

Regular Meeting

Thursday, March 21, 2024 6:00 PM

The Dalles Middle School - Commons, 1100 East 12th Street, 1100 East 12th Street, The Dalles, Oregon 97058

1. **Call Meeting to Order and Pledge of Allegiance** **Presenter:** Judy Richardson, Vice Chair
2. **Review / Revision of the Agenda**
3. **District Mission / Vision / Values**
4. **Consent Agenda**
 - 4.a. School Board Meeting Minutes from February 13th Work Session/Training, Supplemental Budget Hearing & Regular Meeting from February 22nd, 2024 and School Board Work Session from March 14th, 2024.
 - 4.b. Personnel Report
5. **Board Action Calendar - Review**
6. **Student / Staff Recognition:**
7. **Student Representatives to the Board - Report:**
 - *Yamari Santillian-Guzman*
 - *Kaleb Blaylock*
8. **Building Student Representative Reports:**
9. **Staff Reports:**
10. **School Board Sub Committee Reports**
11. **New Business:**
 - 11.a. **Presentations / Reports:**
 - 11.a.1. **Chief Financial Officer's Report** **Presenter:** Kara Flath, CFO
 - 11.a.1.a. **Financial Statements:**
 - 11.a.1.b. **Student Enrollment:**
 - 11.a.2. **Board Attorney's Report** **Presenter:** Jason Corey, Board Attorney
12. **Discussion / Action Items:**
 - 12.a. **Action Item: Approval the Board Operating Protocols as presented** **Presenter:** Judy Richardson, Vice Chair
 - 12.b. **Action Item: Appoint Budget Committee Members**
 - 12.c. **Out of State Travel Request: TDHS Robotics** **Presenter:** Kurt Evans, Principal

12.d. Action Item: Approval of Printer/Copier Machine Contract **Presenter:** Kara Flath, CFO

13. 2nd Reading / Adoption on School Board Policies (action required):

13.a. Policy GCBDB/GDBDB: Early Return to Work

13.b. Policy IGAI: Human Sexuality, AIDS/HIV, Sexually Transmitted Diseases, Health Education

13.c. Policy JHC: Student Health Services and Requirements

13.d. Policy CB: Superintendent

13.e. Policy DBEA: Budget Committee

13.f. Policy CPA: Layoff and Recall for Administrators

14. Informational Only:

14.a. Policy GCBDA/GDBDA-AR(1): Family Leave

15. Comments from the Audience about Agenda & Non-Agenda Items

16. Adjourn the Regular School Board Meeting

North Wasco County School District

Human Resource Office • Sandra Harris - Director
3632 West 10th Street • The Dalles, Oregon 97058 • (541) 506-3420

PERSONNEL CHANGES AND VACANCIES

School Board Meeting – March 21, 2024

Current as of -March 21st, 2024

Reference ORS 332.505 (2b) A District Board may employ personnel, including teachers and administrators, necessary to carry out the duties and powers of the board and fix the duties, terms and conditions of employment and the compensation.

Licensed Staff – New Hires

NAME	POSITION	BUILDING	COMMENTS
N/A			

Licensed Staff – Internal Transfer and or Hires

NAME	CURRENT BUILDING AND ASSIGNMENT	NEW BUILDING AND ASSIGNMENT
N/A		

Licensed Staff – Resignation/Retirements/Separation of Employment

NAME	POSITION	BUILDING	COMMENTS
Lauren Levi	3 rd Grade Teacher	CES	Resigning June 11, 2024
Carolyn McClure	4 th Grade Teacher	CES	Resigning June 11, 2024
Autumn Loyd	Asst Principal	DH	Resigning June 30 th , 2024

Licensed Staff– Request for Leave of Absence

NAME	POSITION	BUILDING	COMMENTS
N/A			

Administrative Staff – New Hires

NAME	POSITION	BUILDING	COMMENTS
Autumn Loyd	Principal	Dry Hollow Elementary	Starting July 1 st , 2024

Administrative Staff – Internal Transfer and or Hires

NAME	CURRENT BUILDING AND ASSIGNMENT	NEW BUILDING AND ASSIGNMENT
N/A		

Administrative Staff – Resignation/Retirements/Separation of Employment

NAME	POSITION	BUILDING	COMMENTS
Kara Flath	CFO	DO	Resigning March 22, 2024

Administrative Staff– Request for Leave of Absence

NAME	POSITION	BUILDING	COMMENTS
Elizabeth Rossmiller	Principal	Dry Hollow	LOA May 13-June 12, 2024

Please Note: The following information regarding ESP employment is presented to the Board for purposes of (Information Only) and requires no action.

ESP Staff – New Hires – No Action Required

NAME	POSITION	BUILDING	COMMENTS
Gloria Flores	Nutrition Services I	CES	Begins March 18, 2024
Marina Garza Solorio	Nutrition Services II-Lead	District Wide	Begins April 1, 2024

ESP Staff –Transfers and Internal Hires – No Action Required

NAME	CURRENT BUILDING AND ASSIGNMENT	NEW BUILDING AND ASSIGNMENT

ESP Staff – Request for Leave of Absence – No Action Required

NAME	POSITION	BUILDING	COMMENTS
N/A			

ESP Staff – Resignation/Retirements/Separation of Employment – No Action Required

NAME	POSITION	BUILDING	COMMENTS
Stephen Ott	Bus Driver-Regular Route	Transportation	Resigning February 18, 2024
Nicolette Hage	Administrative Assistant	Athletic Department	Resigning March 8, 2024
Katherine Nance	Ed Asst IV-SELA	DHE	Resigning March 12, 2024

Confidential Staff – New Hires – No Action Required

NAME	POSITION	BUILDING	COMMENTS
Nicolette Hage	Accounting Specialist	DO	March 11, 2024

Confidential Staff – Resignation/Retirements/Separation of Employment – No Action Required

NAME	POSITION	BUILDING	COMMENTS
N/A			

Coaching Staff – New Hires – No Action Required

NAME	POSITION	BUILDING	COMMENTS
N/A			

Coaching Staff – Resignations/Separation of Employment – No Action Required

NAME	POSITION	BUILDING	COMMENTS
Carol Ritchie	Asst Track Coach	TDMS	Resigning February 16, 2024

Advertised Vacancies

Position	HRS/FTE	Building	Close Date	Comments
Ed Asst IV-SPED	7.5 Hrs	CES	March 27, 2024	Advertised
Ed Asst IV-SELA (TLC)	7.5 Hrs	CES	Open Until Filled	Advertised
Jumpstart Kindergarten Liaison (Temp through September 2024)	TBD	CWE	Open Until Filled	Advertised
Substitute Teachers All Grade Levels	TBD	District Wide	Open Until Filled	Advertised
Classified Substitutes -Multiple Positions	TBD	District Wide	Open Until Filled	Advertised
Physical Therapist	8 Hrs	District Wide	Open Until Filled	Advertised
Admin Assistant to AD	8 Hrs	District Wide	Open Until Filled	Advertised
Intensive Program Point Person	4 Hrs	District Wide	March 17, 2024	Advertised
Speech Pathologist-Temp 23-24	8 Hrs	Dry Hollow	Open Until Filled	Advertised

Ed Asst IV-SPED (Temp 23-24)	7.5 Hrs	Dry Hollow	Open Until Filled	Advertised
Maintenance I	8 Hrs	WC	Open Until Filled	Advertised
Head Football Coach (24-25 SY)	Seasonal	TDHS	Open Until Filled	Advertised
Assistant Volleyball Coach	Seasonal	TDHS	Open Until Filled	Advertised
Assistant Cheer Coach	Seasonal	TDHS	Open Until Filled	Advertised
Assistant Baseball Coach	Seasonal	TDHS	Open Until Filled	Advertised
Assistant Track Coach	Seasonal	TDMS	Open Until Filled	Advertised
Bus Monitor/Aide	6 Hrs	Transportation	Open Until Filled	Advertised
Bus Driver-Regular Route	6 Hrs	Transportation	Open Until Filled	Advertised
Substitute Bus Driver (Pool)	Substitute	Transportation	Open Until Filled	Advertised



TDHS

Student Allstars and Accolades



Mayet Winwood

Distinguished Citizen's
Youth of the Year



Ahyoung Kim

Cherry Festival Poster
Design Winner



Colin Schecter

OSU Presidential Scholar



Elizabeth Arceo Dorado

OABE Aspiring Activist
Award

CONGRATULATIONS!



North Wasco County School District

School Year 2023 – 2024, **March** Enrollment Summary

School Year 2023 – 2024	Chenowith	Col. Wright	Dry Hollow	Mosier	TDMS	TDHS	Innovations Academy	Innovations Virtual	Total
September 20 th	419	277	423	159	550	841	110	75	2,854
October 2 nd	421	278	422	157	551	834	112	76	2,851
November 1 st	420	280	423	155	549	809	110	88	2,834
December 1 st	415	281	419	149	541	797	113	95	2,810
January 2 nd	409	281	420	149	538	783	112	105	2,797
February 1 st	420	277	419	151	524	784	111	120	2,806
March 1 st	422	279	425	148	515	774	112	124	2,799
April									0
May									0
June									0

Average	418	279	422	153	538	803	111	98	2,822
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Peak	422	281	425	159	551	841	113	124	2,854
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Average 2022 - 2023	386	287	417	168	546	789	101	95	2,782
Avg Change 2024-2023	32	(8)	4	(16)	(7)	14	11	2	40
Peak 2022-2023	394	292	424	174	558	822	33	195	2,851
Peak Change 2024-2023	28	(11)	1	(15)	(7)	19	80	(71)	3

Change 6/23 - Current	33	(10)	11	(15)	(21)	31	25	24	78
Change PY to CY Month	2	2	6	(3)	(9)	(10)	1	4	(7)

Enrollment Summary by Building and Grade as of 3/1/24														
School	K	1	2	3	4	5	6	7	8	9	10	11	12	Totals
Chenowith Elementary	82	71	76	77	58	58	0	0	0	0	0	0	0	422
Colonel Wright Elementary	38	49	46	58	48	40	0	0	0	0	0	0	0	279
Dry Hollow Elementary	63	69	74	77	68	74	0	0	0	0	0	0	0	425
Mosier Community School	16	19	21	13	21	13	15	13	17	0	0	0	0	148
The Dalles High School	0	0	0	0	0	0	0	0	0	213	226	161	174	774
The Dalles Middle School	0	0	0	0	0	0	168	180	167	0	0	0	0	515
Innovations Academy	0	0	0	0	0	0	1	16	17	13	17	19	29	112
Innovations Virtual	0	2	2	4	2	1	7	5	14	17	19	24	27	124
Totals	199	210	219	229	197	186	191	214	215	243	262	204	230	2,799
June 2023 Totals	202	218	225	196	185	192	209	214	229	262	200	221	168	2,721
Difference Now – June 2023	(3)	(8)	(6)	33	12	(6)	(18)	0	(14)	(19)	62	(17)	62	78
Previous Month	194	210	218	228	197	184	191	216	221	244	263	206	234	2,806
Difference CM - PM	5	0	1	1	0	2	0	(2)	(6)	(1)	(1)	(2)	(4)	(7)

*Note: The budgeted ADMr is at 2,899, with additional weights of 712.14, which includes Mosier Community School, for a total ADMw of 3,611.14.



North Wasco County School District 21

Board Operating Protocols

Re-adopted March 21st, 2024

For the purpose of enhancing teamwork among members of the board and between the board and the administration, we, the members of the School District Board of Directors and Superintendent do hereby publicly commit ourselves collectively and individually to the following operating protocol:

The Board and Superintendent shall: *(Board and Student Representatives)*

- Dedicate their efforts toward the success of the students and staff of the District.
- Operate in a positive, honest and transparent manner.
- Treat others with dignity and respect.
- Represent the District throughout the community.

Follow the chain of command. *(Board and Student Representatives)*

- Board acts only as a body. Individual board members do not have authority. Only the board as a whole has authority. We agree that an individual board member will not take unilateral action. The board chair will communicate the position(s) of the board on controversial issues. When board members serve on various school committees their role shall be defined by the board as silent observer or active participant.
- The last stop, not the first, will be the board. We agree to follow the chain of command and insist that others do so. While the board is eager to listen to its constituents and staff, each inquiry is to be referred to the person who can properly and expeditiously address the issue. Board requests that will likely require considerable time or have political implications are to be directed to the superintendent. All personnel complaints and criticisms received by the board or its individual members will be directed to the superintendent, unless the complaint is against the superintendent which should be referred to the Board Chair on behalf of the Board.

Communication. *(Board and Student Representatives)*

- Communication between staff and the board is encouraged as long as it follows board policy. The board and superintendent recognize that 'good', 'timely', 'open' and 'constant' communication regarding school district issues is extremely important. We will strive to anticipate issues which may become important or are sensitive to our school district and district stakeholders.
 - Commit to District communication that promotes openness, understanding and inclusion of the diverse perspectives of the community.
 - Effectively and tactfully use a variety of communication tools (i.e., public appearances, email, telephone.)
 - Clearly indicate that he/she is voicing his or her individual opinion, and not speaking on behalf of the Board, if discussing areas for which there is no existing Board policy or with prior directions from the Board.
 - Don't spring surprises on other board members or the superintendent. Surprises to the board or the superintendent will be the exception, not the rule. There should be no surprises at a board meeting. We agree to ask the board chair or the superintendent to place an item on the agenda instead of bringing it up unexpectedly at the meeting.
- Use social media, websites, or other electronic communication judiciously, respectfully, and in a manner that does not violate Oregon's Public Meetings Laws and follows School Board Policies JFCEB: Personal Electronic Devices and Social Media and Policy GCAB: Personal Electronic Devices and Social Media.

- 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 and follows School Board Policies JFCEB: Personal Electronic Devices and Social Media and Policy GCAB: Personal Electronic Devices and Social Media.

Annually conduct a self-assessment/evaluation. *(Board Only/Superintendent evaluation; Student Representatives/Board self-evaluation)*

- The board will address its behavior by yearly self-evaluation and by addressing itself to any individual problems, such as poor meeting attendance or leaks of confidential information.

Clearly state goals. *(Board and Student Representatives)*

- The board will set clear goals for itself and the superintendent. The board and superintendent will set clear goals for the District.

Own the collective decision making process. *(Board and Student Representatives)*

- Once a decision is made by the Board it will be supported by board members, the superintendent and the District Professional Learning Team.

Student's interests come first. *(Board and Student Representatives)*

- The board will represent the needs and interests of *all the students* in our district.
- Board members should refrain from bringing individual family concerns for board considerations.

Meeting protocol. *(Board and Student Representatives)*

- Board members will come prepared for the meeting by having read all packet materials. If additional items are provided during the meeting, the Board will take time to review them before voting.
- Conduct at a board meeting is very important. We desire to have a legacy of a well-functioning, effective board. We agree to avoid words and actions that create a negative impression on an individual, the board or the district. We will be open minded and willing to 'deeply listen' to all speakers/presenters. We agree that we can disagree and will do so using common courtesy and respect for others. We will not react to impromptu complaints on the spot, but encourage complainants to follow the District's complaint process stressing that following the process ensures District follow up.

Avoid marathon board meetings. *(Board and Student Representatives)*

- To be efficient and effective, long board meetings must be avoided. Points are to be made in a few words as possible; speeches at board meetings must be minimal. If a board member believes he/she doesn't have enough information or has questions, either the superintendent or board chair is to be called before the meeting.

Practice efficient decision-making. *(Board and Student Representatives)*

- Board meetings are for decision-making, action and votes, not endless discussion. We agree to move to the question when discussion is repetitive.
 - Specify timeframes for agenda items
 - Have a specific ending time for board meetings (6:00 – 8:00 pm)
 - If board discussion is at the specified ending time, board chair will ask for consensus of the board to continue or postpone discussion item until the next meeting.

Executive / closed sessions. *(Board Only)*

- Executive/closed sessions will be held only for appropriate subjects. The contents of an Executive Session must be kept confidential. Executive sessions will be held only when specific needs arise. Board members will be extremely sensitive to the legal ramifications of their comments during an executive session.

Re-affirmed by the North Wasco County SD 21 Board of Directors and Superintendent on March 21st, 2024.

John Nelson, Director

Jose Aparicio, Director

David Jones, Director

Dayna Wynn-Elledge, Director

Joel Vaught, Director

Adrian Lopez, Director

Judy Richardson, Director

Yamari Santillian-Guzman, Student

Kaleb Blaylock, Student

Dr. Carolyn Bernal, Superintendent



North Wasco County School District #21
School District Board of Directors

Board Motion for Action Item

BOARD ACTION

Date: 3/15/2024

Action Requested: ***Motion to Appoint Budget Committee Members***

DISCUSSION

There are **three** vacant budget committee appointments. Two members from last year are now district employees and per board policy are no longer eligible to be appointed members of district committees.

Name	Term Expires	Name	Term Expires
Joel Vaught	2025	Molly Rogers	2023
Dayna Wynn-Elledge	2027	Serena Smith	2025
David Jones	2027	Kristi Timmons	2025
John Nelson	2025	Jennifer Gunter	2025
Adrian Lopez	2025	Anthony W Pereira	2025
Jose Aparicio	2027	Vacant (Begay)	2026
Judy Richardson	2025	Vacant (Mendoza)	2026

The board needs to appoint three members. Please see the attached recommendation:

- **Molly Rogers** – approve renewal for two-year term through 2026
- **Jarred Gosson** – approve for two-year term through 2026
- **Position Vacancy (Begay)** – requesting to appoint an District Equity Committee Member (to be determined)

ACTION

I move to appoint Molly Rogers and Jarred Gosson as budget committee members with two-year terms, from 3/21/2024 until 6/30/2026.

3632 West 10th Street, The Dalles, OR 97058
541-506-3420 Fax 541-298-6018

“The North Wasco County School District is an equal opportunity educator and employer.”

Out of State Travel Request

Name/Title Kurt Evans Location The Dalles High School

I am requesting approval to attend Robotics Worlds in Dallas, TX

General purpose/objective for attending conference/meeting _____

To compete against international teams in robotics competition.

Destination Dallas, TX (city,state) Leave 4/24/2024 (date/time) Return 4/28/2024 (date/time)

Group Travel Yes No If yes, attach list of travelers. Person driving must complete form.

Estimated Travel Expenses

To claim reimbursement, please submit a District Travel Expense form to the Business Office within **10 days of completion of the trip**. An approved copy of this form, conference documentation, and any necessary **itemized** receipts must be attached to the Travel Expense Report. General requirements for out-of-state travel are listed on page 2 of this form. District Policy DLC and DLC-AR for Staff Expense Reimbursement may be found on the District's web page.

Complete only the highlighted cells - others will calculate automatically.

	Amount	Account # or Funding Source
1. Registration	3600.00	2401131171550000000
2. Substitute		
# days Full day	\$200.00	0.00
# days Half day	\$100.00	0.00
3. Lodging (not including taxes)		
Per Diem rate	\$125.00 /night	
Explanation (if other rate)	207	
# nights	12	2484.00
4. Airfare (complete itinerary)	3150.00	Fundraised
5. Vehicle Rental (complete itinerary)	0.00	Fundraised
6. Shuttle Service	300.00	Fundraised
7. Mileage 0.545 rate x 0 # miles	0.00	
8. Meals (use per diem rates)		
28 # breakfast	\$12.00 each	336.00
28 # lunch	\$15.00 each	420.00
28 # dinner	\$30.00 each	840.00
9. Other (specify)		
Total Estimated Expenses	11130.00	

I am requesting to travel out-of-state on the date(s) and for the purposes stated above. The expenses listed are estimates; however, I understand that if I choose to add an expense subsequent to this approval, I must re-submit this request with added expense(s) in order to be reimbursed. **I have read and understand the travel requirements listed on page two of this form.**

Signature of Applicant		Date	<u>3/7/2024</u>
Approval Supv/Principal		Date	<u>3/7/2024</u>
Approval CFO		Date	

Robotics Travel Roster: Dallas, TX

April 24th, 2024 – April 28th, 2024

Chaperones: Lue Seapy

Erick Castaneda

Marc McAllister

Megahn McAllister

Students: Kim Morales Cortes

Zach Banks

Everest Lenardson

Colin Schecter

Evelyn Schecter

Ian Castaneda

Jack McAllister



North Wasco County School District #21

School District Board of Directors

Board Motion for Action Item

BOARD ACTION

Date March 21st, 2024

Action Requested: ***Approve Contract – Solutions Yes!***

The district has an expiring contract in April 2024 and March 2025 with US Bank for copier and printer leases and management services. The district is part of the OMNIA Purchasing contract and can contract with a new vendor so long as the district is part of a purchasing agreement with an approved vendor on the list. After some review and discussions, the IT staff and business office staff are recommending the district contract with Solutions Yes. The vendor will buy out the printer lease, expiring March 2025, using funds from Kyocera which will allow the district to have a local service representative and save at least \$50,000. See the attached proposal. The approval will allow the vendor to order the equipment in time for a replacement on July 1st, 2024.

ACTION

I move to authorize the Chief Financial Officer to enter into an agreement for leased equipment and services with Solutions Yes.

3632 West 10th Street, The Dalles, OR 97058
541-506-3420 Fax 541-298-6018

“The North Wasco County School District is an equal opportunity educator and employer.”



Lease Agreement

APPLICATION NO.

AGREEMENT NO.

8300 SW Hunziker Street • Portland, OR 97223 • Phone: 503.597.0937 • Fax: 503.213.1235

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to Solutions Yes, LLC.

CUSTOMER INFORMATION

Customer information fields: Full Legal Name, Street Address, City, State, ZIP, Phone, FAX, Billing Name, Billing Street Address, City, State, ZIP, E-MAIL, Equipment Location.

EQUIPMENT DESCRIPTION

Equipment description fields: Make/Model/Accessories, Serial No., and multiple blank lines for details.

Lease is fixed. Will not change

PPT Included

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

See attached Schedule A

TERM AND PAYMENT INFORMATION

63 Payments* of \$ 5,747.00. If you are exempt from sales tax, attach your certificate. *plus applicable taxes. The payment ("Payment") period is monthly unless otherwise indicated. Purchase Option: FMV

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

Lessor acceptance fields: Solutions Yes, LLC, Signature, Title, Dated.

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

Customer acceptance fields: North Wasco County School District No. 21, Signature, Title, Dated.

FEDERAL TAX I.D. # PRINT NAME

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects.

Delivery & Acceptance Certificate fields: North Wasco County School District No. 21, Signature, Title, Acceptance Date.

1. **AGREEMENT:** You agree to lease from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. The term shall start on the date we pay Supplier. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or, on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, to do so as provided in either (A) or (B) below, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase all but not less than all of the Equipment for the Fair Market Value or return the Equipment, and you timely purchase or return the Equipment. Fair Market Value ("FMV") means the value of the Equipment in continued use. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**



Schedule "A"

APPLICATION NO.

AGREEMENT NO.

This Schedule "A" is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and Solutions Yes, LLC.

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
District Office-3632 W. 10 th St, The Dalles OR 97058			<input type="checkbox"/>
1-Kyocera TA8353ci			<input type="checkbox"/>
4-Kyocera PA5000x			<input type="checkbox"/>
1-Kyocera TA3554ci			<input type="checkbox"/>
1-Kyocera M5526cdw			<input type="checkbox"/>
1-Kyocera P7240cdn			<input type="checkbox"/>
Bus Facility-2000 W. 2 nd St, The Dalles OR 97058			<input type="checkbox"/>
1-Kyocera TA4054ci			<input type="checkbox"/>
1-Kyocera PA5000x			<input type="checkbox"/>
The Dalles HS-220 E. 10 th St, The Dalles OR 97058			<input type="checkbox"/>
1-Kyocera TA4054ci			<input type="checkbox"/>
6-Kyocera P7240cdn			<input type="checkbox"/>
28-Kyocera PA5000x			<input type="checkbox"/>
2-Kyocera TA9003i			<input type="checkbox"/>
1-Kyocera M5526cdw			<input type="checkbox"/>
2-Kyocera MA4000cix			<input type="checkbox"/>
1-Kyocera TA7004i			<input type="checkbox"/>
1-Kyocera TA7054ci			<input type="checkbox"/>
2-Kyocera P8060cdn			<input type="checkbox"/>
Chenowith Elementary-922 Chenowith Loop Rd, The Dalles OR 97058			<input type="checkbox"/>
5-Kyocera P7240cdn			<input type="checkbox"/>
2-Kyocera MA4000cix			<input type="checkbox"/>
2-Kyocera TA8353ci			<input type="checkbox"/>
4-Kyocera PA5000x			<input type="checkbox"/>
Dry Hollow Elementary-1314 E. 19 th St, The Dalles OR 97058			<input type="checkbox"/>
6-Kyocera P7240cdn			<input type="checkbox"/>
1-Kyocera MA4500ix			<input type="checkbox"/>
1-Kyocera TA8353ci			<input type="checkbox"/>
5-Kyocera PA5000x			<input type="checkbox"/>
1-Kyocera TA7004i			<input type="checkbox"/>
The Dalles Middle School-1100 E. 12 th St, The Dalles OR 97058			<input type="checkbox"/>
11-Kyocera PA5000x			<input type="checkbox"/>
2-Kyocera MA4000cix			<input type="checkbox"/>
1-Kyocera TA8353ci			<input type="checkbox"/>
4-Kyocera P7240cdn			<input type="checkbox"/>
1-Kyocera MA5500cix			<input type="checkbox"/>
1-Kyocera TA7054ci			<input type="checkbox"/>
1-Kyocera TA9003i			<input type="checkbox"/>
1-Kyocera TA4054ci			<input type="checkbox"/>
			<input type="checkbox"/>

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned Customer.

CUSTOMER
30586 (2017)

SIGNATURE

TITLE

DATED



Schedule "A"

APPLICATION NO.

AGREEMENT NO.

This Schedule "A" is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and Solutions Yes, LLC.

EQUIPMENT DESCRIPTION

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT. Includes entries for Colonel Wright Elementary and Wahtonka School with various Kyocera models.

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned Customer.

Signature line with a large 'X' mark and labels for CUSTOMER, SIGNATURE, TITLE, and DATED.



NON APPROPRIATION RIDER

This Non-Appropriation Rider to the Lease Agreement No. _____ dated March 11, 2024 (the "Agreement"), is by and between **Solutions Yes LLC** ("Solutions") and North Wasco County School District No. 21 ("Customer"). Capitalized terms used herein without definition shall be defined as provided in the Agreement.

Notwithstanding anything contained in the Agreement to the contrary,

1. Customer presently intends to continue the Agreement for its entire term and to pay all payments relating thereto and shall do all things lawfully within its power to obtain and maintain funds from which the payments owing thereunder may be made. To the extent permitted by law, the person or entity in charge of preparing Customer's budget will include in the budget request for each fiscal year during the term of the Agreement the payments to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all payments coming due therein. The parties acknowledge that appropriation for payments is a governmental function which Customer cannot contractually commit itself in advance to perform and the Agreement does not constitute such a commitment. However, Customer reasonably believes that moneys in an amount sufficient to make all payments can and will lawfully be appropriated and made available to permit Customer's continued use of the Equipment in the performance of its essential functions during the term of the Agreement.

2. If Customer's governing body fails to appropriate sufficient moneys in any fiscal year for payments due under the Agreement and if other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then: (i) Customer shall give Solutions immediate notice of such Non-Appropriation and provide written evidence of such failure by Customer's governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by that date, immediately upon such Non-Appropriation; (ii) no later than the last day of the fiscal year for which appropriations were made for the payments due under the Agreement (the "Return Date"), Customer shall return to Solutions all, but not less than all, of the Software covered by the Agreement, at Customer's sole expense, in accordance with the terms hereof; and (iii) the Agreement shall terminate on the Return Date without penalty or expense to Customer and Customer shall not be obligated to pay the payments beyond such fiscal year, provided, that Customer shall pay all payments due under the Agreement for which moneys shall have been appropriated or are otherwise available, provided further, that Customer shall pay month-to-month rent at the rate set forth in the Agreement for each month or part thereof that Customer fails to return the Equipment as required herein.

3. The Agreement shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Agreement, and no liability on account thereof shall be incurred by the Customer beyond the amount of such monies. The Agreement is not a general obligation of the Customer. Neither the full faith and credit nor the taxing power of the Customer are pledged to the payment of any amount due or to become due under the Agreement. It is understood that neither the Agreement nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the Agreement.

4. The Customer and Solutions agree that by the execution thereof, if the Agreement is a Rental Agreement, Cost Per Image Rental Agreement or a Fair Market Value Lease Agreement, the Customer acquires no ownership interest in the Equipment whether vested or contingent. The Customer's interest in the Equipment is limited to that of a Lessee and the Lessor retains all rights as the owner therein. Any provisions indicating to the contrary in this Rider are for precautionary purposes only.

IN WITNESS WHEREOF, each of the parties hereto has caused this Rider to be executed as of the 11 day of March 2024.

Solutions Yes LLC
(Solutions)

_____ (Customer)

By _____

By _____

Name/Title _____

Name/Title _____



8300 SW Hunziker st
 Portland, OR 97223
 (503) 597-0YES
 FAX: (503) 213-1235

EQUIPMENT SUPPORT AGREEMENT

CONTRACT # _____

CUSTOMER BILL TO:	
North Wasco County School District No. 21	
3632 W. 10th St	
The Dalles, OR 97058	
Contact Name	Phone Number
IT Contact	Phone Number

CUSTOMER EQUIPMENT LOCATION:
See Schedule

AGREEMENT START DATE:	<u>Upon Install</u>
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Your Solutions YES maintenance agreement covers all parts, labor, travel and supplies (except paper and staples) unless specifically stated below

SID #	Equipment	Serial Number	Start Meter	Image Allowance	Base Charge	Overage Chg (per image)
	<i>See Schedule A</i>			0	\$ -	
SID #	Tiered Color	Color Levels	Start Meter	Color Image Allowance	Color Base	Overage Chg (per image)
	<i>Color Level 1</i>	<i>Spot Color</i>		0	\$ -	
	<i>Color Level 2</i>	<i>Business Color</i>		0	\$ -	
	<i>Color Level 3</i>	<i>Graphic Color</i>		0	\$ -	

Additional Equipment on Schedule A

Preferred Method of Meter Collection: FM Audit Phone Fax E-Mail

Meter Collection Contact Name: _____

Phone #	Fax #	E-Mail Address

Agreement Term 36 Months 60 Months Other 63 months

Base Billing Cycle Monthly Quarterly Annually

Overage Billing Cycle Monthly Quarterly Annually

Comments: Service includes all parts, labor, toner and staples. All rates are fixed for term of lease.

CUSTOMER ACCEPTANCE:

Signature	Printed Name & Title	Date

SOLUTIONS YES ACCEPTANCE

Signature	Printed Name & Title	Date

Terms & Conditions

EQUIPMENT SUPPORT AGREEMENT ("ESA"): Solutions YES, LLC agrees to perform maintenance and make inspections, adjustments and repairs, and replace defective parts without additional charge to Customer, provided such calls are made during normal business hours. Solutions YES, LLC will furnish supplies, to be delivered at acceptable intervals and quantities in accordance with manufacturer's suggested yields. This ESA does not include paper, labels, staples, or transparencies. Solutions YES, LLC agrees to train customer in the use of the equipment at reasonable times. Title to all supplies furnished in connection with the ESA, including consumable parts such as drums, remains in Solutions YES, LLC until said supplies are consumed to the extent that they may not be further utilized in the copy making process. Toner consumption shall be within 10% of the manufacturer's suggested yields. A charge for toner consumption exceeding 10% of manufacturer's suggested yields will be charged at current retail price. In the event of customer default or cancellation, supplies and consumable parts shall be returned to Solutions YES, LLC on demand. Beyond the initial set-up and installation, any network or connectivity related service call, i.e. unable to print/scan or requests for additional desktops set up to print or scan, are considered chargeable calls at the current Solutions YES, LLC networking labor rates, unless it is determined to be a hardware related issue.

EXCESSIVE DAMAGE: Damage to the equipment or its parts arising out of misuse, abuse, negligence or causes beyond the control of Solutions YES, LLC are not covered. Solutions YES, LLC may terminate this agreement in the event the equipment is modified, damaged, altered or serviced by personnel other than those employed by Solutions YES, LLC, or if parts, accessories, components or supplies not authorized by Solutions YES, LLC are fitted to or used in the equipment.

EXCESS COPIES: Under the "ESA", the "Base Charge" is calculated on anticipated customer usage as stated in "Image Allowance" on the face of the Equipment Support Agreement. Image allowance copies are accumulated from the initial meter read. Should the allowance be exceeded prior to the expiration of any applicable billing cycle, customer agrees to pay the current excess copy charge for each copy in excess of the stated allowance. Invoices for excess copies will be tendered according to the "Overage Billing Cycle" and/or at the end of the initial term and shall be due and payable within 15 days. For agreements billed annually, upon exceeding the image allowance, customer may request that a new agreement be executed with the initial date of the term to coincide with the date that original image allowance is exceeded. Customer's option in this regard shall be void if all previously tendered invoices have not been paid.

BUSINESS HOURS FOR SERVICE: Support services shall be provided hereunder only during Solutions YES, LLC's normal business hours, which shall consist of 8:00a.m. to 5:00p.m., Monday through Friday, exclusive of Solutions YES' holidays and are subject to change by Solution YES. At customer's request, Solutions YES, LLC may render support service outside of normal business hours, subject to availability of personnel, at established Solutions YES, LLC rates then in effect.

AVAILABILITY OF SUPPLIES: Customer support engineers do not carry or deliver consumable supplies (toner, etc.). It is customer's responsibility to have the necessary supplies available for customer support engineer's use.

RECONDITIONING: When a shop reconditioning is necessary, or the manufacturer's life expectancy of the equipment has been exceeded, and normal repairs and parts replacement cannot keep a unit in satisfactory operating condition, Solutions YES, LLC may refuse to renew this agreement, and/or refuse to continue providing support under this agreement, furnishing support only on a Per Call basis at Solutions YES, LLC's current rates.

CANCELLATION OF SERVICE: Cancellation at the conclusion of the initial term or any renewal term may be accomplished by either party by providing written notice of such cancellation no later than thirty (30) days prior to the expiration of the term then in effect. In addition, Solutions YES, LLC may cancel this agreement, in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) days prior to renewal date. If customer at any time is in breach of any term or condition contained herein, Solutions YES, LLC may apply any refund due to the satisfaction of any past due invoices for any other products or services. Should this agreement be cancelled by customer, Solutions YES, LLC will not issue any refund.

LATE CHARGES; INTEREST; SUSPENSION OF SERVICE: Customer agrees to pay all invoices tendered for services performed and/or parts installed on equipment when services are performed, according to invoice payment terms. If any payment due to Solutions YES, LLC hereunder is more than 10 days past due, customer agrees to pay a late charge equal to ten (10%), to cover Solutions YES, LLC's administrative costs occasioned by said late payment. Customer agrees that amounts not timely paid shall bear interest at the rate of 1.5% monthly (18% per annum) or at the maximum rate allowed by law, whichever is less. Without waiver of any other rights hereunder, Solutions YES, LLC shall have the right to discontinue service in the event customer becomes delinquent in payment.

DAMAGES: In the event Customer is in default of an obligation under this agreement, and remains in default for seven (7) days after notice thereof, Solutions YES, LLC may cancel this agreement and collect damages according to the following formula. In such an event, Customer promises to pay Solutions YES, LLC the following amounts as liquidated damages (and not as a penalty): (a) During the first six months of the initial term, six times the average monthly charge; (b) At any time thereafter, amount owed at three times the monthly charge.

RENEWAL: Unless otherwise terminated as set forth herein, this agreement shall be automatically renewed upon expiration of the initial term for successive renewal terms, at Solutions YES, LLC maintenance rates in effect at the time of application renewal. Annual increases may be incurred during the term of the contract.

INSTALLATION: Certain equipment must be installed according to specific requirements in terms of space, electric, and environmental conditions. Installation requirements are defined in the equipment operator manual. Customer shall ensure that the equipment is placed in an area that conforms to these requirements.

DISCLAIMER: Solutions YES, LLC expressly disclaims any duty as insurer of the equipment and customer shall pay for all costs of repair and parts or replacement of the equipment made necessary by, but not limited to, loss or damage through accident, abuse, misuse, theft, fire, water, casualty, natural forces or any other negligent act of customer or customer's agent and/or service performed by non-Solutions YES, LLC personnel. Solutions YES, LLC will not assume any liability for any conditions arising from electrical circuitry external to the equipment and equipment line cord, nor is any external electrical work covered under this agreement.

CUSTOMER CHANGES: Any Customer changes, alterations, or attachments may require a change in the charges set forth herein. Solutions YES, LLC also reserves the right to terminate this agreement in the event it has been determined such changes, alterations, or attachments make it impractical for Solutions YES, LLC to continue to service the equipment.

ATTORNEY'S FEES; COSTS: In the event customer defaults under this Equipment Support Agreement, or if any other dispute arises hereunder requiring Solutions YES, LLC to refer said matter to an attorney and/or to initiate, or defend, any court action in any way related to this agreement, customer agrees to pay Solutions YES, LLC reasonable attorney's fees and all costs resulting from such actions.

WAIVER OF JURY TRIAL: Customer hereby waives trial by jury as to any and all issues out of, or in any way related to this ESA.

NO WAIVER: Customer acknowledges and agrees that any delay or failure to enforce the rights hereunder by Solutions YES, LLC, does not constitute a waiver of such rights by Solutions YES, LLC or in any way prevent Solutions YES, LLC from enforcing such rights, or any other rights hereunder, at a later time.

ENTIRE AGREEMENT: This ESA constitutes the entire agreement between Customer and Solutions YES, LLC related to the service and maintenance of the equipment, and any and all prior negotiations, agreements (oral or written), or understandings are hereby superseded.

NO MODIFICATIONS OF TERMS: Customer expressly acknowledges and agrees that these terms and conditions may not be varied, modified, or changed except by written agreement executed by a corporate officer of Solutions YES, LLC. No sales or service personnel, including but not limited to managers or supervisors, has any authority to override this provision.

NOTICE: Any notice or other communication given or required in connection with this Equipment Support Agreement, shall be in writing, and shall be given by certified or registered mail, postage prepaid, return receipt requested. If sent to Solutions YES, LLC said notice shall be sent to Solutions YES, LLC, Attn: CFO, 8300 SW Hunziker St., Portland, OR 97223, or such other address Solutions YES, LLC may hereafter designate in writing. If to Customer, the notice shall be sent to Customer at the address specified in the reverse side hereof, or such address which may be specified, by customer, in writing to Solutions YES, LLC.

Customer Initials



8300 SW Hunziker st
 Portland, OR 97223
 (503) 597-0YES
 FAX: (503) 213-1235

**EQUIPMENT SUPPORT AGREEMENT
 SCHEDULE "A" FOR:**

CUSTOMER NAME: North Wasco County School District No. 21

CONTRACT # _____

Base Billing Cycle Monthly Quarterly Annually

Overage Billing Cycle Monthly Quarterly Annually

SID	EQUIPMENT	SERIAL NUMBER	LOCATION / DEPARTMENT	IMAGES INCLUDED		OVERAGE RATE		BASE CHARGE	START METER
				B/W	COLOR	B/W	COLOR		
TA8353ci			N. Wasco County SD-District Office 3632 W. 10th St. The Dalles OR 97058			0.00650	.025,035,,045		
PA5000x			N. Wasco County SD-District Office 3632 W. 10th St. The Dalles OR 97058			0.01200			
PA5000x			N. Wasco County SD-District Office 3632 W. 10th St. The Dalles OR 97058			0.01200			
PA5000x			N. Wasco County SD-District Office 3632 W. 10th St. The Dalles OR 97058			0.01200			
PA5000x			N. Wasco County SD-District Office 3632 W. 10th St. The Dalles OR 97058			0.01200			
TA3554ci			N. Wasco County SD-District Office 3632 W. 10th St. The Dalles OR 97058			0.00650	.025,035,,045		
M5526cdw			N. Wasco County SD-District Office 3632 W. 10th St. The Dalles OR 97058			0.01200	0.06000		
P7240cdn			N. Wasco County SD-District Office 3632 W. 10th St. The Dalles OR 97058			0.01200	0.06000		
TA4054ci			Bus Facility 2000 W. 2nd St, The Dalles OR 97058			0.00650	.025,035,,045		
PA5000x			Bus Facility 2000 W. 2nd St, The Dalles OR 97058			0.01200			
TA4054ci			The Dalles High School 220 E. 10th St. The Dalles OR 97058			0.00650	.025,035,,045		
P7240cdn			The Dalles High School 220 E. 10th St. The Dalles OR 97058			0.01200	0.06000		
PA5000x			The Dalles High School 220 E. 10th St. The Dalles OR 97058			0.01200			
P7240cdn			The Dalles High School 220 E. 10th St. The Dalles OR 97058			0.01200	0.06000		
PA5000x			The Dalles High School 220 E. 10th St. The Dalles OR 97058			0.01200			

Customer Initial: _____

CONFIDENTIAL



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**EQUIPMENT SUPPORT AGREEMENT
 SCHEDULE "A" FOR:**

CUSTOMER NAME: North Wasco County School District No. 21

CONTRACT # _____

Base Billing Cycle Monthly Quarterly Annually

Overage Billing Cycle Monthly Quarterly Annually

SID	EQUIPMENT	SERIAL NUMBER	LOCATION / DEPARTMENT	IMAGES INCLUDED		OVERAGE RATE		BASE CHARGE	START METER
				B/W	COLOR	B/W	COLOR		
	PA5000x		The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200			
	PA5000x		The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200			
	PA5000x		The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200			
	PA5000x		The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200			
	PA5000x		The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200			
	PA5000x		The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200			
	PA5000x		The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200			
	PA5000x		The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200			
	TA9003i		The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.00650			
	TA9003i		The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.00650			
	PA5000x		The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200			
	M5526cdw		The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200	0.06000		
	M6635cidn		The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200	0.06000		
	TA7004i		The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.00650			
	PA5000x		The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200			

Customer Initial: _____

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**EQUIPMENT SUPPORT AGREEMENT
 SCHEDULE "A" FOR:**

CUSTOMER NAME: North Wasco County School District No. 21 **CONTRACT #** _____

Base Billing Cycle Monthly Quarterly Annually

Overage Billing Cycle Monthly Quarterly Annually

SID	EQUIPMENT	SERIAL NUMBER	LOCATION / DEPARTMENT	IMAGES INCLUDED		OVERAGE RATE		BASE CHARGE	START METER
				B/W	COLOR	B/W	COLOR		
	PA5000x		The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200			
	PA5000x		The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200			
	TA7054ci		The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.00650	.025, .035, .045		
	PA5000x		The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200			
	P8060cdn		The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200	0.06000		
	P7240cdn		The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200	0.06000		
	P7240cdn		The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200	0.06000		
	P7240cdn		The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200	0.06000		
	PA5000x		The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200			
	PA5000x		The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200			
	PA5000x		The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200			
	PA5000x		The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200			
	PA5000x		The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200			
	P8060cdn		The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200	0.06000		

Customer Initial: _____

CONFIDENTIAL



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**EQUIPMENT SUPPORT AGREEMENT
 SCHEDULE "A" FOR:**

CUSTOMER NAME: North Wasco County School District No. 21 **CONTRACT #** _____

Base Billing Cycle Monthly Quarterly Annually

Overage Billing Cycle Monthly Quarterly Annually

SID	EQUIPMENT	SERIAL NUMBER	LOCATION / DEPARTMENT	IMAGES INCLUDED		OVERAGE RATE		BASE CHARGE	START METER
				B/W	COLOR	B/W	COLOR		
PA5000x			The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200			
PA5000x			The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200			
P7240cdn			The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200	0.06000		
M6635cidn			The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200	0.06000		
PA5000x			The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200			
PA5000x			The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200			
PA5000x			The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200			
PA5000x			The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200			
PA5000x			The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200			
PA5000x			The Dalles High School 220 E. 10th St, The Dalles OR 97058			0.01200			
P7240cdn			Chenoweth Elementary School 922 Chenoweth Loop Rd. The Dalles OR 97058			0.01200	0.06000		
M6635cidn			Chenoweth Elementary School 922 Chenoweth Loop Rd. The Dalles OR 97058			0.01200	0.06000		
TA8353ci			Chenoweth Elementary School 922 Chenoweth Loop Rd. The Dalles OR 97058			0.00650	.025,.035,.045		
TA8353ci			Chenoweth Elementary School 922 Chenoweth Loop Rd. The Dalles OR 97058			0.00650	.025,.035,.045		
M6635cidn			Chenoweth Elementary School 922 Chenoweth Loop Rd. The Dalles OR 97058			0.01200	0.06000		
P7240cdn			Chenoweth Elementary School 922 Chenoweth Loop Rd. The Dalles OR 97058			0.01200	0.06000		

Customer Initial: _____

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**EQUIPMENT SUPPORT AGREEMENT
 SCHEDULE "A" FOR:**

CUSTOMER NAME: North Wasco County School District No. 21 **CONTRACT #** _____

Base Billing Cycle Monthly Quarterly Annually

Overage Billing Cycle Monthly Quarterly Annually

SID	EQUIPMENT	SERIAL NUMBER	LOCATION / DEPARTMENT	IMAGES INCLUDED		OVERAGE RATE		BASE CHARGE	START METER
				B/W	COLOR	B/W	COLOR		
P7240cdn			Chenoweth Elementary School 922 Chenoweth Loop Rd. The Dalles OR 97058			0.01200	0.06000		
P7240cdn			Chenoweth Elementary School 922 Chenoweth Loop Rd. The Dalles OR 97058			0.01200	0.06000		
PA5000x			Chenoweth Elementary School 922 Chenoweth Loop Rd. The Dalles OR 97058			0.01200			
PA5000x			Chenoweth Elementary School 922 Chenoweth Loop Rd. The Dalles OR 97058			0.01200			
P7240cdn			Chenoweth Elementary School 922 Chenoweth Loop Rd. The Dalles OR 97058			0.01200	0.06000		
PA5000x			Chenoweth Elementary School 922 Chenoweth Loop Rd. The Dalles OR 97058			0.01200			
PA5000x			Chenoweth Elementary School 922 Chenoweth Loop Rd. The Dalles OR 97058			0.01200			
P7240cdn			Dry Hollow Elementary School 1314 E. 19th St, The Dalles OR 97058			0.01200	0.06000		
M4500ix			Dry Hollow Elementary School 1314 E. 19th St, The Dalles OR 97058			0.01200			
TA8353ci			Dry Hollow Elementary School 1314 E. 19th St, The Dalles OR 97058			0.00650	.025,.035,.045		
PA5000x			Dry Hollow Elementary School 1314 E. 19th St, The Dalles OR 97058			0.01200			
PA5000x			Dry Hollow Elementary School 1314 E. 19th St, The Dalles OR 97058			0.01200			
PA5000x			Dry Hollow Elementary School 1314 E. 19th St, The Dalles OR 97058			0.01200			
P7240cdn			Dry Hollow Elementary School 1314 E. 19th St, The Dalles OR 97058			0.01200	0.06000		
PA5000x			Dry Hollow Elementary School 1314 E. 19th St, The Dalles OR 97058			0.01200			

Customer Initial: _____

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SOL YES, LLC - REV.5.0 2/2014



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 Portland, OR 97223
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**EQUIPMENT SUPPORT AGREEMENT
 SCHEDULE "A" FOR:**

CUSTOMER NAME: North Wasco County School District No. 21 **CONTRACT #** _____

Base Billing Cycle Monthly Quarterly Annually

Overage Billing Cycle Monthly Quarterly Annually

SID	EQUIPMENT	SERIAL NUMBER	LOCATION / DEPARTMENT	IMAGES INCLUDED		OVERAGE RATE		BASE CHARGE	START METER
				B/W	COLOR	B/W	COLOR		
	P7240cdn		Dry Hollow Elementary School 1314 E. 19th St, The Dalles OR 97058			0.01200	0.06000		
	PA5000x		Dry Hollow Elementary School 1314 E. 19th St, The Dalles OR 97058			0.01200			
	P7240cdn		Dry Hollow Elementary School 1314 E. 19th St, The Dalles OR 97058			0.01200	0.06000		
	P7240cdn		Dry Hollow Elementary School 1314 E. 19th St, The Dalles OR 97058			0.01200	0.06000		
	P7240cdn		Dry Hollow Elementary School 1314 E. 19th St, The Dalles OR 97058			0.01200	0.06000		
	TA7004i		Dry Hollow Elementary School 1314 E. 19th St, The Dalles OR 97058			0.00650			
	PA5000x		The Dalles Middle School 1100 E. 12th St, The Dalles OR 97058			0.01200			
	PA5000x		The Dalles Middle School 1100 E. 12th St, The Dalles OR 97058			0.01200			
	M6635cidn		The Dalles Middle School 1100 E. 12th St, The Dalles OR 97058			0.01200	0.06000		
	TA8353ci		The Dalles Middle School 1100 E. 12th St, The Dalles OR 97058			0.00650	.025,.035,.45		
	M6635cidn		The Dalles Middle School 1100 E. 12th St, The Dalles OR 97058			0.01200	0.06000		
	P7240cdn		The Dalles Middle School 1100 E. 12th St, The Dalles OR 97058			0.01200	0.06000		
	P7240cdn		The Dalles Middle School 1100 E. 12th St, The Dalles OR 97058			0.01200	0.06000		
	PA5000x		The Dalles Middle School 1100 E. 12th St, The Dalles OR 97058			0.01200			

Customer Initial: _____

CONFIDENTIAL



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**EQUIPMENT SUPPORT AGREEMENT
 SCHEDULE "A" FOR:**

CUSTOMER NAME: North Wasco County School District No. 21 **CONTRACT #** _____

Base Billing Cycle Monthly Quarterly Annually

Overage Billing Cycle Monthly Quarterly Annually

SID	EQUIPMENT	SERIAL NUMBER	LOCATION / DEPARTMENT	IMAGES INCLUDED		OVERAGE RATE		BASE CHARGE	START METER
				B/W	COLOR	B/W	COLOR		
PA5000x			The Dalles Middle School 1100 E. 12th St, The Dalles OR 97058			0.01200			
MA5500ifx			The Dalles Middle School 1100 E. 12th St, The Dalles OR 97058			0.01200			
PA5000x			The Dalles Middle School 1100 E. 12th St, The Dalles OR 97058			0.01200			
PA5000x			The Dalles Middle School 1100 E. 12th St, The Dalles OR 97058			0.01200			
P7240cdn			The Dalles Middle School 1100 E. 12th St, The Dalles OR 97058			0.01200	0.06000		
TA7054ci			The Dalles Middle School 1100 E. 12th St, The Dalles OR 97058			0.00650	.025,.035,.045		
TA9003i			The Dalles Middle School 1100 E. 12th St, The Dalles OR 97058			0.00650			
PA5000x			The Dalles Middle School 1100 E. 12th St, The Dalles OR 97058			0.01200			
PA5000x			The Dalles Middle School 1100 E. 12th St, The Dalles OR 97058			0.01200			
PA5000x			The Dalles Middle School 1100 E. 12th St, The Dalles OR 97058			0.01200			
PA5000x			The Dalles Middle School 1100 E. 12th St, The Dalles OR 97058			0.01200			
P7240cdn			The Dalles Middle School 1100 E. 12th St, The Dalles OR 97058			0.01200	0.06000		
TA4054ci			The Dalles Middle School 1100 E. 12th St, The Dalles OR 97058			0.00650	.025,.035,.045		
MA5500ifx			Colonel Wright Elementary School 610 W. 14th St. The Dalles OR 97058						

Customer Initial: _____

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 Portland, OR 97223
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**EQUIPMENT SUPPORT AGREEMENT
 SCHEDULE "A" FOR:**

CUSTOMER NAME: North Wasco County School District No. 21

CONTRACT # _____

Base Billing Cycle Monthly Quarterly Annually

Overage Billing Cycle Monthly Quarterly Annually

SID	EQUIPMENT	SERIAL NUMBER	LOCATION / DEPARTMENT	IMAGES INCLUDED		OVERAGE RATE		BASE CHARGE	START METER
				B/W	COLOR	B/W	COLOR		
TA3554ci			Colonel Wright Elementary School 610 W. 14th St. The Dalles OR 97058			0.00650	.025, .035, .045		
PA5000x			Colonel Wright Elementary School 610 W. 14th St. The Dalles OR 97058			0.01200			
TA8353ci			Colonel Wright Elementary School 610 W. 14th St. The Dalles OR 97058			0.00650	.025, .035, .045		
P7240ccdn			Colonel Wright Elementary School 610 W. 14th St. The Dalles OR 97058			0.01200	0.06000		
TA8353ci			Colonel Wright Elementary School 610 W. 14th St. The Dalles OR 97058			0.00650	.025, .035, .045		
P7240ccdn			Colonel Wright Elementary School 610 W. 14th St. The Dalles OR 97058			0.01200	0.06000		
PA5000x			Colonel Wright Elementary School 610 W. 14th St. The Dalles OR 97058			0.01200			
PA5000x			Colonel Wright Elementary School 610 W. 14th St. The Dalles OR 97058			0.01200			
P7240ccdn			Colonel Wright Elementary School 610 W. 14th St. The Dalles OR 97058			0.01200	0.06000		
MA5500ifx			Wahtonka School 3610 W. 10th St, The Dalles OR 97058			0.01200			
TA4054ci			Wahtonka School 3610 W. 10th St, The Dalles OR 97058			0.00650	.025, .035, .045		
TA2554ci			Wahtonka School 3610 W. 10th St, The Dalles OR 97058			0.00650	.025, .035, .045		
PA5000x			Wahtonka School 3610 W. 10th St, The Dalles OR 97058			0.01200			
PA5000x			Wahtonka School 3610 W. 10th St, The Dalles OR 97058			0.01200			
PA5000x			Wahtonka School 3610 W. 10th St, The Dalles OR 97058			0.01200			

Customer Initial: _____

CONFIDENTIAL



8300 SW Hunziker st
 Portland, OR 97223
 (503) 597-0YES
 fax: (503) 213-1235

EQUIPMENT ORDER FORM

BILL TO	North Wasco County School District No. 21		SHIP TO	North Wasco County School District	
	3232 W. 10th St			Various Locations	
	The Dalles, OR 97058				
CONTACT NAME		PHONE NUMBER	LOCATION CONTACT NAME		PHONE NUMBER

CUSTOMER PO NUMBER	SALES ORDER NUMBER	ORDERED BY	SOLD BY

EQUIPMENT & ACCESSORIES	QTY	ITEM #	DESCRIPTION	NET AMOUNT
		121		Mixed fleet of Kyocera Copiers and Printers
			Included delivery, setup, installation, connectivity and training	
			All Parts, Labor, Toner and Staples included	

SERVICE AGREEMENT: BASE CHARGE: \$ 0 IMAGE ALLOWANCE - BK: 0 IMAGE ALLOWANCE - CL: 0 OVERAGE RATE - CL: \$ BILLING CYCLE:	SUB-TOTAL	
	DELIVERY	-
	NETWORK INSTALLATION	
	TAX	
ACCEPTANCE: This agreement is not valid unless accepted by authorized signor of Solutions YES, LLC. By signing this Contract, "Customer" acknowledges and agrees to the following terms: (1) this Contract is NON-CANCELABLE; (2) this Contract is the entire agreement between Customer and Solutions YES, LLC, as it pertains to the equipment and services described above; (3) to fully understand all terms and conditions as stated herein; (4) can be changed only by written agreement and must be signed by Customer and Solutions YES, LLC.	SUBTOTAL	\$ -
	LESS DEPOSIT	
	TOTAL	\$5,738.00 month

CUSTOMER ACCEPTANCE	TITLE	DATE
CUSTOMER - PRINT NAME		
SOLUTIONS YES, LLC. ACCEPTANCE	TITLE	DATE
SOLUTIONS YES, LLC.		



Letter of Lease Termination & Financial Responsibility

This letter is to confirm that Solutions YES will issue a check in the amount of \$42,625.00 to the North Wasco County School District NO. 21 for the 11 remaining payments of \$3,875.00 on your desktop copiers and printers.

It is your responsibility to make all remaining payments in accordance with this lease and to pay any applicable personal property tax due.

It is your responsibility to provide lease return instructions to Solutions YES.

Solutions YES will store your equipment in our warehouse upon your request. At lease term, Solutions YES will return the equipment to the leasing company's requested destination at no additional charge, making sure it is properly packaged to prevent shipping damage. Solutions YES will prepay freight.

It is your responsibility to provide the leasing company with a Letter of Intent to terminate your lease within the appropriate window of time. The Terms and Conditions section of the leasing company's original lease will indicate the time frame. Attached is a template for a lease termination letter that needs to be sent on your letterhead.

Solutions YES is in no way responsible for any further financial obligation to you.

Solutions YES
Representative: _____ Date: _____

Customer
Representative: _____ Date: _____

North Wasco County School District 21

2nd Reading/Adoption

Changes from 1st Reading are noted in **YELLOW** highlight.

Code: GCBDB/GDBDB
Adopted: 4/13/17; 3/21/24

Early Return to Work

Efforts will be made on a case-by-case basis to return ill or injured employees to work. ~~Returns~~ **The reinstatement** will be within the requirements of the injury, the limitations of the law and the limitations of the district.

In the event an employee is not able to perform essential job functions completely after an illness or injury, the district will determine whether reasonable accommodations are appropriate that would provide temporary light duty assignment, restructuring of **a position job** to include modified workdays, shift or part-time work, hours of work or modifications in facilities, equipment, special aids and services. Reasonable accommodations must not result in an undue hardship on the district.

If an employee cannot be reasonably accommodated in ~~his/her~~ **their** current **position job**, the district will review alternative assignments. The employee, if qualified, will be offered an available vacant position with or without reasonable accommodations. ~~If no other assignment is possible, the district will provide unpaid leave if recovery is ongoing, and sick leave is exhausted~~ **and no other assignment is possible, the district [will] may provide temporary unpaid leave as accommodation.** ~~Unpaid leave will be provided in accordance with state and federal Oregon law.~~

The district will maintain current job descriptions for each position. Physical requirements for appropriate job categories will be established.

The superintendent will develop **procedures** ~~administrative regulations~~ as necessary to implement this policy.

END OF POLICY

Legal Reference(s):

[ORS 659A.043](#)

[ORS 659A.046](#)

[OAR 436-110-0001 to -0900](#)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2006); 28 C.F.R. Part 35 (2006).
Americans with Disabilities Act Amendments Act of 2008.

Code: **IGAI**
Adopted: 6/15/17; 3/21/24

Human Sexuality, AIDS/HIV, Sexually Transmitted Diseases, Health Education**

The district shall provide an age appropriate, comprehensive plan of instruction focusing on human sexuality, HIV/AIDS and sexually transmitted infections and disease prevention in elementary and secondary schools as an integral part of health education and other subjects.

Course material and instruction for all human sexuality education courses that discuss human sexuality shall enhance a student's understanding of sexuality as a normal and healthy aspect of human development. *A part of the comprehensive plan of instruction shall provide age-appropriate child sexual abuse prevention instruction for students in kindergarten through grade 12. The district must provide a minimum of four instructional sessions annually; one instructional session is equal to one standard class period.* In addition, the HIV/AIDS and sexually transmitted infections and disease prevention education and the human sexuality education comprehensive plan shall provide adequate instruction at least annually, for all students in grade 6-8 and at least twice during grades 9-12.

Parents, teachers, school administrators, local health departments staff, other community representatives and persons from the medical community who are knowledgeable of the latest scientific information and effective education strategies shall develop the plan of instruction and align it with the Oregon Health Education Standards and Benchmarks.

The Board shall approve the plan of instruction and require that it be reviewed and updated biennially in accordance with new scientific information and effective educational strategies.

Parents of minor students shall be notified in advance of any human sexuality or AIDS/HIV instruction. Any parent may request that his/her child be excused from that portion of the instructional program under the procedures set forth in [Oregon Revised Statute ORS 336.035\(2\)](#).

The comprehensive plan of instruction shall include the following information that:

1. Promotes abstinence for school age youth and mutually monogamous relationships with an uninfected partner for adults;
2. Allays those fears concerning HIV that are scientifically groundless;
3. Is balanced and medically accurate;
4. Provides balanced, accurate information and skills-based instruction on risks and benefits of contraceptives, condoms and other disease reduction measures;

5. Discusses responsible sexual behaviors and hygienic practices which may reduce or eliminate unintended pregnancy, exposure to HIV, hepatitis B/C and other sexually transmitted infections and diseases;
6. Stresses the risks of behaviors such as the sharing of needles or syringes for injecting illegal drugs and controlled substances;
7. Discusses the characteristics of the emotional, physical and psychological aspects of a healthy relationship;
8. Discusses the benefits of delaying pregnancy beyond the adolescent years as a means to better ensure a healthy future for parents and their children. The student shall be provided with statistics based on the latest medical information regarding both the health benefits and the possible side effects of all forms of contraceptives including the success and failure rates for prevention of pregnancy, sexually transmitted infections and diseases;
9. Stresses that HIV/STDs and hepatitis B/C can be possible hazards of sexual contact;
10. Provides students with information about Oregon laws that address young people's rights and responsibilities relating to childbearing and parenting;
11. Advises students of consequences of having sexual relations with persons younger than 18 years of age to whom they are not married;
12. Encourages family communication and involvement and helps students learn to make responsible, respectful and healthy decisions;
13. Teaches that no form of sexual expression or behavior is acceptable when it physically or emotionally harms oneself or others and that it is wrong to take advantage of or exploit another person;
14. Teaches that consent is an essential component of healthy sexual behavior. Course material shall promote positive attitudes and behaviors related to healthy relationships and sexuality, and encourage active student bystander behavior;
15. Teaches students how to identify and respond to attitudes and behaviors which contribute to sexual violence;
16. Validates the importance of one's honesty, respect for each person's dignity and well-being, and responsibility for one's actions;
17. Uses inclusive materials and strategies that recognizes different sexual orientations, gender identities and gender expression;
18. Includes information about relevant community resources, how to access these resources, and the laws that protect the rights of minors to anonymously access these resources; [and](#)
19. [Is culturally inclusive.](#)

The comprehensive plan of instruction shall emphasize skills-based instruction that:

1. Assists students to develop and practice effective communication skills, development of self esteem and ability to resist peer pressure;
2. Provides students with the opportunity to learn about and personalize peer, media, technology and community influences that both positively and negatively impact their attitudes and decisions related to healthy sexuality, relationships and sexual behaviors, including decisions to abstain from sexual intercourse;
3. Enhances students' ability to access valid health information and resources related to their sexual health;
4. Teaches how to develop and communicate sexual and reproductive boundaries;
5. Is research based, evidence based or best practice; and
6. Aligns with the Oregon Health Education Content Standards and Benchmarks.

All sexuality education programs emphasize that abstinence from sexual intercourse, when practiced consistently and correctly, is the only 100 percent effective method against unintended pregnancy, sexually transmitted HIV and hepatitis B/C infection and other sexually transmitted infections and diseases.

Abstinence is to be stressed, but not to the exclusion of contraceptives and condoms for preventing unintended pregnancy, HIV infection, hepatitis B/C infection and other sexually transmitted infections and diseases. Such courses are to acknowledge the value of abstinence while not devaluing or ignoring those students who have had or are having sexual relationships. Further, sexuality education materials, including instructional strategies, and activities must not, in any way use shame or fear-based tactics.

Materials and information shall be presented in a manner sensitive to the fact that there are students who have experienced, perpetrated or witnessed sexual abuse and relationship violence.

The district's health and sexuality education will provide information on menstrual health and will be inclusive and affirming of transgender, non-binary, intersex, and two spirit/indigiqueer students; be positive and not fear- or shame-based; be age-appropriate; be medically-accurate; be culturally responsive; and be accessible for students with disabilities.

END OF POLICY

Legal Reference(s):

[ORS 336.035](#)
[ORS 336.107](#)
[ORS 336.455 to -336.475](#)

[ORS 339.370 to -339.400](#)
[OAR 581-022-0705](#)

[OAR 581-022-1440](#)
[OAR 581-022-1910](#)

North Wasco County School District 21

Code: **JHC**
Adopted: 3/02/17
Revised/Readopted: 8/24/17; 3/21/24

Student Health Services and Requirements

Although the district's primary responsibility is to educate students, the students' health and general welfare is also an **important** ~~major~~ Board **responsibility** ~~concern~~. The Board believes school programs should be conducted in a manner that protects and enhances student and employee health and is consistent with good health practices.

The district shall staff nursing services appropriate for students with medical needs and prevention-oriented health services per applicable requirements of Oregon Revised Statutes (ORS) 336.201 and Oregon Administrative Rule (OAR) 581-022-2220.

The district shall provide:

1. One registered nurse or school nurse for every 125 medically fragile students;
2. One registered nurse or school nurse or one licensed practical nurse under the supervision of a registered nurse or school nurse for each nursing-dependent student; and
3. One registered nurse or school nurse for every 225 medically complex students.

The district may use the most cost effective means available to meet the above requirements.

The nurse(s) employed by the district shall be licensed to practice as a registered nurse or nurse practitioner in Oregon and will function as an integral member of the instructional staff, serving as a resource person to teachers in securing appropriate information and materials on health-related topics.

Any nurse(s) providing services on behalf of the district shall follow all applicable requirements of ORS Chapter 678 and OAR Chapter 851. This includes, but is not limited to, delegation in accordance with OAR 851-047, which includes performing a nursing assessment of the patient prior to delegation, providing adequate supervision during the delegation, and evaluating the skills, ability and willingness of the delegee.¹

The district shall maintain a prevention-oriented health services program which provides:

1. Pertinent health information on the students, as required by Oregon statutes or rules;
2. Health appraisal to include screening for possible vision or hearing problems ~~and also~~ scoliosis;
3. Health counseling for students and parents, when appropriate;

¹ For additional delegation requirements, see OAR [851-047-0030](#).

4. Health care and first-aid assistance that are appropriately supervised and isolates the sick or injured child from the student body;
5. Control and prevention of communicable diseases as required by [Oregon Health Authority, Public Health Division](#) ~~Oregon Department of Human Services, Health Services,~~ and the county health department;
6. Assistance for students in taking prescription and/or nonprescription medication according to established district procedures;
7. Services for students who are medically fragile or have special health care needs;
8. Integration of school health services with school health education programs.

The Board directs its district health staff to coordinate with health personnel from other public agencies in matters pertaining to health instruction or the general health of students and employees.

In accordance with the requirements of [federal law the Every Student Succeeds Act of 2015 \(ESSA\)](#), the district recognizes its responsibility to notify parents in advance of any nonemergency, invasive physical examination² or screening that is required as condition of attendance; administered and scheduled by the school in advance; and not necessary to protect the immediate health and safety of the student, or of other students. Notification will be provided at least annually at the beginning of the school year or when enrolling students for the first time in school and will include the specific or approximate dates during the school year when such activities are scheduled or expected to be scheduled.

Procedures shall be developed and implemented to carry out this policy. All district employees will be apprised of their responsibilities in this area. Parents shall have the opportunity to request their students be exempt from participation in scoliosis, vision or hearing screening. The district will abide by those requests.

END OF POLICY

Legal Reference(s):

[ORS 329.025](#)

[ORS 336.201](#)

[OAR 581-022-2225](#)

[ORS 336.211](#)

[OAR 581-022-2220](#)

[OAR 581-022-2050](#)

Protection of Pupil Rights, 20 U.S.C. § 1232h (2018); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2022).

Every Student Succeeds Act, 20 U.S.C. § 7928 (2018).

Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (2018).

²The term “invasive physical examination” as defined by law, means any medical examination that involves the exposure of private body parts, or any act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision or scoliosis screening. The term does not include any physical examination or screening that is permitted or required by state law, including physical examinations or screenings that are permitted without parental notification.

North Wasco County School District 21

Code: **CB**
Adopted: 12/17/2015; 3/21/24

Superintendent

The superintendent ¹ is the district's chief executive officer. ~~and has,~~ Under the Board's direction, **the superintendent exercises** general supervision of all district schools, personnel and departments. The superintendent is responsible for managing the schools under the Board's policies and is accountable to the Board for that management. **The Board may not direct the superintendent to take any action that conflicts with a local, state or federal law² that applies to school districts³.**

The superintendent may delegate to other district personnel any powers and duties imposed upon the superintendent by Board policies or by vote of the Board. Delegation of power or duty, however, will not relieve the superintendent of responsibility for action taken under such delegation.

END OF POLICY

Legal Reference(s):

[ORS 332.505](#)
[ORS 332.515](#)

[OAR 584-005-0005\(51\)](#)
[OAR 581-022-1720](#)

[Senate Bill 1521 \(2022\)](#)

¹ The term "superintendent" includes an interim superintendent.

² "Local, state or federal law" means a local, state or federal directive having the force of law, including an ordinance, a city or county resolution, a statute, a court decision, an administrative rule or regulation, an order issued in compliance with ORS Chapter 183, an executive order or any other directive, declaration or statement that is issued in compliance with the law as having the force of law and that is issued by a local government as defined in ORS 174.116, the state government as defined in ORS 174.111 or the federal government.

³ Also includes taking any action that conflicts with law that applies to education service districts.

North Wasco County School District 21

Code: DBEA
Adopted: 5/19/16; 3/21/24

Budget Committee

Organization, Membership and Terms of Office

The district budget committee will consist of seven members of the Board and seven electors appointed by the Board as required by law. Terms of the appointed members of a budget committee in a district that prepares an annual budget, will each be three years each, with appointments made so that, as nearly as practicable, the terms of one-third of the members expire end each year. Appointive members of a budget committee in a district that prepares a biennial budget shall be appointed to four-year terms. The terms shall be staggered so that as near as practicable, one-fourth of the terms of the appointive members end each year. **At least one member of the budget committee must be a member of the district’s educational equity advisory committee.**¹ The Board will establish appropriate timelines and procedures for the appointment of budget committee members.

A majority of the constituted committee is required for passing an action item. Majority for a 14 member budget committee is 8. Therefore, if only 8 members are present, a unanimous vote is needed for passing an action item.

Presiding Officer and Orientation of Budget Committee

1. Organization: The budget committee will hold its first regular organizational meeting on a day set by the Board. A presiding officer shall be elected from among its members at this meeting. Such meeting may be prior to or on the date the budget message and document are presented.
2. Background Information: Budget committee members will be provided with data for the ensuing year(s), such as the Board’s educational plan, and other pertinent material bearing on the preparation of the district budget.

Meetings of the Budget Committee

The district’s budget committee shall hold one or more meetings to receive the budget message, the budget document and to provide members of the public with an opportunity to ask questions about and comment on the budget document. The budget officer shall announce the time and place for all meetings, as provided by law. All meetings of the budget committee are open to the public.

¹ Districts with ADM over 10,000 must convene an educational equity advisory committee no later than September 15, 2022. Districts with ADM of 10,000 or under are not required to convene an educational equity advisory committee until September 15, 2025.

Function of the Budget Committee

It is the function of the budget committee to approve budget estimates for an educational plan previously determined by the Board. No new program should be considered for the budget estimate that has not previously been submitted to the Board and approved as part of the educational plan. The budget committee will determine levels of spending, but will not determine programs.

Final Action

The budget committee will approve an estimated [district](#) budget document for submission to the Board.

END OF POLICY

Legal Reference(s):

[ORS 329.711](#)
[ORS 192.610 - 192.710](#)

[ORS 174.130](#)
[ORS 294.305 - 294.565](#)

ORS 433.835 to 433.875

North Wasco County School District 21

Code: CPA
Adopted: 2/11/04
Revised/Readopted: 12/17/15; 3/21/24

Layoff and Recall for Administrators Administrative Personnel

This policy is applicable to all licensed administrators below the rank of assistant superintendent **who are not considered teachers under ORS 342.934.**¹

The Board retains the right to determine when a layoff is necessary. Layoffs shall be by position. A reduction in hours does not constitute a layoff.

The factors considered in the layoff process will be license, seniority, qualifications, merit and/or competence. ~~Competence includes recent experience, additional training and educational attainments. Merit includes the measurement of one administrator's ability and effectiveness against the ability and effectiveness of another administrator.~~

The Board **desires/expects administration to** will retain, consistent with state and federal law, the most capable and productive of the licensed and qualified employees needed to carry out the approved programs of the district's schools.

Prior to initial development of a recall procedure for administrators, the Board will consult with the employees or a designated representative of the employees covered by this policy,

The district will develop administrative regulations ~~shall be developed~~ to implement this policy.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

[ORS 342.934](#)

¹ Prior to laying off any administrators, the district will work with legal counsel to determine if the cultural or linguistic expertise criteria apply to any impacted employees.

North Wasco County School District 21

Code: GCBDA/ GDBDA-AR(1)
Adopted: 9/14/00
Revised/Reviewed: 3/31/04; 10/09/08; 10/24/13;
12/17/15; 7/06/17; 2/24/22;
12/14/23; **3/21/24**
Orig. Code: GCBDA/GDBDA-AR

Family Leave

Employee Eligibility

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

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

Generally, in order for an employee to be eligible for the benefits under OFLA, the employee must work an average of 25 hours or more per week during the 180 calendar days immediately prior to the first day of the start of the requested leave.¹ For parental leave purposes, an employee becomes eligible upon completing at least 180 days immediately preceding the date on which the parental leave begins: there is no minimum average number of hours worked per week.

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

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

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

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

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

- b. Returns to work at the end of the temporary cessation of scheduled hours of 180 days or less.

Any OFLA leave taken by the employee within any one-year period continues to count against the length of time of OFLA leave the employee is entitled. The amount of time that an employee is deemed to have worked for the district prior to a break in service due to a separation from employment or a temporary cessation of scheduled hours shall be restored to the employee when the employee is reemployed by the district within 180 days of separation from employment or when the employee returns to work at the end of the temporary cessation of scheduled hours of 180 days or less.

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

1. An employee taking, in any order, some or all of 12 weeks of OFLA pregnancy disability leave and some of all of 12 weeks of OFLA leave for any other purpose, need not requalify leave in the same leave year;
2. An employee who has taken 12 weeks of parental leave need not requalify to take an additional 12 weeks in the same leave year for sick child leave;
3. An employee granted leave for a serious health condition for the employee or a family member need not requalify if additional leave is taken in this leave year for the same reason.
4. An employee unable to work because of a disabling compensable injury² need not requalify in order to use OFLA leave following a period the employee is off work due to the compensable injury; and
5. An employee who has taken serious health condition leave to care for a family member who dies during the employee's serious health condition need not requalify to take leave for the death of that family member.

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

In determining if an employee has been employed for the preceding 180 calendar days, the district must consider days paid or unpaid, an employee is maintained on payroll. Full-time public school teachers who have been maintained on payroll by a district for 180 consecutive calendar days are thereafter deemed to have been employed for an average of at least 25 hours per week during the 180 days immediately preceding the start date of the OFLA leave.

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

² As defined in ORS 656.005.

Qualifying Reason

Eligible employees may access FMLA leave for the following reasons:

1. Serious health condition of the employee or the employee's covered family member. Serious health condition means an illness, injury, impairment or physical or mental condition that involves inpatient care³ or continuing treatment by a health care provider⁴.
2. Parental leave⁵ (separate from eligible leave as a result of a child's serious health condition):
 - a. Bonding with and the care for the employee's newborn (within 12 months following birth);
 - b. Bonding with and the care for a newly adopted or newly placed child in foster care under the age of 18 (within 12 months of placement);
 - c. Care for a newly adopted or newly placed child in foster care over 18 years of age who is incapable of self-care because of a physical or mental impairment (within 12 months of placement);
 - d. Time to effectuate the legal process required for placement of a child in foster care or the adoption of a child.
3. Military Caregiver Leave: leave for the care for spouse, child or next-of-kin who is a covered servicemember with a serious injury or illness;
4. Qualifying Exigency Leave: leave arising out of the foreign deployment of the employee's spouse, child or parent.

Eligible employees may access OFLA for the following reasons:

1. Serious health condition of the employee or the employee's covered family member. Serious health conditions means:
 - a. An illness, injury, impairment or physical or mental condition that requires inpatient care in a hospital, hospice or residential medical care facility;
 - b. An illness, disease or condition that in the medical judgement of the treating health care provider poses an imminent danger of death, is terminal in prognosis with a reasonable possibility of death in the near future, or requires constant care;
 - c. Any period of disability due to pregnancy, or period of absence for prenatal care; or
 - d. Any period of absence for the donation of a body part, organ or tissue, including preoperative or diagnostic services, surgery, post-operative treatment and recovery.⁶

³ Inpatient care means an overnight stay in a hospital, hospice, or residential medical facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care. 29 CFR 825.114.

⁴ Continuing treatment includes incapacity and treatment, pregnancy or prenatal care, chronic conditions, permanent or long-term conditions, conditions requiring multiple treatments, and absences attributable to incapacity. See 29 CFR 815.115.

⁵ Parental leave must be taken in one continuous block of time within 12 months of the triggering event.

⁶ This definition is from ORS 659A.150(7). A more detailed definition is available in OAR 839-009-0210(22).

2. Parental leave (separate from eligible leave as a result of the child’s serious health condition):
 - a. Bonding with and the care for the employee’s newborn (within 12 months following birth);
 - b. Bonding with and the care for a newly adopted child or newly placed child in foster care under the age of 18 (within 12 months of placement);
 - c. Care for a newly adopted child or newly placed child in foster care over 18 years of age who is incapable of self-care because of a physical or mental impairment (within 12 months of placement);
 - d. Time to effectuate the legal process required for placement of a child in foster care or the adoption of a child.
3. Sick Child Leave: leave for non-serious health conditions of the employee’s child. For OFLA, sick child leave includes absence to care for an employee’s child whose school or child care provider has been closed⁷ in conjunction with a statewide public health emergency declared by a public health official.⁸
4. Bereavement Leave: leave related to the death of a covered family member.⁹
5. Eligible employees may access OMFLA for the purpose of spending time with a spouse or domestic partner who is in the military and has been notified of an impending call or order to active duty, or who has been deployed during a period of military conflict.
6. The eligibility of an employee who takes multiple leaves for different qualified reasons during the same leave year may be reconfirmed at the start of each qualified leave requested.

Definitions

1. Family member:
 - a. For the purposes of FMLA, “family member” means:
 - (1) Spouse¹⁰;
 - (2) Parent;
 - (3) Child; or

⁷.”Closure” for the purpose of sick child leave during a statewide public health emergency declared by a public health official means a closure that is ongoing, intermittent, or recurring and restricts physical access to the child’s school or child care provider. OAR 839-009-0210(4).

⁴ The district may request verification of the need for sick child leave due to a closure during a statewide emergency. Verification may include:

1. The name of the child being cared for;
2. The name of the school or child care provider that has closed or become unavailable; and
3. A statement from the employee that no other family member of the child is willing and able to care for the child.

With the care of a child older than 14, a statement that special circumstances exist requiring the employee to provide care to the child during daylight hours.

⁹ Bereavement leave under OFLA must be completed within 60 days of when the employee received notice of the death.

¹⁰ “Spouse” means individuals in a marriage, including “common law” marriage and same-sex marriage. For OFLA, spouse also includes same-sex individuals with a Certificate of Registered Domestic Partnership.

(4) Persons who are “in loco parentis”.

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

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

2. Child:

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

3. In loco parentis:

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

4. Next of kin:

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

- a. Blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions;
- b. Siblings;
- c. Grandparents;
- d. Siblings of parents and their spouses; and
- e. First cousins.

5. Covered servicemembers:

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

6. Covered veteran:

For the purposes of FMLA, “covered veteran” means an individual who was: A member of the Armed Forces (including a member of the National Guard or Reserves);

- a. Discharged or released under conditions other than dishonorable; and
- b. Discharged within the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

7. Public health emergency:

For OFLA a public health emergency means;

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

Leave Period

For the purposes of calculating an employee’s leave period, the district will use **the 12-month period measured forward from the date any employee’s first FMLA leave begins** ~~any fixed 12-month “leave year”~~². The same method for calculating the one-year period for FMLA and OFLA leave entitlement shall be used for all employees. However, in all instances, the leave period for the purposes of OMFLA and Military Caregiver Leave under FMLA shall be dependent on the start of any such leave regardless of the district’s designated leave period described above.

Leave Duration

For the purposes of FMLA, an eligible employee is generally entitled to a total of 12 weeks of qualified leave during the district’s designated leave period¹¹. Spouses who work for the district may be limited to a combined 12 weeks of FMLA leave during the district’s designated leave period when the purpose of the leave is for the birth of a child or to care for a child after birth, placement of an adopted or child in foster care, the care for an adopted child or child in foster care after placement, or to care for the employee’s parent’s serious medical condition. Except in specific and unique instances, all qualified leave under FMLA counts toward an employee’s leave entitlement within the district’s designated leave period.

¹¹ An eligible employee taking Military Caregiver Leave under FMLA is entitled to up to 26 weeks of leave in the 12-month period beginning with the first day of such leave and regardless of any FMLA leave taken previously during the district’s leave period. However, once the 12-month period begins for the purposes of Military Caregiver Leave under FMLA, any subsequent FMLA qualified leave, regardless of reason for such leave, will count toward the employee’s 26-week entitlement under Military Caregiver Leave under FMLA

For the purposes of OFLA, an eligible employee is generally entitled to a total of 12 weeks of qualified leave during the designated leave period. However, an employee may be entitled to an additional, full 12 weeks of parental leave during the designated leave period following the birth of a child regardless of how much OFLA qualified leave the employee has taken prior to the birth of such child during the designated leave period. Likewise, an employee who uses the full 12 weeks of parental leave during the designated leave period, will be entitled to an additional 12 weeks of sick child leave under OFLA. Unlike FMLA, OFLA does not combine the leave entitlement for spouses working for the district. However, under OFLA, family members who work for the district may be restricted from taking concurrent OFLA qualified leave.¹²

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

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

For the purpose of tracking the number of leave hours an eligible employee is entitled and/or has used during each week of the employee's leave, leave entitlement is calculated by multiplying the number of hours the eligible employee normally works per week by 12.¹³ If an employee's schedule varies from week-to-week, a weekly average of the hours worked over the 12 months worked prior to the beginning of the leave period shall be used for calculating the employee's normal workweek¹⁴. If an employee takes intermittent or reduced work schedule leave, only the actual number of hours of leave taken may be counted toward the 12 weeks of leave to which the employee is entitled.

Intermittent Leave

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

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

¹² Exceptions to the ability to require family members from taking OFLA qualified leave at different times are when 1) employee is caring for the other employee who has a serious medical condition; 2) one employee is caring for a child with a serious medical condition when the other employee is suffering a serious medical condition; 3) each family member is suffering a serious medical condition; 4) each family member wants to take Bereavement Leave under OFLA; and 5) the employer allows the family members to take concurrent leave.

¹³ For example, an employee normally employed to work 30 hours per week is entitled to 12 times 30 hours, or a total of 360 hours of leave.

¹⁴ For example, an employee working an average of 25 hours per week is entitled to 12 times 25 hours, or a total of 300 hours of leave.

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

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

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

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

Alternate Work Assignment

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

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

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

1. The employee accepts the transfer position voluntarily and without coercion;
2. The transfer is temporary, lasts no longer than necessary to accommodate the leave and has equivalent pay and benefits;
3. The transfer is compliant with any applicable collective bargaining agreements;
4. The transfer is compliant with state and federal law, including but not limited to the protections provided for in FMLA and/or OFLA;
5. The transfer to an alternate position is used only when there is no other reasonable option available that would allow the employee to use intermittent leave or reduced work schedule; and

6. The transfer is not used to discourage the employee from taking intermittent or reduced work schedule leave, or to create a hardship for the employee.

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

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

Special Rules for School Employees

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

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

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

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

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

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

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

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

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

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

Paid/Unpaid Leave

FMLA and OFLA do not require the district to pay an eligible employee who is on a qualified leave. Paid Family Medical Leave Insurance (PMFLI) leave taken via Paid Leave Oregon or an equivalent plan will run concurrently with OFLA and FMLA when taken for the same purpose. Subject to any related provisions in any applicable collective bargaining agreement, the district requires the eligible employee to use any available accrued sick leave, vacation or personal leave days (or other available paid time established by Board policy(ies) and/or collective bargaining agreement) in the order specified by the district and before taking FMLA and/or OFLA leave without pay during the leave period. This includes when an employee is being paid through PMFLI. The district will notify the eligible employee that the requested leave has been designated as FMLA and/or OFLA leave and ask the employee about the use of available accrued paid leave.

Eligible employees who request OMFLA leave shall not be required to use any available accrued paid time off during the OMFLA leave period.

Benefits and Insurance

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

During an OFLA qualified leave an eligible employee does not accrue seniority or other benefits that would have accrued while the employee was working, unless the terms of a collective bargaining agreement, other agreement or other employer's policy provide otherwise.¹⁵ The eligible employee is also subject to layoff to the same extent similarly situated employees not taking OFLA leave are subject unless the terms of an applicable collective bargaining agreement, other agreement or the district's policies provide otherwise.

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

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

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

Fitness-for-Duty Certification

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

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

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

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

¹⁵ See also ORS 342.934(4)(d) in reduction force situations

Application

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

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

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

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

When an employee fails to give advance notice for both the FMLA and OFLA above, the district must choose the remedy that is most advantageous to the employee.

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

Medical Certification

The district shall require an eligible employee to provide medical documentation, when appropriate, to support the stated reason for such leave. The district will provide written notification to an employee of this requirement within five working days of the employee's request for leave. If the employee provides less than 30 days' notice, the employee is required to submit such medical certification no later than 15 calendar days after receipt of the district's notification that medical certification is required.

Any additional certifications, including second and third opinions, will be in accordance with applicable law.

Posted Notice

The district will post the Bureau of Labor and Industries Family Leave notice in each building or worksite that is accessible to and regularly frequented by employees.¹⁶ The district will also post a notice explaining the provisions of FMLA and providing information concerning the procedures for filing complaints.¹⁷

Record Keeping

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

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

Federal vs. State Law

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

¹⁶ https://www.oregon.gov/boli/employers/Documents/BOLI_Printable_FamilyMedLv.pdf; electronic posting is not sufficient to satisfy this requirement, but may be used to supplement the physical posting.

¹⁷ <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/fmlaen.pdf>; electronic posting is sufficient as long as it is posted prominently where it can be readily seen by employees and applicants for employees. The poster and the text must be large enough to be easily read and contain fully legible text.