

Lowell School District

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

Board of Director's Meeting

September 22, 2014

Professional Development Center

5:30 pm - Walk through of Lowell High School

6:00 pm - Executive Session

7:00 pm - Public Session

AGENDA (Amended 9/18/14)

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

- 1.1 Call to Order
- 1.2 Walk through of Lowell High School
- 1.3 Public Comment on Executive Session Topics
- 1.4 Convene to Executive Session

2.0 EXECUTIVE SESSION—Convene to 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 Return to Public Session

3.0 OPENING OF PUBLIC SESSION

- 3.1 Public Session Call to Order
- 3.2 Pledge of Allegiance
 - 3.2.1 Lead by Chairman of the Board—Mr. McCallum
- 3.3 Attendance:
 - ___ Dennis McCallum, Chair
 - ___ Suzanne Kintzley, Vice-Chair

___ Mike Galvin
___ Leslie Brandt
___ 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 – September 22, 2014

Recommended Action: Approval of Agenda

MOTION: ___ 2nd: ___ AYES: ___ NOES: ___ ABSTAIN: ___

4.0 **COMMUNITY/SCHOOL PRESENTATIONS**

4.1 Letter and donation from Community member Royd Foust (Attachment)

***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 August 25, 2014 Board Meeting (Attachment)

6.2 Ratification of Employment (Attachment)

6.3 Check Register: 25957-26041 (Attachment)

MOTION: ___ 2nd: ___ AYES: ___ NOES: ___ ABSTAIN: ___

7.0 **ACTION DISCUSSION**

7.1 Approve Classified Salary Schedule—Presented by Dr. Hanline (Attachment)

MOTION: ___ 2nd: ___ AYES: ___ NOES: ___ ABSTAIN: ___

7.2 Approve the Job Description for After School Assistant—Presented by Dr. Hanline (Attachment)

MOTION: ___ 2nd: ___ AYES: ___ NOES: ___ ABSTAIN: ___

7.3 Approve the Job Description for After School Coordinator—Presented by Dr. Hanline (Attachment)

MOTION: ___ 2nd: ___ AYES: ___ NOES: ___ ABSTAIN: ___

7.4 Approve the Athletic Coaches' Stipend Schedule—Presented by Dr. Hanline (Attachment)

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

7.5 Approve the administrative recommendation on restoring and placing plaques and graduation pictures at Lowell High School—Presented by Dr. Hanline

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

7.6 Approve the Awarding of the Audit Contract—Presented by Dr. Hanline (Attachments)

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

7.7 Approve the Addendum to the contract between MVA and Lowell SD regarding Business Services and Student Services—Presented by Dr. Hanline (Attachment)

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

7.8 Approve the Addendum to the contract between MVA and Lowell SD regarding the payment of utilities—Presented by Dr. Hanline (Attachment)

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

7.9 Approve the hiring of athletic coaches and assistants for High School and Junior High School—Presented by Dr. Hanline (Attachment)

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

7.10 Approve Resolution 2014-15-2 for the lease-purchase agreement for the purpose of procuring “food service equipment”—Presented by Dr. Hanline (Attachments)

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

8.0 INFORMATION AND STUDY

8.1 1st reading of OSBA Updates—Presented by Dr. Hanline (Attachments)

8.2 Update on building program—Presented by Dr. Hanline (Attachments)

8.3 Report on Instructional Hour Analysis of the district schools—Presented by Dr. Hanline

8.4 Information on Multi-funded employees—Presented by Dr. Hanline (Attachments)

8.5 Update on Educational and Student Services—Presented by Dr. Hanline (Handouts)

8.6 Report on Digitizing of Lowell School Board agendas, minutes, and budget—Presented by Ms. Stephens

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

8.8 Student Body Representative Report—Presented by Ms. Owsley

8.9 Principals Report—Presented by Ms. Graham

8.10 Superintendent's Report—Presented by Dr. Hanline

8.11 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.



Dear
Kay +
Walt

I thank you for improving so many things so fast. My best wishes are with you.

I would like you to approve the letters that I wrote to the new teachers. I have never been very good with P.C. or **appropriate** "Teacher talk." I'm only trying to welcome them on board. Just in case you think I stepped overboard, please just toss my letters in your shredder.

Sincerely, all of your new stuff is pretty exciting for an old vet, like me. You guys are very impressive. Keep it up!

Thanks for keeping
my T.L. on the
wall. It really
bugs some of my
buddies and gives
me a lot of joy.

I wish I was
rich. I don't give you very much money, but I do
always give you my support + best hopes.

I read about your new
teachers, in the Bridge.
They look like very nice
kids and I hope they
are stars for you.

I wish that I could be a
72 year old K-12 sub for
you **BUT** even with my
hearing-aids, I still say
HUH? too often and I'm
certain that senility is
gaining on me.

Have a good year folks —

From Royd



ROYD FAUST
JUDY FAUST
PH 541-746-1425
85945 EDENVALE RD
PLEASANT HILL, OR 97455-9767

96-229/1232 7897

COPY

PAY TO THE ORDER OF Lowell School Dist #71 \$ 100.00

One hundred and 00/100 DOLLARS

STUSSLAW BANK
MEMO Lowell Footballer VB.

1232022931 37 00231 31 7897

Attachment 4.1

Lowell School District

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

Board of Director's Meeting

August 25, 2014

Professional Development Center

5:30 – Meeting Opens

[Building inspection and walking tour and immediately followed by Executive Session]

7:00 pm - Public Session

MINUTES

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

1.0 OPENING BUSINESS

1.1 Call to Order 5:33 PM

1.2 Pledge of Allegiance—Presented by Board Chair, Mr. McCallum

1.3 Attendance:

___ Dennis McCallum, Chair

___ Suzanne Kintzley, Vice-Chair

___ Mike Galvin

___ Leslie Brandt

___ Jim Chapman

___ Walt Hanline, Ed. D., Superintendent

___ Kay Graham, Principal

AB_Marisa Owsley, Student Body Representative

___ Michelle Stephens, Assistant to the Superintendent

1.4 Approval of Agenda – August 25, 2014

Recommended Action: Approval of Agenda

MOTION: Jim Chapman 2nd: Mike Galvin AYES: 5 NOES: 0 ABSTAIN: 0

1.5 Building Renovation Inspection—Walking tour of the building

Dr. Hanline expressed his gratitude and appreciation of Mr. McCullum for taking a leadership role in the building renovation project while Mr. Hanline was on his vacation.

1.6 Public Comment on Executive Session Topics

1.7 Convene to Executive Session—due to the tour of the facility, the convening of the executive session will be decided upon at the end of the meeting.

2.0 EXECUTIVE SESSION—Convene to 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 Return to Public Session

Due to the length of the meeting, no Executive Session was held

3.0 **COMMUNITY/SCHOOL PRESENTATIONS**

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

4.0 **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.*

5.0 **CONSENT AGENDA—consolidated motion**

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5.1 Board Minutes from July 14, 2014 Board Meeting (Attachment)

5.2 Ratification of Employment (Attachment)—With Amended attachment

5.3 Check Register: 25855 through 25956 (Attachment)

MOTION: Suzanne Kintzley 2nd: Leslie Brandt AYES: 5 NOES: 0 ABSTAIN: 0

6.0 **ACTION DISCUSSION**

6.1 Approve revisions in Board Policy BCBA D1 regarding Student Representatives to the School Board—Presented by Dr. Hanline (Attachment)

MOTION: Jim Chapman 2nd: Mike Galvin AYES: 5 NOES: 0 ABSTAIN: 0

6.2 Approve The Register Guard Newspaper as the publication of record

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

6.3 Approve WHA Insurance Agency Inc. – Tammy Fitch and Jake Stone as our Insurance agent of record

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

6.4 Approve the contract between Billy Reid and Lowell School District—Presented by Dr. Hanline (Attachment)

MOTION: Jim Chapman 2nd: Leslie Brandt AYES: 5 NOES: 0 ABSTAIN: 0

7.0 INFORMATION AND STUDY

7.1 Discussion regarding things that are going well in Lowell School District—Presented by Dr. Hanline

- Handout regarding the perception of the school district and the changes that have been made to counter those perceptions
- Other perception changes will need to occur within the community

7.2 OSBA updates—1st Reading (Attachment)

- More work needs to occur with the original versions and this will be brought forward at another meeting

7.3 Report from the OSBA conference—Referred by Dr. Hanline; Presented by Dr. Hanline, Mr. Chapman and Ms. Brandt (Handouts)

- Dr. Hanline, Ms. Brandt, and Mr. Chapman attended the OSBA conference and found it to be very informative (Handouts)
- Sessions on ethics, board responsibility, and fiduciary responsibility were all highly recommended
- Mr. Chapman spoke of learning to promote the district with in a small time frame

7.4 Report on New Staff and Programs—Ms. Graham

- Ms. Graham reported on the new teachers and the mentoring that they are involved in to help them succeed
- New programs are in place for math and reading
- Ms. Day has moved from Lundy Elementary to Lowell High School and Ms. Ulrich is the new secretary at Lowell Elementary
- Ms. Taylor spoke regarding the Lane Health Care Pathways and the benefits to our students

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

7.6 Student Body Representative Report and Report on the graduation trip—Presented by Ms. Owsley

- No report due to her absence

7.7 Food Service Report—Presented by Dr. Hanline

- Mr. Bowers and Mr. Reid are working well together
- Dr. Hanline praised all of the hard work that Mr. Bowers is doing
- Lundy Elementary has been certified to give free meals for 4 years
- Multiple lunch options will be available to both elementary and secondary students
- Possibility of a future snack/dinner program
- 95% reimbursement rate at the elementary level

7.8 Principals Report—Presented by Ms. Graham

7.9 Superintendent's Report—Presented by Dr. Hanline

- Mr. Matthews spoke on the topic of the After School Program and the Power Hour
- The job description for an assistant for the program is being posted
- An EA for the school will help to cover the morning time period
- Mr. Matthews will be present during the "Power hour" to insure that the requirements are being met for the program
- Charter school is interested in running an afterschool program but the charter nor the lease have allowances for that
- Head Start is not possible this year but still a possibility for next year

7.10 Board Members' Report

- The booster club meeting is being held Wednesday, August 26 at 6:00 pm
- They will be discussing logistics for the Rockin'-back-to-school and Renovation Celebration

8.0 **ADJOURNMENT 9:24 pm**

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.

Ratification of employment, changes in positions and/or other actions:
Revised September 22, 2014

Attachment 6.2

6.2	Name	Site	Position	Action	Salary	Effective
6.2a	Marci McMahon	Lowell HS	School Secretary I	New Hire	Step 1; Range 1	September 5, 2014
6.2b	Katheryn Albert	Lowell SD	Afterschool Program Asst.	New Hire	Step 4	September 17, 2014

Board Secretary Signature
Approved: September 22, 2014

SUNGARD PENTAMATION
DATE: 09/09/2014
TIME: 19:33:46

LOWELL SCHOOL DISTRICT #71
CHECK REGISTER - BY FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '08/01/2014' and '08/31/2014'
ACCOUNTING PERIOD: 3/15

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	BUDGET CODE	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
A101	25957	08/01/14	1022 U S BANK	1002542000000000	410	PAINTING SUPPLIES	0.00	51.85
A101	25957	08/01/14	1022 U S BANK	1002542000000000	410	PAINTING SUPPLIES	0.00	116.80
A101	25957	08/01/14	1022 U S BANK	1002190000320000	410	CLASSROOM SUPPLIES	0.00	30.84
A101	25957	08/01/14	1022 U S BANK	1002542000000000	410	PAINTING SUPPLIES	0.00	22.95
A101	25957	08/01/14	1022 U S BANK	1002542000000000	410	PAINTING SUPPLIES	0.00	364.18
A101	25957	08/01/14	1022 U S BANK	1002321000000000	410	DESK SUPPLIES	0.00	39.22
TOTAL CHECK							0.00	625.84
A101	25958	08/01/14	1022 U S BANK	1002661000000000	640	DOMAIN NAME REG.	0.00	30.50
A101	25958	08/01/14	1022 U S BANK	1002661000000000	410	TONER CARTRIDGES	0.00	152.67
A101	25958	08/01/14	1022 U S BANK	1002543000000000	410	SPRINKLER SUPPLIES	0.00	301.94
A101	25958	08/01/14	1022 U S BANK	1002542000000000	410	PORTABLE BLDG ROOF	0.00	1,637.79
A101	25958	08/01/14	1022 U S BANK	1002542000000000	410	LAUNDRY SOAP	0.00	9.94
A101	25958	08/01/14	1022 U S BANK	1002542000000000	410	PDC WALL SUPPLIES	0.00	38.92
A101	25958	08/01/14	1022 U S BANK	1002321000000000	340	CERES TRIP LUNCH	0.00	101.68
A101	25958	08/01/14	1022 U S BANK	1002542000000000	410	PAINTING SUPPLIES	0.00	87.85
A101	25958	08/01/14	1022 U S BANK	1002661000000000	640	DOMAIN NAME REG.	0.00	25.55
A101	25958	08/01/14	1022 U S BANK	1002542000000000	640	LEAD CERTIFICATION	0.00	273.18
TOTAL CHECK							0.00	2,660.02
A101	25959	08/01/14	1022 U S BANK	1002543000000000	410	SPRINKLER SUPPLIES	0.00	166.20
A101	25959	08/01/14	1022 U S BANK	1002542000000000	410	PAINTING SUPPLIES	0.00	54.52
A101	25959	08/01/14	1022 U S BANK	1002520000000000	410	OFFICE EXPENSES	0.00	100.83
A101	25959	08/01/14	1022 U S BANK	1002310000000000	340	OSBA CONF LODGING	0.00	335.16
A101	25959	08/01/14	1022 U S BANK	1002310000000000	340	OSBA CONF LODGING	0.00	335.16
A101	25959	08/01/14	1022 U S BANK	1002321000000000	340	OSBA CONF MEALS	0.00	222.00
A101	25959	08/01/14	1022 U S BANK	1002321000000000	340	OSBA CONF MEALS	0.00	130.81
A101	25959	08/01/14	1022 U S BANK	1002520000000000	340	OASBO CONF TRAVEL	0.00	468.54
A101	25959	08/01/14	1022 U S BANK	1002321000000000	410	LEGAL DOCS POSTAGE	0.00	22.44
A101	25959	08/01/14	1022 U S BANK	1002321000000000	340	OSBA CONF LODGING	0.00	335.16
A101	25959	08/01/14	1022 U S BANK	1002321000000000	410	BUSINESS CARDS	0.00	14.98
A101	25959	08/01/14	1022 U S BANK	1002321000000000	340	OSBA CONF MEALS	0.00	20.95
A101	25959	08/01/14	1022 U S BANK	1002542000000000	410	PAINTING SUPPLIES	0.00	44.01
TOTAL CHECK							0.00	2,250.76
A101	25960	08/05/14	1701 AMERICAN FIDELITY A 100		L472.734	DED:7310 A/F ACCIDE	0.00	33.40
A101	25960	08/05/14	1701 AMERICAN FIDELITY A 100		L472.731	DED:7309 A/F CANCER	0.00	53.90
TOTAL CHECK							0.00	87.30
A101	25961	08/05/14	1795 AMERICAN FIDELITY A 100		L472.076	DED:7111 TSA AM/FID	0.00	460.63
A101	25962	08/05/14	2321 AMERICAN FIDELITY H 100		L472.735	DED:7298 AM/FID HSA	0.00	280.56
A101	25963	08/05/14	1206 OREGON DEPARTMENT O 100		L472.099	DED:0099 OR.DEPT.RV	0.00	295.63
A101	25964	08/05/14	1052 OREGON SCHOOL EMPLO 100		L472.013	DED:8202 OSEA	0.00	135.28
A101	25965	08/05/14	1939 OSEA CHAPTER 118 100		L472.118	DED:8118 OSEA 118	0.00	2.50
A101	25966	08/05/14	2342 TEXAS LIFE 100		L472.736	DED:7606 TEXAS LIFE	0.00	48.00
A101	25970	08/06/14	1070 JERRY BROWN COMPANY 1002554000000000	411		VEHICLE FUEL	0.00	2,279.55

SUNGARD PENTAMATION
DATE: 09/09/2014
TIME: 19:33:46

LOWELL SCHOOL DISTRICT #71
CHECK REGISTER - BY FUND

PAGE NUMBER: 2
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '08/01/2014' and '08/31/2014'
ACCOUNTING PERIOD: 3/15

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	BUDGET CODE	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
A101	25971	08/06/14	2263 ANTHONY NOLAN	1002542000000000	410	BUILDING MAINT	0.00	40.00
A101	25972	08/06/14	2379 ASCD	1002321000000000	410	SUBSCRIPTION	0.00	79.00
A101	25973	08/06/14	1032 CARQUEST AUTO PARTS	1002554000000000	410	VEHICLE SUPPLIES	0.00	22.76
A101	25973	08/06/14	1032 CARQUEST AUTO PARTS	1002554000000000	410	VEHICLE SUPPLIES	0.00	54.82
A101	25973	08/06/14	1032 CARQUEST AUTO PARTS	1002554000000000	410	VEHICLE SUPPLIES	0.00	123.45
A101	25973	08/06/14	1032 CARQUEST AUTO PARTS	1002554000000000	410	CREDIT FOR RETURN	0.00	-137.29
TOTAL CHECK							0.00	63.74
A101	25974	08/06/14	1040 CITY OF LOWELL	1002542000000000	327	JULY WATER/SEWER	0.00	696.69
A101	25975	08/06/14	1259 COASTWIDE LABORATOR	1002542000000000	410	CUSTODIAL SUPPLIES	0.00	97.27
A101	25979	08/06/14	1066 HUNGERFORD LAW FIRM	1002310000000000	382	JULY LEGAL SERVICES	0.00	391.67
A101	25980	08/06/14	1070 JERRY BROWN COMPANY	1002554000000000	411	BUILDING FUEL	0.00	703.30
A101	25981	08/06/14	1071 JERRY'S BUILDING MA	1002542000000000	410	BUILDING MAINT	0.00	137.73
A101	25981	08/06/14	1071 JERRY'S BUILDING MA	1002542000000000	410	BUILDING MAINT	0.00	388.17
A101	25981	08/06/14	1071 JERRY'S BUILDING MA	1002542000000000	410	BUILDING MAINT	0.00	4.40
A101	25981	08/06/14	1071 JERRY'S BUILDING MA	1002542000000000	410	BUILDING MAINT	0.00	73.34
TOTAL CHECK							0.00	603.64
A101	25982	08/06/14	1334 LANE COMMUNITY COLL	1002574000000000	355	NEWSLETTER PRINTING	0.00	259.90
A101	25983	08/06/14	2312 LANE COUNTY SCHOOL	1002554000000000	322	VEHICLE #4 INSPECTI	0.00	1,688.26
A101	25983	08/06/14	2312 LANE COUNTY SCHOOL	1002554000000000	322	VEHICLE #5 INSPECTI	0.00	2,465.72
TOTAL CHECK							0.00	4,153.98
A101	25984	08/06/14	1644 LANE ELECTRIC COOPE	1002542000000000	325	ELECTRICITY	0.00	1,431.75
A101	25985	08/06/14	1927 OREGON DEPARTMENT O	1002542000000000	640	DOE APP #ED6	0.00	230.24
A101	25985	08/06/14	1927 OREGON DEPARTMENT O	1002542000000000	640	DOE APP #ED5	0.00	215.97
TOTAL CHECK							0.00	446.21
A101	25986	08/06/14	1211 OSBA	1002321000000000	340	OSBA CONFERENCE	0.00	185.00
A101	25986	08/06/14	1211 OSBA	1002310000000000	340	OSBA CONFERENCE	0.00	370.00
TOTAL CHECK							0.00	555.00
A101	25987	08/06/14	1847 PACE	1002542000000000	653	PROPERTY INS ADDITI	0.00	1.00
A101	25987	08/06/14	1847 PACE	1002552000000000	651	AUTO INS ADDITION	0.00	262.00
TOTAL CHECK							0.00	263.00
A101	25988	08/06/14	2126 PACIFIC OFFICE AUTO	1002574000000000	355	ELEM COPIES	0.00	16.88
A101	25988	08/06/14	2126 PACIFIC OFFICE AUTO	1002574000000000	355	HS COPIES	0.00	92.90
TOTAL CHECK							0.00	109.78
A101	25989	08/06/14	1225 POSTMASTER	1002410000000000	353	POSTAGE AUG MAILER	0.00	241.60
A101	25990	08/06/14	2167 SANIPAC	1002542000000000	328	GARBAGE SERVICE	0.00	115.70

SUNGARD PENTAMATION
DATE: 09/09/2014
TIME: 19:33:46

LOWELL SCHOOL DISTRICT #71
CHECK REGISTER - BY FUND

PAGE NUMBER: 3
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '08/01/2014' and '08/31/2014'
ACCOUNTING PERIOD: 3/15

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT	
A101	25991	08/06/14	1239	SECURITY ALARM CORP	1002542000000000	329	LUNDY ALARM SERVICE	0.00	49.75
A101	25991	08/06/14	1239	SECURITY ALARM CORP	1002542000000000	329	HS ALARM SERVICE	0.00	60.75
TOTAL CHECK							0.00	110.50	
A101	25992	08/06/14	2370	SHERWIN-WILLIAMS	1002542000000000	410	PAINTING SUPPLIES	0.00	692.10
A101	25992	08/06/14	2370	SHERWIN-WILLIAMS	1002542000000000	410	PAINTING SUPPLIES	0.00	130.78
A101	25992	08/06/14	2370	SHERWIN-WILLIAMS	1002542000000000	410	PAINTING SUPPLIES	0.00	76.09
A101	25992	08/06/14	2370	SHERWIN-WILLIAMS	1002542000000000	410	PAINTING SUPPLIES	0.00	409.90
A101	25992	08/06/14	2370	SHERWIN-WILLIAMS	1002542000000000	410	PAINTING SUPPLIES	0.00	664.80
A101	25992	08/06/14	2370	SHERWIN-WILLIAMS	1002542000000000	410	PAINTING SUPPLIES	0.00	1,612.00
TOTAL CHECK							0.00	3,585.67	
A101	25993	08/06/14	1623	WILLAMETTE ESD	1002520000000000	640	14/15 MAINT FEE	0.00	26.69
A101	25994	08/13/14	2315	INNOVATIVE AIR INC.	1002542000000000	322	REPAIR FROZEN FITTI	0.00	1,030.50
A101	25995	08/13/14	1230	CENTURY LINK	1002542000000000	351	TELEPHONE SERVICE	0.00	308.30
A101	25996	08/13/14	2171	ALVIN RIGGS	1002542000000000	322	ELEM CAMERA WIRING	0.00	764.52
A101	25997	08/13/14	2383	AMERICAN LEGACY PUB	1001111000000000	420	5TH GRADE TEXTBOOKS	0.00	124.51
A101	25997	08/13/14	2383	AMERICAN LEGACY PUB	1001111000000000	420	5TH GRADE TEXTBOOKS	0.00	164.93
TOTAL CHECK							0.00	289.44	
A101	25998	08/13/14	2146	CASCADE HEALTH SOLU	1002552000000000	640	DRIVER EXAM	0.00	99.00
A101	25999	08/13/14	1817	CENTRAL PRINT & REP	1002410000000000	355	PROMOTIONAL POSTCAR	0.00	284.20
A101	26000	08/13/14	2382	COMPLIANCE SIGNS	1002542000000000	410	HS RESTROOM SIGNS	0.00	247.00
A101	26003	08/13/14	1070	JERRY BROWN COMPANY	1002554000000000	410	VEHICLE FUEL	0.00	2,507.38
A101	26004	08/13/14	1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINT SUPPLIES	0.00	108.55
A101	26004	08/13/14	1071	JERRY'S BUILDING MA	1002542000000000	460	MAINT TOOLS	0.00	171.94
A101	26004	08/13/14	1071	JERRY'S BUILDING MA	1002543000000000	410	HS DRAIN SYSTEM	0.00	1,196.87
TOTAL CHECK							0.00	1,477.36	
A101	26005	08/13/14	2303	JIM CHAPMAN	1002543000000000	410	READER BOARD PARTS	0.00	536.38
A101	26007	08/13/14	1211	OSBA	1002310000000000	640	POLICY REWRITE	0.00	3,500.00
A101	26007	08/13/14	1211	OSBA	1002310000000000	640	POLICY PLUS AUG FEE	0.00	50.00
TOTAL CHECK							0.00	3,550.00	
A101	26008	08/13/14	2381	PHILADELPHIA INSURA	1001140000000000	651	LIAB INSURANCE	0.00	1,160.00
A101	26009	08/13/14	2167	SANIPAC	1002542000000000	328	JUL GARBAGE SVC	0.00	154.30
A101	26011	08/13/14	2370	SHERWIN-WILLIAMS	1002542000000000	410	PAINTING SUPPLIES	0.00	28.49
A101	26011	08/13/14	2370	SHERWIN-WILLIAMS	1002542000000000	410	PAINTING SUPPLIES	0.00	617.55
TOTAL CHECK							0.00	646.04	

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	BUDGET CODE	ACCNT	-----DESCRIPTION----	SALES TAX	AMOUNT
A101	26012	08/13/14	1166 VERIZON	1002554000000000	351	BUS CELL PHONES	0.00	145.04
A101	26013	08/13/14	1623 WILLAMETTE ESD	1002321000000000	470	AUG PENTAMATION	0.00	518.44
A101	26014	08/13/14	2112 WORKS INTERNATIONAL	1002321000000000	640	ONLINE STAFF TRAINI	0.00	41.00
A101	26015	08/20/14	2376 2G CONSTRUCTION	1002542000000000	410	HS LOCKER RM DOORS	0.00	138.00
A101	26018	08/20/14	1032 CARQUEST AUTO PARTS	1002554000000000	410	VEHICLE SUPPLIES	0.00	53.20
A101	26018	08/20/14	1032 CARQUEST AUTO PARTS	1002554000000000	410	VEHICLE SUPPLIES	0.00	13.91
TOTAL CHECK							0.00	67.11
A101	26019	08/20/14	1259 COASTWIDE LABORATOR	1002542000000000	460	CUSTODIAL SUPPLIES	0.00	19.76
A101	26021	08/20/14	2382 COMPLIANCE SIGNS	1002542000000000	410	HS RESTROOM SIGNS	0.00	77.00
A101	26023	08/20/14	2353 FUELEDUCATION	1001131000050000	319	ONLINE CREDIT RECOV	0.00	2,000.00
A101	26024	08/20/14	1070 JERRY BROWN COMPANY	1002554000000000	411	VEHICLE FUEL	0.00	1,424.93
A101	26025	08/20/14	1071 JERRY'S BUILDING MA	1002542000000000	410	READER BOARD PARTS	0.00	35.76
A101	26025	08/20/14	1071 JERRY'S BUILDING MA	1002543000000000	410	GROUPS MAINT	0.00	11.84
A101	26025	08/20/14	1071 JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	103.30
TOTAL CHECK							0.00	150.90
A101	26027	08/20/14	2312 LANE COUNTY SCHOOL	1002554000000000	322	VEH #2 INSPECTION	0.00	1,725.66
A101	26028	08/20/14	2386 SCHOOL NURSE SUPPLY	1002130000000000	410	FIRST AID SUPPLIES	0.00	367.58
A101	26029	08/20/14	2370 SHERWIN-WILLIAMS	1002542000000000	410	PAINTING SUPPLIES	0.00	29.88
A101	26029	08/20/14	2370 SHERWIN-WILLIAMS	1002542000000000	410	PAINTING SUPPLIES	0.00	35.24
A101	26029	08/20/14	2370 SHERWIN-WILLIAMS	1002542000000000	410	PAINTING SUPPLIES	0.00	39.82
TOTAL CHECK							0.00	104.94
A101	26030	08/20/14	1022 U S BANK	1002321000000000	410	DOCUMENT MAILING	0.00	25.15
A101	26030	08/20/14	1022 U S BANK	1002240000000000	340	ASBO CONFERENCE	0.00	561.20
A101	26030	08/20/14	1022 U S BANK	1002240000000000	340	ASBO CONFERENCE	0.00	247.47
A101	26030	08/20/14	1022 U S BANK	1002410000000000	420	CURRICULUM MATERIAL	0.00	41.97
A101	26030	08/20/14	1022 U S BANK	1002410000000000	420	CURRICULUM MATERIAL	0.00	121.39
TOTAL CHECK							0.00	997.18
A101	26031	08/25/14	2180 CHAD CORWIN	1002552000000000	640	DRIVER CPR/FIRST AI	0.00	200.00
A101	26032	08/27/14	2186 DE LAGE LANDEN PUBL	1002574000000000	355	COPIER SERVICE	0.00	710.53
A101	26035	08/27/14	1196 NORTHWEST TEXTBOOK	1001121000180000	420	MATH TEXTBOOKS	0.00	2,915.72
A101	26036	08/27/14	1211 OSBA	1002321000000000	640	SCHOOL LAW REPORTER	0.00	240.00
A101	26037	08/27/14	1225 POSTMASTER	1002574000000000	353	THE BRIDGE POSTAGE	0.00	179.24
A101	26039	08/27/14	2370 SHERWIN-WILLIAMS	1002542000000000	410	PAINTING SUPPLIES	0.00	364.50

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	BUDGET CODE	ACCNT	-----DESCRIPTION----	SALES TAX	AMOUNT
A101	26040	08/27/14	2389 TANYA BYRNE	1002552000000000	640	DRIVER TESTS	0.00	55.00
A101	26041	08/27/14	2301 WALT HANLINE	1002321000000000	340	BUSINESS MEAL	0.00	24.94
A101	26041	08/27/14	2301 WALT HANLINE	1002321000000000	340	BUSINESS MILEAGE	0.00	143.36
A101	26041	08/27/14	2301 WALT HANLINE	1002520000000000	353	SHIPPING CHARGES	0.00	22.44
A101	26041	08/27/14	2301 WALT HANLINE	1002321000000000	410	BOARD EVAL. BOOK	0.00	4.00
A101	26041	08/27/14	2301 WALT HANLINE	1002321000000000	340	BUSINESS MEAL	0.00	40.75
TOTAL CHECK							0.00	235.49
TOTAL CASH ACCOUNT							0.00	48,843.60
TOTAL FUND							0.00	48,843.60

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FUND - 216 - ACCESS NETWORK RESOURCES

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	26033	08/27/14	2387	DEVELOPMENTAL STUDI	2162240000000000 410	K-6 WRITING PROGRAM	0.00	2,700.00
TOTAL CASH ACCOUNT							0.00	2,700.00
TOTAL FUND							0.00	2,700.00

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FUND - 228 - TITLE I 13-14

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	BUDGET CODE	ACCT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	26020	08/20/14	1565 COLETTE ULLRICH	2281272000000900	410	SCHOOL SUPPLIES	0.00	19.62
TOTAL CASH ACCOUNT							0.00	19.62
TOTAL FUND							0.00	19.62

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FUND - 250 - REAP 13-14

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	26006	08/13/14	1302 JOHN BOYLE	2501111000000000	340	AP GOVT CONF TRAVEL	0.00	827.60
TOTAL CASH ACCOUNT							0.00	827.60
TOTAL FUND							0.00	827.60

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FUND - 256 - TITLE IIA 12-13

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	25976	08/06/14	1138 COSA	2562240000000000	340	COSA WORKSHOP	0.00	179.00
TOTAL CASH ACCOUNT							0.00	179.00
TOTAL FUND							0.00	179.00

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ACCOUNTING PERIOD: 3/15

FUND - 257 - TITLE IIA 13-14

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	BUDGET CODE	ACCNT	-----DESCRIPTION----	SALES TAX	AMOUNT
A101	26001	08/13/14	1138 COSA	2572240000000000	340	COSA CONFERENCE	0.00	179.00
A101	26006	08/13/14	1302 JOHN BOYLE	2572240000000000	340	AP GOVT CONFERENCE	0.00	700.00
A101	26030	08/20/14	1022 U S BANK	2572240000000000	340	PTLD TITLE CONFEREN	0.00	145.27
A101	26030	08/20/14	1022 U S BANK	2572240000000000	340	PTLD TITLE CONFEREN	0.00	290.54
TOTAL CHECK							0.00	435.81
TOTAL CASH ACCOUNT							0.00	1,314.81
TOTAL FUND							0.00	1,314.81

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FUND - 277 - EBISS DEPTH 13-14

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	26033	08/27/14	2387	DEVELOPMENTAL STUDI	2772120000000000 410	K-6 WRITING PROGRAM	0.00	2,538.00
TOTAL CASH ACCOUNT							0.00	2,538.00
TOTAL FUND							0.00	2,538.00

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FUND - 292 - BUS REPLACEMENT

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	BUDGET CODE	ACCNT	-----DESCRIPTION----	SALES TAX	AMOUNT
A101	26010	08/13/14	1482	SCHETKY NORTHWEST S	2922550000000000 564	ADD SAFEGUARD MODUL	0.00	5,390.00
TOTAL CASH ACCOUNT							0.00	5,390.00
TOTAL FUND							0.00	5,390.00

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FUND - 294 - RENTAL HOUSES

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	25977	08/06/14	2380 DOUG PALMER HOME &	2942540000000000	322	HOUSE INSPECTION	0.00	575.00
A101	25981	08/06/14	1071 JERRY'S BUILDING MA	2942540000000000	410	CONSTRUCTION MATERI	0.00	798.40
TOTAL CASH ACCOUNT							0.00	1,373.40
TOTAL FUND							0.00	1,373.40

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FUND - 295 - ATHLETICS & ACTIVITIES

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	25957	08/01/14	1022 U S BANK	2951132000000790	410	CLASSROOM SUPPLIES	0.00	19.95
A101	25957	08/01/14	1022 U S BANK	2951132000000790	410	CLASSROOM SUPPLIES	0.00	36.14
A101	25957	08/01/14	1022 U S BANK	2951132000000790	410	CLASSROOM SUPPLIES	0.00	9.51
TOTAL CHECK							0.00	65.60
A101	25959	08/01/14	1022 U S BANK	2951132000000710	410	FIELD MARKING PAINT	0.00	921.95
A101	26026	08/20/14	2347 KRISTEN PRENEVOST	2951132000000720	640	FINGERPRINTING	0.00	15.00
TOTAL CASH ACCOUNT							0.00	1,002.55
TOTAL FUND							0.00	1,002.55

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FUND - 297 - LUNDY CAFETERIA

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	25969	08/06/14	2291 EARTH20	297310000000000000	450	BOTTLED WATER	0.00	5.00
A101	25978	08/06/14	2291 EARTH20	297310000000000000	450	BOTTLED WATER	0.00	5.00
A101	25978	08/06/14	2291 EARTH20	297310000000000000	450	BOTTLED WATER	0.00	5.00
TOTAL CHECK							0.00	10.00
A101	25996	08/13/14	2171 ALVIN RIGGS	297310000000000000	322	KITCHEN ELECTRICAL	0.00	1,396.22
A101	26016	08/20/14	2171 ALVIN RIGGS	297310000000000000	322	KITCHEN LIGHTING	0.00	565.01
A101	26030	08/20/14	1022 U S BANK	297310000000000000	340	BILLY REID TRAVEL	0.00	95.88
A101	26030	08/20/14	1022 U S BANK	297310000000000000	340	BILLY REID TRAVEL	0.00	685.20
A101	26030	08/20/14	1022 U S BANK	297310000000000000	340	BILLY REID TRAVEL	0.00	430.20
TOTAL CHECK							0.00	1,211.28
TOTAL CASH ACCOUNT							0.00	3,187.51
TOTAL FUND							0.00	3,187.51

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FUND - 300 - DEBT SERVICE FUNDS

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	BUDGET CODE	ACCNT	-----DESCRIPTION----	SALES TAX	AMOUNT
A101	26002	08/13/14	2384	ENERGY LOAN PROGRAM 30051000000000620	621	LOAN INTEREST #1	0.00	4,930.11
A101	26002	08/13/14	2384	ENERGY LOAN PROGRAM 30051000000000620	610	LOAN PRINCIPAL #1	0.00	302.89
TOTAL CHECK							0.00	5,233.00
TOTAL CASH ACCOUNT							0.00	5,233.00
TOTAL FUND							0.00	5,233.00

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FUND - 400 - CAPITAL PROJECTS

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	BUDGET CODE	ACCT	-----DESCRIPTION----	SALES TAX	AMOUNT
A101	25967	08/05/14	2345 PAULSEN ENVIRONMENT	4002540000000000	591	LUNDY N/E WING PROJ	0.00	5,800.00
A101	25968	08/05/14	2205 RODD HANSEN ARCHITE	4002540000000000	590	ARCHITECT JUNE	0.00	9,300.00
A101	26017	08/20/14	2385 THE CARPET COMPANY	4002540002000610	590	CARPET AT LUNDY	0.00	159,030.00
A101	26022	08/20/14	2278 EVERGREEN ROOFING	4002540000000000	590	PAINTING	0.00	1,000.00
A101	26022	08/20/14	2278 EVERGREEN ROOFING	4002540000000000	590	CHARTER ROOF FINAL	0.00	1,946.85
TOTAL CHECK							0.00	2,946.85
A101	26034	08/27/14	2388 KEYSTONE CONTRACTIN	4002540001000606	590	ASBESTOS REMOVAL	0.00	46,300.00
A101	26034	08/27/14	2388 KEYSTONE CONTRACTIN	4002540002000606	590	ASBESTOS REMOVAL	0.00	98,900.00
TOTAL CHECK							0.00	145,200.00
A101	26038	08/27/14	2205 RODD HANSEN ARCHITE	4002540000000000	590	AUGUST ARCHITECT	0.00	6,667.36
TOTAL CASH ACCOUNT							0.00	328,944.21
TOTAL FUND							0.00	328,944.21
TOTAL REPORT							0.00	401,553.30

Classified Salary Schedule for 2013-2014:

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Clerk Typist Hourly	9.65	10.41	10.94	11.48	11.94
After School Assistant	9.75	10.53	11.05	11.61	12.07
Cafeteria Assistant	10.80	11.67	12.25	12.87	13.38
Instructional Assistant/Van Driver/Bus Monitor	10.83	11.70	12.28	12.90	13.41
Cafeteria Coordinator Hourly	11.52	12.44	13.07	13.73	14.27
Medical Office Hourly	11.56	12.49	13.12	13.78	14.33
Library Technician	11.56	12.49	13.12	13.78	14.33
After School Coordinator	11.91	12.87	13.51	14.19	14.75
Secretary I	12.09	13.06	13.72	14.40	14.98
Custodian & Grounds	12.65	13.66	14.34	15.06	15.67
Secretary II	12.69	13.71	14.41	15.12	15.73
Lead Custodial	13.28	14.34	15.06	15.81	16.45
Bus Driver	13.98	15.10	15.86	16.64	17.31
Mechanic	14.05	15.17	15.93	16.73	17.39
YTP Coordinator	19.00	20.51	21.54	22.62	23.53

Criteria for Advancement Between Steps

Step 1 to Step 2 - Requires 1 year at Step 1

Step 2 to Step 3 - Requires 2 years at Step 2

Step 3 to Step 4 - Requires 4 years at Step 3

Step 4 to Step 5 - Requires 3 years at Step 4

Job Title: After School Assistant

Assignment:

Afterschool Assistant will assist in providing care for children enrolled in the After School Education Programs.

Duties:

1. Under the guidance of the Extended Activities Director, the After School Assistant will coordinate the day-to-day activities and services of assigned program.
2. Maintain effective communication with and provide input to the Extended Activities Director including regular verbal and written updates on program operations
3. Maintain a high level of customer services by modeling standards of expected service for program clientele and the community
4. Supervise recreation activities
5. Facilitate the recreation and enrichment activities at program site
6. Provide academic intervention instruction and homework assistance
7. Assist with parent conferences
8. Attend meetings and training sessions as required
9. Administer first aid as needed
10. Responsible to maintaining on-site security and safety of all students
11. Assist with the invoicing of parents
12. Provide information to school and district personnel as needed
13. Monitor the efficient use of program resources, may include the ordering of supplies and assisting in the creation of materials to facilitate program activities
14. Assist in implementing school rules and procedures while following District policies
15. Enforce rules and expectations consistently for all children and model appropriate behavior for the students
16. Report and accurately document program participant complaints and handle issues of student discipline as they arise, and ensure incidents of a serious nature are reported to the proper site/district administration and legal authorities (if needed)
17. The assistant will also accept other duties as assigned by the district.

Assignment Conditions:

1. Assistants will be required to have the following characteristics and/or skills:
 - a. Work effectively with people of all socio-economic and cultural backgrounds
 - b. Understand, implement and give complex oral and written directions
 - c. Maintain cooperative and professional relationships with those contacted and supervised
 - d. Compose clear, complete, concise correspondence and reports independently using correct grammar, syntax, punctuation, and spelling
 - e. Ability to plan, organize, and set up daily activities, special events, field trips, and/or other related events as assigned
 - f. Retain confidential information

Education and Experience:

1. High School diploma required
2. Experience with children in an instructional and/or supervisory capacity, preferably in a school setting. Current training in CPR and first aid will be required.

Salary:

The salary will be set by the conditions of the negotiated collective bargaining agreement between the district and the classified employees.

Job Title: After School Coordinator

Assignment:

The Afterschool Coordinator will manage and assist in providing care for children enrolled in the After School Education Programs.

Duties:

1. Under the guidance of the Extended Activities Director, the Afterschool Coordinator will manage the day-to-day activities and services of assigned program.
2. Supervise recreation staff and activities
3. Coordinate site activities and serve as liaison to the academic lead teachers
4. Develop methods to actively recruit and retain students for program services
5. Maintain effective communication with and provide input to the Extended Activities Director including regular verbal and written updates on program operations
6. Maintain a high level of customer services by modeling standards of expected service for program clientele and the community
7. Facilitate the recreation and enrichment activities at program site
8. Provide academic intervention instruction and homework assistance
9. Assist with parent conferences
10. Attend meetings and training sessions as required
11. Administer first aid as needed
12. Responsible to maintaining on-site security and safety of all students
13. Facilitate the invoicing of parents
14. Provide information to school and district personnel as needed
15. Monitor the efficient use of program resources, may include the ordering of supplies and assisting in the creation of materials to facilitate program activities
16. Assist in implementing school rules and procedures while following District policies
17. Enforce rules and expectations consistently for all children and model appropriate behavior for the students
18. Report and accurately document program participant complaints and handle issues of student discipline as they arise, and ensure incidents of a serious nature are reported to the proper site/district administration and legal authorities (if required)
19. The coordinator will also accept other duties as assigned by the district.

Assignment Conditions:

1. Coordinator will be required to have the following characteristics and/or skills:
 - a. Work effectively with people of all socio-economic and cultural backgrounds
 - b. Understand, implement and give complex oral and written directions
 - c. Maintain cooperative and professional relationships with those contacted and supervised
 - d. Compose clear, complete, concise correspondence and reports independently using correct grammar, syntax, punctuation, and spelling
 - e. Ability to plan, organize, and set up daily activities, special events, field trips, and/or other related events as assigned
 - f. Retain confidential information

Education and Experience:

1. High School diploma required
2. Experience with children in an instructional and/or supervisory capacity, preferably in a school setting. Current training in CPR and first aid will be required.
3. Must be NCLB certified, or be able to become NCLB certified

Salary:

The salary will be set by the conditions of the negotiated collective bargaining agreement between the district and the classified employees.

**Memorandum of Understanding
Revision of Appendix B-1, Extra Duty Schedule
September 16, 2014**

**Lowell School District / Lowell Education Association
Appendix B-1: Extra Duty Schedule ~~2012-2013~~ 2014-2015**

<u>Position</u>	<u>Annual Compensation</u>	<u>Proposed Revised</u> <u>Annual Compensation</u>
Athletic Director	\$2,500	\$2,500
Activities Director	\$2,500	\$2,500
Varsity Football Coach	\$2,500	\$2,500
Varsity Assistant Associate Football Coach	\$1,500	\$1,500
Varsity Boys Basketball Coach	\$2,500	\$2,500
Varsity Girls Basketball Coach	\$2,500	\$2,500
Varsity Wrestling Coach	\$2,500	\$2,500
Varsity Baseball Coach	\$2,500	\$2,500
Varsity Softball Coach	\$2,500	\$2,500
Varsity Track Coach	\$2,500	\$2,500
Varsity Volleyball Coach	\$2,500	\$2,500
Music Events Director	\$1,500	\$1,500
Associated Student Body Director	\$1,500	\$1,500
Assistant Coach - Football	0	\$500
Assistant Coach – Volleyball	0	\$500
Assistant Coach – Boys Basketball	0	\$500
Assistant Coach – Girls Basketball	0	\$500
Assistant Coach – Wrestling	0	\$500
Assistant Coach – Track	0	\$500
Assistant Coach - Baseball	0	\$500
Assistant Coach – Softball	0	\$500
	\$29,500.00	\$33,500.00
Junior High Head Coach - Football	0	\$500
Junior High Head Coach – Volleyball	0	\$500
Junior High Head Coach – Boys Basketball	0	\$500
Junior High Head Coach – Girls Basketball	0	\$500
Junior High Head Coach – Wrestling	0	\$500
Junior High Head Coach - Track	0	\$500
Cost of Stipends to District	\$29,500.00	\$36,500.00

~~Junior high coach and assistant positions are volunteer for the following: football, boys' basketball, girls' basketball, wrestling, track, and volleyball.~~

Lowell School District
Annual Coach Evaluation

Name: _____ Site: _____

Sport: _____ Position: _____

Date of Completion: _____ Coaching Training: _____
First Aid: _____
CPR: _____

Performance Assessment: * Mandatory Areas to be Evaluated
 ** Optional Areas to be Evaluated

	Exemplary	Meets Standards	Needs Improvement	Unsatisfactory
*Instructional Ability:	_____	_____	_____	_____
*Rapport with Students:	_____	_____	_____	_____
*Professionalism:	_____	_____	_____	_____
*Communication:	_____	_____	_____	_____
*Equipment Inventory:	_____	_____	_____	_____
**Budget (Head Coaches):	_____	_____	_____	_____

Season Highlights and Areas of Strength:

(Comments Pertaining to Each Area and Comments Pertaining to School/Program Goals and/ or Expectations)

Areas of Growth:

(Comments Pertaining to Each Area and Comments Pertaining to School/Program Goals and/ or Expectations)

Coach's Signature: _____

_____	_____
Name	Date

Evaluation Completed by: _____

_____	_____
Signature	Name/Title
	Date

Lowell School District Athletic Coach Evaluation Rubric

Performance levels:

4 – Exemplary 3 – Meets Standards 2 – Needs Improvement 1 – Unsatisfactory

The coach is evaluated on their performance level of skill/knowledge in each of the areas below:

Knowledge of Sport

Identifies and applies competitive tactics and strategies that are appropriate for the specific level.

Organizes and implements materials for scouting, planning of practices and analysis of games.

Understands and enforces district/site/sport specific governing body rules and regulations.

Organizes/conducts/evaluates practice sessions with regard to established district/program goals that are appropriate at each stage of the season.

Rapport with Students

Communicates with student-athletes on program, academic and personal issues.

Identifies and practices ethical conduct by maintaining emotional control and demonstrates respect for the student-athletes.

Identifies desirable behaviors (self-discipline, teammate support, following directions, etc.) and structures experiences to facilitate such behaviors.

Actively supports student academic success.

Rapport with Other Coaches and Staff

Works cooperatively and participates with colleagues.

Demonstrates a willingness to participate in continuing professional growth opportunities.

Proactively assists other colleagues.

Is open-minded and receptive to individual differences and accepts the ideas of others.

Demonstrates evidence of collaboration with colleagues.

Serves as a Role Model

Serves as a role model for athletes and other coaches on the field, in the classroom and within the community.

Demonstrates respect for cultural diversity and individuality within student-athletes.

Colleagues recognize and appreciate the personal and professional qualities demonstrated.

Clearly communicates positive work habits and procedures.

Appearance, manners and language reflect positively on the program.

Instructional Activity

States and implements clear standards and expectations for a successful pre-season program.
Demonstrates effective and appropriate instructional strategies.
Develops and implements organized practice sessions that are designed to achieve skill development.
Demonstrates sport-specific knowledge.

Professionalism

Exhibits model behavior at practice and during games.
Demonstrates cooperation with all school staff.
Engages in positive relationships with student-athletes and all members of the school community.

Budget

Develops, submits and maintains a balanced budget that reflects current expenditures/future planning needs according to required time lines.
Follows all district/site purchasing procedures.
Conducts annual fundraising activities to supplement budget and follows all district/site procedures.

Equipment Inventory

Submits a complete inventory of equipment, uniforms, etc. to the AD at the time of the annual evaluation.
Submits an itemized list/lost equipment/uniforms to the AD at the time of the annual evaluation that matches both the pre- and post- season inventory
Provides a written explanation of how equipment/uniforms were lost or damaged.
Submits completed student bills to the AD for equipment not returned by student athletes or for unpaid spirit packs.
100% of all equipment/uniforms collected at the time of the evaluation.

Communication

Communicates with all stakeholders within the school community regarding all issues.
Serves as a positive district representative when communicating with stakeholders.
Monitors the academic progress of student-athletes and effectively communicates with teachers.
Keeps the AD informed of all important issues.
Communication skills enhance the effectiveness of the coaching staff.
Implements directives of the head coach and athletic director.

Audit Firm Recommendation to the Board of Directors – September 2014

A Request for Proposal (RFP) for auditing services was sent on July 9, 2014 to twelve audit firms in Oregon. Four firms responded by the August 18, 2014 deadline. These are: Accuity of Albany, Koontz of Albany, Pauly Rogers of Tigard (our current auditors) and Steve Tuchscherer of Roseburg. See attached spreadsheet for how each firm's proposal stacked up against the services requested and selection criteria.

In addition to comparing the RFP responses for all four firms, reference checks were made for Accuity and Koontz clients. An important situation was discovered early in this process. Accuity's two partners, Glen Kearns and Kori Sarrett, were both with Koontz prior to starting Accuity. They left Koontz and began Accuity in January 2012. Clients were given the opportunity to go with Accuity or stay with Koontz. It appears that most of the clients that had worked with Glen and Kori went with them to Accuity and the ones that had worked with the other partners stayed with Koontz.

The reference checks of clients are generally positive of both firms. However, the two partners with Accuity are seen as more friendly and personable, even though Glen is slightly more stern than Kori. General comments about Debi Blasquez, partner with Koontz, were not as positive as for Glen and Kori but nothing that was terribly unpleasant or resulted in a poorly done audit.

Clients all said they received good audit work, free consultations through the year, personal presentations of audits to the Board, and good discussions throughout the audit process.

In checking with both Accuity and Koontz as to how the split came about, both said that the two partners that left Koontz had wanted to be more hands on in the field as opposed to managing staff. Accuity is a small firm that wants to stay small and are only doing a few, selective bids. Their two partners like working with clients in the field. Koontz is a larger firm that wants to continue growing. During the split they gave all clients the option to stay or go with Accuity, regardless of whether they were under contract with Koontz.

Clients with Accuity consistently said that having Kori be able to log in to their accounting systems to pull reports in advance of the field work made the audit much smoother than with other firms that don't do this. Koontz has also done this with some clients but Debi had never heard of Pentamation (our system) while Kori has experience with both Pentamation and another common system, Infinite Visions. Koontz listed two charter schools as clients while Accuity listed none.

Based on the comparison of bids, the client references and the final phone conversations with Koontz and Accuity, I would recommend Accuity.

Financial Audit Services Proposals

For the years June 30, 2015 through 2017

Services Requested:

	Accuity	Koontz	Pauly Rogers	Tuchscherer
Financial audit in compliance with State and Federal requirements	Yes	Yes	Yes	Yes
Preparation of financial statements	Yes	Yes	Yes	No
Provide 8 bound and 1 unbound copy	10 bound 1 electronic	Up to 20 bound 1 electronic	8 bound 1 electronic	No mention
Meet with Board to present audit	Yes	Yes	No mention	Dec. board mtg

Selection Criteria:

	Accuity	Koontz	Pauly Rogers	Tuchscherer
Cost over three year period w/o MVA	\$27,000	\$31,500	\$56,050	\$42,750
Cost over three year period with MVA	\$42,000	\$46,500	\$70,610	\$63,400
Annual cost w/o MVA	\$9,000	\$10,500	\$18,300-\$19,100	\$13,800-\$14,700
Annual cost with MVA	\$14,000	\$20,000	\$23,100-\$24,000	\$20,500-\$21,750
Expertise and experience	6 school districts no mention of charters	5 school districts 2 charters	35 schools 20 charters	7 school districts 1 charter
Capability to provide timely service	By November 30	Within timeframe	December	December
References	Checked References	Checked References	Need to check	Need to check
On roster of authorized accountants	Yes; mgr & above	Yes; sr & above	Yes; mgr & above	Only owner

**Lowell School District #71
Request for Proposals
Annual Financial Audit**

Proposal Request

Lowell School District is requesting written proposals to conduct the annual audit of the School District's financial records for a three (3) year period beginning with the 2014-2015 fiscal year. Qualified firms of Certified Public Accountants are requested to perform annual (and interim if needed) financial audits of the general purpose financial statements contained in Government Auditing Standards issued by the Comptroller General of the United States of America for purposes of rendering an opinion to the fairness of presentation of these statements. The audit shall also be required to satisfy the provisions of the State of Oregon and Federal OMB Circular A-133, GASB 34, and all other applicable requirements or provisions for "Audits of State and Local Governments".

General Information

- The administrative office is located at 45 South Moss Street, Lowell, Oregon 97452
- The governing board of directors consists of five elected members.
- There are currently 254 ADMw students attending the two schools of the District, Lowell Secondary School and Lundy Elementary School.
- The 2014-2014 annual budget is estimated at \$4,000,000.
- The District does not prepare a CAFR.

Contract Period

- The selected firm will audit the financial statements for the years ending June 30, 2015, June 30, 2016 and June 30, 2017.
- The District would like to reserve the right to extend the contract beyond the original three year period, negotiating each additional year separately as to price and work performed.

Accounting System

- The accounting and financial reporting of the General Fund is on a modified accrual basis of accounting.
- The District follows the prescribed procedures of the State of Oregon in the preparation and adoption of the District's annual budget.
- The district contracts with SunGard Pentamotion for its financial software.

Services Requested

- Audit conducted in accordance with generally accepted accounting standards and in compliance with the State of Oregon Regulations and the Federal Audit Requirements of the Single Audit Act of OMB Circular A-133.
- Preparation of the financial statements including the government-wide and fund financial statements, all supplementary schedules and notes to the financial statements.
- Provide 8 bound copies of the report and one unbound copy.
- Meet with the Board of Directors at a mutually agreed upon date and time to present the audit. This meeting will include District staff. .

**Lowell School District #71
Request for Proposals
Annual Financial Audit**

Timeline

- | | |
|---|-----------------------------------|
| • Audit proposal deadline | August 18, 2014 |
| • Board awards contract | September 22, 2014 |
| • Field work | Early August of 2015 (negotiable) |
| • Final draft of report | November of 2015 |
| • Final audit report and presentation to the Board of Directors | December 2015 |

Base Proposal and Alternative Proposal

The District sponsors Mountain Valley Charter Academy and is seeking to have both the District and the Academy benefit from an economy of scale proposal. Mountain Valley Charter Academy is housed within the District's elementary school site, which is also home of the District Office. The Academy serves 100 students site based students.

Accordingly, the District is requesting that each proposal provide a Base Proposal to provide annual auditing services exclusively to the District and an additional Alternative Proposal to also provide annual auditing services for Mountain Valley Charter Academy.

Selection Criteria

- The cost over a three year period, broken down annually.
- The expertise and experience of the Auditor's staff assigned to the District in areas of school or municipal audits.
- Firm's capability to provide timely service.
- References from current and former clients.
- In the event that a contract is not executed within forty-five (45) days after the award has been made, the District may give notice to said firm of the District's intent to award the contract to the next best proposal, or to call for new proposals.
- Qualified firms must be included on the roster of authorized municipal accountants maintained by the State Board of Accountancy under ORS 297-670.

Rights Reserved by District

The District expressly reserves the following rights:

- To negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the District after the award. The District does not intend to award a contract solely on the basis of any one response made to this RFP or in any way to pay for information solicited or obtained. The information obtained will be used in determining what seems to best serve the interest of the District.
- To decide whether a proposal does or does not substantially comply with the requirements of this RFP.
- To reject any or all proposals or any portions thereof which, in the opinion of the District, are not in the best interest of the District.
- To consider the competency and responsibility of firms in making the award.

**Lowell School District #71
Request for Proposals
Annual Financial Audit**

- To award the contract based on the District's best and sole judgment regarding which proposal best meets the District's expectations and needs, balancing the highest standards of quality, service, and cost.
- To waive any minor irregularity, informality, or nonconformance with the RFP.
- To reject any non-competition and non-competition solicitation agreements that may be associated with any proposed contract between the District and the auditing firm.

Contact Information

Walt L. Hanline, Superintendent
45 South Moss Street, Lowell, Oregon 97452
209-765-4818
whanline@nationalleadership.net

**ADDENDUM TO THE CONTRACT BETWEEN
MOUNTAIN VIEW ACADEMY CHARTER SCHOOL
AND
LOWELL SCHOOL DISTRICT**

**BUSINESS INFORMATION SERVICES
AND
STUDENT INFORMATION SYSTEM**

1. The District will provide business services for MVA, consistent with the attached list of services. In consideration of this service, MVA will remit to the District \$20,000 for business services received from July 1, 2014 through June 30, 2015. If the cost of auditing services for both the District and MVA exceeds \$25,000, the parties will evenly split all costs related to the audit in excess of \$25,000. This provision will be automatically renewed on an annual basis unless either party notifies the other in writing no later than February 1st of its intent to modify or discontinue this provision for the upcoming school year.
2. The District will permit MVA to utilize its student information system (currently E-school). The District will train MVA staff in the use of the system, and will assist MVA staff in providing required educational-related reports to ODE and the federal government. In consideration of these services, MVA and the District will evenly split the per student cost of the student information system. For the 2014-15 school year, the cost is approximately \$26 per student. This provision is effective July 1, 2014 through June 30, 2015 and will be automatically renewed on an annual basis unless either party notifies the other in writing no later than February 1st of its intent to modify or discontinue this provision for the upcoming school year. The District will bill MVA as set forth above in March of each calendar year that this provision is in effect.

District

July 29, 2014
Date

MVA

8/18/2014
Date

BUSINESS SERVICES PROPOSAL

The Lowell School District proposes to provide business services to the Mountain View charter school for the 2014-15 school year for an annual fee of \$20,000.00:

SERVICES TO BE PROVIDED BY THE DISTRICT:

- *Payroll
- *File state and federal quarterly reports
- *Submit PERS payments
- *Accounts payable
- *Accounts receivable
- *Cash receipts and bank deposits
- *Prepare monthly financial reports
- *Reconcile monthly bank statements
- *Daily cash management
- *District will facilitate and pay for the annual audit conducted for the Charter.
- *Preparation of materials for annual audit
- *Preparation of adjusting journal entry vouchers as appropriate
- *Submit annual budget and financial statements to ODE
- *Prepare journal entries for revenue received by direct deposit

MOUNTAIN VIEW CHARTER SCHOOL RESPONSIBILITIES:

- *Human Resource related functions
- *Provide administration approval process for daily cash transactions
- *Provide initial staff list with immediate notification to district of any change of employee status
- *Provide legally required health insurance or health insurance option(s)
- *Provide written staff policy and procedures manual with updates submitted to district as they are added or deleted
- *Maintain fundraising accounts with monthly detail reports and requested backup documents to district
- *Submit all required ODE reports (except the two financial reports listed above) and provide district documentation denoting submission and acceptance by ODE as of report due date (e.g. student assessment reports, State grant funded reports, etc.)
- *Provide enrollment data on a monthly basis (MVA Secretary to be trained by District staff to maintain daily, monthly and annual enrollment data)

The CBO, Mr. Dave Standridge, will oversee District staff to be sure that the functions are properly implemented. The items noted in yellow will be directly managed by Mr. Standridge. The agreement to provide the aforementioned annual support is to be reviewed prior to the 2015-2016 school year.

ADDENDUM to the CONTRACT between
MOUNTAIN VIEW ACADEMY CHARTER SCHOOL (MVA) and
LOWELL SCHOOL DISTRICT (DISTRICT)

PAYMENT FOR UTILITIES

The present lease agreement between the parties reflects a commitment based upon the status quo related to the facilities available as of March of 2014. Both parties recognize that the District has significantly altered and improved the facilities utilized by Mountain View Academy (West Wing of Lundy School) by upgrading windows, heating/boiler distribution unit, and insulation, which changed the status of the building and the application of the language within the approved March 3, 2014 Lease. The specific language reflected within the Lease is as follows:

Lease Agreement 6a. - Utilities

“Lessee shall pay for utilities (heat, water, electricity, garbage, telephone, building security) based on actual usage, calculated by any increase in utilities costs on a monthly basis over the prior year. If Lessee obtains a separate telephone line, Lessee shall for all installation and monthly costs. Lessee shall obtain its own contracted services for janitorial services.”

Recognizing the change of status, the parties agree to the following modification (clarification) of the Lease:

For the 2014-15 school year, MVA will pay \$2,500 for all utility usage. For the 2015-16 school year, and all subsequent years of the Lease, MVA will pay 16% of the utility costs related to serving the West Wing of Lundy School. Specifically, MVA will be pay, on a monthly basis, for the cost of the following utilities:

- **Heating** (cost of the fuel provided to the Boiler at Lundy), which serves the West Wing. If at any time the heating system is changed from the current method (fuel oil), the same percentage of cost sharing (16%) will continue to apply.
- **Water** (recognizing that insignificant additional cost has been incurred, MVA will not be charged for water)
- **Electrical** (based upon the services provided to Lundy Elementary. Since a meter serves the educational part of the building, separate from the Cafeteria and the PDR, the monthly bill will center only on educational use.)
- **Garbage** (recognizing that insignificant additional cost has been incurred, MVA will not be charged for Garbage)
- **Telephone** (no charge will be assessed, since such service has been contracted directly by MVA with an outside vendor)
- **Building Security** (recognizing that insignificant additional cost has been incurred, MVA will not be charged for Building Security)

For budgetary planning purposes, for the 2014/2015 school year, the District will provide a monthly statement of the actual utility costs reflected in the long-term agreement, even though the District will only bill MVA over the next 10 months at \$250.00 per month.

District

Date

Mountain Valley Academy

Date

Lowell high school and junior high school coaches - 2014-15

Head football - Pat Todd - \$2500
Associate football - Dan Goss - \$1500
Assistant football - Ryan Maher - \$500
Junior High football - Mark Kintzley - \$500

High school volleyball - Kristen Prenevost - \$2500 Assistant volleyball -
Julie Velencia - \$500 Junior High volleyball - Julie Curry - \$500

Head wrestling - Jeff Cardwell - \$2500
Assistant wrestling - Heath Harvey - \$500 junior high wrestling - Alvin
Riggs - \$500

Head boys basketball - Pat Todd - \$2500
Assistant boys basketball - Mike Neet - \$500 Junior high boys basketball -
Jack Devereaux - \$500

Head girls basketball - TBD - \$2500
Assistant girls basketball - TBD - \$500
Junior high girls basketball - Alicia Osbourn - \$500

Head baseball - Kody Eidenschank - \$2500 Assistant baseball - TBD - \$500

Head softball - Jeff Cardwell - \$2500
Assistant softball - Toni Taylor - \$500

Head boys and girls track - TBD - \$2500
Assistant track - TBD - \$500
Junior high track - TBD - \$500

RESOLUTION #2014-15-2

A RESOLUTION REGARDING LEASE-PURCHASE AGREEMENT FOR THE PURPOSE OF PROCURING **"FOOD SERVICE EQUIPMENT"**.

WHEREAS, the Lowell School District No.17 desires to enter into that certain Lease-Purchase Agreement by and between Lowell School District No.17 and Government Capital Corporation, for the purpose of procuring **"Food Service Equipment"**. Lowell School District No.17 desires to designate this Agreement as a "qualified tax exempt obligation" of the District for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. The District desires to designate the Superintendent as an authorized signer of the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF LOWELL SCHOOL DISTRICT NO.17:

Section 1. That the Lowell School District No.17 enters into Lease-Purchase Agreement with Government Capital Corporation for the purpose of procuring **"Food Service Equipment"**.

Section 2. That the Lease-Purchase Agreement by and between the Lowell School District No.17 and Government Capital Corporation is designated by the District as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the Board designates the Superintendent as an authorized signer of the Lease-Purchase Agreement by and between the Lowell School District No.17 and Government Capital Corporation.

PASSED AND APPROVED by the Board of Lowell School District No.17 in a meeting held on the 22nd day of September, 2014.

Lessee: Lowell School District No.17

Witness Signature

Dennis McCallum, Board President

Walt Hanline, Board Secretary

Food Service Purchases Financing Request for Proposal (September 18, 2014)

Item Description	Location	Estimated Cost
2 - Warming Units @ \$1,800 each	Lowell High	\$3,600
1 – Salad Table Bar @ \$1,800	Lundy Elementary	\$1,800
162 Chairs and 20 Tables for LHS Cafeteria	Lowell High	\$12,000
2 – Prepster Cafeteria Tables @ \$1,800 each	Lundy Elementary	\$3,600
Small Ware – Pots, Pans, Utensils	Lundy Elementary	\$1,000
Styrofoam Melter –StyroGenie SG-1200 Purchased (\$15,233 and Installed \$4,500)	Lundy Elementary	\$19,733
12 X 12 Combination Outdoor Cooler Box (Installed – Which will include fenced in area and Cover Over the Area)	Lundy Elementary	\$25,000
		\$66,733.00



September 18, 2014

Walt L. Hanline, Ed.D.
Superintendent
Lowell School District #71
65 South Pioneer St.
Lowell, OR 97542
541-937-2124 (Phone)
209-765-4818 (Cell)
whanline@nationalleadership.net

Dear Mr. Hanline,

Thank you for the opportunity to present proposed financing for Lowell School District No.17. I am submitting for your review the following proposed structure:

LENDER:	Government Capital Corporation
ISSUER:	Lowell School District No.17, OR
FINANCING STRUCTURE:	Tax Exempt Structure w/ \$1.00 purchase
EQUIPMENT COST:	\$ 66,733
TERM:	5 Annual Payments
TRUE INTEREST COST:	3.99%
PAYMENT AMOUNT:	\$ 14,675.97
PAYMENTS BEGINNING:	March 2015 and annually thereafter

The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and my goal is customer delight. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

Stephanie Cates

Stephanie Cates
Client Services
CC: Nick Burkett

The transaction described herein is an arm's length, commercial transaction between you and Government Capital Corporation ("GCC"), in which GCC: (i) is acting solely for its own financial and other interests that may differ from yours; (ii) is not acting as your municipal advisor or financial advisor, and has no fiduciary duty to you with respect to this transaction; and (iii) is not recommending that you take an action with respect to this transaction.

Attachment 7.10

L & R Capital, Inc

Western Recycling Technologies, Inc

Protecting the earth today for a better tomorrow



Equipment Proposal

Date: 07/23/2014

Proposal # 113
Model: StyroGenie SG-1200

Prepared for:
Lowell School District
Attn: Billy Reid

Western Recycling Technologies, Inc
612 E. Aspen Way, Centerville Ut. 84014
Tel: 801-300-7246 ~ Fax: 760-453-7219~ e-mail: RobertC@wrtnow.com

web ~ www.wrtnow.com

Model: StyroGenie SG-1200

STANDARD EQUIPMENT FEATURES

The StyroGenie source reduction machine is capable of melting up to 1200 Styrofoam lunch trays within a 6 to 8 hour time period. Through conductive heat the StyroGenie will melt the lunch trays into plastic blocks thus reducing the volume of Styrofoam waste collection by 95%.

The machine is loaded through the Front Facing/Forward Opening Single Door and is capable of accepting up to 1200 trays per load.

Construction

- ✚ 16 Gauge Type 304 #4 Polished Stainless Steel thru-out insures long service life
- ✚ Heavy 11 Gauge Stainless Steel Internal Frame
- ✚ Ergonomic Front Loading Door
- ✚ Single key switch designed for ease of operation
- ✚ Casters or Adjustable legs with Seismic Anchors
- ✚ Operates on less than 1800 watts
- ✚ 46"W X 37"D X 70.5"H



Safety

- ✚ Listed and Labeled to UL 499
- ✚ Meets CE standards for safety
- ✚ Electric locks prevent unauthorized entry
- ✚ Timed Cycle for Automatic Shut Down
- ✚ LED safety warning lights
- ✚ Safe to Open indicators
- ✚ Meets NEC code 427.23 Grounded Heater

Electrical

- ✚ 120 Volts, 12ft Cord Direct Wire Disconnect
- ✚ Rugged Heating elements
- ✚ 3-wire with ground
- ✚ Keyed Control Panel



Model: StyroGenie SG-1200

EQUIPMENT COST & DELIVERY

MACHINE PRICE

Western Recycling System Model StyroGenie SG-1200 Source Reduction Machine.....

1 -	StyroGenie SG-1200	\$14,783.00
1 -	Tray Stacker	\$ 450.00
2 -	Shipping	\$ 1,142.00
TOTAL		\$15,233.00

The above pricing is based on the purchase of one StyroGenie Machine. We do offer discount pricing for purchases of ten or more units at the same time.

The StyroGenie SG-1200 will accept all #6 Polystyrene materials both clean and contaminated. The food service items do not need to be cleaned prior to reduction.

The machine quoted is based on testing and specifications we have at this time. Please forward any questions and or additional specifications that may be needed to meet or exceed your County School requirements.

PRICES QUOTED ARE FOR 90 DAYS – AFTER WHICH ARE SUBJET TO CHANGE

DELIVERY

4 to 6 weeks after receipt of both the purchase order and initial down payment
Note: These times may be shortened at time of purchase depending on scheduling availability.

TERMS

50% Down payment with purchase order
50% Due upon installation.

UTLITIES REQUIRED

Electrical: 120 volt, NEMA 5-20 Receptacle
Dedicated circuit with a 20 amp breaker.

INSTALLATION & WARRANTY

STARTUP ASSISTANCE

Startup assistance is all inclusive of machine cost with exception of electrical supply. An additional charge of \$150.00 per hour for adding electrical supply for customer will be billed separately if needed. Customer is solely responsible and must ensure that all designated personnel are present for training during installation. Additional cost for rescheduling technician for an additional training visit will be billed at \$112.50 per hour. Customer is billed for travel time from our Portland, OR plant to their facility and time spent at facility. Customer will also be billed for all trip expenses including transportation charges, lodging charges, and meals if applicable. Our payment terms for training and service are net 10 days from completion date.

WARRANTY

1. Buyer's exclusive remedies under this Agreement are limited to (1) repair or replacement of defective material or poor workmanship, or, (2) return of equipment by buyer and refund of monies paid by buyer. If after reasonable opportunity to cure by seller, equipment is not performing in accordance with seller's specifications as indicated in the attached formal proposal. The forgoing exclusive remedies extend for a period of 365 days following installation, providing that the machine is maintained and used in accordance with seller's recommendations. Buyer's remedies may be nullified by modifications made to the machine which have not been approved in writing by Western recycling Technologies. Buyer's entitlement to these remedies is conditional upon buyer having paid to seller the machine price in full.
2. There are no warranties which extend beyond the description on the face hereof. Seller shall have no liability to buyer or any other party for incidental or consequential damages resulting from material or workmanship.
3. Commercial Dispute: Applicable Law, Jurisdiction and Venue. The parties agree that this Agreement, regardless of order of signing, shall be deemed to have been entered into Salt Lake City, Utah, wherein the subject source reduction machinery has been or will be manufactured and that this Agreement shall be construed and enforced pursuant to the laws of the State of Utah, in the event a commercial dispute arises from or incident to this Agreement.
4. Service Contract over rides all warranty. \$100.00 per month covers all Equipment, Training, Service, Tech Support, and By-Product pick up on a 30 to 50 block basis (all parts optional).

Oregon School Boards Association Selected Sample Policy

Code: BBFA
Adopted:

Use

Board Member Ethics and Conflicts of Interest

No Board member will use his/her official position or office to obtain personal financial benefit or to avoid financial detriment for him or herself, relatives or household members, or for any business with which the Board member, a household member or a relative is associated.

This prohibition does not apply to any part of an official compensation package, honorarium allowed by ORS 244.042, reimbursement of expenses, or unsolicited awards of professional achievement. Further, this prohibition does not apply to gifts from one without a legislative or administrative interest. Nor does it apply if the gift is under the annual \$50 gift limit from one who has a legislative or administrative interest in any matter subject to the decision or vote of the Board member. District-provided meals at board meetings are acceptable under the reimbursement of expenses exception.

I. Conflicts of Interest

“Business” means any corporation, partnership, proprietorship, enterprise, association, franchise, firm, organization, self-employed individual or any legal entity operated for economic gain. This definition excludes any income-producing tax exempt 501(c) not-for-profit corporation with which a public official or a relative of the public official is associated only as a member or board director or in a nonremunerative capacity.

“Business with which a Board member or relative is associated” means any private business or closely held corporation of which a Board member or relative is a director, officer, owner, employee or agent or any private business or closely held corporation in which a Board member or relative owns or has owned stock, another form of equity interest, stock options or debt instruments worth \$1,000 or more at any point in the preceding year; any publicly held corporation in which a Board member or relative owns or has owned \$100,000 or more in stock or another form of equity interest, stock options or debt instruments at any point in the preceding calendar year; or any publicly held corporation of which a Board member or relative is a director or officer.

“Relative” means: 1) the Board member’s or candidate’s spouse¹, parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law; 2) the spouse of the Board member’s or candidate’s parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law.

“Member of the household” means any person who resides with the public official

No Board member will solicit or receive, either directly or indirectly, any pledge or promise of future employment based on any understanding that the Board member’s vote, official action or judgment would be thereby influenced.

No Board member will attempt to use or use for personal gain any confidential information gained through his/her official position or association with the district. A Board member will respect individuals’ privacy rights when dealing with confidential information gained through association with the district.

¹The term spouse includes domestic partner.

If a Board member participates in the authorization of a public contract, the Board member may not have a direct beneficial financial interest in that public contract for two years after the date the contract was authorized.

Individual Board members and the Board as a public entity are bound by the ethics laws for public officials as stated in Oregon law.

Potential Conflict of Interest

“Potential conflict of interest” means any action or any decision or recommendation by a Board member that could result in a financial benefit or detriment for self or relatives or for a business with which the Board member or relatives are associated, unless otherwise provided by law.

A Board member must publicly declare a potential conflict of interest. A Board member may, after declaring his/her potential conflict of interest, either vote or abstain on the issue. Abstaining from a vote does not meet the legal requirement of publicly stating a potential conflict.

Actual Conflict of Interest

“Actual conflict of interest” means any action or any decision or recommendation taken by a Board member that would result in a financial benefit or detriment to self or relatives or for any business with which the Board member or relatives are associated, unless otherwise provided by law.

A Board member must publicly declare an actual conflict of interest. The Board member may not vote lawfully if an actual conflict of interest exists unless a vote is needed to meet a minimum requirement of votes to take official action. Such a vote does not allow the Board member to participate in any discussion or debate on the issue out of which an actual conflict arises.

Class Exception

It will not be a conflict of interest if the Board member’s action would affect to the same degree a class consisting of all inhabitants of the state, or a smaller class consisting of an industry, occupation or other group including one of which or in which the person, or the person’s relative or business with which the person or the person’s relative is associated, is a member or is engaged. For example, if a Board member’s spouse is a member of the collective bargaining unit, the Board member may vote to approve the contract, as it will affect all members of that class to the same degree. However, if the collective bargaining unit is very small, the class exception may not apply. Similarly, if the contract contains special provisions that might apply only to particular persons, then the class exception may not apply. For example, if a Board member’s spouse is the only one in the bargaining unit that has a doctorate and there is a pay differential for employees with doctorates in the collective bargaining agreement, the Board member should not vote on the contract.

II. Gifts

Board members are public officials and therefore will not solicit or accept a gift or gifts with an aggregate value in excess of \$50 from any single source in a calendar year that has a legislative or administrative interest in any matter subject to the decision or vote of the Board member. All gift related provisions apply to the Board member, and their relatives, and members of their household. The \$50 gift limit applies separately to the Board member and to the Board member's relatives or members of household, meaning that the Board member, each member of their household and their relative can accept up to \$50 each from the same source/gift giver.

1. "Gift" means something of economic value given to a Board member without valuable consideration of equivalent value, which is not extended to others who are not public officials on the same terms and conditions.
2. "Relative" means: a) the Board member's or candidate's spouse¹, parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law; b) the spouse of the Board member's or candidate's parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law.
3. "Member of the household" means any person who resides with the Board member.

Determining the Source of Gifts

Board members should not accept gifts in any amount without obtaining information from the gift giver as to who is the source of the gift. It is the Board member's personal responsibility to ensure that no single source provides gifts exceeding an aggregate value of \$50 in a calendar year, if the source has a legislative or administrative interest in any matter subject to the decision or vote of the Board member. If the giver does not have a legislative/administrative interest, the ethics rules on gifts do not apply and the Board member need not keep track of it, although they are advised to do so anyway in case of a later dispute.

Determining Legislative and Administrative Interest

A legislative or administrative interest means an economic interest distinct from that of the general public, in any action subject to the decision or vote of a person acting in the capacity of a Board member. For example, everyone within a county has a general interest in the fire department, but the person who sells the uniforms to the fire department has a legislative/administrative interest in the fire department that is distinct from the general public.

Determining the Value of Gifts

The fair market value of the merchandise, goods, or services received will be used to determine benefit or value.

"Fair market value" is the dollar amount goods or services would bring if offered for sale by a person who desired, but was not obligated, to sell and purchased by one who is willing, but not obligated, to buy. Any portion of the price that was donated to charity, however, does not count toward the fair market value of the gift if the Board member does not claim the charitable contribution on personal tax returns. Below are acceptable ways to calculate the fair market value of a gift:

4. In calculating the per person cost at receptions or meals the payor of the Board member's admission or meal will include all costs other than any amount donated to a charity.

For example, a person with a legislative or administrative interest buys a table for a charitable dinner at \$100 per person. If the cost of the meal was \$25 and the amount donated to charity was \$75, the benefit conferred on the Board member is \$25. This example requires that the Board member does not claim the charitable contribution on personal tax returns.

5. For receptions and meals with multiple attendees, but with no price established to attend, the source of the Board member's meal or reception will use reasonable methods to determine the per person value or benefit conferred. The following examples are deemed reasonable methods of calculating value or benefit conferred:
 - a. The source divides the amount spent on food, beverage and other costs (other than charitable contributions) by the number of persons whom the payor reasonably expects to attend the reception or dinner;
 - b. The source divides the amount spent on food, beverage and other costs (other than charitable contributions) by the number of persons who actually attend the reception or dinner; or
 - c. The source calculates the actual amount spent on the Board member.
6. Upon request by the Board member, the source will give notice of the value of the merchandise, goods, or services received.
7. Attendance at receptions where the food or beverage is provided as an incidental part of the reception is permitted without regard to the fair market value of the food and beverage provided.

Value of Unsolicited Tokens or Awards: Resale value

Board members may accept unsolicited tokens or awards that are engraved or are otherwise personalized items. Such items are deemed to have a resale value under \$25 (even if the personalized item cost the source more than \$50), unless the personalized item is made from gold or some other valuable material that would have value over \$25 as a raw material.

Entertainment

Board members may not solicit or accept any gifts of entertainment over \$50 in value from any single source in a calendar year that has a legislative or administrative interest in any matter subject to the decision or vote of the Board member unless:

1. The entertainment is incidental to the main purpose of another event (i.e., a band playing at a reception). Entertainment that involves personal participation is not incidental to another event (such as a golf tournament at a conference); or
2. The Board member is acting in their official capacity for a ceremonial purpose.

Entertainment is ceremonial when a Board member appears at an entertainment event for a "ceremonial purpose" at the invitation of the source of the entertainment who requests the presence of the Board member at a special occasion associated with the entertainment. Examples of an appearance by a Board member at an entertainment event for a ceremonial purpose include throwing the first pitch at a baseball game, appearing in a parade and ribbon cutting for an opening ceremony.

Exceptions

The following are exceptions to the ethics rules on gifts:

3. Campaign contributions are not considered gifts under the ethics rules;
4. Gifts from “relatives” and “members of the household” are permitted in an unlimited amount; they are not considered gifts under the ethics rules;
5. Informational or program material, publications, or subscriptions related to the recipient’s performance of official duties;
6. Contributions made to a legal expense trust fund if certain requirements are met;
7. Food, lodging, and travel generally count toward the \$50 aggregate amount per year from a single source with a legislative/administrative interest, with the following exceptions:
 - a. Organized Planned Events. Board members are permitted to accept payment for travel conducted in the Board member’s official capacity, for certain limited purposes:
 - (1) Reasonable expenses (i.e., food, lodging, travel, fees) for attendance at a convention, fact-finding mission or trip, or other meeting do not count toward the \$50 aggregate amount IF:
 - (a) The Board member is scheduled to deliver a speech, make a presentation, participate on a panel, or represent the district; AND
 - i) The giver is a unit of a:
 - a) Federal, state, or local government;
 - b) An Oregon or federally recognized Native American Tribe; OR
 - c) Nonprofit corporation.
 - (b) The Board member is representing the district:
 - i) On an officially sanctioned trade-promotion or fact-finding mission; OR
 - ii) Officially designated negotiations or economic development activities *where receipt of the expenses is approved in advance by the Board.*
 - (2) The purpose of this exception is to allow Board members to attend organized, planned events and engage with the members of organizations by speaking or answering questions, participating in panel discussions or otherwise formally discussing matters in their official capacity. This exception to the gift definition does not authorize private meals where the participants engage in discussion.
8. Food or beverage, consumed at a reception, meal, or meeting IF held by an organization and IF the Board member is representing the district. Again, this exception does not authorize private meals where the participants engage in discussion;

“Reception” means a social gathering. Receptions are often held for the purpose of extending a ceremonial or formal welcome and may include private or public meetings during which guests are honored or welcomed. Food and beverages are often provided, but not as a plated, sit-down meal;

9. Food or beverage consumed by Board member acting in an official capacity in the course of financial transactions between the public body and another entity described in ORS 244.020(6)(b)(I)(i);
10. Waiver or discount of registration expenses or materials provided to Board member at a continuing education event that the Board member may attend to satisfy a professional licensing requirement;
11. A gift received by the Board member as part of the usual or customary practice of the Board member's private business, employment or position as a volunteer that bears no relationship to the Board member's holding of public office.

Honoraria

A Board member may not solicit or receive, whether directly or indirectly, honoraria for the Board member or any relative or member of the household of the Board member if the honoraria are solicited or received in connection with the official duties of the Board member.

The honoraria rules do not prohibit the solicitation or receipt of an honorarium or a certificate, plaque, commemorative token or other item with a value of \$50 or less; or the solicitation or receipt of an honorarium for services performed in relation to the private profession, occupation, avocation or expertise of the Board member or candidate.

END OF POLICY

Legal Reference(s):

ORS 162.015 to -162.035
ORS 162.405 to -162.425

ORS 244.010 to -244.400
ORS 332.055

OAR 199-005-0003 to -199-020-0020

38 OR. ATTY. GEN. OP. 1995 (1978)

OR. ETHICS COMM'N, OR. GOV'T ETHICS LAW, A GUIDE FOR PUBLIC OFFICIALS.

Oregon School Boards Association Selected Sample Policy

Code: **BBFB**
Adopted:

Use ~~as is~~ 5.

Board Member Ethics and Nepotism

In order to avoid both potential and actual conflicts of interests, Board members will abide by the following rules when a Board member's relative or member of the household is seeking and/or holds a position with the district:

1. A Board member may not appoint, employ, promote, discharge, fire, or demote or advocate for such an employment decision for a relative or member of the household, unless the Board member complies with the conflict of interest requirements of ORS Chapter 244;
2. This policy does not apply to decisions regarding unpaid volunteer positions unless it is a Board member position or another Board-related unpaid volunteer position (i.e. a Board committee position);
3. A Board member may not participate as a public official in any interview, discussion, or debate regarding the appointment, employment, promotion, discharge, firing, or demotion of a relative or member of the household. A Board member may still serve as a reference or provide a recommendation.

For the purposes of this policy, a "member of the household" means any person who resides with the Board member and "relative" means:

1. The Board member's spouse¹, parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law;
2. The spouse of the Board member's parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law.

Class Exception

It will not be a conflict of interest if the Board member's action would affect to the same degree a class including the Board member's relative or household member. For example, if a Board member's spouse is a member of the collective bargaining unit, the Board member may vote to approve the contract, as it will affect all members of that class to the same degree. However, if the collective bargaining unit is very small, the class exception may not apply. Similarly, if the contract contains special provisions that might apply only to particular persons, then the class exception may not apply. For example, if a Board member's spouse is the only one in the bargaining unit that has a doctorate and there is a pay differential for employees with doctorates in the collective bargaining agreement, the Board member should not vote on the contract.

¹The term spouse includes domestic partner.

END OF POLICY

Legal Reference(s):

ORS 244.010 to -244.400
ORS 659A.309

OAR 199-005-0003 to -199-020-0020

OR. ETHICS COMM'N, OR. GOV'T ETHICS LAW, A GUIDE FOR PUBLIC OFFICIALS.

Oregon School Boards Association Selected Sample Policy

Code: EEACA
Adopted:

Use as is

School Bus Driver Examination and Training (Version 1)

School bus drivers must pass physical examinations administered by a medical examiner listed in the Federal Motor Carrier Safety Administration's National Registry of Certified Medical Examiners and meet other criteria as established by state and federal law and by Oregon Department of Education regulations including the requirements for a commercial driver's license (CDL).

A school bus manufacturer, school bus dealer or school bus mechanic is not required to have a school bus endorsement while operating a school bus that is not transporting students.

END OF POLICY

Legal Reference(s):

<u>ORS 659.840</u>	<u>ORS 807.038</u>	<u>OAR 581-053-0004</u>
<u>ORS 659A.300</u>	<u>ORS 820.110</u>	<u>OAR 581-053-0031</u>
<u>ORS 659A.306</u>		<u>OAR 581-053-0040</u>
<u>ORS Chapters 801, 802, 807, 809, 811,</u>	<u>OAR 581-053-0002</u>	<u>OAR 581-053-0053</u>
<u>813</u>	<u>OAR 581-053-0003</u>	<u>OAR 581-053-0060</u>

Omnibus Transportation Employee Testing Act of 1991, 49 U.S.C. §§ 31301-31317; 49 C.F.R. Parts 40, 382, 391-395 (2006).
Federal Motor Carrier Safety Administration Regulations, 49 C.F.R. Part 391, §§ 391.42, 391.43 (2014)

Oregon School Boards Association Selected Sample Policy

Code: EEACA
Adopted:

School Bus Driver Examination and Training (Version 2)

School bus driver selection procedures will be developed to ensure acceptance of drivers whose capabilities are commensurate with job responsibilities. Each new school bus driver will be selected for his/her potential for improving the fleet's record and performance.

1. School bus driver selection will be based on investigating application references, a motor vehicles report from the department of motor vehicles, criminal records check, drug [and alcohol] test, a physical examination administered by a medical examiner listed in the Federal Motor Carrier Safety Administration's National Registry of Certified Medical Examiners and other physical requirements, planned oral interview, tests and a driver-training program.
2. No school bus driver shall be placed on a route or in any vehicle transporting students without a school bus [permit] or [certificate] issued by the Oregon Department of Education (ODE).
3. No school bus driver shall be placed in any vehicle subject to commercial driver's license requirements or permitted to perform any other safety-sensitive functions who does not comply with applicable provisions of the Omnibus Transportation Employee Testing Act of 1991.
4. In emergencies, only school bus drivers who are on the ODE emergency drivers' list will be used.

All school bus drivers are required to inform the district within 15 days of any change in their driving or criminal records that could affect their eligibility to maintain the necessary ODE approval for licensing.

A school bus manufacturer, school bus dealer or school bus mechanic is not required to have a school bus endorsement while operating a school bus that is not transporting students.

END OF POLICY

Legal Reference(s):

ORS 659.840	ORS 807.038	OAR 581-053-0004
ORS 659A.300	ORS 820.110	OAR 581-053-0031
ORS 659A.306		OAR 581-053-0040
ORS Chapters 801, 802, 807, 809,	OAR 581-053-0002	OAR 581-053-0053
811, 813	OAR 581-053-0003	OAR 581-053-0060

Omnibus Transportation Employee Testing Act of 1991, 49 U.S.C. §§ 31301-31317; 49 C.F.R. Parts 40, 382, 391-395 (2006).
Federal Motor Carrier Safety Administration Regulations, 49 C.F.R. Part 391, §§ 391.42, 391.43 (2014).

HR6/12/14 | RS

Oregon School Boards Association Selected Sample Policy

Code: GBC
Adopted:

Staff Ethics

I. Conflict of Interest

No district employee will use his/her district position to obtain personal financial benefit or avoidance of financial detriment or financial gain or avoidance of financial detriment for relatives, household members or for any business with which the employee, household member or relative is associated.

This prohibition does not apply to any part of an official compensation package, honorarium allowed by ORS 244.042, reimbursement of expenses, or unsolicited awards of professional achievement. Further, this prohibition does not apply to gifts from one without a legislative or administrative interest. Nor does it apply if the gift is under the \$50 gift limit for one who has a legislative or administrative interest in any matter subject to the decision or vote of the district employee.

District employees will not engage in, or have a financial interest in, any activity that raises a reasonable question of conflict of interest with their duties and responsibilities as staff members. This means that:

1. Employees will not use their position to obtain financial gain or avoidance of financial detriment from students, parents or staff;
2. Any device, publication or any other item developed during the employee's paid time shall be district property;
3. Employees will not further personal gain through the use of confidential information gained in the course of or by reason of position or activities in any way;
4. No district employee may serve as a Board or budget committee member in the district, [A district or charter school substitute bus driver in a district with an average daily membership of 50 or less may serve as a Board member;]
5. An employee will not perform any duties related to an outside job during his/her regular working hours or during the additional time that he/she needs to fulfill the position's responsibilities; nor will an employee use any district facilities, equipment or materials in performing outside work;
6. If an employee authorizes a public contract, the employee may not have a direct beneficial financial interest in that public contract for two years after the date the contract was authorized.

If an employee has a potential or actual conflict of interest, the employee must notify his/her supervisor in writing of the nature of the conflict and request that the supervisor dispose of the matter giving rise to the conflict.

In order to avoid both potential and actual conflicts of interests, district employees must abide by the following rules when an employee's relative or member of the household is seeking and/or holds a position with the district:

1. A district employee may not appoint, employ, promote, discharge, fire, or demote or advocate for such an employment decision for a relative or a member of the household, unless he/she complies with the conflict of interest requirements of ORS Chapter 244. This rule does not apply to employment decisions regarding unpaid volunteer position, unless it is a Board-related position;
2. A district employee may not participate as a public official in any interview, discussion, or debate regarding the appointment, employment, promotion, discharge, firing, or demotion of a relative or a member of the household. An employee may still serve as a reference, provide a recommendation, or perform other acts that are part of the normal job functions of the employee;
3. More than one member of an employee's family may be hired as a regular district employee. In accordance with Oregon law, however, the district may refuse to hire individuals, or may transfer current employees, in situations where an appointment would place one family member in a position of exercising supervisory, appointment or grievance adjustment authority over another member of the same family. [Employees who are members of the same family may not be assigned to work in the same building except by the superintendent's approval.] *Leave Note*

In the *conflict of interest* context, a "member of household" means any person who resides with the employee and "Relative" means:

1. The employee's spouse¹, parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law;
2. The spouse of the employee's parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law.

II. Gifts

District employees must comply with the following rules involving gifts:

Employees are public officials and therefore will not solicit or accept a gift or gifts with an aggregate value in excess of \$50 from any single source in a calendar year that has a legislative or administrative interest in any matter subject to the decision or vote of the district employee. All gift-related provisions apply to the employee, and their relatives, and members of their household. The \$50 gift limit applies separately to the employee, and to the employee's relatives or members of household, meaning that the employee and each member of their household and relative can accept up to \$50 each from the same source/gift giver.

1. "Gift" means something of economic value given to an employee without valuable consideration of equivalent value, which is not extended to others who are not public officials on the same terms and conditions.

¹The term spouse includes domestic partner.

2. “Relative”:

- a. The employee’s spouse¹, parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law;
- b. The spouse of the employee’s parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law.

3. “Member of the household” means any person who resides with the employee.

Determining the Source of Gifts

Employees should not accept gifts in any amount without obtaining information from the gift giver as to who is the source of the gift. It is the employee’s personal responsibility to ensure that no single source provides gifts exceeding an aggregate value of \$50 in a calendar year, if the source has a legislative or administrative interest in any matter subject to the decision or vote of the district employee. If the giver does not have a legislative/administrative interest, the ethics rules on gifts do not apply and the employee need not keep track of it, although they are advised to do so anyway in case of a later dispute.

Determining Legislative and Administrative Interest

A “legislative or administrative interest” means an economic interest, distinct from that of the general public, in any action subject to the official decision of an employee.

A decision means an act that commits the district to a particular course of action within the employee’s scope of authority and that is connected to the source of the gift’s economic interest. A decision is not a recommendation or work performed in an advisory capacity. If a supervisor delegates the decision to a subordinate but retains responsibility as the final decision maker, both the subordinate and supervisor’s actions would be considered a “decision.”

Determining the Value of Gifts

The fair market value of the merchandise, goods, or services received will be used to determine benefit or value.

“Fair market value” is the dollar amount goods or services would bring if offered for sale by a person who desired, but was not obligated, to sell and purchased by one who is willing, but not obligated, to buy. Any portion of the price that was donated to charity, however, does not count toward the fair market value of the gift if the employee does not claim the charitable contribution on personal tax returns. Below are acceptable ways to calculate the fair market value of a gift:

3. In calculating the per person cost at receptions or meals the payor of the employee’s admission or meal will include all costs other than any amount donated to a charity.

For example, a person with a legislative or administrative interest buys a table for a charitable dinner at \$100 per person. If the cost of the meal was \$25 and the amount donated to charity was \$75, the benefit conferred on the employee is \$25. This example requires that the employee does not claim the charitable contribution on personal tax returns.

4. For receptions and meals with multiple attendees, but with no price established to attend, the source of the employee’s meal or reception will use reasonable methods to determine the per person value

or benefit conferred. The following examples are deemed reasonable methods of calculating value or benefit conferred:

- a. The source divides the amount spent on food, beverage and other costs (other than charitable contributions) by the number of persons whom the payor reasonably expects to attend the reception or dinner;
 - b. The source divides the amount spent on food, beverage and other costs (other than charitable contributions) by the number of persons who actually attend the reception or dinner; or
 - c. The source calculates the actual amount spent on the employee.
5. Upon request by the employee, the source will give notice of the value of the merchandise, goods, or services received.
 6. Attendance at receptions where the food or beverage is provided as an incidental part of the reception is permitted without regard to the fair market value of the food and beverage provided.

Value of Unsolicited Tokens or Awards: Resale value

Employees may accept unsolicited tokens or awards that are engraved or are otherwise personalized items. Such items are deemed to have a resale value under \$25 (even if the personalized item cost the source more than \$50), unless the personalized item is made from gold or some other valuable material that would have value over \$25 as a raw material.

Entertainment

Employees may not solicit or accept any gifts of entertainment over \$50 in value from any single source in a calendar year that has a legislative or administrative interest in any matter subject to the decision of the employee unless:

7. The entertainment is incidental to the main purpose of another event (i.e., a band playing at a reception). Entertainment that involves personal participation is not incidental to another event (such as a golf tournament at a conference); or
8. The employee is acting in their official capacity for a ceremonial purpose.

Entertainment is ceremonial when an employee appears at an entertainment event for a “ceremonial purpose” at the invitation of the source of the entertainment who requests the presence of the employee at a special occasion associated with the entertainment. Examples of an appearance by an employee at an entertainment event for a ceremonial purpose include: throwing the first pitch at a baseball game, appearing in a parade and ribbon cutting for an opening ceremony.

Exceptions

The following are exceptions to the ethics rules on gifts that apply to employees:

9. Gifts from “relatives” and “members of the household” are permitted in an unlimited amount; they are not considered gifts under the ethics rules;
10. Informational or program material, publications, or subscriptions related to the recipient’s performance of official duties;

11. Food, lodging, and travel generally count toward the \$50 aggregate amount per year from a single source with a legislative/administrative interest, with the following exceptions:
 - a. Organized Planned Events. Employees are permitted to accept payment for travel conducted in the employee's official capacity, for certain limited purposes:
 - (1) Reasonable expenses (i.e., food, lodging, travel, fees) for attendance at a convention, fact-finding mission or trip, or other meeting do not count toward the \$50 aggregate amount IF:
 - (a) The employee is scheduled to deliver a speech, make a presentation, participate on a panel, or represent the district; AND
 - i) The giver is a unit of a:
 - a) Federal, state, or local government;
 - b) An Oregon or federally recognized Native American Tribe; OR
 - c) Nonprofit corporation.
 - (b) The employee is representing the district:
 - i) On an officially sanctioned trade-promotion or fact-finding mission; OR
 - ii) Officially designated negotiations or economic development activities where receipt of the expenses is approved in advance by the superintendent.
 - (2) The purpose of this exception is to allow employees to attend organized, planned events and engage with the members of organizations by speaking or answering questions, participating in panel discussions or otherwise formally discussing matters in their official capacity. This exception to the gift definition does not authorize private meals where the participants engage in discussion.
 12. Food or beverage, consumed at a reception, meal, or meeting IF held by an organization and IF the employee is representing the district.

"Reception" means a social gathering. Receptions are often held for the purpose of extending a ceremonial or formal welcome and may include private or public meetings during which guests are honored or welcomed. Food and beverages are often provided, but not as a plated, sit-down meal;
 13. Food or beverage consumed by employee acting in an official capacity in the course of financial transactions between the public body and another entity described in ORS 244.020(6)(b)(I)(i);
 14. Waiver or discount of registration expenses or materials provided to employee at a continuing education event that the employee may attend to satisfy a professional licensing requirement;
 15. A gift received by the employee as part of the usual or customary practice of the employee's private business, employment or position as a volunteer that bears no relationship to the employee's district employment;
 16. Reasonable expenses paid to employee for accompanying students on an educational trip.

Honoraria

An employee may not solicit or receive, whether directly or indirectly, honoraria for the employee or any relative or member of the household of the employee if the honoraria are solicited or received in connection with the official duties of the employee.

The honoraria rules do not prohibit the solicitation or receipt of an honorarium or a certificate, plaque, commemorative token, or other item with a value of \$50 or less; or the solicitation or receipt of an honorarium for services performed in relation to the private profession, occupation, avocation, or expertise of the employee.

END OF POLICY

Legal Reference(s):

ORS 244.010 to -244.400
ORS 332.016

ORS 659A.309

OAR 199-005-0003 to -199-020-0020
OAR 584-020-0040

OR. ETHICS COMM'N, OR. GOV'T ETHICS LAW, A GUIDE FOR PUBLIC OFFICIALS.

Oregon School Boards Association Selected Sample Policy

Code: GBC-AR
Revised/Reviewed:

Use

Staff Ethics

District employees are allowed financial benefits as identified in ORS 244.040(2), such as their official compensation package, reimbursed expenses, limited honoraria and unsolicited awards for professional achievement. District employees are prohibited from using or attempting to use his/her district position to obtain a financial gain or to avoid a financial detriment for the district employee, a relative or member of the household of the employee, or any business with which the employee or a relative or member of the household of the employee is associated, if the opportunity for financial gain or avoidance of a financial detriment would not otherwise be available but for the employee's position with the district. Specifically, this means that:

1. Employees will not use district equipment for personal use, unless it is available to a significant segment of the general public. This includes, but is not limited to, the personal use of the district's:
 - a. Fax machine¹;
 - b. Phones to make long distance personal calls;
 - c. District vehicles;
 - d. Professional technology equipment (e.g., wood shop, automotive shop, CAD); and
 - e. Athletic facilities (e.g., pool or weight room).

Further, the district's supplies, facilities, equipment, employees, records or any other public resources are not to be used to engage in private business interests. For example, the district's computer cannot be used to sell products on an auction website during school hours.

2. When employees are traveling on official district business, any gift given because of this travel must be either declined or passed on to the district for use for future district travel. For example, if the hotel where the employee is staying gives the employee a free night's stay on a future visit, this must be declined or given back to the district for future district travel. The frequent flyer miles earned when traveling on official district business can only be used for district travel. If the employee's spouse is traveling with the employee, the employee is responsible for all additional charges (i.e., additional room charge).
3. Employees may not use personal credit cards for district travel or other district business and receive incentives such as cash reimbursements, frequent flyer miles and other benefits based upon the dollar amount of purchases made.
4. Employees may not use discounts offered by private companies for the employee's personal benefit if the discount is only offered because of the employee's official position. For example, an office supplies store provides all teachers a 10 percent discount. Because the teachers are receiving this discount only because of their official position, they cannot use the discount to purchase personal items. Teachers may use the discount to purchase items for district use. Employees can also accept

¹The district could establish a fee schedule that would allow only district employees to pay for the personal use of the district fax machines. If the district established a fee schedule for the use of fax machines the fee schedule must be equal to or exceed the prevailing rates offered at commercial businesses.

the discount if it is also available to a substantial segment of the population who are not public officials.

5. Employees may accept free passes to district extracurricular events if they are attending these events in their official capacity (i.e., chaperoning, ticket sales or managing concession sales). In order to promote employee participation in extracurricular activities, the district may include free passes in employees' official compensation packages or employees may be reimbursed by the district for the cost of admission.
6. The employee's district position is not to be used to take official action that could have a financial impact on a private business with which, the employee, or a relative or member of the employee's household are associated. For example, if the employee's brother owns a pest-control business which is seeking a contract with the district, the employee must declare an actual conflict of interest in writing, describing the nature of the employee's conflict, and provide this to the employee's supervisor.
7. Confidential information gained as a district employee is not to be used to obtain a financial benefit for the employee, a relative or member of the public official's household or a business with which any are associated. For example, the employee should not use the information that a student in his/her class is falling behind in math to provide the parents a referral to the employees' sister's tutoring business.
8. District employees who mentor student teachers may not receive direct payments from sponsoring colleges or universities. The payment may be provided by the college or university to the district, which can then distribute the compensation to the teachers as an element of their official compensation package.
9. District employees must follow Oregon Government Ethics Commission guidelines for outside employment if the employee acts as a chaperone for student group trips on personal time and the district employee accepts compensation in the form of travel expenses from a private business or organization. Specifically, district employees must conduct all activities related to the trip on personal time and cannot use the classroom or school environment to plan the off-campus trip. Employees may use district facilities for this purpose only if they comply with the district's public use of facilities policy. It is not an ethics violation to accept reasonable expenses for accompanying students on an education trip.

These restrictions do not apply if the teacher is chaperoning students on a fact-finding mission that is officially sanctioned by the Board. The definition of a "fact-finding mission" is, in part, any activity related to a cultural or educational purpose. *See* OAR 199-005-0020(3)(a). The district employee must be directly and immediately associated with the event or location being visited. If a district employee only acts as a chaperone and does not provide instruction or guidance for the students in language usage or cultural events, the trip may not meet the requirements of ORS 244.020(6)(H)(i). Further, the employee can only accept the reimbursement of reasonable travel expenses from the private company, not any further compensation.

These restrictions do not apply if the district compensates the district employee for chaperoning the trip.

Oregon School Boards Association Selected Sample Policy

Code: GBNA
Adopted:

Use

Hazing/Harassment/Intimidation/Bullying/Menacing/Cyberbullying – Staff

The Board is committed to providing a positive and productive learning and working environment. Hazing, harassment, intimidation, bullying, menacing, and acts of cyberbullying of staff, students or third parties by staff, students or third parties is strictly prohibited and shall not be tolerated in the district. 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.

Staff whose behavior is found to be in violation of this policy will be subject to discipline, up to and including dismissal. Third parties whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the superintendent or Board.

Individuals may also be referred to law enforcement officials. Licensed staff will be reported to Teacher Standards and Practices Commission, as provided by OAR 584-020-0041.

The superintendent is directed to develop administrative regulations to implement this policy. Regulations shall include descriptions of prohibited conduct, reporting and investigative procedures and provisions to ensure [annual] notice of this policy is provided to students, staff and third parties.

END OF POLICY

Legal Reference(s):

ORS 163.190

ORS 163.197(2)

ORS 166.065

ORS 166.155 to -166.165

ORS 332.072

ORS 332.107

ORS 659A.030

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

HR6/12/14 | PH

Oregon School Boards Association Selected Sample Policy

Code: GBNA-AR
Revised/Reviewed:

Use

Hazing/Harassment/Intimidation/Bullying/Menacing/Cyberbullying Complaint Procedures – Staff

The following definitions and procedures shall be used for reporting, investigating and resolving complaints of hazing, harassment, intimidation, bullying, menacing and acts of cyberbullying.

Definitions

1. “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.
2. “District” includes district facilities, district premises and nondistrict property if the employee is at any district-sponsored, district-approved or district-related activity or function, such as field trips, athletic events or where the employee is engaged in district business.
3. “Hazing” includes, but is not limited to, any act that recklessly or intentionally endangers the mental health, physical health or safety of a student/staff member for the purpose of initiation or as a condition or precondition of attaining membership in, or affiliation with, any district-sponsored work activity, work group or work assignment, 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/staff); 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 regardless of the person’s willingness to participate.
4. “Harassment” includes, but is not limited to, any act which subjects an individual or group to unwanted, abusive behavior of a nonverbal, verbal, written or physical nature on the basis of age, race, religion, color, national origin, disability or sexual orientation.
5. “Intimidation” includes, but is not limited to, any threat or act intended to tamper, substantially damage or interfere with another’s property, cause substantial inconvenience, subject another to offensive physical contact or inflict serious physical injury on the basis of race, color, religion, national origin, or sexual orientation.
6. “Cyberbullying” means the use of any electronic communication device to [convey a message in any form (text, image, audio or video) that intimidates, harasses or is otherwise intended to harms,

insults or humiliates another in a deliberate, repeated or hostile and unwanted manner under a person's true or false identity.] [harass, intimidate or bully.]

7. "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.

Retaliation/False Charges

Retaliation against any person who reports, is thought to have reported, files a complaint or otherwise participates in an investigation or inquiry is prohibited. Such retaliation shall be considered a serious violation of Board policy and independent of whether a complaint is substantiated. False charges shall also be regarded as a serious offense and will result in disciplinary action or other appropriate sanctions.

Complaint Procedures

[Principals and the superintendent] have responsibility for investigations concerning hazing, harassment, intimidation, bullying, menacing and acts of cyberbullying. The investigator(s) shall be a neutral party having had no involvement in the complaint presented.

Any employee who has knowledge of conduct in violation of Board policy JFCF - [Hazing/]Harassment/Intimidation/Bullying/[Menacing/]Cyberbullying/Teen Dating Violence – Student shall immediately report his/her concerns to the designated district official.

Any employee or third party who has knowledge of conduct in violation of this Board policy or feels he/she has been hazed, harassed, intimidated, bullied, cyberbullied or menaced in violation of this Board policy or this administrative regulation [shall] [is encouraged to] immediately report his/her concerns to the designated district official.

Complaints will be promptly investigated in accordance with the following procedures:

- Step 1 Any hazing, harassment, intimidation, bullying, menacing or acts of cyberbullying information (complaints, rumors, etc.) shall be presented to [the principal or superintendent]. Complaints against the principal shall be filed with the superintendent. Information may be presented anonymously. Complaints against the superintendent shall be filed with the Board chair. All such information will be reduced to writing and will include the specific nature of the offense and corresponding dates.
- Step 2 The district official receiving the complaint shall promptly investigate. Parents will be notified of the nature of any complaint involving their student. The district official will arrange such meetings as may be necessary with all concerned parties within [five] working days after receipt of the information or complaint. The parties will have an opportunity to submit evidence and a list of witnesses. All findings related to the complaint will be reduced to writing. The district official(s) conducting the investigation shall notify the complainant and parents as appropriate, [in writing,] when the investigation is concluded and a decision regarding disciplinary action, as warranted, is determined.

[A copy of the notification letter or the date and details of notification to the complainant, together with any other documentation related to the incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.]

- Step 3 If the complainant is not satisfied with the decision at Step 2, he/she may submit a written appeal to the superintendent or designee. Such appeal must be filed within [10] working days after receipt of the Step 2 decision. The superintendent or designee will arrange such meetings with the complainant and other affected parties as deemed necessary to discuss the appeal. The superintendent or designee shall provide a written decision to the complainant's appeal within [10] working days.
- Step 4 If the complainant is not satisfied with the decision at Step 3, a written appeal may be filed with the Board. Such appeal must be filed within [10] working days after receipt of the Step 3 decision. The Board shall, within [20] working days, conduct a hearing at which time the complainant shall be given an opportunity to present the complaint. The Board shall provide a written decision to the complainant within [10] working days following completion of the hearing.

Direct complaints related to employment may be filed with the Oregon Bureau of Labor and Industries, Civil Rights Division, or the U.S. Department of Labor, Equal Employment Opportunities Commission.

Documentation related to the incident may be maintained as a part of the employee's personnel file. [Additionally, a copy of all hazing, harassment, intimidation, bullying, menacing or acts of cyberbullying complaints and documentation will be maintained as a confidential file in the district office.]

Oregon School Boards Association Selected Sample Policy

Code: GBN/JBA
Adopted:

Use

Sexual Harassment

The Board is committed to the elimination of sexual harassment in district schools and activities. Sexual harassment is strictly prohibited and shall not be tolerated. This includes sexual harassment of students, or staff or third parties by other students, staff, Board members or third parties. "Third parties" include, but are not limited to, 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. "District" includes: district facilities; district premises and nondistrict property if the student or employee 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; or where the employee is engaged in district business. The prohibition also includes off duty conduct which is incompatible with district job responsibilities.

Sexual harassment of students and staff shall include, but is not limited to, unwelcome sexual advances, requests for sexual favors and other verbal, nonverbal or physical conduct of a sexual nature when:

1. The conduct or communication has the purpose or effect of demanding sexual favors in exchange for benefits;
2. Submission to or rejection of the conduct or communication is used as the basis for educational decisions affecting a student or employment or assignment of staff;
3. The conduct or communication is so severe, persistent or pervasive that it has the purpose or effect of unreasonably interfering with a student's educational performance or with an employee's ability to perform his/her job; or creates an intimidating, offensive or hostile educational or working environment. Relevant factors to be considered will include, but not be limited to, did the individual view the environment as hostile; was it reasonable to view the environment as hostile; the nature of the conduct; how often the conduct occurred and how long it continued; age and sex of the complainant; whether the alleged harasser was in a position of power over the student or staff member subjected to the harassment; number of individuals involved; age of the alleged harasser; where the harassment occurred; and other incidents of sexual harassment at the school involving the same or other students or staff.

Examples of sexual harassment may include, but not be limited to, physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials; sexual gestures or obscene jokes; touching oneself sexually or talking about one's sexuality in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.

All complaints about behavior that may violate this policy shall be promptly investigated. Any student or employee who has knowledge of conduct in violation of this policy or feels he/she is a victim of sexual harassment must immediately report his/her concerns to the principal, compliance officer or superintendent, who has overall responsibility for all investigations. A student may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official. The student and the student's parents or staff member who initiated the complaint shall be notified of the findings of the investigation and, if appropriate, that remedial action has been taken.

The initiation of a complaint in good faith about behavior that may violate this policy shall not adversely affect the educational assignments or study environment of a student complainant or any terms or conditions of employment or work environment of the staff complainant. There shall be no retaliation by the district against any person who, in good faith, reports, files a complaint or otherwise participates in an investigation or inquiry of sexual harassment.

It is the intent of the Board that appropriate corrective action will be taken by the district to stop the sexual harassment, prevent its recurrence and address negative consequences. Students in violation of this policy shall be subject to discipline up to and including expulsion and/or counseling or sexual harassment awareness training, as appropriate. The age and maturity of the student(s) involved and other relevant factors will be considered in determining appropriate action. Employees in violation of this policy shall be subject to discipline, up to and including dismissal and/or additional sexual harassment awareness training, as appropriate. Other individuals whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the superintendent or Board.

Additionally, the district may report individuals in violation of this policy to law enforcement officials. Licensed staff, staff registered with the Teacher Standards and Practices Commission (TSPC) and those participating in practicum programs, as specified by Oregon Administrative Rules, shall be reported to TSPC.

The superintendent shall ensure appropriate periodic sexual harassment awareness training or information is provided to all supervisors, staff and students and that annually, the name and position of district officials responsible for accepting and managing sexual harassment complaints, business phone numbers, addresses or other necessary contact information is readily available. This policy as well as the complaint procedure will be made available to all students, parents of students and staff [in student/parent and staff handbooks]. The district's policy shall be posted in all [grade 6 through 12] schools. Such posting shall be by a sign of at least 8 1/2" by 11".

The superintendent will establish a process of reporting incidents of sexual harassment.

END OF POLICY

Legal Reference(s):

ORS 243.706
ORS 342.700
ORS 342.704
ORS 342.708
ORS 342.850

ORS 342.865
ORS 659.850
ORS 659A.006
ORS 659A.029
ORS 659A.030

OAR 581-021-0038
OAR 584-020-0040
OAR 584-020-0041

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

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

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2006); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2006).

Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).

Oregon School Boards Association Selected Sample Policy

Code: GCAB
Adopted:

Use

Personal ~~Communication~~ Electronic Devices and Social Media - Staff **

Staff possession or use of personal ~~communication~~ electronic devices on district property, in district facilities during the work day and while the staff is on duty in attendance at district-sponsored activities may be permitted subject to the limitations set forth in this policy and consistent with any additional school rules as may be established by the superintendent. At no time, whether on duty or off duty, will a personal ~~communication~~ electronic device be used in a manner that interferes with staff duty and responsibility for the supervision of students.

[A "personal ~~communication~~ electronic device" is a device, not issued by the district, which emits an audible signal, vibrates, displays a message or otherwise summons or delivers a communication to the possessor of the device is capable of electronically communicating, sending, receiving, storing, recording, reproducing, and/or displaying information and data. These devices include, but are not limited to, walkie talkies, long or short range portable radios, portable scanning devices, cellular telephones, pagers, personal digital assistants (PDAs), laptop computers and similar devices with wireless capability. This also includes other digital audio and video devices such as, but not limited to, iPods, radios and TV.

Personal ~~cellular telephones/pagers and other digital audio and video devices~~ electronic devices shall be silenced during instructional [or class] time, while on duty or at any other time where such use of the device would cause a disruption of school activities or interfere with work assignment. ~~Cellular telephones~~ Devices which have the capability to take photographs or record video or audio shall not be used for such purposes while on district property or while a staff member is on duty in district-sponsored activities, unless as expressly authorized by the principal or designee for a use directly related to and consistent with the employee's assigned duties. ~~Laptop eComputers, and PDAs~~ tablets, iPads or similar devices brought to school will be restricted to ~~classroom or instructional related~~ academic activities only during on duty time.

The district will not be liable for loss or damage to personal ~~communication~~ electronic devices brought to district property and district-sponsored activities.

Staff members, while on duty and off duty, will utilize social ~~network media~~ websites (e.g., Facebook, MySpace and Twitter), public websites and blogs, judiciously by not posting confidential information about students, staff or district business.¹ Staff may not post images of district facilities, staff, students, volunteers or parents without written authorization from persons with authority to grant such a release. Staff members, while on duty and off duty, will treat fellow employees, students and the public with respect while posting on social media websites, etc., in order to prevent substantial disruption in school. Communication with students using personal ~~communication~~ electronic devices will be appropriate and professional. Communication with students using personal ~~communication~~ electronic devices regarding nonschool-related matters is prohibited during work hours and strongly discouraged at all other times. If communicating with students electronically regarding school-related matters, staff should use district e-mail using mailing lists to a group of students rather than individual students. Texting students during work hours is [discouraged] [prohibited]. Texting students while off duty is strongly discouraged.

¹Nothing in this policy is intended in any form to limit the right of employees to engage in protected labor activities via the use of social media.

Exceptions to the prohibitions set forth in this policy may be made for health, safety or emergency reasons with superintendent or designee approval.

Staff are subject to disciplinary action up to and including dismissal for using a personal ~~communication~~ electronic device in any manner that is illegal or violates the terms of this policy. Staff actions on social network media websites, public websites, ~~and blogs and other social media~~, while on or off duty, which disrupt the school environment, are subject to disciplinary action up to and including dismissal. A "disruption"¹ for purposes of this policy includes, but is not limited to, one or more parent threatens to remove their children from a particular class or particular school, actual withdrawal of a student or students from a particular class or particular school and/or a threatened or actual negative impact on the learning environment. The taking, disseminating, transferring or sharing of obscene, pornographic or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (commonly called texting, sexting, emailing etc.) may constitute a crime under state and/or federal law. Any person taking, disseminating, transferring or sharing obscene, pornographic or otherwise illegal images or photographs, will be reported to law enforcement and/or other appropriate state or federal agencies.

Licensed staff are subject at all times to the Standards of Competent and Ethical Performance for Teachers. (See Board policy GCAA)

The superintendent shall ensure that this policy is available to all employees.

END OF POLICY

Legal Reference(s):

ORS 167.057
ORS 163.432
ORS 163.433
ORS 163.684
ORS 163.686
ORS 163.687

ORS 163.688
ORS 163.689
ORS 163.693

ORS 163.700
ORS 326.011

ORS 326.051
ORS 332.072
ORS 332.107
ORS 336.840

U.S. CONST. amend. XVIII, § 1466A

U.S. CONST. amend. XVIII, § 1470

U.S. CONST. amend. XX, § 7906

U.S. CONST. amend. XX, § 6777

Copyrights, Title 17, as amended, United States Code; 19 CFR Part 133 (2001).

Melzer v. Bd. Of Educ., City of New York, 336 F.3d 185 (2d Cir. 2003).

Ross v. Springfield Sch. Dist., No. FDA 80-1, aff'd, 56 Or. App. 197, rev'd and remanded, 294 Or. 357 (1982), order on remand (1983), aff'd, 71 Or. App. 111 (1984), rev'd and remanded, 300 Or. 507 (1986), order on second remand (1987), revised order on second remand (1988).

HR6/12/14|PH

Oregon School Boards Association Selected Sample Policy

Code: IIA
Adopted:

Use

Instructional Resources/Instructional Materials (Version 1)

The Board is responsible for the selection of instructional materials. The Board delegates to district professional personnel the authority for the selection of instructional and library [media] materials in accordance with the policy below.

Selection Objectives

When reviewing and selecting instructional materials, the objectives will be:

1. To select materials that will provide improvements in content, organization and teaching methods;
2. To ensure accurate and up-to-date content that includes new concepts, insights and facts;
3. To provide for sequential growth from level to level;
4. To provide a fair representation of the many religious, ethnic and cultural groups and their contributions to our American heritage;
5. To provide recognition of minority groups and women by placing them frequently in positions of leadership and example. There will be no discrimination or bias or prejudice toward sex, sexual orientation, race, religion, national origin, marital status, disability or age.

The district will establish a process and timeline for regularly determining and considering whether the textbooks and other instructional materials are available through online resources that enable students with print disabilities to receive textbooks and instructional materials free of charge.

Textbooks and other instructional materials adopted by the Board shall be selected by the appropriate professional personnel in consultation with parents and citizens. The input of staff and students will be encouraged. Final decisions on purchase will rest with the superintendent or designee, subject to official adoption by the Board in the case of textbooks and other instructional materials.

Selection Criteria

All materials selected will be consistent with the following principles:

6. Materials that enrich and support the curriculum, taking into consideration the varied interests, abilities and maturity levels of the students served;
7. Materials that stimulate growth in factual knowledge, literary appreciation, aesthetic values and ethical standards;

8. A background of information which will enable students to make intelligent judgments in their daily lives;
9. Materials on opposing sides of controversial issues, so that young citizens may develop, under guidance, the practice of analytical reading and thinking;
10. Materials representative of the many religious, ethnic and cultural groups, showing their contributions to our heritage.

The above principles will serve as a guide in the selection of all instructional and library [media] materials.

To be in compliance with the requirements of federal law, the Board directs the superintendent to distribute curriculum materials and instructional supplies to district schools in such a manner that ensures all schools receive equivalent materials.

Any resident or employee may challenge the appropriateness of the district's instructional materials. The district will provide a procedure to process such challenges.

END OF POLICY

Legal Reference(s):

<u>ORS 336.035</u>	<u>ORS 337.260</u>	<u>OAR 581-021-0045</u>
<u>ORS 336.840</u>	<u>ORS 337.511</u>	<u>OAR 581-021-0046</u>
<u>ORS 337.120</u>	<u>ORS 339.155</u>	<u>OAR 581-022-1140</u>
<u>ORS 337.141</u>		<u>OAR 581-022-1520</u>
<u>ORS 337.150</u>	<u>OAR 581-011-0050 to -0117</u>	<u>OAR 581-022-1640</u>

No Child Left Behind Act of 2001, 20 U.S.C. §§ 6311-6322 (2006).

Oregon School Boards Association Selected Sample Policy

Code: IIA
Adopted:

Instructional Resources/Instructional Materials (Version 2)

The Board believes that proper care and judgment should be exercised in selecting basic instructional materials. While the Board retains the authority to approve district instructional materials adoptions, it authorizes the superintendent to develop and implement administrative procedures governing how selections are determined. Such procedures will provide for administrator, staff, parent, student and community involvement and employ suitable selection criteria to ensure that the recommended instructional materials will meet the needs of the program, students, teachers and community.

The district will review instructional materials in accordance with the State Board of Education adoption cycle. Each instructional program and basic instructional materials will be reviewed on a seven year cycle and recommendations for appropriate instructional materials will be made.

Recommended instructional materials will be free of racial, national origin, religious, disability, age, marital status, sexual bias or sexual orientation; contain appropriate readability levels; support the district's adopted curriculum content; provide ease of teacher use; be attractive and durable and be purchased at a reasonable cost.

The district will establish a process and timeline for regularly determining and considering whether the textbooks and other instructional materials are available through online resources that enable students with print disabilities to receive textbooks and instructional materials free of charge.

All basic instructional materials recommended for adoption need to be approved for use by the Board. Prior to Board approval, parents[, students] and interested district patrons will have the opportunity to review the recommended instructional materials and be encouraged to provide opinions about them and their use in the classrooms.

All supplementary materials and library [media] resources will be selected cooperatively by teachers, principals, librarians and sometimes with the assistance of students and parents. Recommended supplementary materials and library [media] resources will also be free of racial, national origin, religious, disability, age, marital status, sexual orientation or sexual bias; contain appropriate readability levels; support the district's adopted curriculum content; provide for ease of teacher use; be attractive and durable and be purchased at a reasonable cost.

END OF POLICY

Legal Reference(s):

ORS 336.035
ORS 336.840
ORS 337.120
ORS 337.141
ORS 337.150

ORS 337.260
ORS 337.511
ORS 339.155
OAR 581-011-0050 to -0117

OAR 581-021-0045
OAR 581-021-0046
OAR 581-022-1140
OAR 581-022-1520
OAR 581-022-1640

No Child Left Behind Act of 2001, 20 U.S.C. §§ 6311-6322 (2006).

Oregon School Boards Association Selected Sample Policy

Code: IIA
Adopted:

Instructional Resources/Instructional Materials (Version 3)

The Board believes that proper care and judgment should be exercised in selecting basic instructional materials for student use. While the Board retains the authority to approve district basic instructional materials adoptions, it authorizes the superintendent to develop and implement procedures governing how selections are determined. Such procedures will provide for staff, parent and community involvement through such means as building site councils and employ suitable selection criteria to ensure that the recommended instructional materials:

1. Display fairness in their portrayal of people;
2. Contain appropriate readability levels;
3. Show consistency with the district's adopted curriculum content;
4. Provide for ease of teacher use;
5. Are attractive and durable;
6. Can be purchased at reasonable cost.
7. Do not discriminate on the basis of race, national origin, religion, sex, sexual orientation or sexual bias, age, disability or marital status.

The district will establish a process and timeline for regularly determining and considering whether the textbooks and other instructional materials are available through online resources that enable students with print disabilities to receive the textbooks and instructional materials free of charge.

END OF POLICY

Legal Reference(s):

ORS 336.035
ORS 336.840
ORS 337.120
ORS 337.141
ORS 337.150

ORS 337.260
ORS 337.511
ORS 339.155

OAR 581-011-0050 to -0117

OAR 581-021-0045
OAR 581-021-0046
OAR 581-022-1140
OAR 581-022-1520
OAR 581-022-1640

No Child Left Behind Act of 2001, 20 U.S.C. §§ 6311-6322 (2006).

HR6/12/14 | PH

Oregon School Boards Association Selected Sample Policy

Code: **IK**
Adopted:

Use

Academic Achievement**

The Board believes it is important that teachers have as much accurate knowledge of student achievement as possible to assess students' needs and growth; thus, a sharing of information among parent, teacher and student is essential.

The district shall ensure that all students have the opportunity to demonstrate progress toward becoming proficient in the mastery of the knowledge and skills of the student's current grade level or course content level. Students who have not yet met or who exceed all of the standards at any grade level, will be offered additional services or alternative educational or public education school options.

The Board directs staff to follow these guidelines in measuring and reporting determining student progress:

1. Parents and students [will] [may] be informed [at least annually,] of their student's progress to meet or exceed grade level toward achieving the academic content standards, including but not limited to:
 - a. Information on progress in each subject area to meet or exceed the academic content standards at the student's current grade level or course content level, including major goals used to determine the information;
 - b. Specific evidence of student progress on the toward mastery of a continuum of academic knowledge and skills (academic content standards) of a subject area, upon request from a parent;
 - c. [Evidence of the student's progress in a continuum of knowledge and skills that are not academic and that may include student behaviors that are defined by the district;]
 - d. Student scores on all state and local assessments indicating any of the requirements that have been waived for the district or the individual and time periods for the waiver; and
 - e. Student progress toward completion of diploma requirements to parents of students in grades 9-12, including credits earned, demonstration of extended application and demonstration of the Essential Skills.
2. Parents will be alerted and conferred with as soon as possible when a student's performance or attitude becomes unsatisfactory or shows marked or sudden deterioration;
3. Grades and/or portfolio content assessment will be based upon academic performance and will not include student attitude [or behavior]. Grades will not be used for disciplinary purposes. Absenteeism or misconduct shall not be the sole criterion for the reduction of a student's grade [.] [:] [Behavior performance shall be reported separately;]
4. At comparable levels, the school system will strive for consistency in grading and reporting except when this consistency is inappropriate for certain classes or certain students;

5. When no grades are given but the student is evaluated in terms of progress, the school staff will also provide a realistic appraisal of the student's standing in relation to his/her peers;
6. The staff will take particular care to explain to parents the meaning of marks and symbols used to reflect student performance.

END OF POLICY

Legal Reference(s):

ORS 107.154

ORS 329.485

ORS 343.295

OAR 581-021-0022

OAR 581-022-1660

OAR 581-022-1670

Oregon School Boards Association Selected Sample Policy

Code: **IKA**
Adopted:

Grading and Reporting System**

The district's grading reporting system shall be based on Board-adopted course content and is designed to enable clearly show the student and parent to clearly know how well whether the student is achieving course requirements at the student's current grade level, or course content level; and shall be based on the student's progress toward becoming proficient in mastery of a continuum of academic knowledge and skills; and may be based on the student's progress in a continuum of knowledge and skills that are not academic and that may include student behaviors that are defined by the district. Absenteeism or misconduct shall not be the sole criterion for the reduction of a student's grades. Behavioral performance shall be reported separately.

[Letter grades will be used in the district.]

Grading will be conducted on a [nine-week] basis. The [nine-week] grade will be based on many factors, such as: basic assignments, both oral and written; class participation; special assignments; research; activities of various types and kinds; and special contributions.

At the beginning of the grading period students and parents will be informed regarding the basis of the grades and the methods to be used in determining them.

END OF POLICY

Legal Reference(s):

ORS 329.485

OAR 581-021-0022

OAR 581-022-1670

Oregon School Boards Association Selected Sample Policy

Code: **IKAB**
Adopted:

Uso

Student Progress Reports to Parents**

Parents ~~shall~~ may be [annually] informed of their student's progress ~~to meet or exceed grade level toward~~ achieving the academic content standards, including but not limited to:

1. Information on progress in each subject area ~~to meet or exceed the academic content standards of the student's current grade level or course content level~~, including major goals used to determine the information;
2. Specific evidence of student progress ~~on the~~ toward mastery of a continuum of academic knowledge and skills (academic content standards) of a subject area, upon request from a parent;
3. [Evidence of the student's progress in a continuum of knowledge and skills that are not academic and that may include student behaviors that are defined by the district;]
4. Student scores on all state and local assessments indicating any of the requirements that have been waived for the district or the individual and time periods for the waiver; and
5. Student progress toward completion of diploma requirements to parents of students in grades 9-12, including credits earned, demonstration of extended application and demonstration of the Essential Skills.

The school will report a student's progress to the student and to his/her parents. The report will be clear, concise and accurate, and will provide a basis of understanding among teachers, parents and students for the benefit of the individual student. [The Board directs the administration to develop progress report forms or cards in accordance with this policy.]

In an effort to promote effective communications with individuals with disabilities, the school will provide progress reports in an alternative format upon request and with appropriate advance notice.

Full consideration will be given to the requests of the person with a disability in the selection of appropriate auxiliary aids and services.

END OF POLICY

Legal Reference(s):

ORS 107.154

ORS 329.485

OAR 581-022-1670

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2011); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2011).

Protection of Pupil Rights, 20 U.S.C. § 1232h (2006); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2006).

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

Oregon School Boards Association Selected Sample Policy

Code: ING-AR
Revised/Reviewed:

Animals in District Facilities

Please provide the following information about the assistance service animal¹.

1. Parent/Staff and/or emergency contact information: _____

2. Type of assistance animal (breed, age, and history): _____

3. Insurance company insuring the assistance animal: _____
Attached proof of insurance: ☐ Received ☐ Not Received
Agent name and address: _____
Phone number: _____
4. Proof of current and proper vaccinations: ☐ Received ☐ Not Received
2. 5. Is the assistance service animal required due to a disability? ☐ Yes ☐ No
6. Is the student/staff able to independently care for the assistance animal's needs (i.e., bathroom, feeding, cleaning up messes, hygiene, etc.) ☐ Yes ☐ No
3. 7. Describe the nature of the work or task the assistance service animal is trained, or is being trained to do or perform to² meet the student's/staff's individual needs:

6/12/14 | RS

¹The American with Disabilities Act definition of "service animal" means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition. The law and its regulations also make an allowance for miniature horses.

²The district may request this information if the nature of the work or task the assistance animal is trained, or is being trained to do or perform, is not readily apparent.

Oregon School Boards Association Selected Sample Policy

Code: JBA/GBN
Adopted:

Sexual Harassment

Use

The Board is committed to the elimination of sexual harassment in district schools and activities. Sexual harassment is strictly prohibited and shall not be tolerated. This includes sexual harassment of students, or staff or third parties by other students, staff, Board members or third parties. "Third parties" include, but are not limited to, 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. "District" includes: district facilities; district premises and nondistrict property if the student or employee 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; or where the employee is engaged in district business. The prohibition also includes off duty conduct which is incompatible with district job responsibilities.

Sexual harassment of students and staff shall include, but is not limited to, unwelcome sexual advances, requests for sexual favors and other verbal, nonverbal or physical conduct of a sexual nature when:

1. The conduct or communication has the purpose or effect of demanding sexual favors in exchange for benefits;
2. Submission to or rejection of the conduct or communication is used as the basis for educational decisions affecting a student or employment or assignment of staff;
3. The conduct or communication is so severe, persistent or pervasive that it has the purpose or effect of unreasonably interfering with a student's educational performance or with an employee's ability to perform his/her job; or creates an intimidating, offensive or hostile educational or working environment. Relevant factors to be considered will include, but not be limited to, did the individual view the environment as hostile; was it reasonable to view the environment as hostile; the nature of the conduct; how often the conduct occurred and how long it continued; age and sex of the complainant; whether the alleged harasser was in a position of power over the student or staff member subjected to the harassment; number of individuals involved; age of the alleged harasser; where the harassment occurred; and other incidents of sexual harassment at the school involving the same or other students or staff.

Examples of sexual harassment may include, but not be limited to, physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials; sexual gestures or obscene jokes; touching oneself sexually or talking about one's sexuality in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.

All complaints about behavior that may violate this policy shall be promptly investigated. Any student or employee who has knowledge of conduct in violation of this policy or feels he/she is a victim of sexual harassment must immediately report his/her concerns to the principal, compliance officer or superintendent, who has overall responsibility for all investigations. A student may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official. The student and the student's parents or staff member who initiated the complaint shall be notified of the findings of the investigation and, if appropriate, that remedial action has been taken.

The initiation of a complaint in good faith about behavior that may violate this policy shall not adversely affect the educational assignments or study environment of a student complainant or any terms or conditions of employment or work environment of the staff complainant. There shall be no retaliation by the district against any person who, in good faith, reports, files a complaint or otherwise participates in an investigation or inquiry of sexual harassment.

It is the intent of the Board that appropriate corrective action will be taken by the district to stop the sexual harassment, prevent its recurrence and address negative consequences. Students in violation of this policy shall be subject to discipline up to and including expulsion and/or counseling or sexual harassment awareness training, as appropriate. The age and maturity of the student(s) involved and other relevant factors will be considered in determining appropriate action. Employees in violation of this policy shall be subject to discipline, up to and including dismissal and/or additional sexual harassment awareness training, as appropriate. Other individuals whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the superintendent or Board.

Additionally, the district may report individuals in violation of this policy to law enforcement officials. Licensed staff, staff registered with the Teacher Standards and Practices Commission (TSPC) and those participating in practicum programs, as specified by Oregon Administrative Rules, shall be reported to TSPC.

The superintendent shall ensure appropriate periodic sexual harassment awareness training or information is provided to all supervisors, staff and students and that annually, the name and position of district officials responsible for accepting and managing sexual harassment complaints, business phone numbers, addresses or other necessary contact information is readily available. This policy as well as the complaint procedure will be made available to all students, parents of students and staff [in student/parent and staff handbooks]. The district's policy shall be posted in all [grade 6 through 12] schools. Such posting shall be by a sign of at least 8 1/2" by 11".

The superintendent will establish a process of reporting incidents of sexual harassment.

END OF POLICY

Legal Reference(s):

ORS 243.706
ORS 342.700
ORS 342.704
ORS 342.708
ORS 342.850

ORS 342.865
ORS 659.850
ORS 659A.006
ORS 659A.029
ORS 659A.030

OAR 581-021-0038
OAR 584-020-0040
OAR 584-020-0041

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

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

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2006); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2006).

Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).

Gebser v. Lago Vista Indep. Sch. Dist., 524 U.S. 274 (1998).

Oregon School Boards Association Selected Sample Policy

Code: JFCEB
Adopted:

Uso

Personal Communication-Electronic Devices and Social Media** (Version 1) (Student may possess a personal electronic device)

Students may be allowed to use and possess personal ~~communication~~ electronic devices on district property and at district-sponsored activities provided such devices are not used in any manner that may disrupt the learning environment or district-sponsored activities, or violate Board policies, administrative regulations, school or classroom rules, state and federal law.¹

[As used in this policy, a “personal ~~communication~~ electronic device (PED)” is a device that ~~emits an audible signal, vibrates, displays a message or otherwise summons or delivers a communication to the possessor of the device.~~ This includes other digital devices such as but not limited to iPods is capable of electronically communicating, sending, receiving, storing, recording, reproducing and/or displaying information and data.]

If the district implements a curriculum that uses technology, students may be allowed to use their own personal electronic devices to access the curriculum. Students who are allowed to use their own devices to access the curriculum will be granted access to any application or electronic materials when they are available to students who do not use their own devices, or provided free of charge to students who do not use their own devices for curriculum.

Students may not access social media websites using district equipment, while on district property or at district-sponsored activities unless the ~~posting~~ access is approved by a district representative. ~~Social media websites are websites such as, but not limited to, Facebook, MySpace and Twitter.~~

The district will not be liable for personal ~~communications~~ electronic devices brought to district property and district-sponsored activities. The district will not be liable for information/ or comments posted by students on social media websites when the student is not engaged in district activities and not using district equipment.

The superintendent is directed to develop administrative regulations and/or approve school rules as necessary to ensure that student use of such devices is consistent with this policy. Administrative regulations may include grade- or age-level possession and/or use restrictions by students on district property and at district-sponsored activities, consequences for violations, a process for responding to a student's request to use a personal electronic device, including an appeal process if the request is denied, and such other provisions as the superintendent may deem necessary. The superintendent is responsible for ensuring that pertinent provisions of Board policies, administrative regulations and school rules governing personal ~~communications~~ electronic devices are included in staff handbooks and student/parent handbooks, reviewed annually and updated as necessary.

¹The taking, disseminating, transferring or sharing of obscene, pornographic or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (commonly called texting, sexting, emailing, etc.) may constitute a crime under state and/or federal law. Any person taking, disseminating, transferring or sharing obscene, pornographic or otherwise illegal images or photographs will be reported to law enforcement and/or other appropriate state or federal agencies.

END OF POLICY

Legal Reference(s):

ORS 332.107

ORS 336.840

Copyrights, 17 U.S.C. §§ 101- 1332; 19 C.F.R. Part 133 (2006).

R6/12/14 | PH

Oregon School Boards Association Selected Sample Policy

Code: JFCB

Adopted:

See below

Personal Communication Electronic Devices and Social Media** (Version 2)

(Student may possess a personal electronic device with certain restrictions)

Student possession or use of personal ~~communication~~ electronic devices on district property, in district facilities during the school day and while the student is in attendance at district-sponsored activities may be permitted subject to the limitations set forth in this policy and consistent with any additional school rules as may be established by the principal and approved by the superintendent.

[A "personal ~~communication~~ electronic device (PED)" is a device that ~~emits an audible signal, vibrates, displays a message or otherwise summons or delivers a communication to the possessor of the device.~~ These devices include, but are not limited to, walkie-talkies, either long or short range portable radios, portable scanning devices, cellular telephones and pagers, [other digital audio devices (iPods),] personal digital assistants (PDAs), laptop computers and similar devices with wireless capability is capable of electronically communicating, sending, receiving, storing, recording, reproducing and/or displaying information and data.

"Independent communication" means communication that does not require assistance or interpretation by an individual who is not part of the communication but that may require the use or assistance of an electronic device]

~~At no time will any device be allowed which provides for a wireless, unfiltered connection to the Internet.~~

~~Cellular telephones and pagers [and other digital audio devices]~~ Personal electronic devices shall be turned off during instructional or class time[, during passing times between classes] or at any other time where such use of the device would cause a disruption of school activities. ~~Cellular telephones~~ Devices which have the capability to take "photographs" or "moving pictures" record video or audio shall not be used for such purposes while on district property or while a student is engaged in district-sponsored activities, unless as expressly authorized in advance by the principal or designee. ~~Laptop eComputers, and PDAs tablets, iPads or similar devices brought to school will be restricted to classroom or instructional-related academic activities only and independent communications.~~

If the district implements a curriculum that uses technology, students may be allowed to use their own personal electronic devices to access the curriculum. Students who are allowed to use their own devices to access the curriculum will be granted access to any application or electronic materials when they are available to students who do not use their own devices, or provided free of charge to students who do not use their own devices, for curriculum.

A process for responding to a student's request to use a personal electronic device, including an appeal process if the request is denied, will be provided.

The district will not be liable for personal ~~communication~~ electronic devices brought to district property and district-sponsored activities.

Students may not access social media websites using district equipment, while on district property or at district-sponsored activities unless the posting access is approved by a district representative. The district will not be liable for information or comments posted by students on social media websites. Social media websites are websites such as, but not limited to, Facebook, MySpace and Twitter.

Exceptions to the prohibitions set forth in this policy may be made for health, safety or emergency reasons with prior principal or designee approval or when use is provided for in a student's individualized education program (IEP).

Students are subject to disciplinary action up to and including expulsion for using a personal communication electronic device in any manner that is academically dishonest, illegal or violates the terms of this policy¹. A referral to law enforcement officials may also be made. Personal communication electronic devices brought to district property or used in violation of this policy are subject to confiscation and will be released to the student's parent or property owner, as appropriate.

The superintendent shall ensure that the Board's policy and any subsequent school rules developed by building administrators are reviewed and approved in advance to ensure consistency with this policy and that pertinent provisions of policy and school rules are communicated to staff, students and parents through building handbooks and other means.

END OF POLICY

Legal Reference(s):

ORS 332.107

ORS 336.840

Copyrights, 17 U.S.C. §§ 101-1332; 19 C.F.R. Part 133 (2006).

R6/12/14 | PH

¹The taking, disseminating, transferring or sharing of obscene, pornographic or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (commonly called texting, sexting, emailing, etc.) may constitute a crime under state and/or federal law. Any person taking, disseminating, transferring or sharing obscene, pornographic or otherwise illegal images or photographs will be reported to law enforcement and/or other appropriate state or federal agencies.

Oregon School Boards Association Selected Sample Policy

Code: JFCEB
Adopted:

Personal ~~Communication~~ Electronic Devices and Social Media** (Version 3) (Student may not possess a personal electronic device)

Student possession or use of personal ~~communication~~ electronic devices and social media on district property, in district facilities during the school day and while the student is in attendance at district-sponsored activities is ~~generally~~ prohibited. Exceptions may be made with prior superintendent or designee approval for health, safety or emergency reasons or when use is provided for in a student's individualized education program (IEP). Students may not access social media websites using district equipment, while on district property or at district-sponsored activities unless the posting is approved by a district representative.

[A "personal ~~communication~~ electronic device (PED)" is a device that ~~emits an audible signal, vibrates, displays a message or otherwise summons or delivers a communication to the possessor of the device. These devices include, but are not limited to, walkie talkies, either long or short range portable radios, portable scanning devices, cellular telephones and pagers, [other digital audio devices (iPODs)], personal digital assistants (PDAs), laptop computers and similar devices with wireless capability is capable of electronically communicating, sending, receiving, storing, recording, reproducing and/or displaying information and data.]~~

~~Social media websites are websites such as, but not limited to, Facebook, MySpace and Twitter.~~

Devices attached to, or stored in a student vehicle parked on district property will be exempt from this policy, provided the device is not removed from the vehicle while on district property.

Students in violation of this policy will be subject to disciplinary action up to and including expulsion.¹ The superintendent shall ensure that the Board's policy is communicated to staff, students and parents through building handbooks and other such means. The district will not be liable for information/ or comments posted by students on social media websites when the student is not engaged in district activities and not using district equipment.

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 336.840

Copyrights, 17 U.S.C. §§ 101- 1332; 19 C.F.R. Part 133 (2006).

R6/12/14 | PH

¹The taking, disseminating, transferring or sharing of obscene, pornographic or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (commonly called texting, sexting, emailing, etc.) may constitute a crime under state and/or federal law. Any person taking, disseminating, transferring or sharing obscene, pornographic or otherwise illegal images or photographs will be reported to law enforcement and/or other appropriate state or federal agencies.

Oregon School Boards Association Selected Sample Policy

Code: JFCEB-AR
Revised/Reviewed:

Use

Personal Communication Electronic Devices and Social Media

Students may use and possess personal communication electronic devices on district grounds subject to the following:

1. Personal communication electronic devices shall not be used in a manner that disrupts the educational process, school programs or activities, or in a manner that violates law, Board policy, administrative regulation or school rules;¹
2. [Unless as authorized in advance by the [principal] or designee for health or safety reasons, or in the event of an emergency situation that involves imminent physical danger, devices shall be turned on and operated only before and after the regular school day. Personal communication electronic devices may be used during the student's lunch break. They may not be used at any time in the proximity of any class, school activity or event that may be in session or in progress during those times;]
3. ~~At no time will any personal communication device which allows for a wireless, unfiltered connection to the Internet be allowed to be used for such purposes while on district property or while the student is engaged in school-sponsored activities;~~
3. ~~Cell phones~~ Personal electronic devices which have the capability to take "photographs" or "moving pictures" record video or audio shall not be used for such purposes while on district property or at school district-sponsored events unless as expressly authorized in advance by the [principal] or designee;
4. The district shall not be responsible for loss, theft or damage to personal communication electronic devices brought to district property or school district-sponsored events;
5. ~~Personal communication devices must not be displayed in plain view during prohibited times of use;~~
5. Personal communication electronic devices such as Palm Pilots, personal digital assistants (PDAs) and laptop computers, may be used as electronic study aids during the school day if provided as a part of a student's individualized education plan (IEP), or if permission is received from the student's teacher;
6. The use of personal communication electronic devices in any way to send or receive messages, data or information that would pose a threat to academic integrity, contribute to or constitute academic dishonesty is strictly prohibited;

¹The taking, disseminating, transferring or sharing of obscene, pornographic or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (commonly called texting, sexting, emailing, etc.) may constitute a crime under state and/or federal law. Any person taking, disseminating, transferring or sharing obscene, pornographic or otherwise illegal images or photographs will be reported to law enforcement and/or other appropriate state or federal agencies.

7. The use of personal ~~communication~~ electronic devices in any manner that would violate the confidentiality or privacy rights of another individual is strictly prohibited;
8. Students shall comply with any additional school rules as established by the principal and classroom rules as approved by the principal concerning the appropriate use of personal ~~communication~~ electronic devices;
9. Personal ~~communication~~ electronic devices used in violation of law, Board policy, administrative regulation or approved school rules will be confiscated, turned in to the school office and returned to the student or parent following parent notification, conference, detention, suspension, expulsion and/or referral to law enforcement officials as appropriate;
10. Students may not access social media websites using district equipment, while on district property or at district-sponsored activities unless the ~~posting~~ access is approved by a district representative.

Oregon School Boards Association Selected Sample Policy

Code: JGAB
Adopted:

Use of Restraint and Seclusion

The Board is dedicated to the development and application of best practices within the district's public educational/behavioral programs. It is the intent of the Board to establish a policy that defines the circumstances that must exist and the requirements that must be met prior to, during and after the use of physical restraint and/or seclusion as an intervention with district students.

Definitions

1. "Physical restraint" means the restriction of a student's movement by one or more persons holding the student or applying physical pressure upon the student. "Physical restraint" does not include touching or holding a student without the use of force for the purpose of directing the student or assisting the student in completing a task or activity. The definition of "physical restraint" does not include the use of mechanical, chemical or prone restraint of a student as these methods are prohibited by Oregon law.
2. "Seclusion" means the involuntary confinement of a student alone in a room from which the student is physically prevented from leaving.

Seclusion does not include the removal of a student for a short period of time to provide the student with an opportunity to regain self-control, in a setting from which the student is not physically prevented from leaving.

3. "Serious bodily injury" means any significant impairment of the physical condition of a person, as determined by qualified medical personnel, whether self-inflicted or inflicted by someone else.
4. "Mechanical restraint" means a device used to restrict the movement of a student or the movement or normal function of a portion of the body of a student.

Mechanical restraint does not include:

- a. A protective or stabilizing device ordered by a licensed physician; or
 - b. A vehicle safety restraint when used as intended during the transport of a student in a moving vehicle.
5. "Chemical restraint" means a drug or medication that is used on a student to control behavior or restrict freedom of movement that has not been prescribed by a licensed health professional or other qualified health care professional acting under the professional's scope of practice.
 6. "Prone restraint" means a restraint in which a student is held face down on the floor.

The use of physical restraint and/or seclusion is only permitted as a part of a behavioral support plan when other less restrictive interventions would not be effective and the student's behavior poses a threat of imminent, serious physical harm to the student or others.

Except in the case of an emergency, only staff current in the required training in accordance with the district-designated physical restraint and seclusion training program will implement physical restraint or seclusion with a student. In an emergency, physical restraint and/or seclusion may also be used by a school administrator, teacher or other school employee [or volunteer] as necessary when the student's behavior imposes a reasonable threat of imminent, serious bodily injury to the student or to others. The use of physical restraint or seclusion under these circumstances is only allowed so long as the student's behavior poses a threat of imminent, serious physical harm to themselves or to others. Any student being restrained or secluded within the district whether in an emergency or as a part of a plan shall be constantly monitored by staff for the duration of the intervention. Any room used for seclusion of a student must allow staff full view of the student in all areas of the room and be free of potentially hazardous conditions such as unprotected light fixtures and electrical outlets meet the standards as outlined in OAR 581-021-0568.

The district shall utilize the [] training program of physical restraints and seclusion for use in the district. As required by state regulation, the selected program shall include: behavioral support, prevention, de-escalation and crisis response techniques. Any program selected by the district must be in compliance with state and federal law with respect to the use of restraint and/or seclusion.

An annual review of the use of physical restraint and seclusion during the preceding school year shall be completed and submitted to the Superintendent of Public Instruction to ensure compliance with district policies and procedures.

The results of the annual review shall be documented and shall include at a minimum:

7. The total number of incidents of physical restraint;
8. The total number of incidents of seclusion;
9. The total number of seclusions in a locked room;
10. The total number of students placed in physical restraint;
11. The total number of students placed in seclusion;
12. The total number of incidents that resulted in injuries or death to students or personnel as a result of the use of physical restraint or seclusion;
13. The total number of students placed in physical restraint and/or seclusion more than 10 times in a school year and an explanation of what steps have been taken by the district to decrease the use of physical restraint and seclusion for each student;
14. The total number of physical restraint and seclusion incidents carried out by untrained individuals;

15. The demographic characteristics of all students upon whom physical restraint and/or seclusion was imposed;
16. The total number of rooms available for use by the district for seclusion of a student and a description of the dimensions and design of the rooms.

This report shall be made available to the Board and to the public at the district's main office and on the district's website.

At least once each school year the public shall be notified as to how to access the report.

The district shall investigate all complaints regarding the use of restraint and/or seclusion practices according to the procedures outlined in Board policy KL and KL-AR - Public Complaints.

The superintendent shall develop administrative regulations to carry out the requirements set forth in this policy and to meet any additional requirements established by law related to the use, reporting and written documentation of the use of physical restraint or seclusion by district personnel.

END OF POLICY

Legal Reference(s):

ORS 161.205
ORS 339.250
ORS 339.288
ORS 339.291

OAR 581-021-0061
OAR 581-021-0550
OAR 581-021-0553
OAR 581-021-0556
OAR 581-021-0559

OAR 581-021-0563
OAR 581-021-0566
OAR 581-021-0568
OAR 581-021-0569
OAR 581-021-0570

Oregon School Boards Association Selected Sample Policy

Code: LBE-AR
Revised/Reviewed:

Public Charter Schools



1. Definitions

- a. "Applicant" means any person or group that develops and submits a written proposal for a public charter school to the district.
- b. "Public charter school" means an elementary or secondary school offering a comprehensive instructional program operating under a written agreement entered into between the district and an applicant.
- c. "Virtual Public Charter School" means a public charter school that provides online courses, but does not primarily serve students in a physical location.
 - (1) For the purpose of this definition, an "online course" is a course in which instruction and content are delivered on a computer using the internet, other electronic network or other technology such as CDs or DVDs; the student and teacher are in different physical locations for the majority of instructional time; the student is not required to be in a physical location of a school while participating in the course; and the online instruction is integral to the academic program of the charter school.
 - (2) For the purpose of this definition, "primarily serving students in a physical location" means that more than 50 percent of the core courses offered are not online courses; more than 50 percent of the total number of students attending the school are not receiving instructional services in an online course; and more than 50 percent of the school's required instructional hours are not through an online course.
- d. "Remote and necessary school district" means a school district that offers kindergarten through grade 12 and has: (a) an average daily membership (ADM), as defined in ORS 327.006, in the prior fiscal year of less than 110; and (b) a school that is located, by the nearest traveled road, more than 20 miles from the nearest school or from a city with a population of more than 5,000.
- e. "Sponsor" means the district Board.

2. Proposal Process

- a. The public charter school applicant shall submit the proposal to the district no later than 180 days prior to the proposed starting date [by the date determined by the district][insert district's identified date].¹

March 1st

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) - (x). 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) - (x), 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. Proposals that minimally address or leave out any of the required components are not complete and [may] [will] be returned to the applicant.
- 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 20 days. The Board may, with good cause, request an extension in the approval process timelines from the State Board of Education.

4. Terms of the Charter Agreement

- a. Upon Board approval of the proposal, the Board will become the sponsor of the public charter school. The district and the applicant must develop a written charter agreement, subject to Board approval, which shall act as the legal authorization for the establishment of the public charter school.
- b. The charter agreement shall be legally binding and must be in effect for a period of not more than five years but may be renewed by the district.
- c. The district and the public charter school may amend a charter agreement through joint agreement.
- d. It is the intent of the Board that the charter agreement be detailed and specific to protect the mutual interests of the public charter school and the district. The agreement shall incorporate the elements of the approved proposal and will address additional matters, statutes and rules not fully covered by law or the proposal that shall apply to the public charter school including, but not limited to, the following:
 - (1) [Sexual harassment (ORS 342.700, 342.704);]
 - (2) [Pregnant and parenting students (ORS 336.640);]
 - (3) [Special English classes for certain children (ORS 336.079);]
 - (4) [Student conduct (ORS 339.250);]
 - (5) [Alcohol and drug abuse program (ORS 336.222);]
 - (6) [Student records (ORS 326.565);]
 - (7) [Oregon Report Card (ORS 329.115);]
 - (8) [Recovery of costs associated with property damage (ORS 339.270);]
 - (9) [Use of school facilities (ORS 332.172);]
 - (10) Employment status of public charter school employees:

(a) Public charter school law requires the following:

- (i) Employee assignment to a public charter school shall be voluntary;
- (ii) A public charter school or the sponsor of the public charter school may be considered the employer of any employees of the public charter school;
- (iii) If the Board is not the sponsor of the public charter school, it shall not be the employer and shall not collectively bargain with the employees;
- (iv) A public charter school employee may be a member of a labor organization or organize with other employees to bargain collectively. The bargaining unit may be separate from other bargaining units of the district;
- (v) The public charter school governing body shall control the selection of employees at the public charter school;
- (vi) The Board shall grant a leave of absence to any employee who chooses to work in the public charter school. The length and terms of the leave of absence shall be set by collective bargaining agreement or by Board policy; however, the length of leave of absence may not be less than two years unless:
 - 1) The charter of the public school is terminated or the public charter school is dissolved or closed during the leave of absence; or
 - 2) The employee and the Board have mutually agreed to a different length of time.
- (vii) An employee of a public charter school operating within the district who is granted a leave of absence and returns to employment with the district shall retain seniority and benefits as an employee, pursuant to the terms of the leave of absence.

(b) The terms and conditions of employment addressed in the agreement may include, but not limited to, the following provisions:

- (i) A proposed plan for the placement of teachers and other school employees upon termination or nonrenewal of the charter;
- (ii) Arrangements for employees who choose not to be employed or participate in the public charter school, if a district school has been converted to a public charter school;
- (iii) [Salary for professional staff or wages for classified staff;]
- (iv) [Health benefits;]
- (v) [Leaves, including timing, commencement and duration of leave; voluntary and involuntary termination and return to work; whether the leave is paid or unpaid; and a description of benefits upon termination of leave (i.e., same, similar or available position and salary schedule placement);]
- (vi) [Work year;]
- (vii) [Working hours;]
- (viii) [Discipline and dismissal procedures;]
- (ix) [Arrangements to secure substitutes;]
- (x) [Arrangements to ensure that 50 percent of the total full-time equivalent teaching and administrative staff are licensed;]
- (xi) [Hiring practices;]
- (xii) [Evaluation procedures.]

(11) Student enrollment, application procedures and whether the public charter school will admit nonresident students and on what basis:

(a) Public charter school law requires the following:

(i) Student enrollment shall be voluntary. If the number of applicants exceeds the capacity, students shall be selected through a lottery process. [All resident applicants will have their names written on a uniform-sized card to be placed in a covered container. Names will be drawn individually until all available slots are filled. If slots remain after resident applicants are placed, the remaining slots may be filled by nonresident applicants using an identical process. The drawing shall be made in the presence of at least two employees of the public charter school and two employees of the district.] If the public charter school has been in operation one or more years, priority enrollment will be given to those students who:

- 1) Were enrolled in the public charter school the prior year;
- 2) Have siblings who are presently enrolled in the public charter school and who were enrolled the prior year;
- 3) 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.

(12) Transportation of students:

(a) Public charter school law requires the following:

(i) The public charter school shall be responsible for providing transportation for its students and may negotiate with the district for the provision of transportation services;

²[District should choose one of the options presented as "3)" above.]

- (ii) The district shall provide transportation for public charter school students pursuant to ORS 327.043. Resident public charter school students will be transported under the same conditions as students attending private or parochial schools located along or near established district bus routes. The district shall not be required to add or extend existing bus routes;
 - (iii) Public charter school students who reside outside the district may use existing bus routes and transportation services of the district in which the public charter school is located;
 - (iv) Any transportation costs incurred by the district shall be considered approved transportation costs.
- (13) The plan for performance bonding or insuring the public charter school sufficient to protect the district. Documentation shall be submitted prior to agreement approval.
 - (a) **[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.]
- c. 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) Public records law (ORS 192.410 to 192.505);
 - (3) Public meetings law (ORS 192.610 to 192.690);
 - (4) ORS Chapters 279A, 279B and 279C (Public Contracting Code);
 - (5) ORS 326.565, 326.575 and 326.580 (student records);
 - (6) Municipal audit law (ORS 297.405 to 297.555 and 297.990);
 - (7) Criminal records check (ORS 181.534, 326.603, 326.607, 342.223 and 342.232);
 - (8) Textbooks (ORS 337.150);
 - (9) ORS 339.119 (considerations for educational services);
 - (10) ORS 336.840 (use of personal electronic devices);
 - (11) Tuition and fees (ORS 339.141, 339.147 and 339.155);
 - (12) Discrimination (ORS 659.850, 659.855 and 659.860);
 - (13) Tort claims (ORS 30.260 to 30.300);
 - (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) The academic content standards and instruction (ORS 329.045);
- (19) Any statute or rule that establishes requirements for instructional time;
- (20) Prohibition of infliction of corporal punishment (ORS 339.250 (12));
- (21) Reporting of suspected abuse of a child and sexual conduct, and training on prevention and identification of abuse and sexual conduct (ORS 339.370, 339.372, 339.388 and 339.400);
- (22) Diploma, modified diploma, extended diploma and alternative certificate standards (ORS 329.451);
- (23) Statutes and rules that expressly apply to public charter schools;
- (24) Statutes and rules that apply to special government body ORS 174.117, or public body 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, 342.138 or 342.140.
- d. A board member of the school district in which the public charter school is located may not serve as a voting member of the public charter school's board, yet may serve in an advisory capacity.
- e. The public charter school shall participate in the PERS.
- f. The public charter school shall not violate the Establishment Clause of the First Amendment to the United States Constitution or Section 5, Article I of the Oregon Constitution, or be religion based.
- g. The public charter school shall maintain an active enrollment of at least 25 students, unless the public charter school is providing educational services under a cooperative agreement entered into for the purpose of forming a partnership to provide educational services.
- h. The public charter school may sue or be sued as a separate legal entity.
- i. The public charter school may enter into contracts and may lease facilities and services from the district, education service district, state institution of higher education, other governmental unit or any person or legal entity.
- j. The public charter school may not levy taxes or issue bonds under which the public incurs liability.
- k. The public charter school may receive and accept gifts, grants and donations from any source for expenditure to carry out the lawful functions of the school.
- l. The district shall offer a high school diploma, modified diploma, extended diploma, alternative certificate to any public charter school student located in the district who meets the district's and state's standards for a high school diploma, modified diploma, extended diploma, alternative certificate.
- m. A high school diploma, modified diploma, extended diploma, alternative certificate issued by a public charter school shall grant to the holder the same rights and privileges as a high school diploma, modified diploma, extended diploma, alternative certificate issued by a nonchartered public school.
- n. Upon application by the public charter school, the State Board of Education may grant a waiver of certain public charter school law provisions if the waiver promotes the development of programs by providers, enhances the equitable access by underserved families to the public education of their choice, extends the equitable access to public support by all students or

permits high quality programs of unusual cost. This waiver request must specify the reasons the public charter school is seeking the waiver and further requires the public charter school to notify the sponsor if a waiver is being considered.

6. Virtual Public Charter School Operation

- a. In addition to the other requirements for a public charter school, a virtual public charter school must have:
- (1) A plan for academic achievement that addresses how the school will improve student learning and meet academic content standards required by ORS 329.045;
 - (2) Performance criteria the school will use to measure the progress of the school in meeting the academic performance goals set by the school for its first five years of operation;
 - (3) A plan for implementing the proposed education program of the school by directly and significantly involving parents and guardians of students enrolled in the school and involving the professional employees of the school;
 - (4) A budget, business plan and governance plan for the operation of the school;
 - (5) An agreement that the school will operate using an interactive, Internet-based technology platform that monitors and tracks student progress and attendance in conjunction with performing other student assessment functions;
 - (6) An agreement to employ only licensed teachers who are highly qualified as described in the Federal No Child Left Behind Act of 2001;
 - (7) A plan that ensures:
 - (a) All superintendents, assistant superintendents and principals of the schools are licensed by the TSPC to administrate; and
 - (b) Teachers who are licensed to teach by the TSPC and who are highly qualified as described in the federal No Child Left Behind Act of 2001 teach at least 95 percent of the school's instructional hours.
 - (8) A plan for maintaining student records and school records, including financial records, at a designated central office of operations;
 - (9) A plan to provide equitable access to the education program of the school by ensuring that each student enrolled in the school:
 - (a) Has access to and use of a computer and printer equipment as needed;
 - (b) Is offered an Internet service cost reimbursement arrangement under which the school reimburses the parent or guardian of the student, at a rate set by the school, for the costs of obtaining Internet service at the minimum connection speed required to effectively access the education program provided by the school; or
 - (c) Has access to and use of computer and printer equipment and is offered Internet service cost reimbursement.
 - (10) A plan to provide access to a computer and printer equipment and the Internet service cost reimbursement as described in (8) above by students enrolled in the school who are from families that qualify as low-income under Title I of the federal Elementary and Secondary Education Act of 1965 (20 USC 6301 et seq);
 - (11) A plan to conduct school-sponsored optional educational events at least six times each school year at locations selected to provide convenient access to all students in the school who want to participate;

- (12) A plan to conduct biweekly meetings between teachers and students enrolled in the school, either in person or through the use of conference calls or other technology;
 - (13) A plan to provide opportunities for face-to-face meetings between teachers and students enrolled in the school at least six times each school year;
 - (14) A plan to provide written notice to both the sponsoring district and the district in which the student resides upon enrollment or withdrawal for a reason other than graduation from high school:
 - (a) If notice is provided due to enrollment, then the notice must include the student's name, age, address and school at which the student was formerly enrolled;
 - (b) If notice is provided due to withdrawal for a reason other than graduation from high school, then notice must include the student's name, age, address, reason for withdrawal (if applicable) and the name of the school in which the student intends to enroll (if known).
 - (15) An agreement to provide a student's education records to the student's resident school district or to the sponsor upon request of the resident school district or sponsor.
- b. The sponsor of a virtual public charter school or a member of the public may request access to any of the documents described in a. above.
 - c. If a virtual public charter school or the sponsor of a virtual public charter school contracts with a for-profit entity to provide educational services through the virtual public charter school, the for-profit entity may not be the employer of any employees of the virtual public charter school.
 - d. The following limitations apply:
 - (1) School board members of the virtual public charter school's sponsoring district may not be:
 - (a) An employee of the virtual public charter school;
 - (b) A member of the governing body of the virtual public charter school;
 - (c) An employee or other representative of any third-party entity with which the virtual public charter school has entered into a contract to provide educational services.
 - (2) Members of the governing body of the virtual public charter school may not be an employee of a third-party entity with which the virtual public charter school intends to enter or has entered into a contract to provide educational services;
 - (3) If a third-party entity contracts with a virtual public charter school to provide educational services to the school, then:
 - (a) No third-party entity's employee or governing board member may attend an executive session of the sponsoring district's school board;
 - (b) No virtual public charter school employee may promote the sale or benefits of private supplemental services or classes offered by the third-party entity;
 - (c) The educational services must be consistent with state standards and requirements;

- (d) The virtual public charter school must have on file the third-party entity's budget for the provision of educational services, including itemization of:
 - (i) The salaries of supervisory and management personnel and consultants who are providing educational or related services for a virtual public charter school in this state; and
 - (ii) The annual operating expenses and profit margin of the third-party entity for providing educational services to a virtual public charter school in this state.

7. Charter Agreement Review

- a. The public charter school shall report at least annually on the performance of the school and its students to the State Board of Education and the district.
- b. The Board or designee shall visit the public charter school at least annually to assure compliance with the terms and provisions of the charter.
- c. The public charter school shall be audited annually in accordance with the Municipal Audit Law. After the audit, the public charter school shall forward a copy of the audit to ODE and the following to the sponsoring district:
 - (1) A copy of the annual audit;
 - (2) Any statements from the public charter school that show the results of operations and transactions affecting the financial status of the charter school during the preceding annual audit period for the school; and
 - (3) Any balance sheet containing a summary of the assets and liabilities of the public charter school and related operating budget documents as of the closing date of the preceding annual audit period for the school.
- d. The sponsoring district may request at any time an acknowledgment from each member of the public charter school governing body that the member understands the standards of conduct and liabilities of a director of a nonprofit organization.
- e. [The public charter school shall submit to the Board quarterly financial statements that reflect the school's financial operations. The report shall include, but not be limited to, revenues, expenditures, loans and investments.]

8. Charter School Renewal

- a. The first renewal of a charter shall be for the same time period as the initial charter. Subsequent renewals of a charter shall be for a minimum of five years but may not exceed 10 years.
- b. The Board and the public charter school shall follow the timeline listed below, unless a different timeline has been agreed upon by the Board and the public charter school:
 - (1) The public charter school shall submit a written renewal request to the Board for consideration at least 180 days prior to the expiration of the charter;
 - (2) Within 45 days after receiving a written renewal request from a public charter school, the Board shall hold a public hearing regarding the renewal request;
 - (3) Within 30 days after the public hearing, the Board shall approve the charter renewal or state in writing the reasons for denying charter renewal;
 - (4) If the Board approves the charter renewal, the Board and the public charter school shall negotiate a new charter within 90 days unless the Board and the public charter school

- agree to an extension of the time period. Notwithstanding the time period specified in the charter, an expiring charter shall remain in effect until a new charter is negotiated;
- (5) If the Board does not renew the charter, the public charter school may address the reasons stated for denial of the renewal and any remedial measures suggested by the Board and submit a revised request for renewal to the Board;
 - (6) If the Board does not renew the charter based on the revised request for renewal or the parties do not negotiate a charter contract within the timeline established in this policy, the public charter school may appeal the Board's decision to the State Board of Education for a review of whether the Board used the process required by Oregon law in denying the charter renewal.
 - (a) If the State Board of Education finds that the Board used the appropriate process in denying the request for renewal, it shall affirm the decision of the Board. A public charter may seek judicial review of this order.
 - (b) If the State Board of Education finds that the Board did not use the appropriate process in denying the request for renewal, it shall order the Board to reconsider the request for renewal. If after reconsideration the Board does not renew the charter, the public charter school may seek judicial review of the Board's decision.
 - (7) The Board shall base the charter renewal decision on a good faith evaluation of whether the public charter school:
 - (a) Is in compliance with all applicable state and federal laws;
 - (b) Is in compliance with the charter of the public charter school;
 - (c) Is meeting or working toward meeting the student performance goals and agreements specified in the charter or any other written agreements between the Board and the public charter school;
 - (d) Is fiscally stable and used the sound financial management system described in the proposal submitted under ORS 338.045 and incorporated into the written charter agreement; and
 - (e) Is in compliance with any renewal criteria specified in the charter of the public charter school.
 - (8) The Board shall base the renewal evaluation described above primarily on a review of the public charter school's annual performance reports, annual audit of accounts and annual site visit and review and any other information mutually agreed upon by the public charter school and the Board;
 - (9) For purposes of this section, the phrase "good faith evaluation" means an evaluation of all criteria required by this section resulting in a conclusion that a reasonable person would come to who is informed of the law and the facts before that person.

9. Charter School Termination

- a. The public charter school may be terminated by the Board for any of the following reasons:
 - (1) Failure to meet the terms of an approved charter agreement or any requirement of ORS Chapter 338 unless waived by the State Board of Education;
 - (2) Failure to meet the requirements for student performance as outlined in the charter agreement;
 - (3) Failure to correct a violation of federal or state law;
 - (4) Failure to maintain insurance;
 - (5) Failure to maintain financial stability;
 - (6) On or after July 1, 2011: failed 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.

Budget Impact of Loans Related to the Building Renovation Program
(\$155,000 is Budgeted to Payments of Loans - Does not reflect energy savings)

Loan	Budget for Project	Funding Source	Loan Payment Period	Annual Actual and Estimated Loan Payments
Cool Schools I Phase I Energy Related Projects Implemented in the 2012-2014 School Years. Projects focused on replacing roofs and renovation of heating boiler units at both school sites	\$520,000	Cool Schools Loan from State at 3.5%	15 years	\$42,000
Cool Schools II Phase II Energy Saving Related Projects Implemented in the 2014-2015 School Year. Projects include installation of insulation and the removal of asbestos siding at LHS and removal of vinyl siding at Lundy, to be replaced with new siding and the painting of the both schools. Additionally, replacement of all windows at both LHS and Lundy Elementary and the renovation of the boiler unit serving the West Wing of the Lundy.	\$902,441.86	Cool Schools Loan for State at 3.5%	20 years	62,793.72
Government Capital Loan 1 Lundy Asbestos Tile (\$98,900) Lundy New Floor Covering Installed (\$168,000)	\$170,400	Government Capital at 3.61%	10 years	20,162
Government Capital 2 Loan (July, 2014) Remaining Balance for Floor Covering for Lundy AC units placed in PDC and the two school offices T-Bar Ceiling in Lundy Rooms 1-11 Contingency funding needed for Cools Schools II excesses – due to rot in walls and flooring and change order.	\$260,000	Government Capital estimated at 3.62%	10 years	31,200
	\$1,852,841.86			\$156,155.72

June 28, 2014

902,000.00 COOL SCHOOLS PHASE II LOAN

Payments

(25,530.00) Rodd Hansen 4/30/14
 (18,800.00) Rodd Hansen 6/4/14
 (5,426.70) Rodd Hansen 7/9/14
 (1,260.00) Paulsen 7/9/14
 (167,701.08) 2G Construction 7/21/14
 (5,800.00) Paulsen 8/5/14
 (1,500.00) Hansen 8/5/14
 (375,063.22) 2G Construction 9/3/14
 (46,300.00) Keystone 8/27/14

 254,619.00

PROJECTS

LHS & west wing asbestos removal
 Lundy west wing boiler renovation
 LHS & Lundy window and insulation upgrades

 Rodd Hansen Architect 8% project costs

 Rodd Hansen Architect credit for windows
 CO #1 Lundy window removal & replacement
 CO #2 Lundy lead containment and disposal
 CO #5R1 LHS & Lundy window tinting
 CO #7R1 Lundy tempered windows
 CO #8 Lundy interior window trim & infill
 Lundy wall credit
 LHS & Lundy building permit
 LHS & Lundy asbestos inspections/testing

CHANGE

ORDER

STATUS

CONTRACTOR

ORIGINAL CONTRACT AMOUNT

Approved	Keystone Contracting	46,300.00
Approved	Innovative Air	22,996.00
Approved	2G Construction	678,900.00
		<hr/>
		748,196.00
		59,855.68
		<hr/>
		808,051.68
		(5,000.00)
Approved	2G Construction	12,765.20
Approved	2G Construction	19,337.64
Approved	2G Construction	30,914.75
Approved	2G Construction	22,136.87
Approved	2G Construction	12,290.43
Estimated	2G Construction	(10,000.00)
Approved	City of Lowell	5,290.53
	Paulsen Environmental	11,400.00
		<hr/>

Cool Schools Phase II expenses	907,187.10
Government Capital expenses	511,100.28
Cool Schools Phase I expenses	522,260.10
	<hr/>
TOTAL RENOVATION:	1,940,547.48

CS & GC LOANS + REBATES: 1,868,160.10

IMPACT ON GENERAL FUND: (72,387.38)

170,400.00	GOVERNMENT CAPITAL LOAN I	CHANGE	ORIGINAL		
266,000.00	GOVERNMENT CAPITAL LOAN II	ORDER	CONTRACT		
7,500.00	LANE ELECTRIC REBATES	STATUS	CONTRACTOR		
443,900.00		EXPENSES	AMOUNT		
		Lundy asbestos tile removal	Approved	Keystone Contracting	98,900.00
	Payments	Lundy flooring replacement	Approved	Carpet Company	167,400.00
(2,560.00)	Rodd Hansen 4/30/14	Lundy & LHS resurface restroom floors	Approved	Bryan Matthews Co.	8,900.00
(4,000.00)	Rodd Hansen 6/4/14	CO #10 Lundy Cafeteria ramp roofed	Approved	2G Construction	27,636.38
(5,290.53)	City of Lowell 6/24/14				302,836.38
(2,500.00)	Rodd Hansen 7/9/14	Rodd Hansen Architect 8% project costs			24,226.91
		Rodd Hansen basketball supports structural engineering			2,499.09
(11,484.00)	James Heating 7/10/14				327,063.29
(2,515.75)	Alvin Riggs 7/23/14				
(11,585.00)	James Heating 7/30/14	West wing roof retainage	Approved	Evergreen Roofing	2,946.85
(11,300.00)	James Heating 7/30/14	CO #1 additional carpeted area	Approved	Carpet Company	1,989.00
(7,800.00)	Rodd Hansen 8/5/14	CO #2 vinyl in 2 gym hallways	Approved	Carpet Company	598.00
(6,667.36)	Rodd Hansen 8/27/14	CO #3 Lundy & LHS dry rot repair thru 6/25/14	Approved	2G Construction	13,572.93
(98,900.00)	Keystone 8/27/14	CO #4 remove & replace lap siding @ gym	Approved	2G Construction	3,413.35
(159,030.00)	Carpet Company 8/20/14	CO #6 Lundy dry rot (gym & cafeteria)	Approved	2G Construction	27,108.05
(8,900.00)	Bryan Matthews 9/3/14	CO #9 LHS flashing on high roofs	Approved	2G Construction	3,869.06
		CO #11 Lundy painting of interior exit doors/window trim	Estimated	2G Construction	4,700.00
(2,946.85)	Evergreen Roofing 8/20/14				
108,420.51		CO #12 Dry rot in Lundy gym & cafeteria [arch credit \$5,000]	Estimated	2G Construction	31,400.00
		CO #14 LHS fascia repair & painting by painter	Estimated	2G Construction	5,000.00
		CO #15 Electrical fixtures at LHS, Lundy Cafeteria & parking lots	Estimated	2G Construction	12,000.00
		LHS Roofs outside locker rooms	Estimated	2G Construction	6,000.00
		CO #13 Operable windows installed in north wing & shop	Estimated	Rodd Hansen	-
	[Donated \$8,000]	Announcer's Booth & retaining wall	Estimated	Mike Neet & volunteers	20,000.00
		AC units in LHS offices & PDC	Approved	James Heating	34,369.00
		Lundy gym exterior conduit	Approved	Alvin Riggs	2,515.75
		Paint breezeway/concession stand/railings	Approved	Paint the Town	-
	[Donated \$10,100]	LHS interior doors & jams	Approved	Paint the Town	4,650.00
		Lundy exterior handrails	Approved	Paint the Town	3,700.00
		West wing t-bar ceiling	Approved	Bridgeway/Lynn's Electric	6,205.00

TOTAL: 511,100.28
Attachment 8.2

Lowell School District #71
2014-15 General Fund Financial Summary
August 31, 2014

	Budget	Actual: Jul-Aug		Projected: Sep-Jun		Projected for Year	Over/(Under) Budget	
Resources								
State School Fund	2,855,000	648,505	22.8%	2,197,065	77.2%	2,845,570	(9,430)	-0.3%
Property Tax	871,400	-	0.0%	871,400	100.0%	871,400	-	0.0%
Miscellaneous/Local Revenues	40,000	1,211	3.0%	39,000	97.0%	40,211	211	0.5%
Common School Funds	28,000	-	0.0%	29,786	100.0%	29,786	1,786	6.4%
Rent	27,000	-	0.0%	27,000	100.0%	27,000	-	0.0%
Small High School Grant	14,000	-	0.0%	14,000	100.0%	14,000	-	0.0%
Indirect Fees on Grants	5,000	-	0.0%	5,000	100.0%	5,000	-	0.0%
County School Funds	4,000	-	0.0%	4,000	100.0%	4,000	-	0.0%
Interest	3,400	622	17.2%	3,000	82.8%	3,622	222	6.5%
Total Revenues	3,847,800	650,338	16.9%	3,190,251	83.1%	3,840,589	(7,211)	-0.2%
Beginning Fund Balance	245,000	385,000	100.0%	-	0.0%	385,000	140,000	57.1%
Total Resources	4,092,800	1,035,338	24.5%	3,190,251	75.5%	4,225,589	132,789	3.2%
Requirements								
Salaries	1,407,399	91,571	6.6%	1,296,656	93.4%	1,388,227	(19,172)	-1.4%
Benefits	980,030	60,855	6.3%	901,993	93.7%	962,848	(17,182)	-1.8%
Purchased Services	417,010	24,282	5.8%	392,835	94.2%	417,117	107	0.0%
Supplies and Materials	275,325	59,957	21.7%	215,710	78.3%	275,667	342	0.1%
Capital Outlay	10,000	-	-	10,000	100.0%	10,000	-	-
Other	70,560	66,231	87.8%	9,200	12.2%	75,431	4,871	6.9%
Charter School Payments	538,000	-	0.0%	537,893	100.0%	537,893	(107)	0.0%
Transfers	228,539	-	0.0%	228,539	100.0%	228,539	-	0.0%
Total Expenditures	3,926,863	302,896	7.8%	3,592,825	92.2%	3,895,721	(31,142)	-0.8%
Contingency/Carryover	165,937	-	0.0%	-	0.0%	329,868	163,931	98.8%
Total Requirements	4,092,800	302,896	7.2%	3,592,825	85.0%	4,225,589	132,789	3.2%

(1)

(1) Revenue that was received after the budget was prepared exceeded expectations. The May SSF estimate/reconciliation was \$79,000 more than anticipated. The year end payments from districts for the Lowell students in their charter schools was more than anticipated.

Instructional Day Analysis

(September 16, 2015)

Grade Level - School Starts at 8:00 am	Instructional Time	Recess – Non-instructional time	Instructional Time	Lunch – Non-instructional time	Instructional Time	Recess – Non-instructional time	Instructional Time	Total Daily Instructional Minutes
Kindergarten	8:00 - 10:00	10:00 – 10:15	10:15 – 11:30	11:30 -12:00	12:00 – 1:45	1:45 -2:00	2:00 – 2:45	
Instructional Minutes	120	0	75	0	105	0	45	345

Grade Level - School Starts at 8:00 am	Instructional Time	Recess – Non-instructional time	Instructional Time	Lunch – Non-instructional time	Instructional Time	Recess – Non-instructional time	Instructional Time	Total Daily Instructional Minutes
First – Third	8:00 - 10:00	10:00 – 10:15	10:15 – 11:30	11:30 -12:00	12:00 – 1:45	1:45 -2:00	2:00 – 2:45	
	120	0	75	0	105	0	45	345

Grade Level - School Starts at 8:00 am	Instructional Time	Recess – Non-instructional time	Instructional Time	Lunch – Non-instructional time	Instructional Time	Total Daily Instructional Minutes
Fourth - Sixth	8:00 - 10:00	10:00 – 10:15	10:15 – 11:50	11:50 -12:20	12:20 – 2:45	Total Daily Instructional Minutes
	120	0	95	0	145	360

Grade	Start Time	Periods/ Minutes Per Period	Length of Periods X 7 = Minutes per Day	Number of Direct Instruction Days 170 X 357 = Minutes Per Year	Number of Direct Instruction Minimum Days 5 X 204 Minutes Per Day =	State Minimum Number of Hours Per Year/ Number Direct Instruction Hours Per Year	Number of Teaching Hours Beyond the State Minimum/ Number of Instructional Days Beyond State Minimum
Seventh – Eighth	8:00	7/51	357	60690 min.	1020 min.	900/1028.5 hours	128.5 hours/ 21.59 days longer
Ninth – Twelfth	8:00	7/51	357	60690 min.	1020 min.	990/1028.5 hours	38.5 hours/6.47 days longer

Instructional Year Analysis

K – 6 Minimum Instructional Day is 195 minutes

Grade	Start Time	Length of Instructional Day	Number of Direct Instruction Days 167 X 345 = Minutes Per Year	Number of Direct Instruction Minimum Days 8 X 195 Minutes Per Day =	State Minimum Number of Hours Per Year/ Number Direct Instruction Hours Per Year	Number of Teaching Hours Beyond the State Minimum/ Number of Instructional Days Beyond State Minimum
Kindergarten	8:00	345	57,615	1560	405/986.25	588.75/101.09 days

Grade	Start Time	Length of Instructional Day	Number of Direct Instruction Days 167 X 345 = Minutes Per Year	Number of Direct Instruction Minimum Days 8 X 195 Minutes Per Day =	State Minimum Number of Hours Per Year/ Number Direct Instruction Hours Per Year	Number of Teaching Hours Beyond the State Minimum/ Number of Instructional Days Beyond State Minimum
First – Third	8:00	345	57,615	1560	810/986.25	176.25/30.66 days

Grade	Start Time	Length of Instructional Day	Number of Direct Instruction Days 167 X 360 = Minutes Per Year	Number of Direct Instruction Minimum Days 8 X 195 Minutes Per Day =	State Minimum Number of Hours Per Year/ Number Direct Instruction Hours Per Year	Number of Teaching Hours Beyond the State Minimum/ Number of Instructional Days Beyond State Minimum
Fourth – Sixth	8:00	360	60,120	1560	900/1028.00	128/21.34 days

Grade	Start Time	Periods/ Minutes Per Period	Length of Periods 51 min. X 7 periods = Minutes per Day	Number of Direct Instruction Days 167 X 357 = Minutes Per Year	Number of Direct Instruction Minimum Days 8 X 204 Minutes Per Day =	State Minimum Number of Hours Per Year/ Number Direct Instruction Hours Per Year	Number of Teaching Hours Beyond the State Minimum/ Number of Instructional Days Beyond State Minimum
Seventh – Eighth	8:00	7/51	357	59,619 min.	1632 min.	900/1020.85 hours	120.85 hours/20.31 days longer
Ninth – Twelfth	8:00	7/51	357	59,619 min.	1632 min.	990/1020.85 hours	30.85 hours/5.19 days longer

Educational Field Trips – 2013-2014

Elementary Field Trips

K-1 st	Wild Life Safari	Roseburg
2 nd	Cascade Raptor Center	Eugene
3-4 th	Fall Creek Park	Fall Creek
5 th	Fall Creek Park	Fall Creek
5-6 th	High Desert Museum	Bend Oregon
6 th	Willamette Fish Hatchery	Oakridge
6 th	Hills Creek Dam	Oakridge
K-6 th	Hult Center	Eugene

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Secondary Field Trips

7-8 th	Springfield High Choir	Springfield
7 th -12 th	Mt West Festival	Mckenzie
7 th -12 th	WellSpring School	Eugene
7 th -12 th	Lane ESD HI-Q	Eugene
9-12 th	Springfield High Choir	Springfield
9-12 th	Hult Center Choir	Eugene
12 th	Landfill	Eugene
12 th	McKnight Arena	Eugene
12 th	LBCC	Albany
12 th	Western Oregon University	Monmouth Or.
12 th	LBCC	Albany
12 th	LCC	Eugene

Alternative Education

West Fir	WildLife Safari	Roseburg
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Mountain View Academy

Instructional Year Analysis

School is in session for 145 direct instruction days

Grade	Start Time	Number of Direct Instruction Days 145 X 325 = Minutes Per Year	Additional Instructional Time Activities (e.g. Field Trips, Lake Training, Testing, Parent/Teacher Conferences, School Plays, 4-6 Instructional Time in place of recesses	State Minimum Number of Hours Per Year/ Number Direct Instruction Hours Per Year	Number of Teaching Hours Beyond the State Minimum/ Number of Instructional Days Beyond State Minimum
Kindergarten	8:15	47,125	4145.00	405/854.50	449.30/82.99 days
First – Third	8:15	47,125	4145.00	810/854.50	44.50/8.22 days
Fourth – Eighth	8:15	47,125	6880	900/900.09	.09/0

DIVISION 22 STANDARDS and INSTRUCTIONAL HOURS

The State Board of Education has established educational standards every district must implement. To qualify to receive state school funds, districts must comply with the regulations set forth in OAR Chapter 581, Division 22 (“Division 22 standards”). ORS 327.103; OAR 581-022-0102(46). Districts are required to report their compliance with Division 22 standards to the community and submit assurances of their compliance to the Department. OAR 581-022-1610.

Included in the Division 22 standards are two rules on instructional hours: OAR 581-022-1131, which governs the minimum hours per course, and OAR 581-022-1620, which governs the minimum instructional hours per year.

The Department recognizes that the rules governing minimum hours per year and minimum hours per credit are not perfectly aligned. The Department will undertake a process to review and revise OAR 581-022-1131 and OAR 581-022-1620 during the 2014-15 school year.

OAR 581-022-1131 – minimum instructional hours per course

OAR 581-022-1133 requires districts to offer students the option of earning each credit required for the diploma or modified diploma by successfully completing classroom or equivalent work in a course of at least 130 clock hours. In calculating the 130 hours, districts should count only classroom instructional time and equivalent work. Examples of equivalent work include supervised independent study, career-related learning experiences, and project based learning that is related to the specific course.

Districts may also offer the option of earning credit through proficiency under OAR 581-022-1131(4). However, even if the District chooses to offer credit pursuant to OAR 581-022-1131(4), the District must still offer courses of 130 clock hours as required by section OAR 581-022-1131(2).

OAR 581-022-1620 – minimum instructional hours per year

OAR 581-022-1620 requires districts to adopt and implement a District calendar and school schedule which provide its students the following minimum instructional hours:

- Grades 9-12 – 990 hours
- Grades 4-8 – 900 hours
- Grades 1-3 – 810 hours
- Grade K – 405 hours

The following **can be counted** as instructional time:

- Classroom instructional time
- School assemblies
- Student orientations

- Testing
- Parent-teacher conferences
- Field trips
- Outdoor school
- Work-study periods
- Up to 30 hours of staff development if approved by the local school board (see below)
- Other activities required of students as part of the student's academic program
- Study periods or advisory periods where student attendance is required and instructional assistance is provided

The following **cannot be counted** as instructional time:

- Study periods where student attendance is not required or no instructional assistance is provided
- Transportation to and from school
- Passing time between classes
- Noninstructional recess
- Lunch periods
- Student and staff activities related to the opening and closing of the school year
- Grade reporting
- Program planning
- Staff meetings
- Other classroom and building management activities

Snow Days and Facility Failures – When approved by the local school board, the total instructional hours can be reduced by up to 14 hours for emergency school closures due to adverse weather conditions and facility failures.

Professional Development, Pupil Transportation Schedules, and Other Local Program

Scheduling Arrangements – When approved by the local school board, total instructional hours can be reduced by up to a total of 30 hours to accommodate staff development activities, pupil transportation schedules, or other local program scheduling arrangements. This time cannot include student and staff activities related to the opening and closing of the school year, grade reporting, program planning, staff meetings, or other classroom and building management activities.

Seniors – When approved by the local school board, the instructional time requirement for twelfth-grade students may be reduced for an amount of time not to exceed 30 hours of instructional time. The Department recognizes that a reduction in instructional hours for seniors has consequences for the 130 hours per course requirement in OAR 581-022-1131. The Department will undertake a process to review and revise OAR 581-022-1131 and OAR 581-022-1620 during the 2014-15 school year.

WHAT IF A DISTRICT IS OUT OF COMPLIANCE?

If a district is found to be out of compliance with a Division 22 standard, the district must submit a plan, acceptable to the Deputy Superintendent of Public Instruction, for becoming compliant. ORS 327.103(3). The plan must be submitted to the Deputy Superintendent of Public Instruction within 90 days of the determination of deficiency. ORS 327.103(3). Upon approval of the plan, the district is categorized as a “conditionally standard school.” OAR 581-022-0102(15). The district then has until the beginning of the following school year to demonstrate compliance. ORS 327.103(2). Therefore, if a district were to identify a deficiency in Division 22 standards in the spring of 2014, the district must submit a plan for becoming compliant prior to the beginning of the 2014-15 school year. If more time is required, the Deputy Superintendent of Public Instruction may allow an extension of time, not to exceed 12 months, if the Deputy Superintendent determines that the deficiencies cannot be corrected or removed before the beginning of the next school year. ORS 327.103(3)(a).

If the district fails to show compliance by the beginning of the next school year or by the end of the granted extension, the Deputy Superintendent of Public Instruction may withhold state school funds. ORS 327.103(2).

If the district fails to submit a plan for achieving compliance, the district is categorized as “a nonstandard school” and the Deputy Superintendent of Public Instruction must withhold state school funds. ORS 327.103(4); OAR 581-022-0102(35).

WAIVERS

Districts may apply for a waiver from the Division 22 standards under OAR 581-022-1920. The State Board of Education may grant a waiver for up to one year. The State Board may renew a waiver each year upon request by a district.

To apply for a waiver, the district must submit a written request to the State Board Administrator or the Deputy Superintendent. The request must set forth the reasons for the waiver request and address the following points:

- What is the district’s plan for getting back into compliance by 2015-16?
- How does a waiver serve the best interests of students?
- Does the district have furlough days during which students are not receiving instruction?

Financial hardship does not constitute grounds for waiver of the Division 22 standards.

If the Deputy Superintendent determines that the request conforms with the intent of the standards, the Deputy Superintendent shall recommend the waiver to the State Board for approval. Waivers will be considered at regularly scheduled board meetings.

Daily Schedule			
	Begin	End	Elapsed Time
Instructional Time	8:15:00 AM	9:45:00 AM	1:30
Morning Recess	9:45:00 AM	10:00:00 AM	0:15
Instructional Time	10:00:00 AM	11:00:00 AM	1:00
Lunch	11:00:00 AM	11:20:00 AM	0:20
Recess	11:20:00 AM	11:40:00 AM	0:20
Instructional Time	11:40:00 AM	1:15:00 PM	1:35
K-3 Recess	1:15:00 PM	1:30:00 PM	0:15
Instructional Time	1:30:00 PM	2:50:00 PM	1:20
Total:			6:35
Instructional:			5:25

Additional Instructional Time						
Description	Quantity	Instructional Time	Subtotal	K	1-3	4-8
Monthly Field Trips	10.00	3:00:00	30:00:00	X	X	X
Lake Training	4	2:20:00	9:20:00			X
Testing	2	3:00:00	6:00:00	X	X	X
Conferences	2	1:00:00	2:00:00	X	X	X
Weeks	5	5:25:00	27:05:00	X	X	X
School Plays	2	2:00:00	4:00:00	X	X	X
place of afternoon recess	145	0:15:00	36:15:00			X
K Total:			69:05:00			
1-3 Total:			69:05:00			
4-8 Total:			114:40:00			

Holidays		
Description	School Days	Date(s)
Columbus Day	1	Monday 10/13/2014
Veterans Day	1	Tuesday 11/11/2014

School Days	
Month	M-R Days
9	17
10	18

Thanksgiving	1	Thursday 11/27/2014
Christmas Break	8	12/23/2014 - 1/1/2015
Martin Luther King	1	Monday 1/19/2015
Presidents Day	1	Monday 2/16/2015
Spring Break	4	3/23/2015 - 3/26/2015
Memorial Day	1	Monday 5/25/2015
Total:	18	

11	16
12	19
1	17
2	16
3	18
4	18
5	16
6	8
Months:	10
School Days:	163

State Requirements OAR 581-022-1620					
	Grade Range	Minimum Hours	Max Hours Per Day	MVA Hours	Hours Balance
Grades:	4-8	900:00:00	6.5	900:05:00	0:05:00
	1-3	810:00:00	6	854:30:00	44:30:00
	K	405:00:00	6	854:30:00	449:30:00
Calendar Days:	265				
Qualifying Activities			Nonqualifying Activities		
Instructional Time (class time)			school year		
School Assemblies			school year		
Student Orientations			Grade reporting		
Testing			Program planning		
Parent-Teacher Conferences			Staff meetings		
Other Instructionally related activities involving students directly			Other classroom and building management activities		
			Transportation to and from school		
			Passing time between classes		
			Noninstructional recess		
			Noninstructional lunch		

Name	Position	Length of Workday	Receive Health Benefits	General Fund %	Title %	REAP	Food Services %	Trans %	Tech.	Couns Grant	After School Program
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Personnel Breakdown

Name	Position	Length of Workday	Receive Health Benefits	General Fund %	Title %	REAP	Food Services %	Trans %	Tech.	Coun Grant	After School Program
Ben Selibi	Lead Custodian and Bus Driver	8	Yes	62% 300 min.			13% 60 min.	25% 120 min.			
Mark Kintzley <u>(Needs a Weekly Schedule to support the funding breakdown)</u>		1.5 Bus Driving (4 days each week) X 139 day = 208.50 Friday Trips 36 weeks X 8 hours = 288 hours --- 11 Holidays X 8 hours = 88 hours ... Total Scheduled Transportation Annual Hours = 584.5 hours Aide Time - 4 days each week at 6.0 hours X 139 = 834 hours ...Total Scheduled Work Hours = 1418.5	Yes			59%		41%			
Bob Kindle	Custodian	8/480 minutes	Yes	87% 420 min.				13% 60 min.			
Tony Nolan	Grounds man and Bus Driver	6.5 hours/390 minutes	Yes	82 % 270 min.				18% 60 min.			
Kim Owsley	EA	6.5 hours/390 min.	Yes	.	95/ 370 min		5%				

Name	Position	Length of Workday	Receive Health Benefits	General Fund %	Title %	REAP	Food Services %	Trans %	Tech.	Couns Grant	After School Program
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							(20 min per day)				
Karen Cardwell	Librarian - HS	4 hours/240 min.	No		92% 220 min.		8% 20 min.				
TBD	Lundy TBD Librarian	4.0/240 min.	No	92 220 min.			8% 20 min.				
TBD	Secretary	4.0/240 min.	No	92 220 min.			8% (20 min.)				
Susan	EA	5.25 (325 min)	No	86 280 min.			14% 45 min.				
Cindy	EA	7.50/450 min.	Yes	8 35 min.		75% 340 min	7% 30 min.				10% 45 min.
Kandi	Secretary II	8.0/480 min.	Yes	87.50 420 min.			12.5 60 min.				
Colette	Secretary	8.0/ 480 min.	Yes	93.75 450 min.			6.25 30 min.				
Nathan	Tech Director and Food Service Coordinator	8.0/480 min.	Yes	50% 240 min.			50 % 240 min.				
Billy Reid	Food Service Director	\$12,000 annual Contract	No				100%				
Abbey	Counselor	8.0/480 min.	Yes			40				60	
Glenda	K Teacher	8.0/480 min.	Yes		50						
Amber Hansen	SPED Teacher, SPED Admin and Asst. Princ.	8.0/480 min.	Yes								

Daily Schedule
By Program and Funding Source
Staff Member: Ben Selibi
8 hour/480 Minute Employee

Time	Program	% of Time	Minutes	Duties
6:00 – 8:00 am	Transportation	25	120	Drive School Bus
8:00 – 9:45	General Ed	16	75	Custodian
9:45 – 10:00	Food Service	3	15	Clean LHS Cafeteria
10:00 – 12:30	General Ed	31	150	Custodian
12:30 – 1:15	Food Service	9	45	Clean LHS Cafeteria
1:15 – 2:30	Custodian	16	75	Custodian
		100	480	

If this aforementioned schedule changes, a new schedule must be produced, signed and returned to the Business Office. The parties, whose signatures are below, certify that this schedule is correct.

Supervisor Signature

Employee Signature

Date: _____

Date: _____

Weekly Sign-off Schedule
By Program and Funding Source
Staff Member: Ben Selibi
8 hour/480 Minute Employee

(Please initial, within each time block, that the schedule was maintained. If a change took place, please note with a "C" and describe the change under the comments section below.)

Time	Program	% of Time	Minutes	Duties	Date	Date	Date	Date	Date
					9/1	9/2	9/3	9/4	9/5
					Holiday				
6:00 – 8:00 am	Transportation	25	120	Drive School Bus					
8:00 – 9:45	General Ed	16	75	Custodian					
9:45 – 10:00	Food Service	3	15	Clean LHS Cafeteria					
10:00 – 12:30	General Ed	31	150	Custodian					
12:30 – 1:15	Food Service	9	45	Clean LHS Cafeteria					
1:15 – 2:30	Custodian	16	75	Custodian					
		100	480						

Comments _____

Employee Signature _____

Date: _____

Lowell School District #71
2014-15 General Fund Financial Summary
August 31, 2014

	Budget	Actual: Jul-Aug		Projected: Sep-Jun		Projected for Year	Over/(Under) Budget	
Resources								
State School Fund	2,855,000	648,505	22.8%	2,197,065	77.2%	2,845,570	(9,430)	-0.3%
Property Tax	871,400	-	0.0%	871,400	100.0%	871,400	-	0.0%
Miscellaneous/Local Revenues	40,000	1,211	3.0%	39,000	97.0%	40,211	211	0.5%
Common School Funds	28,000	-	0.0%	29,786	100.0%	29,786	1,786	6.4%
Rent	27,000	-	0.0%	27,000	100.0%	27,000	-	0.0%
Small High School Grant	14,000	-	0.0%	14,000	100.0%	14,000	-	0.0%
Indirect Fees on Grants	5,000	-	0.0%	5,000	100.0%	5,000	-	0.0%
County School Funds	4,000	-	0.0%	4,000	100.0%	4,000	-	0.0%
Interest	3,400	622	17.2%	3,000	82.8%	3,622	222	6.5%
Total Revenues	3,847,800	650,338	16.9%	3,190,251	83.1%	3,840,589	(7,211)	-0.2%
Beginning Fund Balance	245,000	385,000	100.0%	-	0.0%	385,000	140,000	57.1%
Total Resources	4,092,800	1,035,338	24.5%	3,190,251	75.5%	4,225,589	132,789	3.2%
Requirements								
Salaries	1,407,399	91,571	6.6%	1,296,656	93.4%	1,388,227	(19,172)	-1.4%
Benefits	980,030	60,855	6.3%	901,993	93.7%	962,848	(17,182)	-1.8%
Purchased Services	417,010	24,282	5.8%	392,835	94.2%	417,117	107	0.0%
Supplies and Materials	275,325	59,957	21.7%	215,710	78.3%	275,667	342	0.1%
Capital Outlay	10,000	-	-	10,000	100.0%	10,000	-	-
Other	70,560	66,231	87.8%	9,200	12.2%	75,431	4,871	6.9%
Charter School Payments	538,000	-	0.0%	537,893	100.0%	537,893	(107)	0.0%
Transfers	228,539	-	0.0%	228,539	100.0%	228,539	-	0.0%
Total Expenditures	3,926,863	302,896	7.8%	3,592,825	92.2%	3,895,721	(31,142)	-0.8%
Contingency/Carryover	165,937	-	0.0%	-	0.0%	329,868	163,931	98.8%
Total Requirements	4,092,800	302,896	7.2%	3,592,825	85.0%	4,225,589	132,789	3.2%

(1)

(1) Revenue that was received after the budget was prepared exceeded expectations. The May SSF estimate/reconciliation was \$79,000 more than anticipated. The year end payments from districts for the Lowell students in their charter schools was more than anticipated.