

**January 12, 2026**  
**6:30 p.m.**

- 1.0 **ROLL CALL/FLAG SALUTE** Dena Crowell  
Zone 1, Stacey Winter; Zone 2, Garrett Leabo; Zone 3, Levi Farris; Zone 4, Mandy Brady;  
Zone 5, Jason Curtis; Zone 6, Steve Irwin; Zone 7, Donald Fleckenstein; Student  
Representative, Grant Wahl
- 2.0 **AUDIENCE COMMENTS PERTAINING TO THE AGENDA** Jason Curtis  
*The Board welcomes public comments related to items on the presented agenda during this  
time. An open Audience Comment period will be provided later in the meeting. To provide  
public comment, please submit a completed card to the Board secretary prior to the start of the  
meeting (Policy BDDH-AR). Public comments will be limited to 3 (three) minutes per speaker.  
Board members do not respond to public comments.*
- 3.0 **AGENDA** Jason Curtis  
3.1 Agenda Adjustment  
3.2 Adopt Board Agenda
- 4.0 **COMMUNICATION** Jason Curtis  
4.1 Board Recognition Rob Hess  
4.2 ASB Report ASB Representative  
4.3 Employee Groups Union Representatives  
4.4 LBL Local Service Plan Nancy Griffith  
4.5 Annual Transportation Report Brian Schulberg  
4.6 Administrative Updates Cabinet Members  
4.6.1 Greenways Kellen Hobie/Greenways Representatives  
4.6.2 Early Literacy Grant Rob Hess
- 5.0 **CONSENT AGENDA: Approve** Jason Curtis  
5.1 December Regular Board Minutes  
5.2 December Special Session Minutes  
5.3 Acknowledge Facilities Committee Minutes of December 6th  
5.4 Acknowledge Policy Committee Minutes of December 8th  
5.5 *Staff Acknowledgements:*  
The resignation of Johnna Neal, Varsity Cross Country Coach
- 6.0 **OLD BUSINESS** Jason Curtis  
6.1 Board Policy, or Acknowledge Second Reading: **Approve** Jason Curtis  
6.1.1 GBEC, *Drug-Free Workplace*  
6.1.2 GBDA, *Expression of Milk (or Breast-Feeding) in the Workplace*  
6.1.3 IIGBA, *Electronic Communication System*  
6.1.4 IKJ, *Artificial Intelligence (AI) Use*

- 7.0 **NEW BUSINESS** Jason Curtis
- 7.1 LBL Local Service Plan Resolution: **Approve** Jason Curtis
- 7.2 Bus/Vehicle Surplus List: **Approve** Celeste Van Cleave
- 7.3 Seismic Rehabilitation Engineer Contract: **Approve** Celeste Van Cleave
- 7.4 Board Policies; *First Reading*: **Acknowledge** Jason Curtis
- 7.4.1 GCBDF/GDBDF (GDBDF/GCBDF), *Paid Family Medical Leave Insurance*
- 7.4.2 GCBDA/GDBDA (GDBDA/GCBDA), *Family and Medical Leave*
- 7.4.3 GCBDD/GDBDD (GDBDD/GCBDD), *Sick Time*
- 7.4.4 CBG, *Evaluation of the Superintendent*
- 7.5 Administrative Regulation: **Acknowledge** Jason Curtis
- 7.5.1 GCBDF/GDBDF-AR(GDBDF/GCBDF-AR), *Paid Family Medical Leave Insurance*
- 7.5.2 GCBDA/GDBDA-AR (GDBDA/GCBDA-AR), *Family and Medical Leave*
- 7.5.3 GBNAB/JHFE-AR(1) (JHFE/GBNAB-AR), *Reporting of Suspected Abuse of a Child*
- 7.5.4 JECF-AR: *Interdistrict Transfer of Resident Students*
- 8.0 **DISTRICT REPORTS** Jason Curtis
- 8.1 Financial Report Celeste Van Cleave
- 8.2 Superintendent Report Rob Hess
- 8.2.1 District Achievement Goals Rob Hess
- 9.0 **AUDIENCE COMMENTS** Jason Curtis
- The Board is interested in hearing from our community. 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).*
- 10.0 **BOARD/SUPERINTENDENT COMMUNICATION** Jason Curtis/Rob Hess
- 11.0 **AJOURN** Jason Curtis

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, PO Box 200, Halsey, Oregon, 97348, 541-369-2813. 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**

7.1 Approve Local Service Plan Resolution: LBL Assistant Superintendent and Executive Director of District & Student Services, Nancy Griffith, will present on the [Local Service Plan](#), which will be shared separately from the Board Packet. Enclosed is the [Resolution](#) for approval.

7.2 Bus/Vehicle Surplus List: Recommended for surplus are three vehicles and five school buses. The 2002 school buses no longer meet state emission standards.

7.3 Approve Seismic Engineer Contract: Enclosed is the PIVOT Contract and Scope of Work for Board approval.

### **UPCOMING EVENTS**

Policy Committee Meeting - January 12, 2025, 2025 @ 5:15 p.m. CLES Conference Room/Zoom.  
[Policy Committee Agenda](#)

Facilities Committee Site Visit - January 23rd, 2026. Dallas CTE and Salem SETAC.

Board Training - Saturdays of January 24th and February 28th, 2026, from 8:30 to 1:30, CLES Conference Room/Zoom.

Next Board Meeting - February 9, 2026, Central Linn Elementary Conference Room/Zoom

**1.0 ROLL CALL**

On December 8, 2025, Chair Curtis called the meeting to order at approximately 6:30 p.m. in the Central Linn Elementary Library and via Zoom.

Members Present: Stacey Winter, Garrett Leabo, Levi Farris, Mandy Brady, Jason Curtis, Steve Irwin, Donald Fleckenstein, Grant Wahl

Others Present: Rob Hess, Celeste Van Cleave, Dena Crowell, Joel Sauter, Dean Rech, Kellen Hobie, Ross Purdy, Marcus Pitts, Sharon Banks, Kim Tyskiewicz (husband), Dez Baze, Tim Walter, Dena Weber, Wendy Cortright, Deborah Branson

**2.0 AUDIENCE COMMENTS PERTAINING TO THE AGENDA**

No comment provided

**3.0 AGENDA**

**3.1 Agenda Adjustments:** Add to 5.5, The resignation of Heather McEvoy, CLES Temporary Special Education Teacher; Add 7.3, Acknowledge Facilities Committee Recommendation; Add 7.4, Acknowledge Special Session for December 15th

**3.2 Adopt Board Agenda:** Director Fleckenstein made a motion to approve the Agenda, with adjustments. Director Irwin second the motion. Motion passed 7-0. Director Winter-Yea, Vice Chair Leabo-Yea, Director Farris-Yea, Mandy Brady-Yea, Chair Curtis-Yea, Director Irwin-Yea, Director Fleckenstein-Yea

**4.0 COMMUNICATION**

**4.1 ASB Report:** Student Board Representative Grant Wahl provided an ASB update.

**4.2 Employee Groups:** No report provided

**4.3 Brown & Brown Insurance:** Brown & Brown Insurance Agent Marcus Pitts presented on the District's liability insurance coverage.

**4.4 Administrative Updates:** Updates were provided by CLES Principal Joel Sauter and Jr/Sr High Principal Dean Rech.

**4.4.1 Home Learning: FLEX Program:** Kim Tyskiewicz, FLEX Program Coordinator and Advisor, presented on the FLEX Program.

**5.0 CONSENT AGENDA**

Vice Chair Leabo made a motion to approve the Consent Agenda, as presented. Director Irwin second the motion. Motion passed 7-0. Director Winter-Yea, Vice Chair Leabo-Yea, Director Farris-Yea, Director Brady-Yea, Chair Curtis-Yea, Director Irwin-Yea, Director Fleckenstein-Yea

**5.1 Approve November Regular Board Minutes**

**5.2 Acknowledge Facilities Committee Minutes of November 1st.**

**5.3 Acknowledge Policy Committee Minutes of November 10th.**

**5.4 Acknowledge Student Investment Account Agreement**

- 5.5 **Staff Acknowledgements:** The resignation of Miranda Leatherman, Assistant Girls' Varsity Soccer Coach; Madison Marlatt, JV Girls' Volleyball Coach; and the resignation of Heather McEvoy, Temporary Special Education Teacher

*Chair Curtis made a motion for a Break at 7:50 p.m. Director Fleckenstein second. Reconvened 7:55*

## 6.0 OLD BUSINESS

- 6.1 Director Farris made a motion to adopt Board policies, as presented.

- 6.1.1 GBN/JBA (JBA/GBN), *Sexual Harassment*
- 6.1.2 AC-AR, *Discrimination Complaint Procedure*
- 6.1.3 JB, *Equal Educational Opportunity*
- 6.1.4 JI, *External Mental & Behavioral Health Providers*

Director Winter second the motion. Motion passed 7-0. Director Winter-Yea, Vice Chair Leabo-Yea, Director Farris-Yea, Director Brady-Yea, Chair Curtis-Yea, Director Irwin-Yea, Director Fleckenstein-Yea

- 6.2 **Board Training:** After announcing a \$1,500 OSBA Rural Caucus grant, the Board discussed a timeline for Board training. Vice Chair Leabo moved to approve two half-day Saturday training sessions in January and February, to be facilitated by Cathy Hurowitz and Dr. Andy Dey. Director Brady second the motion. Motion passed 7-0. Director Winter-Yea, Vice Chair Leabo-Yea, Director Farris-Yea, Director Brady-Yea, Chair Curtis-Yea, Director Irwin-Yea, Director Fleckenstein-Yea

- 6.3 **Facilities Committee Report:** The Board discussed an \$88,000 electrical project with PP&L to provide high-quality power to the CTE and High School buildings. The project requires no upfront costs and includes a \$10,000 credit; the district's total expense is capped at approximately \$50,000 via a five-year, interest-free payment plan. Additionally, a "clean slate" electrical plan for the CTE Building was approved to bring the shop up to code, with the goal of having students welding and working on small engines by the start of the second semester. It was also reported that the high school heaters are now fully repaired and a new sound system has been installed, allowing the old speakers to be repurposed for the stadium.

## 7.0 NEW BUSINESS

- 7.1 **Board Policies: First Readings:** The Board acknowledged as First Readings:

- 7.1.1 GBEC, *Drug-Free Workplace*
- 7.1.2 GBDA, *Expression of Milk (or Breast-Feeding) in the Workplace*
- 7.1.3 IIGBA, *Electronic Communication System*
- 7.1.4 IKJ, *Artificial Intelligence (AI) Use*

- 7.2 **Acknowledge Administrative Regulation:** The Board acknowledged Board Policy ARs:

- 7.2.1 IIGBA-AR, *Electronic Communication System*
- 7.2.2 Deletion of IGBA-AR(2), *Central Linn School District Web Policy*

**7.3 Acknowledge Facilities Committee Recommendation:** The Board acknowledged the Facilities Committee recommendation to move forward with the PP&L proposal to replace CLHS transformer.

**7.4 Acknowledge Special Session for December 15th:** The Board acknowledged a Special Session scheduled for December 15th via Zoom at 12:00 p.m. The purpose of this meeting is to review the committee's recommendation for the Seismic Engineer RFP Firm.

**8.0 DISTRICT REPORTS**

**8.1 Financial Report:** Mrs. Van Cleave reported stable revenues, but noted the special education budget is over-expended due to hiring an additional temporary elementary teacher. Maintenance of Effort requirements are being monitored, as the district's 25% special education rate significantly exceeds the state's 11% funding cap. Additionally, the district avoided a recent statewide cybersecurity breach by managing 403B plans internally. The 2024–2025 draft audit is expected soon, with an audit RFP planned for the spring.

**8.2 Superintendent Report**

**8.2.1 School and District Report Cards:** Dr Hess reported on the District and School State Report Cards, noting that while small grade cohorts can cause data fluctuations, the focus remains on long-term growth in ELA, Math, and graduation rates. Principal Rech reported that improved performance now qualifies the district to move off the state's "Targeted Support" list; however, the district will maintain its status temporarily to continue accessing additional state resources. These metrics will be used to establish formal district goals for the next meeting.

**9.0 AUDIENCE COMMENTS**

None Received

**10.0 BOARD/SUPERINTENDENT COMMUNICATION**

The Board thanked the Facilities Committee for completing key projects. It was clarified that this section is for general announcements, while major topics should be added to the formal agenda in advance.

**11.0 RECESS TO EXECUTIVE SESSION**

Under the authority of ORS 192.660 (2)(i), To review and evaluate the employment-related performance of the superintendent. Chair Curtis recessed the Regular Board Meeting to Executive Session at approximately 8:50 p.m.

**12.0 RECONVENE TO REGULAR SESSION**

Chair Curtis reconvened to Regular Session at approximately 9:39 p.m.

**13.0 ADJOURN**

With no further business before the Board, Chair Curtis adjourned the meeting at approximately 9:40 p.m.

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Dena Crowell, Board Secretary

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Jason Curtis, Board Chair

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Date Approved

**1.0 ROLL CALL**

On December 15, 2025, Chair Curtis called the meeting to order at approximately 12:00 p.m. via Zoom.

**Members Present:** Stacey Winter, Levi Farris, Garrett Leabo, Mandy Brady, Jason Curtis, Steve Irwin, Donald Fleckenstein

**Members Absent:** Grant Wahl

**Others Present:** Rob Hess, Dena Crowell, Celeste Van Cleave, Tim Walter

**2.0 AGENDA**

**2.1 Agenda Adjustments:** None

**2.2 Adopt Board Agenda:** Director Fleckenstein made a motion to adopt the Special Session Agenda, as presented. Director Irwin second the motion. Motion passed 7-0. Director Winter-Yea, Vice Chair Leabo-Yea, Director Farris-Yea, Director Brady-Yea, Chair Curtis-Yea, Director Irwin-Yea, Director Fleckenstein-Yea

**3.0 ACTION/BUSINESS**

**3.1 Approve Engineer for CLES Gym/Cafeteria Seismic Rehabilitation:** Vice Chair Leabo made a motion to approve Pivot to serve as Seismic Engineer on the CLES Gym and Cafeteria Seismic Rehabilitation project. Director Irwin second the motion. Motion passed 7-0. Discussion: Given the contract value, the contractor is authorized to proceed with drafting the contract for formal Board approval at the next scheduled meeting. Director Winter-Yea, Vice Chair Leabo-Yea, Director Farris-Yea, Director Brady-Yea, Chair Curtis-Yea, Director Irwin-Yea, Director Fleckenstein-Yea

**4.0 ADJOURN**

With no further business before the Board, Chair Curtis adjourned the meeting at approximately 12:06 p.m.

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Dena Crowell, Board Secretary

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Jason Curtis, Board Chair

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Date Approved

On December 6, 2025, the Central Linn Facilities Committee met to review ongoing facility needs, discuss major capital projects, and plan next steps for heating systems, seismic upgrades, CTE facility development, and electrical infrastructure improvements. The following report summarizes key discussions, decisions, and items requiring future board action.

### 1. Heating Systems & Utilities

- The committee reviewed ongoing heating issues, particularly in the district office, and noted that a data review indicated only a \$1,000 per year increase per building in the electric bill from before mini-splits were added to after they were added. It was determined that additional information is needed to verify this data including the number of mini-splits we have, when they were installed, cost, type, power usage, and overall bill.
- Next Steps: Rob will compile full mini-split information; Tim will request utility bills. Approval will be sought to relocate the existing office mini-split to the kindergarten room and install a new heat/cool unit in the office.

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### 2. Seismic Grant Proposals

- Two proposals (WRK and Pivot/ZCS) were reviewed and interviews are scheduled for Tuesday.
- After the 7-day waiting period, a special board session (targeted for the 15th) will allow final approval.
- The committee is also evaluating whether to use a CMGC or design-bid-build approach for the project.

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### 3. CTE Building Updates

- Updated Phase 1 drawings (revised shop layouts and room removals) will be submitted to the county to move forward with occupancy and welding setup.
- Welding program prep is underway; portable welding units (~\$5,000 each) and ventilation needs were discussed. The committee approved providing administration (Tim) the ability to decide which company to select to install the electricity that is needed to get welding up and running.
- The committee is exploring additional CTE program options, including small engine repair and potential regional partnerships.
- CTE facility tours in Salem and Dallas are scheduled for **January 23rd**.

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### 4. Electrical & Transformer Upgrade

- Electrical outlet updates for welding are quoted at \$3,000–\$6,000.
- The committee supports moving forward with PP&L's transformer upgrade proposal (\$88,000 total; district cost \$8,900 over 5 years).

- Contract details will be brought to the January board meeting.
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#### **5. Administrative Updates**

- Meeting notes and documents will be distributed more consistently.
  - No meeting on January 3rd. The next full in-person Facilities Committee meeting will be held in February with electronic check-in scheduled for January.
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#### **Items for Board Action**

1. Selection of seismic grant proposal.
2. Approval of PP&L transformer upgrade.
3. Approval to relocate and install mini-split units.

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Dena Crowell, Board Secretary

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Garrett Leabo, Committee Chair

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Date Approved

On December 8, 2025, the Central Linn Policy Committee convened at approximately 5:23 p.m. in the Central Linn Elementary Conference Room and via Zoom.

**1.0 ATTENDANCE**

Members Present: Jason Curtis, Levi Farris, Mandy Brady, Stacey Winter

Others Present: Rob Hess, Dena Crowell, Kim Tyskiewicz

**2.0 APPROVE MINUTES**

2.1 Director Farris made a motion to approve the November Policy Committee Minutes, as presented. Chair Curtis second the motion. Motion passed 3-0. Director Farris-Yea, Mandy Brady-Yea, Chair Curtis-Yea

**3.0 POLICY FOR DISCUSSION**

3.1 GCBDF/GDBDF & AR, Paid Family Medical Leave Insurance: Mrs. Van Cleave presented the OSBA revision recommendations, which are strongly recommended. There was consensus to move forward and present them to the Board as is. It was noted that the policy committee does not take action at this point; feedback is collected here before items are forwarded to the Board.

3.2 GCBDA/GDBDA & AR, Family and Medical Leave: Mrs. Van Cleave explained that the updated language is largely standard and aligned with federal FMLA requirements. Members requested more detailed explanations of the policy's purpose. OSBA and legal summaries will be included in the January Board Agenda Explanations for clarity.

3.3 GCBDD/GDBDD, Sick Time: Mrs. Van Cleave reviewed updates to sick leave language, clarifying that substitutes, coaches, volunteers, and contractors are not considered regular employees and do not accrue sick leave. Bereavement is covered and runs concurrently. Director Brady requested that all policies include a summary explanation for both the Policy Committee and Board agendas.

3.4 GBNAB/JHFE-AR(1), Reporting of Suspected Abuse of a Child: The accompanying administrative regulation was reviewed and acknowledged. Chair Curtis requested that full Policy Committee packets be included with Board packets. Mrs. Crowell stated she will try to implement the request beginning with the January Board packet.

3.5 GBCBA, Alcohol/Controlled Substance Use: The committee noted that Policy GBEC, *Drug-Free Workplace*, is very similar to this optional policy. The draft was presented for consideration, and discussion focused on whether the policies are redundant. The committee reviewed GBCBA alongside the similar optional policy GBEC and discussed potential redundancy. Mrs. Tyskiewicz reported progress on drafting consolidated policies (Sections A–D) and noted OSBA's movement toward consolidation to address organizational drift. The committee discussed consolidating overlapping policies to reduce duplication, avoid conflicting language, and strengthen legal clarity, while acknowledging the option to act now or wait for OSBA guidance. It was noted that deviations from OSBA language would require legal review, and concerns were raised about the long-term maintenance of consolidated policies.

3.6 CBG, Evaluation of the Superintendent: Reviewed and accepted without concerns.

***Additional Discussion:***

Mrs. Crowell reported that parents acknowledge the electronic use policy (IIGBA) at registration, but that elementary students do not currently provide acknowledgment. The committee discussed appropriate starting ages for student signatures, agreed to have the Technology Director develop a student consent form, and noted the issue will be revisited at a future cabinet meeting.

**4.0 ADJOURN**

The meeting adjourned at approximately 6:15 p.m.

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Dena Crowell, Board Secretary

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Jason Curtis, Board Chair

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Date Approved



## CENTRAL LINN SCHOOL DISTRICT POLICY AGENDA ITEM

January 12, 2026

**POLICY:** GBEC, Drug-Free Workplace

**OSBA Recommendation:** Required

### Second Reading

#### **DESCRIPTION OF CHANGE RECOMMENDATION:**

Policy GBEC ensures the district maintains a drug-free workplace in compliance with applicable Oregon and federal law. Oregon statutes, including ORS 243.650, ORS 336.222, ORS 342.721, ORS 342.723, ORS 342.726, ORS Chapter 475, ORS 657.176, and ORS 659A.127, establish standards for public employment, educator conduct and licensure, student safety, and the regulation of controlled substances. Oregon Administrative Rules, including OAR 581-022-2045, OAR 581-022-2210, and OAR 584-020-0040(5)(e), provide additional guidance for compliance.

Federal law, including the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101–8106), the Controlled Substances Act (21 U.S.C. § 812; 21 C.F.R. §§ 1308.11–1308.15), and the Safe and Drug-Free Schools and Communities Act (20 U.S.C. §§ 7101–7117), requires districts receiving federal funds to prohibit the unlawful manufacture, possession, use, or distribution of controlled substances in the workplace.

This policy affirms the district's obligation to maintain a safe, drug-free work environment, uphold professional standards, apply appropriate disciplinary measures for violations, and remain compliant with licensure requirements and funding conditions.

**SUPERINTENDENT'S RECOMMENDATION:** For adoption.

## Drug-Free Workplace

The district shall provide a drug-free workplace.

The purpose of this policy is to promote safety, health and efficiency by prohibiting the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol in the workplace.

This policy applies to all employees, including but not limited to, those exempt, unclassified, management service, classified and temporary employees who are paid directly or indirectly from funds received under a federal grant or contract.

The district shall provide to each employee a copy of this policy.

An employee shall not unlawfully manufacture, distribute, dispense, possess or use a controlled substance or alcohol in the workplace.

No district employee shall knowingly sell, market or distribute steroid or performance enhancing substances to kindergarten through grade 12 students with whom the employee has contact as part of employee's district duties; or knowingly endorse or suggest the use of such substances.

An employee shall, as a condition of employment, abide by the provisions of this policy.<sup>1</sup>

### Definitions

1. "Controlled substance" shall include any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or other drug as classified under the federal Controlled Substances Act, as modified under Oregon Revised Statute (ORS) 475.035.
2. "Alcohol" shall include any form of alcohol for consumption, including beer, wine, wine coolers or liquor.
3. "Conviction" means a finding of guilt (including a plea of no contest) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or state criminal drug statutes.
4. "Criminal drug statute" means a Federal or State criminal statute involving the manufacture, distribution, dispensation, possession or use of any controlled substance or alcohol.

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<sup>1</sup> Districts directly receiving grants or contracts from the federal government are required to meet this obligation.

5. “Drug-free workplace” means a site for the performance of work at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol.

### **Sanctions and Remedies<sup>2</sup>**

The district, upon determining that an employee has engaged in the unlawful manufacture, distribution, dispensation or possession of a controlled substance or alcohol, or upon having reasonable suspicion (under the section below) of an employee’s unlawful use of a controlled substance or alcohol in the workplace, shall, pending any criminal drug statute conviction for a violation occurring in the workplace, take appropriate action, which may include transfer, granting of leave with or without pay or suspension with or without pay.

Within 30 calendar days of learning of an employee’s criminal drug statute conviction for a violation occurring in the workplace, the district shall:

1. Take appropriate action, which may include discipline up to and including termination; and/or
2. Require satisfactory participation by the employee in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, state or local health, law enforcement or other appropriate agency.

### **Basis for Reasonable Suspicion of Employee Use of Controlled Substance/Alcohol**

Reasonable suspicion of employee use of an unlawful controlled substance or alcohol shall be based upon any of the following:

1. Observed abnormal behavior or impairment in mental or physical performance (e.g., slurred speech, difficulty walking);
2. Direct observation of use in the workplace;
3. The opinion of a medical professional;
4. Reliable information concerning use in the workplace, the reliability of any such information shall be determined by employer;
5. A work-related accident in conjunction with a basis for reasonable suspicion as listed above.

### **Employee Assistance Program**

An employee having a drug or alcohol problem is encouraged to seek assistance, on a confidential basis, under the Employee Assistance Program if such program is provided by the employer.

The district shall, upon employee request, grant leave with or without pay to permit an employee to participate in a drug abuse assistance or rehabilitation program.

### **Establishment of Drug-Free Awareness Program**

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<sup>2</sup> Ibid. p. 1

The district shall establish a drug-free awareness program to inform employees of the:

1. Dangers of drug abuse in the workplace;
2. Existence of and content of this policy for maintaining a drug-free workplace;
3. Availability of drug-counseling, rehabilitation and employee assistance programs; and
4. Penalties that may be imposed for drug abuse violations occurring in the workplace.

#### **Notification by Employee of Conviction<sup>3</sup>**

An employee shall, as a condition of employment, notify the district in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five calendar days after such conviction.

#### **Notification by the District of an Employee Conviction**

The district shall notify the appropriate federal granting or contracting agency, in writing, of an employee's criminal drug statute conviction, for a violation occurring in the workplace, no later than 10 calendar days after learning of such conviction.

END OF POLICY

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#### **Legal Reference(s):**

ORS 243.650  
ORS 336.222  
ORS 342.721  
ORS 342.723  
ORS 342.726  
ORS Chapter 475  
ORS 657.176  
ORS 659A.127  
OAR 581-022-2045  
OAR 581-022-2210  
OAR 584-020-0040(5)(e)

Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 8101-8106 (2012); General Principles Relating to Suspension and Debarment Actions, 34 C.F.R. §§ 84.100-84.670 (2016).  
Controlled Substances Act, 21 U.S.C. § 812; Schedules of Controlled Substances, 21 C.F.R. §§ 1308.11-1308.15 (2016).  
Safe and Drug-Free Schools and Communities Act, 20 U.S.C. §§ 7101-7117 (2012).

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<sup>3</sup> Ibid. p. 1



## CENTRAL LINN SCHOOL DISTRICT POLICY AGENDA ITEM

January 12, 2026

**POLICY:** GBDA, Expression of Milk or Breast Feeding in the Workplace  
**OSBA Recommendation:** Required

### Second Reading

#### **DESCRIPTION OF CHANGE RECOMMENDATION:**

Policy GBDA is in compliance with Oregon law requiring employers to provide reasonable accommodations for employees who express breast milk or breastfeed in the workplace. Under ORS 653.077 and ORS 653.256, employers must provide reasonable rest periods and a private location, other than a restroom, for this purpose. ORS 243.650 extends these protections to public employees, including school district staff. OAR 839-020-0051 provides administrative guidance on employer obligations, accommodation standards, and enforcement. This policy ensures the district meets all applicable state requirements and protects employees from discrimination or retaliation related to expressing milk or breastfeeding.

#### **SUPERINTENDENT'S RECOMMENDATION:**

For adoption.

## Expression of Milk or Breast Feeding in the Workplace

When possible an employees must give notice of intent to express milk or breast-feed to the building administrator. The district shall provide employee a reasonable rest period to express milk or breast-feed each time the employee has a need to express milk or breast-feed. If feasible, the employee will take the rest period at the same time as the rest periods or meal periods provided by the district.

The district will make a reasonable effort to provide a location, other than a public restroom or toilet stall, in close proximity to the employee's work area, where an employee can express milk or breast-feed in private, concealed from view and without intrusion by other employees or the public. "Close proximity" means within walking distance from the employee's work area that does not appreciably shorten the rest or meal period. If a private location is not within close proximity to the employee's work area, the district may not include the time taken to travel to and from the location as part of the break period.

<sup>1</sup>The following locations have been identified in each facility for milk expression or breast-feeding:

1. District office: Conference Room.
2. Central Linn Elementary School: Room 19, upstairs classroom of the library.
3. Central Linn Junior and Senior High: Nurses' station located in the Main Office.

An employee who expresses milk during work hours may use the available refrigeration to store the expressed milk. The district must allow the employee to bring a cooler or other insulated food container to work for storing the expressed milk and ensure there is adequate space in the workplace to accommodate the employee's cooler or insulated food container.

**\*\*This policy and the list of designated locations shall be published in the employee handbook. The list of designated locations is available upon request in the main office of each school facility and in the district's office.**

This policy only applies to employees who are expressing milk or breast-feeding for children 18 months of age or younger.

**END OF POLICY**

**Legal Reference(s):**

ORS 243.650  
ORS 653.077  
ORS 653.256  
OAR 839-020-0051

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<sup>1</sup> The list of designated locations and facilities is required to be in policy as per Oregon Revised Statute (ORS)653.077(10)(b).



## CENTRAL LINN SCHOOL DISTRICT POLICY AGENDA ITEM

January 12, 2026

**POLICY:** IIGBA, Electronic Communication System

**OSBA Recommendation:** Required

### Second Reading

#### **DESCRIPTION OF CHANGE RECOMMENDATION:**

Policy IIBGA governs the use of district electronic communications systems, including devices, networks, and accounts, to ensure responsible, secure, and lawful use by students and staff. It establishes guidelines for protecting confidential information and complying with federal and state laws, including CIPA (47 U.S.C. §§ 254), COPPA (15 U.S.C. §§ 6501–6505), FERPA (20 U.S.C. § 1232g; 34 C.F.R. § 99), and PPRA (20 U.S.C. § 1232h).

The policy supports educational and administrative objectives while promoting safe, responsible, and equitable access to electronic communication resources.

#### **SUPERINTENDENT'S RECOMMENDATION:**

For adoption.

## Electronic Communications System

The district's electronic communication system will be used to provide statewide, national and global communications opportunities for staff and students and for the advancement and promotion of teaching and learning.

The superintendent will establish administrative regulations for the use of the district's electronic communication system including compliance with the following provisions of the Children's Internet Protection Act:

1. Technology protection measures, installed and in continuous operation, that protect against Internet access by both adults and minors to visual depictions that are obscene, child pornography or, with respect to the use of the computers by minors, harmful to minors;
2. Educating minors about appropriate online behavior, including cyberbullying awareness and response, and how to interact with other individuals on social networking sites and in chat rooms;
3. Monitoring the online activities of minors;
4. Denying access by minors to inappropriate matter on the Internet and World Wide Web;
5. Ensuring the safety and security of minors when using electronic mail, social media, chat rooms and other forms of direct electronic communications;
6. Prohibiting unauthorized access, including so-called "hacking" and other unlawful activities by minors on-line;
7. Prohibiting unauthorized disclosure, use and dissemination of personal information regarding minors; and
8. Installing measures designed to restrict minors' access to materials harmful to minors.

<sup>1</sup>Administrative regulations developed shall ensure compliance with privacy rights under applicable federal and state regulations, including but not limited to the Age Discrimination in Employment Act of 1967 (ADEA), the Americans with Disabilities Act (ADA), the Genetic Information Nondiscrimination Act of 2008 (GINA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The administrative regulations will be consistent with sound guidelines as may be provided by the education service district, the Oregon Department of Education and/or the Government Standards and Practices Commission, copyright law, and will include a complaint procedure for reporting violations.

Failure to abide by district policy and administrative regulations governing use of the district's electronic communications system may result in the suspension and/or revocation of system access. Additionally, student violations may result in discipline up to and including expulsion. Staff violations may also result in discipline up to and including dismissal. Violations of law may be reported to law enforcement officials. Fees, fines or other charges may also be imposed.

## END OF POLICY

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### Legal Reference(s):

ORS 167.060-167.100  
ORS Chapter 192  
ORS 260.432  
ORS 332.107

ORS 339.250  
ORS 339.270  
OAR 581-021-0050  
OAR 581-021-0055

OAR 584-020-0040  
OAR 584-020-0041

Children's Internet Protection Act, 47 U.S.C. Sections 254 (h) and (l)(2018); 47 CFR Section 54.520 (2019).

Copyrights, Title 17, as amended, United States Code; 19 CFR Part 133 (2020).

Safe and Drug-Free Schools and Communities Act, 20 U.S.C. Sections 7101-7117 (2018).

Drug-Free Workplace Act of 1988, 41 U.S.C. Sections 8101-8107 (2018).; 34 CFR Part 85, Subpart F (2020).

Controlled Substances Act, 21 U.S.C. Section 812, schedules I through (2018);V, 21 CFR 1308.11-1308.15 (2000).

Americans with Disabilities Act of 1990, 42 U.S.C. Sections 12101-12213 (2018); 29 CFR Part 1630 (2020); 28 CFR Part 35 (2020).

Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g (2018); 34 CFR Part 99 (2020).

Every Student Succeeds Act, 20 U.S.C. § 7131 (2018).

Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018).

[1] If the district allows staff to download and store district proprietary information, including personally recognizable information about district students or staff, OSBA recommends including the content and an indicated related item in the model administrative regulation. See #3 on page 2 of model sample administrative regulation IIBGA-AR.



## CENTRAL LINN SCHOOL DISTRICT POLICY AGENDA ITEM

January 12, 2026

**POLICY:** IKJ, Artificial Intelligence (AI) Use

**District Recommendation:** Optional

### Second Reading

#### **DESCRIPTION OF CHANGE RECOMMENDATION:**

Policy IKJ provides a framework for the responsible use of AI and generative AI in education. It supplements existing technology policies and guides districts in ensuring AI use complies with legal requirements, protects student privacy, and supports equitable access to technology.

This policy is implemented in accordance with Oregon law and federal regulations, including ORS 332.107, the Americans with Disabilities Act Amendments Act (42 U.S.C. §§ 12101–12133), the Children's Internet Protection Act (CIPA, 47 U.S.C. §§ 254(h) and (l); 47 C.F.R. § 54.520), the Children's Online Privacy Protection Act (COPPA, 15 U.S.C. §§ 6501–6505), the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g; 34 C.F.R. § 99), and the Protection of Pupil Rights (20 U.S.C. § 1232h).

#### **SUPERINTENDENT'S RECOMMENDATION:**

For adoption.

## Artificial Intelligence (AI) Use

### I. Introduction & Purpose

The **Central Linn School District 552** Board of Education recognizes that the use of Artificial Intelligence (AI) may lead to increased and enhanced learning opportunities for students. This policy establishes guidelines for the responsible and ethical use of AI tools within our district, aiming to leverage AI to foster innovation and prepare students for a technology-driven future. This policy ensures academic integrity, data privacy, and a safe learning environment for all students, staff, and faculty.

#### Definitions:

- **AI:** All types of generative AI technologies that create new content or outputs commonly associated with human beings from a prompt, including text, images, videos, or music.
- **AI Tools:** Software applications and platforms that use AI technologies to perform tasks and solve problems that typically require human intelligence.
- **Assignment:** Any task or work required of a student as part of their educational or co-curricular program.

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### II. Guiding Principles

Our approach to AI in education is guided by the following principles:

- **Academic Integrity:** AI tools should not be used to bypass learning or to plagiarize. Students must always submit their own work and cite AI-generated content appropriately.
- **Ethical Use:** AI should be used in a manner that is unbiased and respectful of all individuals. We must be mindful of potential biases in AI systems and strive to use them equitably. Using AI to purposefully create misinformation or to misrepresent others with the intent of harming, bullying, or intimidating an individual is strictly prohibited.
- **Transparency & Accountability:** Users are responsible for the content they submit and the AI tools they use. Students and staff must be transparent about their use of AI in all academic and professional contexts.
- **Data Privacy:** Personal student and staff data will not be shared with AI tools unless a specific, secure, and approved vendor agreement is in place. Users must avoid inputting any personally identifiable information (PII) into public AI models.

- **Digital Literacy:** We will educate our students and staff on the capabilities, limitations, and ethical considerations of AI. The focus is on using AI as a tool for critical thinking, not as a replacement for it.

The district recognizes that outputs generated by an AI tool may be inaccurate, inappropriate, or incomplete. Therefore, to ensure the responsible use of AI and to maintain academic integrity, students are required to comply with the district's guidelines on proper citation and/or documentation methods for AI-generated content used in assignments.

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### III. Policy for Students (K-12)

#### A. Acceptable Uses

- **As a Learning Aid:** Students may use AI to brainstorm ideas, create study guides, practice a foreign language, or get help with complex concepts.
- **Creative Tool:** AI can be used for generating images, music, or other creative works as part of a project, provided the student's unique creative contribution is the primary component.
- **Research Assistance:** AI can help summarize large texts, find relevant information, and help with drafting an outline.

#### B. Unacceptable Uses

- **Plagiarism:** Submitting AI-generated content as one's own work without proper attribution.
  - **Cheating:** Using AI to complete assignments or tests without teacher permission.
  - **Imitating or Bullying Others:** Using AI tools to create fake accounts, generate deepfake videos, or produce content that harasses, imitates, or bullies another person.
  - **Generating Harmful Content:** Creating or disseminating content that is discriminatory, hateful, or inappropriate.
  - **Bypassing Thought:** Using AI to avoid critical thinking and problem-solving required for an assignment.
  - **Unauthorized Use:** Using an AI tool in a way that does not align with the conditions set when the assignment was provided to the student.
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### IV. Policy for Staff & Teachers

#### A. Recommended Uses

- **Lesson Planning:** Teachers can use AI to generate lesson ideas, create rubrics, or find supplementary materials.
- **Personalization:** AI can help tailor learning experiences for individual students based on their needs and pace.

- **Professional Development:** Staff are encouraged to explore and learn about AI tools to improve their own digital literacy and pedagogical practices.

## **B. Professional Responsibility**

- Teachers must provide clear instructions on the acceptable use of AI for each assignment.
  - Teachers must educate students on proper AI citation methods.
  - Teachers should critically evaluate AI-generated content for accuracy and bias before using it in the classroom.
  - Teachers must protect student privacy by not inputting any student PII into public AI tools.
  - Teachers are responsible for addressing suspected plagiarism or academic dishonesty using AI in a student's assignment, following district procedures.
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## **V. Policy Enforcement & Consequences**

Violations of this policy will be addressed in a manner consistent with the **Central Linn School District's** existing discipline policies regarding academic integrity and technology use. Consequences may include but are not limited to:

- A failing grade for the assignment
  - Parent/guardian notification
  - Suspension from technology access
  - Other disciplinary actions as deemed appropriate by school administration.
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## **VI. Policy Review and Amendment**

This policy will be reviewed and revised as needed to adapt to the evolving landscape of artificial intelligence. The **Superintendent** or their designee may make revisions to this policy as deemed necessary to ensure its continued relevance and effectiveness. Any such changes will be reported to the Board of Education in a timely manner.

END OF POLICY

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### **Legal Reference(s):**

ORS 332.107

Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133. Children's Internet Protection Act (CIPA), 47 U.S.C. §§ 254(h) and (i); 47 C.F.R. § 54.520. Children's Online Privacy Protection Act of 1998, 15 U.S.C. §§ 6501–6505 Family Educational Rights and Privacy Act (FERPA) of 1974, 20 U.S.C. § 1232g; 34 C.F.R. § 99. Protection of Pupil Rights, 20 U.S.C. § 1232h.

As outlined in statute, at least 90% of the annual State School Fund (SSF), property tax and other qualifying resources allocated to LBL will be expended on resolution services. The Local Service Plan is developed with the State School fund biennium budget. Districts review and approve the Local Service Plan on an annual basis. Services will be provided on a two-tiered basis.

## Tier 1 Resolution Services

Tier 1 includes services that are available to all 12 districts and are determined as being essential to all districts. The emphasis in Tier 1 is on achieving the greatest economies of scale and assuring equity of access. Tier 1 services are fully funded from the 90% SSF allocation. Service decisions are made for a two year period.

## Tier 2 Resolution Services

Once Tier 1 funds are allocated, the remaining balance is used for Tier 2 services. Tier 2 services are decided by districts on an annual basis. This allows LBL and its component school districts to stay within the constraints of the agreements, yet provide flexibility in the use of funds.

## Transits

Up to 50% of the district's allocated Tier 2 resources may be used to acquire services from sources other than LBL if the service is not provided by LBL.

The \_\_\_\_\_ School District is in agreement to have the Linn Benton Lincoln Education Service District provide the Local Service Plan for the 2026-2027 school year as presented.



\_\_\_\_\_  
*LBL Board Chair*

12/16/2025

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*School District Board Chair*

\_\_\_\_\_  
*Date*

# Surplus Vehicle Listing January 2026

| Surplus<br>January<br>2026 |                   |           |               |                            |                                                                 |
|----------------------------|-------------------|-----------|---------------|----------------------------|-----------------------------------------------------------------|
| 2007                       | 1GNDU23117D108238 | Chevrolet | Uplander      | Grey<br>Minivan            | condemned for student transport                                 |
| 1994                       | 2FTHF25G3RCA40372 | Ford      | Pickup        | Green w/<br>service<br>box | does not run                                                    |
| 1991                       | 2GBHG31K6M4127199 | Chevrolet | Mini Bus      | #19                        | brake failure, does not run, condemned for<br>student transport |
| 2002                       | 1BAAKCPA32F204901 | Bluebird  | School<br>Bus | #35                        | does not meet emissions standards 1/1/26                        |
| 2002                       | 1BAAKCPA92F204904 | Bluebird  | School<br>Bus | #38                        | does not meet emissions standards 1/1/26                        |
| 2002                       | 1BAAKCPA92F204899 | Bluebird  | School<br>Bus | #33                        | does not meet emissions standards 1/1/26                        |
| 2002                       | 1BAAKCPA52F204902 | Bluebird  | School<br>Bus | #34                        | does not meet emissions standards 1/1/26                        |
| 2002                       | 1BAAKCPA52F204897 | Bluebird  | School<br>Bus | #31                        | does not meet emissions standards 1/1/26                        |

# AIA<sup>®</sup> Document B104<sup>®</sup> – 2017

## ***Standard Abbreviated Form of Agreement Between Owner and Architect***

**AGREEMENT** made as of the 6th day of January in the year 2026  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Central Linn School District  
PO Box 200  
Halsey, OR 97348  
Dr. Rob Hess, Superintendent

and the Architect:  
(Name, legal status, address and other information)

PIVOT Architecture  
44 West Broadway, Suite 300  
Eugene, OR 97401  
John Stapleton, Principal

for the following Project:  
(Name, location and detailed description)

Central Linn Elementary SRGP Project

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## TABLE OF ARTICLES

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| 1  | INITIAL INFORMATION                  |
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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

See attached exhibits

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

### .1 General Liability

\$2,000,000 each occurrence  
\$4,000,000 general aggregate  
\$1,000,000 property damage  
\$2,000,000 umbrella liability

### .2 Automobile Liability

\$1,000,000

### .3 Workers' Compensation

\$1,000,000

### .4 Professional Liability

\$2,000,000 per claim, \$4,000,000 aggregate

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

### § 3.4 Construction Phase Services

#### § 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully

completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.4.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

**§ 3.4.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.4.2.4** When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

**§ 3.4.2.5** The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.4.3 Certificates for Payment to Contractor**

**§ 3.4.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

**§ 3.4.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.4.4 Submittals**

**§ 3.4.4.1** The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

**§ 3.4.4.2** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

#### § 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

#### § 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

See attached exhibits

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 Site visits. See attached exhibits.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within eighteen ( 18 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the

Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of

action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### **§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### **§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

## **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

NA

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

NA

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)

(Paragraphs deleted)  
\$392,160.00

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

NA

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

Negotiated if needed.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent ( %), or as follows:

None.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

See Attached Fee Proposal Summary

(Table deleted)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

N/A

| Employee or Category | Rate |
|----------------------|------|
| <i>(Row deleted)</i> |      |

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (see below) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

Per the Oregon Prompt Payment Act

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

Init.

None

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect

.2

*(Paragraphs deleted)*

Exhibits:

*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)*

Attachment 01 Scope and Fee Document

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

Dr. Rob Hess, Superintendent  
*(Printed name and title)*

\_\_\_\_\_  
ARCHITECT (Signature)

John Stapleton, Principal  
*(Printed name, title, and license number, if required)*

# Additions and Deletions Report for AIA® Document B104® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:50:25 ET on 01/05/2026.

## PAGE 1

AGREEMENT made as of the 6th day of January in the year 2026

...

Central Linn School District  
PO Box 200  
Halsey, OR 97348  
Dr. Rob Hess, Superintendent

...

PIVOT Architecture  
44 West Broadway, Suite 300  
Eugene, OR 97401  
John Stapleton, Principal

...

Central Linn Elementary SRGP Project  
**PAGE 2**

See attached exhibits

...

§ 1.3 The parties shall agree upon ~~written~~ protocols governing the transmission and use ~~of, and reliance on, of~~ Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## PAGE 3

\$2,000,000 each occurrence  
\$4,000,000 general aggregate  
\$1,000,000 property damage  
\$2,000,000 umbrella liability

...

\$1,000,000

...

\$1,000,000

...

\$2,000,000 per claim, \$4,000,000 aggregate

PAGE 6

See attached exhibits

...

~~§ 4.2.2 The Architect has included in Basic Services ( ) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.~~ Site visits. See attached exhibits.

...

§ 4.2.4 If the services covered by this Agreement have not been completed within eighteen ( 18 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 9

☒ [ X ] Litigation in a court of competent jurisdiction

PAGE 11

NA

...

NA

PAGE 12

~~.2 — Percentage Basis  
(Insert percentage value)~~

~~( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

~~.3 — Other  
(Describe the method of compensation)~~  
\$392,160.00

...

NA

...

Negotiated if needed.

...

None.

...

See Attached Fee Proposal Summary

|                                     |                                  |                   |
|-------------------------------------|----------------------------------|-------------------|
| <del>Design Phase</del>             | <del>percent (</del>             | <del>%)</del>     |
| <del>Construction Documents</del>   | <del>percent (</del>             | <del>%)</del>     |
| <del>Phase</del>                    |                                  |                   |
| <del>Construction Phase</del>       | <del>percent (</del>             | <del>%)</del>     |
| <hr/>                               |                                  |                   |
| <del>Total Basic Compensation</del> | <del>one hundred percent (</del> | <del>100 %)</del> |

PAGE 13

N/A

...

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~percent (~~zero percent (0 %) of the expenses incurred.

...

An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (~~—~~) (see below) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

~~%—Per the Oregon Prompt Payment Act~~

PAGE 14

None

...

.2 ~~Building Information Modeling Exhibit, if completed:~~

\_\_\_\_\_

.3 ~~Exhibits:~~

...

~~4~~ Other documents:

~~(List other documents, if any, including additional scopes of service forming part of the Agreement.)~~

Attachment 01 Scope and Fee Document

...

Dr. Rob Hess, Superintendent

John Stapleton, Principal

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:50:25 ET on 01/05/2026 under Order No. 4104245767 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*



December 12, 2025

Celeste Van Cleave  
Business Manager, Central Linn School District  
PO Box 200  
Halsey, OR 97348

**Subject: Central Linn Elementary School Seismic Rehabilitation Project  
Proposal for Architectural and Engineering Services**

Dear Ms. Van Cleave,

Thank you for selecting PIVOT for this opportunity. We are excited to work with Central Linn Schools to help craft your physical environment.

We understand that Central Linn School District has received SRGP grant funding to seismically rehabilitate the Middle School cafeteria and gym area. This document outlines our understanding of the effort necessary to complete the desired design work and proposes compensation for that effort.

## **Project Overview**

### *Anticipated Building Scope*

1. Project will consist of the improvements described in Attachment A, Central Linn Elementary School Original cafeteria and gym Report prepared by WRK Engineers dated January 2025.

### *Construction Delivery*

The projects will be constructed under either Design/Bid/Build or CMGC delivery method.

### *Construction Budget*

Based on the grant report we understand the total budget for the work at the Elementary School to be \$2,498,762.00.

## **Proposed Design Team**

PIVOT Architecture will be the lead firm and primary contact, ultimately responsible to Central Linn School District for the success of the project. Our consultant team will be as follows:

|                                    |                            |                |
|------------------------------------|----------------------------|----------------|
| Architectural Lead:                | PIVOT Architecture (PIVOT) | John Stapleton |
| Mechanical, Electrical & Plumbing: | Laminar Flow Engineering   | Daniel Touger  |
| Structural Engineer:               | ZCS Engineering            | Matt Smith     |

Cost Estimator:

Construction Focus

Steve Gunn

### **Information Provided by the Owner**

This proposal assumes the Owner will provide the following information in a format to be utilized by the design team with minimal modifications:

1. Survey including boundary, topography, and existing utility information in compatible digital format.
2. Geotechnical report including building foundation and pavement recommendations, as well as infiltration testing for storm water design.
3. Owner's Project Requirements: standards for spaces, building systems, products, and procedures. This may be delivered in written or oral format.
4. Survey of existing hazardous materials found in the project areas, including, but not limited to asbestos, lead, lead paint, and/or polychlorinated biphenyl (PCB).

### **Proposed Scope of Work and Work Plan**

#### **Summary of Tasks:**

#### **Schematic Design (SD)**

SD-1: Code Compliance  
SD-2: Conceptual Plans  
SD-3: Design Meetings  
SD-4: Project Administration

#### **Design Development (DD)**

DD-1: Design Meetings  
DD-2: Design and Drawings  
DD-3: Outline Specifications  
DD-4: Code Compliance  
DD-5: Project Administration

#### **Construction Documents (CD)**

CD-1: Design Meetings  
CD-2: Develop Design and Drawings  
CD-3: Code Compliance  
CD-4: Construction Document Specifications  
CD-5: Project Administration

#### **Permit Application - (PA)**

PA-1 Submit Permit  
PA-2 Coordinate with Plan Review  
PA-3 Project Administration

#### **Bidding- (BD)**

BD-1 Distribution of Bid Documents  
BD-2 Bid Period Activities  
BD-4 Project Administration

#### **Construction Administration - (CA)**

CA-1 Pre-Construction Meeting  
CA-2 Job Meetings  
CA-3 Site Visits  
CA-4 Clarifications and Change Orders  
CA-5 Submittals  
CA-6 Review Pay Application  
CA-7 Closeout  
CA-8 Project Administration

#### **Post Construction Services - (PC)**

PC-1 Electronic Record Documents  
PC-2 Warranty Review  
PC-3 Project Administration  
PC-4 Post Occupancy Review

## **Detailed Scope of Work by Task:**

### **Schematic Design**

#### **SD-1: Code Compliance**

Comply with applicable codes. Conduct building code review. Refine draft code analysis of land use requirements applicable to the project.

##### Tasks per Discipline:

PIVOT: Lead code compliance efforts.

All others: Coordinate development of design with applicable codes.

#### **SD-2: Conceptual Plans**

Develop conceptual plans and engineering solutions sufficient to describe the project.

Investigate and propose mechanical system. Develop narratives describing mechanical, electrical, plumbing and fire suppression systems. Provide narratives for site preparation.

##### Tasks per Discipline:

PIVOT: Propose.

MEP: Attend design team coordination meetings, 1 Owner Progress meeting.

CE: Attend design team coordination meetings.

SE: Attend design team coordination meetings.

##### Deliverable(s):

1. Presentation material as appropriate for each meeting (PIVOT),
2. Prepare outline specification and design drawings to describe the project at this stage of the design.

#### **SD-3: Design Meetings**

Prepare for the upcoming meetings, coordinate project activities, review and evaluate design activities, and provide direction to the design team.

##### Assumed number of meetings, this phase:

(1) Owner pre-design meeting to discuss operational requirements, adjacencies, circulation, security, etc.

(2) Owner Progress Meetings

(3) Design Team Coordination Meetings,

##### Tasks per Discipline:

PIVOT: Prepare agendas, attend and facilitate meetings itemized above, and summarize.

MEP: Attend design team coordination meetings, 1 Owner Progress meeting.

CE: Attend design team coordination meetings.

SE: Attend design team coordination meetings.

**Deliverable(s):**

1. Presentation material as appropriate for each meeting (PIVOT),
2. Meeting summaries (PIVOT).

**SD-4: Project Administration**

Project management activities. Manage meetings, deliverables, quality control, and assignments, and maintain communication. Coordinate activities of the Design Team in the development of the project. Prepare monthly invoices.

**Deliverable(s):**

1. Monthly invoices.

**Design Development (DD)**

The purpose of this phase is to refine the conceptual design and confirm the building systems.

**DD-1: Design Meetings**

Prepare for the upcoming meetings, coordinate project activities, review and evaluate design activities, and provide direction to the design team.

**Assumed number of meetings, this phase:**

(4) Design Team Coordination Meetings

(3) Owner Progress Meetings

**Tasks per Discipline:**

PIVOT: Prepare agendas, attend and facilitate meetings itemized above, and summarize.

MEP: Attend all coordination meetings and up to 2 Owner Progress meeting.

LA: Attend all coordination meetings and 1 Owner Progress meeting.

SE: Attend all coordination meetings.

**Deliverable(s):**

1. Meeting presentation materials (PIVOT),
2. Meeting summaries (PIVOT).

## **DD-2: Develop Design**

Based on the Owner approved schematic design, prepare drawings to fully define the materials, systems, and layout of the project. Prepare initial engineering calculations. Communicate with other members of the design team to maintain quality control, coordination, and comply with instructions from the Owner and with prior approvals. Submit check sets to Owner and Architect for review and coordination. Make corrections requested by Owner and Architect consistent with scope of work.

Identify and confirm possible alternate bid items to be included in the project.

Revit model – MEP and Structural models to be integrated into and coordinated with architectural model. Weekly uploads expected.

### Tasks per Discipline:

**PIVOT:** Coordinate the overall architectural design development scope; lead the development and coordination effort of interior and exterior design for the design team, facilitate coordination between the owner and the design team.

**MEP:** Prepare mechanical, electrical and plumbing design development drawings. Coordinate with Architect.

**SE:** Prepare the structural design development drawings. Provide preliminary sizing of all primary structural framing. Structural drawings to include plans, sections and details. Coordinate with Architect.

### Deliverable(s):

1. Various informal progress drawings necessary for coordination as requested by Architect (ALL).
2. 75% DD Review Set including in-progress drafts of all plans, sections, and elevations that will be incorporated into the final set (ALL). This set to be used for cost estimating in DD-6.
3. 100% DD Set (ALL).

## **DD-3: Outline Specifications**

Prepare initial draft of specifications focusing on materials and products.

### Tasks per Discipline:

**PIVOT:** Prepare DD draft of architectural and structural specification sections. Prepare draft of Division 0 & 1 Sections for review and coordination by Owner.

**MEP:** Prepare DD draft of mechanical, electrical & plumbing specification sections.

**SE:** Review and provide edits to PIVOT of the structural specification sections.

Deliverable(s):

1. PIVOT: Provide specifications for Divisions 0, 1, 2-14, and portions of 32.
2. MEP: Provide mechanical, electrical and plumbing specification sections (~21-28).
3. SE: Review and provide edits to PIVOT of applicable structural specification sections.

**DD-4: Code Compliance**

Comply with applicable codes. Conduct code review including building code and land use code. Refine draft code analysis of building code and land use requirements applicable to the project.

Tasks per Discipline:

PIVOT: Lead code compliance efforts.

All others: Coordinate development of design with applicable codes.

Deliverable(s):

1. Updated code drawings (PIVOT).

**DD-5: Project Administration**

Coordinate with Owner, coordinate with design consultants, and prepare monthly invoices. Manage meetings, deliverables, quality control, and assignments, and maintain communication. Coordinate activities of the Design Team in the development of the project. Participate in the development of the project.

Tasks per Discipline:

PIVOT: Maintain project schedule, identify deliverable milestones, coordinate consultant attendance at design team and owner meetings, coordinate and collaborate as needed as noted above.

Deliverable(s):

1. Monthly invoices.

**Construction Document (CD)**

Due to the limited scope of this project, the Design Development (DD) phase and Construction Document (CD) phase are being combined into a single phase. The purpose of this phase is to refine the conceptual design, confirm the building systems, and complete Construction Documents suitable for obtaining building permits, and for construction, including competitive bids for construction contracts.

**CD-1: Design Meetings**

Prepare for the upcoming meetings, coordinate project activities, review and evaluate design activities, and provide direction to the design team.

Assumed number of meetings, this phase:

- (6) one-hour Design Team Coordination Meetings, approximately weekly for 8 weeks
- (3) Owner Progress Meetings

Tasks per Discipline:

PIVOT: Prepare agendas, attend and facilitate meetings itemized above, and summarize.

MEP: Attend all coordination meetings and up to 2 Owner Progress meeting.

SE: Attend all coordination meetings and up to 1 Owner Progress meeting

Deliverable(s):

4. Meeting presentation materials (PIVOT),

5. Meeting summaries (PIVOT).

**CD-2: Develop Design and Drawings**

General: Based on approved Schematic Design documents and budget, along with Owner, Architect and Consultant review comments, prepare construction documents suitable for bids and permit. Comply with applicable codes. Communicate with other members of the design team to maintain quality control, coordination, and comply with instructions from the Owner and with prior approvals.

Revit model – MEP and Structural models to be integrated into and coordinated with architectural model. Weekly uploads expected.

Milestones: Consultants to submit PDF check sets and REVIT models to Architect for review and coordination at milestones identified. Make corrections requested by architect consistent with scope of work. Prepare engineering calculations and other documentation as required by the project and for jurisdictional review. Incorporate bid alternates identified by team into documents where appropriate.

Owner's geotechnical consultant to review earthwork, paving, and foundation specifications and drawings for consistency with report, and notify the architect of any discrepancies.

Tasks per Discipline:

PIVOT: Coordinate the overall architectural design scope; lead the development and coordination effort of the design for the design team, facilitate coordination between the owner and the design team.

MEP: Prepare mechanical, electrical and plumbing drawings. Coordinate with Architect. Coordinate with Owner's Technology Services Department staff.

SE: Prepare the structural drawings. Provide sizing of all primary structural framing. Prepare the structural document packages consisting of structural drawings and related calculations. Assist architect/others with coordination and development of details related to structure. Structural drawings to include plans, sections and details. Coordinate with Architect.

Deliverable(s):

1. Various informal progress drawings necessary for coordination as requested by Architect (ALL).
2. 50% CD Review Set including in-progress drafts of all plans, sections, elevations, and specifications that will be incorporated into the final set (ALL).
3. 90% CD Review Set including in-progress drafts of all plans, sections, elevations, and specifications that will be incorporated into the final set (ALL).
4. 100% CD Set (ALL).
5. Updated Revit Models and AutoCAD Exports (with bound Xref's)

**CD-3: Code Compliance**

Comply with applicable codes. Conduct code review including building code and land use code. Refine draft code analysis of building code and land use requirements applicable to the project.

Tasks per Discipline:

PIVOT: Lead code compliance efforts.

All others: Coordinate development of design with applicable codes.

Deliverable(s):

1. Updated code sheets and required energy compliance documentation.

**CD-4 Construction Documents – Specifications**

Author the Project Manual and Specifications based on 3-part CSI Master format. Consultants to provide specifications for project elements in their purview in compatible format.

Tasks per Discipline:

PIVOT: Provide specifications for Divisions 0, 1, 2-14, and portions of 32.

MEP: Provide mechanical, electrical and plumbing specification sections (~21-28).

SE: Review and provide edits to PIVOT of applicable structural specification sections.

Deliverable(s):

1. 50% Complete CD Review Set: In-progress drafts of all required specification sections.
2. 90% Complete CD Review Set: In-progress drafts of all required specification sections.
3. 100% Complete CD Stamped Specifications.

**CD-5 Project Administration**

Coordinate with Owner. Coordinate with design consultants. Manage meetings, deliverables, quality control, and assignments, and maintain communication. Prepare

monthly invoices. Refine project schedule, identify deliverable milestones, coordinate consultant attendance at owner meetings.

Tasks per Discipline:

1. PIVOT: Maintain project schedule, identify deliverable milestones, coordinate consultant attendance at design team and owner meetings, coordinate and collaborate as needed as noted above.

All: As noted above.

Deliverable(s):

2. Monthly invoices.

**Permit Application - (PA)**

The purpose of this phase is to obtain a building permit from the authorities having jurisdiction. Assume fire and life safety, land use, and building review by Benton County.

**PA-1 Submit Permit**

Prepare permit application(s), and submit along with required sets of documents, including engineering calculations. Attend County Building Department plan review intake meeting, if applicable.

Tasks per Discipline:

PIVOT: Prepare permit submittal application and submit.

MEP: Provide energy code compliance forms.

SE: Provide structural engineering calculations and list of Special Inspections and structural observations. Assist architect/owner with special inspection agreement.

Deliverable(s):

1. Building permit application(s).
2. Print permit application sets of construction documents as a reimbursable expense.

**PA-2 Coordinate with Plan Review**

Review and respond to plan review comments.

Tasks per Discipline:

PIVOT: Lead design team's response to the plan review comments.

All others: Respond to the plan review comments applicable to discipline and coordination with PIVOT.

Deliverable(s):

1. Response letter to local jurisdiction's permit review letter.

**PA-3 Project Administration**

Coordinate with Owner, coordinate with design consultants, and prepare monthly invoices. Manage meetings, deliverables, quality control, and assignments, and maintain communication.

Tasks per Discipline:

All: As noted above.

Deliverable(s):

1. Monthly invoices.

**Bidding - (BD)**

The purpose of this phase is to assist the Owner with the bidding process.

**BD-1 Distribution of Bid Documents**

PIVOT will create bid documentations and manage bidding process. Bids will be advertised and posted per ORS requirements.

Tasks per Discipline:

PIVOT: Distribute the construction documents.

Attend pre-bid meeting.

Deliverable(s):

1. Draft Advertisement for Bid.

**BD-2 Bid Period Activities**

Coordinate the preparation and distribution of addenda, respond to bidders' questions, review substitution requests, attend bid opening conducted by the Owner.

Tasks per Discipline:

PIVOT: Coordinate design bid activities, including tasks listed above. Host up to two pre-bid meetings.

All others: Respond to bidder's questions and substitution requests; provide applicable addenda information to PIVOT.

Deliverable(s):

1. Addenda as required for distribution on County Purchasing web page.

**BD-3 Project Administration**

Coordinate with Owner, coordinate with design consultants, and prepare monthly invoices. Manage meetings, deliverables, quality control, and assignments, and maintain communication.

Tasks per Discipline:

All: As noted above.

Deliverable(s):

1. Monthly invoices.

### **Construction Administration - (CA)**

The purpose of this phase is to review the progress of the work, and to clarify the design intent with the contractor.

#### **CA-1 Pre-Construction Meeting**

Attend Preconstruction meeting with Owner and General Contractor. Review project requirements, project records, communications, schedule, submittal log, and other construction procedures.

##### **Tasks per Discipline:**

A: Prepare agenda, attend and facilitate meeting, and summarize.

##### **Deliverable(s):**

1. Pre-Construction Meeting agenda and summary.

#### **CA-2 Job Meetings**

Attend bi-weekly meetings at the job site, also attended by the Owner, key consultants, General Contractor, and sub-contractors as needed.

The purpose of the meeting is to communicate with contractors to anticipate work, review the progress of the work, identify deficient work, and generally endeavor to see that the project is built in general conformance with the contract documents.

Number of meetings, this phase: Bi-weekly meetings over roughly 4 months of construction.

##### **Tasks per Discipline:**

PIVOT: Attend all meetings. Assume contractor summarizes meetings.

Consultants: Attend as needed.

#### **CA-3 Site Visits**

Visit job site and observe construction, and generally endeavor to see that the project is built in general conformance with the contract documents. Such observation is limited to the time allocated and the visibility of work. Prepare report of significant observations and direction to General Contractor. Maximum number of visits as listed below.

##### **Tasks per Discipline:**

PIVOT: Conduct up to 8 field visits in addition to project meetings.

MEP: Conduct up to 3 field visits.

SE: Conduct up to 3 field visits.

CE: Conduct up to 3 field visits.

Deliverable(s):

1. Brief report from each time on site.

**CA-4 Clarifications and Change Orders**

Respond to a reasonable number of requests for clarification information from the General Contractor. Prepare clarifications and change orders consistent with original project scope and previous approvals or as needed to correct errors or omissions in the construction documents. All other changes to the project scope to be addressed as additional services.

Tasks per Discipline:

PIVOT: Lead design team efforts in the coordination of clarification and change orders.

All others: Coordinate clarifications and change order for this discipline with PIVOT.

Deliverable(s):

1. Scope of work proposals, proposal reviews and recommendations, and preparation of change documents.

**CA-5 Submittals**

Prepare a list of required submittals and inspections based on specifications sections prepared by the respective consultant(s) for use during CA. Review shop drawings, samples, test reports, product data, Payment Applications, and other required submittals. Process reviews in a timely manner, assuming also a reasonable interval of time is allowed for response. Provide review comments and approval. Maintain submittal log. Coordinate concurrent reviews with Owner of selected submittals. Assume a typical submittal will require a single review. Certain complex submittals are assumed to require up to two reviews. Further, assume submittal reviews that require more than two reviews to be performed as additional services.

Tasks per Discipline:

PIVOT: Lead design team efforts in the coordination of submittals.

All others: Coordinate submittal review for applicable discipline with PIVOT.

Deliverable(s):

1. Reviewed submittals

**CA-6 Review Pay Application**

Review monthly pay application from General Contractor, review progress of the work, request General Contractor to revise application as appropriate, and send signed copy to Owner along with PIVOT review letter.

Tasks per Discipline:

PIVOT: Lead design team efforts in the review of pay applications.

All others: Review monthly Schedule of Values for this discipline, and forward recommendation to PIVOT.

Deliverable(s):

1. Cover letter and/or transmittal with each pay application review.

**CA-7 Closeout**

Receive and review closeout submittals. Conduct one on site review to develop a punch list of deficiencies and work remaining. Prepare a punch list and distribute to General Contractor and Owner. Conduct a second review upon written notice from the contractor of completion of all items.

Tasks per Discipline:

PIVOT: Lead design team efforts in the review of closeout submittals.

All others: Review closeout submittals for this discipline, and forward recommendation to PIVOT; conduct punch list review and provide punch list to PIVOT.

Deliverable(s):

1. Punch list, and preparation of Certificate of Substantial Completion.

**CA-8 Project Administration**

Coordinate with Owner, coordinate with design consultants, and prepare monthly invoices. Manage meetings, deliverables, quality control, and assignments, and maintain communication.

Tasks per Discipline:

All: As noted above.

Deliverable(s):

1. Monthly invoices

**Post Construction Services - (PC)**

The purpose of this phase is to conduct the 11-month walk through and review electronic record documents provided by CM/GC.

**PC.1 Electronic Record Documents**

Review General Contractor's marked up Project Record Documents. Prepare set of digital, as-designed record drawings for use in managing the building's maintenance operation and future remodel work.

Tasks per Discipline:

PIVOT: Lead design team efforts in distributing and managing review process.  
Prepare electronic project record documents based on bid set, change orders, RFI's and General Contractor's Project Record Documents.

All others: Review electronic drawings from pertinent discipline based on known construction activity and provide to PIVOT.

Deliverable(s):

1. Record Documents in PDF format.

**PC.2 Warranty Review**

Review project 11 months after Substantial Completion, and prepare a list of outstanding warranty items.

Tasks per Discipline:

PIVOT: Lead design team efforts in the warranty review process.

MEP: Conduct 11-month review and provide list of incomplete and/or substandard items to PIVOT.

Deliverable(s):

1. List of outstanding warranty items.

**PC.3 Project Administration**

Coordinate with Owner, coordinate with design consultants, and prepare monthly invoices. Manage deliverables, quality control, and assignments, Maintain communication.

Tasks per Discipline:

All: As noted above.

Deliverable(s):

1. Monthly invoices.

### **Excluded / Optional Additional Services**

The following services are not included in this proposal, but may be added as additional services.

1. Design or Construction meetings in excess of those listed above.
2. Deliverables in excess of those listed above.
3. Additional graphic renderings, video fly throughs of building or site, or physical models.
4. Bid packages in excess of the two identified
5. Alternate designs for cost/value comparisons in excess of those identified above.
6. Post occupancy evaluation.
7. Other services not specifically listed above.

### **Compensation**

The proposed fee for this scope of work is shown in B. The fee proposal is based on a lump sum total, and the breakdown by phase is for reference only.

### **Billing Rates for Hourly Services**

Billing rates for PIVOT staff are listed in Attachment B. Rates are subject to change at the beginning of each calendar year.

### **Schedule**

We anticipate completing the design work in the Fall of 2026. The team will refine the schedule with you at the beginning of the work.

Thank you again for this opportunity. I'm happy to answer any questions you may have at your convenience.

Sincerely,

John Stapleton, Principal  
PIVOT Architecture

### **Attachments:**

Attachment A: SRGP Grant Report



## CENTRAL LINN SCHOOL DISTRICT POLICY AGENDA ITEM

January 12, 2026

GCBDF/GDBDF, Paid Family Medical Leave Insurance

GCBDA/GDBDA, Family and Medical Leave

GCBDD/GDBDD, Sick Time

**OSBA Recommendation:** Highly Recommended

### First Reading

#### **DESCRIPTION OF CHANGE RECOMMENDATION:**

Due to ongoing legislative updates in Oregon, including Senate Bill 1515 (2024) and subsequent administrative rule changes, revisions are necessary to align District policy with state law. These updates primarily govern the qualifying conditions for Oregon's Paid Family and Medical Leave Insurance (PFMLI) and the Oregon Family Leave Act (OFLA), specifically regarding eligibility and the interaction between the two programs.

#### **SUPERINTENDENT'S RECOMMENDATION:**

For discussion.

## Paid Family and Medical Leave Insurance \*

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

### Definitions

1. "Family leave" means leave from work taken by a covered individual:

- a. To care for and bond with a child during the first year after the child's birth or during the first year after the placement of the child through foster care or adoption; or
- b. <sup>3</sup>To effectuate the legal process required for placement of a foster child or the adoption of a child; or
- ~~bc.~~ 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)(~~da~~) (~~non-serious health condition of child or school or child care provider closure due to public health emergency~~)(i.e., care for a child who is suffering from an illness, injury or condition that requires home care or who requires home care due to closure of the child's school or child care provider as a result of a public health emergency) except for leave to care for a child who requires home care due to an illness, injury or condition that is a serious health condition;
- b. Leave described in ORS 659A.159 (1)(~~eb~~) (death of a family member); or
- c. Leave authorized under ORS 659A.093 (leave for spouses of members of the military upon deployment or call to active duty).

3. "Family member" means:

- a. The spouse of a covered individual;
- b. A child ~~of a covered individual~~ or the child's spouse or domestic partner;
- c. A parent ~~of a covered individual~~ or the parent's spouse or domestic partner;
- d. A sibling or stepsibling of a covered individual or the sibling's or stepsibling's spouse or domestic partner;
- e. A grandparent of a covered individual or the grandparent's spouse or domestic partner;
- f. A grandchild of a covered individual or the grandchild's spouse or domestic partner;
- g. The domestic partner of a covered individual; or
- h. Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.

4. "Medical leave" means leave from work taken by a covered individual that is made necessary by the individual's own serious health condition.

5. "Safe leave" means leave related to domestic violence, harassment, sexual assault, bias, or stalking and relocation for health and safety reasons as provided in ORS 659A.272.

~~6. “Serious health condition” means an illness, injury, impairment, or physical or mental condition of a claimant or their family member that:~~

- ~~a. Requires inpatient care in a medical care facility such as, but not limited to, a hospital, hospice, or residential facility such as, but not limited to, a nursing home or inpatient substance abuse treatment center;~~
- ~~b. In the medical judgment of the treating health care provider poses an imminent danger of death, or that is terminal in prognosis with a reasonable possibility of death in the near future;~~
- ~~c. Requires constant or continuing care, including home care administered by a health care professional;~~
- ~~d. Involves a period of incapacity. “Incapacity” is the inability to perform at least one essential job function, or to attend school or perform regular daily activities for more than three consecutive calendar days. A period of incapacity includes any subsequent required treatment or recovery period relating to the same condition. The incapacity must involve one of the following:~~

- ~~(1) Two or more treatments by a health care provider; or~~
- ~~(2) One treatment plus a regimen of continuing care.~~

- ~~e. Results in a period of incapacity or treatment for a chronic serious health condition that requires periodic visits for treatment by a health care provider, continues over an extended period of time, and may cause episodic rather than a continuing period of incapacity, such as, but not limited to, asthma, diabetes, or epilepsy;~~
- ~~f. Involves permanent or long-term incapacity due to a condition for which treatment may not be effective, such as, but not limited to, Alzheimer’s Disease, a severe stroke, or terminal stages of a disease. The employee or family member must be under the continuing care of a health care provider, but need not be receiving active treatment;~~
- ~~g. Involves multiple treatments for restorative surgery or for a condition such as, but not limited to, chemotherapy for cancer, physical therapy for arthritis, or dialysis for kidney disease that if not treated would likely result in incapacity of more than three calendar days;~~
- ~~h. Involves any period of disability due to pregnancy, childbirth, miscarriage or stillbirth, or period of absence for prenatal care; or~~
- ~~i. Involves any period of absence from work for the donation of a body part, organ, or tissue, including preoperative or diagnostic services, surgery, post-operative treatment, and recovery.~~

**6. “Serious health condition” means:**

- a. An illness, injury, impairment or physical or mental condition that requires inpatient care in a hospital, hospice, or residential medical care facility;
- b. An illness, disease or condition that in the medical judgement of the treating health care provider poses an imminent danger of death, is terminal in prognosis with a reasonable possibility of death in the near future, or requires constant care;
- c. Any period of disability due to pregnancy, or period of absence for prenatal care; or
- d. Any period of absence for the donation of a body part, organ or tissue, including preoperative or diagnostic services, surgery, post-operative treatment and recovery.

**Eligibility**

1. To be eligible for ~~PLO~~ Paid Leave Oregon benefits, an individual must:

- a. Be an employee of the district<sup>3</sup>;
- b. Earn at least \$1,000 in the base or alternate base year<sup>4</sup>;
- c. Contribute to the ~~PLO~~ Paid Leave Oregon 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~~ in the active benefit year; and
- g. Have no current disqualifications<sup>5</sup>.

~~Leave~~~~PL~~~~Θ~~ Paid Leave Oregon can be used for family leave, medical leave or safe leave. Up to 12 weeks of paid leave can be taken per benefit year.<sup>6</sup> Leave can be taken in one-day increments and can be consecutive or nonconsecutive.

Any family leave or medical leave taken under ~~PL~~~~Θ~~ Paid Leave Oregon must be taken concurrently with any leave taken by an eligible employee ~~under ORS 659A.150 - 659A.186 (OFLA)~~ or under the federal Family and Medical Leave Act of 1993 (P.L. 103-3, FMLA) for the same purposes. Leave taken under Paid Leave Oregon is in addition to, and may not be taken concurrently with, any leave taken pursuant to ORS 659A.150 - 659A.186 (Oregon Family Leave Act (OFLA)).

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

END OF POLICY

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Legal Reference(s):

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

~~HB-999 (2023)~~  
ORS 659A.162  
Senate Bill 1515 (2024).

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

<sup>2</sup> The overall contribution will be determined by the Department director, and is initially set at 1 percent (up to \$132,900). *{For districts with 25 or more employees:}* The employer contribution is 40 percent and the employee contribution is 60 percent of this amount. The amount will be set annually by November 15. See ORS 657B.150.<sup>3</sup> PFMLI is a state-wide benefit, and not unique to the district. An eligible individual does not need to be an employee of the district in order to be eligible for PFMLI, but this policy only applies to employees of the district.

<sup>3</sup> This provision becomes effective on January 1, 2025

<sup>4</sup> Pay could come from another Oregon employer.

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

<sup>6</sup> In some pregnancy-related situations (e.g., pregnancy, childbirth, or a related medical condition), employees may be able to take two additional weeks, for a total for 14 weeks per benefit year.

## Central Linn School District 552-C

Code: GCBDA/GDBDA  
Adopted: 4/11/94  
Revised: 04/14/05&12/13/10  
11/2017

First Reading: 01/12/26

### Family and Medical Leave

When applicable, the district will comply with the provisions of the Family and Medical Leave Act (FMLA)<sup>1</sup>, the Oregon Family Leave Act (OFLA)<sup>2</sup>, the Oregon Military Family Leave Act (OMFLA), Paid Family and Medical Leave Insurance (PFMLI) and other applicable provisions of state and federal law, Board policies and collective bargaining agreements regarding family medical leave.

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

Generally, in order for an employee to be eligible for the benefits under OFLA, the employee must work an average of 25 hours or more per week during the 180 calendar days immediately prior to the first day of the start of the requested leave.

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

PMFLI is generally available to district employees who have earned \$1,000 in subject wages or taxable income during the alternate or base years<sup>3</sup>, contributed to the PMFLI fund in the alternate or base years and are otherwise eligible.<sup>4</sup> PFMLI can be taken for family leave, medical leave or safe leave.<sup>5</sup>

Federal and state leave entitlements generally run concurrently.

FMLA, and other types of leave if provided by the district. Any leave taken under PFMLI must be taken concurrently with any leave taken under FMLA when for the same purpose.

The superintendent will develop administrative regulations as necessary for the implementation of the provisions of both federal and state law.

END OF POLICY

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#### Legal Reference(s):

[ORS 332.507](#)  
~~ORS 342.545~~  
[ORS 657B.010](#)  
[ORS 657B.025](#)  
[ORS 659A.090](#)  
[ORS 659A.093](#)  
[ORS 659A.096](#)

[ORS 659A.099](#)  
[ORS 659A.150 - 659A.186](#)  
[OAR 839-009-~~0200~~0210 - ~~0320~~0460](#)

~~Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2006); 28 C.F.R. Part 35 (2006);~~  
Family and Medical Leave Act ~~of 1993~~, 29 U.S.C. §§ 2601-2654 ~~(2006)~~; 5 U.S.C. §§ 6381-6387 (2018); Family and Medical  
Leave Act ~~of 1993~~, 29 C.F.R. Part 825 ~~(2008)~~2023).  
~~National Defense Authorization Act of 2008, Public Law 110-181, § 585(a);~~  
Americans with Disabilities Act ~~Amendments Act of 2008~~, 42 U.S.C. §§ 12101-12133 (2018); 29 C.F.R. Part 1630 (2023); 28  
C.F.R. Part 35 (2023).  
~~National Defense Authorization Act for Fiscal Year 2010, Public Law 111-84, § 565.~~  
Escriba v. Foster Poultry Farms, Inc. 743 F.3d 1236 (9<sup>th</sup> Cir. 2014)  
Senate Bill 1515 (2024).

<sup>1</sup> Generally, FMLA applies only to entities with 50 or more employees, however, FMLA applies to all public elementary and secondary educational institutions. See 29 CFR 825.600(b). The rule regarding individual employee eligibility does apply: an employee is only eligible if the employee “is employed at a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite.” See 29 CFR 825.110(a)(3). Consequently, FMLA applies to districts with fewer than 50 employees, but individual employees will not be eligible to receive benefits.

<sup>2</sup> OFLA applies to employers with 25 or more employees in Oregon (ORS 659A.153) and OMFLA applies to all public-sector employers in Oregon. (ORS 659A.090(2)) (Oregon BOLI Leave Laws – 2023 Edition)

<sup>3</sup> The wages are not required to have been earned for work in the district.

<sup>4</sup> See OAR 471-070-1010 for additional information.

<sup>5</sup> Time to effectuate the legal process for the placement of a child in foster care or a child being adopted qualifies for PFMLI starting January 1, 2025. Until then, leave is available through OFLA. {See SB 1515 (2024) Sections 4, 13, 21 and 25.

## RECOMMEND REPLACEMENT

### Family Medical Leave

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

FMLA applies to districts with 50 or more employees within 75 miles of the employee's work site, based on employment during each working day during any of the 20 or more work weeks in the calendar year in which the leave is to be taken, or in the calendar year preceding the year in which the leave is to be taken. The 50-employee test does not apply to educational institutions for determining employee eligibility.

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

In order for an employee to be eligible for the benefits under FMLA, he/she must have been employed by the district for the previous 12 months and have worked at least 1,250 hours during the past 12-month period.

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

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

Federal and state leave entitlements generally run concurrently.

The superintendent will develop administrative regulations as necessary for the implementation of the provisions of both federal and state law.

## END OF POLICY

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### **Legal Reference(s):**

[ORS 332.507](#)

[ORS 342.545](#)

[ORS 659A.090](#)

[ORS 659A.093](#)

[ORS 659A.096](#)

[ORS 659A.099](#)

[ORS 659A.150 to -659A.186](#)

[OAR 839-009-0200 to -0320](#)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2006); 28 C.F.R. Part 35 (2006).

Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601-2654 (2006); Family and Medical Leave Act of 1993, 29 C.F.R. Part 825 (2008).

National Defense Authorization Act of 2008, Public Law 110-181, § 585(a).

Americans with Disabilities Act Amendments Act of 2008.

National Defense Authorization Act for Fiscal Year 2010, Public Law 111-84, § 565.

Escriba v. Foster Poultry Farms, Inc. 743 F.3d 1236 (9<sup>th</sup> Cir. 2014)

# Central Linn School District 552-C

Code: GCBDD/GDBDD

Adopted: 5/9/16

Revised:

First Reading: 01/12/26

## Sick Time

“Employee” means an individual who ~~is employed by the district and who is paid on an hourly, stipend or salary basis, and for whom withholding is required under Oregon Revised Statute (ORS) 316.162-316.221~~ renders personal services at a fixed rate to the district if the district either pays or agrees to pay for personal services or permits the individual to perform personal services. The definition does not include volunteers or independent contractors.

Employees qualify to begin earning and accruing sick time on the first day of employment with the district and are eligible to use sick time beginning on the 91st calendar day of employment with the district and may use sick time as it is accrued.

~~Paid sick time shall accrue at the rate of one hour of paid sick time for every 30 hours the employee works up to 40 hours of paid sick time per year. Paid sick time of 40 hours shall be front-loaded to coaches at the beginning of each year. Sick time will run concurrently with FMLA/OFLA and ORS 332.507 for eligible employees. Nothing in this policy impacts the districts sick leave obligation under Oregon Revised Statute (ORS) 332.507.~~

The district employs 10 or more employees and therefore shall allow an eligible employee to access up to 40 hours of paid sick time per year. Paid sick time shall accrue at the rate of at least one hour of paid sick time for every 30 hours the employee works, or 1-1/3 hours for every 40 hours the employee works.

The employee may carry up to 40 hours of unused sick time from one year to the subsequent year. <sup>1</sup>An employee is limited to accruing no more than 80 hours of sick time and using no more than 40 hours of sick time in a year.

Sick time shall be taken in ~~four (4)~~ hourly increments ~~by licensed substitutes and in hourly increments for all other employees~~ and may be used for the employee’s or a family member’s mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive care, or for reasons consistent with ~~the qualifying~~ Family Medical Leave ~~Act~~ (FMLA)), Paid Family and Medical Leave Insurance (PFMLI) or Oregon Family Leave (OFLA). Sick time may also be used in the event of a public health emergency or for leave to address domestic violence, harassment, sexual assault, bias, or stalking under ORS 659A.272. When sick time is used to care for, or to deal with the death of, an individual related by blood or affinity whose close association with the district employee is the equivalent of a family relationship, the district requires an attestation form signed and submitted by the employee.

The use of sick time may not lead to, or result in, an adverse employment action against the employee.

The district reserves the right, after an employee uses sick time for more than three (3) consecutive scheduled workdays ~~of absence~~, to require ~~proof of personal illness or injury from an employee~~ verification or certification in accordance with law of the need for the sick time. If an employee refusing to submit to such an examination fails to provide verification or certification or fails to provide other

evidence as required by the district, the employee shall be subject to appropriate disciplinary action, up to and including dismissal.

When the reason for sick time is consistent with FMLA, PFMLI or OFLA leave, sick time leave and qualifying FMLA, PFMLI or OFLA leave will run concurrently.

When the reason for sick time is consistent with ORS 332.507, sick time leave and leave pursuant to ORS 332.507 will run concurrently.

If the reason for sick time is a foreseeable absence, the district ~~may~~ requires ~~an~~ the employee to provide advance notice of ~~their~~ the intention to use sick time <sup>2</sup>10 days prior to when the requested sick time is to begin, or as soon as otherwise practicable. When ~~the~~ an employee uses sick time for a foreseeable absence, the employee shall take reasonable effort to schedule the sick time in a manner that does not unduly disrupt the operations of the district (e.g., grading deadlines, in-service training, and mandatory meetings). The district may discipline an employee if the employee fails to make a reasonable effort to schedule leave in a manner that does not unduly disrupt the operations of the district.

If the reason for sick time is unforeseeable, such as an emergency, accident or sudden illness, the employee shall notify the district at least 24 hours in advance or, when circumstances prevent the employee from providing notice as required, as soon as practicable.

The district may discipline an employee for violating workplace policies and procedures if the employee fails to provide notice as required.

The district shall establish a standard process to track the eligibility for sick time of a substitute.

## END OF POLICY

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### Legal Reference(s):

[ORS 332.507](#)  
[ORS 342.545](#)  
[ORS 342.610](#)  
[ORS 653.601 - 653.661](#)

[ORS 659A.150 - 659A.186](#)  
[OAR 839-007-0020 - 0065](#)  
~~SB 454 (2015)~~

Americans with Disabilities Act ~~of 1990~~ Americans with Disabilities Act Amendments Act, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (~~2006~~2023); 28 C.F.R. Part 35 (~~2006~~2023).  
Family and Medical Leave Act ~~of 1993~~, 29 U.S.C. §§ 2601-2654 ((~~2006~~2018); Family and Medical Leave Act ~~of 1993~~, 29 C.F.R. Part 825 ((~~2006~~2023). ~~Americans with Disabilities Act Amendments Act of 2008.~~

<sup>1</sup>If the district chooses to limit the accrual or usage, the district must choose language in the bracketed sentence and keep this sentence in policy. The application of these limits need not be applied to employers with less than 10 employees and who front-load at least 40 hours of unpaid sick time or unpaid time off at the beginning of each year used to calculate the accrual and usage of sick time or time off. (ORS 653.606 (1)(d))

<sup>2</sup>ORS 653.621(3): "...not to exceed 10 days"



## CENTRAL LINN SCHOOL DISTRICT POLICY AGENDA ITEM

January 12, 2026

**POLICY:** CBG, Evaluation of the Superintendent

**OSBA Recommendation:** Required

### First Reading

#### **DESCRIPTION OF CHANGE RECOMMENDATION:**

There are no significant changes to the evaluation process for the superintendent or administrators. This update serves as a reminder for the board to review the superintendent evaluation policy to ensure alignment with current practice and contract language, and for the superintendent to review administrator contracts with the same considerations. Policy language should be revised if terms or procedures have changed.

#### **SUPERINTENDENT'S RECOMMENDATION:**

For discussion.

## Central Linn School District 552-C

Code: **CBG**  
Adopted: 8/11/97  
Revised: 4/14/05; 11/13/17  
First Reading: 01/12/26

### Evaluation of the Superintendent

The Board will formally evaluate the superintendent's job performance by February 15, of each year. The evaluation will be based on the ~~administrative~~ superintendent's job description, any applicable standards of performance, Board policy and progress in attaining any goals for the year established by the superintendent and/or the Board.

Additional or alternative criteria for the evaluation, if any, will be developed at a public Board meeting prior to conducting the evaluation. The superintendent will be notified of the additional or alternative criteria prior to the evaluation.

The Board's discussion and conferences with and about the superintendent and his/her performance will be conducted in an executive session, unless the superintendent requests a session open to the public. Such an executive session will not include a general evaluation of any district goal, objective, or operation. Results of the evaluation will be written and placed in the superintendent's personnel file.

At the Board's discretion, it may notify the superintendent in writing of specific areas to be remedied, and the superintendent may be given an opportunity to correct the problem(s). Where the Board provided written notice pursuant to the prior sentence, if the Board determines the superintendent's performance remains unsatisfactory, the Board may dismiss or non-renew the superintendent pursuant to Board policy, the superintendent's employment contract and state law and rules. The superintendent's employment contract shall take precedent over this policy.

END OF POLICY

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Legal Reference(s):

ORS 192.660 (2)(8)  
ORS 332.107  
ORS 332.505  
~~ORS 342.513~~

~~ORS 342.815~~  
OAR 581-022-2405  
~~OAR 581-022-1720~~

Hanson v. Culver School District No. 5 (FDAB 1975).

## **Paid Family and Medical Leave Insurance (PFMLI)**

### **Application**

Employees may submit applications for Paid Leave Oregon<sup>1</sup> (~~PLO~~) to the Oregon Employment Department (“Department”).<sup>2</sup> Applications may be submitted up to 30 days prior to the start of the leave and up to 30 days after the start of the leave.<sup>3</sup> The Department may require verification from the employee.<sup>4</sup> The Department will make all decisions regarding acceptance and denial of an application, including determining the amount of the benefit.<sup>5</sup> The district cannot accept, file, process or make decisions on applications.

An employee may appeal an approval or denial of claim, the amount of a weekly benefit or a disqualification from receipt of benefits to the Department in accordance with Oregon Revised Statute (ORS) 657B.410 and Oregon Administrative Rule (OAR) 471-070-8005.

### **Employee Notice to District**

If the leave is foreseeable<sup>6</sup>, the employee must provide the district with written notice<sup>7</sup> at least 30 calendar days prior to the leave. If the leave is not foreseeable<sup>8</sup> the employee must give oral notice to the district within 24 hours of the start of the leave, and must provide written notice within 3 days after the start of leave.<sup>9</sup> The district requests as much advance 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~~ Paid Leave Oregon to satisfy the notice requirements. Notice may be provided by another party on behalf of the employee in accordance with state law.

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

### **Concurrent Use of District-Provided Paid Leave**

~~The district allows employees to use all or a portion of employer-provided paid leave in addition to receiving PLO benefits. Example:~~

~~An employee applies and is approved for PLO for a personal serious medical condition, which also qualifies for OFLA leave. 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 up to 100% of typical salary. If determined by district that employee has received payment from both district and PLO as duplicate for the same hours, district pay shall be reversed.~~

The employee will be allowed to use available district-provided paid leave (e.g., sick, vacation or otherwise) for days that Paid Leave Oregon is received to the extent that the total combined amount of accrued paid leave and benefits received by the employee does not exceed an amount equal to the employee's full wage replacement during the period of leave.

Example: The Department determines that the rate of pay will be 75 percent of the employee's regular salary. The employee will be allowed to use available district-provided paid leave (sick, vacation or otherwise), subject to any applicable collective bargaining agreement or other agreement for days Paid Leave Oregon benefits are received. The employee may use such leave to the extent that the total combined amount of accrued paid leave and Paid Leave Oregon benefits received by the employee does not exceed an amount equal to the employee's full wage replacement during the period of leave.

## **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.<sup>10</sup> If the position no longer exists, the employee is entitled to a be restored to any available equivalent position ~~equal to their previous position;~~ with ~~equal~~ equivalent employment 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~~ Paid Leave Oregon, 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.

## **District Notice to Employees**

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

1. The right of an eligible employee to claim and receive family and medical leave insurance benefits;
2. The procedure for filing a claim for benefits;
3. That an eligible employee must provide notice to the district before the employee commences leave, and a description of the penalties for failure to comply with the notice requirements;
4. The right of an eligible employee to job protection and benefits continuation;
5. The right of an eligible employee to appeal a decision or determination made by the Department director;
6. That discrimination and retaliatory personnel actions against an employee for inquiring about the PFMLI or ~~PL~~~~O~~ Paid Leave Oregon program, giving notification of leave under the program, taking leave under the program or claiming PFMLI or ~~PL~~~~O~~ Paid Leave Oregon 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 the district by an employee is confidential and may not be released without the permission of the employee unless state or federal law or a court order permits or requires disclosure.<sup>11</sup>

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

### **District Filings**

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

### **Employee Protections**

No employee or prospective employee will be discriminated or retaliated against for inquiring about PFMLI or ~~PL~~~~O~~ Paid Leave Oregon, giving notification of leave under ~~PL~~~~O~~ Paid Leave Oregon, taking ~~PL~~~~O~~ Paid Leave Oregon leave or claiming ~~PL~~~~O~~ such 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.

1 "Paid Leave Oregon" means the Paid Family and Medical Leave Insurance program described in ORS 657B.

2 For application requirements see Oregon Administrative Regulation (OAR) 471-070-1100. Applications can be submitted at [https://frances.oregon.gov/\\_/to-the-Employment-Department-through-the-Paid-Leave-Oregon-program](https://frances.oregon.gov/_/to-the-Employment-Department-through-the-Paid-Leave-Oregon-program).

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

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

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

6 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.

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

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 An eligible employee who takes safe leave shall give the employer reasonable advance notice of the individual's intention to take safe leave, unless giving the advance notice is not feasible. If other leave also applies (OFLA, FMLA, etc.), notice requirements for those types of leave may also apply.

10 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.

11 Paid Leave Oregon has provided a model notice, <https://paidleave.oregon.gov/DocumentsForms/Paid-Leave-ModelNotice-Poster-EN.pdf>.

# Central Linn School District 552-C

Code: GCBDA/GDBDA-AR(1)  
Adopted: 04/11/94  
Revised: 04/14/05; 12/13/10;  
11/13/17; 01/12/25  
NOT FOR ADOPTION

## Family and Medical Leave

### Employee Eligibility

FMLA benefits are available to employees who have been employed by the district for at least 12 months, have worked at least 1,250 hours during the past 12-month period and work at a worksite that employs 50 district employees within 75 miles of the worksite.

An employee who has previously qualified for and has taken some portion of FMLA leave may request additional FMLA leave within the same leave year. In such instances, the employee may not need to requalify as an eligible employee.

Generally, in order for an employee to be eligible for the benefits under OFLA, the employee must work an average of 25 hours or more per week during the 180 calendar days<sup>1</sup> immediately prior to the first day of the start of the requested leave.<sup>2</sup>

An employee is eligible to take leave for any purposes of OFLA during a period of time covered by a public health emergency except:

1. An employee who has worked for the district for fewer than 30 days immediately before the date on which the family leave would commence; or
2. An employee who has worked for the district for an average of fewer than 25 hours per week in the 30 days immediately before the date on which the family leave would commence.

An employee of the district is eligible to take leave for purposes of OFLA if the employee:

1. Separates from employment with the district, irrespective of any reason:
  - a. Is eligible to take leave OFLA at the time the employee separates; and
  - b. Is reemployed by the district within 180 days of separation from employment; or
2. Is eligible to take OFLA leave:
  - a. At the beginning of a temporary cessation of scheduled hours of 180 days or less; and
  - b. Returns to work at the end of the temporary cessation of scheduled hours of 180 days or less.

Any OFLA leave taken by the employee within any one-year period continues to count against the length of time of OFLA leave the employee is entitled. The amount of time that an employee is deemed to have worked for the district prior to a break in service due to a separation from employment or a temporary

cessation of scheduled hours shall be restored to the employee when the employee is reemployed by the district within 180 days of separation from employment or when the employee returns to work at the end of the temporary cessation of scheduled hours of 180 days or less.

When an employee requests OFLA leave, or when the district acquires knowledge that an employee's leave may be for a purpose that constitutes OFLA leave, the district will notify the employee of the employee's eligibility to take OFLA leave within five business days, absent extenuating circumstances. Whether an employee is an "eligible employee" as defined in OAR 839-009-0210 is determined, a notice must be provided, at the commencement of the first instance of each purpose for leave listed in OAR 839-009-0240 during the OFLA leave year. If an employee is an "eligible employee" as defined in OAR 839-009-0210 for the purpose listed in OAR 839-009-0240, the employee's eligibility for that purpose does not change during the applicable 12-month period. In addition:

1. An employee taking, in any order, some or all of 12 weeks of OFLA pregnancy disability leave and some or all of 12 weeks of OFLA leave for any other purpose, need not requalify each time the employee takes OFLA leave within the same leave year;
2. An employee who has taken 2 weeks of OFLA child placement leave need not requalify for up to an additional 12 weeks of leave within the same leave year when used for the purposes of OFLA sick child leave;
3. An employee unable to work because of a disabling compensable injury<sup>3</sup> need not requalify under OAR 839-009-0210 in order to use OFLA leave following a period the employee is off work due to the compensable injury.

In determining if an employee has been employed for the preceding 180 calendar days under OFLA, the district must consider days, paid or unpaid, an employee is maintained on payroll.

Leave under the Oregon Military Family Leave Act (OMFLA) applies to employees who work an average of at least 20 hours per week. There is no minimum number of days worked when determining employee eligibility for OMFLA.

In determining average workweek, under FMLA and OFLA, the employer must count the actual hours worked using the Fair Labor Standards Act (FLSA) guidelines.

## **Qualifying Reason**

Eligible employees may access FMLA leave entitlements for the following reasons:

1. Serious health condition of the employee or the employee's covered family member. "Serious health condition" means an illness, injury, impairment or physical or mental condition that involves inpatient care<sup>4</sup> or continuing treatment by a health care provider<sup>5</sup>.
2. Parental leave<sup>6</sup> (separate from eligible leave as a result of a child's serious health condition):
  - a. Bonding with and caring for the employee's newborn child (within 12 months following birth);
  - b. Bonding with and caring for a newly adopted child or newly placed child in foster care<sup>7</sup> under the age of 18 (within 12 months of placement);

- c. Caring for a newly adopted child or newly placed child in foster care 18 years of age or older who is incapable of self-care because of a mental or physical disability (within 12 months of placement);
  - d. Time to effectuate the legal process required for placement of a child in foster care or the adoption of a child.
3. Military caregiver leave: leave for the care for spouse, child or next-of-kin who is a covered servicemember with a serious injury or illness;
  4. Qualifying exigency leave: leave arising out of deployment to a foreign country of the employee's spouse, child or parent who is a military member on active duty or call to covered active duty status.

Eligible employees may access OFLA leave entitlements for the following reasons:

1. Pregnancy disability leave: leave taken by an employee for their own disability related to pregnancy, including pregnancy termination or childbirth, whether the disability occurs before, during or after the birth of the child or for prenatal care, including fertility or infertility treatment.
2. Sick child leave: leave taken to care for an employee's child suffering from an illness, injury, or condition that requires home care. Under OFLA, sick child leave includes leave to care for an employee's child whose school or child care provider has been closed<sup>8</sup> in conjunction with a statewide public health emergency declared by a public health official.<sup>9</sup>
3. Bereavement leave: leave taken to deal with the death of a covered family member and includes leave taken to attend the funeral or alternative to a funeral of the family member, to make arrangements necessitated by the death of the family member, or to grieve the death of the family member.<sup>10</sup> When such leave is used for a family member who is related by affinity, the district requires an attestation form signed and submitted by the employee.
4. Child placement leave: leave taken under OFLA before January 1, 2025, to effectuate the legal process required for placement of a foster child or the adoption of a child.
5. Leave previously protected by OFLA<sup>11</sup>: 1) leave to which an eligible employee was entitled under ORS 659A.150 - ORS 659A.186 on June 30, 2024; and 2) leave to which an eligible employee would not be entitled under ORS 659A.150 - ORS 659A.186 on July 1, 2024 and may now be entitled leave under Paid Family and Medical Leave (ORS 657B).
6. Eligible employees may also access OMFLA under OFLA for the purpose of spending time with a spouse or domestic partner who is in the military and has been notified of an impending call or order to active duty, or who has been deployed during a period of military conflict.

## Definitions

1. Family member:
  - a. For the purposes of FMLA, "family member" means:
    - i. Spouse<sup>12</sup>;
    - ii. Parent<sup>13</sup>;
    - iii. Child; or

iv. Persons who are “in loco parentis.”

2. For the purposes of OFLA, “family member” means an eligible employee’s:
  - a. Spouse or domestic partner;
  - b. Child or the child’s spouse or domestic partner;
  - c. Parent or the parent’s spouse or domestic partner;
  - d. Sibling or stepsibling, or the sibling’s or stepsibling’s spouse or domestic partner;
  - e. Grandparent or the grandparent’s spouse or domestic partner;
  - f. Grandchild or the grandchild’s spouse or domestic partner; or
  - g. Any individual related by blood or affinity whose close association with an eligible employee is the equivalent of a family relationship.<sup>14</sup>
3. Child:
  - a. For the purposes of FMLA, “child” means the eligible employee’s biological or adopted child, a child the employee is fostering, a stepchild, a legal ward or a child of a person standing “in loco parentis”, who is either under the age of 18, or who is 18 years of age or older and who is incapable of self-care because of a physical or mental disability.
  - b. For the purposes of Military Caregiver Leave and Qualifying Exigency Leave under FMLA, “child” means the employee’s child on covered active duty regardless of that child’s age.
  - c. For the purposes of OFLA, “child” means the eligible employee’s biological or adopted child, a child the employee is fostering, a stepchild, the child of the employee’s spouse or domestic partner, or a child with whom the employee is or was in a relationship of “in loco parentis.”
  - d. For the purposes of child placement leave and sick child leave only under OFLA, the child must be under the age of 18 or an adult dependent child substantially limited by a physical or mental impairment.
4. In loco parentis:
  - a. For the purposes of FMLA, “in loco parentis” means persons with day-to-day responsibility to care for or financially support a child, or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
  - b. For the purposes of OFLA, “in loco parentis” means person in the place of the parent, having financial or day-to-day responsibility for the care of a child. A legal or biological relationship is not required.

5. Next of kin:

For the purposes of FMLA , “next of kin” means the nearest blood relative other than the covered servicemember’s spouse, parent or child in the following order of priority (unless otherwise designated in writing by the servicemember):

- a. Blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions;
- b. Siblings;
- c. Grandparents;

- d. Siblings of parents and their spouses; and
- e. First cousins.

6. Covered servicemembers:

For the purposes of FMLA, “covered servicemember” means a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness; or a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

7. Covered veteran:

For the purposes of FMLA, “covered veteran” means an individual who was:

- a. A member of the Armed Forces (including a member of the National Guard or Reserves);
- b. Discharged or released under conditions other than dishonorable; and
- c. Discharged within the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

8. Public health emergency:

For OFLA a “public health emergency” means;

- a. A public health emergency declared under ORS 433.441.
- b. An emergency declared under ORS 401.165 if related to a public health emergency as defined in ORS 433.442.

## **Leave Period**

For the purposes of calculating an employee’s leave period for FMLA, the district will use a “rolling” 12-month period measured backward from the date the employee uses any FMLA leave.

For the purposes of calculating an employee’s leave period for OFLA, the district will use a period of 52 consecutive weeks beginning on the Sunday immediately preceding the date on which family leave commences.

The methods for calculating the leave period for FMLA or OFLA leave entitlement shall be used for all employees.

The leave period for the purposes of Military Caregiver Leave under FMLA shall be dependent on the start of any such leave regardless of the district’s designated leave period described above.

## **Leave Duration**

For the purposes of FMLA, an eligible employee is generally entitled to a total of 12 weeks of qualified leave during the district’s designated leave period (12-month period)<sup>15</sup>. Spouses who work for the district

and are eligible for FMLA leave may be limited to a combined total of 12 weeks of FMLA leave during the district's designated leave period when the purpose of the leave is for:

1. Birth of a child or to care for a child after birth;
2. Placement of an adopted child or child in foster care, the care for an adopted child or child in foster care after placement; or
3. Care of the employee's parent with a serious medical condition.

Except in specific and unique instances, all qualified leave under FMLA counts toward an employee's leave entitlement within the designated leave period.

For the purposes of OFLA, an eligible employee is generally entitled to a total of up to 12 weeks of OFLA leave, for sick child leave and bereavement leave, during the designated leave period. An eligible employee is entitled to a total of two weeks of bereavement leave upon the death of each family member of the employee within a leave year, except that the eligible employee may not take more than four weeks of bereavement leave within a leave year.

An employee may also be entitled to take a total of 12 weeks of OFLA pregnancy disability leave within the same leave year.

Under OFLA, the employee may use all or part of the 12 weeks of sick child or bereavement leave and all or part of the 12 weeks of pregnancy disability leave in any order.

In addition to the 24 weeks of possible OFLA leave identified above, an eligible employee is entitled to a total of two weeks of child placement leave within an OFLA leave year until January 1, 2025. The adoption or foster placement of multiple children at one time entitles the employee to take only one two-week period of child placement leave.

Unlike FMLA, OFLA does not combine the leave entitlement when two or more family members work for the district. Under OFLA, family members who work for the district may be restricted from taking concurrent OFLA qualified leave.<sup>16</sup>

For the purposes of OMFLA, an eligible employee is entitled to 14 days of leave per call or order to active duty or notification of a leave from deployment. When an employee also meets the eligibility requirements of OFLA, the duration of the OMFLA leave counts toward that employee's leave entitlement during the designated leave period.

Qualified leave under FMLA and OFLA for an eligible employee will run concurrently during the designated leave period if for the same qualifying reason. Qualified leave under FMLA will run concurrently with other qualified leave covered under Paid Family and Medical Leave Insurance (PFMLI) and/or available sick leave under ORS 653.601 - 653.661 for eligible employees. Qualified leave under OFLA may also run concurrently with leave taken under the sick leave law in ORS 653.601 - 653.661 if for the same qualifying reason, but not concurrent with PFMLI.

For the purpose of tracking the number of leave hours an eligible employee is entitled and/or has used during each week of the employee's leave, leave entitlement is calculated by multiplying the number of hours the eligible employee normally works per week by 12<sup>17</sup>. If an employee's schedule varies from

week-to-week, a weekly average of the hours worked over the 12 months worked prior to the beginning of the leave period shall be used for calculating the employee's normal workweek<sup>18</sup>. If an employee takes intermittent or reduced work schedule leave, only the actual number of hours of leave taken may be counted toward the 12 weeks of leave to which the employee is entitled.

Holidays which occur within the week taken as FMLA may be counted against FMLA entitlement.<sup>19</sup> However, for leave taken in increments of less than one week, holidays in which employees generally are not expected to report do not count against the employees FMLA leave entitlement.

Under OFLA, days in which the district is not in operation, are not counted toward intermittent or reduced work schedule OFLA leave.

### **Intermittent Leave**

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

Intermittent leave is taken in separate periods of time (i.e., hours, days, weeks, etc.), rather than in one continuous period of time, and/or requiring an altered or reduced work schedule. For OFLA this includes but is not limited to sick child leave taken requiring an altered or reduced work schedule because the intermittent or recurring closure of a child's school or child care provider due to a statewide public health emergency declared by a public health official.

When an exempt employee is eligible for both OFLA and FMLA leave, and the employee takes intermittent leave in blocks of less than one day, if done in accordance with 29 CFR § 825.206, the district may reduce the employee's salary for the part-day absence without the loss of the employee's exempt status in accordance with OAR 839-020-0004(32).

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

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

### **Alternate Work Assignment**

Under FMLA, the district may transfer an employee taking intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment to an alternate position for which the employee is qualified and which better accommodates an employee's recovery from a serious health condition, a serious health condition of a spouse, parent, son, or daughter, or a serious injury or illness of a covered servicemember. However, the district may not transfer the employee to an alternative position in order to discourage the employee from taking leave or otherwise work a hardship on the employee.

Under FMLA, when an employee who is taking leave intermittently or on a reduced leave schedule and has been transferred to an alternative position no longer needs to continue on leave and is able to return to

full-time work, the employee will be placed in the same or equivalent job as the job they left when the leave commenced. An employee may not be required to take more leave than necessary to address the circumstance that precipitated the need for leave.

Under OFLA, the district may transfer an employee on intermittent OFLA leave or reduced work schedule into an alternate position with the same or different duties to accommodate leave, provided:

1. The employee accepts the position voluntarily and without coercion;
2. The transfer is temporary, lasts no longer than necessary to accommodate the leave and has equivalent pay and benefits;
3. The transfer is compliant with any applicable collective bargaining agreement, as well as with state and federal law;
4. The transfer to an alternate position is used only when there is no other reasonable option available that would allow the employee to use intermittent leave or reduced work schedule; and
5. The transfer is not used to discourage the employee from taking leave or to create a hardship for the employee.

Under OFLA, an employee transferred to an alternate position for the purpose of a reduced work schedule must be returned to the employee's former position when the employee notifies the employer that the employee is ready to return to the former position at the end of the alternate duty leave.

The district may transfer an eligible employee to an alternate position that accommodates OFLA pregnancy disability leave provided:

1. The employee accepts the transfer position voluntarily and without coercion;
2. The transfer is temporary, lasts no longer than necessary and has equivalent pay and benefits;
3. The transfer is compliant with any applicable collective bargaining agreements, as well as with state and federal law;
4. The transfer is not used to discourage the employee from taking OFLA leave or to create a hardship for the employee.

Under OFLA, if an eligible employee is transferred to an alternative position and as a result the employee works fewer hours than the employee worked in the original position, the employee's OFLA leave time is determined by calculating the difference between the number of hours the employee worked in the original position and the number of hours the employee actually works in the alternative position.

An employee is not on OFLA leave if the employee has been transferred – as provided for in OAR 839-009-0245 (5) – to an alternate position for the purpose of alternate work duties that the employee is able to perform within the limitations of the employee's pregnancy disability, but not requiring a reduced workweek. An employee working in an alternate position retains the right to return to the employee's original position at any time during the employee's OFLA leave. This does not impair the right of an employee to a reasonable accommodation or the application of any other state or federal law.

## Special Rules for School Employees

For the purposes of FMLA, “instructional employee” means those whose principal function is to teach and instruct students in a class, a small group or an individual setting. Athletic coaches, driving instructors and special education assistants, such as interpreters<sup>20</sup> for the hearing impaired, are included in this definition. This definition does not include teacher assistants or aides who do not have as their principal job actual teaching or instructing, auxiliary personnel such as counselors, psychologists, curriculum specialists, cafeteria workers, maintenance workers or bus drivers.

FMLA leave that is taken for a period that ends with the school year and begins with the next semester is considered consecutive rather than intermittent. The period during the summer vacation when the employee would not have been required to report for duty is not counted against the employee’s FMLA leave entitlement. In any such situation, the eligible instructional employee will receive any benefits during the break period that employees would normally receive if they had been working at the end of the school year.

### 1. Foreseeable Intermittent Leave Exceeding 20 Percent of Working Days

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

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

If an instructional employee does not give required notice of foreseeable FMLA leave to be taken intermittently or on a reduced leave schedule, the district may require the employee to take leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the district may require the employee to delay the taking of leave until the notice provision is met.

### 2. Limitation on Leave Near the End of the Term<sup>21</sup>

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

- a. When the qualified leave begins more than five weeks before the end of the term, the district may require the employee to continue taking leave until the end of the term if:
  - i. The leave will last at least three weeks; and
  - ii. The employee would return to work during the three-week period before the end of the term.

- b. When the qualified leave begins during a five-week period before the end of the term and the purpose of such leave is parental leave, for the serious health condition of a family member or to care for a covered servicemember, the eligible instructional employee may be required by the district to remain on leave until the end of the term if:
  - i. The leave will last more than two weeks; and
  - ii. The employee would return to work during the two-week period before the end of the term.
- c. When the qualified leave begins within three weeks of the end of the term and the purpose of such leave is parental leave, for the serious health condition of a family member or to care for a covered servicemember, the eligible instructional employee may be required to remain on leave until the end of the term if the length of the leave will last more than five working days.

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

For the purposes of OFLA leave, if an employee<sup>22</sup> begins a period of bereavement leave during the three-week period before the end of the term and the duration of the leave is greater than five working days, the district may require the employee continue on family leave until the end of the term.

### **Paid/Unpaid Leave**

FMLA and OFLA do not require the district to pay an eligible employee who is on a qualified leave. Paid Family and Medical Leave Insurance (PFMLI) leave taken via Paid Leave Oregon or an equivalent plan will run concurrently with FMLA and leave available under ORS 653.601 - 653.661 when taken for the same purpose. The employee will use any available accrued paid leave including personal, sick or vacation leave during the leave period <sup>23</sup>to the extent that the total combined amount of accrued paid leave and benefits received from PFMLI does not exceed an amount equal to the employee's full wage replacement during the period of leave. The district will notify the eligible employee when the requested leave has been designated as FMLA or OFLA leave and ask the employee about the use of available accrued paid leave.

Eligible employees taking OMFLA leave are entitled to use available accrued paid time off during the OMFLA leave period.

### **Benefits and Insurance**

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

During an OFLA qualified leave an eligible employee does not accrue seniority or other benefits that would have accrued while the employee was working, unless the terms of a collective bargaining agreement, other agreement or other district policy provide otherwise.<sup>24</sup> The eligible employee is also subject to layoff to the same extent similarly situated employees not taking OFLA leave are subject unless the terms of an applicable collective bargaining agreement, other agreement or the district's policies provide otherwise.

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

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

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

### **Fitness-for-Duty Verification**

For purposes of FMLA, prior to the reinstatement of an employee following a leave which was the result of the employee's own serious health condition, the district may require the employee to obtain and present a Fitness-for-Duty Certification. If the district is going to require a Fitness-for-Duty Certification upon return to work, the district must notify the employee of such requirement when the leave is designated as FMLA leave and that failure to provide the certification may result in a delay or denial of reinstatement. Any costs associated with obtaining the certification shall be borne by the employee.

### **Application**

For purposes of FMLA, an eligible employee requesting FMLA leave shall provide at least 30 days' notice prior to the leave date if the leave is foreseeable. The notice shall be written and include the anticipated start date, duration and reasons for the requested leave. When appropriate, the eligible employee must make a reasonable effort to schedule treatment, including intermittent leave and reduced leave, so as not to unduly disrupt the operation of the district. An eligible employee able to give advance notice of the need to take FMLA leave must follow the district's known, reasonable and customary procedures for requesting any kind of leave.

For purposes of OFLA, an eligible employee shall provide at least <sup>25</sup> 30 days' written notice of the need for foreseeable leave before starting family leave. An employee may commence family leave without prior notice in the event of: an unexpected illness, injury or condition of a child of the employee that requires home care; the death of a family member; or an illness, injury or condition related to the employee's own pregnancy or childbirth that disables the employee from performing any available job duties offered by the district. If an employee commences leave without prior notice as allowed above, the employee must give oral notice<sup>26</sup> to the employer within 24 hours of the commencement of the leave and must provide the written notice within three days after returning to work. Failure of an employee to provide the required notice for leave may result in the district deducting up to three weeks from the employee's unused OFLA leave in that one-year leave period. The employee may be subject to disciplinary action for not following the district's notice procedures.

The district may request additional information<sup>27</sup> to determine the requested leave qualifies as FMLA or OFLA leave. The district may designate the employee as provisionally on FMLA or OFLA leave until sufficient information is received to properly make a determination. An eligible employee able to give advance notice of the need to take leave must follow the district's known, reasonable and customary procedures for requesting any kind of leave.

For the purposes of FMLA, if advance notice is not possible, an employee eligible for FMLA leave must provide notice as soon as practicable. "As soon as practicable," for the purpose of FMLA leave, means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case. In most situations, as soon as practicable will be within one business day of an employee becoming aware of the need. Failure of an employee to provide the required notice for FMLA leave may result in the district delaying the employee's leave up to 30 days after the notice is ultimately given.<sup>28</sup>

For the purposes of OFLA, if an eligible employee is taking leave in an unforeseeable situation, an employee must give oral or written notice<sup>29</sup> within 24 hours before or after commencement of the leave. In all cases, proper documentation must be submitted no later than three working days following the employee's return to work.

For purposes of OMFLA, an employee must provide the district with notice of the intention to take leave within five business days of receiving official notice of an impending call or order to active duty or of a leave from deployment.

## **Verification**

Under FMLA, the district may require an eligible employee to provide medical certification, when appropriate<sup>30</sup>, to support the stated reason for such leave. In most cases, the district will provide written notification to an employee of this requirement within five working days of the employee's request for leave. The employee is required to submit such medical certification no later than 15 calendar days after receipt of the district's notification that medical certification is required, unless not practicable. Any additional certifications, including second and third opinions, will be in accordance with applicable law.

Under OFLA, the district may require an eligible employee to provide medical verification, when appropriate<sup>31</sup>, to support the stated reason for qualifying OFLA leave. The district will provide written notification to an employee of this requirement and state the consequences for failure to provide the requested medical verification. If the employee gives advance written notice of foreseeable leave, the district may require the employee to provide medical verification for OFLA leave before the leave starts. If the employee begins unforeseeable OFLA leave without prior notice, the employee is required to submit such medical verification within 15 calendar days after receipt of the district's request for medical verification. The employee may be subject to disciplinary action for not providing the requested medical verification.

For the purposes of OFLA qualified leave, costs associated with obtaining the medical verification shall be borne by the district, or be paid as otherwise allowed by law. The district will not delay the use of qualifying OFLA leave when medical verification is not received before the commencement of unforeseeable leave. The district may not require an employee to obtain a second opinion.

Under OFLA, the district may request verification for the need for leave to care for a child who requires home care due to the closure of the child's school or child care provider as a result of a public health emergency. A request for verification may include a request for:

1. The name of the child requiring home care;
2. The name of the school or child care provider that is subject to the closure;

3. A statement from the employee that no other family member of the child is willing and able to care for the child; and
4. A statement that special circumstances exist that require the employee to provide home care for the child during the day, if the child is older than 14 years of age.

## **Posted Notice**

The district will post the Bureau of Labor and Industries Family Leave notice in each building or worksite in an area that is accessible to and regularly frequented by employees.<sup>32</sup> The district will also post a notice explaining the provisions of FMLA and providing information concerning the procedures for filing complaints.<sup>33</sup>

## **Record Keeping**

The district will maintain all records as required by federal and state laws including dates leave is taken by employees, identified separately from other leave; hours/days of leave; copies of general and specific notices to employees, including Board policy(ies) and regulations; premium payments of employee health benefits while on leave and records of any disputes with employees regarding granting of leave.

Medical documentation will be maintained separately from personnel files as confidential medical records.

## **Federal vs. State Law**

Both federal and state law contain provisions for family and medical leave. Federal regulations state an employer must comply with all leave laws; that the federal law does not supersede any provision of state law that provides greater family or medical leave rights than those established pursuant to federal law; and if leave qualifies for FMLA and OFLA leave, the leave used counts against the employee's entitlement under both laws. State law requires that FMLA and OFLA or other state leave entitlements run concurrently when for the same purpose.

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<sup>1</sup> Thirty days during a declared public health emergency.

<sup>2</sup> The requirements of OFLA do not apply to any employer offering eligible employees a nondiscriminatory cafeteria plan, as defined by section 125 of the Internal Revenue Code of 1986, which provides as one of its options employee leave at least as generous as the leave required by OFLA.

<sup>3</sup> As defined in ORS 656.005.

<sup>4</sup> "Inpatient care" means an overnight stay in a hospital, hospice, or residential medical facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care. See 29 CFR § 825.114.

<sup>5</sup> "Continuing treatment" includes incapacity and treatment, pregnancy or prenatal care, chronic conditions, permanent or long-term conditions, conditions requiring multiple treatments, and absences attributable to incapacity. See 29 CFR § 815.115.

<sup>6</sup> Parental leave must be taken in one continuous block of time within 12 months of the triggering event.

<sup>7</sup> ORS 659A.159 uses the term "foster child." Districts can choose to use either "foster child" or "child in foster care" throughout this administrative regulation.

<sup>8</sup> “Closure” (OAR 839-009-0210(5)) for the purpose of sick child leave during a statewide public health emergency declared by a public health official means a closure that is ongoing, intermittent, or recurring and restricts physical access to the child’s school or child care provider as defined in OAR 839-009-0210(4).

<sup>9</sup> The district may request verification of the need for sick child leave under OFLA due to a closure during a statewide public health emergency. Verification may include:

1. The name of the child being cared for;
2. The name of the school or child care provider that has closed or become unavailable;
3. A statement from the employee that no other family member of the child is willing and able to care for the child; and
4. With the care of a child older than 14, a statement that special circumstances exist requiring the employee to provide care to the child during daylight hours.

<sup>10</sup> Bereavement leave under OFLA must be completed within 60 days of the date the employee received notice of the death. The notice of the death of a family member may be by any means and from any source.

<sup>11</sup> OAR 839-009-0215. OFLA: Leave Previously Protected by OFLA.

<sup>12</sup> “Spouse” means individuals in a marriage, including “common law” marriage and same-sex marriage.

<sup>13</sup> “Parent” means a biological, adoptive, step or foster parent, or any other individual who stood “in loco parentis” to the employee when the employee was a child as defined herein. This does not include parents “in law.”

<sup>14</sup> “Affinity” means a relationship for which there is a significant personal bond that, when examined under the totality of the circumstances, is like a family relationship. This bond may be demonstrated by, but is not limited to the following factors, with no single factor being determinative:

1. Shared personal financial responsibility, including shared leases, common ownership of real or personal property, joint liability for bills or beneficiary designations;
2. Emergency contact designation of the employee by the other individual in the relationship or the emergency contact designation of the other individual in the relationship by the employee;
3. The expectation to provide care because of the relationship or the prior provision of care;
4. Cohabitation and its duration and purpose;
5. Geographic proximity; and
6. Any other factor that demonstrates the existence of a family-like relationship.

<sup>15</sup> An eligible employee taking Military Caregiver Leave under FMLA is entitled to up to 26 weeks of leave in the 12-month period beginning with the first day of such leave and regardless of any FMLA leave taken previously during the district’s leave period. However, once the 12-month period begins for the purposes of Military Caregiver Leave under FMLA, any subsequent FMLA qualified leave, regardless of reason for such leave, will count toward the employee’s 26-week entitlement under Military Caregiver Leave under FMLA.

<sup>16</sup> Exceptions to the ability to require family members to take OFLA qualified leave at different times are when one employee needs to care for a child for a purpose described in ORS 659A.159 (1)(a) while another employee is taking pregnancy disability leave or, one or more of the employees is taking bereavement leave.

<sup>17</sup> For example, an employee normally employed to work 30 hours per week is entitled to 12 times 30 hours, or a total of 360 hours of leave.

<sup>18</sup> For example, an employee working an average of 25 hours per week is entitled to 12 times 25 hours, or a total of 300 hours of leave.

<sup>19</sup> See 29 CFR § 825.200(h).

<sup>20</sup> 29 CFR 825.600(c) uses “signers.”

<sup>21</sup> “Academic term” means the school semester, which typically ends near the end of the calendar year and the end of spring each school year. In no case may a school have more than two academic terms or semesters each year for purposes of FMLA. 29 CFR § 825.602(b)

<sup>22</sup> Applies only to an employee who is employed principally in an instructional capacity by the district.

<sup>23</sup> Select one of the two bracketed options based on district practice, i.e., keep the ending to this sentence OR delete this ending and keep the following bracketed sentence. See ORS 657B.030(2) (as amended by SB 1515 (2024) for additional guidance).

<sup>24</sup> See also ORS 342.934(4)(d) in reduction force situations.

<sup>25</sup> This number of days should align with the days provided in the leave request form.

<sup>26</sup> Oral notice may be given by any other person on behalf of the employee taking the leave.

<sup>27</sup> Except in cases to verify OFLA bereavement leave unless the district requires the use of an attestation form for purposes of determining affinity.

<sup>28</sup> See 29 CFR § 825.304.

<sup>29</sup> Notice may be given by any other person on behalf of the employee taking the leave.

<sup>30</sup> Medical verification is not allowed in every situation. Review current laws and guidance for more information.

<sup>31</sup> Medical verification is not allowed in every situation. Review current laws and guidance for more information. (OAR 839-009-0260)

<sup>32</sup> [https://www.oregon.gov/boli/employers/Documents/BOLI\\_Printable\\_FamilyMedLv.pdf](https://www.oregon.gov/boli/employers/Documents/BOLI_Printable_FamilyMedLv.pdf); electronic posting is not sufficient to satisfy this requirement, but may be used to supplement the physical posting.

<sup>33</sup> <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/fmlaen.pdf>; electronic posting is sufficient as long as it is posted prominently where it can be readily seen by employees and applicants for employees. The poster and the text must be large enough to be easily read and contain fully legible text.

# CENTRAL LINN SCHOOL DISTRICT 552-C

Code: GCBDA/GDBDA-AR(1)  
Revised/Reviewed: 12/13/10;  
9/9/13; 2/1/16; 4/20/18

## RECOMMEND REPLACEMENT

### Federal Family and Medical Leave/State Family Medical Leave \*

#### Coverage

The federal Family and Medical Leave Act (FMLA) applies to districts with 50 or more employees within 75 miles of the employee's work site, based on employment during each working day during any of the 20 or more workweeks in the calendar year in which the leave is to be taken, or in the calendar year preceding the year in which the leave is to be taken. The 50 employee test does not apply to educational institutions for determining employee eligibility.

The Oregon Family Leave Act (OFLA) and the Oregon Military Family Leave Act (OMFLA) applies to districts that employ 25 or more part-time or full-time employees in Oregon, based on employment during each working day during any of the 20 or more workweeks in the calendar year in which the leave is to be taken, or in the calendar year immediately preceding the year in which the leave is to be taken.

#### Employee Eligibility

FMLA applies to employees who have worked for the district for at least 12 months (not necessarily consecutive) and worked for at least 1,250 hours during the 12-month period immediately preceding the start of the leave.

An employee who has previously qualified for and has taken some portion of FMLA leave may request additional FMLA leave within the same leave year. In such instances, the employee need not requalify as an eligible employee, if the additional leave applied for is in the same leave year and for the same condition.

OFLA applies to employees who work an average of 25 hours or more per week during the 180 calendar days or more immediately prior to the first day of the start of the requested leave.<sup>1</sup> For parental leave purposes, an employee becomes eligible upon completing at least 180 days immediately preceding the date on which the parental leave begins. There is no minimum average number of hours worked per week when determining employee eligibility for parental leave.

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

1. A female employee who has taken 12 weeks of pregnancy disability leave need not requalify leave in the same leave year for any other purpose;

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<sup>1</sup>The requirements of OFLA do not apply to any employer offering eligible employees a nondiscriminatory cafeteria plan, as defined by section 125 of the Internal Revenue Code of 1986, which provides as one of its options employee leave at least as generous as the leave required by OFLA.

2. An employee who has taken 12 weeks of parental leave need not requalify to take an additional 12 weeks in the same leave year for sick child leave; and
3. An employee granted leave for a serious health condition for the employee or a family member need not requalify if additional leave is taken in this leave year for the same reason.

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

In determining if an employee has been employed for the preceding 180 calendar days, when applicable, the employer must consider days, e.g., paid or unpaid, an employee is maintained on payroll for any part of a work week. Full-time public school teachers who have been maintained on payroll by a district for 180 consecutive calendar days are thereafter deemed to have been employed for an average of at least 25 hours per week during the 180 days immediately preceding the start date of the OFLA leave. This provision is eligible for rebuttal if for example, the employee was on a nonpaid sabbatical.

In determining average workweek, the employer must count the actual hours worked using the Fair Labor Standards Act (FLSA) guidelines.

### **Qualifying Reason**

Eligible employees may access FMLA leave for the following reasons:

4. Serious health condition of the employee or the employee's covered family member:
  - a. Inpatient care;
  - b. Continuing treatment;
  - c. Chronic conditions;
  - d. Permanent, long-term or terminal conditions;
  - e. Multiple treatments;
  - f. Pregnancy and prenatal care.
5. Parental leave<sup>2</sup> (separate from eligible leave as a result of a child's serious health condition):
  - a. Bonding with and the care for the employee's newborn (within 12 months following birth);
  - b. Bonding with and the care for a newly adopted or newly placed foster child under the age of 18 (within 12 months of placement);
  - c. Care for a newly adopted or newly placed foster child over 18 years of age who is incapable of self-care because of a physical or mental impairment (within 12 months of placement);
  - d. Time to effectuate the legal process required for placement of a foster child or the adoption of a child.
6. Military Caregiver Leave: leave for the care for spouse, son, daughter or next-of-kin who is a covered servicemember/veteran with a serious injury or illness;
7. Qualifying Exigency Leave: leave arising out of the foreign deployment of the employee's spouse, son, daughter or parent.

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<sup>2</sup>Parental leave must be taken in one continuous block of time within 12 months of the triggering event.

Eligible employees may access OFLA for the following reasons:

8. Serious health condition of the employee or the employee's covered family member:
  - a. Inpatient care;
  - b. Continuing treatment;
  - c. Chronic conditions;
  - d. Permanent, long-term or terminal conditions;
  - e. Multiple treatments;
  - f. Pregnancy and prenatal care.
9. Sick Child Leave: leave for non-serious health conditions of the employee's child.
10. Bereavement Leave: leave related to the death of a covered family member.<sup>3</sup>

Eligible employees may access OMFLA for the purpose of spending time with a spouse or same-gender domestic partner who is in the military and has been notified of an impending call or order to active duty, or who has been deployed during a period of military conflict.

The eligibility of an employee who takes multiple leaves for different qualified reasons during the same district designated leave period may be reconfirmed at the start of each qualified leave requested.

## Definitions

11. Family member:
  - a. For the purposes of FMLA, "family member" means:
    - (1) Spouse<sup>4</sup>;
    - (2) Parent;
    - (3) Child; or
    - (4) Persons who are "in loco parentis".
  - b. For the purposes of OFLA, "family member" means:
    - (1) Spouse;
    - (2) Registered, same-gender domestic partner;
    - (3) Parent;
    - (4) Parent-in-law;
    - (5) Parent of employee's registered, same-gender domestic partner;
    - (6) Child;
    - (7) Child of employee's registered, same-gender domestic partner;
    - (8) Grandchild;
    - (9) Grandparent; or
    - (10) Persons who are "in loco parentis".

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<sup>3</sup>Bereavement leave under OFLA must be completed within 60 days of when the employee received notice of the death.

<sup>4</sup>"Spouse" means individuals in a marriage, including "common law" marriage and same-sex marriage. For OFLA, spouse also includes same-sex individuals with a Certificate of Registered Domestic Partnership.

12. Child:

- a. For the purposes of FMLA, “child” means a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing “in loco parentis”, who is either under the age of 18, or who is 18 years of age or older and who is incapable of self-care because of a physical or mental impairment.
- b. For the purposes of Military Caregiver Leave and Qualifying Exigency Leave under FMLA, “child” means the employee’s son or daughter on covered active duty regardless of that child’s age.
- c. For the purposes of OFLA, “child” means a biological, adopted, foster child or stepchild of the employee, the child of the employee’s same-gender domestic partner, or a child with whom the employee is or was in a relationship of “in loco parentis”.
- d. For the purposes of parental and sick child leave under OFLA, the child must be under the age of 18 or an adult dependent child substantially limited by a physical or mental impairment.

13. In loco parentis:

- a. For the purposes of FMLA, “in loco parentis” means persons with day-to-day responsibility to care for and financially support a child, or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
- b. For the purposes of OFLA, “in loco parentis” means person in the place of the parent having financial or day-to-day responsibility for the care of a child. A legal or biological relationship is not required.

14. Next of kin:

For the purposes of FMLA and Military Caregiver Leave under FMLA, “next of kin” means the nearest blood relative other than the servicemember’s spouse, parent, son or daughter in the following order of priority (unless otherwise designated in writing by the servicemember):

- a. Blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions;
- b. Brothers or sisters;
- c. Grandparents;
- d. Aunts and uncles; and
- e. First cousins.

15. Covered servicemembers:

For the purposes of Military Caregiver Leave under FMLA, “covered servicemember” means a current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation or therapy, or is in outpatient status, or is on the temporary disability retire list for a serious injury or illness.

16. Covered veteran:

For the purposes of Military Caregiver Leave under FMLA, “covered veteran” means a veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness provided he or she was:

- a. A member of the Armed Forces (including a member of the National Guard or Reserves);
- b. Discharged or released under conditions other than dishonorable; and
- c. Discharged within the five year period before the eligible employee first takes FMLA, Military Caregiver Leave.

## Leave Period

For the purposes of calculating an employee’s leave period, the district will use a fixed 12-month “fiscal year” period measured backward from the date the employee uses any family and medical leave]. The same method for calculating the 12-month period for FMLA and OFLA leave entitlement shall be used for all employees. However, in all instances, the leave period for the purposes of OMFLA and Military Caregiver Leave under FMLA shall be dependent on the start of any such leave regardless of the district’s designated 12-month leave period described above.

## Leave Duration

For the purposes of FMLA, an eligible employee is generally entitled to a total of 12 weeks of qualified leave during the district’s designated leave period<sup>5</sup>. Spouses who work for the district may be limited to a combined 12 weeks of FMLA leave during the district’s designated leave period when the purpose of the leave is for the birth of a child or to care for a child after birth, placement of an adopted or foster child or the care for an adopted or foster child after placement, or to care for the employee’s parent’s serious medical condition. Except in specific and unique instances, all qualified leave under FMLA counts toward an employee’s leave entitlement within the district’s designated leave period.

For the purposes of OFLA, an eligible employee is generally entitled to a total of 12 weeks of qualified leave during the district’s designated leave period. However, a woman is entitled to an additional full 12 weeks of parental leave during the district’s designated leave period following the birth of a child regardless of how much OFLA qualified leave she has taken prior to the birth of such child during the district’s designated leave period. Likewise, an employee who uses the full 12 weeks of parental leave during the district designated leave period, will be entitled to an additional 12 weeks of sick child leave under OFLA during the district’s designated leave period for the purpose of caring for a child(ren) with a non-serious health condition requiring home care.<sup>6</sup> Unlike FMLA, OFLA does not combine the leave entitlement for spouses working for the district. However, under OFLA, family members who work for the district may be restricted from taking concurrent OFLA qualified leave.<sup>7</sup>

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<sup>5</sup>An eligible employee taking Military Caregiver Leave under FMLA is entitled to up to 26 weeks of leave in the 12-month period beginning with the first day of such leave and regardless of any FMLA leave taken previously during the district’s leave period. However, once the 12-month period begins for the purposes of Military Caregiver Leave under FMLA, any subsequent FMLA qualified leave, regardless of reason for such leave, will count toward the employee’s 26-week entitlement under Military Caregiver Leave under FMLA.

<sup>6</sup>Sick child leave under OFLA need not be provided if another family member, including a noncustodial biological parent, is willing and able to care for the child.

<sup>7</sup>Exceptions to the ability to require family members from taking OFLA qualified leave at different times are when 1) employee

For the purposes of OMFLA, an eligible employee is entitled to 14 days of leave per call or order to active duty or notification of a leave from deployment. When an employee also meets the eligibility requirements of OFLA, the duration of the OMFLA leave counts toward that employee's leave entitlement during the district's designated leave period.

Except as otherwise noted above, qualified leave under FMLA and OFLA for an eligible employee will run concurrently during the district's designated leave period.

For the purpose of tracking the number of leave hours an eligible employee is entitled and/or has used during each week of the employee's leave, leave entitlement is calculated by multiplying the number of hours the eligible employee normally works per week by 12<sup>8</sup>. If an employee's schedule varies from week-to-week, a weekly average of the hours worked over the 12 weeks worked prior to the beginning of the leave period shall be used for calculating the employee's normal workweek<sup>9</sup>. If an employee takes intermittent or reduced work schedule leave, only the actual number of hours of leave taken may be counted toward the 12 weeks of leave to which the employee is entitled.

### **Intermittent Leave**

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

Intermittent leave is taken in multiple blocks of time (i.e., hours, days, weeks, etc.) rather than in one continuous block of time and/or requires a modified or reduced work schedule.

When an employee is eligible for OFLA leave, but not FMLA leave, the employer:

17. May allow an exempt employee, as defined by state and federal law, with accrued paid time off to take OFLA leave in blocks of less than a full day; but
18. May not reduce the salary of an employee who is taking intermittent leave when they do not have accrued paid leave available. To do so would result in the loss of exemption under state law.

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

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

### **Alternate Work Assignment**

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is caring for the other employee who has a serious medical condition; 2) one employee is caring for a child with a serious medical condition when the other employee is suffering a serious medical condition; 3) each family member is suffering a serious medical condition; 4) each family member wants to take Bereavement Leave under OFLA; and 5) the employer allows the family members to take concurrent leave.

<sup>8</sup>For example, an employee normally employed to work 30 hours per week is entitled to 12 times 30 hours, or a total of 360 hours of leave.

<sup>9</sup>For example, an employee working an average of 25 hours per week is entitled to 12 times 25 hours, or a total of 300 hours of leave.

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

19. The employee accepts the position voluntarily and without coercion;
20. The transfer is temporary, lasts no longer than necessary and has equivalent pay and benefits;
21. The transfer is compliant with any applicable collective bargaining agreement;
22. The transfer is compliant with state and federal law, including but not limited to the protections provided for in FMLA and/or OFLA; and
23. The transfer is not used to discourage the employee from taking FMLA and/or OFLA leave for a serious health condition or to create a hardship for the employee.

The district may transfer an eligible employee who is on a foreseeable intermittent FMLA and/or OFLA leave to another position with the same or different duties to accommodate the leave, provided:

24. The employee accepts the transfer position voluntarily and without coercion;
25. The transfer is temporary, lasts no longer than necessary and has equivalent pay and benefits;
26. The transfer is compliant with any applicable collective bargaining agreements;
27. The transfer is compliant with state and federal law, including but not limited to the protections provided for in FMLA and/or OFLA;
28. The transfer to an alternate position is used only when there is no other reasonable option available that would allow the employee to use intermittent leave or reduced work schedule; and
29. The transfer is not used to discourage the employee from taking intermittent or reduced work schedule leave, or to create a hardship for the employee.

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

When an employee is transferred to alternate position as described above but such transfer does not result in a reduced schedule, time worked in any such alternate position shall not be considered for the purpose of FMLA and/or OFLA leave. An employee working in an alternate position retains the right to return to the employee's original position unless all FMLA and/or OFLA leave taken in that leave year plus the period of time worked in the alternate position exceeds 12 weeks.

### **Special Rules for School Employees**

For the purposes of FMLA, "school employee" means those whose principal function is to teach and instruct students in a class, a small group or an individual settlement. Athletic coaches, driving instructors and special

education assistants, such as interpreters for the hearing impaired, are included in this definition. This definition does not apply to teacher assistants or aides, counselors, psychologist, curriculum specialists, cafeteria workers, maintenance workers or bus drivers.

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

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

30. Foreseeable Intermittent Leave Exceeding 20 Percent of Working Days

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

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

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

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

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

- b. For the purposes of FMLA and/or OFLA leave, when the qualified leave begins within five weeks of the end of the school year and the purpose of such leave is parental leave, for the serious health condition of a family member or for the serious health condition of a servicemember, the eligible school employee may be required to remain on leave until the end of the school year provided:
- (1) The leave will last more than two weeks; and
  - (2) The employee would return to work during the two-week period before the end of the school year.
- c. For the purposes of FMLA and/or OFLA leave, when the qualified leave begins within three weeks of the end of the school year and the purpose of such leave is parental leave, for the serious health condition of a family member or for the serious health condition of a servicemember, the eligible school employee may be required to remain on leave until the end of the school year provided the length of the leave will last more than five working days. If the district requires an eligible school employee to remain on leave until the end of the school year as described above, additional leave required by the employer until the end of the school year shall not count against the eligible school employee's leave entitlement.

### **Paid/Unpaid Leave**

FMLA and OFLA do not require the district to pay an eligible employee who is on a qualified leave. Subject to any related provisions in any applicable collective bargaining agreement, the district requires the eligible employee to use any available accrued paid leave, including personal and sick leave or available accrued vacation leave before taking FMLA and/or OFLA leave without pay during the leave period. The employee may select the order in which the available paid leave is used.

The district will notify the eligible employee that the requested leave has been designated as FMLA and/or OFLA leave and, if required by the district, that available accrued paid leave shall be used during the leave period. In the event the district is aware of an OFLA or FMLA qualifying exigency, the district shall notify the eligible employee of its intent to designate the leave as such regardless of whether a request has been made by the eligible employee. Such notification will be given to the eligible employee prior to the commencement of the leave or within two working days of the employee's notice of an unanticipated or emergency leave, whichever is sooner.

When the district does not have sufficient information to make a determination of whether the leave qualifies as FMLA or OFLA leave, the district will provide the required notice promptly when the information is available but no later than two working days after the district has received the information. Oral notices will be confirmed in writing no later than the following payday. If the payday is less than one week after the oral notice is given, written notice will be provided no later than the subsequent payday.

Eligible employees who request OMFLA leave shall not be required to use any available accrued paid time off during the OMFLA leave period.

### **Benefits and Insurance**

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

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

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

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

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

### **Fitness-for-Duty Certification**

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

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

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

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

### **Application**

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

The district may request additional information to determine that the requested leave qualifies as FMLA and/or OFLA leave. The district may designate the employee as provisionally on FMLA and/or OFLA leave until sufficient information is received to properly make a determination. An eligible employee able to give advance notice of the need to take FMLA and/or OFLA leave must follow the employer's known, reasonable and customary procedures for requesting any kind of leave.

For the purposes of FMLA, if advance notice is not possible, an employee eligible for FMLA leave must provide notice as soon as practicable. "As soon as practicable," for the purpose of FMLA leave, means the employee must comply with the employer's normal call-in procedures except in limited and under unique circumstances. Failure of an employee to provide the required notice for FMLA leave may result in the district delaying the employee's leave up to 30 days after the notice is ultimately given.

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

When an employee fails to give advance notice for both the FMLA and OFLA above, the district must choose the remedy that is most advantageous to the employee.

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

### **Medical Certification**

The district may require an eligible employee to provide medical documentation, when appropriate, to support the stated reason for such leave. The district will provide written notification to an employee of this requirement within five working days of the employee's request for leave. If the employee provides less than 30 days' notice, the employee is required to submit such medical certification no later than 15 calendar days after receipt of the district's notification that medical certification is required.

The district may request re-certification of a condition when the minimum duration of a certification expires if continued leave is requested. If the certification does not indicate a duration or indicates that it is ongoing, the district may request re-certification at least every six months in connection with an absence.

Under federal law, a second medical opinion may be required whenever the district has reason to doubt the validity of the initial medical opinion. The health care provider may be selected by the district. The provider shall not be employed by the district on a regular basis. Should the first and second medical certifications differ, a third opinion may be required. The district and the employee will mutually agree on the selection of the health care provider for a third medical certification. The third opinion will be final. Second and third opinions and the actual travel expenses for an employee to obtain such opinions will be paid for by the district.

### **Second and Third Opinions**

32. For the purposes of FMLA, the district may designate a second health care provider, but that person cannot be utilized by the district on a regular basis except in rural areas where health care is extremely limited. If the opinions of the employee's and the district's designated health care provider(s) differ, the district may require a third opinion at the district's expense. The third health care provider must be designated or approved jointly by the employee and the district. This third opinion shall be final and binding.
33. For the purposes of OFLA, and except for leave related to sick child leave under OFLA, the district may require the employee to obtain a second opinion from a health care provider designated by the district. If the first and second verifications conflict, the employer may require the two health care providers to jointly designate a third health care provider for the purpose of providing a verification. This third verification shall be final and binding.

### **Notification**

Any notice required by federal and state laws explaining employee rights and responsibilities will be posted in all staff rooms and the district office. Additional information may be obtained by contacting the business manager.

### **Record Keeping/Posted Notice**

The district will maintain all records as required by federal and state laws including dates leave is taken by employees, identified separately from other leave; hours/days of leave; copies of general and specific notices to employees, including Board policy(ies) and regulations; premium payments of employee health benefits while on leave and records of any disputes with employees regarding granting of leave.

Medical documentation will be maintained separately from personnel files as confidential medical records.

The district will post notice of FMLA and OFLA leave requirements.

### **Federal vs. State Law**

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

For example, due to differences in regulations, an eligible employee who takes OFLA leave after 180 days of employment, but before he/she is eligible for FMLA leave, is still eligible to take a full 12 workweeks of FMLA leave after meeting FMLA's eligibility requirements. Thereafter, any eligible leave period will run concurrently, when appropriate.

## EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

### Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

### Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness\*.

**\*The FMLA definition of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

### Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

### Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the

definition of continuing treatment.

### Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

### Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

### Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

### Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.**

For additional information:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)

U.S. Department of Labor | Wage and Hour Division



## CENTRAL LINN SCHOOL DISTRICT POLICY AGENDA ITEM

January 12, 2026

**POLICY:** GBNAB/JHFE-AR(1), Reporting of Suspected Abuse of a Child  
**OSBA Recommendation:** Required

### AR Review

#### **DESCRIPTION OF CHANGE RECOMMENDATION:**

The Oregon Department of Human Services (DHS) reports that the purpose of Senate Bill 231 (2023) was to align state law with the agency's current process for receiving child abuse reporting, through a centralized child abuse reporting system established by DHS. Reports must still be submitted to DHS as directed or to a law enforcement agency.

#### **SUPERINTENDENT'S RECOMMENDATION:**

For Review.

## Reporting of Suspected Abuse of a Child

### Reporting

Any district employee having reasonable cause to believe that **any child** with whom the employee comes in contact has suffered abuse<sup>1</sup> shall ~~orally make a report~~ or cause an oral report immediately ~~by telephone or otherwise to the local office of the~~ to the Oregon Department of Human Services (DHS) ~~or its designee through the centralized child abuse reporting system<sup>2</sup>~~ or to a law enforcement agency within the county where the person making the report is at the time of their contact. Any district employee who has reasonable cause to believe that **any person**<sup>3</sup> with whom the employee is in contact has abused a child shall immediately report ~~or cause a report to be made~~ in the same manner ~~to DHS or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419B.010.~~

Any district employee who has reasonable cause to believe that another district employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another district employee, contractor, agent, volunteer or student shall immediately report such to ~~the DHS or its designee~~ through the centralized child abuse reporting system or ~~the local to the~~ law enforcement agency ~~pursuant to ORS 419B.015,~~ and to ~~the~~ a designated licensed administrator or alternate licensed administrator for their school building.

~~If known, the~~ report ~~shall~~ must contain, ~~if known,~~ the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the suspected abuse and the identity of a possible perpetrator.

If the superintendent is the alleged abuser the report shall be submitted to the <sup>4</sup> business manager who shall refer the report to the Board chair.

A written record of the abuse report shall be made by the employee reporting the suspected abuse of a student and will include: name and position of the person making the report; name of the student; name and position of any witness; description of the nature and extent of the abuse, including any information which could be helpful in establishing cause of abuse and identity of the abuser; description of how the report was made (i.e., phone or other method); name of the agency and individual who took the report; date and time that the report was made; and name of district administrator who received a copy of the written report.

The written record of the abuse report shall not be placed in the student's educational record. A copy of the written report shall be retained by the employee making the report and a copy shall be provided to the designee that received the report.

When the designee receives a report of suspected abuse of a child by a district employee, and there is reasonable cause to support the report, the district shall place the district employee on paid administrative leave<sup>5</sup> and take necessary actions to ensure the student's safety. The employee shall remain on leave until DHS or law enforcement determines that the report is substantiated and the district takes the appropriate employment action, or cannot be substantiated or is not a report of abuse and the district determines that either 1) an employment policy was violated and the district will take appropriate employment action against the employee, or 2) an employment policy has not be violated and no action is required by the district against the employee.

When the designee receives a report of suspected abuse by a contractor<sup>6</sup>, agent or volunteer, the district shall prohibit the contractor, agent or volunteer from providing services to the district. If the district determines there is reasonable cause to support the report of suspected abuse, the district shall prohibit the contractor agent or volunteer from providing services. The district may reinstate the contractor, agent or volunteer, and such reinstatement may not occur until such time as a report of suspected abuse has been investigated<sup>7</sup> and a determination has been made by law enforcement or DHS that the report is unsubstantiated.

The written record of each reported incident of abuse of a child, action taken by the district and any findings as a result of the report shall be maintained by the district.

If, following the investigation, the district decides to take an employment action, the district will inform the district employee of the employment action to be taken and provide information about the appropriate appeal process. The employee may appeal the employment action taken through the appeal process provided by the applicable collective bargaining agreement.

If the district is notified that the employee decided not to appeal the employment action or if the determination of an appeal sustained the employment action, a record of the findings of the substantiated report and the employment action taken by the district will be placed in the records on the school employee maintained by the district. Such records created are confidential and not public records as defined in Oregon Revised Statute (ORS) 192.311, however the district may use the record as a basis for providing information required to be disclosed about a district employee under ORS 339.378(1). The district will notify the employee that information about substantiated reports may be disclosed to a potential employer.

## Definitions

1. Oregon law ~~recognizes these and other types of abuse:~~ defines "abuse" in ORS 419B.005(1).
  - a. ~~Physical;~~
  - b. ~~Neglect;~~
  - e. ~~Mental injury;~~
  - d. ~~Threat of harm;~~
  - e. ~~Sexual abuse and sexual exploitation.~~

2. “Child” means an unmarried person who is under 18 years of age or is ~~under 21 years of age and residing in or receiving care or services at a child-caring agency~~ a child in care, as defined in ORS 418.257.
3. A “substantiated report” means a report of abuse that a law enforcement agency or DHS determines is founded.

### **Confidentiality of Records**

The name, address and other identifying information about the employee who made the report are confidential and are not accessible for public inspection.

Upon request from law enforcement or DHS the district shall immediately provide requested documents or materials to the extent allowed by state and federal law.

### **Failure to Comply**

Any district employee who fails to report a suspected abuse of a child as provided by this policy and the prescribed Oregon law commits a violation punishable by law. A district employee who fails to comply with the confidentiality of records requirements commits a violation punishable by the prescribed law. If an employee fails to report suspected abuse of a child or fails to maintain confidentiality of records as required by ~~this~~ policy or this administrative regulation, the employee will be disciplined up to and including dismissal.

### **Cooperation with Investigator**

The district staff shall make every effort in suspected abuse of a child cases to cooperate with investigating officials as follows:

1. Any investigation of abuse of a child will be directed by the DHS or law enforcement officials as required by law. DHS or law enforcement officials wishing to interview a student shall present themselves at the school office and contact the school administrator, unless the school administrator is the subject of the investigation. When an administrator is notified that the DHS or law enforcement would like to interview a student at school, the administrator must request that the investigating official fill out the appropriate form (See JHFE/GBNAB-AR(2) – Abuse of a Child Investigations Conducted on District Premises). The administrator or designee should not deny the interview based on the investigator’s refusal to sign the form. If the student is to be interviewed at the school, the administrator or designee shall make a private space available. The administrator or designee of the school may, at the discretion of the investigator, be present to facilitate the interview. If the investigating official does not have adequate identification the administrator shall refuse access to the student.

Law enforcement officials wishing to remove a student from the premises shall present themselves at the office and contact the administrator or designee. The law enforcement official shall sign the student out in accordance with district procedures;

2. When the subject matter of the interview or investigation is identified to be related to suspected abuse of a child, district employees shall not notify parents or anyone else other than DHS or law enforcement agency and any school employee necessary to enable the investigation;
3. The administrator or designee shall advise the investigator of any conditions of disability prior to any interview with the affected child;
4. District employees are not authorized to reveal anything that transpires during an investigation in which the employee participates, nor shall the information become part of the student's education records, except that the employee may testify at any subsequent trial resulting from the investigation and may be interviewed by the respective litigants prior to any such trial.

Nothing prevents the district from conducting its own investigation, unless another agency requests to lead the investigation or requests the district to suspend their investigation, or taking an employment action based on information available to the district before an investigation conducted by another agency is completed. The district will cooperate with agencies assigned to conduct such investigations.

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<sup>1</sup> Includes the neglect of a child; abuse is defined in ORS 419B.005.

<sup>2</sup> How to report abuse or neglect: Oregon DHS. Call 855-503-SAFE (7233)

<sup>3</sup> "Person" could include adult, student or other child.

<sup>4</sup> A "licensed administrator is a person employed as an administrator by the district and holds an administrative license issued by TSPC or may be a person employed by the district that does not hold an administrative license issued by TSPC if the district does not require the administrator to be licensed by TSPC.

<sup>5</sup> The district employee cannot be required to use any accrued leave during the imposed paid administrative leave.

<sup>6</sup> The district is encouraged to duplicate this language in the contract. If the contract is with a company and the person assigned to do the work is the alleged perpetrator, the district shall notify the company and request another company employee be assigned to complete the work.

<sup>7</sup> The district will investigate all reports of suspected abuse, unless otherwise requested by DHS or its designee or law enforcement pursuant to law.



**CENTRAL LINN SCHOOL DISTRICT  
POLICY AGENDA ITEM**

January 12, 2026

**POLICY:** JECF-AR, Interdistrict Transfer of Resident Students

**District Recommendation:** Highly Recommended

**AR Review**

**DESCRIPTION OF CHANGE RECOMMENDATION:**

This is a District-led recommendation to establish formal criteria for the revocation of student transfers.

**SUPERINTENDENT'S RECOMMENDATION:**

Acknowledgement

# Central Linn School District 552-C

Code: **JECF-AR**  
Adopted: 04/14/05  
Revised: 10-9-06 & 5-9-11  
11-5-12 & 2/10/14;  
4/11/16; 2/10/20  
01/12/25  
**NOT FOR ADOPTION**

## **Interdistrict Transfer of Resident Students**

### **General Parent/Student Requests for Interdistrict Transfer (Requiring the consent of both districts)**

The following procedure will govern consideration of a request by a student who resides within district boundaries and who is requesting district approval for a transfer to attend school in another district:

1. A parent will request the release of their student by completing the appropriate district form;
2. The completed form must be submitted to the district office;
3. The Superintendent or his/her designee will grant or deny the request for release according to established Board policy criteria and notify the parent in writing of his/her decision;
4. If the release is granted by mutual consent of the resident and nonresident districts, the resident district will make necessary arrangements for the transfer of the student's education records;
5. The Superintendent or designee may revoke the Interdistrict Transfer based on attendance, behavior, possession of weapons or drugs, or actions that cause serious injury to other students or staff.
6. If the request is denied, parents will be notified in writing of the reason for denial and the right to appeal the decision to the Board by sending a written request to the superintendent or designee within 10 calendar days;
7. The Board will hear the appeal at its next regularly scheduled Board meeting;
8. A final decision will be made by the Board within 30 calendar days following the Board hearing. The Board's decision will be communicated to the parent in writing;

### **Safe Public School Choice Transfer Requests**

In the event a district school is identified by Oregon Department of Education as persistently dangerous, or a student has been a victim of a violent criminal offense while in or on the grounds of a school the student attends, and there is not another school in the district for the student to transfer to, the district may develop an agreement with a neighboring district to accept transfer students. The development of such agreements is at the discretion of the district.

### **Record Keeping**

A file of all inter-district transfer requests will be maintained at the district office.

# Central Linn School District 552C

## Revenue Month End For the Period 11/01/2025 through 11/30/2025

Fiscal Year: 2025-2026

|                                    | <u>11/01/2025 - 11/30/2025</u> | <u>Year To Date</u>   | <u>Budget</u>         | <u>Budget Balance</u> |              |
|------------------------------------|--------------------------------|-----------------------|-----------------------|-----------------------|--------------|
| <b>INCOME</b>                      |                                |                       |                       |                       |              |
| Local Revenue                      |                                |                       |                       |                       |              |
| Current Year's Taxes (+)           | \$2,924,953.24                 | \$2,945,718.21        | \$4,505,361.00        | \$1,559,642.79        | 65.4%        |
| Prior Year's Taxes (+)             | \$10,483.28                    | \$24,507.30           | \$59,341.00           | \$34,833.70           | 41.3%        |
| Tuition From Other Districts (+)   | \$0.00                         | \$0.00                | \$5,000.00            | \$5,000.00            | 0.0%         |
| Interest Earnings (+)              | \$4,400.84                     | \$18,220.01           | \$65,000.00           | \$46,779.99           | 28.0%        |
| Admissions (+)                     | \$0.00                         | \$210.00              | \$12,000.00           | \$11,790.00           | 1.8%         |
| Pay to Play (+)                    | \$2,442.50                     | \$12,099.00           | \$100,000.00          | \$87,901.00           | 12.1%        |
| Rent from Facilities (+)           | \$0.00                         | \$545.00              | \$0.00                | (\$545.00)            | 0.0%         |
| Contributions & Donations (+)      | \$0.00                         | \$0.00                | \$2,000.00            | \$2,000.00            | 0.0%         |
| Misc Revenue (+)                   | \$49,265.95                    | \$63,983.96           | \$150,000.00          | \$86,016.04           | 42.7%        |
| Sub-total : Local Revenue          | \$2,991,545.81                 | \$3,065,283.48        | \$4,898,702.00        | \$1,833,418.52        | 62.6%        |
| Intermediate Revenue               |                                |                       |                       |                       |              |
| Severe Disability through ESD (+)  | \$0.00                         | \$0.00                | \$8,200.00            | \$8,200.00            | 0.0%         |
| Sub-total : Intermediate Revenue   | \$0.00                         | \$0.00                | \$8,200.00            | \$8,200.00            | 0.0%         |
| State Revenue                      |                                |                       |                       |                       |              |
| School Support Fund (+)            | \$271,665.00                   | \$1,630,596.00        | \$3,222,253.00        | \$1,591,657.00        | 50.6%        |
| Common School Fund (+)             | \$0.00                         | \$37,298.05           | \$65,322.00           | \$28,023.95           | 57.1%        |
| State Forest Revenue (+)           | \$0.00                         | \$0.00                | \$25,000.00           | \$25,000.00           | 0.0%         |
| Small High School Grant (+)        | \$0.00                         | \$0.00                | \$40,000.00           | \$40,000.00           | 0.0%         |
| Restricted Grants in Aid (+)       | \$0.00                         | \$3,976.81            | \$14,683.00           | \$10,706.19           | 27.1%        |
| Sub-total : State Revenue          | \$271,665.00                   | \$1,671,870.86        | \$3,367,258.00        | \$1,695,387.14        | 49.7%        |
| Federal Revenue                    |                                |                       |                       |                       |              |
| Medicaid Reimbursement (+)         | \$37,624.87                    | \$37,624.87           | \$14,000.00           | (\$23,624.87)         | 268.7%       |
| Sub-total : Federal Revenue        | \$37,624.87                    | \$37,624.87           | \$14,000.00           | (\$23,624.87)         | 268.7%       |
| Beginning Fund Balance             |                                |                       |                       |                       |              |
| Beginning Fund Balance (+)         | \$0.00                         | \$0.00                | \$250,000.00          | \$250,000.00          | 0.0%         |
| Sub-total : Beginning Fund Balance | \$0.00                         | \$0.00                | \$250,000.00          | \$250,000.00          | 0.0%         |
| <b>Total : INCOME</b>              | <b>\$3,300,835.68</b>          | <b>\$4,774,779.21</b> | <b>\$8,538,160.00</b> | <b>\$3,763,380.79</b> | <b>55.9%</b> |
| <b>NET ADDITION/(DEFICIT)</b>      | <b>\$3,300,835.68</b>          | <b>\$4,774,779.21</b> | <b>\$8,538,160.00</b> | <b>\$3,763,380.79</b> | <b>55.9%</b> |

End of Report

# Central Linn School District 552C

## Expenditures Month End For the Period 11/01/2025 through 11/30/2025

Fiscal Year: 2025-2026

☐ 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> |        |
|---------------------------------------|----------------|----------------------|---------------------|----------------|--------------------|-----------------------|--------|
| <b>EXPENSES</b>                       |                |                      |                     |                |                    |                       |        |
| Instruction                           |                |                      |                     |                |                    |                       |        |
| Elementary K- 6 (+)                   | \$1,363,212.00 | \$110,954.66         | \$337,706.40        | \$1,025,505.60 | \$954,623.35       | \$70,882.25           | 5.2%   |
| High School Programs (+)              | \$1,442,978.00 | \$113,521.77         | \$359,090.24        | \$1,083,887.76 | \$921,918.19       | \$161,969.57          | 11.2%  |
| Athletics (+)                         | \$216,508.00   | \$23,542.91          | \$57,517.19         | \$158,990.81   | \$124,309.67       | \$34,681.14           | 16.0%  |
| Early Literacy Program (+)            | \$111,064.00   | \$8,349.45           | \$25,694.69         | \$85,369.31    | \$50,711.01        | \$34,658.30           | 31.2%  |
| TAG (+)                               | \$3,000.00     | \$0.00               | \$0.00              | \$3,000.00     | \$1,546.37         | \$1,453.63            | 48.5%  |
| Special Education (+)                 | \$569,276.00   | \$66,886.04          | \$162,034.16        | \$407,241.84   | \$451,140.53       | (\$43,898.69)         | -7.7%  |
| Alternative Education (+)             | \$13,000.00    | \$0.00               | \$0.00              | \$13,000.00    | \$0.00             | \$13,000.00           | 100.0% |
| HomeSchool (+)                        | \$20,000.00    | \$0.00               | \$0.00              | \$20,000.00    | \$0.00             | \$20,000.00           | 100.0% |
| English Second Language Program (+)   | \$5,000.00     | \$131.60             | \$131.60            | \$4,868.40     | \$0.00             | \$4,868.40            | 97.4%  |
| Sub-total : Instruction               | \$3,744,038.00 | \$323,386.43         | \$942,174.28        | \$2,801,863.72 | \$2,504,249.12     | \$297,614.60          | 7.9%   |
| Support Services                      |                |                      |                     |                |                    |                       |        |
| Guidance Services (+)                 | \$21,685.00    | \$1,500.61           | \$4,466.15          | \$17,218.85    | \$13,504.76        | \$3,714.09            | 17.1%  |
| Health/ Homeless Liason Services (+)  | \$42,500.00    | \$8,002.66           | \$24,272.77         | \$18,227.23    | \$12,455.36        | \$5,771.87            | 13.6%  |
| Speech Pathology (+)                  | \$115,000.00   | \$16,512.27          | \$51,777.13         | \$63,222.87    | \$114,512.17       | (\$51,289.30)         | -44.6% |
| Service Direction (+)                 | \$0.00         | \$0.00               | \$4,468.28          | (\$4,468.28)   | \$0.00             | (\$4,468.28)          | 0.0%   |
| Library Services (+)                  | \$57,848.00    | \$4,140.00           | \$14,354.47         | \$43,493.53    | \$29,196.38        | \$14,297.15           | 24.7%  |
| Board of Education Services (+)       | \$242,304.00   | \$8,955.48           | \$90,965.63         | \$151,338.37   | \$56,235.03        | \$95,103.34           | 39.2%  |
| Executive Administration Services (+) | \$368,345.00   | \$36,463.69          | \$152,545.18        | \$215,799.82   | \$196,416.23       | \$19,383.59           | 5.3%   |
| Office of the Principal Services (+)  | \$634,847.00   | \$52,800.24          | \$244,317.38        | \$390,529.62   | \$374,710.64       | \$15,818.98           | 2.5%   |
| Fiscal Services (+)                   | \$290,582.00   | \$24,225.20          | \$116,570.41        | \$174,011.59   | \$158,832.68       | \$15,178.91           | 5.2%   |
| Operations and Maintenance (+)        | \$999,427.00   | \$37,417.15          | \$349,362.12        | \$650,064.88   | \$406,675.31       | \$243,389.57          | 24.4%  |
| Student Transportation Services (+)   | \$756,533.00   | \$18,893.81          | \$140,885.70        | \$615,647.30   | \$457,958.94       | \$157,688.36          | 20.8%  |
| Technology Services (+)               | \$198,000.00   | \$7,833.48           | \$85,722.97         | \$112,277.03   | \$77,049.38        | \$35,227.65           | 17.8%  |
| Retiree Insurance (+)                 | \$0.00         | \$869.48             | \$4,347.32          | (\$4,347.32)   | \$1,446.61         | (\$5,793.93)          | 0.0%   |
| Sub-total : Support Services          | \$3,727,071.00 | \$217,614.07         | \$1,284,055.51      | \$2,443,015.49 | \$1,898,993.49     | \$544,022.00          | 14.6%  |
| Long Term Debt Service                |                |                      |                     |                |                    |                       |        |

Operating Statement with Encumbrance

# Central Linn School District 552C

## Expenditures Month End For the Period 11/01/2025 through 11/30/2025

Fiscal Year: 2025-2026

☐ 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 (+)                             | \$145,397.00          | \$4,931.65           | \$24,658.25           | \$120,738.75          | \$86,215.12           | \$34,523.63           | 23.7%        |
| Sub-total : Long Term Debt Service             | \$145,397.00          | \$4,931.65           | \$24,658.25           | \$120,738.75          | \$86,215.12           | \$34,523.63           | 23.7%        |
| Interfund Transfers                            |                       |                      |                       |                       |                       |                       |              |
| Interfund Transfers (+)                        | \$355,313.00          | \$0.00               | \$0.00                | \$355,313.00          | \$0.00                | \$355,313.00          | 100.0%       |
| Sub-total : Interfund Transfers                | \$355,313.00          | \$0.00               | \$0.00                | \$355,313.00          | \$0.00                | \$355,313.00          | 100.0%       |
| Contingency                                    |                       |                      |                       |                       |                       |                       |              |
| Planned Reserves (+)                           | \$366,341.00          | \$0.00               | \$0.00                | \$366,341.00          | \$0.00                | \$366,341.00          | 100.0%       |
| Sub-total : Contingency                        | \$366,341.00          | \$0.00               | \$0.00                | \$366,341.00          | \$0.00                | \$366,341.00          | 100.0%       |
| Unappropriated Ending Fund Balance             |                       |                      |                       |                       |                       |                       |              |
| Unappropriated Ending Fund Balance (+)         | \$200,000.00          | \$0.00               | \$0.00                | \$200,000.00          | \$0.00                | \$200,000.00          | 100.0%       |
| Sub-total : Unappropriated Ending Fund Balance | \$200,000.00          | \$0.00               | \$0.00                | \$200,000.00          | \$0.00                | \$200,000.00          | 100.0%       |
| <b>Total : EXPENSES</b>                        | <b>\$8,538,160.00</b> | <b>\$545,932.15</b>  | <b>\$2,250,888.04</b> | <b>\$6,287,271.96</b> | <b>\$4,489,457.73</b> | <b>\$1,797,814.23</b> | <b>21.1%</b> |
| <b>NET ADDITION/(DEFICIT)</b>                  | <b>\$8,538,160.00</b> | <b>\$545,932.15</b>  | <b>\$2,250,888.04</b> | <b>\$6,287,271.96</b> | <b>\$4,489,457.73</b> | <b>\$1,797,814.23</b> | <b>21.1%</b> |

End of Report

Operating Statement with Encumbrance

## Central Linn (DIP) • Goals • 2025-2026

### Objective #1: Increase Academic Achievement

|                 |                      |                                                     |
|-----------------|----------------------|-----------------------------------------------------|
| Making Progress | <b>Key Result #1</b> | Regular Attenders 56% (Baseline)                    |
| Making Progress | <b>Key Result #2</b> | ELA Achievement: 39% (Baseline--80% participation)  |
| Making Progress | <b>Key Result #3</b> | MATH Achievement: 33% (Baseline--85% participation) |
| On Track        | <b>Key Result #4</b> | 4 Year Graduation Rate: 83% (Class of 23-24)        |
| On Track        | <b>Key Result #5</b> | Dropout Rate:                                       |
| On Track        | <b>Key Result #6</b> | ELA Grade 3: 50% (Baseline--80% participation)      |
| Making Progress | <b>Key Result #7</b> | Math Grade 8: 15% (Baseline--79% participation)     |
| Not Started     | <b>Key Result #8</b> | Assess 95% of students on SBAC: 85% (Baseline)      |

### Objective #2: Implement AVID K-12

|                 |                      |                                                                                                                 |
|-----------------|----------------------|-----------------------------------------------------------------------------------------------------------------|
| Making Progress | <b>Key Result #1</b> | Teachers set and monitor meaningful <a href="#">student learning &amp; growth goals</a>                         |
| Making Progress | <b>Key Result #2</b> | Build and support AVID site plans at the elementary and secondary schools                                       |
| Not Started     | <b>Key Result #3</b> | Complete X number of AVID walkthroughs to measure WICOR (engagement), Rigor, and Support that occurs classrooms |
| Not Started     | <b>Key Result #4</b> | Increase opportunity knowledge (College & Career Opportunities)                                                 |
| Making Progress | <b>Key Result #5</b> | Increase student agency (Implementation of WayFinder)                                                           |

### Objective #3: Increase support for students

|                 |                      |                                                                                                                                |
|-----------------|----------------------|--------------------------------------------------------------------------------------------------------------------------------|
| Making Progress | <b>Key Result #1</b> | Build out CTE programming (Career Related Learning: CTE Participants, Completers, Pathway Certificates earned)                 |
| On Track        | <b>Key Result #2</b> | Use of MTSS synergy modules (Observations, Major/Minor, Requests for Support, Plans)                                           |
| Making Progress | <b>Key Result #3</b> | Use of <a href="#">MTSS student tracker</a> at each site                                                                       |
| Making Progress | <b>Key Result #4</b> | Use and implementation of <a href="#">Wayfinder</a> in all classrooms (Career Related Learning, Portrait of a Graduate, & SEL) |
| Making Progress | <b>Key Result #5</b> | IEP, 504, TAG, ELL Implementation                                                                                              |
| Exceeding       | <b>Key Result #6</b> | GROW CLOA and Flex Program (36 CLOA, 9 Part time CLOA; 9 FLEX)                                                                 |

Updated: December 13, 2025

# CENTRAL LINN SCHOOL DISTRICT ENROLLMENT

As of December 30, 2025

| <i>January 2025</i>       | <i>December 2025</i>      | <i>January 2026<br/>(December 30, 2025)</i> |
|---------------------------|---------------------------|---------------------------------------------|
| <b>K 36</b>               | <b>K 30</b>               | <b>K 30</b>                                 |
| <b>1 33</b>               | <b>1 29</b>               | <b>1 29</b>                                 |
| <b>2 28</b>               | <b>2 32</b>               | <b>2 32</b>                                 |
| <b>3 43</b>               | <b>3 28</b>               | <b>3 28</b>                                 |
| <b>4 34</b>               | <b>4 38</b>               | <b>4 38</b>                                 |
| <b>5 35</b>               | <b>5 34</b>               | <b>5 34</b>                                 |
| <b>6 35</b>               | <b>6 39</b>               | <b>6 38</b>                                 |
| <i><b>Total 244</b></i>   | <i><b>Total 230</b></i>   | <i><b>Total 229</b></i>                     |
| <b>7 35</b>               | <b>7 37</b>               | <b>7 37</b>                                 |
| <b>8 37</b>               | <b>8 38</b>               | <b>8 37</b>                                 |
| <b>9 33</b>               | <b>9 39</b>               | <b>9 40</b>                                 |
| <b>10 43</b>              | <b>10 37</b>              | <b>10 37</b>                                |
| <b>11 38</b>              | <b>11 41</b>              | <b>11 41</b>                                |
| <b>12 45</b>              | <b>12 36</b>              | <b>12 36</b>                                |
| <i><b>Total 231</b></i>   | <i><b>Total 228</b></i>   | <i><b>Total 228</b></i>                     |
| <b>District Total 475</b> | <b>District Total 454</b> | <b>District Total 457</b>                   |

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  
 September 2023 = 541  
 September 2024 = 481  
 August 2025 = 441