

Lowell School District

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

Board of Director's Meeting

December 14, 2015

Professional Development Center

6:00 pm - Executive Session

7:00 pm - Public Session

AGENDA

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—6:00 pm

- 1.1 Call to Order
- 1.2 Public Comment on Executive Session Topics
- 1.3 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 Oregon Regulation 192.660 (2)e
 - To conduct deliberations with persons designated by the governing body to negotiate real property transactions.
- 2.5 Return to Public Session

3.0 OPENING OF PUBLIC SESSION—Professional Development Center—7:00 pm

- 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 – December 14, 2015

Recommended Action: Approval of Agenda

MOTION: _____ 2nd: _____ AYES: _____ NOES: _____ ABSTAIN: _____

4.0 **COMMUNITY/SCHOOL PRESENTATIONS**

***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.*

6.1 Board Minutes from Date Board Meeting (Attachment)

6.2 Check Register: 27787-27934 (Attachment)

MOTION: _____ 2nd: _____ AYES: _____ NOES: _____ ABSTAIN: _____

7.0 **ACTION DISCUSSION**

7.1 Recommendation: Approve Senior Trip and fundraising—Presented by Ms. Taylor and the Lowell Senior Class Representatives

Explanatory Statement: Per Board Policy, any out of state travel by Lowell students must be approved by the Lowell School Board

MOTION: _____ 2nd: _____ AYES: _____ NOES: _____ ABSTAIN: _____

7.2 Recommendation: 2nd reading and Approval of OSBA Board Policies: DJC-AR, EBCB, EBC/EBCA, EFA, EFA-AR, EFAA-AR, GCBDA/GDBDA-AR(1), GCBDA/GDBDA-AR(2), GCBDA/GDBDA-AR (4), (delete)IGAL, JFCF, KL, LL-AR, LBE-AR—Presented by Dr. Hanline (Attachment)

Explanatory Statement: OSBA updates and changes to policy to review and adopt as the board deems appropriate

MOTION: _____ 2nd: _____ AYES: _____ NOES: _____ ABSTAIN: _____

7.3 Recommendation: Approve selection of John VonDoloski and consultant contract—Presented by Dr. Hanline (Attachment)

Explanatory Statement: Mr. VonDoloski will lead the implementation of the Home School Charter

MOTION: _____ 2nd: _____ AYES: _____ NOES: _____ ABSTAIN: _____

7.4 Recommendation: Approve the School District Transit Dollar Request for the fiscal year 2016-2017 to not exceed 50% of district funds from the Lane Education Service District—Presented by Dr. Hanline (Attachments)

Explanatory Statement: Pursuant to ORS 334.177, as amended by 2013 House Bill 3401, component school districts may request a percentage of the state formula revenue received by Lane ESD to be distributed to the school district for any purpose identified by the school district board. If Districts request more than 50% of funds, they may no longer vote for the local service plan and 100% request of funds removes the district from the local ESD

MOTION: _____ 2nd: _____ AYES: _____ NOES: _____ ABSTAIN: _____

8.0 INFORMATION AND STUDY

8.1 Master Facility Planning Report—Presented by Mr. Matthews

8.2 Utility Report—due to the limited time between meetings, there were no changes to report at this time

8.3 Activity Fund Report—Referred by Ms. Weathers (Attachment)

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

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

8.6 Student Body Representative Report—Presented by Ms. Owsley

8.7 Principals Report—Presented by Ms. Graham

8.8 Superintendent's Report—Presented by Dr. Hanline

8.9 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

November 23, 2015

Professional Development Center

6:00 pm – Study session immediately followed by Executive Session

7:00 pm - Public Session

AGENDA

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—6:00 pm

1.1 Call to Order

2.0 STUDY SESSION—Professional Development Center

2.1 Emergency planning and preparedness—presented by Dr. Hanline (Attachment)

2.1.1 Overview of District Emergency planning and preparedness—presented by Ms. Graham

- Tragedy response vs. emergency preparedness
- Is the Emergency preparedness manual up to date?
 - Trained staff for response or preparedness
 - Goal to broaden the scope to include and involve the community
 - Revisit the school maps and room numbers to be sure we are up to date
 - Up to date with drills and trainings
 - ALICE training—February 9th training for all staff
 - Information regarding the dam breaking and bridge access
 - Concern regarding the site for evacuation and where to safely evacuate
- Threat assessment
 - Overcoming threats through evaluation, assessment, and response
 - Lock down rooms

2.1.2 Presentation and Request from Mountain View Charter Academy

- Laurie Cardwell—director of MVA
- Federal law prohibits guns on campus but State law allows for concealed weapons to be carried on campus; however staff cannot weather they have concealed permit or not
- Jake Stone with Nathan Cortez

- It has to be written into the job description of the teacher/staff carrying the weapon (it will not be anonymous)
- Staff member has to be DPSST certified
- Jef Jalof: Mr. Jalof is against arming staff
- Dr. Harold Maier: recommends that this district not arm the staff; Dr. Maier has done research on this topic in the past and feels that the information presented was inaccurate and misleading
 - Compensation for staff who are armed?
- Nicholas Thompson: agrees with the idea of keeping the kids safe but he feels that the only way to do that is to arm the staff
 - Mr. Thompson believes that the staff actually have to be armed and the guns should not be locked in a safe in the classroom
- Jerry Valencia: pro arming staff
 - due to his knowledge from his profession, there would be no money to actually build a safe room;
 - hiring professionals would not be affordable;
 - arming staff is more affordable and you get more “bang for your buck” and can be phased out
- Kristin Cardwell: pro arming staff
 - concerns with how she will protect her students and is for arming the staff as the only option
 - Feels that compensation is not an issue
- Board requests additional information and a committee convened for study of this topic; there will be no change to the current policy at this time

2.2 Public Comment on Executive Session Topics

2.3 Convene to Executive Session

3.0 **EXECUTIVE SESSION—Superintendent’s Office Conference Room**

3.1 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.

3.1.1 Discussion of Superintendent’s Annual Objectives and Evaluation Process

3.2 Pursuant to ORS 192.660 (2) (d).

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

3.3 Pursuant to ORS 192.660 (2)(f)

To consider records exempt by law from public inspection.

3.4 Oregon Regulation 192.660 (2)e

To conduct deliberations with persons designated by the governing body to negotiate real property transactions.

- The Lowell School Board considered the items reflected on the Executive Session Agenda and no action was taken.

3.5 Return to Public Session

4.0 **OPENING OF PUBLIC SESSION—Professional Development Center—7:00 pm**

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 – November 23, 2015

Recommended Action: Approval of Agenda

MOTION: Suzanne Kintzley 2nd: Mike Galvin AYES: 5 NOES: 0 ABSTAIN: 0

5.0 **COMMUNITY/SCHOOL PRESENTATIONS**

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

6.0 **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.*

7.0 **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.*

7.1 Board Minutes from October 26, 2015 Board Meeting (Attachment)

7.2 Check Register: 27617-27786 (Attachment)

MOTION: Jim Chapman 2nd: Joyce Donnell AYES: 5 NOES: 0 ABSTAIN: 0

8.0 **ACTION DISCUSSION**

8.1 Recommendation: Approval of out of state travel by the Lowell band and choir —Presented by Mr. Burch

- 105 students enrolled in elective music programs
 - 6 times the national average
 - 60% of all students
- Support of board and administration is appreciated
- Spring trip is a big incentive for many of the students' participation

- \$6000+ already in the bank
 - More money needs to be raised—the trip will be more cost effective, but there are more students
- Two possible options: Seattle or Canada
 - Students do not have to have passports, but adults do
- Dr. Hanline requests that there be additional research on insurance coverage for out of state travel
- June 2-5; possibly 30-35 students and 5 chaperones with Mr. Burch

Explanatory Statement: Mr. Burch will be presenting information regarding the participation and programs in the music department. He will also be presenting information about out of state travel for the band and choir, and asking for approval, per board policy.

MOTION: Mike Galvin 2nd: Suzanne Kintzley AYES: 5 NOES: 0 ABSTAIN: 0

8.2 Recommendation: Approve the Lowell School Board vote for the OSBA Board position #6 for Sherry Duerst-Higgins, and for LPC position #6, for Jim Chapman —Presented by Dr. Hanline (Attachment)

Explanatory Statement: Voting for the OSBA Board and Legislative Policy Committee are open. The board must vote for one candidate from each of these positions, or abstain from voting, and submit it prior to December 18, 2015.

MOTION: Suzanne Kintzley 2nd: Joyce Donnell AYES: 5 NOES: 0 ABSTAIN: 0

9.0 **INFORMATION AND STUDY**

9.1 Student Body Representative Report—Presented by Ms. Owsley

- ASB Leadership conference in Seaside on how to improve for the future
- College application week
- Wrestling and Basketball have begun
- Title night had over 100 attendees
- Book fair was a success
- 1st and 2nd grade went to the pumpkin patch
- Band concerts are coming up
- Elementary has and awards ceremony Dec. 2
- 18 graduates from our school this year

9.2 OSBA Policy 1st Reading—Presented by Dr. Hanline (Attachment)

9.3 Report on OSBA convention—Presented by Board Members, Dr. Hanline and Mr. Matthews

- Jim: 40-40-20, tech, Hermiston HS house project, not your grandfather's shop, school safety
- Joyce: Bonds, beyond the lockdown (ALICE); Growing students to be active citizens,
- Mike: Superintendent's contract; negotiations;
- Suzanne: ALICE; students being prepared for the next step in life but not necessary for all kids to go to college;
- Walt: Bond money; seismic grants;
- Johnie: bonds; seismic grants and evaluation;

9.4 Master Facility Planning Report—Presented by Mr. Matthews

- Seismic grant info
- Survey

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

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

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

9.8 Activity Fund Report—Referred by Ms. Weathers (Attachment)

9.9 Principals Report—Presented by Ms. Graham

- Social studies teacher has a dance background and has started a dance club
- Honor society being reinstated
- On target for graduation
- College now classes added
- KITS grant
 - \$2300 worth of PE equipment from a grant
 - Let's move grant through NIKE \$3000

9.10 Superintendent's Report—Presented by Dr. Hanline

9.11 Board Members' Report

10.0 ADJOURNMENT

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SUNGARD PENTAMATION
 DATE: 12/07/2015
 TIME: 19:37:56

LOWELL SCHOOL DISTRICT #71
 CHECK REGISTER - BY FUND

PAGE NUMBER: 1
 ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20151101 00:00:00.000' and '20151130 00:00:00.000'
 ACCOUNTING PERIOD: 6/16

FUND - 100 - GENERAL FUND

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A101	27787	11/02/15	2552	WESTERN COLLEGIATE	1002321000000000	389	HOME CHARTER CONSUL	0.00	5,000.00
A101	27788	11/03/15	2403	BRIAN BEARD	1002542000000000	410	BLDG MAINTENANCE	0.00	164.84
A101	27788	11/03/15	2403	BRIAN BEARD	1001131000550000	410	WOODSHOP SUPPLIES	0.00	167.09
TOTAL CHECK									331.93
A101	27789	11/03/15	1613	BRIDGEWAY HOUSE	1001250000320000	371	OCT INSTRUCT. SVCS	0.00	8,250.00
A101	27790	11/03/15	1032	CARQUEST AUTO PARTS	1002554000000000	410	VEHICLE SUPPLIES	0.00	130.42
A101	27790	11/03/15	1032	CARQUEST AUTO PARTS	1002554000000000	410	VEHICLE SUPPLIES	0.00	303.94
A101	27790	11/03/15	1032	CARQUEST AUTO PARTS	1002554000000000	410	VEHICLE SUPPLIES	0.00	10.18
TOTAL CHECK									444.54
A101	27791	11/03/15	2329	CDW GOVERNMENT	1002661000000000	480	TECH SUPPLIES	0.00	445.26
A101	27792	11/03/15	1040	CITY OF LOWELL	1002542000000000	327	OCT SEWER/WATER	0.00	1,264.86
A101	27792	11/03/15	1040	CITY OF LOWELL	1002554000000000	327	OCT SEWER/WATER	0.00	84.82
TOTAL CHECK									1,349.68
A101	27793	11/03/15	1259	COASTWIDE LABORATOR	1002542000000000	410	CUSTODIAL SUPPLIES	0.00	86.29
A101	27796	11/03/15	1750	I5-GLASS COMPANY	1002554000000000	322	REPLACE WINDSHIELD	0.00	915.00
A101	27797	11/03/15	1071	JERRY'S BUILDING MA	1002554000000000	410	VEHICLE SUPPLIES	0.00	48.76
A101	27797	11/03/15	1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	50.98
TOTAL CHECK									99.74
A101	27798	11/03/15	1334	LANE COMMUNITY COLL	1002574000000000	355	PRINT 'THE BRIDGE'	0.00	244.50
A101	27799	11/03/15	2312	LANE COUNTY SCHOOL	1002554000000000	322	VEH. #9 INSPECTION	0.00	975.66
A101	27800	11/03/15	2317	LANE FOREST PRODUCT	1002543000000000	410	GROUNDS MAINT.	0.00	66.00
A101	27801	11/03/15	1202	OETC	1002661000000000	480	PROJECTOR	0.00	522.00
A101	27802	11/03/15	2279	OFFICEMAX	1002410000000000	410	OFFICE SUPPLIES	0.00	113.33
A101	27803	11/03/15	1789	OREGON DEPARTMENT O	1002321000000000	640	CRIMINAL HIST. CK	0.00	5.00
A101	27804	11/03/15	1222	PLATT ELECTRIC SUPP	1002542000000000	410	BLDG MAINTENANCE	0.00	152.65
A101	27805	11/03/15	2015	RANDY DOAN	1002543000000000	410	GROUNDS MAINT.	0.00	42.98
A101	27806	11/03/15	2497	SECURITY MONSTER	1002542000000000	329	NOV ALARM SYSTEM	0.00	89.90
A101	27807	11/03/15	2518	SILKE COMMUNICATION	1002554000000000	640	NOV FLEET SVC/FEE	0.00	218.96
A101	27810	11/03/15	2475	WELLS FARGO FINANCI	1002574000000000	355	NOV COPIER LEASE	0.00	585.50
A101	27811	11/03/15	1170	WESTERN BUS SALES	1002554000000000	460	BUS CAMERAS	0.00	9,614.00
A101	27812	11/03/15	1984	WOODWIND & BRASSWIN	1001131000133000	410	SNARE DRUM	0.00	107.35

SUNGARD PENTAMATION
 DATE: 12/07/2015
 TIME: 19:37:56

LOWELL SCHOOL DISTRICT #71
 CHECK REGISTER - BY FUND

PAGE NUMBER: 2
 ACCTPA21

SELECTION CRITERIA: transact.ck_date between '20151101 00:00:00.000' and '20151130 00:00:00.000'
 ACCOUNTING PERIOD: 6/16

FUND - 100 - GENERAL FUND

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A101	27812	11/03/15	1984	WOODWIND & BRASSWIN	1001131000133000	410	PERCUSSION ITEMS	0.00	600.87
A101	27812	11/03/15	1984	WOODWIND & BRASSWIN	1001131000133000	410	AMP/SPEAKER CABINET	0.00	631.55
A101	27812	11/03/15	1984	WOODWIND & BRASSWIN	1001131000133000	410	PERCUSSION ITEMS	0.00	91.94
A101	27812 V	11/03/15	1984	WOODWIND & BRASSWIN	1001131000133000	410	PERCUSSION ITEMS	0.00	-91.94
A101	27812 V	11/03/15	1984	WOODWIND & BRASSWIN	1001131000133000	410	SNARE DRUM	0.00	-107.35
A101	27812 V	11/03/15	1984	WOODWIND & BRASSWIN	1001131000133000	410	PERCUSSION ITEMS	0.00	-600.87
A101	27812 V	11/03/15	1984	WOODWIND & BRASSWIN	1001131000133000	410	AMP/SPEAKER CABINET	0.00	-631.55
TOTAL CHECK								0.00	0.00
A101	27842	11/10/15	2408	BOOKPAL	1001131000100000	420	LANG ARTS TEXTBOOKS	0.00	852.25
A101	27844	11/10/15	2160	BUDGET BLINDS OF EU	1002542000000000	460	DRAMA ROOM BLINDS	0.00	983.00
A101	27846	11/10/15	1565	COLETTE ULLRICH	1001111000000000	410	POSTER FRAMES	0.00	30.92
A101	27847	11/10/15	1705	DAN SMITH	1002554000000000	410	TRAILER LETTERING	0.00	92.62
A101	27850	11/10/15	1066	HUNGERFORD LAW FIRM	1002310000000000	382	OCT LEGAL SVCS	0.00	204.16
A101	27851	11/10/15	1071	JERRY'S BUILDING MA	1001131000550000	410	WOODSHOP SHELVING	0.00	92.21
A101	27851	11/10/15	1071	JERRY'S BUILDING MA	1002554000000000	410	TRAILER TARP	0.00	39.33
A101	27851	11/10/15	1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	52.17
A101	27851	11/10/15	1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	9.08
A101	27851	11/10/15	1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	10.45
A101	27851	11/10/15	1071	JERRY'S BUILDING MA	1002661000000000	410	TECH SUPPLIES	0.00	15.98
A101	27851	11/10/15	1071	JERRY'S BUILDING MA	1002542000000000	460	MAINT. LADDER	0.00	29.99
A101	27851	11/10/15	1071	JERRY'S BUILDING MA	1001131000550000	410	WOODSHOP SUPPLIES	0.00	32.98
TOTAL CHECK								0.00	282.19
A101	27852	11/10/15	2105	JOHNIE MATTHEWS	1002410000000000	340	MATTHEWS MILEAGE	0.00	274.83
A101	27853	11/10/15	2323	KENNETH DORSEY	1002554000000000	410	TRANSP. SUPPLIES	0.00	84.92
A101	27855	11/10/15	2222	MELISSA ASHER	1002554000000000	640	FINGERPRINTING	0.00	15.00
A101	27856	11/10/15	1789	OREGON DEPARTMENT O	1002321000000000	640	CRIMINAL HIST. CKS	0.00	10.00
A101	27858	11/10/15	1222	PLATT ELECTRIC SUPP	1002542000000000	410	BLDG MAINTENANCE	0.00	81.58
A101	27860	11/10/15	1227	PSAT/NMSQT	1002230000000000	410	PSAT TESTING	0.00	210.00
A101	27861	11/10/15	2167	SANIPAC	1002542000000000	328	OCT HS GARBAGE	0.00	194.08
A101	27861	11/10/15	2167	SANIPAC	1002542000000000	328	OCT LUNDY GARBAGE	0.00	353.35
TOTAL CHECK								0.00	547.43
A101	27862	11/10/15	2441	SCHELSKY'S LANDSCAP	1002543000000000	590	SPRINKLER SYS. ADD.	0.00	4,380.00
A101	27863	11/10/15	2556	SCOTT AVILA	1002554000000000	640	FINGERPRINTING	0.00	15.45
A101	27864	11/10/15	2242	SQUARE DEAL LUMBER	1002542000000000	410	BLDG MAINTENANCE	0.00	85.75
A101	27864	11/10/15	2242	SQUARE DEAL LUMBER	1002554000000000	410	RECYCLE TRAILER	0.00	85.92
TOTAL CHECK								0.00	171.67

SUNGARD PENTAMATION
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A101	27867	11/10/15	1623	WILLAMETTE ESD	1002321000000000	470	NOV PENTAMATION	0.00	826.59
A101	27868	11/10/15	2510	WILLAMETTE VALLEY A	1002321000000000	410	CLOCKS	0.00	770.00
A101	27869	11/10/15	2265	WOODCRAFT 515	1001131000550000	420	WOODSHOP TEXTS	0.00	39.90
A101	27870	11/10/15	1984	WOODWIND & BRASSWIN	1001131000133000	460	PERCUSSION ITEMS	0.00	91.94
A101	27870	11/10/15	1984	WOODWIND & BRASSWIN	1001131000133000	460	DRUM STAND	0.00	107.35
TOTAL CHECK								0.00	199.29
A101	27874	11/18/15	1230	CENTURY LINK	1002542000000000	351	PHONE SERVICE	0.00	307.74
A101	27875	11/18/15	1804	A-1 FIRE PROTECTION	1002554000000000	322	FIRE EXT. INSPECTIO	0.00	124.50
A101	27876	11/18/15	1004	AIRGAS NORPAC	1002542000000000	410	BLDG MAINTENANCE	0.00	14.92
A101	27878	11/18/15	1032	CARQUEST AUTO PARTS	1002554000000000	410	VEHICLE SUPPLIES	0.00	26.45
A101	27879	11/18/15	1259	COASTWIDE LABORATOR	1002542000000000	410	CUSTODIAL SUPPLIES	0.00	744.55
A101	27879	11/18/15	1259	COASTWIDE LABORATOR	1002542000000000	410	CUSTODIAL SUPPLIES	0.00	-38.46
TOTAL CHECK								0.00	706.09
A101	27880	11/18/15	1565	COLETTE ULLRICH	1002410000000000	410	MODERNE PICTURES	0.00	21.00
A101	27881	11/18/15	2478	DEAD MOUNTAIN ECHO	1002520000000000	354	JOB ADS	0.00	33.00
A101	27882	11/18/15	2127	DEBI MCNAMARA	1002520000000000	340	MCNAMARA CONF TRAVE	0.00	88.55
A101	27883	11/18/15	2560	EARLY LEARNING	1002240000000000	340	GREEN READING CONF.	0.00	425.00
A101	27884	11/18/15	2141	GRAINGER	1002554000000000	410	VEHICLE SUPPLIES	0.00	32.88
A101	27886	11/18/15	2514	J & K ELECTRICAL LL	1002542000000000	410	WREST. RM ELECTRICA	0.00	357.82
A101	27887	11/18/15	1070	JERRY BROWN COMPANY	1002554000000000	411	VEHICLE FUEL	0.00	1,912.68
A101	27888	11/18/15	1071	JERRY'S BUILDING MA	1002554000000000	410	RECYCLE TRAILER	0.00	26.90
A101	27888	11/18/15	1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	137.87
A101	27888	11/18/15	1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	9.92
A101	27888	11/18/15	1071	JERRY'S BUILDING MA	1002542000000000	410	TRANSP. SUPPLIES	0.00	13.07
TOTAL CHECK								0.00	187.76
A101	27889	11/18/15	2105	JOHNIE MATTHEWS	1002410000000000	340	MATTHEWS CONF TRAVE	0.00	171.62
A101	27890	11/18/15	2226	KANDAYCE DAY	1002410000000000	340	DAY TRAINING TRAVEL	0.00	166.56
A101	27891	11/18/15	2085	KAREN CARDWELL	1002222000000000	640	OBOB REGISTRATION	0.00	150.00
A101	27892	11/18/15	2323	KENNETH DORSEY	1002554000000000	410	PROPANE	0.00	58.37
A101	27893	11/18/15	2483	NATIONAL PHOTOCOPY	1002574000000000	355	COPIES	0.00	297.10

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	27894	11/18/15	2279	OFFICEMAX	1002410000000000	410	OFFICE SUPPLIES	0.00	74.15
A101	27895	11/18/15	1789	OREGON DEPARTMENT O	1002321000000000	640	CRIMINAL HIST. CKS	0.00	10.00
A101	27896	11/18/15	1211	OSBA	1002310000000000	640	NOV POLICY PLUS FEE	0.00	50.00
A101	27897	11/18/15	2561	SIGNS NOW	1002554000000000	410	RECYCLE TRAILER SIG	0.00	51.00
A101	27898	11/18/15	2562	SILVERSTONE GROUP	1002520000000000	640	ACTUARIAL VALUATION	0.00	1,800.00
A101	27901	11/18/15	1166	VERIZON	1002554000000000	351	BUS CELL PHONES	0.00	43.63
A101	27901	11/18/15	1166	VERIZON	1002542000000000	351	CELL PHONE SERVICE	0.00	134.95
A101	27901	11/18/15	1166	VERIZON	1002554000000000	351	TRANSP. CELL PHONE	0.00	7.66
TOTAL CHECK								0.00	186.24
A101	27902	11/18/15	2301	WALT HANLINE	1002310000000000	410	BOARD MTG SUPPLIES	0.00	10.78
A101	27902	11/18/15	2301	WALT HANLINE	1002321000000000	340	HANLINE CONF. TRAVE	0.00	382.33
TOTAL CHECK								0.00	393.11
A101	27903	11/18/15	1170	WESTERN BUS SALES	1002554000000000	322	BUS #12 REPAIR	0.00	166.13
A101	27903	11/18/15	1170	WESTERN BUS SALES	1002554000000000	322	BUS #5 & #8 REPAIRS	0.00	174.52
TOTAL CHECK								0.00	340.65
A101	27904	11/18/15	1002	AFLAC	100	L472.125	DED:8017 AFLAC DSBL	0.00	14.98
A101	27904	11/18/15	1002	AFLAC	100	L472.125	DED:8108 AFLAC CNCR	0.00	41.65
A101	27904	11/18/15	1002	AFLAC	100	L472.125	DED:8011 AFLAC STD	0.00	42.43
A101	27904	11/18/15	1002	AFLAC	100	L472.125	DED:8010 AFLAC ACDN	0.00	65.39
A101	27904	11/18/15	1002	AFLAC	100	L472.125	DED:8106 AFLAC P/A	0.00	123.76
TOTAL CHECK								0.00	288.21
A101	27905	11/18/15	1701	AMERICAN FIDELITY A	100	L472.731	DED:7299 CANCER A/T	0.00	6.00
A101	27905	11/18/15	1701	AMERICAN FIDELITY A	100	L472.734	DED:7310 A/F ACCIDE	0.00	33.40
A101	27905	11/18/15	1701	AMERICAN FIDELITY A	100	L472.734	DED:7304 125 ACIDNT	0.00	41.90
A101	27905	11/18/15	1701	AMERICAN FIDELITY A	100	L472.731	DED:7309 A/F CANCER	0.00	53.90
A101	27905	11/18/15	1701	AMERICAN FIDELITY A	100	L472.731	DED:7301 A/F-CANCER	0.00	118.70
A101	27905	11/18/15	1701	AMERICAN FIDELITY A	100	L472.730	DED:7300 A/F-DSBLTY	0.00	146.10
A101	27905	11/18/15	1701	AMERICAN FIDELITY A	100	L472.738	DED:7308 A.F. LIFE	0.00	150.50
TOTAL CHECK								0.00	550.50
A101	27906	11/18/15	1795	AMERICAN FIDELITY A	100	L472.076	DED:7111 TSA AM/FID	0.00	460.15
A101	27906	11/18/15	1795	AMERICAN FIDELITY A	100	L472.076	DED:7110 TSA-AM.FID	0.00	2,400.00
TOTAL CHECK								0.00	2,860.15
A101	27907	11/18/15	1710	AMERICAN FIDELITY A	100	L472.732	DED:7302 UNREMB MED	0.00	266.66
A101	27907	11/18/15	1710	AMERICAN FIDELITY A	100	L472.336	DED:7306 CHILDCARE	0.00	416.66
TOTAL CHECK								0.00	683.32
A101	27908	11/18/15	2321	AMERICAN FIDELITY H	100	L472.735	DED:7298 AM/FID HSA	0.00	1,994.99
A101	27909	11/18/15	1050	LOWELL EDUCATION AS	100	L472.016	DED:8201 LEA	0.00	600.00

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A101	27910	11/18/15	1063	LOWELL S.D. SCHOLAR	100	L472.420	DED:8103 L. SCHOLAR	0.00	68.00
A101	27911	11/18/15	1206	OREGON DEPARTMENT O	100	L472.099	DED:0099 OR.DEPT.RV	0.00	391.42
A101	27912	11/18/15	1051	OREGON EDUCATION AS	100	L472.012	DED:8200 OEA	0.00	1,204.70
A101	27913	11/18/15	1052	OREGON SCHOOL EMPLO	100	L472.013	DED:8202 OSEA	0.00	561.23
A101	27914	11/18/15	1939	OSEA CHAPTER 118	100	L472.118	DED:8118 OSEA 118	0.00	9.50
A101	27915	11/18/15	2183	LEGAL SHIELD	100	L472.740	DED:7350 PP LEGAL	0.00	93.65
A101	27916	11/18/15	2342	TEXAS LIFE	100	L472.736	DED:7606 TEXAS LIFE	0.00	48.00
A101	27916	11/18/15	2342	TEXAS LIFE	100	L472.736	DED:7607 TEXAS LIFE	0.00	94.35
TOTAL CHECK								0.00	142.35
A101	27917	11/18/15	2398	MOUNTAIN VIEW ACADE	1001288000000000	360	MVA NOV SSF PAYMENT	0.00	52,385.00
A101	27918	11/19/15	2563	BANNER BANK	1002552000000000	510	BUS BARN PROPERTY	0.00	15,561.04
A101	27919	11/19/15	1626	LOWELL SCHOOL DISTR	100	A103	PETTY CASH - LUNDY	0.00	50.00
A101	27920	11/24/15	2451	CARD SERVICE CENTER	1002310000000000	410	BOARD SUPPLIES	0.00	163.11
A101	27920	11/24/15	2451	CARD SERVICE CENTER	1002410000000000	340	MATTHEWS TRAVEL	0.00	169.57
A101	27920	11/24/15	2451	CARD SERVICE CENTER	1002321000000000	340	SUPT MTG MEALS	0.00	177.03
A101	27920	11/24/15	2451	CARD SERVICE CENTER	1002520000000000	340	MCNAMARA TRAVEL	0.00	202.90
A101	27920	11/24/15	2451	CARD SERVICE CENTER	1002525000000000	640	MVA PAYROLL FEE	0.00	30.00
A101	27920	11/24/15	2451	CARD SERVICE CENTER	1002542000000000	410	BLDG MAINTENANCE	0.00	74.99
A101	27920	11/24/15	2451	CARD SERVICE CENTER	1002321000000000	410	RECOGNITION GIFT	0.00	75.00
A101	27920	11/24/15	2451	CARD SERVICE CENTER	1002543000000000	410	GROUNDS MAINT.	0.00	307.07
A101	27920	11/24/15	2451	CARD SERVICE CENTER	1002410000000000	460	CLASSROOM MAT	0.00	311.25
A101	27920	11/24/15	2451	CARD SERVICE CENTER	1002321000000000	340	SUPT CONF TRAVEL	0.00	530.76
A101	27920	11/24/15	2451	CARD SERVICE CENTER	1002410000000000	340	MATTHEWS CONF TRAVE	0.00	575.14
A101	27920	11/24/15	2451	CARD SERVICE CENTER	1002520000000000	340	MCNAMARA CONF FEES	0.00	920.00
A101	27920	11/24/15	2451	CARD SERVICE CENTER	1002310000000000	340	BOARD CONF TRAVEL	0.00	2,022.48
A101	27920	11/24/15	2451	CARD SERVICE CENTER	1002542000000000	460	HS BLDG SAFE	0.00	2,665.00
TOTAL CHECK								0.00	8,224.30
A101	27922	11/24/15	1070	JERRY BROWN COMPANY	1002554000000000	411	VEHICLE FUEL	0.00	1,946.50
A101	27923	11/24/15	2303	JIM CHAPMAN	1002310000000000	340	CHAPMAN TRAVEL	0.00	155.25
A101	27924	11/24/15	1302	JOHN BOYLE	1002120000000000	340	MILEAGE REIMBURSEME	0.00	556.60
A101	27925	11/24/15	2105	JOHNNIE MATTHEWS	1002410000000000	340	MATTHEWS TRAVEL	0.00	66.32
A101	27929	11/24/15	2483	NATIONAL PHOTOCOPY	1002574000000000	355	COPIES	0.00	645.50
A101	27929	11/24/15	2483	NATIONAL PHOTOCOPY	1002574000000000	322	LUNDY COPIER REPAIR	0.00	149.00
TOTAL CHECK								0.00	794.50
A101	27930	11/24/15	2279	OFFICEMAX	1002410000000000	410	OFFICE SUPPLIES	0.00	132.86

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A101	27931	11/24/15	1789	OREGON DEPARTMENT O	1002321000000000	640	CRIMINAL HIST. CK	0.00	5.00
A101	27932	11/24/15	2459	PROGRASS	1002543000000000	322	LAWN TREATMENT	0.00	127.00
A101	27933	11/24/15	2510	WILLAMETTE VALLEY A	1002310000000000	410	PLAQUE	0.00	15.00
A101	27934	11/30/15	1225	POSTMASTER	1002574000000000	353	'THE BRIDGE' PRINTI	0.00	94.87
TOTAL CASH ACCOUNT								0.00	137,174.17
TOTAL FUND								0.00	137,174.17

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FUND - 206 - P.E. GRANT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	27849	11/10/15	2557	HEALTHY MOVES	2061111000000000	389	PE INSTRUCTION	0.00	3,788.07
A101	27885	11/18/15	2557	HEALTHY MOVES	2061111000000000	389	PE INSTRUCTION	0.00	6,107.10
TOTAL CASH ACCOUNT								0.00	9,895.17
TOTAL FUND								0.00	9,895.17

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FUND - 226 - TITLE I 14-15

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	27899	11/18/15	1776	SYSCO FOOD SERVICES	2261272000000000	410	FAMILY NIGHT FOOD	0.00	289.49
TOTAL CASH ACCOUNT								0.00	289.49
TOTAL FUND								0.00	289.49

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FUND - 275 - EBISS DEPTH 14-15

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	27880	11/18/15	1565	COLETTE ULLRICH	2752240000000000	410	STUDENT INCENTIVES	0.00	3.88
A101	27920	11/24/15	2451	CARD SERVICE CENTER	2752240000000000	340	PBIS CONF TRAVEL	0.00	591.70
A101	27928	11/24/15	1792	MAUREEN WEATHERS	2752240000000000	410	STUDENT INCENTIVES	0.00	100.00
TOTAL CASH ACCOUNT								0.00	695.58
TOTAL FUND								0.00	695.58

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FUND - 283 - MISCELLANEOUS GRANTS

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	27873	11/13/15	1658	AMBER HANSEN	2832240000320300	342	IEP TRAINING MILEAG	0.00	84.76
TOTAL CASH ACCOUNT								0.00	84.76
TOTAL FUND								0.00	84.76

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FUND - 287 - AFTER SCHOOL PROGRAM

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	27926	11/24/15	2341	KRISTON MALOY-HILL	2871111000000000	410	ASC SUPPLIES	0.00	22.80
TOTAL CASH ACCOUNT								0.00	22.80
TOTAL FUND								0.00	22.80

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FUND - 295 - ATHLETICS & ACTIVITIES

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	27854	11/10/15	1792	MAUREEN WEATHERS	2951132000000710	410	FOOTBALL MEALS	0.00	540.00
A101	27864	11/10/15	2242	SQUARE DEAL LUMBER	2951132000000790	410	STAGE MATERIAL	0.00	1,548.00
A101	27927	11/24/15	1084	LANE COUNTY FOOTBAL	2951132000000710	380	FOOTBALL OFFICIALS	0.00	696.50
TOTAL CASH ACCOUNT								0.00	2,784.50
TOTAL FUND								0.00	2,784.50

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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	27794	11/03/15	1565	COLETTE ULLRICH	2973100000000000	410	CAFETERIA SUPPLIES	0.00	19.35
A101	27795	11/03/15	2291	EARTH20	2973100000000000	450	BOTTLED WATER	0.00	25.15
A101	27795	11/03/15	2291	EARTH20	2973100000000000	450	BOTTLED WATER	0.00	25.15
TOTAL CHECK									50.30
A101	27808	11/03/15	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	1,694.44
A101	27808	11/03/15	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	2,068.79
TOTAL CHECK									3,763.23
A101	27809	11/03/15	2193	UMPQUA DAIRY	2973100000000000	450	FOOD SUPPLIES	0.00	250.70
A101	27843	11/10/15	2336	BROTHERS PLUMBING	2973100000000000	322	CAFE. PIPING REPAIR	0.00	683.00
A101	27846	11/10/15	1565	COLETTE ULLRICH	2973100000000000	410	CAFE. FLAG POLE	0.00	17.70
A101	27865	11/10/15	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	1,797.51
A101	27865	11/10/15	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	836.45
A101	27865	11/10/15	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD CREDIT	0.00	-36.46
A101	27865	11/10/15	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD CREDIT	0.00	-36.27
A101	27865	11/10/15	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD CREDIT	0.00	-28.50
A101	27865	11/10/15	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD CREDIT	0.00	-28.36
A101	27865	11/10/15	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD CREDIT	0.00	-18.27
TOTAL CHECK									2,486.10
A101	27866	11/10/15	2193	UMPQUA DAIRY	2973100000000000	450	FOOD SUPPLIES	0.00	370.60
A101	27877	11/18/15	2377	BILLY REID	2973100000000000	389	REID DEC CONSULTING	0.00	2,000.00
A101	27894	11/18/15	2279	OFFICEMAX	2973100000000000	410	CAFE. SUPPLIES	0.00	5.63
A101	27899	11/18/15	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	3,166.07
A101	27899	11/18/15	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	1,056.72
A101	27899	11/18/15	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	1,611.93
TOTAL CHECK									5,834.72
A101	27900	11/18/15	2193	UMPQUA DAIRY	2973100000000000	450	FOOD SUPPLIES	0.00	228.90
A101	27900	11/18/15	2193	UMPQUA DAIRY	2973100000000000	450	FOOD SUPPLIES	0.00	359.70
TOTAL CHECK									588.60
TOTAL CASH ACCOUNT								0.00	16,069.93
TOTAL FUND								0.00	16,069.93

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FUND - 400 - CAPITAL PROJECTS

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	27845	11/10/15	2329	CDW GOVERNMENT	4002660000000000	550	FIREWALL LICENSES	0.00	1,252.03
A101	27848	11/10/15	2555	GLAS ARCHITECTS, LL	4002540001000608	590	JUL ARCHTECT SVCS	0.00	25,932.88
A101	27857	11/10/15	1819	OVERHEAD DOOR CO.	4002540000000650	590	ANN. BOOTH DOOR	0.00	795.00
A101	27859	11/10/15	2558	PREFERRED CONSTRUCT	4003100000000000	540	FREEZER PROJECT	0.00	133,527.00
A101	27864	11/10/15	2242	SQUARE DEAL LUMBER	4002540000000650	590	ANNOUNCER'S BOOTH	0.00	73.38
A101	27864	11/10/15	2242	SQUARE DEAL LUMBER	4002540000000650	590	ANNOUNCER'S BOOTH	0.00	119.00
A101	27864	11/10/15	2242	SQUARE DEAL LUMBER	4002540000000650	590	ANNOUNCER'S BOOTH	0.00	38.00
TOTAL CHECK								0.00	230.38
A101	27872	11/12/15	2559	CUSTOM-BILT METALS	4002540000000650	590	ANN. BOOTH SIDING	0.00	2,861.64
A101	27921	11/24/15	2555	GLAS ARCHITECTS, LL	4002540001000608	590	OCT ARCHITECT SVCS	0.00	282.41
TOTAL CASH ACCOUNT								0.00	164,881.34
TOTAL FUND								0.00	164,881.34
TOTAL REPORT								0.00	331,897.74

Oregon School Boards Association Selected Sample Policy

Code: **DJC-AR**
Revised/Reviewed: **Recommend Adoption**

Special Procurements and Exemptions from Competitive Bidding

SPECIAL PROCUREMENTS

The district shall submit a written request to the Board, acting as the Local Contract Review Board (LCRB), that describes the contracting procedure, the goods and services or class of goods and services that are the subject of the special procurement and circumstances that justify the use of a special procurement under the standards as follows: the special procurement is unlikely to encourage favoritism in the awarding of a public contract or to substantially diminish competition for public contracts and, (A) is reasonably expected to result in substantial cost savings to the district or to the public, or (B) otherwise substantially promote the public interest in a matter that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065, 279B.070 or under any related rules. Public notice of the approval of a special procurement must be given in the same manner as provided in ORS 279B.055(4). If the district intends to award a contract through special procurements that calls for competition among prospective contractors, the district shall award the contract to the contractor it determines to be most advantageous to the district. When the LCRB approves a class special procurement the district may award contracts to acquire goods and services within the class of goods and services in accordance with the terms of the approval without making a subsequent request for a special procurement.

1. Brand Names or Products, “Or Equal,” Single Seller and Sole Source

- a. The district may purchase brand names or products from a single seller or sole source without competitive bidding subject to the limitations of this rule.
- b. Solicitation specifications for public contracts of the district shall not expressly or implicitly require any product of any particular manufacturer or seller except as expressly authorized in subsections c. and d. of this rule.
- c. The district may specify a particular brand name or equal specification when the use of a brand name or equal specification is advantageous to the district, because the brand name describes the standard of quality, performance, functionality and other characteristics of the product needed by the district.
 - (1) The district is entitled to determine what constitutes a product that is equal or superior to the product specified, and any such determination is final;
 - (2) The district is not prohibited from specifying one or more comparable products as examples of the quality, performance, functionality or other characteristics of the product needed by the district;
 - (3) A brand name specification may be prepared and used only if the district determines for a solicitation or class of solicitations that only the identified brand name specification will meet the needs of the district based on one or more of the following written determinations:
 - (a) The use of a brand name specification is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts; or

- (b) Specification of the brand name, mark or product would result in cost savings to the district; or
 - (c) There is only one manufacturer or seller of the product of the quality, performance or functionality required; or
 - (d) The efficient utilization of existing goods requires the acquisition of compatible goods and services.
- d. The district may award a contract for goods or services without competition when the LCRB determines in writing that the goods or services, or the class of goods or services, are available from only one source. The determination of the source must be based upon written findings that shall include:
 - (1) A brief description of the contract or contracts to be covered, including contemplated future purchases;
 - (2) Description of the product or service to be purchased; and
 - (3) The reasons the district is seeking this procurement method, which shall include any of the following:
 - (a) That the efficient utilization of existing goods requires the acquisition of compatible goods or services; or
 - (b) That the goods or services required for the exchange of software or data with other public or private agencies are available from only one source; or
 - (c) That the goods or services are for use in a pilot or an experimental project; or
 - (d) To the extent reasonably practical, the contracting agency shall negotiate with the sole source to obtain contract terms advantageous to the contracting agency.
- e. The district may specify a product or service available from only one manufacturer but available through multiple sellers after complying with subsection c. above documenting the procurement file with the following information:
 - (1) If the total purchase is over \$5,000 but does not exceed \$150,000, and a comparable product or service is not available under an existing Mandatory Use Contract, the district must obtain informal competitive quotes, bids or proposals and document this process in the procurement file;
 - (2) If the purchase does not exceed \$150,000, and the supplies or services are not available under an existing price agreement for information technology with competing products or Mandatory Use Contract, the district must first request and obtain prior written authorization from the LCRB to proceed with the acquisition.
- f. If the district intends to make several purchases of brand name-specific supplies and services from a particular manufacturer or seller for a period not to exceed five years, the district must so state this in the procurement file and in the solicitation document, if any, or a public notice of a solicitation. If the total purchase amount is estimated to exceed \$150,000, this shall be stated in the advertisement for bids or proposals.

Findings of Fact/Conclusion of Compliance with Law (OAR 125-247-0275)

The district shall submit a written request to the local contract review board that describes the contracting procedure, goods and services subject of the special procurement and the circumstances that justify the use of the special procurement.

- a. It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts and is reasonably expected to result in substantial cost savings to the district which could not be realized under ORS 279B.055, 279B.060, 279B.065 or 279B.070 as required by ORS 279B.085(4).
- b. Public notice of the approval must be given in the same manner as provided in ORS 279B.055(4).
- c. This rule requires the districts to make a good faith effort to determine that no other sources are available for the specified products.
- d. The district maintains open lists from which vendors are contacted for quotations and utilizes electronic means of determining new vendors on an ongoing basis.
- e. The awarding of a contract as described in this special procurement should result in substantial cost savings by virtue of the ability to reduce solicitation costs when it is known that comparable products are not available, or when specifying another product solely to meet a competition requirement might lead to lower initial cost but longer lifetime cost.
- f. When the local review board approves a class special procurement the district may award contracts to acquire goods and services within the class of goods and services in accordance with the terms of the approval without making a subsequent request for procurement.

2. Advertising Contracts, Purchase of

- a. The district may purchase advertising in any media, regardless of a dollar amount, without competitive bidding.
- b. The Board acting as the LCRB of the district must use competitive methods whenever possible to achieve best value and must document in the procurement file the reasons why a competitive process was deemed impractical and the resulting contract must be in writing.
- c. If the anticipated purchase exceeds \$5,000 and a competitive method is used, the district must post notice on the Oregon Procurement Information Network (ORPIN).

Findings of Fact

The district traditionally purchases advertising in newspapers. The following findings relate primarily to newspapers and written publications; however, the district may also purchase advertising for student activities or educational programs in other media, such as radio or television, where these findings apply:

- a. By their nature, media sources are generally unique. Advertisements are placed in a particular source because of the specific audience that source serves;
- b. Competition to furnish advertising space in daily newspapers of general, trade or business circulation in the vicinity of the district is limited;
- c. Cost savings are difficult to quantify where the sources are unique and not interchangeable;
- d. Advertisements may be placed to satisfy legal notice or Board policy requirements;
- e. Other published advertisements or notices, such as routine public notices, personnel recruitment information, etc., are placed in one or more of the publications of general circulation in the local area and other publications, as appropriate;

- f. The communities served by the district rely upon its use of the local daily newspaper as a central source of news and information regarding district activities;
- g. It is unknown whether contracts for advertisements placed with radio, television or other broadcast media are going to result in cost savings if not placed for competitive bid or request for proposal (RFP). If possible savings could be obtained through competitive means, the district would attempt to obtain competitive quotes or bids, as appropriate.

Conclusion of Compliance with Law

Due to limited competition and unique nature of sources, it is unlikely that this class special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts. Further, any contracts awarded under this class special procurement would result in a cost savings available to the district where the district can achieve volume savings through contracts for advertising with a particular media source, or otherwise substantially promote the public interest.

3. Advertising Contracts, Sale of

The district may sell advertising for district publications and activities, regardless of a dollar amount, without competitive bidding, including school newspapers, yearbooks, athletic programs, drama or music programs and the like.

Findings of Fact

Sales of advertising for student activities are generally other fund revenues, where student groups solicit advertisements from local businesses to help with the cost of the activity itself. A common example is the sale of advertising in school newspapers and yearbooks. The circulation of the newspaper and yearbook is limited to the students, teachers, parents and interested members of the community associated with the activities of that particular school. Due to the limited circulation and audience, the businesses that participate by purchasing advertising do so partly in the spirit of good will. Any business is welcome to place an advertisement in the school newspaper or yearbook; all it needs to do is to contact any district school department which publishes one. The district itself would not achieve any increased revenue to the General Fund by seeking competitive bids or proposals for such advertising. This holds true for other student activities, such as athletics, drama or music events and the like.

Conclusion of Compliance with Law

These findings indicate that it is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts. Any business or individual who wishes to advertise in this manner may do so by simply contacting the student group responsible for the activity.

The sale of advertising for student activities such as school newspapers, yearbooks, athletic, drama or music programs would not benefit from competitive procurement. Such a requirement would place an unnecessary burden on the student group's activity and there is no financial advantage to the district in doing so. Consequently, the cost savings test is not an issue.

4. Equipment Repair and Overhaul

- a. The district may enter into a public contract for equipment repair or overhaul without competitive bidding, subject to the following conditions:
 - (1) Service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing; or
 - (2) Service or parts required are for sophisticated equipment for which specially trained personnel are required and such personnel are available from only one source; and
 - (3) The purchase is made within the limits and pursuant to the methods in subsection b. of this rule.
- b. The following limitations apply to this rule:
 - (1) If the contract is less than or equal to \$150,000, the school or department shall submit in writing to the ~~superintendent~~ or designee the reasons why competitive bids or quotes are deemed to be impractical. The ~~superintendent~~ or designee will accordingly document in its procurement file and may enter directly into the contract;
 - (2) If the school or department official thinks the contract may exceed \$150,000, he/she shall submit in writing to the ~~superintendent~~ or designee the reasons why competitive bidding is deemed to be impractical and a description of the cost savings to be obtained by a special procurement. The ~~superintendent~~ or designee may prepare a specific request for the anticipated contract to be obtained through special procurement procedures to submit to the LCRB for approval.

Findings of Fact

- a. The need for equipment repair or overhaul cannot be anticipated by district staff. If a piece of equipment is broken or not working properly, the district incurs cost of downtime, possible replacement equipment rental fees, staff time and other inconveniences or liabilities to its programs.
- b. Generally, there are a limited number of vendors who are able to perform repair or overhaul on a particular piece of equipment because of its make or manufacture. Sophisticated equipment may require specially trained personnel available from only one source. Often, a piece of equipment will have a partial warranty in place which will guarantee some savings to the district in the parts and/or labor needed to do the repair or overhaul. This warranty savings may only be achieved if the original manufacturer or provider of the equipment performs the necessary repair or overhaul.
- c. The dollar limits on the use of this special procurement procedure ensure that when the cost of the equipment repair or overhaul is expected to exceed \$150,000, the district will either seek formal competitive bids or, if that is not practical or cost effective, obtain a specific special procurement procedure from the LCRB to proceed with the purchase of the needed repair or overhaul.

Conclusion of Compliance with Law

It is unlikely that this special procurement procedure will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts because the dollar limits incorporated into this special procurement when the anticipated costs exceed \$150,000, insure the district will seek formal competitive bids and proposals. If the formal process is not practical, the district will obtain a specific exemption from the LCRB to proceed with the purchase of the needed repair or overhaul.

The awarding of public contracts under this special procurement will result in a cost savings to the district, as required by ORS 279B.085, because the district incurs direct and indirect costs from the moment equipment breaks down or becomes unusable. This special procurement only applies to equipment already owned by the district and does not provide for the purchase of new equipment. The district must be able to purchase necessary services and parts as quickly as possible in order to minimize equipment downtime and potential costs during that downtime.

5. Copyrighted Materials

The district may, without competitive bidding and regardless of a dollar amount, purchase copyrighted materials where there is only one known supplier available for such goods. Examples of copyrighted materials covered by this special procurement procedure may include, but are not necessarily limited to, newly adopted textbooks/instructional materials, workbooks, curriculum kits, reference materials, audio and visual media and non-mass-marketed software from a particular publisher or their designated distributor.

Findings of Fact

- a. By their nature, copyrighted materials are protected for the use of a single owner. Copyrighted materials may not be duplicated by others without the copyright owner's permission or license. Copyrights are established and regulated under federal law.
- b. Often, copyrighted materials are produced by only one supplier who may be the owner of the copyright or his/her licensee. Textbooks/Instructional materials are examples of copyrighted materials that the district purchases through a sole source. Textbooks/Instructional materials are adopted through a statewide process under the authority of the Oregon Department of Education. A textbook/instructional material adoption defines the various materials which the district will purchase for use in its educational programs.

The district purchases its textbooks/instructional materials through the Northwest Textbook Depository. This practice enables the regional textbook depository to purchase and warehouse textbooks/instructional materials in conformance with adoptions made in the states of their region. The result is that savings are achieved through the depository's combined purchases on behalf of member districts. Freight costs for individual districts are reduced by the bulk purchases of the depository and the depository takes on the cost of stocking and warehousing enough to meet each member district's needs.

The system of textbook/instructional materials distribution enables the district to participate in the largest possible bulk purchasing activity of adopted textbooks/instructional materials in the region. This ensures a cost savings to the district. A savings that would be jeopardized if the district was to act as an individual purchaser.

Conclusion of Compliance with Law

This special procurement will not encourage favoritism or substantially diminish competition in the awarding of public contracts. The production and distribution of copyrighted materials is controlled

by the owner of the copyright and may only be permitted through a sole source. The district has no control over this.

The awarding of contracts pursuant to this special procurement will result in a cost savings to the district when it needs to purchase copyrighted materials and there is only one known supplier for such goods, or otherwise substantially promote the public interest.

6. Product Prequalification

- a. When specific design or performance specifications must be met or such specifications are impractical to create or reproduce for a type of product to be purchased, the district may specify a list of approved or qualified products by reference to the prequalified product(s) of particular manufacturers or vendors in accordance with the following product prequalification procedure:
 - (1) The district will make reasonable efforts to notify all known manufacturers and vendors of competing products of the district's intent to compile a list of prequalified products. The notice will explain the opportunity manufacturers and vendors of competing products will have to apply to have their product(s) included on the district's list of prequalified products. At its discretion, the district may provide notice by advertisement in a trade paper of general statewide circulation or other appropriate trade publication; or instead of advertising, the district may provide written notice to those manufacturers and vendors appearing on the appropriate list maintained by the district; and
 - (2) The district will accept manufacturer and vendor applications to include products in the district's list of prequalified products up to 15 calendar days prior to the initial advertisement for bids or proposals for the type of product to be purchased, unless otherwise specified in the advertisement or in the district's written notice.
- b. If the district denies an application for including a product on a list of prequalified products, the district shall promptly provide the applicant with a written notice of the denial and include the reason for denial. The applicant may submit a written appeal within seven calendar days to the district business manager to request review and reconsideration of the denial.

Findings of Fact

- a. There are occasions when the district needs to establish a list of prequalified products before it invites bids or proposals to furnish the products. The district may have a specific performance or design need, but it is impractical for the district to create a specification for the type of products to be purchased. An example is audiovisual equipment. There is a tremendous variety of audiovisual products offered in the market. The equipment technology is complex and constantly changing. It would be very burdensome and time consuming for the district to generate non-brand name, generic performance specifications for such equipment every time it wants to make a purchase.

Also, competition would be poorly served because bidders and proposers would not know in advance whether their offered product would meet the general specification substantially enough to be considered a responsive offer. The decision to make an award would be slow, because each product offered would have to be analyzed against the district's specification. Slowdown in the award process affects both bidders, who are asked to hold their bids open until award is made, and district programs, because staff are not able to order the equipment they need until the contract is awarded.

In this case, it might be more cost effective and efficient for the district to prequalify products and establish a list of approved products before invitations to bid are sent out. The prequalification process can be done some time before the need for a new contract. Once the prequalified product list is established, the bidding and contract award process can go quickly and smoothly.

- b. A second occasion when prequalification of products will be useful is when the specific design or performance specifications for a product are so exacting that the district must have time to carefully consider what is offered in the market that may or may not meet the specifications and, if necessary, reconsider its options before issuing an invitation to bid.
- c. This rule sets out a process of prequalification which requires the use of advertisement or other appropriate means to notify vendors of competing products of their opportunity to submit items for prequalification. The district maintains vendor mailing lists which are open to all interested vendors. The district uses these lists routinely to notify vendors of its intentions to prequalify products or to invite bids on products.
- d. This includes a 15-day time limit between the closure of a prequalification list and a related invitation to bid. This time factor ensures that vendors have a reasonable time to apply to include their products on a prequalified product list.
- e. Subsection b., of this rule provides vendors with an appeal process to follow if their application for prequalification is denied.

Conclusion of Compliance with Law

Where prequalification of products is appropriate, it is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or diminish competition for such contracts. There are several safeguards in the rule to prevent this, including notice, advertising, time and appeal process requirements to ensure that vendors are given a fair and open opportunity to participate in the prequalification process.

The prequalification of products process is a time-consuming effort for the district. It is not a shortcut procurement method. The district would use this method only after balancing cost-saving considerations, such as the ability of the district to create or generate non-brand name generic specifications for types of products or the need for lengthy product evaluation prior to a contract award. If the prequalification method is chosen, it will result in a cost savings to the district because the normal method of product selection is too cumbersome and costly to pursue, or otherwise substantially promote the public interest.

7. Requirements Contracts (Blanket Purchase Orders, Price Agreements)¹

- a. The business manager, on behalf of the district, may establish requirements contracts for the purposes of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, combining district requirements for volume discounts, standardization among school and departments and reducing lead time for ordering.
- b. The district may enter into a requirements contract (also known as a blanket purchase order or price agreement) whereby it is agreed to purchase goods or services for an anticipated need at a predetermined price or price discount from a price list, provided the contract is led by a competitive procurement process pursuant to the requirements of the public contracting code and these rules.
- c. Once a requirements contract is established, schools and departments may purchase the goods and services from the awarded contractor without first undertaking additional competitive solicitation.
- d. School and departments shall use requirements contracts established by the district, unless otherwise specified in the contract, allowed by law or these rules or specifically authorized by the [superintendent] or designee.
- e. Under the authority of ORS 279A.025 and 279B.085, the district may use the requirements contracts entered into by another Oregon public agency when:
 - (1) The original contract met the requirements of public contracting code; and
 - (2) The original contract allows other public agency usage of the contract; and
 - (3) The original public contracting agency concurs and this is documented by a written interagency agreement between the district and the agency.
- f. The term of any district requirements contract, including renewals, shall not exceed five years unless otherwise permitted under the public contracting code.

Findings of Fact

- a. This rule permits the district to enter into a requirements contract, in which the vendor agrees to provide specified goods and services over the term of the contract at the bid price or discount rate. A requirements contract is useful when the purchase of the goods or services are routine and repetitive. For example, school, office, custodial and facilities maintenance supplies are customarily purchased through requirements contracts.
- b. Requirements contracts are a common method of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, obtaining volume discounts, standardizing usage among schools and departments and reducing lead time for ordering.
- c. The district establishes a requirements contract as a result of open competitive bidding or RFP processes, unless otherwise permitted under the public contracting code.
- d. The district limits the term of a requirements contract, including all renewal options, to a maximum of five years before competitive rebidding must be done, unless otherwise permitted under the public contracting code.
- e. The district may use the requirements contracts established by other public agencies, subject to certain conditions of state law, Board policy and administrative regulation.

¹The Oregon Procurement Information Network (ORPIN) allows authorized members to utilize the state's price agreement/contracts to purchase goods and services. Authorized ORCPP members can legally attach to a state price agreement and forego the competitive bid process. Access to hundreds of competitive price contracts for a wide variety of goods and services: vehicles, computers, furniture, copiers, fax machines, travel, pharmaceuticals, office products, etc., is available. Counties, cities, schools, municipalities or their public corporate entities having local governing authority, a United States governmental agency or American Indian tribe or agency are eligible to participate.

Conclusion of Compliance with Law

It is unlikely that this special procurement will result in favoritism in the awarding of public contracts or diminish competition for such contracts. The district will only enter into requirements contracts which result from open competitive bidding processes. This condition applies also to the use of requirements contracts established by other public contracting agencies.

The awarding of district requirements contracts will result in a cost savings to the district, or otherwise substantially promote the public interest. It would be costly and inefficient to make routine, repetitive purchases of goods and services through individual transactions. Also, the guaranteed volume of a requirements contract allows the district to get better prices from bidders.

8. Used Personal Property or Equipment, Purchase²

- a. Subject to the provisions of this rule, the district may purchase used property or equipment without obtaining competitive bids or quotes, if the district has determined that the purchase will result in cost savings to the district and will not diminish competition or encourage favoritism. "Used personal property or equipment" is property or equipment which has been placed in its intended use by a previous owner or user for a period of time recognized in the relevant trade or industry as qualifying the personal property or equipment as "used" at the time of district purchase. Used personal property or equipment generally does not include property or equipment if the district was the previous user, whether under a lease, as part of a demonstration, trial or pilot project or similar arrangement.
- b. For purchases of used personal property or equipment costing less than or equal to \$150,000, the district shall, where feasible, obtain three competitive quotes unless the district has determined and documented that a purchase without obtaining competitive quotes will result in cost savings to the district and will not diminish competition or encourage favoritism.
- c. For purchases of used personal property or equipment totaling \$150,000 or more, the district shall attempt to obtain three competitive quotes. The district will keep a written record of the source and amount of quotes received. If three quotes are not available, a written record must be made of the attempt to obtain quotes.

Findings of Fact

- a. The district is responsible to manage expenditures in the best interests of the public. Cost savings can be achieved through the procurement of used property and equipment. The district purchases used property and equipment when it meets the district's needs and is cost effective. Considerations include type, quality, quantity and estimated useful life of the used item.
- b. Used equipment and property becomes available sporadically and without notice. Used equipment and property is generally sold on a first-come, first-served basis. When used property or equipment does become available, the district must be able to respond immediately in order to obtain the property or equipment.
- c. Some types of property or equipment may not be readily available in the new goods market. The district may have to look for used items to fill the need.
- d. Competition to provide used property and equipment may be very limited and inconsistent, depending on the type of product.

²When contracting with another governmental entity, a district has a statutory exception under ORS 279A.025. The district may purchase state/federal surplus property through the Department of Administrative Services, State Services Division for Surplus Property. For more information on this program, contact DAS at 503-378-4714.

- e. The district maintains vendor lists which include information on whether a vendor provides used property or equipment. These lists are open to all vendors.

Conclusion of Compliance with Law

It is unlikely that this special procurement will encourage favoritism in the award of public contracts or substantially diminish competition for such contracts. The purchase of used property or equipment depends on an inconsistent, sporadic market. When a used item is available, there is often little competition available. Sources for used items of the type, quality and quantity required by the district are inconsistent. This rule requires the district to attempt to obtain and document quotes as appropriate to the dollar amount of the purchase. If the anticipated purchase is over \$150,000, the district will advertise its need.

The use of this special procurement will result in a cost savings to the district, or otherwise substantially promote the public interest. The cost of used equipment or property is generally substantially less than that of new. Savings of 20 percent to 50 percent are not uncommon. Used equipment can provide good value to the district and help ensure the continuation of district services and programs.

9. Information Technology Contracts

The district may enter into a contract to acquire information technology hardware and software without competitive bidding subject to the following conditions:

- a. If the contract amount does not exceed \$150,000, the district shall attempt to obtain three competitive quotes pursuant to the rules governing Intermediate Procurements. The district shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the district shall make a written record of the effort made to obtain the quotes or proposals.
- b. If the contract amount exceeds \$150,000, the district shall determine and use the best procurement method, pursuant to the public contracting code and these rules, and shall solicit written proposals in accordance with the requirements of the *Attorney General's Model Public Contract* ~~and LCRB~~ Rules. The district shall document the evaluation and award process, which will be part of the public record justifying the award;
- c. If the amount of the contract is estimated to exceed ~~[\$150,000]~~, the district shall provide proposers an opportunity to review the evaluation of their proposals before final selection is made.

Findings of Fact

- a. Rapid changes in technology make it necessary for the district to be able to purchase needed computer equipment quickly.
- b. Pricing for high-technology equipment also changes rapidly. It is frequently possible to take advantage of frequent price changes in the marketplace in the purchase of computer equipment.
- c. There is generally sufficient competition among vendors of information technology hardware and software for district business.
- d. The district will follow rules governing special procurements and obtain at least three informally solicited quotes for purchases less than or equal to \$150,000.
- e. If the district requires a brand name or sole source product, the district will follow its rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section 1. under Special Procurements, to procure it.

Conclusion of Compliance with Law

It is unlikely that this special procurement will encourage favoritism in the award of district contracts or substantially diminish competition for district contracts. The purchase of information technology hardware and software will be made in accordance with other competitive bidding rules contained in this administrative regulation. If the anticipated purchase is over \$150,000, the district will advertise its need.

The use of this special procurement will result in a cost savings to the district, or otherwise substantially promote the public interest. Competition will be encouraged at all dollar levels of purchase of information technology hardware and software. This rule gives the district some flexibility in selecting the method of competitive procurement but requires adherence to the rule on brand name or sole source acquisitions if those situations occur.

10. Telecommunications Systems - Hardware and Software Contracts

- a. The district may enter into a contract to acquire telecommunications system hardware and software, without competitive bidding, subject to the following conditions:
 - (1) If the contract amount does not exceed \$150,000, the district shall attempt to obtain three competitive quotes pursuant to the rules governing Intermediate Procurements. The district shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the district shall make a written record of the effort made to obtain the quotes or proposals.
 - (2) If the contract amount exceeds \$150,000, the district shall determine and use the best procurement method, pursuant to the public contracting code and these rules and shall solicit written proposals in accordance with the requirements of Chapter 137, Divisions 047 and 049 of the *Attorney General's Model Public Contract and LCRB Rules*. The district shall document the evaluation and award process, which will be part of the public record justifying the award.
- b. The telecommunications solicitation authorized in subsection 10.a.(1) of these rules shall:
 - (1) State the contractual requirements in the solicitation document;
 - (2) State the evaluation criteria to be applied in awarding the contract and the role of any evaluation committee. Criteria that would be used to identify the proposal that best

meets the district's needs may include, but are not limited to, cost, quality, service and support, compatibility, product or system reliability, vendor viability and financial stability, operating efficiency and expansion potential;

- (3) State the provisions made for bidders or proposers to comment on any specifications which they feel limit competition; and
- ~~(4) Be advertised in accordance with applicable provisions of the public contracting code.~~

Findings of Fact

- a. Rapid changes in technology make it necessary for the district to be able to purchase needed telecommunications hardware and software quickly.
- b. Since deregulation, there is generally adequate competition among vendors of telecommunication hardware and software to allow the district to make competitive purchases.
- c. Pricing for telecommunications hardware and software also changes frequently. It is important for the district to take advantage of price competition in the marketplace.
- d. The district will follow procedures governing special procurements and document reasonable efforts to obtain at least three informally solicited quotes for purchases over \$10,000 but less than or equal to \$150,000.
- e. If a purchase of telecommunications hardware or software is expected to cost more than \$150,000, the district will use a formal competitive bidding or proposal process in accordance with these rules and the *Attorney General's Model Public Contract* ~~and LCRB~~ Rules.
- f. There are also times when the district needs to purchase specific items that are compatible with current equipment. On these occasions, the district will follow its rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section 1. under Special Procurements, to make the purchase.

Conclusion of Compliance with Law

It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts. The purchase of telecommunications hardware and software will be made in accordance with other competitive bidding rules herein. If the anticipated purchase is over \$150,000, the district will advertise its need.

The use of this special procurement will result in a cost savings to the district, or otherwise substantially promote the public interest. Competition will be encouraged at all dollar levels of purchase of telecommunications hardware and software. This rule gives the district some flexibility in selecting the method of competitive procurement but requires adherence to the rule on brand name or sole source acquisitions if those situations occur.

11. Telecommunications Services

- a. The district shall secure the most competitive, cost-effective telecommunications services of the quality needed to meet all service performance requirements while minimizing administrative and service delivery costs. The district will use routine purchasing procedures whenever possible, but if necessary, the district can consider alternative procurement methods in accordance with this rule.

The district will generally follow the normal competitive procurement processes in obtaining telecommunications services. This process will only be used if necessary where there is a lack of sufficient competition to furnish needed services.

- b. In determining the appropriate procurement method for telecommunications services, the district shall comply with the requirements of ORS 291.038 and determine whether competition exists. In determining whether competition exists, the district may consider the following factors:
- (1) The extent to which alternative providers exist in the relevant geographic and service market; the greater area of [Insert Name] County;
 - (2) The extent to which alternative services offered are comparable or substitutable in technology, service provided and performance. For example, if the district requires digital services, analog services are not comparable or substitutable. If the district requires fiber optic technology, then copper, microwave or satellite transmission technology may not be comparable or substitutable;
 - (3) The extent to which alternative providers can respond to the district's interest in consistency and continuity of services throughout its service area, volume discounts, equitable service for all users, centralized management and limiting district liability. For example, to be considered as the district's long-distance service provider, any long-distance service vendor must be able to meet, support and interface with the district's centralized automated billing requirements. The district must document for the record, its findings on these factors or any other factors used in determining whether competition exists. In developing its findings, the district may solicit the information either through informal telephone or written contacts or through a formal solicitation such as a RFP.
- c. If the district determines that competition does not exist in the area for the relevant service, the district may proceed to secure the service on a sole source basis, as described in the district's rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section 1. under Special Procurements.

Findings of Fact

- a. Since deregulation, there is generally adequate competition among vendors of telecommunication services to allow the district to make competitive procurements.
- b. Since there is competition, price competition exists in the marketplace. It is important for the district to take advantage of existing competition.
- c. The district will follow its rules governing special procurements and document reasonable efforts to obtain at least three informally solicited quotes for purchases less than or equal to \$150,000. The district shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the district shall make a written record of the effort made to obtain the quotes or proposals.
- d. If a purchase of service is expected to cost more than \$150,000, the district will use a formal competitive bidding or proposal process in accordance with these rules and the *Attorney General's Model Public Contract ~~and LCRB~~ Rules*.
- e. There may be occasions where there is limited competition that can furnish telecommunications services of the quality and extent required by district operations. In such instances, the district will follow this rule and also its rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section 1. under Special Procurements, to procure needed services from the sole source.

Conclusion of Compliance with Law

It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts. Routinely, the purchase of telecommunications services will be made in accordance with other competitive bidding rules contained in this administrative regulation. If the anticipated purchase is over \$150,000, the district will advertise its need, issue a written solicitation document and invite written bids or proposals to be furnished in response.

There may be circumstances, however, where sufficient competition does not exist in the relevant geographic and service market area. In such cases, the district will follow this rule in determining whether sufficient competition exists to make a competitive procurement.

The use of this special procurement will result in a cost savings to the district, or otherwise substantially promote the public interest. Competition will be encouraged at all dollar levels of purchase of telecommunications hardware and software. This rule gives the district some flexibility in selecting the method of competitive procurement but requires adherence to the rule on brand name or sole source acquisitions if those situations occur. The rule also states the steps to be taken to document situations where sufficient competition may not exist and a sole source purchase needs to be made.

12. Hazardous Material Removal; Oil Cleanup

- a. The district may enter into public contracts without competitive bidding, regardless of a dollar amount, when ordered to clean up oil or hazardous waste pursuant to the authority granted to the Oregon Department of Environmental Quality (DEQ) under ORS Chapter 466, especially ORS 466.605 through 466.680. In exercising its authority under this exemption, the district shall:
 - (1) To the extent reasonable under the circumstances, encourage competition by attempting to make informal solicitations or to obtain informal quotes from potential suppliers of goods and services;
 - (2) Make written findings describing the circumstances that require the cleanup or maintain a copy of the DEQ order for the cleanup;
 - (3) Record the measures taken under A.1. of this rule to encourage competition, the amount of the quotes or proposals obtained, if any, and the reason for selecting the contractor to whom award is made.
- b. The district shall not contract pursuant to this special procurement in the absence of an order from the DEQ to clean up a site which includes a time limit that would not allow the district to hire a contractor under normal competitive bidding procedures. Goods and services to perform other hazardous material removal or cleanup will be purchased in accordance with normal competitive bidding procedures as described in Board policy with this administrative regulation.

Findings of Fact

- a. When the DEQ orders a public agency to remove or clean up hazardous material or oil, the public agency must respond within a very short time, which is stated in the DEQ order. This time period does not generally allow the agency to take the time necessary to solicit written bids or proposals for the work to be performed. The district would be liable for any delay in responding to DEQ orders to perform hazardous material removal or cleanup.
- b. This exemption will not be used in those situations where there is no DEQ order to remedy the situation. Routine competitive procurement methods will be used where there is no DEQ order to act immediately. The district maintains open lists of vendors who are interested in providing hazardous material removal and cleanup services. Whenever it needs hazardous material removal or disposal, the district makes use of these lists to solicit quotes, bids or proposals as needed, in addition to advertising the procurement as required.
- c. Cost savings are achieved through this exemption because the district can be liable for DEQ penalties and fines if it does not timely remove hazardous materials or oil as ordered. There is also serious risk in these situations, that property damage or personal injury could result if the district is slow to act.

Conclusions of Compliance with Law

It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts as required by ORS 279B.085 (3)(a). If it is under DEQ order to act immediately, the district will still attempt to obtain competitive quotes for the work to be performed as it has the ability and time to do so. Unless the district is faced with the quasi-emergency situation of a DEQ order to remove or clean up hazardous waste or oil, it will follow normal competitive procedures to obtain these services.

The award of public contracts pursuant to this special procurement will result in a cost savings to the district in these situations, as required by ORS 279B.085 (3)(b), because the district must comply with the law and avoid and minimize risk to persons and property. Where possible, it will seek competitive quotes for the work to be performed and will award the contract to the lowest, responsive and responsible bidder.

13. Renegotiation of Existing Contracts with Incumbent Contractors

- a. The district may amend or renegotiate contracts with existing vendors, service providers or other parties subject to the limitations of this rule.
- b. The district has determined that {value engineering,} {specialized expertise required,} {public safety} {and/or technical complexity}, generally do not apply to this special procurement procedure.
- c. The renegotiated contract falls within a current special procurement procedure, but if not the LCRB must approve a separate special procurement.
- d. The district may renegotiate certain terms, but they must not unreasonably alter the scope of the original contract.

Findings of Fact

- a. The LCRB may amend contracts when it is in the best interest of the district. The superintendent and/or other designee, acting on behalf of the LCRB, may renegotiate certain provisions, including:
 - (1) Price;
 - (2) Term;
 - (3) Delivery and shipping;
 - (4) Order size;
 - (5) Substitution;
 - (6) Warranties;
 - (7) On-line ordering systems;
 - (8) Price adjustments;
 - (9) Product availability;
 - (10) Product quality;
 - (11) Reporting requirements; or
 - (12) Discounts.

Any contract amendment will be supported by legal consideration when necessary to validate the amended provision.
- b. The amended terms must be within a reasonable scope of the original contract, but not fundamentally alter the agreement or nature of goods or services. Districts may, however, request functionally equivalent substitutes for goods or services in the original contract.
- c. The contract as a whole must be more favorable to the individual needs of the district to justify renegotiation. Cost may be a factor in determining what is a favorable change to the original contract, but the district may use factors other than cost that demonstrate that the amended contract is more favorable to the unique needs of the district.

Conclusion of Compliance with Law

This special procurement will not encourage favoritism or substantially diminish competition in awarding public contracts because it already exists as a contract awarded in compliance with the district's special procurement and public contracting code.

The awarding of contracts under this special procurement will result in cost savings to the district when it needs to renew its original contract with vendors, service providers or other parties, or otherwise substantially promote the public interest.

EXEMPTIONS FROM COMPETITIVE BIDDING

All public contracts shall be based upon competitive bids or proposals, except the following:

1. Contracts which have been specifically exempted under ORS 279A.025 and 279C.335; and
2. Contracts covered by the class exemptions in the following set of rules developed pursuant to ORS 279C.335 (2) and (5) and based on Oregon Administrative Rules, Chapter 137, Divisions 46 through 49.

The Board, acting as the Local Contract Review Board (LCRB) for the district, has made the findings required by ORS 279C.330, ORS 279C.335 and ORS 279C.345, and determined that awarding a contract

under this exemption is unlikely to encourage favoritism or substantially diminish competition for the public contract and will likely result in a substantial cost savings and other substantial benefits to the district.

In approving a finding under this section, the local contract review board shall consider the type, cost and amount of the contract and, to the extent applicable to the particular public improvement contract or class of public improvement contracts, the following:

1. How many persons are available to bid;
2. The construction budget and the projected operating costs for the completed public improvements;
3. Public benefits that may result from granting the exemption;
4. Whether value engineering techniques may decrease the cost of the public improvement;
5. The cost and availability of specialized expertise that is necessary for the public improvement;
6. Any likely increases in public safety;
7. Whether granting the exemption may reduce risks to the district or the public that are related to the public improvement;
8. Whether granting the exemption will affect the sources of funding for the public improvement;
9. Whether granting the exemption will better enable the district to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement;
10. Whether granting the exemption will better enable the district to address the size and technical complexity of the public improvement;
11. Whether the public improvements involves new construction or renovates or remodels an existing structure;
12. Whether the public improvement will be occupied or unoccupied during construction;
13. Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions; and
14. Whether the district has or has retained under contract, and will use district personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the district will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract.

Only these findings are required for each class or individual contract exemption, unless the LCRB specifically excludes a finding or includes an additional finding.

Promulgation of these exemptions can only occur after public notification and a public hearing to receive testimony pertaining to the draft exemptions and findings, pursuant to ORS 279C.335.

1. Brand Names or Products, “Or Equal,” Single Seller and Sole Source

- a. The district may purchase brand names or products from a single seller or sole source without competitive bidding subject to the limitations of this rule.
- b. The district has determined that ~~{value engineering,}~~~~{specialized expertise required,}~~~~{public safety}~~~~{and/or technical complexity}~~, generally do not apply to this exemption.
- c. Solicitation specifications for public contracts of the district shall not expressly or implicitly require any product of any particular manufacturer or seller except as expressly authorized in subsections d. and e. of this rule.
- d. The district may specify a particular brand name, make or product suffixed by “or equal,” “or approved equal,” “or equivalent,” “or approved equivalent” or similar language if there is no other practical method of specification after documenting the procurement file with the following:
 - (1) A brief description of the solicitation(s) to be covered, including contemplated future purchases;
 - (2) Description of the brand name, mark or product to be specified; and
 - (3) A brand name specification may be prepared and used only if the district determines for a solicitation or class of solicitations that only the identified brand name specification will meet the needs of the district based on one or more of the following written determinations:
 - (a) The use of the brand name specification is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts; or
 - (b) Specification of the brand name, mark or product would result in substantial cost savings to the district; or
 - (c) There is only one manufacturer or seller of the product of the quality, performance or functionality required; or
 - (d) The efficient utilization of existing goods requires the acquisition of compatible goods and services.
 - (4) The district shall make reasonable effort to notify all known suppliers of the specified product and invite such vendors to submit competitive bids or proposals.
- e. The district may purchase a particular product or service available from only one source, after documenting the procurement file with the district’s findings of current market research to support the determination that the product is available from only one seller or source. The district’s findings shall include:
 - (1) A brief description of the contract or contracts to be covered, including contemplated future purchases;
 - (2) Description of the product or service to be purchased; and
 - (3) The reasons the district is seeking this procurement method, which shall include any of the following:
 - (a) That the efficient utilization of existing equipment, supplies or services requires the acquisition of compatible equipment, supplies or services; or
 - (b) That the goods or services required for the exchange of software or data with other public or private agencies are available for only one source; or
 - (c) That the goods or services are for use in a pilot or an experimental project; or

- (d) Other findings that support the conclusion that the goods or services are available from only one source.
- (4) To the extent reasonably practical, the contracting agency shall negotiate with the sole source to obtain contract terms advantageous to the contracting agency.
- f. The district may specify a product or service available from only one manufacturer but available through multiple sellers, after documenting the procurement file with the following information:
 - (1) If the total purchase is over \$5,000 but does not exceed \$100,000, and a comparable product or service is not available under an existing state cooperative purchasing contract, competitive quotes shall be obtained by the district and retained in the procurement file; or
 - (2) If the amount of the purchase exceeds \$100,000, the product or service shall be obtained through competitive bidding unless a specific exemption is granted by the LCRB.
- g. If the district intends to make several purchases of the product of a particular manufacturer or seller for a period not to exceed five years, the district will so state in the solicitation file and in the solicitation document, if any. Such documentation shall be sufficient notice as to subsequent purchases. If the total purchase amount is estimated to exceed \$100,000, this shall be stated in the advertisement for bids or proposals.

Findings of Fact/Conclusion of Compliance with Law

It is unlikely that this process will encourage favoritism in the award of public contracts or substantially diminish competition for such contracts, as required by ORS 279C.335 (2)(a).

This class exemption applies only to contracts under a limited dollar amount, and then, only after efforts to obtain competitive quotes are made, or other methods have been employed to ensure that competitive means are used if available. The district maintains open lists from which vendors are contracted for quotations. In addition, as required by ORS 279C.335 (2)(b) award of a public contract subject to the above described exemption should likely result in substantial cost savings or other substantial benefits to the district by virtue of the ability to reduce solicitation costs when it is known that comparable products are not available, or when specifying another product solely to meet a competition requirement might lead to lower initial cost but longer lifetime cost.

2. Product Prequalification

- a. When specific design or performance specifications must be met or such specifications are impractical to create or reproduce for a type of product to be purchased, the district may specify a list of approved or qualified products by reference to the prequalified product(s) of particular manufacturers or vendors in accordance with the following product prequalification procedure:
 - (1) The district will make reasonable efforts to notify all known manufacturers and vendors of competing products of the district's intent to compile a list of prequalified products. The notice will explain the opportunity manufacturers and vendors of competing products will have to apply to have their product(s) included on the district's list of prequalified products. At its discretion, the district may provide notice by advertisement in a trade paper of general statewide circulation or other appropriate trade publication; or instead of advertising, the district may provide written notice to those manufacturers and vendors appearing on the appropriate list maintained by the district; and
 - (2) The district will accept manufacturer and vendor applications to include products in the district's list of prequalified products up to 15 calendar days prior to the initial advertisement for bids or proposals for the type of product to be purchased, unless otherwise specified in the advertisement or in the district's written notice.
- b. The district has determined that special expertise required, generally, does not apply to this rule.
- c. If the district denies an application for inclusion of a product on its list of prequalified products, the district shall promptly provide the applicant with a written notice of the denial and include the reason for denial. The applicant may submit a written appeal within ~~7~~ calendar days to the district business manager to request review and reconsideration of the denial.

Findings of Fact

- a. There are occasions when the district needs to establish a list of prequalified products before it invites bids or proposals to furnish the products. The district may have a specific performance or design need, but it is impractical for the district to create a specification for the type of products to be purchased. An example is audiovisual equipment. There is a tremendous variety of audiovisual products offered in the market. The equipment technology is complex and constantly changing. It would be very burdensome and time consuming for the district to generate non-brand name, generic performance specifications for such equipment every time it wants to make a purchase.

Also, competition would be poorly served because bidders and proposers would not know in advance whether their offered product would meet the general specification substantially enough to be considered a responsive offer. The decision to make an award would be slow, because each product offered would have to be analyzed against the district's specification. Slowdown in the award process affects both bidders, who are asked to hold their bids open until award is made, and district programs, because staff are not able to order the equipment they need until the contract is awarded.

In this case, it might be more cost effective and efficient for the district to prequalify products and establish a list of approved products before invitations to bid are sent out. The prequalification process can be done some time before the need for a new contract. Once the

prequalified product list is established, the bidding and contract award process can go quickly and smoothly.

- b. A second occasion when prequalification of products will be useful is when the specific design or performance specifications for a product are so exacting that the district must have time to carefully consider what is offered in the market that may or may not meet the specifications and, if necessary, reconsider its options before issuing an invitation to bid.
- c. This rule sets out a process of prequalification which requires the use of advertisement or other appropriate means to notify vendors of competing products of their opportunity to submit items for prequalification. The district maintains vendor mailing lists which are open to all interested vendors. The district uses these lists routinely to notify vendors of its intentions to prequalify products or to invite bids on products.
- d. This includes a 15-day time limit between the closure of a prequalification list and a related invitation to bid. This time factor ensures that vendors have a reasonable time to apply to include their products on a prequalified product list.
- e. Subsection c. of this rule provides vendors with an appeal process to follow if their application for prequalification is denied.

Conclusion of Compliance with Law

Where prequalification of products is appropriate, it is unlikely that this exemption will encourage favoritism in the awarding of public contracts or diminish competition for such contracts as required by ORS 279C.335 (2)(a). There are several safeguards in the rule to prevent this, including notice, advertising, time and appeal process requirements to ensure that vendors are given a fair and open opportunity to participate in the prequalification process.

The prequalification of products process is a time-consuming effort for the district. It is not a shortcut procurement method. The district would use this method only after balancing cost-saving considerations, such as the ability of the district to create or generate non-brand name generic specifications for types of products or the need for lengthy product evaluation prior to a contract award. If the prequalification method is chosen, it will likely result in a substantial cost savings and other substantial benefits to the district as required by ORS 279C.335 (2)(b) because the normal method of product selection is too cumbersome and costly to pursue.

3. Requirements Contracts (Blanket Purchase Orders, Price)³

- a. The business manager, on behalf of the district, may establish requirements contracts for the purposes of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, combining district requirements for volume discounts, standardization among schools and departments and reducing lead time for ordering.
- b. The district has determined that ~~value engineering,~~ ~~specialized expertise required~~ ~~and/or technical complexity,~~ generally, do not apply to this rule.
- c. The district may enter into a requirements contract (also known as a blanket purchase order or price agreement) whereby it is agreed to purchase goods or services for an anticipated need at a predetermined price or price discount from a price list, provided the contract is let by a competitive procurement process pursuant to the requirements of the public contracting code and these rules.

³The Oregon Procurement Information Network (ORPIN) allows authorized members to utilize the state's price agreement/contracts to purchase goods and services. Authorized ORCPP members can legally attach to a state price agreement and forego the competitive bid process. Access to hundreds of competitive price contracts for a wide variety of goods and services: vehicles, computers, furniture, copiers, fax machines, travel, pharmaceuticals, office products, etc., is available.

- d. Once a requirements contract is established, schools and departments may purchase the goods and services from the awarded contractor without first undertaking additional competitive solicitation.
- e. Schools and departments shall use requirements contracts established by the district, unless otherwise specified in the contract, allowed by law or these rules or specifically authorized by the [superintendent] or designee.
- f. Under the authority of ORS 279A.025 and 279C.335, the district may use the requirements contracts entered into by another Oregon public agency when:
 - (1) The original contract met the requirements of the public contracting code; and
 - (2) The original contract allows other public agency usage of the contract; and
 - (3) The original public contracting agency concurs and this is documented by a written interagency agreement between the district and the agency.
- g. The term of any district requirements contract, including renewals, shall not exceed five years unless otherwise exempted pursuant to ORS 279C.335.

Findings of Fact

- a. This rule permits the district to enter into requirements contracts, in which the vendor agrees to provide specified goods and services over the term of the contract at the bid price or discount rate. A requirements contract is useful when the purchase of the goods or services are routine and repetitive. For example, school, building, office, custodial and facilities maintenance supplies are customarily purchased through requirements contracts.
- b. Requirements contracts are a common method of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, obtaining volume discounts, standardizing usage among schools, buildings and departments and reducing lead time for ordering.
- c. The district establishes requirements contracts as a result of open competitive bidding or RFP processes, unless otherwise exempted.
- d. The district limits the term of a requirements contract, including all renewal options, to a maximum of five years before competitive rebidding must be done, unless otherwise exempted.
- e. The district may use the requirements contracts established by other public agencies, subject to certain conditions of state law, Board policy and administrative regulation.

Conclusion of Compliance with Law

It is unlikely that this exemption will result in favoritism in the awarding of public contracts or diminish competition for such contracts, as required by ORS 279C.335 (2)(a). The district will only enter into requirements contracts which result from open competitive bidding processes. This condition applies also to the use of requirements contracts established by other public contracting agencies.

The awarding of district requirements contracts will likely result in a substantial cost savings and other substantial benefits to the district, as required by ORS 279C.335 (2)(b). It would be costly and inefficient to make routine, repetitive purchases of goods and services through individual transactions. Also, the guaranteed volume of a requirements contract allows the district to get better prices from bidders.

4. Waiver of Bid Security Requirements (Public Improvement Contracts under \$100,000)

The LCRB may, at its discretion, waive the bid security requirements of ORS 279C.390, if the amount of the contract for the public improvement is less than \$100,000. Although the bid security requirements of ORS 279C.390 are waived for public improvement contracts under \$100,000, the district may impose a bid or quote security requirements for projects under \$100,000, when deemed to be in the best interest of the district.

Findings of Fact/Conclusion of Compliance with Law

This rule allows the LCRB to waive bid security requirements for certain public improvement contracts. Waiver of the bid security is provided for by statute without a requirement for findings.

5. Waiver of Performance and Payment Security Requirements (Public Improvement Contracts under \$100,000)

The LCRB may, at its discretion, waive the performance/payment security requirements of ORS 279C.390 if the amount of the contract for the public improvement is less than \$100,000. Although the performance/payment security requirements of ORS 279C.390 are waived for public improvement contracts less than \$100,000, the district may impose a performance/payment security requirement for projects less than \$100,000 when deemed to be in the best interest of the district.

Findings of Fact/Conclusion of Compliance with Law

This rule allows the LCRB to waive performance/payment security requirements for certain public improvement contracts. Waiver of the performance/payment security is provided for by statute without a requirement for findings.

6. Projects with Complex Systems or Components

- a. For contracts for public improvements with significant components that are inherently complex and are also complex to procure through competitive bid, the district may, at its discretion, use RFP competitive procurement methods subject to the conditions described in ORS 279C.400 and conditions enumerated in this exemption.
- b. Definitions. For purposes of this exemption only: “Complex Systems” are defined as those systems which incorporate the procurement of materials or other components which are difficult, if not impossible, to create in an “equal” specifications basis for competitive bid. Examples of such systems include but are not limited to, contracts for supplying and installing computerized controls for building heating, venting, air conditioning systems; and contracts for artificial surface outdoor multipurpose athletic fields. “Significant” is intended to mean something more than de minimus, but not necessarily the majority of the project as determined by cost.

Finding of Fact/Conclusion of Compliance with the Law

It is unlikely that this exemption will encourage favoritism in the awarding of the public contracts or substantially diminish competition for such contracts as required by ORS 279C.335 (2)(a). Contracts for public improvements occasionally incorporate the procurement of systems, materials, or other components (complex systems) for which it is extremely difficult to design bid specifications. In these situations, utilization of a RFP process where each of the systems can be evaluated utilizing a number of factors, in addition to price, will likely result in substantial cost savings and other substantial benefits to the district as required by ORS 279C.335 (2)(b).

ORS 279C.400 enumerates how RFP's are to be used if authorized by the LCRB. This criteria, ensures that competitive means will be used and selection will be fair and impartial. As a result, it is unlikely that this process will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts as required by ORS 279C.335 (2)(a). The awarding of contracts pursuant to this process will result in optimal value to the district based on selection by the district of the best competitive proposal that meets the stated evaluative criteria.

This class exemption is intended to be used for the types of procurements describe in the findings, where the specific system, materials or components represent a significant portion of the project. This class exemption **is not** intended to be used for construction manager/general contractor (CM/GC) projects or other methods of alternative procurement unless these projects meet the requirements of this class exemption. The CM/GC and others, not meeting the requirements of this class exemption, may still be procured by RFP, provided that a project or contract specific exemption is promulgated by the LCRB.

HR10/08/15 | RS

Oregon School Boards Association Selected Sample Policy

Code: **EBC/EBCA**
Adopted: **Recommend adoption**

Emergency Procedures and Disaster Plans

The superintendent **or designee** will develop and maintain a plan specifying procedures to be used in such emergencies as disorderly conduct, unlawful assembly, disturbances at school activities, natural disasters, fire, illness or injury of a student or staff member, and use of force on school property. The superintendent will consult with community and county agencies while developing this plan.

The district's Emergency Procedures Plan will meet the standards of the State Board of Education.

Copies of the Emergency Procedures Plan will be available in every school office and other strategic locations throughout the district. Parents will be informed of the district's plan for the care of students during an emergency situation. The Board may use Oregon Revised Statute (ORS) 192.660(2)(k) to conduct an executive session to consider matters related to school safety or a plan that responds to safety threats made toward a school in the district.

In the case of long term disruption to district operations as a result of a pandemic flu, declared public health emergency or other catastrophe, the district emergency plan ~~shall~~ **may** at a minimum include the following:

1. Who is in charge of the district plan;
2. What steps the district will take to stop the spread of disease;
3. How sick students will be identified;
4. Transportation plan for sick students;
5. Disease containment measures for the district;
6. Communication plan for staff, students, parents;
7. Continuing education plan for students;
8. Procedures for dealing with student privacy rights;
9. Employee leave procedures during a pandemic flu or other catastrophe;
10. Employee pay and benefit plan and procedures;

11. Facility utilization by other agencies procedures;
12. Business operations plan for offsite operation or alternative measures¹.

END OF POLICY

Legal Reference(s):

[ORS 192.660\(2\)\(k\)](#)
[ORS 332.107](#)
[ORS 431.264\(2\)\(e\)](#)
[ORS 433.260](#)

[ORS 433.441](#)
[OAR 437-002-0161](#)
[OAR 437-002-0360](#)

[OAR 437-002-0377](#)
[OAR 581-022-0705](#)
[OAR 581-022-1420](#)

9/28/0710/08/15 | PH

Oregon School Boards Association Selected Sample Policy

Code: **EBCB**
Adopted: **Recommend adoption**

Emergency Drills and Instruction

Each administrator will conduct emergency drills in accordance with the provisions of Oregon Revised Statutes (ORS).

All schools are required to instruct and drill students on emergency procedures so that students can respond to an emergency without confusion and panic. The emergency procedures shall include drills and instruction on fires, earthquakes, which shall include tsunami procedures in a coastal tsunami hazard zone and safety threats. Instruction on fires, earthquakes¹, ~~and~~ safety threats ~~and tsunami dangers¹,~~ and drills for students, shall be conducted for at least 30 minutes each school month. ~~The district will conduct monthly fire drills. At least one fire drill will be held within the first 10 days of the school year. At least two drills on earthquakes and two drills on safety threats shall be conducted each year. [At least three drills on earthquakes that include tsunami drills shall be conducted each year.]~~

Fire Emergencies

The district will conduct monthly fire drills. At least one fire drill will be held within the first 10 days of the school year. Drills and instruction on fire emergencies shall include routes and methods of exiting the school building.

Earthquake ~~and Tsunami~~ Emergencies

~~[At least two drills on earthquakes shall be conducted each year.²] [At least three drills on earthquakes that include tsunami drills shall be conducted each year.¹]~~

Drills and instruction for earthquake emergencies shall include the earthquake emergency response procedure of “drop, cover and hold on” during the earthquake. When based on the evaluation of specific engineering and structural issues related to a building, the district may include additional response procedures for earthquake emergencies.

~~[Drills and instruction on tsunami emergencies shall include immediate evacuation after an earthquake, when appropriate, or after a tsunami warning to protect students against inundation by tsunamis.¹]~~

Safety Threats

At least two drills on safety threats shall be conducted each year.

Drills and instruction on safety threats shall include ~~appropriate actions to take when there is a threat to safety, such as~~ procedures related to lockdown, ~~procedures or~~ lockout, shelter in place and evacuation and other ~~procedures appropriate to the safety threat~~ actions to take when there is a threat to safety.

¹This is required language for a district in a coastal tsunami hazard zone.

²This is required language for a district not in a tsunami hazard zone.

The Board may use ORS 192.660(2)(k) to conduct an executive session to consider matters related to school safety or a plan that responds to safety threats made toward a school in the district.

Local units of government and state agencies associated with emergency procedures training and planning shall review the emergency procedures and assist the district with the instruction and the conducting of drills for students in these emergency procedures.

END OF POLICY

Legal Reference(s):

[ORS 192.660\(2\)\(k\)](#)

[ORS 336.071](#)

[ORS 476.030\(1\)](#)

[OAR 581-022-1420](#)

OREGON STATE FIRE MARSHAL, OREGON FIRE CODE (2014).

HR2/26/15 10/08/15 | PH

Oregon School Boards Association Selected Sample Policy

Code: **EFA**
Adopted: **Recommend adoption**

Local Wellness Program

The Board recognizes that childhood obesity has become an epidemic in Oregon as well as throughout the nation. Research indicates that obesity and many diseases associated with obesity are largely preventable through diet and regular physical activity. Additional research indicated that healthy eating patterns and increased physical activity are essential for students to achieve their academic potential, full physical and mental growth and lifelong health and well-being.

To help ensure students possess the knowledge and skills necessary to make healthy choices for a lifetime, the superintendent shall prepare and implement a comprehensive district nutrition program consistent with state and federal requirements for districts sponsoring the National School Lunch Program (NSLP) and/or the School Breakfast Program (SBP). The program shall reflect the Board's commitment to providing adequate time for instruction that promotes healthy eating through nutrition education, serving healthy and appealing foods at district schools, developing food-use guidelines for staff and establishing liaisons with nutrition service providers, as appropriate.

The input of staff (including but not limited to, physical education and school health professionals), students, parents, the public, representatives of the school food authority and public health professionals will be encouraged. The superintendent ~~for designee~~ will develop ~~administrative regulations~~ ~~guidelines~~ as necessary to implement the goals of this policy throughout the district.

Nutrition Promotion and Nutrition Education

Nutrition promotion supports the integration of nutrition education throughout the school environment. Nutrition education topics shall be integrated within the sequential, comprehensive health education program taught at every grade level, prekindergarten through grade 12, and coordinated with the district's nutrition and food services operation.

Nutrition Guidelines

It is the intent of the Board that district schools be proactive in encouraging students to make nutritious food choices. All food and beverage items sold **to students** in a K-12 public school as part of the regular or extended school day shall meet the minimum state and federal standards. Exceptions to this requirement include items that are part of the USDA National School Lunch Program or School Breakfast Program. Other exceptions are foods and beverages provided in the following instances:

1. When the school is the site of school-related events or events for which parents and other adults are a significant part of an audience; or
2. The sale of food or beverage items before, during or after a sporting event, interscholastic activity, a play, band or choir concert.

Although the Board believes that the district's nutrition and food services operation should be financially self-supporting, it recognizes that the nutrition program is an essential educational and support activity. Therefore, budget neutrality or profit generation must not take precedence over the nutrition needs of its students. In compliance with federal law, the district's NSLP ~~and SBP~~ shall be nonprofit.

The superintendent is directed to develop administrative regulations to implement this policy that address all food and beverage items sold and/or served to students in district schools, including provisions for staff development, family and community involvement and program evaluation. These food and beverage items include competitive foods, snacks and beverages sold from vending machines and school stores, and similar food and beverage items from fund-raising activities and refreshments that are made available at school parties, celebrations and meetings.

Physical ~~Education/~~Activity

The Board realizes that a quality physical education program is an essential component for all students to learn about and participate in physical activity. ~~Every~~ public school student in kindergarten through grade 8 shall participate in physical education for the entire school year. Students in kindergarten through grade 5 shall participate for a least 150 minutes during each school week and students in grades 6 through 8 for at least 225 minutes per school week. At least 50 percent of the weekly physical education class time shall be devoted to actual physical activity. Instruction, provided by adequately prepared teachers, will meet the state adopted academic content standards for physical education, ORS 329.045. Teachers of physical education shall regularly participate in professional development activities.

Students with disabilities shall have suitably adapted physical education incorporated as part of the individualized education program (IEP) developed for the student under ORS 343.151. A student who does not have an IEP but has chronic health problems, other disabling conditions or other special needs that preclude them from participating in regular physical education instruction, shall have suitably adapted physical education incorporated as part of an individualized health plan developed for the student by the district or public charter school.¹

Physical activity should be included in a school's daily education program for grades pre-K through 12. Physical activity should include regular instructional physical education as well as co-curricular activities and recess. The district will develop and assess student performance standards ~~and program minute requirements~~¹ in order to meet the Oregon Department of Education's physical education content standards ~~and state law~~¹.

Reimbursable School Meals

The district may enter into an agreement with the Oregon Department of Education (ODE) to operate reimbursable school meal programs. The superintendent will develop administrative regulations as necessary to implement this policy and meet the requirements of state and federal law. These guidelines shall not be less restrictive than regulations and guidance issued by the Secretary of Agriculture pursuant to subsections (a) and (b) of section 10 of the Child Nutrition Act (42 U.S.C. 1779) and section 9(f)(1) and 17(a) of the Richard B. Russell National School Lunch Act (42 U.S.C. 1758(f)(1), 1766(a)(0).

~~**School Employee Wellness**~~²

¹HB 3141 (effective 2017-2018 school year)

²[This language is optional and is not required by state or federal law.]

~~The district encourages school staff to pursue a healthy lifestyle that contributes to their improved health status, improved morale and a greater personal commitment to the school's overall wellness program. Many actions and conditions that affect the health of school employees may also influence the health and learning of students. The physical and mental health of school employees is integral to promoting and protecting the health of students and helps foster their academic success. The district's employee wellness program will promote health and reduce risk behaviors of employees and identify and correct conditions in the workplace that can compromise the health of school employees, reduce their levels of productivity, impede student success and contribute to escalating health-related costs such as absenteeism.~~

~~The district will work with community partners to identify programs/services and resources to compliment and enrich employee wellness endeavors.]~~

Other School-Based Activities

The district will promote district and community-based activities that foster healthy eating and create environments that promote physical activity. Families and the community will be encouraged to provide healthy food choices in all situations where food is served. Educational workshops, screenings and literature related to healthy food choices and physical activity may be offered to families.

Evaluation of the Local Wellness Policy

The Board will involve staff (including but not limited to, physical education and school health professionals), parents, students, representatives of the school food authority, public health professionals, school administrators and the public in the development, implementation and periodic review and yearly update of this policy. ~~[The Board shall establish a Wellness Advisory Committee to advise the district in the creation of the local wellness policy. The policy will be reviewed every [one year] [two years] [three years].]~~In an effort to measure the implementation of this policy the Board designates the ~~[superintendent, district principals]~~ as the [person, people] who will be responsible for ensuring each school meets the goals outlined in this policy. The district will make available to the public annually, an assessment of the implementation, including the extent to which the schools are in compliance with policy, how the policy compares to model policy and a description of the progress being made in attaining the goals of this policy.

END OF POLICY

Legal Reference(s):

[ORS 329.496](#)
[ORS 332.107](#)
[ORS 336.423](#)

[OAR 581-051-0100](#)
[OAR 581-051-0305](#)

[OAR 581-051-0310](#)
[OAR 581-051-0400](#)

National School Lunch Program, 7 C.F.R. Part 210 (2006).
School Breakfast Program, 7 C.F.R. Part 220 (2006).
Healthy, Hunger-Free Kids Act of 2010, Public Law 111-296 Section 204.

R10/23/1410/08/15 | PH

Oregon School Boards Association Selected Sample Policy

Code: **EFA-AR**
Reviewed/Revised: **Recommend adoption**

Local Wellness Program

The district's comprehensive age-appropriate nutrition program will be implemented in district schools in accordance with the following requirements:

Definitions

1. "Accompaniment foods" means food items served along with another food to enhance **palatability** such as butter, jelly, cream cheese, salad dressing, croutons and condiments.
2. "Combination foods" means products that contain two or more components representing two or more of the recommended food groups: fruit; vegetable; dairy; protein; or grains.
3. "Competitive foods" means any food or drink sold in competition with the National School Lunch Program (NSLP) and/or School Breakfast Program (SBP) during the school day.
4. "Dietary Guidelines for Americans" means the current set of recommendations of the federal government that are designed to help people choose diets that will meet nutrient requirements, promote health, support active lives and reduce chronic disease risks.
5. "Entree item" means an item that is either:
 - a. A combination food of meat or meat alternate and whole grain rich food; or
 - b. A combination food of vegetable or fruit and meat or meat alternate; or
 - c. A meat or meat alternate alone with the exception of yogurt, low-fat or reduced fat cheese, nuts, seeds and nut or seed butters and meat snacks (such as dried beef jerky); or
 - d. Grains only when served in the SBP.
6. "Food service area" means any area on school premises where NSLP or SBP meals are both served and eaten, as well as any areas in which NSLP or SBP meals are either served or eaten.
7. "Meal period" means the period(s) during which breakfast or lunch meals are served and eaten, and as identified on the school schedule.
8. "Nutrition education" means a planned sequential instructional program that provides knowledge and teaches skills to help students adopt and maintain lifelong healthy eating habits.
9. "Oregon Smart Snacks"¹ means the minimum nutrition standards for competitive foods and beverages.

¹Oregon Department of Education, www.ode.state.or.us

- a. Food items, including accompaniment foods, must:
- (1) Be a grain product that contains 50 percent or more whole grains by weight or have as the first ingredient a whole grain (e.g., flour, flake or meal); or
 - (2) Have as the first ingredient, one of the non-grain major food groups: fruits; vegetables; dairy or protein foods (e.g., meat, beans, poultry, seafood, eggs, nuts, seeds); or
 - (3) Be a combination food that contains one-quarter cup of fruit and/or vegetable; or
 - (4) Have one of the food items above as a second ingredient if water is the first ingredient; or
 - (5) Contain 10 percent of the Daily Value of a nutrient of public health concern based on the most recent *Dietary Guidelines for Americans* (e.g., calcium, potassium, vitamin D or dietary fiber)²; and
 - (6) Meet all the competitive food nutrient standards:
 - (a) Calories:
 - (i) Snacks contain no more than:
 - 1) 150 calories as packaged or served for elementary level;
 - 2) 180 calories as packaged or served for middle school level;
 - 3) 200 calories as packaged or served for high school level.
 - (ii) Entrees contain no more than 350 calories as packaged or served.
 - (b) Total fat: contains 35 percent or less of total calories from fat per item as packaged or served.
 - (i) Exemptions to the total fat standard are granted for reduced fat cheese and part-skim mozzarella cheese, nuts, seeds, nut or seed butters, products consisting of only dried fruit with nuts and/or seeds with no added nutritive sweeteners or fat and seafood with no added fat.
 - (c) Saturated fat: contains no more than 10 percent of total calories from saturated fat per item as packaged or served.
 - (i) Exemptions to the saturated fat standard are granted for reduced fat cheese and part-skim mozzarella cheese, nuts and products consisting of only dried fruit with nuts and/or seeds with no added nutritive sweeteners or fat.
 - (d) Transfat: contains 0 grams of trans fat per item as packaged or served.
 - (e) Sugar must be no more than 35 percent by weight.
 - (i) Exempt from the sugar standard are:
 - 1) Dried whole fruits or vegetables;

²Effective for the period through June 30, 2016. Effective July 1, 2016, this criterion is obsolete and may not be used to qualify as a competitive food.

- 2) Dried whole fruit or vegetable pieces;
- 3) Dehydrated fruits or vegetables with no added nutritive sweeteners; and
- 4) Dried fruits with nutritive sweeteners that are required for processing and/or palatability purposes (i.e., cranberries, blueberries, tart cherries).

(f) Sodium:

- (i) Snacks contain no more than 230 mg sodium³ per item as packaged or served.
- (ii) Entrees contain no more than 480 mg sodium per item as packaged or served.

(g) Caffeine free, except for naturally occurring trace amounts, for elementary and middle school level.

(h) Exempt from all nutrients standards on any day are:

- (i) Fresh, canned and frozen fruits or vegetables with no added ingredients except water.
- (ii) Fruit packed in 100 percent juice, extra light or light syrup.
- (iii) Canned vegetables that contain a small amount of sugar for processing purposes.
- (iv) ~~Sugar-free chewing gum.~~

(i) Entrees in same or smaller portion served on the day or the day following in the National School Lunch or School Breakfast Programs:

(i) Are exempt from the nutrient standards for:

- 1) Calories;
- 2) Total fat;
- 3) Saturated fat;
- 4) Transfat;
- 5) Sodium; and
- 6) Sugar.

~~(ii) Must contain:~~

- ~~1) Calories not to exceed 450 per item as packaged or served; and~~
- ~~2) Total fat not to exceed 36 percent of total calories or 4 grams per 100 calories per item as packaged or served.~~

b. Beverages must be:

(1) For elementary level students:

³On July 1, 2016, the sodium standard will reduce to 200 mg per item as packaged or served.

- (a) Plain water, carbonated or uncarbonated, with portion size unlimited;
 - (b) Lowfat milk (unflavored), with portion size not to exceed 8 ounces and 150 calories;
 - (c) Nonfat milk (including flavored), with portion size not to exceed 8 ounces and 150 calories;
 - (d) Nutritionally equivalent milk alternatives, portion size not to exceed 8 ounces and 150 calories;
 - (e) Full strength fruit or vegetable juices, portion size not to exceed 8 ounces and 120 calories;
 - (f) Fruit and vegetable juice that is 100 percent juice diluted with water, carbonated or uncarbonated, and no added sugar or sweeteners with portion size not to exceed 8 ounces and 120 calories;
 - (g) Caffeine free, except for naturally occurring trace amounts.
- (2) For middle school level students:
- (a) Plain water, carbonated or uncarbonated, with portion size unlimited;
 - (b) Lowfat milk (unflavored), portion size not to exceed 10 ounces and 190 calories;
 - (c) Nonfat milk (including flavored), portion size not to exceed 10 ounces and 190 calories;
 - (d) Nutritionally equivalent milk alternatives, portion size not to exceed 10 ounces and 190 calories;
 - (e) Full strength fruit or vegetable juices, portion size not to exceed 10 ounces and 150 calories;
 - (f) Fruit and vegetable juice that is 100 percent juice diluted with water, carbonated or uncarbonated, and no added sugar or sweeteners with portion size not to exceed 10 ounces and 150 calories;
 - (g) Caffeine free, except for naturally occurring trace amounts.
- (3) For high school level students:
- (a) Plain water, carbonated or uncarbonated, with portion size unlimited;
 - (b) Lowfat milk (unflavored), portion size not to exceed 12 ounces and 225 calories;
 - (c) Nonfat milk (including flavored), portion size not to exceed 12 ounces and 225 calories;
 - (d) Nutritionally equivalent milk alternatives, portion size not to exceed 12 ounces and 225 calories;
 - (e) Full strength fruit or vegetable juices, portion size not to exceed 12 ounces and 180 calories;
 - (f) Fruit and vegetable juice that is 100 percent juice diluted with water, carbonated or uncarbonated, and no added sugar or sweeteners with portion size not to exceed 12 ounces and 180 calories;
 - (g) Low or no calorie beverage is less than 5 calories per 8 ounce serving or less than or equal to 10 calories per 20 fluid ounces, portion size not to exceed 20 ounce serving;
 - (h) Other beverages are not to exceed 40 calories per 8 fluid ounces (or 60 calories per 12 fluid ounces) with portion size not to exceed 12 ounces.

- c. Use the nutrient standard for the lowest grade group when mixed grades have open access to competitive foods.
10. “School day” means a student education day beginning at midnight and ending at the conclusion of afternoon student activities, such as athletic, music or drama practices, clubs, academic support and enrichment activities.
11. “Snack” means a food that is generally regarded as supplementing a meal and includes, but is not limited to, chips, crackers, onion rings, nachos, french fries, doughnuts, cookies, pastries, cinnamon rolls and candy.

Nutrition Promotion and Nutrition Education

Nutrition promotion and nutrition education shall focus on students’ eating behaviors, be based on theories and methods proven effective by research and be consistent with state and local district health education standards. Nutrition education at all levels of the district’s curriculum shall include, but not be limited to, the following essential components designed to help students learn:

1. Age-appropriate nutritional knowledge, including the benefits of healthy eating, essential nutrients, nutritional deficiencies, principles of healthy weight management, the use and misuse of dietary supplements, safe food preparation, handling and storage and cultural diversity related to food and eating;
2. Age-appropriate nutrition-related skills, including, but not limited to, planning a healthy meal, understanding and using food labels and critically evaluating nutrition information, misinformation and commercial food advertising; and
3. How to assess one’s personal eating habits, set goals for improvement and achieve those goals.

In order to reinforce and support district nutrition education efforts, the principal is responsible for ensuring:

4. Nutrition instruction is closely coordinated with the school’s nutrition and food services operation and other components of the school health program to reinforce messages on healthy eating and includes social learning techniques. To maximize classroom time, nutrition concepts shall be integrated into the instruction of other subject areas where possible;
5. Links with nutrition service providers (e.g., qualified public health and nutrition professionals) are established to: provide screening, referral and counseling for nutritional problems; inform families about supplemental nutritional services available in the community (e.g., SNAP, local food pantries, summer food services program, child and adult care food program), and implement nutrition education and promotion activities for school staff, Board members and parents;
6. In keeping with the district’s nutrition program goals, all classroom reward or incentive programs involving food items are reviewed for approval to ensure that the foods served meet the requirements of the district’s nutrition policy and regulation (i.e., all foods served fit in a healthy diet as recommended in the *Dietary Guidelines for Americans*, and contribute to the development of lifelong healthy eating habits for the district’s students);

7. Child Nutrition Staff support nutrition education by marketing healthy meals and providing nutrition information to students and families.

Physical ~~Education~~/Activity

In order to insure students are afforded the opportunity to engage in physical activity in the school setting, the following guidelines apply:

1. Physical activity will be integrated across curricula and throughout the school day. Movement will be made a part of science, math, social studies and language arts;
2. Physical education will be a course of study that focuses on students' development of motor skills, movement forms and health related fitness;
3. Physical education courses will be the environment where students learn, practice and are assessed on developmentally appropriate motor skills, social skills and knowledge;
4. All physical education classes will be taught by highly qualified physical education instructors~~;~~ ~~and~~;
5. A daily recess period will be provided which will not be used as a punishment or a reward~~;~~ ~~and~~;
6. ~~Physical education instruction shall be a sequential, developmentally appropriate curriculum that is designed, implemented and evaluated to help students develop the knowledge, motor skills, self-management skills, attitudes and confidence needed to adopt and maintain physical activity throughout their lives.~~

Nutrition Guidelines and Food Services Operation

In order to support the school's nutrition and food services operation as an essential partner in the educational mission of the district and its role in the district's comprehensive nutrition program, the principal is responsible for ensuring:

1. The school encourages all students to participate in the school's NSLP ~~and SBP~~ meal opportunities;
2. The school notifies families of need-based programs for free or reduced-price meals and encourages eligible families to apply;
3. The school's NSLP~~,~~ ~~and~~ ~~SBP~~ ~~Special Milk Program (SMP)~~ maintains the confidentiality of students and families applying for or receiving free or reduced-priced meals ~~for free milk~~ in accordance with the National School Lunch Act;
4. The school's NSLP~~,~~ ~~and~~ ~~SBP~~ ~~SMP~~ operates to meet dietary specifications in accordance with the Healthy, Hunger-Free Kids Act of 2010 and applicable state laws and regulations;
5. The school sells or serves varied and nutritious food choices consistent with the applicable federal government *Dietary Guidelines for Americans*. Schools contracting out the food service part of their

NSLP and SBP shall form a nutrition advisory committee comprised of teachers, students and parents to assist in menu planning. A nutrition committee comprised of students, family members and school personnel will be encouraged to provide input in menu planning for districts operating their own food service component of the NSLP and SBP (i.e., food services purchasing, menu planning, food production and meal service). Cultural norms and preferences will be considered;

6. Food prices set by the district are communicated to students and parents. District pricing strategies will encourage students to purchase full meals and nutritious items;
7. Procedures are in place for providing to families, on request, information about the ingredients and nutritional value of the foods served;
8. Modified meals are prepared for students with special food needs:
 - a. The district will provide substitute foods to students with disabilities upon written parental permission and a medical statement by a physician that identifies the student's disability, states why the disability restricts the student's diet, identifies the major life activity affected by the disability, and states the food or foods to be omitted and the food or choice of foods that must be substituted.
 - b. Such food substitutions will be made for students without disabilities on a case-by-case basis when the parent submits a signed request that includes a medical statement signed by a physician, physician assistant, registered dietitian or nurse practitioner. The medical statement must state the medical condition or special dietary need that restricts the student's diet and provide a list of food(s) that may be substituted in place of the lunch or breakfast menu being served.
9. Food service equipment and facilities meet applicable local and state standards concerning health, safe food preparation, handling and storage, drinking water, sanitation and workplace safety;
10. Students are provided adequate time and space to eat meals in a pleasant and safe environment. School dining areas will be reviewed to ensure:
 - a. Tables and chairs are of the appropriate size for students;
 - b. Seating is not overcrowded;
 - c. Students have a relaxed environment;
 - d. Noise is not allowed to become excessive;
 - e. Rules for safe behavior are consistently enforced;
 - f. Tables and floors are cleaned between meal periods;
 - g. The physical structure of the eating area is in good repair;
 - h. Appropriate supervision is provided.
11. The guidelines for reimbursable school meals shall not be less restrictive than regulations and guidance issued by the Secretary of Agriculture pursuant to subsections (a) and (b) of section 10 of the Child Nutrition Act (42 U.S.C. 1779) and sections 9(f)(1) and 17(a) of the Richard B. Russell National School Lunch Act (42 U.S.C. 1758(f)(1), 1766(a)), as those regulations and guidance apply to schools.

~~{School Employee Wellness⁴~~

~~The district's school employee wellness program [may] [shall] include the following:~~

- ~~1. Health education and health promoting activities that focus on skill development and lifestyle behavior that change along with awareness building, information dissemination, access to facilities, and preferably are tailored to employee's needs and interests;~~
- ~~2. Safe, supportive social and physical environments including organizational expectations about healthy behavior and implementation of policy that promote health and safety and reduce the risk of disease;~~
- ~~3. Linkage to related programs such as employee assistance programs, emergency care and programs that help employees balance work life and family life;~~
- ~~4. Education and resources to help employees make decisions about health care;~~
- ~~5. Nutrition and fitness educational opportunities that may include, but are not limited to, the distribution of educational and informational materials, and the arrangement of presentations and workshops that focus on healthy lifestyles, health assessments, fitness activities and other appropriate nutrition and physical activity related topics.~~

~~The district encourages participation from all employees, employees are not limited to instructional staff (i.e., teachers and instructional assistants) but include administrators and all support staff. The following groups are seen as essential for establishing, implementing and sustaining an effective school employee wellness program: school personnel who implement existing wellness programs in the district, i.e., school employee wellness committee and they may be the district personnel who implement health programs for students such as, but not limited to, school health coordinator, school nurses, psychologist, health and physical educators, nutrition professionals, counselors and other school staff. These groups may include decision makers who have the authority to approve policy and provide administrative support essential for a school wellness program such as, but not limited to, board members, superintendents, human resource administrators, fiscal services administrators and principals.]~~

Other School-Based Activities

The district ~~will~~ **may** provide the following activities and encourage the following practices which promote local wellness:

1. ~~{Scoliosis screenings;~~
2. Intramural sports;
3. Foodless fund raisers;
4. Monthly/Weekly school walks;

⁴[This language is optional and not required by state or federal law.]

5. Assemblies which focus on wellness issues such as obesity and obesity-related diseases, healthy eating and the benefits of physical exercise;
6. The use of alternates to food as rewards in the classroom; and
- ~~7. Limit the amount of foods with no nutritional value that are sold in vending machines; and~~
7. ~~8.~~ Support groups for overweight students.†

Competitive Food Sales

In keeping with federal regulations, the district controls the sale of all competitive foods.

Accordingly, the district will select food items that meet the Oregon Smart Snacks nutrition standards. The sale of foods and beverages in competition with the district's NSLP {and SBP} meals shall be permitted when all income from the food sales accrues to the benefit of the district's nutrition and food services operation or a school or student organization as approved by the Board.

Other Foods Offered or Sold

Foods and beverages sold {or offered} in classrooms or school-sponsored activities during the school day shall follow the Oregon Smart Snacks standards unless otherwise exempt by state law.

Food and beverage items sold after the school day as part of an approved school fund-raising event are not required to meet minimum state requirements.

Staff Development

Ongoing pre-service and professional development training opportunities for staff will be encouraged. Staff responsible for nutrition education will be encouraged to participate in professional development activities to effectively deliver the nutrition education program as planned. Nutrition and food services personnel receive opportunities to participate in professional development activities that address strategies for promoting healthy eating behavior, food safety, maintaining safe, orderly and pleasant eating environments and other topics directly relevant to the employee's job duties. The principal is responsible to ensure such training is made available including, but not limited to, the following:

1. Personnel management;
2. Financial management and record keeping;
3. Cost- and labor-efficient food purchasing and preparation;
4. Sanitation and safe food handling, preparation and storage;
5. Planning menus for students with special needs and students of diverse cultural backgrounds;
6. Customer service and student and family involvement;

7. Marketing healthy meals;
8. Principles of nutrition education, including selected curriculum content and innovative nutrition teaching strategies; and
9. Assessment by staff of their own eating practices and increased awareness of behavioral messages staff provide as role models.

Family and Community Involvement

In order to promote family and community involvement in supporting and reinforcing nutrition education in the schools, the principal is responsible for ensuring:

10. Nutrition education materials and cafeteria menus are sent home with students;
11. Parents are encouraged to send healthy snacks/meals to school;
12. Parents and other family members are invited to periodically eat with their student in the cafeteria;
13. Families are invited to attend exhibitions of student nutrition projects or health fairs;
14. Nutrition education workshops and screening services are offered;
15. Nutrition education homework that students can do with their families is assigned (e.g., reading and interpreting food labels, reading nutrition-related newsletters, preparing healthy recipes, etc.);
16. School staff are encouraged to cooperate with other agencies and community groups to provide opportunities for student volunteer or paid work related to nutrition, as appropriate;
17. School staff encourages and provides support for parental involvement in their children's physical education[;H.]
18. [Materials promoting physical activity are sent home with students[; andH.]]
- ~~19. [Physical activity is a planned part of all school community events.]~~

Program Evaluation

In order to evaluate the effectiveness of the local wellness program in promoting healthy eating, increased physical activity among students and to implement program changes as necessary to increase its effectiveness, the superintendent or designee is responsible for ensuring:

20. Board policy and this administrative regulation are implemented as written;
21. All building, grade-level nutrition education curricula and materials are assessed for accuracy, completeness, balance and consistency with state and local district educational goals and standards;

22. Nutrition education is provided throughout the student's school years as part of the district's age-appropriate, comprehensive nutrition program;
23. Teachers deliver nutrition education through age-appropriate, culturally relevant, participatory activities that include social learning strategies and activities;
24. Teachers and school nutrition and food services personnel have undertaken joint project planning and action;
25. Teachers have received curriculum-specific training;
26. ~~{Teachers provide physical activity instruction and programs that meet the needs and interests of all students;}~~
27. Families and community organizations are involved, to the extent practicable, in nutrition education; and
28. ~~{One or more persons}~~ within the district or at each school, as appropriate, will be charged with the operational responsibility of ensuring that the policy and administrative regulations are followed and will develop an evaluation plan to be used to assess the district's level of compliance with state and federal requirements.

~~2/26/15~~10/08/15 | PH

Oregon School Boards Association Selected Sample Policy

Code: **EFAA-AR**
Adopted: **Recommend adoption**

Reimbursable School Meals and Milk Programs **(National School Lunch Program, School Breakfast Program, Special Milk Program)**

The district's nutrition and food services will be operated in accordance with the following requirements:

Meal Pricing Procedures

1. The district may operate the Special Milk Program (SMP) at schools where students do not have access to program meals. Under SMP, the district will choose one of the following options:
 - a. Non-pricing (serve SMP milk at no charge to all students);
 - b. Pricing programs without a free option (charge all students for SMP milk); or
 - c. Pricing programs with a free option (distribute confidential applications for free milk and charge only those students for SMP milk who do not qualify for free milk based on the household's application or direct certification from Supplemental Nutrition Assistance Programs (SNAP)).
2. Reimbursable meals ~~{and snacks}~~ will be priced as a unit.
3. Reimbursable meals~~{,}~~~~{and}~~~~{milk}~~~~{snacks}~~ will be served free or at a reduced price to all children who are determined by the district to be eligible for free or reduced price meals ~~{and free milk}~~.
4. Annually, the district will establish prices for reimbursable student meals~~{,}~~~~{and}~~~~{snacks}~~~~{milk}~~. The price charged to students who do not qualify for free or reduced price meals ~~{or free milk}~~ will be established annually by the district in compliance with state and federal laws.¹
5. The price charged to students who qualify for reduced price meals will be established annually by the district in compliance with state and federal laws.²
6. ~~{The district will offer SMP {with the free option} {without the free option} {at no charge} to students who are not able to participate in the district's lunch or breakfast programs.}~~
7. ~~{The district will implement claiming alternative Provision 2 at the following schools under its jurisdiction: _____ (List schools) _____.}~~

¹The new requirement under Healthy, Hunger-Free Kids Act of 2010, 42 U.S.C. 1751 §§ 205 establishes new criteria for equity in school lunch pricing.

²According to Direct Certification and Certification of Homeless, Migrant and Runaway Children for Free School Meals, 7 C.F.R Part 245 (2011).

8. {The district will implement claiming alternative Community Eligibility at the following schools under its jurisdiction: *Lundy Elementary and Lowell Jr/Sr High.*}

Application Procedures

9. Households receiving SNAP or Temporary Assistance to Needy Families (TANF) benefits as identified by Oregon Department of Education (ODE), will be automatically eligible for free meals{,}{and}{snacks}{milk} for the students listed on the official document. Districts must access this document at least three times per year.
10. Households that submit a confidential application will be notified of their student’s eligibility for free or reduced price meals ~~{or free milk}~~. Households that are denied free or reduced price benefits will be notified in writing using the ODE template letter distributed to the district annually.
11. On a case-by-case basis, when a student is known to be eligible for free or reduced price meal [or free milk] benefits and the household fails to submit a confidential application, the superintendent or designee may complete an application for the student documenting how he/she knows the household income qualifies the student for free or reduced price meal benefits. Parents of a student approved for free or reduced price benefits, when application is made for the student by a school official, will be notified of the decision and given the opportunity to decline benefits.
12. Students who do not qualify for free or reduced price meals ~~{or free milk}~~ are eligible to participate in the ~~{SMP,}~~ National School Lunch Program (NSLP) ~~{and School Breakfast Program (SBP)}~~ and will be charged “paid” meal{,}{and}{snacks}{milk} prices set by the district. “Paid” category students will be treated equally to students receiving free or reduced price benefits in every aspect of the district’s NSLP{,}{and}{SMP}{SBP}.
13. The district has established a fair hearing process under which a household can appeal a decision with respect to the household’s application for benefits or any subsequent reduction or termination of benefits.
14. In the event of major employers contemplating large layoffs in the attendance area of the district, the district will provide confidential applications and eligibility criteria for free and reduced price meals ~~{or free milk}~~ to the employer for distribution to affected employees.

Financial Management of the Nonprofit School Food Service

1. The district will maintain a nonprofit school nutrition and food service operation.
2. Revenues earned by the school nutrition and food services will be used only for the operation or improvement of NSLP{,}{and}{SMP}{SBP}.

3. Lunch and breakfast meals served to teachers, administrators, custodians and other adults not directly involved with the operation of the district's nutrition and food services will be priced to cover all direct and indirect cost of preparing and serving the meal.³
4. District nutrition and food services revenues will not be used to purchase land or buildings.
5. The district will limit its nutrition and food services net cash resources to an amount that does not exceed three months average expenditures.
6. The district will maintain effective control and accountability for, and adequately safeguard, all nutrition and food services' cash, real and personal property, equipment and other assets, and ensure they are used solely for nutrition and food services purposes.
7. The district will meet the requirements for allowable NSLP~~{,} {and} {SMP} {SBP}~~ costs as described in 2 C.F.R. 200.
8. In purchasing nutrition and food services goods or services, the district will not accept proposals or bids from any party that has developed or drafted specifications, requirements, statements of work, invitations for bids, requests for proposals, contract terms and conditions or other documents for proposals used to conduct the procurement.
9. All procurement transactions for nutrition and food services goods and services will be conducted according to state, federal and district procurement standards using the applicable cost thresholds.
10. In the operation of its nutrition and food services program, the district will purchase food products that are produced in the United States, whenever possible.
11. ~~{The district may use facilities, equipment and personnel supported with nutrition and food services revenue to support a nonprofit nutrition program for the elderly.}~~

Civil Rights and Confidentiality Procedures

1. The district will not discriminate against any student because of his/her eligibility for free or reduced price meals.
2. The district will not discriminate against any student or any nutrition and food services employee because of race, color, national origin, sex, sexual orientation, religion, age or disability.
3. The district will assure that all students and nutrition and food services employees are not subject to different treatment, disparate impact or a hostile environment.
4. Established district procedures will be followed for receiving and processing civil rights complaints related to applications for NSLP~~{,} {and} {SMP} {SBP}~~ benefits and services, and employment practices with regard to the operation of its NSLP~~{,} {and} {SMP} {SBP}~~. The district will forward

³For meals with portion sizes equivalent to student meals, the adult meal price will be no less than the amount of reimbursement for a free-eligible meal, plus the value of commodity foods used in the meal preparation.

any civil rights complaint regarding the district's nutrition and food services to ODE's civil rights coordinator within three days of receiving the complaint.

5. The district will make written or oral translations of all nutrition and food services materials available to all households who do not read or speak English.
6. The district will maintain strict confidentiality of all information on the confidential application for free and reduced price meals [or free milk], including students' eligibility for free or reduced price meals and all household information. The district's NSLP [,] [and] [SMP] [SBP] operators are not required to release any information from a student's confidential application for free or reduced price meals [or free milk]. No information may be released from a student's confidential application for free or reduced price meals [or free milk] without first obtaining written permission from the student's parent or legal guardian/adult household member signing the application, except as follows:
 - a. An individual student's name and eligibility status may be released without written consent only to persons who operate or administer federal education programs; persons who operate or administer state education or state health programs at the state level; persons evaluating state, education assessment; or persons who operate or administer any other NSLP, SBP, SMP, Summer Food Service Program (SFSP), Child and Adult Care Food Program (CACFP) or the Food Stamp Program;
 - b. Any other confidential information contained in the confidential application for free and reduced price meals [or free milk] (e.g., family income, address, etc.) may be released without written consent only to persons who operate or administer NSLP, SBP, SMP, CACFP, SFSP and the Special Supplemental Nutrition Program for Women, Infants and Children (WIC); the Comptroller General of the United States for audit purposes; and federal, state or local law enforcement officials investigating alleged violation of any of the programs listed above.

Nutrition and Menu Planning

1. Meals and snacks served for reimbursement will meet the recommendations of the most current *Dietary Guidelines for Americans*.
2. Meals [and snacks] served for reimbursement will meet at least the minimum NSLP [and SBP] requirements for food items and quantities.
3. Meals served for reimbursement will:
 - a. Meet all calorie range requirements by grade level;
 - b. Meet the maximum standards set for saturated fat;
 - c. Meet the maximum standards set for sodium by grade level; and
 - d. Meet the requirement for zero grams of trans fats.
4. The district will use the offer versus serve option when serving NSLP lunches to senior high school students. High school students must take at least three of five different food items including one-half cup of fruit or vegetable offered in program lunches.

5. {The district will use the offer versus serve option when serving program breakfasts to senior high school students. High school students must take at least three of four food items, including one-half cup of fruit or vegetable offered in program breakfasts.}
6. {The district will use the offer versus serve option when serving program lunches to students below senior high school grades. Students below high school grades will be required to take three of the five food items, including one-half cup of fruit or vegetable offered in program lunches.}
7. {The district will use the offer versus serve option when serving program breakfasts to students below senior high school grades. Students below high school grades will be required to take three of the four food items, including one-half cup of fruit offered in program breakfasts.}
8. A copy of the Board minutes adopting **this policy which includes** the offer versus serve policy for students below high school grades for program lunches and/or for all students in the district for program breakfasts, as applicable, will be made available upon request.⁴

Use and Control of Commodity Foods

9. The district will accept and use commodity foods in as large a quantity as may be efficiently utilized in the reimbursable lunch {and breakfast} program.
10. The district will maintain necessary safeguards to prevent theft or spoilage of commodity foods.
11. The value of commodity foods used for any food production other than NSLP, SBP or snacks shall be replaced in the food service inventory.

Accuracy of Reimbursement Claims

1. The district will claim reimbursement only for reimbursable meals {,} {and} {snacks} {milk} served to eligible children.
2. All meals {,} {and} {snacks} {milk} claimed for reimbursement will be counted at each dining site at a “point of service” where it can be accurately determined that the meal {,} {and} {snacks} {milk} meets NSLP {,} {and} {SMP} {SBP} requirements for reimbursement.
3. The person responsible for determining reimbursability of meals {and snacks} will be trained to recognize a reimbursable meal {and snack} under the menu planning approach used at the school.
4. The district official signing the claim for reimbursement will review and analyze monthly meal {,} {and} {snacks} {milk} counts to ensure accuracy of the claim, before submitting the claim to ODE.
5. Annually, by November 15, the district will verify a random sample of applications according to NSLP verification requirements. Instructions for completing the verification process will be sent by ODE to the district in October each year.

Food Safety and Sanitation Inspections

⁴Modify the language of this item to be reflective of the options the district has selected for offer versus serve.

6. The district will maintain necessary facilities for storing, preparing and serving food and milk.
7. Semiannually, the district will schedule food safety inspections with the county Environmental Health Department or Oregon Department of Human Resources for each school or dining site under its jurisdiction.
8. The district will maintain health standards in compliance with all applicable state food safety regulations at each school or dining site under its jurisdiction.

General USDA NSLP/SBP/SMP Requirements

1. The district will ensure that no student is denied a meal as a disciplinary action.
2. Breakfast will be served in the morning hours, at or near the beginning of the student's school day.
3. Lunch will be served between the hours of 10 a.m. and 2 p.m.
4. The district will provide substitute foods for students who are determined by a licensed physician to be legally disabled and whose disability restricts their diet. Substitutions will be provided only when a medical statement from the licensed physician is on file at the school. The medical statement must state the nature of the child's disability and how the disability affects the child's nutrition needs, and it must provide a medical prescription for substitute foods or texture modification. The district will not charge more than the price of the school meal, as determined by the child's eligibility status, for substitute meals or foods.
5. The district will control the sale of competitive foods.
6. The district will ensure that potable ~~{drinking}~~ water will be available to students, free of charge for consumption in the place where meals are served during meal service.⁵
7. The district ~~{allows no meal charges}~~ ~~{will notify all households of its meal charge requirements early in the school year}~~. ~~{The district's meal charging requirements are as follows:~~

A charge account for students paying full or reduced price for meals may be established with the district. Students may charge no more than ~~{two}~~ meals. Any student failing to keep his/her account current as required by the district shall not be allowed to charge the price of further meals until the account has been paid in full ~~{but will be allowed to purchase a meal if the student pays for the meal when it is received}~~. At least one written warning shall be provided to a student and his/her parent prior to denying meals for exceeding the district's charge limit}. ~~Payment is due to the {district office} on the {—} of each month.~~ Students or parents of students may prepay meal costs.⁶

8. The sale of foods in competition with the district's lunch (NSLP) or breakfast (SBP) programs will be allowed in dining sites during lunch and breakfast periods with Board approval only when all

⁵New requirement under Healthy, Hunger-Free Kids Act of 2010, 42 U.S.C. 1751 §§ 203.

⁶[Language is suggested only.]Revise to reflect district's meal charging requirements and ensure information is communicated to students and parents.

income from the food sales accrues to the benefit of the district's nutrition and food services or accrues to a school or student organization approved by the Board. A copy of the Board minutes approving and defining competitive food sales will be made available upon request.

Record Keeping

9. ~~All currently approved and denied confidential applications for free and reduced price meals[, free milk] and all current direct certification documents will be maintained for three years after the current school year. Records will be maintained longer in the event of an unresolved audit(s), until the audit(s) has been completed.~~
10. ~~All currently approved and denied confidential applications for free and reduced price meals[, free milk] and all current direct certification documents will be readily retrievable by school or site and made available to state or federal reviewers upon request.~~
11. ~~The district will maintain financial records that account for all revenues and expenditures of the nonprofit school nutrition and food services programs for a period of three years after the school year to which they pertain.~~

The following document will be maintained by the district for three years after the current school year or longer, in the event of an unresolved audit(s), until the audits has been completed:

1. All currently approved and denied confidential application for free and reduced price meals[, free milk] and all current direct certification documents;
2. Financial records that account for all revenues and expenditures of the district's nonprofit nutrition and food services programs;
3. Records (i.e., recipes, ingredient lists and nutrition fact labels or product specifications) that document the compliance with nutrition standards for all competitive foods available for sale to students at a school campus;
4. Documents of participation data (i.e. meal counts) from each school in the district to support claims for reimbursement;
5. Production and menu records;
6. Records to document compliance with Paid Lunch Equity; and
7. Records to document compliance with Revenue from Non-program Foods.

R10/23/1410/08/15 | PH

Oregon School Boards Association Selected Sample Policy

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

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 leave, means a biological, adopted, foster child or stepchild of the employee, ~~the child of an employee’s same gender domestic partner¹~~, 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 disability.

“Family member,” for purposes of serious health condition leave, sick child leave or leave for the death of a family member, means the spouse², 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, stepparent³ or foster parent, individual who was “in loco parentis” to

¹~~Includes same sex marriage.~~

²~~“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, or same sex individuals with a Certificate of Registered Domestic Partnership or civil unions.~~

³~~Includes the stepparent who is a same gender spouse of the employee’s parent.~~

the employee when the employee was a child, ~~same gender domestic partner, child of same gender domestic partner~~, grandparent, grandchild, parents-in-law or parents of the employee's ~~same gender registered domestic partner~~.

For purposes of OFLA, "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
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 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 member⁴.

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;
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.

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

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 parents-in-law; or the parents of the employee's ~~same gender~~ registered 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.~~ Under state 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.

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}~~ business office.

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.
R6/25/15 10/08/15 | RS

Oregon School Boards Association Selected Sample Policy

Code: GCBDA/GDBDA-AR(2)
Revised/Reviewed: **Recommend adoption**

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:¹

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 member² with a serious health condition.

Leave to start _____ Expected return date _____

¹A 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.

²"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, child of same gender domestic partner,~~ grandparent, grandchild, parents-in-law or the parents of the employee's ~~same gender~~ registered 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 check one: spouse³ ~~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 non-custodial parent biological parent adoptive parent stepparent or foster parent grandparent parent-in-law ~~or~~ parents of the employee’s ~~same gender~~ registered domestic partner grandchild

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.⁴

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.

³“Spouse” means individuals in a marriage, including “common law” marriage, same-sex marriage or same sex individuals with a Certificate of Registered Domestic Partnership.

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

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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R6/25/1510/08/15 | RS

Oregon School Boards Association Selected Sample Policy

Code: **GCBDA/GDBDA-AR(4)**
Revised/Reviewed: **Recommend adoption**

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 spouse¹, ~~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, ~~or~~ parents of ~~same-gender~~ registered 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.²

¹"Spouse" means individuals in a marriage, including "common law" marriage, same-sex marriage or same-sex individuals with a Certificate of Registered Domestic Partnership.

²Must 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.~~
- 5ba. If you choose to normally pay a portion of 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.*)
- 5eb. If the district pays any part of your share of health disability, life 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.

R6/25/1510/08/15 | RS

Oregon School Boards Association Selected Sample Policy

Code: **GCBDA/GDBDA-AR(1)**
Revised/Reviewed: **Not recommended**

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,"¹ for the purpose of taking parental leave under state law, means a biological, adopted, foster child or stepchild of the employee, ~~a child of the employee's same-gender domestic partner²~~, 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 disability.

"Contingency operation" is a military operation that:

¹For 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.

²~~Includes same-sex marriage.~~

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. Spouse³;
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. Stepparent⁴ or foster parent;

³“Spouse” means a husband or wife as defined or recognized under state law for purposes of marriage in the state where the employee resides, individuals in a marriage including “common law” marriage, and same-sex marriage or civil unions. For OFLA, spouse also includes same-sex individuals with a Certificate of Registered Domestic Partnership.

⁴Includes 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;

~~9. Same gender domestic partner;~~

~~10. Child of same gender domestic partner.~~

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

15. ~~11.~~ Grandparent;

16. ~~12.~~ Grandchild; or

17. ~~13.~~ Parents-in-law or the parents of an employee’s registered domestic partner; ~~or~~

~~14. Parent of the employee’s same gender domestic partner.~~

For OFLA purposes, 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:

18. 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;
19. 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;
20. 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;
21. Illness, disease or condition is terminal, requires constant care and poses an imminent danger of death; or
22. 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:

23. 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.
24. 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;
25. Requires constant or continuing care such as home care administered by a health care professional;
26. 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.
27. 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;
28. 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;
29. 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
30. 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:

31. 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
32. 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. 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
 - b. 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
 - c. 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
 - d. 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 or sick child leave (sick child leave and death of a family member leave are OFLA only):

33. Birth of the employee’s child and for bonding with a newborn (eligibility expires 12 months after the birth);
34. 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;
35. Care of a family member with a serious health condition;
36. Employee’s own serious health condition;
37. 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);

38. 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;
39. 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;
40. State law allows employees to take leave for the death of a family member⁵ 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;
41. 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:

42. One employee needs to care for another employee who is a family member and who is suffering from a serious health condition;
43. 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
44. Both family members are suffering from a serious health condition; or
45. The employees are taking leave for the death of a family member; or

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

46. 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 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:

- 47. The female employee takes 12 weeks of pregnancy disability leave; followed by
- 48. Twelve weeks of parental leave; followed by
- 49. 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:

- 50. The male employee takes 12 weeks of parental leave; followed by
- 51. 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:

52. 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;
53. 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
54. 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 parents-in-law, or the parents of the employee's same-gender registered domestic partner, grandparent or grandchild) the employer:

55. 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;
56. 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:

57. The employee accepts the transfer position voluntarily and without coercion;
58. The transfer is temporary, lasts no longer than necessary to accommodate the leave and has equivalent pay and benefits;
59. 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;
60. 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
61. 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:

62. The employee accepts the position voluntarily and without coercion;
63. The transfer is temporary, lasts no longer than necessary and has equivalent pay and benefits;
64. 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
65. 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.

66. 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.
67. 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.
68. 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.
69. 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.
70. 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.
71. 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.
72. 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.
73. 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 and state 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.

R6/25/15 10/08/15 RS

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 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 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 12 months, 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 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.

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

Oregon School Boards Association Selected Sample Policy

Code: **GCBDA/GDBDA-AR(2)**
Revised/Reviewed: **Not Recommended**

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:¹

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 member² with a serious health condition. (District: Use GCBDA/GDBDA-AR(3)(B) Certification Form)
Leave to start _____ Expected return date _____
Please check one: Spouse³ ~~Same gender domestic partner~~ Child⁴ ~~Child of same gender domestic partner~~ Parent Individual who was in *loco parentis* when the employee was a child Parent-in-law or the parent of the employee's registered domestic partner (OFLA leave only) ~~Parent of employee's same gender domestic partner (OFLA leave only)~~ Custodial parent Noncustodial parent Adoptive parent

¹A 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.

²"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), the definition includes a grandparent, grandchild, parents-in-law or the parents of the employee's ~~same gender~~ registered domestic partner.

³"Spouse" means individuals in a marriage including "common law" marriage and same-sex marriage. For OFLA, spouse also includes same-sex individuals with a Certificate of Registered Domestic Partnership.

⁴For 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.

Stepparent Foster parent Grandparent (OFLA leave only) Grandchild (OFLA leave only).

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 kin⁵ 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.]

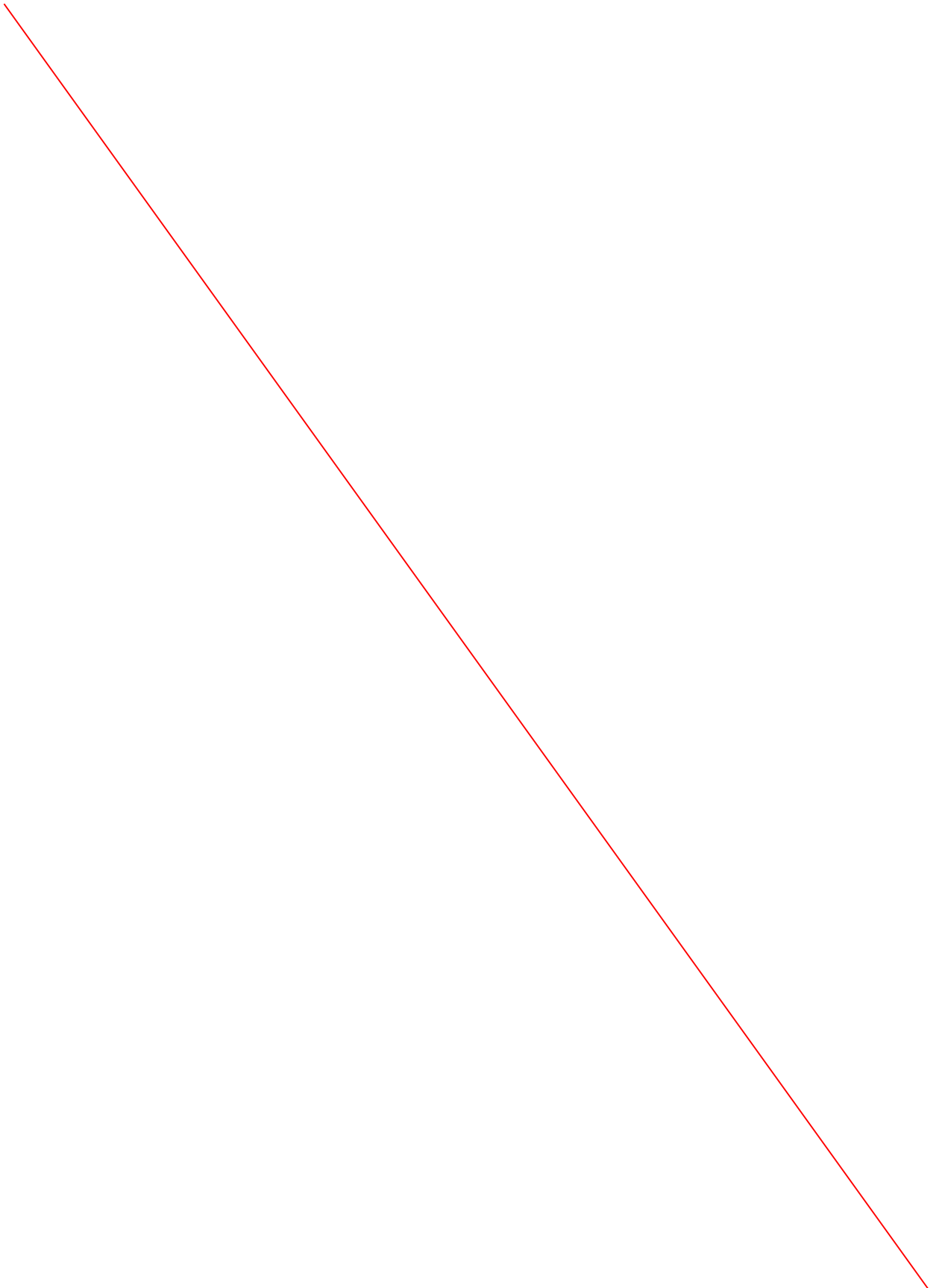
If my request for a leave is approved, it is my understanding that without an authorized extension when the need for an extension could be anticipated, I must report to duty on the first workday following the date my leave is scheduled to end. I understand that failure to do so will constitute unequivocal 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: _____

⁵"Next of kin" means the nearest blood relative of the eligible employee.



Oregon School Boards Association Selected Sample Policy

Code: **GCBDA/GDBDA-AR(4)**
Revised/Reviewed: **Not recommended**

FMLA/OFLA Eligibility Notice to Employee

DATE: _____

TO: _____
(Employee's name)

FROM: _____
(Name of appropriate employer representative)

SUBJECT: Request for FMLA and/or OFLA Leave

On _____ (date) you notified us of your need to take family/medical 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 spouse¹, ~~same gender domestic partner (OFLA leave only)~~, child² (including the biological, grandchild, adopted or foster child or stepchild of an employee, ~~child of same gender domestic partner~~ 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 (OFLA leave only), parent-in-law **or the parent of an employee's registered domestic partner (OFLA leave only)**, ~~parent of employee's same gender domestic partner (OFLA leave only)~~, custodial parent, 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 (OFLA leave only);
5. _____ A qualifying exigency arising from a spouse, son, daughter or parent in the Armed Forces on covered active duty, or in the National Guard or Reserves on covered active duty;
6. _____ Your spouse ~~or domestic partner~~ 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;

¹"Spouse" means individuals in a marriage including "common law" marriage and same-sex marriage. For OFLA, spouse also includes same-sex individuals with a Certificate of Registered Domestic Partnership.

²For FMLA, the age of the son or daughter at the onset of the disability is not relevant in determining a parent's entitlement to FMLA leave.

7. _____ A serious illness or injury, incurred in the line of duty, of a covered service member who is your spouse, son, daughter, parent or next of kin;
8. _____ For the death of a family member (OFLA only).

You notified us that you need this leave beginning on ____ (date) ____ and that you expect leave to continue until on or about ____ (date) ____ . The FMLA requires that you notify the district as soon as possible if dates of scheduled leave changes or are extended, or were initially unknown.

Except as explained below, you have a right under the FMLA and/or OFLA for up to 12 workweeks of unpaid leave in a 12-month period for the reasons listed above.³ 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 medical leave]. FMLA leave and OFLA leave generally run concurrently. In order to care for an injured service member, you are entitled to up to 26 weeks of leave in a single 12-month period to care for a qualifying service member.

Also, your health benefits under FMLA must be maintained during any period of unpaid leave under the same conditions as if you continued to work. You must be reinstated to the same or in some cases, under state or federal 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 FMLA and/or OFLA leave for a reason other than: (1) the continuation, recurrence or onset of a serious health condition which would entitle you to FMLA and/or OFLA; 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 FMLA/OFLA leave.

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

1. You are eligible not eligible for leave under the FMLA, OFLA or both.
2. The requested leave may be counted against your annual FMLA leave entitlement, OFLA both.
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 FMLA leave. We will will not require that you substitute accrued paid leave for unpaid FMLA and/or OFLA leave. If paid leave will be used the following conditions will apply: (*Explain*)

³Oregon Military Family Leave Act allows for 14 days of leave per deployment.

- 5a. If you normally pay a portion of the premiums for your health insurance, these payments will continue during the period of FMLA/OFLA 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.*)
- ~~5b. 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. The district will will not maintain benefits during OFLA leave.~~
- 5eb. If the district pays any part of your share of health disability, life or other insurance benefits while on OFLA or FMLA 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 (OFLA leave only).
- 5ed. 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. We will notify you in writing at least 15 days before the date that your health coverage will lapse. At our option, we may also pay your share of the premiums during FMLA/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 FMLA and/or OFLA leave.
- 5ed. We will will not do the same with other benefits (e.g., life insurance, disability insurance, etc.) while you are on FMLA and/or 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.
- 5fe. Except as noted above, in the event you do not return to work for the district after your FMLA and/or, OFLA leave and the district has paid your share of benefit premiums, you will will not be responsible for reimbursing the district the amount paid on your behalf, with the exceptions noted in Section 104 (c)(2)(B) of the FMLA.

6. You will 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. A list of essential functions for your position is attached. The fitness-for-duty certification must address your ability to perform these functions.
 You 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.
- 7a. You are are not a “key employee” as described in Section 825.218 of the FMLA regulations. If you are a “key employee,” restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us. (FMLA leave only.)
- 7b. We have have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. (FMLA leave only.) (*Explain (a) and/or (b) below.*)
8. While on FMLA and/or 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.
9. You will will not be required to furnish recertification relating to a serious health condition. (FMLA leave only.) (*Explain below, if necessary, including the interval between certifications as prescribed in Section 825.308 of the FMLA regulations.*)
10. 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.

R10/24/13 10/08/15 | RS

Oregon School Boards Association Selected Sample Policy

Code: **IGAL**
Adopted: **Delete from Policy**

Kindergarten Education[/Tuition]**

[The district provides education for students in kindergarten through [] grade.

In order to anticipate the number of students to enroll in the kindergarten classes for the upcoming year, the following procedure will be used:

1. On or before [November 20] of the preceding year, a formal invitation shall be given for parents to contact the school to inform the school that they have a child who meets the requirements of age and district residence. This shall be done through the school newsletter and local newspapers;
2. The information requested from the parent shall include the following: student name, student birth date, parent name, address and phone number;
3. In December of the preceding year, further notice shall be published in the local newspapers restating the above needed information;
4. In April of the year of enrollment, a formal preregistration meeting shall be held for the incoming kindergarten students and their parents. The kindergarten teacher and principal will be present to meet the students and parents. Information shall be given to the parents and formal registration information will be collected. The students will be taken to the kindergarten room and have time with the kindergarten teacher and kindergarten aide.

If there is sufficient enrollment for two kindergarten sessions (student enrollment of more than [24]) the following procedure will be used to determine how students will be placed in the morning or afternoon session: Students will be placed according to age from youngest to oldest – in order to provide the best educational environment for younger students who need the structure of morning attendance; however, the morning class size will not be allowed to exceed the afternoon class size by more than two students.

All requests for class changes due to personal hardship will be reviewed and decided by the [principal].

[AND/OR

The district may elect to offer supplemental kindergarten in district school(s).

“Supplemental kindergarten” means instructional hours provided at the kindergarten level that exceed the minimum number of instructional hours required for kindergarten by rule of the State Board of Education and that meet other standards and rules of the Board.

If the district elects to offer supplemental kindergarten, the district may charge tuition for such program, notwithstanding ORS 339.115 (1), ORS 339.141 and ORS 339.155. Such tuition must be consistent with NCLB program regulations as applicable (e.g., supplement/not supplant and Title I program regulations-schoolwide vs targeted assisted).

If the district elects to offer supplemental kindergarten, the district may not charge tuition for a student who is:

5. A member of a “low income family” as defined in ORS 339.147 (free/reduced lunch); or
6. A ward of a juvenile court or a ward of the Oregon Department of Human Services.

The district will [waive] [reduce by ___ percent] [reduce by an amount determined by the superintendent] the tuition for a student eligible to enroll in a supplemental kindergarten program offered by the district upon a showing of severe hardship by the student's parent or guardian.

“Severe hardship” is a family that is below the median family income definition for “low income” for the applicable county or region under the income limits established by the federal Housing and Urban Development (HUD) Income Limits Documentation System.^{1]}

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

[ORS 336.092](#)

[ORS 336.095](#)

[OAR 581-022-1030](#)

[OAR 581-022-1210](#)

CR6/09/08 | PH

¹ www.huduser.org/datasets/il/il2008_docsys.html

Oregon School Boards Association Selected Sample Policy

Code: **JFCF**
Adopted: **Recommend adoption v.1**

Harassment/Intimidation/Bullying/Cyberbullying/Teen Dating Violence/ Domestic Violence – Student ** (Version 1)

The Board, in its commitment to providing a positive and productive learning environment will consult with parents/guardians, employees, volunteers, students, administrators and community representatives in developing this policy in compliance with applicable Oregon Revised Statutes.

Harassment, intimidation or bullying and acts of cyberbullying by students, staff and third parties toward students is strictly prohibited. Teen dating violence is unacceptable behavior and prohibited. Retaliation against any person who reports, is thought to have reported, files a complaint or otherwise participates in an investigation or inquiry is also strictly prohibited. False charges shall also be regarded as a serious offense and will result in disciplinary action or other appropriate sanctions.

Students whose behavior is found to be in violation of this policy will be subject to discipline, up to and including expulsion. The district may also file a request with the Oregon Department of Transportation to suspend the driving privileges or the right to apply for driving privileges of a student 15 years of age or older who has been suspended or expelled at least twice for menacing another student or employee, willful damage or injury to district property or for the use of threats, intimidation, harassment or coercion. Students may also be referred to law enforcement officials.

The [principal] and the superintendent is responsible for ensuring that this policy is implemented.

Definitions

“District” includes district facilities, district premises and nondistrict property if the student is at any district-sponsored, district-approved or district-related activity or function, such as field trips or athletic events where students are under the control of the district.

“Third parties” include, but are not limited to, coaches, school volunteers, parents, school visitors, service contractors or others engaged in district business, such as employees of businesses or organizations participating in cooperative work programs with the district and others not directly subject to district control at interdistrict and intradistrict athletic competitions or other school events.

“Harassment, intimidation or bullying” means any act that substantially interferes with a student’s educational benefits, opportunities or performance, that takes place on or immediately adjacent to district grounds, at any district-sponsored activity, on district-provided transportation or at any official district bus stop, that may be based on, but not limited to, the protected class status of a person, having the effect of:

1. Physically harming a student or damaging a student’s property;
2. Knowingly placing a student in reasonable fear of physical harm to the student or damage to the student’s property;
3. Creating a hostile educational environment including interfering with the psychological well being of the student.

“Protected class” means a group of persons distinguished, or perceived to be distinguished, by race, color, religion, sex, sexual orientation¹, national origin, marital status, familial status, source of income or disability.

“Teen dating violence” means:

4. A pattern of behavior in which a person uses or threatens to use physical, mental or emotional abuse to control another person who is in a dating relationship with the person, where one or both persons are 13 to 19 years of age; or
5. Behavior by which a person uses or threatens to use sexual violence against another person who is in a dating relationship with the person, where one or both persons are 13 to 19 years of age.

“Domestic violence” means abuse by one or more of the following acts between family and household members²:

6. Attempting to cause or intentionally, knowingly or recklessly causing bodily injury;
7. Intentionally, knowingly or recklessly placing another in fear of imminent bodily injury;
8. Causing another to engage in involuntary sexual relations by force or threat of force.

“Cyberbullying” is the use of any electronic communication device to harass, intimidate or bully.

“Retaliation” means harassment, intimidation or bullying, teen dating violence and acts of cyberbullying toward a person in response to a student for actually or apparently reporting or participating in the investigation of harassment, intimidation or bullying, teen dating violence and acts of cyberbullying or retaliation.

¹“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 behaviors differs from that traditionally associated with the individual’s sex at birth.

²“Family or household members” [as defined in ORS 107.705] OR [means any of the following:

1. Spouses;
2. Former spouses;
3. Adult persons related by blood, marriage or adoption;
4. Persons who are cohabiting or who have cohabited with each other;
5. Persons who have been involved in a sexually intimate relationship with each other within two years immediately preceding the filing by one of them of a petition under Oregon Revised Statute 107.710;
6. Unmarried parents of a child.]
- 7.

Reporting

{Principal or designee} will take reports and conduct a prompt investigation of any report of an act of harassment, intimidation or bullying and acts of cyberbullying. Any employee who has knowledge of conduct in violation of this policy shall immediately report his/her concerns to the {Principal or designee} who has overall responsibility for all investigations. Any employee who has knowledge of incidents of teen dating violence that took place on district property, at a district-sponsored activity or in a district vehicle or vehicle used for transporting students to a district activity, shall immediately report the incident to the {Principal or designee}. Failure of an employee to report an act of harassment, intimidation or bullying, teen dating violence or an act of cyberbullying to the {Principal or designee} may be subject to remedial action, up to and including dismissal. Remedial action may not be based solely on an anonymous report.

Any student who has knowledge of conduct in violation of this policy or feels he/she has been harassed, intimidated or bullied, a victim of teen dating violence and acts of being cyberbullied in violation of this policy is encouraged to immediately report his/her concerns to the {Principal or designee} who has overall responsibility for all investigations. Any volunteer who has knowledge of conduct in violation of this policy is encouraged to immediately report his/her concerns to the {Principal or designee} who has overall responsibility for all investigations.

This report may be made anonymously. A student or volunteer may also report concerns to a teacher or counselor who will be responsible for notifying the appropriate district official.

Complaints against the principal shall be filed with the superintendent. Complaints against the superintendent shall be filed with the Board chair.

The complainant shall be notified of the findings of the investigation and, as appropriate, that remedial action has been taken. The complainant may request that the {superintendent or designee} review the actions taken in the initial investigation, in accordance with ~~{administrative regulations}~~ district complaint procedures.

The district shall incorporate into existing training programs for students information related to the prevention of, and the appropriate response to, acts of harassment, intimidation or bullying and acts of cyberbullying.

The district shall incorporate age-appropriate education about teen dating violence and domestic violence into new or existing training programs for students in grade 7 through 12.

The district shall incorporate into existing training programs for staff, information related to the prevention of, and the appropriate response to, acts of harassment, intimidation or bullying, teen dating violence, domestic violence and acts of cyberbullying.

The superintendent or designee shall be responsible for ensuring annual notice of this policy is provided in a student or employee handbook, school and district website, and school and district office ~~{and the development of administrative regulations, including reporting and investigative procedures}~~. [Complaint procedures, as established by the district, shall be followed.]

Domestic violence posters provided by the Oregon Department of Education (ODE) shall be posted in clearly visible locations on school campuses in accordance with rules adopted by the ODE.

END OF POLICY

Legal Reference(s):

[ORS 163.190](#)
[ORS 166.065](#)
[ORS 166.155 to -166.165](#)
[ORS 174.100\(6\)](#)
[ORS 332.072](#)

[ORS 332.107](#)
[ORS 339.240](#)
[ORS 339.250](#)
[ORS 339.254](#)
[ORS 339.351 to -339.366](#)

[OAR 581-021-0045](#)
[OAR 581-021-0046](#)
[OAR 581-021-0055](#)
[OAR 581-022-1140](#)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2006).

R5/23/12 10/08/15 | PH

Oregon School Boards Association Selected Sample Policy

Code: **JFCF**
Adopted: **Not recommended**

~~[Hazing/]Harassment/Intimidation/[Menacing/]Bullying/Cyberbullying/Teen Dating Violence/**Domestic Violence** – Student ** (Version 2)~~

The Board, in its commitment to providing a positive and productive learning environment will consult with parents/guardians, employees, volunteers, students, administrators and community representatives in developing this policy in compliance with applicable Oregon Revised Statutes. [Hazing,] harassment, intimidation or bullying[, menacing] and acts of cyberbullying by students, staff and third parties toward students is strictly prohibited. Teen dating violence is unacceptable behavior and prohibited. Retaliation against any person who reports, is thought to have reported, files a complaint or otherwise participates in an investigation or inquiry is also strictly prohibited. False charges shall also be regarded as a serious offense and will result in disciplinary action or other appropriate sanctions.

Students whose behavior is found to be in violation of this policy will be subject to discipline, up to and including expulsion. The district may also file a request with the Oregon Department of Transportation to suspend the driving privileges or the right to apply for driving privileges of a student 15 years of age or older who has been suspended or expelled at least twice for menacing another student or employee, willful damage or injury to district property or for the use of threats, intimidation, harassment or coercion. Students may also be referred to law enforcement officials.

The [principal] and the superintendent is responsible for ensuring that this policy is implemented.

Definitions

“District” includes district facilities, district premises and nondistrict property if the student is at any district-sponsored, district-approved or district-related activity or function, such as field trips or athletic events where students are under the control of the district.

“Third parties” include, but are not limited to, coaches, school volunteers, parents, school visitors, service contractors or others engaged in district business, such as employees of businesses or organizations participating in cooperative work programs with the district and others not directly subject to district control at interdistrict and intradistrict athletic competitions or other school events.

[“Hazing” includes, but is not limited to, any act that recklessly or intentionally endangers the mental health, physical health or safety of a student for the purpose of initiation or as a condition or precondition of attaining membership in, or affiliation with, any district-sponsored activity or grade level attainment, (i.e., personal servitude, sexual stimulation/sexual assault, forced consumption of any drink, alcoholic beverage, drug or controlled substance, forced exposure to the elements, forced prolonged exclusion from social contact, sleep deprivation or any other forced activity that could adversely affect the mental or physical health or safety of a student); requires, encourages, authorizes or permits another to be subject to wearing or carrying any obscene or physically burdensome article; assignment of pranks to be performed

or other such activities intended to degrade or humiliate. It is not a defense against hazing that the student subjected to hazing consented to or appeared to consent to the hazing.]

“Harassment, intimidation or bullying” means any act that substantially interferes with a student’s educational benefits, opportunities or performance, that takes place on or immediately adjacent to district grounds, at any district-sponsored activity, on district-provided transportation or at any official district bus stop, that may be based on, but not limited to, the protected class status of a person, having the effect of:

1. Physically harming a student or damaging a student’s property;
2. Knowingly placing a student in reasonable fear of physical harm to the student or damage to the student’s property;
3. Creating a hostile educational environment including interfering with the psychological well being of the student and may be based on, but not limited to, the protected class of the person.

“Protected class” means a group of persons distinguished, or perceived to be distinguished, by race, color, religion, sex, sexual orientation¹, national origin, marital status, familial status, source of income or disability.

“Teen dating violence” means:

1. A pattern of behavior in which a person uses or threatens to use physical, mental or emotional abuse to control another person who is in a dating relationship with the person, where one or both persons are 13 to 19 years of age; or
2. Behavior by which a person uses or threatens to use sexual violence against another person who is in a dating relationship with the person, where one or both persons are 13 to 19 years of age.

“Domestic violence” means abuse as defined by Oregon Revised Statute (ORS) 107.705 between family and household members, as those terms are described in ORS 107.705.

“Cyberbullying” is the use of any electronic communication device to harass, intimidate or bully. [Students and staff will refrain from using personal communication devices or district [property] [equipment] to violate this policy.]

“Retaliation” means [hazing,]harassment, intimidation or bullying,[menacing,] teen dating violence and acts of cyberbullying toward a person in response to a student for actually or apparently reporting or participating in the investigation of [hazing,]harassment, intimidation or bullying,[menacing,] teen dating violence and acts of cyberbullying or retaliation.

[“Menacing” includes, but is not limited to, any act intended to place a district employee, student or third party in fear of imminent serious physical injury.]

¹“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 behaviors differs from that traditionally associated with the individual’s sex at birth.

Reporting

[Employee position title²] will take reports and conduct a prompt investigation of any report of an act of [hazing,] harassment, intimidation or bullying,[menacing,] and acts of cyberbullying. Any employee who has knowledge of conduct in violation of this policy shall immediately report his/her concerns to the [employee position title] who has overall responsibility for all investigations. Any employee who has knowledge of incidents of teen dating violence that took place on district property, at a district-sponsored activity or in a district vehicle or vehicle used for transporting students to a district activity shall immediately report the incident to the [employee position title]. Failure of an employee to report an act of [hazing,] harassment, intimidation or bullying[, menacing] or an act of cyberbullying to the [employee position title] may be subject to remedial action, up to and including dismissal. Remedial action may not be based solely on an anonymous report.

Any student who has knowledge of conduct in violation of this policy or feels he/she has been [hazed,] harassed, intimidated or bullied,[menaced,] a victim of teen dating violence and acts of being cyberbullied in violation of this policy is encouraged to immediately report his/her concerns to the [employee position title] who has overall responsibility for all investigations. Any volunteer who has knowledge of conduct in violation of this policy is encouraged to immediately report his/her concerns to the [employee position title] who has overall responsibility for all investigations.

This report may be made anonymously. A student or volunteer may also report concerns to a teacher or counselor who will be responsible for notifying the appropriate district official.

Complaints against the principal shall be filed with the superintendent. Complaints against the superintendent shall be filed with the Board chair.

The complainant shall be notified of the findings of the investigation and, as appropriate, that remedial action has been taken. The complainant may request that the [superintendent] review the actions taken in the initial investigation, in accordance with [administrative regulations][district complaint procedures].

The district shall incorporate into existing training programs for students information related to the prevention of, and the appropriate response to, acts of harassment, intimidation or bullying and acts of cyberbullying.

The district shall incorporate age-appropriate education about teen dating violence and domestic violence into new or existing training programs for students in grade 7 through 12.

The district shall incorporate into existing training programs for staff information related to the prevention of, and the appropriate response to, acts of harassment, intimidation or bullying, teen dating violence and domestic violence and acts of cyberbullying.

The superintendent shall be responsible for ensuring annual notice of this policy is provided in a student or employee handbook, school and district's website, and school and district office[and the development of administrative regulations, including reporting and investigative procedures].[Complaint procedures, as established by the district, shall be followed.]

²Required by state law House Bill 2599 (HB 2599). All other bracketed language exceeds the requirements of HB 2599 and is under Board authority ORS 332.107.

Domestic violence posters provided by the Oregon Department of Education (ODE) shall be posted in clearly visible locations on school campuses in accordance with rules adopted by the ODE.

END OF POLICY

Legal Reference(s):

[ORS 163.190](#)
[ORS 166.065](#)
[ORS 166.155 to -166.165](#)
[ORS 174.100\(6\)](#)
[ORS 332.072](#)

[ORS 332.107](#)
[ORS 339.240](#)
[ORS 339.250](#)
[ORS 339.254](#)
[ORS 339.351 to -339.366](#)

[OAR 581-021-0045](#)
[OAR 581-021-0046](#)
[OAR 581-021-0055](#)
[OAR 581-022-1140](#)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2006).
R5/23/1210/08/15 | PH

Oregon School Boards Association Selected Sample Policy

Code: **KL**
Adopted: **Not recommended**

Public Complaints* (Version 1)

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 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 there is proper channeling of complaints, including but not limited to, the following:

1. Instruction;
2. Discipline;
3. Learning materials; or
4. Retaliation against a student or a student's parent who in good faith reported information that the student believes is evidence of a violation of state and federal law, rule or regulation.

Such complaints should be handled in the following order unless otherwise identified (See administrative regulation KL-AR - Public Complaint Procedure for specific procedures and timelines):

5. Teacher/Employee;
6. Principal;
7. Superintendent;
8. 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] [Board vice chair].

If a complaint alleges a violation of state standards or a violation of other statutory or administrative rule that the State Superintendent of Public Instruction has appeal responsibilities, 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

Legal Reference(s):

[ORS 192.610 to -192.690](#)
[ORS 332.107](#)

[OAR 581-022-1940](#)
[OAR 581-022-1941](#)

House Bill (HB) 3371 (2015)

Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).
Connick v. Myers, 461 U.S. 138 (1983).
HR6/25/15 10/08/15 | PH

Oregon School Boards Association Selected Sample Policy

Code: **KL**
Adopted: **Not recommended**

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.]

[The Board advises the public that the proper channeling of complaints is as follows:

1. Teacher/Employee;
2. Principal;
3. Superintendent;
4. Board.]

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 or domestic 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.

A complaint of retaliation against a student or a student's parent who in good faith reported information that the student believes is evidence of a violation of state and federal law, rule or regulation, should be reported to the administrator.

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 or a violation of other statutory or administrative rule that the State Superintendent of Public Instruction has appeal responsibilities, 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

Legal Reference(s):

[ORS 192.610 to -192.690](#)
[ORS 332.107](#)

[OAR 581-022-1940](#)
[OAR 581-022-1941](#)

House Bill (HB) 3371 (2015)

Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).
Connick v. Myers, 461 U.S. 138 (1983).
HR 6/25/15 10/08/15 | PH

Oregon School Boards Association Selected Sample Policy

Code: **KL**
Adopted: **Recommend adoption**

Public Complaints* (Version 3)

Members of the public and students are encouraged to make their concerns known to the district and to give the district an opportunity to review those concerns and respond to them. Complaints about instructional materials, staff members, ~~or~~ alleged violation of state standards or retaliation against a student or a student's parent who in good faith reported information that the student believes is evidence of a violation of state and federal law, rule or regulation, 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 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 timely¹ 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 or a violation of other statutory or administrative rule that the State Superintendent of Public Instruction has appeal responsibilities, 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

¹The 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](#)

House Bill (HB) 3371 (2015)

Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).
Connick v. Myers, 461 U.S. 138 (1983).
~~HR6/25/15~~10/08/15 | PH

Oregon School Boards Association Selected Sample Policy

Code: **KL**
Adopted: **Not Recommended**

Public Complaints* (Version 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, the Board member shall refer the person making the complaint to the superintendent or designee. A Board member shall not attempt to respond, review, handle or resolve such complaints as the individual board member has no authority to do so.

A complaint of retaliation against a student or a student's parent who in good faith reported information that the student believes is evidence of a violation of state and federal law, rule or regulation, should be made to the superintendent. After exhausting the local complaint process, the complainant may file an appeal with the State Superintendent of Public Instruction under Oregon Administrative Rule (OAR) 581-022-1940.

If the person making the complaint 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 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, 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 decision shall be made by the Board within [20] working days from receipt of the complaint. 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. If a complaint alleging a violation of state standards or a violation of other statutory or administrative rule that the State Superintendent has appeal responsibilities, 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

Legal Reference(s):

[ORS 192.610 to -192.690](#)
[ORS 332.107](#)

[OAR 581-022-1940](#)
[OAR 581-022-1941](#)

House Bill (HB) 3371 (2015)

Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).
Connick v. Myers, 461 U.S. 138 (1983).
HR6/25/15 10/08/15 | PH

Oregon School Boards Association Selected Sample Policy

Code: **KL-AR**
Revised/Reviewed: **Recommend adoption**

Public Complaint Procedure

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.

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 and is, ~~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 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 or a violation of other statutory or administrative rule that the State Superintendent of Public Instruction has appeal responsibilities, 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 _____

Who should we talk to and what evidence should we consider? _____

Suggested solution/resolution/outcome: _____

*Additional pages may be added if necessary

I (We) understand that the Board of Directors/Superintendent may request from me (us) further information about this complaint, and if such information is available, I (we) shall present it upon request.

I (We) also understand that a copy of this complaint will be given by the Board of Directors/ Superintendent to the person(s) against whom this complaint is being made, and he (they) will be given the opportunity to respond in writing to this complaint and that I (we) will receive a copy of such response.

I (We) also understand that if a hearing is held on this complaint by the Board of Directors/ Superintendent or a committee thereof, such hearing will be held in Executive Session and that I (we) will be informed of the time, date, and place such hearing will be held.

I (We) certify under penalty of perjury that the foregoing is true and correct. Executed this _____ day of _____, at Lowell, Oregon.

Signature(s) _____ Date _____

Office Use: Disposition of Complaint:	

Signature: _____	Date: _____

cc: District Office

HR6/25/15 10/08/15 | PH

Oregon School Boards Association Selected Sample Policy

Code: **LBE-AR**
Revised/Reviewed: **Recommend adoption**

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]~~ ~~[March 31st]~~¹.

¹The 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 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 nonschool 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. An equitable lottery may incorporate a weighted lottery for historically underserved students. ~~{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) ²{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) ²{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, and may implement a weighted lottery for historically underserved students. Historically underserved students are at risk because of any combination of two or more factors including their race, ethnicity, English language proficiency, socioeconomic status, gender, sexual orientation, disability and geographic location.

(12) Transportation of students:

(a) Public charter school law requires the following:

²{District should choose one of the options presented as "3)" above.}

- (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;
 - (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~~Insurance³:
 - (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;

³Insurance 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 (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.
 - 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.

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 GCBDA/GDBDA-AR(1) - **Federal** Family and Medical Leave/State Family Medical Leave (Required)
 GCBDA/GDBDA-AR(2) - Request for **Family and Medical (or FMLA)** Leave (Required)
 GCBDA/GDBDA-AR(4) - **FMLA/OFLA** Eligibility Notice to Employee (Required)
OR
 GCBDA/GDBDA-AR(1) - **Oregon** Family Medical Leave (Required)
 GCBDA/GDBDA-AR(2) - Employee Request for **OFLA** Leave (Required)
 GCBDA/GDBDA-AR(4) - **OFLA** Eligibility Notice to Employee (Required)
 IGAL - Kindergarten Education[/Tuition]** (**Delete**)
 JFCF - Harassment/Intimidation/Bullying/Cyberbullying/Teen Dating Violence/Domestic Violence – Student** (Version 1) (Required) **OR** JFCF - [Hazing/]Harassment/Intimidation/[Menacing/]Bullying/Cyberbullying/Teen Dating Violence/Domestic Violence – Student ** (Version 2) (Required)
 KL - Public Complaints (Versions 1, 2, 3 or 4) (Highly Recommended)
 KL-AR - Public Complaint Procedures (Highly Recommended)
 LBE-AR - Public Charter Schools (Highly Recommended)

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

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If you have questions regarding this publication or OSBA, please call our offices:
503-588-2800 or 800-578-6722

EDIT TO DJC-AR

There is a minor edit to DJC-AR - Special Procurements and Exemptions from Competitive Bidding. Under **section 10. Telecommunications Systems - Hardware and Software Contracts, delete** “b. (4): Be advertised in accordance with applicable provisions of the public contracting code.”

Item b. is guidance for an intermediate purchase; intermediate purchases no longer need to be advertised.

SCHOOL AND STUDENT SAFETY

Summary

House Bill 2661 (2015) revised Oregon Revised Statute (ORS) 336.071 adding lockout, shelter in place and evacuation to the required trainings and instruction for student safety. It also changed language from ‘coastal’ to ‘tsunami’ hazard zones. In addition, the House Bill added, a school board may now conduct an executive session to discuss “matters relating to school safety or a plan that responds to safety threats made toward a school...” pursuant to ORS 192.660(2)(k).

Legal Reference

Add ORS 192.660(2)(k) to both policies, EBCB and EBC/EBCA

Collective Bargaining Impact

None

Local District Responsibility

It is recommend that the district review the recommended revisions of this highly recommended policy and adopt the policy as revised.

Policy Implications

EBCB - Emergency Drills and Instruction (Highly Recommended)
EBC/EBCA - Emergency Procedures and Disaster Plans (Optional)

NUTRITION AND WELLNESS

Summary

House Bill 2404 (2015) revised Oregon Revised Statute 336.423 to align it with federal standards for meal programs.

Legal Reference

None

Collective Bargaining Impact

None

Local District Responsibility

Add and revise policy and administrative regulation language as recommended in the attached samples. The nutrition administrative regulation (AR), EFAA-AR, is required to be adopted by the board, unlike other ARs that only require review by the board. The AR sample for the Local Wellness Program policy, EFA-AR, is optional.

Also note, the district only needs to adopt policy EFA, EFAA and its AR if the ESD operates a school that provides a meal program that it receives reimbursement for meal services from the Oregon Department of Education.

Policy Implications

EFA - Local Wellness Program (Required)
EFA-AR - Local Wellness Program (Optional)
EFAA-AR - Reimbursable Meal Programs (Required)

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.

FMLA AND OFLA - Definition of Spouse

Summary

The United States Supreme Court case, *Obergefell v. Hodges*, 576 U.S., granted same-sex couples the right to marry. Oregon, previous to this decision, allowed same-sex partners to enter into a domestic partner relationship by obtaining a Certificate of Registered Domestic Partnership (CRDP). In conversation with the Oregon Bureau of Labor and Industries, it was confirmed that same-sex couples who had obtained a CRDP prior to the *Obergefell v. Hodges* decision, and have either chosen to not marry or have not yet married, are still eligible for Oregon Family Leave Act (OFLA) leave benefits.

This update revises the definition of spouse for Family Medical Leave Act (FMLA).

Therefore, this definition of spouse is used only in FMLA, but since Oregon also recognizes a Certificate of Registered Domestic Partnership, the domestic partner language remains in the definition of spouse for any OFLA only administrative regulations.

In addition, revisions were made in the 'Continuation of Health Insurance Benefits' section as a result of House Bill 2600 (2015), which aligned OFLA continuation of health insurance benefits with FMLA.

Legal Reference

None

Collective Bargaining Impact

None

Local District Responsibility

If the district has the 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. 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. *Please pay special attention to which version of these ARs get selected, OFLA only versus FMLA/OFLA.*

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)

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

OR

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

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

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

KINDERGARTEN

Summary

Senate Bill 248 (2011 Legislation, Chapter 704, Section 3) amended Oregon Revised Statute 336.095 providing for free all-day kindergarten beginning July 1, 2015 and applicable to the 2015-2016 school year.

Legal Reference

None

Collective Bargaining Impact

None

Local District Responsibility

Districts who adopted this policy as a result of offering and charging tuition for full-day kindergarten prior to the 2015-2016 school year, the district should now repeal this policy.

Policy Implications

IGAL - Kindergarten Education[/Tuition]** (*Delete*)

DOMESTIC VIOLENCE

Summary

Senate Bill 790 (2015) added the term “domestic violence” to new or existing, age-appropriate training programs for students in grades 7 through 12 and for school employees. Additionally, it requires districts to include notice of this policy in communication to students and parents, i.e., the district’s student/parent handbook. It further adds that districts will cause the posting of the required posters, as provided by the Oregon Department of Education when available, in clearly visible locations in appropriate school campuses.

Legal Reference

None

Collective Bargaining Impact

None

Local District Responsibility

Review and adopt the new required language in board policy.

Policy Implications

JFCF - Harassment/Intimidation/Bullying/Cyberbullying/Teen Dating Violence/Domestic Violence – Student** (Version 1) (Required)

or

JFCF - [Hazing/]Harassment/Intimidation/[Menacing/]Bullying/Cyberbullying/Teen Dating Violence/Domestic Violence – Student ** (Version 2) (Required)

COMPLAINTS

Summary

House Bill (HB) 3371 (2015) prohibits retaliation toward a student or a student's parent, who alleges and has reported in good faith, information that the student believes is evidence of a violation of a state or federal law, rule or regulation, and requires districts to establish a process for prompt resolution of such a complaint.

Legal Reference

Add House Bill (HB) 3371 (2015)

Collective Bargaining Impact

None

Local District Responsibility

It is recommended the district review and adopt the revised language in the highly recommended board policy KL - Public Complaint, and also recommend KL-AR for board review of the revised, recommended language.

Policy Implications

KL - Public Complaints (Versions 1, 2, 3 or 4) (Highly Recommended)
KL-AR - Public Complaint Procedures (Highly Recommended)

CHARTER SCHOOL ADMISSIONS

Summary

Senate Bill 820 (2015) amended Oregon Revised Statute (ORS) 338.125, effective immediately, allowing public charter schools to select students through a weighted lottery that favors historically underserved students. Historically underserved students are at risk because of any combination of two or more factors including their race, ethnicity, English language proficiency, socioeconomic status, gender, sexual orientation, disability and geographic location.

These amendments sunset January 2, 2020, beginning with the 2020-2021 school year.

Legal Reference

None

Collective Bargaining Impact

None

Local District Responsibility

It recommended that a district add the revised language to the highly recommended administrative regulation, LBE-AR - Public Charter Schools, for board review.

Policy Implications

LBE-AR - Public Charter Schools (Highly Recommended)

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.

TRY OUR ONLINE POLICY DEMO

OSBA's [online policy service](#) has a demo site for districts interested in a public online policy manual. This service saves time, resources and reams of paper. With one centrally-located policy manual updated electronically, you have instant access to current district policies.

Go to policy.osba.org and select "Policy Online Demo." The online manual includes a subscription to [Policy Update and policy manual maintenance service](#) to help keep policies current.

OSBA offers several options. Contact Policy Services to determine the best option for you, 800-578-6722 or 503-588-2800.

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.

Lowell School District

AGREEMENT FOR PERSONAL SERVICES

THIS Contract is hereby entered into by the Lowell School District, hereinafter referred to as DISTRICT, and

John VonDoloski

CONTRACTOR

SOCIAL SECURITY NUMBER
OR FEDERAL TAX ID NUMBER

MAILING ADDRESS

CITY

STATE

ZIP

hereinafter referred to as CONTRACTOR.

CONTRACTOR agrees to provide to DISTRICT the services enumerated in Section F of this Contract under the following terms and conditions:

- A. Services shall begin January 1, 2016 and shall be completed by June 30, 2016.
- B. CONTRACTOR understands and agrees that he and all of his employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR'S employees.
- C. CONTRACTOR shall furnish, at his own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Contract.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR'S negligence in the performance of this Contract, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR'S employees or agents.

F. Services to be rendered to the DISTRICT by the CONTRACTOR are as follows:

➤ **January:**

- Develop and submit the application for establishing a 501(c)3 Bridge Educational Foundation
- Travel to Lowell and work with District leadership
- Evaluate potential sites for Charter School
- Develop transition plan for becoming a team member on the Lowell staff in April
- Complete a thorough evaluation and customization of charter school documents
- Review grant applications and begin student/teacher recruitment plan
- Initiate the Western Collegiate relationship
- Initiate the early stages of website/logo/promotional materials development
- Work on and establish calendar of events up to the start of school
- Be on call for District personnel to address issues that may come up

➤ **February:**

- Provide thorough evaluation, modification, and formulation of Service Delivery Model and curriculum development, attendance documentation, and organization structure
- Work with District leadership and the chain of command, job descriptions and responsibilities
- Work with District leadership to establish compensation and benefits structure
- Create and seek District leadership approval of vision statement, mission statement, core values
Develop quality presentation for school board, potential parents and students, etc.
- Continued website development
- Be on call for District personnel to address issues that may come up

➤ **March:**

- Finalize budget development
- Launch website
- Relocate from Michigan
- Continue the work on marketing development, logo, brochure, fliers and advertising for connecting and communicating to 1,500 registered home-schoolers and other potential students in Lane County
- Be on call for District personnel to address issues that may come up

➤ **April:**

- Begin Formal Employee Relationship with the District
- Relocation of family to Lane County
- Implementation of marketing strategy, communication of mission, vision, core values, open houses, office visits, phone calls
- Continued website development
- Begin interviewing teachers, host open houses for potential families
- Be on call for District personnel to address issues that may come up

- **May**
 - Teacher and staff recruitment, interviews, hiring
 - Recruitment and school board development
 - Continued marketing implementation, open house, office visits and internship recruiting
 - Contract development
 - Calendar development
 - Be on call for District personnel to address issues that may come up
 - **June:**
 - Finalize site selection, lease agreement, facility furnishing, technology plan, software and school management processes, financial systems and procurement plan ready for implementation site
 - Site preparation and move in, open house
- G. Neither party shall assign or delegate any part of this Contract without the written consent of the other party.
- H. Payments will be made by the DISTRICT to the CONTRACTOR upon receipt of invoice and acceptance by District as reflected below:
- January, February and March monthly payments of \$3,000, to be paid not later than the last day of each month.
 - April, May and June monthly payments of \$5,000, to be paid not later than the last day of each month.
- I. This Contract may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.
- J. The Lowell School District has adopted a policy prohibiting the use of tobacco products anywhere and anytime on all District properties.
- K. Companies contracting with the District must certify that none of the employees who may come in contact with students has been convicted of a violent or serious felony. All employees of a business with which the District contracts who may have contact with pupils must submit fingerprints to the Oregon Department of Education. This requirement does not apply when the District determines that the contract employee will have limited contact with pupils. Contact with pupils is considered to be "limited" if any or all of the following criteria are met: 1) the contract employee will be on the school grounds for brief periods of time; 2) students will not be in close proximity to the area in which the contract employee is working; 3) the contract employee will not be working alone on the school grounds.

The contractor signing this agreement must initial one of the blanks below:

_____ I certify that I nor any of my employees are subject to Oregon Department of Education clearance because they will either not come in contact or come in limited contact with pupils.

_____ I certify that none of my employees who may have contact with pupils have been convicted of a felony, i.e. certain serious or violent crimes, sex, or drug offenses. A list of the names of my employees who may come in contact with pupils is attached.

- L. CONTRACTOR, **upon request**, must complete the attached IRS Form W-9 "Request for Taxpayer Identification Number and Certification."

THIS CONTRACT IS ENTERED INTO THIS 7th DAY OF December, 2015.

FOR THE DISTRICT:

FOR THE CONTRACTOR:

Walt L. Hanline

SIGNATURE

SIGNATURE

Walt L. Hanline, Ed.D.

NAME

NAME

Superintendent

TITLE

TITLE

December 7, 2015

DATE

DATE

**Lane Education Service District
2015-16 Service Order Statement**

November 3, 2015

District: Lowell

Funds Available

2015-16 Flex Allocation	\$ 109,800
2014-15 Flex Carryover	\$ -
Total Flex Dollars Available	\$ 109,800

Services	Units	Participation/ # of Units	Unit Cost	
1 Transit Dollars by ADMw	Maximum	--	\$ 61,248	\$ -
2 Career & Technical Education	Programs	2	\$ 1,500	\$ 3,000
3 Learn360	ADMr	Yes	\$ 0.36	\$ 89
4 Tragedy Response	ADMr	Yes	\$ 0.04	\$ 10
5 Direction Service	ADMr	Yes	\$ 1.62	\$ 400
6 Substitute List	ADMr	Yes	\$ 0.36	\$ 89
7 Courier Service	Per district	Yes	\$ 2,900	\$ 2,900
8 School Psychologist	FTE	0.375	\$ 115,000	\$ 43,125
9 Behavior Teacher	FTE	0	\$ 88,100	\$ -
10 Behavior Consultant	FTE	0.00	\$ 102,000	\$ -
11 Speech & Language Pathologist	FTE	0.500	\$ 100,700	\$ 50,350
12 Lane School Placement: K-3	Slot	0	\$ 26,000	\$ -
13 Lane School Placement: 4-8	Slot	0	\$ 26,000	\$ -
14 Life Skills Consortium Placement	Slot	3	\$ 34,500	\$ 103,500
15 Augmentative Communication	Student	0	\$ 3,900	\$ -
16 MLK Jr Ed Center Tuition	Dollars	--	--	
17 Attendance/Truancy	Dollars	--	--	
18 Custom Service	--	--	--	
19 Custom Service	--	--	--	
20 Custom Service	--	--	--	
21 Custom Service	--	--	--	
Total Cost of Services Ordered				\$ 203,463

Flex Dollar Balance \$ (93,663)

**Lane Education Service District
School District Transit Dollar Request for Fiscal Year 2016-17**

Pursuant to ORS 334.177, as amended by 2013 House Bill 3401, a component school district board may request that a percentage of the state formula revenue received by Lane ESD be distributed to the school district for any purpose identified by the school district board. The request for these "Transit Dollars" will be distributed on an ADMw basis.

The ORS requires that the component school district Board submit the request to the Lane Education Service District Board. The percentage of funds requested may affect the school district's ability to participate in the formal governance of Lane Education Service District.

The following school district requests the amount of funds identified below for fiscal year 2016-17.

Name of District: _____

Date of Board Action: _____

District Representative: _____

Signature: _____

Date Submitted: _____

Select One

	<p>Not to Exceed 50% <i>The school district may request up to 50% of their funds without having any impact on their ability to participate in the formal governance of Lane ESD.</i></p>
	<p>Between 50% and 100% * <i>If the district requests 50-100% of their funds it may only act in an advisory capacity for decisions made in relation to the governance of Lane ESD. This precludes the school district from voting for the Lane ESD local service plan. The percentage requested that exceeds 75% must be used to purchase services from one or more ESDs, not including Lane ESD.</i></p>

*Districts requesting 100% of their funds will be considered withdrawn from their ESD.

100 YARD CLUB	4,900.00
AP ACTIVITIES	720.00
ASB	-795.88
ATHLETICS	5,459.39
BASEBALL	130.66
BOYS BASKETBALL	276.38
CAFETERIA	100.01
CLASS OF 2015	558.93
COMMUNITY ASSISTANCE FUND	398.16
CURRICULUM AND MATERIALS	1,875.03
EDGERTON AROUND THE WORLD	6.70
FOOTBALL	1,000.19
FUNDRAISING OPERATIONS	1,974.68
FUTURE FARMERS OF AMERICA	998.50
GIRLS BASKETBALL	1,471.46
HONOR SOCIETY	455.43
JH SPORTS	2,029.32
JH STUDENT BODY	2,278.18
K-12 ASSEMBLIES	1,386.62
LHS DRAMA	1,536.97
LIBRARY FUND	574.28
LUNDY CLOTHES CLOSET	500.38
LUNDY ELEMENTARY	990.08
MUSIC	9,038.10
NEXUS WOODWORKING	4,230.33
PARENT TEACHER ORG. (PTO)	5,008.12
PLAYGROUND SUPPLIES	128.10
SCIENCE DEPARTMENT	108.78
SOFTBALL	554.00
TAG	391.23
TRACK	1,064.07
U of O cleanup-Academics	1,144.00
VOLLEYBALL	2,293.93
WEIGHT ROOM EQUIPMENT	77.72
WOODSHOP	1,494.06
WRESTLING	1,976.45
YEARBOOK LHS	-852.15
Total BANNER BANK	55,482.21

Mountain View Charter School
2015-16 General Fund Financial Summary
November 30, 2015

	Budget	Actual: Jul-Nov		Projected: Dec-Jun		Projected for Year	Over/(Under) Budget		
Resources									
State School Fund	661,250	207,153	31.3%	421,468	63.7%	628,621	(32,629)	-5.2%	(1)
Donations	5,000	250	5.0%	5,000		5,250	250	4.8%	
Open Enrollment	10,500			10,500		10,500			
Fundraising		56				56	56		
Interest	50		0.0%			-	(50)		
Total Revenues	676,800	207,459	30.7%	436,968	64.6%	644,427	(32,373)	-5.0%	
Beginning Fund Balance	40,000	15,691		-		15,691	(24,309)	-154.9%	
Total Resources	716,800	223,150	31.1%	436,968	61.0%	660,118	(56,682)	-8.6%	
Requirements									
Salaries	347,495	95,236	27.4%	256,152	73.7%	351,388	3,893	1.1%	(2)
Benefits	138,461	38,607	27.9%	100,667	72.7%	139,274	812	0.6%	(3)
Purchased Services	96,877	40,704	42.0%	58,898	60.8%	99,602	2,725	2.7%	(4)
Supplies and Materials	28,495	26,484	92.9%	4,965	17.4%	31,449	2,954	9.4%	(5)
Capital Outlay		-				-	-	-	
Other	5,250	4,820		575		5,395	145	2.7%	
Transfers		-				-	-		
Total Expenditures	616,578	205,851	33.4%	421,256	68.3%	627,107	10,529	1.7%	
Contingency/Carryover	100,222	17,300	17.3%	15,712	15.7%	33,011	(67,210)	-203.6%	(6)
Total Requirements	716,800	223,150	31.1%	436,968	61.0%	660,118	(56,682)	-8.6%	

Notes:

(1) Budget was based on 115 students; projection is based on the 109 students when school started. Current total number of students is 110.

(2) July & August salaries of \$2,850 were not budgeted.

(3) September includes an extra month of health insurance premiums not budgeted, \$3,225.

(4) Includes attorney fees of \$8,000 not budgeted.

(5) Includes unbudgeted but board approved Chromebooks for \$3,187.

(6) Estimated carryover is 5.0% of the total budget.

Mountain View Charter School
2015-16 Activity Fund Financial Summary
 November 30, 2015

	Budget	Actual: Jul-Nov	Projected: Dec-Jun	Projected for Year	Over/(Under) Budget
Resources					
Activity Fees	24,750	26,199	-	26,199	1,449 5.5%
Total Revenues	24,750	26,199	-	26,199	1,449 5.5%
Beginning Fund Balance	20,000	1,034		1,034	
Total Resources	44,750	27,233	-	27,233	1,449 5.3%
Requirements					
Salaries					
Benefits					
Purchased Services					
Supplies and Materials	24,750	9,147	12,420	21,567	(3,183) -14.8%
Capital Outlay					
Other		15		15	15 100.0%
Transfers					
Total Expenditures	24,750	9,161	12,420	21,581	(3,169) -14.7%
Contingency/Carryover	20,000	18,071	(12,420)	5,651	4,618
Total Requirements	44,750	27,233	-	27,233	1,449 5.3%

Mt. View Academy
Profit & Loss
 July through November 2015

	Jul 15	Aug 15	Sep 15	Oct 15	Nov 15	TOTAL
Income						
100 - Revenues						
1760 - Fundraising	0.00	0.00	56.00	0.00	0.00	56.00
1920 - Donations	0.00	250.00	0.00	0.00	0.00	250.00
3101 - State School Fund Grant	0.00	102,703.00	0.00	52,065.00	52,385.00	207,153.00
Total 100 - Revenues	0.00	102,953.00	56.00	52,065.00	52,385.00	207,459.00
200 - Special Revenues						
1740 - Fees	17,637.84	980.00	6,499.05	607.16	475.00	26,199.05
Total 200 - Special Revenues	17,637.84	980.00	6,499.05	607.16	475.00	26,199.05
Total Income	17,637.84	103,933.00	6,555.05	52,672.16	52,860.00	233,658.05
Gross Profit	17,637.84	103,933.00	6,555.05	52,672.16	52,860.00	233,658.05
Expense						
100 - Expenditures						
1111 - Elementary						
111 - Licensed Salaries	500.00	700.00	20,403.31	19,833.31	19,833.31	61,269.93
112 - Classified Salaries	0.00	230.00	980.00	2,390.00	1,860.00	5,460.00
121 - Substitute - Licensed	0.00	0.00	0.00	1,489.20	421.94	1,911.14
122 - Substitute - Classified	0.00	0.00	0.00	92.50	346.88	439.38
211 - PERS	-82.79	149.06	3,189.31	3,261.64	3,232.33	9,749.55
220 - FICA	38.25	71.14	1,574.29	1,759.56	1,656.77	5,100.01
231 - Workers' Compensation	2.80	5.39	110.11	132.13	122.18	372.61
232 - Unemployment Insurance	13.64	25.52	620.11	690.36	651.39	2,001.02
241 - Health Insurance	0.00	0.00	5,585.23	2,798.53	2,752.42	11,136.18
410 - Supplies	79.98	2,373.63	397.34	978.46	0.00	3,829.41
420 - Textbooks	0.00	8,846.49	292.93	1,966.24	-145.48	10,960.18
Total 1111 - Elementary	551.88	12,401.23	33,152.63	35,391.93	30,731.74	112,229.41
1121 - Middle/Junior High						
111 - Licensed Salaries	100.00	100.00	3,085.10	2,985.10	2,985.10	9,255.30
211 - PERS	17.64	17.64	544.21	526.57	526.57	1,632.63
220 - FICA	7.65	7.65	227.42	219.75	219.76	682.23
231 - Workers' Compensation	0.56	0.56	14.95	16.17	15.82	48.06
232 - Unemployment Insurance	2.73	2.73	89.46	86.57	86.57	268.06
241 - Health Insurance	0.00	0.00	330.64	165.32	165.32	661.28
410 - Supplies	0.00	263.74	22.94	268.77	0.00	555.45
420 - Textbooks	0.00	982.95	32.55	184.24	0.00	1,199.74
Total 1121 - Middle/Junior High	128.58	1,375.27	4,347.27	4,452.49	3,999.14	14,302.75
2130 - Health Services						
410 - Supplies	0.00	0.00	0.00	21.56	0.00	21.56
Total 2130 - Health Services	0.00	0.00	0.00	21.56	0.00	21.56
2240 - Professional Development						
312 - Instructional Prog. Impr.	0.00	0.00	0.00	500.00	0.00	500.00
318 - Non-instructional Prg Imp	0.00	1,000.00	0.00	0.00	0.00	1,000.00
Total 2240 - Professional Development	0.00	1,000.00	0.00	500.00	0.00	1,500.00

Mt. View Academy
Profit & Loss
 July through November 2015

	Jul 15	Aug 15	Sep 15	Oct 15	Nov 15	TOTAL
2310 - Board of Education						
382 - Legal Services	0.00	8,000.00	0.00	0.00	0.00	8,000.00
410 - Supplies	0.00	0.00	49.28	44.25	0.00	93.53
651 - Liability Insurance	-626.00	5,040.00	0.00	0.00	0.00	4,414.00
Total 2310 - Board of Education	-626.00	13,040.00	49.28	44.25	0.00	12,507.53
2321 - Executive Administration						
113 - Administrative Salaries	100.00	100.00	2,933.33	3,021.00	3,021.00	9,175.33
114 - Managerial-Confidential	922.50	517.50	1,665.00	2,400.00	2,220.00	7,725.00
211 - PERS	180.38	108.93	811.15	956.26	924.51	2,981.23
220 - FICA	78.22	47.24	351.78	414.70	400.94	1,292.88
231 - Workers' Compensation	5.95	3.58	24.64	30.34	28.94	93.45
232 - Unemployment Insurance	27.87	16.84	133.35	157.21	151.98	487.25
241 - Health Insurance	0.00	0.00	931.90	578.84	590.08	2,100.82
353 - Postage	0.00	69.46	0.00	117.00	0.00	186.46
410 - Supplies	34.48	255.64	113.19	990.02	238.13	1,631.46
640 - Dues and Fees	0.00	0.00	55.00	0.00	120.00	175.00
Total 2321 - Executive Administration	1,349.40	1,119.19	7,019.34	8,665.37	7,695.58	25,848.88
2520 - Fiscal Services						
389 - Other Professional Svcs	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	8,333.35
640 - Dues and Fees	0.00	0.00	107.95	122.66	0.00	230.61
Total 2520 - Fiscal Services	1,666.67	1,666.67	1,774.62	1,789.33	1,666.67	8,563.96
2542 - Building Maintenance						
321 - Cleaning Services	0.00	0.00	0.00	0.00	640.00	640.00
324 - Rentals	2,300.00	3,975.00	3,975.00	3,975.00	3,975.00	18,200.00
325 - Electricity	62.81	71.29	199.86	227.45	244.30	805.71
351 - Telephone	124.36	125.36	126.99	363.03	260.24	999.98
410 - Supplies	0.00	78.66	337.88	1,322.91	93.99	1,833.44
460 - Non-consumables	0.00	0.00	0.00	0.00	219.24	219.24
Total 2542 - Building Maintenance	2,487.17	4,250.31	4,639.73	5,888.39	5,432.77	22,698.37
2550 - Transportation						
352 - Student transportation	0.00	0.00	438.60	0.00	0.00	438.60
Total 2550 - Transportation	0.00	0.00	438.60	0.00	0.00	438.60
2574 - Printing Services						
324 - Copier Rental	178.00	178.00	178.00	178.00	178.00	890.00
355 - Printing	0.00	56.86	63.20	220.18	271.77	612.01
Total 2574 - Printing Services	178.00	234.86	241.20	398.18	449.77	1,502.01
2661 - Techology Services						
310 - Instr, Prof & Tech Svcs	0.00	0.00	0.00	97.99	0.00	97.99
460 - Non-consumable Items	0.00	0.00	974.99	3,187.47	0.00	4,162.46
470 - Computer Software	0.00	0.00	1,942.09	17.50	17.50	1,977.09
Total 2661 - Techology Services	0.00	0.00	2,917.08	3,302.96	17.50	6,237.54
Total 100 - Expenditures	5,735.70	35,087.53	54,579.75	60,454.46	49,993.17	205,850.61

Mt. View Academy
Profit & Loss
 July through November 2015

	Jul 15	Aug 15	Sep 15	Oct 15	Nov 15	TOTAL
200 - Activity Expenditures						
1111 - Elementary						
410 - Supplies	583.67	382.74	3,289.37	4,086.93	803.90	9,146.61
640 - Dues & Fees	3.65	3.65	0.00	7.30	0.00	14.60
Total 1111 - Elementary	<u>587.32</u>	<u>386.39</u>	<u>3,289.37</u>	<u>4,094.23</u>	<u>803.90</u>	<u>9,161.21</u>
Total 200 - Activity Expenditures	587.32	386.39	3,289.37	4,094.23	803.90	9,161.21
66000 - Payroll Expenses	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	<u>6,323.02</u>	<u>35,473.92</u>	<u>57,869.12</u>	<u>64,548.69</u>	<u>50,797.07</u>	<u>215,011.82</u>
Net Income	<u><u>11,314.82</u></u>	<u><u>68,459.08</u></u>	<u><u>-51,314.07</u></u>	<u><u>-11,876.53</u></u>	<u><u>2,062.93</u></u>	<u><u>18,646.23</u></u>

**Mt. View Academy
Balance Sheet
As of November 30, 2015**

	<u>Nov 30, 15</u>
ASSETS	
Current Assets	
Checking/Savings	
100-101 - Banner Checking	50,012.34
100-103 - Petty Cash	1,000.00
Total Checking/Savings	<u>51,012.34</u>
Total Current Assets	<u>51,012.34</u>
TOTAL ASSETS	<u>51,012.34</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
100-471.001 Federal Withhold	1,397.00
100-471.004 Soc Sec Emp	2,277.47
100-471.005 WBF Assess Emp	50.45
100-472.005 Affac Pretax EE	255.06
100-472.006 Affac Aftertax EE	66.30
100-473.001 PERS	4,686.22
100-473.002 PERS Pickup	1,593.94
100-473.004 Workers' Comp	-383.89
100-473.006 FSA ER	112.50
24000 - Payroll Liabilities	5,586.00
Total Other Current Liabilities	<u>15,641.05</u>
Total Current Liabilities	<u>15,641.05</u>
Total Liabilities	15,641.05
Equity	
5400-Beg. Fund Balance	1,990.17
32000 - Unrestricted Net Assets	14,734.89
Net Income	18,646.23
Total Equity	<u>35,371.29</u>
TOTAL LIABILITIES & EQUITY	<u>51,012.34</u>

Mt. View Academy
Profit & Loss Budget vs. Actual
July through November 2015

	Jul - Nov 15	Budget	\$ Over Budget
Income			
100 - Revenues			
1510 - Interest Income	0.00	50.00	-50.00
1760 - Fundraising	56.00	0.00	56.00
1920 - Donations	250.00	5,000.00	-4,750.00
1990 - Other Income	0.00	10,500.00	-10,500.00
3101 - State School Fund Grant	207,153.00	661,250.00	-454,097.00
Total 100 - Revenues	207,459.00	676,800.00	-469,341.00
200 - Special Revenues			
1740 - Fees	26,199.05	24,750.00	1,449.05
Total 200 - Special Revenues	26,199.05	24,750.00	1,449.05
Total Income	233,658.05	701,550.00	-467,891.95
Gross Profit	233,658.05	701,550.00	-467,891.95
Expense			
100 - Expenditures			
1111 - Elementary			
111 - Licensed Salaries	61,269.93	237,999.87	-176,729.94
112 - Classified Salaries	5,460.00	18,850.00	-13,390.00
121 - Substitute - Licensed	1,911.14	6,125.00	-4,213.86
122 - Substitute - Classified	439.38		
211 - PERS	9,749.55	45,308.32	-35,558.77
220 - FICA	5,100.01	20,117.58	-15,017.57
231 - Workers' Compensation	372.61	1,314.87	-942.26
232 - Unemployment Insurance	2,001.02	7,626.27	-5,625.25
241 - Health Insurance	11,136.18	28,000.00	-16,863.82
410 - Supplies	3,829.41	6,300.00	-2,470.59
420 - Textbooks	10,960.18	13,500.00	-2,539.82
Total 1111 - Elementary	112,229.41	385,141.91	-272,912.50
1121 - Middle/Junior High			
111 - Licensed Salaries	9,255.30	33,999.97	-24,744.67
121 - Substitute - Licensed	0.00	875.00	-875.00
211 - PERS	1,632.63	5,997.60	-4,364.97
220 - FICA	682.23	2,667.94	-1,985.71
231 - Workers' Compensation	48.06	174.37	-126.31
232 - Unemployment Insurance	268.06	1,011.37	-743.31
241 - Health Insurance	661.28	4,000.00	-3,338.72
410 - Supplies	555.45	700.00	-144.55
420 - Textbooks	1,199.74	1,500.00	-300.26
Total 1121 - Middle/Junior High	14,302.75	50,926.25	-36,623.50
2130 - Health Services			
410 - Supplies	21.56	200.00	-178.44
Total 2130 - Health Services	21.56	200.00	-178.44
2240 - Professional Development			
312 - Instructional Prog. Impr.	500.00	8,000.00	-7,500.00
318 - Non-instructional Prg Imp	1,000.00	2,000.00	-1,000.00
Total 2240 - Professional Development	1,500.00	10,000.00	-8,500.00
2310 - Board of Education			
382 - Legal Services	8,000.00	0.00	8,000.00
410 - Supplies	93.53	4,500.00	-4,406.47
651 - Liability Insurance	4,414.00		4,414.00
Total 2310 - Board of Education	12,507.53	4,500.00	8,007.53

Mt. View Academy
Profit & Loss Budget vs. Actual
July through November 2015

	Jul - Nov 15	Budget	\$ Over Budget
2321 - Executive Administration			
113 - Administrative Salaries	9,175.33	34,000.00	-24,824.67
114 - Managerial-Confidential	7,725.00	15,645.00	-7,920.00
211 - PERS	2,981.23	8,757.38	-5,776.15
220 - FICA	1,292.88	3,797.84	-2,504.96
231 - Workers' Compensation	93.45	248.23	-154.78
232 - Unemployment Insurance	487.25	1,439.71	-952.46
241 - Health Insurance	2,100.82	8,000.00	-5,899.18
353 - Postage	186.46	275.00	-88.54
354 - Advertising	0.00	3,000.00	-3,000.00
410 - Supplies	1,631.46	2,800.00	-1,168.54
460 - Non-consumables	0.00	500.00	-500.00
640 - Dues and Fees	175.00	750.00	-575.00
Total 2321 - Executive Administration	25,848.88	79,213.16	-53,364.28
2520 - Fiscal Services			
389 - Other Professional Svcs	8,333.35	20,000.00	-11,666.65
410 - Supplies	0.00	0.00	0.00
640 - Dues and Fees	230.61	0.00	230.61
Total 2520 - Fiscal Services	8,563.96	20,000.00	-11,436.04
2542 - Building Maintenance			
321 - Cleaning Services	640.00	2,400.00	-1,760.00
324 - Rentals	18,200.00	47,700.00	-29,500.00
325 - Electricity	805.71	5,566.00	-4,760.29
328 - Garbage	0.00	0.00	0.00
351 - Telephone	999.98	1,500.00	-500.02
410 - Supplies	1,833.44	1,500.00	333.44
460 - Non-consumables	219.24		
Total 2542 - Building Maintenance	22,698.37	58,666.00	-35,967.63
2550 - Transportation			
352 - Student transportation	438.60	200.00	238.60
Total 2550 - Transportation	438.60	200.00	238.60
2574 - Printing Services			
324 - Copier Rental	890.00	2,136.00	-1,246.00
355 - Printing	612.01	4,000.00	-3,387.99
Total 2574 - Printing Services	1,502.01	6,136.00	-4,633.99
2661 - Technology Services			
310 - Instr, Prof & Tech Svcs	97.99	100.00	-2.01
460 - Non-consumable Items	4,162.46		
470 - Computer Software	1,977.09	1,495.00	482.09
Total 2661 - Technology Services	6,237.54	1,595.00	4,642.54
Total 100 - Expenditures	205,850.61	616,578.32	-410,727.71
200 - Activity Expenditures			
1111 - Elementary	9,146.61	24,750.00	-15,603.39
410 - Supplies	14.60	0.00	14.60
640 - Dues & Fees			
Total 1111 - Elementary	9,161.21	24,750.00	-15,588.79
Total 200 - Activity Expenditures	9,161.21	24,750.00	-15,588.79
66000 - Payroll Expenses	0.00	0.00	0.00
Total Expense	215,011.82	641,328.32	-426,316.50
Net Income	18,646.23	60,221.68	-41,575.45

Mt. View Academy
Profit & Loss Budget vs. Actual
July through November 2015

	% of Budget
Income	
100 - Revenues	
1510 - Interest Income	0.0%
1760 - Fundraising	100.0%
1920 - Donations	5.0%
1990 - Other Income	0.0%
3101 - State School Fund Grant	31.3%
Total 100 - Revenues	30.7%
200 - Special Revenues	105.9%
1740 - Fees	105.9%
Total 200 - Special Revenues	105.9%
Total Income	33.3%
Gross Profit	
Expense	
100 - Expenditures	
1111 - Elementary	
111 - Licensed Salaries	25.7%
112 - Classified Salaries	29.0%
121 - Substitute - Licensed	31.2%
122 - Substitute - Classified	
211 - PERS	21.5%
220 - FICA	25.4%
231 - Workers' Compensation	28.3%
232 - Unemployment Insurance	26.2%
241 - Health Insurance	39.8%
410 - Supplies	60.8%
420 - Textbooks	81.2%
Total 1111 - Elementary	29.1%
1121 - Middle/Junior High	
111 - Licensed Salaries	27.2%
121 - Substitute - Licensed	0.0%
211 - PERS	27.2%
220 - FICA	25.6%
231 - Workers' Compensation	27.6%
232 - Unemployment Insurance	26.5%
241 - Health Insurance	16.5%
410 - Supplies	79.4%
420 - Textbooks	80.0%
Total 1121 - Middle/Junior High	28.1%
2130 - Health Services	
410 - Supplies	10.8%
Total 2130 - Health Services	10.8%
2240 - Professional Development	
312 - Instructional Prog. Impr.	6.3%
318 - Non-instructional Prg Imp	50.0%
Total 2240 - Professional Development	15.0%
2310 - Board of Education	
382 - Legal Services	100.0%
410 - Supplies	98.1%
651 - Liability Insurance	
Total 2310 - Board of Education	277.9%

Mt. View Academy
Profit & Loss Budget vs. Actual
 July through November 2015

	% of Budget
2321 - Executive Administration	27.0%
113 - Administrative Salaries	49.4%
114 - Managerial-Confidential	34.0%
211 - PERS	34.0%
220 - FICA	37.6%
231 - Workers' Compensation	33.8%
232 - Unemployment Insurance	26.3%
241 - Health Insurance	67.8%
353 - Postage	0.0%
354 - Advertising	58.3%
410 - Supplies	0.0%
460 - Non-consumables	23.3%
640 - Dues and Fees	
Total 2321 - Executive Administration	32.6%
2520 - Fiscal Services	41.7%
389 - Other Professional Svcs	0.0%
410 - Supplies	100.0%
640 - Dues and Fees	
Total 2520 - Fiscal Services	42.8%
2542 - Building Maintenance	26.7%
321 - Cleaning Services	38.2%
324 - Rentals	14.5%
325 - Electricity	0.0%
328 - Garbage	66.7%
351 - Telephone	122.2%
410 - Supplies	
460 - Non-consumables	
Total 2542 - Building Maintenance	38.7%
2550 - Transportation	219.3%
352 - Student transportation	
Total 2550 - Transportation	219.3%
2574 - Printing Services	41.7%
324 - Copier Rental	15.3%
355 - Printing	
Total 2574 - Printing Services	24.5%
2661 - Technology Services	98.0%
310 - Instr. Prof & Tech Svcs	
460 - Non-consumable Items	132.2%
470 - Computer Software	
Total 2661 - Technology Services	391.1%
Total 100 - Expenditures	33.4%
200 - Activity Expenditures	
1111 - Elementary	37.0%
410 - Supplies	100.0%
640 - Dues & Fees	
Total 1111 - Elementary	37.0%
Total 200 - Activity Expenditures	37.0%
66000 - Payroll Expenses	0.0%
Total Expense	33.5%
Net Income	31.0%

Lowell School District #71
2015-16 General Fund Financial Summary
November 30, 2015

	Budget	Actual: Jul-Nov	Projected: Dec-Jun	Projected for Year	Budget Variance	
					\$	%

Resources

State School Fund	3,052,000	1,509,631	1,704,099	3,213,730	161,730	5.3%	(1)
Property Tax	940,800	576,129	386,820	962,949	22,149	2.4%	
Miscellaneous/Local Revenues	51,200	17,324	39,340	56,664	5,464	10.7%	(2)
Common School Funds	30,000	-	30,000	30,000	-	0.0%	
Rent	27,000	18,717	28,700	47,417	20,417	75.6%	(3)
Business Services to Charter	20,000	8,334	11,666	20,000	-	0.0%	
Indirect Fees on Grants	5,000	687	4,200	4,887	(113)	-2.3%	
County School Funds	5,000	-	5,000	5,000	-	0.0%	
Small High School Grant	-	-	14,300	14,300	14,300	-	(4)
Federal Forest Fees	-	-	10,000	10,000	10,000	-	(4)
Total Revenues	4,131,000	2,130,822	2,234,126	4,364,948	233,948	5.7%	
Beginning Fund Balance	284,000	249,000	-	249,000	(35,000)	-12.3%	
Total Resources	4,415,000	2,379,822	2,234,126	4,613,948	198,948	4.5%	

Requirements

Salaries	1,554,866	515,163	1,056,775	1,571,938	17,072	1.1%	
Benefits	1,005,960	328,532	653,563	982,095	(23,865)	-2.4%	
Purchased Services	389,550	119,694	343,629	463,323	73,773	18.9%	(5)
Supplies and Materials	203,550	100,132	104,694	204,826	1,276	0.6%	
Capital Outlay	4,800	52,655	49,857	102,512	97,712	2035.7%	(6)
Other	84,450	78,868	5,600	84,468	18	0.0%	
Charter School Payments	652,000	207,153	450,644	657,797	5,797	0.9%	
Transfer to Food Service Fund	10,314	-	10,314	10,314	-	0.0%	
Transfer to Athletics Fund	80,000	-	99,500	99,500	19,500	24.4%	
Transfer to Debt Service Fund	188,835	-	188,835	188,835	-	0.0%	
Total Expenditures	4,174,325	1,402,197	2,963,411	4,365,608	191,283	4.6%	
Contingency/Carryover	240,675	-	-	248,340	7,665	3.2%	
Total Requirements	4,415,000	1,402,197	2,963,411	4,613,948	198,948	4.5%	

2015-16 Operating excess/(deficit) (43,325) (660)

Contingency/Ending Fund Balance 5.8% 5.7%

(1) Based on 290 District ADMr and 110 MVA ADMr.

(2) Includes \$5,000 donation for track renovation.

(3) Includes rent for modular building.

(4) After the budget was approved, legislative changes at the state and federal level extended funding for these programs.

(5) Includes architect services and tuition for special education students.

(6) Includes project expenditures for the announcer's booth, fencing, track renovation, scoreboard, wrestling room roof, concession windows/awning, dump trailer, painting, banners, bus radios and land acquisition.