



PHOENIX-TALENT SCHOOLS

EXCELLENCE *for* EVERYONE

Board Meeting - 6:00 PM

Thursday, December 7, 2023

In-Person at Talent Elementary School

<https://us02web.zoom.us/j/83546937773?pwd=bjJhSFZXMjM0RlVqR2pocE9lYTVtQT09>

Password: 223995

Agenda Español

Minutas Español

AGENDA

- A. **Call to Order - 6:00 p.m.**
 - 1. **PUBLIC MEETING - Annual Student Investment Account (SIA) 22-23 Year-End Report and Grant Agreement/Longitudinal Performance Growth Targets (LPGT's)**
 - 2. **General Session**
- B. **Accentuate the Positive**
- C. **Citizen Comments**
- D. **Student Representative Report**
- E. **Superintendent Report**
- F. **Program Report - Strategic Planning Update**
- G. **Consent Agenda**
 - 1. Approval of Agenda
 - 2. Approval of Minutes from 11/02/23, 11/13/23 & 11/16/23 (JAB Session)
 - 3. Personnel Report
- H. **Action Items**
 - 1. **Board Policy BD/BDA – Board Meetings/Regular Board Meetings**
 - 2. **Board Policy BDC – Executive Sessions**
 - 3. **Annual Student Investment Account (SIA) 22-23 Year-End Report and 23-24 Grant Agreement/ Longitudinal Performance Growth Targets (LPGT's)**
- I. **Recess**
- J. **Information and Discussion**
 - 1. **Facilities/Bond Update**
 - 2. **Financial Update**
 - 3. **Legislative / OSBA Update**
 - 4. **Equity, Diversity, & Inclusion Update**
 - 5. **Early Literacy Grant**
 - 6. **Superintendent Goals Update**
 - 7. **Board Policy GCBDA/GDBDA - Family Medical Leave**
 - 8. **Board Policy GCBDA/GDBDA-AR(1) – Family Leave**
- K. **Review of the Next Meeting Agenda**

L. **Adjournment**

Phoenix-Talent School District #4 is an Equal Opportunity Employer and, in accordance with Federal and State Legislation, does not discriminate on the basis of race, sex, religion, age, national origin, or marital status, physical or mental disability in employment practices or education programs. **If you need special accommodations for language interpretation or because of a disability**, please contact the District Office Executive Assistant two days prior to meeting at 541-535-1511 Voice/TD.



Phoenix-Talent Schools 2021-2022 Annual Report Student Investment Account

Escuelas Phoenix-Talent Informe anual 2022-2023 Student Investment Account

The Oregon Legislature passed the Student Success Act in 2019 including the Student Investment Account for K-12 students. The Student Investment Account is a grant available to all Oregon school districts and eligible charter schools established for two purposes: (1) meeting students' mental or behavioral health needs and (2) improving academic outcomes and reducing academic disparities for students of color, students who are tribal citizens, students with disabilities, emerging bilingual students, and students navigating homelessness, and foster care. The Student Investment Account grants give districts wide latitude in determining through the engagement process how best to use the allocated funds to improve outcomes for students as long as the use falls within one of four allowable categories: (1) increased instructional time, (2) improving student health and safety, (3) reducing class size, and (4) well rounded education.

The [attached spending report](#) shows how Phoenix-Talent Schools utilized the Student Investment Account grant during the 2022-2023 school year. The report also includes questions from the Oregon Department of Education and our school district's answers.

La Legislatura de Oregon aprobó la Ley de Éxito Estudiantil en 2019, incluida la Cuenta de Inversión Estudiantil para estudiantes K-12. La Cuenta de Inversión Estudiantil es una subvención disponible para todos los distritos escolares de Oregon y las escuelas autónomas elegibles establecidas con dos propósitos: (1) satisfacer las necesidades de salud mental o conductual de los estudiantes y (2) mejorar los resultados académicos y reducir las disparidades académicas para los estudiantes de color, estudiantes que son ciudadanos tribales, estudiantes con discapacidades, estudiantes bilingües emergentes y

estudiantes que navegan por la falta de vivienda y el cuidado de crianza. Las subvenciones de la Cuenta de Inversión Estudiantil dan a los distritos una amplia libertad pEspañolsp=sharingara determinar a través del proceso de participación la mejor manera de usar los fondos asignados para mejorar los resultados para los estudiantes, siempre que el uso se encuentre dentro de una de las cuatro categorías permitidas: (1) aumento del tiempo de instrucción, (2) mejorar la salud y seguridad de los estudiantes, (3) reducir el tamaño de las clases y (4) una educación integral. El informe de gastos adjunto muestra cómo las escuelas Phoenix-Talent utilizaron la subvención de la Cuenta de inversión estudiantil durante el año escolar 2021-2022. El informe también incluye preguntas del Departamento de Educación de Oregon y las respuestas de nuestro distrito escolar.

[SIA Annual Financial Report \(Click Here\)](#)

[En Español](#)

What changes in behavior, actions, policies or practices have you observed related to SIA implementation during the 2022-23 school year? How do you see these changes contributing to the goals and outcomes in your SIA plan?

We revised activities on our plan in order to build a new space for a La Clinica Health Center on our high school campus. We remodeled a classroom and were able to open the clinic before school started. It is staffed with a nurse and two Mental Health Therapists. The need for mental health support in our district was desperate following the Alameda Fire and continued throughout last year. The therapists have full caseloads of 26 students each. The new clinic is much more private, and is situated in a more secluded spot with a separate entrance for families if their child needs them to come in. This change to our activities has ensured we are having an impact in our outcome of students and their families receive needed mental and behavioral health support by qualified, trained staff and through community partnerships.

Our SIA Committee continues to stay strong and viable with community members, representatives from SOU, students and families, and staff. Positions on the committee are easy to fill because members feel empowered and see the impact of the SIA activities. Our engagement activities also continue to stay strong; we do them every year. This includes listening sessions, surveys, interviews, etc. It has become our culture; it is how we do business. The SIA Committee has become systematized with definite inclusive structures in place.

Another SIA outcome from our plan we have seen an impact on is our ability to create more culturally relevant and authentic learning opportunities outside the typical school day/year. We had a huge shift in the culture of performing arts in our district because of adding music and band. We have a K-12 approach with some of the money spent on instruments; our bands are a big deal. There is only one parade in our city, and it is our High School Homecoming Parade where every school participates with floats and of course, a marching band. We even have some music-based groups that work with our focal students, such as students with disabilities, students of color, neurodivergent club. This provides all students equal access to the Arts. Between the musical events and the High School Theater productions, the whole community participates; that engagement piece is also part of the culture of our district.

What barriers or challenges to SIA implementation have you experienced that are helpful for your community and/or state leaders to be aware of? What adjustments, if any, did you make to your SIA plan as a result of these challenges?

We cannot reiterate loudly enough to our state leaders our appreciation for the SIA funding and the ADM security supported by the legislature for districts in the state effected by the wildfires. It came at a time of our highest need, particularly for the

mental health support of our students following the Alameda Fire. The funding is keeping us steady. With the ADM security ending next year and a drop in enrollment of approximately 350 students, we will certainly face more challenges regarding funding issues and are working strategically to plan for these budgetary challenges. One way we are being proactive in preparing for a reduction in our budget is through the implementation model we have with La Clinica. We structured the funding where we paid for La Clinica's first two years and then the clinics will be self-sustaining. They will be able to run without district funding which will allow us to provide the same level of service to our community.

Including a Charter School can be challenging. Their priorities are somewhat different. They respond to their own Governing Board and then must also respond to our School Board. The Charter School does not have the same instructional hours as the rest of the district. Helping them implement new legislative requirements, such as SB 819, puts a draw on the district.

Another challenge we continue to face has been finding people to staff positions who have the right qualifications. The shortages have impacted the district in several ways such as our need for a Speech and Language Pathologist. We ended up with two SLP assistants instead.

SIA implementation includes ongoing engagement with all students, focal students, families, staff, and community partners. How have relationships with or between those groups changed and/or been maintained throughout this academic year? Consider the Community Engagement Toolkit (see link below) and where your efforts might land on the spectrum as you complete your response.

Our district places a high value on family engagement. We strive to include in our engagement process new families and new staff members and deepen our collaboration with community partners. La Clinica is a prime example of this with our new School-Based Health Center which is extremely popular with the community.

The SIA Committee is stronger than ever; the more we learn, the better we do. We keep trying new techniques to involve families as partners and are very intentional in seeking out families who have traditionally gone unheard. Inviting families to listening sessions around school data was one of our strategies. Another shift in family engagement is intentionally focusing on capacity-building where family engagement is an instructional strategy. Family events are structured around building an academic partnership with our families, and these new activities have been well received. We know we want to improve our system of 2-way communication with parents, particularly at the middle

and high schools. We want our families to work together as teams moving through the K-12 system with everybody informed and all voices are heard.

As you think about what guided your choices and prioritization efforts in this year of SIA implementation, what stands out? How will what you've learned this year impact future SIA implementation efforts?

The feedback gathered through surveys, listening sessions, focus groups, and empathy interviews really drove our prioritization efforts. One of our biggest priorities was mental health and we have seen the positive impact of that investment of our SIA funds in all schools. An expansion of services was asked for by the community and our SIA Committee answered that request by starting La Clinica health services at the high school in addition to the other school-based clinics already in place. The need for remodeling a classroom into a more private health center quickly became apparent, so that was another improvement. It continues to be one of our priorities that we want to sustain.

A lot of families have told us the music program should also continue to be a priority. There has been a great deal of community pride around this with many performances bringing everyone together in celebration.

We did not hire as many Instructional Assistants as we intended due to a drop in enrollment. With the rebuilding of the community, predicting enrollment can be challenging. Too many families still have nowhere to live.

Because some of our federal funding is going away, we really need to look at data moving forward to determine what has been the most impactful and make some hard budgeting choices.

Overwhelmingly, all staff, students, and families communicated that the priorities being implemented are still the priorities of the community moving forward. That is reflected in the development of our Integrated Programs Plan.



Activities and Budget 22-23 - Phoenix-Talent SD 4

Activity Number	Activity	2022-23 (Y2) Budgeted Cost	Total Spent 2022-23	Allowable Use Category	Object Code	FTE	FTE Type	Partnership	Q2 Progress Notes (7/1/22-12/31/22)	Q2 Progress Rating (7/1/22-12/31/22)	Q2 Amount Spent (7/1/22-12/31/22)	Q3 Progress Notes (1/1/23-3/31/23)	Q3 Progress Rating (1/1/23-3/31/23)	Q3 Amount Spent (1/1/23-3/31/23)	Q4 Progress Notes (4/1/23-9/30/23)	Q4 Progress Rating (4/1/23-9/30/23)	Q4 Amount Spent (4/1/23-9/30/23)	Unspent Funds 2022-23	
Total		\$1,982,333.35	\$1,982,333.35								\$473,362.07			\$541,664.38			\$967,306.90	\$0.00	
2	Hire 16 additional Instructional Assistants for all Kindergarten classrooms and 1 Instructional Assistant grade level 1 & 2 at each elementary building	\$650,000.00	\$572,759.05	RCS	112	13.25	Literacy: Teacher/Coach/Assistant/TOSA		Staff hired	●	\$175,151.00	In place	●	\$162,535.34			\$235,072.71		
3	Contract with La Clinica to provide School Based Health services at Phoenix High School	\$200,000.00	\$105,036.00	H&S	31x				In place and looking to expand services with a federal mental health grant	●		In place	●	\$52,518.00			\$52,518.00		
4	Contract with SOESD for funding ASL counselor for students with hearing impairments	\$7,200.00	\$5,197.67	H&S	31x				In place but paid for with available Choice & Equity funds	●		In place, but purchased through Choice and Equity funds	●				\$5,197.67		
5	Contract with Talent Police Department for School Resource Officer	\$40,000.00	\$33,686.05	H&S	31x				In place	●	\$3,532.88	In place	●	\$18,559.00			\$11,594.17		
6	Hire Phoenix Talent Rising Academy Teachers	\$170,000.00	\$154,779.53	RCS	111	1.6	General Education		In place	●	\$42,839.22	In place	●	\$42,026.42			\$69,913.89		
7	Hire Phoenix Talent Rising Academy Instructional Aide	\$70,000.00	\$57,719.20	RCS	112	1	Literacy:		In place	●	\$17,349.34	In place	●	\$17,355.01			\$23,014.85		
8	Hire SLP for inclusion, assessment, and class size reduction	\$0.00	\$0.00	RCS					In place, but currently using ESSER funds as SLP is	●		In place, but currently using ESSER funds as SLP is serving as a	●				\$0.00		
9	Hire bilingual instructional aides at Talent Middle School	\$86,000.00	\$84,550.03	OCG	112	1.75	Dual Language:		Staff hired	●	\$23,617.00	In place	●	\$21,895.56			\$39,037.47		
10	Administrative	\$85,584.00	\$0.00	ADMIN	ADMIN	0				●		Adjusting amounts	●				\$0.00		
11	Music teachers (1 middle school, 2 elementary, band aide)	\$340,000.00	\$330,597.86	WRE	111	3.875	Music/Band/Choir:		In place	●	\$84,454.68	In place	●	\$95,665.10			\$150,478.08		
12	Extended Learning - PHS Morning Class (Stipend)	\$0.00	\$0.00	IIT	13x				DEI co-facilitators resigned from position, but we have an Just started class for second semester	●		DEI co-facilitators resigned from position, but we Started second semester	●				\$0.00		
13	Pay time for employees to attend SOESD Equity Course	\$7,500.00	\$0.00	WRE	13x				To occur	●			●				\$0.00		
14	Stipends for affinity club advisors	\$38,194.00	\$12,703.02	WRE	13x				In place with more clubs being offered second semester	●	\$918.98	In place	●	\$6,383.66			\$5,400.38		
15	Culturally-relevant curriculum and materials	\$0.00	\$343.27	WRE	4xx				In place with more clubs being offered second semester	●		More materials to be purchased this summer (in	●	\$343.27			\$0.00		
16	Materials for affinity clubs (15 clubs) (Strategy #5)	\$7,500.00	\$1,924.53	WRE	4xx				In place with more clubs being offered second semester	●		In place	●	\$353.00			\$1,571.53		
17	Engagement Sessions Supplies (Strategy #5)	\$500.00	\$186.15	OCG	4xx				Occuring now	●		In place - still spending	●	\$186.15			\$0.00		
18	PTRA Administrator 0.4 FTE	\$67,500.00	\$60,144.62	RCS	113	0.4	Other		In place	●	\$18,078.32	In place	●	\$17,380.47			\$24,685.83		
19	Hire School Psychologist	\$92,000.00	\$92,266.70	H&S	111	1	Qualified Mental		In place	●	\$24,992.41	In place	●	\$24,166.07			\$43,108.22		
20	Listening Sessions Supplies	\$2,000.00	\$386.55	OCG	4xx				Occuring currently	●		Three sessions occurred (two more scheduled)	●				\$386.55		
21	SEE-KS Training (Universal Design for Learning)	\$20,000.00	\$21,718.71	H&S	31x				Occured with ongoing coaching	●		Occured - still subs for on-site coaching	●	\$19,093.14			\$2,625.57		
22	Youth Sports Coordinators Stipends	\$7,500.00	\$14,546.17	WRE	13x				In place	●	\$7,262.97	In place	●	\$2,675.75			\$4,607.45		
23	Alcohol/Drug Support Services	\$5,000.00	\$0.00	H&S	31x				In place	●		In place with La Clinica	●				\$0.00		
24	Music instruments and materials	\$82,105.35	\$138,463.60	WRE	4xx				Purchased	●	\$75,165.27	Purchased. Transferred from Administrative budget to increase budget	●	\$ 60,528.44			\$2,769.89		
			\$295,324.64																\$295,324.64
															Phoenix High School space renovation for the School Based Mental Health Clinic		\$295,324.64		

STATE OF OREGON GRANT AGREEMENT

“Student Success Act – Student Investment Account”

Grant No. 34459

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and Phoenix-Talent SD 4 (“Grantee”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

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

SECTION 2: PURPOSE

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

SECTION 3: EFFECTIVE DATE AND DURATION

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

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

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

4.2 Grantee's Grant Manager is:

Brent Barry
Phoenix-Talent SD 4
401 W. 4th St.
Phoenix, OR 97535-5710

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

SECTION 5: PROJECT ACTIVITIES

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

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$2,276,651.42 ("Grant Funds") for the Project. Agency will pay the Grant Funds from monies available in the Student Investment Account ("Funding Source"). A reduction in the monies in the Funding Source may result in a decrease in Grant Funds available to Agency.

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source based on Agency's reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.

7.1.2 Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.

7.1.3 Agency will only disburse Grant Funds to Grantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Project activities or materials produced are not acceptable and any deficiencies are the responsibility of Grantee, Agency will prepare a detailed written description of the deficiencies within 15 days of receipt of the materials or performance of the activity, and will deliver such notice to Grantee. Grantee must correct any deficiencies at no additional cost to Agency within 15 days. Grantee may resubmit a request for disbursement that includes evidence satisfactory to Agency demonstrating

deficiencies were corrected.

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

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

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

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

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

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

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

SECTION 8: REPRESENTATIONS AND WARRANTIES

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

8.1.1 Grantee is a District duly organized and validly existing;

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

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

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

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

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

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

SECTION 9: OWNERSHIP

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

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

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

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

SECTION 10: CONFIDENTIAL INFORMATION

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

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

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

SECTION 11: INDEMNITY/LIABILITY

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

SECTION 12: INSURANCE

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

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

SECTION 13: GOVERNING LAW, JURISDICTION

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

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

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

SECTION 15: DEFAULT

15.1 Grantee. Grantee will be in default under this Grant upon the occurrence of any of the following events:

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

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

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

SECTION 16: REMEDIES

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

SECTION 17: WITHHOLDING FUNDS, RECOVERY

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

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

17.3 Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or

17.4 Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 18: TERMINATION

18.1 **Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.

18.2 **By Agency.** Agency may terminate this Grant as follows:

18.2.1 At Agency's discretion, upon 30 days advance written notice to Grantee;

18.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;

18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or

18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

18.3 **By Grantee.** Grantee may terminate this Grant as follows:

18.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.

18.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or

18.3.3 Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

18.4 **Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 19: MISCELLANEOUS

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

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

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

SECTION 20: SIGNATURES

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

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

STATE OF OREGON acting by and through its Department of Education

By: Philip Hoffmann
Contracting Officer

11/08/2023
Date

Phoenix-Talent SD 4

By: Brent Barry
Authorized Signature

11/28/2023
Date

Brent Barry
Printed Name

Superintendent
Title

93-6000506
Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Jake Hogue
Assistant Attorney General

November 8, 2023, via email
Date

EXHIBIT A THE PROJECT

SECTION I – BACKGROUND AND GOALS

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

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

The SIA grants are for two purposes:

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

SECTION II – PROJECT DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION III – PROJECT ACTIVITIES

Integrated Plan Implementation

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

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

Grantees must use the Grant Funds only for:

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

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

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

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

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

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

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

Subsection 2. Charter School Relationships

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

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

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

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

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

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

SECTION IV – REPORTING REQUIREMENTS

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

Financial Reports

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

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

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

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

Integrated Plan Performance Reporting

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

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

SIA Grant Monitoring

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

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

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

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

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

SECTION V – DISBURSEMENT and REPORTING PROVISIONS

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

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

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

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

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

October 31

January 31

April 30

November 30 (Annual Report)

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

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

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

EXHIBIT B COMMON AND CUSTOMIZED PERFORMANCE FRAMEWORK PHOENIX-TALENT SD 4

SECTION I – PROGRESS MARKERS FOR 2023-2025 BIENNIUM

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

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

A. Start to See: Early Signs of Progress

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

B. Gaining Traction: Intermediate Changes

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

C. Profound Progress: Substantial and Significant Changes

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

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

SECTION II – FINALIZED CO-DEVELOPED LPGTS

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

Target Type	2023-24	2024-25	2025-26	2026-27	2027-28
Four Year Cohort Graduation					
Baseline Target: All Students	88.90%	89.70%	90.50%	91.30%	92.10%
Stretch Target: All Students	89.40%	90.60%	91.80%	93.00%	94.20%
Gap-Closing Target: All Focal Group Students	87.00%	87.90%	88.80%	89.70%	90.60%
Five Year Cohort Completion					
Baseline Target: All Students	89.30%	90.50%	91.60%	92.80%	94.00%
Stretch Target: All Students	89.68%	91.26%	92.84%	94.42%	>95.00%
Gap-Closing Target: All Focal Group Students	87.04%	88.78%	90.52%	92.26%	94.00%

9th Grade on-Track					
Baseline Target: All Students	82.40%	84.80%	87.20%	89.60%	92.00%
Stretch Target: All Students	83.20%	86.40%	89.60%	92.80%	>95.00%
Gap-Closing Target: All Focal Group Students	79.60%	82.20%	84.80%	87.40%	90.00%
3rd Grade ELA Proficiency					
Baseline Target: All Students	30.20%	31.40%	32.60%	35.00%	36.00%
Stretch Target: All Students	32.50%	35.70%	38.80%	41.90%	45.00%
Gap-Closing Target: All Focal Group Students	21.30%	22.60%	23.90%	26.40%	27.50%
Regular Attenders					
Baseline Target: All Students	72.00%	74.00%	76.00%	78.00%	80.00%
Stretch Target: All Students	73.20%	76.40%	79.60%	85.00%	86.00%
Gap-Closing Target: All Focal Group Students	67.10%	69.20%	71.30%	73.40%	75.50%

SECTION III – APPROVED LOCAL OPTIONAL METRICS (IF APPLICABLE)

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

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

EXHIBIT C INSURANCE

INSURANCE REQUIREMENTS

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

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

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

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

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

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

COMMERCIAL GENERAL LIABILITY

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

AUTOMOBILE LIABILITY INSURANCE

Required **Not required**

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

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

PROFESSIONAL LIABILITY

Required **Not required**

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

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

EXCESS/UMBRELLA INSURANCE

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

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

ADDITIONAL INSURED

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

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

WAIVER OF SUBROGATION

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

CONTINUOUS CLAIMS MADE COVERAGE

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

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

CERTIFICATE(S) AND PROOF OF INSURANCE

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

NOTICE OF CHANGE OR CANCELLATION

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

INSURANCE REQUIREMENT REVIEW

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

STATE ACCEPTANCE

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

Additional Coverages That May Apply:

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

Required Not required

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

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

Required **Not required**

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

Phoenix-Talent SD Codevelopment Data Projections

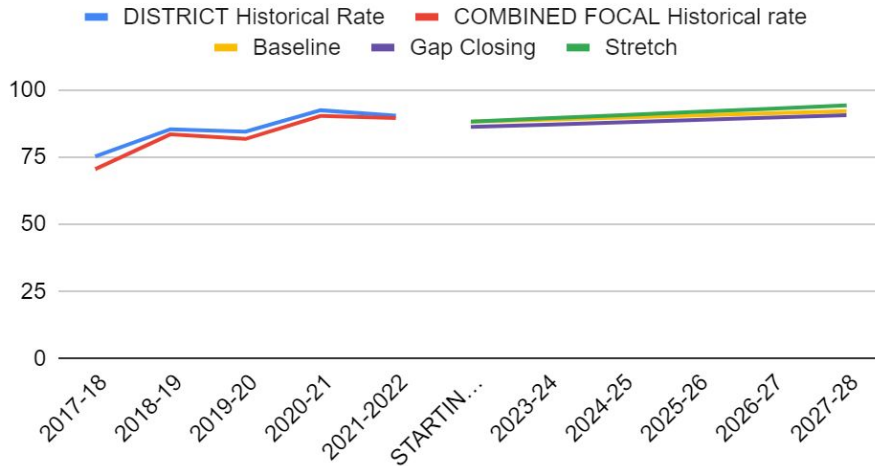
2023-2028

4 Yr Graduation

Phoenix-Talent SD	2015-2016	2016-2017	2017-18	2018-19	2019-20	2020-21	2021-2022
DISTRICT Historical Rate			75.25	85.34	84.46	92.39	90.43
COMBINED FOCAL Historical rate			70.55	83.44	81.76	90.28	89.47
HISTORICAL GAP	0	0	4.7	1.9	2.7	2.11	0.96
5 year average All	85.4	calculated	85.574	average historical gap	2.474		
5 year average FSG	83.1	calculated	83.1				

				STARTING POINTS	2023-24	2024-25	2025-26	2026-27	2027-28	Total 5 Yr Change	
				Baseline	88.2	88.9	89.7	90.5	91.3	92.1	3.9
				Gap Closing	86.2	87	87.9	88.8	89.7	90.6	4.4
				Stretch	88.2	89.4	90.6	91.8	93	94.2	6
				Gap	2	1.9	1.8	1.7	1.6	1.5	
				Baseline YR to YR		0.7	0.8	0.8	0.8	0.8	
88.155	5 yr avg -lowest year	distric	rounded	Gap Closing Yr to Yr		0.8	0.9	0.9	0.9	0.9	
86.2375	5 yr avg -lowest year	fsg	rounded	Stretch Yr to Yr		1.2	1.2	1.2	1.2	1.2	
1.9175	gap										

4 Year Graduation Rate



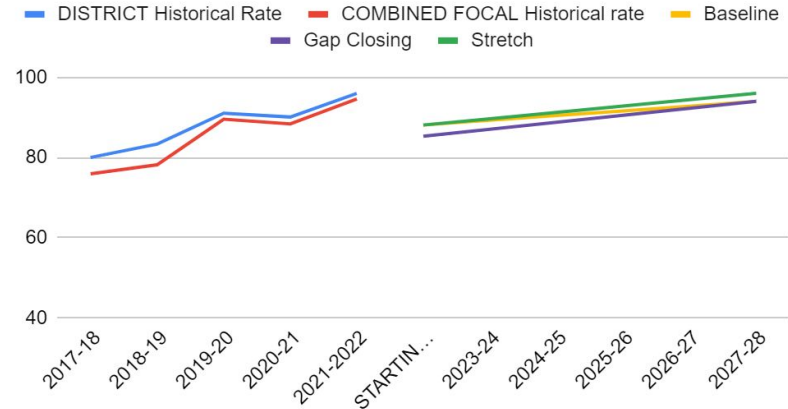
5 Yr Cohort

Phoenix-Talent SD

	2015-2016	2016-2017	2017-18	2018-19	2019-20	2020-21	2021-2022
DISTRICT Historical Rate			80	83.33	91.05	90.1	96
COMBINED FOCAL Historical rate			75.95	78.17	89.54	88.39	94.63
Historical Gap	0	0	4.05	5.16	1.51	1.71	1.37
5 year average All	none given	calculated avg	88.096				
5 year average FSG	85.3	calculated avg	85.336				

	STARTING POINTS	2023-24	2024-25	2025-26	2026-27	2027-28	Total 5 Yr Change
Baseline	88.1	89.3	90.5	91.6	92.8	94	5.9
Gap Closing	85.3	87.04	88.78	90.52	92.26	94	8.7
Stretch	88.1	89.68	91.26	92.84	94.42	96	7.9
Gap - Base	2.8	2.26	1.72	1.08	0.54	0	
Baseline YR to YR		1.2	1.2	1.1	1.2	1.2	
Gap Closing Yr to Yr		1.74	1.74	1.74	1.74	1.74	
Stretch Yr to Yr		1.58	1.58	1.58	1.58	1.58	

5 Year Cohort Completion

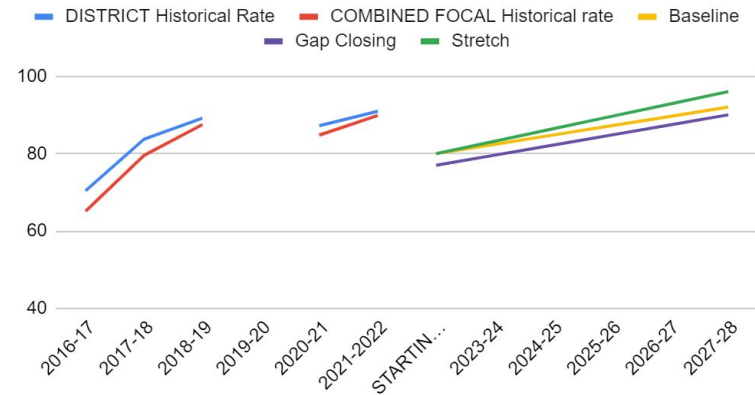


9th GOT

Phoenix-Talent SD	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-2022
DISTRICT Historical Rate		70.43	83.72	89.14		87.21	90.91
COMBINED FOCAL Historical rate		65.15	79.53	87.5		84.78	89.84
Historical gap		0	5.28	4.19	1.64	0	2.43
5 year average All		84.1	calculated avg	84.282			
5 year average FSG		81.3	calculated avg	81.36			

	STARTING POINTS	2023-24	2024-25	2025-26	2026-27	2027-28	Total 5 Yr Change
Baseline	80	82.4	84.8	87.2	89.6	92	12
Gap Closing	77	79.6	82.2	84.8	87.4	90	13
Stretch	80	83.2	86.4	89.6	92.8	96	16
Gap - Base	3	2.8	2.6	2.4	2.2	2	
Baseline YR to YR		2.4	2.4	2.4	2.4	2.4	
Gap Closing Yr to Yr		2.6	2.6	2.6	2.6	2.6	
Stretch Yr to Yr		3.2	3.2	3.2	3.2	3.2	

9th Grade on Track

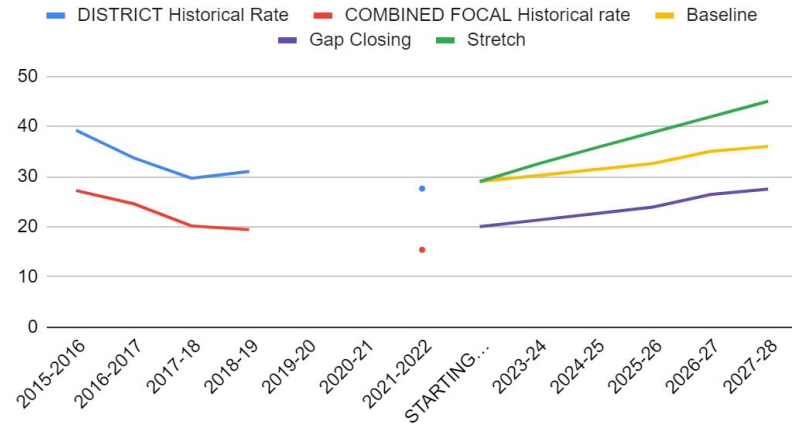


3rd Grade ELA

Phoenix-Talent SD		2015-2016	2016-2017	2017-18	2018-19	2019-20	2020-21	2021-2022
DISTRICT Historical Rate		39.23	33.7	29.67	31.02			27.59
COMBINED FOCAL Historical rate		27.21	24.56	20.14	19.41			15.38
Historical Gap		12.02	9.14	9.53	11.61	0	0	12.21
5 year average All		32.36	calculated avg		32.242			
5 year average FSG		21.19	calculated avg		21.34			

	STARTING POINTS	2023-24	2024-25	2025-26	2026-27	2027-28	Total 5 Yr Change
Baseline	29	30.2	31.4	32.6	35	36	7
Gap Closing	20	21.3	22.6	23.9	26.4	27.5	7.5
Stretch	29	32.5	35.7	38.8	41.9	45	16
Gap - Base	9	8.9	8.8	8.7	8.6	8.5	
Baseline YR to YR			1.2	1.2	1.2	2.4	1
Gap Closing Yr to Yr			1.3	1.3	1.3	2.5	1.1
Stretch Yr to Yr			3.5	3.2	3.1	3.1	3.1

3rd Grade ELA

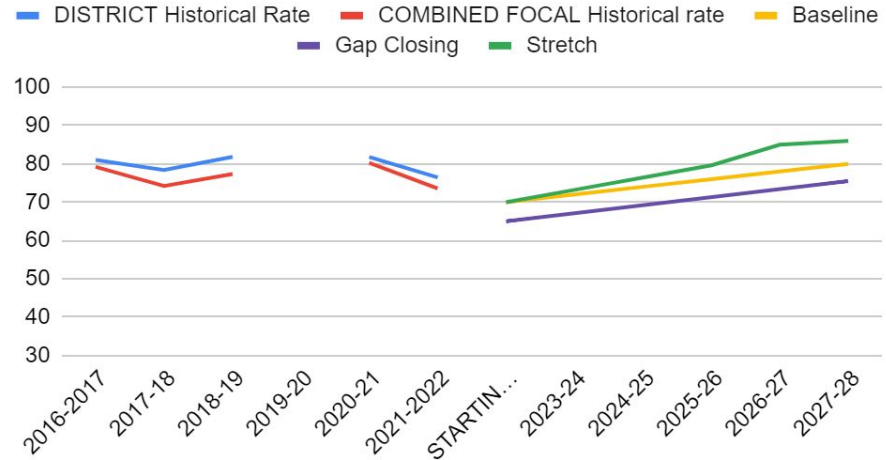


Regular Attenders

Phoenix-Talent SD	2015-2016	2016-2017	2017-18	2018-19	2019-20	2020-21	2021-2022
DISTRICT Historical Rate		81.04	78.39	81.83		81.77	76.44
COMBINED FOCAL Historical rate		79.21	74.25	77.34		80.23	73.55
Historical Gap		0.00%	1.83	4.14	4.49	0	1.54
5 year average All		79.95	calculated avg	79.894			
5 year average FSG		76.98	calculated avg	76.916			

	STARTING POINTS	2023-24	2024-25	2025-26	2026-27	2027-28	Total 5 Yr Change
Baseline	70	72	74	76	78	80	10
Gap Closing	65	67.1	69.2	71.3	73.4	75.5	10.5
Stretch	70	73.2	76.4	79.6	85	86	16
GAP (Baseline -Gap-closing)	5	4.9	4.8	4.7	4.6	4.5	
Baseline YR to YR			2	2	2	2	
Gap Closing Yr to Yr			2.1	2.1	2.1	2.1	
Stretch Yr to Yr			3.2	3.2	3.2	5.4	1

Regular Attenders





Charting a Path Forward on K-12 Education

In November, Oregon experienced the first ever strike in our state's largest school district. The difficult negotiations to reach resolution reflect larger systemic challenges that districts are facing. One out of three school districts in our state will engage in labor negotiations during the 2023-024 school year. As other districts and communities navigate similar dynamics, we must be clear about our shared interests to create the conditions for student success. Let's build upon the common ground we share and partner to chart a path forward. Students are counting on us.

Common Ground

Our Shared Beliefs

1. Students should be in school.
2. Every student should be given equal opportunity to graduate from high school ready to succeed.
3. Schools should be physically and emotionally safe places for students, teachers, and school employees.
4. Teachers, school employees, and administrators care about the success of each student and recognize the negative impact that prolonged school closures for any reason can cause on students' learning.

Our Shared Reality

1. The pandemic has deeply impacted students' learning and connections to school. We lost ground on key academic outcomes, enrollment dropped by more than 30,000 students statewide, and nearly 40% of students in Oregon's public schools did not regularly attend school in the 2022-23 school year.
2. Education spending is historically one of the largest areas of spending for the State's general fund, but we know that the amount of money dedicated to education is equally as important to how those dollars are spent. The state's funding methodology needs review, and much has changed in K-12, including pervasive teacher shortages that relate to compensation.

Common Ground

Our Shared Beliefs

5. Smaller class sizes and more planning time mean teachers can spend more high-quality time with students.
6. Classrooms should be sanitary environments and have functional HVAC systems.
7. Trust and respect are essential components of productive negotiations in any district.

Our Shared Reality

3. Teachers' and school employees' salaries have not kept up with wage growth in the private sector. Their work must be valued, and competitive salaries must be offered if we are going to make up for lost ground from the pandemic.
4. Many school facilities across the state have lacked funding for necessary upgrades, leading to a backlog of needed improvements.

Governor Kotek's Commitments

To begin to address the underlying structural needs facing teachers, school employees, and district leaders, Governor Kotek is committed to taking the following steps:

- 1 Convene a multidisciplinary group of leaders to develop a statewide action plan to support the social-emotional health needs of students** in school settings and strengthen the resources and capacity of school staff to meet these needs.
- 2 Partner with the legislature on their work to establish minimum teacher salaries and review funding for schools.**

Salary Schedules: The Governor will closely monitor and review the recommendations of the legislature's Task Force on Statewide Educator Salaries. She wants to see a proposal for minimum teacher salary schedules that make Oregon competitive with our neighboring states, mitigate competition between neighboring districts, and reflect local cost of living. She also wants to see a plan to fund that proposal over the next several years.

Funding: While the legislature ultimately adopts the budget, the Governor's office must be a partner to ensure the methodology makes sense for today's realities. The Governor will direct the Chief Financial Officer and the Oregon Department of Education to partner with the legislature and education stakeholders to review and revise the methodology for school funding.

- 3 Create the Office of Transparency within the Oregon Department of Education (ODE) to make budget information that the State already collects from districts more accessible and easier to understand.** This is intended to ensure labor and district partners and the public have the same budget information that the State does and strengthen transparency and improve customer service to Oregonians. ODE will include data about future estimated revenues that districts may have, the share of district funding that comes from State sources compared to local sources, and the share of district expenditures spent on administration. This work will draw from the work of states such as [Arizona](#), [Illinois](#) and [Michigan](#), and from [ODE's ESSER dashboard](#).



PHOENIX-TALENT SCHOOLS

EXCELLENCE *for* EVERYONE

Board Meeting – 6:00 PM

Thursday, December 7, 2023

In-Person at Talent Elementary School

Join the Zoom Meeting:

<https://us02web.zoom.us/j/83546937773?pwd=bjJhSFZXMjM0RlVqR2pocE9lYTVtQT09>

Meeting ID: 835 4693 7773 Passcode: 223995

AGENDA

- A. Call to Order - 6:00 p.m.
PUBLIC MEETING – Annual Student Investment Account (SIA) 22-23 Year-End Report and 23-24 Grant Agreement/ Longitudinal Performance Growth Targets (LPGT's)
- C. Accentuate the Positive
- D. Citizen Comments
- E. Student Representative Report
- F. Superintendent Report
- G. Program Report – Strategic Planning Update
- H. Consent Agenda
 - 1. Approval of Agenda
 - 2. Approval of Minutes from 11/02/23, 11/13/23 & 11/16/23 (JAB Session)
 - 3. Personnel Report
- I. Action Items
 - 1. Board Policy BD/BDA – Board Meetings/Regular Board Meetings
 - 2. Board Policy BDC – Executive Sessions
 - 3. Annual Student Investment Account (SIA) 22-23 Year-End Report and 23-24 Grant Agreement/ Longitudinal Performance Growth Targets (LPGT's)
- J. Recess
- K. Information and Discussion
 - 1. Facilities/Bond Update
 - 2. Financial Update
 - 3. Legislative / OSBA Update
 - 4. Equity, Diversity & Inclusion Update
 - 5. Early Literacy Grant
 - 6. Superintendent Goals Update
 - 7. Board Policy GCBDA/GDBDA – Family Medical Leave
 - 8. Board Policy GCBDA/GDBDA-AR(1) – Family Leave
- L. Review of the Next Meeting Agenda
- M. Adjournment

Phoenix-Talent School District #4 is an Equal Opportunity Employer and, in accordance with Federal and State Legislation, does not discriminate on the basis of race, sex, religion, age, national origin, or marital status, physical or mental disability in employment practices or education programs. **If you need special accommodations for language interpretation or because of a disability**, please contact the District Office Executive Assistant two days prior to meeting at 541-535-1511 Voice/TD.



PHOENIX-TALENT SCHOOLS

EXCELLENCE *for* EVERYONE

Regular Board Meeting
Thursday, November 2, 2023 6:00 PM Pacific

Talent Middle School
102 Christian Avenue
Talent, OR 97540

Michael Campbell:	Absent
Nancy Castillo-McKinnis:	Present
Sara Crawford:	Present
Polly Farrimond:	Present
Rick Nagel:	Present
Dawn Watson:	Present
Rebecca Weathers:	Present

A. Call to Order - 6:00 p.m.

B. Accentuate the Positive

TMS Vice Principal Allison Hass shared on behalf of Principal Kathryn Holden the following:

- We have just finished our first quarter at TMS. All of our students worked so hard this week to get things turned in and get their grades up.
- We wrapped up a fun spirit week that included dress-up days, lunchtime activities, a Halloween costume contest, and sweet staff appreciation gifts. We want to thank Jamie Wright, our leadership teacher, and her leadership students for putting together a very special Spirit Week.
- We also just finished our first PAWS Day of the year. PAWS Day is a special 50-minute period at the end of the day for students to celebrate and have fun activities with their peers and teachers. This year we have nail painting, sports, movies, and many fun things.

TES Principal Heather Lowe shared the following:

- Tuesday we had our third annual Trunk or Treat event. It is a fun community event. Ms. Lowe gave appreciation to Joe Zavala for his capturing all of our events and doing a quick turnaround to post on social media to share back with the community.
- Ms. Lowe said that it was the end of the first quarter. She gave a shout out to our coaches at the elementary level. Two have taken the lead in our progress reports for this quarter to

make sure they are updated, especially Karinn Calhoun who has been working hard on this.

- Ms. Lowe thanked Javier de Rio for being a great coach to all of the principals.

PTRA Principal Aaron Santi shared the following:

- Mr. Santi thanked elementary teacher, Maddie Macias, for her work to boost student-reading scores. We have students in K-5 who have increased their scores by an average of 15 words per student in the first 6 weeks of school.
- Mr. Santi also thanked middle school teacher, Heather Ayers-Flood, and office manager, Deni Goodwin, for their combined efforts to increase middle school attendance. Sixth-eighth grade students are showing substantial improvement with an 8% increase in attendance from September to October, ending the month with six of the last 7 days having perfect attendance.
- Finally, the PTRA staff will be hosting our first Pizza with PTRA event at the Grotto in Talent next Wednesday, 11/8, from 5:30-7:00 pm. It is another opportunity to connect with our families and build a sense of community within our school.

PES Principal Shawna Schleif shared the following via Aaron Santi:

- Shawna is unable to join you because they are celebrating Dia de los Muertos with a gathering at PES. Led by Laura Millette and Susie Serna, this wonderful event aims to honor the loved ones who are no longer present here on earth. This has been a collaborative effort among our classes, staff, and community members.
- This has been a busy but exciting month with the Pirate Parade and Halloween Parade. Our newly formed PTA is already having an impact as our families showed up in mass to decorate our pirate floats (Rafts brought to us by Indigo Creek Outfitters). It feels great to be a junior pirate.
- A big shout out to Marla Dentino and Zoey Boyles for hosting ODE Director Dr. Charlene Williams. It was an honor to have her visit PES, see all of the amazing love, and care our staff shows our students. Dr. Williams sent a follow-up email expressing this positive sentiment to our crew and it feels great that she validated what we already know.

OHES Principal Kent Vallier shared the following:

- Mr. Vallier said that today was a great day for Mr. Carson's 5th grade class. David Ford, PHS Construction Tech teacher hosted our fifth graders and they pounded some nails, cut some wood and toured the CTE classrooms. The kids wanted to run a few laps around the track, so they did. Thanks to Susie and Sodexo, the students were able to eat lunch in the high school commons. Mr. Vallier thanked Principal Kalen Cross and her team for making it a great day for the elementary students. Next month, we plan to bring other 5th grade classes to PHS to visit Ms. Rollins art class and work with some of the advanced art students.
- Student survey data was recently shared with us and I am proud of our staff and the sense of belonging they have established with our students. On the question of "Do you feel you belong at school", on a national percentile range, Orchard Hill's "Sense of Belonging" was at 80th percentile.

- Lastly, I want to thank Mr. Barry. Once a principal, always a principal. Mr. Barry spoke with a family to support a student with some behavioral struggles. It is rewarding to say that the particular student has really turned some things around. Therefore, as is the Phoenix-Talent way, we are all here to support one another, regardless of our position.

PHS Principal Kalin Cross shared the following:

- Ms. Cross gave the following shout-outs to all the staff behind the scenes:
- Lisa Robin, our leadership teacher, for being such a fearless leader and is always willing to try anything and is always so supportive of the students.
- Breeze Chapman and Brenda Selee who, without them, we would be unable to have our wonderful parade each year;
- SRO Aaron Hull and the City of Phoenix, who helped to make that happen.
- Our Multi Culture Club and their advisor, Angelica Mendoza, who is one of our school counselors, hosted our homecoming dance and it was amazing. They also hosted some day of the dead (Dia de Los Muertos) activities today, including face painting at lunch and creating an altar for the day of the dead - Dia de Los Muertos.
- Our Math and English departments have been taking diagnostic tests. Ms. Cross thanked Instructional Coach Alyssa Barber, who had helped with that, and for her work in Professional Development.
- The teachers and classified staff who participated in an art of coaching team training for three days last week.

Amy Honts-Stark from Sodexo:

- Ms. Honts-Stark said that she had a blast going to all of the schools to see the kids in their costumes.
- Ms. Honts-Stark thanked Jon McCalip and his team for all of the food service facilities work that had been going on. That work includes preparation for walk-in coolers and new ovens that will be installed at TES & PES, a new HydroVection oven that will soon be ready for installation at TMS and we are looking to install another turbo chef at the high school.
- Ms. Honts-Stark gave a special shout out to Candace Selden who does a lot for facilities and for us at Sodexo.

Vice Chair Polly Farrimond said she had such a blast at the parade. It was great to connect with the community and all those who supported the event.

Director Sara Crawford thanked Kent Vallier and David Ford for providing the opportunity for the fifth graders to visit the high school and to Joe Zavala for capturing it all on film.

Director Rebecca Weathers gave a shout out to Sgt. Lehman for his help at the Trunk or Treat event.

C. Citizen Comments

Laura Lynn, Marcey Locke, and Giulia Longo shared comments about ODP.

D. Student Representative Report

- **Garrett Walker** said that Spirit week was full of unique things that our school does. It brings everyone closer together and they all have a good time.
- **Javier Quintana** shared that he was thankful to everyone that helped him with the fundraiser for those affected by the fires in Lahaina. Javier thanked Joe Zavala for his help in promoting the event and the culinary teacher and staff for their help to make this happen. The school spirit has been great this year. We have a great staff this year. The teachers have all been there for the students.
- **Reyna Pillajo Kern** spoke about the carnival that was on Halloween. It went really well this year as we collaborated with DECA, which helped to make things a lot easier. This was my first year helping with the carnival and Reyna had heard that it was getting better since the past few years. Reyna just visited PES, which is where the day of the dead event is happening tonight. It is great to see people get together and celebrate things like that. Reyna is also helping with the Work to Get Well, which is where leaders in the school gather and focus on making the school better for mental health.
- **Aubrey Emry** shared that the first quarter was ending. She and many of her peers felt overwhelmed but they all collaborated with the teachers to get where they needed to be and to succeed with their grades. As a Link Crew leader, I saw a lot of freshman pushing to receive a grade that they wanted and even if they were not succeeding in a way that they could have, they were trying as hard as they could. Especially right after the end of homecoming week and then Halloween right after that, it's a lot to deal with at the end of a quarter. Aubrey appreciates all the teachers and how everyone has come together and she gave a shout out to Javier for his Lahaina fundraiser.

E. Superintendent Report

- Supt. Barry is so thankful to the board for continuing to have the tradition of having student representatives on the board. Even though Supt. Barry missed the last meeting where the student representatives were chosen, Supt. Barry heard from all those who were at the meeting and everyone was blown away with what they shared. How they presented themselves and how they shared with the board proved why they were selected.
- Supt. Barry said that Principal Shawna Schleif did an amazing job hosting ODE's new Director, Dr. Charlene Williams and showing her around PES. Dr. Williams's team shared some great feedback about her visit and how passionate Shawna was about what she did.
- As you know, we just shared with you our Division 22 Standards and in December, we will be sharing our Integrated Programs Grants / SIA to approve. In January, we will have the Early Literacy Grant to approve.
- Supt. Barry stated that the out-of-state student activity schedule is updated to include two new trips.

F. Consent Agenda

On motion by Dawn Watson, seconded by Rebecca Weathers to approve the consent agenda. Hearing no objections, the consent agenda was approved as presented.

F.1. Approval of Agenda

F.2. Approval of Minutes from 10/19/23

F.3. Personnel Report

G. Action Items

G.1. Colver Road Master Plan

I move to approve the Colver Master Plan as presented. This motion, made by Rebecca Weathers and seconded by Sara Crawford, Carried.

Michael Campbell: Absent, Nancy Castillo-McKinnis: Yea, Sara Crawford: Yea, Polly Farrimond: Yea, Rick Nagel: Yea, Dawn Watson: Yea, Rebecca Weathers: Yea
Yea: 6, Nay: 0, Absent: 1

- Supt. Barry said that he really appreciates ZCS for all of their work on this project. They produced an incredible document about what this property could be.
- Director Rick Nagel said that he is extremely impressed with the plan. Rick also hopes that we create something like CC&R's for those tenants who may lease the property.

G.2. Resolution 23-9 – LPC Candidate Vote

I move to cast the board's vote for Sara Crawford for the OSBA Legislative Policy Committee, Southern region, position 5. This motion, made by Dawn Watson and seconded by Rebecca Weathers, Carried.

Michael Campbell: Absent, Sara Crawford: Abstain (Without Conflict), Nancy Castillo-McKinnis: Yea, Polly Farrimond: Yea, Rick Nagel: Yea, Dawn Watson: Yea, Rebecca Weathers: Yea
Yea: 5, Nay: 0, Absent: 1, Abstain (Without Conflict): 1

- Vice Chair Farrimond said that most of the board participated in an OSBA Roadshow event on Monday. She is proud of Directors Dawn Watson and Sara Crawford for all of their work and contributions.
- This is the board's official vote for Sara to be elected as the Southern Region LPC position.

G.3. OSBA Resolution 1 - Amend OSBA's Bylaws Relating to Composition of the Board of Directors (Adopting the Oregon Rural School Board Members Caucus)

I move for the adoption of OSBA's Resolution 1 - which creates the Oregon Rural School Board Members Caucus and designates a seat on the OSBA Board of Directors and Legislative Policy Committee. This motion, made by Nancy Castillo-McKinnis and seconded by Sara Crawford, Carried.

Michael Campbell: Absent, Nancy Castillo-McKinnis: Yea, Sara Crawford: Yea, Polly Farrimond: Yea, Rick Nagel: Yea, Dawn Watson: Yea, Rebecca Weathers: Yea
Yea: 6, Nay: 0, Absent: 1

Director Watson shared that the resolution had to do with rural schools in Oregon. Director Watson has been on the Rural Schools Committee and said that if this resolution is voted through, we will have a Rural Schools Caucus, which will add another member from rural schools to a position on the OSBA board as well as another LPC position.

G.4. OSBA Resolution 2 - Amends the OSBA's 2018 Bylaws

I move for the adoption of OSBA's Resolution 2, which adopts the proposed amendments to the OSBA Bylaws. This motion, made by Sara Crawford and seconded by Nancy Castillo-McKinnis, Carried.

Michael Campbell: Absent, Nancy Castillo-McKinnis: Yea, Sara Crawford: Yea, Polly Farrimond: Yea, Rick Nagel: Yea, Dawn Watson: Yea, Rebecca Weathers: Yea
Yea: 6, Nay: 0, Absent: 1

Director Watson said that there were some minor changes to the bylaws and feels like this is a good working document.

H. Recess 6:48 - 6:50

I. Information and Discussion

I.1. Facilities/Bond Update

- Supt. Barry said that due to the planning at our Colver Road facility, we would meet with CSA tomorrow to talk about the annexation plans.
- Supt. Barry said that we were going to have tennis courts at the Colver Road facility. However, we are moving those to the high school.

I.2. Financial Update

- Yazmin Karabinas, Director of Accounting, shared a current financial statement through September. Ms. Karabinas explained why the ending fund balance is currently higher than what we estimated and gave some of the reasons for the higher balance.
- Supt. Barry said that there is some talk about extending the timeline of carrying funding over from the ESSER funds.
- Director Watson thanked Yazmin for all of her hard work on everything, including all of her work with the bargaining process.
- Yazmin gave a shout out to Amy Giovanelli, who is our payroll specialist; for all that she would be working on for this payroll period.

I.3. Legislative / OSBA Update

- Director Watson thanked the board for their attendance at the OSBA Roadshow.
- Director Crawford said to save the date for Monday, January 22, 2024; it will be our legislature's reception at PHS, which we will host. We will invite about 17 school boards and their superintendents. In addition, we have seven legislators in our region. This event gives us an opportunity to introduce ourselves, for us to advocate for education, to hear about what their plans are for the next session, as they will start to introduce bills into legislation in February.
- Legislative Days are next week in Salem. It might be an opportunity for us to look at what the legislators are planning to bring, as far as bills for the next session and connect with them.
- Director Watson said that Representative McIntyre has picked up one bill that may not move forward, so it is important to have conversations with them.

- Supt. Barry said that Greg Lemhouse and Carrie Reed would be in Salem next week, so to let them know if we wanted them to do anything for us.

I.4. Equity, Diversity, & Inclusion Update

- Kelly Soter gave an update on EDI and said that we have started our second year of the EDI Committee. Ms. Soter thanked all those on the committee this year and she is grateful for all of the representation we have. We will work through a variety of things this year, one of which is our board policy AR, which was created last year, on ways in which we can give feedback on our progress of the seven priorities.
- We are having a book study around opportunities for the committee to tell us topics and things they would like to have potentially come to the committee for feedback.
- We have just completed year two of our student survey. Administrators are currently analyzing the data to see what growth and changes have been in the past year.
- We have a staff survey going on now with Panorama with some of the same questions and similar questions.
- There is a lot going on with Community Care. The day of the dead (Dia de los Muertos) is going on now at PES and the parking lot is full. Ms. Soter gave a shout out to Laura Millette, Susie Serna and the whole team that helped to put that together.
- Ms. Soter also gave a shout out to Katie McCormick for spearheading our Thanksgiving support for families. Katie has found sponsors to cover 100% of the food for our Thanksgiving food baskets.
- We have received some additional funding from ODE for bilingual teachers pathways support. It is meant for the recruitment and retaining of bilingual staff, supporting further education, training, and collaboration time. We have teachers who are working though OSU e-campus to complete their dual language specialization. This funding is paying 100% of their tuition.

I.5. Inter-District Transfer Report

- Supt. Barry shared some of the statistics regarding our interdistrict transfers for the district both in and out of the district.
Many of the transfers out of the district are childcare hardships. For transfers in to the district, we have many of our prior students who currently live outside of the district who want to come back.

I.6. Discuss Upcoming Meetings

- The board decided to have the next meeting, which is the JAB meeting, on November 16, at PHS.
- The January 18 work session will be with Kristen Miles from OSBA. Kristen will be joining us virtually and the meeting will start at 5:00 p.m.
- The June 20th meeting will need to be changed due to the annual COSA conference in Seaside. Supt. Barry suggested a couple of different dates and said that we would bring it back for discussion at another meeting.
- The board will need to have a special session to approve the certified contract. Supt. Barry said that we tentatively have it scheduled for November 13, at noon, which could be a ZOOM meeting. Assuming SOBC approves our tentative agreements that we have on the eighth, and then our board could approve it on the 13th so that we can start

making all the changes for this payroll period. We will have to give at least 24 hours' notice to the public, so Denise will give notice on the ninth.

I.7. Board Policy BD/BDA - Board Meetings/Regular Board Meetings

I.8. Board Policy BDC - Executive Sessions

J. Review of the Next Meeting Agenda

K. Adjournment

The meeting adjourned at 7:40 p.m.

Michael Campbell, Chair

Brent Barry, Superintendent



PHOENIX-TALENT SCHOOLS

EXCELLENCE *for* EVERYONE

Special Board Meeting

Monday, November 13, 2023 6:00 PM Pacific

ZOOM Meeting Only

Michael Campbell:	Present	Rick Nagel:	Present
Nancy Castillo-McKinnis:	Present	Dawn Watson:	Present
Sara Crawford:	Present	Rebecca Weathers:	Present
Polly Farrimond:	Present		

A. Call to Order - 12:04 p.m.

Chair Michael Campbell called the meeting to order. Chair Campbell explained where we are at in the process and that SOBC has already voted to approve the contract, PTEA members will vote today to ratify the contract and we will cast our vote today as well.

B. Action Items

B.1. Approve the Certified Contract for 23-25

I move to accept the certified contract for 23-25 as presented. This motion, made by Dawn Watson and seconded by Rebecca Weathers, Carried.

Discussion:

- Supt. Barry thanked the team members for all of their valuable insight and for being creative with language to get us to the finish line. There was a lot of time involved for everyone and this was a different process than years past.
- Chair Campbell is most proud of the collaboration from all by keeping the conversation going, being creative, and working through the issues. Although the process was long and a bit arduous at times, the spirit of what makes Phoenix-Talent special showed up in this process and helped us get where we are today.
- Director Watson thanked everyone for all of their hard work and working for what's best for our students. Ms. Watson appreciated the compassion and professionalism everyone had.

Vote:

Michael Campbell: Yes, Nancy Castillo-McKinnis: Yea, Sara Crawford: Yea, Polly Farrimond: Yea, Rick Nagel: Yea, Dawn Watson: Yea, Rebecca Weathers: Yea
Yea: 7, Nay: 0, Absent: 0

C. Adjournment - The meeting adjourned at 12:10 p.m.

Michael Campbell, Chair

Brent Barry, Superintendent



PHOENIX-TALENT SCHOOLS

EXCELLENCE *for* EVERYONE

JAB Meeting
Thursday, November 16, 2023 6:00 PM Pacific

Phoenix High School
745 North Rose Street
Phoenix, OR 97535

Michael Campbell:	Present	Rick Nagel:	Present
Sara Crawford:	Present	Dawn Watson:	Present
Polly Farrimond:	Present	Rebecca Weathers:	Present
Nancy McKinnis:	Present		

Present: 7, Absent: 0.

Presentations/Questions

Introduction - 6:00 p.m.

Armadillo Community Charter School (ACCS)

Executive Director Rachel Garner shared 22-23 student demographics and statistics, and current enrollment numbers for 23-24. Ms. Garner addressed some of the many challenges that students at ACCS face, which include experiencing medical conditions including mental health, economically disadvantaged, without adequate and/or permanent housing, and the need to work full or part time.

Ms. Garner shared some student statistics including:

- 67% self-report that they are credit deficient being 1+ year behind in credits at the time of their enrollment
- 30% of students have been out of school for 6+ months prior to enrollment
- 25% of student population is on a 504 or IEP plan
- 83% of student population have been at ACCS less than 2 years and 55% of student population are juniors and seniors.

Ms. Garner spoke about attendance and shared that for 22-23 the percentage of students who were regular attenders was much less than the goal of 70%. ACCS's number one priority for students is to create a sense of safety, significance and belonging to foster connection and drive attendance.

Ms. Garner addressed the ninth grade on track rates for the last three years and identified which systems they will continue with and what are the areas of improvement. ACCS's graduation rate for 22-23 was 74% or 7% less than the state average for four-year completers and was 88% or 1% above state average for five-year completers.

Armadillo staff continues to embrace project based learning to increase student engagement, coupled with integrated curriculum, creating rigorous and engaging classes. Ms. Garner said that ACCS's master plan includes a complete school-wide implementation of sound discipline practices within the next five years. They are

slowly switching over to rubrics and proficiency-based grading refined for independent learning and accountability.

Phoenix-Talent Rising Academy (PTRA)

Principal Aaron Santi reviewed the school structure, including staff, class breakdown, physical elements, virtual elements, and enrollment numbers.

Mr. Santi presented an overview of the elementary school program, including core instruction and supplemental instruction, and middle school programs, including core classes, electives, and advisory class. PTRA offers in-person options and support one to two times per week at a minimum depending on grade level.

Mr. Santi shared the 22-23 At-A-Glance Profile for PTRA and explained that since this was the second year that PTRA reported as a school, and has small enrollment numbers, some data is unavailable. Mr. Santi reviewed i-Ready reading and math diagnostics results and placement. Mr. Santi said this year's goals focus on building community and having a sense of place & belonging, attendance, and math achievement.

Orchard Hill Elementary, Phoenix Elementary, and Talent Elementary Schools

Principals Shawna Schleif of Phoenix Elementary, Kent Vallier of Orchard Hill Elementary, and Heather Lowe of Talent Elementary gave a joint presentation.

Principal Shawna Schleif shared whom they serve and what their mission is and what the data shows. Who they serve were shown in demographics for each of their schools including enrollment, Black Indigenous People of Color, English Language Learners, Special Education, Migrant Education and McKinney Vento students.

Data from the School At-A-Glance Profiles for each school for the 22-23 school year was presented as well as the three-year targets for improvement. In addition, fall results for i-Ready reading and i-Ready math were shared and ways in which staff plan to improve those results.

Principal Heather Lowe shared how they are refining their systems to meet their goals and what their roadmap to growth, success is, and what their plans are to get there. The focus will be on pedagogy, distributive leadership, improvement cycles, and coaching.

Principal Kent Vallier spoke about what the future looks like. The power of people and systems working together is what drives results. Some of the systems include family engagement, curriculum, using a coaching model, and having leadership accountability. Our district culture includes no fear, no intimidation, and no threat. When all of our systems are working together and all of our people are working together in a culture that is supportive, there will be higher student achievement.

Recess - 7:05 p.m. - 7:20 p.m.

Talent Middle School (TMS)

Principal Katherine Holden shared student demographics for current enrollment and the core values of TMS.

Some of this year's goals include having a respectful campus community where people treat each other with kindness and care, have a place where students have a sense of belonging and connection, and ensure that students are challenged and learning and experience academic success.

Ms. Holden presented the fall iReady scores for math and reading, current attendance broken down by percent of levels of regular attenders and student feedback from the fall Panorama survey.

Ms. Holden stated that TMS has two new school counselors. The counselors will provide three tiers of support including homeroom SEL lessons, culture, history, and heritage month lessons, small group support, crisis support, and skill building. The counselors will also focus on suicide prevention work including the Sources of Strength program and training for all staff.

Ms. Holden shared that they will focus on instructional moves that include PLC Inquiry Cycle, SEE-KS, math PD on classroom discourse and i-Ready lesson study this winter, learning-focused conversations, and district adopted curriculum to help increase student learning.

TMS schedule focuses on math and literacy and increased core instructional time for sixth graders. TMS has expanded their enrichment opportunities, the band and athletics programs have expanded with more student participation and there are more student clubs this year.

Ms. Holden ended her presentation stating that the behavior support system in place is working and they have seen a 39% reduction in behavioral referrals compared to this time last year. Seventy-eight percent of students have not had a single referral and 14% have only had one. Ninety-three percent of students have not had any state reportable incidents.

Phoenix High School (PHS)

Principal Kalin Cross started with statistics on student enrollment showing a breakdown in ethnicity, a 95% on-time graduation rate, 32% of students are ever English learners, 17% of students have disabilities, and there are six languages spoken on campus.

Ms. Cross shared some of the priorities for this year, which include continuing to provide opportunities for students to feel like they belong, including the affinity & alliance clubs as well as those that were student created.

Asst. Principal and Athletic Director Dave Ehrhardt shared that they are working on the culture that surrounds their activities to be better every day. Mr. Ehrhardt said their focus is on being strong, respectful, kind and on time. Mr. Ehrhardt spoke about the clubs and sports at PHS and how so many different groups and the community use the facility.

Ms. Cross shared that PHS had a 95% on time graduation rate for 22-23. At the end of the first quarter of 2023-24, 89% of seniors and 89% of freshman are on track to graduate.

Asst. Principal Erika Ochoa shared the priorities for PHS this year are to continue to fine tune systems around student behavior support, attendance and tardiness, and family engagement.

Attendance and tardiness will be addressed through updated attendance procedures, family notification by making daily phone calls and text messages, graduation coaches, creating a caring adult connection, and removing barriers through La Clinica, Maslow, and Community Care Specialists.

Student supports are provided through special programs, a comprehensive school counseling program, student resources, and progress monitoring. Achievement for family engagement would be through the Family Engagement Team, providing a community gathering place, athletics and activities, and through connection and involvement.

Ms. Cross said that the focus is on teaching and learning and the anchors of learning identified include rigor & relevance, engagement, behaving to learn, celebrating success, adult learning, and family engagement.

This is the first year that PHS has an instructional coach who will focus on PLC work, professional development, culture of coaching, and equitable practices around grading.

PHS is working on a comprehensive school-counseling program, which will focus on four domains of career, social/emotional, academic and community. Another focus for PHS is having a distributed leadership team, which will focus on student support systems, advisory, attendance, legacy & spirit, family engagement, staff wellness and fun, adult learning, and new staff support.

Ms. Cross ended her presentation by sharing some of ways the board can continue to support PHS and our district.

Supt. Barry ended the program by stating how proud he is of this administrative team and that they truly have a growth mindset. At our December board meeting, Javier del Rio will give a program report on the strategic plan implementation.

Adjournment - The meeting adjourned at 8:40 p.m.

Michael Campbell, Chair

Brent Barry, Superintendent

Phoenix-Talent Schools District 4

Code: BD/BDA
Adopted: 12/07/99
Revised/Readopted: 1/13/22
Orig. Code(s): BD/BDA

Board Meetings/Regular Board Meetings

The Board has the authority to act only when a quorum is present at a duly called regular, special or emergency meeting. “Meeting” means the convening¹ of a quorum of the Board as the district’s governing body to make a decision² or to deliberate³ toward a decision on any matter. This includes meeting for the purpose of gathering information to serve as the basis for a subsequent decision or recommendation by the Board, i.e. a work session. “Meeting” does not include any on-site inspection of any project or program the attendance of members of the Board at any national, regional or state association to which the Board or its members belong.

~~governing body, i.e. a work session.~~ The affirmative vote of the majority of members of the Board is required to transact any business.

All regular, special and emergency meetings of the Board will be open to the public except as provided by law. Access to and the ability to attend all meetings (excluding executive sessions) by telephone, video or other electronic or virtual means will be made available when reasonably possible. All meetings will be conducted in compliance with state and federal statutes. For information how to give or submit public comment it is outlined in Board policy BDDH - Public Comment at Board Meetings and/or posted on the district’s website.

All Board meetings, including Board retreats and work sessions, will be held within district boundaries, except as allowed by law⁴. The Board may attend training sessions outside the district boundaries but cannot deliberate or discuss district business. No meeting will be held at any place where discrimination on the basis of disability, race, creed, color, sex, sexual orientation, gender identity, age or national origin is practiced.

The Board will give public notice reasonably calculated to give actual notice to interested persons, including ~~the news media which have requested notice~~ those with disabilities, of the time and place for all Board meetings and of the principal subjects to be considered. The Board may consider additional subjects at a meeting, even if they ~~are~~ were not included in the notice.

¹ “Convening” means: (a) Gathering in a physical location; (b) Using electronic, video or telephonic technology to be able to communicate contemporaneously among participants; (c) Using serial electronic written communications among participants; or (d) Using an intermediary to communicate among participants.

² “Decision” means any determination, action, vote or final disposition upon a motion, proposal, resolution, order, ordinance or measure on which a vote of a governing body is required, at any meeting at which a quorum is present.

³ “Deliberation” means discussion or communication that is part of a decision-making process.

⁴ ORS 192.630(4). Meetings of the governing body of a public body shall be held within the geographic boundaries over which the public body has jurisdiction, or at the administrative headquarters of the public body or at the other nearest practical location. Training sessions may be held outside the jurisdiction if no deliberations toward a decision are involved.

If requested to do so at least 48 hours before a meeting held in public, the Board shall make a good faith effort to provide an interpreter for hearing-impaired persons. **If the meeting is being held upon less than 48 hours' notice and a request for an interpreter is made, the Board shall make a reasonable effort to have an interpreter present.** Other appropriate auxiliary aids and services will be provided upon request and appropriate advance notice.

If requested to do so at least 72 hours before a meeting held in public, the Board will make a reasonable effort to provide translation services.

All meetings held in public shall comply with the Oregon Indoor Clean Air Act.

The possession of dangerous or deadly weapons and firearms, as defined in law and Board policy, is prohibited on district property.

1. Regular, Special and Emergency Meetings

Generally, a regular Board meeting will be held each month. The regular meeting schedule will be established at the annual organizational meeting and may be changed by the Board with proper notice. The purpose of each regular monthly meeting will be to conduct the regular Board business.

No later than the next regular meeting following July 1, the Board will hold the annual organizational meeting to elect Board officers for the coming year and to establish the year's schedule of Board meetings. In Board election years (odd numbered years), the first meeting will be held no later than July 31.

Special meetings can be convened by the Board chair, upon request of three Board members, or by common consent of the Board at any time to discuss any topic. A special meeting may ~~also~~ be scheduled if less than a quorum is present at a meeting, ~~or~~ additional business still needs to be conducted at the ending time of a meeting, **conducting business prior to the next regular meeting would be advantageous to the district or other reasons.** At least 24 hours' notice must be provided to all Board members, the news media, which have requested notice, and the general public for any special meeting.

Emergency meetings can be called by the Board in the case of an actual emergency upon appropriate notice under the circumstances. The minutes of the emergency meeting must describe the emergency. Only topics necessitated by the emergency may be discussed or acted upon at the emergency meeting.

2. Communications Outside of Board Meetings

Communications, to, by and among a quorum of Board members outside of a legally called Board meeting, in their capacity as Board members, shall not be used for the purpose of discussing district business. **This includes electronic, video or telephonic communications, serial electronic communications among participants and using an intermediary to communicate among participants.** ~~Such~~**This includes electronic communication.** Electronic communications among Board members shall be limited to messages not involving deliberation, debate, decision-making or gathering of information on which to deliberate.

~~Electronic communications may contain:~~

- a. ~~Agenda item suggestions;~~
- b. ~~Reminders regarding meeting times, dates and places;~~
- c. ~~Board meeting agendas or information concerning agenda items;~~
- d. ~~One way information from Board members or the superintendent to each Board member (e.g., an article on student achievement or to share a report on district progress on goals);~~
- e. ~~Individual responses to questions posed by community members, subject to other limitations in Board policy.~~

Communications outside of a Board meeting may contain:

f.a. Communications to, between or among members of a governing body that are:

- (1) Purely factual or educational in nature and that convey no deliberation or decision on any matter that might reasonably come before the Board (including agendas and information concerning agenda items);
 - (2) Not related to any matter that, at any time, could reasonably be foreseen to come before the Board for deliberation and decision; or
 - (3) Nonsubstantive in nature, such as communication relating to scheduling, leaves of absence and other similar matters; or
- b. Individual responses to questions posed by community members, subject to other limitations in Board policy.

E-mails sent to other Board members will have the following notice:

Important: Please do not reply or forward this communication if this communication constitutes a decision or deliberation toward a decision between and among a quorum of a governing body which could be considered a public meeting. Electronic communications on district business are governed by public meetings law.

3. Private or Social Meetings

Private or social meetings of a quorum of the Board for the purpose of making a decision or to deliberate toward a decision on any matter are prohibited by ~~the~~ public meetings law.

4. Work Sessions

The Board may use regular or special meetings for the purpose of conducting work sessions to provide its members with opportunities for planning and thoughtful discussion. Work sessions will be conducted in accordance with ~~the~~ state law on public meetings, including notice and minutes. The Board may make official decisions during a work session. Generally, Boards do not take official action during work sessions, although there is no legal prohibition to do so.

5. Executive Sessions

Executive sessions may be held as an agenda item during regular, special or emergency meetings for a reason permitted by law. (See Board policy BDC - Executive Sessions)

Complaints regarding public meetings laws can be filed with the Board in accordance with Board Policy KL – Public Complaints. The Board will respond and provide a copy of the complaint and response to the Oregon Government Ethics Commission within 21 days in accordance with state law.⁵

{⁶}Mandatory Training

Every member of the Board shall attend or view a training on public meetings law prepared or approved by the Oregon Government Ethics Commission (OGEC) at least once during the Board member’s term of office and shall verify attendance in accordance with OGEC procedures.

END OF POLICY

Legal Reference(s):

[ORS Chapter 192](#)

[ORS 255.335](#)

[ORS 433.835 - 433.875](#)

[ORS 332.040 - 332.061](#)

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

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

OR. ATTY. GEN. Public Records and Meetings Manual.

[House Bill 2805](#) (2023).

Cross Reference(s):

~~ACA – Americans with Disabilities Act~~

~~BDC – Executive Sessions~~

⁵ See [House Bill 2805 \(2023\) Section 5\(2\)](#) for requirements of the response.

⁶ {This is required for Board members in districts with total expenditures for a fiscal year of \$1 million or more. This number will be reviewed by OGEC at least once every five years. If the district has total expenditures of less than \$1 million, this language can be kept, but “shall” should be replaced with “is encouraged to.”}

Phoenix-Talent Schools District 4

Code: BDC
Adopted: 2/06/20
Revised/Readopted: 1/13/22
Orig. Code(s): BDC

Executive Sessions

The Board may meet in executive session to discuss subjects allowed by statute but may not take final action except for the expulsion of a student and matters pertaining to or examination of the confidential records of the student.

An executive session may be **included as an agenda item** ~~convened by order of an existing meeting [in accordance with the Board policy BDDC chair, upon request of three Board Meeting Agenda] members~~ or **held as its own meeting**. Proper notice is required.

If open session is held prior to the executive session, the ~~by common consent of the Board for a purpose authorized under Oregon Revised Statute (ORS) 192.660 during a regular, special or emergency meeting.~~ The presiding officer will announce the executive session by identifying the authorization under **Oregon Revised Statute (ORS) 192.660 or ORS 332.061** for holding such session and by noting the subject of the executive session.

The Board may hold an executive session:

1. To consider the employment of a public officer, employee, staff member or individual agent. ¹ (ORS 192.660(2)(a))
2. To consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer², employee, staff member or individual agent who does not request an open hearing. (ORS 192.660(2)(b))
3. To conduct deliberations with persons designated by the governing body to carry on labor negotiations. (ORS 192.660(2)(d))
4. To conduct deliberations with persons designated by the governing body to negotiate real property transactions. (ORS 192.660(2)(e))
5. To consider information or records that are exempt by law from public inspection.

¹ This provision does not apply to the filling of a vacancy in elective office or on any public committee, commission or other advisory group; or for the consideration of general employment policies. Prior to holding an executive session under ORS 192.660(2)(a), the Board must ensure

- a. The vacancy has been advertised;
- b. Regular hiring procedures have been adopted;
- c. If hiring an officer, the public has had the opportunity to comment on the employment of the officer; and
- d. If hiring a chief executive officer, the Board has adopted hiring standards, criteria and policy directives in meetings open to the public in which the public has had the opportunity to comment on the standards, criteria and policy directives.

² To determine whether the individual involved is considered a public officer, consult with legal counsel.

(ORS 192.660(2)(f))

6. To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed. (ORS 192.660(2)(h))
7. To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing. (ORS 192.660(2)(i))
8. To consider matters relating to school safety or a plan that responds to safety threats made toward a school. (ORS 192.660(2)(k))
9. **To consider matters relating to the safety of the governing body and of public body staff and volunteers and the security of public body facilities and meeting spaces. (ORS 192.660(2)(o))**
10. **To consider matters relating to cyber security infrastructure and responses to cyber security threats. (ORS 192.660(2)(p))**
11. To review the expulsion of a minor student from a public elementary or secondary school. (ORS 332.061(1)(a))
12. To **review** discuss matters pertaining to or examination of the confidential records of a student. (ORS 332.061(1)(b))

Members of the press may attend executive sessions except those matters pertaining to:

1. Deliberations with persons designated by the Board to carry on labor negotiations;
2. Hearings on the expulsion of a minor student or examination of the confidential records of a student; and
3. Current litigation or litigation likely to be filed if the member of the news media is a party to the litigation or is an employee, agent or contractor of a news media organization that is a party to the litigation.

If an executive session is held pursuant to ORS 332.061, the following shall not be made public: the name of the minor student; the issue, including the student's confidential records; the discussion; and each Board member's vote on the issue.

Minutes shall be kept for all executive sessions.

Content discussed in executive sessions is confidential **except as provided by law. Board members and the media are instructed not to disclose information obtained in executive session except when specifically authorized to do so or as required by law.**

END OF POLICY

Legal Reference(s):

[ORS 192.660](#)

[ORS 332.045](#)

[ORS 332.061](#)

Executive Sessions – BDC

2-3

OR. ATTY. GEN. Public Records and Meetings Manual.
Oregon Government Ethics Commission, [Staff Advisory Opinion](#) No. 22-106S
[House Bill 2806](#) (2023)

Cross Reference(s):

BD/BDA - Board Meetings/Regular Board Meetings
BDDG - Minutes
CBG - Evaluation of the Superintendent



Phoenix-Talent Schools 2021-2022 Annual Report Student Investment Account

Escuelas Phoenix-Talent Informe anual 2022-2023 Student Investment Account

The Oregon Legislature passed the Student Success Act in 2019 including the Student Investment Account for K-12 students. The Student Investment Account is a grant available to all Oregon school districts and eligible charter schools established for two purposes: (1) meeting students' mental or behavioral health needs and (2) improving academic outcomes and reducing academic disparities for students of color, students who are tribal citizens, students with disabilities, emerging bilingual students, and students navigating homelessness, and foster care. The Student Investment Account grants give districts wide latitude in determining through the engagement process how best to use the allocated funds to improve outcomes for students as long as the use falls within one of four allowable categories: (1) increased instructional time, (2) improving student health and safety, (3) reducing class size, and (4) well rounded education.

The [attached spending report](#) shows how Phoenix-Talent Schools utilized the Student Investment Account grant during the 2022-2023 school year. The report also includes questions from the Oregon Department of Education and our school district's answers.

La Legislatura de Oregon aprobó la Ley de Éxito Estudiantil en 2019, incluida la Cuenta de Inversión Estudiantil para estudiantes K-12. La Cuenta de Inversión Estudiantil es una subvención disponible para todos los distritos escolares de Oregon y las escuelas autónomas elegibles establecidas con dos propósitos: (1) satisfacer las necesidades de salud mental o conductual de los estudiantes y (2) mejorar los resultados académicos y reducir las disparidades académicas para los estudiantes de color, estudiantes que son ciudadanos tribales, estudiantes con discapacidades, estudiantes bilingües emergentes y

estudiantes que navegan por la falta de vivienda y el cuidado de crianza. Las subvenciones de la Cuenta de Inversión Estudiantil dan a los distritos una amplia libertad pEspañolsp=sharingara determinar a través del proceso de participación la mejor manera de usar los fondos asignados para mejorar los resultados para los estudiantes, siempre que el uso se encuentre dentro de una de las cuatro categorías permitidas: (1) aumento del tiempo de instrucción, (2) mejorar la salud y seguridad de los estudiantes, (3) reducir el tamaño de las clases y (4) una educación integral. El informe de gastos adjunto muestra cómo las escuelas Phoenix-Talent utilizaron la subvención de la Cuenta de inversión estudiantil durante el año escolar 2021-2022. El informe también incluye preguntas del Departamento de Educación de Oregon y las respuestas de nuestro distrito escolar.

[SIA Annual Financial Report \(Click Here\)](#)

[En Español](#)

What changes in behavior, actions, policies or practices have you observed related to SIA implementation during the 2022-23 school year? How do you see these changes contributing to the goals and outcomes in your SIA plan?

We revised activities on our plan in order to build a new space for a La Clinica Health Center on our high school campus. We remodeled a classroom and were able to open the clinic before school started. It is staffed with a nurse and two Mental Health Therapists. The need for mental health support in our district was desperate following the Alameda Fire and continued throughout last year. The therapists have full caseloads of 26 students each. The new clinic is much more private, and is situated in a more secluded spot with a separate entrance for families if their child needs them to come in. This change to our activities has ensured we are having an impact in our outcome of students and their families receive needed mental and behavioral health support by qualified, trained staff and through community partnerships.

Our SIA Committee continues to stay strong and viable with community members, representatives from SOU, students and families, and staff. Positions on the committee are easy to fill because members feel empowered and see the impact of the SIA activities. Our engagement activities also continue to stay strong; we do them every year. This includes listening sessions, surveys, interviews, etc. It has become our culture; it is how we do business. The SIA Committee has become systematized with definite inclusive structures in place.

Another SIA outcome from our plan we have seen an impact on is our ability to create more culturally relevant and authentic learning opportunities outside the typical school day/year. We had a huge shift in the culture of performing arts in our district because of adding music and band. We have a K-12 approach with some of the money spent on instruments; our bands are a big deal. There is only one parade in our city, and it is our High School Homecoming Parade where every school participates with floats and of course, a marching band. We even have some music-based groups that work with our focal students, such as students with disabilities, students of color, neurodivergent club. This provides all students equal access to the Arts. Between the musical events and the High School Theater productions, the whole community participates; that engagement piece is also part of the culture of our district.

What barriers or challenges to SIA implementation have you experienced that are helpful for your community and/or state leaders to be aware of? What adjustments, if any, did you make to your SIA plan as a result of these challenges?

We cannot reiterate loudly enough to our state leaders our appreciation for the SIA funding and the ADM security supported by the legislature for districts in the state effected by the wildfires. It came at a time of our highest need, particularly for the

mental health support of our students following the Alameda Fire. The funding is keeping us steady. With the ADM security ending next year and a drop in enrollment of approximately 350 students, we will certainly face more challenges regarding funding issues and are working strategically to plan for these budgetary challenges. One way we are being proactive in preparing for a reduction in our budget is through the implementation model we have with La Clinica. We structured the funding where we paid for La Clinica's first two years and then the clinics will be self-sustaining. They will be able to run without district funding which will allow us to provide the same level of service to our community.

Including a Charter School can be challenging. Their priorities are somewhat different. They respond to their own Governing Board and then must also respond to our School Board. The Charter School does not have the same instructional hours as the rest of the district. Helping them implement new legislative requirements, such as SB 819, puts a draw on the district.

Another challenge we continue to face has been finding people to staff positions who have the right qualifications. The shortages have impacted the district in several ways such as our need for a Speech and Language Pathologist. We ended up with two SLP assistants instead.

SIA implementation includes ongoing engagement with all students, focal students, families, staff, and community partners. How have relationships with or between those groups changed and/or been maintained throughout this academic year? Consider the Community Engagement Toolkit (see link below) and where your efforts might land on the spectrum as you complete your response.

Our district places a high value on family engagement. We strive to include in our engagement process new families and new staff members and deepen our collaboration with community partners. La Clinica is a prime example of this with our new School-Based Health Center which is extremely popular with the community.

The SIA Committee is stronger than ever; the more we learn, the better we do. We keep trying new techniques to involve families as partners and are very intentional in seeking out families who have traditionally gone unheard. Inviting families to listening sessions around school data was one of our strategies. Another shift in family engagement is intentionally focusing on capacity-building where family engagement is an instructional strategy. Family events are structured around building an academic partnership with our families, and these new activities have been well received. We know we want to improve our system of 2-way communication with parents, particularly at the middle

and high schools. We want our families to work together as teams moving through the K-12 system with everybody informed and all voices are heard.

As you think about what guided your choices and prioritization efforts in this year of SIA implementation, what stands out? How will what you've learned this year impact future SIA implementation efforts?

The feedback gathered through surveys, listening sessions, focus groups, and empathy interviews really drove our prioritization efforts. One of our biggest priorities was mental health and we have seen the positive impact of that investment of our SIA funds in all schools. An expansion of services was asked for by the community and our SIA Committee answered that request by starting La Clinica health services at the high school in addition to the other school-based clinics already in place. The need for remodeling a classroom into a more private health center quickly became apparent, so that was another improvement. It continues to be one of our priorities that we want to sustain.

A lot of families have told us the music program should also continue to be a priority. There has been a great deal of community pride around this with many performances bringing everyone together in celebration.

We did not hire as many Instructional Assistants as we intended due to a drop in enrollment. With the rebuilding of the community, predicting enrollment can be challenging. Too many families still have nowhere to live.

Because some of our federal funding is going away, we really need to look at data moving forward to determine what has been the most impactful and make some hard budgeting choices.

Overwhelmingly, all staff, students, and families communicated that the priorities being implemented are still the priorities of the community moving forward. That is reflected in the development of our Integrated Programs Plan.



Activities and Budget 22-23 - Phoenix-Talent SD 4

Activity Number	Activity	2022-23 (Y2) Budgeted Cost	Total Spent 2022-23	Allowable Use Category	Object Code	FTE	FTE Type	Partnership	Q2 Progress Notes (7/1/22-12/31/22)	Q2 Progress Rating (7/1/22-12/31/22)	Q2 Amount Spent (7/1/22-12/31/22)	Q3 Progress Notes (1/1/23-3/31/23)	Q3 Progress Rating (1/1/23-3/31/23)	Q3 Amount Spent (1/1/23-3/31/23)	Q4 Progress Notes (4/1/23-9/30/23)	Q4 Progress Rating (4/1/23-9/30/23)	Q4 Amount Spent (4/1/23-9/30/23)	Unspent Funds 2022-23		
Total		\$1,982,333.35	\$1,982,333.35								\$473,362.07			\$541,664.38			\$967,306.90	\$0.00		
2	Hire 16 additional Instructional Assistants for all Kindergarten classrooms and 1 Instructional Assistant grade level 1 & 2 at each elementary building	\$650,000.00	\$572,759.05	RCS	112	13.25	Literacy: Teacher/Coach/Assistant/TOSA		Staff hired	●	\$175,151.00	In place	●	\$162,535.34			\$235,072.71			
3	Contract with La Clinica to provide School Based Health services at Phoenix High School	\$200,000.00	\$105,036.00	H&S	31x				In place and looking to expand services with a federal mental health grant	●		In place	●	\$52,518.00			\$52,518.00			
4	Contract with SOESD for funding ASL counselor for students with hearing impairments	\$7,200.00	\$5,197.67	H&S	31x				In place but paid for with available Choice & Equity funds	●		In place, but purchased through Choice and Equity funds	●				\$5,197.67			
5	Contract with Talent Police Department for School Resource Officer	\$40,000.00	\$33,686.05	H&S	31x				In place	●	\$3,532.88	In place	●	\$18,559.00			\$11,594.17			
6	Hire Phoenix Talent Rising Academy Teachers	\$170,000.00	\$154,779.53	RCS	111	1.6	General Education		In place	●	\$42,839.22	In place	●	\$42,026.42			\$69,913.89			
7	Hire Phoenix Talent Rising Academy Instructional Aide	\$70,000.00	\$57,719.20	RCS	112	1	Literacy:		In place	●	\$17,349.34	In place	●	\$17,355.01			\$23,014.85			
8	Hire SLP for inclusion, assessment, and class size reduction	\$0.00	\$0.00	RCS					In place, but currently using ESSER funds as SLP is	●		In place, but currently using ESSER funds as SLP is serving as a	●				\$0.00			
9	Hire bilingual instructional aides at Talent Middle School	\$86,000.00	\$84,550.03	OCG	112	1.75	Dual Language:		Staff hired	●	\$23,617.00	In place	●	\$21,895.56			\$39,037.47			
10	Administrative	\$85,584.00	\$0.00	ADMIN	ADMIN	0				●		Adjusting amounts	●				\$0.00			
11	Music teachers (1 middle school, 2 elementary, band aide)	\$340,000.00	\$330,597.86	WRE	111	3.875	Music/Band/Choir:		In place	●	\$84,454.68	In place	●	\$95,665.10			\$150,478.08			
12	Diversity, Equity, & Inclusion Co-Facilitators' Stipends	\$3,750.00	\$0.00	WRE	13x				DEI co-facilitators resigned from position, but we have an	●		DEI co-facilitators resigned from position, but we	●				\$0.00			
13	Extended Learning - PHS Morning Class (Stipend)	\$0.00	\$0.00	IIT	13x				Just started class for second semester	●		Started second semester	●				\$0.00			
14	Pay time for employees to attend SOESD Equity Course	\$7,500.00	\$0.00	WRE	13x				To occur	●			●				\$0.00			
15	Stipends for affinity club advisors	\$38,194.00	\$12,703.02	WRE	13x				In place with more clubs being offered second semester	●	\$918.98	In place	●	\$6,383.66			\$5,400.38			
16	Culturally-relevant curriculum and materials	\$0.00	\$343.27	WRE	4xx				In place with more clubs being offered second semester	●		More materials to be purchased this summer (in	●	\$343.27			\$0.00			
17	Materials for affinity clubs (15 clubs) (Strategy #5)	\$7,500.00	\$1,924.53	WRE	4xx				In place with more clubs being offered second semester	●		In place	●	\$353.00			\$1,571.53			
18	Engagement Sessions Supplies (Strategy #5)	\$500.00	\$186.15	OCG	4xx				Occuring now	●		In place - still spending	●	\$186.15			\$0.00			
19	PTRA Administrator 0.4 FTE	\$67,500.00	\$60,144.62	RCS	113	0.4	Other		In place	●	\$18,078.32	In place	●	\$17,380.47			\$24,685.83			
20	Hire School Psychologist	\$92,000.00	\$92,266.70	H&S	111	1	Qualified Mental		In place	●	\$24,992.41	In place	●	\$24,166.07			\$43,108.22			
21	Listening Sessions Supplies	\$2,000.00	\$386.55	OCG	4xx				Occuring currently	●		Three sessions occurred (two more scheduled)	●				\$386.55			
22	SEE-KS Training (Universal Design for Learning)	\$20,000.00	\$21,718.71	H&S	31x				Occured with ongoing coaching	●		Occured - still subs for on-site coaching	●	\$19,093.14			\$2,625.57			
23	Youth Sports Coordinators Stipends	\$7,500.00	\$14,546.17	WRE	13x				In place	●	\$7,262.97	In place	●	\$2,675.75			\$4,607.45			
24	Alcohol/Drug Support Services	\$5,000.00	\$0.00	H&S	31x				In place	●		In place with La Clinica	●				\$0.00			
24	Music instruments and materials	\$82,105.35	\$138,463.60	WRE	4xx				Purchased	●	\$75,165.27	Purchased. Transferred from Administrative budget to increase budget	●	\$ 60,528.44			\$2,769.89			
			\$295,324.64																\$295,324.64	
																Phoenix High School space renovation for the School Based Mental Health Clinic		\$295,324.64		

Phoenix-Talent SD Codevelopment Data Projections

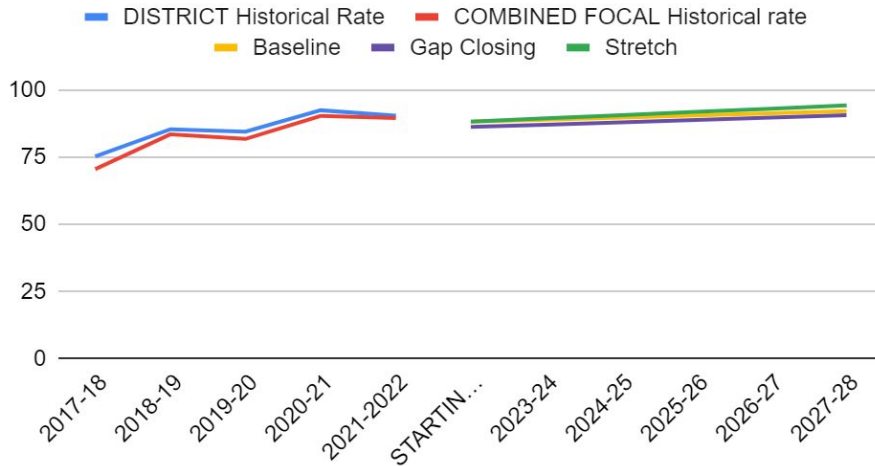
2023-2028

4 Yr Graduation

Phoenix-Talent SD	2015-2016	2016-2017	2017-18	2018-19	2019-20	2020-21	2021-2022
DISTRICT Historical Rate			75.25	85.34	84.46	92.39	90.43
COMBINED FOCAL Historical rate			70.55	83.44	81.76	90.28	89.47
HISTORICAL GAP	0	0	4.7	1.9	2.7	2.11	0.96
5 year average All	85.4	calculated	85.574	average historical gap	2.474		
5 year average FSG	83.1	calculated	83.1				

				STARTING POINTS	2023-24	2024-25	2025-26	2026-27	2027-28	Total 5 Yr Change	
				Baseline	88.2	88.9	89.7	90.5	91.3	92.1	3.9
				Gap Closing	86.2	87	87.9	88.8	89.7	90.6	4.4
				Stretch	88.2	89.4	90.6	91.8	93	94.2	6
				Gap	2	1.9	1.8	1.7	1.6	1.5	
				Baseline YR to YR		0.7	0.8	0.8	0.8	0.8	
88.155	5 yr avg -lowest year	distric	rounded	Gap Closing Yr to Yr		0.8	0.9	0.9	0.9	0.9	
86.2375	5 yr avg -lowest year	fsg	rounded	Stretch Yr to Yr		1.2	1.2	1.2	1.2	1.2	
1.9175	gap										

4 Year Graduation Rate



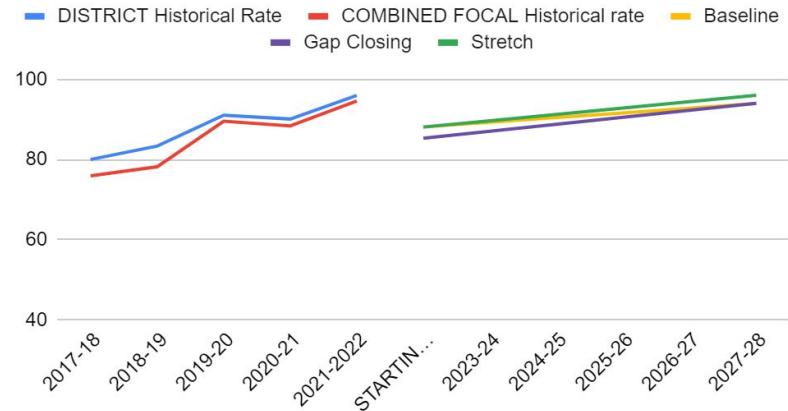
5 Yr Cohort

Phoenix-Talent SD

	2015-2016	2016-2017	2017-18	2018-19	2019-20	2020-21	2021-2022
DISTRICT Historical Rate			80	83.33	91.05	90.1	96
COMBINED FOCAL Historical rate			75.95	78.17	89.54	88.39	94.63
Historical Gap	0	0	4.05	5.16	1.51	1.71	1.37
5 year average All	none given	calculated avg	88.096				
5 year average FSG	85.3	calculated avg	85.336				

	STARTING POINTS	2023-24	2024-25	2025-26	2026-27	2027-28	Total 5 Yr Change
Baseline	88.1	89.3	90.5	91.6	92.8	94	5.9
Gap Closing	85.3	87.04	88.78	90.52	92.26	94	8.7
Stretch	88.1	89.68	91.26	92.84	94.42	96	7.9
Gap - Base	2.8	2.26	1.72	1.08	0.54	0	
Baseline YR to YR		1.2	1.2	1.1	1.2	1.2	
Gap Closing Yr to Yr		1.74	1.74	1.74	1.74	1.74	
Stretch Yr to Yr		1.58	1.58	1.58	1.58	1.58	

5 Year Cohort Completion

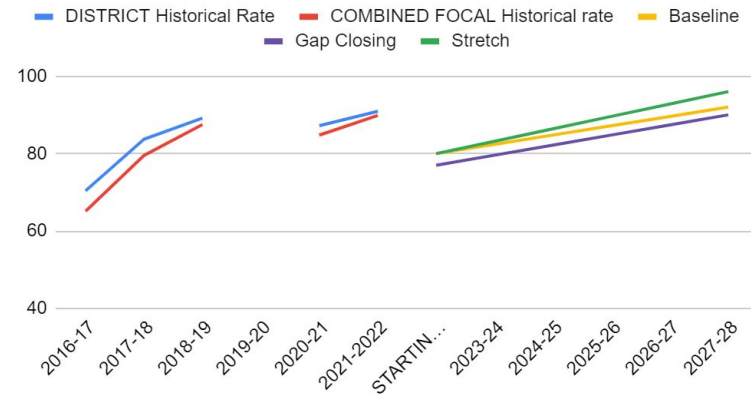


9th GOT

Phoenix-Talent SD	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-2022
DISTRICT Historical Rate		70.43	83.72	89.14		87.21	90.91
COMBINED FOCAL Historical rate		65.15	79.53	87.5		84.78	89.84
Historical gap		0	5.28	4.19	1.64	0	2.43
5 year average All		84.1	calculated avg	84.282			
5 year average FSG		81.3	calculated avg	81.36			

	STARTING POINTS	2023-24	2024-25	2025-26	2026-27	2027-28	Total 5 Yr Change
Baseline	80	82.4	84.8	87.2	89.6	92	12
Gap Closing	77	79.6	82.2	84.8	87.4	90	13
Stretch	80	83.2	86.4	89.6	92.8	96	16
Gap - Base	3	2.8	2.6	2.4	2.2	2	
Baseline YR to YR		2.4	2.4	2.4	2.4	2.4	
Gap Closing Yr to Yr		2.6	2.6	2.6	2.6	2.6	
Stretch Yr to Yr		3.2	3.2	3.2	3.2	3.2	

9th Grade on Track

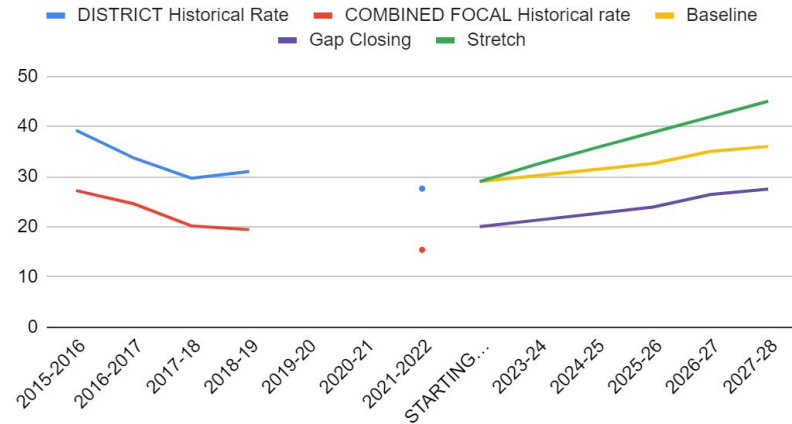


3rd Grade ELA

Phoenix-Talent SD		2015-2016	2016-2017	2017-18	2018-19	2019-20	2020-21	2021-2022
DISTRICT Historical Rate		39.23	33.7	29.67	31.02			27.59
COMBINED FOCAL Historical rate		27.21	24.56	20.14	19.41			15.38
Historical Gap		12.02	9.14	9.53	11.61	0	0	12.21
5 year average All		32.36	calculated avg		32.242			
5 year average FSG		21.19	calculated avg		21.34			

	STARTING POINTS	2023-24	2024-25	2025-26	2026-27	2027-28	Total 5 Yr Change
Baseline	29	30.2	31.4	32.6	35	36	7
Gap Closing	20	21.3	22.6	23.9	26.4	27.5	7.5
Stretch	29	32.5	35.7	38.8	41.9	45	16
Gap - Base	9	8.9	8.8	8.7	8.6	8.5	
Baseline YR to YR			1.2	1.2	1.2	2.4	1
Gap Closing Yr to Yr			1.3	1.3	1.3	2.5	1.1
Stretch Yr to Yr			3.5	3.2	3.1	3.1	3.1

3rd Grade ELA

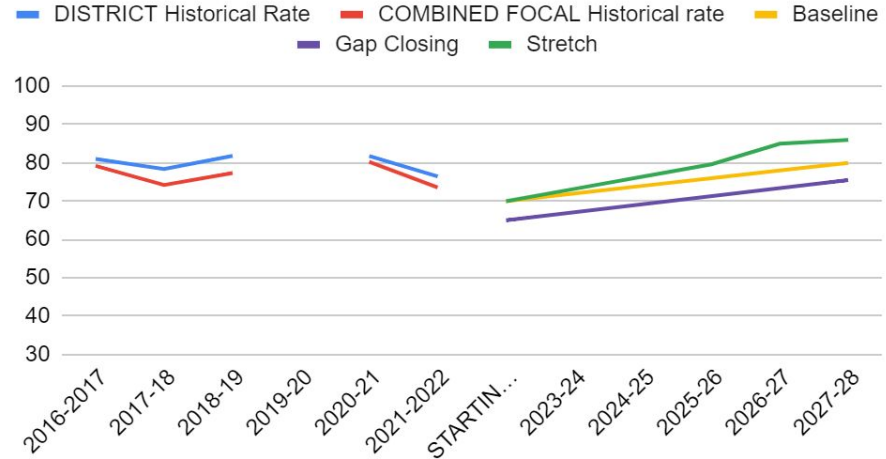


Regular Attenders

Phoenix-Talent SD	2015-2016	2016-2017	2017-18	2018-19	2019-20	2020-21	2021-2022
DISTRICT Historical Rate		81.04	78.39	81.83		81.77	76.44
COMBINED FOCAL Historical rate		79.21	74.25	77.34		80.23	73.55
Historical Gap		0.00%	1.83	4.14	4.49	0	1.54
5 year average All		79.95	calculated avg	79.894			
5 year average FSG		76.98	calculated avg	76.916			

	STARTING POINTS	2023-24	2024-25	2025-26	2026-27	2027-28	Total 5 Yr Change
Baseline	70	72	74	76	78	80	10
Gap Closing	65	67.1	69.2	71.3	73.4	75.5	10.5
Stretch	70	73.2	76.4	79.6	85	86	16
GAP (Baseline -Gap-closing)	5	4.9	4.8	4.7	4.6	4.5	
Baseline YR to YR			2	2	2	2	
Gap Closing Yr to Yr			2.1	2.1	2.1	2.1	
Stretch Yr to Yr			3.2	3.2	3.2	5.4	1

Regular Attenders



Early Literacy Grant

Allowable Uses:

- Professional Development and Coaching
- Extended Learning
- High-Dosage Tutoring
- Student Growth Assessment

Assurances

Early Literacy Success School District Grant - Specific Assurances

By checking the following boxes, the applicant agrees that they:

- Have reviewed their early literacy program to identify areas of alignment with Oregon's Early Literacy Framework: A Strong Foundation for Readers and Writers (K-5) and the applicant's work will align with the definitions included in the [Early Literacy Success Initiative](#)
- Have reviewed the reporting requirements in Section 6 (2) of the [Early Literacy Success Initiative](#) and included in the Early Literacy Success School District Grants Application Guidance.
- Use literacy assessments, tools, curricula and digital resources that are reflected in the inventory and that they are based on research-aligned literacy strategies and are formative, diagnostic and culturally responsive; and if not, have indicated planned changes to ensure this requirement is met.*
- Will provide professional development and coaching in research-aligned literacy strategies to teachers and administrators in early elementary grades to improve early literacy instruction; and if not, have provided a rationale and description of how they will plan to do so in the future.
- Will provide extended learning programs that use research-aligned literacy strategies to students in early elementary grades by licensed teachers or by qualified tutors; and if not, have provided a rationale and description of how they will plan to do so in the future.
- Will provide high-dosage tutoring to students in early elementary grades that integrates reading and writing and that is delivered by a qualified tutor using developmentally appropriate practices; and if not, have provided a rationale and description of how they will plan to do so in the future.
- Have a student growth assessment (or have described that they will obtain one) that produces data that can be disaggregated by student groups who have historically experienced academic disparities (as defined in the [Early Literacy Success Initiative](#)).

- ☑ Compliance with all applicable state and federal civil rights laws, to the effect that no person shall be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity on the basis of race, color, national origin, sex, sexual orientation, marital status, gender identity, religion, age, or disability.

Program Review Tool Questions

1. Student Belonging

([Framework Section 1, pg 8.](#))

Indicators in a research-aligned, culturally responsive literacy program:

- Student belonging and safety is prioritized as a foundation for learning.
- Educators approach instruction with an assets-based lens, providing high expectations with responsive and specific feedback and support (warm demanders, teaching with students’ “academic prowess” at the center).
- Educators understand their role in working toward a shared vision for literacy.
- Educators are provided time and support to examine biases to ensure literacy engagement, growth and achievement for every child.
- Instruction builds awareness of various perspectives, addressing the experiences of diverse populations, while also exposing and disrupting negative stereotypes that may be present in materials.
- Curriculum and materials reflect and honor student identity, home languages, and culture.
- Social and emotional learning is provided in the classroom, allowing children to practice peer-to-peer listening and speaking, and normalizes the “risk, fail, try again” stamina that supports literacy achievement.

What evidence do you have regarding Student Belonging indicators being embedded in your early literacy program? (i.e., curriculum and materials, assessment, vision for early literacy, professional development, instructional practices, etc.)

We aim to promote a research-aligned, culturally responsive literacy program grounded in equity, and inclusive practices. The use of the Amplify curriculum has reinforced the development of compassionate rigor within our schools. Within our literacy program, we have worked to support all students, particularly those from historically marginalized groups, by using the NYC Culturally Responsive Curriculum Scorecards when selecting our curriculum. Additionally, in efforts to affirm the intersectionality of students, to honor and recognize the multifaceted aspects of their cultural identity, we provide literacy instruction in both English and Spanish in our dual-language programs and choose books that reflect different cultures, languages, abilities, and family structures. By doing this, our goal is to help students "see" themselves in the literature we are asking them to read, write, and communicate. With the

foundational belief that all learners are capable of reaching high standards, teachers are aided in their acquisition of strategies and practices that support Social and Emotional Learning within the classroom by aligning our implementation of RULER PD and trauma-informed practices. By strengthening SEL in conjunction with rigorous standards, our objective is to help students connect, access their own voice, and build community inside the classroom.

2. Family and Community Partnerships

([Framework Section 2, pg 13.](#))

Indicators in a research-aligned, culturally responsive literacy program:

- Families are honored as students' first teachers and are seen as important allies in advancing student learning.
- Families, caregivers, and communities are actively engaged to support literacy learning inside and outside the classroom.
- Early learning and [Kindergarten Guidelines](#) are an integral resource for planning.
- Educators understand the progressions of what children know and are able to demonstrate in early childhood, at kindergarten entry, and at the end of kindergarten.
- Caregivers are provided information on developmental milestones and support to supplement and reinforce literacy learning at home.
- Early education and care providers have a framework for planning high-quality facilitated play and individualized instruction and support services.
- Elementary schools have well-equipped libraries, staffed by full-time, certified teacher-librarians.
- Educators collaborate with community systems of care (e.g., community-based organizations) to provide opportunities for formal and informal learning.

What evidence do you have regarding Family and Community Partnership indicators being embedded in your early literacy program? (i.e., curriculum and materials, assessment, vision for early literacy, professional development, instructional practices, etc.)

Parents and caregivers are honored as their child's first teachers in supporting early literacy development in school, at home, and in the community. Teachers support and engage families as full partners through our literacy-based family engagement nights. Families are provided with information on developmental milestones, the importance of reading daily with their child to encourage a love of books, and strategies for supporting home language and dual language development. Kindergarten curricula reflect high-quality facilitated activities and individualized assessment instruction and support services including DIBELS and iReady. The research-based literacy curriculum used in our Kindergarten (and all K-8) classrooms is Amplify CKLA and Caminos. Early Literacy professional development for teachers includes mentoring for new teachers and instructional coaching. Well-equipped school libraries play a vital role in fostering a lifelong love of learning and positive outcomes on student reading achievement. For students in focal groups, school libraries can help bridge the opportunity gap for students from historically and systemically marginalized communities by providing equitable access to books and a welcoming supportive environment. In our district, the school library is staffed by a classified assistant under the

consultation of a licensed librarian through the ESD. Our district also collaborates with community systems of care that provide opportunities for formal and informal learning such as Head Start, early learning hub, the YMCA, the Boys and Girls Club, and the Family Nurturing Center. We have received the Kinder Jump Start grant for the past two years.

3. Oral Language as the Root of Literacy Development

[\(Framework Section 3, pg 19.\)](#)

Indicators in a research-aligned, culturally responsive literacy program:

- Educators and families understand that a child’s ability to read and write is predicated on oral language because of the primary role oral language plays in laying the groundwork for foundational literacy skills.
- Children are actively taught to blend sounds into words, and segment words into sounds (phonemic awareness).
- To the greatest extent possible, educators provide opportunities to practice and develop oral language in students’ home languages, as well as English.
- Educators learn about the cultural and linguistic backgrounds of children in their care and value each child’s linguistic strengths.
- Indigenous languages are honored.
- Educators use storytelling to bring life to students’ (and their ancestors’) histories, cultures, and traditions.
- Educators are aware that language varieties are linguistically equal, and use strategies to support multi-dialectal students.

What evidence do you have regarding Oral Language as a Root of Literacy Development indicators being embedded in your early literacy program? (i.e., curriculum and materials, assessment, vision for early literacy, professional development, instructional practices, etc.)

A robust oral language development lays the groundwork for effective phonemic awareness, which is the starting block for decoding and encoding language. As such, our literacy program, Amplify CKLA and Caminos promotes consistent exposure to rich language environments that include the use of storytelling to promote oral language development as well as to honor and value the varying home languages, dialects, and cultural histories oral language contains and preserves. Through the use of home language surveys, community engagement activities, and family literacy night educators learn about the diverse cultural and linguistic backgrounds of the students and community they serve. Teachers engage students in oral language development tasks such as Amplify Caminos and Estrellitas in English as well as in their home language. Our standards-aligned literacy curriculum, Amplify, along with equitable and inclusive instructional practices helps to ensure that students are actively taught phonemic awareness. Multilingual students continue to develop their home language through our Two-Way Immersion program, as this is foundational to their literacy development. SEE-KS, SIOP, GLAD, EDI, and UDL professional learning opportunities prepare our educators to provide mastery-level feedback to all students, through asset-based instruction and assessment. In this way, educators support multi-dialectic, multilingual, and monolingual students to develop strong early literacy skills.

4. Reading Models Based in Research

([Framework Section 4 pg 24.](#))

Indicators in a research-aligned, culturally responsive literacy program:

- Educators understand that reading research, often termed “the science of reading,” studies how reading skills develop and helps us to understand what happens in the brain when students learn to read.
- Educators are aware of- and draw from- multiple models of reading (i.e., the Five Pillars of reading, the Simple View of Reading, Scarborough's Rope, the Four-Part Processing Model, and the Active View of Reading) to inform curriculum and instruction.
- Educators understand that, generally, these reading models emphasize the interaction between word-identification and language comprehension.
- Educators understand that the above interaction results in reading comprehension through knowledge of the English writing system; linguistic knowledge; background knowledge; and the type of text, nature of the task, sociocultural context, and executive functions.

What evidence do you have regarding Reading Models Based in Research indicators being embedded in your early literacy program? (i.e., curriculum and materials, vision for early literacy, professional development, instructional practices, etc.)

We value the research that teaches us how reading skills develop and the ways in which the brain learns. The models depicted have informed us as educators about which instructional strategies work, and how to assess the outcomes of our teaching. The Language Arts Adoptions address many of the essential components of literacy. We are finding that our teachers want more professional development on how to most expediently make use of the time spent on word recognition and understanding of spoken language for reading comprehension to occur. The models shown in the Literacy Framework all support this equation. We will benefit from specific training on these models in the future with the help of this Early Literacy Grant. At the present time, professional development takes many forms and some of the ones we support in our district are Teacher Study Groups, PLC time spent on assessments and lesson development to elevate instruction, teacher mentors with reading endorsements, Instructional Coaches working with grade level teams, Literacy Leaders for each building, specific training such as Orton-Gillingham training. There are several different cultures within our district, and we strive to honor, respect, and support each student’s background knowledge, oral language development, and sociocultural experiences.

5. Foundational Skills

([Framework Section 5 pg 32.](#))

Indicators in a research-aligned, culturally responsive literacy program:

- Literacy instruction centers access for all children to experience and practice the full range of literacy skills: phonemic awareness, explicit systematic phonics, vocabulary and language development, comprehension and fluency.

- Foundational skills instruction is part of the core curriculum and materials and are aligned to Oregon’s English Language Arts and Literacy Standards for K-5.
- Foundational skills instruction is integrated into protected daily literacy instruction, with opportunities to practice and apply these skills up to and beyond grade five as necessary.
- Educators follow a clear, intentional scope and sequence based on the learning progression for foundational skills.
- Sufficient instructional time is spent on teaching foundational skills, including related practice with decodable texts and writing.
- Educators employ explicit, systematic, diagnostic, and responsive teaching of the language and literacy skills needed to be a successful reader and writer, recognizing this approach is beneficial for all, and critical for students experiencing reading disabilities, including dyslexia.
- When working with multilingual learners, educators develop oral language, phonological awareness, and vocabulary across each language.
- Education leaders review, adopt, and support the implementation of high-quality instructional materials (i.e., materials that provide explicit and systematic instruction and diagnostic support in concepts of print, letter recognition, phonemic awareness, phonics, word awareness and vocabulary development, syntax, and fluency).

What evidence do you have regarding Foundational Skills indicators being embedded in your early literacy program? (i.e., curriculum and materials, vision for early literacy, professional development, instructional practices, etc.)

Our district closely follows the scope and sequence of our Language Arts adoption and the Language Arts Block each day consisting of 90 minutes of language arts instruction. Foundational skills have long been at the epicenter of the reading programs for K-2 but we now blend them into grades 3, 4, and 5 to support meaning-making. The Learning Progression (found on p. 39 of the framework) shows the importance of continuing to work on foundational skills through the intermediate grades. To ensure every child can read at grade level, we employ the DIBELS and iReady screeners and a Multi-Tiered Support System to structure small group instruction to meet individual needs for foundational skill-building. We have established new data analysis protocols and look closely at the data we gather on each student during data team meetings, PLCs, grade level meetings, parent conferences, and data chats with the students themselves. We work diligently to align our instructional practices with every child’s needs, including multilingual students. Our teachers want ongoing professional learning to support the implementation of the Language Arts adoption. We have provided initial and ongoing training from the publishers and intend to continue with instructional coaching. They also need language acquisition support from their Instructional Coaches and other district professionals.

6. Writing, Reading, Comprehension, Vocabulary, & Background Knowledge

[\(Framework Section 6 pg 43.\)](#)

Indicators in a research-aligned, culturally responsive literacy program:

- Educators provide a text rich environment and connections across texts. Selection of complex and diverse texts purposefully supports comprehension development.
- Educators provide explicit vocabulary instruction on grade-level words including child-friendly explanations and opportunities for children to review and use new words over time (e.g., discussion of texts, discussions of content area learning, semantic maps).
- Students spend a substantial portion of their day engaged in listening to, reading, thinking, talking, and writing about texts.
- Literacy content is well-rounded and includes a broad range of topics and subject areas, including science and social sciences to build background knowledge and support comprehension across subjects.
- Educators continually reflect on the question, “Whose knowledge is being privileged, and how do we ensure we are working from the background knowledge of each student and developing shared understandings?”

What evidence do you have regarding Writing, Reading, Comprehension, Vocabulary, & Background Knowledge indicators being embedded in your early literacy program? (i.e., curriculum and materials, vision for early literacy, professional development, instructional practices, etc.)

We have invested in high-quality reading materials including books, magazines, reference books, etc. for our classrooms and school libraries. These collections include literature as well as informational books that can pique a student’s interest and develop new ways of thinking. We use these books for guided reading, to support the Core Adoption materials, and to broaden the students’ understanding of themselves and a greater sense of the world around them. We intend to add to these collections and will select materials that align with the latest brain research and ODE requirements. Writing and reading are symbiotic and together bring purpose and validity to a child’s growing literacy. We know students’ background knowledge adds to their comprehension and teachers ensure that, prior to reading selections, they allow valuable time for plenty of discussion, so students can learn from one another and hear other points of view. Throughout the entire day, children are busy thinking about their reading, how to discuss it, ways to deeply listen, and how to write their best ideas for a specific purpose.

7. Core Instruction & Assessment

[\(Framework Section 7 pg 54.\)](#)

Indicators in a research-aligned, culturally responsive literacy program:

- Instructional materials are approved by ODE or meet the minimum criterion for adoption.
- Educators avoid “curricular chaos” by aligning instructional materials, strategies, language of instruction, and routines to create a connected literacy learning experience for students.
- All students have ample opportunities to read and/or listen to complex texts that provide an appropriate level of rigor, align with grade-level standards, and support the purpose of instruction.
- Formative assessment process is used by educators and involves students in the course of learning, to respond to, and adjust instruction for growth.

- Educators use early literacy tests, such as universal screeners, as a starting point to get curious about potential areas of growth and by looking at additional data sources to get a clearer picture of students' literacy development.
- Multiple assessment methods are used by educators for their intended purpose, to help both educators and students understand where students are in their learning process and identify next instructional moves.

What evidence do you have regarding Core Instruction and Assessment indicators being embedded in your early literacy program? (i.e., curriculum and materials, vision for early literacy, professional development, instructional practices, etc.)

In collaboration with ORTIi consultants, we have created a team of principals, teachers, and instructional coaches to thoughtfully and sequentially implement all components of the Amplify curriculum at the elementary level, with a focus on foundational skills. This team has developed an implementation and professional development plan following the implementation science methodology.

Title Ia teachers who support early literacy development have been trained in Orton Gillingham methods, as well as having earned a reading endorsement. These professional development opportunities ensure that students have access to consistent, uninterrupted, high-quality core instruction accompanied by Amplify CKLA/Caminos curriculum that aligns instructional materials, strategies, and grade-level standards to create a connected literacy learning experience for all learners.

Furthermore, through the consistent and timely use of iReady and DIBELS assessments, student strengths and areas of growth are identified and communicated to the student to move the learner toward the learning goal. Our educators work within grade-level PLC teams to identify areas within the literacy program that need improvement and generate ideas and tools to expose all students to grade-level texts, and tasks, and talk with asset-based feedback.

8. Reaching All Learners

[\(Framework Section 8 pg 62.\)](#)

Indicators in a research-aligned, culturally responsive literacy program:

- Multilingual learners are given full access to the core curriculum, and provided with comprehensive language development and explicit vocabulary instruction.
- Educators make connections between English and a child's home language so that they can leverage existing knowledge and skill, and whenever possible create opportunities for children to learn to read in their home language.
- Specific approaches are used to support language development and core curriculum access such as sheltering instruction, compacting the curriculum, and providing dual language programs.

- Formative and summative assessments are offered in the student’s home language and English.
- Striving readers have access to extended learning programs that use research-aligned strategies and are provided by licensed teachers or qualified tutors.
- Striving readers have access to high-dosage tutoring programs that use qualified tutors and developmentally appropriate practices.
- Prevention of, and intervention for, early reading difficulties includes a systematic approach for providing increasingly intensified and individualized instructional support informed by multiple data sources and matched to students’ areas of strength and need.
- Instructional support for students with reading and writing difficulties is provided *in addition to* high-quality core literacy instruction.
- Explicit, systematic, evidence-based instruction is provided by qualified educators across all tiers of support.

What evidence do you have regarding Reaching All Learners indicators being embedded in your early literacy program? (i.e., curriculum and materials, vision for early literacy, professional development, instructional practices, etc.)

In order to reach all learners, we recognize that all students are language learners, and the intentional language instruction strategies that are required to help multilingual students access the core curriculum, are also beneficial to monolingual learners. Teachers utilize skills learned from SIOP, CM, and GLAD PD to emphasize oral language and promote student-to-student interactions. Multilingual language learners are ensured core literacy instruction with exposure to rich academic language, and additional language instruction is provided by our English Language Development teachers outside of the core literacy block. Additionally, to honor the student's home language and build confidence and efficacy we utilize a Two-Way Immersion program offering and create opportunities for students to make connections between English and their home language by SIOP strategies.

Phoenix-Talent Schools District 4

Code: GCBDA/GDBDA
Adopted: 3/08/18
Revised/Readopted: 6/16/22
Orig. Code: GCBDA/GDBDA

Family Medical Leave

When applicable, the district will comply with the provisions of the Family and Medical Leave Act (FMLA)^{1}, of 1993, the Oregon Family Leave Act (OFLA)^{2}, of 1995, the Military Family Leave Act as part of the National Defense Authorization Acts of 2008 and for Fiscal Year 2010 (which expanded certain leave to military families and veterans for specific circumstances), the Oregon Military Family Leave Act (OMFLA), Paid Family Medical Leave Insurance (PFMLI) of 2009 and other applicable provisions of state and federal law, Board policies and collective bargaining agreements regarding family medical leave.

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

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

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

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

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

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

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

PMFLI is generally available to district employees who have earned \$1,000 in subject wages or taxable income during the alternate or base years³, contributed to the PMFLI fund in the alternate or base years and are otherwise eligible.⁴

Federal and state leave entitlements generally run concurrently.

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

END OF POLICY

Legal Reference(s):

ORS 332.507	ORS 659A.096	ORS 659B.010
ORS 659A.090	ORS 659A.099	OAR 839-009-0200 - 0320
ORS 659A.093	ORS 659A.150 - 659A.186	

Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2017); 28 C.F.R. Part 35 (2017).
Family and Medical Leave Act, 29 U.S.C. §§ 2601-2654; 5 U.S.C. §§ 6381-6387 (2012); Family and Medical Leave Act, 29 C.F.R. Part 825 (2017).
Americans with Disabilities Act, 42 U.S.C. §§ 12101-12133 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).
Escriba v. Foster Poultry Farms, Inc. 743 F.3d 1236 (9th Cir. 2014).
Senate Bill 999 (2023).

Cross Reference(s):

GCBDD/GDBDD - Sick Time

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

⁴ See OAR 471-070-1010 for additional information.

Phoenix-Talent Schools District 4

Code: GCBDA/GDBDA-AR(1)
Revised/Reviewed:

Family Leave * (Version 1)

{Highly recommended administrative regulation (AR). The law does not require districts to have this information in an AR, but the district is required to follow the law. Having an AR in place can assist with compliance. This AR is intended for districts with 50 or more employees. If the district has between 25 and 50 employees, use version 2 of GCBDA/GDBDA-AR(1) - Family Leave *. If the district does not have 25 employees, the district should not use this AR.}

Employee Eligibility

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

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

Generally, in order for an employee to be eligible for the benefits under OFLA, the employee must work an average of 25 hours or more per week during the 180 calendar days 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 has worked for the district for an average of fewer than 25 hours per week in the 30 days immediately before the date on which the family leave would commence.

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

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

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.

- a. At the beginning of a temporary cessation of scheduled hours of 180 days or less; and
- b. Returns to work at the end of the temporary cessation of scheduled hours of 180 days or less.

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

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

1. An employee taking, in any order, some or all of 12 weeks of OFLA pregnancy disability leave and some or all of 12 weeks of OFLA leave for any other purpose, need not requalify 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 the 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.

Qualifying Reason

Eligible employees may access FMLA leave for the following reasons:

² As defined in ORS 656.005.

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 child or newly placed child in foster care^{6} 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. 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 condition means:
 - a. An illness, injury, impairment or physical or mental condition that requires inpatient care in a hospital, hospice or residential medical care facility;
 - b. An illness, disease or condition that in the medical judgement of the treating health care provider poses an imminent danger of death, is terminal in prognosis with a reasonable possibility of death in the near future, or requires constant care;
 - c. Any period of disability due to pregnancy, or period of absence for prenatal care; or
 - d. Any period of absence for the donation of a body part, organ or tissue, including preoperative or diagnostic services, surgery, post-operative treatment and recovery.⁷
2. Parental leave (separate from eligible leave as a result of the child’s serious health condition):

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 {ORS 659A.159 uses the term “foster child.” Districts can choose to use either “foster child” or “child in foster care” throughout this AR.}

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

- 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 closed⁸ in conjunction with a statewide public health emergency declared by a public health official.⁹
 4. Bereavement Leave: leave related to the death of a covered family member.¹⁰
 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) Spouse¹¹;
 - (2) Parent;
 - (3) Child; or
 - (4) Persons who are “in loco parentis”.
 - b. For the purposes of OFLA, “family member” means:
 - (1) Spouse or domestic partner;

⁸ “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).

⁹ 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;
3. A statement from the employee that no other family member of the child is willing and able to care for the child; and
4. With the care of a child older than 14, a statement that special circumstances exist requiring the employee to provide care to the child during daylight hours.

¹⁰ Bereavement leave under OFLA must be completed within 60 days of when the employee received notice of the death.

¹¹ “Spouse” means individuals in a marriage, including “common law” marriage and same-sex marriage.

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- (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;
- (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.¹²

2. Child:

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- 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 disability.
- b. For the purposes of Military Caregiver Leave and Qualifying Exigency Leave under FMLA, “child” means the employee’s child on covered active duty regardless of that child’s age.
- c. For the purposes of OFLA, “child” means 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 or financially support a child, or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
- b. For the purposes of OFLA, “in loco parentis” means person in the place of the parent, having financial or day-to-day responsibility for the care of a child. A legal or biological relationship is not required.

4. Next of kin:

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¹² “Affinity” means a relationship for which there is a significant personal bond that, when examined under the totality of the circumstances, is like a family relationship. This bond may be demonstrated by, but is not limited to the following factors, with no single factor being determinative:

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

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

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 calendar year] [any fixed 12-month “leave year”]~~ **[the 12-month period measured forward from the date the employee’s leave begins] [a “rolling” 12-month period measured backward from the date the employee uses any family and medical leave][and/or a period of 52 consecutive weeks beginning on the Sunday immediately preceding the date on which family leave commences]**^{13}. 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

^{13} Beginning July 1, 2024, districts are required to use the final bracketed option for OFLA purposes. See SB 999 (2023). Prior to making a change to the leave period calculation, 60 days’ notice must be provided to employees. FMLA continues to measure the leave year as 12 months, which could result in slight differences for some employees.

under FMLA shall be dependent on the start of any such leave regardless of the district's designated leave period described above.

P 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 period¹⁴. Spouses who work for the district may be limited to a combined 12 weeks of FMLA leave during the district's designated leave period when the purpose of the leave is for the birth of a child or to care for a child after birth, placement of an adopted child or 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 designated leave period.

For the purposes of OFLA, an eligible employee is generally entitled to a total of 12 weeks of qualified leave during the 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.¹⁵ 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.¹⁶

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

¹⁴ 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.

¹⁵ Sick child leave under OFLA need not be provided if another family member, including a noncustodial biological parent, is willing and able to care for the child.

¹⁶ 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.

hours the eligible employee normally works per week by 12¹⁷. 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 workweek¹⁸. 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 is not limited to sick child leave taken requiring an altered or reduced work schedule because the intermittent or recurring closure of a child's school or child care provider due to a statewide public health emergency declared by a public health official.

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

¹⁷ 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.

¹⁸ 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.

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 applicable protections provided for in FMLA and/or OFLA; and
5. The transfer is not used to discourage the employee from taking FMLA and/or OFLA leave for a serious health condition or to create a hardship for the employee.

The district may transfer an eligible employee who is on 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 applicable 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, psychologists, 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 on 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 (PFMLI) 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 [**an employee may elect to use applicable available accrued paid leave including personal and sick leave, or available accrued vacation leave during the leave period.**]¹⁹ This includes when an employee is being paid through PFMLI. 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 district policy provide otherwise.²⁰ 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

¹⁹ {Coordinate with any language regarding use of accrued leave during PFMLI from GDBDF/GDBDF or any equivalent plan information.}

²⁰ See also ORS 342.934(4)(d) in reduction force situations.

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.

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 practicable will be within one business day of an employee becoming aware of the need. Failure of an employee to provide the required notice for FMLA leave may result in the district delaying the employee's leave up to 30 days after the notice is ultimately given.

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.²¹

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

Medical Certification

The district may require an eligible employee to provide medical documentation, when appropriate²², 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.²³ The district will also post a notice explaining the provisions of FMLA and providing information concerning the procedures for filing complaints.²⁴

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.

²¹ See OAR 839-009-0250(4)(c).

²² Medical documentation is not allowed in every situation. Review current laws and guidance for more information.

²³ 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.

²⁴ <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.

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.

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Phoenix-Talent Schools District 4

Code: GCBDA/GDBDA-AR(1)
Adopted: 1/14/21
Revised/Readopted: 6/16/22
Orig. Code(s): GCBDA/GDBDA-AR(1)

Family Leave

(see new version)

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

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

Employee Eligibility

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

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

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

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

1. An employee who worked for the covered employer for fewer than 30 days immediately before the date on which the family leave would commence; or

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

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

An employee of a covered employer 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 covered employer within 180 days of separation from employment; or
2. Is eligible to take OFLA leave:
 - a. At the beginning of a temporary cessation of scheduled hours of 180 days or less; and
 - b. Returns to work at the end of the temporary cessation of scheduled hours of 180 days or less.

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

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

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

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

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

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

Qualifying Reason

Eligible employees may access FMLA leave for the following reasons:

1. Serious health condition of the employee or the employee's covered family member:
 - a. Inpatient care;
 - b. Continuing treatment;
 - c. Chronic conditions;
 - d. Permanent, long-term or terminal conditions;
 - e. Multiple treatments;
 - f. Pregnancy and prenatal care.
2. Parental leave² (separate from eligible leave as a result of a child's serious health condition):
 - a. Bonding with and the care for the employee's newborn (within 12 months following birth);
 - b. Bonding with and the care for a newly adopted or newly placed foster child under the age of 18 (within 12 months of placement);
 - c. Care for a newly adopted or newly placed foster child over 18 years of age who is incapable of self-care because of a physical or mental impairment (within 12 months of placement);
 - d. Time to effectuate the legal process required for placement of a foster child or the adoption of a child.
3. Military Caregiver Leave: leave for the care for spouse, son, daughter or next-of-kin who is a covered service member/veteran with a serious injury or illness;
4. Qualifying Exigency Leave: leave arising out of the foreign deployment of the employee's spouse, son, daughter or parent.

Eligible employees may access OFLA for the following reasons:

1. Serious health condition of the employee or the employee's covered family member:
 - a. Inpatient care;
 - b. Continuing treatment;
 - c. Chronic conditions;
 - d. Permanent, long-term or terminal conditions;
 - e. Multiple treatments;
 - f. Pregnancy and prenatal care.
2. Parental 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 or newly placed foster child under the age of 18 (within 12 months of placement);
 - c. Care for a newly adopted or newly placed foster child over 18 years of age who is incapable of self-care because of a physical or mental impairment (within 12 months of placement);

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

- d. Time to effectuate the legal process required for placement of a foster child 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 closed³ in conjunction with a statewide public health emergency declared by a public health official.⁴
 4. Bereavement Leave: leave related to the death of a covered family member.⁵
 5. Eligible employees may access OMFLA for the purpose of spending time with a spouse or same-gender domestic partner who is in the military and has been notified of an impending call or order to active duty, or who has been deployed during a period of military conflict.
 6. The eligibility of an employee who takes multiple leaves for different qualified reasons during the same district designated leave period may be reconfirmed at the start of each qualified leave requested.

Definitions

1. Family member:
 - a. For the purposes of FMLA, “family member” means:
 - (1) Spouse⁶;
 - (2) Parent;
 - (3) Child; or
 - (4) Persons who are “in loco parentis”.
 - b. For the purposes of OFLA, “family member” means:
 - (1) Spouse;
 - (2) Registered, same-gender domestic partner;
 - (3) Parent;
 - (4) Parent-in-law;

³ “Closure” for the purpose of sick child leave during a statewide public health emergency declared by a public health official means a closure that is ongoing, intermittent, or recurring and restricts physical access to the child’s school or child care provider. OAR 839-009-0210(4).

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

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

⁵ Bereavement leave under OFLA must be completed within 60 days of when the employee received notice of the death.

⁶ “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.~~



- (5) Parent of employee’s registered, same-gender domestic partner;
- (6) Child;
- (7) Child of employee’s registered, same-gender domestic partner;
- (8) Grandchild;
- (9) Grandparent; or
- (10) Persons who are “in loco parentis”.

2. Child:

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

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

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

5. Covered servicemembers:

For the purposes of Military Caregiver Leave under FMLA, “covered servicemember” means a current member of the Armed Forces, including a member of the National Guard or Reserves, who is

receiving medical treatment, recuperation or therapy, or is in outpatient status, or is on the temporary disability retired list for a serious injury or illness.

6. Covered veteran:

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

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

7. Public health emergency:

For OFLA a public health emergency means;

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

Leave Period

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

Leave Duration

For the purposes of FMLA, an eligible employee is generally entitled to a total of 12 weeks of qualified leave during the district’s designated leave period⁷. Spouses who work for the district may be limited to a combined 12 weeks of FMLA leave during the district’s designated leave period when the purpose of the leave is for the birth of a child or to care for a child after birth, placement of an adopted or foster child or the care for an adopted or foster child after placement, or to care for the employee’s parent’s serious medical condition. Except in specific and unique instances, all qualified leave under FMLA counts toward an employee’s leave entitlement within the district’s designated leave period.

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

⁷ 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.

additional, full 12 weeks of parental leave during the district's designated leave period following the birth of a child regardless of how much OFLA qualified leave the employee has taken prior to the birth of such child during the district's designated leave period. Likewise, an employee who uses the full 12 weeks of parental leave during the district designated leave period, will be entitled to an additional 12 weeks of sick child leave under OFLA during the district's designated leave period for the purpose of caring for a child(ren) with a non-serious health condition requiring home care.⁸ 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.⁹

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

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

For the purpose of tracking the number of leave hours an eligible employee is entitled and/or has used during each week of the employee's leave, leave entitlement is calculated by multiplying the number of hours the eligible employee normally works per week by 12¹⁰. If an employee's schedule varies from week-to-week, a weekly average of the hours worked over the 12 weeks worked prior to the beginning of the leave period shall be used for calculating the employee's normal workweek¹¹. If an employee takes intermittent or reduced work schedule leave, only the actual number of hours of leave taken may be counted toward the 12 weeks of leave to which the employee is entitled.

Intermittent Leave

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

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

⁸ Sick child leave under OFLA need not be provided if another family member, including a noncustodial biological parent, is willing and able to care for the child.

⁹ 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.

¹⁰ 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.

¹¹ 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 employee is eligible for OFLA leave, but not FMLA leave, the employer:

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

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

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

Alternate Work Assignment

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

1. The employee accepts the position voluntarily and without coercion;
2. The transfer is temporary, lasts no longer than necessary and has equivalent pay and benefits;
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 foreseeable intermittent FMLA and/or OFLA leave to another position with the same or different duties to accommodate the leave, provided:

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

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

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

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

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

Paid/Unpaid Leave

FMLA and OFLA do not require the district to pay an eligible employee who is on a qualified leave. Subject to any related 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.

The district will notify the eligible employee that the requested leave has been designated as FMLA and/or OFLA leave and, if required by the district, that available accrued paid leave shall be used during the leave period. In the event the district is aware of an OFLA or FMLA qualifying exigency, the district shall notify the eligible employee of its intent to designate the leave as such regardless of whether a request has been made by the eligible employee. Such notification will be given to the eligible employee prior to the commencement of the leave or within two working days of the employee's notice of an unanticipated or emergency leave, whichever is sooner.

When the district does not have sufficient information to make a determination of whether the leave qualifies as FMLA or OFLA leave, the district will provide the required notice promptly when the information is available but no later than two working days after the district has received the information. Oral notices will be confirmed in writing no later than the following payday. If the payday is less than one week after the oral notice is given, written notice will be provided no later than the subsequent payday.

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

Benefits and Insurance

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

During an OFLA qualified leave an eligible employee does not accrue seniority or other benefits that would have accrued while the employee was working, unless the terms of a collective bargaining agreement, other agreement or other employer's policy provide otherwise¹². 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

¹² See also ORS 342.934(4)(d) in reduction force situations.

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

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

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

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

Application

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

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

For the purposes of FMLA, if advance notice is not possible, an employee eligible for FMLA leave must provide notice as soon as practicable. "As soon as practicable," for the purpose of FMLA leave, means the employee must comply with the employer's normal call-in procedures except in limited and under unique circumstances. Failure of an employee to provide the required notice for FMLA leave may result in the district delaying the employee's leave up to 30 days after the notice is ultimately given.

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

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

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

Medical Certification

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

The district may request re-certification of a condition when the minimum duration of a certification expires if continued leave is requested. If the certification does not indicate a duration or indicates that it is ongoing, the district may request re-certification at least every six months in connection with an absence.

Under federal law, a second medical opinion may be required whenever the district has reason to doubt the validity of the initial medical opinion. The health care provider may be selected by the district. The provider shall not be employed by the district on a regular basis. Should the first and second medical certifications differ, a third opinion may be required. The district and the employee will mutually agree on the selection of the health care provider for a third medical certification. The third opinion will be final. Second and third opinions and the actual travel expenses for an employee to obtain such opinions will be paid for by the district.

Second and Third Opinions

1. For the purposes of FMLA, the district may designate a second health care provider, but that person cannot be utilized by the district on a regular basis except in rural areas where health care is extremely limited. If the opinions of the employee's and the district's designated health care provider(s) differ, the district may require a third opinion at the district's expense. The third health care provider must be designated or approved jointly by the employee and the district. This third opinion shall be final and binding.
2. For the purposes of OFLA, and except for leave related to sick child leave under OFLA, the district may require the employee to obtain a second opinion from a health care provider designated by the district. If the first and second verifications conflict, the employer may require the two health care providers to jointly designate a third health care provider for the purpose of providing a verification. This third verification shall be final and binding.

Notification

Any notice required by federal and state laws explaining employee rights and responsibilities will be posted in all staff rooms and the district office. Additional information may be obtained by contacting the personnel director.

Record Keeping/Posted Notice

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

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

The district will post notice of FMLA¹³ and OFLA¹⁴ leave requirements.

Federal vs. State Law

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

For example, due to differences in regulations, an eligible employee who takes OFLA leave after 180 days of employment, but before they are eligible for FMLA leave, is still eligible to take a full 12 workweeks of FMLA leave after meeting FMLA's eligibility requirements. Thereafter, any eligible leave period will run concurrently, when appropriate.



¹³ ~~Poster available at <https://www.dol.gov/agencies/whd/fmla/posters>.~~

¹⁴ ~~Poster available at <https://www.oregon.gov/boli/employers/pages/required-worksite-postings.aspx>.~~



PHOENIX-TALENT SCHOOLS

EXCELLENCE *for* EVERYONE

Board Meeting – 6:00 PM

Thursday, January 4, 2024

In-Person at Phoenix Elementary School

Join the Zoom Meeting:

<https://us02web.zoom.us/j/84002397296?pwd=RWdZYm16SmV4WkdNjF0dmxMdEloZz09>

Meeting ID: 840 0239 7296 Passcode: 815385

AGENDA

- A. Call to Order - 6:00 p.m.
- B. Accentuate the Positive
- C. Citizen Comments
- D. Student Representative Report
- E. Superintendent Report
- F. Consent Agenda
 - 1. Approval of Agenda
 - 2. Approval of Minutes from 12/07/2023
 - 3. Personnel Report
- G. Action Items
 - 1. Early Literacy Grant
 - 2. Board Policy GCBDA/GDBDA – Family Medical Leave
 - 3. Board Policy GCBDA/GDBDA-AR(1) – Family Leave
- H. Recess
- I. Information and Discussion
 - 1. Facilities/Bond Update
 - 2. Financial Update
 - 3. Legislative / OSBA Update
 - 4. Equity, Diversity & Inclusion Update
 - 5. Audit Report
 - 6. Safe Zone Solutions
 - 7. Board Policy LBE – Public Charter Schools
 - 8. Board Policy LBEA – Resident Student Denial for Virtual Public Charter School Attendance
- J. Review of the Next Meeting Agenda
- K. Adjournment