

AGENDA	CORBETT SCHOOL DISTRICT REGULAR SCHOOL BOARD MEETING ZOOM virtual 35800 E Historic Columbia River Highway Corbett, Oregon 97019	7:00 PM Wednesday, May 19, 2021
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- 1. Preliminary Business
  - 1. Call to Order
  - 2. Review and Acceptance of Agenda
  - 3. Board Chair Report Information Item 2
  - 4. Student Representative Report Information Item
  - 5. Approval of Minutes Action Item 9
  - 6. Introduction and Comments of Guests and Representatives
    - a.
      - 1. Principal/Director/Supervisor Reports 17
  - 7. Financial Reports/Matters
    - 1. Report Information Item 20
    - 2. Supplemental Budget Resolution to Conduct Hearing, Approve 2020-21 Budgeted Beginning Fund Balance Adjustments, and Adopt Supplemental Budget Making Appropriations Action Item 29
    - 3. G.O. Bond Information Items 33
  - 8. Interim Superintendent Wold's Report Information Items 97
    - 1. Enrollment Update and Lottery for 2021-22
    - 2. Corbett School Campus Upgrades and / or Grants
    - 3. Future Planning / Strategic Planning / Reopening Plans 100
  - 9. Consent Agenda
  - 10. CURRICULUM
  - 11. STUDENTS
  - 12. TRANSPORTATION, BUILDINGS AND MAINTENANCE
    - 1. Approval to purchase 10 passenger van with a lift Action Item 101
  - 13. CO-CURRICULAR ACTIVITIES
  - 14. PERSONNEL
    - 1. Vacant Positions Information Item
  - 15. POLICY 108
  - 16. COMING EVENTS
  - 17. MATTERS FOR THE GOOD OF THE ORDER
    - a.
  - 18. ADJOURNMENT

OSBA offices temporarily close, but staff and advice still available

Home > Programs > Board development > Diane Efseaff Memorial Scholarship Program

## Diane Efseaff Memorial Scholarship Program



**Get GREAT board training that will impact your district's student learning and receive money for student scholarships!**

Sound too good to be true? The Oregon School Boards Association invites boards (including K-12, community colleges and education service districts) to submit your applications for the Diane Efseaff Memorial Scholarship Program (DEMSP). OSBA is looking for districts to participate in this 2021-22 Diane Efseaff Memorial Scholarship Program. Selected districts who complete all four parts of the program outlined below will receive either \$2,500 or \$5,000 of scholarship money for their student(s).



In honor of our longtime colleague, OSBA is renaming the Promise Scholarship Program as the Diane Efseaff Memorial Scholarship Program. Diane passed away March 25, 2019, after more than 23 years of exemplary service to school boards and students through her work in OSBA's Communication Services department.

For additional information contact Janet Avila-Medina, Board Development Specialist, at (800) 578-6722 or [javilamedina@osba.org](mailto:javilamedina@osba.org).

### Program Options

This year boards have two options for participating in the DEMSP:

## Option 1

- Full program
- Minimum 18 hour time commitment
- Customized board training
- Planning and completion of a board project (to be developed with an OSBA facilitator)
- \$5,000 scholarship
- Cost = \$2,650 plus travel

## Option 2

- Half program
- Minimum 12 hour time commitment
- Planning and completion of a board project (to be developed with an OSBA facilitator)
- \$2,500 scholarship
- Cost = \$1,750 plus travel

(All participants must also complete a superintendent/president evaluation and the OSBA online board self-evaluation during the eligibility period, regardless of which program is selected.)

***\*Program is dependent on approved funding by the OSBA board.***

### Eligibility Period

The eligible board development period runs from July 1, 2021 to June 30, 2022.

1. The board is required to submit the **application** to OSBA **by June 1, 2021**. The completed application becomes the board's preliminary plan for meeting the DEMSP requirements. Selected school districts will be notified by July 1, 2021.
2. OSBA will award the scholarship money upon completion of the board's DEMSP.
3. **Upon receipt of the money each board becomes solely responsible for the selection of student(s) and distribution of the scholarship money.** OSBA will request media releases concerning the final selection of the student scholarship recipient(s).

### Application

Please see the application below for more information, project requirements and the application form and checklist.

2021 - 22 DEMSP Application - Fillable PDF

## Related content

› Sample Oath of Office



# VIRTUAL SUMMER CONFERENCES 2021

PICK ONE OR MORE TO ATTEND

LEARN MORE AND TO REGISTER, VISIT [OSBA.ORG/SBC](http://OSBA.ORG/SBC)



## School Board Essentials

**FRI, JULY 9 8 AM-4 PM**

This conference is intended for new board members and superintendents. Experienced board members, superintendents and charter school directors are also encouraged to participate and learn how to support new board members during their first six months.  
**COST \$160**



## Empowering Youth Voices

**SAT, JULY 10 9 AM-4:30 PM**

This adult- and student-led conference with REAP, a local multicultural youth leadership nonprofit organization, will prepare boards to expand their engagement efforts with students and the community. Attendees will learn how to partner with the community to maintain meaningful and effective engagement.  
**COST \$160**



## Board Leadership and Administrative Professionals Workshop

**FRI, JULY 23 8 AM-1 PM**

This partial-day event is intended for administrative professionals and those in board leadership roles such as the board chair, vice chair and superintendent. Discover how these roles intersect and best practices for supporting each other with processes such as archiving board agendas and minutes, and public meeting laws. Participants will also get the opportunity to network and an overview of commonly used policies.  
**COST \$80**



## Raising the Equity Question

**SAT, JULY 24 8 AM-4 PM**

**NEW!** This conference is intended to help boards "raise the equity question." The Rev. Bryant Marks will provide a brief refresher on implicit bias, provide extensive guidance on how to start tough educational equity conversations around diversity, equity, and inclusion (DEI) and focus on personal versus organizational equity issues and lenses.  
**COST \$160**



Robin Faye Lindeen Blakeley &lt;rlindeen@corbett.k12.or.us&gt;

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## Here's how you can shape Annual Convention

1 message

OSBA Info &lt;info@osba.org&gt;

Thu, Apr 15, 2021 at 1:11 PM

Reply-To: OSBA Info &lt;info@osba.org&gt;

To: Robin Lindeen-Blakeley &lt;rlindeen@corbett.k12.or.us&gt;

OSBA Annual Convention

[View this email in your browser](#)

A highlight each year of the OSBA Annual Convention is showcasing student performances.

Once again, we are seeking 3 or 4 student groups (band, orchestra, choir, ensemble, dance or theater) to perform at Convention, scheduled for Nov. 11-14, at the Portland Marriott Downtown Waterfront Hotel.

[Learn more](#)[Submit application](#)

**Proposal deadline: June 21**

**Questions?** Contact Sara Herb at [sherb@osba.org](mailto:sherb@osba.org).

# OSBA ANNUAL CONVENTION STUDENT ART EXHIBITION

Each year, the OSBA Annual Convention showcases a student art display for about 800 attendees. Want to see your students' art on display? Apply now, or forward this information to your school art teachers.

[Submit your proposal online](#)

**Proposal deadline: Sept. 1**

If selected, you would need to bring 100-150 pieces that can be purchased by Convention attendees. School programs keep all the proceeds.

**Questions?** Contact Kristen Miles at [kmiles@osba.org](mailto:kmiles@osba.org).

# OSBA ANNUAL CONVENTION WORKSHOP PROPOSALS

*"Building Partnerships: 75 years of supporting Oregon school leaders"*

We are seeking informative and interesting workshops primarily targeting school board members and superintendents.

In particular, OSBA is seeking workshop content in the following areas:

- Board/superintendent relationships and their impacts on student achievement
- Community partnerships that impact equitable student outcomes
- Engaging youth in board governance
- Board culture (How boards work together as a team)
- Diversity, equity and inclusion
- Charter schools: Current issues and best practices
- Innovation in education

Submit workshop proposal

**Proposal deadline: May 21**

**Questions?** Contact Janet Avila-Medina at [javilamedina@osba.org](mailto:javilamedina@osba.org).



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4/15/2021

Corbett School District Mail - Here's how you can shape Annual Convention

Oregon School Boards Association · 1201 Court Street NE · Suite 400 · Salem, OR 97301 · USA

# Regular Board Meeting April 21, 2021

Board Approved \_\_\_\_\_

## The Board of Trustees

### Corbett School District

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Corbett School District #39 - A Regular Board Meeting of the Board of Trustees of Corbett School District was held Wednesday, April 21, 2021, beginning at 7:00 PM in the ZOOM online. Board members present were; Michelle Vo, Board Chair; David Gorman, Vice Chair; Todd Mickalson; Bob Buttke; Todd Redfern and Rebecca Bratton. Board Member, Katey Kinnear, had an excused absence. Also present were Administrators/staff Dan Wold, Interim Superintendent; Cindy Duley, Business Manager, Holly Elvins-Dearixon, TOSA/Curriculum Coordinator/ZOOM Moderator and Robin Lindeen-Blakeley, Deputy Clerk/HR Lead. Spencer Arnold, Student Representative to the Board, was also in attendance. NOTE: The minutes are prepared to coincide with time scheduled matters and the numbering system of the agenda and is not necessarily the actual order of happenings at the meeting.

#### PRELIMINARY BUSINESS

##### **Description:**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/86432510383>

Or iPhone one-tap :

US: +16699006833,,86432510383# or +12532158782,,86432510383#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 864 3251 0383

International numbers available: <https://us02web.zoom.us/j/86432510383>

1.1. Call to Order – Chair Michelle Vo called the meeting to order at 7:02 p.m.

2. Review and Acceptance of Agenda

**Presenter:** Michelle Vo, Board Chair

Item 12.3 was moved to item 8.2 to hear a report by Soderstrom Architects.

Chair Vo is proposing a letter to send to Senator Thompson and Representative Williams regarding school budget legislation, added under item 3.

Ms. Lindeen-Blakeley noted that under Consent Agenda item 9.1, item 14.4 has the effective date of April 22, 2021.

### 3. Board Chair Report Information Item

**Presenter:** Michelle Vo, Board Chair

**Description:** a. Diane Efseaff Memorial Scholarship Program – Chair Vo announced information in Board packet regarding board development component that may be opportunity, especially with at least one new seated board member in July, and good alternative to virtual conference. Board consensus with more discussion to be done at May meeting.

b. Virtual summer OSBA Conferences 2021 – let Ms. Lindeen-Blakeley know about registration if interested in attending. Dates are in July, to be shared in the May Board packet.

c. OSBA Annual Convention 2021 - let Ms. Lindeen-Blakeley know about registration if interested in attending or if you have any ideas on group performances or artwork for display.

d. Letter to Legislators – Board discussion and consensus to send letter to Senator Chuck Thomsen and Representative Anna Williams and expand to include Governor Brown.

**Attachments:** (3)

### 4. Student Representative Report Information Item

**Presenter:** Spencer Arnold, HS Student Representative – reported on baseball and that senior photos for slideshow at graduation are needed. CHAMPS gifts are to be picked up at an event at an upcoming Friday.

### 5. Approval of Minutes Action Item

David Gorman moved and Bob Buttke seconded:

**Description:** **RESOLUTION NO. 4.124-21 - RESOLVED** that the Board approved the Regular School Board meeting minutes of February 17, 2021 and March 10, 2021.

**Attachments:** (2)

The vote of the Board was 6-0.

6. Introduction and Comments of Guests and Representatives – no requests via email. 36 participants were in attendance.

6.1. Principal/Director/Supervisor Reports – **Description:** a. Michelle Dawkins, GS Principal and Lori Luna, CAPS Principal – Re-openings

Ms. Dawkins reported that K-1<sup>st</sup> classes started in person on March 10 and run from 8:30 a.m. to 2:15 p.m., a welcome sight after one year of comprehensive distance learning (CDL). 2<sup>nd</sup> and 3<sup>rd</sup> graders to start the week of April 26<sup>th</sup>. 385 students are enrolled K-5<sup>th</sup>. 343 are on site or an 89% in person rate, and 42 in CDL. 15 home room teachers. 170 screenings done for student entrances to the GS building with PPE and protocols. Two cohorts at recess and lunches served in classrooms. Teachers are happy to be back, as engaging offsite more challenging. Students better served academically and socially on site. Phonics is a little tough wearing masks. CDL support with Ms. Arndt and Ms. Fredericks on Monday and Tuesday and then they join with homeroom on Wednesday and Thursday with synchronous learning. ODE interviewing for information for the future and Kathy Childress has secured a grant for CDL teachers and extra para educators during hybrid. A challenging school year with employees going above and beyond.

Ms. Luna echoed Ms. Dawkins. Awesome to have kids in building with excitement daily. March 10 start for K-2<sup>nd</sup>, 3<sup>rd</sup> – 5<sup>th</sup> in by March 29 and 6<sup>th</sup> -8<sup>th</sup> started April 12. About 25% in CDL. Four cohorts across two teachers with no extra cost for staffing. Ms. Luna is teaching Spanish. Grant money hired an Educational Assistant. CDL not a complete bust because of safety and if best route for parents/students, even socialization aspect. Proud as a District, teachers have done it this year and students have adapted better than the rest of us.

Board discussion.

b. Holly Elvins-Dearixon, Curriculum Coordinator/TOSA - Amendments to Blueprint – The RSSL Blueprint was amended with a couple of revisions. Ms. Elvins-Dearixon shared her screen with

reopening information as of April 20, 2021. Physical distancing, cohorts, face coverings, classrooms, repurposed learning spaces were all discussed in hopes it will get us through the school year.

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## 7. Financial Reports/Matters

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### 7.1. Report Information Item

**Presenter:** Dan Wold, Superintendent and Cindy Duley, Business Manager

**Attachments:** (4) Ms. Duley pointed to the attachments in the Board packet.

The G.O. Bond sold all at TIC a little more than 2%. Levy rate for taxpayers well within the Ballot title in November. We had lots of bids and went with the lowest bank fitting our needs. Ms. Lindeen-Blakeley has opened a new LGIP to house funds and earn a little interest. Later in this meeting will be looking at OSCIM matching grant funds. Our signature and legal counsels required before sending to State. May meeting will have budget amendments, as we have publication timeline parameters to meet first.

Board discussion.

Financial accounting shows SSF gap in January and February due to incomplete audit, but March back on track. More discussion with auditors with field work the first full week of June, regarding internal controls, systems, etc.

In budgeting for next year, Ms. Duley polled the seven districts at her Multnomah County Business Manager's Meeting. Four are budgeting at \$9.1 billion level with 49/51 split and three are budgeting at \$9.3 billion level. All are budgeting at flat enrollment.

Ms. Duley thanked all the Administrative Professionals on their special day, as couldn't do job without them.

Board discussion regarding lag of RV. Ms. Duley suggested lack of preschool and will look into other reasons.

Mr. Wold added that EXP/spending is down 10% from last year, 2% behind in RV.

Michelle Vo asked about Purchased Services on page 27, first line.

Ms. Duley will address in May with budget amendment.

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7.2. OSCIM Matching Grant Agreement      Action Item

**Presenter:** Dan Wold, Superintendent and Cindy Duley, Business Manager  
David Gorman moved and Bob Buttke seconded:

**Description:** **RESOLUTION NO. 4.125-21 - RESOLVED** that the Board approved the OSCIM matching funds grant agreement for Corbett School District 39.

**Attachments:** (2)

The vote of the Board was 6-0.

8. Interim Superintendent Wold's Report      Information Items

**Presenter:** Dan Wold, Interim Superintendent

8.1. Enrollment Update and Lottery for 2021-22 – Enrollment is up 13 students since March 10, so helps to have kids back on campus. There are unfilled seats, so lottery has lots of interest and plan to do another in mid to late May. Teachers kids have agreement through CBA, so have to apply as well if haven't in prior years.

8.2. Corbett School Campus Upgrades and / or Grants- Bob Buttke, Michelle Vo, and Todd Redfern are part of G.O. Bond Oversight Committee. We have verbal OK on septic and drain field, next is geotechnical engineering. We are projecting to meet budget.

12.3. Soderstrom Architects      Information Item

**Description:** Report on Building Projects in the District – moved to item 8.2

Mr. Ian Mickelson, Soderstrom Engineer, shared his screen with a concept sketch of the Woodard Rd. middle school property. Administration is tied in with the east side with fields to right as grass area for future fields, asphalt and bus drop off. Floor plans for District Office shown. Site plan shows darker areas as additions, with existing storage. Floor plans for main building with six classrooms and counseling, SPED, Administration and MPB room. Individual stalls in bathrooms. Further development thoughts on vacant areas for labs, coffee bar, etc. Elevations in main building.

8:09 p.m. 40 participants in the ZOOM meeting.

Color schemes with red accents and gray or taupe. Roof is staying brown to red.

Board discussion.

Mr. Mickelson spoke to structural engineer's hesitation for pre-engineered metal, wood structure ease. About 3.54-3.58 acres and 58 parking spaces tied to multi-purpose assembly space and a zoning code requirement.

Geotechnical report also looking at potential storm water/infiltration issues. Civil engineering just getting started.

Overlay with Sandy River. Septic is dialed in. He could have renderings at next Board meeting.

Mr. Wold added that there are cameras to see who is going in and out of the restroom, but not in the stalls.

8:26 p.m.

### 8.3. Future Planning / Strategic Planning / Reopening Plans

**Presenter:** Dan Wold, Interim Superintendent

**Description:** a. summer and fall plans – school hopefully closer to normal. No guidance for fall from ODE until mid-July at the earliest. Summer School is set up for learning loss and gaps. Students say they've been learning and teachers say they've been teaching. It is difficult times for students, with ODE thinking a need for catch up. We are looking at credit recovery for 9<sup>th</sup>-12<sup>th</sup> grades in June and a back to school camp in late August. ODE Wants credit recovery at secondary and social/emotional opportunities like hiking, HS shop and connections our plan. We can assess mid-year for next year. Received 31 pages from ODE today.

Board discussion.

b. virtual program community/staff committee- a need for virtual option next year. Cassie Duprey, Assistant High School Principal, shared her screen with new schedule for next year with eight periods and process with committee.

8:34 p.m.

There will be an A/B Block with more time built in – same advisory, longer lunch, deeper learning. Same graduation requirements with more flexibility. Work study experience, expanded CTE, more lab and advisory to expand time and an extra period to teach. C.A.V.E. (Corbett Academy for Virtual Education) will be taught by same teachers for 8<sup>th</sup>-12<sup>th</sup> graders. 9 a.m.-noon, four days a week. This would be used for quarantining when moving back and forth. Youngest group would be 4<sup>th</sup>-5<sup>th</sup>, 6<sup>th</sup>-7<sup>th</sup> (may need more hired) and include daily contact and perhaps optional social like Kahoot.

Board discussion.

There could be 40 additional 4<sup>th</sup>-12<sup>th</sup> graders and participation by lottery. Entry would be at trimester for online. Mr. Wold suggested next steps in surveying school community, then stakeholder meeting with formal plan to get feedback, should help decision making. Possibility for continued free breakfast/lunch next year.

Board discussion.

Mr. Wold said that unless it is a separate school, we still count in our enrollment. Perhaps two plus teachers with outside interest, but would make us bigger. Projected 570-575 9<sup>th</sup> -12<sup>th</sup> next year.

c. daycare community/staff committee – Cassie Duprey spoke about onsite childcare next year. Universal Pre-kindergarten adds a lot of requirements, so won't be ready for that next year. Two to five year olds could be done with repurposed preschool and pathway with MHCC for CTE within the next three years. She is meeting

with MHCC April 26.

Board discussion.

37 participants in the meeting.

### 9. Consent Agenda

**Presenter:** Michelle Vo, Board Chair

<https://policy.osba.org/corbett/AB/BDDC%20G1.PDF>

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**Attachments:** (1)

David Gorman moved and Bob Buttke seconded:

**9.1\*\*RESOLUTION ITEMS NO. 4.126-21 through 4.131-21\*\* Action Items**

**14.2\*\*RESOLUTION NO. 4.126-21 - RESOLVED** that the Board reconfirmed the OFLA/FMLA dates for Hannah

Lizio-Katzen, 1.00 FTE Language Arts Teacher, effective March 10, 2021-June 8, 2021.

**14.3 \*\*RESOLUTION NO. 4.127-21 - RESOLVED** that the Board confirmed the recommendations for spring

coaches as attached in the Board packet.

**14.4\*\*RESOLUTION NO. 4.128-21 - RESOLVED** that the Board reclassified and changed hours for Ryan

Greathouse, .28 FTE Maintenance I to .4 FTE Transportation Maintenance, effective April 22, 2021.

**14.5\*\*RESOLUTION NO. 4.129-21 - RESOLVED** that the Board recognized the expected retirement of Kristin

Wold, 1.00 FTE K-1st Teacher, effective August 2021 and will extend her continued working through

June 30, 2022.

**14.6\*\*RESOLUTION NO. 4.130-21 - RESOLVED** that the Board confirmed the hire of Rachel Goodloomis,

1.0 FTE K-8th CAPS/MS Principal, effective July 1, 2021.

Mr. Wold introduced Ms. Goodloomis and she spoke to the Board. Welcome and thanks from the Board and Mr. Wold.

**14.7\*\*RESOLUTION NO. 4.131-21- RESOLVED** that the Board confirmed the hire of Nicholas Budge, 1.00 FTE 3rd-12th Band/Secondary Choir Teacher, effective August 20, 2021.

The vote of the Board was 6-0.

10. CURRICULUM – none at this time in the meeting.

11. STUDENTS – none at this time in the meeting.

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## 12. TRANSPORTATION, BUILDINGS AND MAINTENANCE

**Presenter:** Dan Wold, Interim Superintendent – delay of replacements, so catching up over the last three years.

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### 12.1. Approval to purchase 84 passenger bus    Action Item

David Gorman moved and Bob Buttke seconded:

**Description: RESOLUTION NO. 4.132-21 - RESOLVED** that the Board approved the purchase of an 84

passenger Blue Bird bus using the Eugene cooperative agreement to piggyback on as attached in the Board packet.

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**Attachments:** (1)

Board discussion.

The vote of the Board was 6-0 in favor of Resolution No. 4.132-21.

12.2. Type 10 Van request for quotes and purchase                      Action Item

**Description:** **RESOLUTION NO. 4.133-21 - RESOLVED** that the Board approved the pursuit of quotes for the purchase of a Type 10 van with a lift.

Board discussion.

The vote of the Board was 6-0.

12.3. Soderstrom Architects    Information Item

**Description:** Report on Building Projects in the District – moved to item 8.2

13. CO-CURRICULAR ACTIVITIES-no information at this time in the meeting.

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14. PERSONNEL

14.1. Vacant Positions                      Information Item – Chair Vo read aloud:

**Description:** There are currently vacant positions for substitute bus drivers, substitute custodians, and substitute/temporary Educational/SPED Assistants. For 2021-22, 3rd-12th Grade Band and HS Choir Teacher,

HS Advanced Math Teacher, K-8th CAPS Special Education Learning Specialist, and 4th/5th Grade Teacher. <https://corbett.tedk12.com/hire/Index.aspx><https://corbett.tedk12.com/hire/Index.aspx>

Ms. Lindeen-Blakeley noted that we have filled the 3<sup>rd</sup>-12<sup>th</sup> Grade Band and HS Choir Teacher position.

**14.2. Recognition of employee transfers and temporary hires**

**Description:** Sam Wallace, 4th/5th Grade Teacher, transferring to 10th-12th Grade Language Arts Teacher for 2021-22 school year.

Temporary/Substitute hire of Dora Velador, 1.00 FTE Custodian for 2020-21.

Temporary/Substitute hire of Brie Windust as Educational Assistant for 2020-21.

15. POLICY- Mr. Wold will call Mr. Stucky at OSBA and will work on the rewrite, as school reopening has taken priority.

16. COMING EVENTS

**Presenter:** Michelle Vo, Board Chair – read aloud:

**Description:** Wednesday, April 28, 2021 - Budget Committee Meeting 7:00 p.m. via ZOOM

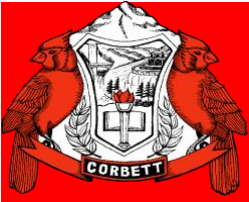
Wednesday, May 5, 2021 - Budget Committee Meeting 7:00 p.m. via ZOOM

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Wednesday, May 12, 2021 - Budget Committee Meeting, if necessary, 7:00 p.m. via ZOOM  
Friday, May 14, 2021 - Friday School Day and CAPS 8th Grade Promotion  
Monday, May 17, 2021 - High School Move-up Day  
Tuesday, May 18, 2021 - Special School Board election  
<https://multco.us/elections/may-2021-special-election-candidate-filings>  
Wednesday, May 19 - Regular School Board meeting, 7:00 p.m. via ZOOM

17. MATTERS FOR THE GOOD OF THE ORDER-none at this meeting.
18. ADJOURNMENT – The Board adjourned at 9:14 p.m.

42121Boardminutes



# Corbett School District

2021-22 Student Investment Account Spending Summary - Preliminary Allocation \$749,927

## Health and Safety

- **SIA Priority - Increase student access to counselors/mental health professionals**
  - Continue to fund one full-time counselor to serve students at the Grade School, Middle School and CAPS.
  - Fund an additional .5 FTE dedicated to counseling services in grades 8-12 (totaling a full-time counselor for the 8/9 academy and High School).\*

## Class Size

- **SIA Priority - Address individual student needs through strategic class size/caseload reduction**
  - Continue to fund one classroom teacher at grades K-1 to maintain an average class size of 25 or lower.
  - Fund an additional full-time special education teacher to serve students at the Middle School.\*
  - Increase FTE dedicated to English Language Development services from .5 to 1.0 to serve students K-12.\*
  - Increase FTE dedicated to intervention services from .5 to 1.0 to serve students at the Grade School and Middle School.\*
  - Hire an additional three paraeducators to increase one-on-one and small group instruction at the Grade School, Middle School and CAPS.\*

## Well-Rounded Education

- **SIA Priority - Broaden curricular options especially CTE at the high school**
  - Continue to fund 1.0 FTE CTE position at the high school.

\*A new SIA activity for 2021-22



Corbett School District SIA Grant

		Activities			Budget		
		2020-21		2021-22	2020-21		2021-22
Spending Category	District SIA Grant Priorities	Planned activities for 2020-21	Actual activities for 2020-21	Recommended activities for 2021-22	Planned budget 2020-21 \$927,557	Actual budget 2020-21 \$293,516	Recommended budget 2021-22 (Preliminary) \$749,927)
Health & Safety	#1 Increase student access to counselors/mental health professionals.	Increase FTE dedicated to counseling and mental health services by 1.5.	Increased FTE dedicated to counseling and mental health services by 1.0.	Fund 1.5 FTE dedicated to counseling and mental health services. (K-12)	\$150,000	\$114,002	\$171,003
Well-Rounded Education	#2 Broaden curricular options, specifically CTE at the High School.	Fund a 1.0 FTE CTE position. (HS)	Funded a 1.0 FTE CTE position. (HS)	Fund a 1.0 FTE CTE position. (HS)	\$100,000	\$72,643	\$72,643
Health & Safety	#3 Address middle school building safety issues.	Secure renovation loan, renovate the buildings, and begin loan repayment.	The community passed a bond to fund this project.	Continue this project with bond funds.	\$270,000	\$0	\$0
Class Size	#4 Address individual student needs through strategic class size/caseload reduction.	Restore 3 teaching positions grades K-7 scheduled to be eliminated due to a decline in enrollment.	Restored 1 teaching position grades K-1 scheduled to be eliminated due to a decline in enrollment.	Continue to fund 1 teaching position grades K-1 scheduled to be eliminated due to a decline in enrollment.	\$300,000	\$106,870	\$106,870 18
Class Size	#4 Address individual student needs through strategic class size/caseload reduction.	Increase FTE dedicated to special education services by 1.0. (MS)	This activity was not funded due to decreased SIA funding.	Increase FTE dedicated to special education services by 1.0. (MS)	\$100,000	\$0	\$100,000
					<b>\$920,000</b>	<b>\$293,515</b>	<b>\$450,516</b>

Additional activities planned if the community passed a bond (reallocate funds from priority # 3 to priority # 4)

Class Size	#4 Address individual student needs through strategic class size/caseload reduction.	Increase FTE dedicated to ELD services from .5 to 1.0. (K-12)	This activity was not funded.	Increase FTE dedicated to ELD services from .5 to 1.0. (K-12)	\$0	\$0	\$50,000
Class Size	#4 Address individual student needs through strategic class size/caseload reduction.	Increase FTE dedicated to intervention services from .5 to 1.0.	This activity was not funded.	Increase FTE dedicated to intervention services from .5 to 1.0. (GS, MS)	\$0	\$0	\$50,000

<b>Class Size</b>	#4 Address individual student needs through strategic class size/caseload reduction.	Hire 3 additional paraeducators to increase one-on-one/small group instruction.	This activity was not funded.	Hire 3 additional paraeducators.(GS, CAPS, MS)	\$0	\$0	\$150,000
					\$0	\$0	\$250,000
	3/17/21			<b>Total</b>	<b>\$920,000</b>	<b>\$283,516</b>	<b>\$700,516</b>

**Corbett School District**  
**Financial Report to the Board of Directors**  
**Wednesday, May 19, 2021**

The attached reports reflect revenue received and payments made through April 30, 2021.

Tonight the Board will be asked to approve a supplemental 2020-21 budget to true up beginning fund balances to audited values, and to authorize expenditure appropriations for Covid-19 response funds, the general obligation bonds issued in April, and the OSCIM matching grant award. Tonight's supplemental budget hearing was advertised as required by law in the Gresham Outlook and on the district website.

At the June meeting, there may be another supplemental budget to shift expenditure appropriations between major function areas to reconcile where adjustments are needed for compliance with local budget law.

Thank you,

Cindy Duley, Business Manager

[cduley@corbett.k12.or.us](mailto:cduley@corbett.k12.or.us)

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**Board Financial Reports Guide:**

**Summary of Budget and Actual Expenditures by Fund and Major Function**

Shows the year-to-date expenditures compared to the legally appropriated budget. Actual expenditures cannot exceed appropriation.

**Year-to-Year Fund Statements**

Shows the current year-to-date revenues and expenditures compared to the same time last year for the following funds:

- General Fund
- Food Services Fund
- Federal Funds
- Student Investment Account
- GO Bond 2021

**Year-to-Year General Fund Revenues and Expenditures by Month**

Shows prior year and current year-to-date revenues and expenditures in more detail, by major category and month, for the General Fund.

**Corbett School District 39**  
**Monthly Financial Report**  
**As of April 30, 2021**

**Summary of Budget and Actual Expenditures by Fund and Major Function**

<b>Current Budget vs Actual Total Expenses</b>	<b>Current Budget</b>	<b>Apr 30 2021 YTD Actuals</b>	<b>Apr 30 2021 Balance</b>
<b>Fund: 01 General Fund</b>			
1000 Instruction	8,099,879	5,646,415	2,453,464
2000 Support Services	4,573,104	3,829,765	743,339
4000 Facilities Acquisition/Construction	2,340,000	80,086	2,259,914
5100 Debt Service	401,329	243,955	157,374
5200 Transfers Out	230,000	-	230,000
6000 Contingencies	50,000	-	50,000
<b>Fund: 01 General Fund Total</b>	<b>15,694,312</b>	<b>9,800,221</b>	<b>5,894,091</b>
<b>Fund: 02 Food Services Fund</b>			
3000 Enterprise & Community Serves	426,000	191,459	234,541
<b>Fund: 02 Food Services Fund Total</b>	<b>426,000</b>	<b>191,459</b>	<b>234,541</b>
<b>Fund: 03 Federal Funds</b>			
1000 Instruction	255,990	136,730	119,260
2000 Support Services	13,993	-	13,993
6000 Contingencies	7,726	-	7,726
<b>Fund: 03 Federal Funds Total</b>	<b>277,709</b>	<b>136,730</b>	<b>140,979</b>
<b>Fund: 04 Student Investment Account</b>			
1000 Instruction	499,394	-	499,394
2000 Support Services	154,303	-	154,303
5100 Debt Service	270,000	-	270,000
<b>Fund: 04 Student Investment Account Total</b>	<b>923,697</b>	<b>44,280</b>	<b>879,417</b>
<b>Fund: 09 GO Bond 2021</b>			
2000 Support Services	30,000	-	30,000
4000 Facilities Acquisition/Construction	20,000	5,378	14,622
<b>Fund: 09 GO Bond 2021 Total</b>	<b>50,000</b>	<b>5,378</b>	<b>44,622</b>
<b>Fund: 20 Energy Projects Fund</b>			
4000 Facilities Acquisition/Construction	16,271	-	16,271
5200 Transfers Out	25,000	-	25,000
<b>Fund: 20 Energy Projects Fund Total</b>	<b>41,271</b>	<b>-</b>	<b>41,271</b>
<b>Fund: 06 Student Body Trust Fund</b>			
1000 Instruction	300,000	-	300,000
6000 Contingencies	105,548	-	105,548
<b>Fund: 06 Student Body Trust Fund Total</b>	<b>405,548</b>	<b>-</b>	<b>405,548</b>
<b>Grand Total - All Funds</b>	<b>17,818,537</b>	<b>10,178,069</b>	<b>7,640,468</b>

**Corbett School District No. 39**  
**Board Financial Report**  
**Fund 01: General Fund**

	Fiscal Year 2019-2020			Fiscal Year 2020-2021			
	Year End Actuals	Year to Date Apr 30 2020	% of YE Actuals	Current Budget	Projected Actual	Year to Date Apr 30 2021	% of Projected
<b>Revenues</b>							
Property Taxes	1,843,932	1,775,170	96%	1,880,900	1,958,830	1,860,730	95%
State School Fund	10,132,700	9,084,830	90%	9,679,300	9,904,017	7,961,752	80%
Local Sources	365,287	313,494	86%	420,500	114,803	92,395	80%
Intermediate Sources	200,657	657	0%	201,200	200,000	-	0%
State Sources	728,495	353,624	49%	579,903	803,547	87,581	11%
Federal Sources	39,997	17,812	45%	43,349	46,372	-	0%
<b>Total Revenues</b>	<b>13,311,067</b>	<b>11,545,587</b>	<b>87%</b>	<b>12,805,152</b>	<b>13,027,569</b>	<b>10,002,459</b>	<b>77%</b>
<b>Expenditures</b>							
Salaries	6,397,708	5,223,470	82%	6,498,887	6,442,325	5,009,983	78%
Associated Payroll	3,914,765	3,035,397	78%	3,898,026	4,036,935	3,081,037	76%
Purchased Services	1,086,023	877,500	81%	1,120,425	832,907	614,474	74%
Supplies & Materials	641,013	576,306	90%	762,745	771,561	480,283	62%
Capital Outlay	310,705	281,735	91%	141,000	115,000	38,500	33%
Debt Service	432,201	255,500	59%	401,329	263,125	243,955	93%
Other Objects	274,107	270,763	99%	291,900	281,769	251,903	89%
Contingency	-	-	-	50,000	50,000	-	0%
<b>Total Expenditures</b>	<b>13,056,522</b>	<b>10,520,671</b>	<b>81%</b>	<b>13,164,312</b>	<b>12,793,622</b>	<b>9,720,135</b>	<b>76%</b>
<b>Other Sources (Uses)</b>							
Other Sources	211,694	211,694	100%	115,000	115,000	-	0%
Transfer In	25,000	-	0%	25,000	25,000	-	0%
Transfer Out	(288,526)	-	0%	(230,000)	(120,000)	-	0%
<b>Total Other Sources (Uses)</b>	<b>(51,832)</b>	<b>211,694</b>	<b>-408%</b>	<b>(90,000)</b>	<b>20,000</b>	<b>-</b>	<b>0%</b>
<b>Change in Fund Balance</b>	<b>202,713</b>	<b>1,236,610</b>		<b>(449,160)</b>	<b>253,947</b>	<b>282,324</b>	
<b>Fund Balance - Beginning</b>	<b>2,069,238</b>	<b>1,666,531</b>		<b>1,867,425</b>	<b>2,315,403</b>	<b>2,271,951</b>	
<b>Fund Balance - Ending</b>	<b>2,271,951</b>	<b>2,903,140</b>		<b>1,418,265</b>	<b>2,569,350</b>	<b>2,554,275</b>	

YTD Revenues	FY 2019-20	FY 2020-21	Variance	% Change
Property Taxes	1,775,170	1,860,730	85,560	5%
State School Fund	9,084,830	7,961,752	(1,123,078)	-12%
Local Sources	313,494	92,395	(221,100)	-71%
Intermediate Sources	657	-	(657)	-100%
<b>Total Revenues</b>	<b>11,545,587</b>	<b>10,002,459</b>	<b>(1,543,128)</b>	<b>-13%</b>

YTD Expenditures	FY 2019-20	FY 2020-21	Variance	% Change
Salaries	5,223,470	5,009,983	(213,487)	-4%
Associated Payroll	3,035,397	3,081,037	45,639	2%
Purchased Services	877,500	614,474	(263,026)	-30%
Supplies & Materials	576,306	480,283	(96,023)	-17%
Debt Service	255,500	243,955	(11,545)	-5%
Other Objects	270,763	251,903	(18,860)	-7%
<b>Total Expenditures</b>	<b>10,520,671</b>	<b>9,720,135</b>	<b>(800,536)</b>	<b>-8%</b>

**Corbett School District No. 39**  
**Board Financial Report**  
**Fund 08: General Fund, FF&C Loan**

	Fiscal Year 2019-2020			Fiscal Year 2020-2021			
	Year End Actuals	Year to Date Apr 30 2020	% of YE Actuals	Current Budget	Projected Actual	Year to Date Apr 30 2021	% of Projected
<b>Expenditures</b>							
Purchased Services	65,646	19,068	29%	-	67,955	80,086	118%
Capital Outlay	508,402	508,402	100%	2,300,000	-	-	
Other Objects	51,785	51,785	100%	-	-	-	
<b>Total Expenditures</b>	<b>625,833</b>	<b>579,255</b>	<b>93%</b>	<b>2,300,000</b>	<b>2,991,841</b>	<b>80,086</b>	<b>3%</b>
<b>Other Sources (Uses)</b>							
Other Sources	3,000,000	3,000,000	100%	-	-	-	
<b>Total Other Sources (Uses)</b>	<b>3,000,000</b>	<b>3,000,000</b>	<b>100%</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Change in Fund Balance</b>	<b>2,374,167</b>	<b>2,420,745</b>		<b>(2,300,000)</b>	<b>(2,991,841)</b>	<b>(80,086)</b>	
<b>Fund Balance - Beginning</b>	<b>-</b>	<b>-</b>		<b>2,300,000</b>	<b>2,374,167</b>	<b>2,374,167</b>	
<b>Fund Balance - Ending</b>	<b>2,374,167</b>	<b>2,420,745</b>		<b>-</b>	<b>(617,674)</b>	<b>2,294,081</b>	
			<b>YTD Expenditures</b>	<b>FY 2019-20</b>	<b>FY 2020-21</b>	<b>Variance</b>	
			Purchased Services	19,068	80,086	61,018	
			<b>Total Expenditures</b>	<b>579,255</b>	<b>80,086</b>	<b>(499,169)</b>	

**Corbett School District No. 39**  
**Board Financial Report**  
**Fund 02: Food Services Fund**

	Fiscal Year 2019-2020			Fiscal Year 2020-2021			
	Year End Actuals	Year to Date Apr 30 2020	% of YE Actuals	Current Budget	Projected Actual	Year to Date Apr 30 2021	% of Projected
<b>Revenues</b>							
State School Fund	2,197	-	0%	2,000	2,000	-	0%
Local Sources	94,822	87,747	93%	120,000	5,735	4,089	71%
State Sources	6,804	6,124	90%	3,000	-	-	-
Federal Sources	87,530	56,293	64%	121,000	125,656	66,717	53%
<b>Total Revenues</b>	<b>191,353</b>	<b>150,164</b>	<b>78%</b>	<b>246,000</b>	<b>133,391</b>	<b>70,806</b>	<b>53%</b>
<b>Expenditures</b>							
Salaries	76,456	62,038	81%	85,314	86,444	69,734	81%
Associated Payroll	47,852	36,713	77%	59,402	64,202	48,631	76%
Purchased Services	6,028	6,028	100%	6,000	3,223	3,689	114%
Supplies & Materials	164,966	149,299	91%	271,784	105,194	68,304	65%
Other Objects	4,695	3,237	69%	3,500	1,549	1,101	71%
<b>Total Expenditures</b>	<b>299,997</b>	<b>257,314</b>	<b>86%</b>	<b>426,000</b>	<b>260,612</b>	<b>191,459</b>	<b>73%</b>
<b>Other Sources (Uses)</b>							
Transfer In	103,526	-	0%	180,000	120,000	-	0%
<b>Total Other Sources (Uses)</b>	<b>103,526</b>	<b>-</b>	<b>0%</b>	<b>180,000</b>	<b>120,000</b>	<b>-</b>	<b>0%</b>
<b>Change in Fund Balance</b>	<b>(5,118)</b>	<b>(107,150)</b>		<b>-</b>	<b>(7,221)</b>	<b>(120,653)</b>	
<b>Fund Balance - Beginning</b>	<b>12,339</b>	<b>12,339</b>		<b>-</b>	<b>7,221</b>	<b>7,221</b>	
<b>Fund Balance - Ending</b>	<b>7,221</b>	<b>(94,811)</b>		<b>-</b>	<b>-</b>	<b>(113,433)</b>	

	<b>FY 2019-20</b>	<b>FY 2020-21</b>	<b>Variance</b>	<b>% Change</b>
<b>YTD Revenues</b>				
Local Sources	87,747	4,089	(83,658)	-95%
<b>Total Revenues</b>	<b>150,164</b>	<b>70,806</b>	<b>(79,358)</b>	<b>-53%</b>
<b>YTD Expenditures</b>				
Salaries	62,038	69,734	7,696	12%
Associated Payroll	36,713	48,631	11,918	32%
Purchased Services	6,028	3,689	(2,339)	-39%
Supplies & Materials	149,299	68,304	(80,994)	-54%
Other Objects	3,237	1,101	(2,136)	-66%
<b>Total Expenditures</b>	<b>257,314</b>	<b>191,459</b>	<b>(65,854)</b>	<b>-26%</b>

**Corbett School District No. 39**  
**Board Financial Report**  
**Fund 03: Federal Funds**

	Fiscal Year 2019-2020			Fiscal Year 2020-2021			
	Year End Actuals	Year to Date Apr 30 2020	% of YE Actuals	Current Budget	Projected Actual	Year to Date Apr 30 2021	% of Projected
<b>Revenues</b>							
Federal Sources	271,542	160,967	59%	269,983	337,556	-	0%
<b>Total Revenues</b>	<b>271,542</b>	<b>160,967</b>	<b>59%</b>	<b>269,983</b>	<b>337,556</b>	<b>-</b>	<b>0%</b>
<b>Expenditures</b>							
Salaries	163,538	117,740	72%	113,962	102,209	78,181	76%
Associated Payroll	106,042	75,585	71%	81,992	74,098	55,981	76%
Purchased Services	1,962	5,514	281%	64,029	4,237	2,568	61%
Supplies & Materials	-	534		10,000	157,012	-	0%
Contingency	-	-		7,726	7,726	-	0%
<b>Total Expenditures</b>	<b>271,542</b>	<b>199,372</b>	<b>73%</b>	<b>277,709</b>	<b>345,282</b>	<b>136,730</b>	<b>40%</b>
<b>Change in Fund Balance</b>	<b>-</b>	<b>(38,405)</b>		<b>(7,726)</b>	<b>(7,726)</b>	<b>(136,730)</b>	
<b>Fund Balance - Beginning</b>	<b>7,726</b>	<b>7,726</b>		<b>7,726</b>	<b>7,726</b>	<b>7,726</b>	
<b>Fund Balance - Ending</b>	<b>7,726</b>	<b>(30,679)</b>		<b>-</b>	<b>-</b>	<b>(129,004)</b>	

YTD Expenditures	FY 2019-20	FY 2020-21	Variance
Salaries	117,740	78,181	(39,558)
Associated Payroll	75,585	55,981	(19,604)
Purchased Services	5,514	2,568	(2,945)
Supplies & Materials	534	-	(534)
<b>Total Expenditures</b>	<b>199,372</b>	<b>136,730</b>	<b>(62,642)</b>

**Corbett School District No. 39**  
**Board Financial Report**  
**Fund 04: Student Investment Account**

	Fiscal Year 2019-2020			Fiscal Year 2020-2021			
	Year End Actuals	Year to Date Apr 30 2020	% of YE Actuals	Current Budget	Projected Actual	Year to Date Apr 30 2021	% of Projected
<b>Revenues</b>							
State Sources	-	-		923,697	293,517	-	0%
<b>Total Revenues</b>	-	-		<b>923,697</b>	<b>293,517</b>	-	<b>0%</b>
<b>Expenditures</b>							
Salaries	-	-		336,032	153,161	-	0%
Associated Payroll	-	-		207,986	94,527	-	0%
Supplies & Materials	-	-		109,679	45,829	-	0%
Debt Service	-	-		270,000	-	-	
<b>Total Expenditures</b>	-	-		<b>923,697</b>	<b>293,517</b>	<b>44,280</b>	<b>15%</b>

**Corbett School District No. 39**  
**Board Financial Report**  
**Fund 09: GO Bond 2021**

	Fiscal Year 2019-2020			Fiscal Year 2020-2021			
	Year End Actuals	Year to Date Apr 30 2020	% of YE Actuals	Current Budget	Projected Actual	Year to Date Apr 30 2021	% of Projected
<b>Revenues</b>							
State Sources	610,034	610,034	100%	-	-	-	
<b>Total Revenues</b>	<b>610,034</b>	<b>610,034</b>	<b>100%</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Expenditures</b>							
Purchased Services	29,525	28,245	96%	50,000	177,123	5,378	3%
Capital Outlay	746,484	746,484	100%	-	-	-	
Other Objects	1,727	1,727	100%	-	-	-	
<b>Total Expenditures</b>	<b>777,736</b>	<b>776,456</b>	<b>100%</b>	<b>50,000</b>	<b>177,123</b>	<b>5,378</b>	<b>3%</b>
<b>Other Sources (Uses)</b>							
Transfer In	185,000	-	0%	50,000	-	-	
<b>Total Other Sources (Uses)</b>	<b>185,000</b>	<b>-</b>	<b>0%</b>	<b>50,000</b>	<b>(37,200)</b>	<b>-</b>	<b>0%</b>
<b>Change in Fund Balance</b>	<b>17,298</b>	<b>(166,422)</b>		<b>-</b>	<b>(214,323)</b>	<b>(5,378)</b>	
<b>Fund Balance - Beginning</b>	<b>19,902</b>	<b>19,902</b>		<b>-</b>	<b>37,200</b>	<b>37,200</b>	
<b>Fund Balance - Ending</b>	<b>37,200</b>	<b>(146,520)</b>		<b>-</b>	<b>(177,123)</b>	<b>31,822</b>	

YTD Expenditures	FY 2019-20	FY 2020-21	Variance
Capital Outlay	746,484	-	(746,484)
<b>Total Expenditures</b>	<b>776,456</b>	<b>5,378</b>	<b>(771,078)</b>

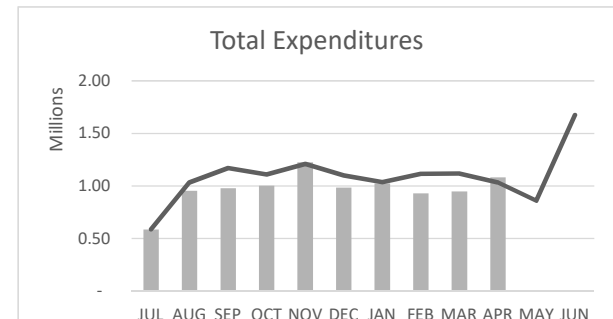
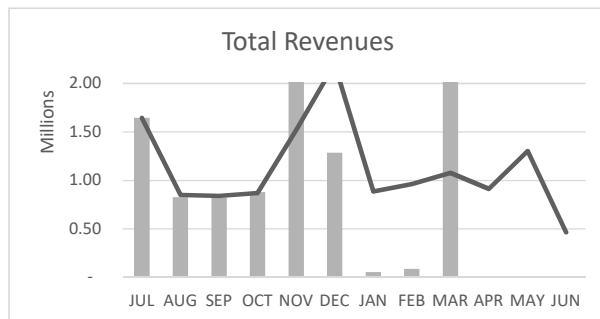
**FUND 01: GENERAL FUND**  
**Revenues and Expenditures by Month**

<b>FY 2019-2020</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>TOTAL</b>
<b>Revenues</b>													
Property Taxes	-	6,094.98	4,105.67	2,940.62	582,903.18	1,093,279.83	21,903.74	11,785.41	45,707.76	6,448.84	4,934.17	63,827.69	1,843,931.89
State School Fund	1,630,542.00	814,782.00	814,782.00	814,782.00	814,782.00	814,782.00	814,782.00	830,019.00	830,019.00	905,558.00	1,050,066.64	(2,196.95)	10,132,699.69
Local Sources	13,662.69	27,630.33	19,580.61	27,721.22	22,830.07	118,039.30	25,429.36	33,653.52	25,590.73	(643.43)	14,625.02	37,167.29	365,286.71
Intermediate Sources	-	127.50	529.18	-	-	-	-	-	-	-	-	200,000.00	200,656.68
State Sources	-	-	-	23,278.98	-	155,828.40	23,954.74	87,289.11	63,272.38	-	221,007.55	153,863.94	728,495.10
Federal Sources	-	-	-	-	-	17,812.17	-	-	-	-	10,042.27	12,142.73	39,997.17
Other Sources	-	-	-	-	100,000.00	-	-	-	111,694.00	-	-	-	211,694.00
<b>Total Revenues</b>	<b>1,644,204.69</b>	<b>848,634.81</b>	<b>838,997.46</b>	<b>868,722.82</b>	<b>1,520,515.25</b>	<b>2,199,741.70</b>	<b>886,069.84</b>	<b>962,747.04</b>	<b>1,076,283.87</b>	<b>911,363.41</b>	<b>1,300,675.65</b>	<b>464,804.70</b>	<b>13,522,761.24</b>

<b>Expenditures</b>													
Salaries	132,505.63	529,586.48	553,163.25	584,272.39	604,351.95	555,653.93	555,876.59	573,710.08	579,802.66	554,546.59	361,970.89	812,267.77	6,397,708.21
Associated Payroll	98,654.35	295,219.58	319,427.17	330,083.13	330,825.70	317,779.15	335,934.70	335,892.46	342,904.03	328,677.17	331,323.20	548,044.44	3,914,765.08
Purchased Services	60,418.24	61,018.87	120,053.59	61,489.43	73,781.31	134,467.35	99,322.65	148,582.72	40,596.57	77,769.47	92,032.27	116,490.16	1,086,022.63
Supplies & Materials	65,513.89	106,837.65	106,194.30	104,324.02	31,949.42	27,497.59	23,310.20	32,635.15	35,331.43	42,712.32	13,446.57	51,260.86	641,013.40
Capital Outlay	-	-	10,898.16	9,700.00	149,443.31	5,000.00	-	-	106,694.00	-	(2,344.68)	31,314.69	310,705.48
Debt Service	59,083.76	9,499.55	48,923.19	9,499.55	17,499.55	55,298.55	9,601.68	9,601.68	9,601.68	26,890.68	63,318.00	113,382.86	432,200.73
Other Objects	172,906.42	31,048.57	11,818.67	11,494.85	2,461.28	6,463.19	13,318.97	15,130.33	3,250.29	2,870.19	1,052.89	2,291.05	274,106.70
<b>Total Expenditures</b>	<b>589,082.29</b>	<b>1,033,210.70</b>	<b>1,170,478.33</b>	<b>1,110,863.37</b>	<b>1,210,312.52</b>	<b>1,102,159.76</b>	<b>1,037,364.79</b>	<b>1,115,552.42</b>	<b>1,118,180.66</b>	<b>1,033,466.42</b>	<b>860,799.14</b>	<b>1,675,051.83</b>	<b>13,056,522.23</b>

<b>FY 2020-2021</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>TOTAL</b>
<b>Revenues</b>													
Property Taxes	-	-	-	2,783.89	1,287,795.70	459,964.96	33,104.63	14,947.16	53,441.08	8,692.57	-	-	1,860,729.99
State School Fund	1,641,572.00	820,293.00	815,200.41	820,293.00	820,293.00	820,293.00	-	-	2,223,808.00	-	-	-	7,961,752.41
Local Sources	5,041.64	5,105.72	4,010.13	57,637.99	3,625.47	3,710.28	3,396.00	2,921.02	5,704.81	1,241.83	-	-	92,394.89
Intermediate Sources	-	-	-	-	-	-	-	-	-	-	-	-	-
State Sources	-	-	-	-	-	-	18,652.69	68,928.53	-	-	-	-	87,581.22
Federal Sources	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Sources	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Revenues</b>	<b>1,646,613.64</b>	<b>825,398.72</b>	<b>819,210.54</b>	<b>880,714.88</b>	<b>2,111,714.17</b>	<b>1,283,968.24</b>	<b>55,153.32</b>	<b>86,796.71</b>	<b>2,282,953.89</b>	<b>9,934.40</b>	<b>-</b>	<b>-</b>	<b>10,002,458.51</b>

<b>Expenditures</b>													
Salaries	125,269.06	545,902.25	529,015.72	523,004.90	537,915.10	540,058.84	536,053.29	539,469.69	556,598.33	576,695.83	-	-	5,009,983.01
Associated Payroll	91,994.82	312,550.32	316,413.07	356,076.63	322,608.74	323,899.92	338,243.99	329,206.79	338,737.79	351,304.51	-	-	3,081,036.58
Purchased Services	32,558.29	30,593.67	86,687.84	48,220.24	87,363.22	41,278.44	77,778.43	44,532.61	44,789.52	120,672.10	974.90	-	615,449.26
Supplies & Materials	63,011.53	41,403.58	44,607.21	27,382.67	256,693.82	11,369.83	18,046.85	5,831.92	626.85	11,308.71	17.00	-	480,299.97
Capital Outlay	-	-	-	-	-	-	38,500.00	-	-	-	-	-	38,500.00
Debt Service	56,485.82	9,260.59	(924.59)	49,259.23	17,479.34	62,137.60	15,041.84	9,590.12	4,168.00	21,457.00	-	-	243,954.95
Other Objects	215,928.10	14,223.75	2,240.18	577.41	2,952.46	7,488.18	2,075.39	2,015.14	3,366.86	1,035.63	17.99	-	251,921.09
<b>Total Expenditures</b>	<b>585,247.62</b>	<b>953,934.16</b>	<b>978,039.43</b>	<b>1,004,521.08</b>	<b>1,225,012.68</b>	<b>986,232.81</b>	<b>1,025,739.79</b>	<b>930,646.27</b>	<b>948,287.35</b>	<b>1,082,473.78</b>	<b>1,009.89</b>	<b>-</b>	<b>9,721,144.86</b>



**NOTICE OF SUPPLEMENTAL BUDGET HEARING**

A public hearing on a proposed supplemental budget for Corbett School District 39, for the current fiscal year, will be held via Zoom, due to COVID-19. Visit the CSD website for details on how to attend: [www.corbett.k12.or.us](http://www.corbett.k12.or.us) or see the link: <https://meetings.boardbook.org/Public/Organization/1554>. The hearing will take place on May 19, 2021 at 7:00 p.m. The purpose of the hearing is to discuss the supplemental budget with interested persons. A copy of the supplemental budget document may be inspected or obtained on or after May 7, 2021 at 35800 E Historic Columbia River Hwy, between the hours of 8:30 a.m. and 4:30 p.m.

**SUMMARY OF PROPOSED BUDGET CHANGES**

FUND:		GO Bond 2021 Fund 09	
Resource	Amount	Expenditure	Amount
Debt Proceeds	4,000,000	08-5110-06x0	2,923,886
		09-4150-0520	998,990
		09-4150-0382	77,124
<b>Revised Total Fund Resources</b>	<b>4,000,000</b>	<b>Revised Total Fund Requirements</b>	<b>4,000,000</b>

**Explanation of changes:**

Pursuant to voter approval of a general obligation bond measure in November 2020, bonds are sold. Proceeds are used to prepay a full faith and credit borrowing, for building improvement costs, and for costs of bond issuance.

FUND:		Matching Grant Fund 10	
Resource	Amount	Expenditure	Amount
Grant Proceeds	4,000,000	10-4150-0520	4,000,000
<b>Revised Total Fund Resources</b>	<b>4,000,000</b>	<b>Revised Total Fund Requirements</b>	<b>4,000,000</b>

**Explanation of changes:**

The district received an OSCIM grant award. Proceeds are used for building improvement costs.

FUND:		Federal Funds 03	
Resource	Amount	Expenditure	Amount
Grant Proceeds	414,096	03-2260-0480	414,096
<b>Revised Total Fund Resources</b>	<b>414,096</b>	<b>Revised Total Fund Requirements</b>	<b>414,096</b>

**Explanation of changes:**

The district received COVID-19 funding. Proceeds are used for distance learning/return to campus support.

**CORBETT SCHOOL DISTRICT NO. 39  
SUPPLEMENTAL BUDGET WITH HEARING MAY 19, 2021**

**ITEM: RESOLUTION TO CONDUCT HEARING, APPROVE 2020-21 BUDGETED BEGINNING FUND BALANCE ADJUSTMENTS, AND ADOPT SUPPLEMENTAL BUDGET MAKING APPROPRIATIONS**

**2020-21 Beginning Fund Balance Adjustments**

**WHEREAS**, upon completion of the 2019-20 Financial Audit, it was learned that the budgeted 2020-21 Beginning Fund Balances varied from the actual 2019-20 Ending Fund Balances. Per ORS 294.471, the Board of Directors may approve adjustments to budgeted Beginning Fund Balances to reflect actual available resources.

Fund	2019-20 Actual Ending Fund Balance	2020-21 Adopted Beginning Fund Balance	Beginning Fund Balance Increase (Decrease)
01 General	\$	\$	\$
02 Food Service			
03 Federal Funds			
06 Student Body Trust			
09 Capital Improvements			
20 Energy Projects			
<b>Total Fund Balances</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**2020-21 Supplemental Appropriation and Transfers of Appropriation**

**WHEREAS** ORS 294.338 and ORS 294.471 allows the Board of Directors to increase appropriation amounts under certain circumstances, and requires that appropriations be made to reflect all supplemental changes; and **WHEREAS** ORS 294.463 allows the Board of Directors to transfer appropriations within a fund; and **WHEREAS** a Supplemental Budget with Hearing is required by ORS 294.473(1) (a)&(b) for expenditure changes >10%; and **WHEREAS** the following changes to the 2020-21 Fiscal Year Budget fall within the parameters set forth in above statutes:

**Appropriation Adjustments from Changes in Beginning Fund Balances:**

General Fund	Increase Facilities Acquisition	\$
Food Service Fund	Increase Enterprise & Community Services	\$
Student Body Trust	Reduce Contingency	\$
Capital Improvements	Increase Support Services	\$
Energy Projects Fund	Reduce Facility Acquisition	\$

**New Appropriations to Authorize Expenditures from New Financing Sources:**

GO Bond 2021 Fund	Increase Facilities Acquisition	\$4,000,000
Matching Grant Fund	Increase Facility Acquisition	\$4,000,000

**Transfer Appropriation – General Fund to GO Bond Fund**

Transfer \$xx in the 08 General Fund to the 09 GO Bond Fund 2021 for major capital improvements for facilities maintenance and repairs. This represents the balance of the full faith and credit funding after prepayment in full of the 2020 borrowing.

**THEREFORE BE IT RESOLVED**, that for the fiscal year beginning July 1, 2020, the actual Beginning Fund amounts shown above are hereby approved for purposes of balancing the 2020-21 budget and are hereby appropriated for the purposes indicated within the funds listed.

Board Chair

Date

Superintendent

Date

**CORBETT SCHOOL DISTRICT NO. 39  
SUPPLEMENTAL BUDGET WITH HEARING MAY 19, 2021**

**ITEM: RESOLUTION TO CONDUCT HEARING, APPROVE 2020-21 BUDGETED BEGINNING FUND BALANCE ADJUSTMENTS, AND ADOPT SUPPLEMENTAL BUDGET MAKING APPROPRIATIONS**

**2020-21 Beginning Fund Balance Adjustments**

WHEREAS, upon completion of the 2019-20 Financial Audit, it was learned that the budgeted 2020-21 Beginning Fund Balances varied from the actual 2019-20 Ending Fund Balances. Per ORS 294.471, the Board of Directors may approve adjustments to budgeted Beginning Fund Balances to reflect actual available resources.

<b>Fund</b>	<b>2019-20 Actual Ending Fund Balance</b>	<b>2020-21 Adopted Beginning Fund Balance</b>	<b>Beginning Fund Balance Increase (Decrease)</b>
01 General	\$ 4,689,569	\$ 4,167,425	\$ 522,144
02 Food Service	7,221	0	7,221
03 Federal Funds	7,726	7,726	0
06 Student Body Trust	90,166	105,548	(15,382)
09 Capital Improvements	37,200	0	37,200
20 Energy Projects	23,708	21,271	2,437
<b>Total Fund Balances</b>	<b>\$ 4,855,590</b>	<b>\$ 4,301,970</b>	<b>\$ 553,620</b>

**2020-21 Supplemental Appropriation and Transfers of Appropriation**

WHEREAS ORS 294.338 and ORS 294.471 allows the Board of Directors to increase appropriation amounts under certain circumstances, and requires that appropriations be made to reflect all supplemental changes; and WHEREAS ORS 294.463 allows the Board of Directors to transfer appropriations within a fund; and WHEREAS a Supplemental Budget with Hearing is required by ORS 294.473(1) (a)&(b) for expenditure changes >10%; and WHEREAS the following changes to the 2020-21 Fiscal Year Budget fall within the parameters set forth in above statutes:

**Appropriation Adjustments from Changes in Beginning Fund Balances:**

General Fund	Increase Debt Service	\$402,708
General Fund	Increase Support Services	\$119,436
Food Service Fund	Increase Enterprise & Community Services	\$7,221
Student Body Trust	Reduce Contingency	(\$15,382)
Capital Improvements	Increase Support Services	\$37,200
Energy Projects Fund	Increase Facilities Acquisition	\$2,437

**New Appropriations to Authorize Expenditures from New Financing Sources:**

GO Bond 2021 Fund	Increase Facilities Acquisition	\$4,000,000
Matching Grant Fund	Increase Facilities Acquisition	\$4,000,000
Federal Funds	Increase Support Services	\$400,000
Federal Funds	Increase Instructional Services	\$14,096

THEREFORE BE IT RESOLVED, that for the fiscal year beginning July 1, 2020, the actual Beginning Fund amounts shown above are hereby approved for purposes of balancing the 2020-21 budget and are hereby appropriated for the purposes indicated within the funds listed.

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

NOTICE OF SUPPLEMENTAL BUDGET HEARING

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The purpose of the hearing is to discuss the supplemental budget with interested persons.

A copy of the supplemental budget document may be inspected or obtained on or after May 7, 2021 at 35800 E Historic Columbia River Hwy, between the hours of 8:30 a.m. and 4:30 p.m.

SUMMARY OF PROPOSED BUDGET CHANGES

GO Bond 2021 Fund 09			
FUND:	Amount	Expenditure	Amount
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Explanation of changes:

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Matching Grant Fund 10			
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Resource			
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Revised Total Fund Resources	4,000,000	Revised Total Fund Requirements	4,000,000

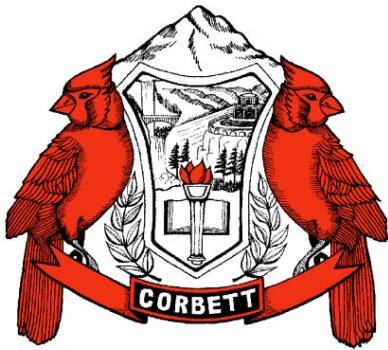
Explanation of changes:

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Federal Funds 03			
FUND:	Amount	Expenditure	Amount
Resource			
Grant Proceeds	414,096	03-2260-0480	414,096
Revised Total Fund Resources	414,096	Revised Total Fund Requirements	414,096

Explanation of changes:

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# Corbett School District No. 39

Multnomah County, Oregon

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Term Sheet for General  
Obligation Bond, Series 2021

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Term Sheet Circulated: March 9, 2021

Bids Due: 3:00 p.m. PT on March 29, 2021

Closing: April 15, 2021

The attached document is being sent to you as a prospective purchaser in connection with a private placement identified by Piper Sandler & Co. Piper Sandler & Co. has not independently verified the information contained herein or otherwise made any further investigation of the bonds, the credit of the borrower and any obligor, the collateral and the bond terms. Neither Piper Sandler & Co. nor any of its affiliates, partners, officers, agents, employees or representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of such information. See last page for additional disclaimers. Purchasers will be expected to complete their own due diligence if selected.

**Corbett School District No. 39**  
 Multnomah County, Oregon  
 General Obligation Bond, Series 2021  
 PROPOSED TERM SHEET

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**Issuer** Corbett School District No. 39 (the “District”)

**Issuer Description** The District is a school district located in Multnomah County, Oregon, 30 miles east of Portland in the scenic Columbia River Gorge and adjacent to Interstate 84. The District currently encompasses roughly 134 square miles and serves approximately 1,100 students. The District is recognized as one of the highest performing districts in Oregon and enjoys high demand for enrollment from non-resident students who wish to attend the school in the District. Approximately 45% of the District’s enrollment is made up of non-resident students; given such strong out of district demand, the District has limited lottery slots.

Due to the termination in FY 2019-20 of Oregon’s statute allowing for ‘open’ enrollment, the District converted to a Charter District, beginning with the 2020-21 school year. This conversion is largely a name change as all aspects of governance, leadership, and operations will remain the same. The conversion allows the District to accept out of district students from other districts without needing a release from the student’s home district.

**Issue** General Obligation Bond, Series 2021 (the “Bond”)

**Amount** \$4,000,000 (preliminary and subject to change)

**Closing Date** April 15, 2021 (estimated)

**Purpose** Finance capital costs approved at the November 3, 2020 election, including, improvements to District facilities; furnishings and equipment; and refinancing the District’s outstanding Full Faith and Credit Financing Agreement, Series 2020 (the “Project”). The District has also been awarded a \$4,000,000 matching grant through the Oregon School Capital Improvement Matching (“OSCIM”) Program. The grant agreement will be executed after the District’s Bond is closed and the District will submit periodic disbursement requests to obtain funds to pay or reimburse Project costs.

**Authority** Measure 26-220 passed by the majority of the District’s voters at the November 3, 2020 election. Final election results are as follows:

	Number of Votes	Percentage of Total Votes
Yes	1,440	56.10%
No	1,127	43.90%

*Source: Multnomah County Elections Division, November 23, 2020.*

Resolution No. 12.85.20 adopted by the Board of Directors of the District on December 16, 2020.

Oregon Constitution and Oregon Revised Statutes Chapters 287A and 328.

Principal Payments	Annually on June 15 in years 2022 through and including 2031
Interest Payments	Semiannually on June 15 and December 15, beginning December 15, 2021
Interest Rate Basis	30/360 days
Structure	See attached amortization schedule
Redemption	The District desires the most flexible prepayment option possible, but will consider bids with no prepayment option if determined to be the most economically beneficial to the issuer.
Source of Security	<p>The Bond will be a general obligation of the District. The District will pledge its full faith and credit and taxing power to pay the Bond. The District will covenant to levy annually, as necessary, a direct ad valorem tax upon all of the taxable property within the District which is sufficient, after taking into consideration discounts taken and delinquencies that may occur in the payment of such taxes and other legally available amounts, to pay all Bond principal and interest when due. This tax shall be in addition to all other taxes of the District, and this tax shall not be limited in rate, amount or otherwise, by Sections 11 or 11b of Article XI of the Oregon Constitution. The obligation of the District to pay the Bond is not subject to appropriation.</p> <p>The Bond will not be secured by a lien on any revenues or other property of the District. The Bond does not constitute a debt or indebtedness of Multnomah County, the State of Oregon, or any political subdivision thereof other than the District.</p>
Oregon School Bond Guaranty	<p>The District has applied to participate in the Oregon School Bond Guaranty program (“OSBG”). Article XI-K of the Constitution of the State of Oregon allows the State to guarantee the general obligation bonded indebtedness of school districts, education service districts, and community college districts in order to secure lower interest costs on general obligation bond of such districts. Thus, payment of the principal of and interest on the Bond when due is additionally guaranteed by the full faith and credit of the State under the provisions of the Oregon School Bond Guaranty Act – Oregon Revised Statutes (ORS) 328.321 to 328.356. The Bond, OSBG and all related documents will be governed by Oregon law.</p> <p>Under the Act, if the district does not transfer sufficient funds for a debt service payment by the required time to its paying agent, and the State Treasurer receives the notice required by law, the State Treasurer is required to transfer the amount of the deficiency to the paying agent.</p>
Tax Status	Interest payments on the Bond will be exempt from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended, and exempt from State of Oregon personal income taxation. Interest payments will not be treated as a preference item in calculating the federal alternative minimum tax under the Code.
Bank Qualification	The Bond <b>will</b> be designated by the District as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code.

Rating

The District does **NOT** intend to apply for a rating on the Bond.

COVID-19 Impact

The COVID-19 pandemic and related restrictions on travel, social activities, gathering sizes and business operations have had negative effects on both the national and local economy. In Oregon, Governor Kate Brown has issued executive orders establishing requirements for all State residents and businesses to follow in attempting to minimize the spread of the virus. Effective December 3, 2020, all counties have been assigned a "Risk Level" that allows for different levels of activity based on the disease metrics within its boundaries as of November 30, 2020. In each subsequent two week period following December 3, 2020, the counties will have their disease metrics published weekly and have their Risk Level reevaluated based on the second week's disease metrics. Multnomah County is currently in the High Risk category.

When schools were first closed in March of 2020, the Governor ordered that all schools continue to receive the allocations from the State School Fund as if they had actually been in session during the closure period. In exchange for State funding, schools are required to, among other things, deliver supplemental education as practicable to students through independent study, continue to provide school meals, for which State transportation funds may be used to effectuate meal delivery, and continue to pay school employees. State revenues were projected to decline below levels included in the 2019-21 State budget, however, the Legislature largely preserved education funding at budgeted levels when it adjusted the budget in August.

The District is currently finalizing plans to resume in-person instruction on March 10, 2021 for those students that want to attend and will continue to offer a virtual option for others.

General Fund Summary<sup>(1)</sup>

Fiscal Year	Revenues	Expenditures	Other Sources/ (Uses)	Restatement	Ending Fund Balance	Ending Fund Bal. as % of Rev.
2021 <sup>(2)</sup>	\$ 12,920,152	\$ (15,414,312)	\$ (255,000)	\$ -	\$ 1,940,409	15.02%
2020 <sup>(3)</sup>	13,354,518	(13,682,355)	2,948,168	402,708	4,689,569	35.12%
2019	12,352,915	(12,367,040)	186,773	-	1,666,530	13.49%
2018	12,220,949	(11,994,232)	(56,639)	-	1,493,882	12.22%
2017	10,935,111	(11,463,393)	(35,000)	-	1,323,804	12.11%
2016	10,098,635	(11,381,963)	114,177	-	1,887,086	18.69%

- (1) Audited financial statements available: <https://secure.sos.state.or.us/muni/public.do>.
- (2) Estimate. Fiscal Year 2021 expenditures are increasing primarily due to planned spend down of the remaining 2020 full faith and credit loan proceeds, although payroll costs are also increasing.
- (3) Fiscal Year 2020 expenditures increased due to wage raises, roll-ups and PERS cost increases, as well as the addition of counseling staff. Other sources includes loan proceeds of \$3,211,694. Beginning fund balance was also restated to correct for understatements of assets held in trust and long-term liabilities.

Fiscal Year 2021 Budget

<https://corbett.k12.or.us/files/CSD39-2020-21-Adopted-Budget.pdf>

## ADMw & Enrollment History

Fiscal Year	Average Daily Membership(w) <sup>(1)</sup>	Annual Growth	Total Enrollment <sup>(2)</sup>	Annual Growth
2022 <sup>(3)</sup>	1,248.23	2.2%	1,103	2.2%
2021	1,221.79	-8.1%	1,079	-8.9%
2020	1,330.12	-3.4%	1,185	-2.1%
2019	1,377.10	0.0%	1,211	-0.5%
2018	1,377.30	-1.3%	1,217	-1.7%
2017	1,395.50	-0.3%	1,238	-0.1%
2016	1,399.49	---	1,239	---

- (1) Weighted Average Daily Membership is the enrollment figure, adjusted for part-time students and students with special needs, that is used to allocate revenues appropriated by the State to school districts.
- (2) Enrollment is the number of students attending classes. Enrollment has declined over the past few years, in part due to the elimination of open enrollment in Fiscal Year 2019-20 which had more of an impact on the District as ~45% of students are non-residents. Students are still eligible to transfer but their resident district must approve the transfer. This led the District to transition to a charter school as of July 1, 2020 which may help increase enrollment in the future.
- (3) Projected. In Fiscal Year 2021 the District lost 107 students as result of families choosing home school or virtual academies due to the pandemic. The results of a family survey recently completed suggest the District will get 40-50 of those back when classes return to in-person instruction in the fall.

## Historical Property Values for the District

Fiscal Year	M5 Real Market Value	% RMV Growth	Total Assessed Value	% Total AV Growth
2021	\$ 695,347,030	3.5%	\$ 437,160,300	5.4%
2020	671,799,939	1.3%	414,695,400	2.6%
2019	663,842,365	7.2%	404,189,950	-1.4%
2018	619,434,161	10.7%	410,066,010	2.9%
2017	559,479,036	8.2%	398,630,210	2.6%
2016	517,124,646	---	388,703,300	---

## Multnomah County Tax Collections<sup>(1)</sup>

Fiscal Year	Percent Collected as of Levy Year <sup>(2)</sup>	6/30/2020 <sup>(3)</sup>
2020	98.47%	98.47%
2019	98.49%	99.37%
2018	98.48%	99.65%
2017	98.07%	99.85%
2016	97.82%	99.97%
2015	97.65%	99.98%

- (1) Percentage of total tax levy collection in Multnomah County. Pre-payment discounts are considered to be collected when outstanding taxes are calculated.
- (2) The percentage of taxes collected in the "year of levy" represents taxes collected in a single levy year, beginning July 1 and ending June 30.
- (3) The percentage of taxes show in the column represents taxes collected cumulatively from July 1 of a given levy year through June 20, 2020.

Fiscal Year 2021 Major Taxpayers

**The District**

Taxpayer	Business/Service	Assessed Value <sup>(2)</sup>	% of Total	
			AV	Tax <sup>(1)</sup>
Union Pacific Railroad Co.	Railroad	\$ 20,811,000	4.76%	\$ 236,418
Portland General Electric Co.	Electric Utility	13,179,000	3.01%	164,652
Cascade Utilities Inc.	Utility/Site Development	3,084,560	0.71%	38,656
Emmert, Terry W	Private Individual	2,825,220	0.65%	38,158
TTX Company	Railcar Pooling	2,828,300	0.65%	30,605
Heuker Properties Inc.	Rental Properties	2,486,940	0.57%	27,453
Weyerhaeuser Company	Timberlands	2,230,140	0.51%	26,400
Tetelestai Ministries Inc.	Ministry & Event Center	1,950,170	0.45%	25,679
Frank Timber Resources Inc.	Timberlands	1,785,650	0.41%	20,525
River Cliff Farm Inc.	Ranch	1,510,900	0.35%	19,895
Subtotal - District's ten largest taxpayers		52,691,880	12.05%	
All other District's taxpayers		384,468,420	87.95%	
Total District		\$ 437,160,300	100.00%	

**Multnomah County**

Taxpayer	Business/Service	Assessed Value <sup>(2)</sup>	% of Total	
			AV	Tax <sup>(1)</sup>
Port of Portland <sup>(3)</sup>	Airport, Marine, Property Mgmt.	\$ 678,524,780	0.76%	\$ 14,136,398
Portland General Electric Co.	Electrical Utility	774,111,480	0.86%	12,608,364
Pacificorp (PP&L)	Electrical Utility	550,828,000	0.61%	8,992,764
Alaska Airlines Inc.	Airline	432,256,400	0.48%	6,818,756
Weston Investment Co LLC	Real Estate	290,995,450	0.32%	6,424,987
CenturyLink	Telecommunications	351,537,000	0.39%	5,713,215
Boeing Company	Manufacturing	343,713,400	0.38%	5,337,451
Comcast Corporation	Telecommunications	261,341,000	0.29%	4,317,605
Fred Meyer Stores Inc.	Retail	198,812,790	0.22%	4,044,018
111 SW 5th Ave Investors LLC	Commercial Office Space	172,979,100	0.19%	3,969,472
Subtotal - ten of County's largest taxpayers		4,055,099,400	4.51%	
All other County's taxpayers		85,760,040,710	95.49%	
Total County		\$ 89,815,140,110	100.00%	

(1) Tax amount is the total tax paid by the taxpayer within the boundaries of the District and Multnomah County. This amount is distributed to individual local governments by the County. A breakdown of amounts paid to each individual local government is not available.

(2) Assessed value does not exclude offsets such as urban renewal and farm tax credits.

(3) Established in 1891 by the Oregon Legislature, the Port of Portland owns three airports (Portland International, Hillsboro, and Troutdale) four marine terminals, and five business parks. The Port's industrial land portfolio includes five business parks and over 4,400 acres of land. Source: [www2.portofportland.com/Inside/Newsroom](http://www2.portofportland.com/Inside/Newsroom).

Documentation	Bond Counsel to the District has prepared a form of Bond Purchase Agreement attached hereto. Indicate your willingness to use the Bond Purchase Agreement and other legal documents prepared by the District Bond Counsel. If there are particular documents you need or wish to use, please provide samples of those documents.
Reporting Requirements	The District shall make available on the District’s website: <ul style="list-style-type: none"> <li>- Audited financials (within 270 days of the fiscal year end); and</li> <li>- Adopted budget (within 90 days of adoption or amendment).</li> </ul>
Acknowledgements	The Bond Purchase Agreement will specify that the Purchaser acknowledges that: (a) no official statement is being prepared; (b) it has undertaken an independent review of the credit and been provided with all information necessary; (c) it intends to hold the Bond until maturity and does not intend to resell; and (d) it will sign and deliver an Investor letter and require any subsequent holder to also deliver an Investor letter.
No Acceleration	The Bond will not be subject to acceleration.
Undesirable Covenants	The District will look unfavorably at provisions that may increase the amount it is required to pay above and beyond the agreed upon amortization schedule, other than in the event of a payment default, or that would otherwise adversely affect the District. <b>Those provisions must be identified in your response.</b> Examples of provisions that may increase the amount the District is required to pay or otherwise adversely affect the District include yield maintenance provisions, and provisions that provide for the governing law or venue to be outside Oregon. If substantive changes are requested subsequent to the District’s selection of a lender, the District reserves the option to select an alternative lender.
Placement Agent	Piper Sandler & Co., Minneapolis, MN and Portland, OR
Bond Counsel	Hawkins Delafield & Wood LLP, Portland, OR
<b>Deadline to Submit Bid</b>	<b>3:00 p.m. PT on March 29, 2021</b>
Bank Selection	Expected by the end of business on March 30, 2021; the District reserves the right to reject any and all bids, waive any irregularities and select the bid most favorable to the District.
Closing Wires	The District desires Purchaser to wire certain costs of issuance from proceeds at closing, including the fees for Bond Counsel, Placement Agent, and others. Please specify in your response any restrictions your bank has on the number of closing wires.
Closing Documents	In consideration of the COVID-19 situation and potential ongoing “stay at home” orders, the District requests closing be facilitated using electronically transmitted closing documents.

## **Bid Requirements**

1. **Interest Rates.** Bidders should provide an interest rate scale or fixed rate that matches the provided amortization schedule as appropriate to the option. **Please note that unless the closing date is changed, the District expects that the winning bidder will hold the interest rate quoted.** Please also provide an indication of the formulation the bidder would use to determine the interest rate should the closing date be modified. Note also that the District reserves the right to modify the amortization schedule in order to maintain a level levy rate structure.
2. **Fees.** Indicate the maximum amount of fees and charges that the bidder would impose, including origination fees, bank legal fees and etc. Please also indicate which legal counsel the Bank intends to use, if any. Evaluation of the bids will utilize the maximums provided here.
3. **Covenants.** Indicate any covenants you would require in the documents. See “Undesirable Covenants” above.
4. **Legal Documents.** Indicate your willingness to use the attached Bond Purchase Agreement and/or other legal documents prepared by the District's Special Counsel. If there are particular documents you need or wish to use, please provide sample(s) of those documents.

## **Attachments:**

- Form of Bond Purchase Agreement
- Authorizing Resolution

**Corbett School District No. 39**  
Multnomah County, Oregon  
General Obligation Bond, Series 2021  
PROPOSED TERM SHEET

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**Preliminary Amortization Schedule <sup>(1)</sup>:**

Maturity (June 15)	Amount
2022	\$ 290,000
2023	317,000
2024	354,000
2025	372,000
2026	392,000
2027	412,000
2028	433,000
2029	454,000
2030	476,000
2031	500,000
	\$ 4,000,000

(1) Preliminary; subject to change. Estimated Average Life of 6.13 years.

The amortization schedule may change based on the final interest rate obtained in order to achieve a level levy rate structure.

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The attached document is being sent to you as a prospective purchaser or lender in connection with a private placement or loan opportunity identified by Piper Sandler & Co. or its affiliate. Piper Sandler & Co. and its affiliates have not independently verified the information contained herein or otherwise made any further investigation of the loan, the credit of the borrower and any obligor, the collateral and the loan terms. Neither Piper Sandler & Co. nor any of its affiliates, partners, officers, agents, employees or representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of such information. All references to financial information of the borrower, any obligor or the collateral shall not be considered as applicable for any period after the date they are referenced, unless expressly stated otherwise.

In addition to the attached document, you as prospective purchaser will be provided with or granted access to all of the available financial and other information requested and deemed by you to be necessary to enable you to make an independent and informed judgment with respect to the collateral, the borrower and any obligor and their credit and the desirability of purchasing an interest in the prospective financing. You as prospective purchaser agree to make a complete examination of all loan documents and approve of the form and content of the same prior to your funding and you agree that Piper Sandler & Co. and its affiliates shall have no responsibility to perform and have not independently performed an examination of or approved the loan documents or any specific loan terms and shall not have any duty to inspect the collateral or the books and records of borrower or any obligor.

By accepting this package and considering becoming a prospective purchaser, you hereby represent that you have the sophistication and knowledge required to evaluate the loan, the credit of the borrower and any obligor, the collateral and the loan terms and that you will make your own independent credit analysis and decision to purchase your interest in the loan based upon your own independent examination and evaluation of the loan transaction and the information you have deemed appropriate, without reliance on Piper Sandler & Co. or its affiliates, its directors, officers, employees, attorneys or agents.

You acknowledge and understand that Piper Sandler is required to obtain a CUSIP for the instrument described herein and apply for DTC eligibility unless you are a: (i) bank, any entity directly or indirectly controlled by a bank, or under common control with a bank (other than a dealer registered under the Exchange Act), or a consortium of such entities; (ii) a municipal entity purchasing municipal securities using funds that are at least in part proceeds of the Purchaser's issuance of other municipal obligations, or municipal securities being purchased are used to fully or partially secure or pay the Purchaser's issue of municipal obligations; and (iii) you make the following representation a part of an investor letter to be executed in substantially the form attached to this term sheet: "the Purchaser is purchasing the Bond solely for its own account for investment purposes only, with a present intent to hold the securities until maturity, early redemption or mandatory tender, and not with a view to, or in connection with, any distribution, resale, pledging, fractionalization, subdivision or other disposition thereof (subject to the understanding that disposition of Purchaser's property will remain at all times within its control).

This document may contain statements which should be considered "forward-looking statements," meaning they refer to possible future events or conditions. Such statements may be identifiable by the words such as "may," "will," "should," "plans," "expects," "anticipates," "estimates," "believes," "budget," or similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties, and other factors which may cause actual results, performance, or achievements described to be materially different from any future results, performance, or achievements expressed or implied by such forward-looking statements. We therefore caution against placing substantial reliance on such forward-looking statements. All forward-looking statements included within any document are made only as of the date such document is labeled current. The District does not expect or intend to issue any updates or revisions to those forward-looking statements.

Piper Sandler & Co., its affiliates, directors, officers, employees, attorneys or agents make no representations or warranties, express or implied as to the business wisdom or propriety of purchasing an interest in the loan, compliance with any lending or regulatory requirements, the credit worthiness of the borrowers or any obligor and the value and security of the collateral or with respect to the solvency, condition (financial or other) or future condition (financial or other) of borrower, any obligor, or the collateral securing any loan or for the due execution, legality, validity, enforceability, genuineness, sufficiency or collectability of the collateral or any loan document relative thereto. Piper Sandler & Co. and its affiliates shall not be responsible for the performance or observance of any of the terms, covenants or conditions of the loan documents.

## FORM OF BOND PURCHASE AGREEMENT

# **BOND PURCHASE AGREEMENT**

by and between

**[Name of Lender]**  
as Bank

and

**Corbett School District No. 39**  
**Multnomah County, Oregon**  
as Issuer

**General Obligation Bond, Series 2021**

Dated as of [Closing Date]

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## **BOND PURCHASE AGREEMENT**

This Bond Purchase Agreement (the “Bond Purchase Agreement”) is dated as of [Closing Date], and is entered into by and between [Name of Lender], as purchaser (the “Bank”), and the Corbett School District No. 39, Multnomah County, Oregon, as the issuer (the “District”). The parties hereby agree as follows:

### **1. Recitals, Definitions and Rules of Construction.**

#### **1.1 Recitals.**

(A) The District recites that the District is authorized to issue general obligation bonds to finance capital costs and executes this Bond Purchase Agreement to sell \$[4,000,000] of General Obligation Bonds.

(B) The Bank recites that the Bank desires to purchase the District’s \$[4,000,000] General Obligation Bond, Series 2021, in accordance with this Bond Purchase Agreement.

#### **1.2 Definitions.**

Unless the context clearly requires otherwise, capitalized terms used in this Bond Purchase Agreement that are defined in this Section 1.2 shall have the following meanings:

“Authorized Representative” means the Chair, Interim Superintendent, Deputy Clerk, Business Manager or the person designated by any of those officials to act on behalf of the District under the Resolution.

“Bank” means [Name of Lender], or its successors or assigns.

“Bond” means the \$[4,000,000] General Obligation Bond, Series 2021 described in this Bond Purchase Agreement.

“Bond Payments” means the payments described in Section 3.2 of this Bond Purchase Agreement.

“Bond Purchase Agreement” means this Bond Purchase Agreement, including any amendments to this Bond Purchase Agreement.

“Business Day” means any day on which the Bank is open for business in Oregon other than a Saturday or a Sunday.

“Closing Date” means [Closing Date].

“Code” means the Internal Revenue Code of 1986, as amended, including the regulations, rulings and judicial decisions interpreting that code.

“District” means Corbett School District No. 39, located in Multnomah County, Oregon.

“Event of Default” means an “Event of Default” defined in the Resolution.

“Fiscal Year” means the period beginning July 1 of each year and ending on the next succeeding June 30, or as otherwise defined by Oregon Law.

“Government Obligations” means direct obligations of the United States, or obligations the principal of and interest on which are fully and unconditionally guaranteed by the United States.

“Paying Agent and Registrar Agreement” means the Paying Agent and Registrar Agreement dated [Closing Date].

“Resolution” means the District’s Resolution No. 12.85-20 adopted December 16, 2020, authorizing the sale of the Bond and the execution of this Bond Purchase Agreement.

## **2. Representations and Covenants.**

### **2.1 Representations of the District.**

The District represents and covenants for the benefit of the Bank as follows:

(A) The District is duly created and existing under the laws of the State of Oregon, has all necessary power and authority to enter into this Bond Purchase Agreement and the Bond and perform its duties under the Bond and this Bond Purchase Agreement, and that the Bond and this Bond Purchase Agreement will, when executed by an Authorized Representative, constitute legal, valid and binding obligations of the District that are enforceable in accordance with their terms.

(B) The District is authorized pursuant to the Oregon Constitution, Oregon Revised Statutes Chapters 287A and 328, and the Resolution to issue the Bond and enter into this Bond Purchase Agreement and to perform all of its obligations under the Bond and this Bond Purchase Agreement.

(C) The adoption of the Resolution and the execution and delivery of this Bond Purchase Agreement and the Bond will not conflict in any material respect with, or constitute a material breach of or default under, any law, charter provision, court decree, administrative regulation, resolution, ordinance or other agreement to which the District is a party or by which it is bound.

(D) There is no action, suit, proceeding or investigation at law or in equity before or by any court or government, city or body pending or, to the best knowledge of the District, threatened against the District to restrain or enjoin the execution and delivery of this Bond Purchase Agreement or the Bond or the adoption of the Resolution, or the collection and application of the funds as contemplated by the Resolution, the Bond and this Bond Purchase Agreement, that, in the reasonable judgment of the District, would have a material and adverse effect on the ability of the District to pay the amounts due under the Bond or this Bond Purchase Agreement.

## **2.2 Tax Covenant; Designation.**

The District covenants for the benefit of the owner of the Bond to comply with all provisions of the Code that are required for Bond interest to be excluded from gross income for federal income tax purposes. The District also covenants for the benefit of the owner of the Bond that it will comply with all of the covenants and agreements that the District makes in the “Tax Certificate” prepared in connection with the closing of the Bond.

## **2.3 Representations and Warranties of the Bank.**

The Bank represents, covenants and warrants for the benefit of the District that the Bank is authorized to enter into this Bond Purchase Agreement and purchase the Bond.

# **3. Terms of Borrowing.**

## **3.1 The Bond Purchase.**

(A) The Bank agrees to purchase the Bond on the Closing Date from the District for a price equal to the principal amount of the Bond, subject to the terms and conditions contained in this Bond Purchase Agreement.

(B) The District agrees to sell the Bond to the Bank on the terms and conditions contained in this Bond Purchase Agreement. The obligations of the District under this Bond Purchase Agreement shall commence on the Closing Date.

## **3.2 Bond Terms.**

(A) The Bond shall be in the principal amount of \$[4,000,000], and shall bear interest at the fixed rate of [\_\_\_ and \_\_\_\_\_ hundredths percent (\_\_. \_\_%)] per annum, calculated on a [30/360]-day basis.

(B) The District shall pay all accrued interest on the Bond semiannually on each [\_\_\_] and [\_\_\_], commencing on [\_\_\_], 2021, in accordance with the Paying Agent and Registrar Agreement.

(C) The District will repay the principal amount of the Bond by making payments in accordance with the Paying Agent and Registrar Agreement and the following table:

[TO COME]

(D) All principal of the Bond, plus accrued interest, shall be paid no later than [Maturity Date].

(E) Any payment by the District to the Bank shall be applied first to pay accrued interest, and second to pay Bond principal.

### **3.3 Prepayment.**

[TO COME]

### **3.4 Security.**

The Bond is a general obligation of the District. Pursuant to ORS 287A.315, the District hereby pledges its full faith and credit and taxing power to pay the Bond. The District hereby covenants for the benefit of the Bank to levy annually, as necessary, a direct ad valorem tax upon all of the taxable property within the District which is sufficient, after taking into consideration discounts taken and delinquencies that may occur in the payment of such taxes and other legally available amounts, to pay all Bond principal and interest when due. This tax shall be in addition to all other taxes of the District, and this tax shall not be limited in rate, amount or otherwise, by Sections 11 or 11b of Article XI of the Oregon Constitution.

### **3.5 Estoppel.**

The District hereby certifies, recites and declares that all things, conditions and acts required by the Constitution and Statutes of the State of Oregon and by this Bond Purchase Agreement to exist, to have happened and to have been performed precedent to and in the execution and the delivery of this Bond Purchase Agreement by the District, do exist, have happened and have been performed in due time, form and manner, as required by law, and that this Bond Purchase Agreement and the Bond are valid and binding obligations of the District that are enforceable against the District in accordance with their terms, except to the extent that enforceability may be limited by or rendered ineffective by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally; (ii) the application of equitable principles and the exercise of judicial discretion in appropriate cases; (iii) common law and statutes affecting the enforceability of contractual obligations generally; and (iv) principles of public policy concerning, affecting or limiting the enforcement of rights or remedies against governmental entities such as the District.

## **4. Fees, Costs and Expenses.**

### **4.1 Bank Fee.**

[The District shall pay costs of the Bank's legal counsel in the amount of up to \$ \_\_,000. The Bank will charge \$ \_\_\_\_\_ or not charge the District any other fees related to this Bond Purchase Agreement.]

### **4.2 Costs of Enforcement.**

If legal action is taken by either party to this Bond Purchase Agreement to enforce the provisions of this Bond Purchase Agreement or the Bond, the prevailing party shall be entitled to its reasonable attorneys' fees and costs, including fees and costs at trial, on appeal, in any bankruptcy or insolvency proceeding, in any arbitration proceeding, or otherwise, including any allocated costs of in-house counsel.

### **4.3 Other Fees and Costs.**

The District shall pay the fees and costs of its legal counsel, and any other expenses and costs that the District incurs in connection with this Bond Purchase Agreement or the Bond. The Bank shall pay all out-of-pocket expenses of the Bank and Bank's counsel, including travel and other expenses.

## **5. Title and Security Interests.**

The District shall be entitled to unencumbered, fee simple title to the projects being financed with this Bond Purchase Agreement and the Bank shall have no lien on, or security interest in, the projects being financed with this Bond Purchase Agreement.

## **6. Financial Statements; Notice of Adverse Developments; Budgets.**

### **6.1 Financial Statements.**

The District covenants for the benefit of the Bank that while this Bond Purchase Agreement is in effect and until full payment of the outstanding Bond Payments and all accrued and unpaid interest and fees:

(A) The District shall make its audited annual financial statements available on the District's website or the Electronic Municipal Market Access system ("EMMA") within 270 days after the end of each Fiscal Year. If not otherwise available publicly on the District's website or EMMA, the District shall provide the Bank its audited annual financial statements within 270 days after the end of each Fiscal Year. However, if the District's audited annual financial statements are not available within 270 days after the end of a Fiscal Year, the District shall file its unaudited annual financial statements for that Fiscal Year with the Bank not later than 270 days after the end of that Fiscal Year, and shall make the audited annual financial statements for that Fiscal Year available on the District's website or EMMA promptly after the audited annual financial statements become available.

(B) The District shall make each of its annual budgets, and all amendments thereto, available on the District's website or EMMA within 90 days after such budget is adopted or amended. So long as not otherwise available publicly on the District's website or EMMA, the District shall provide the Bank with such annual budget or amendment for the succeeding Fiscal Year within 90 days after such budget is adopted or amended.

(C) The District shall provide the Bank with such additional information as the Bank may reasonably request to the extent permitted by law.

### **6.2 Notice of Adverse Developments.**

While any Bond Payments remain unpaid, the District shall notify the Bank promptly of any litigation or proceeding in which the District is a party or the existence of a dispute between the District and any governmental authority or law enforcement authority that, in the reasonable

judgment of the District, would have a material and adverse effect on the ability of the District to pay the amounts due under this Bond Purchase Agreement.

## **7. Conditions to the Obligations of the Bank.**

The Bank may refuse to purchase the Bond under this Bond Purchase Agreement unless, on or prior to the Closing Date, the Bank shall have received:

- (A) a signed copy of the duly authorized Resolution;
- (B) a signed original of this Bond Purchase Agreement;
- (C) a signed original of the Paying Agent and Registrar Agreement;
- (D) a signed original of the Bond;
- (E) the Certificate of Qualification confirming qualification of the Bond in the Oregon School Bond Guaranty Program, and a Letter of Confirmation from the Oregon State Treasury/Oregon School Bond Guaranty Program confirming the Certificate of Qualification as of the Closing Date;
- (F) an opinion of Hawkins Delafield & Wood LLP, the District's bond counsel, and a reliance letter to the Bank, to the effect that: (i) the Bond and this Bond Purchase Agreement are valid and legally binding obligations of the District, enforceable against the District in accordance with their terms, qualified only to the extent that enforceability of the Bond or the Bond Purchase Agreement may be limited by or rendered ineffective by (a) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting creditors' rights generally; (b) the application of equitable principles and the exercise of judicial discretion in appropriate cases; (c) common law and statutes affecting the enforceability of contractual obligations generally; and (d) principles of public policy concerning, affecting or limiting the enforcement of rights or remedies against governmental entities such as the District; and (ii) the interest payable on the Bond is excludable from gross income for federal income tax purposes under the Code and is exempt from Oregon personal income tax under existing state law;
- (G) the certificate of an Authorized Representative to the effect that:
  - (i) there is no action, suit, proceeding or investigation at law or in equity before or by any court or government, city or body pending or, to the best knowledge of the District, threatened against the District to restrain or enjoin the adoption of the Resolution or the execution and delivery of this Bond Purchase Agreement or the Bond, or the collection and application of funds as contemplated by this Bond Purchase Agreement or the Bond, that, in the reasonable judgment of the District, would have a material and adverse effect on the ability of the District to pay the amounts due under the Bond or this Bond Purchase Agreement, and,
  - (ii) the adoption of the Resolution and the execution and delivery of this Bond Purchase Agreement and the Bond do not and will not conflict in any material

respect with or constitute on the part of the District a breach of or default under any law, charter provision, court decree, administrative regulation, resolution, ordinance or other agreement or instrument to which the District is a party or by which it is bound; and,

(H) such additional legal opinions, certificates, proceedings, instruments or other documents as the Bank or the District's bond counsel may reasonably request to evidence compliance by the District with the legal requirements for execution and delivery of the Bond and this Bond Purchase Agreement and the due performance or satisfaction by the District of all agreements then to be performed and all conditions then to be satisfied by the District.

## **8. Events of Default and Remedies.**

**8.1** If an Event of Default occurs, the Bank may exercise any remedy available in the Resolution. This Bond Purchase Agreement, the Bond, and the Bond Payments shall not be subject to acceleration.

**8.2** If, by reason of force majeure, the District is unable in whole or in part to carry out its agreement herein contained, other than the obligation of the District to pay the Bond Payments when due, the District shall not be deemed in default during the continuance of such inability, unless such inability continues for a period of more than 90 days. The term "force majeure" as used herein shall mean, without limitation, any of the following, to the extent it materially impairs the District to perform its obligations under the Bond or this Bond Purchase Agreement: acts of God; strikes, lockouts or other industrial disturbances; acts of the public enemy; orders or restraints of any kind of the government of the United States of America or of the District or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of the District.

## **9. Defeasance.**

The District may defease the Bond pursuant to the provisions for defeasance in the Resolution. The District will not defease the Bond unless and until the District provides the Bank with an opinion of nationally recognized bond counsel that the defeasance does not, in and of itself, cause interest on the Bonds to be includable in gross income for federal interest tax purposes.

## **10. Disclosure; Assignment.**

**10.1** No official statement or other disclosure document has been prepared in connection with the Bond and the District has no obligation in connection with the Bond to provide any disclosure regarding operating information or material events to the Municipal Securities Rulemaking Board or any dissemination agent. The District is obligated to provide information to the Bank in connection with the Bond only as specifically stated in this Bond Purchase Agreement.

**10.2** The Bank may not transfer the Bond unless the Bank provides prior written notice to the District and such transfer is contingent on the delivery to the District and the Paying Agent of a qualified lender letter in substantially the form attached hereto as Exhibit A and which letter will also be delivered by the Bank on the Closing Date.

**10.3** The District may not assign its rights and obligations under this Bond Purchase Agreement without the prior written consent of the Bank.

**10.4** This Bond Purchase Agreement and the Bond shall constitute a contract between the District and the Bank. The Bank's extension of credit hereunder is expressly made in reliance on such contract.

**10.5** The Bank is making a loan by purchasing the Bond under the following additional conditions: (i) the Bond is not being registered under the Securities Act of 1933 and is not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state; (ii) the Bank will hold the Bond as one single debt instrument; (iii) no CUSIP numbers will be obtained for the Bond; (iv) no official statement has been or will be prepared in connection with the private placement of the Bond; (v) the Bond will not close through The Depository Trust Company or any similar repository and will not be in book-entry form; and (vi) the Bond is not listed on any stock or other securities exchange.

**10.6** The Bank acknowledges that, in connection with the District's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by the District pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), the District may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Bond Purchase Agreement and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Bond Purchase Agreement, in each case including a description of the material terms thereof (each such notice, an "EMMA Notice"). The District shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding the Bank: physical

or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. The District acknowledges and agrees that the Bank is not responsible in connection with any EMMA Notice relating to this Bond Purchase Agreement for District's compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule or any Continuing Disclosure Agreement.

## **11. Dispute Resolution.**

To the extent permitted by applicable law, each of the parties waives any right to have a jury participate in resolving any dispute, whether sounding in contract, tort, or otherwise between the parties arising out of, connected with, related to, or incidental to the relationship between any of them in connection with the Bond or this Bond Purchase Agreement or the transactions contemplated hereby. Instead, any such dispute resolved in court will be resolved in a bench trial without a jury.

## **12. Miscellaneous.**

### **12.1 Notices.**

All notices and other communications required by the Bond or this Bond Purchase Agreement shall be considered properly given if they are delivered or mailed by registered mail or certified form (return receipt requested), postage prepaid, to the following addresses, or to such other addresses as may be specified in a notice given in accordance with this Section:

To the Bank at:

[Name of Lender]  
[Address]  
[City, State, Zip]  
Attn: \_\_\_\_\_

To the District at:

Corbett School District No. 39  
35800 E. Historic Columbia River Highway  
Corbett, Oregon 97019  
Attn: [Business Manager]

To the Paying Agent at:

[Name of Bank]  
[Address]  
[City, State, Zip]  
Attn: \_\_\_\_\_

## **12.2 Binding Effect.**

This Bond Purchase Agreement shall inure to the benefit of and shall be binding upon the Bank and the District and their respective successors and assigns. All representations, warranties, and agreements contained in this Bond Purchase Agreement shall survive the execution, delivery and payment of the Bond.

## **12.3 Severability.**

In the event any provisions of this Bond Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

## **12.4 Amendments.**

This Bond Purchase Agreement may be amended only by a writing signed by both parties.

## **12.5 Applicable Law.**

The Bond and this Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any action regarding the Bond and this Bond Purchase Agreement or the transactions contemplated hereby shall be brought in an appropriate court of the State of Oregon in Multnomah County, Oregon or any court in the State or Oregon where jurisdiction and venue are proper.

## **12.6 Rules of Construction.**

References to section numbers in documents that do not specify the document in which the section is located shall be construed as references to section numbers in this Bond Purchase Agreement.

## **12.7 Headings.**

The headings, titles and table of contents in this Bond Purchase Agreement are provided for convenience and shall not affect the meaning, construction or effect of this Bond Purchase Agreement. All references herein to "Sections," and other subdivisions that do not specify the document in which the subdivision is located shall be construed as references to this Bond Purchase Agreement, unless the context otherwise requires.

## **12.8 Execution in Counterparts.**

This Bond Purchase Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the Bank has executed this Bond Purchase Agreement in its corporate name by its duly authorized officer and the District has caused this Bond Purchase Agreement to be executed in its name by an Authorized Representative, all as of the date first above written.

*[The remainder of this page is left blank intentionally.]*

**Under Oregon law, most agreements, promises and commitments made by the Bank, concerning loans and other credit extensions which are not for personal, family or household purposes or secured solely by the borrower's residence must be in writing, express consideration and be signed by the Bank to be enforceable.**

[Name of Lender]

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Authorized Representative

**Corbett School District No. 39,  
Multnomah County, Oregon**

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Authorized Representative

**EXHIBIT A**

**FORM OF LENDER LETTER**

**[\$4,000,000]  
Corbett School District No. 39  
Multnomah County, Oregon  
General Obligation Bond, Series 2021  
Dated \_\_, 2021**

The undersigned, a duly authorized officer of [Name of Bank] (the “Bank”), hereby certifies as follows with respect to the Bank’s purchase of the above-captioned General Obligation Bond, Series 2021 (the “Bond”) dated as of [Closing Date], and the related Bond Purchase Agreement dated as of [BPA Date] between Corbett School District No. 39, Multnomah County, Oregon (the “District”) and the [Initial Purchaser] (the Bond Purchase Agreement”):

1. The Bank is an organization that falls within one of the following categories:
  - (a) a bank as defined in Section 3(a)(2) of the Securities Act of 1933 as amended (the “Securities Act”);
  - (b) a savings and loan association or other institution described in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; or
  - (c) a “Qualified Institutional Buyer” as that term is defined in Rule 144A under the Securities Act.
2. The Bank has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal obligations, to be able to evaluate the risks and merits of the investment represented by the Bond and the Bond Purchase Agreement.
3. The Bank has made its own independent and satisfactory inquiries related to the financial condition of the District, including inquiry into financial statements and other information relating to the financial condition of the District, the Bond, and the Bond Purchase Agreement, to which a reasonable investor would attach significance in making investment decisions, and of any other matters deemed to be relevant to a reasonably informed decision to purchase the Bond.
4. The Bank has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the District, the Bond, the Bond Purchase Agreement, the projects refinanced with the Bond, and the use of the proceeds of the Bond, all so that as a reasonable investor the Bank has been able to make a reasonably informed decision to purchase the Bond.
5. The Bank confirms that its investment in the Bond constitutes an investment that is suitable for and consistent with its investment program and that the Bank is able to bear the economic risk of an investment in the Bond, including a complete loss of such investment.

6. The Bank is purchasing the Bond as an investment only and for its own account (and not as an “underwriter” or “Participating Underwriter” as defined in Securities and Exchange Commission Rule 15c2-12, as amended, replaced or supplemented) and does not presently intend to transfer, otherwise distribute or sell the Bond or any portion thereof to the general public or to any other party.

7. The Bank acknowledges that its right to assign, sell and transfer the Bond is limited as provided in the Bond Purchase Agreement.

8. The Bank acknowledges that the Bond (a) has not been registered under the Securities Act of 1933, as amended, and has not been registered or otherwise qualified for sale under the securities laws of any state, (b) will not be listed on any securities exchange, (c) will carry no rating from any rating service, and (d) there is no established market for the Bond and none is likely to develop. The Bank understands and acknowledges that (i) the Bond is not intended to be subject to the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended and (ii) in connection with the Bank’s purchase of the Bond, the District has not prepared or caused to be prepared, any official statement, private placement memorandum or other offering document in connection with the Bond.

9. The Bank is purchasing the Bond solely for its own account for investment purposes only, with a present intent to hold the Bond until maturity, early redemption or mandatory tender, and not with a view to, or in connection with, any distribution, resale, pledging, fractionalization, subdivision or other disposition thereof (subject to the understanding that disposition of Bank’s property will remain at all times within its control).

10. The Bank has been furnished with and has examined the Bond, District Resolution No. 12.85-20 adopted December 16, 2020 authorizing the Bond, and other documents, certificates and legal opinions delivered in connection with the issuance of the Bond.

11. The Bank agrees that it will comply with any applicable state and federal securities laws in effect with respect to the initial purchase of the Bond and in effect with respect to any disposition of the Bond by it, and further acknowledges that any current exemption from registration of the Bond does not affect or diminish such requirements.

12. The Bond is guaranteed under the Oregon School Bond Guaranty Act (ORS 328.321 to 328.356) (the “Act”). Under the Act, if the District does not transfer sufficient funds for a debt service payment by the required time to its paying agent, and the State Treasurer receives the notice required by law, the State Treasurer is required to transfer the amount of the deficiency to the paying agent.

13. The Bank understands that the District and Hawkins Delafield & Wood LLP, Bond Counsel, will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

Dated as of the \_\_\_\_ day of \_\_\_\_, 2021.

**[Name of Lender]**

By: \_\_\_\_\_  
Authorized Officer

*[Qualified Lender Letter]*

## AUTHORIZING RESOLUTION

RESOLUTION NO. 12.85-20

**A RESOLUTION OF CORBETT SCHOOL DISTRICT NO. 39, MULTNOMAH COUNTY, OREGON AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION BONDS; DESIGNATING AN AUTHORIZED REPRESENTATIVE; DELEGATING THE NEGOTIATION AND APPROVAL OF FINANCIAL DOCUMENTS AND RELATED MATTERS.**

THE BOARD OF DIRECTORS (THE "BOARD") OF CORBETT SCHOOL DISTRICT NO. 39, MULTNOMAH COUNTY, OREGON (THE "DISTRICT") HEREBY RESOLVES:

**SECTION 1. FINDINGS**

The Board finds:

**SECTION 1** The District is authorized pursuant to the Oregon Constitution and Oregon Revised Statutes Chapters 287A and 328 to issue general obligation bonds to finance capital costs; and

**SECTION 2** On August 12, 2020, the District adopted a resolution authorizing submission to the voters of the District at a measure election on November 3, 2020, the question of contracting a general obligation bonded indebtedness in an amount not to exceed \$4,000,000 to finance capital costs as set forth in the notice of bond election and pay bond issuance costs; and

**SECTION 3** The election was duly and legally held on November 3, 2020 and the elections officer of the county in which the District office is located delivered the abstract of votes indicating that the issuance of the general obligation bonds was approved no later than twenty (20) days after the date of the election; and

**SECTION 4** The Board hereby determines the results of the election as required by ORS 255.295 no later than forty-five (45) days after the date of the election; and

**SECTION 5** The District adopts this resolution to provide the terms under which the general obligation bonds will be sold and issued.

**SECTION 2. BONDS AUTHORIZED**

The District hereby authorizes the issuance of general obligation bonds in an aggregate principal amount not to exceed \$4,000,000 (the "Bonds") to finance the projects set forth in the ballot title for the Bonds.

The Bonds may be issued in one or more series and shall mature over a period not exceeding eleven (11) years from their date of issue. The remaining terms of the Bonds shall be established as provided in Section 10 hereof.

**SECTION 3. DESIGNATION OF AUTHORIZED REPRESENTATIVES**

The Board designates the Chair, Interim Superintendent, Deputy Clerk, Business Manager (each an "Authorized Representative") or a designee of an Authorized Representative to act on behalf of the District as specified in Section 10 hereof.

#### **SECTION 4. SECURITY**

Pursuant to ORS 287A.315, the District hereby pledges its full faith and credit and taxing power to pay the Bonds. The District hereby covenants for the benefit of the Owners to levy annually, as necessary, a direct ad valorem tax upon all of the taxable property within the District which is sufficient, after taking into consideration discounts taken and delinquencies that may occur in the payment of such taxes and other legally available amounts, to pay all Bond principal and interest when due. This tax shall be in addition to all other taxes of the District, and this tax shall not be limited in rate, amount or otherwise, by Sections 11 or 11b of Article XI of the Oregon Constitution.

#### **SECTION 5. FORM OF BONDS**

The Bonds shall be issued in substantially the form as approved by the Authorized Representative. The Bonds may be printed or typewritten, and may be issued as one or more temporary Bonds which shall be exchangeable for definitive Bonds when definitive Bonds are available.

#### **SECTION 6. EXECUTION OF BONDS**

The Bonds shall be executed on behalf of the District with the manual or facsimile signature of an Authorized Representative of the District.

#### **SECTION 7. REDEMPTION**

The Bonds may be subject to optional redemption or mandatory redemption prior to maturity as determined under Section 10 hereof.

#### **SECTION 8. TAX-EXEMPT STATUS**

If any portion of the Bonds are issued as Tax-Exempt Bonds, the District covenants to use the portion of those proceeds of the Bonds, and the facilities financed with the Bonds, and to otherwise comply with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), so that interest paid on the Bonds will not be includable in gross income of the Bondowners for federal income tax purposes. The District specifically covenants:

- a. to comply with the "arbitrage" provisions of Section 148 of the Code, and to pay any rebates to the United States on the gross proceeds of the Bonds; and
- a. to operate the facilities financed with the proceeds of the Bonds so that the Bonds are not "private activity bonds" under Section 141 of the Code; and
- b. comply with all reporting requirements.

The Authorized Representative may enter into covenants on behalf of the District to protect the tax-exempt status of the Bonds.

#### **SECTION 9. DESIGNATION AS A "QUALIFIED TAX-EXEMPT OBLIGATION"**

The Authorized Representative, upon the advice of Bond Counsel, may designate any series of the Bonds as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3)(B) of the Code.

#### **SECTION 10. DELEGATION FOR ESTABLISHMENT OF TERMS AND SALE OF THE BONDS**

The Authorized Representative is hereby authorized, on behalf of the District without further action of the Board (and such actions of the Authorized Representative, if taken prior to the adoption of this resolution, are hereby affirmed and authorized), to:

a. establish the principal and interest payment dates, principal amounts, interest rates, denominations, redemption provisions and all other terms of the Bonds;

b. negotiate the terms of and execute a bond purchase agreement with the underwriter or purchaser of the Bonds, if necessary;

c. determine if the Bonds shall be placed with a bank or other financial institution or publicly offered;

**SECTION 6** enter into covenants regarding the use of the proceeds of the Bonds and the projects financed with the proceeds of the Bonds;

**SECTION 7** appoint a registrar and paying agent for the Bonds, if necessary;

**SECTION 8** take such actions as are necessary to qualify the Bonds for the book-entry only system of The Depository Trust Company if required;

**SECTION 9** approve of and authorize the distribution of the preliminary and final official statements for the Bonds, if required;

**SECTION 10** obtain one or more ratings on the Bonds if determined by the Authorized Representative to be in the best interest of the District, and expend Bond proceeds to pay the costs of obtaining such rating;

**SECTION 11** apply to participate in the Oregon School Bond Guaranty Program, if available and deemed appropriate, execute any documents in connection with such program and expend Bond proceeds to pay any guaranty premium;

**SECTION 12** apply, if available and deemed appropriate, and expend Bond proceeds to pay any insurance premium;

**SECTION 13** approve, execute and deliver a Continuing Disclosure Certificate pursuant to SEC Rule 15c2-12, as amended (17 CFR Part 240, § 240.15c2-12), if required;

**SECTION 14** approve, execute and deliver the Bond closing documents and certificates;

**SECTION 15** determine if the Bonds shall be issued as federally tax-exempt or taxable obligations;

**SECTION 16** make any clarifying changes or additional covenants not inconsistent with this Resolution; and

**SECTION 17** execute and deliver a certificate specifying the action taken by the Authorized Representative pursuant to this Section 10 and any other certificates, documents or agreements that the Authorized Representative determines are desirable to issue, sell and deliver the Bonds in accordance with this Resolution.

## **SECTION 11. DEFAULT AND REMEDIES.**

The occurrence of one or more of the following shall constitute an Event of Default under this Resolution and the Bonds:

a. Failure by the District to pay Bond principal, interest or premium when due (whether at maturity, or upon redemption after a Bond has been properly called for redemption);

**SECTION 18** Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed for the benefit of Owners of Bonds, for a period of sixty (60) days after written notice to the District by the Owners of fifty-one (51%) percent or more of the principal amount of Bonds then Outstanding specifying such failure and requesting that it be remedied; provided however, that if the failure stated in the notice cannot be corrected within such sixty (60) day period, it shall not constitute an Event of Default so long as corrective action is instituted by the District within the sixty (60) day period and diligently pursued, and the default is corrected as promptly as practicable after the written notice referred to in this paragraph; or,

**SECTION 19** The District is adjudged insolvent by a court of competent jurisdiction, admits in writing its inability to pay its debts generally as they become due, files a petition in bankruptcy, or consents to the appointment of a receiver for the payments.

The Owners of fifty-one (51%) percent or more of the principal amount of Bonds then Outstanding may waive any Event of Default and its consequences, except an Event of Default as described in (a) of this Section.

Upon the occurrence and continuance of any Event of Default hereunder the Owners of fifty-one (51%) percent or more of the principal amount of Bonds then Outstanding may take whatever action may appear necessary or desirable to enforce or to protect any of the rights of the Owners of Bonds, either at law or in equity or in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement contained in this Resolution or the Bonds or in aid of the exercise of any power granted in this Resolution or in the Bonds or for the enforcement of any other legal or equitable right vested in the Owners of Bonds by the Resolution or the Bonds or by law. However, the Bonds shall not be subject to acceleration.

No remedy in this Resolution conferred upon or reserved to Owners of Bonds is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Resolution or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. To entitle the Owners of Bonds to exercise any remedy reserved to them, it shall not be necessary to give any notice other than such notice as may be required by this Resolution or by law.

## **SECTION 12. DEFEASANCE**

The District may defease the Bonds by setting aside, with a duly appointed escrow agent, in a special escrow account irrevocably pledged to the payment of the Bonds to be defeased, cash or direct obligations of the United States in an amount which, in the opinion of an independent certified public accountant, is sufficient without reinvestment to pay all principal and interest on the defeased Bonds until their maturity date or any earlier redemption date. Bonds which have been defeased pursuant to this Section shall be deemed paid and no longer outstanding, and shall cease to be entitled to any lien, benefit or security under this Resolution except the right to receive payment from such special escrow account.

### **SECTION 13. ESTABLISHMENT OF FUNDS AND ACCOUNTS**

The following funds and accounts shall be created into which the proceeds of the Bonds shall be deposited, which funds and accounts shall be continually maintained, except as otherwise provided, so long as the Bonds remain unpaid.

a. Debt Service Account. The District shall maintain the debt service account in the District's debt service fund for the payment of principal, premium, if any, and interest on the Bonds as they become due. All accrued interest, if any, and all taxes levied and other moneys available for the payment of the Bonds shall be deposited to the debt service account.

**SECTION 20** Project Fund. The District shall maintain the project fund for the purpose of accounting for and paying all costs of the projects and the costs related to the preparation, authorization, issuance, and sale of the Bonds. Any interest earnings on moneys invested from the project fund shall be retained in the project fund. The District's share of any liquidated damages or other moneys paid by defaulting contractors or their sureties will be deposited into the project fund to assure the completion of the projects.

Upon completion of the projects and upon payment in full of all costs related thereto, any balance remaining in the project fund shall be deposited to the Debt Service Account for payment of debt service.

### **SECTION 14. PROFESSIONALS**

The District hereby affirms Hawkins Delafield & Wood LLP as bond counsel for the issuance of the Bonds and Piper Sandler & Co., as underwriter or placement agent.

### **SECTION 15. APPROVAL OF POST ISSUANCE COMPLIANCE PROCEDURES**

The Board hereby approves the post issuance compliance procedures in substantially the form attached hereto as Exhibit A with such modifications as deemed desirable by the Authorized Representative to assist in the compliance with federal tax and securities law.

### **SECTION 16. RESOLUTION TO CONSTITUTE CONTRACT**

In consideration of the purchase and acceptance of any or all of the Bonds by those who shall own the Bonds from time to time (the "Owners"), the provisions of this Resolution shall be part of the contract of the District with the Owners and shall be deemed to be and shall constitute a contract between the District and the Owners. The covenants, pledges, representations and warranties contained in this Resolution or in the closing documents executed in connection with the Bonds, including without limitation the District's covenants and pledges contained in Section 4 hereof, and the other covenants and agreements herein set forth to be performed by or on behalf of the District shall be contracts for the equal benefit, protection and security of the Owners, all of which shall be of equal rank without preference, priority or distinction of any of such Bonds over any other thereof, except as expressly provided in or pursuant to this Resolution.

ADOPTED by the Board of Directors of the Corbett School District No. 39, Multnomah County, Oregon this 16th day of December, 2020.

**CORBETT SCHOOL DISTRICT NO. 39,  
MULTNOMAH COUNTY, OREGON**

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

Chair

**ATTEST:**

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

Superintendent

## PURPOSE.

The purpose of this Policy is to ensure that the Corbett School District No. 39 (the “Issuer”) complies with applicable requirements of federal tax and securities laws that apply to any tax-exempt obligations or other debt issued by the Issuer. This Policy is designed to set forth compliance procedures so that the Issuer utilizes the proceeds of all issues of bonds, certificates of participation, bond anticipation notes, bank loans, and tax and revenue anticipation notes (collectively referred to as “Bonds”) in accordance with applicable federal tax and securities law requirements with respect to outstanding Bonds.

**The procedures described in II and III describe the federal tax laws and only apply to Bonds to the extent that they are issued as federally tax-exempt obligations. Such procedures do not apply to Bonds issued as federally taxable obligations.** To comply with applicable federal tax requirements, the Issuer must confirm that the requirements are met at the time each Bond issue is issued and throughout the term of the Bonds (until maturity or redemption). Generally, compliance should include retention of records relating to the expenditure of the proceeds of each Bond issue, the investment of the proceeds of each Bond issue, and any allocations made with respect to the use of the proceeds of each Bond issue, sufficient to establish compliance with applicable federal tax requirements, including records related to periods before the Bonds are issued (*e.g.*, in the case of reimbursement of prior expenditures) until six (6) years after the final maturity or redemption date of any issue of Bonds.

**The procedures described in IV describe the federal securities laws and only apply to Bonds to the extent that there is a disclosure document prepared in connection with a public offering or private placement of the Bonds. For example, they do not currently apply to bank loans or other debt for which an official statement or other disclosure document is not prepared.** To comply with applicable federal securities requirements, the Issuer must comply with the anti-fraud rules at the time of issuance and must maintain continuous compliance with its continuing disclosure obligations until the final maturity or redemption of the applicable issue or Bonds.

## II.

### FEDERAL TAX PROCEDURES.

A. **Responsible Official.** The Superintendent of the Issuer will identify the officer or other employee(s) of the Issuer (the “Bond Compliance Officer”) who will be responsible for each of the procedures listed below, notify the current holder of that office of the responsibilities, and provide that

person a copy of these procedures. Upon employee transitions, the Superintendent of the Issuer will advise any newly-designated Bond Compliance Officer of his/her responsibilities under these procedures and will ensure the Bond Compliance Officer understands the importance of these procedures. If employee positions are restructured or eliminated, the Superintendent of the Issuer will reassign responsibilities as necessary.

B. Issuance of Bonds.

Bond Counsel. The Issuer will retain a nationally-recognized bond counsel law firm (“Bond Counsel”) to assist the Issuer in issuing Bonds. In connection with any tax-exempt Bond issue, Bond Counsel will deliver a legal opinion which will be based in part on covenants and representations set forth in the Issuer’s Tax Certificate (or other closing documents containing the tax representation) (the “Tax Certificate”) and other certificates relating to the Bonds, including covenants and representations concerning compliance with post-issuance federal tax law requirements that must be satisfied to preserve the tax-exempt status of tax-exempt Bonds. As described more fully below, the Issuer will also consult with Bond Counsel and other legal counsel and advisors, as needed, following issuance of each Bond issue to ensure that applicable post-issuance requirements in fact are met, so that tax-exempt status of interest will be maintained for federal income tax purposes so long as any Bonds remain outstanding.

The Bond Compliance Officer and/or other designated Issuer personnel will consult with Bond Counsel and other legal counsel and advisors, as needed, throughout the Bond issuance process to identify requirements and to establish procedures necessary or appropriate so that tax-exempt status of interest will be maintained. Those requirements and procedures shall be documented in a Tax Certificate and other certificates and/or other documents finalized at or before issuance of the Bonds. If there is no document in the transcript titled “Tax Certificate,” the Bond Compliance Officer and/or other designated Issuer personnel will consult with Bond Counsel prior to the closing of the financing to understand which document(s) in the transcript contain the tax representations and covenants. The requirements and procedures in the Tax Certificate shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Bonds.

Documentation of Tax Requirements. The federal tax requirements relating to each Bond issue will be set forth in the Tax Certificate executed in connection with the Bond issue, which will be included in the closing transcript. The certifications, representations, expectations, covenants and factual statements in the Tax Certificate relate primarily to the restriction on use of the Bond-financed facilities

by persons or entities other than the Issuer, changes in use of assets financed or refinanced with Bond proceeds, restrictions applicable to the investment of Bond proceeds and other moneys relating to the Bonds, arbitrage rebate requirements, and economic life of the Bond-financed assets.

Information Reporting. The Bond Compliance Officer and/or other designated Issuer personnel will assure filing of information returns on IRS Form 8038-G no later than the 15<sup>th</sup> day of the second calendar month in the calendar quarter following the calendar quarter in which an issue of Bonds is issued. The Issuer will confirm that the IRS Form 8038-G is accurate and is filed in a timely manner with respect to all Bond issues, including any required schedules and attachments. The IRS Form 8038-G filed with the IRS, together with an acknowledgement copy (if available) or IRS Notice CP152, will be included as part of the closing transcript for each Bond issue, or kept in the records related to the appropriate issue of Bonds.

C. Application of Bond Proceeds.

Use of Bond Proceeds. The Bond Compliance Officer and/or other designated Issuer personnel shall:

- \* monitor the use of Bond proceeds and the use of the Bond-financed assets (e.g., facilities, furnishings or equipment) throughout the term of the Bonds (and in some cases beyond the term of the Bonds) to ensure compliance with covenants and restrictions set forth in the applicable Tax Certificate;
- \* maintain records identifying the assets or portion of assets that were financed or refinanced with proceeds of each issue of Bonds;
- \* consult with Bond Counsel and other legal counsel as needed in the review of any contracts or arrangements involving use of Bond-financed facilities to ensure compliance with all covenants and restrictions set forth in the applicable Tax Certificate;
- \* maintain records for any contracts or arrangements involving the use of Bond-financed facilities as might be necessary or appropriate to document compliance with all covenants and restrictions set forth in the applicable Tax Certificate; and
- \* communicate as necessary and appropriate with personnel responsible for the Bond-financed assets to identify and discuss any existing or planned use of the Bond-

financed assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the applicable Tax Certificate.

Timely Expenditure of Bond Proceeds. At the time of issuance of any Bonds issued to fund original expenditures, the Issuer must reasonably expect to spend at least 85% of all proceeds expected to be used to finance such expenditures (which proceeds would exclude proceeds in a reasonably required reserve fund) within three (3) years after issuance of such Bonds.<sup>1</sup> In addition, for such Bonds, the Issuer must have incurred or expect to incur within six months after issuance original expenditures of not less than 5% of such amount of proceeds, and must expect to complete the Bond-financed project (the "Project") and allocate Bond proceeds to costs with due diligence.<sup>2</sup> Satisfaction of these requirements allows Project-related Bond proceeds to be invested at an unrestricted yield for three (3) years.<sup>3</sup> Bonds issued to refinance outstanding obligations are subject to separate expenditure requirements, which shall be outlined in the Tax Certificate relating to such Bonds. The Issuer's finance staff will monitor the appropriate capital project accounts (and, to the extent applicable, working capital expenditures and/or refunding escrow accounts) and ensure that Bond proceeds are spent within the applicable time period(s) required under federal tax law.

Capital Expenditures. In general, proceeds (including earnings on original sale proceeds) of Bonds issued to fund original expenditures, other than proceeds deposited in a reasonably required reserve fund or used to pay costs of issuance, should be spent on capital expenditures.<sup>4</sup> For this purpose, capital expenditures generally mean costs to acquire, construct, or improve property (land, buildings and equipment), or to adapt the property to a new or different use. The property financed or refinanced must have a useful life longer than one (1) year. Capital Expenditures include design and planning costs related to the Project, and include architectural, engineering, surveying, soil testing, environmental, and other similar costs incurred in the process of acquiring, constructing, improving or adapting the property. Capital Expenditures do not include operating expenses of the Project or incidental or routine repair or maintenance of the Project, even if the repair or maintenance will have a useful life longer than one (1) year.

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<sup>1</sup> In the case of short-term working capital financings (e.g., TRANs), the Issuer's actual maximum cumulative cash flow deficit as of the close of the six-month period commencing on the issue date must be at least equal to 100% of the issue price of the notes (under the six-month rebate exception, excluding the reasonable working capital reserve) or 90% of the issue price of the notes (under the statutory safe harbor exception) in order for the notes to be exempt from the rebate requirements.

<sup>2</sup> These requirements do not apply to short-term working capital financings (e.g., TRANs).

<sup>3</sup> Proceeds of working capital financings (e.g., TRANs) may be invested at an unrestricted yield for thirteen (13) months.

<sup>4</sup> Proceeds of working capital financings (e.g., TRANs) need not be spent for capital expenditures.

D. Use of Bond-Financed Assets.

Ownership and Use of Project. For the life of a Bond issue, the Project must be owned and operated by the Issuer (or another state or local governmental entity). At all times while the Bond issue is outstanding, no more than 10% (or \$15,000,000, if less) of the Bond proceeds or the Project may be used, directly or indirectly, in a trade or business carried on by a person other than a state or local governmental unit ("Private Use").<sup>5</sup> In addition, not more than 5% (or \$5 million, if less) of the proceeds of any Bond issue may be used, directly or indirectly, to make a loan to any person other than governmental persons. Generally, Private Use consists of any contract or other arrangement, including leases, management contracts, operating agreements, guarantee contracts, take or pay contracts, output contracts or research contracts, which provides for use by a person who is not a state or local government on a basis different than the general public. The Project may be used by any person or entity, including any person or entity carrying on any trade or business, if such use constitutes "General Public Use". General Public Use is any arrangement providing for use that is available to the general public at either no charge or on the basis of rates that are generally applicable and uniformly applied.

Management or Operating Agreements. Any management, operating or service contracts whereby a non-exempt entity is using assets financed or refinanced with Bond proceeds (such as bookstore, cafeteria or dining facility, externally-managed parking facilities, gift shops, etc.) must relate to portions of the Project that fit within the allowable private use limitations or the contracts must meet the IRS safe harbor for management contracts. Any replacements of or changes to such contracts relating to Bond-financed assets or facilities, or leases of such assets or facilities, should be reviewed by Bond Counsel. The Bond Compliance Officer shall contact Bond Counsel if there may be a lease, sale, disposition or other change in use of assets financed or refinanced with Bond proceeds.

Useful Life Limitation. The weighted average maturity of the Bond issue cannot exceed 120% of the weighted average economic life of the Bond-financed assets. In other words, the weighted average economic life of the Project must be at least 80% of the weighted average maturity of the Bond issue. Additional state law limitations may apply as well.

E. Investment Restrictions; Arbitrage Yield Calculations; Rebate.

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<sup>5</sup> This 10% limitation is limited to 5% in cases in which the Private Use is either unrelated or disproportionate to the governmental use of the financed facility.

Investment Restrictions. Investment restrictions relating to Bond proceeds and other moneys relating to the Bonds are set forth in the Tax Certificate. The Issuer's finance staff will monitor the investment of Bond proceeds to ensure compliance with applicable yield restriction rules.

Use and Control of Bond Proceeds. Unexpended Bond proceeds (including reserves) may be held directly by the Issuer or by the trustee for the Bond issue under an indenture or trust agreement. The investment of Bond proceeds shall be managed by the Issuer. The Issuer shall maintain appropriate records regarding investments and transactions involving Bond proceeds. The trustee, if appropriate, shall provide regular statements to the Issuer regarding investments and transactions involving Bond proceeds.

Arbitrage Yield Calculations. Investment earnings on Bond proceeds should be tracked and monitored to comply with applicable yield restrictions and/or rebate requirements. Any funds of the Issuer set aside or otherwise pledged or earmarked to pay debt service on Bonds should be analyzed to assure compliance with the tax law rules on arbitrage, invested sinking funds, and pledged funds (including gifts or donations linked or earmarked to the Bond-financed assets).

Rebate. The Issuer is responsible for calculating (or causing the calculation of) rebate liability for each Bond issue, and for making any required rebate payments. Unless Bond Counsel has advised the Issuer that the Bonds are exempt from the rebate requirements described in this section, the Issuer will retain an arbitrage rebate consultant to perform rebate calculations that may be required to be made from time to time with respect to any Bond issue. The Issuer is responsible for providing the arbitrage rebate consultant with requested documents and information on a prompt basis, reviewing applicable rebate reports and other calculations and generally interacting with the arbitrage rebate consultant to ensure the timely preparation of rebate reports and payment of any rebate.

The reports and calculations provided by the arbitrage rebate consultant are intended to assure compliance with rebate requirements, which require the Issuer to make rebate payments, if any, no later than the fifth (5<sup>th</sup>) anniversary date and each fifth (5<sup>th</sup>) anniversary date thereafter through the final maturity or redemption date of a Bond issue. A final rebate payment must be made within sixty (60) days of the final maturity or redemption date of a Bond issue.

The Issuer will confer and consult with the arbitrage rebate consultant to determine whether any rebate spending exceptions may be met. Rebate spending exceptions are available for periods of 6 months, 18 months and 2 years. The Issuer will review the Tax Certificate and/or consult with the arbitrage rebate consultant or Bond Counsel for more details regarding the rebate spending exceptions.

In the case of short-term working capital financings, such as tax and revenue anticipation notes, if there is concern as to whether or not the Issuer has met its requisite maximum cumulative cash flow deficit with respect to its short-term working capital notes, the services of a rebate analyst should be engaged to determine whether either the six-month spending exception or the statutory safe harbor exception to the rebate rules is met (in which case no rebate would be owed) or whether the proceeds of the notes are subject, in whole or in part, to rebate.

Copies of all arbitrage rebate reports, related return filings with the IRS (*i.e.*, IRS Form 8038-T), copies of cancelled checks with respect to any rebate payments, and information statements must be retained as described below. The responsible official of the Issuer described in Subsection A of this Part II will follow the procedures set forth in the Tax Certificate entered into with respect to any Bond issue that relate to compliance with the rebate requirements.

F. Record Retention.

Allocation of Bond Proceeds to Expenditures. The Issuer shall allocate Bond proceeds to expenditures for assets, and shall trace and keep track of the use of Bond proceeds and property financed or refinanced therewith.

Record Keeping Requirements. Copies of all relevant documents and records sufficient to support an assertion that the tax requirements relating to a Bond issue have been satisfied will be maintained by the Issuer for the term of a Bond issue (including refunding Bonds, if any) plus six (6) years, including the following documents and records:

- Bond closing transcripts;
- Copies of records of investments, investment agreements, credit enhancement transactions, financial derivatives (*e.g.*, an interest rate swap), arbitrage reports and underlying documents, including trustee statements;
- Copies of material documents relating to capital expenditures financed or refinanced by Bond proceeds, including (without limitation) purchase orders, invoices, trustee requisitions and payment records, as well as documents relating to costs reimbursed with Bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with Bond proceeds;
- All contracts and arrangements involving private use, or changes in use, of the Bond-financed property;

- All reports and documents relating to the allocation of Bond proceeds and private use of Bond-financed property; and
- Itemization of property financed with Bond proceeds, including placed in service dates.
- In the case of short-term working capital financings, such as tax and revenue anticipation notes, information regarding the Issuer's revenue, expenditures and available balances sufficient to support the Issuer's maximum cumulative cash flow deficit.

### III.

#### POST-ISSUANCE COMPLIANCE.

A. In General. The Issuer will conduct periodic reviews of compliance with these procedures to determine whether any violations have occurred so that such violations can be remedied through the "remedial action" regulations (Treas. Reg. Section 1.141-12) or the Voluntary Closing Agreement Program (VCAP) described in IRS Notice 2008-31 (or successor guidance). If any changes or modifications to the terms or provisions of a Bond issue are contemplated, the Issuer will consult Bond Counsel. The Issuer recognizes and acknowledges that such modifications could result in a "reissuance" of the Bonds for federal tax purposes (*i.e.*, a deemed refunding) and thereby jeopardize the tax-exempt status of the Bonds after the modifications.

The Bond Compliance Officer and/or other designated Issuer personnel will consult with Bond Counsel and other legal counsel and advisors, as needed, following issuance of each issue of the Bonds to ensure that all applicable post-issuance requirements in fact are met, so that interest on the Bonds will be excluded from gross income for federal income tax purposes so long as any Bonds remain outstanding. This will include, without limitation, consultation in connection with future contracts with respect to the use of Bond-financed assets and future contracts with respect to the use of output or throughput of Bond-financed assets.

Whenever necessary or appropriate, the Issuer will engage an expert advisor as arbitrage rebate consultant to assist in the calculation of arbitrage rebate payable in respect of the investment of Bond proceeds.

B. Monitoring Private or Other Use of Financed Assets. The Issuer will maintain records identifying the assets or portion of assets that are financed or refinanced with proceeds of a Bond issue, including the uses and the users thereof (including terms of use and type of use). Such records may be kept in any combination of paper or electronic form. In the event the use of Bond proceeds or the assets financed or refinanced with Bond proceeds is different from the covenants, representations or factual

statements in the Tax Certificate, the Issuer will promptly contact and consult with Bond Counsel to ensure that there is no adverse effect on the tax-exempt status of the Bond issue and, where appropriate, will remedy any violations through the “remedial action” regulations (Treas. Reg. Section 1.141-12), the Voluntary Closing Agreement Program (VCAP) described in IRS Notice 2008-31 (or successor guidance), or as otherwise prescribed by Bond Counsel.

C. Ongoing Training. Training shall be made available to the Bond Compliance Officer to support the Bond Compliance Officer’s understanding of the tax requirements applicable to the Bonds. Such training may include, but would not be limited to, attending training sessions at local conferences such as OGFOA, OASBO, and/or SDAO, participation in IRS teleconferences, reading technical guidance materials provided by educational organizations, the IRS, and/or Bond Counsel, and discussing questions and issues with the Issuer’s Bond Counsel and/or arbitrage rebate consultant.

D. Annual Checklist of Tax-Exempt Bond Compliance Checklist. The Bond Compliance Officer will complete the attached “Annual Tax-Exempt Bond Compliance Checklist” with respect to all outstanding Bonds on or before December 1 of each annual period. The Bond Compliance Officer will retain a copy of each completed and signed checklist in a file that is retained in accordance with the document retention requirements described in Section II.F., above.

#### IV.

#### FEDERAL SECURITIES LAW PROCEDURES.

A. Anti-Fraud Provisions.

Pursuant to the antifraud provisions of the Securities Act of 1933 and the Securities and Exchange Act of 1934, and accompanying regulations, applicable to securities such as the Bonds, if publicly offered, any material provided by the Issuer in connection with the offer or sale of the Bonds may not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading. This material may be in the form of an offering circular or offering memorandum for a private placement and, although it is unclear whether such rules apply to these materials, the Bond Compliance Officer should review them with the same standard in mind. For a publicly offered transaction, the disclosure document may be a preliminary official statement or a final official statement and any materials provided to the rating agencies or credit enhancement provider. Such material may also include information provided to a bank or institutional investor about the Issuer or the Bonds in connection with a bank loan or private placement. The antifraud provisions also apply to continuing disclosure discussed below. The

Bond Compliance Officer will actively participate in the Bond issuance process to ensure that all information regarding the Issuer described in the official statement or other materials prepared in connection with the initial sale of publicly offered Bonds or bank placements do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

B. Continuing Disclosure.

In connection with an offering of the Bonds, the Issuer will execute a Continuing Disclosure Agreement, Continuing Disclosure Undertaking, Continuing Disclosure Certificate or such similarly titled document (herein referred to as the "Continuing Disclosure Agreement"). Pursuant to the Continuing Disclosure Agreement, the Issuer may be obligated to provide annual financial disclosure to the secondary market through the Municipal Rulemaking Securities Board's Electronic Municipal Market Access ("EMMA") system, as well as notices of certain material events listed in the Continuing Disclosure Agreement. In order to maintain compliance with the Issuer's obligations in the Continuing Disclosure Agreement, the Bond Compliance Officer will, if and as required by such Continuing Disclosure Agreement:

- Assist in the preparation or review of annual reports ("Annual Reports") in the form required by the related Continuing Disclosure Agreements.
- Maintain a calendar, with appropriate reminder notifications, listing the filing due dates relating to dissemination of Annual Reports, which annual due date is generally expressed as a date within a certain number of days following the end of the Issuer's fiscal year (the "Annual Report Due Date"), as provided in the related Continuing Disclosure Agreement.
- Ensure timely dissemination of the Annual Report by the Annual Report Due Date, in the format and manner provided in the related Continuing Disclosure Agreements, which may include transmitting such filing to the Municipal Securities Rulemaking Board ("MSRB") through the Electronic Municipal Market Access ("EMMA") System at [www.emma.msrb.org](http://www.emma.msrb.org) in the format prescribed by the MSRB.
- Monitor the occurrence of any "Material Event" (as defined in the Continuing Disclosure Agreement) and timely file notice of the occurrence of any such Material Event in the manner provided under the Continuing Disclosure Agreement. To be timely filed, such

notice must be transmitted within 10 days (or such other time period as set forth in the Continuing Disclosure Agreement) of the occurrence of such Material Event.

- Ensure timely dissemination of notice of any failure to perform under a Continuing Disclosure Agreement, if and as required by the Continuing Disclosure Agreement.
- Respond to requests, or ensure that the Issuer contact responds to requests, for information under SEC Rule 15c2-12, as provided in the Continuing Disclosure Agreement.
- Monitor the performance of any dissemination agent(s) engaged by the Issuer to assist in the performance of any obligation under the Continuing Disclosure Agreement.

## Form of Annual Tax-Exempt Bond Compliance Checklist

(to be completed by the "Bond Compliance Officer" as described in the Tax-Exempt Bond Post-Issuance Compliance Policy)

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

	Yes	No
Has there been a sale of all or any portion of a facility financed with tax-exempt bonds (a "Project")?		
Has there been a lease of all or any portion of a Project to any party other than a state or local government?		
Has the Issuer entered into a new, or amended an already existing, management or service contract related to a Project?		
Has the Issuer entered into a naming rights agreement relating to all or any portion of a Project?		
Has the Issuer entered into any other arrangement with an entity, other than a state or local government, that provided legal rights to that entity with respect to a Project?		
Will there be a rebate/yield restriction arbitrage computation date during the upcoming annual period?		
Is the Issuer out of compliance with the record retention requirements as described in Section IV of the Tax-Exempt Bond Compliance Procedures?		
Has the Issuer failed to make any required filings with EMMA as required by their Continuing Disclosure Agreements?		

If an answer to any question above is "Yes", or the answer is unclear, the Bond Compliance Officer shall consult with the Issuer's bond counsel to determine (i) if the event could adversely impact the tax-exemption of the Issuer's outstanding tax-exempt bonds and/or (ii) whether any action needs to be taken during the upcoming annual period to ensure compliance with the tax-exempt bond or securities law restrictions.

*The undersigned is the "Bond Compliance Officer" as described in the Tax-Exempt Bond Compliance Procedures and has completed the above checklist to the best of the knowledge of the undersigned.*

Signature of \_\_\_\_\_ - Bond Compliance Officer  
(print name)

**Closing Memorandum**

Re: Corbett School District No. 39, Multnomah County, Oregon  
 \$4,000,000 General Obligation Bonds, Series 2021  
 Dated Date: April 15, 2021

From: Lauren MacMillan, Managing Director  
 Piper Sandler & Co.

Date: April 8, 2021

**Tax Identification Number**

93-6000851

**Closing**

The District and the purchaser, BciCapital Inc., will sign documents prior to closing. Closing will occur on April 15, 2021 via email after the District and KeyBank have confirmed receipt of funds.

**Application of Funds**

Funds will be applied by the Issuer as follows:

Wired to Issuer:

Available for Projects	\$ 998,144.83
Estimated Issuance Costs to be paid by the Issuer (see Exhibit A)	700.00
Contingency	145.94
Total Funds distributed to the Issuer	<u>\$ 998,990.77</u>

Wired to Service Providers:

Bond Counsel	\$ 40,000.00
Placement Agent	35,000.00
MDAC & OSBG Fees (Oregon State Treasury, Debt Management Div.)	2,123.41
Total Funds distributed to Service Providers	<u>\$ 77,123.41</u>

Payoff:

2020 FFC Payoff to Key Equipment Finance	<u>\$ 2,923,885.82</u>
--	------------------------

**Total Distribution of Funds** **\$ 4,000,000.00**

**Funds Transfers**

**BciCapital, Inc.** will initiate the following wire transactions:

**Proceeds to the Issuer**

Transfer Amount:	<b>\$998,990.77</b> (Federal Funds)
To:	U.S. Bank NA
ABA Number:	123 000 220
Account Name:	Corbett School District No. 39
Account Number:	153605412813
Reference:	Corbett School District No. 39, GO Series 2021
Contact:	Cindy Duley (503) 261-4290

**Proceeds to Bond Counsel**

Transfer Amount: **\$40,000.00** (Federal Funds)  
To: Citibank NA  
ABA Number: 021 000 089  
Account Name: Hawkins Delafield & Wood LLP Attorney Business Account  
Account Number: 496 950 9458  
Reference: Corbett School District No. 39, GO Series 2021  
Client Matter No.: 44553

**Proceeds to Piper Sandler**

Transfer Amount: **\$35,000.00** (Federal Funds)  
To: U.S. Bank  
ABA Number: 091000022  
Account Name: Piper Sandler  
Account Number: 173103114547  
For Further Credit To: 12000-370360  
Reference: 21-0892/OR Corbett SD GO 21

**Proceeds to Oregon State Treasury**

Transfer Amount: **\$2,123.41** (Federal Funds)  
To: U.S. Bank NA  
ABA Number: 123 000 220  
Account Name: Oregon State Treasury  
Account Number: 153600334160  
Reference: DMD5000 Corbett School District No. 39 MDAC & OSBG

**Proceeds to Pay off 2020 FFC**

Transfer Amount: **\$2,923,885.82** (Federal Funds)  
To: Key Equipment Finance  
Credit Party: Corbett School District NO. 39, OR  
ABA Number: 021 300 077  
Account Number: 329951040644  
Final Credit To: 1800129127

If you have questions, please call me at (503) 275-8300.

Attachment: Exhibit A

**cc:**

Dan Wold, Corbett School District  
Cindy Duley, Corbett School District  
Robin Lindeen-Blakeley, Corbett School District  
Ann Sherman, Esq., Hawkins Delafield & Wood  
Sarah Dickey, Esq., Hawkins Delafield & Wood  
Sandra Austin, Hawkins Delafield & Wood  
Corazon Gruenberg, Zions Bancorporation  
Michael Jones, Zions Bancorporation  
Michael Powers, Esq., BciCapital, Inc.

Alexandra Michelini, Esq., BciCapital, Inc.  
Michael Horkey, BciCapital, Inc.  
John McDonald, BciCapital, Inc.  
Jackson Pliska, BciCapital, Inc.  
Shannon Higgins, Office of the State Treasurer  
Jeremiah McClintock, Office of the State Treasurer  
Edie Kessel, Office of the State Treasurer  
FICM Accounting, Piper Sandler & Co.

**Corbett School District No. 39, Multnomah County, Oregon**  
**General Obligation Bonds, Series 2021**

<u>Description</u>	<u>Payee</u>	<u>Total</u>
<i>Wired to Issuer:</i>		
Paying Agent	Zions Bancorporation	\$ 500.00
OSBG Application <sup>(1)</sup>	Oregon State Treasury, Debt Management Div.	200.00
Total Issuance Costs to be Paid Directly by Issuer		<u>\$ 700.00</u>
<i>Wired to Service Providers:</i>		
Bond Counsel	Hawkins Delafield & Wood LLP	\$ 40,000.00
Placement Agent	Piper Sandler & Co.	35,000.00
OSBG Premium	Oregon State Treasury, Debt Management Div.	1,323.41
MDAC Fee	Oregon State Treasury, Debt Management Div.	800.00
Total Wired to Service Providers		<u>\$ 77,123.41</u>
<b>Total Issuance Costs paid from Proceeds</b>		<b><u><u>\$ 77,823.41</u></u></b>

(1) Previously paid by the Issuer.

## BOND SUMMARY STATISTICS

Corbett School District No. 39  
General Obligation Bonds, Series 2021  
Final Numbers

Dated Date	04/15/2021
Delivery Date	04/15/2021
Last Maturity	06/15/2031
Arbitrage Yield	1.686373%
True Interest Cost (TIC)	1.686373%
Net Interest Cost (NIC)	1.680000%
All-In TIC	2.023443%
Average Coupon	1.680000%
Average Life (years)	6.122
Duration of Issue (years)	5.783
Par Amount	4,000,000.00
Bond Proceeds	4,000,000.00
Total Interest	411,376.00
Net Interest	411,376.00
Total Debt Service	4,411,376.00
Maximum Annual Debt Service	506,366.40
Average Annual Debt Service	433,905.84
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
-----	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life
Bond Component	4,000,000.00	100.000	1.680%	6.122
	4,000,000.00			6.122

	TIC	All-In TIC	Arbitrage Yield
Par Value	4,000,000.00	4,000,000.00	4,000,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-76,300.00	
- Other Amounts	-1,523.41	-1,523.41	-1,523.41
Target Value	3,998,476.59	3,922,176.59	3,998,476.59
Target Date	04/15/2021	04/15/2021	04/15/2021
Yield	1.686373%	2.023443%	1.686373%

## SOURCES AND USES OF FUNDS

Corbett School District No. 39  
General Obligation Bonds, Series 2021  
Final Numbers

Dated Date            04/15/2021  
Delivery Date        04/15/2021

Sources:	General Obligation Bonds, Series 2021 (New Money)	Refunding of 2020 Full Faith and Credit	Total
<hr/>			
Bond Proceeds:			
Par Amount	1,018,000.00	2,982,000.00	4,000,000.00
	<hr/>	<hr/>	<hr/>
	1,018,000.00	2,982,000.00	4,000,000.00
<hr/> <hr/>			
Uses:	General Obligation Bonds, Series 2021 (New Money)	Refunding of 2020 Full Faith and Credit	Total
<hr/>			
Project Fund Deposits:			
Project Fund	998,144.83		998,144.83
Refunding Escrow Deposits:			
Cash Deposit		2,923,885.82	2,923,885.82
Cost of Issuance:			
Bond Counsel (Hawkins)	10,180.00	29,820.00	40,000.00
Placement Agent (Piper Sandler)	8,907.50	26,092.50	35,000.00
Paying Agent - annual & acceptance (Zions Bank)	127.25	372.75	500.00
MDAC	203.60	596.40	800.00
	<hr/>	<hr/>	<hr/>
	19,418.35	56,881.65	76,300.00
Other Delivery Date Expenses:			
Oregon School Bond Guaranty	436.82	1,086.59	1,523.41
Other Uses of Funds:			
Additional Proceeds		145.94	145.94
	<hr/>	<hr/>	<hr/>
	1,018,000.00	2,982,000.00	4,000,000.00
<hr/> <hr/>			

## BOND PRICING

Corbett School District No. 39  
General Obligation Bonds, Series 2021  
Final Numbers

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:					
	06/15/2022	292,000	1.680%	1.680%	100.000
	06/15/2023	318,000	1.680%	1.680%	100.000
	06/15/2024	355,000	1.680%	1.680%	100.000
	06/15/2025	373,000	1.680%	1.680%	100.000
	06/15/2026	392,000	1.680%	1.680%	100.000
	06/15/2027	412,000	1.680%	1.680%	100.000
	06/15/2028	432,000	1.680%	1.680%	100.000
	06/15/2029	453,000	1.680%	1.680%	100.000
	06/15/2030	475,000	1.680%	1.680%	100.000
	06/15/2031	498,000	1.680%	1.680%	100.000
		4,000,000			

Dated Date	04/15/2021	
Delivery Date	04/15/2021	
First Coupon	12/15/2021	
Par Amount	4,000,000.00	
Original Issue Discount		
Production	4,000,000.00	100.000000%
Underwriter's Discount		
Purchase Price	4,000,000.00	100.000000%
Accrued Interest		
Net Proceeds	4,000,000.00	

## BOND DEBT SERVICE

Corbett School District No. 39  
General Obligation Bonds, Series 2021  
Final Numbers

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/15/2021			44,800.00	44,800.00	
06/15/2022	292,000	1.680%	33,600.00	325,600.00	370,400.00
12/15/2022			31,147.20	31,147.20	
06/15/2023	318,000	1.680%	31,147.20	349,147.20	380,294.40
12/15/2023			28,476.00	28,476.00	
06/15/2024	355,000	1.680%	28,476.00	383,476.00	411,952.00
12/15/2024			25,494.00	25,494.00	
06/15/2025	373,000	1.680%	25,494.00	398,494.00	423,988.00
12/15/2025			22,360.80	22,360.80	
06/15/2026	392,000	1.680%	22,360.80	414,360.80	436,721.60
12/15/2026			19,068.00	19,068.00	
06/15/2027	412,000	1.680%	19,068.00	431,068.00	450,136.00
12/15/2027			15,607.20	15,607.20	
06/15/2028	432,000	1.680%	15,607.20	447,607.20	463,214.40
12/15/2028			11,978.40	11,978.40	
06/15/2029	453,000	1.680%	11,978.40	464,978.40	476,956.80
12/15/2029			8,173.20	8,173.20	
06/15/2030	475,000	1.680%	8,173.20	483,173.20	491,346.40
12/15/2030			4,183.20	4,183.20	
06/15/2031	498,000	1.680%	4,183.20	502,183.20	506,366.40
	4,000,000		411,376.00	4,411,376.00	4,411,376.00

## FORM 8038 STATISTICS

Corbett School District No. 39  
General Obligation Bonds, Series 2021  
Final Numbers

Dated Date            04/15/2021  
Delivery Date        04/15/2021

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Bond Component:						
	06/15/2022	292,000.00	1.680%	100.000	292,000.00	292,000.00
	06/15/2023	318,000.00	1.680%	100.000	318,000.00	318,000.00
	06/15/2024	355,000.00	1.680%	100.000	355,000.00	355,000.00
	06/15/2025	373,000.00	1.680%	100.000	373,000.00	373,000.00
	06/15/2026	392,000.00	1.680%	100.000	392,000.00	392,000.00
	06/15/2027	412,000.00	1.680%	100.000	412,000.00	412,000.00
	06/15/2028	432,000.00	1.680%	100.000	432,000.00	432,000.00
	06/15/2029	453,000.00	1.680%	100.000	453,000.00	453,000.00
	06/15/2030	475,000.00	1.680%	100.000	475,000.00	475,000.00
	06/15/2031	498,000.00	1.680%	100.000	498,000.00	498,000.00
		4,000,000.00			4,000,000.00	4,000,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	06/15/2031	1.680%	498,000.00	498,000.00		
Entire Issue			4,000,000.00	4,000,000.00	6.1217	1.6864%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	76,300.00
Proceeds used for credit enhancement	1,523.41
Proceeds allocated to reasonably required reserve or replacement fund	0.00
Proceeds used to refund prior tax-exempt bonds	2,923,885.82
Proceeds used to refund prior taxable bonds	0.00
Remaining WAM of prior tax-exempt bonds (years)	4.8477
Remaining WAM of prior taxable bonds (years)	0.0000
Last call date of refunded tax-exempt bonds	04/15/2021

### 2011 Form 8038 Statistics

Proceeds used to currently refund prior issues	2,923,885.82
Proceeds used to advance refund prior issues	0.00
Remaining weighted average maturity of the bonds to be currently refunded	4.8477
Remaining weighted average maturity of the bonds to be advance refunded	0.0000

## FORM 8038 STATISTICS

Corbett School District No. 39  
General Obligation Bonds, Series 2021  
Final Numbers

### Refunded Bonds

Bond Component	Date	Principal	Coupon	Price	Issue Price
Full Faith and Credit Financing Agreement, Series 2020:					
BOND	06/15/2021	262,412.00	2.220%	100.000	262,412.00
BOND	06/15/2022	268,238.00	2.220%	100.000	268,238.00
BOND	06/15/2023	274,192.00	2.220%	100.000	274,192.00
BOND	06/15/2024	280,279.00	2.220%	100.000	280,279.00
BOND	06/15/2025	286,502.00	2.220%	100.000	286,502.00
BOND	06/15/2026	292,862.00	2.220%	100.000	292,862.00
BOND	06/15/2027	299,364.00	2.220%	100.000	299,364.00
BOND	06/15/2028	306,009.00	2.220%	100.000	306,009.00
BOND	06/15/2029	312,803.00	2.220%	100.000	312,803.00
BOND	06/15/2030	319,747.00	2.220%	100.000	319,747.00
		2,902,408.00			2,902,408.00

	Last Call Date	Issue Date	Remaining Weighted Average Maturity
Full Faith and Credit Financing Agreement, Series 2020	04/15/2021	01/31/2020	4.8477
All Refunded Issues	04/15/2021		4.8477

## PROOF OF ARBITRAGE YIELD

Corbett School District No. 39  
General Obligation Bonds, Series 2021  
Final Numbers

Date	Debt Service	Total	Present Value to 04/15/2021 @ 1.6863725406%
12/15/2021	44,800.00	44,800.00	44,301.25
06/15/2022	325,600.00	325,600.00	319,282.97
12/15/2022	31,147.20	31,147.20	30,287.53
06/15/2023	349,147.20	349,147.20	336,671.85
12/15/2023	28,476.00	28,476.00	27,228.94
06/15/2024	383,476.00	383,476.00	363,616.27
12/15/2024	25,494.00	25,494.00	23,971.57
06/15/2025	398,494.00	398,494.00	371,564.14
12/15/2025	22,360.80	22,360.80	20,675.35
06/15/2026	414,360.80	414,360.80	379,924.72
12/15/2026	19,068.00	19,068.00	17,337.14
06/15/2027	431,068.00	431,068.00	388,661.53
12/15/2027	15,607.20	15,607.20	13,954.18
06/15/2028	447,607.20	447,607.20	396,853.04
12/15/2028	11,978.40	11,978.40	10,531.37
06/15/2029	464,978.40	464,978.40	405,389.33
12/15/2029	8,173.20	8,173.20	7,066.19
06/15/2030	483,173.20	483,173.20	414,237.35
12/15/2030	4,183.20	4,183.20	3,556.38
06/15/2031	502,183.20	502,183.20	423,365.51
	4,411,376.00	4,411,376.00	3,998,476.59

### Proceeds Summary

Delivery date	04/15/2021
Par Value	4,000,000.00
Arbitrage expenses	-1,523.41
	3,998,476.59
Target for yield calculation	3,998,476.59

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## SUMMARY OF BONDS REFUNDED

Corbett School District No. 39  
General Obligation Bonds, Series 2021  
Final Numbers

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Full Faith and Credit Financing Agreement, Series 2020, 20_FFC, BOND:					
	06/15/2021	2.220%	262,412.00	04/15/2021	100.000
	06/15/2022	2.220%	268,238.00	04/15/2021	100.000
	06/15/2023	2.220%	274,192.00	04/15/2021	100.000
	06/15/2024	2.220%	280,279.00	04/15/2021	100.000
	06/15/2025	2.220%	286,502.00	04/15/2021	100.000
	06/15/2026	2.220%	292,862.00	04/15/2021	100.000
	06/15/2027	2.220%	299,364.00	04/15/2021	100.000
	06/15/2028	2.220%	306,009.00	04/15/2021	100.000
	06/15/2029	2.220%	312,803.00	04/15/2021	100.000
	06/15/2030	2.220%	319,747.00	04/15/2021	100.000
			2,902,408.00		

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## ESCROW REQUIREMENTS

Corbett School District No. 39  
General Obligation Bonds, Series 2021  
Final Numbers

Period Ending	Interest	Principal Redeemed	Total
04/15/2021	21,477.82	2,902,408.00	2,923,885.82
	21,477.82	2,902,408.00	2,923,885.82

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## BOND DEBT SERVICE

### Corbett School District No. 39 General Obligation Bonds, Series 2021 (New Money)

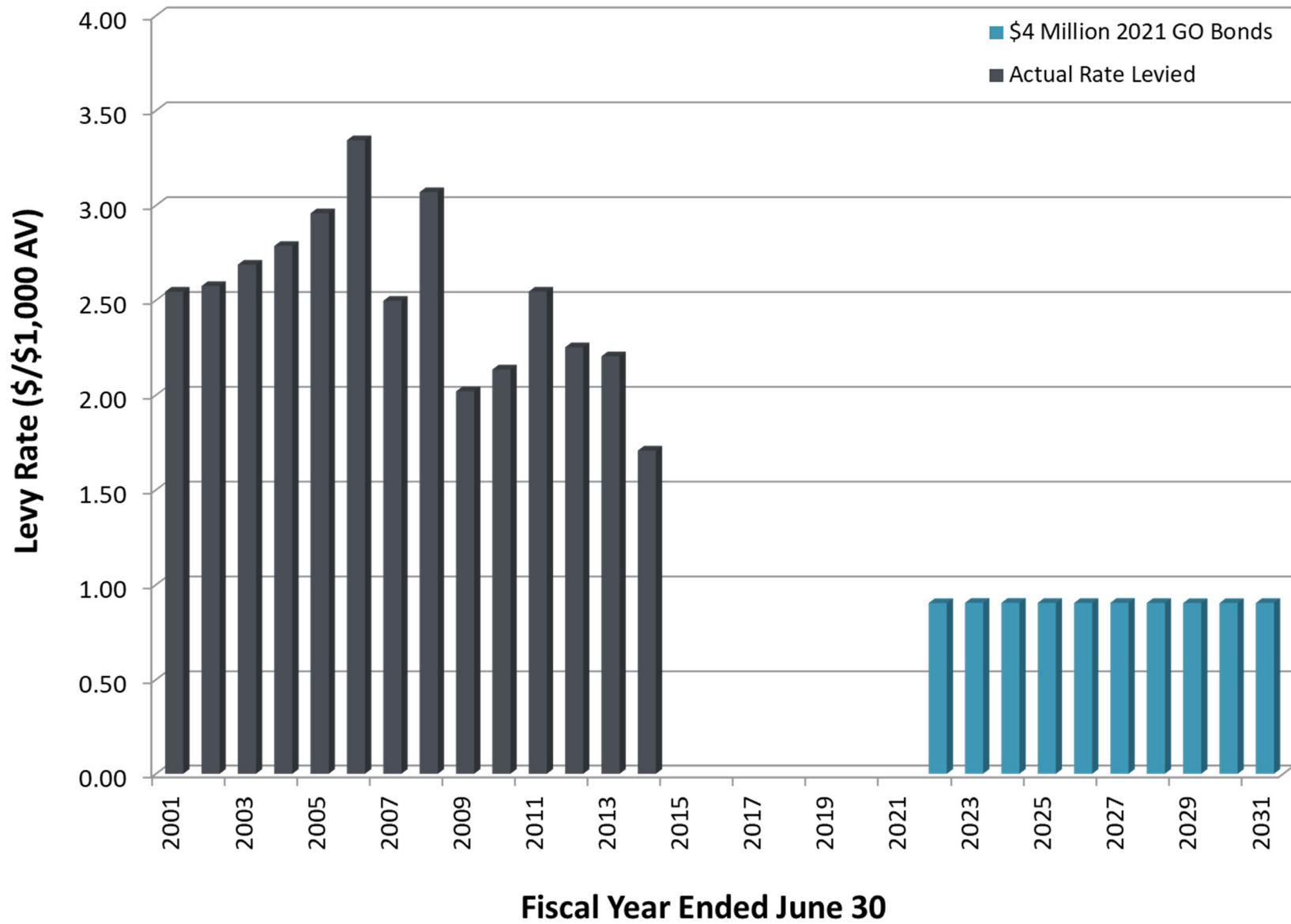
Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/15/2021			11,401.60	11,401.60	
06/15/2022	74,000	1.680%	8,551.20	82,551.20	93,952.80
12/15/2022			7,929.60	7,929.60	
06/15/2023	81,000	1.680%	7,929.60	88,929.60	96,859.20
12/15/2023			7,249.20	7,249.20	
06/15/2024	90,000	1.680%	7,249.20	97,249.20	104,498.40
12/15/2024			6,493.20	6,493.20	
06/15/2025	95,000	1.680%	6,493.20	101,493.20	107,986.40
12/15/2025			5,695.20	5,695.20	
06/15/2026	100,000	1.680%	5,695.20	105,695.20	111,390.40
12/15/2026			4,855.20	4,855.20	
06/15/2027	105,000	1.680%	4,855.20	109,855.20	114,710.40
12/15/2027			3,973.20	3,973.20	
06/15/2028	110,000	1.680%	3,973.20	113,973.20	117,946.40
12/15/2028			3,049.20	3,049.20	
06/15/2029	115,000	1.680%	3,049.20	118,049.20	121,098.40
12/15/2029			2,083.20	2,083.20	
06/15/2030	121,000	1.680%	2,083.20	123,083.20	125,166.40
12/15/2030			1,066.80	1,066.80	
06/15/2031	127,000	1.680%	1,066.80	128,066.80	129,133.60
	1,018,000		104,742.40	1,122,742.40	1,122,742.40

## BOND DEBT SERVICE

Corbett School District No. 39  
Refunding of 2020 Full Faith and Credit

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/15/2021			33,398.40	33,398.40	
06/15/2022	218,000	1.680%	25,048.80	243,048.80	276,447.20
12/15/2022			23,217.60	23,217.60	
06/15/2023	237,000	1.680%	23,217.60	260,217.60	283,435.20
12/15/2023			21,226.80	21,226.80	
06/15/2024	265,000	1.680%	21,226.80	286,226.80	307,453.60
12/15/2024			19,000.80	19,000.80	
06/15/2025	278,000	1.680%	19,000.80	297,000.80	316,001.60
12/15/2025			16,665.60	16,665.60	
06/15/2026	292,000	1.680%	16,665.60	308,665.60	325,331.20
12/15/2026			14,212.80	14,212.80	
06/15/2027	307,000	1.680%	14,212.80	321,212.80	335,425.60
12/15/2027			11,634.00	11,634.00	
06/15/2028	322,000	1.680%	11,634.00	333,634.00	345,268.00
12/15/2028			8,929.20	8,929.20	
06/15/2029	338,000	1.680%	8,929.20	346,929.20	355,858.40
12/15/2029			6,090.00	6,090.00	
06/15/2030	354,000	1.680%	6,090.00	360,090.00	366,180.00
12/15/2030			3,116.40	3,116.40	
06/15/2031	371,000	1.680%	3,116.40	374,116.40	377,232.80
	2,982,000		306,633.60	3,288,633.60	3,288,633.60

**CORBETT SCHOOL DISTRICT No. 39**  
 General Obligation Bonds, Series 2021 – Proposed Final Numbers



**Corbett School District No. 39**  
**\$4,000,000**  
**General Obligation Bonds, Series 2021**  
**Projected Bond Levy Rates - Proposed Final Numbers**  
**10.17 Year Issue**

Bond Issue Data		2021 Property Tax Data (000s)	
Dated Date:	04/15/2021	Total Assessed Value:	\$ 437,160
First Coupon:	12/15/2021	Less Standard Rate Urban Renewal Value:	-
Final Maturity:	06/15/2031	Assessed Value (Bonds Approved After 2001):	\$ 437,160
Term (years):	10.17	Less Reduced Rate Urban Renewal Value:	-
Current Market Rates Plus:	-	Net Assessed Value (Bonds Approved Before 2001):	\$ 437,160

Summary		Structuring Assumptions			
Par Amount:	\$ 4,000,000	<u>AV Growth</u>		<u>Tax Collections<sup>(1)</sup></u>	
Estimated Premium:	-	2022	2.00%	2022	92.0%
Estimated COI:	(77,823)	2023	2.50%	2023	92.0%
Net Proceeds:	\$ 3,922,177	2024	2.75%	2024	97.0%
Total Interest Cost:	\$ 411,376	2025	3.00%	2025	97.0%
Interest Cost as a Percent of Proceeds:	10%	Thereafter	3.00%	Thereafter	97.0%

Fiscal Year Ending 6/30	AV for New Bond Levies (000s)	Estimated Debt Service Requirements			Projected Levy Rates <sup>(1)</sup> \$/ \$1,000 AV		
		Total Prior Debt	New Bonds	FY Total	Prior Debt <sup>(2)</sup>	New Bonds	Combined Levy Rate
2021	\$ 437,160	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2022	445,904	-	370,400	370,400	-	0.90	0.90
2023	457,051	-	380,294	380,294	-	0.90	0.90
2024	469,620	-	411,952	411,952	-	0.90	0.90
2025	483,709	-	423,988	423,988	-	0.90	0.90
2026	498,220	-	436,722	436,722	-	0.90	0.90
2027	513,166	-	450,136	450,136	-	0.90	0.90
2028	528,561	-	463,214	463,214	-	0.90	0.90
2029	544,418	-	476,957	476,957	-	0.90	0.90
2030	560,751	-	491,346	491,346	-	0.90	0.90
2031	577,573	-	506,366	506,366	-	0.90	0.90
		\$ -	\$ 4,411,376				

(1) Includes estimated delinquencies. Beginning in FY 2024 assumes collection year delinquencies will be offset by back tax collections.

(2) 2020 prior debt rate shown is actual rate levied.

**Corbett School District No. 39**  
**Projected Debt Service Schedule**  
**\$4,000,000**  
**General Obligation Bonds, Series 2021**  
**10.17 Year Issue**

Payment Date	Principal	Coupon	Interest	Total Debt Service	FY Total	Estimated (1) Delinquencies	Estimated (2) Amount to Levy
12/15/2021			\$ 44,800	\$ 44,800	\$ -	\$ -	\$ -
06/15/2022	292,000	1.68%	33,600	325,600	370,400	32,209	402,609
12/15/2022			31,147	31,147			
06/15/2023	318,000	1.68%	31,147	349,147	380,294	33,069	413,363
12/15/2023			28,476	28,476			
06/15/2024	355,000	1.68%	28,476	383,476	411,952	12,741	424,693
12/15/2024			25,494	25,494			
06/15/2025	373,000	1.68%	25,494	398,494	423,988	13,113	437,101
12/15/2025			22,361	22,361			
06/15/2026	392,000	1.68%	22,361	414,361	436,722	13,507	450,228
12/15/2026			19,068	19,068			
06/15/2027	412,000	1.68%	19,068	431,068	450,136	13,922	464,058
12/15/2027			15,607	15,607			
06/15/2028	432,000	1.68%	15,607	447,607	463,214	14,326	477,541
12/15/2028			11,978	11,978			
06/15/2029	453,000	1.68%	11,978	464,978	476,957	14,751	491,708
12/15/2029			8,173	8,173			
06/15/2030	475,000	1.68%	8,173	483,173	491,346	15,196	506,543
12/15/2030			4,183	4,183			
06/15/2031	498,000	1.68%	4,183	502,183	506,366	15,661	522,027
<b>Total</b>	<b>\$ 4,000,000</b>		<b>\$ 411,376</b>	<b>\$ 4,411,376</b>	<b>\$ 4,411,376</b>	<b>\$ 178,495</b>	<b>\$ 4,589,871</b>

(1) Beginning in FY 2023 assumes collection year delinquencies will be offset by back tax collections.

(2) Actual levy amount should be calculated annually based on County's current delinquency rates, actual debt service requirements and debt service fund balance, if any.

## Update on Goals 2020-2021

(January updates in blue; May updates in green)

### **1. Maintain or increase CHS on-time graduation rate of 90% (Source: ODE) during a pandemic.**

*Recently, Corbett SD received notification that it has been awarded the HB3499 Sustainability Grant in the amount of \$60,850 through June 2021 in order to advance the Oregon equity lens and a focus on culturally responsive professional development for staff/administrators. This grant will provide funding for the following as a continuation of the original HB 3499 EL Action Plan: 24 teachers will attend two virtual TCRWP Institutes (e.g. 10 teachers, 5 administrators, 1 ELD teacher, 4 special educators, and 4 para educators K-12) during the remainder of this school year. The TCRWP training utilizes an equity lens and will also enhance instructional practices within the full inclusion model at Corbett SD.*

*Transcript reviews are ongoing for juniors and seniors. Gradpoint credit-recovery has been set up for all students who need credit. Family phone calls and zoom meetings have been held for all students in danger of not graduating. However, some students who are credit-deficient are also struggling in maintaining passing grades in the CDL format.*

*Cathy Noles updated/rewrote and received Youth Transition Program (YTP) grant dollars for \$52,000 through June 2021. Four students are currently employed and/or engaged in apprenticeships with community partners (e.g. Sugar Pine, Going Gaming, Spruce Gifts). The grant also includes supporting Corbett SD students in employment activities including life skills, work attire, and prepping for college/trades programs.*

*Ms. Noles is updating Summer Works Grant, (amount around \$35,000) to implement in Summer of 2021, collaborating with local businesses on employment/ internships for 10 Corbett Students.*

*Since our return to in-person learning, we have had a focus group for students in danger of not graduating.*

*CHS currently has 70 of 77 students that are on track to graduate, though some of those could slip back in these last couple weeks. If that number holds, we will have a graduation rate of 91%, a slight improvement over last year.*

### **2. Relocate Corbett Middle School and District Office by June 30, 2022.**

*Mr. Wold, Deputy Clerk Robin and Finance Manager Cindy have worked with our financial institution to set up sale of the bond. A Bond Oversight Committee was formed and will meet in February. A timeline will developed by the architects once the plans are finalized.*

*The bond has sold, the project team is meeting every-other Friday, the project is looking to be on time and on budget at this point. The Bond Oversight Committee met in February and is meeting quarterly.*

### **3. More closely align staff practices and district policies.**

*Mr. Wold attended the Oregon School Law Conference December 3<sup>rd</sup> and 4<sup>th</sup>. Identification of policies and practices that are not aligned and related staff communication are ongoing. The largest efforts thus far have been in the areas of staff evaluation and student supports. Recommendations for policy revision are set for this spring and summer.*

*Most of this work the last couple months has been in establishing policies and practices that are consistent between the four schools.*

*Revised policies will be submitted in blocks over the next five months, starting with this May meeting.*

### **4. Study staffing levels and create a plan to align staffing with district goals.**

*This staffing study has been completed and is attached. In addition to comparing Corbett staffing with the Oregon Model d by the ESD, our staffing was compared to the average for school districts our size and to our District Continuous Improvement Plan and Student Investment Account goals.*

*The staffing levels presented in the budget that was approved by the Budget Committee bring the district closer to alignment with district goals as established during the 2019-20 school year through extensive stakeholder engagement. we are currently in the process of hiring the people most capable of moving us forward in student outcomes.*

### **5. Measure student climate on discrimination, including bias incidents, and associated mental wellness.**

*The high school leadership team, (Jenny Radulesk, Cassie Duprey, and Kathy Childress) attended a video conference with the Youth Truth representative. They shared some of the data at a staff meeting and at a principal chat in December, and will continue to analyze the data to inform decisions. They specifically began with sharing data about teacher-student relationships, and communication with parents. They have not dug deeply into the survey results, as they have been heavily engaged in re-designing instruction and providing support in CDL*

*For the Grade School, the Youth Truth Survey provided feedback a low was the level of family engagement. When looking closely at the data we find that the level of engagement for white families is consistently higher than the level of our multi-racial families. The data was similar regarding how well informed the families felt, and whether or not they felt they were empowered to play a meaningful role in decision making. In the future, we will better communicate to all of our families, especially those who are multi-racial. We also need to include our multi-racial families when soliciting input regarding decisions.*

*The SWORD (Students Wiping Out Racial Discrimination) group was formed in November 2020, led by HS counselor Helen Leedom. They developed their own student survey that was implemented in December. In addition, Youth Truth data will be shared with them. They meet weekly on Wednesdays. As the group develops an identity, they will move forward in making changes in areas of identified concern.*

*Middle school YTS results included being on the 93rd percentile for students believing their school fosters a culture of respect and fairness, the 87th percentile for students feeling they have welcoming and collaborative peer relationships, and on the 98th percentile for students feeling that they have the support and personal attention from teachers.*

*The middle School ranked better than typical Oregon schools in survey areas related to discrimination, equity and bias. However, they ranked lower in diverse backgrounds represented in books, artwork, posters, pictures, presentations, and other publications. Staff has set a goal to increase diverse novels in our classroom libraries and in our class read alouds.*

*At CGS, the staff continues to see that the children have an increased need for emotional and social support (SEL). To provide this, the staff has established small groups to engage all students, scheduled virtual time lunch gatherings so that kids can just talk with other kids, or scheduled extra meetings above and beyond their regular classroom schedules. In addition, they have made a huge effort to reach out to our families that are most impacted by CDL.*

*On the Youth Truth Survey CAPS ranked in the 99th percentile for both Culture and Relationships. 93% of parents felt Teachers and Students care about each other. This is outstanding.*

*We have kept equity at the center of our discussions at Cabinet meetings as we plan for next year, and have included equity questions in our interview process as we hire for the future. However, we have made little progress towards creating a spreadsheet and/or narrative regarding bias/discrimination incidents.*

## **FEES**

### **2019-20 MEAL PRICES (same since 2013-14 school year)**

GS/MS/HS breakfast: \$2.10, Adults \$2.60

Grade School K-5 lunch: \$3.35

Middle School 6th-8th lunch: \$3.60

High School 9th-12th lunch: \$3.85

Additional milk prices are .50 cents for students and .55 cents for adults.

Adult lunches \$4.85

### **2019-20 ACTIVITY CARD PRICES (same since 2011-12 school year)**

Middle School: \$30.00 (allows student into all home sports games for free, not school dances)

High School: \$40.00 (allows student into all home sports games for free, not school dances)

### **2018-19 SPORTS FEES (same since 2016-17 school year)**

Regular lunch            High School (per sport) \$225.00  
                                 Middle School (per sport) \$175.00

Reduced lunch    High School (per sport) \$115.00  
                                 Middle School (per sport) \$90.00

Free lunch    High School (per sport) \$60.00  
                                 Middle School (per sport) \$45.00

*\*\*A reminder that any delinquent registration sports fees must be paid before you can complete your registration for the next sport.*

Prepared for: Carrie Evans, Corbett School District

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2021 Transit-350 Passenger RWD Medium Roof Van 148" WB XL (X2C)

Price Level: 115

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**Client Proposal**

Prepared by:  
SHARON TUCKER  
Office: 503-282-7773  
Quote ID: CrbSD21X2C  
Date: 05/13/2021



**Prepared for: Carrie Evans**

Corbett School District

Prepared by: SHARON TUCKER

05/13/2021



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

**2021 Transit-350 Passenger RWD Medium Roof Van 148" WB XL (X2C)**

Price Level: 115 | Quote ID: CrbSD21X2C

**As Configured Vehicle**

Code	Description	MSRP	Invoice
<b>Base Vehicle</b>			
X2C	Base Vehicle Price (X2C)	\$43,145.00	\$40,988.00
<b>Packages</b>			
301A	Order Code 301A <i>Includes:</i> - Engine: 3.5L PFDi V6 Flex-Fuel Includes port injection. - Transmission: 10-Spd Automatic w/OD & SelectShift Includes auxiliary transmission oil cooler. - 3.73 Axle Ratio - GVWR: 9,250 lbs - Tires: 235/65R16C 121/119 R AS BSW - Radio: AM/FM Stereo Includes 4.0" multi-function display, Bluetooth and dual USB ports. - 8 Speakers (4 Front/4 Rear)	N/C	N/C
<b>Powertrain</b>			
998	Engine: 3.5L PFDi V6 Flex-Fuel <i>Includes port injection.</i>	Included	Included
44U	Transmission: 10-Spd Automatic w/OD & SelectShift <i>Includes auxiliary transmission oil cooler.</i>	Included	Included
X73	3.73 Axle Ratio	Included	Included
STDGV	GVWR: 9,250 lbs	Included	Included
<b>Wheels &amp; Tires</b>			
STDTR	Tires: 235/65R16C 121/119 R AS BSW	Included	Included
64H	Wheels: 16" Steel w/Full Silver Cover	\$35.00	\$32.00
<b>Seats &amp; Seat Trim</b>			
21P	Dark Palazzo Gray Vinyl Bucket Seats w/Armrests <i>Deletes driver lumbar support. Includes 2-way manual driver seat and 2-way manual passenger seat.</i>	N/C	N/C
V	Vinyl Front Bucket Seats	N/C	N/C

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for: Carrie Evans**

Corbett School District

Prepared by: SHARON TUCKER

05/13/2021



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

**2021 Transit-350 Passenger RWD Medium Roof Van 148" WB XL (X2C)**

Price Level: 115 | Quote ID: CrbSD21X2C

**As Configured Vehicle (cont'd)**

Code	Description	MSRP	Invoice
96V	8-Passenger Seats <i>Includes 1st row: 2 seats, 2nd row: 3 seats and 3rd row: 3 seats. 4 seats are removed, but seat attachment points are still present.</i>	-\$340.00	-\$310.00

**Other Options**

PAINT	Monotone Paint Application	STD	STD
148WB	148" Wheelbase	STD	STD
18P	50/50 Hinged Rear Door w/253-Degree Opening	\$75.00	\$69.00
66D	Front Overhead Shelf	\$75.00	\$69.00
53K	Modified Vehicle Wiring System <i>Includes modified vehicle connections for customized wiring harness provisions.</i>	\$75.00	\$69.00
58U	Radio: AM/FM Stereo <i>Includes 4.0" multi-function display, Bluetooth and dual USB ports. Includes: - 8 Speakers (4 Front/4 Rear)</i>	Included	Included
63E	Dual AGM Batteries (70 Amp-hr Each)	\$295.00	\$269.00

**Fleet Options**

942	Daytime Running Lights <i>Requires valid FIN code. Provides enhanced vehicle visibility during daylight conditions.</i>	\$45.00	\$41.00
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**Emissions**

425	50-State Emissions System	STD	STD
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**Interior Color**

VK_03	Dark Palazzo Gray	N/C	N/C
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**Exterior Color**

YZ_01	Oxford White	N/C	N/C
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**Upfit Options**

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for: Carrie Evans**

Corbett School District

Prepared by: SHARON TUCKER

05/13/2021



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

**2021 Transit-350 Passenger RWD Medium Roof Van 148" WB XL (X2C)**

Price Level: 115 | Quote ID: CrbSD21X2C

**As Configured Vehicle (cont'd)**

<b>Code</b>	<b>Description</b>	<b>MSRP</b>	<b>Invoice</b>
Q196293a	<p>Wheelchair Conversion</p> <p><i>MobilityWorks PACKAGE E INCLUDES: Base 9-Rail SmartFloor layout; black Altro floor covering; (1) AMF Bruns 4-button wheelchair securement systems w/ retractable lap/shoulder belts; L-Track mounted on headliner for shoulder belts; first aid kit; 5 lb. fire extinguisher; triangle reflector kit; REAR-mounted Braun Century series model 919 NHTSA-compliant wheelchair lift; seal floor to walls; ADA decals; (1) one-passenger 3PT seats w/ SmartFloor seat base; emergency exit &amp; no smoking decals, detail, inspection and certification.</i></p> <p><i>4 Freedman one (1) passenger forward-facing seat w/ three-point lap/shoulder belts - SmartFloor leg system w/ wheels</i></p> <p><i>Additional AMF Burns 4-point retractable wheelchair tiedown system, with manual lap &amp; shoulder restraints (LEVEL 3)</i></p> <p><i>Stanchion Poles Side Cargo Doors "B" Pillar</i></p> <p><i>Replace OEM Lower Exterior Trim with Step Toe Plate</i></p> <p><i>Expanded Metal steel short step (Driver or Passenger) 7" Step Surface</i></p> <p><i>Expanded Metal steel Full Passenger Step 7" Step Surface</i></p> <p><i>Window Tint</i></p> <p><i>Back-up alarm</i></p> <p><i>Braun Lift Safety Belt</i></p> <p><i>2 TRANSIT WORKS SMART FLOOR SEAT, STREET SIDE / CENTER</i></p> <p><i>-1 SET OF 4 SILVER SERIES RETRACTABLE RESTRAINTS, INCLUDES LAP &amp; AUTOMATIC SHOULDER BELTS, TOP MOUNT FOR SHOULDER IS L TRACK (removes one of the two wheelchair securements that come in the package)</i></p>	\$28,622.00	\$28,622.00
<b>SUBTOTAL</b>		<b>\$72,027.00</b>	<b>\$69,849.00</b>
<b>Destination Charge</b>		<b>\$1,695.00</b>	<b>\$1,695.00</b>
<b>TOTAL</b>		<b>\$73,722.00</b>	<b>\$71,544.00</b>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for: Carrie Evans**

Corbett School District

Prepared by: SHARON TUCKER

05/13/2021



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

**2021 Transit-350 Passenger RWD Medium Roof Van 148" WB XL (X2C)**

Price Level: 115 | Quote ID: CrbSD21X2C

**Pricing Summary - Single Vehicle**

	<b>MSRP</b>
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$43,145.00
Options	\$260.00
Colors	\$0.00
Upfitting	\$28,622.00
Fleet Discount	\$0.00
Destination Charge	\$1,695.00
<b>Subtotal</b>	<b>\$73,722.00</b>

*Pre-Tax Adjustments*

<b>Code</b>	<b>Description</b>	<b>MSRP</b>
VCAF	As per state contract #5549.	\$0.00
Delivery	Delivery per contract \$2.25 per mile after 60.	\$0.00
Govt Disc	Government discount	-\$11,091.25
FromStock	For vehicles being quoted from dealer inventory	\$750.00
<b>Subtotal</b>		<b>\$63,380.75</b>

*Sales Taxes*

<b>Code</b>	<b>Description</b>	<b>MSRP</b>
CAT	Corporate Activity Tax	\$237.68
<i>Estimated CAT tax (gross receipts tax) in effect 1/1/20.</i>		
Oregon Tax	Oregon Privilege Tax	\$316.90
<i>Oregon Privilege Tax for all new vehicles and any used vehicles with less than 7500 miles that have not previously been registered in Oregon.</i>		
<b>Subtotal</b>		<b>\$63,935.33</b>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for: Carrie Evans**

Corbett School District  
Prepared by: SHARON TUCKER  
05/13/2021



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |  
972182995

**2021 Transit-350 Passenger RWD Medium Roof Van 148" WB XL (X2C)**

Price Level: 115 | Quote ID: CrbSD21X2C

## Pricing Summary - Single Vehicle

### Post-Tax Adjustments

Code	Description	MSRP
CAT Doc 75	Adjustment for CAT on \$75 Doc fee	\$0.29
	<i>CAT tax adjustment for doc fee. Tax is to be collected for document processing fee.</i>	
E-Doc	Doc fee for E-Plates	\$75.00
	<i>Doc fee for processing E-Plates</i>	
E-RegPlate	Plate and registration for E-Plates	\$29.50
	<i>\$24.50 Plate fee \$5.00 Registration</i>	
Title-19	Title fee for vehicles getting 0-19 MPG avg	\$98.00
<b>Subtotal</b>		<b>\$64,138.12</b>
<b>Total</b>		<b>\$64,138.12</b>

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



# Corbett School District 39

Code: AB  
Adopted: 10/16/97  
Orig. Code(s): AB

## The People and Their School District

(OSBA has removed this policy from its samples)

The Board believes: (a) the public schools belong to the people who created them by consent and who support them by taxation; (b) the schools are only as strong as the support received from an informed public; and (c) the support of the people must be based on knowledge and understanding of the aims and efforts of public schools.

The Board, therefore, reaffirms and declares its intent to:

- Keep district citizens regularly and thoroughly informed through communication of school system policies, programs, concerns and planning and to carry out this policy through the efforts of the Board and district staff;
- Invite the advice and counsel of people in the district, especially at open Board meetings;
- Support citizen advisory committees to consider concerns which affect the district.

END OF POLICY

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### Legal Reference(s):

[ORS 332.107](#)

# Corbett School District 39

Code: AC  
Adopted: 1/17/18  
Orig. Code(s): AC

## Nondiscrimination

The district prohibits discrimination and harassment on any basis protected by law, including but not limited to, an individual's perceived or actual race<sup>1</sup>, color, religion, sex, sexual orientation<sup>2</sup>, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, or veterans' status, or because of the perceived or actual race, color, religion, sex, sexual orientation, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, or veterans' status of any other persons with whom the individual associates.

The district prohibits discrimination and harassment in, but not limited to, employment, assignment and promotion of personnel; educational opportunities and services offered students; student assignment to schools and classes; student discipline; location and use of facilities; educational offerings and materials; and accommodating the public at public meetings.

The Board encourages staff to improve human relations within the schools, to respect all individuals and to establish channels through which patrons can communicate their concerns to the administration and the Board.

The superintendent shall appoint and make known the individuals at the district to contact on issues concerning the Americans with Disabilities Act of 1990 and Americans with Disabilities Act Amendments Act of 2008 (ADA), Section 504 of the Rehabilitation Act of 1973, Titles VI, Title and VII if the Civil Rights Act, Title IX of the Education Amendments of 1972, and other civil rights or discrimination issues<sup>3</sup>, and notify students, parents, and staff with their names, office addresses, and phone numbers. The district will publish complaint procedures providing for prompt and equitable resolution of complaints from students, employees and the public, and such procedures will be available at the district's administrative office and available on the home page of the district's website.

The district prohibits retaliation and discrimination against an individual who has opposed any discrimination act or practice; because that person has filed a charge, testified, assisted or participated in an investigation, proceeding or hearing; and further prohibits anyone from coercing, intimidating, threatening or interfering with an individual for exercising any rights guaranteed under state and federal law.

END OF POLICY

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<sup>1</sup> Includes discriminatory use of a Native American mascot pursuant to OAR 581-021-0047.

<sup>2</sup> "Sexual orientation" means an individual's actual or perceived heterosexuality, homosexuality, bisexuality or gender identity, regardless of whether the individual's gender identity, appearance, expression or behavior differs from that traditionally associated with the individual's sex at birth.

<sup>3</sup> Districts are required to notify students and employees of the name, office address and telephone number of the employee or employees appointed.

**Legal Reference(s):**

[ORS 174.100](#)  
[ORS 192.630](#)  
[ORS 326.051\(1\)\(e\)](#)  
[ORS 408.230](#)  
[ORS 659.805](#)  
[ORS 659.815](#)  
[ORS 659.850 - 659.860](#)  
[ORS 659.865](#)  
[ORS 659.870](#)  
[ORS 659A.003](#)

[ORS 659A.006](#)  
[ORS 659A.009](#)  
[ORS 659A.029](#)  
[ORS 659A.030](#)  
[ORS 659A.040](#)  
[ORS 659A.103 - 659A.145](#)  
[ORS 659A.230 - 659A.233](#)  
[ORS 659A.236](#)  
[ORS 659A.309](#)  
[ORS 659A.321](#)

[ORS 659A.409](#)  
[OAR 581-002-0001 – 002-0005](#)  
[OAR 581-021-0045](#)  
[OAR 581-021-0046](#)  
[OAR 581-021-0047](#)  
[OAR 581-022-2310](#)  
[OAR 581-022-2370](#)  
[OAR 839-003](#)

Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2012).  
Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-633 (2012); 29 C.F.R Part 1626 (20178).  
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12112 (2012); 29 C.F.R. Part 1630 (2018); 28 C.F.R. Part 35 (2018).  
Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2012).  
Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 793-794 (2012); 34 C.F.R. Part 104 (2018).  
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2012); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2018).  
Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2012); 28 C.F.R. §§ 42.101-42.106 (2018).  
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2012); 29 C.F.R. § 1601 (2018).  
Wygant v. Jackson Bd. of Educ., 476 U.S. 267 (1989).  
Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2012).  
The Vietnam Era Veterans’ Readjustment Assistance Act of 1974, 38 U.S.C. § 4212 (2012).  
Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff-1 (2012).

# Corbett School District 39

Code: AC-AR  
Reviewed: 1/17/18  
Revised/Readopted:  
Orig. Code(s): AC-AR

## Discrimination Complaint Procedure

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

Step 1: Complaints may be oral or in writing and must be filed with the principal. Any staff member that receives a written or oral complaint shall report the complaint to the principal. The principal shall investigate and determine the action to be taken, if any, and reply in writing, to the complainant within 10 school days of receipt of the complaint.

~~Any staff member that receives a written or oral complaint shall report the complaint to the principal.~~

Step 2: If the complainant wishes to appeal the decision of the principal, he/she the complainant may submit a written appeal to the superintendent or designee within five school days after receipt of the principal's response to the complaint.

~~The superintendent or designee may shall~~ review the principal's decision within [fiveeight] school days and may meet with all parties involved. The superintendent or designee will review the merits of the complaint and the principal's decision. The superintendent or designee and will respond in writing to the complainant within 10 school days.

Step 3: If the complainant is not satisfied with the decision of the superintendent or designee, a written appeal may be filed with the Board within five school days of receipt of the superintendent's or designee's response to Step 2. The Board may decide to hear or deny the request for appeal at a Board meeting. If the Board decides to hear the appeal, the Board may meet with the concerned parties and their representative at the next regular or special Board meeting. The Board's decision will be final and will address each allegation in the complaint and contain reasons for the Board's decision. A copy of the Board's final decision shall be sent to the complainant in writing or electronic form within 10 days of this meeting.

If the principal is the subject of the complaint, the individual may start at step 2 and should file a complaint with the superintendent or designee.

If the superintendent is the subject of the complaint, the complaint may start at step 3 and should be referred to the Board chair. The Board may refer the investigation to a third party.

Complaints against the Board as a whole or against an individual Board member, may start at step 3 and should be made to the Board chair and may be referred to district counsel. Complaints against the Board chair may start at step 3 and be made directly to district counsel or Board vice chair.

~~Timelines may be extended based upon mutual consent of both parties in writing.~~

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

If the complainant, is a person who resides in the district, is a parent or guardian of a student who attends school in the district or is a student, is not satisfied after exhausting local complaint procedures or 90 days, whichever occurs first, he/she may appeal in writing to the Superintendent of Public Instruction under Oregon Administrative Rule (OAR) 581-021-0049, the district fails to render a written decision within 30 days of submission of the complaint at any step or fails to resolve the complaint within 90 days of the initialing filing of the complaint, may appeal<sup>1</sup> the district's final decision to the Deputy Superintendent of Public Instruction under Oregon Administrative Rules (OAR) 581-002-0001 – 581-002-0023.

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<sup>1</sup> An appeal must meet the criteria found in OAR 581-002-0005(1)(a).

**DISCRIMINATION COMPLAINT FORM**

\_\_\_\_\_  
Name of Person Filing Complaint                      Date                      School or Activity

Student/Parent  Employee  Nonemployee  (Job applicant) Other  \_\_\_\_\_

- Type of discrimination:     Race                                       Color                                       Religion  
    Sex     National Origin                       Disability  
    Marital Status                       Age     Sexual Orientation  
    Other \_\_\_\_\_

Student/Parent  Employee  Job applicant  Other  \_\_\_\_\_

Type of discrimination:

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Who should we talk to and what evidence should we consider? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Suggested solution/resolution/outcome: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This complaint form should be mailed or submitted to the principal.

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

# Corbett School District 39

Code: ACA  
Adopted: 10/16/97  
Orig. Code(s): ACA

## Americans with Disabilities Act

The district is committed to maintaining equitable employment practices, services, programs and activities that are accessible and usable by qualified individuals with disabilities.

The Board directs the superintendent to develop and implement an appropriate plan that provides for district compliance with the Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendments Act of 2008.

Retaliation is prohibited against anyone who files a complaint of discrimination, participates in a Office of Federal Contract Compliance Program proceeding or otherwise opposes discrimination under federal or state laws.

END OF POLICY

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### Legal Reference(s):

Rehabilitation Act of 1973, 29 U.S.C. §§ 503, 791, 793-794 (2010).  
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 (2010).  
Chevron U.S.A. Inc. v. Echazabal, 536 U.S. 73 (2002).  
Americans with Disabilities Act Amendments Act of 2008.

# Corbett School District 39

Code: ACA-AR(1)  
Revised/Reviewed: 2/21/07  
Orig. Code(s): ACA-AR(1)



## Americans with Disabilities Act (Version 1)

(see current version)

In compliance with the Americans with Disabilities Act, the following procedures shall be followed:

### Compliance Officer

- I. An administrator shall be designated as the district's ADA compliance officer. The compliance officer will:
  - A. Coordinate the district's ADA responsibilities and compliance efforts;
  - B. Make available to all interested individuals the name, office address and telephone number of the district ADA compliance officer;
  - C. Investigate any complaint alleging noncompliance or actions prohibited under the ADA;
  - D. Administer the district's ADA grievance procedure to provide for the prompt investigation and equitable resolution of complaints.

### Self Evaluation

- II. A self-evaluation<sup>1</sup> study shall be completed to include:
  - A. An evaluation of all current Board policies and practices to ensure district compliance with the requirements of the ADA;
  - B. A description of areas examined and identification of any barriers to accessibility and usability by qualified individuals with disabilities;
  - C. An opportunity for interested persons, including individuals with disabilities or organizations representing individuals with disabilities to participate in the self-evaluation study by submitting comments;
  - D. A plan(s) for the removal of any identified barrier and/or modification of Board policies and practices necessary to ensure ADA compliance;
  - E. A description of any modification made.

Self-evaluation records will be maintained and available for public inspection for at least three years. The records will include a list of interested persons consulted, a description of the areas examined and the problems identified and a description of any modifications made.



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<sup>1</sup>If self-evaluation and/or transition plan requirements of Section 504 of the Rehabilitation Act of 1973 have been completed, these requirements apply only to the employment practices, services, programs and activities not included in the previous self-evaluation and/or transition plan.

## Transition Plan

- III. A transition plan\* shall be developed to address any structural changes required to achieve employment practices, services, programs and activities accessibility to include:
- A. An opportunity for interested persons, including individuals with disabilities or organizations representing individuals with disabilities to participate in the development of the transition plan by submitting comments;
  - B. An identification of physical obstacles in facilities that limit accessibility to individuals with disabilities;
  - C. A description in detail of the methods that will be used in removing barriers and making facilities accessible and/or steps and schedule necessary to complete the identified changes;
  - D. An identification of the official responsible for implementation of the plan;
  - E. An identification of steps that will be taken during each year of the transition period if longer than one year. Structural changes required will be made as expeditiously as possible

## Services, Programs, Activities Accessibility

- IV. All district services, programs and activities shall be readily accessible to and usable by individuals with disabilities. In order to achieve accessibility, structural and non-structural methods such as the acquisition or redesign of equipment, assignment of aides to beneficiaries and the provision of services at alternate accessible sites will be considered. Final decision of an appropriate method of providing program accessibility will be determined by the district in accordance with the provisions of the ADA:
- A. Physical changes to an existing building, acquisition or construction of additional facilities will be required only when there is no other feasible way to make the services, programs or activities accessible;
  - B. Priority will be given to the method that results in the most integrated setting to encourage interaction among all users of the services, programs or activities, including individuals with disabilities;
  - C. No action will be taken that would fundamentally alter the services, programs or activities or result in undue financial or administrative burden to the district. Any such determination will take place as follows:
    - 1. The decision will be made by the superintendent or his/her designee;
    - 2. All resources available for use in the funding and operation of the services, programs or activities will be considered;
    - 3. A written statement of the reasons for reaching such decision will be maintained on file;
    - 4. The district will take other action appropriate to ensure that individuals with disabilities receive the benefits of such services, programs and activities that would not result in such alteration or burden as determined by the district.

## Position Descriptions

- V. Position descriptions shall be maintained and provided in oral, written and/or videotaped form, reviewed and revised annually as needed to include:
- A. All essential job functions. Essential job functions are those job duties that include, but are not limited to, the following:

1. The function is essential because the reason the position exists is to perform that function;
  2. The function is essential because of the limited number of employees available among whom the performance of that job function can be distributed;
  3. The function is so specialized that the incumbent is hired for his/her expertise or ability to perform the particular function.
- B. Physical, mental and emotional skills for each position as appropriate, and only to the extent such skills are in fact required and in practice;
  - C. Vocational and/or educational preparation requirements;
  - D. Attendance standards;
  - E. A statement that new position descriptions supersede prior descriptions for the position. All past and present position descriptions that do not reflect current requirements of the position are rescinded;
  - F. A statement on position descriptions, "I have read this position description and agree with its contents.";
  - G. A provision for current employee signature and the date the position description was signed.

### Job Posting

- VI. Job postings shall be reviewed to ensure:
  - A. All postings contain appropriate notice of the district's responsibilities under the ADA. For example:
    1. "The Corbett School District, in support of employment practices free of barriers to individuals with disabilities and in compliance with the Americans with Disabilities Act of 1990, provides reasonable accommodations necessary upon request and appropriate notice. For further information or assistance, contact the district office at (503)695-3612. Speech/Hearing impaired persons may reach the district through the Oregon Telecommunications Relay Service by dialing 1-800-735-2900."

OR

"Reasonable accommodations for the application and interview process will be provided upon request and as required in accordance with the Americans with Disabilities Act of 1990. Individuals with disabilities may contact the district office at (503)695-3612 for additional information or assistance. Speech/Hearing impaired persons may contact the district for assistance through the Oregon Telecommunication Relay Service at 1-800-735-2900."
  - B. All postings eliminate any discriminatory references;
  - C. All job advertisements provide, in addition to a telephone number to which applicants may apply for additional information, an address and/or TDD (telecommunications device for the deaf) or Oregon Telecommunication Relay Service phone number for the hearing impaired.

### Job Application Forms

- VII. Job application forms shall be reviewed and revised as appropriate to include:
  - A. Notice of the district's responsibilities under the ADA (see job posting notice);
  - B. A statement asking applicant whether he/she requires any reasonable accommodation for the hiring process. The hiring process may include, for example, an interview, a timed written test or job demonstration;

C. A request for applicant to provide documentation verifying the need for a reasonable accommodation, if deemed necessary by the district;

D. The elimination of any health questions such as:

1. Have you ever had or been treated for any of the following conditions or diseases (followed by a checklist)?
2. Please list any conditions or diseases for which you have been treated in the past three years.
3. Have you ever been hospitalized? If so, for what condition?
4. Have you ever been treated by a psychiatrist or a psychologist? If so, for what condition?
5. Have you ever been treated for any mental or emotional condition?
6. Is there any health-related reason that may prevent you from performing the job for which you are applying?
7. Have you had a major illness in the past five years?
8. How many days were you absent from work last year because of illness?
9. Do you have any physical defects which prevent you from performing certain kinds of work? If yes, describe such defects and specific work limitations.
10. Do you have any disabilities or impairments which may affect your performance in the position for which you are applying?
11. Are you taking any prescribed drugs?
12. Have you ever been treated for drug addiction or alcoholism?
13. Have you ever filed for workers' compensation benefits or had a work-related injury?

## Job Interview Procedures

VIII. Job interview procedures shall be reviewed to ensure:

- A. Physical and/or other barriers in the interview setting have been eliminated. The availability of accessible locations and accessible formats, such as a reader, Braille, audio recordings, written materials, sign language and interpreters for individuals with vision and hearing impairments and personal assistance for individuals with manual impairments have been considered as appropriate;
- B. Questions relating to the health of the applicant, the applicant's disabilities and work-related injuries and benefits have been eliminated.
- C. Applicant's previous work history will be ascertained without reference to the applicant's disability. The specifics of prior job functions and the applicant's ability to perform those specific functions may be discussed;
- D. Requirements that an applicant describe or demonstrate how he/she would perform any or all job functions are required for all applicants in that job category. A particular applicant may be asked to describe or demonstrate how he/she would perform the job only when the district reasonably believes the applicant will not be able to perform a job function because of a known disability. The applicant's disability would be "known" either because it is obvious or because the applicant has voluntarily disclosed that he/she has a hidden disability;
- E. Questions related to the applicant's need to leave work to receive treatment or how often leave may be necessary as a result of a disability have been eliminated. However, regular work hours, leave policies and attendance requirements may be explained and applicant asked if he/she will be able to meet those requirements. The district may ask about an applicant's prior attendance record (for example, how many days the applicant was absent from his/her last job). The district may also ask questions designed to detect whether an applicant abused his/her leave (for example, "How many Mondays or Fridays were you absent last year on leave

other than approved vacation leave?") At the pre-offer stage, the district may not ask how many days an applicant was sick;

- E. Questions relating to applicant's current illegal use of drugs are not likely to elicit information about an applicant's lawful drug use, unless the district administers a test for illegal use of drugs and the applicant tests positive for illegal drug use. In such cases, the district may validate the test results by asking about lawful drug use or possible explanations for the positive result other than the illegal use of drugs;
- G. Questions relating to an applicant's prior illegal drug use are not likely to elicit information about a disability. The district may ask, for example, whether the applicant has ever used illegal drugs, when was the last time he/she used illegal drugs or if he/she has used illegal drugs in the last six months. The district will not ask questions about whether the applicant was a past drug addict. These questions are impermissible at the pre-offer stage;
- H. Questions relating to an applicant's drinking habits are not likely to elicit information related to how much alcohol an applicant drinks or whether he/she has participated in an alcohol rehabilitation program. The district may ask, for example, whether the applicant drinks alcohol or whether he/she has been arrested for driving under the influence;
- I. Questions relating to an applicant's arrest or conviction record have been included;
- J. Selection and administration of employment tests will take place in a manner that leads to test results that accurately reflect the skills, aptitudes and whatever factors the tests purport to measure, rather than the impaired sensory, manual or speaking skills of the test subjects. Performance of any non-essential skills during any testing will not be allowed;
- K. Physical agility/physical fitness tests if required, will be specifically job related and administered to all applicants in a job category selected for interviews;
- L. Applicant provides medical certification that he/she can safely perform a physical agility or physical fitness test when required by the district;
- M. Applicant assumes responsibility and releases the district of liability for injuries incurred in performing physical agility/physical fitness test required by the district;
- N. Applicant requests for reasonable accommodations in testing will be allowed for qualified individuals with a disability:
  - 1. Tests or exercises will be postponed as needed so that a reasonable accommodation can be provided;
  - 2. Modified tests or exercises will be provided unless such accommodation would change the measurement of the essential job function being tested (i.e., provide reader to assist with written test unless ability to read is essential job skill);
- O. Drug screening tests, if required, will be administered to all applicants in a job category selected for interviews;
- P. Pre-employment offer medical examinations shall not be conducted.

## Reference Check Procedures

- IX. Reference check procedures shall be reviewed to ensure:
  - A. Reference checks will be conducted on all applicants in a job category who meet the job requirements and are selected for interviews. Careful and complete notes will be taken and maintained. District officials conducting reference checks:
    - 1. Before making a conditional offer of employment, may not ask previous employers or other sources about an applicant's:
      - a. Disability;
      - b. Illness;
      - c. Workers' Compensation history;

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- d. Other questions that the district itself may not ask of the applicant.
2. May ask a previous employer or other sources about the applicant's:
  - a. Job functions and tasks performed;
  - b. The quality and quantity of work performed;
  - c. How the job functions were performed;
  - d. Other job related issues that do not relate to disability.

## Job Offers

- X. The process for all job offers shall be reviewed to ensure:
  - A. Job offers will be made to the most qualified applicant who with or without a reasonable accommodation can perform the essential functions of the job. The district will adhere to the following job offer procedures:
    1. The successful applicant will be informed of medical examination and/or medical history requirements after an offer of employment has been made and before the applicant begins his/her employment duties. All entering employees in the same job category will be subjected to such medical examination and/or medical history requirements. An individual's Workers' Compensation history will be included in all such medical history inquiries;
    2. The successful applicant will be informed that the job offer may be contingent upon disability-related questions, medical examination and/or medical history inquiries;
    3. A completed medical history form and release for medical records with the successful applicant's signature and date may be required;
    4. Information obtained from medical examinations and/or medical history inquiries may be used for such purposes as:
      - a. The verification of employment history;
      - b. To screen out applicants with a history of fraudulent Workers' Compensation claims;
      - c. To provide information to state officials as required by state laws regulating Workers' Compensation and "second injury" funds;
      - d. To screen out individuals who would pose a direct threat to the health and safety of self or others in the workplace which could not be reduced to an acceptable level or eliminated by a reasonable accommodation;
    5. Reasonable accommodations will be provided if the medical examination or medical history inquiry discloses the successful applicant is a qualified individual with a disability as defined by the ADA. Reasonable accommodations will be provided by the district if such accommodation would enable the individual with a disability to perform the essential functions of the job or otherwise meet eligibility requirements. The reasonable accommodation will be established by the district. In determining the appropriate reasonable accommodation the district will:
      - a. Determine the essential functions of the job;
      - b. Consult with the individual who has the disability to determine his/her precise limitations and how they may be overcome;
      - c. Identify, with assistance of the individual with the disability, potential reasonable accommodations and assess their effectiveness;
      - d. Consider the preference of the individual with the disability, and then implement the reasonable accommodation that is most appropriate for the employee and the employer. (In order to be reasonable, an accommodation must be effective. It is

not required that the best accommodation be selected as long as the selected accommodation provides an equal opportunity to perform the job.);

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6. Reasonable accommodations considered may include:
  - a. Job restructuring;
  - b. Modified work schedules;
  - c. Job reassignment;
  - d. Making existing facilities used by employees accessible to and usable by individuals with disabilities;
  - e. Acquisitions and/or modification of work policies including:
    - (1) Qualified interpreters, note takers, transcription services, written materials, telephone handset amplifiers, assistive listening systems, telephones compatible with hearing aids, closed caption decoders, open and closed captioning, telecommunications devices for deaf persons (TDD's), videotext displays or other effective methods of making aurally delivered materials available to individuals with hearing impairments;
    - (2) Qualified readers, taped texts, audio recordings, Brailled materials, large print materials or other effective methods of making visually delivered materials available to individuals with visual impairments;
    - (3) Acquisition or modification of equipment or devices;
    - (4) Other similar services and actions for individuals with hearing, visual and/or manual impairments.
7. A determination will be made whether an accommodation is reasonable or an undue burden by considering:
  - a. Nature and cost of accommodation;
  - b. Overall financial resources of facility;
  - c. Number of persons employed;
  - d. Impact on operation of facility;
  - e. Effect on expenses and resources;
  - f. Type of operation. Composition and functions of workforce. Geographic separation, fiscal or administrative relationship of facilities.
8. The successful applicant who has been offered employment contingent on medical examination results and/or medical history inquiries will be rejected if the medical condition poses a direct threat to the health or safety of self or others in the workplace. The district shall consider whether the risk can be eliminated or reduced by a reasonable accommodation by considering the following:
  - a. The nature and severity of the potential harm to applicant or others in the workplace;
  - b. The likelihood that the potential harm will occur;
  - c. Specific risk is identified and documented;
  - d. Risk is current and not speculative or remote;
  - e. Assessment of risk is based on objective medical or factual evidence;
  - f. Medical condition is a direct threat.
9. Should an offer of employment be withdrawn because of medical examination or medical history inquiry results, the exclusionary criteria must be job related and consistent with business necessity;
10. Documentation will also include any determination that no reasonable accommodation was available that would enable the individual to perform the essential job functions or that accommodation would impose an undue hardship on the district;

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11. Medical information will be kept confidential:
- a. Medical information must not be maintained in personnel file;
  - b. Medical information will be released only to those with “need to know” and/or “need to reach in emergency situations” (i.e, immediate supervisors, etc.);
  - c. Medical information records will be maintained a minimum of one year.

## Public Notice, Communications

- XI. Notice of the district’s compliance with Section 504 of the Federal Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 shall be displayed at each district facility and provided, as necessary, in appropriate accessible formats to applicants, participants, beneficiaries, professional organizations and other interested persons to include:
- A. Pertinent provisions, duties and requirements of the ADA and its applicability to the district’s employment practices, services, programs and activities, including the duty to reasonably accommodate upon request and with advance notice. In its effort to provide communications with individuals with disabilities that are as effective as communications with others, the district will also provide the following:
    1. Individual to contact for services or questions, including office location and phone number;
    2. Notice of Equal Employment Opportunity Commission (EEOC) requirements displayed in conspicuous places for all job applicants and employees;
    3. Signage displayed at all inaccessible entrances to each of the district’s facilities directing users to accessible entrances or to location at which information can be obtained about accessible facilities;
    4. Signage displayed at all accessible entrances to the district’s facilities. The international symbol for accessibility shall be used;
    5. Appropriate auxiliary aids and services that may include:
      - a. Qualified interpreters, note takers, computer-aided transcription services, written materials, telephone handset amplifiers, assistive listening systems, telephones compatible with hearing aids, telecommunications devices for deaf persons (TDD’s), videotext displays and/or exchange of written notes for individuals with hearing impairments;
      - b. TDD’s, computer terminals and/or communications boards for individuals with speech impairments;
      - c. Qualified readers, taped texts, audio recordings, Brailled materials, large print materials and assistance in locating items for individuals with vision impairments;
      - d. Telephone accessibility to enable individuals to seek immediate assistance from police, fire, ambulance and other emergency services;
      - e. Other equally effective communications devices, services and actions;
    6. Consultation with the individual with a disability to determine the most appropriate auxiliary aid or service. Priority will be given to the auxiliary aid or service that results in the most integrated setting to encourage interaction among all users, including those with disabilities. Primary consideration will be given to the expressed request of the individual with a disability. The district may select an alternative auxiliary aid or service should it determine that another equally effective means of communication is available or that the means chosen by the individual with a disability would result in a fundamental alteration in the services, programs or activities or in undue financial and administrative burden to the district;

7. Training to employees as needed on the acceptance and handling of telephone relay services for individuals with disabilities.

## **New Construction/Alterations**

- XII. All facilities designed, constructed or altered after January 26, 1992 shall be readily accessible and usable by individuals with disabilities. The district will ensure:
  - A. Alterations to existing facilities will take place in a manner that results in the altered portion of the facility being readily accessible to persons with disabilities. Alterations must not decrease accessibility;
  - B. Alterations deemed necessary to the path of travel in existing facilities requiring extensive restructuring or burdensome expense will be made in a timely fashion. Priority will be given to the following (in order):
    1. Entrances and routes to the altered area;
    2. One accessible restroom;
    3. Accessible drinking fountains;
    4. Additional, accessible parking.
  - C. Appropriate requirements of either the Uniform Federal Accessibility Standards (UFAS) or Americans with Disabilities Act Accessibility Guidelines (ADAAG) will be met, including accessibility requirements related to work areas, parking, signs, entrances, water fountains, storage and shelves, telephones, assembly areas, bathrooms, detectable warnings, carpet and carpet tile, curb ramps and visual alarms.

## **Post Hires/Current Employees**

- XIII. All post hire and current employee Board policies and practices shall be reviewed to ensure:
  - A. Medical examinations and/or medical history inquiries required by the district will be job related and consistent with business necessity. This will not prohibit the district from requiring proof of illness to substantiate a request for sick leave. Medical examinations and/or medical history inquiries may be administered by the district when:
    1. An employee is having difficulty performing his/her job effectively. The medical examination may be necessary to determine if the employee can perform essential job functions with or without a reasonable accommodation;
    2. An employee becomes disabled. An employee injured on or off the job, who becomes ill or otherwise suffers any other condition that meets the requirements of a disability as defined by the ADA is protected by the Act if he/she can perform the essential functions of the job with or without a reasonable accommodation. Such an examination or inquiry may also be required when the employee wishes to return to work after an illness or injury. The district will:
      - a. Determine if the employee meets the ADA definition of an individual with a disability if a reasonable accommodation has been requested;
      - b. Determine if the employee can perform the essential functions of the job currently held (or held before the injury or illness), with or without reasonable accommodation, and without posing a direct threat to the health or safety of self or others which could not be reduced or eliminated by a reasonable accommodation;
      - c. Identify an effective accommodation that would enable the employee to perform the essential job functions in the current (previous) job or in a vacant job for which the person is qualified with or without a reasonable accommodation;
    3. An employee requests a reasonable accommodation on the basis of disability;

4. Administered as part of a voluntary employee “wellness” and health screening program.
- B. Procedures for reporting and investigating employee on the job injury or illness will be implemented. The district will:
1. Require employees complete Workers’ Compensation form;
  2. Investigate, as necessary, documenting circumstances that led to injury and review all employee work related injury or illness on a case by case basis.
- C. Procedures for communicating with health care providers regarding employees off-work due to any injury or illness will be implemented. The district, as necessary, and at its discretion will:
1. Provide health care provider with detailed description of regular job activities, physical movement, duration of physical exertions and job description;
  2. Write detailed questions for the health care provider to answer that may assist the district in determining any reasonable accommodation that may be necessary;
  3. Ask for employee written release authorizing district representative to consult with the employee’s own health care provider.
- D. Procedures for employees not able to perform essential job functions completely after illness or injury will be implemented. The district will:
1. Determine whether temporary light duty assignment is possible. In accordance with the ADA, the district is not required to create a “light duty” position unless the “heavy duty” tasks an injured employee can no longer perform are marginal job functions which may be reallocated to co-workers as part of a reasonable accommodation;
  2. Determine whether job can be restructured, shifting or trading duties with other workers. Job restructuring as a reasonable accommodation may involve reallocating or redistributing the marginal functions of the job. Marginal functions of a job that cannot be performed by an individual with a disability may be exchanged for marginal job functions performed by one or more other employees. The district is not required to reallocate essential functions of a job as a reasonable accommodation;
  3. Determine whether a modified work schedule may be selected as a reasonable accommodation unless modifications would cause an undue hardship;
  4. Gather information from employee, health care provider(s), consultants, etc. as to needed modifications in policies, facilities, equipment, special aids and services that may be provided as a reasonable accommodation;
  5. Document all district efforts to provide reasonable accommodations.
- E. Qualified individuals with a disability not fully recovered from injury will not be returned to work when:
1. The employee cannot perform the essential functions of the job he/she holds or desires with or without a reasonable accommodation;
  2. The return of the employee to work would pose a significant risk of substantial harm to self or others in the workplace and that could not be reduced to an acceptable level with a reasonable accommodation;
  3. The return of the employee to a light duty position involves a totally different job from the job that the employee performed before the injury. A vacant light duty position already available for which an injured employee is qualified may be a reasonable accommodation;
  4. It is demonstrated that the accommodation will cause an undue hardship or result in excessive financial and administrative burden as defined by the ADA, and as evidenced by the district.

- F. Unpaid leaves will be provided to qualified individuals with a disability when a reasonable accommodation cannot be made in the employee's current job. The district will comply with all Workers' Compensation reinstatement rights to available and suitable employment.
- D** G. Leave of absence or attendance policies will not discriminate against qualified individuals with disabilities. (Uniformly applied leave policies are not subject to challenge because they have a more severe effect on individuals due to their disability. "No leave" policies, such as those forbidding leave during the first six months of employment are also not subject to challenge because they may have a more severe impact upon individuals with disabilities. An employer with a "no-leave" policy, however, may have to consider providing leave as a reasonable accommodation unless doing so would impose an undue hardship on its operation.) The district will not provide additional paid leave, but accommodations may include leave flexibility and unpaid leave;
- H. Drug and alcohol policies will meet the requirements of the ADA. Policies will state:
1. Illegal use of drugs and the use of alcohol at the workplace is prohibited by all employees;
  2. Employees will be required to behave in conformance with the requirements of the Drug-Free Workplace Act of 1988;
  3. Employees who engage in the illegal use of drugs or alcohol will be held to the same qualification standards for employment or job performance and behavior to which all other employees are held, even if unsatisfactory performance or behavior is related to employee's drug use or alcoholism;
  4. Employees taking drugs under the supervision of licensed health care professionals will be protected by the provisions of the ADA;
  5. Employees who are no longer illegally using drugs and who have been either rehabilitated successfully or are in the process of completing a rehabilitation program will be protected by the provisions of the ADA (i.e., in-patient or out-patient programs, employee assistance programs, professionally recognized self-help programs, such as Narcotics Anonymous, or other programs that provide professional assistance and counseling for individuals).
- I. Health, life insurance, pension plans and other benefit plans offered by the district will not discriminate against qualified individuals with a disability (The ADA does not affect pre-existing condition clauses in health insurance plans as long as the clauses are not used as a means to avoid complying with the ADA, and such clauses do not require that additional coverage be purchased to cover expenses related to a disability.). Employees will not be denied coverage for illness or injuries unrelated to the pre-existing condition;
- J. Contractual or other business arrangements and relationships entered into by the district will not discriminate against qualified individuals with a disability. The district will:
1. Not do indirectly what it is prohibited by the ADA from doing directly;
  2. Provide reasonable accommodations to enable access by employees with disabilities to training programs provided by the district and/or third parties.

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# Corbett School District 39

Code: ACA-AR(1)

Revised/Reviewed:

## Americans with Disabilities Act

(Version 2)

In compliance with the Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendments Act of 2008 (ADA), the following procedures shall be followed:

### Compliance Officer

1. The [administrator] shall be designated as the district's ADA compliance officer. The compliance officer will:
  - a. Coordinate the district's ADA responsibilities and compliance efforts;
  - b. Make available to all interested individuals the name, office address and telephone number of the district ADA compliance officer;
  - c. Investigate any complaint alleging noncompliance or actions prohibited under the ADA;
  - d. Administer the district's ADA grievance procedure to provide for the prompt investigation and equitable resolution of complaints.

### Self Evaluation

2. A self-evaluation study<sup>1</sup> shall be completed by the district to include:
  - a. An evaluation of all current Board policies and practices to ensure district compliance with the requirements of the ADA;
  - b. A description of areas examined and identification of any barriers to accessibility and usability by qualified individuals with disabilities;
  - c. An opportunity for interested persons, including individuals with disabilities or organizations representing individuals with disabilities to participate in the self-evaluation study by submitting comments;
  - d. A plan(s) for the removal of any identified barrier and/or modification of Board policies and practices necessary to ensure ADA compliance;
  - e. A description of any modification made.

Self-evaluation records will be maintained and available for public inspection at the district office. The records will include a list of interested persons consulted, a description of the areas examined and the problems identified and a description of any modifications made.

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<sup>1</sup> If self-evaluation and/or transition plan requirements of Section 504 of the Rehabilitation Act of 1973 have been completed, these requirements apply only to the employment practices, services, programs and activities not included in the previous self-evaluation and/or transition plan. It is recommended that districts review their self-evaluation study and transition plan periodically for progress and continue to maintain and make available each document to interested individuals, organizations or agencies for verification purposes, as needed.

## Transition Plan

3. A transition plan<sup>1</sup> shall be developed by the district to address any structural changes required to achieve employment practices, services, programs and activities; the accessibility to include:
- a. An opportunity for interested persons, including individuals with disabilities or organizations representing individuals with disabilities to participate in the development of the transition plan by submitting comments;
  - b. An identification of physical obstacles in facilities that limit accessibility to individuals with disabilities;
  - c. A description in detail of the methods that will be used in removing barriers and making facilities accessible and/or steps and schedule necessary to complete the identified changes;
  - d. An identification of the official responsible for implementation of the plan;
  - e. An identification of steps that will be taken during each year of the transition period if longer than one year.

## Services, Programs, Activities Accessibility

4. All district services, programs and activities shall be readily accessible to and usable by individuals with disabilities. In order to achieve accessibility, structural and nonstructural methods such as the acquisition or redesign of equipment, assignment of aides to beneficiaries and the provision of services at alternate accessible sites will be considered. Final decision of an appropriate method of providing program accessibility will be determined by the district in accordance with the provisions of the ADA:
- a. Physical changes to an existing building, acquisition or construction of additional facilities will be required only when there is no other feasible way to make the services, programs or activities accessible;
  - b. Priority will be given to the method that results in the most integrated setting to encourage interaction among all users of the services, programs or activities, including individuals with disabilities;
  - c. No action will be taken that would fundamentally alter the services, programs or activities or result in undue financial or administrative burden to the district. Any such determination will take place as follows:
    - (1) The decision will be made by the superintendent or his/her designee;
    - (2) All resources available for use in the funding and operation of the services, programs or activities will be considered;
    - (3) A written statement of the reasons for reaching such decision will be maintained on file;
    - (4) The district will take other action appropriate to ensure that individuals with disabilities receive the benefits of such services, programs and activities that would not result in such alteration or burden as determined by the district.

## Job Descriptions

5. Job descriptions shall be maintained and provided in oral, written and/or videorecorded form, reviewed and revised annually as needed to include:
- a. All essential job functions. "Essential job functions" are those job duties that include, but are not limited to, the following:
    - (1) The function is essential because the reason the position exists is to perform that function;
    - (2) The function is essential because of the limited number of employees available among whom the performance of that job function can be distributed;
    - (3) The function is so specialized that the incumbent is hired for his/her expertise or ability to perform the particular function.
  - b. Physical, mental and emotional skills for each position as appropriate, and only to the extent such skills are in fact required and in practice;
  - c. Vocational and/or educational preparation requirements;
  - d. Attendance standards;
  - e. A statement that new job descriptions supersede prior descriptions for the position. All past and present job descriptions that do not reflect current requirements of the position are rescinded;
  - f. A statement on job descriptions, "I have read this job description and agree with its contents.";
  - g. A provision for the current employee's signature and the date the job description was signed.

## Job Posting

6. Job postings shall be reviewed to ensure:
- a. All postings contain appropriate notice of the district's responsibilities under the ADA. For example:

"The {Corbett} District, in support of employment practices free of barriers to individuals with disabilities and in compliance with the Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendments Act of 2008 (ADA), provides reasonable accommodations necessary upon request and appropriate notice. For further information or assistance, contact {name} at {phone} contact district office at 503-965-3612. Speech/Hearing impaired persons may reach the district through the Oregon Telecommunications Relay Service by dialing 1-800-735-2900 or 711."

OR

"Reasonable accommodations for the application and interview process will be provided upon request and as required in accordance with the Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendments Act of 2008 (ADA). Individuals with disabilities may contact {name} district office at {phone} 503-695-3612 for additional information or assistance. Speech/Hearing impaired persons may contact the district for assistance through the Oregon Telecommunication Relay Service at 1-800-735-2900 or 711."
  - b. All postings eliminate any discriminatory references;

- c. All job advertisements provide, in addition to a telephone number to which applicants may apply for additional information, an address and/or TDD (telecommunications device for the deaf) or Oregon Telecommunication Relay Service phone number for the hearing impaired.

## **Job Application Forms**

- 7. Job application forms shall be reviewed and revised as appropriate to include:
  - a. Notice of the district's responsibilities under the ADA (see job posting notice);
  - b. A statement asking applicant whether he/she requires any reasonable accommodation for the hiring process. The hiring process may include, e.g., an interview, a timed written test or job demonstration;
  - c. A request for applicant to provide documentation verifying the need for a reasonable accommodation, if deemed necessary by the district;
  - d. The elimination of any health questions such as:
    - (1) Have you ever had or been treated for any of the following conditions or diseases (followed by a checklist)?
    - (2) Please list any conditions or diseases for which you have been treated in the past three years.
    - (3) Have you ever been hospitalized? If so, for what condition?
    - (4) Have you ever been treated by a psychiatrist or a psychologist? If so, for what condition?
    - (5) Have you ever been treated for any mental or emotional condition?
    - (6) Is there any health-related reason that may prevent you from performing the job for which you are applying?
    - (7) Have you had a major illness in the past five years?
    - (8) Do you have any physical defects which prevent you from performing certain kinds of work? If yes, describe such defects and specific work limitations.
    - (9) Do you have any disabilities or impairments which may affect your performance in the position for which you are applying?
    - (10) Are you taking any prescribed drugs?
    - (11) Have you ever been treated for drug addiction or alcoholism?
    - (12) Have you ever filed for workers' compensation benefits or had a work-related injury?

## **Reasonable Accommodations - General**

- 8. The district will provide reasonable accommodations to qualified individuals with disabilities who are part-time, full-time or probationary employees or applicants for employment, unless to do so would cause undue hardship. Reasonable accommodations include:
  - a. Modifications or adjustments to a job application process that enable a qualified applicant with a disability to be considered for the position the qualified applicant desires; or
  - b. Modifications or adjustments to the work environment or to the manner or circumstances under which the position held is customarily performed that enable a qualified individual with a disability to perform the essential functions of that position; or
  - c. Modifications or adjustments that enable an employee with a disability to enjoy equal benefits and privileges of employment as are enjoyed by other similarly situated district employees without disabilities.

## Reasonable Accommodations - Requests

9. A qualified individual with a disability should request a reasonable accommodation when he/she knows there is a workplace barrier that is preventing him/her, due to a disability, from effectively competing for a position, performing a job or gaining equal access to a benefit of employment. Reasonable accommodation requests will be guided by the following provisions:
- a. To request a reasonable accommodation, an individual may use “plain English” and need not mention the ADA or use the phrase “reasonable accommodation”;
  - b. A request for a reasonable accommodation may be made on behalf of an individual with a disability by a family member, friend, health-care professional or other representative;
  - c. Requests will not be required to be in writing;
  - d. When the disability and/or the need for an accommodation is not obvious, the district may request reasonable documentation from a health-care or rehabilitation professional. The documentation requested shall be related to the particular disability for which an accommodation is requested. In requesting documentation, the district will specify what types of information it is seeking regarding the disability, its functional limitations and the need for reasonable accommodation. The district recognizes it may not request an individual’s complete medical record;
  - e. Documentation shall not be requested when both the disability and the need for the accommodation are obvious or the individual has already provided the district with sufficient information to substantiate that he/she has an ADA disability and needs the reasonable accommodation requested;
  - f. The district may send an individual to a health-care professional of the district’s choosing, at district expense, for the purpose of documenting a disability and/or the need for accommodation, only if the individual has provided insufficient information from his/her treating provider to substantiate that the disability exists or an accommodation is needed.

## Job Interview Procedures

10. Job interview procedures shall be reviewed to ensure:
- a. Physical and/or other barriers in the interview setting have been eliminated. The availability of accessible locations and accessible formats, such as a reader, Braille, audio recordings, written materials, sign language and interpreters for individuals with vision and hearing impairments and personal assistance for individuals with manual impairments have been considered as appropriate;
  - b. Questions relating to the health of the applicant, the applicant’s disabilities and work-related injuries and benefits have been eliminated;
  - c. Applicant’s previous work history will be ascertained without reference to the applicant’s disability. The specifics of prior job functions and the applicant’s ability to perform those specific functions may be discussed;
  - d. Requirements that an applicant describe or demonstrate how he/she would perform any or all job functions are required for all applicants in that job category. A particular applicant may be asked to describe or demonstrate how he/she would perform the job only when the district reasonably believes the applicant will not be able to perform a job function because of a known disability. The applicant’s disability would be “known” either because it is obvious or because the applicant has voluntarily disclosed that he/she has a hidden disability;

- e. Questions related to the applicant's need to leave work to receive treatment or how often leave may be necessary as a result of a disability have been eliminated. Regular work hours, leave policies and attendance requirements may be explained and applicant asked if he/she will be able to meet those requirements. The district may ask about an applicant's prior attendance record (e.g., "How many days the applicant was absent from his/her last job?"). The district may also ask questions designed to detect whether an applicant abused his/her leave (e.g., "How many Mondays or Fridays were you absent last year on leave other than approved vacation leave?"). At the preoffer stage, the district may not ask how many days an applicant was sick;
- f. Questions relating to applicant's current illegal use of drugs are not likely to elicit information about an applicant's lawful drug use, unless the district administers a test for illegal use of drugs and the applicant tests positive for illegal drug use. In such cases, the district may validate the test results by asking about lawful drug use or possible explanations for the positive result other than the illegal use of drugs;
- g. Questions relating to an applicant's prior illegal drug use are not likely to elicit information about a disability. The district may ask, e.g., whether the applicant has ever used illegal drugs, when was the last time he/she used illegal drugs or if he/she has used illegal drugs in the last six months. The district will not ask questions about whether the applicant was a past drug addict. These questions are impermissible at the preoffer stage;
- h. Questions relating to an applicant's drinking habits are not likely to elicit information related to how much alcohol an applicant drinks or whether he/she has participated in an alcohol rehabilitation program. The district may ask, e.g., whether the applicant drinks alcohol or whether he/she has been arrested for driving under the influence;
- i. Questions relating to an applicant's arrest or conviction record have been included;
- j. Selection and administration of employment tests will take place in a manner that leads to test results that accurately reflect the skills, aptitudes and whatever factors the tests purport to measure, rather than the impaired sensory, manual or speaking skills of the test subjects. Performance of any nonessential skills during any testing will not be allowed;
- k. Physical agility/Physical fitness tests if required, will be specifically job related and administered to all applicants in a job category selected for interviews;
- l. Applicant provides medical certification that he/she can safely perform a physical agility or physical fitness test when required by the district;
- m. Applicant assumes responsibility and releases the district of liability for injuries incurred in performing physical agility/physical fitness test required by the district;
- n. Applicant requests for reasonable accommodations in testing will be allowed for qualified individuals with a disability:
- (1) Tests or exercises will be postponed as needed so that a reasonable accommodation can be provided;
  - (2) Modified tests or exercises will be provided unless such accommodation would change the measurement of the essential job function being tested (i.e., provide reader to assist with written test unless the ability to read is an essential job skill).
- o. Drug screening tests, if required, will be administered to **all** applicants in a job category selected for interviews;
- p. Preemployment offer medical examinations shall not be conducted.

## Reference Check Procedures

11. Reference check procedures shall be reviewed to ensure:
  - a. Reference checks will be conducted on all applicants in a job category who meet the job requirements and are selected for interviews. Careful and complete notes will be taken and maintained. District officials conducting reference checks:
    - (1) Before making a conditional offer of employment, may not ask previous employers or other sources about an applicant's:
      - (a) Disability;
      - (b) Illness;
      - (c) Workers' compensation history;
      - (d) Other questions that the district itself may not ask of the applicant.
    - (2) May ask a previous employer or other sources about the applicant's:
      - (a) Job functions and tasks performed;
      - (b) The quality and quantity of work performed;
      - (c) How the job functions were performed;
      - (d) Other job-related issues that do not relate to disability.

## Job Offers

12. The process for all job offers shall be reviewed to ensure:
  - a. Job offers will be made to the most qualified applicant who with or without a reasonable accommodation can perform the essential functions of the job. The district will adhere to the following job offer procedures:
    - (1) After a conditional offer of employment is extended, the district may inquire as to whether the successful applicant will need a reasonable accommodation related to anything connected with the job (i.e., job performance or access to benefits/privileges of the job, etc.). If the district makes such an inquiry, it will consistently seek similar information from all other successful applicants in the same job category;
    - (2) The successful applicant will be informed of medical examination and/or medical history requirements after an offer of employment has been made and before the applicant begins his/her employment duties. All entering employees in the same job category will be subjected to such medical examination and/or medical history requirements. An individual's workers' compensation history will be included in all such medical history inquiries;
    - (3) The successful applicant will be informed that the job offer may be contingent upon disability-related questions, medical examination and/or medical history inquiries;
    - (4) A completed medical history form and release for medical records with the successful applicant's signature and date may be required;
    - (5) Information obtained from medical examinations and/or medical history inquiries may be used for such purposes as:
      - (a) The verification of employment history;

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- (b) To screen out applicants with a history of fraudulent workers' compensation claims;
- (c) To provide information to state officials as required by state laws regulating workers' compensation and "second injury" funds;
- (d) To screen out individuals who would pose a direct threat to the health and safety of self or others in the workplace which could not be reduced to an acceptable level or eliminated by a reasonable accommodation.

(6) Reasonable accommodations will be provided if the medical examination or medical history inquiry discloses the successful applicant is a qualified individual with a disability as defined by the ADA. Reasonable accommodations will be provided by the district if such accommodation would enable the individual with a disability to perform the essential functions of the job or otherwise meet eligibility requirements. The reasonable accommodation will be established by the district. In determining the appropriate reasonable accommodation the district will:

- (a) Determine the essential functions of the job;
- (b) Consult with the individual who has the disability to determine his/her precise limitations and how they may be overcome;
- (c) Identify, with assistance of the individual with the disability, potential reasonable accommodations and assess their effectiveness;
- (d) Consider the preference of the individual with the disability, and then implement the reasonable accommodation that is most appropriate for the employee and the employer. (In order to be reasonable, an accommodation must be effective. It is not required that the best accommodation be selected as long as the selected accommodation provides an equal opportunity to perform the job.)

(7) Reasonable accommodations considered may include:

- (a) Job restructuring;
- (b) Modified work schedules;
- (c) Job reassignment;
- (d) Making existing facilities used by employees accessible to and usable by individuals with disabilities;
- (e) Acquisitions and/or modification of work policies including:
  - (i) Modification of leave or attendance procedures or other such policies related to working conditions (i.e., modification of a policy prohibiting employees from eating or drinking for an employee with insulin-dependent diabetes, etc.);
  - (ii) Qualified interpreters, note takers, transcription services, written materials, telephone handset amplifiers, assistive listening systems, telephones compatible with hearing aids, closed caption decoders, open and closed captioning, telecommunications devices for deaf persons (TDD's), videotext displays or other effective methods of making aurally delivered materials available to individuals with hearing impairments;
  - (iii) Qualified readers, taped texts, audio recordings, Brailled materials, large print materials or other effective methods of making visually delivered materials available to individuals with visual impairments;

- (iv) Acquisition or modification of equipment or devices;
- (v) Other similar services and actions for individuals with hearing, visual and/or manual impairments.

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(8) A determination will be made whether an accommodation is reasonable or an undue burden by considering:

- (a) Nature and cost of accommodation;
- (b) Overall financial resources of facility;
- (c) Number of persons employed;
- (d) Impact on operation of facility;
- (e) Effect on expenses and resources;
- (f) Type of operation. Composition and functions of workforce. Geographic separation, fiscal or administrative relationship of facilities.

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(9) The successful applicant who has been offered employment contingent on medical examination results and/or medical history inquiries will be rejected if the medical condition poses a direct threat to the health or safety of others in the workplace. The district shall consider whether the risk can be eliminated or reduced by a reasonable accommodation by considering the following:

- (a) The nature and severity of the potential harm to applicant or others in the workplace;
- (b) The likelihood that the potential harm will occur;
- (c) Specific risk is identified and documented;
- (d) Risk is current and not speculative or remote;
- (e) Assessment of risk is based on objective medical or factual evidence;
- (f) Medical condition is a direct threat.

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(10) Should an offer of employment be withdrawn because of medical examination or medical history inquiry results, the exclusionary criteria must be job related and consistent with business necessity;

(11) Documentation will also include any determination that no reasonable accommodation was available that would enable the individual to perform the essential job functions or that accommodation would impose an undue hardship on the district;

(12) Medical information will be kept confidential:

- (a) Medical information must not be maintained in personnel file;
- (b) Medical information will be released only to those with “need to know” and/or “need to reach in emergency situations” (i.e., immediate supervisors, etc.);
- (c) Medical information records will be maintained a minimum of one year.

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### Public Notice, Communications

13. Notice of the district’s compliance with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendments Act of 2008 (ADA) shall be displayed at each district facility and provided, as necessary, in appropriate accessible formats to applicants, participants, beneficiaries, professional organizations and other interested persons to include:

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P a. Pertinent provisions, duties and requirements of the ADA and its applicability to the district's employment practices, services, programs and activities, including the duty to reasonably accommodate upon request and with advance notice. In its effort to provide communications with individuals with disabilities that are as effective as communications with others, the district will also provide the following:

- (1) Individual to contact for services or questions, including office location and phone number;
- (2) Notice of Equal Employment Opportunity Commission (EEOC) requirements displayed in conspicuous places for all job applicants and employees;
- (3) Signage displayed at all inaccessible entrances to each of the district's facilities directing users to accessible entrances or to location at which information can be obtained about accessible facilities;
- (4) Signage displayed at all accessible entrances to the district's facilities. The international symbol for accessibility shall be used;
- (5) Appropriate auxiliary aids and services that may include:
  - (a) Qualified interpreters, note takers, computer-aided transcription services, written materials, telephone handset amplifiers, assistive listening systems, telephones compatible with hearing aids, telecommunications devices for deaf persons (TDD's), videotext displays and/or exchange of written notes for individuals with hearing impairments;
  - (b) TDD's, computer terminals and/or communications boards for individuals with speech impairments;
  - (c) Qualified readers, taped texts, audio recordings, Brailled materials, large print materials and assistance in locating items for individuals with vision impairments;
  - (d) Telephone accessibility to enable individuals to seek immediate assistance from police, fire, ambulance and other emergency services;
  - (e) Other equally effective communications devices, services and actions.
- (6) Consultation with the individual with a disability to determine the most appropriate auxiliary aid or service. Priority will be given to the auxiliary aid or service that results in the most integrated setting to encourage interaction among all users, including those with disabilities. Primary consideration will be given to the expressed request of the individual with a disability. The district may select an alternative auxiliary aid or service should it determine that another equally effective means of communication is available or that the means chosen by the individual with a disability would result in a fundamental alteration in the services, programs or activities or in undue financial and administrative burden to the district;
- (7) Training to employees as needed on the acceptance and handling of telephone relay services for individuals with disabilities;
- (8) Information to employees through different means, including computers, bulletin boards, mailboxes, posters and public address systems. The district will ensure that employees with disabilities have access to information that is provided to other similarly situated employees without disabilities, regardless of whether they need such information to perform their jobs.

## New Construction/Alterations

14. All facilities designed, constructed or altered after January 26, 1992 shall be readily accessible and usable by individuals with disabilities. The district will ensure:
- a. Alterations to existing facilities will take place in a manner that results in the altered portion of the facility being readily accessible to persons with disabilities. Alterations must not decrease accessibility;
  - b. Alterations deemed necessary to the path of travel in existing facilities requiring extensive restructuring or burdensome expense will be made in a timely fashion. Priority will be given to the following (in order):
    - (1) Entrances and routes to the altered area;
    - (2) One accessible restroom;
    - (3) Accessible drinking fountains;
    - (4) Additional, accessible parking.
  - c. Appropriate requirements of either the Uniform Federal Accessibility Standards (UFAS) or Americans with Disabilities Act Accessibility Guidelines (ADAAG) will be met, including accessibility requirements related to work areas, parking, signs, entrances, water fountains, storage and shelves, telephones, assembly areas, bathrooms, detectable warnings, carpet and carpet tile, curb ramps and visual alarms.

## Posthires/Current Employees

15. All posthire and current employee Board policies and practices shall be reviewed to ensure:
- a. Medical examinations and/or medical history inquiries required by the district will be job related and consistent with business necessity. This will not prohibit the district from requiring proof of illness to substantiate a request for sick leave. Medical examinations and/or medical history inquiries may be administered by the district when:
    - (1) An employee is having difficulty performing his/her job effectively. The medical examination may be necessary to determine if the employee can perform essential job functions with or without a reasonable accommodation;
    - (2) An employee becomes disabled. An employee injured on or off the job, who becomes ill or otherwise suffers any other condition that meets the requirements of a disability as defined by the ADA is protected by the Act if he/she can perform the essential functions of the job with or without a reasonable accommodation. Such an examination or inquiry may also be required when the employee wishes to return to work after an illness or injury. The district will:
      - (a) Determine if the employee meets the ADA definition of an individual with a disability if a reasonable accommodation has been requested;
      - (b) Determine if the employee can perform the essential functions of the job currently held (or held before the injury or illness), with or without reasonable accommodation, and without posing a direct threat to the health or safety of others which could not be reduced or eliminated by a reasonable accommodation;

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- (c) Identify an effective accommodation that would enable the employee to perform the essential job functions in the current (previous) job or in a vacant job for which the person is qualified with or without a reasonable accommodation.
      - (3) An employee requests a reasonable accommodation on the basis of disability;
      - (4) Administered as part of a voluntary employee “wellness” and health screening program.
    - b. Procedures for reporting and investigating employee on-the-job injury or illness will be implemented. The district will:
      - (1) Require employees complete workers’ compensation form;
      - (2) Investigate, as necessary, documenting circumstances that led to injury and review all employee work-related injury or illness on a case-by-case basis.
    - c. Procedures for communicating with health-care providers regarding employees off-work due to any injury or illness will be implemented. The district, as necessary, and at its discretion will:
      - (1) Provide health-care provider with detailed description of regular job activities, physical movement, duration of physical exertions and job description;
      - (2) Write detailed questions for the health-care provider to answer that may assist the district in determining any reasonable accommodation that may be necessary;
      - (3) Ask for employee written release authorizing district representative to consult with the employee’s own health-care provider.
    - d. Procedures for employees not able to perform essential job functions completely after illness or injury will be implemented. The district will:
      - (1) Determine whether temporary light duty assignment is possible. In accordance with the ADA, the district is not required to create a “light duty” position unless the “heavy duty” tasks an injured employee can no longer perform are marginal job functions which may be reallocated to co-workers as part of a reasonable accommodation;
      - (2) Determine whether job can be restructured, shifting or trading duties with other workers. Job restructuring as a reasonable accommodation may involve reallocating or redistributing the marginal functions of the job, altering when and/or how an essential or marginal function is performed. Marginal functions of a job that cannot be performed by an individual with a disability may be exchanged for marginal job functions performed by one or more other employees. The district is not required to reallocate essential functions of a job as a reasonable accommodation. The district may switch the marginal functions of two or more employees in order to restructure a job as a reasonable accommodation;
      - (3) Determine whether a modified or part-time work schedule may be selected as a reasonable accommodation unless modifications would cause an undue hardship. A modified schedule may involve adjusting arrival or departure times, providing periodic breaks, altering the time when certain functions are performed, allowing the employee to use accrued paid leave or providing additional unpaid leave. If modifying an employee’s work schedule poses an undue hardship, the district shall consider reassignment to a vacant position that would enable the employee to work the hours requested. Requests for modified or part-time work schedules for an employee covered under both the ADA and Oregon Family Leave Act (OFLA) or Family Medical Leave Act (FMLA) will be

considered separately. The district will determine the employee's rights under each statute to determine the appropriate actions to take;

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- (4) Determine whether reassignment to a vacant position is possible. "Vacant" means that the position is available after the employee asks for a reasonable accommodation or that the district knows that it will become available within a reasonable amount of time. Reassignment is the reasonable accommodation of last resort and required only after it has been determined that there are no effective accommodations that will enable the employee to perform the essential functions of his/her current position or all other reasonable accommodations would impose undue hardship.
    - (a) The employee must be qualified for the position — satisfy the requisite skill, experience, education and other job-related requirements of the position — but need not be the best qualified person to fill the position.
    - (b) The employee must be able to perform the essential functions of the position with or without a reasonable accommodation.
    - (c) The district is not required to bump an employee from a job in order to create a vacancy, nor does it have to create a new position.
  - (5) Gather information from employee, health-care provider(s), consultants, etc. as to needed modifications in policies, facilities, equipment, special aids and services that may be provided as a reasonable accommodation;
  - (6) Document all district efforts to provide reasonable accommodations.
- e. Qualified individuals with a disability not fully recovered from injury will not be returned to work when:
- (1) The employee cannot perform the essential functions of the job he/she holds or desires with or without a reasonable accommodation;
  - (2) The return of the employee to work would pose a significant risk of substantial harm to self or others in the workplace and that could not be reduced to an acceptable level with a reasonable accommodation;
  - (3) The return of the employee to a light duty position involves a totally different job from the job that the employee performed before the injury. A vacant light duty position already available for which an injured employee is qualified may be a reasonable accommodation;
  - (4) It is demonstrated that the accommodation will cause an undue hardship or result in excessive financial and administrative burden as defined by the ADA, and as evidenced by the district.
- f. Unpaid leaves will be provided to qualified individuals with a disability when a reasonable accommodation cannot be made in the employee's current job. The district will comply with all workers' compensation reinstatement rights to available and suitable employment;
- g. Leave of absence or attendance policies will not discriminate against qualified individuals with disabilities. (Uniformly applied leave policies are not subject to challenge because they have a more severe effect on individuals due to their disability. "No leave" policies, such as those forbidding leave during the first six months of employment are also not subject to challenge because they may have a more severe impact upon individuals with disabilities. An employer with a "no-leave" policy, however, may have to consider providing leave as a reasonable accommodation unless doing so would impose an undue hardship on its operation.) The

district will not provide additional paid leave, but accommodations may include leave flexibility and unpaid leave;

h. Drug and alcohol policies will meet the requirements of the ADA. Policies will state:

- (1) Illegal use of drugs and the use of alcohol at the workplace is prohibited by all employees;
- (2) Employees will be required to behave in conformance with the requirements of the Drug-Free Workplace Act of 1988;
- (3) Employees who engage in the illegal use of drugs or alcohol will be held to the same qualification standards for employment or job performance and behavior to which all other employees are held, even if unsatisfactory performance or behavior is related to employee's drug use or alcoholism;
- (4) Employees taking drugs under the supervision of licensed health-care professionals will be protected by the provisions of the ADA;
- (5) Employees who are no longer illegally using drugs and who have been either rehabilitated successfully or are in the process of completing a rehabilitation program will be protected by the provisions of the ADA (i.e., in-patient or out-patient programs, employee assistance programs, professionally recognized self-help programs, such as Narcotics Anonymous, or other programs that provide professional assistance and counseling for individuals).

i. Health, life insurance, pension plans and other benefit plans offered by the district will not discriminate against qualified individuals with a disability (The ADA does not affect preexisting condition clauses in health insurance plans as long as the clauses are not used as a means to avoid complying with the ADA, and such clauses do not require that additional coverage be purchased to cover expenses related to a disability.). Employees will not be denied coverage for illness or injuries unrelated to the preexisting condition;

j. Contractual or other business arrangements and relationships entered into by the district will not discriminate against qualified individuals with a disability. The district will:

- (1) Not do indirectly what it is prohibited by the ADA from doing directly;
- (2) Provide reasonable accommodations to enable access by employees with disabilities to training programs provided by the district and/or third parties, on district premises or elsewhere;
- (3) Specify in contracts with outside entities providing training on behalf of the district, who have responsibility to fulfill the obligations of providing reasonable accommodations, as needed.

# Corbett School District 39

Code: ACA-AR(2)  
Revised/Reviewed: 1/27/99  
Orig. Code(s): ACA-AR(2)

## ADA Grievance Complaint Procedure

The compliance officer is responsible for coordinating the district's efforts to comply with the Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendments Act of 2008. The compliance officer shall be a neutral party having had no involvement in the complaint presented.

- Step I Any complaint shall be presented in writing to the compliance officer within 180 days from date of alleged discrimination. It must include the following:
1. Name and address of the individual or the representative filing the complaint;
  2. Description of the alleged discriminatory action in sufficient detail to inform the district of the nature and date of the alleged violation;
  3. Signature by the complainant or by someone authorized to do so on his/her behalf;
  4. Identification (by name, if possible) of the alleged victims of the discrimination for any complaint filed on behalf of classes or third parties.
- Step II The compliance officer shall thoroughly investigate the complaint, notify the person who has been accused of discriminating, permit a response to the allegation and arrange a meeting to discuss the complaint with all concerned parties within 10 working days after receipt of the written complaint, if deemed necessary. The compliance officer shall give a written answer to the complaint within 15 working days after receipt of the written complaint.
- Step III If the complainant is not satisfied with the answer of the compliance officer, ~~he/she~~ they may submit a written appeal to the superintendent or designee indicating with particularity the nature of disagreement with the answer and reason underlying such disagreement. Such appeal must be filed within 10 working days after receipt of the compliance officer's answer. The superintendent or designee shall arrange a meeting with the complainant and other affected parties, if requested by the complainant, at a mutually agreeable time to discuss the appeal. The superintendent or designee shall give a written answer to the complainant's appeal within 10 working days.
- Step IV If the complainant is not satisfied with the answer, an appeal with the Board may be filed within 10 working days after receipt of the Step III answer. The Board shall, within 20 working days, conduct a hearing at which the complainant shall be given an opportunity to present the complaint. The Board shall give a written answer to the complaint within 10 working days following completion of the hearing.
- Step V If the complainant is not satisfied with the decision of the Board, a complaint may be filed with the Coordination and Review Section, Civil Rights Division, U.S. Department of Justice (student complaints) or the U.S. Department of Labor, Equal Employment Opportunity Commission or Oregon Bureau of Labor and Industry (employment complaints).

Individuals may initiate complaint procedures and/or civil actions with or without first complying with local complaint procedures.

# Corbett School District 39

Code: **ACB**  
Adopted: 11/18/202

## All Students Belong

All students are entitled to a high quality educational experience, free from discrimination or harassment based on perceived race, color, religion, gender identity, sexual orientation, disability or national origin.

All employees are entitled to work in an environment that is free from discrimination or harassment.

All visitors are entitled to participate in an environment that is free from discrimination or harassment.

“Bias incident” means a person’s hostile expression of animus toward another person, relating to the other person’s perceived race, color, religion, gender identity, sexual orientation, disability or national origin, of which criminal investigation or prosecution is impossible or inappropriate. Bias incidents may include derogatory language or behavior directed at or about any of the preceding demographic groups.

“Symbol of hate” means a symbol, image, or object that expresses animus on the basis of race, color, religion, gender identity, sexual orientation, disability or national origin including, the noose, swastika, or confederate flag<sup>1</sup>, and whose display:

1. Is reasonably likely to cause a substantial disruption of or material interference with school activities; or
2. Is reasonably likely to interfere with the rights of students by denying them full access to the services, activities, and opportunities offered by a school.

The district prohibits the use or display of any symbols of hate on school grounds or in any district- or school-sponsored program, service, school or activity that is funded in whole or in part by monies appropriated by the Oregon Legislative Assembly, except where used in teaching curriculum that is aligned to the Oregon State Standards.

In responding to the use of any symbols of hate, the district will use non-disciplinary remedial action whenever appropriate.

The district prohibits retaliation against an individual because that person has filed a charge, testified, assisted or participated in an investigation, proceeding or hearing; and further prohibits anyone from coercing, intimidating, threatening or interfering with an individual for exercising any rights guaranteed under state and federal law.

Nothing in this policy is intended to interfere with the lawful use of district facilities pursuant to a lease or license.

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<sup>1</sup> While commonly referred to as the “confederate flag,” the official name of the prohibited flag is the Battle Flag of the Armies of Northern Virginia.

The district will use administrative regulation ACB-AR - Bias Incident Complaint Procedure to process reports or complaints of bias incidents.

END OF POLICY

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**Legal Reference(s):**

[ORS 659.850](#)  
[ORS 659.852](#)

[OAR 581-002-0005](#)  
[OAR 581-022-2312](#)

[OAR 581-022-2370](#)

*Tinker v. Des Moines Indep. Cmty. Sch. Dist.*, 393 U.S. 503 (1969).  
*Dariano v. Morgan Hill Unified Sch. Dist.*, 767 F.3d 764 (9th Cir. 2014).  
*State v. Robertson*, 293 Or. 402 (1982).

# Corbett School District 39

Code: **ACB-AR**  
Adopted: 11/18/2020

## **Bias Incident Complaint Procedure**

The term “bias incident” is defined in policy. Persons impacted by a bias incident shall be defined broadly to include individuals at whom an incident was directed as well as students in the larger school community likely to be impacted by the incident.

Step 1: When a staff member learns of a potential bias incident, the staff member will prioritize the safety and well-being of all persons impacted and promptly report the incident to the building administrator.

Step 2: The administrator or designee shall acknowledge receipt of the complaint, and investigate any complaint of a bias incident. Responding staff will recognize the experience of all persons impacted, acknowledge the impact, commit to taking immediate action, and prevent further harm against those persons impacted from taking place. Redirection procedures, if any, will include:

- Educational components that address the history and impact of hate;
- Procedural components to ensure the safety, healing, and agency of those impacted by hate;
- Accountability and transformation for people who cause harm; and
- Transformation of the conditions that perpetuated the harm.

The administrator or designee must consider whether the behavior implicates other public charter school policies or civil rights laws, and if so, respond accordingly.

The administrator or designee will make a decision within 10 business days of receiving the complaint.

All persons impacted will be provided with information relating to the investigation and the outcome of the investigation. At a minimum, the information provided must include:

- That an investigation has been initiated;
- When the investigation has been completed;
- The findings of the investigation and the final determination based on those findings; and
- Actions taken with the person or persons who committed the harassing behavior to remedy the behavior and prevent reoccurrence when the actions relate directly to a person impacted by the event.

If any of the above information cannot be shared, a citation to the law prohibiting release and an explanation of how that law applies to the current situation will be provided.

Step 3: If complainant or a respondent wishes to appeal the decision of the administrator or designee, the complainant or respondent may submit a written appeal to the

superintendent within five business days after receipt of the administrator's or designee's response to the complaint.

The superintendent or designee shall acknowledge receipt of the appeal and may meet with all parties involved. The superintendent or designee will review the merits of the complaint and the administrator's or designee's decision. The superintendent or designee will respond in writing to the complainant within 10 business days.

The superintendent or designee will ensure that the requirements in Steps 1 and 2 (redirection procedures, notice, etc.) are continued to be met through Step 3, as appropriate.

Step 4: If the complainant or respondent is not satisfied with the decision of the superintendent or designee, a written appeal may be filed with the Board within five business days of receipt of the superintendent's or designee's response to Step 3. The Board may decide to hear or deny the request for appeal at a Board meeting. The Board may use an executive session if the subject matter qualifies under Oregon law. If the Board decides to hear the appeal, the Board may meet with the concerned parties and their representative at a Board meeting. The Board's decision will be final, and will address each allegation in the complaint and contain reasons for the Board's decision. A copy of the Board's final decision shall be sent to the complainant in writing within 10 business days of this meeting.

The Board will ensure that the requirements in Steps 1 and 2 (redirection procedures, notice, etc.) are continued to be met through Step 4, as appropriate.

Complaints can be filed with or communicated directly to the administrator or designee, in which case Step 1 will be skipped. Complaints against the administrator can be directed to the superintendent or designee and will begin at Step 3. Complaints against a Board member(s) can be directed to the Board and will begin at Step 4. If complaints procedure begins past Step 1, the individuals reviewing the complaint will ensure that all requirements are met.

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

Complaints may also be filed directly with the U.S. Department of Education Office for Civil Rights.

Public charter school administration will develop and implement instructional materials to ensure that all school employees and staff are made aware of this procedure and related practices. The materials will include reporting procedures, educational processes, and possible consequences.

When necessary, timelines may be adjusted by the public charter school by communicating to all parties in writing. This communication must include a new timeline and an explanation of why the timeline must be adjusted.

# Corbett School District 39

Code: AD  
Adopted: 2/21/07  
Orig. Code: AD

## Philosophy of Education

(OSBA has removed this policy from its samples.)

It is the intent of the Corbett School District to provide quality educational opportunities for all students in the district's schools to help them become productive members of a changing society. To accomplish this intent, the Board endorses the following set of beliefs about the education of children:

1. Nothing in this district is more important than its children;
2. No activity in this district is more important than the education and training of its children;
3. The school shares with the family and the community at large the formation of habits, skills and attitudes of the children of the community;
4. Instruction is the heart of the school system. Therefore, the work of the Board and the employees in all other departments is directed toward supporting the instructional program;
5. Students need to develop self-esteem, respect for authority and a sense of trust. To develop these traits, students need a friendly and stimulating environment where each student is treated as an individual;
6. Each student should be helped to develop to his/her full potential;
7. Fair and consistent discipline is essential to education.

END OF POLICY

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### Legal Reference(s):

[ORS 329.025](#)  
[ORS 329.035](#)

[ORS 332.107](#)

[OAR 581-022-1020](#)

# Corbett School District 39

Code: AE  
Adopted: 10/16/13  
Orig. Code(s): AE

## District Goals

(OSBA has removed this policy from its samples)

The district shall maintain a coordinated valid and reliable data-driven K-12 program designed to improve student achievement, support students' academic growth beyond proficiency in the knowledge and skills of the student's current grade level, encourage their attainment of individual goals and successfully prepare students to function effectively in a rapidly changing world and for the futures they choose to pursue.

The district will work with staff, parents and community members through 21st Century Schools Councils, local school committees and advisory committees to develop district goals that support the physical and cognitive growth and development of students. Goals will be adopted by the Board consistent with the goals adopted by the State Board of Education. Goals will be reviewed at least annually and revised as needed. Goals will utilize valid and reliable data for evaluating the success of curriculum, instruction, resource allocation and school improvement.

END OF POLICY

### Legal Reference(s):

[ORS 174.100](#)  
[ORS 192.630](#)  
[ORS 329.015](#)  
[ORS 329.025](#)

[ORS 329.485](#)  
[ORS 332.107](#)  
[ORS 659.850](#)  
[ORS 659A.003](#)

[ORS 659A.006](#)  
[ORS 659A.030](#)  
[OAR 839-003](#)

# Corbett School District 39

Code: BA  
Adopted: 10/16/97  
Orig. Code(s): BA

## Board Goals

(Optional policy that may get confused with the Board's goal setting process)

The Board is responsible to the people for whose benefit the district has been established. Further, the Board's current decisions will influence the future course of education in the district's schools. By virtue of this responsibility, the Board and each of its members must look to the future and to the needs of all district citizens. This requires a comprehensive perspective and long-range plan in addition to addressing immediate problems.

The Board's primary responsibility is to establish policies, purposes and programs and procedures which will best produce educational achievement. The Board is charged with accomplishing this while also being responsible for wise management of available resources. The Board must fulfill these responsibilities by functioning primarily as a legislative body which formulates and adopts policy, by selecting an executive officer to implement policy and by evaluating the results. Further, it must carry out its functions openly and seek the involvement of students, staff and the public during its decision-making processes.

In accordance with these principles, the Board, through its operations, will seek to achieve the following goals to:

1. Concentrate the Board's collective effort on policy-making and planning responsibilities;
2. Formulate Board policies that best serve each student's educational interests;
3. Provide the superintendent with sufficient and adequate guidelines for implementing Board policies;
4. Maintain effective communication with the students, staff and the public to maintain awareness of attitudes, opinions, desires and ideas;
5. Conduct Board business openly, soliciting and encouraging broad-based involvement of the students, staff and the public in the Board's decision-making processes.

END OF POLICY

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### Legal Reference(s):

[ORS 332.107](#)

# Corbett School District 39

Code: BB  
Adopted: 2/21/07  
Orig. Code: BB

## Board Legal Status

The constitution of the state of Oregon charges the Legislature with the providing by statute for a general system of common schools. The Legislature enacts laws to delegate the immediate control of the schools by locally elected boards of directors. Thus, the Board is the governing body of the Corbett School District.

Federal and state statutes and the rules of the State Board of Education define and outline the general powers and duties of the Board. The Oregon statutes authorize the Board to transact all business within the jurisdiction of the district to control the district schools, and to educate the children residing in the district. Oregon Administrative Rules establish further requirements and guidelines for the districts. The Board's duty is to carry out those statutes that are mandatory (e.g., "The Board shall..."), where the laws on a subject are permissive (e.g., "The Board may..."), the Board is empowered to exercise its judgment and discretion.

This district will be known as the Corbett School District No. 39 of Multnomah County. There will be seven members of the Board elected by zone.

The regular term of office of Board members will be four years. The terms of office will commence on the first day of July next following the regular district elections. The term of office for members appointed to fill a vacancy will be until June 30 following the next regular district election. The term of office for members appointed to fill a vacancy will be the time remaining in the vacated Board position. ~~Members will serve until their successors are elected.~~

END OF POLICY

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### Legal Reference(s):

[ORS 255.335](#)  
[ORS 332.018\(1\)](#)  
[ORS 332.030\(4\)](#)

[ORS 332.072](#)  
[ORS 332.075](#)  
[ORS 332.105](#)

[ORS 332.107](#)  
[ORS 335.505](#)

OR. CONST., art. VIII, § 3.

# Corbett School District 39

Code: BBA  
Adopted: 10/16/97  
Orig. Code: BBA

## Board Powers and Duties

The Legislature of the state of Oregon delegates to the Board responsibility for the conduct and governance of schools. The general powers granted to the Board, but not limited to:

### 1. Legislative or Rule-Making Authority

In regular or special public meetings, after open discussion and after the votes of members are ~~taken on the recorded~~, the Board will establish rules or policy to govern the conduct of its members and the proceedings of the Board.

The Board shall establish rules for ~~governance of schools and students~~ governing the programs and services of the district consistent with the rules of the State Board of Education rules, and with local, state and federal laws.

The Board is responsible for providing adequate and direct means for keeping itself informed about the needs and wishes of the public, and for keeping local ~~citizens~~ community patrons informed about the schools.

### 2. Judicial Authority

As provided by law, policy or contract, the Board acts as a fact-finding body or a court of appeal for staff members, students and the public when issues involve Board policies or agreements and their ~~fair~~ implementation, and when the Board must determine the rights, duties or obligations of those persons who come before it.

### 3. Executive/Administrative Authority

The Board will appoint a superintendent delegated to establish administrative regulations to implement Board policy and goals. The Board will evaluate the superintendent's ~~in the performance of his/her duties~~.

The Board may establish academic and financial goals for the district and evaluate the superintendent's implementation of those goals.

The Board will oversee the financial affairs of the district by authorizing, appropriating and ~~approving~~ adopting budgets and by proposing ~~tax levy~~ local option or bond elections, ~~when appropriate and as allowed by law,~~ to provide for operation of programs and maintenance or acquisition of district property.

The Board ~~is authorized~~ will authorized the superintendent to approve payment on all contracts and ~~business to transactions~~ all business coming within the jurisdiction of the district in accordance with

**Board policies on purchasing and budget requirements.** The Board will provide for an annual audit of the district's assets.

The ~~Board~~ **district** will employ the staff necessary to carry out the educational program and will provide for regular evaluation of staff.

The Board will direct the collective bargaining process to establish ~~labor contracts~~ **collective bargaining agreements** with the district's personnel. The Board will establish, through the collective bargaining process where appropriate, salaries and salary schedules, other terms and conditions of employment, and personnel policies for districtwide application.

The Board will establish the days of the year and the hours of the day when school will be in session.

END OF POLICY

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**Legal Reference(s):**

[ORS 192.630](#)

[ORS 243.656](#)

[ORS Chapters 279A, 279B](#) and [279C](#)

[ORS 294.305](#) to -294.565

[ORS 328.205](#) to -328.304

[ORS 332.072](#)

[ORS 332.075](#)

[ORS 332.105](#)

[ORS 332.107](#)

[ORS Chapter 339](#)

[ORS 342.805](#) to -342.937

[ORS Chapter 343](#)

# Corbett School District 39

Code: BBAA  
Adopted: 4/17/19  
Orig. Code(s): BBAA

## Individual Board Member's Authority and Responsibilities

An individual Board member exercises the authority and responsibility of their position when the Board is in legal session only.

A Board member has the authority to act in the name of the Board when authorized by a specific Board motion. The affirmative vote of the majority of members of the Board is required to transact any business. When authorized to act as the district's designated representative in collective bargaining, a Board member may make and accept proposals in bargaining subject to subsequent approval by the Board.

A Board member has the right to express personal opinions. When expressing such opinions in public, the Board member must clearly identify the opinions as ~~their~~ their own.

Members will be knowledgeable of information requested through Board action, supplied by the superintendent, gained through attendance at district activities and through professional Board activities.

Members of the Board will adhere to the following in carrying out the responsibilities of membership:

### 1. Request for Information

Any individual Board member who desires a copy of an existing written report or survey prepared by the administrative staff will make such a request to the superintendent. A copy of the material may be made available to each member of the Board. Requests for the generation of reports or information, which require additional expense to the district, must be submitted to the Board for consideration.

### 2. Requests for Legal Opinions

Requests for legal opinions by a Board member must be approved by a majority vote of the Board. If the legal opinion sought involves the superintendent's employment or performance, the request should be made to the board chair. Legal counsel is responsible to the Board.

### 3. Action on Complaints or Requests Made to Board Members

When Board members receive complaints or requests for action from staff, students or members of the public, the Board members will direct the staff, students, members of the public to the appropriate complaint policy. Such information will be conveyed to the superintendent.

### 4. Board Member's Relationship to Administration

Individual Board members will be informed about the district's educational program, may visit schools or other facilities to gain information, and may request information from the superintendent. No individual Board member may direct the superintendent to action without Board authorization. Board members will not intervene in the administration of the district or its schools.

5. Contracts or Agreements

All contracts of the district must be approved by the Board, unless otherwise delegated by the Board to the superintendent or designee for approval, before an order can be drawn for payment. If a contract is made without authority of the Board, the individual making such contract shall be personally liable.

END OF POLICY

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**Legal Reference(s):**

[ORS 332.045](#)

[ORS 332.055](#)

[ORS 332.057](#)

[ORS 332.075](#)

38 OR. ATTY. GEN. OP. 1995 (1978)

S. Benton Educ. Ass'n v. Monroe Union High Sch. Dist., 83 Or. App. 425 (1987).

# Corbett School District 39

Code: BBB  
Adopted: 2/21/07  
Orig. Code: BBB

## Board Elections/Board Member Qualifications

### 1. Number of Directors

The Board will consist of seven members nominated and elected at large and will be known as the District School Board. **The term of office shall be for four years.**

### 2. Designation of Board Positions

Positions of Board members and their respective successors in office will be designated by positions numbered No. 1, No. 2, No. 3, No. 4, No. 5, No. 6 and No. 7. In all proceedings for the nomination or election of candidates for or to the office of a Board member, every petition for nomination, declaration of candidacy, certificate of nomination, ballot or other document used in connection with the nomination or election will state the position number to which the candidate aspires.

**Individuals may seek more than one elected position such as school board and education services district board.**

Re-elections for Board positions will occur as follows:

- Position No. 1: Spring ~~1999~~2023, and every four years thereafter;
- Position No. 2: Spring ~~2001~~2021, and every four years thereafter;
- Position No. 3: Spring ~~2001~~2021, and every four years thereafter;
- Position No. 4: Spring ~~2001~~2021, and every four years thereafter;
- Position No. 5: Spring ~~2001~~2021, and every four years thereafter;
- Position No. 6: Spring ~~1999~~2023, and every four years thereafter;
- Position No. 7: Spring ~~1999~~2023, and every four years thereafter.

END OF POLICY

### Legal Reference(s):

[ORS 249.013](#)  
[ORS 255.235](#)

[ORS 255.245](#)  
[ORS 332.011](#)

[ORS 332.018](#)  
[ORS 332.118 to -332.138](#)

# Corbett School District 39

Code: BBBA  
Adopted: 2/21/07  
Orig. Code(s): BBBA

## Board Member Qualifications

A person is eligible to serve as a Board member if he/she is an elector of the district. An “elector” means an individual qualified to vote under Section 2, Article II of the Oregon Constitution. The individual must be 18 years of age or older, registered to vote at least 20 calendar days immediately preceding any election in the manner provided by law and must have been a resident within the district for one year immediately preceding the election or appointment. Additionally, if the district is zoned, the individual must meet the requirements of Oregon Revised Statute (ORS) 332.124 - 332.126.

No person who is an employee of the district is eligible to serve as a Board member while so employed. A person who is an employee of a public charter school may not serve as a member of the Board of the district in which the public charter school that employs the person is located.

END OF POLICY

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### Legal Reference(s):

[ORS 247.002](#)  
[ORS 247.035](#)  
[ORS 249.013](#)

[ORS 332.016](#)  
[ORS 332.018](#)  
[ORS 332.030](#)

[ORS 332.124](#)  
[ORS 332.126](#)

Oregon Constitution, Article II, Section 2.

# Corbett School District 39

Code: BBBB  
Adopted: 10/16/97  
Orig. Code(s): BBBB

## Board Member Oath of Office

~~New directors~~ Any elected or appointed Board member must qualify by taking an oath of office before assuming the duties of office. The oath of office will be in the following form:

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will support the Constitution of the United States, the Constitution of the state of Oregon and the laws thereof, and the policies of the Corbett School District. I will faithfully and impartially discharge the duties of the Office of School Board Member according to the best of my ability during the term for which I have been appointed.

\_\_\_\_\_  
Signature

END OF POLICY

### Legal Reference(s):

[ORS 332.005](#)

# Corbett School District 39

Code: BBC  
Adopted: 8/17/16  
Orig. Code(s): BBC

## Board Member Resignation

The Board believes that any citizen who files and seeks election or appointment to the Board should do so with full knowledge of and appreciation for the investment in time, effort and dedication expected of all Board members, and that the citizen's intent is to serve a full term of office.

When a member decides to terminate service, the Board requests earliest possible notification of intent to resign so the Board may plan for the continuity of Board business. Resignations must be made in writing. Board members can resign the office effective at a future date. If the resignation is effective at a future date, the resignation is binding unless withdrawn in writing by the end of the third business day after the resignation is made.

The Board ~~will~~ **shall** announce the resignation and declare the vacancy at ~~its~~ **next** Board meeting.

The Board will determine the procedures to be used in filling the vacancy. The Board may begin a replacement process and select a successor prior to the effective date of resignation; however, the actual appointment shall not be made before the resignation date.

END OF POLICY

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### Legal Reference(s):

[ORS 236.320](#)

[ORS 236.325](#)

[ORS 332.030](#)

# Corbett School District 39

Code: BBD  
Adopted:

## Board Member Removal from Office

The Board shall declare the office of a director vacant upon any of the following:

1. The death or resignation of an incumbent;
2. When an incumbent ceases to be a resident of the district;
3. When an incumbent ceases to discharge the duties of office for two consecutive months unless prevented by sickness or unavoidable cause;
4. When an incumbent ceases to discharge the duties of office for four consecutive months for any reason;
5. When an incumbent is removed from office by judgment of any court;
6. When an incumbent has been recalled from office by district voters;
7. ~~[When an incumbent is elected by zone and moves from the zone to which he/she was elected. The incumbent shall continue to serve as director to June 30 next following the next regular district election. At that election, a successor shall be elected to serve the remainder, if any, of the unexpired term to which the director was elected. If the term to which the director was elected expires June 30 next following the election of the successor, the successor shall be elected to a full term.]~~

~~Vacancies will be filled through appointment by the Board unless a majority of the positions are vacant at the same time. In that case, vacancies will be filled by the [ ] Education Service District.~~

END OF POLICY

### Legal Reference(s):

[ORS 249.865 to -249.877](#)

[ORS 332.030](#)

[ORS 408.240](#)

# Corbett School District 39

Code: BBE  
Adopted: 3/16/00  
Orig. Code: BBE

## Vacancies on the Board

~~The Board believes that any citizen who files for and seeks election to the Board should do so with the full knowledge of and appreciation for the investment in time, effort and dedication expected of all Board members, and that each citizen who seeks the office of school director intends to serve a full term and attend all meetings, unless there are extenuating circumstances.~~

~~The Board will declare the office of a director vacant upon any of the following:~~

- ~~1. The death or resignation of an incumbent;~~
- ~~2. When an incumbent ceases to be a resident of the district;~~
- ~~3. When an incumbent ceases to discharge the duties of the office for two consecutive months unless prevented by illness or other unavoidable cause;~~
- ~~4. When an incumbent ceases to discharge the duties of office for four consecutive months for any reason;~~
- ~~5. When an incumbent is removed from office by judgment or decree of any competent court;~~
- ~~6. When an incumbent has been recalled from office by the voters of the district.~~

~~A resignation becomes effective when officially accepted by the Board at its next regular meeting. The Board will announce the resignation and declare the vacancy at that meeting. The Board will determine the procedures to be used in filling the vacancy.~~

Vacancies will be filled by appointment by the Board; however, the appointee must be a legally registered voter and must have been a resident within the district for one year immediately preceding the appointment. If the vacancy occurs, the Board shall advertise for a 20-day period to find an eligible resident.

In the event of multiple vacancies the position of the Board member who resigned first will be filled first.

Upon appointment by the Board, the newly appointed Board member(s) will be sworn and will be seated immediately.

If the offices of a majority of the directors of the district are vacant at the same time, the directors of the Multnomah County Education Service District will appoint persons to fill the vacancies from the qualified voters of the district.

Board elections are held every odd-numbered year which for the purposes of this policy are termed “election” years. The appointee:

1. Will serve until June 30 following the next “election,” at which time the individual elected in ~~March~~ **May** of that year will fill the remaining portion of an unexpired term or serve a full four year term; or
2. Will serve until June 30 of a subsequent “election” year if the vacancy occurs after the filing date in an “election” year.

A Board member so elected as a replacement will serve the remaining years of the term of office of the Board member being replaced.

~~In the event of multiple vacancies the position of the Board member who resigned first will be filled first.~~

~~Upon appointment by the Board, the newly appointed Board member(s) will be sworn and will be seated immediately.~~

~~If the offices of a majority of the directors of the district are vacant at the same time, the directors of the Multnomah County Education Service District will appoint persons to fill the vacancies from the qualified voters of the district.~~

END OF POLICY

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**Legal Reference(s):**

[ORS 249.865 to -249.877](#)  
[ORS 255.245](#)

[ORS 255.335](#)  
[ORS 332.030](#)

[ORS 332.122](#)  
[ORS 332.124](#)

# Corbett School District 39

Code: BBF  
Adopted: 2/21/07  
Orig. Code: BBF

## Board Member Ethics

(Version 1)

(see updated version)

A school Board member should:

1. Understand that his/her basic function is “policy making” and not “administrative”;
2. Discourage standing subcommittees of the Board, however, the Board recognizes the value of forming ad hoc committees at various times to address specific issues;
3. Respect the rights of school patrons to be heard at official meetings;
4. Recognize that authority rests only with the Board in official meetings;
5. Recognize that he/she has no legal status to act for that Board outside of official meetings;
6. Refuse to participate in “secret” meetings, or other irregular meetings which are not official and which all members do not have the opportunity to attend or have not been advertised;
7. Refuse to make commitments on any matter which should properly come before the Board as a whole;
8. Make decisions only after all available facts bearing on a question have been presented and discussed;
9. Respect the opinion of others and graciously accept the principle of “majority rule” in Board decisions;
10. Recognize the superintendent should have full administrative authority for properly discharging his/her professional duties within limits of established Board policy;
11. Act only after hearing the recommendations of the superintendent in matters of employment or dismissal of school personnel at an official meeting;
12. Recognize that the superintendent is the educational adviser to the Board and should be present at all meetings of the Board except when his/her contract and salary are under consideration;
13. Refer all complaints or problems to the proper administrative office and discuss them only at a regular meeting after failure of administrative solution;
14. Present personal criticisms of any school operation directly to the superintendent rather than to school personnel;
15. Insist that all school business transactions be on an ethical and above board basis;

16. Refuse to use his/her position on a school Board in any way, whatsoever, for personal gain or for personal prestige;
17. Refuse to bring personal problems into Board considerations;
18. Advocate honest and accurate evaluation of all past employees when such information is requested by another school district;
19. Give the staff the respect and consideration due skilled professional personnel.

END OF POLICY

**Legal Reference(s):**

[ORS 162.015 - 162.035](#)  
[ORS 162.405 - 162.425](#)  
[ORS 192.610 - 192.710](#)  
[ORS 244.040](#)

[ORS Chapter 244](#)  
[ORS 332.055](#)  
[ORS 419B.005](#)  
[ORS 419B.010](#)

[ORS 419B.015](#)  
[Senate Bill 415 \(2019\)](#)

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# Corbett School District 39

Code:  
Adopted:

BBF

## Board Member Standards of Conduct

(Version 2)

A Board member should:

1. Comply with ethics laws for public officials;
2. Understand that the Board sets the standards for the district through Board policy. Board members do not manage the district on a day-to-day basis;
3. Understand that the Board makes decisions by a quorum vote of the Board. Individual Board members may not commit the Board to any action;
4. Respect the right of other Board members to have opinions and ideas which differ;
5. Recognize that decisions made by a quorum vote are the final decisions of the Board. Such decisions should be supported by all Board members;
6. Make decisions only after the facts are presented and discussed;
7. Understand the chain of command and refer problems or complaints to the proper administrative office;
8. Recognize that the Board must comply with the Public Meetings Law and only has authority to make decisions at properly noticed Board meetings;
9. Insist that all Board and district business is ethical and honest;
10. Be open, fair and honest — no hidden agendas;
11. Understand that Board members will receive information that is confidential and cannot be shared;
12. Recognize that the superintendent is the Board's employee and designated as the chief executive officer of the district;
13. Take action only after hearing the superintendent's recommendations;
14. Refuse to bring personal or family problems into Board considerations;
15. Give district staff the respect and consideration due to skilled, professional employees;
16. Present personal criticism of district operations to the superintendent, when appropriate, not to district staff;

17. Respect the right of the public to attend and observe Board meetings;
18. Respect the right of the public to be informed about district decisions and school operations as allowed by law;
19. Remember that content discussed in executive session is confidential;
20. Use social media, websites, or other electronic communication judiciously, respectfully, and in a manner that does not violate Oregon’s Public Meetings Laws;
21. When posting online or to social media, Board members will treat and refer to other Board members, staff, students and the public with respect, and will not post confidential information about students, staff or district business;
22. A Board member is a mandatory reporter of child abuse. A Board member having reasonable cause to believe that any child with whom the Board member comes in contact with has suffered abuse or that any person with whom the Board member comes in contact with has abused a child shall immediately make an oral report by telephone or otherwise to the local Department of Human Services (DHS), to the designee of the department or to a local law enforcement within the county where the person making the report is located at the time of contact.

END OF POLICY

**Legal Reference(s):**

[ORS 162.015 - 162.035](#)  
[ORS 162.405 - 162.425](#)  
[ORS 192.610 - 192.710](#)

[ORS Chapter 244](#)  
[ORS 332.055](#)  
[ORS 419B.005](#)

[ORS 419B.010](#)  
[ORS 419B.015](#)  
[Senate Bill 415 \(2019\)](#)

# Corbett School District 39

Code: BBFA  
Adopted: 6/15/16  
Orig. Code: BBFA

## Board Member Conflicts of Interest

No Board member will use his/her official position or office to obtain personal financial benefit or to avoid financial detriment for him or herself, relatives or household members, or for any business with which the Board member, a household member or a relative is associated.

This prohibition does not apply to any part of an official compensation package, honorarium allowed by Oregon Revised Statute (ORS) 244.042, reimbursement of expenses, or unsolicited awards of professional achievement. Further, this prohibition does not apply to gifts from one without a legislative or administrative interest. Nor does it apply if the gift is under the annual \$50 gift limit from one who has a legislative or administrative interest in any matter subject to the decision or vote of the Board member. District-provided meals at board meetings are acceptable under the reimbursement of expenses exception.

### I. Conflicts of Interest

“Business” means any corporation, partnership, proprietorship, enterprise, association, franchise, firm, organization, self-employed individual or any legal entity operated for economic gain. This definition excludes any income-producing tax exempt 501(c) not-for-profit corporation with which a public official or a relative of the public official is associated only as a member or board director or in a nonremunerative capacity.

“Business with which a Board member or relative is associated” means any private business or closely held corporation of which a Board member or relative is a director, officer, owner, employee or agent or any private business or closely held corporation in which a Board member or relative owns or has owned stock, another form of equity interest, stock options or debt instruments worth \$1,000 or more at any point in the preceding year; any publicly held corporation in which a Board member or relative owns or has owned \$100,000 or more in stock or another form of equity interest, stock options or debt instruments at any point in the preceding calendar year; or any publicly held corporation of which a Board member or relative is a director or officer.

“Relative” means the spouse<sup>1</sup>, parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law of the Board member; or the parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law of the spouse of the Board member. Relative also includes any individual for whom the Board member has a legal support obligation, whose employment provides benefits<sup>2</sup> to the Board member, or who receives any benefit from the Board member’s public employment position.

“Member of the household” means any person who resides with the public official.

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<sup>1</sup> The term spouse includes domestic partner.

<sup>2</sup> Examples of benefits may include, but not be limited to, elements of an official compensation package including benefits such as insurance, tuition or retirement allotments.

No Board member will solicit or receive, either directly or indirectly, any pledge or promise of future employment based on any understanding that the Board member's vote, official action or judgment would be thereby influenced.

No Board member will attempt to use or use for personal gain any confidential information gained through his/her official position or association with the district. A Board member will respect individuals' privacy rights when dealing with confidential information gained through association with the district.

If a Board member participates in the authorization of a public contract, the Board member may not have a direct beneficial financial interest in that public contract for two years after the date the contract was authorized.

Individual Board members and the Board as a public entity are bound by the ethics laws for public officials as stated in Oregon law.

### **Potential Conflict of Interest**

"Potential conflict of interest" means any action or any decision or recommendation by a Board member that could result in a financial benefit or detriment for self or relatives or for a business with which the Board member or relatives are associated, unless otherwise provided by law.

A Board member must publicly declare a potential conflict of interest. A Board member may, after declaring his/her potential conflict of interest, either vote or abstain on the issue. Abstaining from a vote does not meet the legal requirement of publicly stating a potential conflict.

### **Actual Conflict of Interest**

"Actual conflict of interest" means any action or any decision or recommendation taken by a Board member that would result in a financial benefit or detriment to self or relatives or for any business with which the Board member or relatives are associated, unless otherwise provided by law.

A Board member must publicly declare an actual conflict of interest. The Board member may not vote lawfully if an actual conflict of interest exists unless a vote is needed to meet a minimum requirement of votes to take official action. Such a vote does not allow the Board member to participate in any discussion or debate on the issue out of which an actual conflict arises.

### **Class Exception**

It will not be a conflict of interest if the Board member's action would affect to the same degree a class consisting of all inhabitants of the state, or a smaller class consisting of an industry, occupation or other group including one of which or in which the person, or the person's relative or business with which the person or the person's relative is associated, is a member or is engaged. For example, if a Board member's spouse is a member of the collective bargaining unit, the Board member may vote to approve the contract, as it will affect all members of that class to the same degree. However, if the collective bargaining unit is very small, the class exception may not apply. Similarly, if the contract contains special provisions that might apply only to particular persons, then the class exception may not apply. For example, if a Board member's spouse is the only one in the bargaining unit that has a doctorate and there is a pay differential for employees with doctorates in the collective bargaining agreement, the Board member should not vote on the contract.

## II. Gifts

Board members are public officials and therefore will not solicit or accept a gift or gifts with an aggregate value in excess of \$50 from any single source in a calendar year that has a legislative or administrative interest in any matter subject to the decision or vote of the Board member. All gift related provisions apply to the Board member, their relatives, and members of their household. The \$50 gift limit applies separately to the Board member and to the Board member's relatives or members of household, meaning that the Board member, each member of their household and relative can accept up to \$50 each from the same source/gift giver. "Gift" means something of economic value given to a Board member without valuable consideration of equivalent value, which is not extended to others who are not public officials on the same terms and conditions.

"Relative" means: the spouse<sup>3</sup>, parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law of the Board member; or the parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law of the spouse of the Board member. Relative also includes any individual for whom the Board member has a legal support obligation, whose employment provides benefits<sup>4</sup> to the Board member, or who receives any benefit from the Board member's public employment position.

"Member of the household" means any person who resides with the Board member.

### Determining the Source of Gifts

Board members should not accept gifts in any amount without obtaining information from the gift giver as to who is the source of the gift. It is the Board member's personal responsibility to ensure that no single source provides gifts exceeding an aggregate value of \$50 in a calendar year, if the source has a legislative or administrative interest in any matter subject to the decision or vote of the Board member. If the giver does not have a legislative/administrative interest, the ethics rules on gifts do not apply and the Board member need not keep track of it, although they are advised to do so anyway in case of a later dispute.

### Determining Legislative and Administrative Interest

A "legislative or administrative interest" means an economic interest distinct from that of the general public, in any action subject to the decision or vote of a person acting in the capacity of a Board member. For example, everyone within a county has a general interest in the fire department, but the person who sells the uniforms to the fire department has a legislative or administrative interest in the fire department that is distinct from the general public.

### Determining the Value of Gifts

The fair market value of the merchandise, goods, or services received will be used to determine benefit or value.

"Fair market value" is the dollar amount goods or services would bring if offered for sale by a person who desired, but was not obligated, to sell and purchased by one who is willing, but not obligated, to buy. Any portion of the price that was donated to charity, however, does not count toward the fair market value of

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

<sup>4</sup> Ibid. p. 1

the gift if the Board member does not claim the charitable contribution on personal tax returns. Below are acceptable ways to calculate the fair market value of a gift:

1. In calculating the per person cost at receptions or meals the payor of the Board member's admission or meal will include all costs other than any amount donated to a charity.

For example, a person with a legislative or administrative interest buys a table for a charitable dinner at \$100 per person. If the cost of the meal was \$25 and the amount donated to charity was \$75, the benefit conferred on the Board member is \$25. This example requires that the Board member does not claim the charitable contribution on personal tax returns.

2. For receptions and meals with multiple attendees, but with no price established to attend, the source of the Board member's meal or reception will use reasonable methods to determine the per person value or benefit conferred. The following examples are deemed reasonable methods of calculating value or benefit conferred:
  - a. The source divides the amount spent on food, beverage and other costs (other than charitable contributions) by the number of persons whom the payor reasonably expects to attend the reception or dinner;
  - b. The source divides the amount spent on food, beverage and other costs (other than charitable contributions) by the number of persons who actually attend the reception or dinner; or
  - c. The source calculates the actual amount spent on the Board member.
3. Upon request by the Board member, the source will give notice of the value of the merchandise, goods, or services received.
4. Attendance at receptions where the food or beverage is provided as an incidental part of the reception is permitted without regard to the fair market value of the food and beverage provided.

### **Value of Unsolicited Tokens or Awards: Resale Value**

Board members may accept unsolicited tokens or awards that are engraved or are otherwise personalized items. Such items are deemed to have a resale value under \$25 (even if the personalized item cost the source more than \$50), unless the personalized item is made from gold or some other valuable material that would have value over \$25 as a raw material.

### **Entertainment**

Board members may not solicit or accept any gifts of entertainment over \$50 in value from any single source in a calendar year that has a legislative or administrative interest in any matter subject to the decision or vote of the Board member unless:

1. The entertainment is incidental to the main purpose of another event (i.e., a band playing at a reception). Entertainment that involves personal participation is not incidental to another event (such as a golf tournament at a conference); or
2. The Board member is acting in their official capacity for a ceremonial purpose.

Entertainment is ceremonial when a Board member appears at an entertainment event for a "ceremonial purpose" at the invitation of the source of the entertainment who requests the presence

of the Board member at a special occasion associated with the entertainment. Examples of an appearance by a Board member at an entertainment event for a ceremonial purpose include throwing the first pitch at a baseball game, appearing in a parade and ribbon cutting for an opening ceremony.

## Exceptions

The following are exceptions to the ethics rules on gifts:

1. Campaign contributions are not considered gifts under the ethics rules;
2. Gifts from “relatives” and “members of the household” to the Board member are permitted in an unlimited amount; they are not considered gifts under the ethics rules;
3. Informational or program material, publications, or subscriptions related to the recipient’s performance of official duties;
4. Contributions made to a legal expense trust fund if certain requirements are met;
5. Food, lodging, and travel generally count toward the \$50 aggregate amount per year from a single source with a legislative or administrative interest, with the following exceptions:
  - a. Organized Planned Events. Board members are permitted to accept payment for travel conducted in the Board member’s official capacity, for certain limited purposes:
    - (1) Reasonable expenses (i.e., food, lodging, travel, fees) for attendance at a convention, fact-finding mission or trip, or other meeting do not count toward the \$50 aggregate amount IF:
      - (a) The Board member is scheduled to deliver a speech, make a presentation, participate on a panel, or represent the district; AND
        - (i) The giver is a unit of a:
          - 1) Federal, state, or local government;
          - 2) An Oregon or federally recognized Native American Tribe; OR
          - 3) Nonprofit corporation.
        - (b) The Board member is representing the district:
          - (i) On an officially sanctioned trade-promotion or fact-finding mission; OR
          - (ii) Officially designated negotiations or economic development activities *where receipt of the expenses is approved in advance by the Board.*
      - (2) The purpose of this exception is to allow Board members to attend organized, planned events and engage with the members of organizations by speaking or answering questions, participating in panel discussions or otherwise formally discussing matters in their official capacity. This exception to the gift definition does not authorize private meals where the participants engage in discussion.

6. Food or beverage, consumed at a reception, meal, or meeting IF held by an organization and IF the Board member is representing the district. Again, this exception does not authorize private meals where the participants engage in discussion.

“Reception” means a social gathering. Receptions are often held for the purpose of extending a ceremonial or formal welcome and may include private or public meetings during which guests are honored or welcomed. Food and beverages are often provided, but not as a plated, sit-down meal;

7. Food or beverage consumed by Board member acting in an official capacity in the course of financial transactions between the public body and another entity described in ORS 244.020(6)(b)(I)(i);
8. Waiver or discount of registration expenses or materials provided to Board member at a continuing education event that the Board member may attend to satisfy a professional licensing requirement;
9. A gift received by the Board member as part of the usual or customary practice of the Board member’s private business, employment or position as a volunteer that bears no relationship to the Board member’s holding of public office.

### **Honoraria**

A Board member may not solicit or receive, whether directly or indirectly, honoraria for the Board member or any relative or member of the household of the Board member if the honoraria are solicited or received in connection with the official duties of the Board member.

The honoraria rules do not prohibit the solicitation or receipt of an honorarium or a certificate, plaque, commemorative token or other item with a value of \$50 or less; or the solicitation or receipt of an honorarium for services performed in relation to the private profession, occupation, avocation or expertise of the Board member or candidate.

END OF POLICY

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

[ORS 162.015 to -162.035](#)  
[ORS 162.405 to -162.425](#)

[ORS 244.010 to -244.400](#)  
[ORS 332.055](#)

[OAR 199-005-0001 to -199-010-0150](#)

38 OR. ATTY. GEN. OP. 1995 (1978)

OR. ETHICS COMM’N, OR. GOV’T ETHICS LAW, A GUIDE FOR PUBLIC OFFICIALS.

# Corbett School District 39

Code: BBFB  
Adopted: 6/15/16  
Orig. Code(s): BBFB

## Board Member Ethics and Nepotism

In order to avoid both potential and actual conflicts of interests, Board members will abide by the following rules when a Board member's relative or member of the household is seeking and/or holds a position with the district:

1. A Board member may not appoint, employ, promote, discharge, fire, or demote or advocate for such an employment decision for a relative or member of the household, unless the Board member complies with the conflict of interest requirements of Oregon Revised Statute (ORS) Chapter 244.

This policy does not apply to decisions regarding unpaid volunteer positions unless it is a Board member position or another Board-related unpaid volunteer position (i.e. a Board committee position).

2. A Board member may not participate as a public official in any interview, discussion, or debate regarding the appointment, employment, promotion, discharge, firing, or demotion of a relative or member of the household. A Board member may still serve as a reference or provide a recommendation.

For the purposes of this policy:

“Member of the household” means any person who resides with the Board member.

“Relative” means: the spouse<sup>1</sup>, parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law of the Board member; or the parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law of the spouse of the Board member. Relative also includes any individual for whom the Board member has a legal support obligation, whose employment provides benefits<sup>2</sup> to the Board member, or who receives any benefit from the Board member's public employment position.

### Class Exception

It will not be a conflict of interest if the Board member's action would affect to the same degree a class including the Board member's relative or household member. For example, if a Board member's spouse is a member of the collective bargaining unit, the Board member may vote to approve the contract, as it will affect all members of that class to the same degree. However, if the collective bargaining unit is very small, the class exception may not apply. Similarly, if the contract contains special provisions that might apply only to particular persons, then the class exception may not apply. For example, if a Board member's spouse is the only one in the bargaining unit that has a doctorate and there is a pay differential

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<sup>1</sup> The term spouse includes domestic partner.

<sup>2</sup> Examples of benefits may include, but not be limited to, elements of an official compensation package including benefits such as insurance, tuition or retirement allotments.

for employees with doctorates in the collective bargaining agreement, the Board member should not vote on the contract.

END OF POLICY

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**Legal Reference(s):**

[ORS 244.010](#) to -244.400

[ORS 659A.309](#)

[OAR 199-005-0001](#) to -199-010-0150

OR. ETHICS COMM'N, OR. GOV'T ETHICS LAW, A GUIDE FOR PUBLIC OFFICIALS.

# Corbett School District 39

Code: BBFC  
Adopted:

## Reporting of Suspected Abuse of a Child

A Board member is a mandatory reporter of child abuse. A Board member having reasonable cause to believe that any child with whom the Board member comes in contact with has suffered abuse or that any person with whom the Board member comes in contact with has abused a child shall immediately notify the Oregon Department of Human Services (DHS) or local law enforcement pursuant to Oregon Revised Statute (ORS) 419B.015.

The Board member making a report of child abuse, as required by ORS 419B.010, shall make an oral report by telephone or otherwise to the local office of the Department of Human Services, to the designee of the department or to a law enforcement agency within the county where the Board member making the report is located at the time of the contact.

The report shall contain, if known: the names and addresses of the child and the parents of the child or other persons responsible for the care of the child; the child's age; the nature and extent of the abuse, including any evidence of previous abuse; the explanation given for the abuse; and any other information that the Board member making the report believes might be helpful in establishing the cause of the abuse and the identity of the perpetrator.

END OF POLICY

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### Legal Reference(s):

[ORS 332.107](#)  
[ORS 419B.005](#)

[ORS 419B.010](#)  
[ORS 419B.015](#)

[Senate Bill 415 \(2019\)](#)

# Corbett School District 39

Code: BC/BCA  
Adopted: 1/27/00  
Orig. Code: BC/BCA

## Organizational Meeting

No later than the next regular meeting following July 1, the Board will organize itself for the year. **In a Board election year, the Board organizational meeting must be no later than July 31<sup>st</sup>.** At that time the Board shall elect a chairman and vice chairman from among the members.

The organizational meeting will consist of, but not be limited to, the following actions:

1. **Designate** custodian of funds and select banking facilities;
2. **Administer** the oath of office to members-elect if that has not occurred previously. The superintendent, deputy clerk, chairman or selected members of the Board may administer the oath;
3. **Specify** date(s) and location(s) for regular Board meetings;
4. **Take** such other organizational actions as are prescribed by law or by Board practice.

The incumbent chairman of the Board will preside until a successor is elected, whereupon the successor will assume the chair. In the event no incumbent chairman or vice chairman remains on the Board, or neither is able to continue to serve as an officer, a temporary chairman will be selected to conduct the election.

END OF POLICY

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### Legal Reference(s):

[ORS 255.335](#)

[ORS 332.040 to -332.045](#)

[ORS 332.057](#)

# Corbett School District 39

Code: BCB  
Adopted: 10/16/97  
Orig. Code: BCB

## Board Officers

The Board chairman will:

1. Assist the superintendent in establishing the agenda for regular meetings of the Board;
2. Call special meetings when required;
3. Preside at all meetings of the Board and enforce the rules of order;
4. Sign the minutes and other official documents that require the signature of the chairman;
5. Represent the district and the Board at official functions, unless this duty is delegated by the chairman or the Board to another member of the Board;
6. Appoint all committees unless otherwise ordered by the Board and will be an ex-officio member of all such committees;
7. Have the right to discuss issues and may vote on any issue.

In the absence, incapacitation or death of the chair, the vice chair will perform the duties of the chair and, when so acting, will have the chair's powers. The vice chair will perform other functions as designated by the Board.

### Board or District Spokesmanperson

The Board may appoint one of its members, usually the chairman, or another authorized person to make authorized statements to the public or the media when the Board deems that, under the circumstances, the district's position should be articulated by a single voice. The spokesmanperson serves at the Board's direction and may be removed or replaced at any time by action of the entire a majority of the Board.

### Board Secretary

The superintendent will designate a staff member to serve as Board secretary and will directly supervise and evaluate the secretary. The secretary to the Board will take notes at Board meetings, compile minutes and perform related work as assigned by the superintendent or requested by the Board chairman.

These duties will include, but not be limited to, the following:

1. Record the disposition of all matters on which the Board considered action;
2. Prepare, check and distribute minutes in advance for approval at the next Board meeting;
3. Maintain properly authenticated official copies of the minutes;

4. [REDACTED] Maintain the official record of policies of the Board;
5. Properly post all Board meetings;
6. Maintain in the district office a current copy of Robert's Rules of Order Newly Revised.

END OF POLICY

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**Legal Reference(s):**

[ORS 255.335](#)  
[ORS 332.040](#)

[REDACTED] [ORS 332.045](#)  
[REDACTED] [ORS 332.057](#)

[REDACTED] [OAR 166-400-0010\(9\)](#)

# Corbett School District 39

Code: BCBA  
Adopted: 10/16/97  
Orig. Code(s): BCBA

## Student Representative to the Board

The Board ~~has provided~~ **may provide** for a formalized ongoing method of communication with district students by establishing a position of student representative to the Board.

The student representative shall receive notice of meetings, the agenda and the appropriate agenda materials; be provided a place at the Board table; and shall have the same privileges of discussion as apply to Board members. The student representative shall not be a voting member of the Board nor shall he/she be permitted to attend executive sessions held by the Board.

~~The superintendent shall develop administrative regulations as needed for the implementation of this policy.~~

END OF POLICY

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### Legal Reference(s):

[ORS 332.107](#)

# Corbett School District 39

Code: BCD  
Adopted: 10/16/97  
Orig. Code: BCD

## Board-Superintendent Relationship

~~The superintendent is the Board's executive officer and as such directs the execution of Board decisions. He/She is authorized to implement reasonable rules and regulations in order to effect the Board policies and direction.~~

~~The caliber of the relationship between the Board and the superintendent is a critical factor in determining how well a school system operates. The Board should extend to the superintendent their trust in his/her integrity, respect for his/her professional training and experience, and confidence in his/her ability to administer the district. The superintendent should extend to the Board his/her loyalty, his/her best advice on decisions the Board must make and the most competent management of the school system he/she is capable of providing. Together, they should constitute a team for directing, managing and providing leadership to the school system.~~

~~In working together, both should be conscious of the importance of their relationship. Their actions should be consistent with an attitude of mutual trust and respect. This mutual trust and respect should be sufficient to allow both the Board and superintendent to periodically review their relationship and their joint performance to see how they can be improved.~~

The superintendent shall be the chief executive officer and shall be responsible for the professional leadership necessary to translate the will of the Board into administrative action.

The superintendent shall be responsible for all aspects of district operation and for such duties and powers pertaining thereto as directed or delegated by the Board, and to develop such procedures and regulations as he/she considers necessary to ensure efficient operation of the district.

The Board expects that the superintendent is professionally able and possesses outstanding qualities of leadership, vision and administrative skill and will implement all Board policies in good faith.

The superintendent can expect the Board will respect the superintendent's professional competence and extend to him/her full responsibility for implementation of Board policy decisions.

The Board holds the superintendent responsible for carrying out its policies within established guidelines and for keeping the Board informed about district operations.

END OF POLICY

### Legal Reference(s):

[ORS 332.107](#)

[ORS 332.505](#)

[ORS 332.515](#)

# Corbett School District 39

Code: BCE  
Adopted: 7/13/19  
Orig. Code: BCE

## Board Committees

The Board will not have standing committees. Special committees may be appointed by the Board for specific purposes to serve until their assignment is completed. The entire Board may meet as a committee-of-the-whole.

The function of special committees will be fact-finding, deliberative and advisory, rather than legislative or administrative. The committee will make recommendations directly to the Board as a whole, which alone may take action. Committee meetings may be called by the Board chair, the committee chair or any committee member.

Committee-of-the-whole meetings, called “work sessions,” may be held. Committee-of-the-whole meetings may be called by the Board chair or any two Board members.

All meetings of special committees and of committees-of-the-whole will follow the Public Meetings Law. The Board or its committees may sit in an executive session to discuss matters when such session is required or permitted by law.

All matters referred to a committee will be thoroughly investigated. A committee will not have the power to act for the Board except as the Board has specifically authorized, but will make recommendations to the Board. Committee recommendations and reports will become an official part of Board minutes.

A Board committee may appoint advisory members from the staff, student body or community with approval of the Board. Advisory members will be instructed in the committee’s functions and their status. Advisory members may not be included in considering whether a quorum of the committee is present, nor may they vote on recommendations to be made to the Board. Either an advisory member or an ex-officio member may present a written minority report to the Board.

END OF POLICY

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### Legal Reference(s):

[ORS 192.610 to -192.690](#)

[ORS 332.045](#)

[ORS 332.105](#)

# Corbett School District 39

Code: BCF  
Adopted: 7/31/19  
Orig. Code: BCF

## Advisory Committees to the Board

In an ongoing effort to increase communication with the public and to provide for community involvement, the Board may appoint advisory committees which include community members to consider matters of districtwide importance.

Recommendations of such committees will be given careful consideration by the Board, but such recommendations will not relieve the Board of its legal responsibility to make final decisions about such matters.

All meetings of advisory committees shall follow the Public Meetings Law. The press may attend and report proceedings. Visitors shall sit apart from the committee members and shall speak only when invited to do so by the committee chair.

The composition of advisory committees to the Board will be broadly representative and will take into consideration the specific tasks assigned to the committee. The process for the appointment of community members to an advisory committee will be determined by the Board. When requested and approved by the Board, appointment of staff members, when appropriate, will be made by the superintendent.

The Board will adopt guidelines for each committee as appropriate, which will include, but not be limited to, the following:

1. The committee's written charge which shall include, but not be limited to, a statement of purpose and responsibility;
2. The resources the Board will provide;
3. The length of time the committee is asked to serve and the approximate date(s) on which the Board wishes to receive the committee report(s).

Except as specifically provided by the Board, advisory committees will cease to function when their reports have been received by the Board or when the purposes for which they were established have been accomplished.

The Board may be represented on lay and professional committees that serve the Board in an advisory capacity, with specific Board members appointed by the chair, but normally such Board members will function as ex-officio members of the committees.

END OF POLICY

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### Legal Reference(s):

[ORS 192.610](#)  
[ORS 192.630](#)

[ORS 294.414](#)  
[ORS 329.704](#)

[ORS 332.107](#)

OR. DEP'T OF JUSTICE, OR. ATT'Y GENERAL'S MODEL PUBLIC CONTRACT RULES MANUAL.

# Corbett School District 39

Code: BCG  
Adopted: 10/16/97  
Orig. Code(s): BCG

## District's Attorney

(OSBA has removed this policy from its samples)

The Board will appoint an attorney to advise and represent the district. The appointment will be for one year on a fee basis, with reappointment subject to a vote of the Board.

The school attorney will be the chief legal adviser for the district. Without restricting the generality of the foregoing, it is his/her responsibility to:

1. Be present as requested at meetings of the Board and its committees;
2. Advise the Board and its officials when requested to do so on legal matters;
3. Advise the Board and superintendent on points of law where the rights and liabilities of the district may be affected;
4. Prepare and/or approve all legislation sought to be enacted by and expressly for the district;
5. Prosecute legal actions brought by the Board and defend legal actions brought against the Board;
6. Investigate and report on accident claims and other claims made against the district.

END OF POLICY

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### Legal Reference(s):

[ORS 332.072](#)

[ORS 332.505](#)

# Corbett School District 39

Code: BCH  
Adopted: 10/16/97  
Orig. Code(s): BCH

## Consultants to the Board

(OSBA has removed this policy from its samples)

The Board may engage persons in an advisory capacity when specific services are required that are beyond the capabilities or responsibilities of regularly employed personnel.

Such advisers may include attorneys, auditors, architects, agents of record and others with technical skills or professional training.

The Board may appoint such advisers to serve for a specified period of time or may engage such advisers to perform specific tasks on a temporary basis. Except where the adviser serves under a written contract for a specified period of time, the Board may terminate such advisory services at its sole discretion.

The Board will conduct periodic reviews of the services and may request periodic reports to the Board.

Prior to reappointment, the district may open proposals for service.

END OF POLICY

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### Legal Reference(s):

[ORS 332.072](#)

[ORS 332.075](#)

[ORS 332.505](#)

# Corbett School District 39

Code: BD/BDA  
Adopted: 8/17/16  
Orig. Code: BD/BDA

## Board Meetings

(Version 1)

(see revised version)

The Board has the authority to act only when a quorum is present at a duly called regular, special or emergency meeting. “Meeting” means the convening of a quorum of the Board as the district’s governing body to make a decision or to deliberate toward a decision on any matter. This includes meeting for the purpose of gathering information to serve as the basis for a subsequent decision or recommendation by the governing body, i.e., a work session. The affirmative vote of the majority of members of the Board is required to transact any business.

All regular, special and emergency meetings of the Board will be open to the public except as provided by law. All meetings will be conducted in compliance with state and federal statutes. All Board meetings, including Board retreats and work sessions, will be held within district boundaries. The Board may attend training sessions outside the district boundaries but cannot deliberate or discuss district business.<sup>1</sup> No meeting will be held at any place where discrimination on the basis of disability, race, creed, color, sex, sexual orientation<sup>2</sup>, age or national origin is practiced.

The Board will give public notice reasonably calculated to give actual notice to interested persons, including those with disabilities, of the time and place for all Board meetings and of the principal subjects to be considered. The Board may consider additional subjects at a meeting, even if they were not included in the notice.

If requested to do so at least 48 hours before a meeting held in public, the Board shall provide an interpreter for hearing-impaired persons. Other appropriate auxiliary aids and services will be provided upon request and appropriate advance notice. Communications with all qualified individuals with disabilities shall be as effective as communications with others.

All meetings held in public shall comply with the Oregon Indoor Clean Air Act and the smoking provisions contained in the Public Meetings Law.

The possession of dangerous or deadly weapons and firearms, as defined in law and Board policy, is prohibited on district property.

### 1. Regular, Special and Emergency Meetings

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<sup>1</sup> ORS 192.630(4). Meetings of the governing body of a public body shall be held within the geographic boundaries over which the public body has jurisdiction, or at the administrative headquarters of the public body or at the other nearest practical location. Training sessions may be held outside the jurisdiction as long as no deliberations toward a decision are involved.

<sup>2</sup> As defined in ORS 174.100.

Generally, a regular Board meeting will be held each month. The regular meeting schedule will be established at the organizational meeting in July and may be changed by the Board with proper notice. The purpose of each regular monthly meeting will be to conduct the regular Board business.

No later than the next regular meeting following July 1, the Board will hold an organizational meeting to elect Board officers for the coming year and to establish the year's schedule of Board meetings. In Board election years (odd numbered years), the first meeting will be held no later than July 31.

Special meetings can be convened by the Board chair upon request of three Board members, or by common consent of the Board at any time to discuss any topic. A special meeting may also be scheduled if less than a quorum is present at a meeting or additional business still needs to be conducted at the ending time of a meeting. At least 24 hours' notice must be provided to all Board members, the news media, which have requested notice, and the general public for any special meeting.

Emergency meetings can be called by the Board in the case of an actual emergency upon appropriate notice under the circumstances. The minutes of the emergency meeting must describe the emergency. Only topics necessitated by the emergency may be discussed or acted upon at the emergency meeting.

## 2. Communications Outside of Board Meetings

Communications, to, by and among a quorum of Board members outside of a legally called Board meeting, in their capacity as Board members, shall not be used for the purpose of discussing district business. This includes electronic communication. Electronic communications among Board members shall be limited to messages not involving deliberation, debate, decision-making or gathering of information on which to deliberate.

Electronic communications may contain:

- a. Agenda item suggestions;
- b. Reminders regarding meeting times, dates and places;
- c. Board meeting agendas or information concerning agenda items;
- d. One-way information from Board members or the superintendent to each Board member (e.g., an article on student achievement or to share a report on district progress on goals) so long as that information is also being made available to the public;
- e. Individual responses to questions posed by community members, subject to other limitations in Board policy.

E-mails sent to other Board members will have the following notice:

*Important: Please do not reply or forward this communication if this communication constitutes a decision or deliberation toward a decision between and among a quorum of a governing body which could be considered a public meeting. Electronic communications on district business are governed by Public Records and Meetings Law.*

## 3. Private or Social Meetings

Private or social meetings of a quorum of the Board for the purpose of making a decision or to deliberate toward a decision on any matter are prohibited by the Public Meetings Law.

4. **Work Sessions**

The Board may use regular or special meetings for the purpose of conducting work sessions to provide its members with opportunities for planning and thoughtful discussion. Work sessions will be conducted in accordance with the state law on public meetings, including notice and minutes. The Board may make official decisions during a work session.

5. **Executive Sessions**

Executive sessions may be held as an agenda item during regular, special or emergency meetings for a reason permitted by law. (See Board policy BDC - Executive Sessions)

END OF POLICY

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**Legal Reference(s):**

[ORS 174.100](#)

[ORS 174.104](#)

[ORS Chapter 192](#)

[ORS Chapter 193](#)

[ORS 255.335](#)

[ORS 332.040 to -332.061](#)

[ORS 433.835 to -433.875](#)

38 OR. ATTY. GEN. OP. 1995 (1978)

41 OR. ATTY. GEN. OP. 28 (1980)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).

Americans with Disabilities Act Amendments Act of 2008.

OR. ATTY. GEN. Public Records and Meetings Manual (2014).

# Corbett School District 39

Code:  
Adopted:

BD/BDA

## Board Meetings (Version 2)

The Board has the authority to act only when a quorum is present at a duly called regular, special or emergency meeting. “Meeting” means the convening of a quorum of the Board as the district’s governing body to make a decision or to deliberate toward a decision on any matter. This includes meeting for the purpose of gathering information to serve as the basis for a subsequent decision or recommendation by the governing body, i.e. a work session. The affirmative vote of the majority of members of the Board is required to transact any business.

All regular, special and emergency meetings of the Board will be open to the public except as provided by law. All meetings will be conducted in compliance with state and federal statutes. All Board meetings, including Board retreats and work sessions, will be held within district boundaries. The Board may attend training sessions outside the district boundaries but cannot deliberate or discuss district business.<sup>1</sup> No meeting will be held at any place where discrimination on the basis of disability, race, creed, color, sex, sexual orientation<sup>2</sup>, age or national origin is practiced.

The Board will give public notice reasonably calculated to give actual notice to interested persons, including those with disabilities, of the time and place for all Board meetings and of the principal subjects to be considered. The Board may consider additional subjects at a meeting, even if they were not included in the notice.

If requested to do so at least 48 hours before a meeting held in public, the Board shall provide an interpreter for hearing-impaired persons. Other appropriate auxiliary aids and services will be provided upon request and appropriate advance notice. Communications with all qualified individuals with disabilities shall be as effective as communications with others.

All meetings held in public shall comply with the Oregon Indoor Clean Air Act and the smoking provisions contained in the Public Meetings Law.

### 1. Regular, Special and Emergency Meetings

Generally, a regular Board meeting will be held each month. The regular meeting schedule will be established at the organizational meeting in July and may be changed by the Board with proper notice. The purpose of each regular monthly meeting will be to conduct the regular Board business.

No later than the next regular meeting following July 1, the Board will hold an organizational meeting to elect Board officers for the coming year and to establish the year’s schedule of Board

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<sup>1</sup> ORS 192.630(4). Meetings of the governing body of a public body shall be held within the geographic boundaries over which the public body has jurisdiction, or at the administrative headquarters of the public body or at the other nearest practical location. Training sessions may be held outside the jurisdiction as long as no deliberations toward a decision are involved.

<sup>2</sup> As defined in ORS 174.100.

meetings. In Board election years (odd numbered years), the first meeting will be held no later than July 31.

Special meetings can be convened by the Board chair, upon request of three Board members, or by common consent of the Board at any time to discuss any topic. A special meeting may also be scheduled if less than a quorum is present at a meeting or additional business still needs to be conducted at the ending time of a meeting. At least 24 hours' notice must be provided to all Board members, the news media, which have requested notice, and the general public for any special meeting.

Emergency meetings can be called by the Board in the case of an actual emergency upon appropriate notice under the circumstances. The minutes of the emergency meeting must describe the emergency. Only topics necessitated by the emergency may be discussed or acted upon at the emergency meeting.

## 2. Communications Outside of Board Meetings

Communications, to, by and among a quorum of Board members outside of a legally called Board meeting, in their capacity as Board members, shall not be used for the purpose of discussing district business. This includes electronic communication. Electronic communications among Board members shall be limited to messages not involving deliberation, debate, decision-making or gathering of information on which to deliberate.

Electronic communications may contain:

- a. Agenda item suggestions;
- b. Reminders regarding meeting times, dates and places;
- c. Board meeting agendas or information concerning agenda items;
- d. One-way information from Board members or the superintendent to each Board member (e.g., an article on student achievement or to share a report on district progress on goals) so long as that information is also being made available to the public;
- e. Individual responses to questions posed by community members, subject to other limitations in Board policy.

E-mails sent to other Board members should have the following notice:

*Important: Please do not reply or forward this communication if this communication constitutes a decision or deliberation toward a decision between and among a quorum of a governing body which could be considered a public meeting. Electronic communications on district business are governed by Public Records and Meetings Law.*

## 3. Private or Social Meetings

Private or social meetings of a quorum of the Board for the purpose of making a decision or to deliberate toward a decision on any matter are prohibited by the Public Meetings Law.

5. Work Sessions

The Board may use regular or special meetings for the purpose of conducting work sessions to provide its members with opportunities for planning and thoughtful discussion. Work sessions will be conducted in accordance with the state law on public meetings, including notice and minutes. The Board may make official decisions during a work session. Generally, Boards do not take official action during work sessions, although there is no legal prohibition to do so.

6. Executive Sessions

Executive sessions may be held during regular, special or emergency meetings for a reason permitted by law. (See Board policy BDC - Executive Sessions)

END OF POLICY

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**Legal Reference(s):**

[ORS 174.100](#)

[ORS 174.104](#)

[ORS Chapter 192](#)

[ORS Chapter 193](#)

[ORS 255.335](#)

[ORS 332.040 to -332.061](#)

[ORS 433.835 to -433.875](#)

38 OR. ATTY. GEN. OP. 1995 (1978)

41 OR. ATTY. GEN. OP. 28 (1980)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).  
Americans with Disabilities Act Amendments Act of 2008.

OR. ATTY. GEN. Public Records and Meetings Manual (2014).

# Corbett School District 39

Code: BDC  
Adopted: 7/31/19  
Orig. Code: BDC

## Executive Sessions

The Board may meet in executive session to discuss subjects allowed by statute but may not take final action except for the expulsion of a student and matters pertaining to or examination of the confidential medical records of a student, ~~including that student's educational program.~~

An executive session may be convened by order of the Board chair, upon request of three Board members or by common consent of the Board for a purpose authorized under Oregon Revised Statute (ORS) 192.660 during a regular, special or emergency meeting. The presiding officer will announce the executive session by identifying the authorization under ORS 192.660 for holding such session and by noting the subject of the executive session.

The Board may hold an executive session:

1. To consider the employment of a public officer, employee, staff member or individual agent. (ORS 192.660(2)(a))
2. To consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent who does not request an open hearing. (ORS 192.660(2)(b))
3. To conduct deliberations with persons designated by the governing body to carry on labor negotiations. (ORS 192.660(2)(d))
4. To conduct deliberations with persons designated by the governing body to negotiate real property transactions. (ORS 192.660(2)(e))
5. To consider information or records that are exempt by law from public inspection. (ORS 192.660(2)(f))
6. To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed. (ORS 192.660(2)(h))
7. To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing. (ORS 192.660(2)(i))
8. To consider matters relating to school safety or a plan that responds to safety threats made toward a school. (ORS 192.660(2)(k))
9. To review the expulsion of a minor student from a public elementary or secondary school. (ORS 332.061(1)(a))

10. To discuss matters pertaining to or examination of the confidential ~~medical~~ records of a student, ~~including that student's educational program~~. (ORS 332.061(1)(b))

Members of the press may attend executive sessions except those matters pertaining to:

1. Deliberations with persons designated by the Board to carry on labor negotiations;
2. Hearings on the expulsion of a minor students or examination of the confidential ~~medical~~ records of a student ~~including, that student's educational program~~; and
3. Current litigation or litigation likely to be filed if the member of the news media is a party to the litigation or is an employee, agent or contractor of a news media organization that is a party to the litigation.

If an executive session is held pursuant to ORS 332.061, the following shall not be made public: the name of the minor student; the issue, including the student's confidential ~~medical records and educational program~~; the discussion; and each Board member's vote on the issue.

Minutes shall be kept for all executive sessions.

Content discussed in executive sessions is confidential.

END OF POLICY

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**Legal Reference(s):**

[ORS 192.660](#)  
[ORS 332.045](#)

[ORS 332.061](#)

House Bill 2514 (2019)

# Corbett School District 39

Code: BDD/~~BDDD~~  
Adopted: 10/16/97  
Orig. Code: BDD/BDDD

## Board Meeting Procedures

### 1. Quorum

A majority of the members of the Board will constitute a quorum. ~~A lesser number may meet and adjourn from time to time and compel the presence of absent members. The affirmative vote of the majority of members of the Board is required to transact any business.~~

### 2. Vote Needed for Exercise of Powers

The affirmative vote of the majority of members of ~~the Board~~ **members** will be necessary for ~~the exercise exercising~~ of any of the Board's powers.

### 3. Board Member Voting

The vote of each member on all motions will be recorded in the minutes.

### 4. Abstaining from Vote

If a Board member chooses to abstain from voting, **the Board member will state the reason for the abstention and** such abstention will be recorded.

### 5. Parliamentary Procedure

~~The rules of parliamentary procedure, comprised in *Robert's Rules of Order Newly Revised*, may govern the Board in its deliberations. Discussion by Board members shall be unlimited as long as it applies to the motion before the Board of the matter under consideration unless the Board votes to limit discussion. The chairman shall confine discussion to the matter before the Board. He/She may limit the time of any citizen appearing before the Board.~~

~~The Board should seek the counsel of the administration, the staff, classified employees and any interested resident before reaching decisions on school policy. The superintendent shall prepare information, gather statistics, survey programs and populations as directed by the Board to assist in their discussions and deliberations.~~

**Official Board business will be transacted by motion or resolution at duly called regular or special meetings.**

**Except as otherwise provided by state law and/or Board policy, the rules of parliamentary procedure comprised in *Robert's Rules of Order Newly Revised*, "*Procedure in Small Boards*" as modified by the Board will govern the Board in its deliberation. Modifications will include the following: **Motions will all be seconded prior to consideration for discussion by the Board and motions to close or limit debate will be acceptable.****

**The Board chair will decide all questions relative to points of order, subject to an appeal to the Board.**

END OF POLICY

**Legal Reference(s):**

[ORS 192.650](#)  
[ORS 244.120\(2\)](#)

[ORS 332.045](#)  
[ORS 332.055](#)

[ORS 332.057](#)  
[ORS 332.107](#)

38 OR. ATTY. GEN. OP. 1995 (1978)  
41 OR. ATTY. GEN. OP. 28 (1980)

# Corbett School District 39

Code: BDDA  
Adopted: 10/16/97  
Orig. Code(s): BDDA

## Notification of Board Meetings

(similar language in BD/BDA)

The Board will provide for and give public notice, reasonably calculated to give actual notice to interested persons, including those with disabilities, of the time and place for regular meetings and of the principal subjects to be considered.

Notices to individuals with disabilities shall be given in an appropriate form upon request and with appropriate advance notice. Auxiliary aids and services available to ensure equally effective communications with qualified persons with disabilities may include large print, Braille, audio recordings and reader. Primary consideration will be given to the requests of the person with a disability in the selection of appropriate auxiliary aids and services.

If only an executive session will be held, the notice will state the specific provision of law authorizing the executive session.

No special meeting will be held without at least 24 hours notice hours' notice to the Board members and the general public except in the case of emergency.

In the case of emergency, a meeting may be held upon such notice as is appropriate under the circumstances but minutes will explain the emergency situation.

Dates of regular meetings of the Board will be provided to district employees, interested members of the public and the news media.

END OF POLICY

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### Legal Reference(s):

[ORS 192.610 - 192.690](#)

[ORS 332.045](#)

Americans with Disabilities Act of 1990, 42 U.S.C. Sections 12101-12213; 29 CFR Part 1630 (2000); 28 CFR Part 35 (2000).

# Corbett School District 39

Code: BDDC  
Adopted: 10/16/19  
Orig. Code(s): BDDC

## Board Meeting Agenda

The Board chair, ~~with the assistance of~~ **will assist** the superintendent, ~~will prepare~~ **in preparing** an agenda for all regular meetings of the Board. Items of business may be suggested by any Board member, staff member, student or patron of the district by notifying the superintendent at least five working days prior to the meeting.

A consent agenda may be used by the Board for noncontroversial business. The consent agenda will consist of routine business that requires action but not necessarily discussion. These items may all be approved at the same time. A Board member may ask that any item be removed from the consent agenda. The removed item will then be placed on the regular agenda.

The agenda will follow a general order established by the Board. Opportunities for the audience to be heard may be included on the agenda. The Board will follow the order of business set up by the agenda unless the order is altered by a consensus of the Board.

Items of business not on the agenda may be discussed and acted upon if the majority of the Board agrees to consider them.

The agenda, together with supporting materials, will be distributed by the district office or superintendent to Board members at least three full working days prior to the meeting. The agenda will be available to the press and to interested patrons through the superintendent's office at the same time it is available to the Board members. Copies of the agenda for the press and public will not contain any confidential information included in the Board members' packets.

A copy of the agenda will be posted on the district website on the day of the meeting.

The district will ensure equally effective communications are provided to qualified persons with disabilities, upon request, as required by the Americans with Disabilities Act.

Appropriate auxiliary aids and services may include, but are not limited to, qualified interpreters, assistive listening systems, note takers, large print, Braille materials, audio recordings and readers. Primary consideration will be given to the request of the person with a disability in the selection of the appropriate auxiliary aid and/or service. Should the Board demonstrate such a request would result in a fundamental alteration in the service, program or activity or an undue financial and administrative burden, an alternate, equally effective communication will be used.

Auxiliary aids and services for persons with disabilities will be available at no charge to the individual.

END OF POLICY

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### Legal Reference(s):

[ORS 192.630](#)

[ORS 192.640](#)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2012); 29 C.F.R. Part 1630 (2015); 28 C.F.R. Part 35 (2015).

Americans with Disabilities Act Amendments Act of 2008.

# Corbett School District 39

Code: BDDG  
Adopted: 9/17/14  
Orig. Code: BDDG

## Minutes of Board Meetings

The Board secretary will take written minutes of all Board meetings. The written minutes will be a true reflection of the matters discussed at the meeting and the views of the participants. The minutes will include, but not be limited to, the following information:

1. All members of the Board who were present;
2. All motions, proposals, resolutions, orders and measures proposed and their disposition;
3. The results of all votes and the vote of each member by name;
4. The substance of any discussion on any matter;
5. Any other information required by law.

All minutes shall be available to the public within a reasonable time. The public and patrons of the district may receive, upon request, copies of approved current minutes at the administration office. Minutes need not be approved by the Board prior to being available to the public. A copy of the minutes of each regular and special Board meeting as they are drafted for approval will be distributed after such meeting to each Board member and administrator.

The district will maintain and make available to staff and other interested patrons an updated copy of the meeting minutes.

Minutes of executive sessions will be kept in accordance with the requirements of Oregon's Public Meetings Law with essentially the same level of detail as for public sessions. If disclosure of material in the executive session minutes would be inconsistent with the purpose for which executive session was held under Oregon Revised Statute (ORS) 192.660, the material may be withheld from disclosure.

If an executive session is held pursuant to ORS 332.061, the following shall not be made public: the name of the minor student; the issue, including a student's confidential ~~medical records and that student's educational program~~; the discussion; and each Board member's vote on the issue.

END OF POLICY

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### Legal Reference(s):

[ORS 192.610 - 192.710](#)

[ORS 332.061](#)

[House Bill 2514 \(2019\)](#)

Letter Opinion, Office of the OR Attorney General (Nov. 20, 1970).

# Corbett School District 39

Code: BDDH  
Adopted: 1/17/18  
Orig. Code: BDDH

## Public Comment at Board Meetings

All Board meetings, with the exception of executive sessions, will be open to the public. The Board invites district community members to attend Board meetings to become acquainted with the program and operation of the district. Members of the public also are encouraged to share their ideas and opinions with the Board when appropriate.

It is the intent of the Board to ensure communications with individuals with disabilities are as effective as communications with others. Individuals with hearing, vision or speech impairments will be given an equal opportunity to participate in Board meetings. Primary consideration will be given to requests of qualified individuals with disabilities in selecting appropriate auxiliary aids<sup>1</sup> and services.

Auxiliary aids and services for persons with disabilities will be available at no charge to the individual. All auxiliary aids and/or service requests must be made with appropriate advance notice. Should the Board demonstrate such requests would result in a fundamental alteration in the service, program or activity or in undue financial and administrative burdens, an alternative, equally effective means of communication will be used.

### Audience

During a session of a Board meeting open to the public, members of the public may be invited to present comments during the designated portion of the agenda. At the discretion of the Board chair, further public comment may be allowed.

### Request for an Item on the Agenda

A member of the public may request the superintendent or Board chair consider placing an item on the agenda of a regular Board meeting. This request should be made in writing and presented to the superintendent or Board chair for consideration at least seven working days prior to the scheduled meeting.

### Procedures for Public Comment at Meetings

The Board will establish procedures for public comment in open meetings. The purpose of these procedures will be to inform the public how to effectively participate in Board meetings for the best interests of the individual, the district and the patrons. The information will be easily accessible and available to all patrons attending a public Board meeting.

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<sup>1</sup> Auxiliary aids may include, but are not limited to, such services and devices as qualified interpreters, assistive listening systems, note takers, readers, taped texts, Braille materials and large print.

1. Discussion or presentation concerning a published agenda item is limited to its designated place on the agenda, unless otherwise authorized by the Board chair.
2. A visitor speaking during the meeting may introduce a topic not on the published agenda. The Board, at its discretion, may require that a proposal, inquiry or request be submitted in writing, and reserves the right to refer the matter to the administration for action or study.
3. Any person who is invited by the Board chair to speak to the Board during a meeting should state his/her name and address and, if speaking for an organization, the name and identity of the organization. A spokesperson should be designated to represent a group with a common purpose.
4. Statements by members of the public should be brief and concise. The Board chair may use discretion to establish a time limit on discussion or oral presentation by visitors.
5. Questions asked by the public, when possible, will be answered by the Board chair or referred to the superintendent for reply. Questions requiring investigation may, at the discretion of the Board chair, be referred to the superintendent for response at a later time.
6. At the discretion of the Board chair, anyone wishing to speak before the Board, either as an individual or as a member of a group, on any agenda item or other topic, may do so by providing the Board secretary with a completed registration card or sign-in sheet, prior to the Board meeting in order to allow the chair to provide adequate time for each agenda item.

The Board chair should be alert to see that all visitors have been acknowledged and thanked for their presence and for any contributed comments on agenda issues. Similar courtesy should be extended to members of staff who have been in attendance. Their return for future meetings should be welcomed.

### **Petitions**

Petitions may be accepted at any Board meeting. No action will be taken in response to a petition before the next regular meeting. Petitions will be referred to the superintendent for consideration and recommendation.

### **Comments Regarding Staff Members**

Speakers may offer objective criticism of district operations and programs. The Board will not hear comments regarding any individual district staff member. The Board chair will direct the visitor to the procedures in Board policy KL - Public Complaints for Board consideration of a legitimate complaint involving a staff member. The association contract governing the employee’s rights will be followed. A commendation involving a staff member should be sent to the superintendent.

END OF POLICY

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

[ORS 165.535](#)  
[ORS 165.540](#)

[ORS 192.610 to -192.690](#)  
[ORS 332.057](#)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2012); 29 C.F.R. Part 1630 (2017); 28 C.F.R. Part 35 (2017).

Americans with Disabilities Act Amendments Act of 2008.  
*Baca v. Moreno Valley Unified Sch. Dist.*, 936 F. Supp. 719 (C.D. Cal. 1996).  
*Leventhal v. Vista Unified Sch. Dist.*, 973 F. Supp. 951 (S.D. Cal. 1997).

# Corbett School District 39

Code: BDDH-AR  
Revised/Reviewed: 1/17/18  
Orig. Code(s): BDDH-AR

## Public Comment at Board Meetings

**(Recommend having this statement/form somewhere on the agenda itself)**

The Board requests that a public comment add information or a perspective that has not already been mentioned previously, and that the patron refrains from repeating a similar point.

To make a comment or present a topic during public comment, if the opportunity is available on the Board agenda, please complete the Intent to Speak card and submit it to the Board secretary prior to the start of the meeting. An individual that has submitted an Intent to Speak card and has been invited to speak by the Board chair, will be allowed three minutes.

Any person, who is invited by the Board chair to speak to the Board during a meeting, should state his/her name and address and, if speaking for an organization, the name of the organization. A spokesperson should be designated to represent a group with a common purpose.

Please keep in mind that reference to a specific employee or group of employees, is prohibited as follows:

Board policy BDDH - Public Comment at Board Meetings:

“Comments Regarding Staff Members -

Speakers may offer objective criticism of district operations and programs. The Board will not hear comments regarding any individual district staff member. The Board chair will direct the visitor to the procedures in Board policy KL - Public Complaints for Board consideration of a legitimate complaint involving a staff member. The association contract governing the employee’s rights will be followed. A commendation involving a staff member should be sent to the superintendent.”

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### INTENT TO SPEAK

The Board welcomes your input. Please submit this completed card to the Board secretary prior the start of the meeting.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email (optional): \_\_\_\_\_  
Topic or comment to be presented (brief description): \_\_\_\_\_

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A complaint brought before the Board shall be referred to the proper school authorities. A complaint shall be processed in accordance with Board policy KL - Public Complaints and KL-AR - Public Complaints Procedure. A hearing conducted before the Board regarding personnel shall take place in an executive session.

**The Board requests that a topic or comment is limited to three minutes or less.**

# Corbett School District 39

Code: BDE  
Adopted: 10/16/97  
Orig. Code: BDE

D

## Public Hearings

(OSBA has removed this policy from its samples.)

The Board shall hold hearings on segments of the educational program as provided by law and when they feel such additional communication would best serve the interests of the district.

The Board will establish procedures, as appropriate, for such other hearings as may be required by the Board to ascertain the ideas and opinions of the community on an item of interest, or to facilitate the orderly resolution of questions or concerns of the Board or community.

E

END OF POLICY

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### Legal Reference(s):

[ORS 192.610 - 192.690](#)

L

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F

# Corbett School District 39

Code: BE  
Adopted: 10/16/97  
Orig. Code: BE

D

## Board Work Sessions

(Language moved into policy BD/BDA)

The Board may schedule work sessions in order to provide its members with opportunities for planning and thoughtful discussion without action. Topics for discussion and study will be announced publicly and work sessions will be conducted in accordance with the state law on public meetings.

END OF POLICY

E

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### Legal Reference(s):

[ORS 192.610 - 192.710](#)

[ORS 332.045](#)

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# Corbett School District 39

Code: BF/BFA/BFB/BFC  
Adopted: 10/16/97  
Orig. Code: BF/BFA/BFB/BFC

## Board Policy Development/Adoption/Amendment

(Version 1)

(See proposed version, district has separate BFC)

Policy formation shall be established after appropriate staff and administrative research and after the submission of a draft proposal to the Board.

Draft proposals of new Board policy should have a first and second reading, unless emergency conditions exist. Initial suggestions for draft proposals may be made by Board members, district employees or legal residents of the Corbett School District. Adoption will take place by Board resolution following a third reading.

The Board should depend upon the superintendent and staff to furnish facts for its decisions and to recommend to the Board changes in policy.

The adoption of new policies, the amending of existing policies and the suspension of policies shall be solely the responsibility of the Board.

The Board will hold a policy review meeting at least annually.

END OF POLICY

### Legal Reference(s):

[ORS 332.107](#)  
[ORS 332.505](#)

[ORS 339.240](#)

[OAR 581-022-2305](#)  
[OAR 581-022-2405](#)

# Corbett School District 39

Code: BF  
Adopted:

## Policy Development (Version 2)

The Board has the authority and responsibility to establish policy. The Board accepts the definition of policy set forth by the National School Boards Association:

School Board policies are statements which set forth the purposes and prescribe in general terms the organization and program of a school system. They create a framework within which the superintendent and his/her staff can discharge their assigned duties with positive direction. They tell what is wanted.

The formulation and adoption of policies, recorded in writing, will constitute the basic method by which the Board will exercise its leadership in the operation of the school system.

The policies shall be consistent with Oregon Revised Statutes, Oregon Administrative Rules and all federal laws and regulations.

The basic responsibility for initiating, reviewing and recommending new policies or policy modification will rest with the superintendent. New policies or changes in existing policy may be proposed by any Board member, group or organization, staff member, parent, student or other member of the community to the superintendent for the Board to consider. The superintendent, in developing these policies, may be guided by the recommendations of the staff and may seek parent and community input during the preparation and subsequent review of policy statements. Advice from legal counsel may be appropriate. The superintendent will furnish necessary background information to the Board.

The final authority and responsibility for Board policy lies with the Board.

END OF POLICY

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### Legal Reference(s):

[ORS 332.107](#)  
[ORS 332.505](#)

[ORS 339.240](#)

[OAR 581-022-2305](#)  
[OAR 581-022-2405](#)

# Corbett School District 39

Code: BFC  
Adopted: 8/17/16  
Orig. Code(s): BFC

## Adoption and Revision of Policies

Adopting new policies and changing or repealing existing policies is the Board’s responsibility. Policy will be adopted and amended or repealed only by the affirmative vote of a majority of the Board members. Such action will be scheduled on the agenda of a regular or special meeting.

Proposed policies or policy changes and repeal of existing policies will be presented in writing for consideration by the Board.

To permit time for studying all new policies or amendments to policies and to provide an opportunity for interested parties to react, proposed policies or amendments will be presented as a Board agenda item in the following sequence:

1. First reading of a proposed policy (or policies): This is an information item and no action is required by the Board. A first reading announces that a new policy, a revision of an existing policy or consideration to rescind a policy, is being considered by the Board. Comments, questions, concerns and recommended edits should be forwarded to the superintendent for consideration prior to the meeting in which the policy is recommended for a second reading and/or adoption. If a Board member wishes to discuss a proposed policy or administrative regulation listed as an information item, the policy must be moved to the agenda for discussion with a [consensus] [majority vote] of the Board. Any organization which represents employees of the district shall be furnished a copy of personnel policies and revisions as they are made.
2. Second reading/Adoption of a proposed policy (or policies): This is an action by the Board and may be placed on the consent agenda. Any revisions to a policy from the first reading will not require the policy go through an additional reading, except as the Board determines that the revision(s) need(s) further study and an additional reading would be advantageous.

When, in the best interest of the district, immediate adoption of a proposed policy is necessary, the Board may adopt such policy at the first meeting in which it is presented.

Policies and amendments adopted by the Board will be attached to, and made a part of, the minutes of the meeting at which they are adopted and also will be included in the district’s board policy manual.

END OF POLICY

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### Legal Reference(s):

[ORS 332.107](#)  
[ORS 332.505](#)

[OAR 581-022-2305](#)  
[OAR 581-022-2405](#)

# Corbett School District 39

Code: BFCA  
Adopted:

## Administrative Regulations (AR)

Administrative regulations are detailed directions governing the operation of the district.

The superintendent is authorized to formulate such administrative regulations appropriate for the implementation of policies adopted by the Board and necessary for the consistent operation of the district.

When approved by the superintendent, administrative regulations shall be distributed to the Board and the staff as appropriate.

The Board may review any administrative regulation and may direct its revision if, in the Board's judgment, such administrative regulation is not consistent with adopted board policies.

END OF POLICY

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### Legal Reference(s):

[ORS 332.107](#)

[OAR 581-022-2305](#)

[OAR 581-022-2405](#)

# Corbett School District 39

Code: BFD  
Adopted: 4/16/14  
Orig. Code: BFD

## Board Policy Implementation

### Effective Date of Policies

All new or amended policies will become effective on the day after adoption by the Board, unless a specific date is included in the motion for adoption.

### Policy Implementation

The superintendent and administrative staff will implement Board policies. The superintendent may formulate administrative regulations and procedures to assist policy implementation.

It will be the Board's duty to evaluate the effectiveness of the policy and the effectiveness of the administration's implementation of the policy.

### Policy Dissemination

The written board policies that govern the district will be maintained in a policy manual to be updated by district staff as new policies are developed or existing policies are revised or repealed.

~~Each Board member will be provided with a current policy manual.~~

Each Board member will be informed how to access the current board policy manual.

The district shall make the Board's policy manual available for inspection to the public and district employees, ~~copies of the Board's policy manual.~~ Each district employee will be notified of the existence and availability of personnel policies.

The Board's policy manual will be considered a public record and will be open for inspection at the district office during regular working hours.

~~The superintendent will provide channels for disseminating appropriate policies to the community.~~

END OF POLICY

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#### Legal Reference(s):

[ORS 332.107](#)  
[ORS 332.505](#)

[OAR 581-022-2305](#)  
[OAR 581-022-2405](#)

# Corbett School District 39

Code: BFE  
Adopted: 10/16/97  
Orig. Code: BFE

## Administration in Policy Absence

In cases where action must be taken within the school system and where the Board has provided no guides for administrative action, the superintendent shall have the power to act, but his/her decisions shall be subject to the superintendent shall submit the actions to the Board for review by action of the Board at its the next regular meeting. It shall be the duty of the superintendent to inform the Board promptly of such action and of the need for policy.

END OF POLICY

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### Legal Reference(s):

[ORS 332.107](#)

[OAR 581-022-2305](#)

# Corbett School District 39

Code: BG  
Adopted: 2/21/07  
Orig. Code: BG

## Board-Staff Communications

The Board desires to maintain open channels of communication between itself and the staff. The basic line of communication will, however, be through the superintendent.

### Staff Communications to the Board

All communications or reports to the Board, or any Board committee, from principals, teachers or other staff members will be submitted through the superintendent. This procedure will not be construed as denying the right of any employee to appeal to address the Board from about issues which are part of an active administrative decisions procedure, provided that the superintendent will have been notified of the forthcoming appeal and that it is processed in accordance with the Board's policy on complaints and grievances nor and are not disruptive to the operation of the district. In addition, this procedure does not restrict protected labor relations communications of bargaining unit members. Staff members are invited to Board meetings, which provide an opportunity to observe the Board's deliberations on matters of staff concern district operations.

### Board Communications to Staff

All official Board communications, policies and directives of staff interest and concern will be communicated to staff members through the superintendent. The superintendent will employ all such media as are provide appropriate communication to keep staff fully informed of the Board's policies, priorities, concerns and actions.

### Visits to Schools

Individual Board members interested in visiting schools, classrooms or district facilities will inform the director of such facilities or principal of such visits and make arrangements for visitations through the principals of the various schools. Such visits will be regarded as informal expressions of interest in school affairs and not as "inspections" or visits for supervisory or administrative purposes. Official visits by Board members will be carried on only under Board authorization and with the full knowledge of staff, including the superintendent, principals and other supervisors.

END OF POLICY

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#### Legal Reference(s):

[ORS 332.107](#)

[OAR 581-022-2405](#)

Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).

Connick v. Myers, 461 U.S. 138 (1983).

Lebanon Education Association/OEA v. Lebanon Community School District, 22 PECBR 323 (2008).

# Corbett School District 39

Code: BH/BHA  
Adopted: 2/21/07  
Orig. Code: BH/BHA

## New Board Member Orientation

The magnitude of Board membership calls for knowledge of and orientation to many areas of information and understandings. Under the guidance of experienced Board members and the superintendent, orientation will be provided to new Board members through activities such as:

1. Workshops for new Board members conducted by state and area school board associations. If possible, Board members should attend the Summer Board Conference or such other similar activities as may be scheduled for newly elected Board members sponsored by the Oregon School Boards Association;
2. Discussions and visits with the superintendent and other members of the school staff;
3. ~~Review by the Board chairman of the Code of conduct with member-elect~~ **Being given a copy of Board policy BBF Board Member Standards and other relevant policies for Board member conduct;**
4. The superintendent will provide material pertinent to meetings and will explain its contents.

END OF POLICY

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### Legal Reference(s):

[ORS 332.107](#)

# Corbett School District 39

Code: BHB  
Adopted: 10/17/12  
Orig. Code(s): BHB

## Board Member Development

The complexity of Board membership demands opportunities for development, study and training for Board members. The Board places a high priority on the importance of a planned and continuing program of ~~in-service education~~ **professional development** for its members.

In order to develop leadership capabilities, become informed about current issues in education, and improve their skills as members of a policy-making body, Board members will participate in opportunities for **professional** development that may include, but not be limited to, the following:

1. In-service activities planned by the Board and by the administration for staff members, as appropriate;
2. Participation in conferences, workshops, ~~and conventions,~~ **and trainings** held by state and national school boards associations and other educational organizations;
3. Subscriptions to publications addressing Board member ~~concerns~~ **related topics**.

~~Recognizing the need for continuing training and development of its members, the Board encourages the participation of all members in appropriate conferences, conventions and workshops.~~ To control both the investment of time and funds necessary to implement this policy, the Board establishes these principles and procedures for its guidance:

1. The superintendent will inform Board members, ~~in a timely manner,~~ of upcoming conferences, conventions, ~~and workshops,~~ **and trainings**. The Board will decide which ~~meetings~~ appear to be ~~most likely to~~ produce the greatest benefit to the Board and the district;
2. Funds for participation at such ~~meetings~~ **professional development** will be ~~budgeted~~ **included in the district budget**. When funds are limited, the Board will designate which members ~~would be most appropriate to~~ will participate at a given meeting **or training**;
3. If authorized **by the Board** to attend, ~~and reimbursement is approved by the Board,~~ Board members will be reimbursed, upon request, for reasonable and necessary expenses actually incurred;
4. When a conference, convention or workshop is not attended by the full Board, those who do participate will ~~be requested to~~ share, by means of written or oral reports, information, recommendations and materials acquired at the meeting.

END OF POLICY

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### Legal Reference(s):

[ORS 332.018\(3\)](#)

[ORS 332.107](#)



# Corbett School District 39

Code: BHD  
Adopted: 10/17/12  
Orig. Code: BHD

## Board Member Compensation and Expense Reimbursement

No Board member will receive any compensation for services other than reimbursement for approved expenses actually incurred on school business. Such expenses may include the cost of attendance at meetings, conferences or visitations, when such attendance has been approved by the Board.

END OF POLICY

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### Legal Reference(s):

[ORS 244.020](#)

[ORS 244.040](#)

[ORS 332.018\(3\)](#)

OR. GOV'T STANDARDS AND PRACTICES COMM'N, STAFF OPINION 02S-015 (May 20, 2002).

OR. GOV'T STANDARDS AND PRACTICES COMM'N, STAFF OPINION 03S-015 (Sept. 11, 2003).

# Corbett School District 39

Code: BHE  
Adopted: 10/16/97  
Orig. Code(s): BHE

## Board Member Liability Insurance

The Board-district will purchase liability insurance and errors-and-omissions insurance to protect its-Board members individually and collectively from claims made against them as a result of their official Board actions in the course of their official duties.

END OF POLICY

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### Legal Reference(s):

[ORS 30.260 to -30.300](#)

[ORS 332.072](#)

[ORS 332.435](#)

# Corbett School District 39

Code: BI  
Adopted: 10/16/97  
Orig. Code(s): BI

## Board Legislative Program

The Board will represent the district's interests in legislative action to promote the welfare of public education in the sState of Oregon or will direct those interests to be represented through its executive officer, the superintendent or designee.

The Board will periodically study, discuss and weigh the merits of pending legislation for the purpose of determining its official position through Board action. If established, these official positions will be the stand of the district in the legislative process.

Board members, individually or as members of professional organizations, will not seek to represent any other positions on legislative matters unless it is made clear that such representation is not the official stand of the district.

END OF POLICY

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### Legal Reference(s):

[ORS 332.107](#)

# Corbett School District 39

Code: BJ  
Adopted: 2/21/07  
Orig. Code(s): BJ

## Board Memberships

The Board will maintain memberships in the national and state school boards associations and may take an active part in the activities of these groups.

It may also maintain ~~institutional~~ memberships in other educational organizations that the superintendent and Board find to be of benefit to members and district personnel.

The materials and benefits of ~~institutional~~ memberships will be distributed and used to the best advantage of the Board and the staff.

END OF POLICY

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### Legal Reference(s):

[ORS 332.105\(2\)](#)

[ORS 332.107](#)

# Corbett School District 39

Code: BK  
Adopted: 10/16/97  
Orig. Code(s): BK

## Evaluation of Board Operational Procedures

~~Annually~~ The Board will plan for and carry through an appraisal ~~an annual evaluation~~ of its functioning as a Board. This appraisal ~~evaluation~~ may be based on a broad realm of relationships and activities or may be focused on a particular activity or area.

The appraisal ~~plan~~ ~~evaluation~~ will be developed by the Board chairman and an ad hoc Board committee appointed by the chairman, working with the superintendent. ~~Such instruments may be used as the committee considers desirable. Upon Board approval, an outside consultant may develop and lead the appraisal session or sessions.~~ The Board may hire a consultant to assist with the evaluation.

END OF POLICY

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### Legal Reference(s):

[ORS 332.107](#)