

# Lowell School District

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45 S. Moss St. ♦ Lowell, Oregon 97452 ♦ (541) 937-2105

## **Board of Director's Meeting**

August 24, 2015

Professional Development Center

5:45 pm – Walking tour and review of renovation projects Executive Session

7:00 pm - Public Session

## **AGENDA –Revised 8/21/15**

The Lowell School Board encourages public input. Persons wishing to address the Board on school related issues, are invited to do so, either when the item is presented on the agenda, or under the "Public Comments" section. In the interest of time and order, presentations from the public are limited to three (3) minutes per person, and the total time for individual agenda items shall not exceed twenty (20) minutes. An individual speaker's allotted time may not be increased by a donation of time from members of the public in attendance. If you wish to speak under Public Comments, please complete a Public Comment Form and turn it in to the Assistant to the Superintendent. The Board requests complaints or charges against an employee be held in Executive Session. Individuals who require disability-related accommodations or modifications to participate in the Board meeting should contact the Superintendent in writing prior to the meeting.

### **1.0 5:45 PM OPENING BUSINESS—Professional Development Center**

- 1.1 Call to Order
- 1.2 Public Comment on Executive Session Topics
- 1.3 Walking tour and review of renovation projects
- 1.4 Convene to Executive Session

### **2.0 EXECUTIVE SESSION—Superintendent's Office Conference Room**

#### 2.1 Pursuant to ORS 192.660(2)(i)

To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

##### 2.1.1 Discussion of Superintendent's Annual Objectives and Evaluation Process

#### 2.2 Pursuant to ORS 192.660 (2) (d).

To conduct deliberations with persons designated by the governing body to carry on labor negotiations.

#### 2.3 Pursuant to ORS 192.660 (2)(f)

To consider records exempt by law from public inspection.

#### 2.4 Pursuant to ORS 192.660 (2)(j)

To carry on negotiations under ORS chapter 293 with private persons or businesses regarding proposed acquisition, exchange or liquidation of public investments.

#### 2.5 Return to Public Session

### **3.0 7:00 PM OPENING OF PUBLIC SESSION—Professional Development Center**

- 3.1 Public Session Call to Order
- 3.2 Pledge of Allegiance
- 3.3 Attendance:  
\_\_\_\_Dennis McCallum, Chair

- \_\_\_ Suzanne Kintzley, Vice-Chair
- \_\_\_ Mike Galvin
- \_\_\_ Joyce Donnell
- \_\_\_ Jim Chapman
- \_\_\_ Walt Hanline, Ed. D., Superintendent
- \_\_\_ Kay Graham, Principal
- \_\_\_ Marisa Owsley, Student Body Representative
- \_\_\_ Michelle Stephens, Assistant to the Superintendent

3.4 Approval of Agenda – August 24, 2015

Recommended Action: Approval of Agenda

MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

4.0 **COMMUNITY/SCHOOL PRESENTATIONS**

4.1 Appreciation of Gary Riberal and Larry Garratt for their service to the Lowell School District by serving on the Budget Committee

4.2 Shift Happens!—Presented by Dr. Hanline

*\*\*Those that have received commendations or made presentations will have an opportunity to be excused at this time.*

5.0 **PUBLIC COMMENT**

*\*\*Opportunity for Citizens to address items not on the Agenda. Persons wishing to address the Board on any school related issue not listed elsewhere on the agenda are invited to do so now. Board Members are limited, but not required, to give a brief response to public statements or questions regarding non-agenda items.*

6.0 **CONSENT AGENDA—consolidated motion**

*\*\*The purpose of the Consent Agenda is to expedite action on routine agenda items. These items will be acted upon with one motion, second and approval of the Board, unless a member of the board or public wishes to pull the item for individual discussion and action. All matters listed under Consent Agenda are those on which the board has previously deliberated or can be classified as routine items of business. **There will be no separate discussion of these items prior to the vote by the Board unless members of the Board, staff, or public request specific items to be discussed or pulled from the Consent Agenda.** Members of the public who wish to speak on an item must first fill out a public comment card.*

Recommended Action: Approval of Consent Agenda

6.1 Board Minutes from June 22, 2015 Board Meeting (Attachment)

6.2 Ratification of Employment (Attachment)

6.3 Check Register: 27228-27347 (Attachment)

6.4 Approval of the cooperative agreement with Pleasant Hill for girls' soccer (Attachment)

MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

7.0 **ACTION DISCUSSION**

7.1 Recommendation: Approve the appointment of the following persons to the Budget Committee—Presented by Dr. Hanline

- Heather Jalof
- Jim Martini

- Jerry Bjornstad (re-appointment)

Explanatory Statement: Per OSBA, as part of the organizational process, each year, the School Board shall appoint the standing members of the Budget Committee

MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

7.2 Recommendation: Approve the Superintendent’s Evaluation Form—Presented by Dr. Hanline (Attachment)

Explanatory Statement: To standardize the annual process of evaluation of the Superintendent.

MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

7.3 Recommendation: Approve the action of the Superintendent to apply the 2% salary increase to classified, management, and confidential employees as was directed by the Board at the April 22, 2015, when the approval of the LEA contract took place.

Explanatory Statement: The board previously directed this action to be taken, however, this was not reflected in the minutes of the meeting.

MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

7.4 Recommendation: Waive 1<sup>st</sup> and 2<sup>nd</sup> reading, and approve Board Policy CCA—Presented by Dr. Hanline (Attachment)

Explanatory Statement: There is not currently a policy CCA which outlines the organizational chart for Lowell SD.

MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

7.5 Recommendation: Approve the modification of the charter language—Presented by Dr. Hanline (Attachment)

Explanatory Statement: Mountain View Academy has requested a change in the charter language.

MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

7.6 Recommendation: Approve Dennis McCallum and Johnie Matthews as additional custodians of district funds—Referred by Ms. McNamara

Explanatory Statement: Previously, the wording stated that the Board Chair be a custodian of funds and the banking institution needs the wording clarified to designate Mr. McCallum by name. It is also appropriate for Mr. Matthews to have the ability to sign checks and authorize funding in his role of Vice-Principal.

MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

7.7 Recommendation: Approve the change in the board calendar which moves the May 11<sup>th</sup> budget meeting to May 18<sup>th</sup>—Presented by Dr. Hanline (Attachment)

Explanatory Statement: There is a scheduling conflict with the May 11<sup>th</sup> date.

MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

## **8.0 INFORMATION AND STUDY**

- 8.1 Technology report—Presented by Mr. Bowers
- 8.2 Report on the Bond Matching Process—Presented by Mr. Matthews
- 8.3 Report on STN Conference—Presented by Mr. Selibi and Mr. Ellison
- 8.4 1<sup>st</sup> reading of OSBA policies (Attachment)
- 8.5 Report on OSBA Summer Conference—Board of Directors
- 8.6 Utility Report—Referred by Ms. Weathers (Attachment)
- 8.7 Mountain View Academy Report—Referred by Ms. Weathers (Attachment)
- 8.8 Financial Report—Referred by Mr. Standridge (Attachment)
- 8.9 Student Body Representative Report—Presented by Ms. Owsley
- 8.10 Principals Report—Presented by Ms. Graham
- 8.11 Superintendent’s Report—Presented by Dr. Hanline
- 8.12 Board Members’ Report

## **9.0 ADJOURNMENT**

Any documents that are public records and are provided attachments to public session items on this agenda are accessible to the public on the District’s Website, with the exception of documents provided at the time of the meeting. Documents that are public records, and are provided at the time of the meeting to a majority of the Board regarding a public session item, will be made available for public inspection upon request to the Superintendent's Assistant.

# Lowell School District

45 S. Moss St. ♦ Lowell, Oregon 97452 ♦ (541) 937-2105

## **Board of Director's Meeting**

June 22, 2015

Professional Development Center

6:00 pm - Executive Session

7:00 pm – Budget Hearing immediately followed by the Public Session

### **Minutes**

The Lowell School Board encourages public input. Persons wishing to address the Board on school related issues, are invited to do so, either when the item is presented on the agenda, or under the "Public Comments" section. In the interest of time and order, presentations from the public are limited to three (3) minutes per person, and the total time for individual agenda items shall not exceed twenty (20) minutes. An individual speaker's allotted time may not be increased by a donation of time from members of the public in attendance. If you wish to speak under Public Comments, please complete a Public Comment Form and turn it in to the Assistant to the Superintendent. The Board requests complaints or charges against an employee be held in Executive Session. Individuals who require disability-related accommodations or modifications to participate in the Board meeting should contact the Superintendent in writing prior to the meeting.

#### **1.0 OPENING BUSINESS—Professional Development Center**

- 1.1 Call to Order
- 1.2 Appointment of New Board Member Joyce Donnell  
MOTION: Jim Chapman 2<sup>nd</sup>: Mike Galvin AYES: 4 NOES: 0 ABSTAIN: 0
- 1.3 Swearing in of Joyce Donnell, Lowell School District Board of Directors
- 1.4 Public Comment on Executive Session Topics
- 1.5 Convene to Executive Session

#### **2.0 EXECUTIVE SESSION—Superintendent's Office Conference Room**

- 2.1 Pursuant to ORS 192.660(2)(i)  
To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.
  - 2.1.1 Discussion of Superintendent's Annual Objectives and Evaluation Process
- 2.2 Pursuant to ORS 192.660 (2) (d).  
To conduct deliberations with persons designated by the governing body to carry on labor negotiations.
- 2.3 Pursuant to ORS 192.660 (2)(f)  
To consider records exempt by law from public inspection.
  - The Lowell School Board considered the items reflected on the Executive Session Agenda and no action was taken.
- 2.4 Return to Public Session

#### **3.0 BUDGET HEARING (PUBLIC HEARING)—Professional Development Center**

- 3.1 2015-16 Lowell School District Budget and Tax Levy (Attachment)
- 3.2 Public input and discussion
- 3.3 Close budget and tax levy hearing

### **3.4 Open Public Hearing 2014-15 Supplemental Budget**

- 3.4.1 2014-15 Supplemental Budget (See attachment 8.1)
- 3.4.2 Public input and discussion
- 3.4.3 Close budget hearing

### **4.0 OPENING OF PUBLIC SESSION**

- 4.1 Public Session Call to Order
- 4.2 Pledge of Allegiance
- 4.3 Attendance:

- Dennis McCallum, Chair
- Suzanne Kintzley, Vice-Chair
- Mike Galvin
- Joyce Donnell
- Jim Chapman
- Walt Hanline, Ed. D., Superintendent
- Kay Graham, Principal
- Marisa Owsley, Student Body Representative
- Michelle Stephens, Assistant to the Superintendent

- 4.4 Approval of Agenda – Date

Recommended Action: Approval of Agenda

MOTION: Suzanne Kintzley 2<sup>nd</sup>: Jim Chapman AYES: 5 NOES: 0 ABSTAIN: 0

### **5.0 COMMUNITY/SCHOOL PRESENTATIONS**

- 5.1 Presentation to Leslie Brandt in honor of her service on the Lowell School Board—Presented by Mr. McCallum and Dr. Hanline  
Ms. Brandt was unable to attend, but it was noted that she was an asset to Lowell and will be missed
- 5.2 Presentation to Lowell School District Retirees in honor of their service to the Lowell School District—Presented by Mr. McCallum and Dr. Hanline
  - 5.2.1 John Boyle
  - 5.2.2 Jef Jalof
  - 5.2.3 Bob Kindle was unable to attend
- 5.3 Acknowledgement of Fall Creek Nursery in honor of their partnership with Lowell School District—Presentation of the Plaque of Appreciation by Dr. Hanline will be at a later date due to schedule conflicts

### **6.0 PUBLIC COMMENT**

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### **7.0 CONSENT AGENDA—consolidated motion**

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board has previously deliberated or can be classified as routine items of business. **There will be no separate discussion of these items prior to the vote by the Board unless members of the Board, staff, or public request specific items to be discussed or pulled from the Consent Agenda.** Members of the public who wish to speak on an item must first fill out a public comment card.

7.1 Board Minutes from May 18, 2015 Board Meeting (Attachment)

7.2 Ratification of Employment (Attachment)

7.3 Check Register: 27010 through 27131 (Attachment)

MOTION: Jim Chapman 2<sup>nd</sup>: Mike Galvin AYES: 5 NOES: 0 ABSTAIN: 0

## 8.0 **ACTION DISCUSSION**

8.1 Approve Resolution 2014-15-7 to Adopt the 2014-15 Supplemental Budget—Referred by Mr. Standridge; Presented by Dr. Hanline (Attachment)

MOTION: Suzanne Kintzley 2<sup>nd</sup>: Jim Chapman AYES: 5 NOES: 0 ABSTAIN: 0

8.2 Approve Resolution 2014-15-8 to Adopt the 2015-16 Budget and Certify the Tax Levy –Referred by Mr. Standridge; Presented by Dr. Hanline (Attachment)

MOTION: Suzanne Kintzley 2<sup>nd</sup>: Jim Chapman AYES: 5 NOES: 0 ABSTAIN: 0

8.3 Approve the architectural contract for Master Planning—Presented by Dr. Hanline (Attachment)

- Initial discussion: Two year funding plan to pay over two budget periods but a one-time expenditure;
- There are pros and cons to each firm;
- Sometimes knowledge breeds contempt
- Mr. McCallum felt that either firm was acceptable, Ms. Kintzley felt they were both acceptable but leans toward gLAs, Mr. Galvin like gLAs, Ms. Donnell preferred Robertson Sherwood as did Mr. Chapman

1<sup>st</sup> Motion to hire gLAs Architecture

MOTION: Mike Galvin 2<sup>nd</sup>: Dennis McCallum AYES: 4 NOES: 1 ABSTAIN: 0

McCallum-yes

Kintzley-yes

Galvin-yes

Donnell-yes

Chapman-no

After additional discussion, the board members felt as though this motion needed to be reconsidered.

2<sup>nd</sup> Motion calling to reconsider the first motion making it into two motions:

MOTION: Mike Galvin 2<sup>nd</sup>: Suzanne Kintzley AYES: 5 NOES: 0 ABSTAIN: 0

3<sup>rd</sup> Motion: To move forward with the District Master Planning Process

MOTION: Mike Galvin 2<sup>nd</sup>: Suzanne Kintzley AYES: 5 NOES: 0 ABSTAIN: 0

4<sup>th</sup> Motion to accept the proposal from gLAs Architecture

MOTION: Dennis McCallum 2<sup>nd</sup>: Suzanne Kintzley AYES: 5 NOES: 0 ABSTAIN: 0

8.4 Approve the Lowell School District Energy Master Plan—Presented by Ms. Graham (Attachment)

There will be no cost to the Lowell School District; this is a money saving endeavor with the board acknowledging this endeavor

MOTION: Joyce Donnell 2<sup>nd</sup>: Dennis McCallum AYES: 5 NOES: 0 ABSTAIN: 0

8.5 Approval of Board Policy GBDA—Presented by Dr. Hanline (Attachment)

\*\*This item was presented previously. Wording previously deleted needs to be returned to the policy order to be compliant with Oregon Statute ORS 653.077(10)(b) and (c)

MOTION: Suzanne Kintzley 2<sup>nd</sup>: Mike Galvin AYES: 5 NOES: 0 ABSTAIN: 0

8.6 Approval of designating four (4) chest freezers surplus—Presented by Dr. Hanline

MOTION: Mike Galvin 2<sup>nd</sup>: Suzanne Kintzley AYES: 5 NOES: 0 ABSTAIN: 0

8.7 Approval of Mountain View Academy Opting out of employer contribution to PERS for staff—Presented by Dr. Hanline

The decision to the type and amount of benefits they provide their employees is their decision and we support them and their decision

MOTION: Mike Galvin 2<sup>nd</sup>: Joyce Donnell AYES: 5 NOES: 0 ABSTAIN: 0

8.8 Approve the appointment of the following individuals to serve on the Lowell-Fall Creek Foundation Board for the 2015-2016 school year:

- Ron Johnson
- Donna McCallum
- Maureen Weathers
- Warren Weathers
- Diane Stephens
- Nancy Garratt
- Sharon Carroll

MOTION: Joyce Donnell 2<sup>nd</sup>: Mike Galvin AYES: 5 NOES: 0 ABSTAIN: 0

## 9.0 **INFORMATION AND STUDY**

9.1 Food Service Update and Report—Presented by Mr. Bowers

- The summer food program is growing!
- Breakfast started today and we are now serving breakfast, lunch, and supper
- The city of Lowell is appreciative of not having to deal with the issues surrounding the lunch program, ie clean parks!
- The district received a 9.8 rating out of 10, with a 10 rating as signifying the very best in the State, on their evaluation for small school districts (the criteria for a small district is less than 5000 students.)

9.2 School Improvement Plans—Presented by Ms. Graham

9.3 Board Governance Notebook—Presented by Dr. Hanline



9.4 Mountain View Academy Report—Referred by Ms. Weathers (Attachment)

9.5 Utility Report—Referred by Ms. Weathers (Attachment)

9.6 Financial Report—Referred by Mr. Standridge (Attachment)

9.7 Student Body Representative Report—Presented by Ms. Owsley

- Reported Washington DC trip and follow up trip as a part of the Co-op program with Lane Electric as the sponsor and in February she will go to New Orleans
- Graduation went well
- Lundy play was in the newspaper and also went well
- Sr. Trip was a success
- Sr. careers class with projects will occur at the beginning of the school year

9.8 Principals Report—Presented by Ms. Graham

9.9 Superintendent’s Report—Presented by Dr. Hanline

9.10 Board Members’ Report

## 10.0 **ADJOURNMENT**

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<b>6.2</b>	<b>Name</b>	<b>Site</b>	<b>Position</b>	<b>Action</b>	<b>Salary</b>	<b>Effective</b>
<b>6.2a</b>	Nathan Bowers	Lowell SD	Director of IT; Director of Food Service	Change from Food Service Coordinator	Pay at the rate of Director	July 1, 2015
<b>6.2b</b>	Ben Silebi	Lowell SD	Transportation Manager; Custodial Director	Change from Supervisor of Custodian and painting services/bus driver	Pay at the rate of manager/director	July 1, 2015
<b>6.2c</b>	Antonio Rius	Lowell HS	Spanish Teacher	New Hire	Range 6; Step 8 .33 FTE	September 1, 2015

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Board Secretary Signature  
Approved: August 24, 2015

SUNGARD PENTAMATION  
 DATE: 08/07/2015  
 TIME: 21:35:51

LOWELL SCHOOL DISTRICT #71  
 CHECK REGISTER - BY FUND

PAGE NUMBER: 1  
 ACCTPA21

SELECTION CRITERIA: transact.ck\_date between '20150701 00:00:00.000' and '20150731 00:00:00.000'  
 ACCOUNTING PERIOD: 2/16

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	27228	07/01/15	2016	BENJAMIN SILEBI	1002554000000000	410	TRANSP. OFFICE SUPP	0.00	65.99
A101	27228	07/01/15	2016	BENJAMIN SILEBI	1002542000000000	340	CONFERENCE LUNCH	0.00	24.74
TOTAL CHECK									90.73
A101	27229	07/01/15	1613	BRIDGEWAY HOUSE	1001250000320000	371	BARKER JUN TUITION	0.00	2,750.00
A101	27231	07/01/15	1032	CARQUEST AUTO PARTS	1002542000000000	410	BLDG MAINTENANCE	0.00	25.46
A101	27232	07/01/15	1565	COLETTE ULLRICH	1002410000000000	410	OFFICE SUPPLIES	0.00	16.83
A101	27233	07/01/15	2127	DEBI MCNAMARA	1002520000000000	340	MCNAMARA CONF TRAVE	0.00	67.85
A101	27234	07/01/15	1119	EARLY CHILDHOOD-CAR	1002190000320000	313	EVALUATION SERVICES	0.00	6,006.36
A101	27235	07/01/15	2353	FUELEDUCATION	1001131000210000	319	ONLINE INSTRUCTION	0.00	299.00
A101	27236	07/01/15	1070	JERRY BROWN COMPANY	1002554000000000	460	FUEL PUMPS	0.00	6,496.85
A101	27237	07/01/15	1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	13.44
A101	27237	07/01/15	1071	JERRY'S BUILDING MA	1002543000000000	410	GROUNDS MAINT.	0.00	120.99
A101	27237	07/01/15	1071	JERRY'S BUILDING MA	1002543000000000	410	GROUNDS MAINT.	0.00	35.83
TOTAL CHECK									170.26
A101	27238	07/01/15	2085	KAREN CARDWELL	1002222000000000	430	LIBRARY BOOKS	0.00	861.84
A101	27238	07/01/15	2085	KAREN CARDWELL	1002222000000000	410	BOOK SUPPLIES	0.00	10.96
TOTAL CHECK									872.80
A101	27239	07/01/15	1334	LANE COMMUNITY COLL	1002574000000000	355	PRINT 'THE BRIDGE'	0.00	266.60
A101	27240	07/01/15	1087	LANE EDUCATION SERV	1001250000320000	311	ESD 14-15 SERVICES	0.00	54,329.00
A101	27241	07/01/15	1644	LANE ELECTRIC COOPE	1002542000000000	325	MAY/JUN ELECTRICITY	0.00	2,151.74
A101	27241	07/01/15	1644	LANE ELECTRIC COOPE	1002554000000000	325	MAY/JUN ELECTRICITY	0.00	115.90
TOTAL CHECK									2,267.64
A101	27242	07/01/15	2259	MICAH KLATT	1002240000000000	340	KLATT TRAVEL	0.00	17.25
A101	27243	07/01/15	1196	NORTHWEST TEXTBOOK	1001111000000000	420	READING TEXTBOOKS	0.00	715.72
A101	27244	07/01/15	2279	OFFICEMAX	1002410000000000	410	OFFICE SUPPLIES	0.00	176.39
A101	27245	07/01/15	1789	OREGON DEPARTMENT O	1002321000000000	640	CRIMINAL HIST CHECK	0.00	5.00
A101	27246	07/01/15	1239	SECURITY ALARM CORP	1002542000000000	329	ELEM ALARM SYSTEM	0.00	49.75
A101	27246	07/01/15	1239	SECURITY ALARM CORP	1002542000000000	329	HS ALARM SYSTEM	0.00	60.75
TOTAL CHECK									110.50
A101	27247	07/01/15	2370	SHERWIN-WILLIAMS	1002542000000000	410	PAINTING SUPPLIES	0.00	457.58
A101	27249	07/01/15	1002	AFLAC	100	L472.125	DED:8106 AFLAC P/A	0.00	123.76
A101	27249	07/01/15	1002	AFLAC	100	L472.125	DED:8108 AFLAC CNCR	0.00	41.65
A101	27249	07/01/15	1002	AFLAC	100	L472.125	DED:8010 AFLAC ACDN	0.00	65.39

SUNGARD PENTAMATION  
 DATE: 08/07/2015  
 TIME: 21:35:51

LOWELL SCHOOL DISTRICT #71  
 CHECK REGISTER - BY FUND

PAGE NUMBER: 2  
 ACCTPA21

SELECTION CRITERIA: transact.ck\_date between '20150701 00:00:00.000' and '20150731 00:00:00.000'  
 ACCOUNTING PERIOD: 2/16

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	27249	07/01/15	1002	AFLAC	100	L472.125	DED:8011 AFLAC STD	0.00	42.43
A101	27249	07/01/15	1002	AFLAC	100	L472.125	DED:8017 AFLAC DSBL	0.00	14.98
TOTAL CHECK								0.00	288.21
A101	27250	07/01/15	1701	AMERICAN FIDELITY A	100	L472.730	DED:7300 A/F-DSBLTY	0.00	422.28
A101	27250	07/01/15	1701	AMERICAN FIDELITY A	100	L472.731	DED:7301 A/F-CANCER	0.00	237.40
A101	27250	07/01/15	1701	AMERICAN FIDELITY A	100	L472.734	DED:7304 125 ACIDNT	0.00	125.70
A101	27250	07/01/15	1701	AMERICAN FIDELITY A	100	L472.738	DED:7308 A.F. LIFE	0.00	631.50
A101	27250	07/01/15	1701	AMERICAN FIDELITY A	100	L472.734	DED:7310 A/F ACCIDE	0.00	33.40
A101	27250	07/01/15	1701	AMERICAN FIDELITY A	100	L472.731	DED:7299 CANCER A/T	0.00	12.00
A101	27250	07/01/15	1701	AMERICAN FIDELITY A	100	L472.731	DED:7309 A/F CANCER	0.00	53.90
A101	27250 V	07/01/15	1701	AMERICAN FIDELITY A	100	L472.731	DED:7301 A/F-CANCER	0.00	-237.40
A101	27250 V	07/01/15	1701	AMERICAN FIDELITY A	100	L472.734	DED:7304 125 ACIDNT	0.00	-125.70
A101	27250 V	07/01/15	1701	AMERICAN FIDELITY A	100	L472.730	DED:7300 A/F-DSBLTY	0.00	-422.28
A101	27250 V	07/01/15	1701	AMERICAN FIDELITY A	100	L472.738	DED:7308 A.F. LIFE	0.00	-631.50
A101	27250 V	07/01/15	1701	AMERICAN FIDELITY A	100	L472.731	DED:7309 A/F CANCER	0.00	-53.90
A101	27250 V	07/01/15	1701	AMERICAN FIDELITY A	100	L472.734	DED:7310 A/F ACCIDE	0.00	-33.40
A101	27250 V	07/01/15	1701	AMERICAN FIDELITY A	100	L472.731	DED:7299 CANCER A/T	0.00	-12.00
TOTAL CHECK								0.00	0.00
A101	27251	07/01/15	1795	AMERICAN FIDELITY A	100	L472.076	DED:7110 TSA-AM.FID	0.00	7,100.00
A101	27251	07/01/15	1795	AMERICAN FIDELITY A	100	L472.076	DED:7111 TSA AM/FID	0.00	582.08
TOTAL CHECK								0.00	7,682.08
A101	27252	07/01/15	1710	AMERICAN FIDELITY A	100	L472.732	DED:7302 UNREMB MED	0.00	759.32
A101	27252	07/01/15	1710	AMERICAN FIDELITY A	100	L472.336	DED:7306 CHILDCARE	0.00	1,249.98
TOTAL CHECK								0.00	2,009.30
A101	27253	07/01/15	2321	AMERICAN FIDELITY H	100	L472.735	DED:7298 AM/FID HSA	0.00	2,713.22
A101	27254	07/01/15	1063	LOWELL S.D. SCHOLAR	100	L472.420	DED:8103 L. SCHOLAR	0.00	134.00
A101	27255	07/01/15	1206	OREGON DEPARTMENT O	100	L472.099	DED:0099 OR.DEPT.RV	0.00	1,166.29
A101	27256	07/01/15	1051	OREGON EDUCATION AS	100	L472.012	DED:8200 OEA	0.00	1,241.67
A101	27257	07/01/15	1052	OREGON SCHOOL EMPLO	100	L472.013	DED:8202 OSEA	0.00	996.38
A101	27258	07/01/15	1939	OSEA CHAPTER 118	100	L472.118	DED:8118 OSEA 118	0.00	10.00
A101	27259	07/01/15	2183	LEGAL SHIELD	100	L472.740	DED:7350 PP LEGAL	0.00	280.95
A101	27260	07/01/15	2342	TEXAS LIFE	100	L472.736	DED:7606 TEXAS LIFE	0.00	48.00
A101	27260	07/01/15	2342	TEXAS LIFE	100	L472.736	DED:7607 TEXAS LIFE	0.00	295.47
A101	27260 V	07/01/15	2342	TEXAS LIFE	100	L472.736	DED:7606 TEXAS LIFE	0.00	-48.00
A101	27260 V	07/01/15	2342	TEXAS LIFE	100	L472.736	DED:7607 TEXAS LIFE	0.00	-295.47
TOTAL CHECK								0.00	0.00
A101	27261	07/08/15	1701	AMERICAN FIDELITY A	100	L472.730	DED:7300 A/F-DSBLTY	0.00	414.30
A101	27261	07/08/15	1701	AMERICAN FIDELITY A	100	L472.731	DED:7299 CANCER A/T	0.00	303.30
A101	27261	07/08/15	1701	AMERICAN FIDELITY A	100	L472.734	DED:7304 '25 ACIDNT	0.00	159.10
A101	27261	07/08/15	1701	AMERICAN FIDELITY A	100	L472.738	DED:7308 A.F. LIFE	0.00	631.50

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
TOTAL CHECK								0.00	1,508.20
A101	27262	07/08/15	2488	MARCIE MCMAHON	100	L472.736	REFUND LIFE INSURAN	0.00	36.52
A101	27262	07/08/15	2488	MARCIE MCMAHON	100	L472.730	REFUND DSBLTY INSUR	0.00	7.98
TOTAL CHECK								0.00	44.50
A101	27263	07/08/15	2342	TEXAS LIFE	100	L472.736	DED: 7606 TEXAS LIF	0.00	306.95
A101	27264	07/09/15	2495	BURRELL BROS. ELECT	1002542000000000	322	BLDG MAINTENANCE	0.00	1,448.00
A101	27265	07/09/15	2329	CDW GOVERNMENT	1002520000000000	480	COMPUTER	0.00	1,920.18
A101	27265	07/09/15	2329	CDW GOVERNMENT	1002661000000000	410	COMPUTER SUPPLIES	0.00	903.44
A101	27265	07/09/15	2329	CDW GOVERNMENT	1002661000000000	640	COMPUTER	0.00	1,016.74
TOTAL CHECK								0.00	3,840.36
A101	27266	07/09/15	1040	CITY OF LOWELL	1002542000000000	327	JUN WATER/SEWER	0.00	833.68
A101	27266	07/09/15	1040	CITY OF LOWELL	1002554000000000	327	JUN WATER/SEWER	0.00	191.13
TOTAL CHECK								0.00	1,024.81
A101	27268	07/09/15	1157	GUARD PUBLISHING CO	1002310000000000	640	BUDGET NOTICES	0.00	735.00
A101	27269	07/09/15	1070	JERRY BROWN COMPANY	1002554000000000	411	VEHICLE FUEL	0.00	1,110.60
A101	27271	07/09/15	1113	MINERS GRADUATE SER	1002410000000000	410	GRADUATION AWARDS	0.00	174.00
A101	27273	07/09/15	2483	NATIONAL PHOTOCOPY	1002520000000000	410	PRINTER SUPPLIES	0.00	228.50
A101	27274	07/09/15	1196	NORTHWEST TEXTBOOK	1001111000000000	420	TEXTBOOKS	0.00	715.72
A101	27275	07/09/15	1202	OETC	1002661000000000	470	COMPUTER SOFTWARE	0.00	97.36
A101	27276	07/09/15	1215	PARAMOUNT SUPPLY CO	1002542000000000	410	BLDG MAINTENANCE	0.00	5.54
A101	27277	07/09/15	1727	PARTIES TO GO	1002410000000000	410	GRADUATION DECOR	0.00	109.00
A101	27278	07/09/15	2167	SANIPAC	1002542000000000	328	JUN HS GARBAGE	0.00	220.70
A101	27278	07/09/15	2167	SANIPAC	1002542000000000	328	JUN ELEM GARBAGE	0.00	259.30
TOTAL CHECK								0.00	480.00
A101	27279	07/09/15	2423	TRIPLE J&S SIGNS	1002542000000000	410	SIGN	0.00	35.00
A101	27280	07/09/15	2475	WELLS FARGO	1002574000000000	355	COPIER LEASE	0.00	585.50
A101	27282	07/09/15	2494	ACCUITY, LLC	1002310000000000	381	2014-15 AUDIT PARTI	0.00	3,000.00
A101	27283	07/09/15	2493	ASBO	1002520000000000	640	2014-15 DUES	0.00	219.00
A101	27284	07/09/15	2016	BENJAMIN SILEBI	1002542000000000	410	CUSTODIAL SUPPLIES	0.00	7.88
A101	27284	07/09/15	2016	BENJAMIN SILEBI	1002554000000000	410	COMPUTER SUPPLIES	0.00	39.92
TOTAL CHECK								0.00	47.80
A101	27285	07/09/15	1259	COASTWIDE LABORATOR	1002542000000000	410	CUSTODIAL SUPPLIES	0.00	394.07

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	27286	07/09/15	2372	EDSPIRE	1002661000000000	640	2015-16 SUBSCRIPTIO	0.00	300.00
A101	27287	07/09/15	1151	FOLLETT SOFTWARE CO	1002222000000000	640	15-16 LIBRARY LICEN	0.00	1,400.00
A101	27288	07/09/15	1071	JERRY'S BUILDING MA	1002543000000000	410	GROUNDS MAINT.	0.00	82.39
A101	27288	07/09/15	1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	150.46
A101	27288	07/09/15	1071	JERRY'S BUILDING MA	1002542000000000	410	RETURN CREDIT	0.00	-18.98
A101	27288	07/09/15	1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	241.17
TOTAL CHECK								0.00	455.04
A101	27289	07/09/15	2085	KAREN CARDWELL	1002222000000000	430	OBOB BOOKS	0.00	67.86
A101	27289	07/09/15	2085	KAREN CARDWELL	1002222000000000	440	LIBRARY SUBSCRIPTIO	0.00	46.95
TOTAL CHECK								0.00	114.81
A101	27290	07/09/15	2490	ODYSSEYWARE	1001131000050000	319	ONLINE ED LICENSE	0.00	7,000.00
A101	27291	07/09/15	1202	OETC	1002661000000000	640	SOFTWARE LICENSE	0.00	77.36
A101	27292	07/09/15	2190	OREGON PERS	1002520000000000	640	15/16 ADMIN FEE	0.00	37.50
A101	27293	07/09/15	1209	OREGON SMALL SCHOOL	1002321000000000	640	2015-16 ANNUAL DUES	0.00	341.00
A101	27294	07/09/15	1211	OSBA	1002321000000000	640	SCHOOL LAW REPORTER	0.00	240.00
A101	27294	07/09/15	1211	OSBA	1002310000000000	640	LEGAL ASSIST. DUES	0.00	270.00
A101	27294	07/09/15	1211	OSBA	1002310000000000	640	2015-16 POLICY UPDA	0.00	1,095.00
TOTAL CHECK								0.00	1,605.00
A101	27295	07/09/15	1056	SAIF CORPORATION	100	L473.004	2015-16 SAIF BALANC	0.00	18,128.24
A101	27296	07/09/15	2492	SHAMROCK SUPPLY CO.	1002542000000000	410	DISHWASHER SUPPLIES	0.00	144.00
A101	27297	07/09/15	2370	SHERWIN-WILLIAMS	1002542000000000	410	PAINTING SUPPLIES	0.00	708.23
A101	27300	07/10/15	1022	U S BANK	1002321000000000	410	RETIREMENT GIFTS	0.00	53.99
A101	27300	07/10/15	1022	U S BANK	1002410000000000	640	REFUND	0.00	-397.69
A101	27300	07/10/15	1022	U S BANK	1002410000000000	410	CONCERT SNACKS	0.00	56.10
A101	27300	07/10/15	1022	U S BANK	1002310000000000	410	NAME PLATE	0.00	9.25
A101	27300	07/10/15	1022	U S BANK	1002321000000000	410	NAME PLATES	0.00	18.50
A101	27300	07/10/15	1022	U S BANK	1002321000000000	410	APPRECIATION PLAQUE	0.00	87.95
A101	27300	07/10/15	1022	U S BANK	1002410000000000	410	OFFICE SUPPLIES	0.00	102.32
A101	27300	07/10/15	1022	U S BANK	1001250000320000	410	SPED SUPPLIES	0.00	148.05
A101	27300	07/10/15	1022	U S BANK	1002520000000000	640	PAYROLL FEE	0.00	24.00
A101	27300	07/10/15	1022	U S BANK	1002543000000000	410	MOWER FUEL	0.00	26.65
A101	27300	07/10/15	1022	U S BANK	1001131000050000	410	WOODSHOP SUPPLIES	0.00	172.84
TOTAL CHECK								0.00	301.96
A101	27301	07/15/15	1914	HEYMAN'S SAFE, LOCK	1002542000000000	410	KEY BLANKS	0.00	17.20
A101	27302	07/15/15	1066	HUNGERFORD LAW FIRM	1002310000000000	382	JUNE LEGAL SVCS	0.00	313.33
A101	27303	07/15/15	2483	NATIONAL PHOTOCOPY	1002574000000000	355	MAY/JUNE COPIES	0.00	326.53

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	27304	07/15/15	1166	VERIZON	1002554000000000	351	BUS CELL PHONES	0.00	69.68
A101	27304	07/15/15	1166	VERIZON	1002554000000000	351	CELL PHONE SERVICE	0.00	7.65
A101	27304	07/15/15	1166	VERIZON	1002542000000000	351	CELL PHONE SERVICE	0.00	103.42
TOTAL CHECK								0.00	180.75
A101	27305	07/15/15	1230	CENTURY LINK	1002542000000000	351	TELEPHONE SERVICE	0.00	307.84
A101	27306	07/15/15	2494	ACCUITY, LLC	1002525000000000	381	MVA 2014-15 AUDIT	0.00	1,500.00
A101	27307	07/15/15	2171	ALVIN RIGGS	1002542000000000	322	ELEM LED LIGHTS	0.00	2,166.72
A101	27308	07/15/15	2263	ANTHONY NOLAN	1002543000000000	410	MOWER GAS	0.00	11.98
A101	27310	07/15/15	1259	COASTWIDE LABORATOR	1002542000000000	410	CUSTODIAL SUPPLIES	0.00	322.52
A101	27311	07/15/15	1071	JERRY'S BUILDING MA	1002543000000000	410	GROUNDS MAINT.	0.00	29.99
A101	27311	07/15/15	1071	JERRY'S BUILDING MA	1002542000000000	460	BLDG MAINT. TOOL	0.00	149.99
A101	27311	07/15/15	1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	48.17
A101	27311	07/15/15	1071	JERRY'S BUILDING MA	1002543000000000	410	WOOD RETURNED	0.00	-29.99
TOTAL CHECK								0.00	198.16
A101	27313	07/15/15	2496	MECHANICAL HEATING	1002554000000000	410	OIL NOZZLES	0.00	36.00
A101	27314	07/15/15	1752	OFFICE DEPOT	1002310000000000	410	BOARD SUPPLIES	0.00	24.16
A101	27314	07/15/15	1752	OFFICE DEPOT	1002310000000000	410	BOARD SUPPLIES	0.00	108.32
TOTAL CHECK								0.00	132.48
A101	27315	07/15/15	1211	OSBA	1002310000000000	640	JUL POLICY PLUS FEE	0.00	50.00
A101	27316	07/15/15	1225	POSTMASTER	1002574000000000	353	'THE BRIDGE' POSTAG	0.00	183.65
A101	27317	07/15/15	2459	PROGRASS	1002543000000000	322	LAWN TREATMENT	0.00	127.00
A101	27318	07/15/15	2015	RANDY DOAN	1002542000000000	410	BLDG MAINTENANCE	0.00	3.50
A101	27318	07/15/15	2015	RANDY DOAN	1002542000000000	410	BLDG MAINTENANCE	0.00	541.98
TOTAL CHECK								0.00	545.48
A101	27321	07/15/15	1002	AFLAC	100	L472.125	DED:8106 AFLAC P/A	0.00	144.98
A101	27321	07/15/15	1002	AFLAC	100	L472.125	DED:8017 AFLAC DSBL	0.00	23.40
A101	27321	07/15/15	1002	AFLAC	100	L472.125	DED:8011 AFLAC STD	0.00	42.43
A101	27321	07/15/15	1002	AFLAC	100	L472.125	AFLAC ACDN	0.00	65.39
A101	27321	07/15/15	1002	AFLAC	100	L472.125	AFLAC CNCR	0.00	93.91
TOTAL CHECK								0.00	370.11
A101	27327	07/22/15	1497	LOWELL SCHOOL DISTR	100	R1992	JH REG FEES TO JHSB	0.00	120.00
A101	27327	07/22/15	1497	LOWELL SCHOOL DISTR	100	R1993	HS REG FEES TO ASB	0.00	590.00
TOTAL CHECK								0.00	710.00
A101	27328	07/23/15	1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	7.99
A101	27328	07/23/15	1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	10.29
A101	27328	07/23/15	1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	37.57

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
TOTAL CHECK								0.00	55.85
A101	27329	07/23/15	2498	JOHN WILEY & SONS,	1001131000180000	420	MATH TEXTBOOKS	0.00	2,346.76
A101	27330	07/23/15	1208	OREGON EMPLOYMENT D	1002520000000000	232	UNEMPLOY. BENEFITS	0.00	74.82
A101	27333	07/23/15	2149	CENTURY LINK-LONG D	1002542000000000	351	LONG DIST. TELEPHON	0.00	12.94
A101	27334	07/23/15	2016	BENJAMIN SILEBI	1002554000000000	410	OFFICE SUPPLIES	0.00	116.44
A101	27334	07/23/15	2016	BENJAMIN SILEBI	1002542000000000	340	SILEBI IPM TRAINING	0.00	117.81
A101	27334	07/23/15	2016	BENJAMIN SILEBI	1002542000000000	410	CUSTODIAL SUPPLIES	0.00	36.97
A101	27334	07/23/15	2016	BENJAMIN SILEBI	1002554000000000	460	FILING CABINETS	0.00	373.98
TOTAL CHECK								0.00	645.20
A101	27336	07/23/15	2399	CPM EDUCATIONAL PRO	1001131000180000	420	MATH EBOOK LICENSE	0.00	240.54
A101	27338	07/23/15	1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	193.98
A101	27338	07/23/15	1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	230.06
A101	27338	07/23/15	1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	63.00
A101	27338	07/23/15	1071	JERRY'S BUILDING MA	1002543000000000	410	BLDG MAINTENANCE	0.00	29.70
A101	27338	07/23/15	1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	119.96
A101	27338	07/23/15	1071	JERRY'S BUILDING MA	1002554000000000	410	BUS BARN MAINT.	0.00	77.98
A101	27338	07/23/15	1071	JERRY'S BUILDING MA	1002542000000000	460	MAINTENANCE TOOL	0.00	199.99
A101	27338	07/23/15	1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	34.24
A101	27338	07/23/15	1071	JERRY'S BUILDING MA	1002543000000000	410	BLDG MAINTENANCE	0.00	12.18
A101	27338	07/23/15	1071	JERRY'S BUILDING MA	1002543000000000	410	BLDG MAINTENANCE	0.00	54.35
A101	27338	07/23/15	1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	49.32
TOTAL CHECK								0.00	1,064.76
A101	27340	07/23/15	2481	MCKENZIE POWER EQUI	1002543000000000	410	BLDG MAINTENANCE	0.00	28.95
A101	27342	07/23/15	1752	OFFICE DEPOT	1002520000000000	410	OFFICE SUPPLIES	0.00	25.94
A101	27343	07/23/15	2345	PAULSEN ENVIRONMENT	1002542000000000	640	LHS PLASTER SAMPLIN	0.00	345.00
A101	27343	07/23/15	2345	PAULSEN ENVIRONMENT	1002554000000000	640	BUS BARN SAMPLING	0.00	205.00
TOTAL CHECK								0.00	550.00
A101	27344	07/23/15	1222	PLATT ELECTRIC SUPP	1002542000000000	410	BLDG MAINTENANCE	0.00	13.31
A101	27345	07/23/15	2370	SHERWIN-WILLIAMS	1002542000000000	410	PAINING SUPPLIES	0.00	31.07
A101	27345	07/23/15	2370	SHERWIN-WILLIAMS	1002542000000000	410	PAINING SUPPLIES	0.00	280.22
A101	27345	07/23/15	2370	SHERWIN-WILLIAMS	1002542000000000	410	PAINING SUPPLIES	0.00	79.46
TOTAL CHECK								0.00	390.75
A101	27348	07/23/15	1623	WILLAMETTE ESD	1002321000000000	470	JUL PENTAMATION	0.00	826.59
TOTAL CASH ACCOUNT								0.00	152,163.13
TOTAL FUND								0.00	152,163.13



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FUND - 208 - GEAR UP

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	27290	07/09/15	2490	ODYSSEYWARE	2082120000000000	310	ONLINE EDUCATION	0.00	3,500.00
TOTAL CASH ACCOUNT								0.00	3,500.00
TOTAL FUND								0.00	3,500.00

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FUND - 211 - STEAMON!

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	27270	07/09/15	1071	JERRY'S BUILDING MA	2112210000000000	410	WOODSHOP SUPPLIES	0.00	63.80
A101	27270	07/09/15	1071	JERRY'S BUILDING MA	2112210000000000	410	WOODSHOP SUPPLIES	0.00	438.39
TOTAL CHECK								0.00	502.19
TOTAL CASH ACCOUNT								0.00	502.19
TOTAL FUND								0.00	502.19

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ACCOUNTING PERIOD: 2/16

FUND - 231 - IDEA 14-15

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	27240	07/01/15	1087	LANE EDUCATION SERV	2311250000320000	311	ESD 14-15 SERVICES	0.00	45,000.00
TOTAL CASH ACCOUNT								0.00	45,000.00
TOTAL FUND								0.00	45,000.00

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ACCOUNTING PERIOD: 2/16

FUND - 292 - BUS REPLACEMENT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	27339	07/23/15	2491	KS STATEBANK	2925100000000660	610	LOAN #4 PRINCIPAL	0.00	10,369.05
A101	27339	07/23/15	2491	KS STATEBANK	2925100000000660	622	LOAN #4 INTEREST	0.00	973.56
TOTAL CHECK								0.00	11,342.61
TOTAL CASH ACCOUNT								0.00	11,342.61
TOTAL FUND								0.00	11,342.61

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FUND - 294 - RENTAL HOUSES

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	27272	07/09/15	2304	NATHAN BOWERS	2942540000000000	410	ALLERGEN FILTER	0.00	69.99
TOTAL CASH ACCOUNT								0.00	69.99
TOTAL FUND								0.00	69.99

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FUND - 295 - ATHLETICS & ACTIVITIES

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	27327	07/22/15	1497	LOWELL SCHOOL DISTR	295	R1741	SPORTS FEES TO JHSB	0.00	240.00
TOTAL CASH ACCOUNT								0.00	240.00
TOTAL FUND								0.00	240.00

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FUND - 297 - FOOD SERVICE FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	27230	07/01/15	2336	BROTHERS PLUMBING	2973100000000000	322	DISHWASHER INSTALL.	0.00	1,780.00
A101	27248	07/01/15	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	456.67
A101	27267	07/09/15	2291	EARTH20	2973100000000000	450	WATER COOLER RENTAL	0.00	5.00
A101	27267	07/09/15	2291	EARTH20	2973100000000000	450	WATER COOLER RENTAL	0.00	5.00
TOTAL CHECK								0.00	10.00
A101	27270	07/09/15	1071	JERRY'S BUILDING MA	2973100000000000	410	CAFETERIA MAINTENAN	0.00	245.32
A101	27298	07/09/15	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	440.55
A101	27299	07/09/15	2193	UMPQUA DAIRY	2973100000000000	450	FOOD SUPPLIES	0.00	98.70
A101	27304	07/15/15	1166	VERIZON	2973100000000000	351	CELL PHONE SERVICE	0.00	29.73
A101	27309	07/15/15	2377	BILLY REID	2973100000000000	340	MILEAGE REIMBURSE.	0.00	117.88
A101	27312	07/15/15	1928	KLEEN SOLUTIONS, IN	2973100000000000	410	DISHWASHER SUPPLIES	0.00	59.95
A101	27319	07/15/15	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	430.15
A101	27320	07/15/15	2193	UMPQUA DAIRY	2973100000000000	450	FOOD SUPPLIES	0.00	130.80
A101	27320	07/15/15	2193	UMPQUA DAIRY	2973100000000000	450	FOOD RETURNED	0.00	-348.80
A101	27320	07/15/15	2193	UMPQUA DAIRY	2973100000000000	450	FOOD SUPPLIES	0.00	81.75
A101	27320	07/15/15	2193	UMPQUA DAIRY	2973100000000000	450	FOOD SUPPLIES	0.00	98.10
A101	27320	07/15/15	2193	UMPQUA DAIRY	2973100000000000	450	FOOD SUPPLIES	0.00	120.60
TOTAL CHECK								0.00	82.45
A101	27322	07/21/15	2377	BILLY REID	2973100000000000	340	REID TRAVEL	0.00	501.98
A101	27323	07/21/15	2377	BILLY REID	2973100000000000	389	REID CONSULTING SVC	0.00	2,000.00
A101	27331	07/23/15	2193	UMPQUA DAIRY	2973100000000000	450	FOOD SUPPLIES	0.00	414.20
A101	27331	07/23/15	2193	UMPQUA DAIRY	2973100000000000	450	FOOD SUPPLIES	0.00	81.75
A101	27331	07/23/15	2193	UMPQUA DAIRY	2973100000000000	450	FOOD SUPPLIES	0.00	130.80
A101	27331	07/23/15	2193	UMPQUA DAIRY	2973100000000000	450	EXPIRED MILK	0.00	-348.80
A101	27331	07/23/15	2193	UMPQUA DAIRY	2973100000000000	450	FOOD SUPPLIES	0.00	98.10
A101	27331 V	07/23/15	2193	UMPQUA DAIRY	297	E770	FOOD SUPPLIES	0.00	-130.80
A101	27331 V	07/23/15	2193	UMPQUA DAIRY	297	E770	FOOD SUPPLIES	0.00	-98.10
A101	27331 V	07/23/15	2193	UMPQUA DAIRY	297	E770	EXPIRED MILK	0.00	348.80
A101	27331 V	07/23/15	2193	UMPQUA DAIRY	297	E770	FOOD SUPPLIES	0.00	-414.20
A101	27331 V	07/23/15	2193	UMPQUA DAIRY	297	E770	FOOD SUPPLIES	0.00	-81.75
TOTAL CHECK								0.00	0.00
A101	27337	07/23/15	2291	EARTH20	2973100000000000	450	FOOD SUPPLIES	0.00	42.55
A101	27338	07/23/15	1071	JERRY'S BUILDING MA	2973100000000000	410	CAFETERIA STOOL	0.00	20.99
A101	27341	07/23/15	1737	THE CLM GROUP, INC.	2973100000000000	640	ANNUAL MEALTIME FEE	0.00	1,237.00
A101	27346	07/23/15	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	567.22

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FUND - 297 - FOOD SERVICE FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	27347	07/23/15	2193	UMPQUA DAIRY	2973100000000000	450	FOOD SUPPLIES	0.00	109.60
A101	27347	07/23/15	2193	UMPQUA DAIRY	2973100000000000	450	FOOD SUPPLIES	0.00	414.20
TOTAL CHECK								0.00	523.80
TOTAL CASH ACCOUNT								0.00	8,644.94
TOTAL FUND								0.00	8,644.94



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FUND - 300 - DEBT SERVICE FUNDS

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	27335	07/23/15	2393	CAPITAL ONE PUBLIC	3005100000000640	610	LOAN #3 PRINCIPAL	0.00	57,022.01
A101	27335	07/23/15	2393	CAPITAL ONE PUBLIC	3005100000000640	621	LOAN #3 INTEREST	0.00	8,528.12
TOTAL CHECK								0.00	65,550.13
A101	27339	07/23/15	2491	KS STATEBANK	3005100000000660	610	LOAN #4 PRINCIPAL	0.00	17,775.51
A101	27339	07/23/15	2491	KS STATEBANK	3005100000000660	621	LOAN #4 INTEREST	0.00	1,668.95
TOTAL CHECK								0.00	19,444.46
TOTAL CASH ACCOUNT								0.00	84,994.59
TOTAL FUND								0.00	84,994.59

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 ACCOUNTING PERIOD: 2/16

FUND - 400 - CAPITAL PROJECTS

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	27281	07/09/15	2489	WESTERN ASPHALT MAI	4002540000000000	322	ASPHALT COATING	0.00	10,915.00
A101	27281	07/09/15	2489	WESTERN ASPHALT MAI	4002540000000000	322	ASPHALT COATING	0.00	550.00
A101	27281	07/09/15	2489	WESTERN ASPHALT MAI	4002540000000000	322	ASHPHALT COATING	0.00	6,440.00
A101	27281	07/09/15	2489	WESTERN ASPHALT MAI	4002540000000000	322	ASPHALT COATING	0.00	7,740.00
TOTAL CHECK								0.00	25,645.00
A101	27324	07/21/15	2421	PAINT THE TOWN, LLC	40025400002000602	590	HS GYM PAINTING	0.00	3,000.00
A101	27325	07/21/15	2497	SECURITY MONSTER	4002660000000000	550	SECURITY SYS. DEPOS	0.00	4,803.50
TOTAL CASH ACCOUNT								0.00	33,448.50
TOTAL FUND								0.00	33,448.50
TOTAL REPORT								0.00	339,905.95



Oregon School Activities Association  
25200 SW Parkway Avenue, Suite 1, Wilsonville, OR 97070

503.682.6722 FAX 503.682.0960 <http://www.osaa.org> Scan to: [applications@osaa.org](mailto:applications@osaa.org)

## Cooperative Sponsorship Application

See OSAA Constitution, Article 6-5, and Executive Board Policies, "Cooperative Sponsorship" for additional information.

Each school involved in the cooperative agreement must complete this form for each sport (i.e. boys' golf; girls' golf; etc.).

The deadline for a cooperative sponsorship is the first contest date of the season in which the cooperatively sponsored team is to compete.

NOTE: The OSAA must have approval from the members of the league or special district in which the cooperative team will be competing. (See the District Approval form on page 3). Also, each school in a coop must pay the participation fee for each activity in which they participate.

- Activity covered by this application (one activity per form):  Boys  Girls SOCCER
- Name of League or Special District in which the team will be competing: SA SPECIAL DISTRICT 4
- Reason for cooperative sponsorship: LOWELL DOES NOT PROVIDE A GIRLS SOCCER TEAM. ONE STUDENT WISHES TO PARTICIPATE
- This application will start in 2015  1 year co-op  2 year co-op  3 year co-op  4 year co-op
- Under cooperative sponsorship, what will be the identity (name) of the team: PLEASANT HILL
- Where will practices be held? PLEASANT HILL 7. Where will home competition be held? PLEASANT HILL
- Is this school involved in a co-op with another school in the same sport?  Yes  No List schools: \_\_\_\_\_

Name of SCHOOL A: Lowell Classification: 1A Regular District: mt west

- Please list the number of students in this school who have participated in this activity during each year indicated below. If the school did not sponsor the activity during any of the years listed, please respond "N/A".

	12	11	10	9
Last school year	16	17	17	24
Current school year	17	24	24	34
Anticipated next year	24	24	16	24

- Total school enrollment

Last school year	83	—	—	—
Current school year	99	—	—	—
Anticipated next year	106	—	—	—

Date School Board approved this cooperative sponsorship: \_\_\_\_\_ (A copy must be available at the request of the OSAA).

Official Approval: Superintendent of School A: \_\_\_\_\_ Date: \_\_\_\_\_

Name of SCHOOL B: PLEASANT HILL Classification: 3A Regular District: MVC

- Please list the number of students in this school who have participated in this activity during each year indicated below. If the school did not sponsor the activity during any of the years listed, please respond "N/A".

	12	11	10	9
Last school year	2	2	7	8
Current school year	7	7	5	0
Anticipated next year	7	5	0	2

- Total school enrollment

Last school year	64	86	82	76
Current school year	86	82	76	75
Anticipated next year	82	76	75	90

Date School Board approved this cooperative sponsorship: \_\_\_\_\_ (A copy must be available at the request of the OSAA).

Official Approval: Superintendent of School B: \_\_\_\_\_ Date: \_\_\_\_\_

OSAA OFFICE USE ONLY Date Submitted: \_\_\_\_\_ School A ADM: \_\_\_\_\_ School B ADM: \_\_\_\_\_ Combined ADM: \_\_\_\_\_

Marc McGillivray  Approved  Denied \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Executive Director

Confirmation email date: \_\_\_\_\_ Invoice School:  A # \_\_\_\_\_  B # \_\_\_\_\_ DB Date: \_\_\_\_\_ Web Date: \_\_\_\_\_

6A: 1256+  
5A: 676-1257  
4A: 331-675  
3A: 191-330  
2A: 90-190  
1A: 10-89

# Lowell School District

## EVALUATION OF THE SUPERINTENDENT

**Date:;**

**INSTRUCTIONS:** This evaluation instrument is divided into nine categories. Each Board member is asked to rate the Superintendent on the items cited in each of the categories on a scale ranging from **1** to **5**. The number **1** is the lowest possible score and indicates unacceptable performance. The number **5** indicates outstanding or highly commendable performance. A definition of each numerical rating is presented as follows:

- 5 - OUTSTANDING** The Superintendent excels in this category.
- 4 - EXCELLENT** The Superintendent exceeds the expectations of his/her job description.
- 3 - MEETS EXPECTATIONS** The Superintendent meets expectations.
- 2 - NEEDS IMPROVEMENT** The Superintendent needs to concentrate self-improvement efforts in this area.
- 1 - UNSATISFACTORY** The Superintendent's performance in this category is unacceptable and requires immediate attention.

### A.) RELATIONSHIP WITH THE BOARD OF EDUCATION

---

Keeps the Board informed on issues, needs, and operations of the school system

\_\_\_\_\_

Offers professional advice to the Board on items requiring Board action

\_\_\_\_\_

Supports Board policy and actions in a positive and responsive manner

\_\_\_\_\_

Handles differences of opinion between Board members and herself/himself in an effective manner

\_\_\_\_\_

Engenders trust among Board members, staff, and the community.

\_\_\_\_\_

**Comments:**

**B.) ADMINISTRATION OF THE SCHOOL DISTRICT**

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---

Plans his/her own time so that matters of greatest importance is dealt with thoroughly.

\_\_\_\_\_

Periodically reviews and reorganizes staff duties and/or responsibilities to take full advantage of the staff's special competencies and interests.

\_\_\_\_\_

Has developed a system that assures that all significant activities or duties are performed regularly or administered promptly.

\_\_\_\_\_

Provides the Board with a written agenda and appropriate backup material by the determined date before each Board meeting.

\_\_\_\_\_

**Comments:**

**C.) EDUCATIONAL LEADERSHIP**

---

---

Understands and keeps informed regarding all aspects of the instructional program.

\_\_\_\_\_

Organizes and actively encourages a planned program of curriculum evaluation and improvement.

\_\_\_\_\_

Has provided for a system of measurement and goals for students and curriculum.

\_\_\_\_\_

Exemplifies the skills and attitudes of a master teacher and inspires in others the highest professional standards.

\_\_\_\_\_

Anticipates needs.

\_\_\_\_\_

**Comments:**

**D.) PERSONNEL**

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---

Develops good staff morale and loyalty.

\_\_\_\_\_

Delegates authority to staff members appropriate to the position each holds.

\_\_\_\_\_

Develops and executes sound personnel procedures and practices.

\_\_\_\_\_

Provides for the systematic, organized evaluation of all staff.

\_\_\_\_\_

Evaluates performance of staff members, giving commendations for good work as well as constructive suggestions for improvements.

\_\_\_\_\_

**Comments:**

**E.) BUSINESS AND FINANCIAL MANAGEMENT**

---

---

Plans budget information in terms of educational priorities.

\_\_\_\_\_

Oversees budget operations with the Board in a thorough and effective manner.

\_\_\_\_\_

Evaluates needs and recommends adequate financing.

\_\_\_\_\_

Work with support staff in providing adequate data to support budgetary recommendations.

\_\_\_\_\_

**Comments:**

**F.) COMMUNITY RELATIONSHIPS**

---

---

Gains the trust and respect of the community on the conduct of the school operations.

\_\_\_\_\_

Solicits and gives attention to problems and opinions of all groups and individuals.

\_\_\_\_\_

Achieves status as a leader in public education.

\_\_\_\_\_

Provides educational leadership to the community.

\_\_\_\_\_

**Comments:**

**G.) INDIVIDUAL CHARACTERISTICS**

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Uses sound and appropriate judgment.

\_\_\_\_\_

Consistently exhibits composure, emotional stability and poise.

\_\_\_\_\_

Demonstrates high standards of ethics and good character.

\_\_\_\_\_

Actively engage, listen for understanding, seek to be understood in his/her interactions with stakeholders.

\_\_\_\_\_

Demonstrates ethical leadership in work and community related activities

\_\_\_\_\_

**Comments:**

**H.) JOB-RELATED CHARACTERISTICS**

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Speaks and writes effectively.

\_\_\_\_\_

Acts in a decisive manner.

\_\_\_\_\_

Demonstrates creativity and flexibility.

\_\_\_\_\_

Utilizes effective techniques in managing and prioritizing his time and energy.

\_\_\_\_\_

Maintains his/her professional development by reading, conference attendance, work on professional committees and professional organizations.

\_\_\_\_\_

**Comments:**

**I.) ANNUAL OBJECTIVES**

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Performance on addressing annual Board approved Superintendent objectives.

\_\_\_\_\_

**Comments:**

**Summary Comments:** Start Here



**Lowell School District #71**  
**Organization Chart**  
**2015 - 2016**  
**Policy CCA**

**Superintendent**

- Principal (see direct reports below)
- Assistant Principal (see direct reports below)
- District Secretary
- Chief Business Official
- Business Office Manager - Human Resources
  - Accountant
- Consultants (Transportation, Food Service and Educational Leadership)

**High School Principal**

- Special Education Coordinator
- Counselor
- Special Education Educational Assistants
- High School Teachers
- High School Secretary II
- High School Secretary I (Part-time Position)
- Educational Assistants and LHS and Lundy
- Library Technicians at LHS and Lundy
- Youth Transition Program Coordinator
- Athletic Director
- Activities Coordinator

**Assistant Principal**

- High School and Elementary Teachers Assigned by Principal
- Elementary Secretary II
- Elementary Secretary I (Part-time Position)
- Transportation/Custodial Director
  - Bus Drivers
  - Custodians
- Maintenance Supervisor
  - Grounds Keeper
  - Maintenance and Technology Assistant
- Technology and Food Service Director
  - Food Service Staff

**Other**

- Lane ESD contracted employees Speech Pathologist Behavior Specialist
- Autism Consultant
- School Psychologist
- School Nurse (Contract)

## Request to Modify Existing Charter Language

**The Mountain View Academy Board is requesting the modification of the Charter Language, as reflected in Article 10, Section D reflected below in red.**

### 10. Employment Matters

#### A. Employees of Mountain View

The Mountain View Board will make all decisions regarding compensation, promotion, discipline, hiring, and termination of Mountain View employees. Mountain View will set salary and benefits its employees.

#### B. Payroll and Medical Insurance

Mountain View shall be responsible for payroll, medical insurance, and any other benefits or procedures related to the employment of its staff.

#### C. Supervision and Evaluation

The Mountain View Board will be responsible for the supervision and evaluation of all Mountain View employees. Mountain View will observe its own policies, applicable collective bargaining agreements, and state and federal law with regard to methods for evaluating staff performance and the resolution of employee-related problems, including complaint and grievance procedures.

#### D. PERS

~~Pursuant to ORS Chapter 338, the licensed and classified staff at Mountain View shall participate in the Public Employees Retirement System (PERS) and/or Oregon Public Service Retirement Program (OPSRP).~~

**"Pursuant to ORS 338, the licensed and classified staff at Mt. View Academy shall participate in the Public Employees Retirement System (PERS), Oregon Public Retirement Program (OPSRP), or any retirement program currently available. Any retirement program selected, must be done within the scope of the current Oregon law."**

E. Employee Welfare and Safety

Mountain View shall comply with all applicable federal and state laws concerning employee welfare, safety and health issues.

F. Employee Records

Mountain View shall be responsible for establishing and maintaining personnel records for Mountain View employees in compliance with all applicable federal and state laws concerning the maintenance, retention and disclosure of employee records.

G. Employee Conduct

Mountain View shall ensure that its licensed and classified staffs comply with all applicable state laws concerning employee conduct.

H. Substitutes

Mountain View will establish its own substitute pool and arrange for its own substitutes whenever necessary. The District will share its substitute list with Mountain View and will support Mountain View requests for restricted substitute licensure at the request of the Mountain View School Board Chair or designees.

I. Licensure

Mountain View shall abide by the licensure requirements of ORS Chapter 338. All required licensed and classified employees shall meet Highly Qualified requirements as defined by No Child Left Behind law and State of Oregon laws and regulations.

J. Professional Development

Mountain View shall provide professional development opportunities to its employees as provided for in state law. Mountain View teachers and classified staff may participate in Districtwide in-services and training programs upon approval of the District.

Mountain View shall train its teachers in its educational program.

K. TSPC Obligation

The Mountain View Director is responsible for all reporting obligations to TSPC regarding Mountain View employees.

L. Criminal Background Checks

Mountain View shall not knowingly employ any individual for whom a criminal background investigation has not been initiated or who has been convicted of one or more offenses as described in state law that prohibit employment in a public school. No later than August 25 of each school year, the Mountain View Board or designee shall provide the District with a list containing the names, job positions, and Social Security numbers of all of Mountain View employees. The list shall also indicate:

- (i) For each employee the date of initiation of the criminal background investigation required by ORS 342.223.
- (ii) For any individual hired in an instructional position after the start of the current academic year, Mountain View shall provide the District with such evidence of certification or other qualification no later than 30 days after the individual's initial date of hire.

# Lowell School District #71

## Board Calendar 2015-2016

Regular Board Meetings are scheduled for the 4<sup>th</sup> Monday of the month, with the Public Meeting beginning at 7:00 pm. When there is holiday on the 4<sup>th</sup> Monday, normally, the meeting will be held on the Third Monday. Study Session date are tentatively scheduled to provide the opportunity for the Board to meet to study an individual aspect of the District.

\*August 22, 2015 - Team Building Workshop from 8:00 – 4:00 pm

(Potential Topics include Review of Governance Handbook, Review of Strategic Plan, Impact of Leadership Styles and How to Be a Functional Team)

August 24, 2015 (Organizational and First Regular Meeting)

September 28, 2015

October 26, 2015

November 23, 2015

\*December 14, 2015

January 25, 2016

February 1, 2016 – (Strategic Plan Annual Report and Superintendent’s Annual Evaluation)

February 22, 2016 – (Closed Session - Appraisal of Each Staff Member)

**\*March 28, 2016**

**April ~~14~~ 18, 2016 – (First Budget Committee Meeting)**

April 25, 2016

May 2, 2016 – (Second Budget Committee Meeting)

May 23, 2016 – (Community Forum at 6:00 pm– State of the District and Budget Presentation)

June 27, 2016 – (Annual Budget Approval)

July 25, 2016 – (Board Organization Meeting)

\*Alternative Regular Board Meeting Day – Due to scheduling conflict, holiday, or Board workshop.

Approved: November 24, 2014



June 2015

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**Summer Board  
Conference**  
July 17-19 – Bend

**69th Annual  
Convention**  
November 12-15 –  
Portland

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*Policy Update* is a quarterly subscription publication of the Oregon School Boards Association.

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## **DISCRIMINATION COMPLAINT PROCEDURE**

### **Summary**

The recommended changes are a result of combining the procedural steps in the sample administrative regulation, in addition to identifying to whom complaints may be filed, and to better clarify the roles of parties in the complaint process.

### **Legal Reference**

None

### **Collective Bargaining Impact**

None

### **Local District Responsibility**

Review and adopt the recommended changes for the policy and the accompanying administrative regulation (AR). The AR associated with Nondiscrimination is required to be adopted by law - please board adopt in same fashion as a board policy.

### **Policy Implications**

AC - Nondiscrimination (Required)  
AC-AR - Discrimination Complaint Procedure (Required)

## **PERSONNEL DEFINITIONS AND INSTRUCTIONAL ASSISTANTS**

### **Summary**

[House Bill \(HB\) 2412](#) (2015) (effective January 1, 2016) addresses policy in renaming “educational assistants” to “instructional assistants” as well as other definitions within personnel.

### **Legal Reference**

None

### **Collective Bargaining Impact**

None

### **Local District Responsibility**

If the district has policy GAA and GDA it is recommended to review sample policy revisions for readoption. If the district does not have these policies the district does not need to adopt these policies unless the district feels it is in the best interest of the district.

### **Policy Implications**

GAA - Personnel: Definitions (Optional)  
GDA - Instructional Assistants (Optional)

## SMOKING, VAPORIZING AND AEROSOLIZING

### Summary

[House Bill \(HB\) 2546](#) (2015) adds and defines “inhalant delivery system.” It amends laws concerning the sale of tobacco products to minors, and use, distribution or possession of tobacco products by minors, so those laws equally apply to inhalant delivery systems. It continues the requirement that school and working environments be free of tobacco products and now inhalant delivery systems, and continues to prohibit smoking and now aerosolizing and vaporizing on any school property, including parking lots, by any student, staff member or visiting public.

The Act becomes operative on January 1, 2016.

### Legal Reference

Adding ORS 167.400, 339.883 and 431.840 - *See* specific policies for what legal references are added to policies noted below.

### Collective Bargaining Impact

None

### Local District Responsibility

Review the suggested changes to board policy and adopt as required.

### Policy Implications

GBK/JFCG/KGC - Prohibited Use, Possession, Distribution or Sale of Tobacco Products and Inhalant Delivery Systems (Versions 1 or 2; includes JFCG/KGC/GBK in section J and KGC/GBK/JFCG in section KL) (Required)

JFCG/JFCH/JFCI - Use of Tobacco Products, Alcohol, Drugs or Inhalant Delivery Systems (Required)

JFCG-AR - Discipline for Use, Possession, Distribution or Sale of Tobacco Products or Inhalant Delivery Systems (Versions 1 and 2) (Required)

KGB - Public Conduct on District Property (Versions 1 and 2) (Optional)

## FEDERAL FAMILY AND MEDICAL LEAVE ACT/STATE FAMILY MEDICAL LEAVE

### Summary

As a result of the U.S. Supreme Court’s decision in *United States v. Windsor*, which struck down section 3 of the Defense of Marriage Act (DOMA), the U.S. Department of Labor issued a [fact sheet](#) in February, 2015 with a Final Rule regarding the definition of “spouse” for Family and Medical Leave Act (FMLA). The Final Rule amended the definition of spouse under FMLA so that eligible employees in legal same-sex marriages or domestic partnerships will be able to take FMLA leave to care for their spouse or family members, and became effective March 27, 2015.

This publication is designed to provide accurate and authoritative information regarding the subject matter covered. It is furnished with the understanding that policies should be reviewed by the district’s legal counsel.



## **Legal Reference**

U.S. Department of Labor, Wage and Hour Division, 29 CFR, Part 825, Definition of Spouse Under the Family and Medical Leave Act.

## **Collective Bargaining Impact**

None

## **Local District Responsibility**

If the district has required administrative regulation GCBDA/GDBDA-AR(1) and (2) in its policy manual, review the new language and submit to the board for review. **Districts with 25 or more, but fewer than 50, staff members and only provide OFLA leave may choose to use the *Oregon Family Medical Leave (OFLA)* forms included in this *Policy Update*.** See OFLA Leave.

## **Policy Implications**

GCBDA/GDBDA-AR(1) - Federal Family and Medical Leave/State Family Medical Leave (Required)

GCBDA/GDBDA-AR(2) - Request for Family and Medical Leave (Required)

## **CRIMINAL RECORDS CHECKS**

### **Summary**

[House Bill \(HB\) 2412](#) (2015) included a change that repealed Oregon Revised Statute 342.232, which means, a school district, education service district, private school or public charter school may not start the employment of a potential employee or contractor prior to receipt and disposition of the criminal records check and/or fingerprinting. The district *may* begin the service of a volunteer pending the return and disposition of a criminal records check.

It also repealed ORS 342.227 which allowed Teacher Standards and Practices Commission to issue a temporary license or certificate to a teacher, etc. pending the return of a records check.

### **Legal Reference**

Repealed ORS 342.227 and 342.232

### **Collective Bargaining Impact**

None

### **Local District Responsibility**

Revise the language in policy GCDA/GDDA to reflect that a new hire or contractor will not start employment until completion of the criminal records check and/or fingerprinting. The board should readopt the new language.

### **Policy Implications**

GCDA/GDDA - Criminal Records Checks/Fingerprinting (Versions 1 and 2) (Required)  
LBE-AR - Public Charter Schools (Highly Recommended)

## INTERDISTRICT TRANSFERS

### Summary

[Senate Bill \(SB\) 709](#) (2015) is a cleanup bill to address issues from the previous legislation, and addresses only interdistrict transfers – there are no changes to open enrollment.

This bill addresses the following issues for accepting nonresident students into the district:

- The district may ask if there are preferred schools in the district;
- The district may ask whether the student may be given a priority, e.g., siblings, change of legal residence, completion of a public charter school within the district;
- The district **may** establish attendance and/or behavior minimum standards once the student has received consent to attend and may revoke consent for failure to comply;
- The district **may not** set minimum standards for academics and may not revoke consent for failure to meet other standards for academics;
- The student does not need to get a new transfer to keep attending the same district at which they received consent, if their family makes subsequent moves;
- If a student's consent is revoked for failure to meet attendance or behavior standards, the student cannot apply back to the same district the following school year;
- It provides the district the option of allowing the hardship of a student, (as determined by rules adopted by the State Board) without impacting the interdistrict transfer numbers.

The bill also outlines district and public charter school limitations on advertising openings for nonresident students using State School Fund monies. *See* ORS 339.127(9).

### Legal Reference

None

### Collective Bargaining Impact

None

### Local District Responsibility

It is recommended that the district review the revisions to policy and to readopt, and submit the administrative regulations for review to the board.

### Policy Implications

JECB - Admission of Nonresident Students (Highly Recommended)

JECB-AR(1) - Admission of Nonresident Students (Optional)

JECB-AR(4) - Request for Nonresident Student Admission - Interdistrict Transfer (Optional)

## SUSPENSION AND EXPULSION

### Summary

[Senate Bill \(SB\) 553](#), passed in the 2015 Legislative session, added an age restriction and other conditions to when a district can impose an out-of-school suspension on a student, and further added that a district must “...take steps to prevent the recurrence of the behavior that led to the out-of-school suspension...”. A second piece of legislation, [SB 556](#) (2015), added that truancy may not be used as a reason to impose expulsion on a student.

Further, [House Bill 2597](#) (2015) added that the notices required for noncompulsory attendance to the “parent, guardian or other person in a parental relationship,” must include a

notice that the parent may request an evaluation of their student’s current individualized education program (IEP), or an evaluation to determine if their student needs an IEP.

**Legal Reference**

None

**Collective Bargaining Impact**

None

**Local District Responsibility**

The board should review the recommended changes and adopt the revised and required new language in the referenced board policies. The administrative regulation JEA-AR is a required AR and needs only review by the board.

**Policy Implications**

- JEA-AR - Compulsory Attendance Notices and Citations (Highly Recommended)
- JEDA - Truancy (Versions 1 or 2) (Required)
- JFC - Student Conduct (Version 1 - NO CHANGE) (Required)
- JFC - Student Conduct and Discipline (Version 2 - SEE CHANGES) (Required)
- JG - Student Discipline (Required)
- JGD - Suspension (Required)
- JGE - Expulsion (Required)

**FIRST AID AND CPR CARDS; OUT-OF-STATE PHYSICIAN ORDERS**

**Summary**

Questions came from the field about policy language that noted “required current first-aid and CPR cards” for staff designated to deliver medications. A review of the Oregon Health Authority’s revised training protocols now suggests the additional training is “strongly encouraged.” Additionally, the new [House Bill \(HB\) 3149](#) (2015) allows a registered nurse who is employed by a public or private school to accept an order from a physician licensed to practice medicine or osteopathy in another state or territory of the U.S., if the order is related to the care or treatment of a student who has been enrolled at the school for not more than 90 days.

**Legal Reference**

None

**Collective Bargaining Impact**

None

**Local District Responsibility**

OSBA made the recommended changes in the sample policy but adoption of this revised language is **not** required – the district may choose to leave current policy language in JHCDA as is, requiring the first-aid and CPR cards.

A footnote was added in JHCD/JHCDA-AR next to the definition of “physician” (#1.c. on page 1) that addresses the practice of nursing as it relates to the care or treatment of a student

who has been enrolled at the school for not more than 90 days. This administrative regulation does not need to be readopted to add the footnote.

### **Policy Implications**

JHCDA - Prescription Medications (Required)  
JHCD/JHCDA-AR Prescription/Nonprescription Medication (Required)

## **PUBLIC COMPLAINTS**

### **Summary**

There have been some questions from the field that prompted OSBA to issue some further updates and clarifying changes in our related sample policies and administrative regulation for Public Complaints. Oregon Administrative Rule (OAR) 581-022-1941 says "...the district must establish a process for the prompt resolution of a complaint..." A complaint process must be established and be available in writing to a complainant, but is not required to be in policy. Therefore, OSBA designates the administrative regulation (KL-AR) as optional and the policy (KL) is highly recommended. When the district establishes a multiple step complaint process, it must include time periods and a designated person to receive the complaint for each step of the complaint process, and must include when a final decision will be reached.

Version 1 of the policy is designed to cover the basics; Version 2 has similar information and further outlines other complaint processes; and Version 3 is a brief narrative of the process. To what is now Version 4 of policy KL - Public Complaints, a subtitle was added to better clarify how this particular version of policy KL can be used. It contains policy language and the step-by-step complaint process – normally found in the administrative regulation – in the policy, so therefore does not need an accompanying administrative regulation like other versions do. If the district elects to keep the new Version 4 of policy KL, the board should delete KL-AR if applicable. Any of the other versions, 1, 2 or 3, should have a KL-AR - this sample is represented in this *Policy Update*.

In addition, a previous *Policy Update* release included versions of KL-AR that provided for Athletic Complaints and Review of an Administrative Decision. These versions of KL-AR are not required and are being deleted from OSBA samples, but if the district has them, they may choose to keep them.

### **Legal Reference**

None

### **Collective Bargaining Impact**

None

### **Local District Responsibility**

Review the summary above and make the necessary changes to the district's version(s) of policy and/or administrative regulation as necessary.

#### **2015-16 STAFF/STUDENT HANDBOOKS AND KEY DATES CALENDAR (*Available Now*):**

OSBA's Model Staff and Student Handbooks and Key Dates Calendar are revised annually to reflect recent legislation and other changes.

Samples and online ordering of these tools for purchase can be found on the OSBA website: [www.osba.org](http://www.osba.org).

## **Policy Implications**

KL - Public Complaints (Keeping current Versions 1, 2 and 3 as amended; deleting what was Version 4; renumbering Version 5 to Version 4) (All are designated Highly Recommended)

KL-AR - Public Complaint Procedure (Deleting Versions 1, 2, 4 and 5; keeping only Version 3 as revised) (Optional)

## **OFLA ONLY LEAVE**

### **Summary**

This version is related to OFLA leave only and recommended for districts with 25 or more, but fewer than 50 staff members and only provide OFLA leave. There have been no significant changes to Oregon Family Leave Act (OFLA) leave; the changes included are meant to clarify definitions and add additional language to existing definitions found in OFLA law.

### **Legal Reference**

None

### **Collective Bargaining Impact**

None

### **Local District Responsibility**

If the district has these required administrative regulations, GCBDA/GDBDA-AR(1), (2) and (4), in its policy manual, review the new language and submit to the board for review.

### **Policy Implications**

GCBDA/GDBDA-AR(1) - Oregon Family Medical Leave (OFLA) (Required)

GCBDA/GDBDA-AR(2) - Employee Request for OFLA Leave (Required)

GCBDA/GDBDA-AR(4) - OFLA Eligibility Notice to Employee (Required)

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## **NEWS CENTER**

### **[Senate Bill 79](#) (2015): CPR instruction for students**

This SB passed by the Legislature this session requires school districts to provide cardiopulmonary resuscitation (CPR) training as part of health education for Oregon school students in grades 7 through 12. Instruction may be taught by certified CPR instructor (may be a volunteer) or may be taught by a licensed teacher even if they are not a certified CPR instructor. Instruction must include hands-on CPR practice but this requirement may be waived based on a student's disability. This SB takes affect July 1, 2015. See the SB for specifics.

### **[Senate Bill 856](#) (2015): Child sexual abuse prevention education for grades K-12**

Effective upon passage, school district boards are required to adopt a "child sexual abuse prevention instructional program" for students in grades K-12. Additional information is accessible from the bill linked above.

**Senate Bill 321 (2015): **Compulsory age now six****

This bill changes the compulsory attendance age from 7 to 6 years of age and makes the change effective July 1, 2016 or beginning with the 2016-2017 school year. Updates for policies and administrative regulations subject to this SB are scheduled for January/February 2016 issue of *Policy Update*.

The designated dates for age consideration remain the same, as well as the requirement to enroll a student in school and ensure the student regularly attends a public full-time school. Districts may still process early entrance requests per board policy.

**House Bill 3041 (2015): **Sun protection for students****

Effective July 1, 2015. **No policy is required.** Schools shall allow the **outdoor use** of sun-protective clothing, including hats and the application of nonprescription sunscreen, during school hours, at school-sponsored activities or while under the supervision of school personnel. Nothing in this HB prevents the school from prohibiting certain clothing or hats based on the inappropriateness of graphics, color or message. The school may allow, but may not require, school personnel to assist students in the application of nonprescription sunscreen. The HB provides school personnel with immunity to criminal and civil liability for assisting in the application of nonprescription sunscreen.

**House Bill 2546 (2015): **Legalizing marijuana****

Measure 91 affects Oregon’s marijuana law and goes into effect on July 1, 2015. Since school districts, public charter schools, ESDs and community colleges receive federal funds they are required to adhere to federal law. Marijuana is still classified as a Schedule I controlled substance in federal law. Students, staff and all others are still prohibited from possessing, distributing or using marijuana, even for medicinal purposes, on any property designated as part of a district, school, ESD or community college, or at any of its activities. There are no anticipated changes to OSBA sample policy as a result of Measure 91. As a result of HB 2546, we are adding the definition of “inhalant delivery system,” which includes cannabinoid delivery systems, to policies GBK/JFCG/KGC. If you have questions, we invite you to attend summer board, where there will be opportunities to discuss the new law, or contact us now with questions.

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**ABOUT POLICY UPDATE**

*Policy Update* is a quarterly subscription newsletter providing a brief discussion of current policy issues of concern to Oregon school districts.

Sample policies reflecting these issues and changes in state and federal law, if applicable, are part of this newsletter. These samples are offered as a starting point for drafting local policy and may be modified to meet particular local needs. They do not replace district legal counsel advice.

To make the best use of *Policy Update*, we suggest you discuss the various issues it presents and use the sample policies to determine which policies your district should develop or revise, get ideas for what a policy should contain, and as a starting point for editing, modifying and discussing your district’s policy position.

If you have questions about *Policy Update*, sample policies or policy in general, call OSBA Policy Services, 800-578-6722.

# Oregon School Boards Association Selected Sample Policy

Code: AC  
Adopted:

## Nondiscrimination

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

In keeping with requirements of federal and state law, the district strives to remove any vestige of prohibits discrimination and harassment, including but not limited to, in employment, assignment and promotion of personnel; in educational opportunities and services offered students; in student assignment to schools and classes; in student discipline; in location and use of facilities; in educational offerings and materials; and in accommodating the public at public meetings.

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

The superintendent shall appoint and make known the individuals to contact on issues concerning the Americans with Disabilities Act of 1990 and Americans with Disabilities Act Amendments Act of 2008 (ADA), Section 504 of the Rehabilitation Act of 1973, Title VI, Title VII, Title IX and other civil rights or discrimination issues<sup>2</sup>. The district will publish grievance complaint procedures providing for prompt and equitable resolution of complaints from students, and employees and the public complaints.

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

END OF POLICY

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### Legal Reference(s):

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

[ORS 326.051\(1\)\(e\)](#)  
[ORS 342.934\(3\)](#)

[ORS 659.805](#)  
[ORS 659.815](#)

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<sup>1</sup>“Sexual orientation” means an individual’s actual or perceived heterosexuality, homosexuality, bisexuality or gender identity, regardless of whether the individual’s gender identity, appearance, expression or behavior differs from that traditionally associated with the individual’s sex at birth.

<sup>2</sup>Districts are reminded that the district is required to notify students and employees of the name, office address and telephone number of the employee or employees appointed.

[ORS 659.850 to -860](#)  
[ORS 659.865](#)  
[ORS 659.870](#)  
[ORS 659A.003](#)  
[ORS 659A.006](#)  
[ORS 659A.009](#)  
[ORS 659A.029](#)  
[ORS 659A.030](#)  
[ORS 659A.04340](#)

[ORS 659A.103100 to -145](#)  
[ORS 659A.109](#)  
[ORS 659A.112 to 659A.139](#)  
[ORS 659A.142](#)  
[ORS 659A.145](#)  
[ORS 659A.233](#)  
[ORS 659A.236](#)  
[ORS 659A.309](#)  
[ORS 659A.321](#)

[ORS 659A.409](#)  
[OAR 581-015-0054](#)  
[OAR 581-021-0045](#)  
[OAR 581-021-0046](#)  
[OAR 581-021-0049](#)  
[OAR 581-022-1140](#)  
[OAR 839-003-0000](#)

Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2006).  
Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-634 (2006); 29 C.F.R Part 1626 (2006).  
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2006); 28 C.F.R. Part 35 (2006).  
Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2006).  
Rehabilitation Act of 1973, 29 U.S.C. §§ 503, 791, 793-794 (2006).  
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2006); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2006).  
Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2006).  
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2006).  
Wygant v. Jackson Bd. of Educ., 476 U.S. 267 (1989).  
Americans with Disabilities Act Amendments Act of 2008.  
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212.  
Title II of the Genetic Information Nondiscrimination Act of 2008.



# Oregon School Boards Association Selected Sample Policy

Code: AC-AR  
Adopted:

## Discrimination Complaint/~~Grievance~~ Procedure

Complaints regarding ~~the interpretation or application of the district's nondiscrimination policy or harassment, on any basis protected by law,~~ shall be processed in accordance with the following procedures:

### Informal Procedure

~~Any person who feels that he/she has been discriminated against should discuss the matter with the principal, who shall in turn investigate the complaint and respond to the complainant within [five] school days. If this response is not acceptable to the complainant, he/she may initiate formal procedures.~~

~~If the principal is the subject of the complaint, the individual may file a complaint directly with the superintendent. If the superintendent is the subject of the complaint, the complaint may be filed with the Board chair.~~

### Formal Procedure

Step 1: ~~A written~~ Complaints may be oral or in writing and must be filed with the ~~{principal}~~ within ~~[five] school days of receipt of the response to the informal complaint.~~ The ~~{principal}~~ shall further investigate, ~~decide the merits of the complaint~~ and determine the action to be taken, if any, and reply, in writing, to the complainant within ~~{10}~~ school days ~~of receipt of the complaint.~~

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

Step 2: If the complainant wishes to appeal the decision of the ~~{principal}~~, he/she may submit a written appeal to the superintendent ~~{or designee}~~ within ~~{five}~~ school days after receipt of the ~~{principal}~~'s response to the complaint. The superintendent ~~{or designee}~~ ~~{shall}~~ ~~{may}~~ review the ~~{principal}~~'s decision and may meet with all parties involved, ~~as necessary.~~ The superintendent ~~{or designee}~~ will review the merits of the complaint and the ~~{principal}~~'s decision ~~make a decision~~ and respond in writing to the complainant within ~~{10}~~ school days.

Step 3: If the complainant is not satisfied with the decision of the superintendent ~~{or designee}~~, a written appeal may be filed with the Board within ~~{five}~~ school days of receipt of the superintendent's ~~{or designee's}~~ response to Step 2. The Board may decide to hear or deny the request for appeal. ~~In an attempt to resolve the complaint,~~ ~~The Board shall~~ ~~may~~ meet with the concerned parties and their representative at the next regular or special Board meeting. The Board's decision will be final and will include the legal basis for the decision, findings of fact and conclusions of law. A copy of the Board's final decision shall be sent to the complainant in writing within ~~{10}~~ days of this meeting.

If the ~~{principal}~~ is the subject of the complaint, the individual may file a complaint with the superintendent ~~{or designee}~~. If the superintendent is the subject of the complaint, the complaint should be referred to the Board chair. ~~{The Board may refer the investigation to a third party.}~~

Complaints against the Board as a whole or against an individual Board member, should be made to the Board chair and may be referred to district counsel. Complaints against the Board chair may be made directly to ~~{district counsel}~~ ~~{Board vice chair}~~.

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

If the complainant is not satisfied after exhausting local complaint procedures, or 90 days, whichever occurs first, he/she may appeal in writing to the Superintendent of Public Instruction under Oregon Administrative Rule (OAR) 581-022-1940.

**DISCRIMINATION COMPLAINT FORM**

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

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

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

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

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

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

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

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

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

# Oregon School Boards Association Selected Sample Policy

Code: **GAA**  
Adopted: **Recommend to Not Adopt**

## Personnel: Definitions\*

“Licensed employees” are those holding a position that requires a license issued by the state Teacher Standards and Practices Commission (TSPC).

1. A “teacher” is an employee who holds a teacher’s license or is registered to teach by TSPC.
2. A “contract teacher” is any teacher who has been regularly employed by a district for a probationary period of not more than three successive school years and who has been ~~reelected~~ **retained** for the next succeeding school year.
3. A “probationary teacher” is one who is not a contract teacher and who is employed for at least 135 consecutive days in any school year as a teacher in the district. At least 30 consecutive days of employment in the district in a successive year shall be sufficient to keep the service intact, and the teacher shall not lose credit for previous probationary years served.
4. A “temporary teacher” is any teacher employed to fill a position designated as temporary or experimental or to fill a vacancy that occurs after the opening of school because of unanticipated enrollment or the death, disability, retirement, resignation, contract nonextension or dismissal of a contract or probationary teacher.
5. A “substitute teacher” is any teacher employed to take the place of a probationary or contract teacher who is temporarily absent. A substitute teacher is employed on a day-to-day basis, without contract, and does the work of the regularly assigned teacher during the latter’s absence from duty. [Substitutes will not be eligible for fringe benefits and will be paid at a rate established annually by the Board in accordance with the provisions of Oregon law.]
6. An “intern teacher” is a regularly enrolled ~~student of a college or university~~ **candidate of an approved educator preparation provider**, who teaches under the supervision of the staff of ~~such institution~~ **the provider** and of the **employing** district, in order to acquire practical experience in teaching. [The intern teacher receives both academic credit from ~~such institution~~ **the provider** and financial compensation from the district **or education service district**.]
7. An “administrator” is an employee who ~~has been granted administrative authority and who spends more than one-half time in the organization, direction, supervision, control or evaluation of district employees or programs~~ **holds a valid Oregon administrative license or registration and who works in a position requiring an administrative license. An administrator includes but is not limited to all superintendents, assistant superintendents, principals and academic program directors in public schools or education service districts who have direct responsibility for supervision or evaluation of licensed teachers and who are compensated for their services with public funds.**

8. A “specialist” is an employee who has a teaching license or a letter of authorization from the Oregon Department of Education and who is employed half-time or more.

“Classified personnel” are those employees in positions for which no teaching or administrative licenses are required by law.

1. “Regular classified employees” are those employed in positions established by the Board requiring [20 or more hours per week for at least a full school year].
2. “Part-time regular classified employees” are those employed in positions established by the Board requiring [less than 20 hours per week for at least a full school year].
3. “Temporary/Substitute classified employees” are those employed [on an as-needed basis. The Board shall determine if these employees are eligible for benefits].

“Supervisory employees” are those individuals having authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or responsibly to direct them, or to adjust their grievances or effectively to recommend such action if the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

“Confidential employees” are designated in accordance with Oregon law ([ORS 243.650\(6\)](#)). Such employees will be excluded from any bargaining unit. Salaries and benefits for confidential employees will be established by the Board.

“Administrative employee” means an employee of the district who possesses authority to formulate and carry out administrative and/or program decisions, or who represents administration’s interest by taking or effectively recommending discretionary actions that control or implement district policy, and who has discretion in the performance of these administrative and/or program responsibilities beyond the routine discharge of duties. An administrative employee need not act in a supervisory capacity in relation to other employees.

END OF POLICY

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**Legal Reference(s):**

[ORS 243.650\(6\), \(23\)](#)  
[ORS 332.505](#)  
[ORS 332.554\(3\)](#)  
[ORS 342.120](#)  
[ORS 342.125](#)

[ORS 342.420](#)  
[ORS 342.610](#)  
[ORS 342.815](#)  
[ORS 342.835](#)  
[ORS 342.840](#)

[ORS 342.845](#)  
[OAR 584-020-0005](#)

Job York v. Portland Sch. Dist., No. FDA 83-7 (August 1983).

# Oregon School Boards Association Selected Sample Policy

Code: **GBK/JFCG/KGC**  
Adopted:

## **Tobacco-Free Environment** **Prohibited Use, Possession, Distribution or Sale of Tobacco Products and** **Inhalant Delivery Systems** (Version 1)

It is the school district's obligation to protect the health, welfare and safety of students. In light of scientific evidence that the use of tobacco is hazardous to health, and to be consistent with district curriculum and Oregon law and district curriculum, student possession, use, distribution or sale of tobacco products or inhalant delivery systems in any form on district premises, at school-sponsored activities, on or off district premises, on all district grounds, including parking lots, in district-owned, rented or leased vehicles or otherwise, or while the student is under the jurisdiction of the school district, is prohibited.

The use, distribution or sale of tobacco products or inhalant delivery systems by staff and all others is prohibited on district premises, in any building or facility, on district grounds, including parking lots, in any vehicle owned, leased, rented or chartered by the district, school or public charter school and at all school-sponsored activities.

For the purpose of this policy, "tobacco products" is defined to include, but not limited to, any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette, and any other smoking product, spit tobacco, also known as smokeless, dip, chew, or snuff; in any form, nicotine or nicotine delivering devices, chemicals or devices that produce the physical effect of nicotine substances or any other tobacco substitute (e.g., e-cigarettes). This does not include USFDA-approved nicotine replacement tobacco products or other therapy products used for the purpose of cessation.

For the purpose of this policy, "inhalant delivery system" means a device that can be used to deliver nicotine or cannabinoids in the form of a vapor or aerosol to a person inhaling from the device; or a component of a device or a substance in any form sold for the purpose of being vaporized or aerosolized by a device, whether the component or substance is sold or not sold separately. This does not include USFDA-approved tobacco products or other therapy products marked and sold solely for the approved purpose.

Tobacco use, distribution or sale by staff and all others is also prohibited on district premises in any building, facility or vehicle owned, leased, rented or chartered by the district, school or public charter school and at all school sponsored activities.

Violation of this policy will lead to appropriate disciplinary action up to and including expulsion for students. When considering disciplinary action for a child student with disabilities, the district must follow the requirements of Board policy JGDA/JGEA - Discipline of Students with Disabilities, including those involving functional behavioral assessment, change of placement, manifestation determination and an interim alternative educational setting. Community or school service may be required. A referral to law enforcement may be made. Parents will be notified of all violations involving their student and subsequent action taken by the school. Information about cessation support and/or tobacco education programs and

how students can access these programs will be provided. At the discretion of the principal, attendance and completion of such programs, or successful completion of a behavior modification plan, may be allowed as a substitute for, or as part of student discipline.

†Violation of this policy by nonstudents may result in the individual's removal from district property. The district reserves the right to restrict access to district property by individuals who are repeat offenders.†

This policy shall be enforced at all times. The superintendent will develop administrative regulations as needed to implement this policy.

END OF POLICY

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**Legal Reference(s):**

[ORS 167.400](#)  
[ORS 332.107](#)  
[ORS 336.222](#)  
[ORS 336.227](#)  
[ORS 339.240](#)  
[ORS 339.250](#)

[ORS 339.883](#)  
[ORS 431.840](#)  
[ORS 433.835 to- 433.990](#)  
  
[OAR 581-021-0050 to -0075](#)  
[OAR 581-021-0110](#)

[OAR 581-022-0413](#)  
[OAR 581-053-0230\(9\)\(s\)](#)  
[OAR 581-053-0330\(1\)\(m\)](#)  
[OAR 581-053-0430\(12\)](#)  
[OAR 581-053-0531\(11\)](#)  
[OAR 581-053-0630](#)

Pro-Children Act of 1994, 20 U.S.C. §§ 6081-6084 (2006).

# Oregon School Boards Association Selected Sample Policy

Code: **GBK/JFCG/KGC**  
Adopted: **Recommend Version 1**

## ~~Tobacco-Free Environment~~

### ~~Prohibited Use, Possession, Distribution or Sale of Tobacco Products and Inhalant Delivery Systems (Version 2)~~

The Board recognizes its responsibility to promote the health, welfare and safety of students, staff and others on district property and at school-sponsored activities. ~~In light of scientific evidence that use of tobacco is hazardous to health, and to be consistent with district curriculum and Oregon law, it is the intent of the Board to establish a tobacco-free environment.~~ The Board wishes to establish a school and working environment that is free of smoke, aerosols and vapors containing inhalants. ~~Consequently,~~ student possession, use, distribution or sale of tobacco products or inhalant delivery systems, including any smoking or use of an inhalant delivery device, on district premises, at school-sponsored activities on or off district premises, in district-owned, rented or leased vehicles, on all district grounds, including parking lots or otherwise, while the student is under the jurisdiction of the school district, is prohibited.

~~Tobacco~~ Use, distribution or sale of tobacco products or inhalant delivery systems by staff on district property, including parking lots, at district-sponsored events, in district-owned, rented or leased vehicles or otherwise while on duty on or off district premises is prohibited. ~~Tobacco~~ Use, distribution or sale of tobacco products or inhalant delivery systems by others on district property, in district vehicles or at district-sponsored events, on or off district premises, on all district grounds, including parking lots, is also prohibited. Staff and/or all others authorized to use any private vehicles to transport district students to school-sponsored activities are prohibited from using tobacco products or inhalant delivery systems in those vehicles while students are under their care.

For the purpose of this policy, “tobacco products” is defined to include, but not limited to, any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette, and any other smoking product, spit tobacco, also known as smokeless, dip, chew, or snuff, in any form, ~~nicotine or nicotine delivering devices, chemicals or devices that produce the physical effect of nicotine substances or any other tobacco substitute (e.g., e-cigarettes).~~

For the purpose of this policy “inhalant delivery system” means a device that can be used to deliver nicotine or cannabinoids in the form of a vapor or aerosol to a person inhaling from the device or a component of a device; or a substance in any form sold for the purpose of being vaporized or aerosolized by a device whether the component or substance is sold or not sold separately. This does not include USFDA-approved nicotine replacement tobacco products or other therapy products used ~~marked and sold solely for the approved purpose of cessation.~~

Clothing, bags, hats and other personal items used by staff and students to display, promote or advertise tobacco or inhalant delivery system products are prohibited on all district grounds, including parking lots, at school-sponsored activities or in district vehicles. ~~Tobacco~~ Advertising is prohibited in all school-sponsored publications, in all school buildings, on district grounds, including parking lots, and at all school-sponsored events. District acceptance of gifts or funds from the tobacco products and inhalant



delivery system industries is similarly prohibited. [The district will not contract with other public or private alternative schools that allow student use of tobacco use products or inhalant delivery systems on campus.]

Student violations of this policy will lead to disciplinary action up to and including expulsion. Students may also be subject to removal from any or all extracurricular activities and/or denial or forfeiture of school honors or privileges (e.g., valedictorian, salutatorian, student body, class or club office positions, field trips, senior trip, prom, etc.). School and/or community service may be required. A referral to law enforcement [may] [shall] be made. Parents shall be notified of all violations involving their student and action taken by the school.

Staff violations of this policy will lead to disciplinary action up to and including dismissal.—When considering disciplinary action for a child with disabilities, the district must follow the requirements of Board policy JGDA/JGEA - Discipline of Students with Disabilities, including those involving functional behavioral assessment, change of placement, manifestation determination, and an interim alternative educational setting.

Staff violations of this policy will lead to disciplinary action up to and including dismissal.

Violations by others will result in appropriate sanctions as determined and imposed by the superintendent or the Board.

Information about community resources and/or cessation programs to help staff and students overcome tobacco use will be provided.

The district will promote cessation resources and other positive alternatives to discipline. Tobacco use cessation programs may be established at district schools. Attendance or completion of tobacco use cessation programs by students may be allowed as a substitute to, or as a part of student discipline for possession, use, distribution or sale of tobacco products or inhalant delivery systems at the discretion of the principal. Attendance at cessation programs not offered by the district is voluntary and related costs are the individual responsibility of the staff member, student and his/her parent and private health care system.

As part of the district's tobacco use prevention activities, the superintendent shall ensure that tobacco use instructional programs as recommended by the Oregon Department of Human Services, Health Services, Tobacco Prevention and Education Program and the Oregon Department of Education, are an integral part of its drug and alcohol prevention curriculum. Programs must be integrated within the health education program and age- and developmentally-appropriate instruction provided at every level, pre-kindergarten through grade 12, with particular emphasis on grades 6 through 8. It is the expectation of the Board that tobacco use prevention concepts will be integrated into the instruction of other subject areas as practicable.

Staff responsible for teaching tobacco use prevention will be encouraged to collaborate with agencies and groups that conduct tobacco use prevention education and to participate in ongoing professional development activities that provide basic knowledge about the effects of use of tobacco use products, effective instructional techniques and program-specific activities.

The superintendent shall consult with local officials to promote enforcement of law that prohibits the use or possession of tobacco products or inhalant delivery systems by minors on or off district grounds. This policy shall be enforced at all times. The superintendent will develop administrative regulations as necessary to implement this policy, including provisions for notification of the district's policy, through such means as student/parent and staff handbooks, newsletters, inclusion on school event programs, signs at appropriate locations; disciplinary consequences; and procedures for filing and handling complaints about violations of the district's policy.

The superintendent shall ensure that the district's tobacco-use prevention program, policies, curricula, training and cessation programs are evaluated at regular intervals. The input of students, staff, parents and others from the community will be encouraged.

END OF POLICY

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**Legal Reference(s):**

[ORS 167.400](#)  
[ORS 332.107](#)  
[ORS 336.222](#)  
[ORS 336.227](#)  
[ORS 339.240](#)  
[ORS 339.250](#)  
[ORS 339.883](#)

[ORS 431.840](#)  
[ORS 433.835 to -433.990](#)  
  
[OAR 581-021-0050 to -0075](#)  
[OAR 581-021-0110](#)  
[OAR 581-022-0413](#)  
[OAR 581-053-0015](#)

[OAR 581-053-0230\(9\)\(s\)](#)  
[OAR 581-053-0330\(1\)\(m\)](#)  
[OAR 581-053-0430\(12\)](#)  
[OAR 581-053-0531\(11\)](#)  
[OAR 581-053-0630](#)

Pro-Children Act of 1994, 20 U.S.C. §§ 6081-6084 (2006).

# Oregon School Boards Association Selected Sample Policy

Code: GCBDA/GDBDA-AR(1)  
Revised/Reviewed: **Recommend to Not Adopt**

## Oregon Family Medical Leave (OFLA)\*

*(For employers that offer OFLA and have 25 to 49 employees)*

### Coverage

State law covers districts that employ 25 or more part-time or full-time employees for each working day during 20 or more calendar workweeks in the calendar year in which the leave is to be taken or in the calendar year immediately preceding the year in which the leave is to be taken.

### Eligibility

An eligible employee is an employee employed in the state of Oregon on the date OFLA leave begins. State law generally applies to employees who work an average of 25 hours or more per week for the district during the 180 days or more immediately prior to the first day of the start of the requested leave. Oregon Military Family Leave Act (OMFLA) applies to employees who work an average of at least 20 hours per week. For parental leave purposes, an employee becomes eligible upon completing at least 180 days immediately preceding the date on which the parental leave begins. There is no minimum average number of hours worked per week when determining employee eligibility for parental leave.

In determining that an employee has been employed for the preceding 180 calendar days, the employer must count the number of days an employee is maintained on the payroll, including all time paid or unpaid. If an employee continues to be employed by a successor in interest to the original employer, the number of days worked are counted as continuous employment by a single employer.

In determining 25 hours average workweek, the employer must count the actual hours worked using guidelines set out pursuant to the Fair Labor Standards Act.

### Definitions

“Child,” for the purpose of taking parental and sick child leave, means a biological, grandchild (for serious health conditions only), adopted, or foster child, or stepchild of the employee, the child of an employee’s same-gender domestic partner<sup>1</sup>, for whom the employee has parental rights and duties as defined by law or a child with whom the employee is or was in a relationship of “in loco parentis.” A legal or biological relationship is not required. The child must be under 18 years of age, or may be 18 years of age or older if incapable of self-care due to mental or physical impairment disability as defined by ORS 659A.159(d). For purposes of sick child leave only, child also includes child of an employee’s same-gender domestic partner.

“Family member,” for purposes of serious health condition leave, sick child leave or leave for the death of a family member, means the spouse<sup>2</sup>, child of the employee (biological, adopted, foster or step child, a

<sup>1</sup>Includes same-sex marriage.

<sup>2</sup>“Spouse” means individuals in a marriage or recognized under state law in the state in which the marriage was entered into, including “common law” marriage, same-sex marriage, domestic partnership or civil unions.

legal ward, or child of the employee standing in loco parentis), custodial parent, noncustodial parent, biological parent, adoptive parent, stepparent<sup>3</sup> or foster parent, individual who was in loco parentis to the employee when the employee was a child, same-gender domestic partner, child of same-gender domestic partner, grandparent, grandchild, parent-in-law or parents of the employee's same-gender domestic partner.

For purposes of OFLA, a serious health condition, "child" in any of these categories includes both minor and adult children at the time serious health condition leave, sick child leave or leave for the death of a family member is taken.

"Next of kin" means the nearest blood relative of the eligible employee.

A "serious health condition" means an illness, injury, impairment or physical or mental condition of an employee or family member that:

1. Requires inpatient care in a hospital, hospice or residential medical care facility such as a nursing home. When a family member resides in a long-term residential care facility, leave shall apply only to:
  - a. Transition periods spent moving the family member from one home or facility to another, including time to make arrangements for such transitions;
  - b. Transportation or other assistance required for a family member to obtain care from a physician;
  - c. Serious health condition as described in this regulation.
2. The treating health care provider judges to pose an imminent danger of death, or that is terminal in prognosis with a reasonable possibility of death in the near future;
3. Requires constant or continuing care such as home care administered by a health care professional;
4. Involves a period of incapacity. "Incapacity" is the inability to perform at least one essential job function, or to attend school or perform regular daily activities for more than three consecutive calendar days and any subsequent required treatment or recovery period relating to the same condition. This incapacity must involve:
  - a. Two or more treatments by a health care provider;
  - b. One treatment plus a regimen of continuing care; or
  - c. Any period of incapacity or treatment for a chronic serious health condition that requires periodic visits for treatment by a health care provider, continues over an extended period of time and may cause episodic rather than a continuing period of incapacity such as asthma, diabetes or epilepsy.
5. Involves permanent or long-term incapacity due to a condition for which treatment may not be effective, such as Alzheimer's disease, a severe stroke or terminal stages of a disease;
6. Involves multiple treatments for restorative surgery or for a condition such as chemotherapy for cancer, physical therapy for arthritis or dialysis for kidney disease that if not treated would likely result in incapacity of more than three days; or

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<sup>3</sup>Includes the stepparent who is a same-gender spouse of the employee's parent.

7. Involves any period of disability of a female due to pregnancy or childbirth or period of absence for prenatal care.

### **Purpose of Leave**

State law allows eligible employees to take OFLA leave for the following purposes commonly referred to as parental leave, serious health condition leave, pregnancy disability leave, OMFLA leave, leave for the death of a family member and sick child leave:

8. Birth of the employee's child and for bonding with a newborn (eligibility expires 12 months after the birth);
9. Placement of a child with the employee for adoption or foster care or for bonding with a newly placed child, when the child is under 18 years of age (eligibility expires 12 months after placement), or when a child is older than 18 years of age if incapable of self-care (eligibility expires 12 months after placement) because of mental or physical disability;
10. Care of a family member with a serious health condition;
11. Employee's own serious health condition;
12. Care of a sick or injured child who requires home care but is not suffering from a serious health condition. An employer is not required to grant leave for routine medical or dental appointments;
13. Oregon Military Family Leave allows leave for a spouse of a military personnel per each deployment of the spouse when the spouse has either been notified of an impending call to active duty, has been ordered to active duty, or has been deployed or on leave from deployment
14. Death of a Family Member Leave allows for attending the funeral, or alternative to a funeral, of a family member; making arrangements necessitated by the death of a family member; or grieving the death of a family member<sup>4</sup>.

### **Length of Leave**

An employee eligible for OFLA leave under state law is entitled to a total of 12 workweeks of leave during any 12-month period for the purposes specified above. The 14 days of leave provided by the Oregon Military Family Leave Act and the two weeks of leave provided for the death of a family member are part of the 12 weeks. Two family members who are eligible and who both work for the district may not take OFLA leave at the same time unless:

15. One employee needs to care for another employee who is an employee and who is suffering from a serious health condition;

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<sup>4</sup>Must be completed within 60 days of the date on which the eligible employee receives notice of the death of a family member.

16. One employee needs to care for a child suffering from a serious health condition while another employee, who is a family member, is also suffering from a serious health condition;
17. Both family members are suffering from a serious health condition;
18. The employees are taking leave for the death of a family member; or
19. The concurrent leave in such instances is permitted by the district.

There will be occasions where two employees employed by the same district will not have to share the 12-week allotment of leave.

In addition to the 12 workweeks of leave authorized above, under state law a female eligible employee may take an additional 12 workweeks of leave within any one-year period for an illness, injury or condition related to pregnancy or childbirth that disables the employee from performing her work duties. An employee who takes 12 workweeks of OFLA leave for parental leave may also take up to an additional 12 workweeks of sick child leave within the same leave year. If the employee uses less than 12 weeks of parental leave, however, no additional sick child leave is available, except for the balance of the initial 12 weeks. The employee may also use this balance for any OFLA leave purpose.

A female employee may take up to 36 weeks of OFLA leave in one leave year, but only under the following circumstances:

1. The female employee takes 12 weeks of pregnancy disability leave; followed by
2. Twelve weeks of parental leave; followed by
3. Twelve weeks of sick child leave.

A male employee may take up to 24 weeks of OFLA leave in one year, but only under the following circumstances:

4. The male employee takes 12 weeks of parental leave; followed by:
5. Twelve weeks of sick child leave.

Parental leave must be taken in one uninterrupted period – unless the employer approves otherwise – and must be completed within 12 months of the birth, adoption or placement of the child. An exception must be made to allow parental leave to effectuate adoption or foster placement of the child. Such leave need not be taken in one, uninterrupted period with any additional parental leave.

The birth, adoption or foster placement of multiple children at one time entitles the employee to take only one 12-week period of parental leave.

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

For the purpose of intermittent leave, OFLA leave entitlement is calculated for an employee by multiplying the number of hours the employee normally works per week by 12. (For example, an employee normally employed to work 30 hours per week is entitled to 12 times 30 hours, or a total of 360 hours OFLA leave.) If an employee's schedule varies from week to week, a weekly average of the hours worked over the 12 weeks worked prior to the beginning of the leave period shall be used for calculating the employee's normal workweek. (For example, an employee working an average of 25 hours per week is entitled to 12 times 25 hours, or a total of 300 hours OFLA leave.) If an employee takes intermittent or reduced work schedule OFLA leave, only the actual number of hours of leave taken may be counted toward the 12 weeks of OFLA leave to which the employee is entitled.

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

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

For situations where OFLA leave is not covered by FMLA leave (the employer has 25 to 49 employees; or the leave taken is for a sick child or for serious health condition of a ~~same-gender domestic partner~~, parent-in-law, ~~or~~ parent of the ~~employee's~~ same-gender domestic partner, grandparent or grandchild) the employer:

20. May allow an exempt employee with accrued paid leave to take OFLA leave in one-hour blocks or less than a full day. For these purposes, an exempt employee is a salaried executive, administrative or professional employee under the federal Fair Labor Standards Act or the state minimum wage and overtime laws;
21. May not reduce the salary of an employee who does not have or has run out of accrued paid leave and takes intermittent leave in blocks of less than a full day. To do so would result in the loss of exemption under state law.

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

## **Intermittent Leave and Alternate Duty**

An employer may transfer an employee on intermittent OFLA leave or a reduced work schedule into an alternate position with the same or different duties to accommodate the leave, provided the following exist:

1. The employee accepts the transfer position voluntarily and without coercion;
2. The transfer is temporary, lasts no longer than necessary to accommodate the leave and has equivalent pay and benefits;
3. The transfer is compliant with applicable collective bargaining agreements, as well as with state and federal law, providing all the employee protections found in FMLA regulations 29 C.F.R. Part 825;
4. Transfer to an alternate position is used only when there is no other reasonable option available that would allow the employee to use intermittent leave or reduced work schedule; and
5. The transfer is not used to discourage the employee from taking intermittent or reduced work schedule leave, or to create a hardship for the employee.

An employee transferred, as provided in 1.-5. above, to an alternate position for the purpose of a reduced work schedule, must be returned to the employee's former position.

OFLA leave time for an employee on intermittent leave or a reduced work schedule is the difference between the number of hours the employee normally works and the number of hours the employee actually works during the intermittent leave or reduced work schedule. Holidays or days in which the employer's business is not in operation are not counted toward intermittent or reduced work schedule OFLA leave, unless the employee was scheduled or expected to work on the holiday.

An employer may transfer an employee recovering from a serious health condition to an alternate position that accommodates the serious health condition provided:

1. The employee accepts the position voluntarily and without coercion;
2. The transfer is temporary, lasts no longer than necessary and has equivalent pay and benefits;
3. The transfer is compliant with applicable collective bargaining agreements, as well as with state and federal law, providing all the employee protections found in FMLA regulations 29 C.F.R. Part 825; and
4. The transfer is not used to discourage the employee from taking OFLA leave for a serious health condition, or to create a hardship for the employee.

An employee is not on OFLA leave if the employee has been transferred, as provided in section 1.-3. above, to an alternate position for the purpose of alternate work duties that the employee is able to perform within the limitations of the employee's own serious health condition, but not requiring a reduced workweek. An employee working in an alternate position retains the right to return to the employee's



original position unless all OFLA leave taken in that leave year plus the period of time worked in the alternate position exceed 12 weeks.

An alternate position accommodating an employee's serious health condition may result in the employee working fewer hours than the employee worked in the original position. The employee's OFLA leave is the difference between the number of hours the employee worked in the original position and the number of hours the employee actually works in the alternate position.

Intermittent leave for school teachers is subject to special rules.

### **Special Rules for Teachers**

Special rules apply if leave is requested to be taken near the end of a semester.

1. If a teacher requests, in advance, OFLA leave for a serious health condition and the teacher will be absent more than 20 percent of the time the employer may require the teacher to elect one of the following options:
  - a. To take OFLA leave for one uninterrupted period of time as necessary to complete medical treatment. (School holidays and school vacation days are not counted as family leave.);
  - b. To transfer temporarily into an available alternative position which better accommodates periodic absences.
2. If a teacher begins OFLA leave more than five weeks before the end of the academic term because of the teacher's own serious health condition, the employer may require the teacher to remain on leave until the end of the term if:
  - a. The OFLA leave is at least three weeks long; and
  - b. The teacher's return to work would occur within three weeks of the end of the term.
3. If a teacher begins OFLA leave within five weeks of the end of the academic term for parental leave or the serious health condition of a family member, the employer may require the teacher to remain on OFLA leave through the end of the term if:
  - a. The leave is at least two weeks long; and
  - b. The teacher's return would occur within the last two weeks of the term.
4. If a teacher begins OFLA leave within three weeks of the end of the academic term for parental leave or to care for a family member with a serious health condition and the leave is greater than five working days, the employer may require the teacher to remain on family leave until the end of the term.
5. If a teacher takes OFLA leave to the end of the school year and continues the leave at the beginning of the next school term, the leave is consecutive rather than intermittent leave.

- a. The period between the end of the school term and the beginning of the next school term, when a teacher would not have been required to report for duty, is not counted against the teacher's OFLA leave entitlement.
  - b. A teacher on OFLA leave at the end of the school term must be provided with the same benefits during the period between school terms that the teacher would normally receive if no OFLA leave were taken.
6. If a teacher is required by the employer to remain on leave to the end of the academic term, only the period of leave the teacher requested shall be charged against the teacher's OFLA leave entitlement.
  7. Nothing in OFLA rules prohibits the employer from allowing the teacher to work as a substitute or in some other paid capacity during the weeks prior to the end of term under 3. or 4. above.
  8. Full-time employees covered by OFLA rules, and who have been maintained on the payroll by a district during 180 consecutive calendar days, are thereafter deemed to have been employed by that district for an average of at least 25 hours per week during the 180 days immediately preceding the date any OFLA leave begins.

### **Calculating the 12-Month Period for Leave**

The district will use the same method for calculating the 12-month period in which the 12 workweek OFLA leave entitlement occurs for all employees. The district will use [the calendar year] [any fixed 12-month "leave year"] [the 12-month period measured forward from the date the employee's leave begins] [a "rolling" 12-month period measured backward from the date the employee uses any family and medical leave].

### **Paid/Unpaid Leave**

Family leave under state law is generally unpaid. [An employee may elect to use accrued paid leave including personal and sick leave, or accrued vacation leave for the leave period.] [The district requires the employee to use any accrued sick leave, vacation or personal leave days (or other paid time established by Board policy(ies) and/or collective bargaining agreement) in the order specified by the district and before taking OFLA leave without pay for the leave period.] [The district requires the employee to use any accrued paid leave, including personal and sick leave or accrued vacation leave before taking OFLA leave without pay for the leave period. The employee may select the order in which the paid leave is used.]

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

When the district does not have sufficient information to make a determination of whether the leave qualifies as OFLA leave, the district will provide the required notice promptly when the information is available but no later than two working days after the district has received the information. Oral notices

will be confirmed in writing no later than the following payday. If the payday is less than one week after the oral notice is given, written notice will be provided no later than the subsequent payday.

### **Continuation of Health Insurance Benefits**

Under state law, benefits are not required to continue or accrue unless required by Board policy(ies) and/or provisions of collective bargaining agreements related to paid and unpaid leaves.

An employer electing to continue health or other insurance coverage for an employee on OFLA leave may require that the employee pay only the same share of health or other insurance premium during the leave that the employee paid prior to the leave. If an employee cannot or will not pay such costs, the employer may elect to discontinue benefit coverage, unless to do so would render the employer unable to restore the employee to full benefit coverage as required by law. If an employer pays any portion of any employee's benefit coverage for employees on non-OFLA leave, the employer must pay that portion during OFLA leave.

If an employee gives unequivocal notice of intent not to return to work from OFLA leave, the employee is entitled to complete the approved OFLA leave, providing that the original need for OFLA leave still exists. The employer's obligations under OFLA – to restore benefits (subject to COBRA requirements) and to restore the employee to his/her position at the end of the leave – cease and the employer is not required to hold a position vacant or available for the employee giving unequivocal notice of intent not to return.

In the event the district is required to pay or elects to pay any part of the costs of providing health, disability, life or other insurance coverage for an employee during the period of OFLA leave that should have been paid by the employee, the district may deduct, on the employee's return to work, such amounts from the employee's pay as have been advanced.

In no event may the total deducted exceed 10 percent of the employee's gross pay each pay period.

### **Return to Work**

After leave, granted under state law, an employee is generally entitled to be returned to the same position the employee held when leave commenced or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment unless otherwise excepted by law.

### **Fitness-for-Duty Certification**

If the leave was required for the employee's own serious health condition, including intermittent leave, the district may require the employee to obtain and present a fitness-for-duty certification from the health care provider that the employee is able to resume work. The employer is responsible for any co-pay or other out-of-pocket costs incurred by the employee in providing certification.

Special rules for teachers will apply if OFLA leave is requested to be taken near the end of a semester.

## **Application**

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

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

An employee eligible for OFLA leave is required, under state law, to provide oral or written notice within 24 hours of commencement of the leave in unanticipated or emergency leave situations. The employee may designate a family member or friend to notify the district during that period of time.

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

Failure of an employee to provide the required notice for OFLA leave under state law may result in the district deducting up to three weeks from the employee's unused OFLA leave in that one-year leave period.

The employee may be subject to disciplinary action for not following the district's notice procedure.

## **Medical Certification**

When an employee gives 30 days notice for OFLA leave, other than for parental leave, the employer [may] [shall] require the employee to provide medical documentation when appropriate to support the request for the OFLA leave need before the leave starts. The district will provide written notification to employees of this requirement within three working days of employee's request for leave. If the employee does not provide 30 days notice, the employee is required to submit such medical certification no later than 15 calendar days after receipt of the district's notification that medical certification is required.

Under state law, if an employee requests OFLA leave because of a serious health condition, the district may require a second opinion and designate the health care provider. The provider may not be employed by the district. Should the two opinions conflict, the district may require a third opinion and that the two providers designate the third health care provider. The third opinion will be final. Second and third opinions and the actual travel expenses for the employee to obtain such opinions will be paid for by the district.

An employer may not delay the taking of an OFLA leave in the event that medical certification is not received prior to the commencement of a leave taken subject to the timelines set forth in this regulation. The employer may designate the leave as provisionally approved subject to medical certification. The employer shall provide the employee with written notice of any requirement to provide medical

certification of the need for leave and the consequences for failure to do so. The employee must be allowed a minimum of 15 days to provide medical certification.

If the employee elects or the district requires substitution of accrued sick leave, vacation or other paid leave for unpaid leave pursuant to a collective bargaining agreement or other Board policy, the district will follow the medical documentation requirements of the applicable leave policy or contract provision whenever such requirements are more beneficial to the employee.

If the leave is for the purpose of an employee's own serious health condition, he/she must also provide a fitness-for-duty medical release from the health care provider before returning to work.

If an employee has taken sick child leave on all or any part of three separate days during a leave year, the employer may require medical certification on the fourth day or subsequent occurrence of sick child leave within that leave year. The employer must pay the cost of the medical certification not covered by insurance or other benefit plan. The opinion of the health care provider shall be binding. The employer may not require the employee to obtain a second opinion. The employer is not required to request medical certification for sick child leave exceeding three days and may make such requests at the employer's discretion.

### **Notification**

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

### **Record Keeping/Posted Notice**

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

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

The district will post notice of Oregon Family Leave Act requirements.

# Oregon School Boards Association Selected Sample Policy

Code: GCBDA/GDBDA-AR(2)  
Revised/Reviewed: **Recommend not adopt**

## Employee Request for OFLA Leave

(For employers that offer OFLA or employers with 25 to 49 employees)

PLEASE PRINT

Where the need for the leave may be anticipated, written request for OFLA leave must be made, if practical, at least 30 days prior to the date the requested leave is to begin. Failure to provide timely notice could result in the district reducing the available leave by up to three weeks.

Name \_\_\_\_\_ Effective Date of the Leave \_\_\_\_\_

Department \_\_\_\_\_ Title \_\_\_\_\_

Status:  Full-time  Part-time  Temporary Hire Date \_\_\_\_\_ Length of Service \_\_\_\_\_

I request OFLA leave for one or more of the following reasons:<sup>1</sup>

1.  Because of the birth of my child and in order to care for him or her.

Expected date of birth \_\_\_\_\_ Actual date of birth \_\_\_\_\_  
Leave to start \_\_\_\_\_ Expected return date \_\_\_\_\_

2.  Because of the placement of a child with me for adoption or foster care.

Age of child \_\_\_\_\_ Date of placement \_\_\_\_\_  
Leave to start \_\_\_\_\_ Expected return date \_\_\_\_\_

3.  In order to care for a family member<sup>2</sup> with a serious health condition.

Leave to start \_\_\_\_\_ Expected return date \_\_\_\_\_

Please check one:  spouse  same-gender domestic partner  child (including the biological, grandchild, adopted or foster child, child of same-gender domestic partner or stepchild of an employee or a child with whom the employee is or was in a relationship of "in loco parentis")  parent (biological parent of an employee or an individual who stood "in loco parentis" to an employee when the employee was a child),  custodial parent  noncustodial parent  biological parent  adoptive parent  stepparent or foster parent  grandparent  parent-in-law  parents of the employee's same-gender domestic partner  grandchild

<sup>1</sup>A physician's certification may be required to support a request for OFLA leave. In addition, a fitness-for-duty certification may be required before reinstatement following the leave.

<sup>2</sup>"Family member" means the spouse, child of the employee (biological, adopted, foster or step child, a legal ward, or child of the employee standing in loco parentis), custodial parent, noncustodial parent, biological parent, adoptive parent, stepparent or foster parent, individual who was in loco parentis to the employee when the employee was a child, same-gender domestic partner, the child of same-gender domestic partner, grandparent, grandchild, parent-in-law or parents of the employee's same-gender domestic partner. For purposes of OFLA, leave for a serious health condition, sick child leave or leave for the death of a family member, "child" includes both minor and adult children.

Please state name and address of relation:

Name \_\_\_\_\_ Address \_\_\_\_\_

Describe serious health condition \_\_\_\_\_

\_\_\_\_\_

- 4.  For a serious health condition which prevents me from performing my job functions.

Describe \_\_\_\_\_

Leave to start \_\_\_\_\_ Expected return date \_\_\_\_\_

Regarding 3. Or 4. Above, request intermittent (reduced workday hours) or reduced leave (fewer workdays each workweek) schedule or alternate duty (if applicable, subject to employer’s approval). Please describe schedule of when you anticipate you will be unavailable to work: \_\_\_\_\_

\_\_\_\_\_

- 5.  In order to care for a child with a condition requiring home care which does not meet the definition of serious health condition and is not life threatening or terminal (OFLA leave only).  Yes  No

Have you taken OFLA leave in the past 12 months?  Yes  No  
If yes, how many workdays? \_\_\_\_\_

- 6.  Leave for the spouse of a military personnel when they have been notified of an impending call to active duty, ordered to active duty, or has been deployed or on leave from deployment.

- 7.  The death of a family member.<sup>3</sup>

I understand that [I may use accrued paid leave, including personal and sick leave or accrued vacation leave for the OFLA leave period.] [the district requires me to use any accrued sick leave, vacation, personal leave days or other paid time established by Board policy(ies) and/or collective bargaining agreement in the order specified by the district, and before taking leave without pay, for the OFLA leave period.] [I am required to use any accrued paid leave, including personal and sick leave or accrued vacation leave before taking OFLA leave without pay. I may select the order in which the paid leave is used for the OFLA leave period.]

If my request for a leave is approved, it is my understanding that without an authorized extension when the need for an extension could be anticipated, I must report to duty on the first workday following the date my leave is scheduled to end. I understand that failure to do so will constitute unequivocal notice of my intent not to return to work and the district may terminate my employment.

I authorize the district to deduct from my paychecks any employee contributions for health insurance premiums, life insurance or long-term disability insurance which remain unpaid after my leave, consistent with state law.

I have been provided a copy of the district’s family and medical leave policy with this OFLA leave request form.

Signature of Employee: _____	Date: _____
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<sup>3</sup>Must be completed within 60 days of the date on which the eligible employee receives notice of the death of the family member.

# Oregon School Boards Association Selected Sample Policy

Code: **GCBDA/GDBDA-AR(4)**  
Revised/Reviewed: **Recommend to Not Adopt**

## **OFLA Eligibility Notice to Employee**

*(For employers that offer OFLA or employers with 25 to 49 employees)*

Date \_\_\_\_\_

TO: \_\_\_\_\_  
(Employee's name)

FROM: \_\_\_\_\_  
(Name of appropriate employer representative)

SUBJECT: Request for OFLA Leave

On      (date) you notified us of your need to take OFLA leave due to:

1.      The birth of your child, or the placement of a child with you for adoption or foster care;
2.      A serious health condition that makes you unable to perform the essential functions of your job;
3.      A serious health condition of your  spouse,  same-gender domestic partner,  child (including the biological, grandchild, adopted or foster child, child of same-gender domestic partner or stepchild of an employee or a child with whom the employee is or was in a relationship of "in loco parentis"),  parent (biological parent of an employee or an individual who stood "in loco parentis" to an employee when the employee was a child),  grandparent,  parent-in-law,  parents of same-gender domestic partner,  custodial parent,  stepparent  noncustodial parent,  adoptive parent,  foster parent, for which you are needed to provide care;
4.      An illness or injury to your child which requires home care but is not a serious health condition.
5.      Your spouse has been notified of an impending call to active duty, has been ordered to active duty, or has been deployed or on leave from deployment.
6.      The death of a family member.<sup>1</sup>

<sup>1</sup>Must be completed within 60 days of the date on which the eligible employee receives notice of the death of the family member.



You notified us that you need this leave beginning on \_\_\_\_ (date) \_\_\_\_ and that you expect leave to continue until on or about \_\_\_\_ (date) \_\_\_\_.

Except as explained below, you have a right under the OFLA for up to 12 workweeks of unpaid leave in a 12-month period for the reasons listed above.

State law requires you must be reinstated to the same or in some cases, under state law to an equivalent job with the same pay, benefits and terms and conditions of employment on your return from leave. The district is not required to maintain benefits during OFLA unless provided otherwise by board policy or collective bargaining agreement; however, all such benefits will be restored in full upon your return to the district.

If you do not return to work following OFLA leave for a reason other than: (1) the continuation, recurrence or onset of a serious health condition which would entitle you to OFLA leave; or (2) other circumstances beyond your control, you may be required to reimburse the district for health insurance premiums paid on your behalf during your OFLA leave.

This is to inform you that (*check appropriate boxes, explain where indicated*):

1. You are  eligible  not eligible for leave under the OFLA.
2. The requested leave  will  will not be counted against your annual OFLA leave entitlement.
3. You  will  will not be required to furnish medical certification of a serious health condition. If required, you must furnish certification by     (date)     (must be at least 15 days after you are notified of this requirement).
4. You may elect to substitute accrued paid leave for unpaid OFLA leave. We  will  will not require that you substitute accrued paid leave for unpaid OFLA leave. If paid leave will be used the following conditions will apply: (*Explain*)
  - 5a. The district is not required to maintain benefits while an employee is on OFLA leave unless otherwise provided for by board policy and/or collective bargaining agreements; however, all benefits must be restored in full upon the employee's return to work.
  - 5b. If you choose to pay the premiums for your health insurance, these payments will continue during the period of leave. Arrangements for payment have been discussed with you and it is agreed that you will make premium payments as follows: (*Set forth dates, e.g., the 10th of each month, or pay periods, etc. that specifically cover the agreement with the employee.*)
  - 5c. If the district pays any part of your share of health or other insurance benefits while on OFLA leave the district may deduct up to 10 percent of your gross pay each pay period after your return to work until the amount is repaid.

- 5d. You have a minimum 30-day (*or, indicate longer period, if applicable*) grace period in which to make premium payments. If payment is not timely made, your group health insurance may be cancelled, **provided** we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during OFLA leave as provided by board policy and/or collective bargaining agreement, and recover these payments from you upon your return to work. We  will  will not pay your share of health insurance premiums while you are on OFLA leave.
- 5e. We  will  will not do the same with other benefits (e.g., life insurance, disability insurance, etc.) while you are on OFLA leave. If we do pay your premiums for other benefits, when you return from leave you  will  will not be expected to reimburse us for the payments made on your behalf.
- 5f. In the event you do not return to work for the district after your OFLA leave and the district has paid your share of benefit premiums, you are responsible for reimbursing the district the amount paid on your behalf.
6. You  will  will not be required to present a fitness-for-duty certificate prior to being restored to employment following leave for your own serious health condition. If such certification is required but not received, your return to work may be delayed until the certification is provided.
7. While on OFLA leave, you  will  will not be required to furnish us with periodic reports every (*indicate interval of periodic reports, as appropriate for the particular leave situation*) of your status and intent to return to work. If the circumstances of your leave change and you are able to return to work earlier than the date indicated on this form, you  will  will not be required to notify us at least two workdays prior to the date you intend to report for work.
8. You are notified that all leave taken for the purposes of the death of a family member, counts toward the total period of authorized family leave.

# Oregon School Boards Association Selected Sample Policy

Code: GCBDA/GDBDA-AR(1)  
Revised/Reviewed: **Recommend to Not Adopt**

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

### Coverage

Federal law covers public agencies, including districts. In order for school employees to be eligible, however, they must be employed at a work site with 50 or more employees within 75 miles of the employee's work site for each working day during each of the 20 or more calendar workweeks in the year in which the leave is taken or in the preceding calendar year. State law covers districts that employ 25 or more part-time or full-time employees for each working day during 20 or more calendar workweeks in the calendar year in which the leave is to be taken, or in the calendar year immediately preceding the year in which the leave is to be taken.

### Eligibility

Federal law applies to employees who have worked for the district for at least 12 months and for at least 1250 hours during the year preceding the start of the leave. State law generally applies to employees who work an average of 25 hours or more per week for the district during the 180 days or more immediately prior to the first day of the start of the requested leave. Oregon Military Family Leave Act (OMFLA) applies to employees who work an average of at least 20 hours per week. For parental leave purposes, an employee becomes eligible upon completing at least 180 days immediately preceding the date on which the parental leave begins. There is no minimum average number of hours worked per week when determining employee eligibility for parental leave.

In determining that an employee has been employed for the preceding 180 calendar days, the employer must count the number of days an employee is maintained on the payroll, including all time paid or unpaid. If an employee continues to be employed by a successor in interest to the original employer, the number of days worked are counted as continuous employment by a single employer.

In determining 25 hours average workweek, the employer must count the actual hours worked using guidelines set out pursuant to the Fair Labor Standards Act.

### Definitions

"Child,<sup>1</sup>" for the purpose of taking sick child parental leave under state law, means a biological, adopted, or foster child; or stepchild of the employee, a child of the employee's same-gender domestic partner<sup>2</sup>, for whom the employee has parental rights and duties as defined by law or a child with whom the employee is or was in a relationship of "in loco parentis." A legal or biological relationship is not required. The child must be under 18 years of age or may be 18 years of age or older if incapable of self-care due to mental or physical impairment disability as defined by ORS 659A.159. For purposes of sick child leave only, "child" also includes child of employee's same-gender domestic partner.

<sup>1</sup>For FMLA, the age of the son or daughter at the onset of a disability is not relevant in determining a parent's entitlement to FMLA leave.

<sup>2</sup>Includes same-sex marriage.

“Contingency operation” is a military operation that:

1. Is designated by the Secretary of Defense as an operation in which members of the Armed Forces are, or may become involved in military actions, operations or hostilities against an enemy of the United States or against an opposing military force; or
2. Results in the call or order to, or retention on, active duty of members of the uniformed services under section 688, 12301(a), 12302, 12304, 12305 or 12406 of Title 10 of the United States Code, chapter 15 of Title 10 of the United States Code, or any other provision of law during a war or during a national emergency declared by the President or Congress.

“Covered active duty” means:

3. In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
4. In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of Title 10, United States Code.

“Covered servicemember” means:

5. A member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list for a serious injury or illness; or
6. A veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

“Family member,” for purposes of FMLA and OFLA leave, means a(n):

7. Spouse<sup>3</sup>;
8. Child of the employee (biological, adopted, foster or step child, a legal ward, or child of the employee standing in loco parentis);
9. Custodial parent;
10. Noncustodial parent;
11. Biological parent;
12. Adoptive parent;
13. Stepparent<sup>4</sup> or foster parent; or

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<sup>3</sup>“Spouse” means a husband or wife as defined or recognized under state law for purposes of marriage in the state where the employee resides, including “common law” marriage, same-sex marriage or civil unions.

<sup>4</sup>Includes the stepparent who is a same-sex spouse of the employee’s parent.

14. Individual who was in loco parentis to the employee when the employee was a child;
15. Same-gender domestic partner;
16. Child of same-gender domestic partner.

Additionally, when defining “family member” under OFLA, this definition includes a:

9. Same-gender domestic partner;
10. Child of same-gender domestic partner;
17. Grandparent;
18. Grandchild;
19. Parent-in-law; or
20. Parent of the employee’s same-gender domestic partner.

For OFLA purposes, of a serious health condition, an employee’s child in any of these categories may be either a minor or an adult child at the time serious health condition leave, sick child leave or the death of a family member leave is taken.

“Next of kin” means the nearest blood relative of the eligible employee.

“Serious health condition,” under federal law means an illness, injury, impairment or physical or mental condition that involves:

21. Any period of incapacity or treatment in connection with or consequent to inpatient care (i.e. an overnight stay) in a hospital, hospice or residential medical care facility;
22. Any period of incapacity requiring absence from work, school or other regular daily activities, of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider;
23. Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that if not treated would likely result in a period of incapacity of more than three calendar days;
24. Illness, disease or condition is terminal, requires constant care and poses an imminent danger of death; or
25. Disability due to pregnancy, childbirth or prenatal care.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

An employee is unable to perform the functions of the position when the health care provider finds that the employee is unable to work at all or is unable to perform any of the essential functions of the employee’s position within the meaning of the Americans with Disabilities Act of 1990 and Americans with

Disabilities Act Amendments Act of 2008 (ADA) federal regulations. The district has the option, in requiring medical verification from a health care provider, to provide a statement of the essential functions of the employee's position for the provider to review.

A "serious health condition" under state law means an illness, injury, impairment or physical or mental condition of an employee or family member that:

26. Requires inpatient care in a hospital, hospice or residential medical care facility such as a nursing home. When a family member resides in a long-term residential care facility, leave shall apply only to:
  - a. Transition periods spent moving the family member from one home or facility to another, including time to make arrangements for such transitions;
  - b. Transportation or other assistance required for a family member to obtain care from a physician;
  - c. Serious health conditions as described in items 2-8 below.
27. The treating health care provider judges to pose an imminent danger of death or that is terminal in a prognosis with a reasonable possibility of death in the near future;
28. Requires constant or continuing care such as home care administered by a health care professional;
29. Involves a period of incapacity. "Incapacity" is the inability to perform at least one essential job function, to attend school or to perform regular daily activities for more than three consecutive calendar days and any subsequent required treatment or recovery period relating to the same condition. This incapacity must involve:
  - a. Two or more treatments by a health care provider;
  - b. One treatment plus a regimen of continuing care.
30. Results in a period of incapacity or treatment for a chronic serious health condition that requires periodic visits for treatment by a health care provider, continues over an extended period of time and may cause episodic rather than a continuing period of incapacity such as asthma, diabetes or epilepsy;
31. Involves permanent or long-term incapacity due to a condition for which treatment may not be effective, such as Alzheimer's disease, a severe stroke or terminal stages of a disease;
32. Involves multiple treatments for restorative surgery or for a condition such as chemotherapy for cancer, physical therapy for arthritis or dialysis for kidney disease that if not treated would likely result in incapacity of more than three days; or
33. Involves any period of disability of a female due to pregnancy or childbirth or period of absence for prenatal care.

"Serious injury or illness," for the purpose of caring for a covered servicemember, means:

34. In the case of a member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces, or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating; and

35. In the case of a covered veteran, an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty, on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:
- A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank or rating; or
  - A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
  - A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
  - An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

### **Purpose of Leave**

Federal and state laws allow eligible employees to take FMLA or OFLA leave for the following purposes, commonly referred to as parental leave, serious health condition leave, pregnancy disability leave, injured servicemember leave, military family leave, leave for the death of a family member and or sick child leave (sick child leave and death of a family member leave are OFLA only):

36. Birth of the employee's child and for bonding with a newborn (eligibility expires 12 months after the birth);
37. Placement of a child with the employee for adoption or foster care or for bonding with a newly placed child, when the child is under 18 years of age (eligibility expires 12 months after placement), or when a child is older than 18 years of age if incapable of self-care because of mental or physical disability (eligibility expires 12 months after placement);
38. Care of a family member with a serious health condition;
39. Employee's own serious health condition;
40. Eligible employees may take FMLA leave for a qualifying exigency while the employee's spouse, son, daughter or parent is on covered active duty or called to covered active duty status during the deployment of the member with the Armed Forces to a foreign country." (CFR section 825.126(a)(1 and 2); Federal Register Vol. 78, No. 25, Page 8917);
41. Injured Service Member Leave allows an employee leave to care for a covered servicemember who is the employee's spouse, son, daughter, parent or next of kin who has been injured in the line of duty as a member of the Armed Forces;
42. State law allows employees to take leave for the care of a sick or injured child who requires home care but is not suffering from a serious health condition. The district is not required to grant leave for routine medical or dental appointments;

43. State law allows employees to take leave for the death of a family member<sup>5</sup> to attend the funeral or alternative to a funeral of the family member, make arrangements necessitated by the death of the family member or grieve the death of the family member;
44. Military Family Leave allows leave for a spouse or domestic partner of a military personnel per each deployment of the spouse or domestic partner when the spouse or domestic partner has either been notified of an impending call to active duty, has been ordered to active duty or has been deployed or on leave from deployment (OFLA).

### **Length of Leave**

An employee eligible for FMLA leave under federal law is entitled to a total of 12 work weeks of leave during any 12-month period for the purposes specified above. A husband and wife who are eligible and who both work for the district may only take a combined total of 12 workweeks of leave if the leave is taken to care for a parent with a serious health condition or if the leave is for the birth of a child or the placement of a child for adoption or foster care.

There will be occasions where a husband and wife employed by the same district will not have to share the 12-week allotment of leave. This situation arises where an employee is eligible for both FMLA and OFLA or just OFLA leave and the employee is taking leave to care for a newborn with a serious health condition.

An employee eligible for Military Caregiver Leave is entitled to a total of 26 work weeks of leave to care for a covered servicemember during a single 12-month period. The 12-month period begins when the Military Caregiver Leave begins.

An employee eligible for OFLA leave under state law is entitled to a total of 12 workweeks of leave during any 12-month period for the purposes specified above. The 14 days of leave provided by the OMFLA and the two weeks of leave provided for the death of a family member are part of the 12 weeks. Two or more family members who are eligible and who both work for the district may not take OFLA leave at the same time unless:

45. One employee needs to care for another employee who is a family member and who is suffering from a serious health condition;
46. One employee needs to care for a child suffering from a serious health condition while another employee, who is a family member, is also suffering from a serious health condition; or
47. Both family members are suffering from a serious health condition; or
48. The employees are taking leave for the death of a family member; or
49. The concurrent leave in such an instance is permitted by the district.

In addition to the 12 workweeks of family leave authorized above, under state law a female eligible employee may take an additional 12 workweeks of leave within any one-year period for an illness, injury or condition related to pregnancy or childbirth that disables the employee from performing her work duties. An employee who takes 12 workweeks of OFLA leave for parental leave may also take up to an

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<sup>5</sup>Must be completed within 60 days of the date on which the eligible employee receives notice of the death of the family member.



additional 12 workweeks of sick child leave within the same leave year. If the employee uses less than 12 weeks of parental leave, however, no additional sick child leave is available, except for the balance of the initial 12 weeks. The employee may also use this balance for any OFLA leave purpose.

A female employee may take up to 36 weeks of OFLA leave in one leave year, but only under the following circumstances:

50. The female employee takes 12 weeks of pregnancy disability leave; followed by
51. Twelve weeks of parental leave; followed by
52. Twelve weeks of sick child leave.

A male employee may take up to 24 weeks of OFLA leave in one year, but only under the following circumstances:

53. The male employee takes 12 weeks of parental leave; followed by
54. Twelve weeks of sick child leave.

Parental leave must be taken in one uninterrupted period – unless the employer approves otherwise – and must be completed within 12 months of the birth, adoption or placement of the child. An exception must be made to allow parental leave to effectuate adoption or foster placement of the child. Such leave need not be taken in one, uninterrupted period with any additional parental leave.

The birth, adoption or foster placement of multiple children at one time entitles the employee to take only one 12-week period of parental leave.

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

For the purpose of intermittent leave, leave entitlement is calculated for an employee by multiplying the number of hours the employee normally works per week by 12. (For example, an employee normally employed to work 30 hours per week is entitled to 12 times 30 hours, or a total of 360 hours of leave.) If an employee's schedule varies from week to week, a weekly average of the hours worked over the 12 weeks worked prior to the beginning of the leave period shall be used for calculating the employee's normal workweek. (For example, an employee working an average of 25 hours per week is entitled to 12 times 25 hours, or a total of 300 hours of leave.) If an employee takes intermittent or reduced work schedule leave, only the actual number of hours of leave taken may be counted toward the 12 weeks of leave to which the employee is entitled.

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

55. A female employee who has taken 12 weeks of pregnancy-disability leave need not requalify for 12 weeks in the same leave year for any other purpose;
56. An employee who has taken 12 weeks of parental leave does not need to requalify to take an additional 12-weeks in the same leave year for sick child leave; and

57. An employee granted leave for a serious health condition for the employee or a family member need not requalify if additional leave is taken in this leave year for the same reason.

For situations where time off is covered by OFLA, but not covered by FMLA leave (e.g., the employer has 25 to 49 employees; or the leave taken is for a sick child or for serious health condition of a ~~same-gender domestic partner~~, parent-in-law, parent of the ~~employee's~~ same-gender domestic partner, grandparent, or grandchild) the employer:

58. May allow an exempt employee with accrued paid leave to take OFLA leave in blocks of less than a full day. For these purposes, an exempt employee is a salaried executive, administrative or professional employee under the federal Fair Labor Standards Act or the state minimum wage and overtime laws;
59. May not reduce the salary of an employee who does not have or has run out of accrued paid leave and takes intermittent leave in blocks of less than a full day. To do so would result in the loss of exemption under state law.

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

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

### **Intermittent Leave and Alternate Duty**

An employer may transfer an employee on a foreseeable intermittent FMLA/OFLA leave or reduced work schedule into an alternate position with the same or different duties to accommodate the leave, provided the following exist:

60. The employee accepts the transfer position voluntarily and without coercion;
61. The transfer is temporary, lasts no longer than necessary to accommodate the leave and has equivalent pay and benefits;
62. The transfer is compliant with applicable collective bargaining agreements, as well as with state and federal law, providing all the employee protections found in FMLA regulations 29 C.F.R. Part 825;
63. Transfer to an alternate position is used only when there is no other reasonable option available that would allow the employee to use intermittent leave or reduced work schedule; and
64. The transfer is not used to discourage the employee from taking intermittent or reduced work schedule leave, or to create a hardship for the employee.

An employee transferred, as provided in 1.-5. above, to an alternate position for the purpose of a reduced work schedule, must be returned to the employee's former position.

FMLA/OFLA leave time for an employee on intermittent leave or a reduced work schedule is the difference between the number of hours the employee normally works and the number of hours the employee actually works during the intermittent leave or reduced work schedule. Holidays or days in

which the district is not in operation are not counted toward intermittent or reduced work schedule FMLA/OFLA leave unless the employee was scheduled and expected to work on the holiday.

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

65. The employee accepts the position voluntarily and without coercion;
66. The transfer is temporary, lasts no longer than necessary and has equivalent pay and benefits;
67. The transfer is compliant with applicable collective bargaining agreements, as well as with state and federal law, providing all the employee protections found in FMLA regulations 29 C.F.R. Part 825; and
68. The transfer is not used to discourage the employee from taking FMLA/OFLA leave for a serious health condition or to create a hardship for the employee.

An employee is not on FMLA/OFLA leave if the employee has been transferred, as provided in section 1.-3. above, to an alternate position for the purpose of alternate work duties that the employee is able to perform within the limitations of the employee's own serious health condition, but not requiring a reduced workweek. An employee working in an alternate position retains the right to return to the employee's original position unless all FMLA/OFLA leave taken in that leave year plus the period of time worked in the alternate position exceed 12 weeks.

An alternate position accommodating an employee's serious health condition may result in the employee working fewer hours than the employee worked in the original position. The employee's FMLA/OFLA leave is the difference between the number of hours the employee worked in the original position and the number of hours the employee actually works in the alternate position.

Intermittent leave for school teachers is subject to special rules.

The district recognizes that state law will not always reduce the employee's FMLA 12 workweek entitlement (i.e. leave to care for a parent-in-law or sick child leave).

### **Special Rules for Teachers**

Special rules apply if leave is requested to be taken near the end of a semester.

69. Under OFLA leave, if a teacher requests, in advance, leave for a serious health condition and the teacher will be absent more than 20 percent of the total number of working days during the period over which the leave would be taken then the employer may require the teacher to elect one of the following options:
  - a. To take family leave for one uninterrupted period of time as necessary to complete medical treatment. (School holidays and school vacation days are not counted as family leave.);
  - b. To transfer temporarily into an available alternative position which better accommodates periodic absences or recurring periods of leave.
70. Under FMLA leave, if a teacher begins leave more than five weeks before the end of the academic term because of the teacher's own serious health condition, the employer may require the teacher to remain on leave until the end of the term if:

- a. The family leave is at least three weeks long; and
  - b. The teacher's return to work would occur within three weeks of the end of the term.
71. If a teacher begins FMLA or OFLA leave within five weeks of the end of the academic term because of parental leave, the serious health condition of a family member or to care for a covered servicemember, the employer may require the teacher to remain on family leave through the end of the term if:
- a. The leave is more than two weeks long; and
  - b. The teacher's return would occur within the last two weeks of the term.
72. If a teacher begins FMLA or OFLA leave within three weeks of the end of the academic term because of parental leave, to care for a family member with a serious health condition or to care for a covered servicemember and the leave is greater than five working days, the employer may require the teacher to remain on family leave until the end of the term.
73. If a teacher takes FMLA/OFLA leave to the end of the school year and continues the leave at the beginning of the next school term, the leave is consecutive rather than intermittent leave.
- a. The period between the end of the school term and the beginning of the next school term, when a teacher would not have been required to report for duty, is not counted against the teacher's FMLA or OFLA leave entitlements.
  - b. A teacher on FMLA/OFLA leave at the end of the school term must be provided with the same benefits during the period between school terms that the teacher would normally receive if no FMLA/OFLA leave were taken.
74. If a teacher is required by the employer to remain on leave to the end of the academic term, only the period of leave the teacher requested shall be charged against the teacher's FMLA/OFLA leave entitlement.
75. Nothing in FMLA/OFLA rules prohibits the employer from allowing the teacher to work as a substitute or in some other paid capacity during the weeks prior to the end of term under 3. or 4. above.
76. Full-time employees covered by OFLA rules, and who have been maintained on the payroll by a district during 180 consecutive calendar days, are thereafter deemed to have been employed by that district for an average of at least 25 hours per week during the 180 days immediately preceding the date any OFLA leave begins.

### **Calculating the 12-Month Period for Leave**

The district will use the same method for calculating the 12-month period in which the 12 workweek FMLA and OFLA leave entitlement occurs for all employees. The district will use [the calendar year] [any fixed 12-month "leave year"] [the 12-month period measured forward from the date the employee's leave begins] [a "rolling" 12-month period measured backward from the date the employee uses any family and medical leave].

Leaves to care for covered servicemembers has its own 12-month year beginning on the first day of leave regardless of the district's method of calculating the 12-month period for leave.

## **Paid/Unpaid Leave**

Family leave under federal and state law is generally unpaid. [An employee may elect to use accrued paid leave including personal and sick leave, or accrued vacation leave for the leave period.] [The district requires the employee to use any accrued sick leave, vacation or personal leave days (or other paid time established by Board policy(ies) and/or collective bargaining agreement) in the order specified by the district and before taking FMLA and/or OFLA leave without pay for the leave period.] [The district requires the employee to use any accrued paid leave, including personal and sick leave or accrued vacation leave before taking FMLA and/or OFLA leave without pay for the leave period. The employee may select the order in which the paid leave is used.]

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

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

## **Continuation of Health Insurance Benefits**

Under federal law, group health insurance benefits and premium payments must be continued on the same basis as coverage would have been provided and premiums paid if the employee had been continuously employed during the leave period. The district will continue to pay the district's contribution toward the employee's premiums. The employee will continue to pay the employee's share of premiums, if any. A 30-day grace period will be allowed for receipt of employee contributions. The district's obligation to maintain the employee's benefits will cease if the employee's contribution is more than 30 days late. The district will provide written notice that the premium payment is more than 30 calendar days late. Such notice will be provided within 15 calendar days before coverage is to cease.

Under state law, benefits are not required to continue or accrue unless required by Board policy(ies) and/or provisions of collective bargaining agreements related to paid and unpaid leaves.

An employer electing to continue health or other insurance coverage for an employee on OFLA leave may require that the employee pay only the same share of health or other insurance premium during the leave that the employee paid prior to the leave. If an employee cannot or will not pay such costs, the employer may elect to discontinue benefit coverage, unless to do so would render the employer unable to restore the employee to full benefit coverage as required by law. If an employer pays any portion of any employee's benefit coverage for employees on non-OFLA leave, the employer must pay that portion during OFLA leave.

If an employee gives unequivocal notice of intent not to return to work from OFLA leave, the employee is entitled to complete the approved OFLA leave, providing that the original need for OFLA leave still exists. The employer's obligations under OFLA – to restore benefits (subject to COBRA requirements) and to restore the employee to his/her position at the end of the leave – cease and the employer is not required to hold a position vacant or available for the employee giving unequivocal notice of intent not to return.

In the event the district is required to pay or elects to pay any part of the costs of providing health, disability, life or other insurance coverage for an employee during the period of FMLA or OFLA leave that should have been paid by the employee, the district may deduct, on the employee's return to work, such amounts from the employee's pay as have been advanced.

In no event may the total deducted exceed 10 percent of the employee's gross pay each pay period.

## **Return to Work**

After leave granted under federal and state law, an employee is generally entitled to be returned to the same position the employee held when leave commenced or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment unless otherwise excepted by law.

## **Fitness-for-Duty Certification**

If the leave was required for the employee's own serious health condition, including intermittent leave, the district may require the employee to obtain and present a fitness-for-duty certification from the health care provider that the employee is able to resume work. The certification will specifically address the employee's ability to perform the essential functions of the employee's job as they relate to the health condition that was the reason for the leave. If the district is going to require a fitness-for-duty certification upon return to work, the district must notify the employee of such requirement when the leave is designated as FMLA leave. The district is responsible for any co-pay or other out-of-pocket costs incurred

by the employee in providing certification. Failure to provide the fitness-for-duty certification may result in a delay or denial of reinstatement.

## **Application**

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

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

If advance notice is not possible, for example due to a change in circumstances or a medical emergency, an employee eligible for FMLA leave must provide notice as soon as practicable. "As soon as practicable," under federal law means the employee generally must comply with the employer's normal call-in procedures.

An employee eligible for OFLA leave is required, under state law, to provide oral or written notice within 24 hours of commencement of the leave in unanticipated or emergency leave situations. The employee may designate a family member or friend to notify the district during that period of time.

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

Failure of an employee to provide the required notice for FMLA leave may result in the district delaying the employee's leave for up to 30 days after the notice is ultimately given.

Failure of an employee to provide the required notice for leave covered by OFLA may result in the district deducting up to three weeks from the employee's unused OFLA leave in that one-year leave period. The employee may be subject to disciplinary action for not following the district's notice procedures.

## **Medical Certification**

When an employee provides 30 or more days notice when applying for FMLA and/or OFLA leave, other than for parental leave, the employer [may] [shall] require the employee to provide medical documentation when appropriate to support the request for leave. The district will provide written notification to employees of this requirement within five working days of employee's request for leave. If the employee provides less than 30 days notice, the employee is required to submit such medical certification no later than 15 calendar days after receipt of the district's notification that medical certification is required.

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

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

~~Under state law, if an employee requests OFLA leave because of a serious health condition, the district may require a second opinion and designate the health care provider. The provider may not be employed by the district. Should the two opinions conflict, the district may require a third opinion and that the two providers designate the third health care provider. The third opinion will be final. Second and third opinions and the actual travel expenses for the employee to obtain such opinions will be paid for by the district.~~

~~An employer may not delay the taking of an OFLA leave in the event that medical certification is not received prior to the commencement of a leave taken subject to the timelines set forth in this regulation. The employer may designate the leave as provisionally approved subject to medical certification. The employer shall provide the employee with written notice of any requirement to provide medical certification of the need for leave and the consequences for failure to do so. The employee must be allowed a minimum of 15 days to provide medical certification.~~

~~If the employee elects or the district requires substitution of accrued sick leave, vacation or other paid leave for unpaid leave pursuant to a collective bargaining agreement or other Board policy, the district will follow the medical documentation requirements of the applicable leave policy or contract provision whenever such requirements are more beneficial to the employee.~~

~~If an employee has taken sick child leave on all or any part of three separate days during a leave year, the employer may require medical certification on the fourth day or subsequent occurrence of sick child leave within that leave year. The employer must pay the cost of the medical certification not covered by insurance or other benefit plan. The opinion of the health care provider shall be binding. The employer may not require the employee to obtain a second opinion. The employer is not required to request medical certification for sick child leave exceeding three days and may make such requests at the employer's discretion.~~

### **Notification**

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

### **Record Keeping/Posted Notice**

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

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



The district will post notice of Federal Family and Medical Leave Act and Oregon Family Leave Act requirements.

### **Federal vs. State Law**

Both federal and state law contain provisions regarding leave for family illness. Federal regulations state an employer must comply with both laws; that the federal law does not supersede any provision of state law that provides greater family leave rights than those established pursuant to federal law and that state and federal leave entitlements run concurrently. State law requires that federal and state leave run concurrently when possible. For example, due to differences in regulations, an employee who takes leave after 180 days of employment but before one year, is still eligible to take a full 12 workweeks of federal leave after meeting the one-year work requirement. After the first work year, leave will run concurrently.

R10/24/136/25/15 PHRS

## EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

### Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

### Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on covered active duty or call to covered active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness\*.

\*The FMLA definition of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".

### Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year/12 months, for have 1,250 hours of service over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

### Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar

days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

### Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

### Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

### Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.**

### For additional information:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627  
[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)



# Oregon School Boards Association Selected Sample Policy

Code: **GCBDA/GDBDA-AR(2)**  
Revised/Reviewed: **Recommend to Not Adopt**

## Request for Family and Medical Leave

Employee Request for Family and Medical Leave (FMLA)  
and/or Oregon Family Leave (OFLA)

PLEASE PRINT

Where the need for the leave may be anticipated, written request for family and medical leave must be made, if practical, at least 30 days prior to the date the requested leave is to begin. Failure to request leave in a timely manner could result in either the leave being postponed or the amount of leave available reduced up to three weeks.

Name \_\_\_\_\_ Effective Date of the Leave \_\_\_\_\_

Department \_\_\_\_\_ Title \_\_\_\_\_

Status:  Full  Part  Temporary

Hire Date \_\_\_\_\_ Length of Service \_\_\_\_\_

Have you taken a family leave in the past 12 months?  Yes  No

If yes, how many work days? \_\_\_\_\_ Reason for leave \_\_\_\_\_

I request family or medical leave for one or more of the following reasons:<sup>1</sup>

1.  Because of the birth of my child and in order to care for him or her. (District: Use GCBDA/GDBDA-AR(3)(A) Certification Form)  
Expected date of birth \_\_\_\_\_ Actual date of birth \_\_\_\_\_  
Leave to start \_\_\_\_\_ Expected return date \_\_\_\_\_
2.  Because of the placement of a child with me for adoption or foster care. (District: Use GCBDA/GDBDA-AR(3)(A) Certification Form)  
Age of child \_\_\_\_\_ Date of placement \_\_\_\_\_  
Leave to start \_\_\_\_\_ Expected return date \_\_\_\_\_
3.  In order to care for a family member<sup>2</sup> with a serious health condition. (District: Use GCBDA/GDBDA-AR(3)(B) Certification Form)  
Leave to start \_\_\_\_\_ Expected return date \_\_\_\_\_  
Please check one:  Spouse  Same-gender domestic partner (OFLA leave only)  Child<sup>3</sup>  Child of same-gender domestic partner (OFLA leave only)  Parent  Individual who was in *loco parentis* when the employee was a child  Parent-in-law (OFLA leave only)  Parent of employee's same-gender domestic partner (OFLA leave only)  Custodial parent  Noncustodial parent  Adoptive parent  Stepparent  Foster parent  Grandparent (OFLA leave only)  Grandchild (OFLA leave only).

<sup>1</sup>A physician's certification may be required to support a request for family and medical leave. In addition, a fitness-for-duty certification may be required before reinstatement following the leave.

<sup>2</sup>"Family member," for purposes of FMLA and OFLA leave, means the spouse, custodial parent, noncustodial parent, adoptive parent, stepparent or foster parent, biological parent, child of the employee (biological, adopted, foster or step child, a legal ward, or child of the employee standing in loco parentis), same-gender domestic partner, the child of a same-gender domestic partner or a person with whom the employee is or was in a relationship of "in loco parentis." Additionally, when defining "family member" under OFLA (but not FMLA leave), this the definition includes a grandparent, grandchild, parent-in-law same-gender domestic partner, the child of a same-gender domestic partner, or parent of the employee's same-gender domestic partner.

<sup>3</sup>For FMLA, the age of the son or daughter at the onset of disability is not relevant in determining a parent's entitlement to FMLA leave.

Please state name and address of relation:

Name \_\_\_\_\_ Address \_\_\_\_\_

Does the condition render the family member unable to perform daily activities?

\_\_\_\_\_

- 4.  For a serious health condition which prevents me from performing my job functions. (District: Use GCBDA/GDBDA-AR(3)(A) Certification Form)

Describe \_\_\_\_\_

Leave to start \_\_\_\_\_ Expected return date \_\_\_\_\_

Regarding 3 or 4 above, request intermittent (reduced workday hours) or reduced leave (fewer workdays each workweek) schedule or alternate duty (if applicable, subject to employer's approval). Please describe schedule of when you anticipate you will be unavailable to work:

\_\_\_\_\_

- 5.  In order to care for a child with a condition requiring home care which does not meet the definition of serious health condition and is not life threatening or terminal (OFLA leave only).
- 6.  A qualifying exigency arising from an employee's spouse, son, daughter, or parent who is a covered servicemember as defined in GCBDA/GDBDA-AR(1), or leave for the spouse or domestic partner of a military personnel per each deployment of the spouse or domestic partner when the spouse or domestic partner has either been notified of an impending call to active duty, has been ordered to active duty, or has been deployed or on leave from deployment. (District: Use GCBDA/GDBDA-AR(3)(C) Certification Form)
- 7.  To care for a spouse, son, daughter, parent, or next of kin<sup>4</sup> who is a covered servicemember with a serious illness or injury incurred in the line of duty or active duty in the armed forces. Has leave been taken for the same servicemember and the same injury?  Yes  No (District: Use GCBDA/GDBDA-AR(3)(D) Certification Form) If yes, when was the leave taken and for how many work days? \_\_\_\_\_
- 8.  For the death of a family member (OFLA only).

I understand that [I may use accrued paid leave, including personal and sick leave or accrued vacation leave for the family and medical leave period.] [the district requires me to use any accrued sick leave, vacation, personal leave days or other paid time established by Board policy(ies) and/or collective bargaining agreement in the order specified by the district, and before taking leave without pay, for the family and medical leave period.] [I am required to use any accrued paid leave, including personal and sick leave or accrued vacation leave before taking family and medical leave without pay. I may select the order in which the paid leave is used for the family and medical leave period.]

If my request for a leave is approved, it is my understanding that without an authorized extension when the need for an extension could be anticipated, I must report to duty on the first workday following the date my leave is scheduled to end. I understand that failure to do so will constitute unequivocal notice of my intent not to return to work and the district may terminate my employment. (A fitness-for-duty statement may be required.)

I authorize the district to deduct from my paychecks any employee contributions for health insurance premiums, life insurance or long-term disability insurance which remain unpaid after my leave, consistent with state and/or federal law.

I have been provided a copy of the district's family and medical leave policy and a copy of my rights and responsibilities under the Family Medical Leave Act leave request form.

Signature of Employee: _____ Date: _____
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<sup>4</sup>“Next of kin” means the nearest blood relative of the eligible employee.

R10/24/136/25/15 | PHRS

Request for Family and Medical Leave - GCBDA/GDBDA-AR(2)

3-3

Attachment 8.4

# Oregon School Boards Association Selected Sample Policy

Code: **GCDA/GDDA**  
Adopted: **Do Not Adopt per OSBA**

## **Criminal Records Checks/Fingerprinting\*** (Version 1)

In a continuing effort to further ensure the safety and welfare of students and staff, the district shall require criminal records checks and fingerprinting of all newly hired full-time and part-time employees. Others having direct, unsupervised contact with students shall also have criminal records checks and fingerprinting, as required by law.

“Direct, unsupervised contact” means contact with students that provides the person opportunity and probability for personal communication or touch.

In addition to the newly hired employees, such checks shall be required of the following:

1. All district contractors and/or their employees, whether employed part-time or full-time;
2. All contractors and/or their employees who provide early childhood special education or early intervention services in accordance with rules established by the Employment Department;
3. Any community college faculty member providing instruction at the site of an early childhood education program or at a school site as part of an early childhood program;
4. An individual who is an employee of a public charter school.

An individual who has failed to disclose the presence of criminal convictions that would not otherwise prevent his/her employment with the district as provided by law [may] [will not] be employed or contracted with, by the district. The district’s use of criminal history must be relevant to the specific requirements of the position, services or employment.

The district ~~[shall]~~ [shall not] begin the employment of an individual, ~~[volunteer service]~~ or terms of a district contractor ~~on a probationary basis pending~~ before the return and disposition of criminal records checks and/or fingerprinting. [The service of a volunteer [may] [will not] begin [on a probationary basis] pending the return and disposition of a criminal records check.]

The superintendent shall develop administrative regulations as necessary to meet the requirements of law.

END OF POLICY

**Legal Reference(s):**

[ORS 181.555](#)  
[ORS 326.603](#)  
[ORS 326.607](#)  
[ORS 336.631](#)

[ORS 338.115](#)  
[ORS 342.143](#)  
[ORS 342.223 to 342.232](#)

[OAR 414-061-0010](#)  
[OAR 581-021-0500](#)  
[OAR 581-022-1730](#)  
[OAR 584-036-0062](#)

Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et. seq. (2012).





# Oregon School Boards Association Selected Sample Policy

Code: **GDA**  
Adopted: **Recommend to Not Adopt**

## **Educational Instructional Assistants**

**Educational Instructional** assistants shall be hired by the [Board upon recommendation of the superintendent] [superintendent].

All **educational instructional** assistants must:

1. Have a high school diploma or the equivalent;
2. Be at least 18 years of age or older; and
3. Have standards of moral character as required of teachers.

In addition to the above, **educational instructional** assistants providing translation services must have demonstrated proficiency and fluency, knowledge of and ability to provide accurate translations from a language other than English into English and from English into another language.

**Educational Instructional** assistants<sup>1</sup> who work in Title I programs and provide instructional support must have:

1. Completed at least two years of study at an institution of higher education; or
2. Obtained an associate's or higher degree; or
3. Met a rigorous standard of quality, and can demonstrate, through a formal state or local academic assessment or para-professional certificate program, knowledge of, and the ability to assist in instructing, as appropriate, reading/language arts, writing and mathematics or reading readiness, writing readiness and mathematics readiness.

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<sup>1</sup>**Educational Instructional** assistants may be assigned to: (1) provide one-on-one tutoring for eligible students, if the tutoring is scheduled at a time when a student would not otherwise receive instruction from a teacher; (2) assist with classroom management, such as organizing instructional and other materials; (3) provide assistance in a computer laboratory; (4) conduct parental involvement activities; (5) provide support in a library or media center; (6) act as a translator; or (7) provide instructional services to students while working under the direct supervision of a teacher. **Educational instructional** assistants may assume limited duties that are assigned to similar personnel who are not working in a program supported with Title I funds, including duties beyond classroom instruction or that do not benefit participating children, so long as the amount of time spent on such duties is the same proportion of total work time as prevails with respect to similar personnel at the same school.

These requirements do not apply to an **educational instructional** assistant: (1) who is proficient in English and a language other than English and who provides services primarily to enhance the participation of children in Title I programs by acting as a translator; or (2) whose duties consist solely of conducting parental involvement activities.

The district [will] [will not] require individuals newly hired as Title I **educational instructional** assistants who have met another district's academic assessment as set forth by the No Child Left Behind Act of 2001, to meet the district's academic assessment standards.

The general responsibilities of an **educational instructional** assistant shall be outlined in a job description. The major responsibility shall be to assist the classroom teacher, specialist or supervisor with instruction. The **educational instructional** assistants shall be under the supervision of the appropriately licensed classroom teachers, specialist or supervisor. Other supporting tasks may include, but are not limited to: clerical support, student control, personal care, translation or parent/family involvement activities and media center or computer laboratory support.

**Educational Instructional** assistants shall not be used by the district or teacher as substitute teachers. The responsibility for classroom supervision remains with the teacher at all times.

END OF POLICY

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**Legal Reference(s):**

[ORS 332.107](#)  
[ORS 332.505](#)

[ORS 342.120](#)  
[OAR 581-022-1710\(2\)](#)

[OAR 581-037-0005 to -0025](#)  
[OAR 584-005-0005\(41\)](#)

~~OR. DEPT OF EDUC., SUGGESTED PERSONNEL POLICY GUIDELINES FOR SCHOOL DISTRICTS – EDUCATIONAL~~  
No Child Left Behind Act of 2001, 20 U.S.C. § 6319 (2006).  
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212.  
Title II of the Genetic Information Nondiscrimination Act of 2008.  
Section 503 of the Rehabilitation Act of 1973.

# Oregon School Boards Association Selected Sample Policy

Code: **JEA-AR**  
Revised/Reviewed:

## Compulsory Attendance Notices and Citations\*\*

Compulsory attendance citations may be issued by the superintendent or designee as a means to enforce the compulsory attendance law. All such citations shall be issued according to the following procedures:

### 1. Attendance Supervisor

The attendance supervisor shall:

- a. Determine that the parent or guardian has either failed to enroll his/her student or to maintain the student in regular attendance. Regular attendance shall mean attendance which does not include more than eight unexcused one-half day absences or the equivalent in any four-week period in which school is in session;
- b. Verify the compulsory attendance violation through such means as matching attendance supervisor records with classroom teacher records;
- c. Provide written compulsory attendance noncompliance notification to the parent or guardian within 24 hours of verification of the violation. If the student is a youth offender on parole or probation, at the same time notice is given to the parent or other person, the attendance supervisor shall notify the student's parole or probation officer of the absence;
- d. Serve the notification personally or by certified mail. The notification will be written in the native language of the parent or guardian;
- e. Ensure that notification includes a statement requiring the student to appear on the next school day following receipt of the notice and to maintain regular attendance for the remainder of the school year;
- f. Provide a copy of the notice and pertinent attendance records to the superintendent or designee at the time notice is given to the parent or guardian;
- g. Notify the superintendent within three days of knowledge that the parent or guardian receiving the notification has not complied with the notice.

### 2. Superintendent or Designee

The superintendent or designee will:

- a. Review the compulsory attendance noncompliance notice and pertinent student attendance records;
- b. If citation appears warranted, prior to issuing the citation, provide written notification to the parent or guardian. The notice will be written in the language of the parent or guardian. The notice will be delivered personally or by certified mail and will state that:
  - (1) The student is required to attend school regularly, a school full-time during the school year;

- (2) Failure to send the student to school and to maintain the student in regular attendance is a Class C violation;
- (3) A citation for violation of compulsory attendance laws may be issued by the superintendent or designee;
- (4) The parent has the right to request:
  - (a) An evaluation to determine if the student should have an individualized education program (IEP), if the student does not have one; or
  - (b) A review of the student's current IEP.
- (5) The parent or guardian and student are required to attend a conference with the superintendent or designee. The date, time and place of conference will be specified. This conference may not be scheduled until after an evaluation or review as described in item 4. above, if requested by the parent, has been completed;
- (6) Failure to attend the conference or failure to send the student to school following the conference may result in the issuance of a citation.

### 3. Conference

The superintendent or designee will conduct a conference with the parent or guardian and student. Auxiliary aids and services will be provided upon advance request. The superintendent or designee will:

- a. Review Oregon's compulsory attendance law and the student's attendance record;
- b. Determine the reasons for the noncompliance;
- c. Develop a plan for student attendance improvement (contract, etc.);
- d. Refer the parent or guardian and student to other agencies as necessary (i.e., Building Support Team; Youth Services Team; Oregon Department of Human Services, Community Human Services; Juvenile Department; etc.);
- e. Discuss the potential consequences for continued compulsory attendance noncompliance, including the potential for the issuance of a citation and the consequences for violation of the Board's student conduct and truancy policies.

### 4. Citation

Compulsory attendance noncompliance citations may be issued by the superintendent or designee. The superintendent or designee shall:

- a. Determine that the parent or guardian has continued to fail to enroll his/her student in school or maintain the student in regular attendance following a conference or has refused to attend the conference as required;
- b. Contact the clerk of the court for the county and determine which court will hear the case and when;
- c. Ensure official representing the district will be available to present evidence of the violation at the time and date specified;
- d. Determine whether the local court's interpretation of Oregon Revised Statute (ORS) 339.925 requires the student be named as defendant. Complete form accordingly;
- e. Complete Uniform Compulsory Attendance Citation and Complaint form as follows:

- (1) Specify appropriate court, district, circuit, municipal or justice;
  - (2) Specify when the court will hear the case, including date, time and location of the court appearance at the bottom of the form;
  - (3) Provide all pertinent defendant information, including the name and address of the parent or guardian. Only one adult should be named as the defendant;
  - (4) Provide all pertinent offense information, including the period of time during which the absences occurred;
  - (5) Ensure the minimum number of absences constituting irregular attendance as defined in law has in fact occurred. Excused absences should not be counted for purposes of this citation;
  - (6) Provide all pertinent student information including the grade, date of birth, length of time in the district and parent(s) name(s). The Oregon Department of Education will compile this information at the end of the calendar year to determine trends in excessive absenteeism;
  - (7) Provide date superintendent's or designee's prior notification of attendance requirements, consequences including possibility of citation and conference meeting date was sent;
  - (8) Ensure that the prior notice was served to the same parent or guardian who is named as the defendant in the citation;
  - (9) Provide district name, date, superintendent's name and signature. If the superintendent has designated another district official to issue citations, such delegation will be documented and the delegated official's name and signature will appear on the form;
  - (10) Personally serve (not mail) the citation;
  - (11) Complete time and date citation was issued, name, title and signature of district official serving the citation;
  - (12) Ensure the parent or guardian is served with the goldenrod (bottom) copy;
  - (13) Ensure the white and yellow copies are sent to the appropriate court, immediately after the citation is served;
  - (14) Ensure the pink copy is retained by the district. Additional information may be maintained on the back of the pink copy, including the dates the attendance supervisor's and the superintendent's or designee's notifications were sent, dates of contact with parents or guardians and names of school staff who have been involved with the issue;
  - (15) Consult with district's attorney to assist in these procedures, as necessary.
- f. Maintain student attendance records in accordance with applicable education records laws.

[District]  
[Address, City, State, Zip Code]  
Phone: [ ]

\*\*\*\*\* ATTENDANCE SUPERVISOR'S NONENROLLMENT NOTICE \*\*\*\*\*

Date \_\_\_\_\_  
Parent(s)/Guardian \_\_\_\_\_  
Address \_\_\_\_\_

Dear \_\_\_\_\_,  
(Parent/Guardian)

A determination has been made that your student, \_\_\_\_\_ (Student's Name) \_\_\_\_\_, has not enrolled in school and has not been exempted from compulsory attendance in school, under provisions of ORS 339.030.

In accordance with Oregon law, you are hereby notified that you must enroll your student at [ ] School no later than the next school day following receipt of this notice and maintain your student in regular attendance for the remainder of the school year.

Please be advised that failure to comply with Oregon's compulsory attendance law is a Class C violation and may result in a compulsory attendance citation and complaint issued by the superintendent and a fine by a court.

You may request an evaluation to determine if your student should have an individualized education program (IEP), or request a review of your student's current IEP.

If you have questions, please contact [name] at [number].

Sincerely,

~~{Attendance Supervisor}~~ {Principal}

{cc: Principal/Superintendent}

[District]  
[Address, City, State, Zip Code]  
Phone: [ ]

\*\*\*\*\* ATTENDANCE SUPERVISOR'S IRREGULAR ATTENDANCE NOTICE \*\*\*\*\*

Date \_\_\_\_\_  
Parent(s)/Guardian \_\_\_\_\_  
Address \_\_\_\_\_

Dear \_\_\_\_\_,  
(Parent/Guardian)

A determination has been made that your student, \_\_\_\_\_ (Student's Name) \_\_\_\_\_, is not maintaining regular attendance as required by ORS 339.065.

Regular attendance is defined by Oregon law as attendance which does not include more than eight unexcused one-half day absences or the equivalent in any four-week period school is in session.

According to school attendance records, your student has had unexcused absences from school [ ] days on the following dates: [ ].

You are hereby notified that you must send your student to school no later than the next school day following receipt of this notice and maintain your student in regular attendance for the remainder of the school year.

Please be advised that failure to comply with Oregon's compulsory attendance law is a Class C violation and may result in a compulsory attendance citation and complaint issued by the superintendent and a fine by a court.

You may request an evaluation to determine if your student should have an individualized education program (IEP), or request a review of your student's current IEP.

If you have questions, please contact [name] at [number].

Sincerely,

~~{Attendance Supervisor}~~ {Principal}

{cc: Principal/Superintendent}



[District]  
[Address, City, State, Zip Code]  
Phone: [ ]

**\*\* SUPERINTENDENT’S NOTICE OF COMPULSORY ATTENDANCE NONCOMPLIANCE \*\***

Date \_\_\_\_\_  
Parent(s)/Guardian \_\_\_\_\_  
Address \_\_\_\_\_

Dear \_\_\_\_\_,  
(Parent/Guardian)

According to district records, you were notified by the district’s attendance supervisor on [date] that your student, [name], has [failed to enroll in school] [failed to maintain regular school attendance] as required by Oregon compulsory attendance laws.

Your student was required to appear in school no later than the next school day following your receipt of that notice and maintain regular attendance for the remainder of the school year. District records indicate your student continues to be absent from school.

The superintendent or designee may issue a citation for your continued violation of Oregon’s compulsory attendance law.

A student is required to regularly attend a full-time school. Failure to send the student to school and to maintain the student in regular attendance is a Class C violation. A citation for such compulsory attendance violations may result in a court fine.

You [did not request an evaluation of your student’s individualized education program (IEP) or a review of your student’s current IEP.] [requested an evaluation to determine if your student should have an individualized education program (IEP).] [ requested a review of an existing IEP for your student] and the requested evaluation or review was completed on [date].]

In accordance with law, you and your student are required to attend a conference with [designated school official] on [date] at [time] to discuss:

1. Oregon’s compulsory attendance law and your student’s attendance record;
2. The reasons for your noncompliance;
3. The development of a plan for improvement;
4. Resources available to help your student be successful in school, referrals to other agencies as may be needed and such alternative education information as may be required by law;
5. Any questions you may have concerning the potential consequences for continued noncompliance with Oregon’s compulsory attendance law, as set forth above and as provided in Board student conduct and truancy policies.

Failure to attend this conference or failure to send your student to school and to maintain your student in regular school attendance following this conference will result in the issuance of a citation to you, as provided by law.

If you have questions, please contact [name] at [number].

Sincerely,

{Superintendent/Designee}

HR6/22/046/25/15 | MWPH

# Oregon School Boards Association Selected Sample Policy

Code: **JECB**  
Adopted:

## Admission of Nonresident Students

The district may enroll nonresident students as follows:

1. **Interdistrict Transfer Agreement.** By written consent of the affected school boards. The student becomes a “resident pupil” of the attending district thereby allowing the attending district to receive State School Fund moneys;
2. **Open Enrollment.** By written consent from the school board with which the student has made application for admission. The student becomes a “resident pupil” of the attending district thereby allowing the attending district to receive State School Fund moneys;
3. **Tuition Paying Student.** By admitting nonresident student with tuition, whereby neither affected districts are eligible for State School Fund moneys;
4. **Court placement.** If a juvenile court determines it is in the student’s best interest, a student placed in a substitute care program outside the district will continue to be considered a resident student and allowed to attend the school the student attended prior to placement. The public agency placing the student in a substitute care program will be responsible for the transportation of the student, if public agency funds are available.

The Board shall deny regular school admission to nonresident students who are under expulsion from another district for a weapons policy violation. The Board ~~{will} {will not} {may,~~ based on district criteria, ~~} deny {regular school} {alternative education program} admission to nonresident students who are under expulsion from another district for reasons other than a weapons policy violation.~~

### **Consent for Admission of a Nonresident Student by Interdistrict Transfer or Consent for Admission of a Tuition Paying Student**

~~{Annually, by {date to be set by the Board<sup>1</sup>}, the Board shall establish the number of student transfer requests into the district, and out of the district, to which consent will be given for the upcoming school year.}~~

The Board reserves the right to accept/reject nonresident students based upon the availability of space and resources. The Board may not consider nor ask for any information from the student about race, religion, sex, sexual orientation, ethnicity, national origins, disability, health, whether a student has an individualized education program (IEP) or the terms of that IEP, identified as talented and gifted, income level, residence, proficiency in English, athletic ability or academic records. The Board may not request or require the student to participate in an interview, tour any of the schools or facilities, or otherwise meet with any representatives of the school or district prior to the district deciding whether to give consent.

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<sup>1</sup>The district must annually make this determination by a date set by the Board. Insert the date set by the Board.

The Board may ask for the student's name, contact information, date of birth, grade level, whether the student may be given priority on consent for admission (e.g., sibling in the district; change in legal residence; completion of public charter school in the district), information about which schools the student prefers to attend and whether the student is currently expelled.

If the number of students seeking consent exceeds the number of spaces, the Board will use an equitable lottery selection process. The process may give priority to students who have siblings currently enrolled in the district; to students who previously received consent for admission and because of a change in legal residence; or to students who attended a public charter school located in the same district in which the student seeks to attend, for three consecutive years, completed the highest grade offered by the public charter school and did not enroll and attend school in another district following completion of that highest grade in the public charter school. ~~[For the 2014-2015 school year only, this process may also give priority to nonresident students who received consent from the Board for the 2013-2014 school year.]~~

The Board may revise the maximum number of students to whom consent will be given at a time other than the annual date established by the Board if there are no pending applications for consent.

If the Board decides not to give consent to a student the Board must provide a written explanation to the student.

The district may require minimum standards of behavior and/or attendance once the student has been accepted. The minimum standards must be the same for all students that are given consent. The district is not allowed to establish minimum standards for academics as a criteria for the student to remain in the district. Students whose consent is revoked for violation of set attendance and/or behavior standards will not be allowed to apply for consent to return to this district in the same or the following school year.

The Board may determine the length of time the consent is given. Any limitations in length of time must be applied consistently among all students to whom consent is given.

The district is not required to provide transportation outside the boundaries of the district. The student will be allowed to use existing bus routes and transportation services of the district. Transportation will be provided if required by federal law.

The attending district is responsible for a free appropriate public education for those students on an IEP.

### **Consent by the Nonresident District Board for which the Student has applied for Admission (Open Enrollment)**

Annually, by March 1, the Board shall establish the number of students to whom consent will be given for the upcoming school year. The Board may choose to limit consent based on school, grade or the combination of both. The Board may decide not to give consent to any person under this process.

Applications for consent shall be submitted to the district no later than April 1, for the following school year.

The Board may not deny consent, give priority nor request student information related to race, religion, sex, sexual orientation, ethnicity, national origin, disability, health, whether a student has an individual

education program (IEP) or the terms of that IEP, income level, residence, proficiency in the English language, athletic ability, academic records or eligibility or participation in talented and gifted programs.

If the number of students seeking consent exceeds the number of students the Board has determined will be given consent, consent will be based on an equitable lottery selection process.

The district is not required to provide transportation outside the boundaries of the district. The student will be allowed to use existing bus routes and transportation services of the district. Transportation will be provided if required by federal law.

By May 1, the district shall provide written notification of admission of a nonresident student into the district, to the district of the student's legal residence.

END OF POLICY

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**Legal Reference(s):**

[ORS 109.056](#)

[ORS 327.006](#)

[ORS 329.485](#)

[ORS 335.090](#)

[ORS 339.115 to -339.133](#)

[ORS 339.141](#)

[ORS 339.250](#)

[ORS 343.221](#)

[ORS 433.267](#)

Letter Opinions, Office of the OR Attorney General (March 15, April 18, June 30 1988).  
OR. DEP'T OF EDUC., ODE EXECUTIVE MEMORANDA 23-1988-89, 42-1994-95.

# Oregon School Boards Association Selected Sample Policy

Code: **JECB-AR(1)**  
Revised/Reviewed:

## Admission of Nonresident Students

By ~~{January 15}~~ of each year, the principals will establish an approximate number of nonresident students their respective buildings can accommodate for the following school year.

Nonresident students may be admitted with tuition, with the exception of students who become “resident pupils” by one of the following methods:

1. By written consent of affected school boards (interdistrict transfer);
2. By written consent of the district board with which the student has made application for admission (open enrollment);
3. A foreign exchange student attending a district school on a J-1 Visa; or
4. A court order.

The amount of tuition will be established by ~~{July 1}~~ of each year. Each admitted tuition paying student will be charged the same amount of tuition.

The district is not required to provide transportation outside the boundaries of the district. The student will be allowed to use existing bus routes and transportation services of the district. Transportation will be provided if required by federal law.

~~{A written appeal for a denied request may be made to the Board whose decision, based upon review, will be final.}~~

### **Consent for Admission of a Nonresident Student by Interdistrict Transfer**

5. The application for admission must go through the ~~{principal’s office}~~, which will then submit the petition to the ~~{superintendent’s office}~~.
6. Admission ~~{and annual renewal}~~ must be approved by the superintendent.
7. Students receiving consent for admission may remain in the district ~~{for the school year {2014-2015}}~~ ~~{until they finish the highest grade level in the school}~~ ~~{until graduation}~~<sup>1</sup>. The student will not need to seek permission more than once from the same district of origin, to transfer to this district.

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<sup>1</sup>The receiving district determines the length of time granted for a student of an interdistrict transfer by mutual agreement. The length of time determined by the receiving district must be applied the same for all students receiving consent by mutual agreement. The bracketed language represents only examples the district may consider. The district may insert whatever length of time they decide.

## Consent for Admission of a Tuition Paying Student

1. The application for admission must go through the {principal's office}, which will then submit the petition to the {superintendent's office}.
2. Admission ~~{and annual renewal}~~ must be approved by the superintendent.
3. Admission of students paying tuition will result in a mutual tuition agreement between the parties and will be filed with the business office for billing and payment control.
4. The business manager shall prepare semester bills for all tuition paying students, and any student whose tuition remains unpaid {15} days after presentation of bills shall be excluded; the superintendent may grant additional time for payment should circumstances warrant it.
5. ~~{Students receiving consent may remain in the district [for the school year [2015-2016]] [until they finish the highest grade level in the school]} [until graduation]<sup>2</sup>.~~

## Consent by the Nonresident District Board for which the Student has applied for Admission (Open Enrollment)

6. By March 1, the Board shall establish the number of students, if any, that will be given admission for the following school year under this process. Resident students will have first opportunity to request an intradistrict transfer prior to the placement of a nonresident student ~~{to a specific school}~~.
7. Nonresident students must make application no later than April 1, for admission in the following school year to the district they desire to attend. Applications must be submitted to the {district office}.
8. If the number of applications exceeds the number of admissions to be given, an equitable lottery process will be used to determine admission. This lottery process may give priority to applicants who currently have siblings enrolled in the district. Priority cannot be given to a nonresident student over an intradistrict transfer request from a resident student. If the district determines that admission will not be given to any students under this process there is no district obligation to give admission to siblings.
9. Once the student has been given admission, the student is considered a resident for all educational programs and remains a resident of the district until the student:
  - a. Graduates from high school;
  - b. Is no longer required to be admitted to the school district under ORS 339.115; or
  - c. Enrolls in a school in a different district.
10. By May 1, the district shall provide written notification of admission of a nonresident student into the district, to the district of the student's legal residence.

10/23/146/25/15|PH

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

Oregon School Boards Association  
Selected Sample Policy

Code: JECB-AR(4)  
Revised/Reviewed:

Application Request for Nonresident Student Admission – Interdistrict Transfer

Current School Year \_\_\_\_\_

For Office Use Only

Transfer requested for School Year \_\_\_\_\_

Student ID# \_\_\_\_\_

Student Information

Legal Last Name \_\_\_\_\_ Legal First Name \_\_\_\_\_ Legal Middle Name \_\_\_\_\_

Mailing Address \_\_\_\_\_ Apartment # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date of Birth \_\_\_\_\_ (MM/DD/YY) Student Grade Level in requested school year \_\_\_\_\_

Primary Phone of Parent/Guardian \_\_\_\_\_ Secondary Phone \_\_\_\_\_

E-mail Address \_\_\_\_\_

Parent/Guardian Name (Person in Parental Relationship) \_\_\_\_\_

Is the student currently under expulsion?  Yes  No

If yes, what was the reason? \_\_\_\_\_

Is there a sibling of this applicant currently attending in this district?  Yes  No

If yes, name of sibling and school attending: \_\_\_\_\_

~~Does the student currently have a transfer for the 2013-2014 current school year?  Yes  No~~

Has the student attended a public charter school in the district for three consecutive years; finished the highest grade possible in that school; and has not attended another school outside the district since completing that highest grade?  Yes  No

Is, or was the student a resident of this district in the current school year?  Yes<sup>1</sup>  No

If yes, please provide move/moving date: \_\_\_\_\_

~~Preferred School placement \_\_\_\_\_~~

Signature of Parent/Guardian \_\_\_\_\_

Date \_\_\_\_\_

For Office Use Only:

Final Action of Nonresident District:  Approved  Denied  Lottery number \_\_\_\_\_

Reason for denial: \_\_\_\_\_

Superintendent/Designee: \_\_\_\_\_

Date \_\_\_\_\_

5/14/146/25/15|PH

<sup>1</sup>If applicant chooses "Yes," the district must give consent for admission pursuant to ORS 339.127(10).

# Oregon School Boards Association Selected Sample Policy

Code: **JEDA**  
Adopted: **Recommend V2**

## Truancy (Version 1)

The superintendent will develop procedures whereby those students who are considered truant may be subject to the following penalties: detention; suspension; ~~expulsion~~, and/or ineligibility to participate in athletics or other activities.

These procedures will be published annually for students, staff and parents.

END OF POLICY

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### Legal Reference(s):

[ORS 339.040](#) to -339.090

[ORS 339.240](#)

[ORS 339.250](#)

[OAR 581-021-0050](#) to -0075



# Oregon School Boards Association Selected Sample Policy

Code: **JEDA**  
Adopted:

## Truancy (Version 2)

Truancy is defined as absence from school without permission.

The district believes irregular attendance is one of the factors associated with student failure and frustration with the school experience. A fundamental purpose for insisting on punctual, regular school attendance is to help each student develop habits of responsibility.

With these beliefs in mind, the district will develop procedures that foster a partnership with parents in the early detection of truancy, related counseling and appropriate consequences<sup>1</sup>.

END OF POLICY

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### Legal Reference(s):

[ORS 339.040](#) to -339.090

[ORS 339.240](#)

[ORS 339.250](#)

[OAR 581-021-0050](#) to -0075

R3/07/026/25/15 | MWPH

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<sup>1</sup>Expulsion may not be used to address truancy. (ORS 339.250(2)(b)(B))

# Oregon School Boards Association Selected Sample Policy

Code: **JFC**  
Adopted: **Recommend version 2**

## Student Conduct\*\* (Version 1)

The Board expects student conduct to contribute to a productive learning climate. Students shall comply with the district's written rules, pursue the prescribed course of study, submit to the lawful authority of district staff and conduct themselves in an orderly manner at school during the school day or during district-sponsored activities.

Careful attention shall be given to procedures and methods whereby fairness and consistency without bias in discipline shall be assured each student. The objectives of disciplining any student must be to help the student develop a positive attitude toward self-discipline, realize the responsibility of one's actions and to maintain a productive learning environment. All staff members have responsibility for consistency in establishing and maintaining an appropriate behavioral atmosphere.

A student handbook, code of conduct or other document shall be developed by district administration[, in cooperation with staff,] and will be made available and distributed to parents, students and employees outlining student conduct expectations and possible disciplinary actions, including consequences for disorderly conduct, as required by the No Child Left Behind Act of 2001 (NCLBA). In addition, each school in the district shall publish a student/parent handbook detailing additional rules specific to that school.[ All rules applying to student conduct shall be posted in a prominent place in each school building.]

Students in violation of Board policy, administrative regulation and/or code of conduct provisions will be subject to discipline up to and including expulsion. Students may be denied participation in extracurricular activities. Titles and/or privileges available to or granted to students may also be denied and/or revoked (e.g., valedictorian, salutatorian, student body, class or club office positions, senior trip, prom, etc.). A referral to law enforcement may also be made.

The district will annually record and report expulsion data for conduct violations as required by the Oregon Department of Education.

END OF POLICY

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### Legal Reference(s):

[ORS 339.240](#)  
[ORS 339.250](#)

[ORS 659.850](#)

[OAR 581-021-0050 to -0075](#)

Hazelwood Sch. District v. Kuhlmeier, 484 U.S. 260 (1988).  
Bethel Sch. Dist. v. Fraser, 478 U.S. 675 (1986).  
Shorb v. Grotting and Powers Sch. Dist., Case No. 00CV-0255 (Coos County Circuit Ct.) (2000).  
Ferguson v. Phoenix Talent Sch. Dist. #4, 172 Or. App. 389 (2001).  
No Child Left Behind Act of 2001, 20 U.S.C. § 7912 (2006).

R1/16/14 | PH

Student Conduct\*\* - JFC

1-1

Attachment 8.4

# Oregon School Boards Association Selected Sample Policy

Code: **JFC**  
Adopted:

## **Student Conduct and Discipline\*\*** (Version 2)

The Board expects student conduct to contribute to a productive learning climate. Students shall comply with the district's policies, administrative regulations, school and classroom written rules, pursue the prescribed course of study, submit to the lawful authority of teachers and school officials and conduct themselves in an orderly manner during the school day and during district-sponsored activities.

Careful attention shall be given to procedures and methods whereby fairness and consistency without bias in discipline shall be assured each student. The objectives of disciplining any student must be to help the student develop a positive attitude toward self-discipline, realize the responsibility of one's actions and maintain a productive learning environment.

Disciplinary procedures that are age appropriate and to the extent practicable uses approaches that are shown through research to be effective, shall be used by district personnel to correct behavioral problems, while supporting students' attendance to school and classes. Examples include, but are not limited to, reprimands, conferences, detention and denial of participation in cocurricular and extracurricular activities. Titles and/or privileges available to or granted to students may be denied and/or revoked (e.g., valedictorian, salutatorian, student body, class or club office positions, field trips, senior trip, prom, etc.). The district shall consider the age of the student and the student's past pattern of behavior prior to a suspension or expulsion of the student.

Students may be suspended in cases of serious infractions or repeated failure to comply with Board policy, administrative regulation, school or classroom rules. Students may be expelled for any of the following circumstances: a) when a student's conduct poses a threat to the health or safety of students or employees; b) when other strategies to change the student's behavior have been ineffective, except that expulsion may not be used to address truancy; or c) when required by law.

The use of out-of-school suspension or expulsion for discipline of a student in the fifth grade or below, is limited to:

1. Nonaccidental conduct causing serious physical harm to a student or employee;
2. When a school administrator determines, based on the administrator's observation or upon a report from an employee, the student's conduct poses a threat to the health or safety of students or employees; or
3. When the suspension or expulsion is required by law.

When an out-of-school suspension is imposed on a student, the district shall take steps to prevent the recurrence of the behavior that led to the out-of-school suspension, and return the student to a classroom setting to minimize the disruption of the student's academic instruction.

Restitution may be sought for willful damage to district property. ~~+~~ Additionally, a student's driving privileges, or the right to apply for driving privileges, may be suspended for violations of ORS 339.254 and 339.257 as provided by Board policy JHFDA - Suspension of Driving Privileges. ~~+~~ A referral to law enforcement may also be made for violations of the law. Parental assistance shall be requested when persistent violations occur.

Students shall be subject to discipline, suspension or expulsion for misconduct including, but not limited to:

1. Assault;
2. ~~[Hazing,]~~ harassment, intimidation, bullying, ~~[menacing,]~~ cyberbullying or teen dating violence ~~[as prohibited by Board policy JFCF - [Hazing/]~~ Harassment/Intimidation/Bullying/~~[Menacing/]~~ Cyberbullying/Teen Dating Violence – Student and accompanying administrative regulation~~];~~
3. Coercion;
4. Threats of violence or harm ~~[as prohibited by Board policy JFCM - Threats of Violence];~~
5. Disorderly conduct;
6. Bringing, possessing, concealing or using a weapon [as prohibited by Board policy JFCJ - Weapons in the Schools];
7. Vandalism, malicious mischief or theft ~~[as prohibited by Board policies ECAB - Vandalism/Malicious Mischief/Theft and JFCB - Care of District Property by Students,]~~ or willful damage or destruction of private property on district premises or at district-sponsored activities;
8. Sexual harassment ~~[as prohibited by Board policy JBA/GBN - Sexual Harassment and accompanying administrative regulation];~~
9. Use of tobacco, alcohol or drugs ~~[as prohibited by Board policy(ies)]~~ ~~[JFCG/JFCH/JFCI - Use of Tobacco Products, Alcohol, or Drugs or Inhalant Delivery System]~~ ~~[JFCG – Tobacco Use by Students]~~ ~~JFCG/KGC/GBK - Prohibited Use, Possession, Sale or Distribution of Tobacco or Inhalant Delivery System]~~ ~~[JFCH - Alcohol and JFCI - Substance/Drug Abuse];~~
10. Use or display of profane or obscene language;
11. Disruption of the school environment;
12. Open defiance of a teacher's authority, including persistent failure to comply with the lawful directions of teachers or school officials;
13. Violation of law, Board policy, administrative regulation, school or classroom rules.

The district recognizes that under the Unsafe School Choice Option of the No Child Left Behind Act of 2001 (NCLBA), a school can be deemed unsafe as a whole entity or for an individual student based on expulsions for weapons violations, violent behavior or expulsions for students arrested for the following

criminal offenses occurring on district grounds, on district-sponsored transportation and/or at district-sponsored activities:

1. Assault;
2. Manufacture or delivery of a controlled substance;
3. Sexual crimes using force, threatened use of force or against incapacitated persons;
4. Arson;
5. Robbery;
6. Hate/Bias crimes;
7. Coercion; or
8. Kidnapping.

The district will record and report these infractions to the Oregon Department of Education, as required.

The district will provide the opportunity for all students in any district school identified as persistently dangerous or for any victim of a violent criminal offense occurring in or on the grounds of the school the student attends, to the extent feasible, the opportunity to transfer to a safe school within the district.

Parents, students and employees shall be notified by handbook, code of conduct or other document of acceptable behavior, behavior subject to discipline and the procedures to address behavior and the consequences of that behavior. These procedures will include a system of consequences designed to correct student misconduct and promote acceptable behavior.

END OF POLICY

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**Legal Reference(s):**

[ORS 339.240](#)  
[ORS 339.250](#)

[ORS 659.850](#)

[OAR 581-021-0050 to -0075](#)

Hazelwood Sch. District v. Kuhlmeier, 484 U.S. 260 (1988).

Bethel Sch. Dist. v. Fraser, 478 U.S. 675 (1986).

Shorb v. Grotting and Powers Sch. Dist., Case No. 00CV-0255 (Coos County Circuit Ct.) (2000).

Ferguson v. Phoenix Talent Sch. Dist. #4, 172 Or. App. 389 (2001).

No Child Left Behind Act of 2001, 20 U.S.C. § 7912 (2006).

# Oregon School Boards Association Selected Sample Policy

Code: **JFCG-AR**  
Revised/Reviewed:

## **Tobacco-Free Environment Discipline for Use, Possession, Distribution or Sale of Tobacco Products or Inhalant Delivery Systems** (Version 1)

The following guidelines will govern possession, use, distribution and sale of tobacco products or inhalant delivery systems, or violation of the district's prohibition of tobacco product or inhalant delivery system promotional items, including clothing, bags, hats and other personal items by students on district property or at school-sponsored activities.

Violation will result in the following:

- 1st offense - Conference with parents
- 2nd offense - Detention
- 3rd offense - In-school suspension (~~(1-3 days)~~)
- 4th offense - Out-of-school suspension (~~(1-3 days)~~)
- 5th offense - Expulsion from school

At any grade or offense level, as either an alternative to, or as a part of discipline, school or community service and/or attendance and successful completion of cessation and/or ~~tobacco~~, education classes or behavior modification plans may be assigned at the discretion of the principal or designee. Attendance at such classes not offered by the district will be voluntary and any associated costs are the sole responsibility of the student and his/her parent. A referral to law enforcement and/or local public health ~~authority and/or tobacco coalition~~ may be made.

R4/15/026/25/15 | MWPH

# Oregon School Boards Association Selected Sample Policy

Code: **JFCG-AR**  
Revised/Reviewed: **Recommend not to adopt**

## **Tobacco-Free Environment Discipline for Use, Possession, Distribution or Sale of Tobacco Products or Inhalant Delivery Systems (Version 2)**

The following procedures will be used for students who violate the district's ~~tobacco~~ policy on use, possession, distribution or sale of tobacco products or inhalant delivery systems:

### **First Offense**

[One day] detention and conference with students and parent. During detention, the student will be provided with information concerning harmful effects of smoking, or vaporizing or aerosolizing of inhalants and will be required to do further research on the effects of ~~smoking~~ the same.

### **Second Offense**

[One day], out-of-school suspension and performance of service to school or community.

### **Third Offense**

[Three day], out-of-school suspension, suspension from extracurricular activities for remainder of semester.

Consistent refusal or neglect to obey the rules may lead to expulsion. Due process procedures shall be followed.

### **Alternative to Discipline**

As an alternative to discipline, students may be referred to a cessation and/or tobacco education class. Attendance at such classes is voluntary. Any cost related to cessation classes is the responsibility of the student and his/her parent. The district may also require the successful completion of a behavior modification plan.

### **Other**

A referral to law enforcement and/or public health ~~authority or tobacco coalition~~ may be made at any time.

R4/15/026/25/15 | MWPH

# Oregon School Boards Association Selected Sample Policy

Code:  
JFCG/JFCH/JFCI

Adopted:

## Use of Tobacco Products, Alcohol, or Drugs or Inhalant Delivery Systems\*\*

Student ~~{substance abuse,}~~ possession, use, distribution or sale of tobacco products or inhalant delivery systems, alcohol or unlawful drugs, including drug paraphernalia ~~{or any substance purported to be an unlawful drug,}~~ on or near any district property or grounds, including parking lots, or while participating in school-sponsored activities is prohibited and will result in disciplinary action. If possession, use, distribution or sale occurred near district grounds, disciplinary action ~~{will}~~ ~~{may}~~ include removal from any or all extracurricular activities and/or denial or forfeiture of any school honors or privileges (e.g., valedictorian, salutatorian, student body, class or club office positions, senior trip, prom, etc.). If possession, use, distribution or sale occurred on district grounds, at school-sponsored activities or otherwise while the student was under the jurisdiction of the school, students will be subject to discipline up to and including expulsion. Denial and/or removal from any or all extracurricular activities and/or forfeiture of any school honors or privileges may also be imposed. A student ~~{may}~~ ~~{shall}~~ be referred to law enforcement officials. Parents will be notified of all violations involving their student and subsequent action taken by the school.

A referral to community resources and/or cessation programs designed to help the student overcome tobacco product, inhalant delivery system, alcohol or unlawful drug use may also be made. The cost of such programs are the individual responsibility of the parent and the private health care system.

Clothing, bags, hats and other personal items used to display, promote or advertise tobacco products, inhalant delivery systems, alcohol or unlawful drugs are prohibited on all district grounds, including parking lots, at school-sponsored activities and in district vehicles.

Any person under age 18 possessing a tobacco or inhalant delivery system product ~~commits a Class D violation~~ is in violation of state law and is subject to a court-imposed fine, ~~as provided by ORS 167.400.~~

Any person who distributes, sells or ~~causes~~ allows to be sold, tobacco products or any substance sold for the purpose of being smoked, vaporized or aerosolized, in any form, ~~or a tobacco-burning or inhalant delivery system device,~~ to a person under 18 years of age ~~commits a Class A violation~~ is in violation of state law and is subject to a court-imposed fine ~~as provided by ORS 163.575.~~

An unlawful drug is any drug as defined by the Controlled Substances Act including, but not limited to, marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP). As used in this policy, unlawful drug also means possession, use, sale or supply of prescription and nonprescription drugs in violation of Board policy ~~JHCD – Administering Noninjectable Medicines to Students, JHCDA – Administering Injectable Medicines to Students~~ and any accompanying administrative regulations.



Unlawful delivery of a controlled substance to a student or minor within 1,000 feet of district property is a Class A felony, as provided by ORS 475.904.

END OF POLICY

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**Legal Reference(s):**

<a href="#">ORS 153.018</a>	<a href="#">ORS 339.240</a>	<a href="#">OAR 581-021-0110</a>
<a href="#">ORS 161.605</a>	<a href="#">ORS 339.250</a>	<a href="#">OAR 581-022-0413</a>
<a href="#">ORS 161.625</a>	<a href="#">ORS 339.883</a>	<a href="#">OAR 581-053-0230(9)(s)</a>
<a href="#">ORS 163.575</a>	<a href="#">ORS 431.840</a>	<a href="#">OAR 581-053-0330(1)(m)-(o)</a>
<a href="#">ORS 167.400</a>	<a href="#">ORS 431.845</a>	<a href="#">OAR 581-053-0430(12)-(14)</a>
<a href="#">ORS 332.107</a>	<a href="#">ORS 433.835 to -433.990</a>	<a href="#">OAR 581-053-0531(11)-(13)</a>
<a href="#">ORS 336.067</a>	<a href="#">ORS Chapter 475</a>	<a href="#">OAR 581-053-0630</a>
<a href="#">ORS 336.222</a>		<a href="#">OAR 584-020-0040</a>
<a href="#">ORS 336.227</a>	<a href="#">OAR 581-021-0050 to -0075</a>	

Controlled Substances Act, 21 U.S.C. § 812; Schedules of Controlled Substances, 21 C.F.R. §§ 1308.11 - 1308.15 (2006).  
Pro-Children Act of 1994, 20 U.S.C. §§ 6081-6084 (2006).  
Safe and Drug-Free Schools and Communities Act, 20 U.S.C. §§ 7101-7117 (2006).

# Oregon School Boards Association Selected Sample Policy

Code: **JFCG/KGC/GBK**  
Adopted:

## ~~Tobacco-Free Environment~~

### **Prohibited Use, Possession, Distribution or Sale of Tobacco Products and Inhalant Delivery Systems** (Version 1)

It is the school district's obligation to protect the health, welfare and safety of students. ~~In light of scientific evidence that the use of tobacco is hazardous to health, and t~~To be consistent with district curriculum and Oregon law and district curriculum, student possession, use, distribution or sale of tobacco products or inhalant delivery systems in any form on district premises, at school-sponsored activities, on or off district premises, on all district grounds, including parking lots, in district-owned, rented or leased vehicles or otherwise, or while the student is under the jurisdiction of the school district, is prohibited.

The use, distribution or sale of tobacco products or inhalant delivery systems by staff and all others is prohibited on district premises, in any building or facility, on district grounds, including parking lots, in any vehicle owned, leased, rented or chartered by the district, school or public charter school and at all school-sponsored activities.

For the purpose of this policy, "tobacco products" is defined to include, but not limited to, any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette, and any other smoking product, spit tobacco, also known as smokeless, dip, chew, or snuff, in any form, ~~nicotine or nicotine delivering devices, chemicals or devices that produce the physical effect of nicotine substances or any other tobacco substitute (e.g., e-cigarettes).~~ This does not include ~~USFDA-approved nicotine replacement tobacco products or other therapy products used for the purpose of cessation.~~

For the purpose of this policy, "inhalant delivery system" means a device that can be used to deliver nicotine or cannabinoids in the form of a vapor or aerosol to a person inhaling from the device; or a component of a device or a substance in any form sold for the purpose of being vaporized or aerosolized by a device, whether the component or substance is sold or not sold separately. This does not include ~~USFDA-approved tobacco products or other therapy products marked and sold solely for the approved purpose.~~

~~Tobacco use, distribution or sale by staff and all others is also prohibited on district premises in any building, facility or vehicle owned, leased, rented or chartered by the district, school or public charter school and at all school-sponsored activities.~~

Violation of this policy will lead to appropriate disciplinary action up to and including expulsion for students. When considering disciplinary action for a ~~child~~ student with disabilities, the district must follow the requirements of Board policy JGDA/JGEA - Discipline of Students with Disabilities, including those involving functional behavioral assessment, change of placement, manifestation determination and an interim alternative educational setting. Community or school service may be required. A referral to law enforcement may be made. Parents will be notified of all violations involving their student and subsequent action taken by the school. Information about cessation support and/or tobacco education programs and how students can access these programs will be provided. At the discretion of the principal, attendance and completion of such programs, or successful completion of a behavior modification plan, may be allowed as a substitute for, or as part of student discipline.

‡Violation of this policy by nonstudents may result in the individuals removal from district property. The district reserves the right to restrict access to district property by individuals who are repeat offenders.‡

This policy shall be enforced at all times. The superintendent will develop administrative regulations as needed to implement this policy.

END OF POLICY

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**Legal Reference(s):**

[ORS 167.400](#)  
[ORS 332.107](#)  
[ORS 336.222](#)  
[ORS 336.227](#)  
[ORS 339.240](#)  
[ORS 339.250](#)

[ORS 339.883](#)  
[ORS 431.840](#)  
[ORS 433.835 to- 433.990](#)  
  
[OAR 581-021-0050 to -0075](#)  
[OAR 581-021-0110](#)

[OAR 581-022-0413](#)  
[OAR 581-053-0230\(9\)\(s\)](#)  
[OAR 581-053-0330\(1\)\(m\)](#)  
[OAR 581-053-0430\(12\)](#)  
[OAR 581-053-0531\(11\)](#)  
[OAR 581-053-0630](#)

Pro-Children Act of 1994, 20 U.S.C. §§ 6081-6084 (2006).

# Oregon School Boards Association Selected Sample Policy

Code: **JFCG/KGC/GBK**  
Adopted: **Recommend not to adopt**

## **Tobacco-Free Environment**

### **Prohibited Use, Possession, Distribution or Sale of Tobacco Products and Inhalant Delivery Systems** (Version 2)

The Board recognizes its responsibility to promote the health, welfare and safety of students, staff and others on district property and at school-sponsored activities. ~~In light of scientific evidence that use of tobacco is hazardous to health, and to be consistent with district curriculum and Oregon law, it is the intent of the Board to establish a tobacco-free environment.~~ The Board wishes to establish a school and working environment that is free of smoke, aerosols and vapors containing inhalants. ~~Consequently,~~ student possession, use, distribution or sale of tobacco products or inhalant delivery systems, including any smoking or use of an inhalant delivery device, on district premises, at school-sponsored activities on or off district premises, in district-owned, rented or leased vehicles, on all district grounds, including parking lots or otherwise, while the student is under the jurisdiction of the school district, is prohibited.

~~Tobacco~~ Use, distribution or sale of tobacco products or inhalant delivery systems by staff on district property, including parking lots, at district-sponsored events, in district-owned, rented or leased vehicles or otherwise while on duty on or off district premises is prohibited. ~~Tobacco~~ Use, distribution or sale of tobacco products or inhalant delivery systems by others on district property, in district vehicles or at district-sponsored events, on or off district premises, on all district grounds, including parking lots, is also prohibited. Staff and/or all others authorized to use any private vehicles to transport district students to school-sponsored activities are prohibited from using tobacco products or inhalant delivery systems in those vehicles while students are under their care.

For the purpose of this policy, “tobacco products” is defined to include, but not limited to, any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette, and any other smoking product, spit tobacco, also known as smokeless, dip, chew, or snuff; in any form, ~~nicotine or nicotine delivering devices, chemicals or devices that produce the physical effect of nicotine substances or any other tobacco substitute (e.g., e-cigarettes).~~

For the purpose of this policy “inhalant delivery system” means a device that can be used to deliver nicotine or cannabinoids in the form of a vapor or aerosol to a person inhaling from the device or a component of a device; or a substance in any form sold for the purpose of being vaporized or aerosolized by a device whether the component or substance is sold or not sold separately. This does not include USFDA-approved nicotine replacement tobacco products or other therapy products used ~~marked and sold solely for the approved purpose of cessation~~.

Clothing, bags, hats and other personal items used by staff and students to display, promote or advertise tobacco or inhalant delivery system products are prohibited on all district grounds, including parking lots, at school-sponsored activities or in district vehicles. ~~Tobacco~~ Advertising is prohibited in all school-sponsored publications, in all school buildings, on district grounds, including parking lots, and at all school-sponsored events. District acceptance of gifts or funds from the tobacco products and inhalant

~~delivery system industries is similarly prohibited. [The district will not contract with other public or private alternative schools that allow student use of tobacco use products or inhalant delivery systems on campus.]~~

~~Student violations of this policy will lead to disciplinary action up to and including expulsion. Students may also be subject to removal from any or all extracurricular activities and/or denial or forfeiture of school honors or privileges (e.g., valedictorian, salutatorian, student body, class or club office positions, field trips, senior trip, prom, etc.). School and/or community service may be required. A referral to law enforcement [may] [shall] be made. Parents shall be notified of all violations involving their student and action taken by the school.~~

~~Staff violations of this policy will lead to disciplinary action up to and including dismissal.—When considering disciplinary action for a child with disabilities, the district must follow the requirements of Board policy JGDA/JGEA - Discipline of Students with Disabilities, including those involving functional behavioral assessment, change of placement, manifestation determination, and an interim alternative educational setting.~~

~~Staff violations of this policy will lead to disciplinary action up to and including dismissal.~~

~~Violations by others will result in appropriate sanctions as determined and imposed by the superintendent or the Board.~~

~~Information about community resources and/or cessation programs to help staff and students overcome tobacco use will be provided.~~

~~The district will promote cessation resources and other positive alternatives to discipline. Tobacco use cessation programs may be established at district schools. Attendance or completion of tobacco use cessation programs by students may be allowed as a substitute to, or as a part of student discipline for possession, use, distribution or sale of tobacco products or inhalant delivery systems at the discretion of the principal. Attendance at cessation programs not offered by the district is voluntary and related costs are the individual responsibility of the staff member, student and his/her parent and private health care system.~~

~~As part of the district's tobacco use prevention activities, the superintendent shall ensure that tobacco use instructional programs as recommended by the Oregon Department of Human Services, Health Services, Tobacco Prevention and Education Program and the Oregon Department of Education, are an integral part of its drug and alcohol prevention curriculum. Programs must be integrated within the health education program and age- and developmentally-appropriate instruction provided at every level, pre-kindergarten through grade 12, with particular emphasis on grades 6 through 8. It is the expectation of the Board that tobacco use prevention concepts will be integrated into the instruction of other subject areas as practicable.~~

~~Staff responsible for teaching tobacco use prevention will be encouraged to collaborate with agencies and groups that conduct tobacco use prevention education and to participate in ongoing professional development activities that provide basic knowledge about the effects of use of tobacco use products, effective instructional techniques and program-specific activities.~~

The superintendent shall consult with local officials to promote enforcement of law that prohibits the use or possession of tobacco products or inhalant delivery systems by minors on or off district grounds. This policy shall be enforced at all times. The superintendent will develop administrative regulations as necessary to implement this policy, including provisions for notification of the district's policy, through such means as student/parent and staff handbooks, newsletters, inclusion on school event programs, signs at appropriate locations; disciplinary consequences; and procedures for filing and handling complaints about violations of the district's policy.

The superintendent shall ensure that the district's tobacco-use prevention program, policies, curricula, training and cessation programs are evaluated at regular intervals. The input of students, staff, parents and others from the community will be encouraged.

END OF POLICY

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**Legal Reference(s):**

[ORS 167.400](#)  
[ORS 332.107](#)  
[ORS 336.222](#)  
[ORS 336.227](#)  
[ORS 339.240](#)  
[ORS 339.250](#)  
[ORS 339.883](#)

[ORS 431.840](#)  
[ORS 433.835 to -433.990](#)  
[OAR 581-021-0050 to -0075](#)  
[OAR 581-021-0110](#)  
[OAR 581-022-0413](#)  
[OAR 581-053-0015](#)

[OAR 581-053-0230\(9\)\(s\)](#)  
[OAR 581-053-0330\(1\)\(m\)](#)  
[OAR 581-053-0430\(12\)](#)  
[OAR 581-053-0531\(11\)](#)  
[OAR 581-053-0630](#)

Pro-Children Act of 1994, 20 U.S.C. §§ 6081-6084 (2006).

R2/24/116/25/15 | RSPH

# Oregon School Boards Association Selected Sample Policy

Code: **JG**  
Adopted:

## **Student Discipline\*\***

Discipline in the district is based upon a philosophy designed to produce behavioral changes that will enable students to develop the self-discipline necessary to remain in school and to function successfully in their educational and social environments.

The major objectives of the district discipline program are to teach the following fundamental concepts for living:

1. Understanding and respect for individual rights, dignity and safety;
2. Understanding and respect for the law, Board policies, administrative regulations and school rules;
3. Understanding of and respect for public and private property rights.

The Board seeks to ensure a school climate which is appropriate for learning and which assures the safety and welfare of personnel and students. The superintendent will develop administrative regulations whereby those students who disrupt the educational setting or who endanger the safety of others, will be offered corrective counseling and be subject to disciplinary sanctions that are age appropriate, and to the extent practicable, that uses approaches that are shown through research to be effective.

The district shall enforce consistently, fairly and without bias all student conduct policies, administrative regulations and school rules.

A student whose conduct or condition is seriously detrimental to the school's best interests may be suspended. Students may be expelled for any of the following circumstances: a) when a student's conduct poses a threat to the health or safety of students or employees; b) when other strategies to change the student's behavior have been ineffective, except that expulsion may not be used to address truancy; or c) when required by law. The district shall consider the age of the student and the student's past pattern of behavior prior to imposing the suspension or expulsion. The district will ensure careful consideration of the rights and needs of the individual concerned, as well as the best interests of other students and the school program as a whole.

The use of out-of-school suspension or expulsion for discipline of a student in the fifth grade or below, is limited to:

1. Nonaccidental conduct causing serious physical harm to a student or employee;
2. When a school administrator determines, based on the administrator's observation or upon a report from an employee, the student's conduct poses a threat to the health or safety of students or employees; or
3. When the suspension or expulsion is required by law.

When an out-of-school suspension is imposed on a student, the district shall take steps to prevent the recurrence of the behavior that led to the out-of-school suspension, and return the student to a classroom setting to minimize the disruption of the student's academic instruction.

Parents, students and employees shall be notified by handbook, code of conduct or other document of acceptable behavior, behavior subject to discipline and the procedures to address behavior and the consequences of that behavior. These procedures will include a system of consequences designed to correct student misconduct and promote acceptable behavior.

END OF POLICY

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**Legal Reference(s):**

[ORS 243.650](#)  
[ORS 332.061](#)  
[ORS 332.072](#)

[ORS 332.107](#)  
[ORS 339.115](#)  
[ORS 339.240](#) to -339.280

[OAR 581-021-0045](#)  
[OAR 581-021-0050](#) to -0075



# Oregon School Boards Association Selected Sample Policy

Code: **JGD**  
Adopted:

## Suspension\*\*

The Board authorizes student suspension for one or more of the following reasons:

1. Willful violation of Board policies, administrative regulations or school rules;
2. Willful conduct which materially and substantially disrupts the rights of others to an education;
3. Willful conduct which endangers the student, other students or staff members;
4. Willful conduct which ~~endangers~~ damages or injures district property.

Students and parents are given notice of possible discipline actions resulting from student misconduct that may result in suspension in the ~~Student/Parent Handbook~~ ~~code of conduct~~ made available by the district.

Each suspension will include a statement of the reasons for suspension, the length of the suspension, ~~and~~ a plan for readmission ~~and may include a plan for the student to make up school work~~. No suspension shall extend beyond 10 school days. Every reasonable and prompt effort must be made to notify the parents of suspended students. The district may require a student to attend school during nonschool hours as an alternative to suspension.

In emergency situations that are a result of risk to health and safety, the district may postpone the suspension notice process above until the emergency condition has passed.

Students who are suspended may not attend after-school activities and athletic events, be present on district property without a parent or participate in activities directed or sponsored by the district.

Suspensions may be appealed to the Board.

END OF POLICY

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### Legal Reference(s):

[ORS 339.240](#)  
[ORS 339.250](#)

[OAR 581-021-0050](#) to [-0075](#)  
~~[OAR 581-021-0065](#)~~

R4/04/036/25/15 | MWPH

# Oregon School Boards Association Selected Sample Policy

Code: **JGE**  
Adopted:

## Expulsion\*\*

A principal, after reviewing available information, may recommend to the superintendent that a student be expelled. Expulsion of a student shall not extend beyond one calendar year.

No student may be expelled without a hearing unless the student's parents, or the student if 18 years of age, waive the right to a hearing, either in writing or by failure to appear at a scheduled hearing. By waiving the right to a hearing, the student and parent agree to abide by the findings of a hearings officer.

When an expulsion hearing is not waived, the following procedure is required:

1. Notice will be given to the student and the parent by personal service<sup>1</sup> or by certified mail<sup>2</sup> at least ~~five~~ days prior to the scheduled hearing. Notice ~~will~~**shall** include:
  - a. The specific charge or charges;
  - b. The conduct constituting the alleged violation, including the nature of the evidence of the violation **and reason for expulsion**;
  - c. A recommendation for expulsion;
  - d. The student's right to a hearing;
  - e. When and where the hearing will take place; and
  - f. The right to representation.
2. The **Board may expel, or may delegate the authority to decide on an expulsion to the superintendent or superintendent's designee, ~~will~~ who may also act as the hearings officer.** The district may contract with an individual who is not employed by the district to serve as the hearings officer. The hearings officer **designated by the Board will conduct the hearing and will not be associated with the initial actions of the building administrators;**
3. **Expulsion hearings will be conducted in private and will not be open to the general public unless the student or the students' parents request an open session;**
4. ~~3-~~**In case the parent or student has difficulty understanding the English language or has other serious communication disabilities, the district will provide a translator;**
5. ~~4-~~**The student ~~will~~**shall** be permitted to have a representative~~ion~~ present at the hearing to advise and to present arguments. The representative~~ion~~ may be an attorney **and/or** parent. The district's attorney may be present;**

<sup>1</sup>The person serving the notice shall file a return of service. (OAR 581-021-0070)

<sup>2</sup>When "certified mail is given to a parent of a suspended student, the notice shall be placed in the mail at least five days before the date of the hearing." (OAR 581-021-0070)

6. ~~5.~~ The student ~~will~~ shall be afforded the right to present his/her version of the ~~charges~~ events underlying the expulsion recommendation and to introduce evidence by testimony, writings or other exhibits;
7. ~~6.~~ The student ~~will~~ shall be permitted to be present and to hear the evidence presented by the district;
8. The hearings officer or the student may record the hearing;
9. Strict rules of evidence shall not apply to the proceedings. However, this shall not limit the hearings officer's control of the hearing;
10. ~~7.~~ If the Board is conducting the expulsion hearing, the Board may designate the Board chair or a third party as the hearings officer. The hearings officer will determine the facts of each case on the evidence presented at the hearing. Evidence may include the relevant past history and student education records. The hearings officer will provide to the Board, ~~findings of as to the facts,~~ as to the recommended decision and whether or not the student has committed the alleged conduct ~~will be submitted to the Board, along with the.~~ This will include the hearings officer's recommended decision on disciplinary action, if any, including the duration of any expulsion. This ~~decision material~~ will be available in identical form to the Board, the student if age 18 or over and the students' parents at the same time. Following the review by the Board of the hearings officer's recommendation, the Board will make the final decision regarding the expulsion;
8. ~~The hearings officer or the student may make a record of the hearing;~~
11. ~~9.~~ If the Board has delegated authority to the superintendent ~~for designee~~ to act as the hearings officer, the superintendent may designate him or herself, or a third party, as the hearings officer. The hearings officer's decision is final; ~~h~~ However, this decision of the hearings officer may be appealed by the parent or the student if age 18 or over to the Board for review. If the decision of the hearings officer is appealed to the Board for review, the findings as to the facts and the hearings officer's decision will be submitted to the Board, and will be available in identical form to the Board, the student and the students' parents at the same time. At its next regular or special meeting the Board will review the hearings officer's decision and will affirm, modify or reverse the decision. ~~Parents of students who wish to appeal the hearings officer's decision will have the opportunity to be heard at the time the Board reviews the decision;~~
12. ~~10.~~ Expulsion hearings will be conducted in private and ~~A~~ Board review of the hearings officer's decision will be conducted in executive session unless the student or the student's parent requests a public hearing. If an executive session is held by the Board or a private hearing ~~held~~ by the hearings officer, the following will not be made public:
  - a. The name of the minor student;
  - b. The issues involved, including a student's confidential medical record and that student's educational program;
  - c. The discussion;
  - d. The vote of Board members, which may be taken in executive session ~~when considering an~~ expulsion.

Prior to expulsion, the district must propose alternative programs of instruction or instruction combined with counseling to a student subject to expulsion for reasons other than a weapons policy violation. The district must document to the parent of the student that proposals of alternative education programs have been made.

END OF POLICY

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**Legal Reference(s):**

[ORS 192.660](#)  
[ORS 332.061](#)  
[ORS 336.615 to -336.665](#)

[ORS 339.115](#)  
[ORS 339.240](#)  
[ORS 339.250](#)

[OAR 581-021-0050 to -0075](#)  
[OAR 581-021-0070](#)  
[OAR 581-021-0071](#)

# Oregon School Boards Association Selected Sample Policy

Code: **JHCD/JHCDA-AR**  
Revised/Reviewed:

## **Prescription/Nonprescription Medication\*\*/\***

Students may, subject to the provisions of this regulation, have prescription or nonprescription medication administered by designated, trained staff. Self-medication by students will be permitted in accordance with this regulation and state law.

### 1. Definitions

- a. “Prescription medication” means any noninjectable drug, chemical compound, suspension or preparation in suitable form for use as a curative or remedial substance taken either internally or externally by a student under the written direction of a physician. Prescription medication includes any prescription for bronchodilators or autoinjectable epinephrine prescribed by a student’s Oregon licensed health care professional for asthma or severe allergies. Prescription medication does not include dietary food supplements. As per Oregon Administrative Rule (OAR) 851-047-0030 through 851-047-0040, a registered nurse may administer a subcutaneous injectable medication.
- b. “Nonprescription medication” means only commercially prepared, nonalcohol-based medication to be taken at school that is necessary for the student to remain in school. This shall be limited to eye, nose and cough drops, cough suppressants, analgesics, decongestants, antihistamines, topical antibiotics, anti-inflammatories and antacids that do not require written or oral instructions from a physician. Nonprescription medication does not include dietary food supplements.
- c. “Physician<sup>1</sup>” means a doctor of medicine or osteopathy, a physician assistant licensed to practice by the Board of Medical Examiners for the state of Oregon, a nurse practitioner with prescriptive authority licensed by the Oregon State Board of Nursing, a dentist licensed by the Board of Dentistry for the state of Oregon, an optometrist licensed by the Board of Optometry for the state of Oregon or a naturopathic physician licensed by the Board of Naturopathy for the state of Oregon.
- d. “Student self-medication” means a student must be able to administer medication to himself/herself without requiring a trained staff member to assist in the administration of the medication.
- e. “Age-appropriate guidelines” means the student must be able to demonstrate the ability, developmentally and behaviorally, to self-medicate with permission from parent or guardian, administrator and in the case of a prescription medication, a physician.
- f. “Training” means yearly instruction, by a qualified trainer, to be provided to designated staff on the administration of prescription and nonprescription medication, based on requirements set out in guidelines approved by the Oregon Department of Education (ODE), including discussion of applicable district policies, procedures and materials.

<sup>1</sup>Added to Oregon Revised Statute 678.010 to -678.410: A registered nurse who is employed by a public or private school may accept an order from a physician licensed to practice medicine or osteopathy in another state or territory of the U.S. if the order is related to the care or treatment of a student who has been enrolled at the school for not more than 90 days (House Bill 3149 (2015)). This is to allow time for new students to find an Oregon licensed physician.

- g. “Qualified trainer” means a person who is familiar with the delivery of health services in a school setting and who is a registered nurse licensed by the Oregon State Board of Nursing, a physician, or a pharmacist licensed by the State Board of Pharmacy for the state of Oregon.
- h. “Severe allergy” means a life-threatening hypersensitivity to a specific substance such as food, pollen or dust.
- i. “Asthma” means a chronic inflammatory disorder of the airways that requires ongoing medical intervention.
- j. “Designated staff” means the staff person who is designated by the building principal to administer prescription or nonprescription medication.

## 2. Designated Staff/Training

- a. The principal will designate trained staff authorized to administer prescription or nonprescription medication to students while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in before- or after-school care programs on school-owned property and in transit to or from school or school-sponsored activities. The principal will supervise and ensure building and activity practices and procedures are consistent with the requirements of law, rules and this regulation.
- b. The principal will ensure the training required by law and Oregon Administrative Rules is provided. Training must be conducted by a qualified trainer.
- c. Training will provide an overview of applicable provisions of Oregon law, administrative rules, district policy and administrative regulations and include, but not be limited to, the following: safe storage, handling, monitoring medication supplies, disposing of medications, record keeping and reporting of medication administration and errors in administration, emergency medical response for life-threatening side effects and allergic reactions, and student confidentiality. Materials as recommended and/or approved by the ODE will be used.
- d. Training will be provided yearly to designated staff authorized to administer medication to students.
- e. A copy of the district’s policy and administrative regulation will be provided to all staff authorized to administer medication to students and others, as appropriate.
- f. ~~¶~~A statement that the designated staff member has received the required training will be signed by the staff member and filed in the district office. ~~¶~~

## 3. Administering Premeasured Doses of Epinephrine to a Student or Other Individual

A premeasured dose of epinephrine may be administered by trained, designated district staff to any student or other individual on school premises who the personnel believe, in good faith, is experiencing a severe allergic reaction, regardless of whether the student or individual has a prescription for epinephrine.

## 4. Administering Medications to Students

- a. A request for designated staff to administer medication to a student may be approved by the district and subject to the following:
  - (1) A written request for the district designated staff to administer prescription medication to a student, if because of the prescribed frequency for the medication, the medication must be given while the student is in school, at a school-sponsored activity, while under the

supervision of school personnel, in before- or after-school care programs on school-owned property and in transit to or from school or school-sponsored activities, must be submitted to the school office and shall include:

- (a) The written signed permission of the parent or guardian;
- (b) The written instruction from the physician, physician assistant or nurse practitioner for the administration of the prescription medication to the student including:
  - (i) Name of the student;
  - (ii) Name of the medication;
  - (iii) Method of administration;
  - (iv) Dosage;
  - (v) Frequency of administration; and
  - (vi) Other special instruction, if any.

The prescription label will be considered to meet this requirement if it contains the information listed in (i.)-(v.i.) above.

- (2) A written request for the district to administer nonprescription medication must be submitted to the school office and shall include:

- (a) The written signed permission of the parent or guardian;
- (b) The written instruction from the parent or guardian for the administration of the nonprescription medication to the student including:
  - (i) Name of the student;
  - (ii) Name of the medication;
  - (iii) Method of administration;
  - (iv) Dosage;
  - (v) Frequency of administration;
  - (vi) Other special instruction, if any.

- b. Medication is to be submitted in its original container;
- c. Medication is to be brought to and returned from the school by the parent;
- d. It is the parent's responsibility to ensure that an adequate amount of medication is on hand at the school for the duration of the student's need to take medication;
- e. It is the parent's responsibility to ensure that the school is informed in writing of any changes in medication instructions;
- f. In the event a student refuses medication, the parent will be notified immediately. No attempt will be made to administer medication to a student who refuses district-administered medication;
- g. Any error in administration of medication will be reported to the parent immediately and documentation made on the district's Accident/Incident Report form. Errors include, but are not limited to, administering medication to the wrong student, administering the wrong medication, dose, frequency of administration, method of administration, etc.;
- h. Medication shall not be administered or self-medication allowed until the necessary permission form and written instructions have been submitted as required by the district.

5. Student Self-medication of a Prescription or Nonprescription Medication

- a. Student self-medication of prescription medication by K-12 students, including students with asthma or severe allergies, will be allowed subject to the following:
  - (1) A parent or guardian signed permission form and other documentation requested by the district must be submitted for self-medication of all prescription medications;
  - (2) A prescription written by an Oregon licensed health care professional that includes a written treatment plan for managing of the student's asthma, diabetes and/or severe allergy, and for use by the student while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in before- or after-school care programs on school-owned property and in transit to or from school or school-sponsored activities, and acknowledgment the student has been instructed in the correct and responsible use of the medication;
  - (3) Principal permission for all self-medication of prescription medicine requests is required.
- b. Student self-medication of nonprescription medication by K-12 students may be allowed subject to the following:
  - (1) A parent or guardian permission form and other documentation requested by the district must be submitted for self-medication of all nonprescription medications. The signed form from the parent or guardian will ensure the student has received proper instruction for use;
  - (2) Principal permission for all self-medication of nonprescription medicine requests is required.
- c. Students who are developmentally and/or behaviorally unable to self-medicate will be provided assistance by designated school staff. A permission form and written instructions will be required as provided in Section 4.a. and b. above;
- d. All prescription and nonprescription medication must be kept in its appropriately labeled, original container, as follows:
  - (1) Prescription labels must specify the name of the student, name of the medication, dosage, method of administration and frequency or time of administration and any other special instruction including permission for the student to self-medicate;
  - (2) Nonprescription medication must have the student's name affixed to the original container.
- e. The student may have in his/her possession only the amount of medication needed for that school day, except for manufacture's packaging that contains multiple dosage, the student may carry one package, such as but not limited to, autoinjectable epinephrine or bronchodilators/inhalers;
- f. Sharing and/or borrowing of any medication with another student is strictly prohibited;
- g. Any medication required for use longer than 10 school days will be permitted only upon the written request of the parent;
- h. For students who have been prescribed bronchodilators or epinephrine, staff will request from the parent or guardian, that the parent or guardian provide backup medication for emergency use by that student. Backup medication, if provided by the parent or guardian, will be kept at



the student's school in a location to which the student has immediate access in the event the student has an asthma and/or severe allergy emergency;

- i. Upon written parent request and with a physician's written statement that the lack of immediate access to a backup autoinjectable epinephrine may be life threatening to a student, and the location the school stores backup medication is not located in the student's classroom, a process shall be established to allow the backup autoinjectable epinephrine to be kept in a reasonably secure location in the student's classroom;
- j. Permission to self-medicate may be revoked if the student violates the Board policy and/or these regulations. Additionally, students may be subject to discipline, up to and including expulsion, as appropriate.

## 6. Handling, Storage, Monitoring Medication Supplies

- a. Medication administered by designated staff or self administered by the student, must be delivered by the parent to the school, in its original container, accompanied by the permission form and written instructions, as required above.
- b. Medication in capsule or tablet form and categorized as a sedative, stimulant, anticonvulsant, narcotic analgesic or psychotropic medication will be counted by designated staff in the presence of another district employee upon receipt, documented in the student's medication log and routinely monitored during storage and administration. Discrepancies will be reported to the principal immediately and documented in the student's medication log. For such medication not in capsule or tablet form, standard measuring and monitoring procedures will apply.
- c. Designated staff will follow the written instructions of the physician and parent and training guidelines as may be recommended by ODE for administering all forms of prescription and/or nonprescription medications.
- d. Medication will be secured as follows:
  - (1) Nonrefrigerated medications will be stored in a locked cabinet, drawer or box ~~used solely for the storage of medication~~;
  - (2) Medications requiring refrigeration will be stored in a ~~locked box in a refrigerator~~ ~~separate refrigerator used solely for the storage of medication~~;
  - (3) Access to medication storage keys will be limited to the principal and designated school staff.
- e. Designated staff will be responsible for monitoring all medication supplies and for ensuring medication is secure at all times, not left unattended after administering and that the medication container is properly sealed and returned to storage.
- f. In the event medication is running low or an inadequate dosage is on hand to administer the medication, the designated staff will notify the parent immediately.

## 7. Emergency Response

- a. Designated staff will notify 911 or other appropriate emergency medical response systems and administer first aid, as necessary, in the event of life-threatening side effects that result from district-administered medication or from student self-medication or allergic reactions. The parent[, school nurse] and principal will be notified immediately.

- b. Minor adverse reactions that result from district-administered medication or from student self-medication will be reported to the parent immediately.

## 8. Disposal of Medications

- a. Medication not picked up by the parent at the end of the school year or within ~~five~~ school days of the end of the medication period, whichever is earlier, will be disposed of by designated staff in a nonrecoverable fashion as follows:
  - (1) Medication in capsule, tablet and liquid form will be removed from their original container (destroy any personal information). Crush solid medications, mix or dissolve in water (this applies to liquid as well) and mix with an undesirable substance such as coffee grounds, kitty litter, flour etc., and place it in impermeable non-descriptive containers such as empty cans or sealable bags, placing these containers in the trash. Flush prescriptions down the toilet **only** if the accompanying patient information specifically instructs it is safe to do so;
  - (2) Other medication will be disposed of in accordance with established training procedures including sharps and glass.
- b. All medication will be disposed of by designated staff in the presence of another school employee and documented as described in 9. a., below.

## 9. Documentation and Record Keeping

- a. A medication log will be maintained for each student administered medication by the district. The medication log will include, but not be limited to:
  - (1) The name, dose and route of medication administered, date, time of administration and name of the person administering the medication;
  - (2) Student refusals of medication;
  - (3) Errors in administration of medication<sup>2</sup>;
  - (4) Emergency and minor adverse reaction incidents<sup>1</sup>;
  - (5) Discrepancies in medication supply;
  - (6) Disposal of medication including date, quantity, manner in which the medication was destroyed and the signature of the staff involved.
- b. All records relating to administration of medicines, including permission slips and written instructions, will be maintained in a separate medical file apart from the student's education records file unless otherwise related to the student's educational placement and/or individualized education program. Records will be retained in accordance with applicable provisions of OAR 166-400-0010(17) and OAR 166-400-0060(29).
- c. Student medical files will be kept confidential. Access shall be limited to those designated school staff authorized to administer medication to students, the student and his/her parents. Information may be shared with staff with a legitimate educational interest in the student or others as may be authorized by the parent in writing.

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<sup>2</sup>Designated staff may note incident by symbol in medication log and attach detailed documentation as necessary.

A school administrator, teacher or other district employee designated by the school administrator is not liable in a criminal action or for civil damages as a result of the administration of prescription and/or nonprescription medication as per state law.

A school administrator, school nurse, teacher or other district employee designated by the school administrator, are not liable in a criminal action or for civil damages as a result of a student's self-administration of medication, when that person in good faith assisted the student in self-administration of the medication, as per state law.

A school administrator, school nurse, teacher or other district employee are not liable in a criminal action or for civil damages, when in good faith administers autoinjectable epinephrine to a student or other individual with a severe allergy, who is unable to self administer the medication, as per state law.

A school district and the members of a school district board are not liable in a criminal action or for civil damages when a student or individual is unable to self-administer medication, when any person in good faith administers autoinjectable epinephrine to a student or individual, as per state law.

# Oregon School Boards Association Selected Sample Policy

Code: **JHCDA**  
Adopted:

## **Prescription Medication\*\*/\***

The district recognizes that the administration of prescription medication to students and/or student self-medication may be necessary when the failure to take such medication during school hours would prevent the student from attending school, and recognizes a need to ensure the health and well-being of students who require regular doses or injections of medication as a result of experiencing a severe allergic reaction, or have a need to manage hypoglycemia, asthma or diabetes. When a licensed health care professional is not immediately available, a designated trained staff member may administer to a student, epinephrine, glucagon or other medications as prescribed and allowed by Oregon law.

When directed by a physician or other licensed health care professional, students in grades K-12 will be allowed to self-administer prescription medication, including medication for asthma or severe allergy as defined by state law, and subject to age-appropriate guidelines.

A written treatment plan for a student who self administers medication will be developed and signed by a physician<sup>1</sup> or other Oregon licensed health care professional and kept on file. A written request and permission form signed by a parent or guardian is required and will be kept on file. If the student is deemed to have violated Board policy or medical protocol by the district, the district may revoke the permission given to a student to self-administer medication.

A request for the district to administer prescription medication to a student shall include the written permission of the parent or guardian and shall be accompanied by written instruction from a physician, physician assistant or nurse practitioner. A prescription label prepared by a pharmacist will be deemed sufficient to meet the requirements for a physician's order.

The district reserves the right to reject a request to administer or allow self administration of a medication when such medication is not necessary for the student to remain in school.

A premeasured dose of epinephrine may be administered by designated, trained district staff to any student or other individual on school premises who the personnel believe, in good faith, is experiencing a severe allergic reaction, regardless of whether the student or individual has a prescription for epinephrine.

A process shall be established by which, upon parent written request, a backup prescribed autoinjectable epinephrine is kept at a reasonable, secured location in the student's classroom as provided by state law.

Training shall be provided to designated staff as required by law in accordance with approved protocols as established by the Oregon Health Authority. Staff designated to receive training shall also receive

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<sup>1</sup>Added to Oregon Revised Statute 678.010 to -678.410: A registered nurse who is employed by a public or private school may accept an order from a physician licensed to practice medicine or osteopathy in another state or territory of the U.S. if the order is related to the care or treatment of a student who has been enrolled at the school for not more than 90 days (House Bill 3149 (2015)). (This is to allow time for new students to find an Oregon licensed physician.)

bloodborne pathogens training. ~~Current first-aid and CPR cards will also be required~~ are strongly encouraged for designated staff.

Prescription medication will be handled, stored, monitored, disposed of and records maintained in accordance with established district regulations governing administering noninjectable or injectable, or prescription or nonprescription medicines to students including procedures for the disposal of sharps and glass.

The superintendent will ensure student health management plans are developed as required by training protocols, maintained on file and pertinent health information is provided to district staff as appropriate.

Such plans will include provisions for administering medication and/or responding to emergency situations while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in before- or after-school care programs on school-owned property and in transit to or from school or school-sponsored activities.

This policy and administrative regulation shall not prohibit, in any way, the administration of recognized first aid to students by district employees in accordance with established state law, Board policy and procedures.

END OF POLICY

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**Legal Reference(s):**

[ORS 109.640](#)

[ORS 339.866 to -339.871](#)

[ORS 433.800 to -433.830](#)

[ORS 475.005 to -475.285](#)

[OAR 166-400-0010\(17\)](#)

[OAR 166-400-0060\(29\)](#)

[OAR 333-055-0000 to -0035](#)

[OAR 581-021-0037](#)

[OAR 581-022-0705](#)

[OAR 851-047-0030](#)

[OAR 851-047-0040](#)

# Oregon School Boards Association Selected Sample Policy

Code: **KGB**  
Adopted:

## Public Conduct on District Property (Version 1)

No person on district property **or grounds, including parking lots,** will:

1. Injure or threaten to injure another;
2. Damage the property of another or of the district;
3. Initiate or circulate a report, one knows to be false, concerning an alleged hazardous substance, impending fire, explosion, catastrophe or other emergency that will take place in or upon a school;
4. Violate parking regulations;
5. Drive a vehicle in an unsafe manner;
6. Impede, delay or otherwise interfere with the orderly conduct of the district's educational program or any other activity taking place on district property which has been authorized by the Board, superintendent, principal or other authorized administrator;
7. Enter any portion of district premises at any time for purposes other than those which are lawful and authorized by district officials;
8. Bring, possess, conceal or use a weapon as prohibited by Board policy JFCJ - Weapons in the Schools and state and federal law;
9. Possess, consume, sell, give or deliver unlawful drugs and/or alcoholic beverages. Possess, sell, give or deliver drug paraphernalia;
10. ~~Smoke or use~~ **Use, distribute or sell** tobacco products **or inhalant delivery systems**;
11. ~~Wear, possess, use, distribute, display or sell~~ any clothing, jewelry, emblem, badge, symbol, sign or other things which are evidence of membership or affiliation in any gang. Use speech or commit any act or omission in furtherance of the interests of any gang or gang activity. A "gang" is defined as a group that identifies itself through the use of a name, unique appearance or language including hand signs, claiming of geographical territory or the espousing of a distinctive belief system that frequently results in criminal activity;
12. Willfully violate Board policies, administrative regulations or school rules designed to maintain public order on district property.

Persons having no legitimate purpose or business on district property or violating or threatening to violate the above rules may be ~~issued a trespass citation~~ and/or ~~ejected from the premises~~ and/or referred to law enforcement officials.

END OF POLICY

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**Legal Reference(s):**

[ORS 161.015](#)  
[ORS 164.245](#)  
[ORS 164.255](#)  
[ORS 166.025](#)  
[ORS 166.155 to -166.165](#)

[ORS 166.210 to -166.370](#)  
[ORS 336.109](#)  
[ORS 339.883](#)  
[ORS 431.840](#)  
[ORS 433.835 to -433.990](#)

[ORS 806.060 to -806.080](#)  
[OAR 333-015-0025 to -0090](#)  
[OAR 581-021-0110](#)  
[OAR 584-020-0040\(4\)\(e\),\(g\)](#)

Gun-Free Schools Act, 20 U.S.C. 7151 (2006).  
Pro-Children Act of 1994, 20 U.S.C. §§ 6081-6084 (2006).  
Gun-Free School Zones Act of 1990, 18 U.S.C. §§ 921(a)(25)-(26), 922(q) (2006).

# Oregon School Boards Association Selected Sample Policy

Code: **KGB**  
Adopted: **Recommend version 1**

## Public Conduct on District Property (Version 2)

No person on district property or any district grounds, including parking lots, shall:

1. Haze, harass, intimidate, bully or menace another, or engage in behavior deemed by the district to endanger the safety of students, employees, self or others;
2. Use or engage in abusive verbal or physical conduct that interferes with the performance of students, event officials or sponsors of approved activities;
3. Damage the property of another or of the district;
4. Initiate or circulate a report, one knows to be false, concerning an alleged hazardous substance, impending fire, explosion, catastrophe or other emergency that will take place in or upon a school;
5. Construct or transport to district property for temporary or permanent purposes any structure not approved for construction on, or transportation to district property;
6. Uproot, pick, cut, mutilate or remove plant life or other natural resources of any kind. Roots, tubers, flowers and stems may not be collected. Soil or rock may not be dug up or removed;
7. Dump or spill any sewage, waste water or other fluids from any vehicle;
8. Use district waste containers or other district property for the deposit of waste or refuse generated from household, commercial, industrial, construction or other uses not related to approved use on district property;
9. Block, obstruct or interfere with vehicular or pedestrian traffic on any district road, parking area, walkway, pathway or common area. Occupying or impeding access to any district facility in a manner that interferes with the approved use of such facility by district employees, students or other authorized users is prohibited;
10. Fly, launch or otherwise operate motorized model airplanes/helicopters/rockets or other similar propulsion devices unless approved in advance by the district;
11. Distribute or post circulars, notices, leaflets, pamphlets or other written or printed material in violation of Board policy KJA - Materials Distribution;



12. Operate a concession, solicit, sell or offer for sale any goods, wares, merchandise, food, beverages or services without prior district approval. Public sales and solicitation on district property will be governed by Board policies KGA - Public Sales on District Property, KI - Public Solicitation in District Facilities and KJ - Advertising in District Facilities;
13. Operate a motor vehicle in an area other than on roads and in parking areas constructed or designated for motor vehicle use. Vehicles shall be driven in a safe manner, at posted speeds only and appropriately parked in areas designated by the district. Motorized vehicles such as minibikes, scooters, go-carts, all-terrain-vehicles, snowmobiles and other similar devices are prohibited on district grounds. Bicyclists must comply with motor vehicle and bike regulatory signs;
14. Use a skateboard, rollerblades, scooter or similar device [other than in designated areas during nonschool hours at the user's risk];
15. Bring an animal into a district building [without prior administrator approval and, where appropriate, only when proof of current rabies vaccination has been provided]. Dogs are [prohibited on district grounds] [permitted on district grounds only when confined to a vehicle or on a leash and when kept under the physical control of the individual at all times. The owner is responsible for the animal's behavior and containment and for the removal of the animal's wastes while on district property]. All other animals on district property are [prohibited] [permitted with prior district approval only]. Animals serving the disabled are permitted as provided by law;
16. Camp overnight, loiter or otherwise be present on district property after the conclusion of approved activities or as otherwise posted or authorized by the district. Individuals are prohibited from entering any portion of district premises at any other time for purposes other than those which are lawful and authorized by district officials;
17. Use or operate any noise-producing machine, vehicle, device or instrument in a manner that, in the judgment of district officials, is disturbing to, or interferes with, the orderly conduct of district programs or approved activities;
18. Impede, delay or otherwise interfere with the orderly conduct of the district's educational program or any other activity taking place on district property which has been authorized by the district;
19. Bring, possess[, conceal] or use a weapon as prohibited by Board policy JFCJ - Weapons in the Schools and state and federal law;
20. Possess, consume, sell, give or deliver unlawful drugs and/or alcoholic beverages. Possess, sell, give or deliver drug paraphernalia;
21. ~~Smoke or use,~~ **Use, distribute or sell** tobacco products **or inhalant delivery systems, in any form** (Pro-Children Act of 1994; ~~and~~ ORS 433.835 to -433.990; ~~and~~ OAR 581-021-0110—~~Tobacco Free Schools~~);
22. [Wear, possess, use, distribute, display or sell any clothing, jewelry, emblem, badge, symbol, sign or other items which are evidence of membership or affiliation in any gang. Use speech or commit any act or omission in furtherance of the interests of any gang or gang activity. A "gang" is defined as a

group that identifies itself through the use of a name, unique appearance or language including hand signs, claiming of geographical territory or the espousing of a distinctive belief system that frequently results in criminal activity;]

- 23. Violate posted regulatory signs;
- 24. Willfully violate other district policies, administrative regulations or school rules designed to maintain public order on school property.

Persons having no legitimate purpose or business on district property or violating or threatening to violate the above rules may be [issued a trespass citation,] [ejected from the premises,] excluded from district-approved activities temporarily or permanently and/or referred to law enforcement officials.

The superintendent will ensure that appropriate notice of these rules is provided.

END OF POLICY

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**Legal Reference(s):**

<a href="#">ORS 161.015</a>	<a href="#">ORS 166.210 to -166.370</a>	<a href="#">ORS 806.060 to -806.080</a>
<a href="#">ORS 164.245</a>	<a href="#">ORS 336.109</a>	
<a href="#">ORS 164.255</a>	<a href="#">ORS 339.883</a>	<a href="#">OAR 333-015-0025 to -0090</a>
<a href="#">ORS 166.025</a>	<a href="#">ORS 431.840</a>	<a href="#">OAR 581-021-0110</a>
<a href="#">ORS 166.155 to -166.165</a>	<a href="#">ORS 433.835 to -433.990</a>	<a href="#">OAR 584-020-0040(4)(e),(g)</a>

Gun-Free Schools Act, 20 U.S.C. 7151 (2006).  
Pro-Children Act of 1994, 20 U.S.C. §§ 6081-6084 (2006).  
Gun-Free School Zones Act of 1990, 18 U.S.C. §§ 921(a)(25)-(26), 922(q) (2006).

# Oregon School Boards Association Selected Sample Policy

Code: **KGC/GBK/JFCG**  
Adopted:

## **Tobacco-Free Environment**

### **Prohibited Use, Possession, Distribution or Sale of Tobacco Products and Inhalant Delivery Systems** (Version 1)

It is the school district's obligation to protect the health, welfare and safety of students. In light of scientific evidence that the use of tobacco is hazardous to health, and to be consistent with district curriculum and Oregon law and district curriculum, student possession, use, distribution or sale of tobacco products or inhalant delivery systems in any form on district premises, at school-sponsored activities, on or off district premises, on all district grounds, including parking lots, in district-owned, rented or leased vehicles or otherwise, or while the student is under the jurisdiction of the school district, is prohibited.

The use, distribution or sale of tobacco products or inhalant delivery systems by staff and all others is prohibited on district premises, in any building or facility, on district grounds, including parking lots, in any vehicle owned, leased, rented or chartered by the district, school or public charter school and at all school-sponsored activities.

For the purpose of this policy, "tobacco products" is defined to include, but not limited to, any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette, and any other smoking product, spit tobacco, also known as smokeless, dip, chew, or snuff; in any form, nicotine or nicotine delivering devices, chemicals or devices that produce the physical effect of nicotine substances or any other tobacco substitute (e.g., e-cigarettes). This does not include USFDA-approved nicotine replacement tobacco products or other therapy products used for the purpose of cessation.

For the purpose of this policy, "inhalant delivery system" means a device that can be used to deliver nicotine or cannabinoids in the form of a vapor or aerosol to a person inhaling from the device; or a component of a device or a substance in any form sold for the purpose of being vaporized or aerosolized by a device, whether the component or substance is sold or not sold separately. This does not include USFDA-approved tobacco products or other therapy products marked and sold solely for the approved purpose.

Tobacco use, distribution or sale by staff and all others is also prohibited on district premises in any building, facility or vehicle owned, leased, rented or chartered by the district, school or public charter school and at all school sponsored activities.

Violation of this policy will lead to appropriate disciplinary action up to and including expulsion for students. When considering disciplinary action for a child student with disabilities, the district must follow the requirements of Board policy JGDA/JGEA - Discipline of Students with Disabilities, including those involving functional behavioral assessment, change of placement, manifestation determination and an interim alternative educational setting. Community or school service may be required. A referral to law enforcement may be made. Parents will be notified of all violations involving their student and subsequent action taken by the school. Information about cessation support and/or tobacco education programs and

how students can access these programs will be provided. At the discretion of the principal, attendance and completion of such programs, or successful completion of a behavior modification plan, may be allowed as a substitute for, or as part of student discipline.

†Violation of this policy by nonstudents may result in the individuals removal from district property. The district reserves the right to restrict access to district property by individuals who are repeat offenders.†

This policy shall be enforced at all times. The superintendent will develop administrative regulations as needed to implement this policy.

END OF POLICY

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**Legal Reference(s):**

[ORS 167.400](#)  
[ORS 332.107](#)  
[ORS 336.222](#)  
[ORS 336.227](#)  
[ORS 339.240](#)  
[ORS 339.250](#)

[ORS 339.883](#)  
[ORS 431.840](#)  
[ORS 433.835 to- 433.990](#)  
  
[OAR 581-021-0050 to -0075](#)  
[OAR 581-021-0110](#)

[OAR 581-022-0413](#)  
[OAR 581-053-0230\(9\)\(s\)](#)  
[OAR 581-053-0330\(1\)\(m\)](#)  
[OAR 581-053-0430\(12\)](#)  
[OAR 581-053-0531\(11\)](#)  
[OAR 581-053-0630](#)

Pro-Children Act of 1994, 20 U.S.C. §§ 6081-6084 (2006).

# Oregon School Boards Association Selected Sample Policy

Code: **KGC/GBK/JFCG**  
Adopted: **Recommend version 1**

## ~~Tobacco-Free Environment~~

### ~~Prohibited Use, Possession, Distribution or Sale of Tobacco Products and Inhalant Delivery Systems (Version 2)~~

The Board recognizes its responsibility to promote the health, welfare and safety of students, staff and others on district property and at school-sponsored activities. ~~In light of scientific evidence that use of tobacco is hazardous to health, and to be consistent with district curriculum and Oregon law, it is the intent of the Board to establish a tobacco-free environment.~~ The Board wishes to establish a school and working environment that is free of smoke, aerosols and vapors containing inhalants. ~~Consequently,~~ student possession, use, distribution or sale of tobacco products or inhalant delivery systems, including any smoking or use of an inhalant delivery device, on district premises, at school-sponsored activities on or off district premises, in district-owned, rented or leased vehicles, on all district grounds, including parking lots or otherwise, while the student is under the jurisdiction of the school district, is prohibited.

~~Tobacco~~ Use, distribution or sale of tobacco products or inhalant delivery systems by staff on district property, including parking lots, at district-sponsored events, in district-owned, rented or leased vehicles or otherwise while on duty on or off district premises is prohibited. ~~Tobacco~~ Use, distribution or sale of tobacco products or inhalant delivery systems by others on district property, in district vehicles or at district-sponsored events, on or off district premises, on all district grounds, including parking lots, is also prohibited. Staff and/or all others authorized to use any private vehicles to transport district students to school-sponsored activities are prohibited from using tobacco products or inhalant delivery systems in those vehicles while students are under their care.

For the purpose of this policy, “tobacco products” is defined to include, but not limited to, any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette, and any other smoking product, spit tobacco, also known as smokeless, dip, chew, or snuff, in any form, ~~nicotine or nicotine delivering devices, chemicals or devices that produce the physical effect of nicotine substances or any other tobacco substitute (e.g., e-cigarettes).~~

For the purpose of this policy “inhalant delivery system” means a device that can be used to deliver nicotine or cannabinoids in the form of a vapor or aerosol to a person inhaling from the device or a component of a device; or a substance in any form sold for the purpose of being vaporized or aerosolized by a device whether the component or substance is sold or not sold separately. This does not include USFDA-approved nicotine replacement tobacco products or other therapy products used ~~marked and sold solely for the approved purpose of cessation.~~

Clothing, bags, hats and other personal items used by staff and students to display, promote or advertise tobacco or inhalant delivery system products are prohibited on all district grounds, including parking lots, at school-sponsored activities or in district vehicles. ~~Tobacco~~ Advertising is prohibited in all school-sponsored publications, in all school buildings, on district grounds, including parking lots, and at all school-sponsored events. District acceptance of gifts or funds from the tobacco products and inhalant

~~delivery system industries is similarly prohibited. [The district will not contract with other public or private alternative schools that allow student use of tobacco use products or inhalant delivery systems on campus.]~~

~~Student violations of this policy will lead to disciplinary action up to and including expulsion. Students may also be subject to removal from any or all extracurricular activities and/or denial or forfeiture of school honors or privileges (e.g., valedictorian, salutatorian, student body, class or club office positions, field trips, senior trip, prom, etc.). School and/or community service may be required. A referral to law enforcement [may] [shall] be made. Parents shall be notified of all violations involving their student and action taken by the school.~~

~~Staff violations of this policy will lead to disciplinary action up to and including dismissal.—When considering disciplinary action for a child with disabilities, the district must follow the requirements of Board policy JGDA/JGEA - Discipline of Students with Disabilities, including those involving functional behavioral assessment, change of placement, manifestation determination, and an interim alternative educational setting.~~

~~Staff violations of this policy will lead to disciplinary action up to and including dismissal.~~

~~Violations by others will result in appropriate sanctions as determined and imposed by the superintendent or the Board.~~

~~Information about community resources and/or cessation programs to help staff and students overcome tobacco use will be provided.~~

~~The district will promote cessation resources and other positive alternatives to discipline. Tobacco use cessation programs may be established at district schools. Attendance or completion of tobacco use cessation programs by students may be allowed as a substitute to, or as a part of student discipline for possession, use, distribution or sale of tobacco products or inhalant delivery systems at the discretion of the principal. Attendance at cessation programs not offered by the district is voluntary and related costs are the individual responsibility of the staff member, student and his/her parent and private health care system.~~

~~As part of the district's tobacco use prevention activities, the superintendent shall ensure that tobacco use instructional programs as recommended by the Oregon Department of Human Services, Health Services, Tobacco Prevention and Education Program and the Oregon Department of Education, are an integral part of its drug and alcohol prevention curriculum. Programs must be integrated within the health education program and age- and developmentally-appropriate instruction provided at every level, pre-kindergarten through grade 12, with particular emphasis on grades 6 through 8. It is the expectation of the Board that tobacco use prevention concepts will be integrated into the instruction of other subject areas as practicable.~~

~~Staff responsible for teaching tobacco use prevention will be encouraged to collaborate with agencies and groups that conduct tobacco use prevention education and to participate in ongoing professional development activities that provide basic knowledge about the effects of use of tobacco use products, effective instructional techniques and program-specific activities.~~

The superintendent shall consult with local officials to promote enforcement of law that prohibits the use or possession of tobacco products or inhalant delivery systems by minors on or off district grounds. This policy shall be enforced at all times. The superintendent will develop administrative regulations as necessary to implement this policy, including provisions for notification of the district's policy, through such means as student/parent and staff handbooks, newsletters, inclusion on school event programs, signs at appropriate locations; disciplinary consequences; and procedures for filing and handling complaints about violations of the district's policy.

The superintendent shall ensure that the district's tobacco-use prevention program, policies, curricula, training and cessation programs are evaluated at regular intervals. The input of students, staff, parents and others from the community will be encouraged.

END OF POLICY

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**Legal Reference(s):**

[ORS 167.400](#)  
[ORS 332.107](#)  
[ORS 336.222](#)  
[ORS 336.227](#)  
[ORS 339.240](#)  
[ORS 339.250](#)  
[ORS 339.883](#)

[ORS 431.840](#)  
[ORS 433.835 to -433.990](#)  
[OAR 581-021-0050 to -0075](#)  
[OAR 581-021-0110](#)  
[OAR 581-022-0413](#)  
[OAR 581-053-0015](#)

[OAR 581-053-0230\(9\)\(s\)](#)  
[OAR 581-053-0330\(1\)\(m\)](#)  
[OAR 581-053-0430\(12\)](#)  
[OAR 581-053-0531\(11\)](#)  
[OAR 581-053-0630](#)

Pro-Children Act of 1994, 20 U.S.C. §§ 6081-6084 (2006).

# Oregon School Boards Association Selected Sample Policy

Code: **KL**  
Adopted:

## Public Complaints\* (Version 1)

~~Complaints are handled and resolved as close to their origin as possible.~~

Although no community member will be denied the right to petition the Board for redress of a grievance, complaints will be referred through the proper administrative channels for ~~solution~~ resolution before investigation or action by the Board. Exceptions are complaints that concern superintendent or Board actions or Board operations.

The Board advises the public that the proper channeling of complaints ~~involving~~ including but not limited to, instruction, discipline or learning materials, ~~is as follows:~~ should be handled in the following order unless otherwise identified (See administrative regulation KL-AR - Public Complaint Procedure for specific procedures and timelines):

1. Teacher/~~Employee~~;
2. Principal;
3. Superintendent;
4. Board.

Any complaint about school personnel other than the superintendent will be investigated by the administration before consideration and action by the Board. ~~The Board will not hear complaints against employees in open session unless an employee requests an open session.~~

Complaints against the principal may be filed with the superintendent. Complaints against the superintendent should be referred to the Board chair. ~~†The Board may refer the investigation to a third party.†~~

Complaints against the Board as a whole or against an individual Board member should be made to the Board chair and may be referred to district counsel. Complaints against the Board chair may be made directly to the ~~†district counsel†~~ and/or ~~†Board vice chair†~~.

~~The Board will not hear charges against employees in open session unless an employee requests an open session.~~



If a complaint alleges a violation of state standards and is not resolved at the local level, then the district will supply the complainant with appropriate information in order to file a direct appeal to the State Superintendent of Public Instruction as outlined in Oregon Administrative Rules (OAR) 581-022-1940.

END OF POLICY

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**Legal Reference(s):**

[ORS 192.610 to -192.690](#)  
[ORS 332.107](#)

[OAR 581-022-1940](#)  
[OAR 581-022-1941](#)

Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).  
Connick v. Myers, 461 U.S. 138 (1983).

# Oregon School Boards Association Selected Sample Policy

Code: **KL**  
Adopted: **Recommend version 1**

## Public Complaints\* (Version 2)

[The district will develop and implement effective means of resolving concerns voiced by employees, students and the public in order to reduce potential areas of complaints, and to establish and maintain recognized channels of communication.]

An individual properly presenting a concern or complaint shall be assured the opportunity for an orderly review of the concern or complaint without reprisal. The district supports the resolution of a complaint at the lowest level possible.

[The Board advises the public that the proper channeling of complaints is as follows:

1. Teacher/Employee;
2. Principal;
3. Superintendent;
4. Board.]

Complaints in these areas must be filed under the following. If your complaint addresses one or more of the issues identified below, you may use the complaint process available in any of the following policies and administrative regulations (AR):

1. Discrimination or harassment on any basis protected by law: Board policy AC, AC-AR;
2. Sexual Harassment (staff): Board policy GBN, GBN-AR;
3. Sexual harassment (student): Board policy JBA, JBA-AR;
4. Hazing, harassment, intimidation, bullying, menacing or cyberbullying (staff): Board policy GBNA, GBNA-AR;
5. [Hazing,] [H] [h]arassment, intimidation, bullying, [menacing,] cyberbullying or teen dating violence (student): Board policy JFCF, JFCF-AR;
6. Sexual conduct with a student: Board policy JHFF, JHFF-AR;
7. Instructional resources or instructional materials: Board policy IIA, IIA-AR;
8. Compliance with state standards: Board policy LGA, LGA-AR;
9. Complaints regarding the Talented and Gifted Program (TAG): Board policy IGBBC, IGBBC-AR.

Any complaint about school personnel other than the superintendent will be investigated by the administration before consideration and action by the Board. The Board will not hear complaints against employees in open session unless an employee requests an open session.

Complaints against the principal may be filed with the superintendent. Complaints against the superintendent should be referred to the Board chair. [The Board may refer the investigation to a third party.]

Complaints against the Board as a whole or against an individual Board member should be made to the Board chair and may be referred to district counsel. Complaints against the Board chair may be made directly to the [district counsel] [Board vice chair].

The superintendent will develop and administer the general complaint process.

If a complaint alleges a violation of state standards and is not resolved at the local level, then the district will supply the complainant with appropriate information in order to file a direct appeal to the State Superintendent of Public Instruction as outlined in Oregon Administrative Rules (OAR) 581-022-1940.

END OF POLICY

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**Legal Reference(s):**

[ORS 192.610 to -192.690](#)  
[ORS 332.107](#)

[OAR 581-022-1940](#)  
[OAR 581-022-1941](#)

Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).  
Connick v. Myers, 461 U.S. 138 (1983).

# Oregon School Boards Association Selected Sample Policy

Code: **KL**  
Adopted: **Recommend version 1**

## Public Complaints\* (Version 3)

Members of the public and students are encouraged to make their concerns known to the district and to afford<sup>1</sup> the district an opportunity to review those concerns and respond to them. Complaints about instructional materials, staff members or alleged violation of state standards should be dealt with first at the local school. Persons having complaints should approach the principal and, if possible, resolve the problems at this level.

Complaints about Board policy or administrative regulations should be referred directly to the superintendent.

Complaints against the principal may be filed with the superintendent. Complaints against the superintendent should be referred to the Board chair. [The Board may refer the investigation to a third party.]

Complaints against the Board as a whole or individual Board members should be made to the Board chair and may be referred to district counsel. Complaints against the Board chair may be made directly to the [district counsel] [Board vice chair].

When a complaint is made directly to the Board or to an individual Board member, it will generally be referred to the superintendent for study and possible solution evaluation and possible investigation. A Board member shall not attempt to consider such complaints in any official capacity acting as an individual Board member.

If the person(s) having a complaint fails to resolve the concern with the principal or the superintendent, the person may request that the matter be referred to the Board. If the Board deems it advisable, it may provide for a hearing of the complaint at an official meeting of the Board.

The superintendent shall develop administrative regulations designed to encourage the timely<sup>1</sup> resolution of public complaints while providing a system of review which will allow both the complainant and other affected parties an opportunity to be heard.

If a complaint alleges a violation of state standards and is not resolved at the local level, then the district will supply the complainant with appropriate information in order to file a direct appeal to the State Superintendent of Public Instruction as outlined in Oregon Administrative Rules (OAR) 581-022-1940.

END OF POLICY

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<sup>1</sup>The complaint process will not be longer than 90 days from the filing date of the original complaint with the principal.

**Legal Reference(s):**

[ORS 192.610 to -192.690](#)  
[ORS 332.107](#)

[OAR 581-022-1940](#)  
[OAR 581-022-1941](#)

Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).  
Connick v. Myers, 461 U.S. 138 (1983).

# Oregon School Boards Association Selected Sample Policy

Code: **KL**  
Adopted: **Recommend Version 1**

## Public Complaints\* (Version 4)

Any person or group having a legitimate interest in the district shall have the right to present a request, suggestion or complaint concerning district personnel, the program or the operations of the district. At the same time, the Board has a duty to protect its staff from unnecessary harassment. It is the intent of this policy to provide the means for assessing each public complaint and to seek a remedy where appropriate.

In certain circumstances, the Board may recommend direct discussions of an informal type among the interested parties. It is only when such informal meetings fail to resolve the differences that more formal procedures shall be employed.

Requests, suggestions or complaints reaching the Board, Board members and the administration shall generally be referred to the superintendent for consideration according to procedures set forth in the administrative regulations of the district. Telephone calls regarding district personnel complaints will generally be referred to the superintendent.

No complaint concerning any employee, officer or Board member will be heard or reviewed by the Board unless the complaint is stated in writing and presented in accordance with district procedures, collective bargaining agreement provisions and the requirements of state law.

END OF POLICY

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### Legal Reference(s):

[ORS 192.610 to -192.690](#)  
[ORS 332.107](#)

[OAR 581-022-1940](#)  
[OAR 581-022-1941](#)

Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).  
Connick v. Myers, 461 U.S. 138 (1983).

# Oregon School Boards Association Selected Sample Policy

Code: **KL**  
Adopted: **Recommend version 1**

## Public Complaints\* (Version 5 4)

(This version of sample policy KL **does not** need an accompanying administrative regulation, it is a stand-alone policy.  
If this policy is chosen by the Board, delete any existing KL-AR.)

Board members recognize that complaints about schools will be voiced by employees, students and patrons from time-to-time. When such complaints are made to a Board member, ~~he/she~~ the Board member shall refer the person making the complaint to the ~~appropriate administrator~~ superintendent or designee. A Board member shall not attempt to ~~consider~~ respond, review, handle or resolve such complaints ~~in any official capacity acting as an individual Board member~~ as the individual board member has no authority to do so.

If the person making the complaint ~~does~~ discusses the matter with the appropriate administrator, that administrator shall attempt to resolve the complaint or identify the reasons for not resolving the issue. In the event a complaint is not resolved within [10] working days at the building level, the complainant may file a ~~formal~~, written complaint with the superintendent. The superintendent will attempt to resolve the complaint. If the complaint remains unresolved within [10] working days of receipt by the superintendent ~~of the written complaint~~, the complainant may request to place the complaint on the Board agenda at the next regularly scheduled ~~or special~~ Board meeting. Any written complaint bearing the signature of a district patron, which is presented to the Board, may be considered by the entire Board. A final ~~determination~~ decision shall be made by the Board within [20] working days from receipt of the complaint ~~by the Board~~. The written decision of the Board will include the legal basis for the decision, findings of facts and conclusions of law.

Complaints against the principal may be filed with the superintendent. Complaints against the superintendent should be referred to the Board chair. [The Board may refer the investigation to a third party.]

Complaints against the Board as a whole or individual Board members should be made to the Board chair and may be referred to district counsel. Complaints against the Board chair may be made directly to the [district counsel] [Board vice chair].

Complaints alleging violation of ~~state~~ standards for public elementary and secondary schools shall be made in writing and presented to the superintendent. ~~In the event that a~~ If a complaint alleging a violation of state standards ~~and~~ is not resolved at the Board level, then the district will supply the complainant with appropriate information in order to file a direct appeal to the State Superintendent of Public Instruction as outlined in Oregon Administrative Rules (OAR 581-022-1940).

END OF POLICY

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**Legal Reference(s):**

[ORS 192.610 to -192.690](#)  
[ORS 332.107](#)

[OAR 581-022-1940](#)  
[OAR 581-022-1941](#)

Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).  
Connick v. Myers, 461 U.S. 138 (1983).



# Oregon School Boards Association Selected Sample Policy

Code: **KL-AR**  
Revised/Reviewed: **Recommend version 3**

## **Public Complaint Procedure** (Version 1)

The following procedure will be used for all complaints:

1. A student or parent with a complaint shall generally first present it orally and informally to his/her teacher or the appropriate school employee;
2. If the complaint is not resolved, the complainant may formally present the complaint in writing (including all supporting statements and evidence) within 10 working days of the informal conference to the principal. The principal shall evaluate the evidence and render a decision within five working days after receiving the complaint;
3. If the complainant deems it desirable to carry the complaint beyond the decision reached by the principal, he/she may, within five working days, file the complaint with the superintendent or his/her designee. The superintendent or his/her designee shall evaluate the evidence and render a decision within five working days after receiving the appeal;
4. If the complainant deems it desirable to carry the complaint beyond the decision reached by the superintendent or his/her designee, he/she may within five working days request a review by the Board at its next regularly scheduled meeting. A final determination shall be made within 20 working days from receipt of the appeal by the Board;
5. Persons may, after exhausting local complaint procedures, appeal in writing to the State Superintendent of Public Instruction.

### **Time**

The number of days given at each level shall be regarded as a maximum and every effort will be made to expedite the process. The time limits stated may be extended by mutual agreement of the complainant and the administration.

### **Withdrawal**

A complaint may be withdrawn by the complainant at any level without prejudice, reprisal or record.

### **Meetings and Decisions**

At each of the levels the complainant shall be given the opportunity to be present and to be heard. All decisions at each level shall be in writing and include supporting rationale with the exception of the initial informal contact. Copies of all decisions and recommendations shall be furnished promptly to all parties of interest.

**Suggestion, Complaint or Commendation Regarding an Employee, Program or Practice**

The district is interested in suggestions, complaints and commendations involving employees or programs. When such is registered, we are interested in investigating the incident to see if there has been a misunderstanding or if some corrective action should be taken to improve the district. Commendations are of value to the district because they improve morale and encourage district employees to take pride in their work and do more than is ordinarily expected of them.

As both complaints and commendations are of value to the district, we welcome comments and request you fill in the information requested below.

\_\_\_\_\_  
Name of Employee/Program

\_\_\_\_\_  
Date of Suggestion, Complaint or Commendation

Nature of Suggestion, Complaint or Commendation: \_\_\_\_\_

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

Source of your information: \_\_\_\_\_

\_\_\_\_\_

Justification of your feelings: \_\_\_\_\_

\_\_\_\_\_

Remedy sought: \_\_\_\_\_

\_\_\_\_\_

I have read the above but do not necessarily agree.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Immediate Supervisor: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_

8/06/97 | MW

# Oregon School Boards Association Selected Sample Policy

Code: **KL-AR**  
Revised/Reviewed: **Recommend version 3**

## **Public Complaint Procedure** (Version 2)

The following procedure will be used for all **other** complaints:

1. A student or parent with a complaint shall generally first present it orally and informally to his/her teacher or the appropriate school employee;
2. If the complaint is not resolved, the complainant may formally present the complaint in writing (including all supporting statements and evidence) within [10] working days of the informal conference to the principal. The principal shall evaluate the evidence and render a decision within [five] working days after receiving the complaint;
3. If the complainant deems it desirable to carry the complaint beyond the decision reached by the principal, he/she may, within [five] working days, file the complaint with the superintendent or his/her designee. The superintendent or his/her designee shall evaluate the evidence and render a decision within [five] working days after receiving the appeal;
4. If the complainant deems it desirable to carry the complaint beyond the decision reached by the superintendent or his/her designee, he/she may within [five] working days request a review by the Board at its next regularly scheduled meeting. A final determination shall be made within [20] working days from receipt of the appeal by the Board;
5. Persons may, after exhausting local complaint procedures, appeal in writing to the Superintendent of Public Instruction.

### **Time**

The number of days given at each level shall be regarded as a maximum and every effort will be made to expedite the process. The time limits stated may be extended by mutual agreement of the complainant and the administration.

### **Withdrawal**

A complaint may be withdrawn by the complainant at any level without prejudice, reprisal or record.

### **Meetings and Decisions**

At each of the levels the complainant shall be given the opportunity to be present and to be heard. All decisions at each level shall be in writing and include supporting rationale with the exception of the initial informal contact. Copies of all decisions and recommendations shall be furnished promptly to all parties of interest.



# Oregon School Boards Association Selected Sample Policy

Code: **KL-AR**  
Revised/Reviewed:

## Public Complaint Procedure (Version 3)

### Initiating a Complaint: Step One

Any member of the public who wishes to express a complaint should discuss the matter with the school employee involved. ~~It is the intent of the district to solve problems and address all complaints as close as possible to their origin.~~

### The Administrator: Step Two

If the complainant is unable to resolve a problem or concern at step one, within [five] working days of the meeting with the employee, the complainant may file a written, signed complaint with the principal. The principal shall evaluate the evidence and render a decision within [five] working days after receiving the complaint.

### The Superintendent: Step Three

If such a discussion with the principal does not resolve the complaint, within [10] working days of the meeting with the principal, the complainant, if he/she wishes to pursue the action, shall file a signed, written complaint with the superintendent clearly stating the nature of the complaint and a suggested remedy. (A form is available, but is not required.)

The superintendent shall investigate the complaint, confer with the complainant and the parties involved and prepare a written report of his/her findings and his/her conclusion and provide the written report to the complainant within [10] working days after receiving the written complaint.

### The Board: Step Four

If the complainant is dissatisfied with the superintendent's findings and conclusion, the complainant may appeal the decision to the Board within [five] working days of receiving the superintendent's decision. The Board may hold a hearing to review the findings and conclusion of the superintendent, to hear the complainant and ~~to take~~ hear and evaluate such other evidence as it deems appropriate. Generally all parties involved, including the school administration, will be asked to attend such meeting for the purposes of presenting additional facts, making further explanations and clarifying the issues.

The Board may elect to hold the hearing in executive session if the subject matter qualifies under Oregon Revised Statutes.

The complainant shall be informed of the Board's decision within [20] working days from the hearing of the appeal by the Board. ~~The Board's decision will be final.~~

~~The complaint procedure set out above will not be longer than 90 days from the filing date of the original complaint with the principal.~~

Complaints against the principal may be filed with the superintendent. Complaints against the superintendent should be referred to the Board chair. [The Board may refer the investigation to a third party.]

Complaints against the Board as a whole or against an individual Board member should be made to the Board chair and may be referred to district counsel. Complaints against the Board chair may be made directly to the [district counsel] [Board vice chair].

If a complaint alleges a violation of state standards and is not resolved at the Board level, then the district will supply the complainant with appropriate information in order to file a direct appeal to the State Superintendent of Public Instruction as outlined in Oregon Administrative Rule (OAR) 581-022-1940.

[ ] District  
COMPLAINT FORM

TO: \_\_\_\_\_ Name of School \_\_\_\_\_

Person Making Complaint \_\_\_\_\_

Telephone Number \_\_\_\_\_ Date \_\_\_\_\_

Nature of Complaint \_\_\_\_\_

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

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

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Office Use: Disposition of Complaint: _____
Signature: _____ Date: _____

cc: District Office

Oregon School Boards Association  
Selected Sample Policy

Code: **KL-AR**  
Revised/Reviewed:

**Public Complaints – Athletic Complaint Procedure**

Complainant's Name \_\_\_\_\_ Date \_\_\_\_\_

Sport \_\_\_\_\_

1. Describe your complaint.
2. Describe the problem that led to the complaint.
3. What steps have been taken to resolve the problem?
4. What adjustment is sought?

\_\_\_\_\_  
Signature of person initiating the complaint

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of athletic director or coach

\_\_\_\_\_  
Date

Submitted to the principal for review on \_\_\_\_\_ (Date)

**Principal's Recommendation:** \_\_\_\_\_

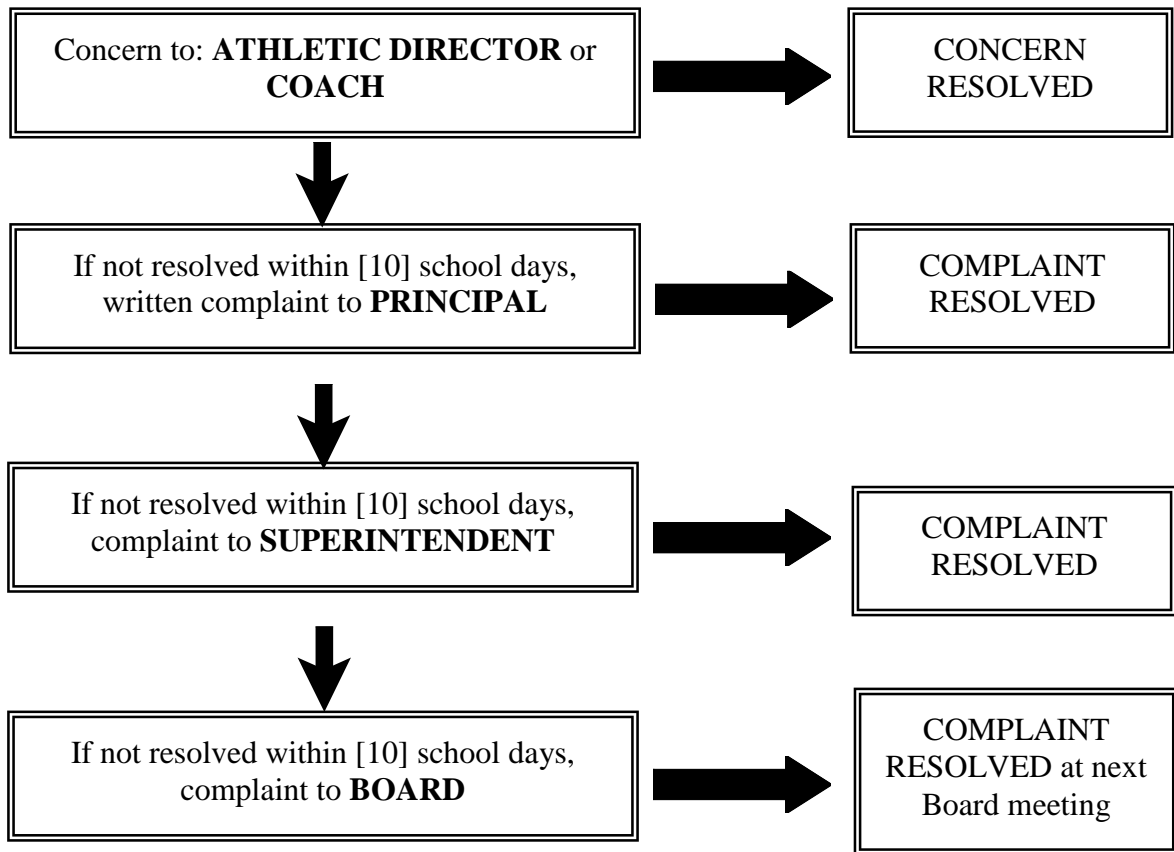
\_\_\_\_\_  
Signature of principal

\_\_\_\_\_  
Date

Submitted to superintendent if not resolved at site \_\_\_\_\_ (Date)



## ATHLETIC COMPLAINT PROCEDURE FLOW CHART



The flow chart above provides procedure for handling a patron athletic concern in an orderly, timely and effective manner. As indicated, any patron who has a concern or complaint should: (1) take the concern directly to either the coach or the athletic director where the concern may be resolved; (2) if the concern is not resolved with either the coach or the athletic director, the athletic director will assist the patron in completing the formal complaint. From this point on, the procedure is outlined in Board policy KL - Public Complaints.

Oregon School Boards Association  
Selected Sample Policy

Code: **KL-AR**  
Revised/Reviewed:

**Review of Administrative Decision**

This form is to be used to request a review by the Board of an administrative decision or an interpretation of a procedure, policy or administrative regulation.

Submitted by: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

State the decision, procedure, administrative regulation or policy questioned: \_\_\_\_\_

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

Describe in detail (use other pages as necessary) the nature of or reasons for concern:

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

Requested changes or suggested resolutions of the problem:

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

NOTE: You are invited to appear to personally address the Board or you may choose to submit only your written statement. You will be advised in writing of the Board's decision within [20] working days after the Board has heard the complaint.

I wish to appear before the Board:  Yes  No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Oregon School Boards Association Selected Sample Policy

Code: **LBE-AR**  
Revised/Reviewed:

## Public Charter Schools

### 1. Definitions

- a. “Applicant” means any person or group that develops and submits a written proposal for a public charter school to the district.
- b. “Public charter school” means an elementary or secondary school offering a comprehensive instructional program operating under a written agreement entered into between the district and an applicant.
- c. “Virtual Public Charter School” means a public charter school that provides online courses, but does not primarily serve students in a physical location.
  - (1) For the purpose of this definition, an “online course” is a course in which instruction and content are delivered on a computer using the internet, other electronic network or other technology such as CDs or DVDs; the student and teacher are in different physical locations for the majority of instructional time; the student is not required to be in a physical location of a school while participating in the course; and the online instruction is integral to the academic program of the charter school.
  - (2) For the purpose of this definition, “primarily serving students in a physical location” means that more than 50 percent of the core courses offered are not online courses; more than 50 percent of the total number of students attending the school are not receiving instructional services in an online course; and more than 50 percent of the school’s required instructional hours are not through an online course.
- d. “Remote and necessary school district” means a school district that offers kindergarten through grade 12 and has: (a) an average daily membership (ADM), as defined in ORS 327.006, in the prior fiscal year of less than 110; and (b) a school that is located, by the nearest traveled road, more than 20 miles from the nearest school or from a city with a population of more than 5,000.
- e. “Sponsor” means the district Board.

### 2. Proposal Process

- a. The public charter school applicant shall submit the proposal to the district no later than ~~180 days prior to the proposed starting date~~ [by the date determined by the district] ~~insert district’s identified date~~<sup>1</sup>.

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<sup>1</sup>The date shall be at least 180 days prior to the date that the public charter school would begin operating and give a reasonable period of time for the school district board to complete the approval process and the public charter school to begin operating by the beginning of the school year.

- b. To be considered complete, the proposal for a public charter school shall include the following:
- (1) The identification of the applicant;
  - (2) The name of the proposed public charter school;
  - (3) A description of the philosophy and mission of the public charter school ~~and how it differs from the district's current program and philosophy~~;
  - (4) A description of any distinctive learning or teaching techniques to be used;
  - (5) A description of the curriculum of the public charter school;
  - (6) A description of the expected results of the curriculum and the verified methods of measuring and reporting results that will allow comparisons with district schools;
  - (7) The governance structure ~~public charter school board membership, selection, duties and responsibilities~~;
  - (8) The projected enrollment including the ages or grades to be served;
  - (9) The target population of students the public charter school is designed to serve;
  - (10) The legal address, facilities and physical location of the public charter school ~~and applicable occupancy permits and health and safety approvals~~;
  - (11) A description of admission policies and application procedures;
  - (12) The statutes and rules that shall apply to the public charter school;
  - (13) The proposed budget and financial plan including evidence that the proposed budget and financial plan are financially sound;
  - (14) A financial management system that includes:
    - (a) A description of a financial management system for the public charter school. The financial management system must include a budget and accounting system that:
      - (i) Is compatible with the budget and accounting system of the sponsor of the school; and
      - (ii) Complies with the requirements of the uniform budget and accounting system adopted by the State Board of Education under OAR 581-023-0035.
    - (b) A plan for having the financial management system in place at the time the school begins operating.
  - (15) The standards for behavior and the procedures for the discipline, suspension or expulsion of students;
  - (16) The proposed school calendar, including the length of the school day and length of the school year;
  - (17) A description of the proposed school staff and required qualifications of teachers ~~including a breakdown of professional staff who hold a valid teaching license issued by the Teacher Standards and Practices Commission (TSPC) and those who do not hold a license but are registered with the TSPC~~ (At least one-half of the full-time equivalent teaching and administrative staff of the public charter school shall be licensed.);
  - (18) The date upon which the public charter school would begin operating;
  - (19) The arrangements for any necessary special education and related services for students with disabilities who qualify under the Individuals with Disabilities Education Act (IDEA) and special education or regular education and related services for students who qualify under Section 504 of the Rehabilitation Act of 1973 who may attend the public charter school;

- (20) Information on the manner in which community groups may be involved in the planning and development process of the public charter school;
- (21) The term of the charter;
- (22) The plan for performance bonding or insuring the public charter school, including buildings and liabilities;
- (23) A proposed plan for the placement of public charter school teachers, other employees and students upon termination or nonrenewal of a charter;
- (24) The manner in which the public charter school program review and fiscal audit will be conducted;
- (25) In the case of a district school's conversion to charter status, the following additional criteria must be addressed:
  - (a) The alternate arrangements for students who choose not to attend the public charter school and for teachers and other school employees who choose not to participate in the public charter school;
  - (b) The relationship that will exist between the public charter school and its employees including terms and conditions of employment.
- (26) The district will not complete the review required under ORS 338.055 of an application that does not contain the required components listed in ORS 338.045 (2)(a) -(y). A good faith determination of incompleteness is not a denial for purposes of requesting state board review under ORS 338.075;
- (27) In addition to the minimum requirements enumerated in ORS 338.045 (2)(a) -(y), the district, under ORS 338.045 (3), may require the applicant to submit any of the following information as necessary to add detail or clarity to the minimum requirements or that the Board considers relevant to the formation or operation of the public charter school:
  - (a) Curriculum, Instruction and Assessment
    - (i) Description of a curriculum for each grade of students, which demonstrates in detail alignment with Oregon's academic content standards;
    - (ii) Description of instructional goals in relationship to Oregon's academic content standards and benchmarks;
    - (iii) A planned course statement for courses taught in the program, including related content standards, course criteria, assessment practices and state required work samples that will be collected;
    - (iv) Documentation that reflects consideration of credits for public charter school course work a student may perform at any other public school;
    - (v) Explanation of grading practices for all classes and how student performance is documented;
    - (vi) Explanation of how the proposed academic program will be aligned with that of the district. (If an applicant is proposing an elementary level public charter school, please describe how the curriculum is aligned at each grade level with the district's curriculum, including an explanation of how a student in the public charter school will be adequately prepared to re-enter the district's public school system after completing the charter school's program.);
    - (vii) Description of the student assessment system, including how student academic progress will be measured at each grade level and any specific assessment instruments that will be used;

- (viii) Description of the plan for reporting student progress to parents, students and the community;
- (ix) Description of policies and procedures regarding diplomas and graduation;
- (x) Description of policies and practices for meeting the needs of students who are not successful in the regular program;
- (xi) Identification of primary instructional materials by publisher, copyright date, version and edition for each academic content area in each grade;
- (xii) Identification of major supplementary material in core academic content areas and the criteria for use with students;
- (xiii) Description of how the public charter school will meet the unique learning needs of students working above and below grade level, including but not limited to, talented and gifted students;
- (xiv) Description of how the public charter school staff will identify and address students' rates and levels of learning;
- (xv) Description of strategies the public charter school staff will use to create a climate conducive to learning and positive student engagement;
- (xvi) Documentation that demonstrates improvements in student academic performance over time (both individual and program/grade level) from any private alternative school operated by the public charter school applicant, if applicable;
- (xvii) Description of how teachers will utilize current student knowledge and skills to assist in the design of appropriate instruction;
- (xviii) Identification of how the public charter school will provide access to national assessments such as PSAT, SAT and ACT, if applicable;
- (xix) Description of parental involvement, content of planned meetings and how the school will adjust any meeting to meet the needs of working parents;
- (xx) Description of distance learning options available to students, including the grade levels and amount of instruction offered to students, if applicable.†

(b) State and Federal Mandates/Special Education

- (i) †Description of how the public charter school will meet any and all requirements of No Child Left Behind, which also specifically addresses adequate yearly progress (AYP) and the safe schools aspects of the law;
- (ii) Description of how the public charter school will collect AYP information on all subgroup populations in the school;
- (iii) Description of specific program information regarding curriculum and how specially designed instruction is delivered for special education students. (Include methodologies, data collection systems and service delivery models used.);
- (iv) Description of how the public charter school will serve the needs of talented and gifted students, including screening, identification and services;
- (v) Description of how the public charter school will deliver services and instruction to English Language Learners (ELL), including descriptions of curriculum, methodology and program accommodations;
- (vi) Description of how the public charter school will work with the district to comply with Section 504 accessibility requirements and nondiscrimination requirements in admissions and staff hiring;
- (vii) Explanation of how the public charter school will work with the district to implement Child Find requirements;

- (viii) Explanation of how the public charter school will work with the district to manage IDEA 2004 mandates regarding eligibility, individual education program (IEP) and placement meetings;
  - (ix) Explanation of how the public charter school will work with the district in which the public charter school is located to implement accommodations and modifications contained in the IEP or Section 504 plan;
  - (x) Explanation of how the public charter school will work with the district to include parents in implementing IEPs;
  - (xi) Explanation of how the public charter school intends to work with the district in which the public charter school is located to provide special education services for eligible students.†
- (c) Teacher Certification
- (i) †Identification regarding the training and/or certification of staff, including areas of industry training, endorsements and the TSPC licensure;
  - (ii) Explanation of how the public charter school will meet the federal mandate of “highly qualified” teachers contained in No Child Left Behind;
  - (iii) Identification of which teachers are Oregon Proficiency-based Admission Standards System (PASS) trained by content areas and year of training or re-training, if applicable;
  - (iv) Explanation of how the public charter school will comply with the TSPC requirements for all staff, including all TSPC Oregon Administrative Rules pertaining to its staff.†
- (d) Professional Development
- (i) †Provide the public charter school’s plan for comprehensive professional development for all staff;
  - (ii) Identification of how the public charter school’s licensed staff will obtain their required Continuing Professional Development units for licensure renewal.†
- (e) Budget
- (i) †Explanation of projected budget item for the Public Employees Retirement System (PERS) contributions that ~~would~~ may be required of the public charter school;
  - (ii) Description of planned computer and technology support;
  - (iii) Description of planned transportation costs, if applicable;
  - (iv) Explanation of projected budget items for teaching salaries and other personnel contracts;
  - (v) Explanation on facilities costs, including utilities, repairs, and rent;
  - (vi) Copies of municipal audits for any other public charter school operated by the public charter school applicant, if applicable.†

(f) Policy

‡Copies of any policy that the public charter school intends to adopt:

- (i) Which address expectations of academic standards for students and transcribing of credits;
- (ii) On student behavior, classroom management, suspensions and expulsions, which must contain an explanation of how the charter school will handle a student expelled from another district for reasons other than a weapons violation;
- (iii) Regarding corporal punishment including descriptions;
- (iv) Regarding dispensing of medication to students who are in need of regular medication during school hours;
- (v) Regarding reviewing and selecting instructional materials;
- (vi) Regarding solicitation/advertising/fundraising by non-school groups;
- (vii) Regarding field trips;
- (viii) Regarding student promotion and retention;
- (ix) Regarding student publications;
- (x) Regarding staff/student vehicle parking and use;
- (xi) Regarding diplomas and graduation, and also participation in graduation exercises;
- (xii) Regarding student/parent/public complaints;
- (xiii) Regarding visitors;
- (xiv) Regarding staff discipline, suspension or dismissal.‡

(g) Other Information

- (i) ‡Plans for use of any unique district facilities including, but not limited to, gymnasiums, auditoriums, athletic fields, libraries, cafeterias, computer labs and music facilities;
- (ii) Plans for child nutrition program(s);
- (iii) Plans for student participation in extracurricular activities pursuant to Oregon School Activities Association and Board policy, regulations and rules;
- (iv) Plans for counseling services;
- (v) Explanation of contingency plans for the hiring of substitute professional and classified staff;
- (vi) Description of how the public charter school will address the rights and responsibilities of students;
- (vii) Description of how the public charter school will handle situations involving student, possession, use or distribution of illegal drugs, weapons, flammable devices and other items that may be used to injure others;
- (viii) Description of procedures on how the public charter school will handle disciplinary referrals and how they will impact student promotion and advancement;
- (ix) Copies of program reviews conducted by other school districts that may have referred students to another public charter school operated by the public charter school applicant, if applicable;
- (x) Description of the typical school day for a student, including a master schedule, related activities, breaks and extracurricular options;



- (xi) Description of how student membership will be calculated, including a description of the type of instruction and location of instruction that contributes to ADM;
- (xii) Documentation and description of how long most students remain in the program, and documentation of student improvement in academic performance, disciplinary referrals, juvenile interventions, or any other disciplinary action while in the program;
- (xiii) Explanation of the legal relationship between the public charter school and any other public charter school, if applicable. (Please provide any contracts or legal documents that will create the basis of the relationship between the entities. Please also provide all financial audits and auditor's reports.);
- (xiv) If a public charter school applicant is operating any other public charter school, documentation that the public charter school applicant has established a separate Oregon nonprofit corporation, legally independent of any other public charter school in operation;
- (xv) If a public charter school applicant has not secured a facility at the time of submitting a public charter school proposal, a written and signed declaration of intent that states:

If given any type of approval (conditional or unconditional), the public charter school applicant promises to provide to the school district liaison, at least [sixty (60)] days before the intended date to begin operation of the public charter school, proof that it will be able to secure, at least [thirty (30)] days before the intended date to begin operation of the public charter school, a suitable facility, occupancy and safety permits and insurance policies with minimum coverages required by the school district in school board policy and administrative regulation LBE that sets forth the requirements and process for the school board in reviewing, evaluating and approving a public charter school.

If the public charter school applicant fails to provide proof of an ability to secure a facility and all necessary occupancy and safety permits and insurance that is required by the school district as a condition of approval by the due date, it will withdraw its application to begin operation of a public charter school for the upcoming school year.

By signing this document, I affirm that I am authorized to make the promises stated above on behalf of the public charter school applicant. I understand that failure to fulfill the conditions listed above will result in an approval becoming void, and will automatically revoke any type of approval that the school board previously granted to the public charter school applicant.

Name \_\_\_\_\_ Date \_\_\_\_\_  
 On behalf of the [ADD APPLICANT'S NAME] ]

The public charter school applicant will organize and label all information required in section 27 to correspond to the requested numbers.

- (28) Each member of the proposed public charter school’s governing body must provide an acknowledgment of understanding of the standards of conduct and the liabilities of a director of a nonprofit organization in ORS 65.

### 3. Proposal Review Process

- a. ~~The superintendent may appoint an advisory committee to review public charter school proposals and submit a recommendation to the Board. The committee will consist of district representatives, community members and others as deemed appropriate.~~
- b. Within 30 business days of receipt of a proposal, the district will notify the applicant as to the completeness of the proposal and identify the specific elements of the proposal that are not complete. The district shall provide the applicant with a reasonable opportunity to complete the proposal.
- c. Within 60 days after the receipt of a completed proposal that meets the requirements of law and the district, the Board shall hold a public hearing on the provisions of the public charter school proposal.
- d. The Board must evaluate a proposal in good faith using the following criteria:
  - (1) The demonstrated sustainable support for the proposal by teachers, parents, students and other community members, including comments received at the public hearing;
  - (2) The demonstrated financial stability of the proposed public charter school including the demonstrated ability of the school to have a sound financial management system that:
    - (a) Is in place at the time the school begins operating;
    - (b) Is compatible with the budget and accounting system of the sponsor of the school; and
    - (c) Complies with the requirements of the uniform budget and accounting system adopted by the State Board of Education under OAR 581-023-0035.
  - (3) The capability of the applicant in terms of support and planning to provide comprehensive instructional programs;
  - (4) The capability of the applicant in terms of support and planning to provide comprehensive instructional programs to students identified by the applicant as academically low achieving;
  - (5) The adequacy of the information provided as required in the proposal criteria;
  - (6) Whether the value of the public charter school is outweighed by any directly identifiable, significant and adverse impact on the quality of the public education of students residing in the district~~;~~

~~A~~ “directly identifiable, significant and adverse impact” is defined as an adverse loss or reduction in staff, student, program or funds that may reduce the quality of existing district educational programs. This may include, but not be limited to, the following current data as compared to similar data from preceding years:

- (a) Student enrollment;
- (b) Student teacher ratio;
- (c) Staffing with appropriately licensed or endorsed personnel;
- (d) Student learning and performance;
- (e) Specialty programs or activities such as music, physical education, foreign language, talented and gifted and English as a second language;
- (f) Revenue;

(g) Expenditure for maintenance and upkeep of district facilities.†

- (7) Whether there are arrangements for any necessary special education and related services;
- (8) Whether there are alternative arrangements for students, teachers and other school employees who choose not to attend or be employed by the public charter school if the public charter school is converting an existing district school;
- (9) The prior history, if any, of the applicant in operating a public charter school or in providing educational services.

- e. The Board must either approve or deny the proposal within 30 days of the public hearing.
- f. Written notice of the Board's action shall be sent to the applicant. If denied, the notice must include the reasons for the denial with suggested remedial measures. The applicant may then resubmit the proposal. The Board must either approve or deny the resubmitted proposal within 30 days. The Board may, with good cause, request an extension in the approval process timelines from the State Board of Education.

#### 4. Terms of the Charter Agreement

- a. Upon Board approval of the proposal, the Board will become the sponsor of the public charter school. The district and the applicant must develop a written charter agreement, subject to Board approval, which shall act as the legal authorization for the establishment of the public charter school.
- b. The charter agreement shall be legally binding and must be in effect for a period of not more than five years but may be renewed by the district.
- c. The district and the public charter school may amend a charter agreement through joint agreement.
- d. It is the intent of the Board that the charter agreement be detailed and specific to protect the mutual interests of the public charter school and the district. The agreement shall incorporate the elements of the approved proposal and will address additional matters, statutes and rules not fully covered by law or the proposal that shall apply to the public charter school including, but not limited to, the following:

- (1) †Sexual harassment (ORS 342.700, 342.704);†
- (2) †Pregnant and parenting students (ORS 336.640);†
- (3) †Special English classes for certain children (ORS 336.079);†
- (4) †Student conduct (ORS 339.250);†
- (5) †Alcohol and drug abuse program (ORS 336.222);†
- (6) †Student records (ORS 326.565);]
- (7) †Oregon Report Card (ORS 329.115);†
- (8) †Recovery of costs associated with property damage (ORS 339.270);†
- (9) †Use of school facilities (ORS 332.172);†
- (10) Employment status of public charter school employees:

(a) Public charter school law requires the following:

- (i) Employee assignment to a public charter school shall be voluntary;
- (ii) A public charter school or the sponsor of the public charter school may be considered the employer of any employees of the public charter school;
- (iii) If the Board is not the sponsor of the public charter school, it shall not be the employer and shall not collectively bargain with the employees;

- (iv) A public charter school employee may be a member of a labor organization or organize with other employees to bargain collectively. The bargaining unit may be separate from other bargaining units of the district;
  - (v) The public charter school governing body shall control the selection of employees at the public charter school;
  - (vi) The Board shall grant a leave of absence to any employee who chooses to work in the public charter school. The length and terms of the leave of absence shall be set by collective bargaining agreement or by Board policy; however, the length of leave of absence may not be less than two years unless:
    - 1) The charter of the public school is terminated or the public charter school is dissolved or closed during the leave of absence; or
    - 2) The employee and the Board have mutually agreed to a different length of time.
  - (vii) An employee of a public charter school operating within the district who is granted a leave of absence and returns to employment with the district shall retain seniority and benefits as an employee, pursuant to the terms of the leave of absence.
- (b) The terms and conditions of employment addressed in the agreement may include, but not limited to, the following provisions:
- (i) A proposed plan for the placement of teachers and other school employees upon termination or nonrenewal of the charter;
  - (ii) Arrangements for employees who choose not to be employed or participate in the public charter school, if a district school has been converted to a public charter school;
  - (iii) ~~Salary for professional staff or wages for classified staff;~~
  - (iv) ~~Health benefits;~~
  - (v) ~~Leaves, including timing, commencement and duration of leave; voluntary and involuntary termination and return to work; whether the leave is paid or unpaid; and a description of benefits upon termination of leave (i.e., same, similar or available position and salary schedule placement);~~
  - (vi) ~~Work year;~~
  - (vii) ~~Working hours;~~
  - (viii) ~~Discipline and dismissal procedures;~~
  - (ix) ~~Arrangements to secure substitutes;~~
  - (x) ~~Arrangements to ensure that 50 percent of the total full-time equivalent teaching and administrative staff are licensed;~~
  - (xi) ~~Hiring practices;~~
  - (xii) ~~Evaluation procedures.~~

(11) Student enrollment, application procedures and whether the public charter school will admit nonresident students and on what basis:

(a) Public charter school law requires the following:

(i) Student enrollment shall be voluntary. If the number of applicants exceeds the capacity, students shall be selected through a lottery process. ~~{All resident applicants will have their names written on a uniform-sized card to be placed in a covered container. Names will be drawn individually until all available slots are filled. If slots remain after resident applicants are placed, the remaining slots may be filled by nonresident applicants using an identical process. The drawing shall be made in the presence of at least two employees of the public charter school and two employees of the district.}~~ If the public charter school has been in operation one or more years, priority enrollment will be given to those students who:

- 1) Were enrolled in the public charter school the prior year;
- 2) Have siblings who are presently enrolled in the public charter school and who were enrolled the prior year;

~~3) <sup>2</sup>{Only when the public charter school is party to a cooperative agreement for the purpose of forming a partnership to provide educational services, reside in:~~

~~a) — The public charter school’s sponsoring district; or~~

~~b) — A district which is a party to the cooperative agreement.}~~

~~i) — [OR]~~

~~3) <sup>2</sup>{Reside in the public charter school’s sponsoring district or a district which is a party to a cooperative agreement with the sponsoring district.}~~

(ii) A public charter school may not limit student admission based on ethnicity, national origin, race, religion, disability, sex, sexual orientation, income level, proficiency in the English language or athletic ability but may limit admission within a given age group or grade level.

(12) Transportation of students:

(a) Public charter school law requires the following:

(i) The public charter school shall be responsible for providing transportation for its students and may negotiate with the district for the provision of transportation services;

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<sup>2</sup>[District should choose one of the options presented as “3)” above.]

- (ii) The district shall provide transportation for public charter school students pursuant to ORS 327.043. Resident public charter school students will be transported under the same conditions as students attending private or parochial schools located along or near established district bus routes. The district shall not be required to add or extend existing bus routes;
  - (iii) Public charter school students who reside outside the district may use existing bus routes and transportation services of the district in which the public charter school is located;
  - (iv) Any transportation costs incurred by the district shall be considered approved transportation costs.
- (13) The plan for performance bonding or insuring the public charter school sufficient to protect the district. Documentation shall be submitted prior to agreement approval.
- (a) ~~f~~Insurance<sup>3</sup>:
- (i) Commercial General Liability Insurance in an amount of not less than \$1,000,000 combined single limit per occurrence/\$3,000,000 annual aggregate covering the public charter school, the governing board, employees and volunteers against liability for damages because of personal injury, bodily injury, death or damage to property including the loss of use thereof. Coverage to include, but not limited to, contractual liability, advertisers' liability, employee benefits liability, professional liability and teachers' liability;
  - (ii) Liability Insurance for Directors and Officers in an amount not less than \$1,000,000 each loss/\$3,000,000 annual aggregate covering the public charter school, the governing board, employees and volunteers against liability arising out of wrongful acts and employment practices. Continuous "claims made" coverage will be acceptable, provided the retroactive date is on the effective date of the charter;
  - (iii) Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit covering the public charter school, the governing board, employees and volunteers against liability for damages because of bodily injury, death or damage to property, including the loss of use thereof arising out of the ownership, operation, maintenance or use of any automobile. The policy will include underinsured and uninsured motorist vehicle coverage at the limits equal to bodily injury limits;
  - (iv) Workers' Compensation Insurance shall also be maintained pursuant to Oregon laws (ORS Chapter 656). Employers' liability insurance with limits of \$100,000 each accident, \$100,000 disease each employee and \$500,000 each policy limit;
  - (v) Honesty Bond to cover all employees and volunteers. Limits to be determined by the governing board, but no less than \$25,000. Coverage shall include faithful performance and loss of moneys and securities;

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<sup>3</sup>Insurance requirements for individual public charter schools may vary and should be reviewed by legal counsel and an insurance representative.

- (vi) Property Insurance shall be required on all owned or leased buildings or equipment. The insurance shall be written to cover the full replacement cost of the building and/or equipment on an “all risk of direct physical loss basis,” including earthquake and flood perils.
- (b) Additional requirements:
- (i) The district shall be an additional insured on commercial general and automobile liability insurance. The policies shall provide for a 90-day written notice of cancellation or material change. A certificate evidencing all of the above insurance shall be furnished to the district;
  - (ii) The public charter school shall also hold harmless and defend the district from any and all liability, injury, damages, fees or claims arising out of the operations of the public charter school operations or activities;
  - (iii) The district shall be loss payee on the property insurance if the public charter school leases any real or personal district property;
  - (iv) The coverage provided and the insurance carriers must be acceptable to the district.†
- e. If the district and the public charter school enter a cooperative agreement with other school districts for the purpose of forming a partnership to provide educational services, then the agreement must be incorporated into the charter of the public charter school.
- f. In addition to any other terms required to be in the charter agreement, a virtual public charter school must have in the charter of the school, a requirement that the school:
- (1) Monitor and track student progress and attendance; and
  - (2) Provide student assessments in a manner that ensures that an individual student is being assessed and that the assessment is valid.

## 5. Public Charter School Operation

- a. The public charter school shall operate at all times in accordance with the public charter school law, the terms of the approved proposal and the charter agreement.
- b. Statutes and rules that apply to the district shall not apply to the public charter school except the following, as required by law, shall apply:
  - (1) Federal law, including applicable provisions of the No Child Left Behind Act of 2001;
  - (2) ORS 192.410 to 192.505 (Public Records Law);
  - (3) ORS 192.610 to 192.690 (Public Meetings Law);
  - (4) ORS Chapters 279A, 279B and 279C (Public Contracting Code);
  - (5) ORS 326.565, 326.575 and 326.580 (student records);
  - (6) ORS 297.405 to 297.555 and 297.990 (Municipal Audit Law);
  - (7) ORS 181.534, 326.603, 326.607; ~~and 342.223 and 342.232~~ (criminal records checks);
  - (8) ORS 337.150 (textbooks);
  - (9) ORS 339.119 (considerations for educational services);
  - (10) ORS 336.840 (use of personal electronic devices);
  - (11) ORS 339.141, 339.147 and 339.155 (tuition and fees);
  - (12) ORS 659.850, 659.855 and 659.860 (discrimination);
  - (13) ORS 30.260 to 30.300 (tort claims);
  - (14) ORS Chapter 657 (Employment Department Law);

- (15) Health and safety statutes and rules;
  - (16) Any statute or rule listed in the charter;
  - (17) The statewide assessment system developed by the Oregon Department of Education (ODE) for mathematics, science and English under ORS 329.485 (2);
  - (18) ORS 329.045 (academic content standards and instruction);
  - (19) Any statute or rule that establishes requirements for instructional time;
  - (20) ORS 339.250 (12) (prohibition of infliction of corporal punishment);
  - (21) ORS 339.370, 339.372, 339.388 and 339.400 (reporting of suspected abuse of a child and sexual conduct, and training on prevention and identification of abuse and sexual conduct);
  - (22) ORS 329.451 (diploma, modified diploma, extended diploma and alternative certificate standards);
  - (23) Statutes and rules that expressly apply to public charter schools;
  - (24) Statutes and rules that apply to special government body as defined in ORS 174.117, or public body as defined in ORS 174.109;
  - (25) ORS Chapter 338.
- c. The public charter school may employ as a teacher or administrator a person who is not licensed by the TSPC; however, at least one-half of the total full-time equivalent teaching and administrative staff at the public charter school shall be licensed by the commission, pursuant to ORS 342.135, 342.136, ~~or 342.138 or 342.140~~.
  - d. A board member of the school district in which the public charter school is located may not serve as a voting member of the public charter school's board, yet may serve in an advisory capacity.
  - e. The public charter school shall participate in the PERS.
  - f. The public charter school shall not violate the Establishment Clause of the First Amendment to the United States Constitution or Section 5, Article I of the Oregon Constitution, or be religion based.
  - g. The public charter school shall maintain an active enrollment of at least 25 students, unless the public charter school is providing educational services under a cooperative agreement entered into for the purpose of forming a partnership to provide educational services.
  - h. The public charter school may sue or be sued as a separate legal entity.
  - i. The public charter school may enter into contracts and may lease facilities and services from the district, education service district, state institution of higher education, other governmental unit or any person or legal entity.
  - j. The public charter school may not levy taxes or issue bonds under which the public incurs liability.
  - k. The public charter school may receive and accept gifts, grants and donations from any source for expenditure to carry out the lawful functions of the school.
  - l. The district shall offer a high school diploma, modified diploma, extended diploma, alternative certificate to any public charter school student located in the district who meets the district's and state's standards for a high school diploma, modified diploma, extended diploma, alternative certificate.
  - m. A high school diploma, modified diploma, extended diploma, alternative certificate issued by a public charter school shall grant to the holder the same rights and privileges as a high school diploma, modified diploma, extended diploma, alternative certificate issued by a nonchartered public school.
  - n. Upon application by the public charter school, the State Board of Education may grant a waiver of certain public charter school law provisions if the waiver promotes the development of programs by providers, enhances the equitable access by underserved families to the public education of their choice, extends the equitable access to public support by all students or



permits high quality programs of unusual cost. This waiver request must specify the reasons the public charter school is seeking the waiver and further requires the public charter school to notify the sponsor if a waiver is being considered.

## 6. Virtual Public Charter School Operation

- a. In addition to the other requirements for a public charter school, a virtual public charter school must have:
- (1) A plan for academic achievement that addresses how the school will improve student learning and meet academic content standards required by ORS 329.045;
  - (2) Performance criteria the school will use to measure the progress of the school in meeting the academic performance goals set by the school for its first five years of operation;
  - (3) A plan for implementing the proposed education program of the school by directly and significantly involving parents and guardians of students enrolled in the school and involving the professional employees of the school;
  - (4) A budget, business plan and governance plan for the operation of the school;
  - (5) An agreement that the school will operate using an interactive, Internet-based technology platform that monitors and tracks student progress and attendance in conjunction with performing other student assessment functions;
  - (6) An agreement to employ only licensed teachers who are highly qualified as described in the Federal No Child Left Behind Act of 2001;
  - (7) A plan that ensures:
    - (a) All superintendents, assistant superintendents and principals of the schools are licensed by the TSPC to administrate; and
    - (b) Teachers who are licensed to teach by the TSPC and who are highly qualified as described in the federal No Child Left Behind Act of 2001 teach at least 95 percent of the school's instructional hours.
  - (8) A plan for maintaining student records and school records, including financial records, at a designated central office of operations;
  - (9) A plan to provide equitable access to the education program of the school by ensuring that each student enrolled in the school:
    - (a) Has access to and use of a computer and printer equipment as needed;
    - (b) Is offered an Internet service cost reimbursement arrangement under which the school reimburses the parent or guardian of the student, at a rate set by the school, for the costs of obtaining Internet service at the minimum connection speed required to effectively access the education program provided by the school; or
    - (c) Has access to and use of computer and printer equipment and is offered Internet service cost reimbursement.
  - (10) A plan to provide access to a computer and printer equipment and the Internet service cost reimbursement as described in (8) above by students enrolled in the school who are from families that qualify as low-income under Title I of the federal Elementary and Secondary Education Act of 1965 (20 USC 6301 et. seq.);
  - (11) A plan to conduct school-sponsored optional educational events at least six times each school year at locations selected to provide convenient access to all students in the school who want to participate;

- (12) A plan to conduct biweekly meetings between teachers and students enrolled in the school, either in person or through the use of conference calls or other technology;
  - (13) A plan to provide opportunities for face-to-face meetings between teachers and students enrolled in the school at least six times each school year;
  - (14) A plan to provide written notice to both the sponsoring district and the district in which the student resides upon enrollment or withdrawal for a reason other than graduation from high school:
    - (a) If notice is provided due to enrollment, then the notice must include the student's name, age, address and school at which the student was formerly enrolled;
    - (b) If notice is provided due to withdrawal for a reason other than graduation from high school, then notice must include the student's name, age, address, reason for withdrawal (if applicable) and the name of the school in which the student intends to enroll (if known).
  - (15) An agreement to provide a student's education records to the student's resident school district or to the sponsor upon request of the resident school district or sponsor.
- b. The sponsor of a virtual public charter school or a member of the public may request access to any of the documents described in a. above.
  - c. If a virtual public charter school or the sponsor of a virtual public charter school contracts with a for-profit entity to provide educational services through the virtual public charter school, the for-profit entity may not be the employer of any employees of the virtual public charter school.
  - d. The following limitations apply:
    - (1) School board members of the virtual public charter school's sponsoring district may not be:
      - (a) An employee of the virtual public charter school;
      - (b) A member of the governing body of the virtual public charter school;
      - (c) An employee or other representative of any third-party entity with which the virtual public charter school has entered into a contract to provide educational services.
    - (2) Members of the governing body of the virtual public charter school may not be an employee of a third-party entity with which the virtual public charter school intends to enter or has entered into a contract to provide educational services;
    - (3) If a third-party entity contracts with a virtual public charter school to provide educational services to the school, then:
      - (a) No third-party entity's employee or governing board member may attend an executive session of the sponsoring district's school board;
      - (b) No virtual public charter school employee may promote the sale or benefits of private supplemental services or classes offered by the third-party entity;
      - (c) The educational services must be consistent with state standards and requirements;

- (d) The virtual public charter school must have on file the third-party entity's budget for the provision of educational services, including itemization of:
  - (i) The salaries of supervisory and management personnel and consultants who are providing educational or related services for a virtual public charter school in this state; and
  - (ii) The annual operating expenses and profit margin of the third-party entity for providing educational services to a virtual public charter school in this state.

## 7. Charter Agreement Review

- a. The public charter school shall report at least annually on the performance of the school and its students to the State Board of Education and the district.
- b. The Board or designee shall visit the public charter school at least annually to assure compliance with the terms and provisions of the charter.
- c. The public charter school shall be audited annually in accordance with the Municipal Audit Law. After the audit, the public charter school shall forward a copy of the audit to ODE and the following to the sponsoring district:
  - (1) A copy of the annual audit;
  - (2) Any statements from the public charter school that show the results of operations and transactions affecting the financial status of the charter school during the preceding annual audit period for the school; and
  - (3) Any balance sheet containing a summary of the assets and liabilities of the public charter school and related operating budget documents as of the closing date of the preceding annual audit period for the school.
- d. The sponsoring district may request at any time an acknowledgment from each member of the public charter school governing body that the member understands the standards of conduct and liabilities of a director of a nonprofit organization.
- e. The public charter school shall submit to the Board quarterly financial statements that reflect the school's financial operations. The report shall include, but not be limited to, revenues, expenditures, loans and investments.

## 8. Charter School Renewal

- a. The first renewal of a charter shall be for the same time period as the initial charter. Subsequent renewals of a charter shall be for a minimum of five years but may not exceed 10 years.
- b. The Board and the public charter school shall follow the timeline listed below, unless a different timeline has been agreed upon by the Board and the public charter school:
  - (1) The public charter school shall submit a written renewal request to the Board for consideration at least 180 days prior to the expiration of the charter;
  - (2) Within 45 days after receiving a written renewal request from a public charter school, the Board shall hold a public hearing regarding the renewal request;
  - (3) Within 30 days after the public hearing, the Board shall approve the charter renewal or state in writing the reasons for denying charter renewal;
  - (4) If the Board approves the charter renewal, the Board and the public charter school shall negotiate a new charter within 90 days unless the Board and the public charter school

- agree to an extension of the time period. Notwithstanding the time period specified in the charter, an expiring charter shall remain in effect until a new charter is negotiated;
- (5) If the Board does not renew the charter, the public charter school may address the reasons stated for denial of the renewal and any remedial measures suggested by the Board and submit a revised request for renewal to the Board;
  - (6) If the Board does not renew the charter based on the revised request for renewal or the parties do not negotiate a charter contract within the timeline established in this policy, the public charter school may appeal the Board's decision to the State Board of Education for a review of whether the Board used the process required by Oregon law in denying the charter renewal.
    - (a) If the State Board of Education finds that the Board used the appropriate process in denying the request for renewal, it shall affirm the decision of the Board. A public charter may seek judicial review of this order.
    - (b) If the State Board of Education finds that the Board did not use the appropriate process in denying the request for renewal, it shall order the Board to reconsider the request for renewal. If after reconsideration the Board does not renew the charter, the public charter school may seek judicial review of the Board's decision.
  - (7) The Board shall base the charter renewal decision on a good faith evaluation of whether the public charter school:
    - (a) Is in compliance with all applicable state and federal laws;
    - (b) Is in compliance with the charter of the public charter school;
    - (c) Is meeting or working toward meeting the student performance goals and agreements specified in the charter or any other written agreements between the Board and the public charter school;
    - (d) Is fiscally stable and used the sound financial management system described in the proposal submitted under ORS 338.045 and incorporated into the written charter agreement; and
    - (e) Is in compliance with any renewal criteria specified in the charter of the public charter school.
  - (8) The Board shall base the renewal evaluation described above primarily on a review of the public charter school's annual performance reports, annual audit of accounts and annual site visit and review and any other information mutually agreed upon by the public charter school and the Board;
  - (9) For purposes of this section, the phrase "good faith evaluation" means an evaluation of all criteria required by this section resulting in a conclusion that a reasonable person would come to who is informed of the law and the facts before that person.

## 9. Charter School Termination

- a. The public charter school may be terminated by the Board for any of the following reasons:
  - (1) Failure to meet the terms of an approved charter agreement or any requirement of ORS Chapter 338 unless waived by the State Board of Education;
  - (2) Failure to meet the requirements for student performance as outlined in the charter agreement;
  - (3) Failure to correct a violation of federal or state law;
  - (4) Failure to maintain insurance;

- (5) Failure to maintain financial stability;
  - (6) Failure to maintain, for two or more consecutive years, a sound financial management system described in the proposal submitted under ORS 338.045 and incorporated into the written charter under ORS 338.065;
  - (7) Failure to maintain the health and safety of the students.
- b. If a public charter school is terminated by the Board for any reason listed in sections a. (1) through a. (7), the following shall occur:
- (1) The district shall give the public charter school a 60-day written notification of its decision;
  - (2) If the grounds for termination include failure to maintain financial stability or failure to maintain a sound financial management system, the sponsor and the public charter school may agree to develop a plan to correct deficiencies. The plan to correct deficiencies will follow the process as per ORS 338.105;
  - (3) The district shall state the grounds for termination and deliver notification to the business office of the public charter school;
  - (4) The public charter school may request a hearing by the district. The request must be made in writing and delivered to the business address of the sponsor;
  - (5) Within 30 days of receiving the request for a hearing, the sponsor must provide the public charter school with the opportunity for a hearing on the proposed termination;
  - (6) The public charter school may appeal the decision to terminate to the State Board of Education;
  - (7) If the public charter school appeals the decision to terminate to the State Board of Education, the public charter school will remain open until the State Board issues its final order;
  - (8) If the State Board's final order upholds the decision to terminate and at least 60 days have passed since the notice of intent to terminate was received by the public charter school, the district's sponsorship of the public charter school will terminate;
  - (9) The final order of the State Board may be appealed under the provision of ORS 183.484;
  - (10) Throughout the ORS 183.484 judicial appeals process the public charter school shall remain closed;
  - (11) If terminated or dissolved, assets of the public charter school purchased by the public charter school with public funds, shall be given to the State Board of Education.
- c. If the public charter school is terminated by the Board for any reason related to student health or safety as provided in section a. (7), the following shall occur:
- (1) If the district reasonably believes that a public charter school is endangering the health or safety of the students enrolled in the public charter school, the district may act to immediately terminate the approved charter and close the public charter school without providing the notice required in section b. (1);
  - (2) A public charter school closed due to health or safety concerns may request a hearing by the sponsor. Such a request must be made in writing and delivered to the business address of the district;
  - (3) Within 10 days of receiving the request for a hearing, the district must provide the public charter school with the opportunity for a hearing on the termination;
  - (4) If the district acts to terminate the charter following the hearing, the public charter school may appeal the decision to the State Board of Education;
  - (5) The State Board will hold a hearing on the appeal within 10 days of receiving the request;

- (6) The public charter school will remain closed during the appeal process unless the State Board orders the district not to terminate and to re-open the public charter school; and
  - (7) The final order of the State Board may be appealed under the provisions of ORS 183.484.
- d. If the public charter school is terminated, closed or dissolved by the governing body of the public charter school, it shall be done only at the end of a semester and with 180 days' notice to the district, unless the health and safety of the students are in jeopardy. Such notice must be made in writing and be delivered to the business address of the sponsor.

Assets of a terminated, closed or dissolved public charter school that were obtained with grant funds will be dispersed according to the terms of the grant. If the grant is absent any reference to ownership or distribution of assets of a terminated, closed or dissolved public charter school, all assets will be given to the State Board of Education for disposal.

#### 10. District Immunity

The district, members of the Board and employees of the district are immune from civil liability with respect to the public charter school's activities.

**Lundy Elementary Heating Fuel Purchases**

Lundy Elementary Square Footage: 38,062

MVA Charter West Wing Estimated Square Footage: 6,090 (16%)

Fiscal Year 2013-14					Fiscal Year 2014-15					Over/ (Under)
Delivered:	Gallons	Amount	Price/Gal	YTD Amt	Delivered:	Gallons	Amount	Price/Gal	YTD Amt	
9/25/2013	1,500	\$4,651.25	\$3.10083	\$4,651.25	9/24/2014	2,412	\$7,379.51	\$3.05950	\$7,379.51	\$2,728.26
11/26/2013	1,500	\$4,649.25	\$3.09950	\$9,300.50			\$0.00		\$7,379.51	
12/24/2013	2,200	\$7,041.83	\$3.20083	\$16,342.33	12/31/2014	2,201	\$4,400.90	\$1.99950	\$11,780.41	(\$4,561.92)
1/22/2014	1,500	\$4,711.25	\$3.14083	\$21,053.58	2/18/2015	1,501	\$3,391.51	\$2.25950	\$15,171.92	(\$5,881.66)
3/19/2014	1,500	\$4,711.25	\$3.14083	\$25,764.83			\$0.00		\$15,171.92	(\$10,592.91)
Totals	8,200	\$25,764.83	\$3.14205		Totals	6,114	\$15,171.92	\$2.48151		

**Lowell High School Heating Fuel Purchases**

Lowell High School Square Footage: 27,966

Fiscal Year 2013-14					Fiscal Year 2014-15					Over/ (Under)
Delivered:	Gallons	Amount	Price/Gal	YTD Amt	Delivered:	Gallons	Amount	Price/Gal	YTD Amt	
9/25/2013	3,000	\$9,302.50	\$3.10083	\$9,302.50	9/24/2014	2,249	\$6,880.82	\$3.05950	\$6,880.82	(\$2,421.68)
11/26/2013	2,000	\$6,199.00	\$3.09950	\$15,501.50			\$0.00		\$6,880.82	
12/24/2013	2,300	\$7,361.92	\$3.20083	\$22,863.41	12/31/2014	2,300	\$4,605.85	\$2.00254	\$11,486.67	(\$11,376.75)
1/22/2014	3,000	\$9,422.50	\$3.14083	\$32,285.91	2/18/2015	3,001	\$6,787.76	\$2.26183	\$18,274.43	(\$14,011.49)
3/19/2014	3,000	\$9,422.50	\$3.14083	\$41,708.41			\$0.00		\$18,274.43	(\$23,433.99)
Totals	13,300	\$41,708.41	\$3.13597		Totals	7,550	\$18,274.43	\$2.42045		



**Lundy Elementary Electricity Costs**

Meter: 50288

Lundy Buildings excluding Cafeteria and Professional Development Center

Fiscal Year 2013-14				Fiscal Year 2014-15				Over/ (Under)
End date	Usage	Amount	YTD Amt	End date	Usage	Amount	YTD Amt	
8/14/2013	2,720	\$276.25	\$276.25	8/14/2014	5,000	\$483.99	\$483.99	\$207.74
9/12/2013	4,960	\$470.00	\$746.25	9/15/2014	6,080	\$579.05	\$1,063.04	\$316.79
10/14/2013	7,960	\$729.49	\$1,475.74	10/15/2014	7,720	\$723.42	\$1,786.46	\$310.72
11/13/2013	9,480	\$860.96	\$2,336.70	11/15/2014	10,080	\$931.16	\$2,717.62	\$380.92
12/12/2013	10,040	\$909.40	\$3,246.10	12/15/2014	10,520	\$969.90	\$3,687.52	\$441.42
1/15/2014	11,320	\$1,020.12	\$4,266.22	1/14/2015	9,480	\$878.34	\$4,565.86	\$299.64
2/12/2014	11,080	\$999.35	\$5,265.57	2/17/2015	11,000	\$1,012.15	\$5,578.01	\$312.44
3/13/2014	10,560	\$954.38	\$6,219.95	3/15/2015	8,120	\$758.64	\$6,336.65	\$116.70
4/14/2014	8,640	\$788.30	\$7,008.25	4/16/2015	9,280	\$860.74	\$7,197.39	\$189.14
5/14/2014	8,920	\$829.06	\$7,837.31	5/16/2015	8,440	\$786.80	\$7,984.19	\$146.88
6/16/2014	6,400	\$607.23	\$8,444.54	6/16/2015	7,520	\$709.47	\$8,693.66	\$249.12
7/14/2014	6,080	\$579.05	\$9,023.59	7/16/2015	4,320	\$430.31	\$9,123.97	\$100.38
Totals	98,160	\$9,023.59		Totals	97,560	\$9,123.97		

**Lundy Elementary Electricity Costs**

Meter: 71082

Lundy Cafeteria and Professional Development Center

Fiscal Year 2013-14				Fiscal Year 2014-15				Over/ (Under)
End date	Usage	Amount	YTD Amt	End date	Usage	Amount	YTD Amt	
8/14/2013	354	\$43.89	\$43.89	8/14/2014	1,341	\$133.07	\$133.07	\$89.18
9/12/2013	1,648	\$152.80	\$196.69	9/15/2014	2,156	\$209.53	\$342.60	\$145.91
10/14/2013	2,158	\$197.80	\$394.49	10/15/2014	2,361	\$229.06	\$571.66	\$177.17
11/13/2013	2,160	\$193.57	\$588.06	11/15/2014	2,102	\$199.88	\$771.54	\$183.48
12/12/2013	1,925	\$173.31	\$761.37	12/15/2014	2,479	\$234.99	\$1,006.53	\$245.16
1/15/2014	1,837	\$175.21	\$936.58	1/14/2015	1,842	\$184.06	\$1,190.59	\$254.01
2/12/2014	1,999	\$190.29	\$1,126.87	2/17/2015	2,374	\$235.23	\$1,425.82	\$298.95
3/13/2014	2,238	\$212.55	\$1,339.42	3/15/2015	2,024	\$201.56	\$1,627.38	\$287.96
4/14/2014	2,453	\$232.57	\$1,571.99	4/16/2015	2,688	\$265.43	\$1,892.81	\$320.82
5/14/2014	2,360	\$228.96	\$1,800.95	5/16/2015	2,635	\$266.10	\$2,158.91	\$357.96
6/16/2014	2,379	\$230.78	\$2,031.73	6/16/2015	2,934	\$295.52	\$2,454.43	\$422.70
7/14/2014	1,430	\$140.88	\$2,172.61	7/16/2015	3,477	\$349.00	\$2,803.43	\$630.82
Totals	22,941	\$2,172.61		Totals	28,413	\$2,803.43		

**Lowell High School Electricity Costs**

Meters: 61924, 70132, 61910, 50287

Includes: main building, modular classrooms, north wing classrooms and woodshop

Excludes: FB scoreboard, irrigation pump, wrestling room, field lights and bus barn

Fiscal Year 2013-14				Fiscal Year 2014-15				Over/ (Under)
End date	Usage	Amount	YTD	End date	Usage	Amount	YTD	
8/14/2013	4,310	\$419.91	\$419.91	8/14/2014	6,368	\$629.62	\$629.62	\$209.71
9/12/2013	7,319	\$677.65	\$1,097.56	9/15/2014	8,318	\$809.66	\$1,439.28	\$341.72
10/14/2013	11,688	\$1,041.62	\$2,139.18	10/15/2014	9,839	\$950.69	\$2,389.97	\$250.79
11/13/2013	13,879	\$1,202.40	\$3,341.58	11/15/2014	11,715	\$1,092.63	\$3,482.60	\$141.02
12/12/2013	25,651	\$2,218.25	\$5,559.83	12/15/2014	17,052	\$1,535.99	\$5,018.59	(\$541.24)
1/15/2014	26,127	\$2,230.29	\$7,790.12	1/14/2015	16,851	\$1,521.91	\$6,540.50	(\$1,249.62)
2/12/2014	25,481	\$2,196.18	\$9,986.30	2/18/2015	18,723	\$1,701.34	\$8,241.84	(\$1,744.46)
3/13/2014	15,010	\$1,346.80	\$11,333.10	3/15/2015	11,494	\$1,074.23	\$9,316.07	(\$2,017.03)
4/14/2014	12,092	\$1,106.98	\$12,440.08	4/16/2015	13,851	\$1,288.35	\$10,604.42	(\$1,835.66)
5/14/2014	9,788	\$932.80	\$13,372.88	5/16/2015	12,608	\$1,200.56	\$11,804.98	(\$1,567.90)
6/16/2014	6,927	\$691.18	\$14,064.06	6/16/2015	10,411	\$1,022.30	\$12,827.28	(\$1,236.78)
7/14/2014	5,288	\$531.29	\$14,595.35	7/16/2015	4,971	\$528.43	\$13,355.71	(\$1,239.64)
Totals	163,560	\$14,595.35		Totals	142,201	\$13,355.71		

**Mountain View Charter School**  
**2014-15 General Fund Financial Summary**  
 June 30, 2015  
 Revised 8-17-15

	Budget	Actual: Jul-Jun			Actual for Year	Over/(Under) Budget
<b>Resources</b>						
State School Fund	484,555	481,384	99.3%		481,384	(3,171) -0.7%
Donations	15,000	24,467	163.1%		24,467	9,467 38.7%
Fundraising	5,000	680	13.6%		680	(4,320) -635.3%
Interest		42			42	42 100.0%
<b>Total Revenues</b>	<b>504,555</b>	<b>506,573</b>	<b>100.4%</b>	-	<b>506,573</b>	<b>2,018 0.4%</b>
Beginning Fund Balance		1,990		-	1,990	1,990 100.0%
<b>Total Resources</b>	<b>504,555</b>	<b>508,563</b>	<b>100.8%</b>	-	<b>508,563</b>	<b>4,008 0.8%</b>
<b>Requirements</b>						
Salaries	303,080	313,953	103.6%		313,953	10,873 -2.9%
Benefits	81,799	75,968	92.9%		75,968	(5,831) -9.3% (1)
Purchased Services	67,459	60,999	90.4%		60,999	(6,460) -0.3%
Supplies and Materials	29,675	36,714	123.7%		36,714	7,039 1.5%
Capital Outlay		-			-	- -
Other	2,000	5,237			5,237	3,237 12.7%
Transfers		-			-	- 0.0%
<b>Total Expenditures</b>	<b>484,013</b>	<b>492,871</b>	<b>101.8%</b>	-	<b>492,871</b>	<b>8,858 -3.8%</b>
Contingency/Carryover	20,542	15,691	76.4%	-	15,691	(4,851) 180.9%
<b>Total Requirements</b>	<b>504,555</b>	<b>508,563</b>	<b>100.8%</b>	-	<b>508,563</b>	<b>4,008 3.7%</b>

(1) Includes PERS adjustment of \$6,037.03 in January

**Mountain View Charter School**  
**2015-16 General Fund Financial Summary**  
**7/31/2015 -- Draft**

	<b>Budget</b>	<b>Actual: Jul</b>		<b>Projected: Aug-Jun</b>		<b>Projected for Year</b>	<b>Over/(Under) Budget</b>	
<b>Resources</b>								
State School Fund	661,250		0.0%	661,250	100.0%	661,250	-	0.0%
Donations	5,000		0.0%	5,000		5,000	-	0.0%
Open Enrollment	10,500			10,500				
Fundraising						-	-	
Interest	50		0.0%	50		50	-	0.0%
<b>Total Revenues</b>	<b>676,800</b>	-	0.0%	<b>676,800</b>	100.0%	<b>666,300</b>	-	<b>0.0%</b>
Beginning Fund Balance	15,691	15,691		-		15,691	-	0.0%
<b>Total Resources</b>	<b>692,491</b>	<b>15,691</b>	2.3%	<b>676,800</b>	97.7%	<b>681,991</b>	-	<b>0.0%</b>
<b>Requirements</b>								
Salaries	347,495	1,623	0.5%	347,495	100.0%	349,117	1,623	-2.9%
Benefits	138,461	507	0.4%	138,461	100.0%	138,968	507	-9.3%
Purchased Services	96,877	4,332	4.5%	90,862	93.8%	95,194	(1,683)	-0.3%
Supplies and Materials	28,495	114	0.4%	27,130	95.2%	27,244	(1,251)	1.5%
Capital Outlay		-				-	-	-
Other	5,250	(626)		5,790		5,164	(86)	12.7%
Transfers		-				-	-	0.0%
<b>Total Expenditures</b>	<b>616,578</b>	<b>5,950</b>	1.0%	<b>609,739</b>	98.9%	<b>615,688</b>	<b>(890)</b>	<b>-3.8%</b>
Contingency/Carryover	75,913	9,741	12.8%	67,061	88.3%	76,803	890	180.9%
<b>Total Requirements</b>	<b>692,491</b>	<b>15,691</b>	2.3%	<b>676,800</b>	97.7%	<b>692,491</b>	-	<b>3.7%</b>

**Mountain View Charter School**  
**2015-16 Activity Fund Financial Summary**  
**7/31/2015 -- Draft**

	<b>Budget</b>	<b>Actual: Jul</b>	<b>Projected: Aug-Jun</b>	<b>Projected for Year</b>	<b>Over/(Under) Budget</b>
<b>Resources</b>					
Activity Fees	24,750	17,638		17,638	(7,112)
<b>Total Revenues</b>	<b>24,750</b>	<b>17,638</b>	-	<b>17,638</b>	<b>(7,112)</b>
Beginning Fund Balance	1,034				
<b>Total Resources</b>	<b>25,784</b>	<b>17,638</b>	-	<b>17,638</b>	<b>(7,112)</b>
<b>Requirements</b>					
Salaries					
Benefits					
Purchased Services					
Supplies and Materials	24,750	584		584	(24,166)
Capital Outlay					
Other		4		4	4
Transfers					
<b>Total Expenditures</b>	<b>24,750</b>	<b>587</b>	-	<b>587</b>	<b>(24,163)</b>
Contingency/Carryover	1,034	17,051		17,051	17,051
<b>Total Requirements</b>	<b>25,784</b>	<b>17,638</b>	-	<b>17,638</b>	<b>(7,112)</b>

**Mt. View Academy**  
**Balance Sheet**  
As of July 31, 2015

	<u>Jul 31, 15</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	31,501.80
100-101 - Banner Checking	31,501.80
Total Checking/Savings	<u>31,501.80</u>
Total Current Assets	<u>31,501.80</u>
<b>TOTAL ASSETS</b>	<b><u>31,501.80</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
100-471.001 Federal Withhold	15.00
100-471.004 Soc Sec Emp	617.74
100-471.005 WBF Assess Emp	1.68
100-473.001 PERS	1,638.45
100-473.002 PERS Pickup	484.51
100-473.004 Workers' Comp	37.96
24000 - Payroll Liabilities	880.56
Total Other Current Liabilities	<u>3,675.90</u>
Total Current Liabilities	<u>3,675.90</u>
Total Liabilities	3,675.90
Equity	
5400-Beg. Fund Balance	1,990.17
32000 - Unrestricted Net Assets	14,734.89
Net Income	11,100.84
Total Equity	<u>27,825.90</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>31,501.80</u></b>

**Mt. View Academy**  
**Profit & Loss Budget vs. Actual**  
**July 2015**

	Jul 15	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
100 - Revenues				
1510 - Interest Income	0.00	50.00	-50.00	0.0%
1760 - Fundraising	0.00	0.00	0.00	0.0%
1920 - Donations	0.00	5,000.00	-5,000.00	0.0%
1990 - Other Income	0.00	10,500.00	-10,500.00	0.0%
3101 - State School Fund Grant	0.00	661,250.00	-661,250.00	0.0%
<b>Total 100 - Revenues</b>	<b>0.00</b>	<b>676,800.00</b>	<b>-676,800.00</b>	<b>0.0%</b>
200 - Special Revenues				
1740 - Fees	17,637.84	24,750.00	-7,112.16	71.3%
<b>Total 200 - Special Revenues</b>	<b>17,637.84</b>	<b>24,750.00</b>	<b>-7,112.16</b>	<b>71.3%</b>
<b>Total Income</b>	<b>17,637.84</b>	<b>701,550.00</b>	<b>-683,912.16</b>	<b>2.5%</b>
<b>Expense</b>				
100 - Expenditures				
1111 - Elementary				
111 - Licensed Salaries	500.00	237,999.87	-237,499.87	0.2%
112 - Classified Salaries	0.00	18,850.00	-18,850.00	0.0%
121 - Substitute - Licensed	0.00	6,125.00	-6,125.00	0.0%
211 - PERS	101.45	45,308.32	-45,206.87	0.2%
220 - FICA	38.25	20,117.58	-20,079.33	0.2%
231 - Workers' Compensation	2.80	1,314.87	-1,312.07	0.2%
232 - Unemployment Insurance	13.64	7,626.27	-7,612.63	0.2%
241 - Health Insurance	0.00	28,000.00	-28,000.00	0.0%
410 - Supplies	79.98	6,300.00	-6,220.02	1.3%
420 - Textbooks	0.00	13,500.00	-13,500.00	0.0%
<b>Total 1111 - Elementary</b>	<b>736.12</b>	<b>385,141.91</b>	<b>-384,405.79</b>	<b>0.2%</b>
1121 - Middle/Junior High				
111 - Licensed Salaries	100.00	33,999.97	-33,899.97	0.3%
121 - Substitute - Licensed	0.00	875.00	-875.00	0.0%
211 - PERS	20.29	5,997.60	-5,977.31	0.3%
220 - FICA	7.65	2,667.94	-2,660.29	0.3%
231 - Workers' Compensation	0.56	174.37	-173.81	0.3%
232 - Unemployment Insurance	2.73	1,011.37	-1,008.64	0.3%
241 - Health Insurance	0.00	4,000.00	-4,000.00	0.0%
410 - Supplies	0.00	700.00	-700.00	0.0%
420 - Textbooks	0.00	1,500.00	-1,500.00	0.0%
<b>Total 1121 - Middle/Junior High</b>	<b>131.23</b>	<b>50,926.25</b>	<b>-50,795.02</b>	<b>0.3%</b>
2130 - Health Services				
410 - Supplies	0.00	200.00	-200.00	0.0%
<b>Total 2130 - Health Services</b>	<b>0.00</b>	<b>200.00</b>	<b>-200.00</b>	<b>0.0%</b>
2240 - Professional Development				
312 - Instructional Prog. Impr.	0.00	8,000.00	-8,000.00	0.0%
318 - Non-instructional Prg Imp	0.00	2,000.00	-2,000.00	0.0%
<b>Total 2240 - Professional Development</b>	<b>0.00</b>	<b>10,000.00</b>	<b>-10,000.00</b>	<b>0.0%</b>
2310 - Board of Education				
410 - Supplies	0.00	0.00	0.00	0.0%
651 - Liability Insurance	-626.00	4,500.00	-5,126.00	-13.9%
<b>Total 2310 - Board of Education</b>	<b>-626.00</b>	<b>4,500.00</b>	<b>-5,126.00</b>	<b>-13.9%</b>



## Mt. View Academy Profit & Loss Budget vs. Actual July 2015

	Jul 15	Budget	\$ Over Budget	% of Budget
<b>2321 - Executive Administration</b>				
113 - Administrative Salaries	100.00	34,000.00	-33,900.00	0.3%
114 - Managerial-Confidential	922.50	15,645.00	-14,722.50	5.9%
211 - PERS	207.47	8,757.38	-8,549.91	2.4%
220 - FICA	78.22	3,797.84	-3,719.62	2.1%
231 - Workers' Compensation	5.95	248.23	-242.28	2.4%
232 - Unemployment Insurance	27.87	1,439.71	-1,411.84	1.9%
241 - Health Insurance	0.00	8,000.00	-8,000.00	0.0%
353 - Postage	0.00	275.00	-275.00	0.0%
354 - Advertising	0.00	3,000.00	-3,000.00	0.0%
410 - Supplies	34.48	2,800.00	-2,765.52	1.2%
460 - Non-consumables	0.00	500.00	-500.00	0.0%
640 - Dues and Fees	0.00	750.00	-750.00	0.0%
<b>Total 2321 - Executive Administration</b>	<b>1,376.49</b>	<b>79,213.16</b>	<b>-77,836.67</b>	<b>1.7%</b>
<b>2520 - Fiscal Services</b>				
389 - Other Professional Svcs	1,666.67	20,000.00	-18,333.33	8.3%
410 - Supplies	0.00	0.00	0.00	0.0%
640 - Dues and Fees	0.00	0.00	0.00	0.0%
<b>Total 2520 - Fiscal Services</b>	<b>1,666.67</b>	<b>20,000.00</b>	<b>-18,333.33</b>	<b>8.3%</b>
<b>2542 - Building Maintenance</b>				
321 - Cleaning Services	0.00	2,400.00	-2,400.00	0.0%
324 - Rentals	2,300.00	47,700.00	-45,400.00	4.8%
325 - Electricity	62.81	5,566.00	-5,503.19	1.1%
328 - Garbage	0.00	0.00	0.00	0.0%
351 - Telephone	124.36	1,500.00	-1,375.64	8.3%
410 - Supplies	0.00	1,500.00	-1,500.00	0.0%
<b>Total 2542 - Building Maintenance</b>	<b>2,487.17</b>	<b>58,666.00</b>	<b>-56,178.83</b>	<b>4.2%</b>
<b>2550 - Transportation</b>				
352 - Student transportation	0.00	200.00	-200.00	0.0%
<b>Total 2550 - Transportation</b>	<b>0.00</b>	<b>200.00</b>	<b>-200.00</b>	<b>0.0%</b>
<b>2574 - Printing Services</b>				
324 - Copier Rental	178.00	2,136.00	-1,958.00	8.3%
355 - Printing	0.00	4,000.00	-4,000.00	0.0%
<b>Total 2574 - Printing Services</b>	<b>178.00</b>	<b>6,136.00</b>	<b>-5,958.00</b>	<b>2.9%</b>
<b>2661 - Technology Services</b>				
310 - Instr, Prof & Tech Svcs	0.00	100.00	-100.00	0.0%
470 - Computer Software	0.00	1,495.00	-1,495.00	0.0%
<b>Total 2661 - Technology Services</b>	<b>0.00</b>	<b>1,595.00</b>	<b>-1,595.00</b>	<b>0.0%</b>
<b>Total 100 - Expenditures</b>	<b>5,949.68</b>	<b>616,578.32</b>	<b>-610,628.64</b>	<b>1.0%</b>
<b>200 - Activity Expenditures</b>				
1111 - Elementary	583.67	24,750.00	-24,166.33	2.4%
410 - Supplies	3.65	0.00	3.65	100.0%
640 - Dues & Fees	587.32	24,750.00	-24,162.68	2.4%
<b>Total 1111 - Elementary</b>	<b>587.32</b>	<b>24,750.00</b>	<b>-24,162.68</b>	<b>2.4%</b>
<b>Total 200 - Activity Expenditures</b>	<b>587.32</b>	<b>24,750.00</b>	<b>-24,162.68</b>	<b>2.4%</b>
<b>66000 - Payroll Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Total Expense</b>	<b>6,537.00</b>	<b>641,328.32</b>	<b>-634,791.32</b>	<b>1.0%</b>
<b>Net Income</b>	<b>11,100.84</b>	<b>60,221.68</b>	<b>-49,120.84</b>	<b>18.4%</b>

**Lowell School District #71**  
**2014-15 General Fund Financial Summary**  
**June 30, 2015**

	<b>Amended Budget</b>	<b>Actual: Jul-Jun</b>		<b>Projected:</b>		<b>Projected for Year</b>	<b>Over/(Under) Budget</b>	
<b>Resources</b>								
State School Fund	<b>2,855,000</b>	2,743,433	100.0%	-	0.0%	<b>2,743,433</b>	(111,567)	-3.9% (1)
Property Tax	<b>871,400</b>	906,803	100.0%	-	0.0%	<b>906,803</b>	35,403	4.1% (1)
Miscellaneous/Local Revenues	<b>43,400</b>	78,190	100.0%	-	0.0%	<b>78,190</b>	34,790	80.2%
Common School Funds	<b>28,000</b>	27,483	100.0%	-	0.0%	<b>27,483</b>	(517)	-1.8%
Rent	<b>27,000</b>	26,650	100.0%	-	0.0%	<b>26,650</b>	(350)	-1.3%
Small High School Grant	<b>14,000</b>	14,362	100.0%	-	0.0%	<b>14,362</b>	362	2.6%
Indirect Fees on Grants	<b>5,000</b>	6,434	100.0%	-	0.0%	<b>6,434</b>	1,434	28.7%
County School Funds	<b>4,000</b>	4,747	100.0%	-	0.0%	<b>4,747</b>	747	18.7%
Facilities Grant	<b>26,000</b>	26,356	0.0%	-	0.0%	<b>26,356</b>	356	1.4%
Business Services to Charter	-	20,000	100.0%	-	0.0%	<b>20,000</b>	20,000	-
Federal Forest Fees	-	13,327	100.0%	-	0.0%	<b>13,327</b>	13,327	-
<b>Total Revenues</b>	<b>3,873,800</b>	<b>3,867,785</b>	100.0%	-	0.0%	<b>3,867,785</b>	<b>(6,015)</b>	<b>-0.2%</b>
Beginning Fund Balance	<b>387,000</b>	387,150	100.0%	-	0.0%	387,150	150	0.0%
<b>Total Resources</b>	<b>4,260,800</b>	<b>4,254,935</b>	100.0%	-	0.0%	<b>4,254,935</b>	<b>(5,865)</b>	<b>-0.1%</b>
<b>Requirements</b>								
Salaries	<b>1,462,399</b>	1,426,589	100.0%	-	0.0%	<b>1,426,589</b>	(35,810)	-2.4%
Benefits	<b>980,030</b>	885,087	100.0%	-	0.0%	<b>885,087</b>	(94,943)	-9.7% (2)
Purchased Services	<b>390,010</b>	403,354	100.0%	-	0.0%	<b>403,354</b>	13,344	3.4%
Supplies and Materials	<b>275,325</b>	301,210	100.0%	-	0.0%	<b>301,210</b>	25,885	9.4%
Capital Outlay	<b>40,000</b>	32,829	-	-	0.0%	<b>32,829</b>	(7,171)	-17.9%
Other	<b>70,560</b>	91,022	100.0%	-	0.0%	<b>91,022</b>	20,462	29.0%
Charter School Payments	<b>494,000</b>	494,384	100.0%	-	0.0%	<b>494,384</b>	384	0.1%
Transfers	<b>382,539</b>	356,491	100.0%	-	0.0%	<b>356,491</b>	(26,048)	-6.8%
<b>Total Expenditures</b>	<b>4,094,863</b>	<b>3,990,966</b>	100.0%	-	0.0%	<b>3,990,966</b>	<b>(103,897)</b>	<b>-2.5%</b>
Contingency/Carryover	<b>165,937</b>	-	0.0%	-	0.0%	<b>263,969</b>	98,032	59.1%
<b>Total Requirements</b>	<b>4,260,800</b>	<b>3,990,966</b>	93.8%	-	0.0%	<b>4,254,935</b>	<b>(5,865)</b>	<b>-0.1%</b>

(1) Assessed valuation increased 5.4% over the prior year. The additional local revenue reduces the amount from the state school fund.

March update: The latest information from ODE shows that actual ADMw is less than projected.

(2) Significant health care savings due to employees' personal health insurance decisions and staff FTE being charged to funds outside of the general fund.