

Regular Meeting
Tuesday, September 10, 2024 6:00 PM

Dr. Matthew Prophet Education Center - Board
Auditorium
501 N. Dixon St
Portland, OR 97227

Agenda

1. Call to Order / Opening
2. Hispanic Heritage Month Proclamation (Resolution 6964) Vote- Public comment accepted
3. Superintendent's Report
4. Student Representative's Report
5. Board Members Reflections on the First Days of School
6. Student Comment
7. 2024-2025 Agreement between District Council of Unions and School District No. 1J, Multnomah County, Oregon (Resolution 6963) Vote- Public comment accepted
8. Second Reading of Policy Revisions Vote - Public comment accepted on each policy
 - 8.(a) Promotion and Retention of Students 4.20.010-P (Resolution 6965)
 - 8.(b) Field Trips, Foreign Travel, and Other Off-Campus Activities 6.50.010-P (Resolution 6966)
9. Public Comment
10. Comments from our Union Partners
11. Update on Summer Acceleration Academy
12. Board Committee and Conference Reports
13. Consent Agenda: Resolutions 6957 through 6960 and 6962 Vote- Public comment accepted
 - 13.(a) Resolution 6957 - Authorization for Off-Campus Activities
 - 13.(b) Resolution 6958 - Expenditure Contracts
 - 13.(c) Resolution 6959 - Revenue Contracts
 - 13.(d) Resolution 6960 - Adoption of the Index to the Minutes
 - 13.(e) Resolution 6962 - Resolution Approving 1 Capital Project for Multiple Pathways to Graduation Department using ESSER III funds
14. Next Steps/Future Board Meeting Topics
15. Other Business / Committee Referrals
16. Adjourn

RESOLUTION No. 6964

Resolution Proclaiming the Celebration of National Hispanic Heritage Month in Portland Public Schools

RECITALS

- A. Hispanic Heritage Month was started as a heritage week in 1968 and begins on September 15, which is the anniversary of the independence of five Latin American countries: Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua.
- B. Hispanics and Latinos have enriched and positively shaped our community. From those whose roots trace back generations to those who have recently arrived to pursue the promise of the United States, they represent the spirit of our American Dream: with hard work and an education, you can build a better life for yourself and a better future for your children and make profound contribution in education, medicine, art, culture, and public service and have been a consistent and vital influence in our community's growth and prosperity.
- C. More than seventeen percent of enrolled students, and almost eleven percent of employees in the Portland Public Schools are Hispanic and/or Latino;
- D. Our schools honor and preserve the linguistic and cultural assets of students through student clubs like MECHA and enrichment programs such as our Dual Language Immersion, Ethnic Studies, Critical Race Theory courses, and the option to obtain a seal of Biliteracy upon graduation that honor and enrich the diverse backgrounds of our heritage Spanish-speakers, while exposing non-Spanish speakers to diverse multilingual and multicultural perspectives;
- E. We recognize that when we lift up Hispanic/Latino students, staff, families, and community members, we strengthen our entire district; when we create more pathways to educational opportunity, we provide the chance for all students to reach their greatest potential;
- F. Understanding, recognizing, and promoting the assets of our Hispanic and Latino students, staff, families and community is an important part of celebrating Hispanic Heritage Month;
- G. Portland Public Schools has a Racial Education Equity Policy that is aligned to our District's vision of the Graduate Portrait and states our commitment to affirmatively overcome the educational barriers that have resulted in a persistent, unacceptable gap for students of color and to give each student the opportunity and support to meet his or her highest potential;
- H. Closing opportunity gaps while raising achievement for all students is the top priority of the Board of Education, the Superintendent, and all district staff; and
- I. The Portland Public Schools Board of Education believes each and every student is to be celebrated and appreciated for the distinct and vibrant contributions made by sharing cultures, language, ideas, beliefs and values within a school community.

RESOLVED

The Portland Public Schools Board of Education hereby promotes September 15th through October 15th as Hispanic Heritage Month and encourages staff, students, and community to observe, recognize, and celebrate the culture, heritage, and economic contributions of Hispanics and Latinos to Portland, Oregon, and the United States through culturally relevant activity, and to learn from the past and understand the experiences that have shaped the United States.

Summer Programs 2024

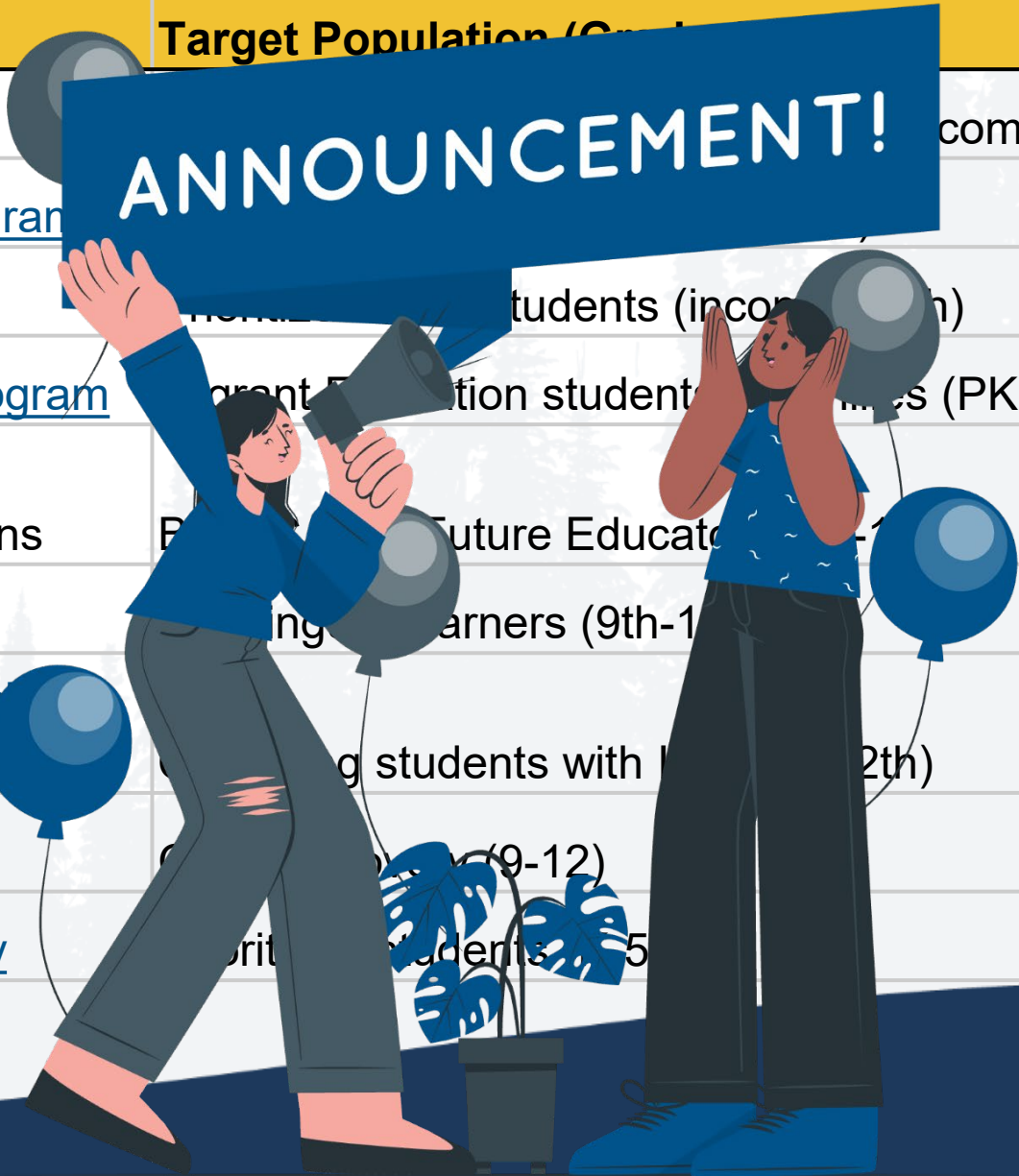
September 10, 2024



PORTLAND

Public Schools

| Program | Target Population (Grade Level) | Participating Students |
|--|---|------------------------|
| Early Kindergarten Transition | Incoming K) | 250 |
| Indian Education Summer Program | | 23 |
| LEAP into 9th Grade | students (incoming 9th) | 271 |
| Migrant Education Summer Program | migrant Education students (PK-8th) | 65 |
| PPS Rising Educators/Summerworks Interns | Future Educators (1-2) | 25 |
| Learn & Earn | Learning Earners (9th-12) | 40 |
| Special Education Extended School Year | Special Education students with IEPs (PK-2nd) | 117 |
| Summer Scholars | Gifted students (9-12) | 1,102 |
| Summer Acceleration Academy | Gifted students (5-8) | 2,102 |



SAA 2024: Excellence in Summer Learning Award Winner!

The New York Life Foundation Excellence in Summer Learning Award and NSLA Founder's Award recognize **outstanding summer programs** that demonstrate **excellence in accelerating academic achievement** and promoting **healthy development** for low-income children and youth between pre-kindergarten and twelfth grade.

Since 2005, the Excellence in Summer Learning Award program has been a critical strategy of the National Summer Learning Association (NSLA) to support the growth and visibility of high-quality summer learning programs.



SAA 2024: Mission, Vision, and Audacious Goal



Mission



Vision



Audacious Goal

PPS Summer Acceleration Academy will provide students with a successful onramp to the school year by engaging them in joyful learning opportunities that leverage their interests and strengths to address unfinished grade-level learning, prioritizing students who identify as members of persistently underserved racial and ethnic groups in service of disrupting the predictability of outcomes based on race.

All students who participate in Summer Acceleration Academy will start the school year confident in their ability to successfully engage in grade-level content, employ student strengths and agency as learners, and with a strong sense of self, community, and belonging.

Students who participate in Summer Acceleration Academy will experience knowledge building, skill development, and enriching and transformative experiences that will accelerate their growth in literacy and propel them toward achieving grade level proficiency as measured by district-adopted assessments in the following school year.

Summer Acceleration Academy (SAA) 2024: Program Overview

- **Serving ~2200 K-5 Students at 11 Sites**
 - Students who need support in literacy based on district-adopted assessments
 - Prioritized enrollment for historically underserved students
 - Embedded DLI & ELD Programs
 - Early Kindergarten Transition (EKT) Program in partnership with SUN
- **Transportation & Meals Provided**
- **Afternoon Enrichment** activities & provided by partner organizations to increase access for working families.
- **22 Days of Instruction, Daily:**
 - 90 minutes of Core-Aligned Literacy
 - 60 minutes of Math
 - 60 minutes of Science/Technology
 - 60 minutes SUNBlock Enrichment
 - 30 minute lunch
- **Reading Support Team** (Reading Specialist, Special Educator, EAs, and *PPS Rising Educators*) provided targeted, small group literacy instruction for all students
- **SUN Block** 60 minute collaboration with SUN partners provided enrichment during the day for all students



RESOLUTION No. 6963

2024-2025 Agreement between District Council of Unions and
School District No. 1J, Multnomah County, Oregon

RESOLUTION

The Superintendent is authorized and directed to execute the 2024-2025 Agreement between the District Council of Unions and School District No. 1J, Multnomah County, Oregon, on the terms presented to the Board and filed in the record of this meeting.

AGREEMENT
Between
DISTRICT COUNCIL OF UNIONS
and
PORTLAND PUBLIC SCHOOLS
2024 - 2025

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PREAMBLE

This Agreement is entered into by and between the District Council of Unions, hereinafter referred to as the “DCU”, and School District #1, Multnomah County, Oregon, hereinafter referred to as the “District”.

ARTICLE 1

RECOGNITION AND APPLICATION OF THE AGREEMENT

The District recognizes the DCU as the exclusive bargaining representative for its affiliated unions. This Agreement and appendices shall apply as appropriate to all warehouse workers and truck drivers, maintenance workers, and all other classifications specified elsewhere in this Agreement, including the Appendices.

ARTICLE 2

TEMPORARY EMPLOYEES

- A. A temporary employee is one who is hired to fill a position with a duration of six (6) consecutive months, or less, or to replace a regular employee on an approved leave of absence or absence due to an on-the-job injury.
- B. Temporary employees are entitled to all benefits of this agreement except benefits provided by Article 19 (Reduction of Staff), and 20 (Vacation and Holidays).
- C. The use of temporary employees shall not be used systematically to avoid hiring regular employees.
- D. Temporary employees will, upon re-employment, be given seniority credit for previous time worked as a temporary employee unless a period of six (6) months or more has elapsed since their last period of employment.
- E. An exception may be granted for apprentices upon agreement of both parties.
- F. TEMPORARY EMPLOYEE SICK LEAVE
 - 1. Temporary employees accrue sick leave based on hours worked at a rate of one (1) hour per thirty (30) hours worked, excluding overtime. Each fiscal year, (July 1 – June 30) up to forty (40) hours of accrued sick time may be used. Sick leave shall not accrue for time not worked (paid or unpaid). All sick leave absences must be taken in one (1) hour increments.
 - 2. All newly hired temporary employees who have worked for at least 91 calendar days may use sick leave that has accrued.

3. Employees are to make reasonable efforts to schedule sick leave, in foreseeable situations, and to provide notification to their manager.
 - a. For foreseeable absences, such as pre-scheduled medical appointments, a minimum of twelve (12) hours' notice is required.
 - b. For unforeseeable absences, such as sudden illness or medical emergencies, a minimum of two (2) hours' notice is required or as soon as practicable.
4. Paid sick leave can be used for physical or mental illness, injuries, or medical appointments for treatment or preventative care. It can be used for the employee's own health condition, for care of a family member, or for the purposes provided in ORS 653.616.
5. A family member is defined as the spouse of an employee, the biological, adoptive or foster parent or child of the employee, the grandparent or grandchild of the employee, a parent-in-law of the employee or a person with whom the employee was or is in a relationship of in loco parentis.
6. The District will require a physician's statement after three (3) days' absence, prior to returning to work.

ARTICLE 3

STATUS OF AGREEMENT & CONTRACT ADMINISTRATION

- A. If there is a conflict between any provision of the body of this Agreement and any of the appendices, the provisions of the Appendix shall be controlling.
- B. This Agreement shall modify, replace or add to any policies, rules, regulations, procedures or practices of the District which shall be contrary or inconsistent with its terms. The provisions of this Agreement and specific modifications thereto found in the appendices shall be incorporated into and become part of the established policies, rules, regulations, practices and procedures of the District for employees covered by this Agreement.
- C. In the event that any provision of this Agreement is or shall at any time be determined to be contrary to law by a court or agency of competent jurisdiction, all other provisions of this Agreement shall continue in effect. Only the subjects of the deleted provisions and the affected provisions shall be subject to further collective bargaining during the term of this Agreement with respect to the period covered by the Agreement.
- D. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District, one (1) by DCU.
- E. The District shall print and provide sufficient copies to affiliated unions of the DCU for distribution to all employees covered by the Agreement within sixty (60) days following

ratification. The District shall provide a copy to all new employees.

- F. The Board, the DCU and their respective representatives shall take no action in violation of, or inconsistent with, any provision of this Agreement.
- G. The parties acknowledge that during negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subjects appropriate for bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, except as otherwise expressly provided for in this Agreement, or as required by State collective bargaining law, the Board and the DCU agree that the other shall not be obligated to negotiate or bargain collectively with respect to any subject matter, during the term of this Agreement.

CONTRACT ADMINISTRATION

At the request of either party, representatives of the DCU and the District shall meet at mutually agreed times and places for the purpose of reviewing the administration of this Agreement.

The District and the DCU shall designate representatives to a Labor and Management Committee. Membership shall be limited to four designees per party. The purpose of the Labor and Management Committee is to: work together to develop operational efficiencies; identify and resolve operational issues; and, improve communication and collaboration. The function of this committee is not intended to bypass the normal grievance procedure nor the articles contained in the DCU Agreement.

ARTICLE 4

COUNCIL RIGHTS

- A. The DCU, through its representatives, shall have the right to transact official DCU business relevant to employees on School District property at all reasonable times, provided that it does not interfere with or interrupt classes or other normal School District operations. Such rooms or other appropriate meeting facilities shall be made available for DCU use as requested without charge to the DCU, except that the Board may make reasonable charge when special service is required beyond normal operational practice.
- B. The DCU representative shall have the right to use School District facilities and equipment, at reasonable times, when the same are not otherwise in use. The DCU agrees to pay the cost of all materials and supplies incidental to such use.
- C. DCU representatives shall make their presence known to the appropriate administrative authority when visiting School District facilities. Such visits shall not interrupt work or disrupt normal School District functions.
- D. The DCU shall have the right to make announcements at employee staff meetings or by use of any existing communication procedures not ordinarily available to students.

- E. The DCU and its representatives shall have the right to post notices of activities and matters of DCU business and concern on staff bulletin boards. At least one such bulletin board shall be in each School District building. The DCU may use the District mailboxes for communications.
- F. The Board shall make available to the DCU upon ample request to the Office of the Superintendent any and all reasonably available information, statistics and records which are relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement.
- G. Copies of written work rules which are applicable to a classification of employees and issued by supervision after the execution of this Agreement, for which failure to comply may result in discipline of an employee, shall be posted and provided to the employees and their affiliated DCU union.
- H. The District will supply to the DCU President and DCU Vice President the employee information required under ORS 243.804(4) on a monthly basis.
- I. If a job position covered under the terms of this agreement becomes open and vacant, the District will notify the DCU President and DCU Vice President on or before the day the job is posted.

ARTICLE 5

NO STRIKE CLAUSE

During the life of this Agreement, the DCU or any employee(s) will not authorize, cause, engage in, or sanction any form of illegal concerted work stoppage, boycott, picketing, or any other interruption of work at, within, or concerning any facilities or operations of the School District. The District shall not cause an illegal lockout of employees from their work.

ARTICLE 6

MANAGEMENT RIGHTS CLAUSE

Except as otherwise provided in this Agreement, the DCU agrees that the Board and its designees shall retain control and direction over all matters of inherent managerial policy. Such matters shall include, but are not limited to:

- A. The executive management and administrative control of the school system and its functions and programs, including the development of budgets and actions as may be necessary to meet emergency situations;
- B. Hire all employees and the right to determine their qualifications and the conditions of their continued employment or their discipline, termination, demotion, promotion or transfer;
- C. Assign and direct the work of all employees, and determine the number of shifts and hours and days of work and starting times and scheduling of all employees;

- D. Determine the policy affecting the selection, testing or training of employees;
- E. Establish the work and school calendar;
- F. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including any changes, automation, or institution of new methods or processes;
- G. Adopt rules, and regulations;
- H. Determine the location or relocation of its facilities, including the establishment or relocations of schools, buildings, departments, divisions or subdivisions and the relocation or closing of offices, departments, schools, programs, divisions or subdivisions, buildings or other facilities;
- I. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;
- J. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
- K. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization; and,
- L. Select and utilize technology.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District shall be limited only by the specific terms of this Agreement and are subject to the duty to bargain under ORS 243.650 et. seq. Whenever practicable, the District shall inform the DCU of any significant issues affecting employees covered by this Agreement.

ARTICLE 7

PAYROLL DEDUCTIONS

1. Any employee who is a member of the DCU, or who has applied for membership, may sign and deliver through the DCU to the District's Payroll Office an assignment authorizing deduction of membership dues in the DCU. Such authorization shall continue in effect from year to year unless revoked in writing between September 1 and October 1 of any year. Pursuant to such authorization the District shall deduct the regular monthly dues from a regular salary check of the employee during each calendar month. With respect to all sums deducted by the District pursuant to said authorizations, the District agrees to remit such items within ten (10) days from the date of deduction to the DCU affiliate.
2. Upon appropriate written request from the employee, the District shall deduct from the salary of any employee and make direct deposit or other appropriate remittance for the following

approved deductions:

Approved Charitable Organizations

School District No. 1 Health and Welfare Trust Premiums Credit Union (On Point Community Credit Union)

Up to two (2) different accounts with financial institutions Fixed or Variable Tax Deferred Annuity Plans

I.R.C. Section 125 Flexible Spending Account Plan

ARTICLE 8

BARGAINING UNIT AFFILIATION

- A. A representative from DCU or the appropriate affiliated union may meet with a newly hired employee during the employee's orientation for up to one hour. If the employee's orientation will not occur within thirty (30) days of the date of hire or if the employee will not be given a formal orientation, a representative from DCU or the appropriate affiliated union may meet with the newly hired employee within thirty (30) days of hire at a time mutually agreed upon between the union representative and the District.
- B. The DCU affiliated unions agree that they will indemnify, defend and save harmless the District and all persons acting on behalf of the District from all suit actions, proceedings, complaints, claims, liability or expense resulting from the implementation or enforcement of this Article, Article 7, or any provision thereof.

ARTICLE 9

MAINTENANCE OF BENEFITS

No employee covered by this Agreement shall suffer any reduction in rate of pay or fringe benefits solely as a result of the execution of this Agreement excluding any changes to healthcare benefits under Article 17.

ARTICLE 10

GRIEVANCE PROCEDURE

The purpose of this procedure is to provide for an orderly adjustment of grievances contended by an employee or group of employees.

SECTION 1

DEFINITIONS

1. An "aggrieved" is an employee or group of employees who initiate a complaint alleging they have been directly injured through a violation of the terms of this Agreement. The term "aggrieved" also includes the DCU with respect to alleged violations of its organizational

rights under this Agreement.

2. A “grievance” shall mean a contention by an aggrieved that they have been directly injured by a violation of this Agreement. The term “grievance” shall not include and this procedure shall not apply to any of the following:
 - a. Any matter as to which the Board of Education is without authority to act.
 - b. Any matter for which a specific administrative or judicial remedy has been prescribed by the State and/or Federal Statute. (Such as employment discrimination, health and safety, etc.)
 - c. Any dispute concerning whether any part of this Agreement became effective or ceased to be effective.
3. For the purpose of this article, the term “days” shall mean work days excluding weekends and holidays.

STEP 1

The aggrieved employee shall first discuss the grievance with their supervisor, or other administrator whose action is alleged to have violated this Agreement within thirty (30) days of the alleged violation. The employee may be represented as described in Section 2. The supervisor shall respond within ten (10) days following the date the grievance was presented.

STEP 2

If no settlement is reached at Step 1, within ten (10) days the DCU or affiliated union may submit the grievance in writing to the department head who shall promptly investigate the allegations in the grievance. The department head will schedule and conduct a Step 2 grievance meeting within fifteen (15) days from the date the grievance is advanced. If a Step 2 grievance meeting is held where the aggrieved is present, they may be represented according to Section 2. Grievances regarding discipline shall be filed in writing by the DCU or affiliated union at Step 2 within ten (10) days of the alleged violation. Grievances regarding DCU alleging violations of its organizational rights under this agreement must be filed in writing at Step 2 within ten (10) days of the alleged violation. Within ten (10) days following the Step 2 grievance meeting, the department head shall render a decision in writing.

STEP 3

If the grievance is not resolved at Step 2, within ten (10) days following the department head’s written decision, the DCU or affiliated union may advance the grievance to Step 3 in a written notice to the Senior Director of Employee & Labor Relations (or designee). A Step 3 grievance meeting shall be scheduled. A grievance regarding discharge shall be filed at Step 3 within ten (10) days of the alleged violation. Within ten (10) days following the Step 3 grievance meeting, the Senior Director of Labor Relations (or designee) shall render a written decision.

STEP 4

If no settlement is reached at Step 3, the affected DCU affiliated union and/or the DCU may, within

ten (10) days following the Step 3 decision, notify the District in writing of intent to arbitrate and may request a list of arbitrators from the Employee Relations Board as provided below.

- A. The arbitrator shall be selected from a list of seven (7) arbitrators from Oregon and Washington, provided by the Employment Relations Board. Each party shall then alternately strike one name from the list until one remains and such person shall be the arbitrator. Nothing is intended to preclude the parties from mutually agreeing on an arbitrator.
- B. Neither an employee nor a DCU affiliated union may appeal to arbitration without approval of the DCU and without notice to the District of the appeal to arbitration.
- C. The arbitrator must render their decision in writing within thirty (30) days following completion of the hearing.
- D. The arbitrator's decision shall be confined exclusively to the explicit provision(s) of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, detract from, remove, alter or amend or in any other way modify any provision of this agreement or impose on any party hereto a limitation or obligation not explicitly provided for in this agreement. The arbitrator shall not substitute their judgment for that of either the District or the DCU.
- E. The decision of the arbitrator shall be binding of all parties, provided: (1) the arbitrator must restrict their decision to interpretation of the Agreement, (2) is in accordance with the legal meaning of this Agreement, (3) is based on substantial evidence, and (4) does not result in an obligation to pay money beyond amounts budgeted for the particular item or purpose in the current budget.
- F. Should either party wish to seek review of an arbitrator's decision, proceedings must be instituted in a court or agency of competent jurisdiction within thirty (30) days of the effective date of the arbitrator's decision.
- G. Cost charged by the arbitrator shall be shared equally by the parties as determined by the arbitrator.

SECTION 2 GENERAL PROCEDURES

- A. The aggrieved must be present at Step 1 and may be present at all others. In processing the grievance, the grievant may:
 - 1. Represent themselves as described in Step 1 of this grievance procedure, or
 - 2. Be represented by their union at the union's expense. The number of days indicated at each level should be considered maximum, and every effort should be made to expedite the process.
- B. It may at times become necessary to extend time limits. These extensions are to be kept to a minimum and must be mutually consented to in writing by the parties involved.

- C. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a decision to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- D. The District shall cooperate with the grievant in the investigations of any grievance, and further will furnish the grievant or their representative with such necessary and readily available information as requested for the processing of any grievance.
- E. Except as otherwise provided by law, an employee shall invoke and exhaust the grievance procedure remedies before resorting to any other legal or administrative remedies for the conduct complained of, and failure to do so shall preclude resort to such other remedies.
- F. A representative of the DCU may be present at all steps of the procedure. The DCU will be notified promptly of the terms of the final decision or settlement of any written grievance filed and may itself file a grievance based on an alleged inconsistency thereof with this Agreement within ten (10) days from receipt of such notice.

**ARTICLE 11
DISCIPLINE, DEMOTION AND DISCHARGE**

- A. No employee shall be disciplined without cause. For the purpose of this Article, discipline shall include written warnings and reprimands (excluding evaluations) placed in the employee's personnel file, suspension or discharge.
- B. If a complaint, that is, an allegation brought by a citizen or non-supervisory third party is used to support disciplinary action, the supervisor shall cause the complaint to be reduced to writing and placed in the personnel file. The name of the complainant shall be disclosed if the employee so requests.
- C. An employee who is disciplined or discharged has the right to use the grievance procedure.
- D. An employee shall have the right to request and have a representative present at any meeting, called by the supervisor, which the employee reasonably believes the information they give may result in discipline. Prior to such a meeting, the employee will be notified of its purpose. The right of representation will not exist when the meeting relates solely to evaluation of the employee's work performance.
- E. Discipline shall be administered in private and shall be progressive. The nature of the offense shall determine where progressive discipline is initiated. This section shall not apply to warnings related to safety issues.
- F. Prior to discipline, discharge or demotion as a result of unsatisfactory performance, an employee shall be given the reason, in writing, such action is to be taken.
- G. Where the District determines that the nature of the offense is such that the unsatisfactory

conduct or performance of the employee can be corrected and warrants continuance of employment, it shall so inform the employee, in writing, and provide the employee with an opportunity to correct the unsatisfactory performance.

- H. Where the District determines that the nature of the alleged misconduct necessitates the removal of the employee from the workplace, the District will place the employee on paid administrative leave pending the outcome of the District's investigation..
- I. The probationary period for newly hired employees will be six (6) calendar months. Termination of probationary employees shall not be subject to appeal unless there is a question of fact.
- J. The District will not rely solely on information obtained through the utilization of GPS systems in order to discipline employees. The District agrees to provide introductory training and orientation to employees who drive vehicles equipped with a GPS device.

ARTICLE 12

NON-DISCRIMINATION

In administering the terms and conditions of this Agreement, the parties agree to comply with applicable State and/or Federal Statutes and/or regulations regarding nondiscrimination, i.e., on the basis of age, gender, religion, race, color, national origin, disability, marital status, sexual orientation, veteran status, union or political activity and association or other category protected by Federal, State or Municipal law. It is the expressed intent of the DCU, in executing this Agreement, that the Board and its designees shall retain sole control and direction over the District's compliance with such laws and/or regulations and that this Article shall in no way be interpreted as affecting the application thereof. The DCU shall use its best efforts to direct employees complaining of such discrimination to appropriate District administrative remedies. It is the intention of the parties that the interpretation given to this Article shall be consistent with the proper interpretation of the provision of the Oregon Fair Employment Practices Law contained in ORS 659A.321 and 659A.030.

ARTICLE 13

PERSONNEL FILE

- A. Each employee shall have the right, upon request, to review the contents of their own personnel file in accordance with ORS 652.750. Only one official personnel file shall be maintained by the District for each employee.
- B. A representative of the DCU or counsel for the employee may, at the employee's request, accompany them in this review. An employee may request that letters of warning and reprimand (excluding evaluations) be removed from their file after two (2) years, provided that no subsequent such entries have been made into that file.
- C. The District shall provide an employee with a copy of any materials placed in their file.

Materials placed in an employee's file shall bear the date of such placement. An employee may respond in writing within thirty (30) days to any material placed in such file, and the response shall become part of the file.

- D. Anonymous materials shall not be placed in the personnel file.

ARTICLE 14

OVERTIME AND CALL BACK

A. OVERTIME

1. Overtime shall be work performed by an employee which is scheduled by the District prior to the completion of, or beginning of, the employee's shift and is in excess of eight (8) hours in one day or forty (40) hours in one week. Overtime shall be compensated at time and one-half of the employee's hourly rate. The overtime rate shall also apply to work performed on Saturdays and Sundays unless such days fall within an employee's regular work week assignment.
2. An employee scheduled to work on their regular day off shall be guaranteed a minimum of four (4) hours of work.

B. CALL BACK

1. An employee called back to work after completing a shift shall be compensated at the greater of the following:
 - a. Overtime rate times actual hours worked (which shall include reasonable time of travel to and from their home, not to exceed twenty (20) minutes each way), or
 - b. Four (4) hours of straight time pay.
 - c. Employees shall have a minimum of eight (8) hours off duty following a call back before returning to work on a regular shift with no loss of pay. Employees who are required to return to work without such eight (8) hours off duty shall be paid at the overtime rate for all hours worked until such time as they have received eight (8) hours off duty.
2. If the employee is called back to work on their regular day off, the minimum provided in A.2 will apply.
3. An employee who is called after hours for work-related consultation shall be compensated one (1) hour at the overtime rate.

C. EXTENSION OF WORK YEAR

Work performed outside an employee's regular work year shall not be viewed as call back and shall not qualify for overtime unless it exceeds eight (8) hours in one (1) day or is performed on Saturdays, Sundays, or a holiday. The employee shall be guaranteed a minimum of four (4) hours straight time pay unless a different minimum is set forth in the applicable Appendix of this

Agreement.

D. OVERTIME ON HOLIDAYS

An employee who works on a paid holiday (See Article 20) shall receive holiday pay plus their overtime rate for hours worked.

E. COMPENSATORY TIME

Unless the appropriate appendix provides otherwise, in lieu of pay, compensatory time off at the overtime rate may be specified by the District. However, time off or pay must be granted by the end of the next calendar month following the month in which the overtime was worked.

ARTICLE 15

LUNCH AND REST PERIODS

- A. Each employee working more than four (4) hours per day shall be entitled to a minimum of one-half (1/2) hour duty free lunch period without pay.
- B. Employees shall receive a fifteen (15) minute rest period during each four (4) hours of work not to exceed two (2) such breaks during a regular eight (8) hour day, whenever practicable.

ARTICLE 16

LEAVES

This article is intended to comply fully with the requirements of the Oregon Paid Sick Leave Law, Paid Leave Oregon (PLO), the Oregon Family Medical Leave Act (OFLA), and Federal Medical Leave Act (FMLA). Leaves provided under this Article are intended to meet the legitimate needs of employees. Any abuse of leave may be subject to the provisions of Article 11. When appropriate and lawful, the leave provisions in this Article 16 run concurrently with any leave protected by state or federal law.

A. SICK LEAVE

- 1. Employees who are employed on a regularly scheduled basis shall be entitled to sick pay on account of sickness at a rate equivalent to one (1) day per month, based upon the employee's scheduled work. The use of sick pay shall be limited to personal illness of the employee, including medical or dental appointments.
- 2. Employees who have completed one (1) full year of service with the District shall be accredited with the equivalent annual sick leave at the beginning of each fiscal or school year. Such advance credit is based upon one (1) day per month worked. If an employee uses the advance credit in excess of that which would be normal accrual and terminates employment, the District shall be entitled to recover from the employee's final paycheck, an amount of money equal to the amount paid for overused sick leave. Other employees shall be credited at the rate of one (1) day for each month worked. Employees working

fifty percent (50%) of the month or more shall be accredited with a full day's sick leave. Accrual of sick pay shall continue during any period of absence paid by the District.

3. Sick leave days may be accumulated by employees only if not used in the year for which granted. Total sick leave which can be accumulated shall be unlimited.
4. When an employee has exhausted their accumulated sick leave credits, they shall be entitled, in the event of illness, to receive "reserve sick leave" in the amount of one (1) day for each year of service at two-thirds (2/3) of their daily rate of pay. Such additional allowance shall not accumulate and each year's allowance may only be used once. Employees must use the same leave request and prior notification procedures for reserve sick leave that applies for regular sick leave.
5. Employees shall not be credited with any sick leave days with respect to periods during which they are on an unpaid, unprotected leave of absence from work for the District of more than one (1) month duration; their accumulated sick leave shall not be charged with days of sickness during such leave; and they shall not be paid for days of illness during such leave except when the illness or injury is the factor which entitled the employee to the leave in question.
6. Employees who are absent four (4) or more consecutively scheduled workdays may be required to submit a physician's statement or other appropriate verifying documentation upon return to work.
7. The District will establish a Sick Leave Bank, for which the DCU may solicit voluntary contributions from employees of up to five hundred (500) hours per year for use by employees who have exhausted their sick leave. The guidelines for use of the Sick Leave Bank will be jointly developed by the District and the DCU which will include the following:
 - a. Use of hours from the Bank shall only be approved in case of critical illness or injury of an employee.
 - b. The employee must have exhausted all of their accumulated sick leave and vacation hours.
 - c. To be eligible, an employee must have been employed by the District for two (2) years or more.
 - d. Request for use of the Sick Leave Bank will be jointly approved by the DCU and the District. Requests of less than five (5) days or more than twenty (20) days will not be considered.
 - e. The Sick Leave Bank will not be used in association with a worker's compensation claim.
 - f. Employees' contribution to the Bank shall be for not less than four (4) hours nor more than one hundred (100) hours.

B. OTHER PAID LEAVES

An employee who is on an authorized paid leave as provided by this Section shall receive no loss of pay or benefits.

1. Family Illness

- a. All employees shall receive up to three (3) additional days per fiscal year with pay in case of illness of a member of the employee's immediate family. "Immediate Family" shall be interpreted to mean spouse, children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers and sisters of the employee, and also any person living in the home with the employee (use of this leave shall be for instances where care or attention by the employee is necessary). In the event that emergency conditions arise, an extension of family leaves shall be determined upon the merits of the individual case by the Office of the Superintendent (or designee). Employees who commence employment after the end of the first semester shall be entitled to one-and-one-half (1.5) days of family illness leave. After utilizing the available days for family illness leave, the employee may charge against their accumulated sick leave when additional time is needed to provide care for a member of the employee's immediate family.
- b. When an employee is laid off, accumulated sick leave will be frozen, and when the employee is recalled from layoff, such sick leave will be reinstated for that employee.

2. Absence Due to Quarantine or Isolation

An employee's absence from work because of quarantine or isolation to prevent the spread of a communicable disease by the appropriate public health official shall not be charged against the employee's sick leave and the employee shall suffer no loss in pay. Quarantine or isolation pay will not extend past the standard quarantine or isolation period established by the local public health authority, but in no event shall it exceed thirty (30) days.

To qualify for quarantine or isolation pay under this Section, an employee must be fully vaccinated (if a vaccine is available) as defined under guidelines set by the federal and state health authority, including any boosters.

3. Paid Leave Oregon (PLO) Top Off

- a. Employees may, at their request, elect to top off PLO benefits up to 100% of the employee's average weekly wage (as defined by PLO) using other accrued paid leave balances when they apply.
- b. If the employee elects to top off, the District will pay the top off directly to the employee in accordance with the District's usual practices for use of paid leave.
- c. Any overpayment of top off must be repaid by the employee. In the event of such an overpayment, PPS will seek to adjust employee's leave balance to true up the top-off payment accordingly.
- d. Employees who elect to top off will use leave balances towards the top off in the

following order for the following conditions:

- 1. employee health condition: sick, personal, vacation (if applicable)
- 2. family health condition: family illness, sick, personal, vacation (if applicable)
- 3. maternity/parental: sick, personal, family illness, vacation (if applicable)

4. Funeral Leave

- a. An employee shall be permitted an absence of up to one (1) day to attend the funeral of a relative or friend, although one-half day would generally be sufficient. When, in their opinion circumstances demand it, the Supervisor shall authorize two (2) days leave to attend the funeral of a relative.
- b. An employee who is absent because of a death in their immediate family shall be permitted three (3) consecutive days (or in the case of spouse, parent or child, five (5) consecutive days) and two (2) additional days at two-thirds (2/3) of their scheduled salary. "Immediate Family" shall be interpreted to mean spouse, children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers or sisters. Any other person living in the home of the employee shall be considered as immediate family providing the employee was responsible for the care of such person. In the event of death in the employee's immediate family during the employee's vacation time, they shall be entitled to the funeral leave provided by this Section in addition to accrued vacation time.

5. Emergency/Personal Business Leave

Employees employed on a regularly scheduled basis shall be entitled to three (3) days leave per work year without loss of pay under the following circumstances:

- a. In the case of unanticipated circumstances beyond the employee's control and for which prior planning cannot be made; or,
- b. For attending to matters which cannot be scheduled outside the employee's work hours and for which the personal attention of the employee is required. In such cases, a request indicating the reason for the leave must be made to the responsible administrator at least twenty-four (24) hours in advance.

Such leaves shall not be used for recreation, other employment, union or political activities, or to extend other leave categories as provided by this Agreement, unless on approved Paid Leave Oregon (PLO), Federal Family and Medical Leave (FMLA) or Oregon Family Leave (OFLA).

6. Mandatory Court Appearances

- a. An employee subpoenaed to appear as a court witness shall be excused from their work assignment without loss of pay, provided that the employee shall submit any witness fee received to the School District Business Office along with a copy of the subpoena. In cases where the employee is a plaintiff or defendant to the action, absence will be without pay or, at the employee's election, emergency leave as

provided in Paragraph 4. An employee required to appear in court as a co-plaintiff or co-defendant with the District shall be released without loss of pay.

- b. An employee subpoenaed for jury duty shall be excused from their work assignment without loss of pay provided that the employee shall submit any jury fee received to the School District Business Office along with a copy of the subpoena. On days when the employee is excused from jury duty, they shall report to their work assignment provided four (4) hours or more of their workday remains at the time they are excused; and provided that length of time on jury duty prior to excuse and their work day with the District shall not exceed their normal workday.

C. UNPAID LEAVES

1. Special Leaves of Absence

Employees who have been continuously employed for two (2) or more years may apply for a special leave of absence without pay. The Superintendent (or designee) shall exercise discretion in the granting of such leaves. Such leaves shall not exceed one (1) year without special authorization of the Board. Employees on such leaves shall not be permitted to engage in remunerative service without the approval of the Superintendent (or designee). Leaves under this Section shall be consistent with the Oregon Family Leave Laws and the Federal Family and Medical Leave Act of 1993.

2. Child Care Leave

- a. An employee covered by this Agreement shall be eligible for a child care leave (maternity, paternity or adoption) for up to six (6) months. The District may, upon written request, extend such leave for additional periods of time.
- b. An employee who returns to duty following a child care leave shall be entitled to any step increases received by other employees within their classification provided they were continuously employed for at least one-half (1/2) of their designated work year immediately prior to beginning the leave.
- c. The District shall retain full control and authority to establish policies and regulations in accordance with State statutes, regarding the administration of maternity and child care leaves. Such policies and regulations may include, but not be limited to: application procedures, requirements for physician statements, return procedures, etc. Such policies and regulations shall not be considered as part of this Agreement.

3. Federal Family Medical Leave Act and Oregon Family Leave Act

Family medical leave shall be granted according to the provisions of Federal Family Medical Leave Act and Oregon Family Leave Act (FMLA and OFLA). If there is a conflict in the two (2) statutes, the employee gets the greater benefit.

The District may require employees to utilize all accrued paid leave if on an approved FMLA/OFLA leave of absence.

4. Military Leave

The District shall be solely responsible for the establishment of a military leave policy required by state and federal law including ORS 408.210 through 408.290.

D. RETURN FROM LEAVE

Employees who are on an approved leave shall have the right to return to their position within twelve (12) calendar months providing the position continues to exist. Employees who are hired to replace an employee on an approved leave shall be considered as a temporary employee.

ARTICLE 17

INSURANCE

A. HEALTH AND WELFARE TRUST

1. The District shall contribute to the School District No. 1 Health and Welfare Trust, the cost of full time bargaining unit members and their dependents and domestic partners participating in the insurance plans of the Trust.
 - a. Effective January 1, 2024, the District shall contribute to the School District No.1 Health and Welfare Trust, a contribution not to exceed \$1,570.00 per participating full-time eligible employee, per month.
 - b. Effective January 1, 2025, the District shall contribute to the School District No.1 Health and Welfare Trust, a contribution not to exceed \$1,616.00 per participating full-time eligible employee, per month.
 - c. All employee groups with exception of employees covered by Appendices A and C, shall have the options available under the package provided by the School District No. 1 Health and Welfare Trust. Employees in Appendix A (Warehouse Workers and Truck Drivers) and Appendix C (Television Services) have negotiated to participate in the insurance plans offered by the Teamsters 206 Employers Trust.
 - d. The employee's portion of the monthly premium shall be made through a "lump-sum" deduction from their paycheck. Should the appropriate tax codes allow, said deduction shall be made on a pre-tax basis upon proper authorization from the employee. Should the District's payroll system allow, said deduction shall be made on the employee's first (1st) paycheck of the month for which the contribution is made.
2. During the life of this agreement, should the District increase the health insurance contribution of SEIU, PFSP, ATU, or the unrepresented employees of the District, at the DCU's discretion, this Article may be reopened for further negotiation under the

expedited bargaining rules.

B. WORKER'S COMPENSATION

All employees of the District are eligible for State workers' compensation benefits. For absence due to a compensable injury as defined in ORS Chapter 656, an employee shall retain the compensation check that they receive for time lost. The employee may supplement their compensation check with accrued accumulated sick leave. Coordination of Workers' Compensation benefits and Sick Leave Benefits shall be in accordance with applicable state regulation. For purpose of this Paragraph, it shall be considered that an employee's "regular check" paid in a particular payroll period is for services during all that payroll period. For instance, a monthly check paid in August equaling one-twelfth (1/12) of the employee's annual salary shall be deemed compensation for services during August so that workers' compensation benefits received with respect to all or part of that month would be deducted from the amount regularly payable as compensation from the District for such month. Employees who are absent due to an on-the-job injury shall continue to accumulate vacation credits.

ARTICLE 18

SAFETY

A. SAFETY

1. The District shall maintain safe working conditions in accordance with established federal and state regulations. The District and employees covered under this Agreement should work to avoid or minimize hazards.
2. The parties agree to comply with Oregon OSHA regulations.
3. SAFETY FOOTWEAR. The District will pay an allowance of \$200 per fiscal year to each employee who is required by the District to wear safety footwear when performing their regular work duties.

Definition: safety footwear shall mean safety shoes and boots that meet the most current ASTM standard that provides both impact and compression protection (currently ASTM F2413-18).

B. PHYSICAL EXAMINATIONS

1. In the interest of safety and the wellbeing of students, employees and the public, the District and the DCU and its affiliated unions agree to the objective of a substance free workplace. The District, at its discretion, may require that new employees have a medical examination including substance testing.
2. Such examination of a current employee(s) may also be required:
 - a. When supervision has reason to suspect employee conduct in violation of this drug and alcohol policy. Reasonable suspicion may be based on observations that the employer can describe, such as appearance, behavior, speech, breath odor, bodily symptoms, paraphernalia, or such other reasonable and responsible reason.
 - b. In the event of direct involvement or possible involvement in any type of accident or near- accident in which it can be shown that the employee's behavior, judgment,

actions, or lack thereof reasonably contributed to the accident or potential accident, injury, or damage to property or equipment.

3. The District will comply with the Omnibus Testing Act of 1991 and will pay for post-accident, random, re-employment, and reasonable suspicion abuse testing. Before implementing random testing, the District will notify DCU and engage in bargaining upon request by DCU.

C. PROPERTY LOSS

The District shall reimburse employees for loss of personal property, excluding the employee's automobile, which occurs while the employee is on duty under the following circumstances:

1. When the loss is a result of any unwarranted assault on the employee's person suffered while on duty.
2. Property stolen by the use of forcible entry on a locked container. Reimbursement shall be at replacement costs (not exceeding actual cost) less any insurance or worker's compensation reimbursement. Reimbursement shall not be made for losses less than five dollars (\$5.00) or that portion in excess of four hundred dollars (\$400.00) and shall not be made when carelessness or negligence on the part of the employee was evident.

Employees shall cooperate and support the District in its investigation and resolution of any reported loss. The District will provide assistance in attempting to investigate and/or reclaim other stolen or damaged personal property including automobiles.

D. FINGERPRINTING

The District will pay for the costs of record checks and fingerprinting of existing employees as required by state law.

ARTICLE 19

REDUCTION OF STAFF

- A. The District will consider all available alternatives prior to considering staffing reductions, including transfer to a vacant position provided the employee meets the minimum qualifications for the position. In the event the District determines a staff, classification, or employee group reduction becomes necessary, the District will release personnel in the inverse order of their length of service but may give consideration to special qualifications and experience, and minority employment. In the absence of such considerations and exemptions, layoff shall be based on seniority.
- B. Notice to DCU. The District will provide DCU as much advanced notice as practicable of anticipated reductions. The District will meet with DCU within five (5) working days following the notice of anticipated reductions. Upon request, the District will provide a current seniority list and copies of any non-privileged materials relied upon to determine the necessity of a reduction.

- C. Notice to Employee(s). The District will provide at least two (2) weeks written notice of layoff to each employee to be laid off under the provisions of this Article and will provide a copy to DCU. If an employee receives less than two (2) weeks advanced notice before the layoff date, the District will compensate the employee in an amount equal to the base wage the employee would have earned for the remainder of the two (2) week period had the layoff not occurred. This provision applies only to regular employees.
- D. Reductions shall be accomplished within employee classifications which are within employee groups. For the purpose of this Article, an employee group shall be considered as a category of employees, such as carpenters. An employee classification is a level of assignment within that group, such as foreperson. Reductions shall be by seniority within a classification; however, the District may assign employees from a higher classification to a lower classification within an employee group. The District shall not assign employees to a lower salary level without a corresponding change in job assignment or responsibility.
- E. Employees who have received a written notice of layoff may apply to any open and vacant position(s) in the District.
- F. An employee who rejects an assignment of equal pay and classification shall, by doing so, forfeit all rights under this Article. An employee offered an assignment of lower classification and salary, due to staff reduction, may elect layoff and retain the recall rights provided by this Article.
- G. An employee who is terminated due to such reduction in staff shall have preference in filling positions within their employee classification and shall be recalled by the District for employment in such classification based upon seniority with the District; provided, however, they are qualified for the assignment. Employees so terminated shall retain such right of recall for a period of two (2) years from the date of termination. The District will email and mail recall notices by certified mail to the last addresses reflected in the employee's official personnel file. Recalled employees must indicate their acceptance in writing within five (5) business days following receipt of the notice of recall. Employees so recalled by the District shall be reinstated with seniority rights accumulated as of the date of their termination. Any employee recalled by the District for a position comparable to the one from which they were terminated and who rejects such an assignment shall relinquish all rights provided in this Article and Agreement.
- H. By May 30, the District shall attempt to notify employees, whose work years correspond with the school year, of the intended employment status with the District for the following school year. Failure by the District to provide such notice of changes in staffing plans following issuance of notification will not interfere with the authority of the District to reassign or terminate an employee.
- I. This Article shall not apply to employees hired on a temporary basis. A temporary employee is one who is hired to fill a position with a duration of six (6) consecutive months, or less, or to replace a regular employee on an approved leave of absence or absence due to an on- the-

job injury.

- J. A regular employee laid off in accordance with this Agreement who is employed elsewhere will not forfeit future recall rights by declining reemployment with the District when the anticipated period of work is less than ninety (90) calendar days. An employee who does return to work for a short-term assignment of less than ninety (90) calendar days will not accrue additional seniority.
- K. See the individual appendices for additions and/or exceptions to this Article.
- L. All temporary employees, including retirees continuing to work, shall be terminated before any full-time employees are laid off within classification.

ARTICLE 20

VACATIONS AND HOLIDAYS

- A. Employees who are employed on a twelve (12) month basis shall accrue vacation with pay on a monthly basis as follows:

| Completed Years of Service | Annual Vacation (days) | Rate of Monthly Accrual |
|----------------------------|------------------------|-------------------------|
| 2 years and less | 10 days | 6.7 hours |
| 3 - 6 years | 15 days | 10.0 hours |
| 7 - 10 years | 18 days | 12.0 hours |
| 11 - 14 years | 20 days | 13.4 hours |
| 15 years and above | 22 days | 14.7 hours |

Employees shall accumulate vacation credits at the appropriate above monthly accrual rate following completion of each month worked. For employees with dates of hire after the first working day of a month, accrual shall begin (and/or be increased to the next step) the following month. For the purpose of this Article "month worked" shall mean on-the-job time, vacation time and authorized paid leave. New employees shall be eligible to take vacation upon successful completion of their probationary period. Exceptions may be made upon approval of the employee's supervisor. However, at no time shall an employee take paid vacation against time not yet earned.

Vacation requests must be submitted to an employee's supervisor at least seven calendar days in advance, and vacation requests are subject to supervisory approval. A supervisor may require that vacations be scheduled at a time least disruptive to the department to which the employee is assigned.

The number of days carried over at the end of each calendar year shall not exceed two (2) years' accrual, any overage will be lost. An employee who has scheduled vacation and is prevented by the District or workers' compensation compensated injury from taking their scheduled vacation, and because of a change in the fiscal year would lose accrued vacation hours, shall be allowed to reschedule the vacation period within a reasonable time.

An employee who occupies a position having a work year of less than twelve (12) months and who transfers to a 12-month assignment may count the time employed in the previous assignment as qualifying for vacation allowance. The basis for this allowance shall be the number of days worked in the previous position divided by a 21.75 day calendar month. This number will be converted to years of service and the employee shall commence to accrue vacation credits at the monthly rate shown above.

This Section shall not apply to employees hired on a temporary basis.

B. HOLIDAYS

1. Regularly employed 190-192-200-210 day employees shall receive the following paid holidays:

Labor Day

Veterans' Day

Thanksgiving Day

New Year's Day

Presidents' Day

Memorial Day

Martin Luther King's Birthday

Regularly employed 12-month employees shall receive the above days and, in addition, shall receive Juneteenth, Independence Day, and Christmas Day. Holiday pay is included in the monthly annual salary of salaried employees. Regularly employed hourly employees shall receive full pay for holidays. Employees who do not regularly work year-round shall receive Juneteenth and Independence Day if they work the regular business day before and the regular business day after the observed holiday.

2. Employees shall receive holiday pay provided the holiday falls on a scheduled workday of an employee and that the employee worked or was on an authorized paid leave the nearest scheduled workday immediately preceding and following the holiday.
3. The District reserves the right to change the days designated as paid holidays provided

that in so doing it does not reduce the number of paid holidays. Thirty (30) days prior to implementing such change, the District shall notify the DCU of the reasons therefore and provide opportunity for consultation.

4. Employees who are members of a religious faith may use the leave provisions of Article 16.B.5 for participation in religious observances when such participation during the workday is required by that faith.

ARTICLE 21 COMPENSATION

Effective July 1, 2024, an increase shall be applied to the wage rates of all the classifications covered by this Agreement in the amount of \$2.13 per hour.

On July 1, 2025, a four percent (4.0%) increase shall be applied to the salaries of all the classifications covered by this Agreement.

BONUS PAY PROGRAM

The District may implement a bonus pay program for a group of employees (such as employees assigned to a particular school) to receive additional compensation above their normal wage or salary rates based on the group's successful completion of goals specified in advance by the District. Nothing in this Agreement precludes bargaining unit members from participating in the program or receiving the bonus pay subject to any provisions in the applicable Appendix.

SCHOOL YEAR

The Board retains the right and authority to change the days on which school shall be held and to make any adjustments to the work year. In the event of adjustment to the work year, the District shall consult with the DCU before implementing any change, and the salaries set forth in this Agreement shall be adjusted for the added or deleted days on the basis of the employee's daily rate under said salary schedules.

PERSONAL VEHICLES

Employees who are required to use their personal vehicles for travel on behalf of the District during on- duty time shall be reimbursed by the District. The District may require as a condition for reimbursement that the employee provide a certificate of insurance showing that the employee has basic liability coverage equal to or greater than minimum amounts required by District policy or regulation. Reimbursement shall be at the rate established by the Internal Revenue Service.

PAYCHECK ON TERMINATION

The District will issue a paycheck on the next regularly scheduled payday to an employee covered by the DCU Agreement who resigns from their position. The final paycheck will be available to the employee by the first business day after the last day of work in the event of discharge or layoff.

SCHOOL CLOSURES

On scheduled workdays, if the District decides to close or delay opening, employees can use Emergency Leave pay or Vacation pay in lieu of unpaid leave unless employees have no such leave available. When employees report to work due to failure of the District to notify employees or delayed notice of closure, employees reporting to work shall receive at least one-half day of compensation.

ARTICLE 22

DURATION

- A. Except as may otherwise be provided for in this Article, this Agreement shall become effective as of the date it is signed by the parties and shall continue in effect through 11:59 pm, December 31, 2025.
- B. The parties agree to enter into successor negotiations no later than September 15, 2025.
- C. Should there be an intervening change in the law which would significantly reduce the District's revenue, and thus, its fiscal stability below the level being planned for at the time of the execution of this Agreement, the parties agree to reopen the negotiations on salaries and other economic benefits established by this Agreement.
- D. In the event that under applicable laws, some other method of representation or some other applicable representative for employees is elected, this Agreement shall not terminate, but shall be fully binding according to its terms upon any and all employees or successors to the DCU as exclusive representative of employees or portion thereof, except as to representation of employees for whom the DCU remains the exclusive collective bargaining representative by law, such event shall terminate the rights and authority of the DCU under this Agreement.

APPENDIX A

SALARY SCHEDULE FOR WAREHOUSE WORKERS AND TRUCK DRIVERS

THE WAGE RATES FOR JOURNEYMEN WAREHOUSE WORKERS AND TRUCK DRIVERS SHALL BE:

| | HOURLY RATE | |
|-------------------------------|---------------------|---------------------|
| | <u>July 1, 2024</u> | <u>July 1, 2025</u> |
| Warehouse Worker | \$21.28 | \$22.14 |
| Warehouse Worker/Truck Driver | \$31.43 | \$32.69 |

1. Rates for Leadperson, Foreperson and General Foreperson when assigned by the District will be as follows:

Leadperson: Truck Driver/Warehouse Worker rate plus three percent (3%)

Foreperson: Truck Driver/Warehouse Worker rate plus ten percent (10%)

General Foreperson: Truck Driver/Warehouse Worker rate plus fifteen percent (15%)

2. A Warehouse Worker assigned responsibility for the Food Service Department's cold food storage shall receive Truck Driver/Warehouse Worker rate plus five percent (5%).
3. An employee substituting in, or temporarily assigned to, a higher classification for two (2) hours or more shall be paid at the rate of the higher classification.
4. Present employees will be given the opportunity to apply for vacancies in the department to which they are assigned. The most senior employee who meets the qualifications for the position will be assigned to the vacancy. Upon selection, employees will serve a 90-day trial service period in the new assignment. During the trial period, if the employee's performance is unacceptable, the employee and their supervisor will meet to discuss. If the employee is unsuccessful, or chooses, upon completion of the 90-day trial period, the employee will be returned to their former position. Employees in other departments so requesting will be interviewed and considered to fill vacancies prior to considering outside applicants. The District reserves the right to appoint to Lead and Foreperson positions.
5. Except in an emergency, twenty-four (24) hours advanced notice shall be given for any required overtime. Employees shall be given the opportunity to sign up for scheduled overtime. Such work shall then be assigned to the most senior worker(s) who signed up

providing they are qualified. If no worker signed up, the work shall be assigned to the worker with the least seniority who is qualified.

6. Seniority shall be based on length of continuous employment by the District as a driver and/or warehouseman under this Appendix. In the event of a layoff, the District will release personnel in the inverse order of their seniority. When filling a regular vacancy, the District will recall by seniority. The District will follow the provisions outlined in Article 19 of this contract. Laid off employees shall have the right to refuse work of less than thirty (30) days duration without affecting their rights of recall provided under Article 19 and this Appendix. A Leadperson and Foreperson shall be considered as a separate classification provided they have been in a Leadperson/Foreperson assignment for a minimum of one (1) year.
7. When the District has twenty-four (24) hours advance notice of available work on a previously unscheduled day, meaning at least one eight-hour shift, the District shall make a good faith effort to contact the most senior employee on the department's seniority list for such available work.
8. An employee who is hired in to a full-time position (eight (8) hours per day) will be guaranteed full-time work (eight (8) hours) on each day worked.
9. Prior to hiring temporary workers, any extra work during school recess periods, such as winter, spring and summer breaks, shall be offered to those employees whose regular work year coincides with the school year, providing they are qualified. This, however, shall not prevent the District from the practice of providing temporary employment opportunities for students.
10. The District shall inform Teamsters Local #206 of any new hires, in accordance with Article 4 Section H.
11. The District has the right to subcontract out bargaining unit work and/or work currently being performed by members of the bargaining unit. Subcontracting shall not be defined to include the District's past practice and present methods of operation. However, no work that involves the warehousing of District supplies will be outsourced. The District retains the unlimited rights, among others, to direct ship from vendors and to lease out warehouse space. If an employee(s) will be laid off as a result of District action and if the union so chooses, the union may provide the District with information about the economics and productivity of the specific action being contemplated. In addition, the union may demand that the District bargain over the impact of the decision on such employee(s).
12. When employees covered in this Appendix are working less than eight (8) hours in a scheduled work day, such as Nutrition Services summer work, employees will follow Bureau of Labor and Industries break and lunch rules.

13. If, during the life of this Agreement, District upgrades of its computer and records systems make it administratively and financially feasible to implement a weekly payroll period for employees covered under this Appendix A, then the parties will engage in discussions about implementation.

HEALTH INSURANCE

All provisions of Article 17 – Insurance shall apply to employees covered by this Appendix A except as specifically modified herein. The parties agree employees covered by Appendix A shall be covered by the Teamsters 206 Employers Trust for Plan AAVR or any plan offered by the Trust. The parties agree that the provisions of Article 17.A.1.a. pertaining to Insurance contributions into the School District Health and Welfare Trust shall not apply to the employees covered by this Appendix.

- A. The parties agree that the provisions of Article 17.A.1. concerning the amount of the District’s contribution, the composite rate per full time eligible employee covered by this Appendix and the definition of full-time and part-time employees as well as the contribution formula for each shall continue to apply to the employees covered by this Appendix although said contributions shall be made to the Teamsters 206 Employers Trust for the Trust’s Plan AAVR or any plan offered by the Teamster Trust.
- B. Contributions shall be made on active employees, eligible retirees and their eligible spouse/same sex domestic partner. No contributions will be required for individuals who no longer work for the District regardless of the reason for separation except in the case of an individual whose discharge is reversed through Article 10 – Grievance Procedure.
- C. Any employee portion of the monthly contribution may be made on a pre-tax basis provided appropriate regulations allow.

APPENDIX B

SALARY SCHEDULE FOR BUS MECHANICS

THE WAGE RATES FOR BUS MECHANICS SHALL BE:

HOURLY RATES

| | <u>July 1, 2024</u> | <u>July 1, 2025</u> |
|----------------|---------------------|---------------------|
| Lead Mechanic | \$40.14 | \$41.75 |
| Mechanic | \$39.03 | \$40.59 |
| Serviceman | \$30.82 | \$32.05 |
| Bus Fueler | \$30.82 | \$32.05 |
| Shop Assistant | \$23.94 | \$24.90 |

* Reflects increase of Mechanic and Lead Mechanic rate to same as Machinist and Lead Machinist.

HOOURS OF WORK AND OVERTIME

Work performed in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the overtime rate of time and one-half (1½ x) the employee's straight-time hourly rate of pay.

When so selected by the District, a second/"swing" shift may be established provided the employees and the local union are given one weeks' notice of the change.

TOOL ALLOWANCE

Following completion of one year of service, school bus Mechanics will receive a tool allowance of \$500.00 per year. It is the shared expectation of both the District and the Union that the tool allowance will be used to purchase quality tools, for use at work. The District will purchase and retain ownership of any required specialty tools.

REIMBURSEMENT FOR STOLEN TOOLS

Where tools and boxes are stolen by the use of forcible entry, reimbursement shall be at replacement costs (not exceeding actual cost) less insurance or workers' compensation reimbursement. Reimbursement shall not be made for losses less than five dollars (\$5.00) or that portion in excess of one thousand dollars (\$1,000.00) and shall not be made when carelessness or negligence on the part of the employee was evident.

HIGHER CLASSIFICATION PAY

Except for on-the-job training purposes, whenever an employee is required to perform any work for more than four (4) hours (per workday) in a classification above that in which the employee is normally classified, the employee shall be paid for such work at the higher classification rate.

It is understood and agreed that an employee may occasionally or intermittently, for short periods of time during their shift, perform duties which are normal to higher-level classification. Occasional performance of such duties is not to be considered subject to this section.

PROFESSIONAL CERTIFICATIONS

In those positions where the District (Transportation) determines Professional (ASE) Certifications are desired, the District will advise the involved employees.

If the employee obtains the agreed upon certifications, the District will pay an annual incentive bonus of \$100.00 per current certification. The time and cost to obtain the certifications is the sole responsibility of the employee.

DRIVING OF SCHOOL BUSES

Mechanics will not be required to drive a school bus, for the purpose of transporting students to and from school, unless all other District transportation options have been exhausted.

APPENDIX C

SALARY SCHEDULE FOR TELEVISION SERVICES

THE WAGE RATES FOR TELEVISION SERVICES SHALL BE: HOURLY RATES

| | <u>July 1, 2024</u> | <u>July 1, 2025</u> |
|---|---------------------|---------------------|
| CHIEF ENGINEER | \$39.55 | \$41.14 |
| ASSISTANT ENGINEER | | |
| PRODUCTION MANAGER | \$41.91 | \$43.59 |
| Effective January 1, 2020, the Production Manager will be aligned with the Electronics Technician classification in Appendix D. | | |
| Producer | \$41.91 | \$43.59 |
| MASTER CONTROL OPERATOR | \$41.91 | \$43.59 |
| TV TECHNICIAN | | |
| Step 5 | \$31.97 | \$33.25 |
| Step 4 | \$28.99 | \$30.15 |
| Step 3 | \$26.03 | \$27.08 |
| Step 2 | \$23.01 | \$23.94 |
| Step 1 | \$20.95 | \$20.86 |
| PRODUCTION ASSISTANT | | |
| Step 5 | \$28.96 | \$30.12 |
| Step 4 | \$26.31 | \$27.37 |
| Step 3 | \$23.60 | \$24.55 |

| | | |
|--------|---------|---------|
| Step 2 | \$20.93 | \$21.77 |
| Step 1 | \$18.22 | \$18.95 |

PROGRESSION

Production Assistant, Producer, Master Control Operator and TV Technician are considered as “journey level” positions. Training Progression levels shall be at sixty percent (60%), seventy percent (70%), eighty percent (80%) and ninety percent (90%) of the "journey level" rate. Advancement, such as from 60% to 70%, 70% to 80%, etc., shall occur at six (6) month intervals provided the employee has demonstrated satisfactory performance and development towards achieving “journey level” competency. In the event an employee is not to be advanced, the District shall so inform the employee in writing setting forth the reasons. A copy shall be provided to the DCU.

NEW HIRES

Newly hired employees within the Production Assistant, Producer, Master Control Operator, and TV Technician classifications shall be placed in the progression schedule based upon their experience and qualifications as determined by the District.

TRANSFERS AND PROMOTIONS

- A. Transfers
In the event of a position opening, the District will give consideration to qualified current employees wishing to transfer between classifications.
- B. Promotions
In the event of a position opening, the District will give consideration to qualified current employees wishing to be promoted to a different classification.

HEALTH INSURANCE

All provisions of Article 17 – Insurance shall apply to employees covered by this Appendix C except as specifically modified herein.

The parties agree employees covered by Appendix C shall be covered by the Teamsters 206 Employers Trust for Plan AAVR or any plan offered by the Trust as soon as practicable after ratification of the DCU contract.

The parties agree that the provisions of Article 17.A.1.a. pertaining to Insurance contributions into the School District Health and Welfare Trust shall not apply to the employees covered by this

Appendix.

The parties agree that the provisions of Article 17.A.1. concerning the amount of the District's contribution, the composite rate per full time eligible employee covered by this Appendix and the definition of full-time and part-time employees as well as the contribution formula for each shall continue to apply to the employees covered by this Appendix although said contributions shall be made to the Teamsters 206 Employers Trust for the Trust's Plan AAVR or any plan offered by the Teamster Trust.

Contributions shall be made on active employees, eligible retirees and their eligible spouse/same sex domestic partner. No contributions will be required for individuals who no longer work for the District regardless of the reason for separation except in the case of an individual whose discharge is reversed through Article 10 – Grievance Procedure.

Any employee portion of the monthly contribution may be made on a pre-tax basis provided appropriate regulations allow.

APPENDIX D

SALARY SCHEDULE FOR MAINTENANCE WORKERS

HOURLY WAGES FOR MAINTENANCE WORKERS SHALL BE AS FOLLOWS

HOURLY RATES

| <u>CLASSIFICATION</u> | <u>July 1, 2024</u> | <u>July 1, 2024</u> |
|-------------------------------|---------------------|---------------------|
| Brick Mason | \$37.12 | \$38.61 |
| Carpenter | \$38.93 | \$40.49 |
| Carpet and Linoleum Layer* | \$30.51 | \$31.74 |
| Cement Mason | \$33.56 | \$34.91 |
| Electrician | \$46.33 | \$48.19 |
| Glazier | \$36.21 | \$37.66 |
| Laborer | \$30.51 | \$31.74 |
| Landscape Laborer * | \$30.51 | \$31.74 |
| Locksmith | \$36.43 | \$37.89 |
| Machinist | \$39.03 | \$40.60 |
| Painter * | \$30.51 | \$31.74 |
| Plasterer | \$33.68 | \$35.03 |
| Plumber | \$46.06 | \$47.91 |
| Rofer * | \$30.51 | \$31.74 |
| Sheet Metal Worker | \$42.29 | \$43.99 |
| | | |
| Steamfitter | \$46.06 | \$47.91 |
| Tile Setter | \$31.78 | \$33.06 |
| * Same rate as Laborer | | |
| <u>OTHERS</u> | | |
| Mason Tender * | \$30.51 | \$31.74 |
| Plumber's Helper * | \$30.51 | \$31.74 |
| Electronic Technician (90% of | \$41.70 | \$43.37 |

| <u>CLASSIFICATION</u> | <u>July 1, 2024</u> | <u>July 1, 2024</u> |
|--|---------------------|---------------------|
| Electrician) | | |
| Music Repair Technician 1 | \$41.91 | \$43.59 |
| Music Repair Technician 2 | \$48.55 | \$50.50 |
| Machinist Helper (86.5% of Machinist) | \$33.76 | \$35.12 |
| Building Automation Specialist (same as Steamfitter) | \$46.06 | \$47.91 |
| Physical Security Technician | \$48.55 | \$50.50 |

Employees assigned as Corrosion Technician, Fire Sprinkler Technician, and Backflow Technician shall receive an additional three percent (3%). If another employee is assigned work orders or tasks for Corrosion, Fire Sprinkler or Backflow Prevention, they shall receive an additional three percent (3%) for the hours worked on these tasks. Work must be clearly documented in the employee’s work order at the end of every day.

WAGES AND HOURS

1. Rates for Leadperson, Assistant Foreperson, and Foreperson when assigned by the District will be as follows:

| | | |
|----------------------|---|---------------------------|
| Leadperson | = | Journeyman rate plus 3% |
| Assistant Foreperson | = | Journeyman rate plus 6.5% |
| Foreperson | = | Journeyman rate plus 10% |

- A. In the event that there are more than three (3) tradespersons in the multi-craft shop, the District shall assign a Lead worker at the journey-level rate plus three percent (3%).
- B. In the event that there are more than three (3) employees assigned to work together, the District shall assign a lead worker at the journey-level rate plus three percent (3%).
- C. Asbestos Abatement Work: The District will pay maintenance employees qualified and trained to remove asbestos at the following premium rates under the following conditions:
 - A Maintenance employee who has the required DEQ Supervisors certification will receive a certification premium in the amount of \$10.00 per hour worked when assigned by the District to lead a crew of more than three (3) maintenance employees assigned to perform asbestos abatement.
 - A Maintenance employee who is qualified and trained to perform asbestos abatement under this Section will receive a certification premium in the amount of \$6.00 per hour for asbestos abatement work assigned by the District.

- The primary intent of this work is to remove, repair, encapsulate or enclose friable asbestos material that requires a Class I or II OSHA certification to perform; or
 - for the removal of up to forty (40) linear or eighty (80) square feet, by glove bagging of friable asbestos material, limited to thermal system insulation, ceiling and wall material, and surface material, as allowed by OSHA and DEQ rules. No such premium for asbestos abatement will be paid when alternate methods to glove bagging are permissible for asbestos abatement by OSHA and DEQ rules and the District has determined to be an appropriate method of asbestos abatement; or
 - for the removal of non-friable asbestos containing materials, limited to vinyl asbestos tile, cement asbestos board, and built up roofing, using methods that are permissible for asbestos abatement by OSHA and DEQU rules and the District has determined to be an appropriate method of asbestos abatement.
- No Premium will be paid when the abatement of asbestos is de minimis.
 - Maintenance employees are required to submit all documentation related to the abatement work, such as procedure checklist, air samples and associated forms.
- D. Workers performing work in a higher paid classification shall receive a minimum of two (2) hours, or actual hours worked if over two (2), pay at the higher rate for work in the higher classification.
- E. Eight (8) hours shall constitute a standard workday. Five (5) days, Monday to Friday, shall constitute a standard workweek.
- F. The standard workdays shall be eight (8) consecutive hours set by the employer between the hours of 6:00am and 5:00pm with a minimum thirty (30) minutes unpaid lunch break. Standard shifts starting times may be changed upon thirty (30) days' notice.
- G. When so selected by the employer, a second, or "swing" shift may be established provided employees are given one week's written notice of shift changes, unless the affected employees and the DCU agree to waive such notice.
- H. The standard second or "swing" shift shall be eight (8) consecutive hours between the hours of 12:00 noon and 12:00 midnight. Workers on the second or "swing" shift shall receive eight (8) hours' pay at the regular rate plus One Dollar and Six Cents (\$1.06) an hour for eight (8) hours' work which shall include a thirty (30) minute employer-paid lunch period.

- I. In the event an employee must work overtime, the employee shall be compensated at the overtime rate. There will be no comp time. Overtime shall be paid at the rate of one and one-half (1½x) times the regular rate of pay, except for Sundays and holidays, which shall be paid double (2x) the regular rate.
- J. It is recognized by the parties that productivity and attendance are related issues and, therefore, have a joint interest in cooperating to improve both.

TRAINING PROGRAM

The DCU, through its affiliated unions, will cooperate with the administration of the District in reducing costs by the employment of apprentices through the apprenticeship programs of the appropriate union, up to the journeyman/apprentice ratio established by that union. The District will work with existing apprenticeship programs. The District will contribute to apprenticeship training programs for those trades in which the District has apprentices actively employed. Selection of apprentices by the District shall be done in consultation with the affected union.

OPTIONAL 10-HOUR DAY, 4-DAY WORK WEEK

The District may find it desirable to effect a 10-hour, 4-day workweek with all or some of the maintenance workers on all or some shifts. Before implementing such a schedule, representatives of the District and the DCU shall meet and agree upon the conditions of such a schedule.

EMERGENCY STANDBY

A worker, who agrees and is designated to be on call during evenings, weekends or holidays to meet emergency situations, shall receive one (1) hour of pay for each day they are on call.

INCLEMENT WEATHER

1. If the District closes all schools and offices ("all-District closure day"), maintenance employees are expected and required to report for and work their full shift unless an individual maintenance employee is specifically and individually informed by the District that they cannot report or must leave their shift early. Maintenance employees that are on medical leave, emergency personal/business leave, vacation or any other leave provided under the collective bargaining agreement or protected by law will not be required to report to work.
2. If an individual maintenance employee is unable to report due to unsafe weather conditions, that maintenance employee must inform their supervisor and will be required to use vacation, emergency personal leave or unpaid leave to cover all hours not worked on that day.

3. A maintenance employee who works during an all-District closure day will be compensated in line with their usual compensation, as governed by the collective bargaining agreement for all hours worked during all-District closure days.

TOOLS

If a worker is required to use their personal tools while on duty with the District, the District shall replace any tool loss providing the worker has filed a tool inventory list with, and approved by, the Maintenance Supervisor and the loss is not a result of carelessness or negligence on the part of the workers.

CONTRACTING REFERENCE

- A. Prior to awarding a public contract for the construction of a new facility or a major renovation or addition to an existing facility, the District shall give advance notice thereof to DCU. The District and DCU agree to discuss the possibility of a project labor agreement in the event that the District plans a project that is large enough or complex enough to make a project labor agreement beneficial and lawful.
- B. All work that is contracted for by the District shall be subject to appropriate BOLI regulations including ORS Chapter 279 and OAR Chapter 839. The parties acknowledge that the District may need to use a competitive bidding process to consider subcontracting work other than that described in paragraph A if the work can be performed more efficiently or cost effectively by a contractor. That includes maintenance work and other work that has historically been performed by bargaining unit members. The primary reason for this subcontracting is not to undercut the wage and benefit package contained in this Agreement. If the District intends to subcontract such work, prior notice will be given to DCU. Subcontracting of such work is allowed provided that the employees of the contractor who hold positions comparable to those described in this Agreement receive an hourly compensation package (including wages, insurance and retirement) that is comparable to the hourly compensation package described in this Agreement for those positions. The only classifications subject to this requirement are those recognized by the Oregon Bureau of Labor and Industries. A comparable compensation package is established by:
 - a. Being a signatory to the appropriate craft Master Labor Agreement; or,
 - b. Paying the “prevailing wage” as determined by the Oregon Bureau of Labor & Industries; or,
 - c. Other equally reliable proof.

Furthermore, the contractor must agree to provide reasonable information to the District and the DCU to allow an audit of compliance with the provisions of this paragraph.

AFFILIATED UNIONS SERVICING THIS AGREEMENT

| | |
|--|--------------|
| Bricklayers Local No. 1 (Appendix D) | 503-232-0358 |
| Pacific Northwest Regional Council of Carpenters (Appendix D) | 503-261-1862 |
| Cement Masons Local Union 555 (Appendix D) | 503-232-9341 |
| Electricians Local Union 48 (Appendices C, D) | 503-256-4848 |
| Glaziers Architectural Metal and Glass Workers Local Union 740 (Appendix D) | 503-255-3920 |
| Laborers Local Union 737 (Appendix D) | 503-801-2209 |
| Linoleum and Carpet Layers Local Union 1236 (Appendix D) | 503-255-8444 |
| Machinists District Council 24 (Appendices B, D) | 503-238-5550 |
| Painters District Council 55 (Appendix D) | 503-257-6644 |
| Plasterers Local Union 82 (Appendix D) | 503-232-3257 |
| Plumbers & Steamfitters Local Union 290 (Appendix D) | 503-691-5700 |
| Sheet Metal Workers Local Union 16 (Appendix D) | 503-254-0123 |
| Teamsters Local Union 206 (Appendix A) | 503-251-2344 |

SIGNATURE PAGE

The parties, by their authorized representatives, have set their hand to this agreement this _____ day of _____, 20__

FOR THE DISTRICT COUNCIL OF UNIONS:

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

FOR PORTALND SCHOOL DISTRICT NO. 1, MULTNOMAH COUNTY:

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

AGREEMENT
Between
DISTRICT COUNCIL OF UNIONS
and
PORTLAND PUBLIC SCHOOLS

2020-2024 - 20232025

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PREAMBLE

This Agreement is entered into by and between the District Council of Unions, hereinafter referred to as the “DCU”, and School District #1, Multnomah County, Oregon, hereinafter referred to as the “District”.

ARTICLE 1

RECOGNITION AND APPLICATION OF THE AGREEMENT

The District recognizes the DCU as the exclusive bargaining representative for its affiliated unions. This Agreement and appendices shall apply as appropriate to all ~~warehousemen~~ warehouse workers and truck drivers, maintenance workers, and all other classifications specified elsewhere in this Agreement, including the Appendices.

ARTICLE 2

TEMPORARY EMPLOYEES

- A. A temporary employee is one who is hired to fill a position with a duration of six (6) consecutive months, or less, or to replace a regular employee on an approved leave of absence or absence due to an on-the-job injury.
- B. Temporary employees are entitled to all benefits of this agreement except benefits provided by Article 19 (Reduction of Staff), and 20 (Vacation and Holidays).
- ~~C. The parties agree that temporary employees’ sick leave will be regulated by Portland Public Schools memo dated November 8, 2016 – attached.~~
- ~~D.C.~~ The use of temporary employees shall not be used systematically to avoid hiring regular employees.
- ~~E.D.~~ Temporary employees will, upon re-employment, be given seniority credit for previous time worked as a temporary employee unless a period of six (6) months or more has elapsed since their last period of employment.
- E. An exception may be granted for apprentices upon agreement of both parties.

F. TEMPORARY EMPLOYEE SICK LEAVE

- 1. Temporary employees accrue sick leave based on hours worked at a rate of one (1) hour per thirty (30) hours worked, excluding overtime. Each fiscal year, (July 1 – June 30) up to forty (40) hours of accrued sick time may be used. Sick leave shall not accrue for time not worked (paid or unpaid). All sick leave absences must be taken in one (1) hour increments.

2. All newly hired temporary employees who have worked for at least 91 calendar days may use sick leave that has accrued.
3. Employees are to make reasonable efforts to schedule sick leave, in foreseeable situations, and to provide notification to their manager.
 - a. For foreseeable absences, such as pre-scheduled medical appointments, a minimum of twelve (12) hours' notice is required.
 - b. For unforeseeable absences, such as sudden illness or medical emergencies, a minimum of two (2) hours' notice is required or as soon as practicable.
4. Paid sick leave can be used for physical or mental illness, injuries, or medical appointments for treatment or preventative care. It can be used for the employee's own health condition, for care of a family member, or for the purposes provided in ORS 653.616.
5. A family member is defined as the spouse of an employee, the biological, adoptive or foster parent or child of the employee, the grandparent or grandchild of the employee, a parent-in-law of the employee or a person with whom the employee was or is in a relationship of in loco parentis.
6. The District will require a physician's statement after three (3) days' absence, prior to returning to work.

ARTICLE 3

STATUS OF AGREEMENT & CONTRACT ADMINISTRATION

- A. If there is a conflict between any provision of the body of this Agreement and any of the appendices, the provisions of the Appendix shall be controlling.
- B. This Agreement shall modify, replace or add to any policies, rules, regulations, procedures or practices of the District which shall be contrary or inconsistent with its terms. The provisions of this Agreement and specific modifications thereto found in the appendices shall be incorporated into and become part of the established policies, rules, regulations, practices and procedures of the District for employees covered by this Agreement.
- C. In the event that any provision of this Agreement is or shall at any time be determined to be contrary to law by a court or agency of competent jurisdiction, all other provisions of this Agreement shall continue in effect. Only the subjects of the deleted provisions and the affected provisions shall be subject to further collective bargaining during the term of this Agreement with respect to the period covered by the Agreement.
- D. There shall be two (2) signed copies of the final Agreement for the purpose of records. One

(1) shall be retained by the District, one (1) by DCU.

- E. The District shall print and provide sufficient copies to affiliated unions of the DCU for distribution to all employees covered by the Agreement within sixty (60) days following ratification. The District shall provide a copy to all new employees.
- F. The Board, the DCU and their respective representatives shall take no action in violation of, or inconsistent with, any provision of this Agreement.
- G. The parties acknowledge that during negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subjects appropriate for bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, except as otherwise expressly provided for in this Agreement, or as required by State collective bargaining law, the Board and the DCU agree that the other shall not be obligated to negotiate or bargain collectively with respect to any subject matter, during the term of this Agreement.

CONTRACT ADMINISTRATION

At the request of either party, representatives of the DCU and the District shall meet at mutually agreed times and places for the purpose of reviewing the administration of this Agreement.

The District and the DCU shall designate representatives to a Labor and Management Committee. Membership shall be limited to four designees per party. The purpose of the Labor and Management Committee is to: work together to develop operational efficiencies; identify and resolve operational issues; and, improve communication and collaboration. The function of this committee is not intended to bypass the normal grievance procedure nor the articles contained in the DCU Agreement.

ARTICLE 4

COUNCIL RIGHTS

- A. The DCU, through its representatives, shall have the right to transact official DCU business relevant to employees on School District property at all reasonable times, provided that it does not interfere with or interrupt classes or other normal School District operations. Such rooms or other appropriate meeting facilities shall be made available for DCU use as requested without charge to the DCU, except that the Board may make reasonable charge when special service is required beyond normal operational practice.
- B. The DCU representative shall have the right to use School District facilities and equipment, at reasonable times, when the same are not otherwise in use. The DCU agrees to pay the cost of all materials and supplies incidental to such use.
- C. DCU representatives shall make their presence known to the appropriate administrative authority when visiting School District facilities. Such visits shall not interrupt work or disrupt normal School District functions.

- D. The DCU shall have the right to make announcements at employee staff meetings or by use of any existing communication procedures not ordinarily available to students.
- E. The DCU and its representatives shall have the right to post notices of activities and matters of DCU business and concern on staff bulletin boards. At least one such bulletin board shall be in each School District building. The DCU may use the District mailboxes for communications.
- F. The Board shall make available to the DCU upon ample request to the Office of the Superintendent any and all reasonably available information, statistics and records which are relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement.
- G. Copies of written work rules which are applicable to a classification of employees and issued by supervision after the execution of this Agreement, for which failure to comply may result in discipline of an employee, shall be posted and provided to the employees and their affiliated DCU union.
- H. ~~The District will supply to the DCU President and DCU Vice President and the appropriate representative the employee information required under ORS 243.804(4) on a monthly basis. name, address, last four digits of social security number, classification, rate of pay and date of hire of each newly hired or rehired employee in a bargaining unit position within fourteen (14) days of being hired.~~
- H.I. If a job position covered under the terms of this agreement becomes open and vacant, the District will notify the DCU President and DCU Vice President on or before the day the job is posted.

ARTICLE 5

NO STRIKE CLAUSE

During the life of this Agreement, the DCU or any employee(s) will not authorize, cause, engage in, or sanction any form of illegal concerted work stoppage, boycott, picketing, or any other interruption of work at, within, or concerning any facilities or operations of the School District. The District shall not cause an illegal lockout of employees from their work.

ARTICLE 6

MANAGEMENT RIGHTS CLAUSE

Except as otherwise provided in this Agreement, the DCU agrees that the Board and its designees shall retain control and direction over all matters of inherent managerial policy. Such matters shall include, but are not limited to:

- A. The executive management and administrative control of the school system and its functions and programs, including the development of budgets and actions as may be necessary to meet emergency situations;

- B. Hire all employees and the right to determine their qualifications and the conditions of their continued employment or their discipline, termination, demotion, promotion or transfer;
- C. Assign and direct the work of all employees, and determine the number of shifts and hours and days of work and starting times and scheduling of all employees;
- D. Determine the policy affecting the selection, testing or training of employees;
- E. Establish the work and school calendar;
- F. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including any changes, automation, or institution of new methods or processes;
- G. Adopt rules, and regulations;
- H. Determine the location or relocation of its facilities, including the establishment or relocations of schools, buildings, departments, divisions or subdivisions and the relocation or closing of offices, departments, schools, programs, divisions or subdivisions, buildings or other facilities;
- I. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies;
- J. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations;
- K. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization; and,
- L. Select and utilize technology.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District shall be limited only by the specific terms of this Agreement and are subject to the duty to bargain under ORS 243.650 et. seq. Whenever practicable, the District shall inform the DCU of any significant issues affecting employees covered by this Agreement.

ARTICLE 7

PAYROLL DEDUCTIONS

1. Any employee who is a member of the DCU, or who has applied for membership, may sign and deliver through the DCU to the District's Payroll Office an assignment authorizing deduction of membership dues in the DCU. Such authorization shall continue in effect from year to year unless revoked in writing between September 1 and October 1 of any year. Pursuant to such authorization the District shall deduct the regular monthly dues from a

regular salary check of the employee during each calendar month. With respect to all sums deducted by the District pursuant to said authorizations, the District agrees to remit such items within ten (10) days from the date of deduction to the DCU affiliate.

2. Upon appropriate written request from the employee, the District shall deduct from the salary of any employee and make direct deposit or other appropriate remittance for the following approved deductions:

Approved Charitable Organizations

School District No. 1 Health and Welfare Trust Premiums Credit Union (On Point Community Credit Union)

Up to two (2) different accounts with financial institutions Fixed or Variable Tax Deferred Annuity Plans

I.R.C. Section 125 Flexible Spending Account Plan

ARTICLE 8

BARGAINING UNIT AFFILIATION

~~A. The District will supply to the appropriate DCU affiliated union the name, address, last 4 digits of the social security number, classification and date of hire of each newly hired or rehired employee on a monthly basis.~~

~~B.~~A. _____ A representative from DCU or the appropriate affiliated union may meet with a newly hired employee during the employee's orientation for up to one hour. If the employee's orientation will not occur within thirty (30) days of the date of hire or if the employee will not be given a formal orientation, a representative from DCU or the appropriate affiliated union may meet with the newly hired employee within thirty (30) days of hire at a time mutually agreed upon between the union representative and the District.

~~C.~~B. _____ The DCU affiliated unions agree that they will indemnify, defend and save harmless the District and all persons acting on behalf of the District from all suit actions, proceedings, complaints, claims, liability or expense resulting from the implementation or enforcement of this Article, Article 7, or any provision thereof.

ARTICLE 9

MAINTENANCE OF BENEFITS

No employee covered by this Agreement shall suffer any reduction in rate of pay or fringe benefits solely as a result of the execution of this Agreement excluding any changes to healthcare benefits under Article 17.

ARTICLE 10

GRIEVANCE PROCEDURE

~~PPS and DCU will form a Task Force to review and clarify the grievance procedure. The Task Force will begin meeting no later than 60 days after ratification of the Collective Bargaining Agreement.~~

The purpose of this procedure is to provide for an orderly adjustment of grievances contended by an employee or group of employees.

SECTION 1 DEFINITIONS

1. An “aggrieved” is an employee or group of employees who initiate a complaint alleging they have been directly injured through a violation of the terms of this Agreement. The term “aggrieved” also includes the DCU with respect to alleged violations of its organizational rights under this Agreement.
2. A “grievance” shall mean a contention by an aggrieved that they have been directly injured by a violation of this Agreement. The term “grievance” shall not include and this procedure shall not apply to any of the following:
 - a. Any matter as to which the Board of Education is without authority to act.
 - b. Any matter for which a specific administrative or judicial remedy has been prescribed by the State and/or Federal Statute. (Such as employment discrimination, health and safety, etc.)
 - c. Any dispute concerning whether any part of this Agreement became effective or ceased to be effective.
3. For the purpose of this article, the term “days” shall mean work days excluding weekends and holidays.

STEP 1

The aggrieved employee shall first discuss the grievance with their supervisor, or other administrator whose action is alleged to have violated this Agreement within thirty (30) days of the alleged violation. The employee may be represented as described in Section 2. The supervisor shall respond within ten (10) days following the date the grievance was presented.

STEP 2

If no settlement is reached at Step 1, within ten (10) days the DCU or affiliated union may submit the grievance ~~shall be submitted~~ in writing to the department head who shall promptly ~~conduct an investigation~~ investigate the allegations in the grievance. The department head will schedule and conduct a Step 2 grievance ~~if the investigation includes a~~ meeting within fifteen (15) days from the date the grievance is advanced. If a Step 2 grievance meeting is held where the aggrieved is present, they may be represented according to Section 2. Grievances regarding discipline shall be filed in writing by the DCU or affiliated union at ~~step~~ Step 2 within ten (10) days of the alleged violation. Grievances regarding DCU alleging violations of its organizational rights under this agreement must be filed in writing at Step 2 within ten (10) days of the alleged violation. Within ten (10) days following the ~~investigation~~ Step 2 grievance meeting, the department head shall render a decision, in writing, ~~shall be rendered.~~

STEP 3

If the grievance is not resolved at Step 2, within ten (10) days following the department head's written decision, the DCU or affiliated union may be appealed ~~advance the grievance to Step 3 in a written notice to within ten (10) days to the Senior Director of Employee & Labor Relations (or designee). A Step 3 grievance meeting shall be scheduled. to schedule a meeting.~~ A grievance regarding discharge shall be filed at ~~step~~ Step 3 within ten (10) days of the alleged violation. Within ten (10) days following the Step 3 grievance meeting, the Senior Director of Labor Relations (or designee) shall render a written a decision, in writing, shall be rendered.

~~The parties to this Agreement shall, within ten (10) days appoint members to a grievance committee. The Committee shall consist of four (4) members of which two (2) shall be appointed by the DCU and two (2) by the District. The Committee shall convene within ten (10) days from the time its members are appointed and shall review the record of the grievance and may conduct a hearing on the grievance. Within ten (10) days of completion of the review or hearing, the Committee shall issue its decision in writing. A majority decision by the Committee shall be final and binding. The committee's decision shall be confined exclusively to the explicit provision(s) of this Agreement at issue between the parties and shall not add to, detract from, remove, alter or amend or in any other way modify any provision of this Agreement.~~

STEP 4

If no settlement is reached at Step 3, the affected DCU affiliated union and/or the DCU may, within ten (10) days following the Step 3 decision, shall notify the District in writing of intent to arbitrate and may request a list of arbitrators from the Employee Relations Board as provided below.

- A. The arbitrator shall be selected from a list of seven (7) arbitrators from Oregon and Washington, provided by the Employment Relations Board. Each party shall then alternately strike one name from the list until one remains and such person shall be the arbitrator. Nothing is intended to preclude the parties from mutually agreeing on an arbitrator.
- B. Neither an employee nor a DCU affiliated union may appeal to arbitration without approval of the DCU and without notice to the District of the appeal to arbitration.
- C. The arbitrator must render their decision in writing within thirty (30) days following completion of the hearing.
- D. The arbitrator's decision shall be confined exclusively to the explicit provision(s) of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, detract from, remove, alter or amend or in any other way modify any provision of this agreement or impose on any party hereto a limitation or obligation not explicitly provided for in this agreement. The arbitrator shall not substitute their judgment for that of either the District or the DCU.
- E. The decision of the arbitrator shall be binding of all parties, provided: (1) the arbitrator must restrict their decision to interpretation of the Agreement, (2) is in accordance with the legal meaning of this Agreement, (3) is based on substantial evidence, and (4) does not result in an obligation to pay money beyond amounts budgeted for the particular item or purpose in the

current budget.

- F. Should either party wish to seek review of an arbitrator's decision, proceedings must be instituted in a court or agency of competent jurisdiction within thirty (30) days of the effective date of the arbitrator's decision.
- G. Cost charged by the arbitrator shall be shared equally ~~fully borne~~ by the ~~losing parties in the arbitration as determined by the arbitrator.~~

SECTION 2 GENERAL PROCEDURES

- A. The aggrieved must be present at Step 1 and may be present at all others. In processing the grievance, the grievant may:
 - 1. Represent themselves as described in Step 1 of this grievance procedure, or
 - 2. Be represented by their union at the union's expense. The number of days indicated at each level should be considered maximum, and every effort should be made to expedite the process.
- B. It may at times become necessary to extend time limits. These extensions are to be kept to a minimum and must be mutually consented to in writing by the parties involved.
- C. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a decision to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- D. The ~~District Board and its administrators~~ shall cooperate with the grievant in the investigations of any grievance, and further will furnish the grievant or their representative with such necessary and readily available information as requested for the processing of any grievance.
- E. Except as otherwise provided by law, an employee shall invoke and exhaust the grievance procedure remedies before resorting to any other legal or administrative remedies for the conduct complained of, and failure to do so shall preclude resort to such other remedies.
- F. A representative of the DCU may be present at all steps of the procedure. The DCU will be notified promptly of the terms of the final decision or settlement of any written grievance filed and may itself file a grievance based on an alleged inconsistency thereof with this Agreement within ten (10) days from receipt of such notice.
- G. ~~The District shall continue to provide for employees covered by this Agreement a separate grievance procedure with respect to issues arising solely under policies and regulations, which are not covered by this Agreement.~~

ARTICLE 11
DISCIPLINE, DEMOTION AND DISCHARGE

- A. No employee shall be disciplined without cause. For the purpose of this Article, discipline shall include written warnings and reprimands (excluding evaluations) placed in the employee's personnel file, suspension or discharge.
- B. If a complaint, that is, an allegation brought by a citizen or non-supervisory third party is used to support disciplinary action, the supervisor shall cause the complaint to be reduced to writing and placed in the personnel file. The name of the complainant shall be disclosed if the employee so requests.
- C. An employee who is disciplined or discharged has the right to use the grievance procedure.
- D. An employee shall have the right to request and have a representative present at any meeting, called by the supervisor, which the employee reasonably believes the information they give may result in ~~their being~~ disciplined. Prior to such a meeting, the employee will be notified of its purpose. The right of representation will not exist when the meeting relates solely to evaluation of the employee's work performance.
- E. ~~Oral warnings and d~~Discipline shall be administered in private and shall be progressive. The nature of the offense shall determine where progressive discipline is initiated. This section shall not apply to warnings related to safety issues.
- F. Prior to discipline, discharge or demotion as a result of unsatisfactory performance, an employee shall be given the reason, in writing, such action is to be taken.
- G. Where the District determines that the nature of the offense is such that the unsatisfactory ~~behavior—conduct~~ or performance of the employee can be corrected and warrants continuance of employment, it shall so inform the employee, in writing, and provide the employee with an opportunity to correct the unsatisfactory performance.
- H. Where the District determines that the nature of the alleged misconduct necessitates the removal of the employee from the workplace, the District will place the employee on paid administrative leave pending the outcome of the District's investigation.~~offense is such that immediate suspension is necessary, the employee may be suspended immediately from employment with the District until such charges are investigated by the Human Resources Department and a decision is made to continue or to discontinue that employee's employment. If the employee is cleared of the charges, said employee shall be reinstated without loss of pay or accrued benefits.~~
- I. The probationary period for newly hired employees will be six (6) calendar months. Termination of probationary employees shall not be subject to appeal unless there is a question of fact.

- J. The District will not rely solely on information obtained through the utilization of GPS systems in order to discipline employees. The District agrees to provide introductory training and orientation to employees who drive vehicles equipped with a GPS device.

ARTICLE 12

NON-DISCRIMINATION

In administering the terms and conditions of this Agreement, the parties agree to comply with applicable State and/or Federal Statutes and/or regulations regarding nondiscrimination, i.e., on the basis of age, gender, religion, race, color, national origin, disability, marital status, sexual orientation, veteran status, union or political activity and association or other category protected by Federal, State or Municipal law. It is the expressed intent of the DCU, in executing this Agreement, that the Board and its designees shall retain sole control and direction over the District's compliance with such laws and/or regulations and that this Article shall in no way be interpreted as affecting the application thereof. The DCU shall use its best efforts to direct employees complaining of such discrimination to appropriate District administrative remedies. It is the intention of the parties that the interpretation given to this Article shall be consistent with the proper interpretation of the provision of the Oregon Fair Employment Practices Law contained in ORS 659A.321 and 659A.030.

ARTICLE 13

PERSONNEL FILE

- A. Each employee shall have the right, upon request, to review the contents of their own personnel file in accordance with ORS 652.750. Only one official personnel file shall be maintained by the District for each employee.
- B. A representative of the DCU or counsel for the employee may, at the employee's request, accompany them in this review. An employee may request that letters of warning and reprimand (excluding evaluations) be removed from their file after two (2) years, provided that no subsequent such entries have been made into that file.
- C. The District shall provide an employee with a copy of any materials placed in their file. Materials placed in an employee's file shall bear the date of such placement. An employee may respond in writing within thirty (30) days to any material placed in such file, and the response shall become part of the file.
- D. Anonymous materials shall not be placed in the personnel file.

ARTICLE 14

OVERTIME AND CALL BACK

- A. OVERTIME

1. Overtime shall be work performed by an employee which is scheduled by the District prior to the completion of, or beginning of, the employee's shift and is in excess of eight (8) hours in one day or forty (40) hours in one week. Overtime shall be compensated at time and one-half of the employee's hourly rate. The overtime rate shall also apply to work performed on Saturdays and Sundays unless such days fall within an employee's regular work week assignment.
2. An employee scheduled to work on their regular day off shall be guaranteed a minimum of four (4) hours of work.

B. CALL BACK

1. An employee called back to work after completing a shift shall be compensated at the greater of the following:
 - a. Overtime rate times actual hours worked (which shall include reasonable time of travel to and from their home, not to exceed twenty (20) minutes each way), or
 - b. Four (4) hours of straight time pay.
 - c. Employees shall have a minimum of eight (8) hours off duty following a call back before returning to work on a regular shift with no loss of pay. Employees who are required to return to work without such eight (8) hours off duty shall be paid at the overtime rate for all hours worked until such time as they have received eight (8) hours off duty.
2. If the employee is called back to work on their regular day off, the minimum provided in A.2 will apply.
3. An employee who is called after hours for work-related consultation shall be compensated one (1) hour at the overtime rate.

C. EXTENSION OF WORK YEAR

Work performed outside an employee's regular work year shall not be viewed as call back and shall not qualify for overtime unless it exceeds eight (8) hours in one (1) day or is performed on Saturdays, Sundays, or a holiday. The employee shall be guaranteed a minimum of four (4) hours straight time pay unless a different minimum is set forth in the applicable Appendix of this Agreement.

D. OVERTIME ON HOLIDAYS

An employee who works on a paid holiday (See Article 20) shall receive holiday pay plus their overtime rate for hours worked.

E. COMPENSATORY TIME

Unless the appropriate appendix provides otherwise, in lieu of pay, compensatory time off at the overtime rate may be specified by the District. However, time off or pay must be granted by the

end of the next calendar month following the month in which the overtime was worked.

ARTICLE 15

LUNCH AND REST PERIODS

- A. Each employee working more than four (4) hours per day shall be entitled to a minimum of one-half (1/2) hour duty free lunch period without pay.
- B. Employees shall receive a fifteen (15) minute rest period during each four (4) hours of work not to exceed two (2) such breaks during a regular eight (8) hour day, whenever practicable.

ARTICLE 16

LEAVES

This article is intended to comply fully with the requirements of the Oregon Paid Sick Leave Law, Paid Leave Oregon (PLO), the Oregon Family Medical Leave Act (OFLA), and Federal Medical Leave Act (FMLA). Leaves provided under this Article are intended to meet the legitimate needs of employees. ~~The use of leaves must be limited to instances of personal need and are not to be abused.~~ Any abuse of leaves may be subject to the provisions of Article 11. ~~Except in extenuating circumstances, leave categories may not be combined for a period of continuous absence.~~ When appropriate and lawful, the leave provisions in this Article 16 run concurrently with any leave protected by state or federal law.

A. SICK LEAVE

- 1. Employees who are employed on a regularly scheduled basis shall be entitled to sick pay on account of sickness at a rate equivalent to one (1) day per month, based upon the employee's scheduled work. The use of sick pay shall be limited to personal illness of the employee, including medical or dental appointments.
- 2. Employees who have completed one (1) full year of service with the District shall be accredited with the equivalent annual sick leave at the beginning of each fiscal or school year. Such advance credit is based upon one (1) day per month worked. If an employee uses the advance credit in excess of that which would be normal accrual and terminates employment, the District shall be entitled to recover from the employee's final paycheck, an amount of money equal to the amount paid for overused sick leave. Other employees shall be credited at the rate of one (1) day for each month worked. Employees working fifty percent (50%) of the month or more shall be accredited with a full day's sick leave. Accrual of sick pay shall continue during any period of absence ~~covered~~ paid by the District by earned vacation time.
- 3. Sick leave days may be accumulated by employees only if not used in the year for which granted. Total sick leave which can be accumulated shall be unlimited.
- 4. When an employee has exhausted their accumulated sick leave credits, they shall be entitled, in the event of illness, to receive "reserve sick leave" in the amount of one (1) day for

each year of service at two-thirds (2/3) of their daily rate of pay. Such additional allowance shall not accumulate and each year's allowance may only be used once. Employees must use the same leave request and prior notification procedures for reserve sick leave that applies for regular sick leave.

5. Employees shall not be credited with any sick leave days with respect to periods during which they are on an unpaid, unprotected leave of absence from work for the District of more than one (1) month duration; their accumulated sick leave shall not be charged with days of sickness during such leave; and they shall not be paid for days of illness during such leave except when the illness or injury is the factor which entitled the employee to the leave in question.
6. Employees who are absent four (4) or more five (5) consecutively scheduled work-days or more in a fiscal year, based upon the employee's work schedule, must may be required to submit a physician's statement or other appropriate verifying documentation upon return to work. ~~Subsequently, the District will require a physician's statement after three (3) days absence, prior to returning to work.~~
7. The District will establish a Sick Leave Bank, for which the DCU may solicit voluntary contributions from employees of up to five hundred (500) hours per year for use by employees who have exhausted their sick leave. The guidelines for use of the Sick Leave Bank will be jointly developed by the District and the DCU which will include the following:
 - a. Use of hours from the Bank shall only be approved in case of critical illness or injury of an employee.
 - b. The employee must have exhausted all of their accumulated sick leave and vacation hours.
 - c. To be eligible, an employee must have been employed by the District for two (2) years or more.
 - d. Request for use of the Sick Leave Bank will be jointly approved by the DCU and the District. Requests of less than five (5) days or more than twenty (20) days will not be considered.
 - e. The Sick Leave Bank will not be used in association with a worker's compensation claim.
 - f. Employees' contribution to the Bank shall be for not less than four (4) hours nor more than one hundred (100) hours.

B. OTHER PAID LEAVES

An employee who is on an authorized paid leave as provided by this Section shall receive no loss of pay or benefits.

1. Family Illness

- a. All employees shall receive up to three (3) additional days per fiscal year with pay in

case of illness of a member of the employee's immediate family. "Immediate Family" shall be interpreted to mean spouse, children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers and sisters of the employee, and also any person living in the home with the employee (use of this leave shall be for instances where care or attention by the employee is necessary). In the event that emergency conditions arise, an extension of family leaves shall be determined upon the merits of the individual case by the Office of the Superintendent (or designee). Employees who commence employment after the end of the first semester shall be entitled to one-and-one-half (1.5) days of family illness leave. After utilizing the available days for family illness leave, the employee may charge against their accumulated sick leave when additional time is needed to provide care for a member of the employee's immediate family.

- b. When an employee is laid off, accumulated sick leave will be frozen, and when the employee is recalled from layoff, such sick leave will be reinstated for that employee.

8-2. Absence Due to Quarantine or Isolation

An employee's absence from work because of quarantine or isolation to prevent the spread of a communicable disease by the appropriate public health official shall not be charged against the employee's sick leave and the employee shall suffer no loss in pay. Quarantine or isolation pay will not extend past the standard quarantine or isolation period established by the local public health authority, but in no event shall it exceed thirty (30) days.

~~2.—To qualify for quarantine or isolation pay under this Section, an employee must be fully vaccinated (if a vaccine is available) as defined under guidelines set by the federal and state health authority, including any boosters. An employee's absence from work because of quarantine by the appropriate public health official shall not be charged against the employee's sick leave and the employee shall suffer no loss in pay during such a period as a result of the quarantine; provided, however, that such quarantine is declared solely for the purpose of preventing the spread of a communicable disease to others.~~

3. Paid Leave Oregon (PLO) Top Off

- a. Employees may, at their request, elect to top off PLO benefits up to 100% of the employee's average weekly wage (as defined by PLO) using other accrued paid leave balances when they apply.
- b. If the employee elects to top off, the District will pay the top off directly to the employee in accordance with the District's usual practices for use of paid leave.
- c. Any overpayment of top off must be repaid by the employee. In the event of such an overpayment, PPS will seek to adjust employee's leave balance to true up the top-off payment accordingly.
- d. Employees who elect to top off will use leave balances towards the top off in the

following order for the following conditions:

- 1. employee health condition: sick, personal, vacation (if applicable)
- 2. family health condition: family illness, sick, personal, vacation (if applicable)
- 3. maternity/parental: sick, personal, family illness, vacation (if applicable)

9-4. Funeral Leave

a. An employee shall be permitted an absence of up to one (1) day to attend the funeral of a relative or friend, although one-half day would generally be sufficient. When, in their opinion circumstances demand it, the Supervisor shall authorize two (2) days leave to attend the funeral of a relative.

a.b. An employee who is absent because of a death in their immediate family shall be permitted three (3) consecutive days (or in the case of spouse, parent or child, five (5) consecutive days) and two (2) additional days at two-thirds (2/3) of their scheduled salary. "Immediate Family" shall be interpreted to mean spouse, children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers or sisters. Any other person living in the home of the employee shall be considered as immediate family providing the employee was responsible for the care of such person. In the event of death in the employee's immediate family during the employee's vacation time, they shall be entitled to the funeral leave provided by this Section in addition to accrued vacation time.

10-5. Emergency/Personal Business Leave

Employees employed on a regularly scheduled basis shall be entitled to three (3) days leave per work year without loss of pay under the following circumstances:

- a. In the case of unanticipated circumstances beyond the employee's control and for which prior planning cannot be made; or,
- b. For attending to matters which cannot be scheduled outside the employee's work hours and for which the personal attention of the employee is required. In such cases, a request indicating the reason for the leave must be made to the responsible administrator at least twenty-four (24) hours in advance.

Such leaves shall not be used for recreation, other employment, union or political activities, or to extend other leave categories as provided by this Agreement, unless on ~~an~~ approved Paid Leave Oregon (PLO), Federal Family and Medical Leave (FMLA) or Oregon Family Leave (OFLA).

11-6. Mandatory Court Appearances

a. An employee subpoenaed to appear as a court witness shall be excused from their work assignment without loss of pay, provided that the employee shall submit any witness fee received to the School District Business Office along with a copy of the

subpoena. In cases where the employee is a plaintiff or defendant to the action, absence will be without pay or, at the employee's election, emergency leave as provided in Paragraph 4. An employee required to appear in court as a co-plaintiff or co-defendant with the District shall be released without loss of pay.

- b. An employee subpoenaed for jury duty shall be excused from their work assignment without loss of pay provided that the employee shall submit any jury fee received to the School District Business Office along with a copy of the subpoena. On days when the employee is excused from jury duty, they shall report to their work assignment provided four (4) hours or more of their workday remains at the time they are excused; and provided that length of time on jury duty prior to excuse and their work day with the District shall not exceed their normal workday.

B.C. UNPAID LEAVES

1. Special Leaves of Absence

Employees who have been continuously employed for two (2) or more years may apply for a special leave of absence without pay. The Superintendent (or designee) shall exercise discretion in the granting of such leaves. Such leaves shall not exceed one (1) year without special authorization of the Board. Employees on such leaves shall not be permitted to engage in remunerative service without the approval of the Superintendent (or designee). Leaves under this Section shall be consistent with the Oregon Family Leave Laws and the Federal Family and Medical Leave Act of 1993.

2. Child Care Leave

- a. An employee covered by this Agreement shall be eligible for a child care leave (maternity, paternity or adoption) for up to six (6) months. The District may, upon written request, extend such leave for additional periods of time.
- b. An employee who returns to duty following a child care leave shall be entitled to any step increases received by other employees within their classification provided they were continuously employed for at least one-half (1/2) of their designated work year immediately prior to beginning the leave.
- c. The District shall retain full control and authority to establish policies and regulations in accordance with State statutes, regarding the administration of maternity and child care leaves. Such policies and regulations may include, but not be limited to: application procedures, requirements for physician statements, return procedures, etc. Such policies and regulations shall not be considered as part of this Agreement.

3. Federal Family Medical Leave Act and Oregon Family Leave Act

Family medical leave shall be granted according to the provisions of Federal Family Medical Leave Act and Oregon Family Leave Act (FMLA and OFLA). If there is a conflict in the two (2)

statutes, the employee gets the greater benefit.

The District may require employees to utilize all accrued paid leave if on an approved FMLA/OFLA leave of absence.

4. Military Leave

The District shall be solely responsible for the establishment of a military leave policy required by state and federal law including ORS 408.210 through 408.290.

~~C.D.~~ RETURN FROM LEAVE

Employees who are on an approved leave shall have the right to return to their position within twelve (12) calendar months providing the position continues to exist. Employees who are hired to replace an employee on an approved leave shall be considered as a temporary employee.

ARTICLE 17

INSURANCE

A. HEALTH AND WELFARE TRUST

1. The District shall contribute to the School District No. 1 Health and Welfare Trust, the cost of full time bargaining unit members and their dependents and domestic partners participating in the insurance plans of the Trust.

a. Effective January 1, 2024~~0~~, the District shall contribute to the School District No.1 Health and Welfare Trust, a contribution not to exceed \$1,~~570355~~.00 per participating full-time eligible employee, per month.

b. Effective January 1, 2025~~1~~, the District shall contribute to the School District No.1 Health and Welfare Trust, a contribution not to exceed \$1,~~616423~~.00 per participating full-time eligible employee, per month.

~~c. Effective January 1, 2022, the District shall contribute to the School District No.1 Health and Welfare Trust, a contribution not to exceed \$1,480.00 per participating full-time eligible employee per month.~~

~~d. Effective January 1, 2023, the District shall contribute to the School District No. 1 Health and Welfare Trust, a contribution not to exceed \$1,524.00 per participating full-time eligible employee per month.~~

~~e.c.~~ All employee groups with exception of employees covered by Appendices A and C, shall have the options available under the package provided by the School District No. 1 Health and Welfare Trust. Employees in Appendix A (Warehouse Workers and Truck Drivers) and Appendix C (Television Services) have negotiated to participate in the insurance plans offered by the Teamsters 206 Employers Trust.

~~f.d.~~ The employee's portion of the monthly premium shall be made through a "lump-sum" deduction from their paycheck. Should the appropriate tax codes allow, said deduction shall be made on a pre-tax basis upon proper authorization from the employee. Should the District's payroll system allow, said deduction shall be made on the employee's first (1st) paycheck of the month for which the contribution is made.

2. During the life of this agreement, should the District increase the health insurance contribution of SEIU, PFSP, ATU, or the unrepresented employees of the District, at the DCU's discretion, this Article may be reopened for further negotiation under the expedited bargaining rules.

B. WORKER'S COMPENSATION

All employees of the District are eligible for State workers' compensation benefits. For absence due to a compensable injury as defined in ORS Chapter 656, an employee shall retain the compensation check that they receive for time lost. The employee may supplement their compensation check with accrued accumulated sick leave. Coordination of Workers' Compensation benefits and Sick Leave Benefits shall be in accordance with applicable state regulation. For purpose of this Paragraph, it shall be considered that an employee's "regular check" paid in a particular payroll period is for services during all that payroll period. For instance, a monthly check paid in August equaling one-twelfth (1/12) of the employee's annual salary shall be deemed compensation for services during August so that workers' compensation benefits received with respect to all or part of that month would be deducted from the amount regularly payable as compensation from the District for such month. Employees who are absent due to an on-the-job injury shall continue to accumulate vacation credits.

ARTICLE 18

SAFETY

A. SAFETY

1. The District shall maintain safe working conditions in accordance with established federal and state regulations. The District and employees covered under this Agreement should work to avoid or minimize hazards.
2. The parties agree to comply with Oregon OSHA regulations.
3. **SAFETY FOOTWEAR.** The District will pay an allowance of \$~~150~~200 per fiscal year to each employee who is required by the District to wear safety footwear when performing their regular work duties~~working under Appendix D. Newly hired regular maintenance employees will receive a pro-rata amount determined by the date of hire. For example, if an employee is hired on January 1st, they will receive 50% of the annual stipend. Where the District determines safety toe shoes are warranted, all provisions of Appendix B "Specialized Footwear" shall apply.~~

Definition: safety ~~toe work shoes~~footwear shall mean safety shoes and boots ~~which~~that meet the most current ASTM standard that provides both impact and compression protection (currently ASTM F2413-~~1811-175 C/75~~).

B. PHYSICAL EXAMINATIONS

1. In the interest of safety and the wellbeing of students, employees and the public, the District and the DCU and its affiliated unions agree to the objective of a substance free workplace. The District, at its discretion, may require that new employees have a medical examination including substance testing.
2. Such examination of a current employee(s) may also be required:
 - a. When supervision has reason to suspect employee conduct in violation of this drug and alcohol policy. Reasonable suspicion may be based on observations that the employer can describe, such as appearance, behavior, speech, breath odor, bodily symptoms, paraphernalia, or such other reasonable and responsible reason.
 - b. In the event of direct involvement or possible involvement in any type of accident or near- accident in which it can be shown that the employee's behavior, judgment, actions, or lack thereof reasonably contributed to the accident or potential accident, injury, or damage to property or equipment.
3. The District will comply with the Omnibus Testing Act of 1991 and will pay for post-accident, random, re-employment, and reasonable suspicion abuse testing. Before implementing random testing, the District will notify DCU and engage in bargaining upon request by DCU.

C. PROPERTY LOSS

The District shall reimburse employees for loss of personal property, excluding the employee's automobile, which occurs while the employee is on duty under the following circumstances:

1. When the loss is a result of any unwarranted assault on the employee's person suffered while on duty.
2. Property stolen by the use of forcible entry on a locked container. Reimbursement shall be at replacement costs (not exceeding actual cost) less any insurance or worker's compensation reimbursement. Reimbursement shall not be made for losses less than five dollars (\$5.00) or that portion in excess of four hundred dollars (\$400.00) and shall not be made when carelessness or negligence on the part of the employee was evident.

Employees shall cooperate and support the District in its investigation and resolution of any reported loss. The District will provide assistance in attempting to investigate and/or reclaim other stolen or damaged personal property including automobiles.

D. FINGERPRINTING

The District will pay for the costs of record checks and fingerprinting of existing employees as required by state law.

ARTICLE 19

REDUCTION OF STAFF

A. The District will consider all available alternatives prior to considering staffing reductions, including transfer to a vacant position provided the employee meets the minimum qualifications for the position. In the event the District determines a staff, classification, or employee group reduction becomes necessary, the District will release personnel in the inverse order of their length of service but may give consideration to special qualifications and experience, and minority employment. In the absence of such considerations and exemptions, layoff shall be based on seniority.

B. Notice to DCU. The District will provide DCU as much advanced notice as practicable of anticipated reductions. The District will meet with DCU within five (5) working days following the notice of anticipated reductions. shall be provided the opportunity to consult with the District when the necessity of such reductions is determined. Upon request, the District will provide a current seniority list and copies of any non-privileged materials relied upon to determine the necessity of a reduction.

A-C. Notice to Employee(s). ~~Whenever possible,~~ The District will provide at least two (2) weeks written notice of layoff shall be given to each employee to be laid off under the provisions of this Article and a will provide a copy to DCU. If an employee receives less than two (2) weeks advanced notice before the layoff date, the District will compensate the employee in an amount equal to the base wage the employee would have earned for the remainder of the two (2) week period had the layoff not occurred. Persons given such notice may not exercise the paid leave provisions of Article 16, except for sick leave when supported by a doctor's statement, quarantine, mandatory court appearances or jury duty. This provision applies only to regular employees.

B-D. Reductions shall be accomplished within employee classifications which are within employee groups. For the purpose of this Article, an employee group shall be considered as a category of employees, such as carpenters. An employee classification is a level of assignment within that group, such as foreperson. Reductions shall be by seniority within a classification; however, the District may assign employees from a higher classification to a lower classification within an employee group. The District shall not assign employees to a lower salary level without a corresponding change in job assignment or responsibility.

E. Employees who have received a written notice of layoff may apply to any open and vacant position(s) in the District.

C-F. An employee who rejects an assignment of equal pay and classification shall, by doing so, forfeit all rights under this Article. An employee offered an assignment of lower classification and salary, due to staff reduction, may elect layoff and retain the recall rights provided by this Article.

D-G. An employee who is terminated due to such reduction in staff shall have preference in filling positions within their employee classification and shall be recalled by the District for employment in such classification based upon seniority with the District; provided, however,

they are qualified for the assignment. Employees so terminated shall retain such right of recall for a period of ~~three-two~~ (32) years from the date of termination. The District will email and mail recall notices by certified mail to the last addresses reflected in the employee's official personnel file. Recalled employees must indicate their acceptance in writing within five (5) business days following receipt of the notice of recall. Employees so recalled by the District shall be reinstated with seniority rights accumulated as of the date of their termination. Any employee recalled by the District for a position comparable to the one from which they were terminated and who rejects such an assignment shall relinquish all rights provided in this Article and Agreement.

~~E.H.~~ ____ By May 30, the District shall attempt to notify employees, whose work years correspond with the school year, of the intended employment status with the District for the following school year. Failure by the District to provide such notice of changes in staffing plans following issuance of notification will not interfere with the authority of the District to reassign or terminate an employee.

~~F.I.~~ This Article shall not apply to employees hired on a temporary basis. A temporary employee is one who is hired to fill a position with a duration of six (6) consecutive months, or less, or to replace a regular employee on an approved leave of absence or absence due to an on- the-job injury.

~~G.J.~~ A regular employee laid off in accordance with this Agreement who is employed elsewhere will not forfeit future recall rights by declining reemployment with the District when the anticipated period of work is less than ninetythirty (390) calendar days. An employee who does return to work for a short-term assignment of less than ninetythirty (390) calendar days will not accrue additional seniority. ~~Maintenance employees who otherwise qualify for the early retiree medical plan in Article 17.2 must have completed fifteen (15) years of accumulative service with the District if the reason for the breaks in service has been layoff.~~

~~H.K.~~ ____ See the individual appendices for additions and/or exceptions to this Article.

~~I.L.~~ All temporary employees, including retirees continuing to work, shall be terminated before any full- time employees are laid off within classification.

ARTICLE 20

VACATIONS AND HOLIDAYS

A. Employees who are employed on a twelve (12) month basis shall ~~accrue receive~~ vacation with pay on a monthly basis as follows:

MONTHLY ACCRUAL

| | | |
|---------------------------------|--------------------|----------------------|
| 1-4 years of service | 10 days | 6.7 hours |
| 5 years of service | 11 days | 7.4 hours |

| | | |
|--------------------------------|--------------------------|-----------------------|
| 6 years of service | 12 days | 8.0 hours |
| 7 years of service | 13 days | 8.7 hours |
| 8 years of service | 14 days | 9.4 hours |
| 9 years of service | 15 days | 10.0 hours |
| 10 years of service | 16 days | 10.7 hours |
| 11 years of service | 17 days | 11.4 hours |
| 12 years of service | 18 days | 12.0 hours |
| 13 years of service | 19 days | 12.7 hours |
| 14 years of service | 20 days | 13.4 hours |
| 15 years of service | 21 days | 14.0 hours |
| 16 years of service | 22 days (max) | 14.7 hours |

| <u>Completed Years of Service</u> | <u>Annual Vacation (days)</u> | <u>Rate of Monthly Accrual</u> |
|-----------------------------------|-------------------------------|--------------------------------|
| <u>Less than 2 years and less</u> | <u>10 days</u> | <u>6.7 hours</u> |
| <u>3 - 6 years</u> | <u>15 days</u> | <u>10.0 hours</u> |
| <u>7 - 10 years</u> | <u>18 days</u> | <u>12.0 hours</u> |
| <u>11 - 14 years</u> | <u>20 days</u> | <u>13.4 hours</u> |
| <u>15 years and above</u> | <u>22 days</u> | <u>14.7 hours</u> |

Employees shall accumulate vacation credits at the appropriate above monthly accrual rate following completion of each month worked. For employees with dates of hire after the first working day of a month, accrual shall begin (and/or be increased to the next step) the following month. For the purpose of this Article “month worked” shall mean on-the-job time, vacation time and authorized paid leave. New employees shall ~~generally not~~ be eligible to take vacation upon successful completion of their probationary period~~until completing one (1) year of service~~. Exceptions may be made upon approval of the employee’s supervisor. However, at no time shall an employee take paid vacation against time not yet earned.

Vacations requests must be ~~submitted to~~scheduled through an employee’s supervisor at least seven calendar days in advance, and vacation requests are subject to supervisory approval. A supervisor may require that vacations be scheduled at a time least disruptive to the department to which the employee is assigned.

The number of days carried over at the end of each calendar year shall not exceed two (2) years’ accrual, any overage will be lost. An employee who has scheduled vacation and is prevented by the District or workers’ compensation compensated injury from taking their scheduled vacation, and because of a change in the fiscal year would lose accrued vacation hours, shall be allowed to reschedule the vacation period within a reasonable time.

An employee who occupies a position having a work year of less than twelve (12) months and

who transfers to a 12-month assignment may count the time employed in the previous assignment as qualifying for vacation allowance. ~~The basis for this allowance shall be the assignment as qualifying for vacation allowance.~~ The basis for this allowance shall be the number of days worked in the previous position divided by a 21.75 day calendar month. This number will be converted to years of service and the employee shall commence to accrue vacation credits at the monthly rate shown above.

This Section shall not apply to employees hired on a temporary basis.

B. HOLIDAYS

1. Regularly employed 190-192-200-210 day employees shall receive the following paid holidays:

Labor Day

Veterans' Day

Thanksgiving Day

New Year's Day

Presidents' Day

Memorial Day

Martin Luther King's Birthday

Regularly employed 12-month employees shall receive the above days and, in addition, shall receive Juneteenth, Independence Day, and Christmas Day. Holiday pay is included in the monthly annual salary of salaried employees. Regularly employed hourly employees shall receive full pay for holidays. Employees who do not regularly work year-round shall receive Juneteenth and Independence Day if they work the regular business day before and the regular business day after the observed holiday.

2. Employees shall receive holiday pay provided the holiday falls on a scheduled workday of an employee and that the employee worked or was on an authorized paid leave the nearest scheduled workday immediately preceding and following the holiday.
3. The District reserves the right to change the days designated as paid holidays provided that in so doing it does not reduce the number of paid holidays. Thirty (30) days prior to implementing such change, the District shall notify the DCU of the reasons therefore and provide opportunity for consultation.
4. Employees who are members of a religious faith may use the leave provisions of Article 16.B.4-5 for participation in religious observances when such participation during the

workday is required by that faith.

ARTICLE 21 COMPENSATION

~~Effective On July 1, 2024⁰, a three percent (3.0%) increase shall be applied to the wage rates salaries of all the classifications covered by this Agreement in the amount of \$2.13 per hour.~~

On July 1, 2025¹, a four~~three~~ percent (4.0%~~3.0%~~) increase shall be applied to the salaries of all the classifications covered by this Agreement.

~~On July 1, 2022, a three percent (3.0%) increase shall be applied to the salaries of all the classifications covered by this Agreement.~~

~~On July 1, 2023, a three percent (3.0%) increase shall be applied to the salaries of all classifications covered by this Agreement.~~

~~MARKET SUMMARY REVIEW ADJUSTMENTS~~

~~As a result of the joint market summary review committee report, the following classifications will be adjusted:~~

~~Carpenter and all linked classifications will receive \$1.25 per hour, effective July 1, 2020, and \$1.00 per hour, effective July 1, 2021.~~

~~Electrician and all linked classifications will receive \$1.25 per hour, effective July 1, 2020, and \$1.00 per hour, effective July 1, 2021.~~

~~Laborer and all linked classifications will receive \$0.25 per hour, effective July 1, 2020, and \$0.15 per hour, effective July 1, 2021.~~

~~Mechanic and all linked classifications will receive \$0.90 per hour, effective July 1, 2020, and \$0.80 per hour, effective July 1, 2021.~~

~~Plumber and all linked classifications will receive \$0.60 per hour, effective July 1, 2020, and \$0.50 per hour, effective July 1, 2021.~~

BONUS PAY PROGRAM

The District may implement a bonus pay program for a group of employees (such as employees assigned to a particular school) to receive additional compensation above their normal wage or salary rates based on the group's successful completion of goals specified in advance by the District. Nothing in this Agreement precludes bargaining unit members from participating in the program or receiving the bonus pay subject to any provisions in the applicable Appendix.

SOCIAL SECURITY

~~At the time of the execution of this Agreement, continued participation by the District in the National Social Security Pension Act was anticipated. The District shall not take any formal action to withdraw the participation without notifying the DCU and providing opportunity for consultation.~~

SCHOOL YEAR

The Board retains the right and authority to change the days on which school shall be held and to make any adjustments to the work year. In the event of adjustment to the work year, the District shall consult with the DCU before implementing any change, and the salaries set forth in this Agreement shall be adjusted for the added or deleted days on the basis of the employee's daily rate under said salary schedules.

PERSONAL VEHICLES

Employees who are required to use their personal vehicles for travel on behalf of the District during on- duty time shall be reimbursed by the District. The District may require as a condition for reimbursement that the employee provide a certificate of insurance showing that the employee has basic liability coverage equal to or greater than minimum amounts required by District policy or regulation. Reimbursement shall be at the rate established by the Internal Revenue Service.

PAYCHECK ON TERMINATION

The District will issue a paycheck on the next regularly scheduled payday to an employee covered by the DCU Agreement who resigns from their position. The final paycheck will be available to the employee by the first business day after the last day of work in the event of discharge or layoff.

SCHOOL CLOSURES

On scheduled workdays, if the District decides to close or delay opening, employees can use Emergency Leave pay or Vacation pay in lieu of unpaid leave unless employees have no such leave available. When employees report to work due to failure of the District to notify employees or delayed notice of closure, employees reporting to work shall receive at least one-half day of compensation.

ARTICLE 22

DURATION

A. Except as may otherwise be provided for in this Article, this Agreement shall become effective as of the date it is signed by the parties and shall continue in effect through 11:59 pm, December 31, 202~~5~~3.

B. The parties agree to enter into successor negotiations no later than September 15, 2025.

B.C. _____ Should there be an intervening change in the law which would significantly reduce the

District's revenue, and thus, its fiscal stability below the level being planned for at the time of the execution of this Agreement, the parties agree to reopen the negotiations on salaries and other economic benefits established by this Agreement.

~~C.D.~~ In the event that under applicable laws, some other method of representation or some other applicable representative for employees is elected, this Agreement shall not terminate, but shall be fully binding according to its terms upon any and all employees or successors to the DCU as exclusive representative of employees or portion thereof, except as to representation of employees for whom the DCU remains the exclusive collective bargaining representative by law, such event shall terminate the rights and authority of the DCU under this Agreement.

APPENDIX A

SALARY SCHEDULE FOR WAREHOUSE WORKERS AND TRUCK DRIVERS

THE WAGE RATES FOR JOURNEYMEN WAREHOUSE WORKERS AND TRUCK DRIVERS SHALL BE:

HOURLY RATE

July 1, 2024

July 1, 2025

| | | |
|-------------------------------|----------------|----------------|
| Warehouse Worker | <u>\$21.28</u> | <u>\$22.14</u> |
| Warehouse Worker/Truck Driver | <u>\$31.43</u> | <u>\$32.69</u> |

1. Rates for Leadperson, Foreperson and General Foreperson when assigned by the District will be as follows:

Leadperson: Truck Driver/Warehouse Worker rate plus three percent (3%)

Foreperson: Truck Driver/Warehouse Worker rate plus ten percent (10%)

General Foreperson: Truck Driver/Warehouse Worker rate plus fifteen percent (15%)

2. A Warehouse Worker assigned responsibility for the Food Service Department's cold food storage shall receive Truck Driver/Warehouse Worker rate plus five percent (5%).
3. An employee substituting in, or temporarily assigned to, a higher classification for two (2) hours or more shall be paid at the rate of the higher classification.
4. Present employees will be given the opportunity to apply for vacancies in the department to which they are assigned. The most senior employee who meets the qualifications for the position will be assigned to the vacancy. Upon selection, employees will serve a 90-day trial service period in the new assignment. During the trial period, if the employee's performance is unacceptable, the employee and their supervisor will meet to discuss. If the employee is unsuccessful, or chooses, upon completion of the 90-day trial period, the employee will be returned to their former position. Employees in other departments so requesting will be interviewed and considered to fill vacancies prior to considering outside applicants. The District reserves the right to appoint to Lead and Foreperson positions.
5. Except in an emergency, twenty-four (24) hours advanced notice shall be given for any required overtime. Employees shall be given the opportunity to sign up for scheduled overtime. Such work shall then be assigned to the most senior worker(s) who signed up

providing they are qualified. If no worker signed up, the work shall be assigned to the worker with the least seniority who is qualified.

6. Seniority shall be based on length of continuous employment by the District as a driver and/or warehouseman under this Appendix. In the event of a layoff, the District will release personnel in the inverse order of their seniority. When filling a regular vacancy, the District will recall by seniority. The District will follow the provisions outlined in Article 19 of this contract. Laid off employees shall have the right to refuse work of less than thirty (30) days duration without affecting their rights of recall provided under Article 19 and this Appendix. A Leadperson and Foreperson shall be considered as a separate classification provided they have been in a Leadperson/Foreperson assignment for a minimum of one (1) year.
7. When the District has twenty-four (24) hours advance notice of available work on a previously unscheduled day, meaning at least one eight-hour shift, the District shall make a good faith effort to contact the most senior employee on the department's recall-seniority list for such available work.
8. An employee who is hired in to a full-time position (eight (8) hours per day) will be guaranteed full-time work (eight (8) hours) on each day worked.
9. Prior to hiring temporary workers, any extra work during school recess periods, such as winter, spring and summer breaks, shall be offered to those employees whose regular work year coincides with the school year, providing they are qualified. This, however, shall not prevent the District from the practice of providing temporary employment opportunities for students.
10. The District shall inform Teamsters Local #206 of any new hires, in accordance with Article 4 Section H.
11. The District has the right to subcontract out bargaining unit work and/or work currently being performed by members of the bargaining unit. Subcontracting shall not be defined to include the District's past practice and present methods of operation. However, no work that involves the warehousing of District supplies will be outsourced. The District retains the unlimited rights, among others, to direct ship from vendors and to lease out warehouse space. If an employee(s) will be laid off as a result of District action and if the union so chooses, the union may provide the District with information about the economics and productivity of the specific action being contemplated. In addition, the union may demand that the District bargain over the impact of the decision on such employee(s).
12. When employees covered in this Appendix are working less than eight (8) hours in a scheduled work day, such as Nutrition Services summer work, employees will follow Bureau of Labor and Industries break and lunch rules.

12.13. If, during the life of this Agreement, District upgrades of its computer and records systems make it administratively and financially feasible to implement a weekly payroll period for employees covered under this Appendix A, then the parties will engage in discussions about implementation.

HEALTH INSURANCE

All provisions of Article 17 – Insurance shall apply to employees covered by this Appendix A except as specifically modified herein. The parties agree employees covered by Appendix A shall be covered by the Teamsters 206 Employers Trust for Plan AAVR or any plan offered by the Trust. The parties agree that the provisions of Article 17.A.1.a. pertaining to Insurance contributions into the School District Health and Welfare Trust shall not apply to the employees covered by this Appendix.

- A. The parties agree that the provisions of Article 17.A.1. concerning the amount of the District's contribution, the composite rate per full time eligible employee covered by this Appendix and the definition of full-time and part-time employees as well as the contribution formula for each shall continue to apply to the employees covered by this Appendix although said contributions shall be made to the Teamsters 206 Employers Trust for the Trust's Plan AAVR or any plan offered by the Teamster Trust.
- B. Contributions shall be made on active employees, eligible retirees and their eligible spouse/same sex domestic partner. No contributions will be required for individuals who no longer work for the District regardless of the reason for separation except in the case of an individual whose discharge is reversed through Article 10 – Grievance Procedure.
- C. Any employee portion of the monthly contribution may be made on a pre-tax basis provided appropriate regulations allow.

APPENDIX B

SALARY SCHEDULE FOR BUS MECHANICS

THE WAGE RATES FOR BUS MECHANICS SHALL BE:

HOURLY RATES

| | <u>July 1, 2024</u> | <u>July 1, 2025</u> |
|----------------|---------------------|---------------------|
| Lead Mechanic | <u>\$40.14</u> | <u>\$41.75</u> |
| Mechanic | <u>\$39.03</u> | <u>\$40.59</u> |
| Serviceman | <u>\$30.82</u> | <u>\$32.05</u> |
| Bus Fueler | <u>\$30.82</u> | <u>\$32.05</u> |
| Shop Assistant | <u>\$23.94</u> | <u>\$24.90</u> |

* Reflects increase of Mechanic and Lead Mechanic rate to same as Machinist and Lead Machinist.

HOOURS OF WORK AND OVERTIME

Work performed in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the overtime rate of time and one-half (1½ x) the employee's straight-time hourly rate of pay.

When so selected by the District, a second/"swing" shift may be established provided the employees and the local union are given one weeks' notice of the change.

TOOL ALLOWANCE

Following completion of one year of service, school bus Mechanics will receive a tool allowance of \$4500.00 per year. It is the shared expectation of both the District and the Union that the tool allowance will be used to purchase quality tools, for use at work. The District will purchase and retain ownership of any required specialty tools.

REIMBURSEMENT FOR STOLEN TOOLS

Where tools and boxes are stolen by the use of forcible entry, reimbursement shall be at replacement costs (not exceeding actual cost) less insurance or workers' compensation reimbursement. Reimbursement shall not be made for losses less than five dollars (\$5.00) or that portion in excess of one thousand dollars (\$1,000.00) and shall not be made when carelessness or negligence on the part of the employee was evident.

~~SPECIALIZED FOOTWEAR~~

~~In those positions where the District (Transportation) determines that safety toe work shoes are appropriate, the District will advise the employees involved. Employees so advised will be required to obtain and wear suitable safety toe shoes within ten (10) working days from the date of such notice, and such footwear shall be required on the job. The District will pay a safety shoe allowance of \$150.00 per year to each employee who is required to wear safety toe shoes as provided herein. Failure to obtain and wear safety toe shoes on the job as required may be cause for disciplinary action up to and including discharge.~~

~~Definition: Safety toes work shoes shall mean safety shoes and boots which meet the most current ASTM standard that provide both impact and compression protection (currently ASTM F2413-11/75. c/75).~~

HIGHER CLASSIFICATION PAY

Except for on-the-job training purposes, whenever an employee is required to perform any work for more than four (4) hours (per workday) in a classification above that in which the employee is normally classified, the employee shall be paid for such work at the higher classification rate.

It is understood and agreed that an employee may occasionally or intermittently, for short periods of time during their shift, perform duties which are normal to higher-level classification. Occasional performance of such duties is not to be considered subject to this section.

PROFESSIONAL CERTIFICATIONS

In those positions where the District (Transportation) determines Professional (ASE) Certifications are desired, the District will advise the involved employees.

If the employee obtains the agreed upon certifications, the District will pay an annual incentive bonus of \$100.00 per current certification. The time and cost to obtain the certifications is the sole responsibility of the employee.

DRIVING OF SCHOOL BUSES

Mechanics will not be required to drive a school bus, for the purpose of transporting students to and

from school, unless all other District transportation options have been exhausted.

APPENDIX C

SALARY SCHEDULE FOR TELEVISION SERVICES

THE WAGE RATES FOR TELEVISION SERVICES SHALL BE: HOURLY RATES

| | <u>July 1, 2024</u> | <u>July 1, 2025</u> |
|---|---------------------|---------------------|
| CHIEF ENGINEER | <u>\$39.55</u> | <u>\$41.14</u> |
| ASSISTANT ENGINEER PRODUCTION MANAGER | <u>\$41.91</u> | <u>\$43.59</u> |
| Effective January 1, 2020, the Production Manager will be aligned with the Electronics Technician classification in Appendix D. | | |
| Producer | <u>\$41.91</u> | <u>\$43.59</u> |
| MASTER CONTROL OPERATOR | <u>\$41.91</u> | <u>\$43.59</u> |
| TV TECHNICIAN | | |
| Step 5 | <u>\$31.97</u> | <u>\$33.25</u> |
| Step 4 | <u>\$28.99</u> | <u>\$30.15</u> |
| Step 3 | <u>\$26.03</u> | <u>\$27.08</u> |
| Step 2 | <u>\$23.01</u> | <u>\$23.94</u> |
| Step 1 | <u>\$20.95</u> | <u>\$20.86</u> |
| PRODUCTION ASSISTANT | | |
| Step 5 | <u>\$28.96</u> | <u>\$30.12</u> |
| Step 4 | <u>\$26.31</u> | <u>\$27.37</u> |
| Step 3 | <u>\$23.60</u> | <u>\$24.55</u> |

| | | |
|--------|----------------|----------------|
| Step 2 | <u>\$20.93</u> | <u>\$21.77</u> |
| Step 1 | <u>\$18.22</u> | <u>\$18.95</u> |

PROGRESSION

Production Assistant, Producer, Master Control Operator and TV Technician are considered as “journey~~man~~ level” positions. Training Progression levels shall be at sixty percent (60%), seventy percent (70%), eighty percent (80%) and ninety percent (90%) of the “journey~~man~~ level” rate. Advancement, such as from 60% to 70%, 70% to 80%, etc., shall occur at six (6) month intervals provided the employee has demonstrated satisfactory performance and development towards achieving “journey~~man~~ level” competency. In the event an employee is not to be advanced, the District shall so inform the employee in writing setting forth the reasons. A copy shall be provided to the DCU.

NEW HIRES

Newly hired employees within the Production Assistant, Producer, Master Control Operator, and TV Technician classifications shall be placed in the progression schedule based upon their experience and qualifications as determined by the District.

TRANSFERS AND PROMOTIONS

- A. Transfers
In the event of a position opening, the District will give consideration to qualified current employees wishing to transfer between classifications.
- B. Promotions
In the event of a position opening, the District will give consideration to qualified current employees wishing to be promoted to a different classification.

HEALTH INSURANCE

All provisions of Article 17 – Insurance shall apply to employees covered by this Appendix C except as specifically modified herein.

The parties agree employees covered by Appendix C shall be covered by the Teamsters 206 Employers Trust for Plan AAVR or any plan offered by the Trust as soon as practicable after ratification of the DCU contract.

The parties agree that the provisions of Article 17.A.1.a. pertaining to Insurance contributions into the School District Health and Welfare Trust shall not apply to the employees covered by this

Appendix.

The parties agree that the provisions of Article 17.A.1. concerning the amount of the District's contribution, the composite rate per full time eligible employee covered by this Appendix and the definition of full-time and part-time employees as well as the contribution formula for each shall continue to apply to the employees covered by this Appendix although said contributions shall be made to the Teamsters 206 Employers Trust for the Trust's Plan AAVR or any plan offered by the Teamster Trust.

Contributions shall be made on active employees, eligible retirees and their eligible spouse/same sex domestic partner. No contributions will be required for individuals who no longer work for the District regardless of the reason for separation except in the case of an individual whose discharge is reversed through Article 10 – Grievance Procedure.

Any employee portion of the monthly contribution may be made on a pre-tax basis provided appropriate regulations allow.

APPENDIX D

SALARY SCHEDULE FOR MAINTENANCE WORKERS

HOURLY WAGES FOR MAINTENANCE WORKERS SHALL BE AS FOLLOWS

HOURLY RATES

| <u>CLASSIFICATION</u> | <u>July 1, 2024</u> | <u>July 1, 2025</u> |
|---|---------------------|---------------------|
| Brick Mason | <u>\$37.12</u> | <u>\$38.61</u> |
| Carpenter | <u>\$38.93</u> | <u>\$40.49</u> |
| Carpet and Linoleum Layer* | <u>\$30.51</u> | <u>\$31.74</u> |
| Cement Mason | <u>\$33.56</u> | <u>\$34.91</u> |
| Electrician | <u>\$46.33</u> | <u>\$48.19</u> |
| Glazier | <u>\$36.21</u> | <u>\$37.66</u> |
| Laborer | <u>\$30.51</u> | <u>\$31.74</u> |
| Landscape Laborer * | <u>\$30.51</u> | <u>\$31.74</u> |
| Locksmith | <u>\$36.43</u> | <u>\$37.89</u> |
| Machinist | <u>\$39.03</u> | <u>\$40.60</u> |
| Painter * | <u>\$30.51</u> | <u>\$31.74</u> |
| Plasterer | <u>\$33.68</u> | <u>\$35.03</u> |
| Plumber | <u>\$46.06</u> | <u>\$47.91</u> |
| Rofer * | <u>\$30.51</u> | <u>\$31.74</u> |
| Sheet Metal Worker | <u>\$42.29</u> | <u>\$43.99</u> |
| Effective July 1, 2020, and July 1, 2021, the Sheet Metal Worker classification will receive \$0.50 per hour increase. | | |
| Steamfitter | <u>\$46.06</u> | <u>\$47.91</u> |
| Tile Setter | <u>\$31.78</u> | <u>\$33.06</u> |
| * Same rate as Laborer | | |
| <u>OTHERS</u> | | |
| Mason Tender * | <u>\$30.51</u> | <u>\$31.74</u> |
| Plumber's Helper * | <u>\$30.51</u> | <u>\$31.74</u> |

| <u>CLASSIFICATION</u> | <u>July 1, 2024</u> | <u>July 1, 2024</u> |
|--|---------------------|---------------------|
| Electronic Technician (90% of Electrician) | <u>\$41.70</u> | <u>\$43.37</u> |
| Music Repair Technician 1 | <u>\$41.91</u> | <u>\$43.59</u> |
| Music Repair Technician 2 | <u>\$48.55</u> | <u>\$50.50</u> |
| Machinist Helper (86.5% of Machinist) | <u>\$33.76</u> | <u>\$35.12</u> |
| Building Automation Specialist (same as Steamfitter) | <u>\$46.06</u> | <u>\$47.91</u> |
| Physical Security Technician | <u>\$48.55</u> | <u>\$50.50</u> |

Employees assigned as Corrosion Technician, Fire Sprinkler Technician, and Backflow Technician shall receive an additional three percent (3%). If another employee is assigned work orders or tasks for Corrosion, Fire Sprinkler or Backflow Prevention, they shall receive an additional three percent (3%) for the hours worked on these tasks. Work must be clearly documented in the employee's work order at the end of every day.

~~For the duration of this Agreement, separate seniority lists will be maintained for Laborers and Landscape Laborers. Reduction in force shall be by seniority on the appropriate seniority list. This shall not alter the terms of the January 1996 Letter of Understanding separating the seniority lists of Laborers and Landscape Laborers (grounds maintenance personnel).~~

WAGES AND HOURS

1. Rates for Leadperson, Assistant Foreperson, and ~~Assistant~~ Foreperson when assigned by the District will be as follows:

| | | |
|----------------------|---|---------------------------|
| Leadperson | = | Journeyman rate plus 3% |
| Assistant Foreperson | = | Journeyman rate plus 6.5% |
| Foreperson | = | Journeyman rate plus 10% |

- A. In the event that there are more than three (3) tradespersons in the multi-craft shop, the District shall assign a Lead worker at the journey-level rate plus three percent (3%).
- B. In the event that there are more than three (3) employees assigned to work together, the District shall assign a lead worker at the journey-level rate plus three percent (3%).
- C. Asbestos Abatement Work: The District will pay maintenance employees qualified and trained to remove asbestos at the following premium rates under the following conditions:
 - A Maintenance employee who has the required DEQ Supervisors certification will receive a certification premium in the amount of \$10.00 per hour worked when

assigned by the District to lead a crew of more than three (3) maintenance employees assigned to perform asbestos abatement.

- A Maintenance employee who is qualified and trained to perform asbestos abatement under this Section will receive a certification premium in the amount of \$6.00 per hour for asbestos abatement work assigned by the District.
 - The primary intent of this work is to remove, repair, encapsulate or enclose friable asbestos material that requires a Class I or II OSHA certification to perform; or
 - for the removal of up to forty (40) linear or eighty (80) square feet, by glove bagging of friable asbestos material, limited to thermal system insulation, ceiling and wall material, and surface material, as allowed by OSHA and DEQ rules. No such premium for asbestos abatement will be paid when alternate methods to glove bagging are permissible for asbestos abatement by OSHA and DEQ rules and the District has determined to be an appropriate method of asbestos abatement; or
 - for the removal of non-friable asbestos containing materials, limited to vinyl asbestos tile, cement asbestos board, and built up roofing, using methods that are permissible for asbestos abatement by OSHA and DEQU rules and the District has determined to be an appropriate method of asbestos abatement.
- No Premium will be paid when the abatement of asbestos is de minimis.
- Maintenance Employees are required to submit all documentation related to the abatement work, such as procedure checklist, air samples and associated forms.

~~A.D.~~ Workers performing work in a higher paid classification shall receive a minimum of two (2) hours, or actual hours worked if over two (2), pay at the higher rate for work in the higher classification.

~~B.E.~~ Eight (8) hours shall constitute a standard workday. Five (5) days, Monday to Friday, shall constitute a standard workweek.

~~C.F.~~ The standard workdays shall be eight (8) consecutive hours set by the employer between the hours of 6:00am and 5:00pm with a minimum thirty (30) minutes unpaid lunch break. Standard shifts starting times may be changed upon thirty (30) days' notice.

~~D.G.~~ When so selected by the employer, a second, or "swing" shift may be established provided employees are given one week's written notice of shift changes, unless the affected employees and the DCU agree to waive such notice.

E.H. The standard second or “swing” shift shall be eight (8) consecutive hours between the hours of 12:00 noon and 12:00 midnight. Workers on the second or “swing” shift shall receive eight (8) hours’ pay at the regular rate plus One Dollar and Six Cents (\$1.06) an hour for eight (8) hours’ work which shall include a thirty (30) minute employer-paid lunch period.

F.I. In the event an employee must work overtime, the employee shall be compensated at the overtime rate. There will be no comp time. Overtime shall be paid at the rate of one and one-half (1½x) times the regular rate of pay, except for Sundays and holidays, which shall be paid double (2x) the regular rate.

G.J. It is recognized by the parties that productivity and attendance are related issues and, therefore, have a joint interest in cooperating to improve both.

TRAINING PROGRAM

The DCU, through its affiliated unions, will cooperate with the administration of the District in reducing costs by the employment of apprentices through the apprenticeship programs of the appropriate union, up to the journeyman/apprentice ratio established by that union. The District will work with existing apprenticeship programs. The District will contribute to apprenticeship training programs for those trades in which the District has apprentices actively employed. Selection of apprentices by the District shall be done in consultation with the affected union.

OPTIONAL 10-HOUR DAY, 4-DAY WORK WEEK

The District may find it desirable to effect a 10-hour, 4-day workweek with all or some of the maintenance workers on all or some shifts. Before implementing such a schedule, representatives of the District and the DCU shall meet and agree upon the conditions of such a schedule.

EMERGENCY STANDBY

A worker, who agrees and is designated to be on call during evenings, weekends or holidays to meet emergency situations, shall receive one (1) hour of pay for each day they are on call.

INCLEMENT WEATHER

1. If the District closes all schools and offices ("all-District closure day"), maintenance employees are expected and required to report for and work their full shift unless an individual maintenance employee is specifically and individually informed by the District that they cannot report or must leave their shift early. Maintenance employees that are on medical leave, emergency personal/business leave, vacation or any other leave provided under the

collective bargaining agreement or protected by law will not be required to report to work.

2. If an individual maintenance employee is unable to report due to unsafe weather conditions, that maintenance employee must inform their supervisor and will be required to use vacation, emergency personal leave or unpaid leave to cover all hours not worked on that day.
3. A maintenance employee who works during an all-District closure day will be compensated in line with their usual compensation, as governed by the collective bargaining agreement for all hours worked during all-District closure days.

TOOLS

If a worker is required to use their personal tools while on duty with the District, the District shall replace any tool loss providing the worker has filed a tool inventory list with, and approved by, the Maintenance Supervisor and the loss is not a result of carelessness or negligence on the part of the workers.

~~SPECIALIZED FOOTWEAR~~

~~Definition: Safety toe work shoes shall mean safety shoes and boots which meet the most current ASTM standard that provide both impact and compression protection (currently ASTM F2413-11/75-c/75).~~

CONTRACTING REFERENCE

- A. Prior to awarding a public contract for the construction of a new facility or a major renovation or addition to an existing facility, the District shall give advance notice thereof to DCU. The District and DCU agree to discuss the possibility of a project labor agreement in the event that the District plans a project that is large enough or complex enough to make a project labor agreement beneficial and lawful.
- B. All work that is contracted for by the District shall be subject to appropriate BOLI regulations including ORS Chapter 279 and OAR Chapter 839. The parties acknowledge that the District may need to use a competitive bidding process to consider subcontracting work other than that described in paragraph A if the work can be performed more efficiently or cost effectively by a contractor. That includes maintenance work and other work that has historically been performed by bargaining unit members. The primary reason for this subcontracting is not to undercut the wage and benefit package contained in this Agreement. If the District intends to subcontract such work, prior notice will be given to DCU. Subcontracting of such work is allowed provided that the employees of the contractor who hold positions comparable to those described in this Agreement receive an hourly compensation package (including wages, insurance and retirement) that is comparable to the hourly compensation package described in this Agreement for those positions. The only classifications subject to this requirement are those recognized by the Oregon Bureau of

Labor and Industries. A comparable compensation package is established by:

- a. Being a signatory to the appropriate craft Master Labor Agreement; or,
- b. Paying the “prevailing wage” as determined by the Oregon Bureau of Labor & Industries; or,
- c. Other equally reliable proof.

Furthermore, the contractor must agree to provide reasonable information to the District and the DCU to allow an audit of compliance with the provisions of this paragraph.

AFFILIATED UNIONS SERVICING THIS AGREEMENT

| | |
|--|--------------|
| Bricklayers Local No. 1 (Appendix D) | 503-232-0358 |
| Pacific Northwest Regional Council of Carpenters (Appendix D) | 503-261-1862 |
| Cement Masons Local Union 555 (Appendix D) | 503-232-9341 |
| Electricians Local Union 48 (Appendices C, D) | 503-256-4848 |
| Glaziers Architectural Metal and Glass Workers Local Union 740 (Appendix D) | 503-255-3920 |
| Laborers Local Union 737 (Appendix D) | 503-801-2209 |
| Linoleum and Carpet Layers Local Union 1236 (Appendix D) | 503-255-8444 |
| Machinists District Council 24 (Appendices B, D) | 503-238-5550 |
| Painters District Council 55 (Appendix D) | 503-257-6644 |
| Plasterers Local Union 82 (Appendix D) | 503-232-3257 |
| Plumbers & Steamfitters Local Union 290 (Appendix D) | 503-691-5700 |
| Sheet Metal Workers Local Union 16 (Appendix D) | 503-254-0123 |
| Teamsters Local Union 206 (Appendix A) | 503-251-2344 |

SIGNATURE PAGE

The parties, by their authorized representatives, have set their hand to this agreement this _____ day of _____, 20__

FOR THE DISTRICT COUNCIL OF UNIONS:

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

FOR PORTALND SCHOOL DISTRICT NO. 1, MULTNOMAH COUNTY:

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

[NAME AND TITLE]

Portland Public School District 1st Reading

DATE OF FIRST READING: August 06, 2024

PUBLIC COMMENT FOR

Revision of Policy 4.20.010-P:

Promotion and Retention of Students

The Portland Public School District is providing Notice of Proposed Revised Policy and Public Comment to offer interested parties reasonable opportunity to submit data or comments on the proposed policies noted below.

Public comment may be submitted in writing directly to the district or through the district website noted below. Written comments must be submitted by 5:00pm on the Last Date for Comment listed below.

Open for Comment until at least:

August 27, 2024

Summary: **Revision of Promotion and Retention of Students Policy
4.20.010-P**

1st Reading by: **Director Julia Brim-Edwards**
Portland Public School Board, Policy Committee Chair

Recommended for a 1st Reading by:
Portland Public Schools Board of Education, Policy Committee

Draft Policy Web Site: <http://www.pps.net/draftpolicies>

Contact: **Rosanne Powell, Senior Board Manager**
Address: P.O. Box 3107, Portland, OR 97208-3107
Telephone: 503-916-3741
E-mail: schoolboard@pps.net

Draft Policy Comment Form: <https://forms.gle/VqYbmVA36qqADj6n6>

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| Redlined Policy with Proposed Changes | 05 |
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PORTLAND PUBLIC SCHOOLS

Office of Teaching & Learning

501 North Dixon Street / Portland, OR 97227
Telephone: (503) 916-2000
Mailing Address: P. O. Box 3107 / 97208-3107

STAFF REPORT

Date: June 17, 2024

To: PPS School Board

CC: Kristina Howard, CAO

From: Dr. Emily Glasgow, Senior Director PK-5 Academics

Subject: Revised Retention & Promotion Policy (4.20.010-P)

BACKGROUND

On Tuesday, January 24, 2023, the PPS Board of Education voted to modify our PPS Compulsory Enrollment; Age and Grade Level at Entrance Board Policy (4.10.020-P). This modification eliminated our previous practice of offering an Early Entry to Kindergarten exception. It was brought to our attention this year that Board Policy 4.20.010-P still contained language in support of an Early Entry to Kindergarten exception. In reviewing policy 4.20.010-P, we came to understand that, in several ways, it did not fully reflect our research-based updated practices related to student retention and acceleration. We also found the policy to be too broad, allowing for subjectivity and potential bias in high-stakes decisions about student pathways.

RELATED POLICIES/BEST PRACTICES

While reviewing this policy, we looked at the internal retention guidance developed post-COVID as well as our current Whole Grade and Single Subject Acceleration practices.

ANALYSIS OF SITUATION

Research shows that both retention and acceleration can be appropriate interventions for a very small number of students, but can also have adverse impacts--particularly on our students of color and students with disabilities--when applied inappropriately. Without clear district-level guidance and objective tests of proficiency to guide decision-making about these exceptional cases when a student is deemed to be a candidate for either retention or acceleration, we are at risk of critical decisions about student pathways being made in subjective and potentially biased ways. An internal review of current school-based practices suggests that our guidance is not yet clear enough to ensure that all schools are using the same factors and practices to drive decision-making in these areas.

FISCAL IMPACT

The fiscal impacts related to acceleration include the cost of staffing to support central management of the Single Subject and Whole Grade Acceleration process, the cost of assessments to support these processes, and the current part-time FTE dedicated to instruction in Single Subject Acceleration in mathematics for students at transition grades (e.g. 5th and 8th

grade students taking 6th and 9th grade math). The only fiscal impact related to retention is the cost of supporting students in our K-12 pathway for one additional year.

COMMUNITY ENGAGEMENT (IF APPLICABLE)

Our TAG Advisory Committee has shared feedback on our acceleration practices and is in support of continued revision of Board policy to reflect and codify these practices. We are working with our Special Education Family Engagement team to make space for a family focus group with special education families on this policy as well.

TIMELINE FOR IMPLEMENTATION / EVALUATION

Our goal would be to have this policy revised and approved by August 2024 so that we can update our internal practices in alignment with the policy in time to implement adjustments for the 2024-25 school year.

BOARD OPTIONS WITH ANALYSIS

At a minimum, we need to remove the Early Entry to Kindergarten language from this policy as rescinding this practice was already approved by this Board. We are hopeful that the Board will join us in this opportunity to update the whole policy while it is under review.

CONNECTION TO BOARD GOALS

This policy is tightly connected to our academic Board goals. Both retention and acceleration, when applied appropriately and with careful consideration, can support students to develop and grow toward our district benchmarks at an appropriate and differentiated rate and level.

STAFF RECOMMENDATION

The Office of Teaching & Learning in partnership with the Office of School Programs recommends the revisions reflected in the updated draft of this policy.

ATTACHMENTS

- A. Red-lined draft of 4.20.010-P

| | | |
|---|--|--------------------------|
|  | <p>BOARD POLICY</p> <p>PROMOTION RETENTION AND ACCELERATION OF STUDENTS</p> | <p>4.20.010-P</p> |
|---|--|--------------------------|

The curriculum and instruction program of the District is designed to present the student with learning experiences appropriate to the student's level of maturation and academic ability. Satisfactory completion of the instructional program during the academic year is normally sufficient for the student to progress to the next grade level. However, the District recognizes that all students do not learn at exactly the same rate or level. **Some In exceptional cases, some** students may benefit from additional instruction at a certain level (**aka retention**), while others may benefit from accelerated placement beyond the normal grade level assignment (**aka whole grade acceleration**).

Scope of Policy: This policy shall apply to all students enrolled in the Portland Public School District including students who qualify for Special Education and students who are on Section 504 plans.

Policy:

- (1) **Retention:** The decision to retain ~~or accelerate~~ a student:
 - (a) Shall be made by the school principal upon recommendation of the school staff and with the involvement of the student's parents or guardian.
 - (A) ~~The recommendation shall be made to the parents or guardian in a timely manner that allows sufficient time to develop an appropriate plan for the coming school year.~~ If the school team is considering the possibility of retention for a student, conversations with the family should begin no later than the end of the second grading period. Final decisions around retention should be made no later than the end of the third grading period.
 - (B) The decision to separate a student from his/her their age/grade peer group should be considered with caution and only if other strategies appear unlikely to improve the student's performance to the degree necessary to sustain a satisfactory rate of growth. The following criteria must be considered and discussed with the family as part of the decision-making process:

- ~~If the student is receiving special education, what is the impact of their disability on their academic progress and how are they progressing toward their IEP goals?~~
- ~~If the student is an English Language Learner, what is the impact of language development on their academic progress and how are they progressing toward their ELPA goals?~~
- In what ways has this student's academic progress been impeded by challenges with attendance and/or other disruptions to learning opportunities?
- What academic interventions have been provided to this student and how have they responded to this support?
- Given this student's age, race, disability identification, language needs, and social emotional profile, what are the costs and benefits of retention for this student?

(C)

If a student is recommended for ~~acceleration or retention~~, the ~~appropriate administrative directive shall be followed~~ principal must (1) inform their supervisor of the decision and (2) ensure that an individualized learning plan has been developed and shared with the family that includes:

- individualized learning goals and progress monitoring measures for the repeated year;
- targeted academic intervention and scaffolding plans that ensure the student will receive Tier 3 supports in addition to differentiated core instruction;
- as needed, family and community supports to ensure that attendance and other social-emotional needs impacting academic progress are being addressed;
- a progress monitoring plan that includes no less than quarterly meetings with the school team and family to review progress and adjust strategies throughout the repeated school year.

(b) ~~Shall be based upon careful review of the student's academic progress and in consideration of the student's physical development, psychological development, emotional maturity, and social development.~~

(2) **Acceleration:** The decision to ~~promote, retain or~~ accelerate a student:

(a) Shall be made in accordance with the district's Whole Grade Acceleration process. The district also may develop and support a process for Single Subject Acceleration.

(b) If the school team determines a student eligible for consideration of Whole Grade or Single Subject Acceleration, they will contact the District Talented and Gifted (TAG) Coordinator to initiate testing and data collection no later than the annual designated spring testing window.

PROMOTION AND RETENTION OF STUDENTS

4.20.010-P

- (c) Multiple factors will be considered in determining whether a student will benefit from Acceleration. These factors include:
- standardized testing results,
 - curriculum-embedded assessment information,
 - teacher questionnaire,
 - school team feedback,
 - and family feedback.
- (d) The District TAG Coordinator will review documentation, evaluate assessment results, and document the placement decision.
- (e) The District TAG Coordinator will notify the school(s) and family of the final decision in a timely fashion for student records to reflect the change for the next school year.
- (f) If a student is recommended for Whole Grade Acceleration, the principal must ensure that a personalized learning plan has been developed and shared with the family that addresses the academic and social-emotional needs of the student for the next school year.

- ~~(g) Shall be accompanied by the development of a plan that identifies the best placement option for the student and appropriate intervention strategies. The plan also shall specify the types of instructional strategies to be used to assist the student.~~
- ~~(A) Intervention strategies and available programs, such as, summer school, tutoring, the Talented and Gifted program, remediation, etc., shall be considered in plans to assist the student.~~
- ~~(B) In the event that the plan is unsuccessful, the procedures and timeline set forth in the appropriate administrative directive shall be followed to best meet the future education needs of the student.~~
- ~~(3) All schools shall monitor student achievement and progress. Those students who achieve substantially below grade level standards will be provided intensive, corrective instruction in the academic areas below standard. If a recommendation for retention is made, the plan should specify the changes in instructional methodology and materials that will be utilized to assist the student in the new academic year.~~
- ~~(4) Should a student be recommended for accelerated placement, the process set forth in the accompanying administrative directive will be followed.~~

(5) The superintendent shall develop administrative directives to implement this policy.

Legal References:

History: Adpt. as AD 6/71; Amd. 2/78; made into policy and Amd. 9/09/02, BA 2425, Amd. 6/24



BOARD POLICY

4.20.010-P

PROMOTION AND RETENTION OF STUDENTS

The curriculum and instruction program of the district is arranged in a manner designed to present the student with learning experiences appropriate to the student's level of maturation and academic ability. Satisfactory completion of the instructional program during the academic year is normally sufficient for the student to progress to the next grade level. However, the district recognizes that all students do not learn at exactly the same rate or level. Some students may benefit from additional instruction at a certain level, while others may benefit from accelerated placement beyond the normal grade level assignment.

Scope of Policy: This policy shall apply to all students enrolled in the Portland Public School District including students who qualify for Special Education and students who are on Section 504 plans. Early entry may be granted for the intellectually advanced child who would not otherwise be allowed to enter school for another year due to date of birth. (See 6.10.015-P, Talented and Gifted Education, for early entry into Kindergarten)

Policy:

- (1) The decision to promote, retain or accelerate (e.g., double promote) a student:
 - (a) Shall be made by the school principal upon recommendation of the school staff and with the involvement of the student's parents or guardian.
 - (A) The recommendation shall be made to the parents or guardian in a timely manner that allows sufficient time to develop an appropriate plan for the coming school year.
 - (B) The decision to separate a student from his/her age/grade peer group should be considered with caution and only if other strategies appear unlikely to improve the student's performance to the degree necessary to sustain a satisfactory rate of growth.
 - (C) If a student is recommended for acceleration or retention, the appropriate administrative directive shall be followed.
 - (b) Shall be based upon careful review of the student's academic progress and in consideration of the student's physical development, psychological development, emotional maturity, and social development.

PROMOTION AND RETENTION OF STUDENTS

4.20.010-P

- (c) Shall be accompanied by the development of a plan that identifies the best placement option for the student and appropriate intervention strategies. The plan also shall specify the types of instructional strategies to be used to assist the student.
 - (A) Intervention strategies and available programs, such as, summer school, tutoring, the Talented and Gifted program, remediation, etc., shall be considered in plans to assist the student.
 - (B) In the event that the plan is unsuccessful, the procedures and timeline set forth in the appropriate administrative directive shall be followed to best meet the future education needs of the student.
- (2) All schools shall monitor student achievement and progress. Those students who achieve substantially below grade level standards will be provided intensive, corrective instruction in the academic areas below standard. If a recommendation for retention is made, the plan should specify the changes in instructional methodology and materials that will be utilized to assist the student in the new academic year.
- (3) Should a student be recommended for accelerated placement, the process set forth in the accompanying administrative directive will be followed.
- (4) The superintendent shall develop administrative directives to implement this policy.

Legal References:

History: Adpt. as AD 6/71; Amd. 2/78; made into policy and Amd. 9/09/02, BA 2425

Public Comment on Draft Policies

Please provide your comments on policies currently proposed for revisions or rescissions, or new policies. Policies are open for public comment for a minimum of 21 days between the First Reading and the Second Reading, when a adopt the policy.

Policy you are providing comment on *

Other (Please indicate which policy in the comments section below) ▼

Do you provide permission to post your comments on the PPS website? *

- Yes, with name
- Yes, without name
- No. Share only with Board and District staff

Name *

Cynthia Velasquez

Email *

cvelasquez@pps.net

Your School Community *

SS&H Admin

Please provide your comments below *

As a school psychologist with over 20 years of experience, retention of a student has and should never be used as an intervention or solution to address academic or social-emotional needs. Sadly, this practice continues to impact our students especially our Racially, Ethnically Diverse and Multilingual Students.

Portland Public Schools is committed to the examination of inequitable practices through a racial and social justice lens. By examining the current practices of retention and grade/ course repetition in PPS, we are able to consider the long-term impact of school- building based decisions on students from historically underrepresented populations.

According to research, students who are retained are at a higher risk of dropping out of high school (Bauer, Hughes, Kim & West 2017). Students who are at the highest risk of retention are Black, Latinx, Indigenous Students and English Language Learners. "On average, both Hispanic and Black students across grade levels are one and one half times more likely to be retained than White students" (U.S. Census, 2015). Additionally, English learners are retained at disproportionate rates nationally. In fact, except for kindergarten, English learners are overrepresented among retained students. In 11th and 12th grades, the percentage of retained students who were ELs was more than double the percentage of ELs enrolled in each grade. (U.S. Department of Education, 2016)" (Johnson 2018). In PPS, retention is a civil rights issue due to the fact that Black, Latinx, Native, Pacific-Islander Students and English Language Learners are disproportionately represented per data.

The current policy has not been revised since 2002 nor does it contain language that is inclusive of a racial equity- social justice lens or consider the long-term impact to students who are being considered for retention. At this time the following practices have been observed:

PPS does not collect data related to retention of students nor do individual school team examine retention data

Lack of a Racial Equity and Social Justice Lens when considering long-term impact of retention

No guided universal process among buildings when retention is being considered

Lack of or inconsistent caregiver/ parent involvement from beginning of process or difficulty when addressing parent request for retention of student

Instructional practices are not being examined in order to determine impact on student engagement and achievement related to retention

Schools do not collect evidence or document when a student is retained in records i.e Synergy

Retention of students is exceptionally subjective and harmful. Please reconsider the impact of retention. **NO CHILD SHOULD BE RETAINED.**

Google Forms

Portland Public School District 1st Reading

DATE OF FIRST READING: August 06, 2024

PUBLIC COMMENT FOR

Revision of Policy 6.50.010-P:

Field Trips, Foreign Travel, and Other Off-Campus Activities

The Portland Public School District is providing Notice of Proposed Revised Policy and Public Comment to offer interested parties reasonable opportunity to submit data or comments on the proposed policies noted below.

Public comment may be submitted in writing directly to the district or through the district website noted below. Written comments must be submitted by 5:00pm on the Last Date for Comment listed below.

Open for Comment until at least:
August 27, 2024

Summary: Field Trips, Foreign Travel, and Other Off-Campus Activities
6.50.010-P

1st Reading by: Director Julia Brim-Edwards
Portland Public School Board, Policy Committee Chair

Recommended for a 1st Reading by:
Portland Public Schools Board of Education, Policy Committee

Draft Policy Web Site: <http://www.pps.net/draftpolicies>

Contact: Rosanne Powell, Senior Board Manager
Address: P.O. Box 3107, Portland, OR 97208-3107
Telephone: 503-916-3741
E-mail: schoolboard@pps.net

Draft Policy Comment Form: <https://forms.gle/VqYbmVA36qqADj6n6>

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| Redlined Policy with Proposed Changes | 06 |
| Original Policy | 11 |



PORTLAND PUBLIC SCHOOLS

Office of School Performance

501 North Dixon Street / Portland, OR 97227

Telephone: (503) 916-2000

Mailing Address: P. O. Box 3107 / 97208-3107

STAFF REPORT

Date: July 21, 2024

To: Portland Public Schools Board of Directors

CC: Kimberlee Armstrong, Superintendent
Liz Large, Contracted General Counsel

From: Jon Franco, Chief of Schools
Christyn McCloskey, Senior Director of Schools
Margaret Calvert, Assistant Superintendent

Subject: Proposed revision to Field Trips, Foreign Travel, and Other Off-Campus Activities 6.50-010-P

BACKGROUND

Board Policy 6.50.010-P (Field Trips, Foreign Travel, and Other Off-Campus Activities) was last updated in 2019 to mitigate the adverse academic impacts on students traveling as well as students who remain on campus. Since the update, we have reviewed and approved planning for international off-campus learning activities that meet the five-day threshold contained in the Administrative Directive that implements the policy, including trips to Taiwan and Japan. The schools were able to meet their learning objectives and stay within guidelines by scheduling trips in coordination with non-instruction days, including breaks, weekends, and holidays. Two DLI programs in particular have struggled to meet this requirement, thus prompting an exception in 2023 for two trips and then again in 2024 for just one trip. As a result, the Policy Committee has proposed to amend Board Policy 6.50.010-P to extend the time students can be away from campus up to 10 days, so long as certain criteria are met. Staff has expressed and continues to have concerns about the academic impacts on traveling students and students remaining at the school when students are gone for ten consecutive days for international trips.

RELATED POLICIES/BEST PRACTICES

[6.50.011-AD](#) Field Trips

[6.50.012-AD](#) Travel Study Programs

[6.50.021-AD](#) Foreign Travel- Study Programs

ANALYSIS OF SITUATION

The District recognizes the value in off-campus learning experiences for students while also acknowledging that these experiences provide learning opportunities for a portion of the participant's classes. In the past year, we reviewed over 200 requests from schools to travel for student learning experiences that were either overnight or wilderness. In addition, the Office of

Teaching and Learning has been developing a Middle Grades Redesign to include a capstone project tied to a field trip for all middle schoolers. It is the intention of the District for all Middle Grade students to have place-based learning experiences that are connected to a capstone project.

In looking at how to provide these off-campus learning experiences, we must balance the undeniable educational value of the trip (language and cultural immersion, especially) against potential educational losses that come from students being absent from ongoing classroom work (math and language arts, especially) that is not connected to the trip, as well as disruptions in the continuity of the curriculum in the other classes for both traveling and non-traveling (6th through 8th grade) students.

School Environment/Nontraveling Students: In assessing the proposed policy amendment, we also need to look at the impact of the teachers' and administrators' absence in the building when they supervise a student trip and are off-campus for two weeks. Administrator presence at school sites support student learning and a healthy school climate by providing consistency and guidance to staff, students and community members. This can be particularly important when they are addressing staff and student concerns or when incidents arise in the building or when managing relationships with families and communities at large. When teachers chaperone off-campus learning with some of their students, students who remain on-site (in the classes that are traveling and in courses not included in the trip) are provided substitute teachers, which interrupts the learning experience for the students who remain on campus. For some of the immersion classes, a substitute teacher brought in to cover classes may not be bilingual, causing even greater disruption to their learning. These are examples of the impacts we consider when balancing the positive experiences of extended travel/experiences.

Traveling Students: In addition, there are collateral academic impacts on traveling students, as well. For example, traveling for ten school days off campus could consume up to half of a math unit. Depending on the grade level, this could hold true for not only math, but the other courses that are not in the integrated unit of study, which could be up to five subject areas. Schools outline support for students traveling, some of which ask students to complete units of study prior to departure, which include having materials ready for them during school break (e.g., having a language arts unit posted on Canvas during spring break). This becomes more challenging for students with special educational and language learning needs, particularly for extended trips. Another strategy to support student learning described by one school was for the teachers of non-DLI courses to make themselves available to students upon their return during academic support time, if it exists at the site, to answer questions or review material. The longer the trips, the more complex the plans have to be to help all students maintain academic momentum in all of their courses.

With respect to changes to the policy, much of the discussion on traveling for off-campus learning has centered on a few of the twelve DLI programs (Japanese, Mandarin and Vietnamese at the middle school level); it did not address other grade levels or Russian or Spanish programs. The policy applies to all off-campus learning and other international travel and field trips.

Many international trips have been able to meet the five-day threshold, as well as their learning objectives, while staying within policy guidelines. The trip leaders used natural breaks in the school calendar (planning days, spring break, etc.) to extend the trip thereby minimizing the adverse impact on the students' education across the span of their enrolled courses. Both the MDLI and VDLI programs were also able to meet the policy guidelines this year:

- Vietnamese DLI trip: May 17-27, 2024 (8 students), 5 school days and using Memorial Day weekend
- Mandarin DLI trip: March 24 - April 8, 2024 (29 students), Spring Break, 5 school days and the grading day on April 5

- Only the JDLI trip operated outside of policy expectations and the 5-day threshold.

Additional information on these trips can be found [here](#).

FISCAL IMPACT

International trips require a building administrator and one or more teachers to attend. This requires airfare, lodging, meals, etc., and also securing an administrator and teacher substitutes to cover the building while the principal or assistant/vice principal and the teacher are on the trip. Doubling the number of school days missed with this policy change also doubles the cost of admin/teacher subs. During the Policy Committee meeting on June 10, it was suggested that perhaps administrator attendance is unnecessary on international trips. After gathering input from four school leaders whose programs embarked on international trips this spring, all were in agreement that an administrator presence is necessary for the safety of students and adults on the trip. Some of their reasons include:

- Providing student management and chaperone support
- Serving as ambassadors while attending school visits and meeting with local school boards and mayors
- Navigating emergencies (big or small) as they arise

Schools also need to hire substitute teachers to cover the 6th and 7th grade classes for the teacher(s) chaperoning the trip, which carries a fiscal impact on the school building. Substitute teachers receive \$247.58 per day. \$276 per day if they go over 10 days. Substitute administrators receive \$75/hour.

The cost of the trip and how it is funded varies by school and program. The overall cost to the District inevitably increases as the trip length extends. The most recent JDLI trip, for instance, cost over \$300,000 dollars.

COMMUNITY ENGAGEMENT

Community members and staff who lead the JDLI, MDLI, and VMLI trips presented their positions at a variety of Board Committee meetings, as well as before the full Board and in written comments.

CONNECTION TO BOARD GOALS

Board goals are incrementally implicated if students are traveling for ten school days, specifically as it relates to eighth-grade math and reading goals. A number of courses are not explicitly incorporated into the interdisciplinary DLI off-campus learning unit, which may mean students miss explicit math and reading instruction and compromise the continuity curriculum for up to two weeks (10 school days, as proposed).

STAFF RECOMMENDATION

Ten-day absences are not recoverable by all traveling students in all classes. In addition, the impact on the school environment of absent students, absent teachers, and absent administrators is also too significant for 10 consecutive days. As an alternative to the proposed amendment, staff recommends Board Policy 6.50.010-P keep the 5-school day threshold intact, with an allowance for 2 additional days for trips that require over 10 hours of travel.



Field Trips, Foreign Travel, and Other Off-Campus Activities

The District believes in the value of experiences outside the classroom and endeavors to make these opportunities available to all. As in all other aspects of school life, PPS is committed to both the access to and the inclusivity of off-campus activities. In planning and authorizing off-campus activities, primary consideration shall be given to the educational outcomes derived, the safety and welfare of students involved, District expectations of conduct and behavior on the part of all participants, and the selection of appropriate adult supervision in accordance with Board Policy [5.10.064-P Professional Conduct between Adults and Students](#).

I. District-Sponsored Activities

Special activities outside the classroom are an important part of an educational experience. Students shall be allowed to participate in carefully planned learning experiences or co-curricular activities, which fall outside the normal school program, school day, and/or are off-campus when they serve a legitimate educational purpose. Off-campus activities should promote and not compromise the integrity and purpose of the District's educational programs. Plans for continuity of curriculum must be made for the off-campus activity and likewise for students remaining on campus. This policy applies to all off-campus activities, unless otherwise noted.

- 1) As authorized through this policy and Administrative Directives, the Superintendent's designees may authorize field trips and other extra-curricular activities involving travel off-campus when such activities contribute to educational goals.
- 2) District staff responsible for overseeing extended travel must notify building administrators in advance of the trip so that plans for continuity of curriculum and instruction can be assured for students remaining on campus. Those plans will be communicated to the school community and observed so that no disruption in curriculum or programming will occur for students remaining on campus.



Field Trips, Foreign Travel, and Other Off-Campus Activities

- 3) Certain trips may be authorized for an extended time when the distance traveled requires additional time, such as international travel, and when the trip involves a rigorous academic experience, as long as the following conditions are met:
 - a. Reasonable accommodations have been made to minimize the impact on students remaining on campus
 - b. Use of staff not usually assigned to the students traveling should take into consideration the needs of the students who remain at the school and the operations of the school, generally.
 - c. The plans made to minimize impacts have been approved by the school principal and the principal's supervisor.
 - d. If these conditions are met, the standard allowable travel time shall be 10 school days, although the Superintendent may approve longer durations when necessary to fulfill the educational purposes of an overseas trip.
- 3) Schools and staff to submit field trip requests for review, and approval or denial, prior to any planned activities.
 - a. Principals shall have the authority to approve regular off-campus field trips, subject to Risk Management approval, occurring during the course of one school day.
 - b. All off-campus trips comprising more than one school day will be reviewed by Risk Management and approved by the supervising Area Assistant Superintendent.
 - c. Specific timelines, procedures, and requirements of this field trip approval process will be outlined in a related Administrative Directive.
- 4) All out-of-state and foreign travel shall require prior Board approval with the exception of travel up to 150 miles from the PPS headquarters.
- 5) In planning for off-campus activities, staff members must avoid factors that might



Field Trips, Foreign Travel, and Other Off-Campus Activities

prohibit student participation, including financial burden, as well as any hazards or barriers for students arising from discriminatory policies or practices in the destination or during transit based on race, religion, culture, gender orientation, sexual identity, or immigration status. Trips should be designed to promote healthy, safe, and inclusive experiences for all students, and consider the identified special needs and required accommodations of students with an Individualized Education Plan (IEP) and/or plans under Section 504 of the Rehabilitation Act of 1973. .

- 7) Both students and adult supervisors should be acquainted with and comply with relevant District policies, administrative directives, and other guidance, including the *PPS Student Responsibilities, Rights, and Discipline Handbook*, while representing the District. These expectations should be reviewed again by all students and staff prior to any extended off-campus activity.



Field Trips, Foreign Travel, and Other Off-Campus Activities

II. Non-School Sponsored Off-Campus Activities Must Clearly Indicate They Are Not Affiliated with the District

The unique professional status of District staff members may at times make it difficult for students and families to distinguish between school-sponsored off-campus activities from non-school privately sponsored off-campus activities. While working as PPS staff and/or representing PPS, District staff may not develop, plan, and/or supervise off-campus activities represented as "school, class, club, etc." other than what has been approved under this policy and the implementing administrative directives. In addition, District staff or other persons may not use District email, social media, hardcopy distribution to students, or other methods of District-controlled distribution that are not open to the general public to communicate to District students or families about private, non-school sponsored off-campus activities, without the pre-approval of the school building administrator and in adherence with PPS Disclaimer Requirement (11.1.a)

1) Travel Study Programs

Travel Study Programs are activities involving student travel that are planned, marketed, and conducted by organizations other than Portland Public Schools. Portland Public Schools does not fund, sponsor, or endorse any such programs.

- a) Disclaimer Requirements: Any information about travel study programs must include the following disclaimer: "Portland Public Schools does not fund, sponsor, or endorse this travel study program. The District is not responsible for conducting or supervising this trip. Portland Public School employees who participate in travel study programs are not acting in their capacity as District employees and do so at their own risk. Students participating in travel study programs do so at their own risk."
- b) Any information distributed about travel study programs cannot contain the name of the District or any Portland Public school.
- c) Distribution of information by travel study organizations must follow distribution guidelines in Board Policy 3.30.035-P Distribution of Materials and Information to Students and Administrative Directive 3.30.038-AD. Information distributed about



Board Policy

6.50.010-P

Field Trips, Foreign Travel, and Other Off-Campus Activities

travel study programs shall not be made through PPS email, without the pre-approval of the school-building administrator and in adherence with PPS Disclaimer Requirement (see 11.1.a).

- d) Travel study organizations must use the Civic Use of Buildings (CUB) procedures for informational/planning meetings after the school day. See Policy 3.30.010-P Community Use of School Buildings and Facilities and 3.30.011-AD Community Use of School Buildings and Facilities: Short-Term Use.

Legal References: ORS 332.107; ORS 336.183; ORS 339.155

Amended 9/2002, Amended 3/2019



Field Trips, Foreign Travel, and Other Off-Campus Activities

Original/Current Policy

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- 1) As authorized through this policy and Administrative Directives, the Superintendent's designees may authorize field trips and other extra-curricular activities involving travel off-campus when such activities contribute to educational goals.
- 2) District staff responsible for overseeing extended travel must notify building administrators in advance of the trip so that plans for continuity of curriculum and instruction can be assured for students remaining on campus. Those plans will be communicated to the school community and observed so that no disruption in curriculum or programming will occur for students remaining on campus.



Field Trips, Foreign Travel, and Other Off-Campus Activities

Original/Current Policy

- 3) Schools and staff to submit field trip requests for review, and approval or denial, prior to any planned activities.
 - a. Principals shall have the authority to approve regular off-campus field trips, subject to Risk Management approval, occurring during the course of one school day.
 - b. All off-campus trips comprising more than one school day will be reviewed by Risk Management and approved by the supervising Area Assistant Superintendent.
 - c. Specific timelines, procedures, and requirements of this field trip approval process will be outlined in a related Administrative Directive.
- 4) All out-of-state and foreign travel shall require prior Board approval with the exception of travel up to 150 miles from the PPS headquarters.
- 5) In planning for off-campus activities, staff members must avoid factors that might prohibit student participation, including financial burden, as well as any hazards or barriers for students arising from discriminatory policies or practices in the destination or during transit based on race, religion, culture, gender orientation, sexual identity, or immigration status. Trips should be designed to promote healthy, safe, and inclusive experiences for all students, and consider the identified special needs and required accommodations of students with an Individualized Education Plan (IEP) and/or plans under Section 504 of the Rehabilitation Act of 1973. .
- 7) Both students and adult supervisors should be acquainted with and comply with relevant District policies, administrative directives, and other guidance, including the *PPS Student Responsibilities, Rights, and Discipline Handbook*, while representing the District. These expectations should be reviewed again by all students and staff prior to any extended off-campus activity.



Field Trips, Foreign Travel, and Other Off-Campus Activities

Original/Current Policy

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- b) Any information distributed about travel study programs cannot contain the name of the District or any Portland Public school.
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Board Policy

6.50.010-P

Field Trips, Foreign Travel, and Other Off-Campus Activities

Original/Current Policy

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Legal References: ORS 332.107; ORS 336.183; ORS 339.155

Amended 9/2002, Amended 3/2019

Amendment #1 for Board Consideration to Policy 6.50.010-P, Field Trips, Foreign Travel, and Other Off-Campus Activities The amendment would amend the current draft of the policy to incorporate the staff recommendation that would keep the 5-school day threshold intact, with an allowance for 2 additional days for trips that require over 10 hours of travel.

Amendment #1

1. 3) Certain trips may be authorized for an extended time when the distance traveled requires additional time, such as international travel, and when the trip involves a rigorous academic experience, as long as the following conditions are met:

a. Reasonable accommodations have been made to minimize the impact on students remaining on campus

b. Use of staff not usually assigned to the students traveling should take into consideration the needs of the students who remain at the school and the operations of the school, generally.

c. The plans made to minimize impacts have been approved by the school principal and the principal's supervisor.

d. If these conditions are met, the standard allowable travel time shall be ~~5~~ 10 school days, with an allowance for two (2) additional days for trips that require over 10 hours of travel. ~~although the Superintendent may approve longer durations when necessary to fulfill the educational purposes of an overseas trip.~~

Amendment #2 for Board Consideration to Policy 6.50.010-P, Field Trips, Foreign Travel, and Other Off-Campus Activities

Amendment #2

1. 3) Certain trips may be authorized for an extended time when the distance traveled requires additional time, such as international travel, and when the trip involves a rigorous academic experience, as long as the following conditions are met:

a. Reasonable accommodations have been made to minimize the impact on students remaining on campus

b. Use of staff not usually assigned to the students traveling should take into consideration the needs of the students who remain at the school and the operations of the school, generally.

c. The plans made to minimize impacts have been approved by the school principal and the principal's supervisor, and the superintendent has recommended approval to the board."

August 26, 2024

To: PPS School Board
From: Representatives of the Asian DLI parent groups
Re: PPS Field Trip Policy 6.50.010 Staff Report

Dear PPS School Board Members,

We appreciate that the District recognizes the value of programs like the DLI Research Residencies (RRs) and other place-based learning experiences. We are proud to be part of a school district that promotes bilingual and bicultural education and acknowledges the impact dual-language immersion programs have on overall student success and achievement. However, we find that the Staff Recommendations misinterpreted or misconstrued a number of points specific to the Asian language Research Residencies, which we have addressed below.

ANALYSIS OF SITUATION

School Environment/Non-traveling Students

Currently, only DLI program teachers travel, which limits the effect that their absence has on non-traveling students. While it is true that substitutes do not always have the language credentials to teach the target language, DLI program teachers plan for this well in advance. For example, teachers may assign independent work that allows non-traveling students to keep up with the academic benchmarks set for their level and traveling DLI teachers keep in regular contact with non-traveling students via email during the research residency. DLI parent organizations often arrange for native language parent and community volunteers to assist, which allows parents, caregivers, and other community members the opportunity to contribute meaningfully to the programs and connect with the schools. Lesson plans are arranged and communicated with substitute teachers ahead of time.

Similarly, traveling school administrators hardly leave their schools untended. In addition to competent, capable assistant administrators and substitutes, traveling administrators are able to address most student and staff concerns virtually, via email, phone, and even video conferencing.

In the event that other DLI programs develop their own research residencies, the policy allows individual school administrators to work with their own faculty teams to tailor those programs to meet the goals of the District and their schools. (See also: the Oregon Research Residency piloted by Mt. Tabor Middle School in the spring of 2024.)

Traveling Students

Students traveling on DLI RRs recognize that it is their responsibility to keep up with missed classroom assignments and units and in past years students and parents in the VDLI and JDLI have signed and sometimes even notarized an agreement to that effect. Continued academic

performance in all other classes is an explicit prerequisite for participation in the DLI Research Residencies.

The staff recommendation letter states:

With respect to changes to the policy, much of the discussion on traveling for off-campus learning has centered on a few of the twelve DLI programs (Japanese, Mandarin and Vietnamese at the middle school level); it did not address other grade levels or Russian or Spanish programs. The policy applies to all off-campus learning and other international travel and field trips.

The proposed policy language is tailored specifically to apply not to “all off-campus learning,” but rather:

Certain trips may be authorized for an extended time when the distance traveled requires additional time, such as international travel, and when the trip involves a rigorous academic experience...

In addition, the policy requires that:

The plans made to minimize impacts have been approved by the school principal and the principal's supervisor.

There is considerable opportunity for school administrators, who understand the student body and school climate, to work with teachers to ensure that the substitute plans have minimum adverse effect on non-traveling students. In fact, this has been the practice since the inception of the Research Residencies.

While other language programs do not currently incorporate Research Residencies into their curriculum, it is our desire and aspiration to serve as a model for other DLI programs in the future.

Regarding spring 2024 travel:

The trip leaders used natural breaks in the school calendar (planning days, spring break, etc.) to extend the trip thereby minimizing the adverse impact on the students' education across the span of their enrolled courses. Both the MDLI and VDLI programs were also able to meet the policy guidelines this year. [...] Only the JDLI trip operated outside of policy expectations and the 5-day threshold.

While it is true that the MDLI agreed to use spring break to supplement their RR in 2024, the trip directors also made it clear that this was not a sustainable solution for teachers or students. It is unreasonable to require teachers to annually utilize Spring Break to deliver core curriculum over very long work days. Additionally, the MDLI travel created undue hardship for their partner school as it was during the time the partner school students were preparing for their high school

entrance exams. The partner school in Taiwan has made it clear they are not likely to be able to host students on that same timeline again.

Both the VDLI and the JDLI traveled over Memorial Day weekend, which greatly impacted both the cost of flights (see below under “Fiscal Impact”) as well as the ability of students to recover from jet lag, participate fully in classes upon their return, and complete their capstone research projects before the end of the school year. Travel is only one piece of the year-long capstone project that incorporates primary research, statistical analysis, and presentation of findings in English and the target language. Once students return, they must compile and analyze data collected in the target language before preparing presentation materials and videos in English and the target language for the capstone presentation, a process that typically requires at least five weeks to complete. Traveling over Memorial Day left students with only one week to complete this in-depth work.

Finally, it is important to note that while the trip directors make every effort to take advantage of planned school closure days in order to minimize the RR’s impact on the school, these planned closures do not always match the schedules of our international partner schools, who are key to the depth and quality of the Research Residencies.

FISCAL IMPACT

The Staff Recommendation letter states:

The cost of the trip and how it is funded varies by school and program. The overall cost to the District inevitably increases as the trip length extends. The most recent JDLI trip, for instance, cost over \$300,000.

We find this analysis to be, at best, misleading, and at worst, patently false. While the assessment of the costs is fundamentally correct, the District fails to recognize in this document that **costs related to the DLI Research Residencies are not covered by the District or by any individual school**. The fees for substitute teachers and administrators as listed in the Staff Recommendations are billed to back to the parent organizations, which pay those salaries from money collected from:

- Trip fees (paid by the families of traveling students)
- Fundraising activities organized by parent organizations and volunteers
- Grants and other donations from external organizations

The fiscal impact of these programs on the District, in other words, is negligible, if it exists at all.

In addition, parent organizations raise money to ensure that no student who wishes to participate in a DLI RR is excluded based on financial need. This has led to 96-100% participation every year (1-2 8th grade students per class choose not to travel). Students who choose not to participate generally do so because of family obligations or other personal reasons.

We would like to note that the bulk of the costs related to these exchanges is airfare. The 2024 trips were *severely* impacted by limited ticket availability over the allowed travel dates. Traveling over US holidays (such as spring break or Memorial Day) and local holidays (such as Golden Week in Japan) significantly increases costs to families and exacerbates fundraising needs to ensure equitable student participation.

Example: 2024 Japan Research Residency

| | | |
|--|-----------------------------|-------------------------|
| Dates coordinated with partner schools in Japan: | Suggested compromise dates: | Actual travel dates: |
| April 14-27, 2024 | May 9-20, 2024 | May 17-27, 2024 |
| Airfare: \$1,912 | Airfare: \$2,109 | Actual Airfare: \$2,598 |
| School Days Missed: 10 | School Days Missed: 8 | School Days Missed: 6 |

Increase in cost to families: \$686 per student

It should be noted that returning on Memorial Day (May 27) not only increased the cost of airfare, but forced the students back into school (unless they called out sick) with no recovery from 24 hours of travel or adjustment for the 16-hour time difference. In addition, in-country travel costs (train, busses, etc.) and hotel costs increased due to the timing and lack of planning time.

CONNECTION TO BOARD GOALS

Board goals are incrementally implicated if students are traveling for ten school days, specifically as it relates to eighth-grade math and reading goals. A number of courses are not explicitly incorporated into the interdisciplinary DLI off-campus learning unit, which may mean students miss explicit math and reading instruction and compromise the continuity curriculum for up to two weeks (10 school days, as proposed).

DLI students complete a capstone project that is designed specifically to incorporate grade-level analytical math and reading skills in addition to the language and social studies components inherent in the immersion curriculum. DLI teachers work with core subject teachers to ensure that learning goals are met and that DLI and non-DLI students alike have comparable academic experiences by aligning their curricula. PPS administration has not presented any data - to the best of our knowledge - that demonstrates any learning loss or missed concepts in either math or reading due to traveling off-campus. To our knowledge, no Math or English instructor has noted reduced achievement on standardized testing or in grading for these students between their 7th grade performance and performance during their 8th grade year when they participate in the DLI Research Residencies.

Additionally, PPS states on its own website:

The district's growing Dual Language Immersion program is closing the racial educational achievement gap and improving reading achievement in native and non-native speakers alike, according to a 2015 national study.
(<https://www.pps.net/domain/265>)

And:

Even though DLI students spend half their academic day on English they tend to outperform their non-immersion on academic achievement tests in English
(Turnbull, Hart & Lapkin 2000). (<https://www.pps.net/Page/885>)

It is our opinion and experience that the DLI Research Residencies, when given adequate time for effective teaching and learning, overwhelmingly contribute to the overall academic success of our students.

STAFF RECOMMENDATION

Ten-day absences are not recoverable by all traveling students in all classes. In addition, the impact on the school environment of absent students, absent teachers, and absent administrators is also too significant for 10 consecutive days. As an alternative to the proposed amendment, staff recommends Board Policy 6.50.010-P keep the 5-school day threshold intact, with an allowance for 2 additional days for trips that require over 10 hours of travel.

There is currently no PPS data - again, to the best of our knowledge - that supports the staff's statement, despite a 20+ year history of successful DLI Research Residencies. Anecdotal evidence from non-traveling teachers in core subjects at multiple DLI schools suggests that the academic and environmental impact on traveling and non-traveling students alike is minimal, and in some cases, the temporarily smaller class sizes provide some benefits to non-traveling teachers and students, while traveling students show little to no learning loss from their absence from their home campuses.

In fact, data suggests that the benefits outweigh the drawbacks. According to Penn State University professor Celeste Kinginger: "While 10 days (17 with weekends, etc.) may not seem like much in total, twice the exposure time (and proportionally more time recovered from jet lag, etc.) has benefits that could impact long term commitment to language study as a result of social integration with local communities."

This is spelled out in a recent co-authored publication (Zhuang & Kinginger, 2024) that describes a large follow-on research project of US-based study abroad alumni, using a nationwide survey (approximately 4900 respondents) and 54 life history interviews. The study finds that longer-duration study abroad stays leads to more social integration/friendship development, which in turn leads to improved long-term language learning outcomes.

It is our contention that the staff recommendation does not satisfy the concerns that the policy change proposal was designed in part to address, namely, that more time is needed for students to reap the full benefits from an academically rigorous language and cultural immersion program and achieve the stated fluency goals of the DLI programs. It curtails the ability to provide a productive cultural exchange with host families and schools, which is a priority for our international partners.

DLI PROGRAM RECOMMENDATION

The PPS Policy Committee and the Asian DLI faculty, trip directors, and parent groups have worked closely together for several months to develop a new policy for international research residencies and other academically rigorous travel programs that will satisfy the District's academic and fiscal goals as well as the goals of our nationally-recognized Asian language immersion programs. Indeed, we hope that similar opportunities - whether international or domestic - will eventually be extended to all 8th graders in the District. We respectfully request that the School Board honor that work and the good intentions of the committee and implement the policy as drafted by the committee.

Sincerely,

Christine Hanolsy, Vice President, Oya No Kai (JDLI)

Maya Mori, Co-President, Oya No Kai (JDLI)

Kelli George, Chair, Shu Ren of Portland (Harrison Park MDLI)

Letha Tawney, Chair, Jin Ren of Portland (Albina MDLI)

James Luu, Trustee, Research Vietnam (VDLI)

Public Comment on Draft Policies

Please provide your comments on policies currently proposed for revisions or rescissions, or new policies. Policies are open for public comment for a minimum of 21 days between the First Reading and the Second Reading, when a adopt the policy.

Policy you are providing comment on *

Field Trips, Foreign Travel, and Other Off-Campus Activities 6.50.010-P ▼

Do you provide permission to post your comments on the PPS website? *

- Yes, with name
- Yes, without name
- No. Share only with Board and District staff

Name *

James Luu

Email *

[REDACTED]

Your School Community *

Vietnamese Dual Language Immersion at McDaniel High School and Rose City Park Elementary School

Please provide your comments below *

Dear PPS Policy Committee,

Dual Language Immersion Research Residencies have long been a “capstone” experience for these programs for several decades within PPS. The Vietnamese Dual Language Immersion program recently conducted its first ever research residency to Vietnam. In fact, because PPS has the 2nd ever VDLI program in the nation, and because the Seattle-based program has not announced such a trip, this was in fact the first ever VDLI research residency in the entire United States to have ever happened. This was a hallmark moment for Vietnamese-Americans as a racial/ethnic group.

It is through policies such as this that these community changing events can happen. The impact of policies such as this can have profound impacts that are both short-term and most especially long-term in nature. With respect to the many decades of research residencies for the Japanese and Mandarin programs that have been afforded the opportunity to travel for 10 school days away, I want to express my extreme disappointment that the district chose in the 23-24 school year to limit travel days abroad to just 5 days.

The Vietnamese-American community is a relative newcomer to this country (e.g. the fall of Saigon was just 49 years ago) as most if not all of us came as refugees or immigrants suffering under undue economic and social hardship with many facing life-threatening circumstances. To see the vast opportunity given to others in the past via 10-day research residencies only to see that cut in half for our VDLI program on our maiden voyage feels like a repeat of history (i.e. those who say they want to help us in fact actually short-changing us, akin to the US withdrawal from Vietnam). Invoking the district’s own racial equity policy, I question if the district has considered how it treats lower SES Asian communities like the Vietnamese community relative to how it has treated higher SES Asian communities like the Japanese and Chinese community. It is clear to me that the district, rather than digging into the nuances of this, instead lumps us all together by skin tone and calls us “Asian” as a bloc.

I encourage this policy committee to consider how equitable it is to limit the Vietnamese Dual Language Immersion community as we are building out our community and program. Most other DLI programs with a research residency have used it as a goal for students which helped with not only language growth and retention but also as an enrollment tool. I have learned that today’s newest VDLI kindergarten class only had 25 students enrolled. A far cry from the 48 open slots afforded. Why does this district treat the VDLI program as second-class citizens? Why is the district not showcasing this 1st of its kind Vietnamese research residency to help develop our program? Why is the district not throwing its weight behind the opportunity as it has for the JDLI and MDLI programs for decades in the past? This program could be a shining star for the Vietnamese-American community, yet the district seems intent on limiting its potential at every step of the way.

This is not right. It is not equitable. And it is not fair. I urge this committee to please consider adopting the original draft proposal without any further revision limiting the amount of travel days abroad.

In closing, I’d like to reference both Steve Thorne, professor of second language acquisition at Portland State University and Celeste Kinginger, professor of applied linguistics at Penn State University. They are both qualified and credentialed experts in the field of second languages. I’ve spoken with both of them and with respect to the differences between 5 and 10 travel days abroad, they had this to say:

"While 10 days (17 with weekends etc.) may not seem like much in total, twice the exposure time (and proportionally more time recovered from jet lag, etc.) has benefits that could impact long term commitment to language study as a result of social integration with local communities.

As Prof. King noted, the measurable language learning may not appear immediately in linguistic assessments, but social integration with the target language community (home stays, interaction with peers, etc.) is correlated with continued language study and ultimately higher levels of language ability.

So, this is a direct response to answering the School Board question of "what can students develop over 10 days that they can't develop over 5 days?" Answer: more robust social integration and interpersonal relationships of significance, both of which take time, and both of which correlate with continued language study and ultimate attainment.

This is spelled out in a recent co-authored publication (Zhuang & Kinginger, 2024, Long-term language use by US-based study-abroad alumni: Activity types and program effects) that describes a large follow-up research project of US-based study abroad alumni, using a nationwide survey (~4900 respondents) and 54 life history interviews. Equationally: longer duration study abroad stay = more social integration/friendship development = improved long term language learning outcomes."

Sincerely,

James Luu
VDLI Parent
Board Director, Oregon-Vietnam Economic Education and Cultural Association
Trustee of the Research Vietnam organization

This form was created inside of Portland Public Schools.

Google Forms

Core Eighth-Grade Teachers
Harrison Park Middle School
2225 SE 87th Ave.
Portland, OR 97216
August 29, 2024

Portland Public School Board
501 N Dixon St.
Portland, OR 97227

To Whom It May Concern:

The core teachers of Harrison Park Middle School would like to express our full support for the two week trip that the Mandarin Immersion Program has executed in the past. Considering the best educational interest for our MIP students, we hope this experience will be available in the future.

We understand that the Board is concerned about the academic disruption that this trip has on the MIP students. It is our opinion that the benefits of a unique global cultural experience, such as this trip, far outweigh any negative effects. We believe that the experiences our MIP students bring back and share with their peers have a positive impact on our entire student body.

Furthermore, with appropriate advanced notice, we can commit to frontloading instruction so the students will experience minimal disruption to their educational experience in all core classes.

Given ample time to unit-plan, teachers can ensure that the impact of the few missing students will not affect the rest of their peers who will not attend the trip.

Thank you for the opportunity to provide our insight on the matter,



Mikael Benson
8th-Grade Math
Harrison Park Middle School

Amanda Coggins
8th-Grade Language Arts
Harrison Park Middle School

Georgie Steeves
8th-Grade Science
Harrison Park Middle School



Ron Huff
8th-Grade Social Studies
Harrison Park Middle School

Public Comment on Draft Policies

Please provide your comments on policies currently proposed for revisions or rescissions, or new policies. Policies are open for public comment for a minimum of 21 days between the First Reading and the Second Reading, when a adopt the policy.

Policy you are providing comment on *

Field Trips, Foreign Travel, and Other Off-Campus Activities 6.50.010-P ▼

Do you provide permission to post your comments on the PPS website? *

- Yes, with name
- Yes, without name
- No. Share only with Board and District staff

Name *

Valerie Turner

Email *

[REDACTED]

Your School Community *

Mt. Tabor Middle School

Please provide your comments below *

Letter to the PPS School Board for September 10, 2024

Re: Field Trips, Foreign Travel, and Other Off-Campus Activities 6.50.010-P

To the members of the PPS School Board, students, colleagues, staff, and members of our community,

My name is Valerie Turner. I teach English Language Arts and Social Sciences and have been teaching in this district since 2006. I'm honored to be starting my fourth year at Mt. Tabor Middle School, where roughly half of our students are in the Japanese Dual-Language Immersion (JDLI) program, and half are neighborhood students. We also have students in programs such as the Deaf and Hard of Hearing program and the Intensive Skills Classroom.

I am here this evening to describe a unique situation - defending the integrity of me and my non-dual-language-immersion colleagues when our JDLI educators are away from school, traveling with the JDLI students. If you are not aware, 8th grade students in the JDLI program at Mt. Tabor have the tremendous privilege of traveling to Japan. Yes, this is known to JDLI families when their kiddos are enrolled in Japanese Immersion as wee baby kindergarteners. Other DLI programs (such as Vietnamese and Mandarin) also have student travel opportunities, but I am speaking from my own personal perspective as a classroom teacher of the neighborhood students who are "left behind." I fully support 10 days of travel for JDLI colleagues and students, and I have three main reasons why.

One important point to make is that because student travel is a self-funded privilege, there is incredible school and community support and fundraising to make this happen. I'm not sure why the staff report for the proposed policy includes the dollar amount of \$300,000, since the district does not pay that. However, taking 74 students plus teachers and chaperones to Japan - and having to pay for substitutes - costs a lot of money. It was more expensive than usual last year since my colleagues had to wait for approval, and changing their flight reservations within 12 weeks of travel added a significant cost. \$300,000 divided by let's say 84 people comes out to about \$3571 per person. That is not unreasonable for a 7+ day trip to Japan with airfare, lodging, food, excursions, and ground transportation, booked two months before departure.

REASON 1: TEACHING & LEARNING DON'T STOP

First, I'd like to disabuse anyone of the assumption that when half the students are away, instruction and learning stops at school. My colleagues and I work hard to plan ahead for what we teach and when we teach it, so we are able to create a somewhat independent "capsule" of instruction for the roughly 7 or 8 instructional days the JDLI students have been away from Mt. Tabor in the past. Thanks to the pandemic (yes, this is sarcastic, but also serious), my colleagues and I are all highly-skilled at creating online instructional resources. Our district requires us to post lesson materials and resources in Canvas anyway - for any child who might miss school for any reason.

Here is one example of ongoing instruction: The past two years at Mt. Tabor, one of the capsules the English Language Arts team taught included Tribal History/Shared History lessons required by Senate Bill 13. Does that mean students traveling to Japan completely miss those lessons? No, but we set the lessons up to be accessed early and asynchronously. Is it true that some traveling students simply won't get around to completing the capsule lessons? Yes, for a few - but that is their choice, same as always. At Mt. Tabor, we use standards-based grading as well as equitable grading practices, so if a student misses one assessment,

the odds are that same standard will be assessed again before the end of the quarter anyway. High-quality instruction and student learning don't stop for the "left-behind" students or the traveling students.

Another example of our instructional practices: Years ago, the ELA8 and JDLI teams co-created a much-loved year-end project: all 8th grade students learn how to conduct a personal interview with someone from a different generation and/or a different culture. JDLI students often interview someone they meet in Japan, but any student could interview any grandparent, neighbor, friend's mom, or whomever they choose. Several of the required interview questions set kids up nicely to write summative research reports in Quarter 4, as per our district-adopted ELA scope and sequence. More importantly, every student exercises their speaking and listening skills, their note-taking and writing skills, and their evaluation skills - which facts should stay in the final project, and which should be ditched? Final projects could be a formal interview write-up or a slides presentation about their person. Allowing student voice and choice while encouraging students to capture narratives from other people's lives are practices I highly value. Our "Across Cultures - Across Generations" project is a memorable final ELA project for our 8th-graders, and I look forward to it every year.

REASON 2: VALUE LANGUAGE IMMERSION EXPERIENCES

As someone who also speaks another language and had the privilege of language immersion experiences, I can say without a doubt that being surrounded by native speakers of the language you are learning is priceless. There is simply no better way to spark a love for language than to feel yourself successfully using it in real-world settings. Students traveling to Japan don't stop learning when they depart from Mt. Tabor on their Japan Research Residency. They change their learning - and it's authentic, impactful, and deep. Student travel gives our kids the all-too-rare honor of thinking globally. Of course I want that for our kids - for any of my students lucky enough to have the opportunity. One regret I have is that these amazing experiences are not YET available for all of the dual-language immersion programs in PPS. However, education is not a zero-sum game; students who get to travel with DLI groups are not "taking away" education from our neighborhood students. If anything, our neighborhood students get additional teacher time and support, since many of our 8th grade class sizes are smaller when the JDLI students are away. It's a luxury we writing teachers particularly enjoy.

REASON 3: WHY NOT CONSIDER STUDENT TRAVEL AS PART OF A CAPSTONE EXPERIENCE? I know the middle school redesign group recommends an experiential learning experience as a capstone of our students' middle school years. The Japan Research Residency inspired my neighborhood Social Sciences colleagues and I to launch an Oregon Research Residency last year. We took approximately 70 neighborhood students to the Pendleton, Oregon area last spring. This trip was self-funded and we were able to provide full or partial scholarships for about 15 students. We spent time learning from members of the Confederated Tribes of the Umatilla Indian Reservation, visiting the Tamástsiikt Cultural Center, touring the grounds of the Pendleton Round-Up and the Whitman Mission in Walla Walla, and much more. Our students experienced Oregon's history, cultures, and present resiliency in real life. Out-of-school, experiential learning is the type of learning that makes memories. I am certain that in 10 years, my students will remember details of their Oregon Research Residency experience better than facts about westward expansion from a curriculum app.

ACKNOWLEDGEMENTS

Finally, I want to acknowledge the massive amount of work that goes on behind the scenes to make sure the Japan Research Residency can happen. Our Mt. Tabor Principal and Assistant Principal ensure that standards-based instruction continues for all students - whether they are in Japan or at Mt. Tabor. The amount of forms and paperwork they managed was astounding. Please recognize the time my "left-behind" colleagues and I spent in teams, making sure standards were aligned, the timing worked, and assessments were authentic before our JDLI students departed.

A FINAL REASON... believe educators. Please SUPPORT student language immersion experiences. Please honor my JDLI colleagues - and all DLI educators in this district - who work tirelessly to advocate for authentic language learning. They are the ones creating a path towards global citizenship for our kids. Listen to the JDLI educators who say that 10 days, not 7, are needed for travel more than 10 times zones away. Know that whether students are traveling or not, learning never stops in our schools.

Thank you for your time.

Sincerely,

Valerie Turner and the following "neighborhood" colleagues at Mt. Tabor Middle School:

Adrian Ackerman-Harvie, Spanish / ELD teacher

Katrina Arras, 7th Science & Computer Science Teacher

Rebecca M. Darling-Budner, Health Teacher

Alex Dawson, Longtime neighborhood social studies & PE teacher

Heather Dulin, Grade 6 ELA, Drama, AVID and Technology

Anna Durocher, Middle School Science Teacher

Alison Ellsworth, Math Teacher

Marissa Goff, Speech-Language Pathologist

Dawn Gordon, Social Sciences

Gina Gray, 6th Grade Language Arts, 7th Grade Math, 8th Grade WEB Coordinator

Emory Oeding, School Counselor

Kirk Ordway, Science Teacher

Molly Renauer, Art Teacher

Dena Sorensen, SPED Teacher

Jacob Soto, Band grades 6-8

RaeAnn Suckow, School Based Instructional Coach

Kathleen Sullivan, MTMS Mathematics

Michael Valenti, Science Teacher

Joe Walker, English Language Arts

Emily Willis, English Language Arts

This form was created inside of Portland Public Schools.

Google Forms

Core Eighth-Grade Teachers
Harriet Tubman Middle School
2231 N Flint Ave,
Portland, OR 97227
September 3rd, 2024

Portland Public School Board
501 N Dixon St.
Portland, OR 97227

To Whom It May Concern:

The core teachers of Harriet Tubman Middle School would like to express our full support for the two-week trip that the Mandarin Immersion Program has participated in the past. We believe this is a fantastic opportunity and the best education experience for our MiP students. We hope this experience will continue to be available in the future.

We have come to understand that the Board is concerned about this trip's academic disruption on MiP students and the students who remain at school. It is our opinion that the benefits of this once-in-a-lifetime and unique global cultural experience far outweigh any potential negative effects. The experiences our MiP students bring back and share with their peers positively impact our entire community.

Moreover, with sufficient notice, we can ensure that the student's educational experience in all core classes will be minimally disrupted. By frontloading instruction and unit planning, we can mitigate the impact of the few missing students on their peers who will not attend the trip, thereby maintaining the continuity of learning for all students. Thank you for the opportunity to provide our insight on the matter,

Candice Trent
8th Grade Science

Kira Jones
8th Grade Math

Rockelle Pluymers
8th Grade ELA

Arturo Estrella
8th Social Sciences

Summer Programs 2024

September 10, 2024



PORTLAND

Public Schools

| Program | Target Population (Grades) | Participating Students |
|--|--|------------------------|
| Early Kindergarten Transition | Prioritized focal students & families (incoming K) | 250 |
| Indian Education Summer Program | Indian Education students (1st-8th) | 23 |
| LEAP into 9th Grade | Prioritized focal students (incoming 9th) | 271 |
| Migrant Education Summer Program | Migrant Education students & families (PK-8th) | 65 |
| PPS Rising Educators/Summerworks Interns | BIPOC PPS Future Educators (11-12) | 25 |
| Learn & Earn | Multilingual learners (9th-12th) | 40 |
| Special Education Extended School Year | Qualifying students with IEPs (K-12th) | 117 |
| Summer Scholars | Credit recovery (9-12) | 1,546 |
| Summer Acceleration Academy | Prioritized students (K-5) | 2,102 |

SAA 2024: Excellence in Summer Learning Award Finalist!

The New York Life Foundation Excellence in Summer Learning Award and NSLA Founder's Award recognize **outstanding summer programs** that demonstrate **excellence in accelerating academic achievement** and promoting **healthy development** for low-income children and youth between pre-kindergarten and twelfth grade.

Since 2005, the Excellence in Summer Learning Award program has been a critical strategy of the National Summer Learning Association (NSLA) to support the growth and visibility of high-quality summer learning programs.

PPS SAA named one of 6 national finalists!!
Award to be announced this month!



SAA 2024: Mission, Vision, and Audacious Goal



Mission

PPS Summer Acceleration Academy will provide students with a successful onramp to the school year by engaging them in joyful learning opportunities that leverage their interests and strengths to address unfinished grade-level learning, prioritizing students who identify as members of persistently underserved racial and ethnic groups in service of disrupting the predictability of outcomes based on race.



Vision

All students who participate in Summer Acceleration Academy will start the school year confident in their ability to successfully engage in grade-level content, employ student strengths and agency as learners, and with a strong sense of self, community, and belonging.



Audacious Goal

Students who participate in Summer Acceleration Academy will experience knowledge building, skill development, and enriching and transformative experiences that will accelerate their growth in literacy and propel them toward achieving grade level proficiency as measured by district-adopted assessments in the following school year.

Summer Acceleration Academy (SAA) 2024: Program Overview

- **Serving ~2200 K-5 Students at 11 Sites**
 - Students who need support in literacy based on district-adopted assessments
 - Prioritized enrollment for historically underserved students
 - Embedded DLI & ELD Programs
 - Early Kindergarten Transition (EKT) Program in partnership with SUN
- **Transportation & Meals Provided**
- **Afternoon Enrichment** activities & provided by partner organizations to increase access for working families.
- **22 Days of Instruction, Daily:**
 - 90 minutes of Core-Aligned Literacy
 - 60 minutes of Math
 - 60 minutes of Science/Technology
 - 60 minutes SUNBlock Enrichment
 - 30 minute lunch
- **Reading Support Team** (Reading Specialist, Special Educator, EAs, and **PPS Rising Educators**) provided targeted, small group literacy instruction for all students
- **SUN Block** 60 minute collaboration with SUN partners provided enrichment during the day for all students

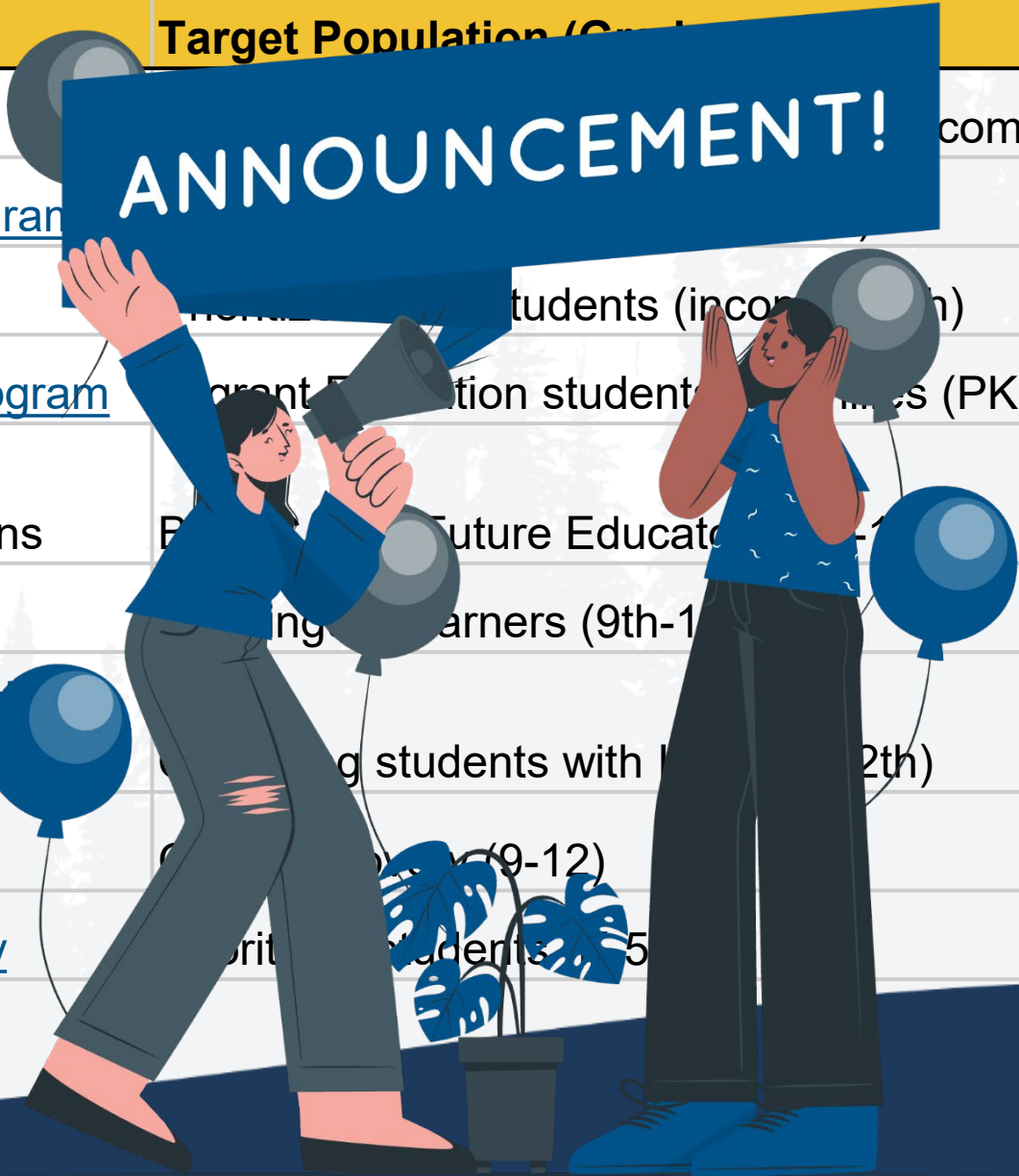
Summer Programs 2024

September 10, 2024



PORTLAND

Public Schools



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| PPS Rising Educators/Summerworks Interns | Future Educators (1-2) | 25 |
| Learn & Earn | Learning Earners (9th-12) | 40 |
| Special Education Extended School Year | Special Education students with IEPs (PK-2th) | 117 |
| Summer Scholars | Scholarship students (9-12) | 1,102 |
| Summer Acceleration Academy | Gifted students (5-8) | 2,102 |

SAA 2024: Excellence in Summer Learning Award Winner!

The New York Life Foundation Excellence in Summer Learning Award and NSLA Founder's Award recognize **outstanding summer programs** that demonstrate **excellence in accelerating academic achievement** and promoting **healthy development** for low-income children and youth between pre-kindergarten and twelfth grade.

Since 2005, the Excellence in Summer Learning Award program has been a critical strategy of the National Summer Learning Association (NSLA) to support the growth and visibility of high-quality summer learning programs.



SAA 2024: Mission, Vision, and Audacious Goal



Mission



Vision



Audacious Goal

PPS Summer Acceleration Academy will provide students with a successful onramp to the school year by engaging them in joyful learning opportunities that leverage their interests and strengths to address unfinished grade-level learning, prioritizing students who identify as members of persistently underserved racial and ethnic groups in service of disrupting the predictability of outcomes based on race.

All students who participate in Summer Acceleration Academy will start the school year confident in their ability to successfully engage in grade-level content, employ student strengths and agency as learners, and with a strong sense of self, community, and belonging.

Students who participate in Summer Acceleration Academy will experience knowledge building, skill development, and enriching and transformative experiences that will accelerate their growth in literacy and propel them toward achieving grade level proficiency as measured by district-adopted assessments in the following school year.

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 - 30 minute lunch
- **Reading Support Team** (Reading Specialist, Special Educator, EAs, and ***PPS Rising Educators***) provided targeted, small group literacy instruction for all students
- **SUN Block** 60 minute collaboration with SUN partners provided enrichment during the day for all students



RESOLUTION No. 6958

Expenditure Contracts that Exceed \$150,000 for Delegation of Authority

RECITAL

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) enter into contracts and approve payment for products, materials, supplies, capital outlay, equipment, and services whenever the total amount exceeds \$150,000 per contract, excepting settlement or real property agreements. Contracts meeting this criterion are listed below.

RESOLUTION

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

NEW CONTRACTS

| Contractor | Contract Term | Contract Type | Description of Services | Contract Amount | Responsible Admin, Funding Source | Certified Business |
|--|-------------------------|-------------------------------|--|-----------------|--|--------------------|
| Serendipity Center | 9/11/25 through 6/30/25 | Personal Services PS 95536 | Provide educational services to PPS students as required in their IEPs. Direct Negotiation – Therapeutic Placement PPS-46-0525(12) | \$850,000 | J. Buno Fund 101 Dept. 5414 | No |
| Point Monitor Corporation | 9/11/24 through 9/11/25 | Construction C 95532 | Security Upgrades – Phase 2B Invitation to Bid-Construction ITB-C 2024-031 | \$1,303,382 | D. Jung Fund 459 Dept. 5511 Project DS019 | No |
| Rosemary Anderson High School | 9/11/24 through 8/31/25 | Personal Services PS 95545 | Outlines grant funds available for contracted alternative education program. Request for Proposals RFP 2020-2894 | \$676,215 | J. Franco Funding Source Varies | N/A - Nonprofit |
| Mt. Scott Park Center for Learning Inc. | 9/11/24 through 8/31/25 | Personal Services PS 95547 | Outlines grant funds available for contracted alternative education program. Request for Proposals RFP 2020-2894 | \$259,811 | J. Franco Funding Source Varies | N/A - Nonprofit |
| Native American Youth & Family Center (NAYA) | 9/11/24 through 8/31/25 | Personal Services PS 95557 | Outlines grant funds available for contracted alternative education program. Request for Proposals RFP 2020-2894 | \$150,166 | J. Franco Funding Source Varies | N/A – Nonprofit |
| Blazerworks, LLC | 9/11/24 through 6/11/25 | Personal Services PS 95585 | Provide Speech Language Pathologists to work with PPS SPED students. Direct Negotiation – Unique Knowledge and/or Expertise PPS-46-0525(4) | \$418,200 | J. Buno Fund 101 Dept. 5414 | No |

*A Certified Business is a for-profit business certified as a Minority-Owned Businesses (MBE), Women-Owned Businesses (WBE), Emerging Small Businesses (ESB), and/or Service-Disabled Veteran Businesses (SDV) by the State of Oregon Certification Office for Business Inclusion and Diversity.

NEW COOPERATIVE PURCHASING AGREEMENTS

No New Cooperative Purchasing Agreements

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

| Contractor | Contract Term | Contract Type | Description of Services | Contract Amount | Responsible Administrator, Funding Source |
|--------------------------------------|-------------------------|--|---|------------------------|--|
| Portland Public Schools | 7/1/24 through 6/30/25 | Intergovernmental Agreement IGA 95471 | Columbia Regional Inclusive Services will partner with PPS to deliver regional services to eligible individuals with Autism Spectrum Disorder. | \$1,125,000 | J. Buno Fund 205 Dept. 5430 Grant G2308 |
| Lake Oswego School District | 7/1/24 through 6/30/25 | Intergovernmental Agreement IGA 95535 | Columbia Regional Inclusive Services will partner with LOSD to deliver regional services to eligible individuals with Autism Spectrum Disorder. | \$185,000 | J. Buno Fund 205 Dept. 5430 Grant G2308 |
| Multnomah Education Service District | 9/11/24 through 8/31/25 | Intergovernmental Agreement IGA 95548 | Outlines grant funds available to contracted alternative education program. | \$150,989 | J. Franco Funding Source Varies |

AMENDMENTS TO EXISTING CONTRACTS

| Contractor | Amendment Term | Contract Type | Description of Services | Amendment Amount; New Contract Amount | Responsible Administrator, Funding Source | Certified Business |
|---------------------------|-------------------------|---|--|--|--|---------------------------|
| Portland State University | 7/1/24 through 6/30/25 | Intergovernmental Agreement IGA 94431 Amendment 2 | Participation in the Racial Equity Centered Pipeline Initiative. Year 4 goals include continued clinical coaching, equity audit, affinity space support, and faculty collaboration. | \$300,000 \$878,273 | K. Howard Fund 299 Dept. 5449 Grant S0455 | N/A |
| Imagine Learning | 9/15/24 through 9/14/27 | Digital Resource DR 90657 Amendment 1 | Purchase of Spanish Dual immersion curriculum and professional development. This amendment extends the purchase of licenses through 2027. Special Class Procurement – Copyrighted Materials & Creative Works PPS-47-0288(4) | \$347,625 \$654,825 | K. Howard Fund 459 Dept. 5445 Project DC160 | No |

RESOLUTION No. 6959

Revenue Contracts that Exceed \$150,000 for Delegation of Authority

RECITAL

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) enter into contracts, except as otherwise expressly authorized. Contracts exceeding \$150,000 per contractor are listed below.

RESOLUTION

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

NEW REVENUE CONTRACTS

No new Revenue Contracts

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

| Contractor | Contract Term | Contract Type | Description of Services | Contract Amount | Responsible Admin, Funding Source |
|--|-------------------------|---|---|------------------------|--|
| Centennial School District | 8/21/24 through 6/30/25 | Intergovernmental Agreement/Revenue IGA/R 95469 | Columbia Regional Inclusive Services will provide services for Deaf and Hard of Hearing children. | \$265,850 | J. Buno |
| Centers for Disease Control & Prevention | 8/1/24 through 7/31/25 | Intergovernmental Agreement/Revenue IGA/R 95479 | Schools Advancing Youth Wellness grant. | \$425,000 | J. Buno |

AMENDMENTS TO EXISTING CONTRACTS

| Contractor | Amendment Term | Contract Type | Description of Services | Amendment Amount; New Contract Amount | Responsible Admin, Funding Source |
|-------------------|------------------------|---|---|--|--|
| State of Oregon | 7/1/24 through 6/30/25 | Intergovernmental Agreement/Revenue IGA/R 94452 Amendment 1 | Early Indicator and Intervention System grant. This amendment extends the grant for one additional year. | \$125,173 \$254,858 | R. Adams |

RESOLUTION No. 6960

Adoption of the Index to the Minutes

The Following Index to the Minutes are offered for Adoption:

- August 16, 2024 – Special Meeting
- August 20, 2021 – Special Meeting



Index to the Minutes

(Draft for Approval)

Special Meeting

August 16, 2024

This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at <https://youtube.com/live/8cdDTkpNsSo?feature=share>

This meeting was held at the Dr. Matthew Prophet Education Center (Prophet Center) located at 501 N Dixon St. Portland, OR 97217 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

Board Member Attendance

Present: Chair Eddie Wang; Vice-Chair Michelle DePass; Directors Julia Brim-Edwards, Herman Greene, Gary Hollands, Andrew Scott, Patte Sullivan, and Eddie Wang; Superintendent Dr. Kimberlee Armstrong

Absent: Student Representative JJ Kunsevi

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RESOLUTIONS

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|------------|--|-------------|
| 6931 | Dismissal of a Contract Educator | 03 |

Agenda

Time Started Agenda Title

10:03 am Called to Order

10:04 am Dismissal of a Contract Educator (Resolution 6931)

10:06 am Adjourned

Action Items

- **Resolution 6931: Dismissal of a Contract Educator**

Director DePass moved and Director DePass seconded the motion to approve Resolution Number 9631. The motion was put to a voice vote and passed (6 yes – 1 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Yes, Director Andrew Scott: Yes, Director Patte Sullivan: No, Director Eddie Wang: Yes, Student Representative Silverstein: Yes (Unofficial)

RESOLUTION No. 6931

Dismissal of a Contract Educator

RECITALS

The Board has reviewed the evidence submitted along with the Superintendent's recommendation for the dismissal of a contract educator.

RESOLUTION

The Board of Education affirms the Superintendent's recommendation to dismiss the contract teacher from employment with PPS. The District will notify the employee in writing of the Board's decision.



Index to the Minutes

(Draft for Approval)

Special Meeting

August 20, 2024

This document is a record of the actions taken by the Board of Education. In accordance with ORS 192.650, the District's official School Board Meeting Minutes are maintained via video recording and may be viewed at <https://youtu.be/NXkg7RnPGyc>

This meeting was held at the Dr. Matthew Prophet Education Center (Prophet Center) located at 501 N Dixon St. Portland, OR 97217 and streamed live at: <https://www.youtube.com/@ppsboardofeducation/live>

Board Member Attendance

Present: Chair Eddie Wang; Vice-Chair Michelle DePass; Directors Julia Brim-Edwards, Andrew Scott, and Patte Sullivan; Student Representative JJ Kunsevi

Absent: Director Gary Hollands

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| Public Comment | 02 |
| Statements for the Record | NA |
| Actions Taken | 02 |

Resolutions Adopted

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| 6951 | Adoption of the Index to the Minutes | 03 |
| 6952 | Expenditure Contract | 04 |
| 6953 | Revenue Contracts | 06 |
| 6954 | Expenditure Contract | 07 |
| 6955 | Expenditure Contract | 08 |
| 6956 | Resolution Supporting Student Mental Health and Learning | 09 |

Agenda

| Time Started | Agenda Title |
|--------------|--------------|
|--------------|--------------|

| | |
|---------|--|
| 6:01 pm | Opening |
| 6:02 pm | Consent Agenda - Resolutions 6951 through 6953 |
| 6:05 pm | Expenditure Contract (Resolution 6954) |
| 6:10 pm | Expenditure Contract (Resolution 6955) |
| 6:18 pm | Resolution Supporting Student Mental Health and Learning (Resolution 6956) |
| 6:30 pm | Adjourn |

Student and Public Comment

None

Action Items

- **Consent Agenda – Resolutions 6951 through 6953**

Director Brim-Edwards moved and Director Herman Greene seconded the motion to approve the Consent Agenda, including Resolutions 6951 through 6953. The motion was put to a voice vote and passed (6 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Absent, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Kunsevi: Absent

- **Resolution 6954 – Expenditure Contract that Exceeds Delegation of Authority**

Director Herman Greene moved and Director Michelle DePass seconded the motion to approve Resolution 6954. The motion was put to a voice vote and passed (4 yes – 0 no – 2 abstain).

Director Julia Brim-Edwards: Abstain, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Absent, Director Andrew Scott: Abstain, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Kunsevi: Absent

- **Resolution 6955 – Expenditure Contract that Exceeds Delegation of Authority**

Director Herman Greene moved and Director Julia Brim-Edwards seconded the motion to approve Resolution 6955. The motion was put to a voice vote and passed (6 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Absent, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Kunsevi: Absent

- **Resolution 6956 – Resolution Supporting Student Mental Health and Learning**

Director Brim-Edwards moved and Director DePass seconded the motion to approve Resolution 6956. The motion was put to a voice vote and passed (6 yes – 0 no).

Director Julia Brim-Edwards: Yes, Director Michelle DePass: Yes, Director Herman Greene: Yes, Director Gary Hollands: Absent, Director Andrew Scott: Yes, Director Patte Sullivan: Yes, Director Eddie Wang: Yes, Student Representative Kunsevi: Absent

RESOLUTION No. 6951

Adoption of the Index to the Minutes

The Following Index to the Minutes are offered for Adoption:

- August 06, 2024 – Regular Meeting

RESOLUTION No. 6952

Expenditure Contracts that Exceed \$150,000 for Delegation of Authority

RECITAL

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) enter into contracts and approve payment for products, materials, supplies, capital outlay, equipment, and services whenever the total amount exceeds \$150,000 per contract, excepting settlement or real property agreements. Contracts meeting this criterion are listed below.

RESOLUTION

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

NEW CONTRACTS

| Contractor | Contract Term | Contract Type | Description of Services | Contract Amount | Responsible Admin, Funding Source | Certified Business |
|-------------------------------|-------------------------|-------------------------------|---|------------------------|--|---------------------------|
| Sather Byerly & Holloway LLP | 9/1/24 through 8/31/26 | Legal Services LS 95441 | Provide workers compensation and OSHA related legal services. | \$375,000 | L. Large Fund 601 Dept. 5540 | No |
| Lewis & Clark College | 8/21/24 through 6/30/25 | Personal Services PS 95438 | Participation in the Racial Equity Centered Pipeline Initiative. Year 4 goals include clinical coaching, equity audits, and leadership preparation. Direct Negotiation – Non-District Funding Source PPS-46-0525(6) | \$300,000 | J. Buno Fund 299 Dept. 5449 Grant S0455 | No |
| Schetky Northwest Sales, Inc. | 8/21/24 | Purchase Order PO 169850 | Purchase of three electric school buses. Request for Proposals 2024-029 | \$897,608 | D. Jung Fund 299 Dept. 5560 Grant S0416 | No |

*A Certified Business is a for-profit business certified as a Minority-Owned Businesses (MBE), Women-Owned Businesses (WBE), Emerging Small Businesses (ESB), and/or Service-Disabled Veteran Businesses (SDV) by the State of Oregon Certification Office for Business Inclusion and Diversity.

NEW COOPERATIVE PURCHASING AGREEMENTS

No New Cooperative Purchasing Agreements

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

| Contractor | Contract Term | Contract Type | Description of Services | Contract Amount | Responsible Administrator, Funding Source |
|---------------------------------------|------------------------|--|---|------------------------|--|
| West Linn-Wilsonville School District | 7/1/24 through 6/30/25 | Intergovernmental Agreement IGA 95424 | Regional services to eligible individuals with Autism Spectrum Disorder. | \$181,000 | J. Buno Fund 205 Dept. 5433 Grant G2308 |
| Portland State University | 7/1/24 through 6/30/25 | Intergovernmental Agreement IGA 95439 | Provide college-level coursework for seniors at students at Jefferson, McDaniel, and Roosevelt. | \$295,690 | J. Buno Fund 101, 205 Dept 5438 Grant G2358 |

AMENDMENTS TO EXISTING CONTRACTS

| Contractor | Amendment Term | Contract Type | Description of Services | Amendment Amount, Contract Amount | Responsible Administrator, Funding Source | Certified Business |
|-----------------------|--------------------------|--|---|--|---|--------------------|
| BORA Architects, Inc. | 8/21/24 through 12/31/25 | Architecture ARCH 94130 Amendment 4 | Addition of Phase 2 Schematic Design and Design Development services for Ida B Wells High School Modernization. Request for Proposals 2023-037 | \$8,943,264 \$10,116,305 Estimated total through entire project: \$25,500,000 | D. Jung Fund 459 Dept 5511 | No |
| K12 Insight | 8/21/24 through 8/31/25 | Cooperative Contract COA 93984 Amendment 1 | Use of "Let's Talk", a cloud-based communications solution. This amendment adds another year to the agreement. | \$137,200 \$274,400 | J. Buno Funding Source Varies | No |

RESOLUTION No. 6953

Revenue Contracts that Exceed \$150,000 for Delegation of Authority

RECITAL

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) enter into contracts, except as otherwise expressly authorized. Contracts exceeding \$150,000 per contractor are listed below.

RESOLUTION

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

NEW REVENUE CONTRACTS

No new Revenue Contracts

NEW INTERGOVERNMENTAL AGREEMENTS (“IGAs”)

| Contractor | Contract Term | Contract Type | Description of Services | Contract Amount | Responsible Admin, Funding Source |
|-------------------|-------------------------|---|--|------------------------|--|
| State of Oregon | 7/25/24 through 4/13/28 | Intergovernmental Agreement/Revenue IGA/R 95432 | Oregon Emergency Management passthrough reimbursements related to January 2024 storm damage. | \$1,037,000 | M. Leigh |

AMENDMENTS TO EXISTING CONTRACTS

| Contractor | Contract Term | /Contract Type | Description of Services | Amendment Amount, Contract Amount | Responsible Admin, Funding Source |
|-------------------|------------------------|---|--|--|--|
| State of Oregon | 7/1/24 through 6/30/25 | Intergovernmental Agreement / Revenue IGA/R 94453 Amendment 1 | Measure 98/High School Success grant agreement. This amendment adds funds and extends the end date for the 24/25 school year. | \$23,776,320 \$36,040,351 | J. Buno |

RESOLUTION No. 6954

Expenditure Contracts that Exceed \$150,000 for Delegation of Authority

RECITAL

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) enter into contracts and approve payment for products, materials, supplies, capital outlay, equipment, and services whenever the total amount exceeds \$150,000 per contract, excepting settlement or real property agreements. Contracts meeting this criterion are listed below.

RESOLUTION

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

AMENDMENT TO EXISTING CONTRACTS

| Contractor | Amendment Term | Contract Type | Description of Services | Amendment Amount, Contract Amount | Responsible Administrator, Funding Source | Certified Business* |
|-------------------------|-----------------------|--|---|--|--|----------------------------|
| Metropolitan Exposition | 8/22/24-8/22/24 | Space Rental HCS 95456 Amendment 1 | Additional services (including internet and electrical services, installation) for space rental for Teacher Professional Development Day at the Oregon Convention Center. | \$30,644 \$165,686 | J. Buno Fund 251 Dept 5436 | No |

*A Certified Business is a for-profit business certified as a Minority-Owned Businesses (MBE), Women-Owned Businesses (WBE), Emerging Small Businesses (ESB), and/or Service-Disabled Veteran Businesses (SDV) by the State of Oregon Certification Office for Business Inclusion and Diversity.

RESOLUTION No. 6955

Expenditure Contracts that Exceed \$150,000 for Delegation of Authority

RECITAL

Portland Public Schools (“District”) Public Contracting Rules PPS-45-0200 (“Authority to Approve District Contracts; Delegation of Authority to Superintendent”) requires the Board of Education (“Board”) enter into contracts and approve payment for products, materials, supplies, capital outlay, equipment, and services whenever the total amount exceeds \$150,000 per contract, excepting settlement or real property agreements. Contracts meeting this criterion are listed below.

RESOLUTION

The Superintendent recommends that the Board approve these contracts. The Board accepts this recommendation and by this resolution authorizes the Deputy Clerk to enter into the following agreements.

NEW CONTRACTS

| Contractor | Contract Term | Contract Type | Description of Services | Contract Amount | Responsible Admin, Funding Source | Certified Business |
|-------------------|-------------------------|-------------------------------|---|------------------------|--|---------------------------|
| Mackenzie | 8/21/24 through 4/15/24 | Personal Services PS 95461 | Contractor will further study the Minimum Criteria (as directed by Board resolution 6861) required for the relocation of the PEC Operations Center functions. Informal Request for Proposals | \$240,671 | D. Jung Fund 101 Dept 5594 | No |

*A Certified Business is a for-profit business certified as a Minority-Owned Businesses (MBE), Women-Owned Businesses (WBE), Emerging Small Businesses (ESB), and/or Service-Disabled Veteran Businesses (SDV) by the State of Oregon Certification Office for Business Inclusion and Diversity.

Resolution No. 6956

Resolution Supporting Student Mental Health and Learning

RECITALS

- A. Portland Public Schools is committed to supporting student mental health and wellbeing and creating environments where students feel safe, welcome, and excited to learn.
- B. The importance of peer and student-to-teacher communication and engagement are fundamental to learning, and the School District must create the conditions which allow for students to be engaged, focused, and challenged in order to reach their full potential.
- C. Research indicates that cell phone use during the school day can impact adolescent mental health and well-being in addition to being distracting to student learning and engagement.
- D. In 2023, the U.S. surgeon general issued an advisory on social media and youth mental health stating that “We must acknowledge the growing body of research about potential harms, increase our collective understanding of the risks associated with social media use, and urgently take action to create safe and healthy digital environments that minimize harm and safeguard children’s and adolescents’ mental health and well-being during critical stages of development”.
- E. Educators from around the country are calling on school districts to create clear policies which protect classrooms from the distractions that occur when students use cell phones and other similar devices at school.
- F. Individual schools in Portland Public Schools have restrictions on the use of cell phones and similar devices during the school day. Beginning in the 2024-25 school year, students at Grant High School, Cleveland High School and Beaumont Middle School will have school-wide enforcement tools to support the cell phone restrictions in their individual schools.

RESOLVED

- 1. The Portland Public Schools Board of Education is committed to supporting student mental health and learning and recognizes that creating a district-wide Board Policy on the use of cell phones and other similar devices is critical for students to achieve the academic outcomes we believe they are capable of and will have positive effects on student mental health.
- 2. The Portland Public Schools Board of Education’s Policy Committee is working on a draft cell phone and similar devices policy and will consider student feedback on a draft policy by October 15 following analyses of a student survey administered in September. Additionally, there will be further information gleaned from restrictions on cell phones implemented this Fall at Grant High School, Cleveland High School and Beaumont Middle School. The Board also will solicit feedback from parents and caregivers, staff, school and district administrators and labor unions.
- 3. The District will seek the necessary support and resources for schools to implement a District-wide Policy relating to restrictions on cell phones and similar devices during the school day.



PORTLAND PUBLIC SCHOOLS
OFFICE OF Multiple Pathways to Graduation

501 North Dixon Street / Portland, OR 97227
 Telephone: (503) 916-5437

Date: 8/14/24
To: PPS School Board
From: Korinna Wolfe, Senior Director of Schools, Multiple Pathways to Graduation
 Erica Stavis, Program Administrator, Contracted Alternative Schools
Subject: Recommendation to approve ESSER Capital Expenditure exceeding \$25,000

BACKGROUND

This memo is designed to inform and request approval from the PPS Board for one capital improvement project within the Multiple Pathways to Graduation department. **Please note, this is not a request for new funds.** These purchases will be with remaining ESSER III funds that have been allocated as part of the regular budget process and from our Long Term Care and Treatment (LTCT) state grant. Per ODE guidelines, when schools proceed in requesting ESSER III funding for capital improvements that exceed \$25,000, School Board approval is required.

The Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSA), was signed into law on December 27, 2020 and provides an additional \$54.3 billion for the Elementary and Secondary School Emergency Relief Fund (ESSER II Fund). It provides funding for state and local educational agencies to spend on allowable activities to respond to COVID-19. Elementary and Secondary School Emergency Relief Fund III (ESSER III or ARP ESSER) The American Rescue Plan Act, 2021 (ARP Act or ARPA) provides an additional \$122 billion for the Elementary and Secondary School Emergency Relief Fund III (ESSER III or ARP ESSER).

All capital expenditures using ESSER II or ESSER III funds must first be approved by ODE to be considered an eligible use of the grant funds. For the ESSER Grants, “capital expenditure” is defined as follows:

A construction project or individual non-consumable item that:

- 1) Has a useful life of more than one year; and
- 2) Costs greater than \$5,000

Additionally on 10/25/2021, ODE published a “ESSER Capital Expenditures and Reimbursement Update” which included the new regulation that “all capital expenditures over \$25,000 be presented to your district’s school board for their approval”.

The capital project listed below has been deemed eligible from the PPS Grant Accounting office and a required form has already been approved by ODE (please see chart below). ODE states that “Capital expenditure approvals may be submitted prior to obtaining school board approval”. We are now requesting Board approval for projects that exceed the \$25,000 threshold. This request aligns with allowable uses of ESSER III funds as [indicated on Oregon.gov](#), and confirmed with ODE approval.

Once approved by ODE, this project will be listed on ODE’s [“ESSER II and ESSER III Capital Expenditures by District & ESD”](#)

| <i>MPG School Name</i> | <i>Project Name</i> | <i>Project Estimate</i> | <i>Project Description</i> |
|---|---|---|---|
| Day & Residential Treatment Schools (DART) /Multiple Pathways to Graduation (MPG) | Day & Residential Treatment Schools (DART) /Multiple Pathways to Graduation (MPGs) (ODE Project Tag 2180-17) | \$ 212,000 \$40,000 from ESSER (requiring board approval) and \$172,000 LTCT Grant | The purchase of 2 x 14-passenger MSAB's to support learning needs and experiences of our students in PPS Day and Residential Treatment (DART) Schools. During and following the pandemic students' have experienced several barriers to completing their education and accessing education. The population served at Day and Residential Treatment (DART) schools within PPS, are a particular group of students deeply impacted by the pandemic and require easy access to educational services and support that will help them meet their graduation goals. These vans will allow students in our DART schools, who are located across five campuses in our school district to have greater course offerings. Students enrolled in these programs currently have no access to career and technical education (CTE), college and career exploratory experiences and therefore are limited in their education and college and career readiness. |

RELATED POLICIES/BEST PRACTICES

- PPS has purchased similar activity vans to provide programming access for students across our district.
- These purchases are aligned with the allowable uses of the ESSER III grant and our district has submitted the necessary paperwork to ODE for state approval.
- These vehicles have already been vetted by the PPS Risk Management Department.

FISCAL IMPACT

The funding identified for the requested capital expenditure includes designated ESSER III funding from 2021. This funding was approved in the overall ESSER allocations plan and as a part of the PPS District Budget process. There is no new funding requested. The ESSER funding identified for this project is required to be spent by September 30, 2024.

COMMUNITY ENGAGEMENT

PPS has continuously engaged with communities to learn more about pandemic needs in order to further align our ongoing resources with our strategic plan, Forward Together, and Board goals, so that we may emerge stronger from the pandemic.

TIMELINE FOR IMPLEMENTATION / EVALUATION

Following Board approval of these expenditures capital improvements will take place before ESSER III funds expiration date of 9/30/2024.

Monitoring of this purchase will take place after purchase to ensure that activity vans are used for their intended purposes and ensure that the identified students are benefiting from its use. A formal process will be in place for ongoing safety, maintenance of this purchase, as well as sign out/in procedures for its use.

BOARD OPTIONS WITH ANALYSIS

Results of a yes vote: PPS Department of Multiple Pathways to Graduation will engage in projects as previously submitted and approved by ODE. This purchase will ensure higher levels of engagement in CTE and other relevant educational programming to ensure educational accessibility for students enrolled in some alternative school settings.

Result of a no vote: PPS Department of Multiple Pathways to Graduation, would not be able to proceed with this much needed purchase and students will not have access to CTE and other relevant educational programming to ensure educational accessibility for students enrolled in some alternative school settings. This may result in the return of federal ESSER dollars to ODE's Long Term Care and Treatment Department as the funding was provided recently to Multiple Pathways to Graduation DART schools in response to a request to purchase vehicles to enhance student course offerings.

CONNECTION TO BOARD GOALS

Projects seeking approval, align with at least two specific board goals as outlined in "[Portland Public Schools Goals for Our Students 2022-2027](#)" CBO schools operations and programming are all in direct alignment with goals for High School Graduation & Post-secondary Readiness.

STAFF RECOMMENDATION

Staff recommends that this Capital expenditure purchase, as outlined above, exceeding \$25,000, be approved by the Board since they meet the ESSER III eligibility criteria and clearly align with district goals and priorities.

RESOLUTION No. 6962

Resolution Approving 1 Capital Project for Multiple Pathways to Graduation Department using ESSER III funds

RECITALS

- A. The federal government responded to the COVID-19 pandemic with multi-billion dollar initiatives to support public education across the country during the health crisis. The stimulus funding for schools to contend with the impact of the pandemic was termed Elementary and Secondary School Emergency Relief (ESSER) and there were three rounds of funding between March 2020 and March 2021.
- B. As the pandemic continued, additional needs surfaced and additional federal relief was appropriated through the American Rescue Plan Act (ARPA or ESSER III).
- C. As the District learned more about the impact of COVID-19, and balanced sustainable investments with these one-time funds, PPS has continuously engaged with communities to learn more about pandemic needs in order to further align our ongoing resources with our strategic plan, Forward Together, and Board goals, so that we may emerge stronger from the pandemic.
- D. Analysis of various Multiple Pathways to Graduation (MPG) programs, surfaced needs for greater accessibility to CTE programming and other high engagement opportunities for students enrolled in our Day and Residential Treatment (DART) program and across MPG schools and programs.
- E. Based on an October 2021 ODE Memo & Update, all capital expenditures over \$25,000 are now required to be approved by each district's school board for approval.
- F. We are requesting that the PPS Board approve 1 capital expenditure that exceeds the \$25,000 threshold, all of which have already been submitted to ODE. (ODE Project Tag: 2180-17)

RESOLUTIONS

1. The Board of Education for Portland Public Schools has determined that the following Capital Expenditure project for Multiple Pathways to Graduation are approved and eligible for reimbursement, using ESSER III Funds. **ODE Project Tag: 2180-17**
2. The above mentioned project meets the eligibility for ESSER II and/or ESSER III funds and our district has followed the ODE rules regarding the process for capital projects exceeding \$25,000.
3. The Board of Education for Portland Public Schools directs PPS staff to support this capital expenditure which will help to ensure the equity in access to educational services and programming.

Portland Public Schools Goals for Our Students

2022-2027

June 28, 2022

Introduction

It remains the core mission and responsibility of our school system to ensure that every student has opportunities to thrive and experience success. Unfortunately, too many students have been historically underserved, and there has not been evidence of racial equity in PPS as revealed by persistent gaps in student outcomes along the lines of race. We are dedicated to the continuous improvements necessary to drive the system shifts that will better support our students, educators, and leaders and result in improved student performance. This will include a focus on building our individual and organizational capacity through ongoing professional learning and differentiated support for teachers, leaders, and central office staff.

We understand that this work will require focus and intentionality to interrogate how we serve the unique needs of our students, especially for students of color and other students who need us to accelerate their growth so that they are able to demonstrate both grade-level proficiency and the skills and dispositions described in our Graduate Portrait.

Included here are a set of academic milestones along the pre-K to 12 continuum that we intend to progress monitor and hold ourselves accountable to achieving. Since students of color currently demonstrate the greatest gaps in achievement and performance, our goals reinforce an explicit expectation of accelerated growth and gap closure for students of color. **To be clear, the gaps in student performance along the lines of race are persistent, generational, unacceptable, and at odds with our belief that all students can learn. Here at PPS, we intend to eliminate gaps in opportunity and outcomes completely.** We will begin this work with a focused effort on narrowing the persistent gaps in student outcomes in order to eventually eliminate these gaps completely.

Third Grade Reading

We must accelerate achievement for students of color in order to eliminate persistent gaps. Our goal is to close the opportunity and outcome gaps in third grade reading between students of color and their white peers by the metrics set forth, as measured by the Oregon State Assessment System (OSAS)

- African - American Students by 5.5 percentage points per year
- Pacific Islanders by 5.0 percentage points per year
- Native - American Students by 6.1 percentage points per year
- Latino Students by 3.9 percentage points per year
- Asian Students by 2.6 percentage points per year

Reading is arguably the most important and critical skill we teach in school. Therefore, a first and critical step along the Graduate Portrait continuum is preparing all students to read to learn by the end of Grade 3. During the early elementary years, students transition from learning to read to reading to learn. They move from learning alphabetic principles and decoding site words

to making deep meaning of text to which they are exposed.

Foundational reading skills unlock the pathways for all the learning in which students will engage for the rest of their lives. Disciplinary literacy—the ability to read, write and reason across a variety of content areas such as science and social studies—begins with the ability to independently and fluently read for information with great understanding.

Reading is a civil right and it is our responsibility to ensure that all students can read. The data on reading are clear: students who do not read proficiently by 3rd grade are four times more likely to leave high school without a diploma than are proficient readers. We must ensure that all students are reading on grade level by the end of their 3rd grade year.

Fifth Grade Mathematics

We must accelerate achievement for students of color in order to eliminate persistent gaps. Our goal is to close the opportunity and outcome gaps in fifth grade mathematics between students of color and their white peers by the metrics set forth, as measured by the Oregon State Assessment System (OSAS)

- African - American Students by 4.4 percentage points per year
- Pacific Islanders by 4.1 percentage points per year
- Native American Students by 3.5 percentage points per year
- Latino Students by 3.2 percentage points per year
- Asian Students by 1.2 percentage points per year

Fifth grade mathematics is a critical touch point for a number of reasons. It is important for students to have a solid grasp on the foundations of mathematics established in elementary school in order to be effectively prepared for the rigor of middle school mathematics. As students enter middle school, the connections between mathematical areas of conceptual understanding becomes more complex, indicating a necessity for procedural fluency. Procedural fluency builds from an initial exploration and discussion of number concepts to using informal reasoning strategies and the properties of operations to develop general methods for solving problems.

Without a solid foundation in mathematics, students are at risk of falling into a mathematics gap of conceptual understanding as they may experience greater challenges as they grapple to understand concepts through middle school mathematics and beyond. Successful completion of advanced high school coursework in mathematics is predicated on having a solid foundation established in elementary school. It is imperative that students receive grade-level high quality instruction every year in mathematics in order to realize the characteristics of the Graduate portrait, specifically as critically thinking problem solvers.

Eighth Grade Readiness

We must accelerate achievement for students of color in order to eliminate persistent gaps. Our goal is to close the opportunity and outcome gaps in eighth grade readiness between students of color and their white peers by the metrics set forth, as measured by the Oregon State Assessment System (OSAS)

- African - American Students by 3.2 percentage points per year
- Pacific Islanders by 2.7 percentage points per year

- Native - American Students by 1.1 percentage points per year
- Latino Students by 2.6 percentage points per year
- Asian Students by - percentage points per year. Asian students are already on track for this goal.

When students exit Grade 8 ready for the complexities and rigor of high school, a world of possibilities and coursework opens for them. Eighth grade students should be prepared to navigate and adapt to high school's complex challenges and reading, writing and performing mathematics on grade level is one of the key ways by which we can ensure that they are adequately prepared.

Entering high school with grade level proficiency in English language arts and mathematics positions students for more advanced coursework. That advanced coursework, in turn, creates and strengthens college and career readiness of students. Grade 8 readiness can be considered a gateway to postsecondary success.

Conversely, students who enter high school without mastery of core academic knowledge face barriers to a successful high school experience and experience lower-level coursework. If we want every student to have the opportunity to experience the full range of high school coursework – CTE, arts, AP, IB and more—we must commit to adequately preparing them for such by ensuring that students are proficient in English Language arts and mathematics by the end of Grade 8.

High School Graduation

We must accelerate achievement for students of color by eliminating the graduation gaps.

Our goal is to eliminate the opportunity and outcome gaps in graduation rates for our students of color while setting higher graduation requirements for all our students, by the metrics set forth, measured by the four-year cohort graduation rate.

- African - American Students by 2.4 percentage points per year
- Pacific Islanders by 3.0 percentage points per year
- Native - American Students by 7.6 percentage points per year
- Latino Students by 2.6 percentage points per year
- Asian Students by - percentage points per year. Asian students are already on track for this goal.

There are persistent and predictable gaps in graduation rates among groups of students and while our graduation data certainly looks a fair bit better than our assessment data, there are still achievement gaps that demand our attention. Therefore, instead of halving the graduation gaps here in PPS, we are proposing that we eliminate them completely.

Successful completion of high school leaves students prepared for wherever their future might take them— college, military or career. We want our students to have infinite possibilities for their future based on following whatever dreams they might have. This often cannot happen without successfully completing high school with a diploma.

Failure to complete high school creates a future earnings gap that cannot be bridged later in life. What's more, in addition to the opportunity to earn a higher income, high school graduates also gain access to better living conditions, healthier foods, and better health care services. High school graduation unlocks endless possibilities for students. We must ensure that all students graduate from high school.

Reporting

Post-secondary Readiness

We must accelerate achievement for students of color in order to eliminate persistent gaps in post-secondary readiness. Every student needs to have the core academic knowledge and opportunity of experience that will prepare them for post-secondary success that are reflective of the diverse skills and interest that our students have pursued through their high school career, including but not limited to, successful completion or achievement of: (a) Career Technical Education, (b) Visual & Performing Arts pathways, (c) Dual-Credit coursework, (d) Advanced Placement, (e) Seal of Biliteracy, (f) International Baccalaureate or (g) college readiness.

We will annually report – in a disaggregated form – the high school students who are successfully completing one or more of the following post-secondary indicators.

1. Successful completion of Career and Technology Pathway (2 or more courses in the same path).
2. Successful completion of Visual & Performing Arts pathways (2 or more courses in the same path).
3. Successful completion (C or Better) of 3 or more Dual Credit courses.
4. Successful completion (C or better) of 3 or more International Baccalaureate courses.
5. Successful completion (C or better) of 3 or more Advanced Placement courses.
6. Successful achievement of the seal of biliteracy
 - a. AP foreign language: 3 or above
 - b. IB foreign language: 4 or above
 - c. SLIP: 6 or above in both Writing and Speaking
 - d. STAMP: 6 or above in all of Reading, Writing, Listening, Speaking

Summary

The proposed Board Goals represent a rigorous set of benchmarks along the Pre-K to 12 academic continuum that will allow us to gauge student progress towards realizing the promise of the Graduate Portrait. These goals and targets strongly and transparently signal our need to double down on our equity work on behalf of our students to realize the promise of eliminating persistent, generational and unacceptable outcome gaps along the lines of students' race and ethnicity. The time is now. Our students deserve no less. We have an urgent need to accelerate achievement and performance for students of color here in PPS as we have a series of critically important instructional benchmarks and indicators such as reading, mathematics, high school readiness and graduation, among others, that demonstrate chronic underperformance of students of color. In order to eliminate these gaps, we will leverage systemic investments and supports through high quality, standards-aligned curriculum materials, a unified vision of teaching and learning via our instructional framework, and ongoing, job-embedded professional learning for all educators in order to improve systemic instructional practices.

Office of Finance and Information Technology
School Finance

Last Update: 4/3/2022

ESSER II and ESSER III Capital Expenditures by District and ESD

| | |
|------|-------------------|
| 8 | Pending Requests |
| 1083 | Approved Requests |

| Entity ID | Entity Name | Fund Source | Project Tag | Expenditure Name | Approved? |
|-----------|-----------------------|-------------|-------------|--|-----------|
| 2113 | Adrian SD 61 | ESSER II | 2113-01 | Engineering for the Remodeling/Reclamation of Two Classrooms | Yes |
| 1899 | Ailea SD 7J | ESSER II | 1899-01 | Classrooms and Cafeteria COVID Barriers/Dividers | Yes |
| 1899 | Ailea SD 7J | ESSER II | 1899-02 | School Entrance Synergy Clear Kiosk | Yes |
| 2252 | Amity SD 4J | ESSER II | 2252-01 | Cooling System - Amity High School | Yes |
| 2252 | Amity SD 4J | ESSER III | 2252-02 | Amity High School Gym HVAC | Yes |
| 2252 | Amity SD 4J | ESSER III | 2252-03 | Amity Elementary HVAC | Yes |
| 2252 | Amity SD 4J | ESSER III | 2252-04A | Cooling System HS Library/Science/Health/Art Rooms | Yes |
| 2252 | Amity SD 4J | ESSER III | 2252-04B | Cooling System HS Library/Science/Health/Art Rooms | Yes |
| 2252 | Amity SD 4J | ESSER III | 2252-05 | Structure Support required for 2252-02 HS Gym Air/Cooling System | Yes |
| 2252 | Amity SD 4J | ESSER III | 2252-06 | Expansion of Physical Education Facility | Yes |
| 2252 | Amity SD 4J | ESSER III | 2252-07 | MS Wall | Yes |
| 2252 | Amity SD 4J | ESSER II | 2252-08 | Floor Scrubber | Yes |
| 2115 | Arock SD 81 | ESSER II | 2115-01A | Bus Shed Conversion- Bus Portion | Yes |
| 2115 | Arock SD 81 | ESSER III | 2115-01B | Bus Shed Conversion- CTE portion | Yes |
| 2115 | Arock SD 81 | ESSER II | 2115-02 | Classroom Carpet Installation | Yes |
| 2115 | Arock SD 81 | ESSER II | 2115-03 | WW Jones School HVAC | Yes |
| 2115 | Arock SD 81 | ESSER III | 2115-04 | New Bus | Yes |
| 2051 | Ashwood SD 8 | ESSER III | 2051-01 | Ashwood School Window Replacement & Ventilation Upgrade | Yes |
| 2051 | Ashwood SD 8 | ESSER II | 2051-02 | Ashwood School HVAC System Upgrade | Yes |
| 2208 | Athens-Weston SD 29RJ | ESSER III | 2208-01 | Air Filtration System | Yes |
| 2208 | Athens-Weston SD 29RJ | ESSER III | 2208-02 | Outdoor Learning Shade Structures | Yes |
| 1894 | Baker SD 5J | ESSER II | 1894-01 | District Office Network Equipment | Yes |
| 1894 | Baker SD 5J | ESSER III | 1894-02 | Brooklyn Primary Food Preparation Table | Yes |
| 1894 | Baker SD 5J | ESSER III | 1894-03 | Baker Early Learning Center Delta Inclined Platform Lift | Yes |
| 1894 | Baker SD 5J | ESSER II | 1894-04A | Baker Early Learning Center Auditorium curtains and installment | Yes |
| 1894 | Baker SD 5J | ESSER III | 1894-04B | Baker Early Learning Center Auditorium curtains and installment | Yes |
| 1894 | Baker SD 5J | ESSER III | 1894-05 | Keating Elementary School Playground | Yes |
| 1894 | Baker SD 5J | ESSER III | 1894-06 | Keating Elementary School Play Structure Installation | Yes |
| 1894 | Baker SD 5J | ESSER III | 1894-07 | Baker High School Transportation: Mini Bus | Yes |
| 1894 | Baker SD 5J | ESSER III | 1894-08 | Baker High School Computer Navigated Cutting machine | Yes |
| 1894 | Baker SD 5J | ESSER III | 1894-09 | Baker High School Auditorium curtains/lighting/sound | Yes |
| 1894 | Baker SD 5J | ESSER III | 1894-10 | Baker High School Credit Recovery Room Flooring | Yes |
| 1894 | Baker SD 5J | ESSER III | 1894-11 | Bicycle Trailer | Yes |
| 1894 | Baker SD 5J | ESSER III | 1894-12 | Commercial Grade Dishwasher | Yes |
| 1894 | Baker SD 5J | ESSER III | 1894-13 | Commercial Grade Gas Range w/Convection Oven | Yes |
| 1894 | Baker SD 5J | ESSER III | 1894-14 | Commercial Grade Gas Convection Oven | Yes |
| 1894 | Baker SD 5J | ESSER III | 1894-15 | Commercial Grade Gas Range with Charbroiler and Standard Oven Base | Yes |
| 1894 | Baker SD 5J | ESSER III | 1894-16 | Culinary Arts Room Remodel | Yes |
| 1894 | Baker SD 5J | ESSER II | 1894-17 | South Baker Intermediate Play Structure | Yes |
| 1894 | Baker SD 5J | ESSER II | 1894-18 | Baker Early Learning Center Swingset | Yes |
| 1894 | Baker SD 5J | ESSER II | 1894-19 | Baker Technical Institute Forklifts | Yes |
| 1894 | Baker SD 5J | ESSER II | 1894-20 | Baker High School Outdoor Learning Space | Yes |

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|--------------------------------------|-----------|----------|--|---------|
| 1894 Baker SD 5J | ESSER II | 1894-21 | Baker High School Credit Recovery Space | Yes |
| 1894 Baker SD 5J | ESSER II | 1894-22 | Baker School District Delivery Van | Yes |
| 1894 Baker SD 5J | ESSER II | 1894-23 | Computer Network Upgrade -- District Office | Yes |
| 1894 Baker SD 5J | ESSER II | 1894-24 | Computer Network Upgrade -- Haines Elementary | Yes |
| 1894 Baker SD 5J | ESSER II | 1894-25 | Computer Network Upgrade -- Keating Elementary | Yes |
| 1894 Baker SD 5J | ESSER II | 1894-26 | Computer Network Upgrade -- South Baker Intermediate | Yes |
| 1894 Baker SD 5J | ESSER II | 1894-27 | Computer Network Upgrade -- Brooklyn Primary School | Yes |
| 1894 Baker SD 5J | ESSER II | 1894-28 | Computer Network Upgrade -- Baker Middle School | Yes |
| 1894 Baker SD 5J | ESSER II | 1894-29 | Computer Network Upgrade -- Baker High School | Yes |
| 1894 Baker SD 5J | ESSER II | 1894-30 | Computer Network Upgrade -- North Baker Campus BELC and Eagle Cap | Yes |
| 1894 Baker SD 5J | ESSER II | 1894-31 | Computer Network Upgrade -- Baker Web Academy | Yes |
| 1894 Baker SD 5J | ESSER II | 1894-32 | Computer Network Upgrade -- Transportation and Maintenance | Yes |
| 1894 Baker SD 5J | ESSER II | 1984-33A | School Buildings HVAC Upgrades | Yes |
| 1894 Baker SD 5J | ESSER III | 1984-33B | School Buildings HVAC Upgrades | Yes |
| 1894 Baker SD 5J | ESSER III | 1984-34 | District Computer Network Upgrades | Yes |
| 1969 Bandon SD 54 | ESSER II | 1969-01 | Floor Scrubber for High School | Yes |
| 1969 Bandon SD 54 | ESSER III | 1969-02 | High School HVAC Replacement | Yes |
| 1969 Bandon SD 54 | ESSER III | 1969-03 | Expansion of a CTE Building for MS and HS students | Yes |
| 2243 Beaverton SD 48J | ESSER III | 2243-01 | Add mechanical ventilation to the Barnes Elementary School (ES) gymnasium. | Yes |
| 2243 Beaverton SD 48J | ESSER III | 2243-02 | Add mechanical ventilation to the West TV (ES) gymnasium. | Yes |
| 2243 Beaverton SD 48J | ESSER III | 2243-03 | Improve mechanical ventilation to the Montclair Elementary School (ES) gym. | Yes |
| 2243 Beaverton SD 48J | ESSER III | 2243-04 | HVAC upgrades for McKinley Elementary School (ES), Kinnaman ES, and Errol Hassell ES. | Yes |
| 2243 Beaverton SD 48J | ESSER III | 2243-05 | Upgrade and replacement of HVAC in the International School of Beaverton (ISB) gym and modu | Yes |
| 2243 Beaverton SD 48J | ESSER III | 2243-06 | Replace aging HVAC rooftop units and upgrade controls at Southridge High School (HS) | Yes |
| 2243 Beaverton SD 48J | ESSER III | 2243-07 | Improve ventilation in the West TV Elementary School (ES) cafeteria | Yes |
| 2243 Beaverton SD 48J | ESSER III | 2243-08 | International School of Beaverton (ISB): Replace rooftop HVAC units above A & B halls, miscellar | Yes |
| 2243 Beaverton SD 48J | ESSER III | 2243-09 | HVAC Upgrades to Eimonica ES, Greenway ES, Nancy Ryles ES, and Stoller MS | Yes |
| 2243 Beaverton SD 48J | ESSER III | 2243-10 | HVAC repairs to Hiteon Elementary School (ES) | Yes |
| 1976 Bend-LaPine Administrative SD 1 | ESSER III | 1976-01 | La Pine Middle School HVAC Controls | Yes |
| 1976 Bend-LaPine Administrative SD 1 | ESSER III | 1976-02 | High Desert Middle School HVAC Controls | Yes |
| 1976 Bend-LaPine Administrative SD 1 | ESSER III | 1976-03 | Juniper Elementary HVAC Controls | Yes |
| 1976 Bend-LaPine Administrative SD 1 | ESSER III | 1976-04 | Rosland Elementary HVAC Controls | Yes |
| 1976 Bend-LaPine Administrative SD 1 | ESSER III | 1976-05 | Kenwood Elementary HVAC Controls | Yes |
| 1976 Bend-LaPine Administrative SD 1 | ESSER III | 1976-06 | Three Rivers School HVAC Controls | Yes |
| 1976 Bend-LaPine Administrative SD 1 | ESSER III | 1976-07 | Maintenance Facility HVAC Controls | Yes |
| 1976 Bend-LaPine Administrative SD 1 | ESSER III | 1976-08 | Bend International School Multi Purpose Space | pending |
| 2088 Bethel SD 52 | ESSER II | 2088-01 | Willamette HS Electric Bloodgett Combo Oven | Yes |
| 2088 Bethel SD 52 | ESSER III | 2088-02 | Clear Lake HVAC | Yes |
| 2088 Bethel SD 52 | ESSER III | 2088-03 | Danebo HVAC | Yes |
| 2088 Bethel SD 52 | ESSER III | 2088-04 | Irving HVAC | Yes |
| 2088 Bethel SD 52 | ESSER III | 2088-05 | Shasta HVAC | Yes |
| 2088 Bethel SD 52 | ESSER III | 2088-06 | Van | Yes |
| 2088 Bethel SD 52 | ESSER II | 2088-07 | WHS Camera Replacement | Yes |
| 2088 Bethel SD 52 | ESSER III | 2088-08 | Van | Yes |
| 2095 Blachly SD 90 | ESSER II | 2095-01A | TCLS Main Office Modular | Yes |
| 2095 Blachly SD 90 | ESSER III | 2095-01B | TCLS Main Office Modular | Yes |
| 2095 Blachly SD 90 | ESSER III | 2095-02 | Elementary Playground Structure | Yes |
| 2095 Blachly SD 90 | ESSER II | 2095-03 | Relocation of MS/HS Weight Room | Yes |
| 2095 Blachly SD 90 | ESSER III | 2095-04 | Playground Expansion | Yes |
| 1974 Brookings-Harbor SD 17C | ESSER II | 1974-01 | School Bus x3 | Yes |
| 1974 Brookings-Harbor SD 17C | ESSER II | 1974-02 | Brookings-Harbor HS Floor Scrubber | Yes |

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|------------------------------|-----------|----------|--|-----|
| 1974 Brookings-Harbor SD 17C | ESSER II | 1974-03 | Kaimiopsis Elementary HVAC | Yes |
| 1974 Brookings-Harbor SD 17C | ESSER II | 1974-04 | Azalea Middle School HVAC | Yes |
| 1974 Brookings-Harbor SD 17C | ESSER II | 1974-05 | Brookings Harbor High School HVAC | Yes |
| 1974 Brookings-Harbor SD 17C | ESSER III | 1974-06 | 10 Passenger Van | Yes |
| 1974 Brookings-Harbor SD 17C | ESSER III | 1974-07 | Expanded Outdoor Learning Spaces | Yes |
| 1974 Brookings-Harbor SD 17C | ESSER III | 1974-08 | Elementary And Middle School Floor Scrubbers | Yes |
| 1974 Brookings-Harbor SD 17C | ESSER III | 1974-09 | BHDS Media Upgrades | Yes |
| 1995 Camas Valley SD 21J | ESSER II | 1995-01 | Weight Room Remodel & Refurbish | Yes |
| 1995 Camas Valley SD 21J | ESSER II | 1995-02 | New Modular | Yes |
| 1995 Camas Valley SD 21J | ESSER II | 1995-03 | Air Filtration Systems | Yes |
| 1995 Camas Valley SD 21J | ESSER III | 1995-04 | Camas Valley Charter School New Track | Yes |
| 1995 Camas Valley SD 21J | ESSER III | 1995-05 | New and Safe Access for the Barn | Yes |
| 1995 Camas Valley SD 21J | ESSER III | 1995-06 | Athletic and Functional Fencing | Yes |
| 2139 Cascade SD 5 | ESSER II | 2139-01 | Air Purification System | Yes |
| 2139 Cascade SD 5 | ESSER II | 2139-02 | Air Purification System | Yes |
| 2139 Cascade SD 5 | ESSER II | 2139-03 | HVAC Improvement Cascade Sr. High | Yes |
| 2139 Cascade SD 5 | ESSER II | 2139-04 | Security Cameras | Yes |
| 2139 Cascade SD 5 | ESSER III | 2139-05 | Inclusive Elementary Playground | Yes |
| 2139 Cascade SD 5 | ESSER III | 2139-06 | Secondary Campus Modular Classroom Spaces | Yes |
| 2185 Centennial SD 28J | ESSER II | 2185-01 | Hazardous Flooring Replacement | Yes |
| 2185 Centennial SD 28J | ESSER III | 2185-02 | Ventilation Repairs & Enhancements | Yes |
| 2185 Centennial SD 28J | ESSER III | 2185-03 | Bus Replacement | Yes |
| 2185 Centennial SD 28J | ESSER III | 2185-04 | Network Infrastructure Improvements | Yes |
| 2185 Centennial SD 28J | ESSER III | 2185-05 | Ventilation Repairs & Enhancements | Yes |
| 2185 Centennial SD 28J | ESSER III | 2185-06 | Hazard Abatement, Remediation, and Repairs | Yes |
| 1972 Central Curry SD 1 | ESSER II | 1972-01 | Gold Beach High School Floor Scrubbers | Yes |
| 1972 Central Curry SD 1 | ESSER II | 1972-02 | School Busses | Yes |
| 1972 Central Curry SD 1 | ESSER III | 1972-03 | School Busses | Yes |
| 2105 Central Linn SD 552 | ESSER II | 2105-01 | Central Linn ES Library HVAC | Yes |
| 2105 Central Linn SD 552 | ESSER II | 2105-02 | CLHS AG Building HVAC | Yes |
| 2105 Central Linn SD 552 | ESSER II | 2105-03 | CLES Gyms HVAC | Yes |
| 2105 Central Linn SD 552 | ESSER II | 2105-04 | Phone and Intercom System Replacement | Yes |
| 2105 Central Linn SD 552 | ESSER III | 2105-05 | CTE Capital Project | Yes |
| 2042 Central Point SD 6 | ESSER II | 2042-01 | Scenic Middle School Modular Classroom | Yes |
| 2042 Central Point SD 6 | ESSER II | 2042-02A | Hanby Middle School Third Floor Renovation | Yes |
| 2042 Central Point SD 6 | ESSER III | 2042-02B | Hanby Middle School Third Floor Renovation | Yes |
| 2042 Central Point SD 6 | ESSER III | 2042-03 | Hanby Middle School Third Floor HVAC/Windows | Yes |
| 2042 Central Point SD 6 | ESSER II | 2042-04 | Transportation Van | Yes |
| 2042 Central Point SD 6 | ESSER III | 2042-05 | SMS Drumline Instruments | Yes |
| 2191 Central SD 13J | ESSER III | 2191-01 | Type 10 Vehicle - McKinney Vento Transport | Yes |
| 1945 Clatskanie SD 6J | ESSER II | 1945-01 | Playcore Game Structure Match | Yes |
| 1945 Clatskanie SD 6J | ESSER II | 1945-02 | High School Dry Box | Yes |
| 1945 Clatskanie SD 6J | ESSER II | 1945-03 | District Office Dry Box | Yes |
| 1927 Colton SD 53 | ESSER III | 1927-01 | District Office Heat Pump | Yes |
| 1927 Colton SD 53 | ESSER III | 1927-02 | CHS Heat Pump | Yes |
| 1927 Colton SD 53 | ESSER III | 1927-03 | CMS Heat Pump | Yes |
| 1927 Colton SD 53 | ESSER III | 1927-04 | Wireless Access Points | Yes |
| 2223 Columbia Gorge ESD | ESSER II | 2223-01 | Distance Learning/Meeting Camera System | Yes |
| 2006 Coodon SD 25J | ESSER III | 2006-01 | Type 10 Transportation | Yes |
| 1965 Coos Bay SD 9 | ESSER II | 1965-01 | Vehicle for Attendance Advocates | Yes |
| 1965 Coos Bay SD 9 | ESSER II | 1965-02 | Floor scrubbers for Sunset School and Marshfield Junior High | Yes |

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|----------------------------------|-----------|----------|---|-----|
| 1965 Coos Bay SD 9 | ESSER III | 1965-03 | Millicom HVAC Project | Yes |
| 1964 Coquille SD 8 | ESSER III | 1964-01 | Classroom Modular - Winter Lakes ES | Yes |
| 1964 Coquille SD 8 | ESSER III | 1964-02 | Classroom Modular - Winter Lakes HS | Yes |
| 1964 Coquille SD 8 | ESSER III | 1964-03 | Bus Purchase | Yes |
| 1964 Coquille SD 8 | ESSER II | 1964-04 | Playground Equipment | Yes |
| 1964 Coquille SD 8 | ESSER II | 1964-05 | Used Truck Driving Simulator - CTE | Yes |
| 1964 Coquille SD 8 | ESSER II | 1964-06A | Used MX2 Flight Simulator | Yes |
| 1964 Coquille SD 8 | ESSER III | 1964-06B | Used MX2 Flight Simulator | Yes |
| 1964 Coquille SD 8 | ESSER III | 1964-07 | School Bus | Yes |
| 1964 Coquille SD 8 | ESSER III | 1964-08 | Food Service Vehicle | Yes |
| 1964 Coquille SD 8 | ESSER III | 1964-09 | Retractable Awning | Yes |
| 2216 Cove SD 15 | ESSER III | 2216-01 | Internet Fiber Connectivity | Yes |
| 2216 Cove SD 15 | ESSER III | 2216-02 | Mental Health and Nursing Services Workspace | Yes |
| 2086 Creswell SD 40 | ESSER II | 2086-01 | Creswell Middle School Turf Field | Yes |
| 1970 Crook County SD | ESSER II | 1970-01 | Crook County Middle School Modular Decks and Ramps | Yes |
| 1970 Crook County SD | ESSER II | 1970-02 | Barnes Butte Elementary Air Conditioning | Yes |
| 1970 Crook County SD | ESSER II | 1970-03 | Pioneer Complex Campus HVAC | Yes |
| 1970 Crook County SD | ESSER III | 1970-04 | Powell Butte Indoor Air Quality Improvements | Yes |
| 1970 Crook County SD | ESSER II | 1970-05 | Crook County Middle School Modular Infrastructure/Classrooms | Yes |
| 1970 Crook County SD | ESSER III | 1970-06 | Pioneer Alternative High School New Building Construction | Yes |
| 2089 Crook County SD | ESSER II | 1970-07 | Modular Building Lease Crook County Middle School | Yes |
| 2089 Crow-Applegate-Lorane SD 66 | ESSER II | 2089-01A | Crow Middle/High School Locker Room Restoration | Yes |
| 2089 Crow-Applegate-Lorane SD 66 | ESSER III | 2089-01B | Crow Middle/High School Locker Room Restoration | Yes |
| 2089 Crow-Applegate-Lorane SD 66 | ESSER III | 2089-02 | Applegate Elementary School Outdoor Bathrooms Restoration | Yes |
| 2089 Crow-Applegate-Lorane SD 66 | ESSER III | 2089-03 | Applegate Elementary School Field Development | Yes |
| 2089 Crow-Applegate-Lorane SD 66 | ESSER III | 2089-04 | Crow Middle/High School Wood Shop Floor Restoration | Yes |
| 2089 Crow-Applegate-Lorane SD 66 | ESSER III | 2089-05 | Applegate Elementary School Playground Restoration | Yes |
| 2089 Crow-Applegate-Lorane SD 66 | ESSER II | 2089-06 | CAL SD Bus Replacement | Yes |
| 2089 Crow-Applegate-Lorane SD 66 | ESSER II | 2089-07 | Security System | Yes |
| 2089 Crow-Applegate-Lorane SD 66 | ESSER II | 2089-08 | Sanitizing Dishwasher for CMHS | Yes |
| 2050 Culver SD 4 | ESSER III | 2050-01 | Type 20 Bus Purchase | Yes |
| 2050 Culver SD 4 | ESSER III | 2050-02 | Commercial Grade Dishwasher | Yes |
| 2050 Culver SD 4 | ESSER III | 2050-03 | Commercial Grade Combination Oven | Yes |
| 2050 Culver SD 4 | ESSER III | 2050-04 | Commercial Grade Tilt Skillet | Yes |
| 2050 Culver SD 4 | ESSER III | 2050-05 | Modular Building | Yes |
| 2190 Dallas SD 2 | ESSER II | 2190-01 | Boardroom Technology for Public Digital Access | Yes |
| 2190 Dallas SD 2 | ESSER III | 2190-02 | Outdoor Covered Learning Structure LVCS | Yes |
| 2190 Dallas SD 2 | ESSER III | 2190-03 | Dallas Community School Playground/Physical Fitness Equipment | Yes |
| 2190 Dallas SD 2 | ESSER III | 2190-04 | Dallas Community School CTE Instructional Makerspace | Yes |
| 2187 David Douglas SD 40 | ESSER III | 2187-01 | New School buses | Yes |
| 2187 David Douglas SD 40 | ESSER III | 2187-02 | Menlo Park HVAC Replacement | Yes |
| 2187 David Douglas SD 40 | ESSER III | 2187-03 | New School Busses, Round 2 | Yes |
| 2253 Dayton SD 8 | ESSER II | 2253-01 | Modular Classroom at JH/HS | Yes |
| 2253 Dayton SD 8 | ESSER III | 2253-02 | ADA Accessible Playground | Yes |
| 2011 Dayville SD 16J | ESSER III | 2011-01 | Elementary HVAC | Yes |
| 2011 Dayville SD 16J | ESSER III | 2011-02 | Gymnasium HVAC | Yes |
| 2017 Diamond SD 7 | ESSER II | 2017-01A | Diamond SD HVAC | Yes |
| 2017 Diamond SD 7 | ESSER III | 2017-01B | Diamond SD HVAC | Yes |
| 2017 Diamond SD 7 | ESSER III | 2017-02 | School Flooring | Yes |
| 1993 Douglas County SD 15 | ESSER II | 1993-01 | Replacement Server | Yes |
| 1993 Douglas County SD 15 | ESSER II | 1993-02 | Security Cameras | Yes |

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|---------------------------|-----------|----------|---|-----|
| 1993 Douglas County SD 15 | ESSER III | 1993-03 | Baseball Field Renovation | Yes |
| 1991 Douglas County SD 4 | ESSER II | 1991-01 | Roseburg High School Shade Structure | Yes |
| 1991 Douglas County SD 4 | ESSER II | 1991-02 | Roseburg High School Shade Structure | Yes |
| 1991 Douglas County SD 4 | ESSER II | 1991-03A | Phoenix Charter School HVAC Upgrades | Yes |
| 1991 Douglas County SD 4 | ESSER III | 1991-03B | Phoenix Charter School HVAC Upgrades | Yes |
| 1991 Douglas County SD 4 | ESSER II | 1991-04 | Fremont Middle School Gym HVAC Upgrade | Yes |
| 1991 Douglas County SD 4 | ESSER III | 1991-05 | Roseburg High School modular classrooms | Yes |
| 1991 Douglas County SD 4 | ESSER III | 1991-06 | Elementary school campus fencing, all schools | Yes |
| 2019 Drewsey SD 13 | ESSER II | 2019-01A | Drewsey Asbestos Removal | Yes |
| 2019 Drewsey SD 13 | ESSER III | 2019-01B | Drewsey Asbestos Removal | Yes |
| 2229 Dufur SD 29 | ESSER III | 2229-01 | 2004 Dodge Pickup | Yes |
| 2229 Dufur SD 29 | ESSER III | 2229-02 | Outdoor Canopies | Yes |
| 2229 Dufur SD 29 | ESSER III | 2229-03 | CTE Curriculum | Yes |
| 2229 Dufur SD 29 | ESSER III | 2229-04 | Security Camera System | Yes |
| 2043 Eagle Point SD 9 | ESSER II | 2043-01 | Crater Lake Academy K-8 Campus HVAC | Yes |
| 2043 Eagle Point SD 9 | ESSER II | 2043-02 | Crater Lake Academy High School Campus HVAC | Yes |
| 2043 Eagle Point SD 9 | ESSER III | 2043-03 | Table Rock Elementary School Modular Classrooms Building | Yes |
| 2203 Echo SD 5 | ESSER II | 2203-01 | Middle and High School Lockers | Yes |
| 2203 Echo SD 5 | ESSER II | 2203-02 | CTE Instructional Space & Building | Yes |
| 2217 Elgin SD 23 | ESSER II | 2217-01 | Playground Upgrade | Yes |
| 2217 Elgin SD 23 | ESSER II | 2217-02 | Playground Equipment Upgrade | Yes |
| 2217 Elgin SD 23 | ESSER III | 2217-03 | Air Quality Facility Upgrade | Yes |
| 2217 Elgin SD 23 | ESSER II | 2217-04 | High School Grounds | Yes |
| 1998 Elkton SD 34 | ESSER II | 1998-01 | Elkton Elementary and Elkton High School Air Purifiers for HVAC | Yes |
| 1998 Elkton SD 34 | ESSER II | 1998-02 | Fresh Air Exchange Systems | Yes |
| 1998 Elkton SD 34 | ESSER III | 1998-03 | New HVAC System installation Gym and Classroom Spaces | Yes |
| 2221 Enterprise SD 21 | ESSER III | 2221-01 | Targeted replacement of end of life existing HVAC | Yes |
| 1930 Estacada SD 108 | ESSER II | 1930-01 | High School and Middle School Update AP/Wi-Fi access | Yes |
| 1930 Estacada SD 108 | ESSER II | 1930-02 | High School and Middle School Video Conferencing | Yes |
| 1930 Estacada SD 108 | ESSER II | 1930-03 | All District Buildings HVAC | Yes |
| 1930 Estacada SD 108 | ESSER II | 1930-04 | District Grounds Mower | Yes |
| 1930 Estacada SD 108 | ESSER II | 1930-05 | Middle School Auto Scrubber | Yes |
| 1930 Estacada SD 108 | ESSER III | 1930-06 | River Mill Elementary Modular (new) | Yes |
| 1930 Estacada SD 108 | ESSER III | 1930-07 | District Office Modular | Yes |
| 1930 Estacada SD 108 | ESSER III | 1930-08 | River Mill Elementary Modular (update and move existing) | Yes |
| 1930 Estacada SD 108 | ESSER III | 1930-09 | High School Generator | Yes |
| 1930 Estacada SD 108 | ESSER III | 1930-10 | River Mill, Clackamas River, and Middle School Access Control | Yes |
| 1930 Estacada SD 108 | ESSER III | 1930-11 | High School Dishwasher and Steamer | Yes |
| 1930 Estacada SD 108 | ESSER III | 1930-12 | High School Weight room HVAC | Yes |
| 1930 Estacada SD 108 | ESSER III | 1930-13 | Adult Transition Program - Building | Yes |
| 1930 Estacada SD 108 | ESSER III | 1930-14 | Air Conditioners for Air Quality | Yes |
| 2082 Eugene SD 4J | ESSER II | 2082-01 | Village School HVAC Upgrade Installation | Yes |
| 2082 Eugene SD 4J | ESSER III | 2082-02 | Colin Kelly Middle School Portable Classrooms | Yes |
| 2082 Eugene SD 4J | ESSER II | 2082-03 | Ridgeline HVAC Improvements | Yes |
| 2082 Eugene SD 4J | ESSER III | 2082-04 | Ridgeline HVAC Improvements | Yes |
| 2082 Eugene SD 4J | ESSER III | 2082-05 | Five Type 10 Vans for Student Transportation | Yes |
| 2082 Eugene SD 4J | ESSER III | 2082-06 | Covered Outdoor Shelter | Yes |
| 2082 Eugene SD 4J | ESSER III | 2082-07 | Awning Upgrade at the Village School | Yes |
| 2082 Eugene SD 4J | ESSER III | 2082-08 | Bathroom Upgrades at the Village School | Yes |
| 2082 Eugene SD 4J | ESSER III | 2082-09 | Courtyard Seating upgrade at the Village School | Yes |
| 2082 Eugene SD 4J | ESSER III | 2082-10 | Flooring Upgrade at the Village School | Yes |

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|-----------------------------------|-----------|-----------|---|-----|
| 2082 Eugene SD 4J | ESSER III | 2082-11 | Windows Upgrade at the Village School | Yes |
| 2082 Eugene SD 4J | ESSER III | 2082-12 | Coburg Community Charter School- Repairs on Heating System | Yes |
| 2193 Falls City SD 57 | ESSER III | 2193-01 | High School Modular | Yes |
| 2193 Falls City SD 57 | ESSER II | 2193-02 | Gym Floor | Yes |
| 2084 Fern Ridge SD 28J | ESSER II | 2084-01 | High School Health Clinic | Yes |
| 2084 Fern Ridge SD 28J | ESSER II | 2084-02 | Fern Ridge Middle School Restroom Renovation | Yes |
| 2084 Fern Ridge SD 28J | ESSER II | 2084-03 | Fern Ridge Middle School Carpet Replacement | Yes |
| 2084 Fern Ridge SD 28J | ESSER II | 2084-04 | Fern Ridge Middle School Door Replacement | Yes |
| 2084 Fern Ridge SD 28J | ESSER II | 2084-05 | Veneta Elementary Carpet Replacement | Yes |
| 2084 Fern Ridge SD 28J | ESSER II | 2084-06 | Elmira Elementary School Playground | Yes |
| 2084 Fern Ridge SD 28J | ESSER II | 2084-07 | Fern Ridge SD Buildings - Cameral Systems Upgrade | Yes |
| 2084 Fern Ridge SD 28J | ESSER II | 2084-08 | Fern Ridge SD Buildings - Cafeteria Tables | Yes |
| 2084 Fern Ridge SD 28J | ESSER II | 2084-09 | Elmira High School Gym Floor Auto Scrubber | Yes |
| 2084 Fern Ridge SD 28J | ESSER II | 2084-10 | Elmira High School and Fern Ridge High School Self Contained Carpet Extractor | Yes |
| 2084 Fern Ridge SD 28J | ESSER II | 2084-11 | Installation and Finishing for New "portable" Building | Yes |
| 2084 Fern Ridge SD 28J | ESSER II | 2084-12 | Replace and Install Outdoor PA Systems | Yes |
| 2084 Fern Ridge SD 28J | ESSER II | 2084-13 | Karcher Chairiot Ride Vacuum | Yes |
| 2084 Fern Ridge SD 28J | ESSER II | 2084-14A | HVAC Controls Upgrade | Yes |
| 2084 Fern Ridge SD 28J | ESSER III | 2084-14B | HVAC Controls Upgrade | Yes |
| 2084 Fern Ridge SD 28J | ESSER II | 2084-15 | Fern Ridge Middle School Carpet Removal and Replacement | Yes |
| 2084 Fern Ridge SD 28J | ESSER III | 2084-16 | Elmira High school intercom - communication system | Yes |
| 2084 Fern Ridge SD 28J | ESSER III | 2084-17 | Fern Ridge School District Warehouse Improvements | Yes |
| 2084 Fern Ridge SD 28J | ESSER III | 2084-18 | EHS Hot Water Heater | Yes |
| 2241 Forest Grove SD 15 | ESSER II | 2241-01 | Unit Ventilator Replacement | Yes |
| 2241 Forest Grove SD 15 | ESSER II | 2241-02 | Air Handler Replacement | Yes |
| 2241 Forest Grove SD 15 | ESSER II | 2241-03 | Neil Armstrong MS Exhaust | Yes |
| 2241 Forest Grove SD 15 | ESSER III | 2241-04 | FGCS Classroom Remodel | Yes |
| 2241 Forest Grove SD 15 | ESSER III | 2241-05 | FGCS HVAC Upgrade | Yes |
| 2241 Forest Grove SD 15 | ESSER II | 2241-06 | FX 80 Upgrades | Yes |
| 2241 Forest Grove SD 15 | ESSER II | 2241-07 | Neil Armstrong MS Boiler | Yes |
| 2241 Forest Grove SD 15 | ESSER III | 2241-08 | Neil Armstrong Storage Container | Yes |
| 2241 Forest Grove SD 15 | ESSER II | 2241-09 | HVAC Improvements | Yes |
| 2241 Forest Grove SD 15 | ESSER III | 2241-10 | Window Replacements | Yes |
| 2241 Forest Grove SD 15 | ESSER III | 2241-11 | Chiller Replacement | Yes |
| 2241 Forest Grove SD 15 | ESSER III | 2241-12 | Safety & Security | Yes |
| 2248 Fossil SD 21J | ESSER II | 2248-01A | Upgrade Grade School HVAC | Yes |
| 2248 Fossil SD 21J | ESSER III | 2248-01B | Upgrade Grade School HVAC | Yes |
| 4040 Four Rivers Community School | ESSER II | 2108-100 | FRCS Elementary/Jr Prep Outdoor Table | Yes |
| 4040 Four Rivers Community School | ESSER II | 2108-101 | FRCS Classroom Desks | Yes |
| 4040 Four Rivers Community School | ESSER II | 2108-102 | FRCS Upgrade to VOIP Phone Systems | Yes |
| 4040 Four Rivers Community School | ESSER II | 2108-103 | FRCS Jr Prep Carpet Replacement | Yes |
| 4040 Four Rivers Community School | ESSER II | 2108-104 | FRCS Storage Container | Yes |
| 4040 Four Rivers Community School | ESSER II | 2108-105 | FRCS Outdoor Basketball Court | Yes |
| 4040 Four Rivers Community School | ESSER II | 2108-106 | FRCS Community School Front Parking Lot | Yes |
| 4040 Four Rivers Community School | ESSER II | 2108-107 | Tennis Courts | Yes |
| 4040 Four Rivers Community School | ESSER II | 2108-108 | IT Office Space | Yes |
| 4040 Four Rivers Community School | ESSER II | 2108-109A | Purchase of Additional Facility Space | Yes |
| 4040 Four Rivers Community School | ESSER III | 2108-109B | Purchase of Additional Facility Space | Yes |
| 4040 Four Rivers Community School | ESSER III | 2108-110 | Painting of Purchased Facility | Yes |
| 4040 Four Rivers Community School | ESSER III | 2108-111 | Security Cameras for Purchased Facility | Yes |
| 4040 Four Rivers Community School | ESSER III | 2108-112 | Outdoor Electronic Reader Board | Yes |

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| 4040 | Four Rivers Community School | ESSER III | 2108-113 | FRCS Exterior Door | Yes |
| 4040 | Four Rivers Community School | ESSER III | 2108-114 | Wall for Health and Wellness Space | Yes |
| 4040 | Four Rivers Community School | ESSER III | 2108-115 | Health and Wellness Equipment | Yes |
| 4040 | Four Rivers Community School | ESSER III | 2108-116 | Flooring for Yoga Space | Yes |
| 4040 | Four Rivers Community School | ESSER III | 2108-117 | Gender Neutral Staff Restroom | Yes |
| 4040 | Four Rivers Community School | ESSER III | 2108-118 | School Accounting Software | Yes |
| 4040 | Four Rivers Community School | ESSER III | 2108-220 | Gym Floor Replacement | Yes |
| 2245 | Gaston SD 511J | ESSER III | 2245-01 | Gaston SD Touchless Drinking Fountains | Yes |
| 2245 | Gaston SD 511J | ESSER III | 2245-02 | Gaston SD 30x20 Carport for Outdoor Eating Space (x2) | Yes |
| 2245 | Gaston SD 511J | ESSER II | 2245-03 | Gaston JSHS Lighting Pole Restoration | Yes |
| 2245 | Gaston SD 511J | ESSER II | 2245-04 | HVAC Air Circulation | Yes |
| 2245 | Gaston SD 511J | ESSER II | 2245-05 | Outside Lighting | Yes |
| 2137 | Gervais SD 1 | ESSER II | 2137-01 | Gervais SD Insta-Trace Tracking Badges | Yes |
| 2137 | Gervais SD 1 | ESSER II | 2137-02 | Gervais SD Replace Infrastructure Switches | Yes |
| 2137 | Gervais SD 1 | ESSER II | 2137-03 | Gervais SD Chromebooks | Yes |
| 2137 | Gervais SD 1 | ESSER II | 2137-04 | Gervais SD Touchless Paper Towel and Soap Dispensers | Yes |
| 2137 | Gervais SD 1 | ESSER II | 2137-05 | Sam Brown Academy Window Replacement | Yes |
| 2137 | Gervais SD 1 | ESSER II | 2137-06 | GMS Sport Court Flooring, part 1 | Yes |
| 2137 | Gervais SD 1 | ESSER II | 2137-07 | Infrastructure Upgrades | Yes |
| 2137 | Gervais SD 1 | ESSER II | 2137-08 | Gervais Elementary School Tent | Yes |
| 2137 | Gervais SD 1 | ESSER III | 2137-09 | Gervais Middle School Tent | Yes |
| 2137 | Gervais SD 1 | ESSER II | 2137-10 | District Hotspots | Yes |
| 2137 | Gervais SD 1 | ESSER II | 2137-11 | TeachLogic IRQ-3650 Quantum II Wireless System | Yes |
| 2137 | Gervais SD 1 | ESSER III | 2137-12 | Contact Tracing Badges Batteries & Subscription Renewal | Yes |
| 2137 | Gervais SD 1 | ESSER III | 2137-13 | GMS Sport Court Flooring, part 2 | Yes |
| 2137 | Gervais SD 1 | ESSER III | 2137-14 | Tech: Wireless bridge; Laptops and Chromebooks | Yes |
| 2137 | Gervais SD 1 | ESSER III | 2137-15 | GHS Commercial Washing Machine | Yes |
| 2137 | Gervais SD 1 | ESSER III | 2137-16 | Gervais Middle School Desks | Yes |
| 1931 | Gladstone SD 115 | ESSER II | 1931-01 | Germicidal UV-C Equipment & Retrofit Installation | Yes |
| 1931 | Gladstone SD 115 | ESSER II | 1931-02 | Kraxberger Middle School Boiler Conversion | Yes |
| 2000 | Glendale SD 77 | ESSER III | 2000-01 | Glendale Elementary School Parking Lot Paving | Yes |
| 2000 | Glendale SD 77 | ESSER III | 2000-02 | Glendale Jr. High/High School Parking Lot Paving/Resealing/Coating | Yes |
| 2000 | Glendale SD 77 | ESSER III | 2000-03 | Glendale Jr. High/High School Community Basketball Court Paving | Yes |
| 2000 | Glendale SD 77 | ESSER II | 2000-04 | Glendale High School Merchandiser Equipment | Yes |
| 2000 | Glendale SD 77 | ESSER III | 2000-06 | Bleachers for the High School | Yes |
| 2000 | Glendale SD 77 | ESSER II | 2000-07 | Digital Reader Board for Junior/High School | Yes |
| 2000 | Glendale SD 77 | ESSER II | 2000-08 | Digital Reader Board for Elementary School | Yes |
| 1992 | Glide SD 12 | ESSER II | 1992-01 | Elementary Window Tinting | Yes |
| 1992 | Glide SD 12 | ESSER II | 1992-02 | Middle/High School Window Tinting | Yes |
| 1992 | Glide SD 12 | ESSER II | 1992-03 | Glide Elementary School Play Structure and Resurfacing | Yes |
| 1992 | Glide SD 12 | ESSER II | 1992-04A | Outdoor Cover Structure | Yes |
| 1992 | Glide SD 12 | ESSER III | 1992-04B | Outdoor Cover Structure | Yes |
| 2054 | Grants Pass SD 7 | ESSER II | 2054-01 | Lincoln Elementary HVAC Improvements | Yes |
| 2054 | Grants Pass SD 7 | ESSER II | 2054-02 | Redwood Elementary HVAC Improvements | Yes |
| 2054 | Grants Pass SD 7 | ESSER II | 2054-03 | Riverside Elementary Classroom Addition | Yes |
| 2054 | Grants Pass SD 7 | ESSER II | 2054-04 | North Middle School Track and Field Upgrade | Yes |
| 2054 | Grants Pass SD 7 | ESSER III | 2054-05 | South Middle School Track and Field Upgrade | Yes |
| 2054 | Grants Pass SD 7 | ESSER III | 2054-06 | Grants Pass SD Vehicle Purchase (6xVans) | Yes |
| 2054 | Grants Pass SD 7 | ESSER III | 2054-07 | Highland Elementary Asbestos Abatement and Carpet Installation | Yes |
| 2054 | Grants Pass SD 7 | ESSER II | 2054-08 | Board Room Audio Video | Yes |
| 2054 | Grants Pass SD 7 | ESSER III | 2054-09 | GP Flex Modular Classrooms | Yes |

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| 2054 | Grants Pass SD 7 | ESSER III | 2054-10 | GP Flex Modular Classrooms | Yes |
| 2054 | Grants Pass SD 7 | ESSER III | 2054-11 | HVAC Installation | Yes |
| 2054 | Grants Pass SD 7 | ESSER II | 2054-12 | Outdoor Classroom Space | Yes |
| 2054 | Grants Pass SD 7 | ESSER III | 2054-13 | Bathroom Upgrades Grants Pass HS | Yes |
| 2054 | Grants Pass SD 7 | ESSER II | 2054-14 | Bathroom Upgrades North MS | Yes |
| 2054 | Grants Pass SD 7 | ESSER II | 2054-15 | Bathroom Upgrades South MS | Yes |
| 2054 | Grants Pass SD 7 | ESSER II | 2054-16 | PAC Streaming Technology | Yes |
| 2054 | Grants Pass SD 7 | ESSER II | 2054-17 | Band-Theater Streaming Technology | Yes |
| 2054 | Grants Pass SD 7 | ESSER II | 2054-18 | Board Room Audio Video (additional costs to finish project) | Yes |
| 2054 | Grants Pass SD 7 | ESSER II | 2054-19 | South Middle School Classroom-Restroom Addition | Yes |
| 2054 | Grants Pass SD 7 | ESSER II | 2054-20 | North Middle School Classroom-Restroom Addition | Yes |
| 2054 | Grants Pass SD 7 | ESSER II | 2054-21 | Equipment for Modular Classrooms | Yes |
| 2054 | Grants Pass SD 7 | ESSER II | 2054-22 | Gladiola HS Fencing | Yes |
| 2054 | Grants Pass SD 7 | ESSER II | 2054-23 | Grants Pass HS Fencing | Yes |
| 2054 | Grants Pass SD 7 | ESSER II | 2054-24 | Gym floor refinishing various locations. | Yes |
| 2054 | Grants Pass SD 7 | ESSER II | 2054-25 | Intercom System - Gladiola Campus | Yes |
| 2100 | Greater Albany Public SD 8J | ESSER III | 2100-01 | Takena Elementary School Expansion | Yes |
| 2100 | Greater Albany Public SD 8J | ESSER III | 2100-02 | South Shore Elementary School Expansion | Yes |
| 2100 | Greater Albany Public SD 8J | ESSER II | 2100-03A | Waverly Elementary Modular | Yes |
| 2100 | Greater Albany Public SD 8J | ESSER III | 2100-03B | Waverly Elementary Modular | Yes |
| 2100 | Greater Albany Public SD 8J | ESSER II | 2100-04A | North Albany Elementary Modular | Yes |
| 2100 | Greater Albany Public SD 8J | ESSER III | 2100-04B | North Albany Elementary Modular | Yes |
| 2100 | Greater Albany Public SD 8J | ESSER III | 2100-05 | Central School Heating and Cooling Central Air Handling System | Yes |
| 2183 | Gresham-Barlow SD 10J | ESSER II | 2183-01 | eGBSD Learning Center Remodel | Yes |
| 2183 | Gresham-Barlow SD 10J | ESSER II | 2183-02 | Metro East Web Academy HVAC upgrade | Yes |
| 2183 | Gresham-Barlow SD 10J | ESSER II | 2183-03 | Gresham HS Vape Sensors | Yes |
| 2183 | Gresham-Barlow SD 10J | ESSER II | 2183-04 | Barlow HS Vape Sensors | Yes |
| 2183 | Gresham-Barlow SD 10J | ESSER II | 2183-05 | Springwater Trail HS Vape Sensors | Yes |
| 2183 | Gresham-Barlow SD 10J | ESSER II | 2183-06 | Dexter McCarty MS Vape Sensors | Yes |
| 2183 | Gresham-Barlow SD 10J | ESSER II | 2183-07 | Clear Creek MS Vape Sensors | Yes |
| 2183 | Gresham-Barlow SD 10J | ESSER II | 2183-08 | Gordon Russell MS Vape Sensors | Yes |
| 2183 | Gresham-Barlow SD 10J | ESSER II | 2183-09 | West Orient MS Vape Sensors | Yes |
| 2183 | Gresham-Barlow SD 10J | ESSER II | 2183-10 | Deep Creek Damascus K-8 Vape Sensors | Yes |
| 2183 | Gresham-Barlow SD 10J | ESSER II | 2183-11 | Hall Elementary School HVAC Controls | Yes |
| 2183 | Gresham-Barlow SD 10J | ESSER II | 2183-12 | Hollydale Elementary School HVAC Controls | Yes |
| 2183 | Gresham-Barlow SD 10J | ESSER II | 2183-13 | Deep Creek Damascus K-8 School HVAC Controls | Yes |
| 2183 | Gresham-Barlow SD 10J | ESSER III | 2183-14 | Flexible Learning Experiences Facility Remodel | Yes |
| 2014 | Harney County SD 3 | ESSER II | 2014-01 | Audio/Video/Security Enhancement - Slater Elementary School | Yes |
| 2014 | Harney County SD 3 | ESSER II | 2014-02 | Audio/Video/Security Enhancement - Burns High School | Yes |
| 2014 | Harney County SD 3 | ESSER II | 2014-03 | Audio/Video/Security Enhancement - Hines Middle School | Yes |
| 2114 | Harper SD 66 | ESSER III | 2114-01 | HVAC Replacement | Yes |
| 2099 | Harrisburg SD 7J | ESSER III | 2099-01 | Elementary School/Middle School HVAC | Yes |
| 2201 | Helix SD 1 | ESSER II | 2201-01 | Helix SD Custodial Floor Scrubber | Yes |
| 2201 | Helix SD 1 | ESSER II | 2201-02 | Helix SD Custodial Battery Powered Floor Mop - I-mop XL Plus 18" | Yes |
| 2206 | Hermiston SD 8 | ESSER II | 2206-01 | Sandstone Middle School Clock & IP Speaker Upgrade | Yes |
| 2206 | Hermiston SD 8 | ESSER II | 2206-03 | Desert View Elementary School HVAC Upgrade | Yes |
| 2206 | Hermiston SD 8 | ESSER III | 2206-04 | HHS Athletic Trainer Room Expansion | Yes |
| 2206 | Hermiston SD 8 | ESSER III | 2206-05 | HHS HVAC Chiller | Yes |
| 2206 | Hermiston SD 8 | ESSER III | 2206-06 | WPES HVAC Chiller | Yes |
| 2206 | Hermiston SD 8 | ESSER III | 2206-07 | HHS SPED Conference Rooms | Yes |
| 2206 | Hermiston SD 8 | ESSER II | 2206-08 | Rocky Heights Elem. I-MOPXL floor scrubber | Yes |

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| 2206 Hermiston SD 8 | ESSER II | 2206-09 | Rocky Heights Elem. I-MOPXL floor scrubber | Yes |
| 2206 Hermiston SD 8 | ESSER II | 2206-10 | District Office Carpet Extractor | Yes |
| 2206 Hermiston SD 8 | ESSER II | 2206-11 | DVES Carpet Extractor | Yes |
| 2206 Hermiston SD 8 | ESSER II | 2206-12 | HHS Carpet Extractor | Yes |
| 2206 Hermiston SD 8 | ESSER II | 2206-13 | LHES Scrubber | Yes |
| 2206 Hermiston SD 8 | ESSER II | 2206-14 | RHES Scrubber | Yes |
| 1975 High Desert ESD | ESSER II | 1975-01 | Plasma Air Ionization Air Cleaners at PEC | Yes |
| 1975 High Desert ESD | ESSER II | 1975-02 | Plasma Air Cleaners at Alyce Hatch Center | Yes |
| 1975 High Desert ESD | ESSER II | 1975-03 | Plasma Air Cleaners at Manzanita Building | Yes |
| 1975 High Desert ESD | ESSER II | 1975-04 | Plasma Air Cleaners at HDREC Building | Yes |
| 1975 High Desert ESD | ESSER II | 1975-05 | Primeville Education Center Classroom Construction | Yes |
| 1975 High Desert ESD | ESSER II | 1975-06 | Madras Classroom Bathroom Addition | Yes |
| 1975 High Desert ESD | ESSER II | 1975-07 | Tamarack Vestibule | Yes |
| 1975 High Desert ESD | ESSER II | 1975-08 | Soundproof Pods | Yes |
| 2239 Hillsboro SD 1J | ESSER II | 2239-01 | Witch Hazel Elementary School HVAC | Yes |
| 2239 Hillsboro SD 1J | ESSER II | 2239-02 | Imlay Elementary School HVAC Controls Retrofit | Yes |
| 2239 Hillsboro SD 1J | ESSER II | 2239-03 | Nutrition Services Bulk Receiving Freezer Project | Yes |
| 2239 Hillsboro SD 1J | ESSER II | 2239-04 | Jackson Elementary School HVAC Controls Retrofit | Yes |
| 2239 Hillsboro SD 1J | ESSER II | 2239-07 | Butternut Creek Elementary School HVAC Controls Retrofit 2021 | Yes |
| 2239 Hillsboro SD 1J | ESSER III | 2239-08 | Type 20 Activity Bus Purchases | Yes |
| 2239 Hillsboro SD 1J | ESSER II | 2239-09 | School Bus Purchases | Yes |
| 2239 Hillsboro SD 1J | ESSER III | 2239-10 | Administration Center Building Improvements | Yes |
| 2024 Hood River County SD | ESSER III | 2024-01 | Mid Valley Elementary School Air Handling Repair | Yes |
| 2024 Hood River County SD | ESSER III | 2024-02 | Parkdale Ventilation and Air Handling Installation | Yes |
| 2215 Imbler SD 11 | ESSER II | 2215-02 | High School Foyer/Office HVAC | Yes |
| 2215 Imbler SD 11 | ESSER III | 2215-03 | Locker Room Relocation | Yes |
| 2215 Imbler SD 11 | ESSER II | 2215-04 | Gym HVAC | Yes |
| 2200 InterMountain ESD | ESSER II | 2200-01 | Malheur ESD HVAC -EI/ECSE | Yes |
| 2200 InterMountain ESD | ESSER II | 2200-02 | Carpet Extractor | Yes |
| 2200 InterMountain ESD | ESSER II | 2200-03 | Main Building Mini-Split | Yes |
| 2200 InterMountain ESD | ESSER II | 2200-04 | Malheur EI/ECSE Playground Project | Yes |
| 2200 InterMountain ESD | ESSER II | 2200-05 | Main Building Mini-Split 2nd Request | Yes |
| 3997 Ione SD R2 | ESSER II | 3997-01 | Air Quality Improvements | Yes |
| 2053 Jefferson County SD 509J | ESSER II | 2053-01 | JCMS - HVAC Repairs | Yes |
| 2053 Jefferson County SD 509J | ESSER II | 2053-02 | Pavilion Structures | Yes |
| 2053 Jefferson County SD 509J | ESSER II | 2053-02A | Pavilion Structures- Additional Buildings | Yes |
| 2053 Jefferson County SD 509J | ESSER II | 2053-03 | Storage Units | Yes |
| 2049 Jefferson ESD | ESSER II | 2049-01 | HVAC and Lighting Upgrades | Yes |
| 2049 Jefferson ESD | ESSER II | 2049-02 | Exterior Door Replacement | Yes |
| 2140 Jefferson SD 14J | ESSER II | 2140-01 | Jefferson High School Bleachers | Yes |
| 1934 Jewell SD 8 | ESSER III | 1934-01 | Internet Towers for Jewell School Community | Yes |
| 1934 Jewell SD 8 | ESSER III | 1934-02 | HVAC Updates Jewell High School | Yes |
| 1934 Jewell SD 8 | ESSER II | 1934-03 | New Bus | Yes |
| 1934 Jewell SD 8 | ESSER II | 1934-04 | Gym partition/wall/curtain | Yes |
| 1934 Jewell SD 8 | ESSER II | 1934-05A | Enlarge Commons Area | Yes |
| 1934 Jewell SD 8 | ESSER III | 1934-05B | Enlarge Commons Area | Yes |
| 2008 John Day SD 3 | ESSER II | 2008-01 | Phone system upgrade | Yes |
| 2008 John Day SD 3 | ESSER II | 2008-02 | Camera system upgrade | Yes |
| 2008 John Day SD 3 | ESSER II | 2008-03 | Website upgrade | Yes |
| 2008 John Day SD 3 | ESSER II | 2008-04 | Humbolt Elem and Grant Union Jr/Sr High School Chromebooks | Yes |
| 2008 John Day SD 3 | ESSER II | 2008-05 | Air Purifiers | Yes |

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| 2107 | Jordan Valley SD 3 | ESSER II | 2107-01 | High school Security Camera System | Yes |
| 2107 | Jordan Valley SD 3 | ESSER II | 2107-02 | Desks and Chairs for Jordan Valley Elementary and Rockville Elementary | Yes |
| 2107 | Jordan Valley SD 3 | ESSER II | 2107-03 | New Carpet and Linoleum for Jordan Valley Elementary | Yes |
| 2091 | Junction City SD 69 | ESSER III | 2091-01A | Modular Classrooms for Oaklea Middle School | Yes |
| 2091 | Junction City SD 69 | ESSER II | 2091-01B | Modular Classrooms for Oaklea Middle School | Yes |
| 2091 | Junction City SD 69 | ESSER III | 2091-02 | JCHS Window Replacement | Yes |
| 2091 | Junction City SD 69 | ESSER III | 2091-03 | Junction City High School-West Wing | Yes |
| 2091 | Junction City SD 69 | ESSER III | 2091-04 | Junction City High School-East Wing HVAC Units | Yes |
| 2091 | Junction City SD 69 | ESSER III | 2091-05 | Junction City High School Preschool Promise Room Update | Yes |
| 2109 | Juntura SD 12 | ESSER II | 2109-01 | Juntura SD Playground | Yes |
| 2109 | Juntura SD 12 | ESSER III | 2109-02 | Juntura SD Window Installation | Yes |
| 2057 | Klamath County SD | ESSER II | 2057-01 | Shasta Elementary Classroom Addition | Yes |
| 2057 | Klamath County SD | ESSER II | 2057-02 | Chiloquin Track Renovation | Yes |
| 2057 | Klamath County SD | ESSER III | 2057-04 | Shasta Elementary Bathroom Remodel | Yes |
| 2057 | Klamath County SD | ESSER III | 2057-05 | Mazama Turf Fields | Yes |
| 2057 | Klamath County SD | ESSER III | 2057-06 | Henley High School HVAC | Yes |
| 2057 | Klamath County SD | ESSER III | 2057-08 | Chiloquin High School Turf Field | Yes |
| 2057 | Klamath County SD | ESSER III | 2057-09 | Chiloquin Elementary New Flooring | Yes |
| 2057 | Klamath County SD | ESSER III | 2057-10 | Merrill Elementary School Flooring Upgrades | Yes |
| 2057 | Klamath County SD | ESSER III | 2057-11 | High School Bleacher Replacement | Yes |
| 2057 | Klamath County SD | ESSER III | 2057-13 | Peterson Elementary Parking Lot Resurface-Restriping | Yes |
| 2057 | Klamath County SD | ESSER III | 2057-14 | Stearns Elementary Track Project | Yes |
| 2057 | Klamath County SD | ESSER III | 2057-15 | Lost River Community Center Construction | Yes |
| 2057 | Klamath County SD | ESSER III | 2057-17 | Ferguson Elementary HVAC Controls Upgrade | Yes |
| 2057 | Klamath County SD | ESSER III | 2057-18 | HVAC Controls Upgrade - Malin Elementary School | Yes |
| 2057 | Klamath County SD | ESSER III | 2057-19 | District Firewall Upgrade | Yes |
| 2057 | Klamath County SD | ESSER III | 2057-20 | Remodel/Renovation of Mazama HS Kitchen | Yes |
| 2057 | Klamath County SD | ESSER II | 2057-21 | Chiloquin Gymnasium | Yes |
| 2057 | Klamath County SD | ESSER III | 2057-22 | Bonanza Gymnasium | Yes |
| 2057 | Klamath County SD | ESSER II | 2057-23 | Henley High School Green House | Yes |
| 2057 | Klamath County SD | ESSER II | 2057-24 | McKinney Vento Homeless Liaison Vehicle | Yes |
| 2057 | Klamath County SD | ESSER II | 2057-25 | Alternative Ed Annex Renovation | Yes |
| 2057 | Klamath County SD | ESSER III | 2057-26 | Henley Middle School Expansion and Renovation | Yes |
| 2057 | Klamath County SD | ESSER III | 2057-27 | Brixner Junior High School Expansion and Renovation | Yes |
| 2056 | Klamath Falls City Schools | ESSER II | 2016-04 | Pelican Elementary HVAC | pending |
| 2056 | Klamath Falls City Schools | ESSER II | 2016-05 | Roosevelt Elementary HVAC | Yes |
| 2056 | Klamath Falls City Schools | ESSER II | 2056-01 | Classroom Remodel EagleRidge High School | Yes |
| 2056 | Klamath Falls City Schools | ESSER II | 2056-02 | Network Security and Capacity Improvement | Yes |
| 2056 | Klamath Falls City Schools | ESSER II | 2056-03 | Bus Purchase | Yes |
| 2056 | Klamath Falls City Schools | ESSER III | 2056-06 | EagleRidge High School CTE Building | pending |
| 2262 | Knapapa SD 4 | ESSER II | 2262-01 | Knapapa High School HVAC Updates | Yes |
| 2262 | Knapapa SD 4 | ESSER II | 2262-02 | Knapapa High School Window Updates | Yes |
| 2262 | Knapapa SD 4 | ESSER III | 2262-03 | Hilda Lahti Elementary HVAC Controls | Yes |
| 2212 | La Grande SD 1 | ESSER III | 2212-01 | Summer Activities Transportation and IT Services | Yes |
| 2212 | La Grande SD 1 | ESSER III | 2212-02 | Greenwood Playground | Yes |
| 2212 | La Grande SD 1 | ESSER III | 2212-03 | Island City Elementary - Expanding Student Play | Yes |
| 2059 | Lake County SD 7 | ESSER III | 2059-01 | Snow Plow Pickup | Yes |
| 2064 | Lane ESD | ESSER II | 2064-01 | Westmoreland HVAC Upgrades | Yes |
| 2064 | Lane ESD | ESSER II | 2064-02 | Touchless Water Dispenser Installation | Yes |
| 2064 | Lane ESD | ESSER II | 2064-03 | Touchless Water Dispensers, Spark Lab | Yes |
| 2064 | Lane ESD | ESSER II | 2064-04 | Westmoreland Campus Outdoor Furniture | Yes |

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| 2064 Lane ESD | ESSER II | 2064-06 | HVAC Upgrades to Lane ESD Main Campus | Yes |
| 2064 Lane ESD | ESSER II | 2064-07 | Technology Workspace Expansion | Yes |
| 2064 Lane ESD | ESSER II | 2064-08 | Migrant Education Space Remodel | Yes |
| 2064 Lane ESD | ESSER II | 2064-09 | Westmoreland Patio Project | Yes |
| 2101 Lebanon Community SD 9 | ESSER II | 2101-01 | Seven Oak Middle School Modular Classrooms | Yes |
| 2101 Lebanon Community SD 9 | ESSER II | 2101-02 | Sand Ridge Charter School Equipment, HVAC, and Storage | Yes |
| 2101 Lebanon Community SD 9 | ESSER II | 2101-03 | LHS Gym Indoor Air Quality Repair | Yes |
| 2101 Lebanon Community SD 9 | ESSER III | 2101-04 | Seven Oak Middle School Modular Classrooms | Yes |
| 2101 Lebanon Community SD 9 | ESSER III | 2101-05 | Sandridge Charter Flooring and Parking Lot Updates | Yes |
| 2101 Lebanon Community SD 9 | ESSER II | 2101-06 | Food Service Counter | Yes |
| 2101 Lebanon Community SD 9 | ESSER III | 2101-07 | Food Preparation Refrigeration Unit | Yes |
| 2097 Lincoln County SD | ESSER III | 2097-01 | Yaquina View Elementary Gym | Yes |
| 2097 Lincoln County SD | ESSER II | 2097-02 | Siletz Valley School MS Bathroom Upgrades and Renovations | Yes |
| 2097 Lincoln County SD | ESSER III | 2097-03 | Newport High School Outdoor Grandstands & Bathrooms | Yes |
| 2097 Lincoln County SD | ESSER II | 2097-04 | Siletz Valley School Bleachers - Indoor/Outdoor Activities | Yes |
| 2097 Lincoln County SD | ESSER II | 2097-05 | Siletz Valley School Classroom Carpet and Flooring | Yes |
| 2097 Lincoln County SD | ESSER II | 2097-06 | TAHS Emergency Communications | Yes |
| 2097 Lincoln County SD | ESSER II | 2097-07 | Taft High School Communications | Yes |
| 2097 Lincoln County SD | ESSER II | 2097-08 | TLC Public Address System | Yes |
| 2097 Lincoln County SD | ESSER III | 2097-09 | Siletz Gates/Fencing | Yes |
| 2097 Lincoln County SD | ESSER III | 2097-10 | Siletz Valley Schools - Phone System Upgrade | Yes |
| 2097 Lincoln County SD | ESSER III | 2097-11 | Compass K-12 Online School - Arcadia Phone System | Yes |
| 2098 Linn Benton Lincoln ESD | ESSER II | 2098-01 | LBL ESD HVAC Improvement | Yes |
| 2098 Linn Benton Lincoln ESD | ESSER II | 2098-02 | LBL ESD Window Improvement | Yes |
| 2098 Linn Benton Lincoln ESD | ESSER II | 2098-03 | Dixie School ADA Ramp Replacement | Yes |
| 2012 Long Creek SD 17 | ESSER II | 2012-01 | School District Staff Housing Repair | Yes |
| 2012 Long Creek SD 17 | ESSER III | 2012-02 | School District Gym Floor Repair | Yes |
| 2012 Long Creek SD 17 | ESSER III | 2012-03 | LC School District Security Cameras | Yes |
| 2012 Long Creek SD 17 | ESSER II | 2012-04 | Playground Safety | Yes |
| 2092 Lowell SD 71 | ESSER III | 2092-01 | Lowell High School Outdoor Weight Room Tents | Yes |
| 2092 Lowell SD 71 | ESSER III | 2092-02 | Lowell High School Outdoor Weight Training Fitness Equipment | Yes |
| 2092 Lowell SD 71 | ESSER III | 2092-03 | Business Office Manager Office Upgrade | Yes |
| 2092 Lowell SD 71 | ESSER III | 2092-04 | Additional Classroom Space | Yes |
| 2092 Lowell SD 71 | ESSER III | 2092-05 | Summer Learning Program Vans | Pending |
| 2106 Malheur ESD Region 14 | ESSER II | 2106-01 | Malheur Early Learning Center Classrooms | Yes |
| 2085 Mapleton SD 32 | ESSER II | 2085-01 | Bus Purchase | Yes |
| 2085 Mapleton SD 32 | ESSER III | 2085-02 | Elementary School Preparation | Yes |
| 2085 Mapleton SD 32 | ESSER III | 2085-03 | Elementary Play Structure | Yes |
| 2094 Marcola SD 79J | ESSER II | 2094-01A | Marcola SD Portables and Restroom | Yes |
| 2094 Marcola SD 79J | ESSER III | 2094-01B | Marcola SD Portables and Restroom | Yes |
| 2094 Marcola SD 79J | ESSER II | 2094-02A | Electronic Door Locks | Yes |
| 2094 Marcola SD 79J | ESSER III | 2094-02B | Electronic Door Locks | Yes |
| 2090 McKenzie SD 68 | ESSER III | 2090-01 | McKenzie School Bus | Yes |
| 2090 McKenzie SD 68 | ESSER III | 2090-02 | Improvement to preschool space | Yes |
| 2048 Medford SD 549C | ESSER II | 2048-01 | Jefferson Elementary HVAC | Yes |
| 2048 Medford SD 549C | ESSER II | 2048-02 | Hoover Elementary HVAC | Yes |
| 2048 Medford SD 549C | ESSER II | 2048-03 | Purchase of Facility for Online Academy | Yes |
| 2048 Medford SD 549C | ESSER III | 2048-04 | Oakdale Facility Expansion | Yes |
| 2048 Medford SD 549C | ESSER II | 2048-05 | Medford SD Education Center HVAC | Yes |
| 2048 Medford SD 549C | ESSER II | 2048-06 | McLoughlin Middle School HVAC | Yes |
| 2048 Medford SD 549C | ESSER II | 2048-07 | Hedrick Middle School HVAC | Yes |

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| 2048 | Medford SD 549C | ESSER II | 2048-08 | Maslow Project HVAC | Yes |
| 2048 | Medford SD 549C | ESSER II | 2048-09 | Griffen Creek Elementary HVAC | Yes |
| 2048 | Medford SD 549C | ESSER III | 2048-10 | Jacksonville Elementary HVAC | Yes |
| 2048 | Medford SD 549C | ESSER II | 2048-11 | Medford Online Academy HVAC | Yes |
| 2048 | Medford SD 549C | ESSER II | 2048-12 | MSDEC Gym Chiller | Yes |
| 2048 | Medford SD 549C | ESSER II | 2048-13 | Madrone Trail Charter School Yurts | Yes |
| 2048 | Medford SD 549C | ESSER II | 2048-14 | Battery Backup Unit for Additional Surveillance System | Yes |
| 2048 | Medford SD 549C | ESSER II | 2048-15 | Outdoor CTE Classroom and Storage Facility | Yes |
| 2048 | Medford SD 549C | ESSER III | 2048-16 | Outdoor Seating Tables | Yes |
| 2048 | Medford SD 549C | ESSER II | 2048-17 | Oakdale Middle School Auditorium Chiller | Yes |
| 2048 | Medford SD 549C | ESSER II | 2048-18 | Medford Annex HVAC Upgrade | Yes |
| 2048 | Medford SD 549C | ESSER III | 2048-19 | The Valley School of Southern Oregon Larger Classrooms | Yes |
| 2048 | Medford SD 549C | ESSER III | 2048-20 | Madrone Trail Charter Modular Classroom | Yes |
| 2048 | Medford SD 549C | ESSER III | 2048-21 | Madrone Trail Charter Early Grades Bathroom Update | Yes |
| 2048 | Medford SD 549C | ESSER II | 2048-22 | School Activities Van - Logos | Yes |
| 2048 | Medford SD 549C | ESSER II | 2048-23A | Student Information System Upgrade - Logos | Yes |
| 2048 | Medford SD 549C | ESSER III | 2048-23B | Student Information System Upgrade - Logos | Yes |
| 2048 | Medford SD 549C | ESSER II | 2048-24 | Security Upgrades- Logos | Yes |
| 2048 | Medford SD 549C | ESSER III | 2048-25 | The Valley School Charter Multi-Purpose Space | Yes |
| 2205 | Milton-Freewater Unified SD 7 | ESSER II | 2205-01 | Lunch Services Vehicle - Cargo Van | Yes |
| 2205 | Milton-Freewater Unified SD 7 | ESSER II | 2205-02 | Transportation Ford Passenger SUV | Yes |
| 2205 | Milton-Freewater Unified SD 7 | ESSER II | 2205-03 | High School Gym HVAC | Yes |
| 2205 | Milton-Freewater Unified SD 7 | ESSER II | 2205-04 | Ferndale Elementary HVAC | Yes |
| 2205 | Milton-Freewater Unified SD 7 | ESSER II | 2205-06 | District Intercom and Alert System | Yes |
| 2205 | Milton-Freewater Unified SD 7 | ESSER II | 2205-07 | Teacher Instructional Flat Panels | Yes |
| 2205 | Milton-Freewater Unified SD 7 | ESSER II | 2205-08 | Lighting Structure System at Grove Complex | Yes |
| 2205 | Milton-Freewater Unified SD 7 | ESSER II | 2205-09 | Gymnasium Curtain Dividers | Yes |
| 2205 | Milton-Freewater Unified SD 7 | ESSER II | 2205-10 | Lighting Structure System at Shockman Complex | Yes |
| 2205 | Milton-Freewater Unified SD 7 | ESSER II | 2205-11A | Building Educational Additional Classrooms | Yes |
| 2205 | Milton-Freewater Unified SD 7 | ESSER III | 2205-11B | Building Educational Additional Classrooms | Yes |
| 2205 | Milton-Freewater Unified SD 7 | ESSER II | 2205-12 | Ford Passenger SUV #2 | Yes |
| 2205 | Milton-Freewater Unified SD 7 | ESSER III | 2205-13 | Interactive Flat Panels | Yes |
| 2205 | Milton-Freewater Unified SD 7 | ESSER II | 2205-14 | Central Middle School HVAC | Yes |
| 2249 | Mitchell SD 55 | ESSER II | 2249-01 | Dormitory HVAC System | Yes |
| 2249 | Mitchell SD 55 | ESSER III | 2249-02 | Type 10 Transportation | Yes |
| 1925 | Molalla River SD 35 | ESSER III | 1925-01 | Molalla River Academy Middle School Modular | Yes |
| 1898 | Monroe SD 1J | ESSER III | 1898-01 | Monroe Grade School Outdoor Learning Space | Yes |
| 1898 | Monroe SD 1J | ESSER III | 1898-02 | Monroe High School Outdoor Learning Space | Yes |
| 1898 | Monroe SD 1J | ESSER II | 1898-03 | Monroe Grade School Ventilation Upgrade | Yes |
| 2147 | Morrow SD 1 | ESSER II | 2147-01 | Windy River Elementary Parking Lot | Yes |
| 2147 | Morrow SD 1 | ESSER II | 2147-02 | Sam Boardman Elementary Parking Lot | Yes |
| 2147 | Morrow SD 1 | ESSER II | 2147-03 | Type 10 Vehicles | Yes |
| 2147 | Morrow SD 1 | ESSER II | 2147-04 | Entry Security (All Schools) | Yes |
| 2147 | Morrow SD 1 | ESSER II | 2147-05 | AC Houghton Controls | Yes |
| 2147 | Morrow SD 1 | ESSER II | 2147-06 | Irrigon Junior Senior High School Controls and HVAC Replacement | Yes |
| 2147 | Morrow SD 1 | ESSER II | 2147-07 | Riverside Junior Senior High School Controls and HVAC | Yes |
| 2147 | Morrow SD 1 | ESSER III | 2147-08 | Heppner Junior Senior High School Controls and HVAC Replacement | Yes |
| 2147 | Morrow SD 1 | ESSER II | 2147-09 | Sam Boardman Elementary Controls and HVAC Replacement | Yes |
| 2148 | Multnomah ESD | ESSER II | 2148-01 | Arata Creek HVAC Controls | Yes |
| 2148 | Multnomah ESD | ESSER II | 2148-02 | Wireless Networking Capacity | Yes |
| 2148 | Multnomah ESD | ESSER II | 2148-03 | Networking Equipment Refresh | Yes |

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| 2148 Multnomah ESD | ESSER II | 2148-04 | Burlingame Creek HVAC Controls | Yes |
| 2148 Multnomah ESD | ESSER II | 2148-05 | Added security cameras at Knott Creek | Yes |
| 2148 Multnomah ESD | ESSER II | 2148-06 | Security cameras at Ainsworth | Yes |
| 2148 Multnomah ESD | ESSER II | 2148-07 | Exterior Lighting at Ainsworth | Yes |
| 2148 Multnomah ESD | ESSER II | 2148-08 | Fencing at Ainsworth | Yes |
| 2148 Multnomah ESD | ESSER II | 2148-09 | Outdoor School Advenchair | Yes |
| 2148 Multnomah ESD | ESSER II | 2148-10 | Ainsworth HVAC Hardware Platform | Yes |
| 2148 Multnomah ESD | ESSER II | 2148-11 | Front Door Security at Ainsworth | Yes |
| 2148 Multnomah ESD | ESSER II | 2148-12 | AV Equipment at Ainsworth | Yes |
| 2148 Multnomah ESD | ESSER II | 2148-13 | Replacing NVRs in Security Systems | Yes |
| 2148 Multnomah ESD | ESSER II | 2148-14 | Arata HVAC Maintenance | Yes |
| 2148 Multnomah ESD | ESSER II | 2148-15 | BCS HVAC Maintenance | Yes |
| 2148 Multnomah ESD | ESSER II | 2148-16 | UPS Upgrade for Network Closets | Yes |
| 2148 Multnomah ESD | ESSER II | 2148-17 | Auditorium Projector Upgrade | Yes |
| 2148 Multnomah ESD | ESSER II | 2148-18 | OTDR Fiber Tool | Yes |
| 2148 Multnomah ESD | ESSER II | 2148-19 | Finalize Conference Room AV Upgrades | Yes |
| 1968 Myrtle Point SD 41 | ESSER II | 1968-01 | Myrtle Crest Elementary | Yes |
| 1968 Myrtle Point SD 41 | ESSER II | 1968-02 | Myrtle Crest Elementary HVAC Wiring | Yes |
| 1968 Myrtle Point SD 41 | ESSER III | 1968-03 | Myrtle Point SD Transportation | Yes |
| 2198 Neah-Kah-Nie SD 56 | ESSER II | 2198-01 | High School Student Based Health Center HVAC | Yes |
| 2198 Neah-Kah-Nie SD 56 | ESSER II | 2198-02A | Neah-Kah-Nie High School HVAC project | Yes |
| 2198 Neah-Kah-Nie SD 56 | ESSER III | 2198-02B | Neah-Kah-Nie High School HVAC project | Yes |
| 2199 Nestucca Valley SD 101 | ESSER II | 2199-01A | Nestucca Valley Wired Wireless Internet Tower Project | Yes |
| 2199 Nestucca Valley SD 101 | ESSER III | 2199-01B | Nestucca Valley Wired Wireless Internet Tower Project | Yes |
| 2199 Nestucca Valley SD 101 | ESSER III | 2199-02 | Cloverdale K-8 Playground | Yes |
| 2199 Nestucca Valley SD 101 | ESSER III | 2199-03 | Wrestling Mats | Yes |
| 2254 Newberg SD 29J | ESSER III | 2254-01 | Accounting Module Upgrade | Yes |
| 1966 North Bend SD 13 | ESSER II | 1966-01A | North Bay Elementary Modular | Yes |
| 1966 North Bend SD 13 | ESSER III | 1966-01B | North Bay Elementary Modular | Yes |
| 1966 North Bend SD 13 | ESSER II | 1966-02A | Hillcrest Elementary Modulars | Yes |
| 1966 North Bend SD 13 | ESSER III | 1966-02B | Hillcrest Elementary Modulars | Yes |
| 1966 North Bend SD 13 | ESSER III | 1966-03 | North Bend SD Floor Scrubbing Equipment | Yes |
| 1966 North Bend SD 13 | ESSER III | 1966-04 | HVAC/Boiler System Upgrades | Yes |
| 2004 North Central ESD | ESSER II | 2004-01 | Door Locks | Yes |
| 2004 North Central ESD | ESSER II | 2004-02 | Copy Machine | Yes |
| 2004 North Central ESD | ESSER II | 2004-03 | Electrical Repairs and Upgrade | Yes |
| 1924 North Clackamas SD 12 | ESSER II | 1924-01 | Rex Putnam High School Advance Ride-On Scrubber | Yes |
| 1924 North Clackamas SD 12 | ESSER II | 1924-02 | North Clackamas SD Genie GR-20 Lift | Yes |
| 1924 North Clackamas SD 12 | ESSER II | 1924-03 | Beatrice Morrow Cannady Elementary HVAC Controls | Yes |
| 1924 North Clackamas SD 12 | ESSER III | 1924-04 | Putnam High Aged HVAC Unit Replacement | Yes |
| 1996 North Douglas SD 22 | ESSER III | 1996-01 | HS HVAC FOR HS Gym and Hallways | Yes |
| 1996 North Douglas SD 22 | ESSER II | 1996-02 | HS Lockers | Yes |
| 1996 North Douglas SD 22 | ESSER II | 1996-03 | Elementary School Mold Damage | Yes |
| 1996 North Douglas SD 22 | ESSER III | 1996-04 | Elementary/Middle School Improve back entrance/exit | Yes |
| 1996 North Douglas SD 22 | ESSER II | 1996-06 | Elementary School Technology wiring | Yes |
| 1996 North Douglas SD 22 | ESSER III | 1996-07 | NDSH HVAC High School Room 10 and HS office | Yes |
| 1996 North Douglas SD 22 | ESSER II | 1996-08 | NDSH Library Air Transfer | Yes |
| 1996 North Douglas SD 22 | ESSER II | 1996-09 | ES/MS Floors for added classrooms | Yes |
| 1996 North Douglas SD 22 | ESSER II | 1996-10 | Replace floor in HS Computer Lab | Yes |
| 1996 North Douglas SD 22 | ESSER III | 1996-11 | District Office building HVAC | Yes |
| 1996 North Douglas SD 22 | ESSER III | 1996-12 | Student Shop building HVAC | Yes |

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| 1996 North Douglas SD 22 | ESSER II | 1996-13 | HS Locker Room HVAC | Yes |
| 1996 North Douglas SD 22 | ESSER III | 1996-14 | NDS HS Security System - Access Control Multipurpose Bldg | Yes |
| 1996 North Douglas SD 22 | ESSER III | 1996-15 | NDS Elementary and Middle School Security and Communications Phase I | Yes |
| 1996 North Douglas SD 22 | ESSER III | 1996-16 | NDS Elementary Security System - Access Control Front entrance and Playshed | Yes |
| 1996 North Douglas SD 22 | ESSER III | 1996-17 | NDS Elementary and Middle School Security and Communications Phase II | Yes |
| 1996 North Douglas SD 22 | ESSER III | 1996-18 | NDS Elementary and Middle School Security and Communications Phase III | Yes |
| 2061 North Lake SD 14 | ESSER III | 2061-01 | Type 10 Vehicles | Yes |
| 2061 North Lake SD 14 | ESSER III | 2061-02 | Food Truck/Trailer | Yes |
| 2141 North Marion SD 15 | ESSER II | 2141-01 | On Target Electrostatic Room Sprayers and Batteries | Yes |
| 2141 North Marion SD 15 | ESSER II | 2141-02 | HVAC Assessment and upgrade or replacement as needed | Yes |
| 2214 North Powder SD 8J | ESSER II | 2214-01 | North Powder Elementary Auto Scrubber/HVAC Updates | Yes |
| 2214 North Powder SD 8J | ESSER II | 2214-02 | All purpose utility vehicle/snow blade | Yes |
| 2214 North Powder SD 8J | ESSER II | 2214-03 | Playground Security Fence | Yes |
| 2143 North Santiam SD 29J | ESSER II | 2143-01 | Outdoor Covered Classroom Space | Yes |
| 2143 North Santiam SD 29J | ESSER II | 2143-02 | Stayton Middle School Carpet Replacement | Yes |
| 2143 North Santiam SD 29J | ESSER II | 2143-03 | Stayton Middle School HVAC | Yes |
| 2143 North Santiam SD 29J | ESSER II | 2143-04 | Mari Linn Elementary School HVAC | Yes |
| 2143 North Santiam SD 29J | ESSER II | 2143-05 | Sublimity Elementary School HVAC | Yes |
| 2143 North Santiam SD 29J | ESSER II | 2143-06 | Stayton High School HVAC | Yes |
| 2143 North Santiam SD 29J | ESSER II | 2143-07 | Mari-Linn School HVAC Office/Health Student Assistance Room | Yes |
| 2143 North Santiam SD 29J | ESSER II | 2143-08 | Stayton Middle School HVAC Summer School Student Support Areas/School Office | Yes |
| 2143 North Santiam SD 29J | ESSER II | 2143-09 | Stayton Elementary School Floor Scrubber | Yes |
| 2143 North Santiam SD 29J | ESSER II | 2143-10 | Sublimity Elementary School Floor Scrubber | Yes |
| 2143 North Santiam SD 29J | ESSER II | 2143-11 | Stayton High School Floor Scrubbers | Yes |
| 2143 North Santiam SD 29J | ESSER III | 2143-12 | Stayton Options Academy Building | Yes |
| 2143 North Santiam SD 29J | ESSER III | 2143-13 | Mari-Linn Elementary Outdoor Covered Classroom Space | Yes |
| 4131 North Wasco County SD 21 | ESSER III | 4131-02 | The Dalles High School Outdoor Cafeteria Shelter | Yes |
| 4131 North Wasco County SD 21 | ESSER III | 4131-05 | Nutrition Services Refrigerated Van | Yes |
| 4131 North Wasco County SD 21 | ESSER II | 4131-06 | Eastside Building Upgrade | Yes |
| 4131 North Wasco County SD 21 | ESSER II | 4131-07 | Mosier Community School Upper Floor/Gismo building HVAC | Yes |
| 4131 North Wasco County SD 21 | ESSER II | 4131-08 | Mosier Community School Lower Floor HVAC | Yes |
| 4131 North Wasco County SD 21 | ESSER II | 4131-09 | Chenoweth Elementary School Outdoor Eating Area | Yes |
| 4131 North Wasco County SD 21 | ESSER III | 4131-10 | The Dalles High School Food Truck | Yes |
| 2230 Northwest Regional ESD | ESSER II | 2230-01 | NWRESD Washington Service Center HVAC | Yes |
| 2230 Northwest Regional ESD | ESSER II | 2230-02 | NWRESD Sanitizing System Utilizing Dry Mist Nebulizers | Yes |
| 2230 Northwest Regional ESD | ESSER II | 2230-03 | HVAC and Air Quality Improvements | Yes |
| 2230 Northwest Regional ESD | ESSER II | 2230-04 | Employee Workspace | Yes |
| 2230 Northwest Regional ESD | ESSER II | 2230-05 | AV Upgrades | Yes |
| 2230 Northwest Regional ESD | ESSER II | 2230-06 | SIEM/SOAR (Security Analysis Device) | Yes |
| 2230 Northwest Regional ESD | ESSER II | 2230-07 | Advanced Thermal Imager | Yes |
| 2110 Nyssa SD 26 | ESSER II | 2110-01 | Bus Purchases (2x 84 passenger & 2x Type 20) | Yes |
| 2110 Nyssa SD 26 | ESSER II | 2110-02 | Satellite Kitchen Equipment | Yes |
| 2110 Nyssa SD 26 | ESSER III | 2110-03 | Nyssa Elementary Playground Equipment | Yes |
| 2110 Nyssa SD 26 | ESSER III | 2110-04 | High School HVAC upgrade | Yes |
| 2110 Nyssa SD 26 | ESSER III | 2110-05 | High school office addition and commons area remodel | Yes |
| 1990 Oakland SD 1 | ESSER II | 1990-01 | HVAC for Oakland Elementary School | Yes |
| 1990 Oakland SD 1 | ESSER II | 1990-02 | HVAC for Oakland High School | Yes |
| 1990 Oakland SD 1 | ESSER II | 1990-03 | HVAC for Lincoln Middle School | Yes |
| 1990 Oakland SD 1 | ESSER II | 1990-04 | Health and PE Equipment for Wellness classroom | Yes |
| 1990 Oakland SD 1 | ESSER III | 1990-05 | Oakland District Office Relocation | pending |
| 1990 Oakland SD 1 | ESSER II | 1990-06A | Lincoln Middle School Play Shed | Yes |

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| 1990 Oakland SD 1 | ESSER III | 1990-06B | Lincoln Middle School Play Shed | Yes |
| 2093 Oakridge SD 76 | ESSER III | 2093-02 | District wide Window/Screen Replacements | Yes |
| 2093 Oakridge SD 76 | ESSER III | 2093-03 | Westridge High School HVAC | Yes |
| 2093 Oakridge SD 76 | ESSER II | 2093-04 | Oakridge High School Air Ventilation Project | Yes |
| 2093 Oakridge SD 76 | ESSER II | 2093-05 | School Based Health Center | Yes |
| 2093 Oakridge SD 76 | ESSER II | 2093-06 | High School Locker Rooms | Yes |
| 2093 Oakridge SD 76 | ESSER II | 2093-07 | HS Welding Ventilation Remodel | Yes |
| 2093 Oakridge SD 76 | ESSER III | 2093-08 | Telephone System Improvement | Yes |
| 2093 Oakridge SD 76 | ESSER III | 2093-09 | HS Gym Lights | Yes |
| 2093 Oakridge SD 76 | ESSER III | 2093-10 | Exterior Doors/Security | Yes |
| 2093 Oakridge SD 76 | ESSER II | 2093-11 | CTE Expansion | pending |
| 2108 Ontario SD 8C | ESSER III | 2108-01 | Classroom Expansion | Yes |
| 2108 Ontario SD 8C | ESSER II | 2108-02 | OHS Window Replacement and Asbestos Abatement | Yes |
| 1928 Oregon City SD 62 | ESSER II | 1928-01 | Barclay Boys Bathroom Remodel | Yes |
| 1928 Oregon City SD 62 | ESSER II | 1928-02 | Boys & Girls Locker Rooms/Bathrooms & Changing Stalls | Yes |
| 1928 Oregon City SD 62 | ESSER II | 1928-03 | LUCID Building Management Controls (HVAC Controls) | Yes |
| 1928 Oregon City SD 62 | ESSER II | 1928-04 | HVAC Infrastructure to Support LUCID Controls | Yes |
| 1928 Oregon City SD 62 | ESSER II | 1928-05 | Cafeteria Overhead Garage Doors | Yes |
| 1928 Oregon City SD 62 | ESSER II | 1928-06 | HVAC Upgrades to Band Mechanical Unit | Yes |
| 1928 Oregon City SD 62 | ESSER II | 1928-07 | HVAC Upgrades Holcomb Elementary School | Yes |
| 1928 Oregon City SD 62 | ESSER II | 1928-08 | HVAC Upgrades Candy Lane Elementary School | Yes |
| 1928 Oregon City SD 62 | ESSER II | 1928-09 | HVAC Upgrades Redland Elementary School | Yes |
| 1928 Oregon City SD 62 | ESSER III | 1928-10 | Outdoor Covered PE Area Springwater | Yes |
| 1926 Oregon Trail SD 46 | ESSER II | 1926-01 | Boring Middle School Cafeteria Serving Line Equipment | Yes |
| 1926 Oregon Trail SD 46 | ESSER II | 1926-02 | Cafeteria Serving Line Equipment | Yes |
| 2060 Paisley SD 11 | ESSER III | 2060-01 | Activity Van | Yes |
| 2181 Parkrose SD 3 | ESSER II | 2181-01 | Sacramento Elementary Two Covered Play Structures | Yes |
| 2181 Parkrose SD 3 | ESSER III | 2181-02 | Roofing | Yes |
| 2181 Parkrose SD 3 | ESSER III | 2181-03 | Replace and Repair 9 HVAC Compressor at Parkrose HS | Yes |
| 2181 Parkrose SD 3 | ESSER III | 2181-04 | District Office Security Cameras | Yes |
| 2181 Parkrose SD 3 | ESSER III | 2181-05 | Sacramento Intercom System | Yes |
| 2181 Parkrose SD 3 | ESSER III | 2181-06 | H/S & M/S Tennis Courts | Yes |
| 2192 Perrydale SD 21 | ESSER II | 2192-01 | ON Target Electrostatic Sprayer | Yes |
| 2192 Perrydale SD 21 | ESSER III | 2192-02A | Classroom Modular (2 Qty) | Yes |
| 2192 Perrydale SD 21 | ESSER II | 2192-02B | Classroom Modular (2 Qty) | Yes |
| 1900 Philomath SD 17J | ESSER III | 1900-01 | Clemens Primary School Expansion | Yes |
| 2039 Phoenix-Talent SD 4 | ESSER II | 2039-01 | Outdoor Discovery School (ODP) HVAC | Yes |
| 2039 Phoenix-Talent SD 4 | ESSER II | 2039-02 | District Office HVAC Upgrade | Yes |
| 2039 Phoenix-Talent SD 4 | ESSER II | 2039-03 | Phoenix High School Weight Room HVAC | Yes |
| 2039 Phoenix-Talent SD 4 | ESSER III | 2039-04 | Talent Middle School HVAC Upgrade | Yes |
| 2039 Phoenix-Talent SD 4 | ESSER II | 2039-05 | Talent Outdoor Program HVAC Upgrade | Yes |
| 2039 Phoenix-Talent SD 4 | ESSER II | 2039-06 | Maintenance Facility HVAC Upgrades | Yes |
| 2039 Phoenix-Talent SD 4 | ESSER II | 2039-07 | Phoenix Elementary HVAC and Window Replacement | Yes |
| 2039 Phoenix-Talent SD 4 | ESSER II | 2039-08 | Phoenix High School Media Arts CTE Lab Machines | Yes |
| 2039 Phoenix-Talent SD 4 | ESSER II | 2039-09 | Talent Elementary Playground Improvements | Yes |
| 2039 Phoenix-Talent SD 4 | ESSER II | 2039-10 | Talent Middle School Interactive Screens | Yes |
| 2039 Phoenix-Talent SD 4 | ESSER II | 2039-11 | Phoenix High School TLC playground/outdoor physical fitness area | Yes |
| 2202 Pilot Rock SD 2 | ESSER II | 2202-01 | Secondary Building HVAC Repair | Yes |
| 2202 Pilot Rock SD 2 | ESSER II | 2202-02 | Elementary Building HVAC Repair | Yes |
| 2202 Pilot Rock SD 2 | ESSER II | 2202-03 | Door Replacement, Stairs & ADA Ramp | Yes |
| 2202 Pilot Rock SD 2 | ESSER III | 2202-04 | HVAC Upgrade - Elementary School | Yes |

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| 2202 Pilot Rock SD 2 | ESSER III | 2202-05 | HVAC Upgrade - High School | Yes |
| 1897 Pine Eagle SD 61 | ESSER II | 1897-01 | (2) Floor Cleaning Machines | Yes |
| 2081 Pleasant Hill SD 1 | ESSER II | 2081-01 | Classroom Ionization Air Handling Units (x31) | Yes |
| 2081 Pleasant Hill SD 1 | ESSER II | 2081-02A | High School Shop Wing HVAC | Yes |
| 2081 Pleasant Hill SD 1 | ESSER III | 2081-02B | High School Shop Wing HVAC | Yes |
| 1973 Port Orford-Langlois SD 2CJ | ESSER II | 1973-01 | District Air Purifiers | Yes |
| 1973 Port Orford-Langlois SD 2CJ | ESSER III | 1973-02 | Pacific High School Lockers | Yes |
| 1973 Port Orford-Langlois SD 2CJ | ESSER II | 1973-03 | Driftwood Elementary Lockers | Yes |
| 1973 Port Orford-Langlois SD 2CJ | ESSER II | 1973-04 | Gym Floor | Yes |
| 1973 Port Orford-Langlois SD 2CJ | ESSER II | 1973-05 | Driftwood Elementary Playshed Floor | Yes |
| 1973 Port Orford-Langlois SD 2CJ | ESSER II | 1973-06 | Pacific High School Track Resurfacing | Yes |
| 1973 Port Orford-Langlois SD 2CJ | ESSER II | 1973-07 | Pacific High School Media Lab Update | Yes |
| 1973 Port Orford-Langlois SD 2CJ | ESSER II | 1973-08 | Pacific High School Sidewalk/Step Installation | Yes |
| 1973 Port Orford-Langlois SD 2CJ | ESSER II | 1973-09 | Driftwood Elementary Window Installation | Yes |
| 1973 Port Orford-Langlois SD 2CJ | ESSER II | 1973-10 | Additional Air Purifiers | Yes |
| 1973 Port Orford-Langlois SD 2CJ | ESSER II | 1973-11 | Additional Air Purifiers | Yes |
| 1973 Port Orford-Langlois SD 2CJ | ESSER II | 1973-12 | Bus Purchase | Yes |
| 1973 Port Orford-Langlois SD 2CJ | ESSER III | 1973-13 | Driftwood Cafeteria Tables | Yes |
| 1973 Port Orford-Langlois SD 2CJ | ESSER II | 1973-14 | Food Service Catering Truck and Trailer | Yes |
| 1973 Port Orford-Langlois SD 2CJ | ESSER III | 1973-15 | Driftwood Elementary Track | Yes |
| 1973 Port Orford-Langlois SD 2CJ | ESSER II | 1973-16 | Ventilation for Welding Room | Yes |
| 1973 Port Orford-Langlois SD 2CJ | ESSER III | 1973-17 | Driftwood Outdoor Play and Learning Area | Yes |
| 1973 Port Orford-Langlois SD 2CJ | ESSER III | 1973-18 | Pacific High School Drainage System | Yes |
| 1973 Port Orford-Langlois SD 2CJ | ESSER III | 1973-19 | Pacific High School Outdoor Resurfacing | Yes |
| 1973 Port Orford-Langlois SD 2CJ | ESSER III | 1973-20 | POLSD Bus-Wheelchair Accessible | Yes |
| 1973 Port Orford-Langlois SD 2CJ | ESSER III | 1973-21 | Driftwood Elementary Outdoor Surfacing | Yes |
| 1973 Port Orford-Langlois SD 2CJ | ESSER III | 1973-22 | High School Cafeteria Expansion | Yes |
| 1973 Port Orford-Langlois SD 2CJ | ESSER II | 1973-23 | District Digital Sign located at Driftwood Elementary | Yes |
| 1973 Port Orford-Langlois SD 2CJ | ESSER III | 1973-24 | Student SIS System with Parent Communication System | Yes |
| 2180 Portland SD 1J | ESSER II | 2180-01 | Tents for Outdoor Meals | Yes |
| 2180 Portland SD 1J | ESSER III | 2180-02 | Helensview Security Fencing | Yes |
| 2180 Portland SD 1J | ESSER II | 2180-03 | Helensview Sound booth construction | Yes |
| 2180 Portland SD 1J | ESSER III | 2180-04 | New HVAC System | Yes |
| 2180 Portland SD 1J | ESSER II | 2180-05 | Roof Repair | Yes |
| 2180 Portland SD 1J | ESSER II | 2180-06 | Mt Scott Window Replacement | Yes |
| 2180 Portland SD 1J | ESSER II | 2180-07 | Mt Scott Indoor Air Quality | Yes |
| 2180 Portland SD 1J | ESSER II | 2180-08 | Helensview Walls | Yes |
| 2180 Portland SD 1J | ESSER III | 2180-09 | Helensview Stage & Lights Safety Upgrade | Yes |
| 2180 Portland SD 1J | ESSER II | 2180-10 | Mt Scott Door Replacement | Yes |
| 1967 Powers SD 31 | ESSER II | 1967-01 | Outdoor Classroom | Yes |
| 2009 Prairie City SD 4 | ESSER II | 2009-01 | Prairie City High School HVAC | Yes |
| 2009 Prairie City SD 4 | ESSER III | 2009-02 | Bates Building Remodel | Yes |
| 2009 Prairie City SD 4 | ESSER III | 2009-03 | Book Vending Machines | Yes |
| 2045 Prospect SD 59 | ESSER II | 2045-01 | Multi-Purpose Room Floor Replacement | Yes |
| 2045 Prospect SD 59 | ESSER II | 2045-02 | Prospect Charter School Classroom Windows and Installation | Yes |
| 2045 Prospect SD 59 | ESSER III | 2045-03 | Type 10 Vehicle Purchase (3 Vans) | Yes |
| 1977 Redmond SD 2J | ESSER III | 1977-01 | Type-10 Bus - 5 Row | Yes |
| 1977 Redmond SD 2J | ESSER III | 1977-02 | Type-10 Bus - 4 Row | Yes |
| 1977 Redmond SD 2J | ESSER III | 1977-03 | RSDFlex Office/Classroom Remodel | Yes |
| 1977 Redmond SD 2J | ESSER III | 1977-04 | Two 30' x 60' Tents | Yes |
| 1977 Redmond SD 2J | ESSER III | 1977-05 | Four Large Rider Auto Scrubbers | Yes |

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| 1977 Redmond SD 21 | ESSER III | 1977-06 | Four Chariot Auto Scrubbers | Yes |
| 1977 Redmond SD 21 | ESSER III | 1977-07 | Two Large Carpet Extractors | Yes |
| 1977 Redmond SD 21 | ESSER III | 1977-08 | RHS ILS Fencing Project | Yes |
| 1977 Redmond SD 21 | ESSER III | 1977-09 | RHS CTE Electrical Project | Yes |
| 2001 Reedsport SD 105 | ESSER III | 2001-01 | District Camera System | Yes |
| 2001 Reedsport SD 105 | ESSER III | 2001-02 | School District Delivery Van | Yes |
| 2001 Reedsport SD 105 | ESSER III | 2001-03 | HES P.A. System | Yes |
| 2001 Reedsport SD 105 | ESSER III | 2001-04 | Asbestos Abatement | Yes |
| 2001 Reedsport SD 105 | ESSER III | 2001-05 | Asbestos Abatement | Yes |
| 2001 Reedsport SD 105 | ESSER III | 2001-06 | Electrical Panel Upgrades for Safe Learning Environment | Yes |
| 2001 Reedsport SD 105 | ESSER III | 2001-07 | Roofing Replacement for Safe Learning Environment | Yes |
| 2001 Reedsport SD 105 | ESSER III | 2001-08 | Reedsport Charter School P.A. System | Yes |
| 2001 Reedsport SD 105 | ESSER III | 2001-09 | Security Cameras for School Buses | Yes |
| 2001 Reedsport SD 105 | ESSER III | 2001-10 | District Nutrition Services Program Forklift | Yes |
| 2001 Reedsport SD 105 | ESSER III | 2001-11 | Outdoor Equipment Purchase- Tractor | Yes |
| 2001 Reedsport SD 105 | ESSER III | 2001-12 | RCCS Gym Floor Resurfacing | Yes |
| 2182 Reynolds SD 7 | ESSER II | 2182-01 | Renovation of Edgefield Buildings I and J | Yes |
| 2182 Reynolds SD 7 | ESSER II | 2182-02 | Modular Classroom | Yes |
| 2182 Reynolds SD 7 | ESSER II | 2182-03 | Cubical Walls | Yes |
| 2182 Reynolds SD 7 | ESSER II | 2182-04 | Tyler Drive Transportation System | Yes |
| 2182 Reynolds SD 7 | ESSER III | 2182-05 | Four Corners Building Renovation | Yes |
| 2182 Reynolds SD 7 | ESSER III | 2182-06 | Middle and High School Track Resurfacing (4 tracks) | Yes |
| 1999 Riddle SD 70 | ESSER III | 1999-01A | Riddle High School Outdoor Covered Area | Yes |
| 1999 Riddle SD 70 | ESSER III | 1999-01B | Riddle High School Outdoor Covered Area PART 2 | Yes |
| 2142 Salem-Keizer SD 24J | ESSER II | 2142-01 | Optimum Learning Environment Charter School Water Bottle Fill Station | Yes |
| 2142 Salem-Keizer SD 24J | ESSER II | 2142-02 | Salem-Keizer SD Radio Upgrade Project | Yes |
| 2142 Salem-Keizer SD 24J | ESSER II | 2142-04 | Howard Street Charter School HVAC Replacement | Yes |
| 2142 Salem-Keizer SD 24J | ESSER II | 2142-05 | Howard Street Charter School Fencing | Yes |
| 2142 Salem-Keizer SD 24J | ESSER II | 2142-06A | Howard Street Charter School Dance Studio | Yes |
| 2142 Salem-Keizer SD 24J | ESSER III | 2142-06B | Howard Street Charter School Dance Studio | Yes |
| 2142 Salem-Keizer SD 24J | ESSER III | 2142-07 | Howard Street Charter New HVAC | Yes |
| 2142 Salem-Keizer SD 24J | ESSER III | 2142-08 | Howard Street Charter Gutters and Student Safety | Yes |
| 2104 Santiam Canyon SD 129J | ESSER III | 2104-01A | SES HVAC Upgrade | Yes |
| 2104 Santiam Canyon SD 129J | ESSER II | 2104-01B | SES HVAC Upgrade | Yes |
| 1944 Scappoose SD 1J | ESSER III | 1944-01 | Scappoose High School Cameras | Yes |
| 1944 Scappoose SD 1J | ESSER III | 1944-02 | Warren Elementary School Cameras | Yes |
| 1944 Scappoose SD 1J | ESSER III | 1944-03 | Scappoose Middle School Cameras | Yes |
| 1944 Scappoose SD 1J | ESSER III | 1944-04 | Otto Petersen Elementary School Cameras | Yes |
| 1944 Scappoose SD 1J | ESSER III | 1944-05 | Grant Warts Elementary School Cameras | Yes |
| 1944 Scappoose SD 1J | ESSER III | 1944-06 | South Columbia Family School Flooring | Yes |
| 2103 Scio SD 95 | ESSER III | 2103-01 | Scio School District Access Controls | Yes |
| 2103 Scio SD 95 | ESSER II | 2103-02 | Outdoor Playground Cover | Yes |
| 1935 Seaside SD 10 | ESSER II | 1935-01 | Cannon Beach Academy Mold Remediation in Attic | Yes |
| 2257 Sheridan SD 48J | ESSER II | 2257-01 | Boiler Repair | Yes |
| 2257 Sheridan SD 48J | ESSER II | 2257-02 | Septic Pump Replacement | Yes |
| 2257 Sheridan SD 48J | ESSER II | 2257-03 | Ctech Building Escrow Deposit | Yes |
| 2257 Sheridan SD 48J | ESSER II | 2257-04 | Fire System Installation- Tiny Titans | Yes |
| 2257 Sheridan SD 48J | ESSER II | 2257-05 | Replace Deck/Landing- Tiny Titans | Yes |
| 2257 Sheridan SD 48J | ESSER II | 2257-06 | Play Structure | Yes |
| 2257 Sheridan SD 48J | ESSER II | 2257-07 | Fiber optic installation | Pending |
| 2138 Silver Falls SD 4J | ESSER II | 2138-01 | Butte Creek School Equipment - Karcher Auto Scrubber | Yes |

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| 2138 Silver Falls SD 4J | ESSER II | 2138-02 | Evergreen School Equipment - Ice IBT Auto Scrubber | Yes |
| 2138 Silver Falls SD 4J | ESSER II | 2138-03 | Mark Twain School Equipment - Ice IBT Auto Scrubber | Yes |
| 2138 Silver Falls SD 4J | ESSER II | 2138-04 | Pratum School Equipment - Karcher Auto Scrubber | Yes |
| 2138 Silver Falls SD 4J | ESSER II | 2138-05 | Silver Crest School Equipment - Karcher Auto Scrubber | Yes |
| 2138 Silver Falls SD 4J | ESSER II | 2138-06 | Silverton High School Equipment - Karcher Auto Scrubber | Yes |
| 2138 Silver Falls SD 4J | ESSER II | 2138-07 | Silverton High School Equipment - Karcher Auto Scrubber | Yes |
| 2138 Silver Falls SD 4J | ESSER II | 2138-08 | Scotts Mills School Equipment - Karcher Auto Scrubber | Yes |
| 2138 Silver Falls SD 4J | ESSER II | 2138-09 | Silverton Middle Equipment - Karcher Auto Scrubber | Yes |
| 2138 Silver Falls SD 4J | ESSER II | 2138-10 | Victor Point School Equipment - Karcher Auto Scrubber | Yes |
| 2138 Silver Falls SD 4J | ESSER II | 2138-11 | Mark Twain Elementary Solar/Roller Shade Window Coverings and Installation | Yes |
| 2138 Silver Falls SD 4J | ESSER II | 2138-12 | Silver Falls SD Equipment - Kaivac Versa High Performance Cleaning Caddy | Yes |
| 2138 Silver Falls SD 4J | ESSER II | 2138-13 | Robert Frost Elementary School Furniture | Yes |
| 2138 Silver Falls SD 4J | ESSER II | 2138-14 | Mark Twain Elementary School Furniture | Yes |
| 2138 Silver Falls SD 4J | ESSER II | 2138-15 | Window Coverings | Yes |
| 2138 Silver Falls SD 4J | ESSER II | 2138-16 | Meal Tent Purchase | Yes |
| 2138 Silver Falls SD 4J | ESSER II | 2138-17 | HVAC Improvements | Yes |
| 1978 Sisters SD 6 | ESSER III | 1978-01 | GMC Yukon XL | Yes |
| 2096 Siuslaw SD 97J | ESSER III | 2096-01 | Type A Wheelchair Bus | Yes |
| 2096 Siuslaw SD 97J | ESSER III | 2096-02 | Siuslaw High School - Office Modular Building | Yes |
| 2096 Siuslaw SD 97J | ESSER III | 2096-03 | Siuslaw High School - Office Modular Building - Electrical Service | Yes |
| 2096 Siuslaw SD 97J | ESSER III | 2096-04 | Siuslaw High School - Office Modular Building - Custom Floor Plan | Yes |
| 2096 Siuslaw SD 97J | ESSER III | 2096-05 | Siuslaw High School - Office Modular Building - Site Work | Yes |
| 2096 Siuslaw SD 97J | ESSER III | 2096-06 | Siuslaw High School - Office Modular Building - Security Fencing | Yes |
| 2096 Siuslaw SD 97J | ESSER III | 2096-07 | Siuslaw High School - Canopies & Covered Walkways | Yes |
| 1949 South Coast ESD | ESSER II | 1949-01 | File Room Remodel | Yes |
| 1949 South Coast ESD | ESSER II | 1949-02 | HVAC Replacement District Office | Yes |
| 1949 South Coast ESD | ESSER II | 1949-03 | Battery Backup System | Yes |
| 2022 South Harney SD 33 | ESSER II | 2022-01 | School HVAC | Yes |
| 2087 South Lane SD 45J3 | ESSER II | 2087-01 | Bohemia Elementary School HVAC | Yes |
| 2087 South Lane SD 45J3 | ESSER II | 2087-02 | South Lane SD Transportation Type 10 Vehicle | Yes |
| 2087 South Lane SD 45J3 | ESSER II | 2087-03 | South Lane SD Transportation Type 10 Vehicle | Yes |
| 2087 South Lane SD 45J3 | ESSER II | 2087-04 | School Spirit Trailer | Yes |
| 2087 South Lane SD 45J3 | ESSER II | 2087-05 | Outdoor Electronic Reader Boards | Yes |
| 2087 South Lane SD 45J3 | ESSER III | 2087-06 | Academy for Character Education Smartboards | Yes |
| 2087 South Lane SD 45J3 | ESSER II | 2087-07 | Outdoor Electronic Reader Boards | Yes |
| 1994 South Umpqua SD 19 | ESSER II | 1994-01A | Coffenberry Middle School Expansion | Yes |
| 1994 South Umpqua SD 19 | ESSER III | 1994-01B | Coffenberry Middle School Expansion | Yes |
| 1994 South Umpqua SD 19 | ESSER II | 1994-02 | South Umpqua High School Communications/Sound System | Yes |
| 1994 South Umpqua SD 19 | ESSER II | 1994-03 | HVAC Improvements Canyonville School | Yes |
| 1994 South Umpqua SD 19 | ESSER II | 1994-04 | HVAC Upgrade Myrtle Creek Elementary | Yes |
| 1994 South Umpqua SD 19 | ESSER II | 1994-05 | Practice Facility Upgrade | Yes |
| 1994 South Umpqua SD 19 | ESSER II | 1994-06 | HS South Wall | Yes |
| 1994 South Umpqua SD 19 | ESSER II | 1994-07 | Disability Learning Center Playground Equipment | Yes |
| 1994 South Umpqua SD 19 | ESSER II | 1994-08 | Greenhouse kit | Yes |
| 1994 South Umpqua SD 19 | ESSER II | 1994-09 | Windows for Canyonville Annex Building | Yes |
| 1994 South Umpqua SD 19 | ESSER II | 1994-10 | Canyonville Classroom Addition | Yes |
| 2247 Spray SD 1 | ESSER II | 2247-01 | Cafeteria Tables | Yes |
| 2247 Spray SD 1 | ESSER II | 2247-02 | District Vehicle | Yes |
| 2083 Springfield SD 19 | ESSER II | 2083-01 | Springfield SD Admin Building Modular Work Spaces | Yes |
| 2083 Springfield SD 19 | ESSER II | 2083-02 | Mt. Vernon Elementary HVAC Upgrades | Yes |
| 2083 Springfield SD 19 | ESSER II | 2083-03 | Riverbend Elementary HVAC Upgrades | Yes |

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| 2083 | Springfield SD 19 | ESSER II | 2083-04 | Agnes Stewart Middle School HVAC Upgrades | Yes |
| 2083 | Springfield SD 19 | ESSER II | 2083-05 | Thurston Middle School HVAC Upgrades | Yes |
| 2083 | Springfield SD 19 | ESSER II | 2083-06 | Two Rivers/Dos Rios School HVAC Upgrades | Yes |
| 2083 | Springfield SD 19 | ESSER III | 2083-07 | Mobile Classroom Set Up WLA | Yes |
| 2083 | Springfield SD 19 | ESSER II | 2083-08 | HVAC Upgrade WLA | Yes |
| 2083 | Springfield SD 19 | ESSER II | 2083-09 | R-Zero Arc: UV-C Light Devices (Sanitization) | Yes |
| 2083 | Springfield SD 19 | ESSER II | 2083-10A | District Wide HVAC Upgrade | Yes |
| 2083 | Springfield SD 19 | ESSER III | 2083-10B | District Wide HVAC Upgrade | Yes |
| 2083 | Springfield SD 19 | ESSER III | 2083-11 | All Tire Supply Wheel Balancer | Yes |
| 2083 | Springfield SD 19 | ESSER III | 2083-12 | 2 midrise auto lifts for our CTE Auto/Diesel Mechanic Pathway | Yes |
| 2083 | Springfield SD 19 | ESSER III | 2083-13 | Yamaha YBS-480 Baritone Saxophone | Yes |
| 2083 | Springfield SD 19 | ESSER III | 2083-14 | MarimbaOne 5.0 Octave Wave Series Marimba | Yes |
| 2083 | Springfield SD 19 | ESSER III | 2083-15 | Laser Cutter for the Digital Arts Pathway | Yes |
| 2083 | Springfield SD 19 | ESSER III | 2083-16 | Conrad Machine Etching Press Model E31 | Yes |
| 2083 | Springfield SD 19 | ESSER III | 2083-17 | Portable Sawmill | Yes |
| 2083 | Springfield SD 19 | ESSER III | 2083-18 | Student Store Vending Machine | Yes |
| 2083 | Springfield SD 19 | ESSER III | 2083-19 | Surface Planer | Yes |
| 2083 | Springfield SD 19 | ESSER III | 2083-20 | Theater Control Console Board | Yes |
| 2083 | Springfield SD 19 | ESSER III | 2083-21 | Acoustic Choir Shells | Yes |
| 2083 | Springfield SD 19 | ESSER III | 2083-22 | Rehearsal Piano | Yes |
| 1948 | St Helens SD 502 | ESSER II | 1948-01A | HVAC - Columbia City | Yes |
| 1948 | St Helens SD 502 | ESSER III | 1948-01B | HVAC - Columbia City | Pending |
| 1948 | St Helens SD 502 | ESSER II | 1948-02 | HVAC - Lewis & Clark Elementary | Yes |
| 1948 | St Helens SD 502 | ESSER II | 1948-03 | HVAC - McBride Elementary | Yes |
| 1948 | St Helens SD 502 | ESSER II | 1948-04 | Voice Amplification & Intercom - Columbia City School | Yes |
| 1948 | St Helens SD 502 | ESSER II | 1948-05 | Voice Amplification & Intercom - Lewis & Clark Elementary | Yes |
| 1948 | St Helens SD 502 | ESSER II | 1948-06 | Voice Amplification & Intercom - McBride Elementary | Yes |
| 1948 | St Helens SD 502 | ESSER II | 1948-07 | Classroom Technology - Visual and Audio Presentation - Columbia City School | Yes |
| 1948 | St Helens SD 502 | ESSER II | 1948-08 | Classroom Technology - Visual and Audio Presentation - Lewis & Clark Elementary | Yes |
| 1948 | St Helens SD 502 | ESSER II | 1948-09 | Classroom Technology - Visual and Audio Presentation - McBride Elementary | Yes |
| 2144 | St Paul SD 45 | ESSER II | 2144-01 | St Paul SD HVAC Air Cleaner Unit Install | Yes |
| 2144 | St Paul SD 45 | ESSER III | 2144-02 | Middle/High School Lockers | Yes |
| 2144 | St Paul SD 45 | ESSER III | 2144-03 | Middle/High School agriculture classroom/shop air quality improvement | Yes |
| 2144 | St Paul SD 45 | ESSER III | 2144-04 | Cafeteria Tables | Yes |
| 2144 | St Paul SD 45 | ESSER III | 2144-05 | Honda Odyssey Minivan for Student Transport | Yes |
| 2209 | Stanfield SD 61 | ESSER III | 2209-03 | Bus Garage | Yes |
| 2003 | Sutherlin SD 130 | ESSER II | 2003-01 | Food Service Ovens | Yes |
| 2003 | Sutherlin SD 130 | ESSER II | 2003-02 | Food Service Dishwasher | Yes |
| 2003 | Sutherlin SD 130 | ESSER III | 2003-03 | Sutherlin High School Classroom Modular | Yes |
| 2003 | Sutherlin SD 130 | ESSER III | 2003-04 | Installation of Air Purifiers | Yes |
| 2003 | Sutherlin SD 130 | ESSER III | 2003-05 | District Heating Units with Air Purifiers | Yes |
| 2003 | Sutherlin SD 130 | ESSER III | 2003-06 | Facilities Upgrades | Yes |
| 2003 | Sutherlin SD 130 | ESSER II | 2003-07 | Campus Fencing | Yes |
| 2102 | Sweet Home SD 55 | ESSER II | 2102-01 | Foster Elementary HVAC Upgrade | Yes |
| 2102 | Sweet Home SD 55 | ESSER II | 2102-02 | Holley Elementary HVAC Upgrade | Yes |
| 2102 | Sweet Home SD 55 | ESSER II | 2102-03 | Sweet Home Charter School HVAC Units | Yes |
| 2102 | Sweet Home SD 55 | ESSER II | 2102-04 | Sweet Home Charter School New Playground Cover | Yes |
| 2102 | Sweet Home SD 55 | ESSER III | 2102-05 | Hawthorne Elementary HVAC units and controls upgrade | Yes |
| 2102 | Sweet Home SD 55 | ESSER III | 2102-06 | Oak Heights Elementary HVAC units and controls upgrade | Yes |
| 2102 | Sweet Home SD 55 | ESSER III | 2102-07 | Sweet Home High School HVAC units and controls upgrade | Yes |
| 2102 | Sweet Home SD 55 | ESSER III | 2102-08 | Sweet Home Junior High School HVAC controls upgrade | Yes |

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| 2102 | Sweet Home SD 55 | ESSER III | 2102-09 | Oak Heights Elementary School Design Development Work | Yes |
| 2102 | Sweet Home SD 55 | ESSER III | 2102-10 | Oak Heights Elementary Outdoor Learning Project | Yes |
| 2102 | Sweet Home SD 55 | ESSER III | 2102-11 | Expand Safety Communications | Yes |
| 2102 | Sweet Home SD 55 | ESSER III | 2102-12 | Hawthorne Elementary Classroom Acoustics and Lighting Improvements | Yes |
| 2102 | Sweet Home SD 55 | ESSER III | 2102-13 | Holley Elementary Classroom Acoustics and Lighting Improvements | Yes |
| 2102 | Sweet Home SD 55 | ESSER III | 2102-14 | Sweet Home High School Intercom System Replacement | Yes |
| 2102 | Sweet Home SD 55 | ESSER III | 2102-15 | Sweet Home High School Fencing and Gates | Yes |
| 4604 | The Cottonwood School | ESSER II | 2180-100 | Outdoor Eating Tent | Yes |
| 2055 | Three Rivers/Josephine County SD | ESSER II | 2055-01 | Fort Vannoy Elementary Modular | Yes |
| 2055 | Three Rivers/Josephine County SD | ESSER II | 2055-02 | Manzanita Elementary Modular | Yes |
| 2055 | Three Rivers/Josephine County SD | ESSER II | 2055-03 | English Language Learner Facility Renovations | Yes |
| 2055 | Three Rivers/Josephine County SD | ESSER III | 2055-04 | SOSA Modular | Yes |
| 2055 | Three Rivers/Josephine County SD | ESSER II | 2055-05 | Fruitdale Elementary Classroom Addition | Yes |
| 2055 | Three Rivers/Josephine County SD | ESSER III | 2055-06 | YCEP Storage Container | Yes |
| 2055 | Three Rivers/Josephine County SD | ESSER III | 2055-07 | TRSD Restroom Renovation | Yes |
| 2055 | Three Rivers/Josephine County SD | ESSER II | 2055-08 | Sunny Wolf Charter School Van | Yes |
| 2055 | Three Rivers/Josephine County SD | ESSER II | 2055-09 | Southern Oregon Success Academy West | Yes |
| 2055 | Three Rivers/Josephine County SD | ESSER III | 2055-10 | JP Transition Kitchen | Yes |
| 2055 | Three Rivers/Josephine County SD | ESSER II | 2055-11 | Sunny Wolf HVAC | Yes |
| 2055 | Three Rivers/Josephine County SD | ESSER II | 2055-12 | Sunny Wolf Main Building HVAC and Electrical Upgrade | Yes |
| 2055 | Three Rivers/Josephine County SD | ESSER III | 2055-13 | Sunny Wolf Title /Special Education HVAC | Yes |
| 2197 | Tillamook SD 9 | ESSER III | 2197-01 | Tillamook High School Science Lab Upgrade | Yes |
| 2210 | Ukiah SD 80R | ESSER II | 2210-01 | District Buildings Window Upgrade | Yes |
| 2210 | Ukiah SD 80R | ESSER III | 2210-02 | District-Wide Split Air Exchange | Yes |
| 2210 | Ukiah SD 80R | ESSER II | 2210-03 | Replace Furnaces | Yes |
| 2204 | Umatilla SD 6R | ESSER III | 2204-01 | Credit Recovery and Daycare Building | Yes |
| 2213 | Union SD 5 | ESSER II | 2213-01 | Miller Ventilation and HVAC | Yes |
| 2213 | Union SD 5 | ESSER III | 2213-02 | Hutchinson Elementary Miller Ventilation and HVAC | Yes |
| 2116 | Vale SD 84 | ESSER II | 2116-01 | Vale Elementary School HVAC Upgrade | Yes |
| 2116 | Vale SD 84 | ESSER III | 2116-02 | Vale SD Communication System Upgrade | Yes |
| 2116 | Vale SD 84 | ESSER II | 2116-03 | Vale SD Touchless Time and Attendance System | Yes |
| 2116 | Vale SD 84 | ESSER II | 2116-04 | Vale SD Classroom Audio Systems | Yes |
| 2116 | Vale SD 84 | ESSER II | 2116-05 | Vale Elementary School Playground Structure | Yes |
| 2116 | Vale SD 84 | ESSER II | 2116-06 | Vale SD Cafeteria Seating | Yes |
| 2116 | Vale SD 84 | ESSER II | 2116-07 | Vale SD Bottle Filler Stations | Yes |
| 2116 | Vale SD 84 | ESSER III | 2116-08 | Vale School District Outdoor Seating Upgrade | Yes |
| 2116 | Vale SD 84 | ESSER III | 2116-09 | English Language Arts Curriculum | Yes |
| 2116 | Vale SD 84 | ESSER II | 2116-10 | Vale Elementary School HVAC Upgrade - Phase II | Yes |
| 2116 | Vale SD 84 | ESSER III | 2116-11 | Vale Elementary School HVAC Upgrade - Phase II | Yes |
| 1947 | Vernonia SD 47J | ESSER II | 1947-01 | Vernonia K-12 Main Entry Access Control | Yes |
| 1947 | Vernonia SD 47J | ESSER II | 1947-02 | Vernonia K-12 Classroom Entry Access Walkways | Yes |
| 2220 | Wallowa SD 12 | ESSER II | 2220-01 | Elementary Carpet Replacement | Yes |
| 2220 | Wallowa SD 12 | ESSER III | 2220-02 | Secondary Carpet Replacement | Yes |
| 2220 | Wallowa SD 12 | ESSER III | 2220-03 | Tables and Benches for Cafeteria | Yes |
| 2117 | Willamette ESD | ESSER II | 2117-01 | Marion Center HVAC | Yes |
| 2117 | Willamette ESD | ESSER II | 2117-02 | Yamhill Center HVAC | Yes |
| 2117 | Willamette ESD | ESSER II | 2117-03 | Transportation Vehicle at Lord High School | Yes |
| 2117 | Willamette ESD | ESSER II | 2117-04 | Yamhill Center Facility Reconfiguration and Improvement | Yes |
| 2117 | Willamette ESD | ESSER II | 2117-05 | Yamhill Center Audiology Booth Replacement | Yes |
| 2255 | Willamina SD 30J | ESSER III | 2255-01 | Additional Classrooms and Secondary Entrance | Yes |
| 2255 | Willamina SD 30J | ESSER II | 2255-02A | Outdoor Physical Activity Space K-12 | Yes |

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| 2255 | Williamina SD 30J | ESSER III | 2255-02B | Outdoor Physical Activity Space K-12 | Yes |
| 2002 | Winston-Dillard SD 116 | ESSER II | 2002-01 | McGovern Elementary and DO Modulers | Yes |
| 2002 | Winston-Dillard SD 116 | ESSER II | 2002-02 | Winston Middle School Band Room | Yes |
| 2002 | Winston-Dillard SD 116 | ESSER III | 2002-03 | Winston Middle School Ventilation Upgrades | Yes |
| 2002 | Winston-Dillard SD 116 | ESSER III | 2002-04 | Cover for playground | Yes |
| 2002 | Winston-Dillard SD 116 | ESSER III | 2002-05 | Cover for playground | Yes |
| 2002 | Winston-Dillard SD 116 | ESSER III | 2002-06 | Musical Instruments and Supplies | Yes |
| 2002 | Winston-Dillard SD 116 | ESSER III | 2002-07 | Socio-emotional Learning Curriculum | Yes |
| 2002 | Winston-Dillard SD 116 | ESSER III | 2002-08 | School Message Boards (x4) | Yes |
| 2002 | Winston-Dillard SD 116 | ESSER III | 2002-09 | Classroom Furniture - District Wide | Yes |
| 2002 | Winston-Dillard SD 116 | ESSER III | 2002-10 | McGovern Elementary School Ventilation Upgrades | Yes |
| 2002 | Winston-Dillard SD 116 | ESSER III | 2002-11 | Edgenuity Online Curriculum for CDL Students (3 years) | Yes |
| 2146 | Woodburn SD 103 | ESSER II | 2146-01 | Lincoln Elementary/French Prairie MS Access and Entry Safety Plan | Yes |
| 2146 | Woodburn SD 103 | ESSER II | 2146-02 | Woodburn District Office - IT SmartDeploy | Yes |
| 2146 | Woodburn SD 103 | ESSER II | 2146-03 | Lincoln Elementary Concrete Flooring | Yes |
| 2146 | Woodburn SD 103 | ESSER III | 2146-04 | Woodburn IT Building Data and Connectivity Back-Up Generator | Yes |
| 2146 | Woodburn SD 103 | ESSER III | 2146-05 | Woodburn District Buildings Expanded Co2 Sensors Classroom Ventilation Systems | Yes |
| 2146 | Woodburn SD 103 | ESSER II | 2146-06A | Woodburn District Buildings Touchless Water Fill Stations | Yes |
| 2146 | Woodburn SD 103 | ESSER III | 2146-06B | Woodburn District Buildings Touchless Water Fill Stations | Yes |
| 2146 | Woodburn SD 103 | ESSER II | 2146-07 | Expand Safety Communications | Yes |
| 2146 | Woodburn SD 103 | ESSER II | 2146-08 | 3 Activity Buses | Yes |
| 2146 | Woodburn SD 103 | ESSER III | 2146-09 | French Prairie Middle School Window Replacement | Yes |
| 2146 | Woodburn SD 103 | ESSER III | 2146-10 | RTU Replacement Washington Elementary | Yes |
| 2146 | Woodburn SD 103 | ESSER III | 2146-11 | Woodburn Arthur Academy Quad Roof | Yes |
| 2146 | Woodburn SD 103 | ESSER III | 2146-12 | Outside Learning Environments- all middle and elementary schools | Yes |
| 2146 | Woodburn SD 103 | ESSER III | 2146-13 | RTU Replacement Lincoln and French Prairies | Yes |
| 2251 | Yamhill Carlton SD 1 | ESSER II | 2251-01 | Elementary School Auto Scrubber | Yes |
| 2251 | Yamhill Carlton SD 1 | ESSER II | 2251-02 | Intermediate School Auto Scrubber | Yes |
| 2251 | Yamhill Carlton SD 1 | ESSER II | 2251-03 | High School Auto Scrubber | Yes |
| 2251 | Yamhill Carlton SD 1 | ESSER II | 2251-04 | CTE Dome Auto Scrubber | Yes |
| 2251 | Yamhill Carlton SD 1 | ESSER II | 2251-05 | Tiger Dome Auto Scrubber | Yes |
| 2251 | Yamhill Carlton SD 1 | ESSER II | 2251-06 | Yamhill Campus Extractor (Carpet/Grout) | Yes |
| 2251 | Yamhill Carlton SD 1 | ESSER III | 2251-07 | Camera System Upgrade | Yes |
| 2251 | Yamhill Carlton SD 1 | ESSER III | 2251-08 | Security Door Lock System Upgrade | Yes |
| 2251 | Yamhill Carlton SD 1 | ESSER III | 2251-09 | Yamhill Campus Intercom System | Yes |
| 1997 | Yoncalla SD 32 | ESSER III | 1997-01 | Elementary Kitchen Remodel | Yes |
| 1997 | Yoncalla SD 32 | ESSER III | 1997-02 | Elementary Bleachers | Yes |
| 1997 | Yoncalla SD 32 | ESSER II | 1997-03A | Elementary Playground | Yes |
| 1997 | Yoncalla SD 32 | ESSER III | 1997-03B | Elementary Playground | Yes |
| 1997 | Yoncalla SD 32 | ESSER III | 1997-04 | Yoncalla Transportation | Yes |
| 1997 | Yoncalla SD 32 | ESSER III | 1997-05 | Yoncalla High School Field Lighting | Yes |



Side-by-side: ESSER, ESSER II, and ARP ESSER allowable activities

ESSER, passed as Section 18003 of the CARES Act in March 2020; ESSER II, passed as Section 313 of the CRRSA Act in December 2020; and ARP ESSER, included in Section 2001 of the American Rescue Plan Act, H.R. 1319, provides billions in funding for state and local educational agencies to spend on allowable activities to respond to COVID-19.

The following side-by-side chart shows the allowable activities for each pool of funding.

| Allowable Activities for ESSER, ESSER II, and ARP ESSER | | |
|---|---|---|
| ESSER (CARES Act) | ESSER II (CRRSA Act) | ARP ESSER (ARP Act) |
| Any activities authorized under the Elementary and Secondary Education Act, IDEA, Carl D. Perkins Career and Technical Education Act, Adult Education and Family Literacy Act, and McKinney-Vento. CARES Act Section 18003(d)(1). | Any activities authorized under the Elementary and Secondary Education Act, IDEA, Carl D. Perkins Career and Technical Education Act, Adult Education and Family Literacy Act, and McKinney-Vento. CRRSA Act Section 313(d)(1). | Any activities authorized under the Elementary and Secondary Education Act, IDEA, Carl D. Perkins Career and Technical Education Act, and Adult Education and Family Literacy Act. ARP Act Section 2001(e)(2)(A) through Section 2001(e)(2)(D). |
| Coordination of preparedness and response efforts of LEAs with state, local, tribal, and territorial public health departments, and other relevant agencies, to prevent, prepare for, and respond to the coronavirus. CARES Act Section 18003(d)(2). | Coordination of preparedness and response efforts of LEAs with state, local, tribal, and territorial public health departments, and other relevant agencies, to prevent, prepare for, and respond to the coronavirus. CRRSA Act Section 313(d)(2). | Coordination of preparedness and response efforts of LEAs with state, local, tribal, and territorial public health departments, and other relevant agencies, to prevent, prepare for, and respond to the coronavirus. ARP Act Section 2001(e)(2)(E). |
| Providing resources for principals and others school leaders to address school-specific needs. CARES Act Section 18003(d)(3). | Providing resources for principals and others school leaders to address school-specific needs. CRRSA Act Section 313(d)(3). | Not included in ARP Act. |
| Activities that address unique needs of low-income children or students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and foster care youths, including how outreach and service delivery will meet the needs of each population. CARES Act Section 18003(d)(4). | Activities that address unique needs of low-income children or students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and foster care youths, including how outreach and service delivery will meet the needs of each population. CRRSA Act Section 313(d)(4). | Activities that address unique needs of low-income children or students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and foster care youths, including how outreach and service delivery will meet the needs of each population. ARP Act Section 2001(e)(2)(F). |



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| <p>Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs. CARES Act Section 18003(d)(5).</p> | <p>Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs. CRRSA Act Section 313(d)(5).</p> | <p>Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs. ARP Act Section 2001(e)(2)(G).</p> |
| <p>Training and professional development for LEA staff on sanitation and minimizing the spread of infectious diseases. CARES Act Section 18003(d)(6).</p> | <p>Training and professional development for LEA staff on sanitation and minimizing the spread of infectious diseases. CRRSA Act Section 313(d)(6).</p> | <p>Training and professional development for LEA staff on sanitation and minimizing the spread of infectious diseases. ARP Act Section 2001(e)(2)(H).</p> |
| <p>Purchasing supplies to sanitize and clean facilities operated by an LEA. CARES Act Section 18003(d)(7).</p> | <p>Purchasing supplies to sanitize and clean facilities operated by an LEA. CRRSA Act Section 313(d)(7).</p> | <p>Purchasing supplies to sanitize and clean facilities operated by an LEA. ARP Act Section 2001(e)(2)(I).</p> |
| <p>Planning and coordination during long-term closures, including how to provide meals to eligible students, how to provide online learning technology to all students, how to provide guidance on meeting IDEA requirements, and how to ensure other educational services can continue to be provided consistent with federal, state, and local requirements. CARES Act Section 18003(d)(8).</p> | <p>Planning and coordination during long-term closures, including how to provide meals to eligible students, how to provide online learning technology to all students, how to provide guidance on meeting IDEA requirements, and how to ensure other educational services can continue to be provided consistent with federal, state, and local requirements. CRRSA Act Section 313(d)(8).</p> | <p>Planning and coordination during long-term closures, including how to provide meals to eligible students, how to provide online learning technology to all students, how to provide guidance on meeting IDEA requirements, and how to ensure other educational services can continue to be provided consistent with federal, state, and local requirements. ARP Act Section 2001(e)(2)(J).</p> |
| <p>Purchasing educational technology, which could include hardware, software, and connectivity, for students served by the LEA that aids in regular, substantive educational interaction between students and educators, including low-income students and students with disabilities. This could also include assistive technology or adaptive equipment. CARES Act Section 18003(d)(9).</p> | <p>Purchasing educational technology, which could include hardware, software, and connectivity, for students served by the LEA that aids in regular, substantive educational interaction between students and educators, including low-income students and students with disabilities. This could also include assistive technology or adaptive equipment. CRRSA Act Section 313(d)(9).</p> | <p>Purchasing educational technology, which could include hardware, software, and connectivity, for students served by the LEA that aids in regular, substantive educational interaction between students and educators, including low-income students and students with disabilities. This could also include assistive technology or adaptive equipment. ARP Act Section 2001(e)(2)(K).</p> |
| <p>Providing mental health services and supports. CARES Act Section 18003(d)(10).</p> | <p>Providing mental health services and supports. CRRSA Act Section 313(d)(10).</p> | <p>Providing mental health services and supports. ARP Act Section 2001(e)(2)(L).</p> |



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| <p>Planning and implementing summer learning and supplemental afterschool program activities, including providing classroom instruction or online learning during the summer months and addressing the needs of low-income students, students with disabilities, English learners, migrant students, students experiencing homelessness, and children in foster care. CARES Act Section 18003(d)(11).</p> | <p>Planning and implementing summer learning and supplemental afterschool program activities, including providing classroom instruction or online learning during the summer months and addressing the needs of low-income students, students with disabilities, English learners, migrant students, students experiencing homelessness, and children in foster care. CRRSA Act Section 313(d)(11).</p> | <p>Planning and implementing summer learning and supplemental afterschool program activities, including providing classroom instruction or online learning during the summer months and addressing the needs of low-income students, students with disabilities, English learners, migrant students, students experiencing homelessness, and children in foster care. ARP Act Section 2001(e)(2)(M).</p> |
| <p>Other activities necessary to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff. CARES Act Section 18003(d)(12).</p> | <p>Other activities necessary to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff. CRRSA Act Section 313(d)(15).</p> | <p>Other activities necessary to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff ARP Act Section 2001(e)(2)(R)</p> |
| | <p>Addressing learning loss among all students in all subgroups, including by:</p> <ul style="list-style-type: none"> • Administering high-quality, reliable assessments that can assess student academic progress and assist educators in meeting student needs, including by using differentiated instruction. • Implementing evidence-based activities to meet the comprehensive needs of students. • Providing information and assistance to parents and families on ways to support students. • Tracking student performance and engagement in distance learning environments. CRRSA Act Section 313(d)(12). | <p>Addressing learning loss among all students in all subgroups, including by:</p> <ul style="list-style-type: none"> • Administering high-quality, reliable assessments that can assess student academic progress and assist educators in meeting student needs, including by using differentiated instruction. • Implementing evidence-based activities to meet the comprehensive needs of students. • Providing information and assistance to parents and families on ways to support students. • Tracking student performance and engagement in distance learning environments. ARP Act Section 2001(e)(2)(N). |
| | <p>School facility repairs and improvements to enable operation of schools to reduce risk of virus transmission and exposure to environmental health hazards and support student health needs. CRRSA Act Section 313(d)(13).</p> | <p>School facility repairs and improvements to enable operation of schools to reduce risk of virus transmission and exposure to environmental health hazards and support student health needs. ARP Act Section 2001(e)(2)(O).</p> |



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| | <p>Inspecting, testing, maintaining, repairing, replacing, and upgrading projects to improve the indoor air quality in school facilities, including HVAC systems, filtering, purification and other air cleaning, fans, control systems, and window and door repair and replacement. CRRSA Act Section 313(d)(14).</p> | <p>Inspecting, testing, maintaining, repairing, replacing, and upgrading projects to improve the indoor air quality in school facilities, including HVAC systems, filtering, purification and other air cleaning, fans, control systems, and window and door repair and replacement. ARPA Section 2001(e)(2)(P).</p> |
| | | <p>Development of strategies and implementation of public health protocols that align with Centers for Disease Control and Prevention guidance on reopening and operating school facilities to maintain the health and safety of students, educators, and other staff. ARPA Section 2001(e)(2)(Q).</p> |

Source: CARES Act Section 18003; CRRSA Act Section 313; and American Rescue Plan Act, H.R. 1319.

--[Charles Hendrix](#) covers education funding and other Title I issues for LRP Publications.

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