

Lowell School District

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

Board of Director's Meeting

April 27, 2015

Professional Development Center

5:30 pm – Study Session

Immediately following the study session

- Executive Session

7:00 pm - Public Session

AGENDA

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

1.0 OPENING BUSINESS—Professional Development Center

1.1 Call to Order

1.2 Public Comment on Executive Session topics

2.0 STUDY SESSION—Professional Development Center

2.1 BLRB Architects—Referred by Dr. Hanline (Attachment)

3.0 EXECUTIVE SESSION—Superintendent's Office Conference Room

3.1 Pursuant to ORS 192.660(2)(i)

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

3.1.1 Discussion of Superintendent's Annual Objectives and Evaluation Process

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

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

3.3 Pursuant to ORS 192.660 (2)(f)

To consider records exempt by law from public inspection.

3.4 Return to Public Session

4.0 OPENING OF PUBLIC SESSION—Professional Development Center

4.1 Public Session Call to Order

4.2 Pledge of Allegiance

4.3 Attendance:

___Dennis McCallum, Chair

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

4.4 Approval of Agenda – April 27, 2015

Recommended Action: Approval of Agenda

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

5.0 **COMMUNITY/SCHOOL PRESENTATIONS**

5.1 TAG End of the Year Presentation—Presented by the TAG students and parent advisor, Ms. Woodhurst

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

6.0 **PUBLIC COMMENT**

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

7.0 **CONSENT AGENDA—consolidated motion**

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

7.1 Board Minutes from March 17, 2015 Board Meeting (Attachment)

7.2 Board Minutes from April 15, 2015 Board Meeting (Attachment)

7.3 Ratification of Employment (Attachment)

7.4 Check Register: 26778-26877 (Attachment)

7.5 2nd reading and approval of OSBA Policy Updates

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

8.0 **ACTION DISCUSSION**

8.1 Approve contracting BLRB Architects for Master Planning—Presented by Dr. Hanline

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

8.2 Approve the contract between Lowell School District and Jessica Pelroy regarding the preschool program—Presented by Dr. Hanline (Attachment)

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

8.3 Approve the contract between Lowell School District and Kay Graham—Presented by Dr. Hanline (Attachment)

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

8.4 Approve the contract between Lowell School District and LD Ellison—Presented by Dr. Hanline (Attachment)

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

8.5 Approve the Contract between Lowell School District and the LEA, including the early retirement agreements for Glenda Green and Trudy Glander—Presented by Dr. Hanline (Attachment)

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

8.6 Approve the contract between Lowell School District and the Department of the Army for a 25 year pump lease—Presented by Dr. Hanline (Attachment)

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

9.0 INFORMATION AND STUDY

9.1 Update on Renovation Projects—Presented by Dr. Hanline

9.2 Utility Report—Referred by Ms. McNamara (Attachment)

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

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

9.5 Student Body Representative Report—Presented by Ms. Owsley

9.6 Principals Report—Presented by Ms. Graham

9.7 Superintendent's Report—Presented by Dr. Hanline

9.8 Board Members' Report

10.0 ADJOURNMENT

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

Lowell School District
Educational Facility Planning and Community Outreach

	Lead Planner	Educational Planner	Support	Specialty
District Visioning	4		4	
Documentation & Reporting			4	
sub-total	4	0	8	0
Site Review of existing Facilities				
Existing reports and studies	2		2	
Fire & Life Safety	2		2	
Infrastrucutre - MEP	2		2	
Capacity Analysis	1			
Grade Configurations	1			
Demographics (PRC-PSU)				
Programs & Offerings	2		2	
Documentation & Reporting	2		4	
sub-total	12	0	12	0
District, Board and Community Enagement				
Community-wide engagement	2		2	
Staff, teachers and parents	2		2	
Community Resources (wrap around services)	2		2	
Framework for the Facilites Master Plan	2		2	
Documentation & Reporting	1		4	
sub-total	9	0	12	0
Exisitng Conditions and Needs				
Population and enrollment	2		2	
Cost Budget analysis	4		2	
Site and Building Concepts	4		8	
Impact on Teaching & Learning	2	2	1	
Renovation or New	2	2	2	
Renderings and illustrations	4	2	8	8
sub-total	18	6	23	8
Communications				
Questionnaire	4			
Calender	2		2	
Collateral materials	2			8
Survey Information collation & presentation	12			
Report Out				
Review and identify trends	2		4	
Review and discuss with facilities committee	2		2	
Report to Administration and School Board	2		2	
sub-total	62	12	56	24

(PRC - PSU) Population Research Center - PSU specialty consulting services

Total estimated hours	87	12	88	24
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Average Hourly Rate of \$100/hr	\$8,700	\$1,200	\$8,800	\$2,400
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\$21,100

Lowell School District

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

Board of Director's Meeting

March 17, 2015

Professional Development Center

8:30 am - Public Session

Minutes

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

1.0 OPENING BUSINESS—Professional Development Center

1.1 Call to Order

2.0 OPENING OF PUBLIC SESSION

2.1 Public Session Call to Order

2.2 Pledge of Allegiance

2.3 Attendance:

___ Dennis McCallum, Chair

___ Suzanne Kintzley, Vice-Chair

___ Mike Galvin

___ Leslie Brandt

___ Jim Chapman

___ Walt Hanline, Ed. D., Superintendent

AB Kay Graham, Principal

AB Marisa Owsley, Student Body Representative

___ Michelle Stephens, Assistant to the Superintendent

2.4 Approval of Agenda – March 17, 2015

Recommended Action: Approval of Agenda

MOTION: Jim Chapman 2nd: Leslie Brandt AYES: 4 NOES: 0 ABSTAIN: 0

*Dennis McCallum was not present for this vote, but arrived shortly after

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**

***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.*

5.1 Board Minutes from February 23, 2015 Board Meeting (Attachment)

5.2 Ratification of Employment (Attachment)

5.3 Check Register: 26673-26776 (Attachment)

5.4 Approve the job description for Business Office Manager (Attachment)

5.5 Approve the job description for Business Office Accountant (Attachment)

5.6 Approve the job description for Business Office Assistant (Attachment)

5.7 Approve the declaration of Van#2 1991 Dodge Caravan--Vin #2B4GK2531MR202393 as surplus

5.8 Approve the declaration of Van#3 2001 Chevrolet Astro Van--Vin #1GNDM19W718134309 as surplus

5.9 Approve the declaration of Van#4 1996 Chevrolet Astro Van--Vin #1GNDM19XWTB153309 as surplus

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

6.0 **ACTION DISCUSSION**

6.1 Approval of the Lowell High School Band Trip—Presented by Paul Burch

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

6.2 Approve Resolution 2014-15-6 for Lowell School District No. 71, Lane County, Oregon, authorizing the issuance and negotiated sale of a full faith and credit obligation in an aggregate principal amount not to exceed \$200,000; designating an authorized representative and special counsel; authorizing execution and delivery of a financing agreement; and related matters—Presented and recommended by Mr. McCallum

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

6.3 Approve the use of the Lowell-Fall Creek Education Foundation EIN number on the Lowell Scholarship bank account—Referred by Ms. Weathers

MOTION: Suzanne Kintzley 2nd: Jim Chapman AYES: 5 NOES: 0 ABSTAIN: 0

7.0 **INFORMATION AND STUDY**

7.1 OSBA policy update 1st readings—Presented by Dr. Hanline (Updates available at the meeting)

7.2 Mountain View Academy financial reports—Presented by Dr. Hanline (Attachment)

8.0 **ADJOURNMENT**

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Lowell School District

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

Board of Director's Meeting

April 15, 2015

Professional Development Center

Immediately following Lowell Budget Committee Meeting

AGENDA

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1.0 OPENING BUSINESS

1.1 Call to Order

1.2 Pledge of Allegiance

1.3 Attendance:

___ Dennis McCallum, Chair

___ Suzanne Kintzley, Vice-Chair

___ Mike Galvin

AB Leslie Brandt

___ Jim Chapman

___ Walt Hanline, Ed. D., Superintendent

___ Kay Graham, Principal

___ Marisa Owsley, Student Body Representative

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2.0 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.*

3.0 ACTION DISCUSSION

3.1 Accept the resignation of Board Member, Leslie Brandt—(Attachment)

MOTION: Suzanne Kintzley 2nd: Jim Chapman AYES: 4 NOES: 0 ABSTAIN: 0

3.2 Approve the appointment process to fill Position 2 of the Lowell School board for the remaining 2 year term—Presented by Dr. Hanline (Attachment)

MOTION: Mike Galvin 2nd: Jim Chapman AYES: 4 NOES: 0 ABSTAIN: 0

3.3 Approve the contract between Lowell School District and Johnie Matthews—Presented by Dr. Hanline (Attachment)

MOTION: Mike Galvin 2nd: Suzanne Kintzley AYES: 4 NOES: 0 ABSTAIN: 0

4.0 ADJOURNMENT

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7.3	Name	Site	Position	Action	Salary	Effective
7.3a	Mark Kintzley	Lowell SD; Lowell HS	Youth Transition Program	New Hire	Range 1; Step 1	July 1, 2015
7.3b	Tanya Byrne	Lowell SD	P/T van SPED monitor	Voluntary Resignation		March 13, 2015
7.3c	Marcie McMahon	Lowell SD	Lundy and Lowell HS Secretary 1	Voluntary Resignation		March 18, 2013
7.3d	Juanita Martin	Lowell SD	Bus Driver	Change from Bus Barn Secretary	Range 1; Step 5	June 15, 2015
7.3e	Herlinda Siegel	Lowell SD; Lundy Elem	Cafeteria Assistant	Change from .81 FTE to 1.0 FTE		February 9, 2015
7.3f	Johnie Matthews	Lowell SD	Assistant Principal	Change from Elem. Teacher	Contracted	July 1, 2015

Board Secretary Signature
Approved: April 27, 2015

SELECTION CRITERIA: transact.ck_date between '03/01/2015' and '03/31/2015'
ACCOUNTING PERIOD: 10/15

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	BUDGET CODE	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
A101	26778	03/04/15	1613 BRIDGEWAY HOUSE	1001250000320000	371	BARKER FEB TUITION	0.00	2,750.00
A101	26779	03/04/15	1032 CARQUEST AUTO PARTS	1002554000000000	410	VEHICLE PARTS	0.00	8.19
A101	26779	03/04/15	1032 CARQUEST AUTO PARTS	1002554000000000	410	VEHICLE PARTS	0.00	130.02
TOTAL CHECK							0.00	138.21
A101	26781	03/04/15	1070 JERRY BROWN COMPANY	1002554000000000	411	VEHICLE FUEL	0.00	1,683.54
A101	26782	03/04/15	1071 JERRY'S BUILDING MA	1002543000000000	410	GROUNDS MAINT.	0.00	39.95
A101	26782	03/04/15	1071 JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	44.91
A101	26782	03/04/15	1071 JERRY'S BUILDING MA	1001131000550000	410	WOODSHOP SUPPLIES	0.00	70.18
A101	26782	03/04/15	1071 JERRY'S BUILDING MA	1001131000550000	410	WOODSHOP SUPPLIES	0.00	30.75
A101	26782	03/04/15	1071 JERRY'S BUILDING MA	1001131000550000	410	WOODSHOP SUPPLIES	0.00	62.30
A101	26782	03/04/15	1071 JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	110.43
TOTAL CHECK							0.00	358.52
A101	26783	03/04/15	1302 JOHN BOYLE	1002120000000000	319	TEACHING ASST.	0.00	348.04
A101	26784	03/04/15	1345 JUANITA MARTIN	1002554000000000	640	3 VANS PLATES/REG.	0.00	313.50
A101	26786	03/04/15	2323 KENNETH DORSEY	1002554000000000	410	VEHICLE PARTS	0.00	19.30
A101	26786	03/04/15	2323 KENNETH DORSEY	1002554000000000	410	VEHICLE SUPPLIES	0.00	17.91
A101	26786	03/04/15	2323 KENNETH DORSEY	1002554000000000	410	FLOORMATS FOR VANS	0.00	65.64
TOTAL CHECK							0.00	102.85
A101	26787	03/04/15	1334 LANE COMMUNITY COLL	1002574000000000	355	PRINT 'THE BRIDGE'	0.00	268.80
A101	26788	03/04/15	1644 LANE ELECTRIC COOPE	1002542000000000	325	ELECTRICITY	0.00	3,108.15
A101	26788	03/04/15	1644 LANE ELECTRIC COOPE	1002554000000000	325	ELECTRICITY	0.00	458.10
TOTAL CHECK							0.00	3,566.25
A101	26789	03/04/15	1497 LOWELL SCHOOL DISTR	100	R1990	TSF TO STUDENT BODY	0.00	18.00
A101	26789	03/04/15	1497 LOWELL SCHOOL DISTR	100	R1990	TSF TO STUDENT BODY	0.00	7.50
TOTAL CHECK							0.00	25.50
A101	26790	03/04/15	2455 NORM'S IRRIGATION	1002543000000000	410	GROUNDS MAINT.	0.00	75.00
A101	26791	03/04/15	2279 OFFICEMAX	1002410000000000	410	10 REAMS OF PAPER	0.00	1,019.60
A101	26791	03/04/15	2279 OFFICEMAX	1002410000000000	410	OFFICE SUPPLIES	0.00	146.07
TOTAL CHECK							0.00	1,165.67
A101	26794	03/04/15	1222 PLATT ELECTRIC SUPP	1002542000000000	410	BLDG MAINTENANCE	0.00	26.07
A101	26795	03/04/15	2015 RANDY DOAN	1002542000000000	410	BLDG MAINTENANCE	0.00	13.00
A101	26796	03/04/15	1482 SCHETKY NORTHWEST S	1002554000000000	410	VEHICLE SUPPLIES	0.00	163.66
A101	26800	03/09/15	1002 AFLAC	100	L472.125	DED:8017 AFLAC DSBL	0.00	23.40
A101	26800	03/09/15	1002 AFLAC	100	L472.125	DED:8010 AFLAC ACN	0.00	65.39
A101	26800	03/09/15	1002 AFLAC	100	L472.125	DED:8108 AFLAC CNCR	0.00	93.91
A101	26800	03/09/15	1002 AFLAC	100	L472.125	DED:8106 AFLAC P/A	0.00	144.98
A101	26800	03/09/15	1002 AFLAC	100	L472.125	DED:8011 AFLAC STD	0.00	42.43

SUNGARD PENTAMATION
DATE: 04/07/2015
TIME: 14:19:43

LOWELL SCHOOL DISTRICT #71
CHECK REGISTER - BY FUND

PAGE NUMBER: 2
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '03/01/2015' and '03/31/2015'
ACCOUNTING PERIOD: 10/15

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	BUDGET CODE	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
							0.00	370.11
TOTAL CHECK								
A101	26801	03/09/15	1701	AMERICAN FIDELITY A 100	L472.738	DED:7308 A.F. LIFE	0.00	210.50
A101	26801	03/09/15	1701	AMERICAN FIDELITY A 100	L472.734	DED:7304 125 ACIDNT	0.00	41.90
A101	26801	03/09/15	1701	AMERICAN FIDELITY A 100	L472.731	DED:7309 A/F CANCER	0.00	53.90
A101	26801	03/09/15	1701	AMERICAN FIDELITY A 100	L472.731	DED:7299 CANCER A/T	0.00	6.00
A101	26801	03/09/15	1701	AMERICAN FIDELITY A 100	L472.730	DED:7300 A/F-DSBLTY	0.00	154.08
A101	26801	03/09/15	1701	AMERICAN FIDELITY A 100	L472.731	DED:7301 A/F-CANCER	0.00	118.70
A101	26801	03/09/15	1701	AMERICAN FIDELITY A 100	L472.734	DED:7310 A/F ACCIDE	0.00	33.40
							0.00	618.48
A101	26802	03/09/15	1795	AMERICAN FIDELITY A 100	L472.076	DED:7111 TSA AM/FID	0.00	582.08
A101	26802	03/09/15	1795	AMERICAN FIDELITY A 100	L472.076	DED:7110 TSA-AM.FID	0.00	2,400.00
							0.00	2,982.08
TOTAL CHECK								
A101	26803	03/09/15	1710	AMERICAN FIDELITY A 100	L472.732	DED:7302 UNREMB MED	0.00	308.66
A101	26803	03/09/15	1710	AMERICAN FIDELITY A 100	L472.336	DED:7306 CHILDCARE	0.00	416.66
							0.00	725.32
TOTAL CHECK								
A101	26804	03/09/15	2321	AMERICAN FIDELITY H 100	L472.735	DED:7298 AM/FID HSA	0.00	1,679.90
A101	26805	03/09/15	1050	LOWELL EDUCATION AS 100	L472.016	DED:8201 LEA	0.00	450.00
A101	26806	03/09/15	1063	LOWELL S.D. SCHOLAR 100	L472.420	DED:8103 L. SCHOLAR	0.00	48.00
A101	26807	03/09/15	1206	OREGON DEPARTMENT O 100	L472.099	DED:0099 OR.DEPT.RV	0.00	564.28
A101	26808	03/09/15	1051	OREGON EDUCATION AS 100	L472.012	DED:8200 OEA	0.00	1,241.67
A101	26809	03/09/15	1052	OREGON SCHOOL EMPLO 100	L472.013	DED:8202 OSEA	0.00	586.33
A101	26810	03/09/15	1939	OSEA CHAPTER 118 100	L472.118	DED:8118 OSEA 118	0.00	11.00
A101	26811	03/09/15	2183	LEGAL SHIELD 100	L472.740	DED:7350 PP LEGAL	0.00	93.65
A101	26812	03/09/15	2342	TEXAS LIFE 100	L472.736	DED:7607 TEXAS LIFE	0.00	130.87
A101	26812	03/09/15	2342	TEXAS LIFE 100	L472.736	DED:7606 TEXAS LIFE	0.00	48.00
							0.00	178.87
TOTAL CHECK								
A101	26815	03/11/15	1230	CENTURY LINK 100254200000000000 351	MAR TELEPHONE SVC	0.00	313.93	
A101	26816	03/11/15	1032	CARQUEST AUTO PARTS 100255400000000000 410	VEHICLE PARTS	0.00	634.89	
A101	26816	03/11/15	1032	CARQUEST AUTO PARTS 100255400000000000 410	RETURN BATT. CORES	0.00	-71.00	
							0.00	563.89
TOTAL CHECK								
A101	26817	03/11/15	2146	CASCADE HEALTH SOLU 100255200000000000 640	DRIVER'S TEST	0.00	109.00	
A101	26818	03/11/15	2329	CDW GOVERNMENT 1001131000050000 480	HP PRINTER	0.00	286.54	
A101	26818	03/11/15	2329	CDW GOVERNMENT 100111100000000000 480	HP PRINTER	0.00	286.54	
							0.00	573.08
TOTAL CHECK								
A101	26819	03/11/15	1040	CITY OF LOWELL 100254200000000000 327	FEB WATER/SEWER	0.00	657.31	

SUNGARD PENTAMATION
DATE: 04/07/2015
TIME: 14:19:43

LOWELL SCHOOL DISTRICT #71
CHECK REGISTER - BY FUND

PAGE NUMBER: 3
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '03/01/2015' and '03/31/2015'
ACCOUNTING PERIOD: 10/15

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	BUDGET CODE	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
A101	26819	03/11/15	1040 CITY OF LOWELL	1002554000000000	327	FEB WATER/SEWER	0.00	80.95
TOTAL CHECK							0.00	738.26
A101	26821	03/11/15	2458 EUGENE POWER TOOL R	1001131000550000	322	WOODSHOP TOOL REPAI	0.00	28.20
A101	26821	03/11/15	2458 EUGENE POWER TOOL R	1001131000550000	322	WOODSHOP TOOL REPAI	0.00	60.40
A101	26821	03/11/15	2458 EUGENE POWER TOOL R	1001131000550000	322	WOODSHOP TOOL REPAI	0.00	58.75
A101	26821	03/11/15	2458 EUGENE POWER TOOL R	1001131000550000	322	WOODSHOP TOOL REPAI	0.00	32.60
TOTAL CHECK							0.00	179.95
A101	26822	03/11/15	1066 HUNGERFORD LAW FIRM	1002310000000000	382	FEB LEGAL SVCS	0.00	58.75
A101	26822	03/11/15	1066 HUNGERFORD LAW FIRM	1002525000000000	640	FEB LEGAL SVCS	0.00	646.25
TOTAL CHECK							0.00	705.00
A101	26824	03/11/15	1884 JASPER MOUNTAIN	1001281000320000	371	INSTRUCTION SVCS JA	0.00	4,851.00
A101	26825	03/11/15	1070 JERRY BROWN COMPANY	1002554000000000	411	VEHICLE FUEL	0.00	1,192.08
A101	26826	03/11/15	1071 JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	30.03
A101	26826	03/11/15	1071 JERRY'S BUILDING MA	1002542000000000	410	PIPE RETURNED	0.00	-11.56
A101	26826	03/11/15	1071 JERRY'S BUILDING MA	1002554000000000	410	TRANSP. SUPPLIES	0.00	8.07
A101	26826	03/11/15	1071 JERRY'S BUILDING MA	1002543000000000	410	GROUNDS MAINT.	0.00	165.29
TOTAL CHECK							0.00	191.83
A101	26827	03/11/15	2312 LANE COUNTY SCHOOL	1002554000000000	322	VEH #3 INSPECTION	0.00	977.88
A101	26828	03/11/15	1497 LOWELL SCHOOL DISTR	100	R1990	TSFR TO SB-MUSIC	0.00	90.00
A101	26828	03/11/15	1497 LOWELL SCHOOL DISTR	100	R1990	TSFR TO SB-FUNDRAIS	0.00	44.00
A101	26828	03/11/15	1497 LOWELL SCHOOL DISTR	100	R1990	TSFR TO SB-WRESTLIN	0.00	91.00
TOTAL CHECK							0.00	225.00
A101	26830	03/11/15	1205 OREGON DEPT OF ED/P	1002321000000000	640	CRIMINAL HIST. CHEC	0.00	5.00
A101	26831	03/11/15	1211 OSBA	1002520000000000	340	LABOR CONF-MCNAMARA	0.00	135.00
A101	26831	03/11/15	1211 OSBA	1002310000000000	640	MAR POLICY PLUS FEE	0.00	50.00
TOTAL CHECK							0.00	185.00
A101	26832	03/11/15	1847 PACE	1002552000000000	651	INSURE 3 VANS	0.00	528.00
A101	26833	03/11/15	2126 PACIFIC OFFICE AUTO	1002574000000000	355	ELEM COPIES	0.00	95.78
A101	26833	03/11/15	2126 PACIFIC OFFICE AUTO	1002574000000000	355	HS COPIES	0.00	127.89
TOTAL CHECK							0.00	223.67
A101	26834	03/11/15	2459 PROGRASS	1002543000000000	322	LAWN TREATMENT	0.00	127.00
A101	26836	03/11/15	2167 SANIPAC	1002542000000000	328	LHS FEB GARBAGE	0.00	220.70
A101	26836	03/11/15	2167 SANIPAC	1002542000000000	328	ELEM FEB GARBAGE	0.00	259.30
TOTAL CHECK							0.00	480.00
A101	26837	03/11/15	1239 SECURITY ALARM CORP	1002542000000000	329	LHS ALARM SVC	0.00	60.75
A101	26837	03/11/15	1239 SECURITY ALARM CORP	1002542000000000	329	ELEM ALARM SVC	0.00	49.75
TOTAL CHECK							0.00	110.50

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	BUDGET CODE	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
A101	26840	03/11/15 1992	WELLSPRINGS FRIENDS	1001281000320000	371	LANDIN FEB TUITION	0.00	884.45
A101	26840	03/11/15 1992	WELLSPRINGS FRIENDS	1001281000320000	371	LANDIN JAN TUITION	0.00	837.90
TOTAL CHECK							0.00	1,722.35
A101	26841	03/11/15 1623	WILLAMETTE ESD	1002321000000000	470	MAR PENTAMATION SVC	0.00	518.44
A101	26842	03/12/15 1225	POSTMASTER	1002574000000000	353	LEGISLATOR MAILER	0.00	242.65
A101	26843	03/18/15 2149	CENTURY LINK-LONG D	1002542000000000	351	LONG DIST. PHONE SV	0.00	12.75
A101	26845	03/18/15 1283	BUREAU OF RECLAMATI	1002543000000000	327	2015 IRRIGATION BIL	0.00	126.72
A101	26846	03/18/15 2451	CARD SERVICE CENTER	1002574000000000	353	POSTAGE METER REFIL	0.00	300.00
A101	26846	03/18/15 2451	CARD SERVICE CENTER	1001111000000000	480	LUNDY PA SYSTEM	0.00	214.99
A101	26846	03/18/15 2451	CARD SERVICE CENTER	1002520000000000	340	MCNAMARA TRAVEL	0.00	252.53
A101	26846	03/18/15 2451	CARD SERVICE CENTER	1002520000000000	410	MCNAMARA DESK	0.00	466.85
A101	26846	03/18/15 2451	CARD SERVICE CENTER	1002554000000000	410	BUS BARN PROPANE	0.00	53.80
A101	26846	03/18/15 2451	CARD SERVICE CENTER	1002542000000000	410	BLDG MAINTENANCE	0.00	23.98
A101	26846	03/18/15 2451	CARD SERVICE CENTER	1002321000000000	340	HANLINE TRAVEL	0.00	240.05
TOTAL CHECK							0.00	1,552.20
A101	26847	03/18/15 1032	CARQUEST AUTO PARTS	1002554000000000	410	BUS BACKUP ALARM	0.00	49.99
A101	26848	03/18/15 2186	DE LAGE LANDEN PUBL	1002574000000000	355	COPIER SERVICE	0.00	710.53
A101	26849	03/18/15 1884	JASPER MOUNTAIN	1001281000320000	371	FEB. INSTRUCT. SVCS	0.00	4,662.00
A101	26850	03/18/15 1070	JERRY BROWN COMPANY	1002554000000000	411	VEHICLE FUEL	0.00	1,959.03
A101	26850	03/18/15 1070	JERRY BROWN COMPANY	1002542000000000	326	SHOP BLDG FUEL	0.00	274.94
TOTAL CHECK							0.00	2,233.97
A101	26851	03/18/15 1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	128.52
A101	26851	03/18/15 1071	JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	31.96
A101	26851	03/18/15 1071	JERRY'S BUILDING MA	1002542000000000	410	WOODSHOP SUPPLIES	0.00	55.53
TOTAL CHECK							0.00	216.01
A101	26852	03/18/15 1074	JOHNSTONE SUPPLY	1002542000000000	410	BLDG MAINTENANCE	0.00	116.14
A101	26855	03/18/15 1087	LANE EDUCATION SERV	1002410000000000	640	TRUANCY CONFERENCES	0.00	146.58
A101	26856	03/18/15 1792	MAUREEN WEATHERS	1002321000000000	410	DOCUMENT POSTAGE	0.00	31.81
A101	26857	03/18/15 1752	OFFICE DEPOT	1002321000000000	460	OFFICE SUPPLIES	0.00	23.98
A101	26858	03/18/15 1205	OREGON DEPT OF ED/P	1002321000000000	640	CRIMINAL HIST. CHEC	0.00	5.00
A101	26859	03/18/15 1220	PITNEY BOWES	1002410000000000	353	POSTAGE METER RENTA	0.00	72.33
A101	26860	03/18/15 2460	R.L. SCHMITT ENTERP	1002542000000000	410	BLDG MAINTENANCE	0.00	185.00
A101	26862	03/18/15 1997	TONI TAYLOR	1002240000000000	340	TAYLOR CONF TRAVEL	0.00	196.65

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	26864	03/18/15	1166 VERIZON	1002554000000000	351	BUS CELL PHONES	0.00	26.72
A101	26864	03/18/15	1166 VERIZON	1002554000000000	351	REFUND	0.00	-20.76
A101	26864	03/18/15	1166 VERIZON	1002554000000000	351	BUS CELL PHONE	0.00	7.68
A101	26864	03/18/15	1166 VERIZON	1002542000000000	351	CELL PHONE SVCS	0.00	139.14
TOTAL CHECK							0.00	152.78
A101	26865	03/25/15	2403 BRIAN BEARD	1001131000550000	410	WOODSHOP PARTS	0.00	30.89
A101	26866	03/25/15	2160 BUDGET BLINDS OF EU	1002542000000000	410	N. WING BLINDS	0.00	1,935.00
A101	26867	03/25/15	1071 JERRY'S BUILDING MA	1002542000000000	410	RETURN CREDIT	0.00	-21.99
A101	26867	03/25/15	1071 JERRY'S BUILDING MA	1002542000000000	410	BLDG MAINTENANCE	0.00	42.05
TOTAL CHECK							0.00	20.06
A101	26868	03/25/15	2310 KAY GRAHAM	1002410000000000	410	STAFF MTG FOOD	0.00	227.89
A101	26869	03/25/15	2324 L D ELLISON	1002554000000000	410	BOOSTER SEATS	0.00	38.94
A101	26871	03/25/15	2279 OFFICEMAX	1002410000000000	410	OFFICE SUPPLIES	0.00	133.68
A101	26872	03/25/15	1194 OREGON DEPARTMENT O	1002520000000000	640	FISCAL FEE	0.00	96.57
A101	26873	03/25/15	1222 PLATT ELECTRIC SUPP	1002542000000000	410	BLDG MAINTENANCE	0.00	81.39
A101	26874	03/25/15	2459 PROGRASS	1002543000000000	322	LAWN TREATMENT	0.00	127.00
A101	26875	03/25/15	2370 SHERWIN-WILLIAMS	1002542000000000	410	PAINT	0.00	332.40
A101	26878	03/27/15	1225 POSTMASTER	1002574000000000	353	'THE BRIDGE' POSTAG	0.00	180.65
A101	26879	03/30/15	2398 MOUNTAIN VIEW ACADE	1001288000000000	360	MVA MAR 2015 SSF PM	0.00	41,228.00
TOTAL CASH ACCOUNT							0.00	90,238.72
TOTAL FUND							0.00	90,238.72

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FUND - 208 - GEAR UP

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	26846	03/18/15	2451	CARD SERVICE CENTER	2082120000000000 310	LINK CREW TRAINING	0.00	2,770.00
TOTAL CASH ACCOUNT							0.00	2,770.00
TOTAL FUND							0.00	2,770.00

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FUND - 250 - REAP 13-14

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	26835	03/11/15	1912 READ NATURALLY	2501111000000000	410	1 YR SUBSCRIPTION	0.00	51.91
TOTAL CASH ACCOUNT							0.00	51.91
TOTAL FUND							0.00	51.91

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FUND - 251 - REAP 14-15

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	26835	03/11/15	1912 READ NATURALLY	2511131000050000	410	1 YR SUBSCRIPTION	0.00	946.42
TOTAL CASH ACCOUNT							0.00	946.42
TOTAL FUND							0.00	946.42

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FUND - 276 - EBISS BREADTH 14-15

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	26785	03/04/15 2310	KAY GRAHAM	2762240000000000	410	STUDENT INCENTIVES	0.00	157.72
A101	26853	03/18/15 2310	KAY GRAHAM	2762240000000000	410	PBIS SUPPLIES	0.00	132.69
TOTAL CASH ACCOUNT							0.00	290.41
TOTAL FUND							0.00	290.41

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FUND - 283 - MISCELLANEOUS GRANTS

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	26829	03/11/15 2025	OREGON MUSEUM OF SC	2831111000000575	340	FIELD TRIP DEPOSIT	0.00	308.00
TOTAL CASH ACCOUNT							0.00	308.00
TOTAL FUND							0.00	308.00

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FUND - 294 - RENTAL HOUSES

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	26793	03/04/15	2421 PAINT THE TOWN, LLC	2942540000000000	322	109 MOSS CLEANUP	0.00	250.00
A101	26799	03/05/15	2421 PAINT THE TOWN, LLC	2942540000000000	322	118 WASH & PAINT	0.00	1,700.00
A101	26799	03/05/15	2421 PAINT THE TOWN, LLC	2942540000000000	322	121 MOSS CLEANUP	0.00	250.00
A101	26799	03/05/15	2421 PAINT THE TOWN, LLC	2942540000000000	322	121 WASH & PAINT	0.00	1,700.00
A101	26799	03/05/15	2421 PAINT THE TOWN, LLC	2942540000000000	322	118 MOSS CLEANUP	0.00	250.00
TOTAL CHECK						109 WASH & PAINT	0.00	1,500.00
TOTAL CASH ACCOUNT							0.00	5,400.00
TOTAL FUND							0.00	5,650.00

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FUND - 295 - ATHLETICS & ACTIVITIES

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	26854	03/18/15	2204 LANE COUNTY SOFTBAL	2951132000000775	380	SOFTBALL OFFICIALS	0.00	1,474.75
A101	26865	03/25/15	2403 BRIAN BEARD	2951132000000790	410	PAINT FOR DRAMA	0.00	50.00
A101	26870	03/25/15	1085 LANE COUNTY UMPIRES	2951132000000770	380	BASEBALL OFFICIALS	0.00	1,433.75
TOTAL CASH ACCOUNT							0.00	2,958.50
TOTAL FUND							0.00	2,958.50

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FUND - 297 - FOOD SERVICE FUND

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	26780	03/04/15	2291 EARTH20	2973100000000000	450	WATER COOLER RENTAL	0.00	5.00
A101	26780	03/04/15	2291 EARTH20	2973100000000000	450	BOTTLED WATER	0.00	54.15
TOTAL CHECK							0.00	59.15
A101	26797	03/04/15	1776 SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	809.38
A101	26797	03/04/15	1776 SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	1,691.23
A101	26797	03/04/15	1776 SYSCO FOOD SERVICES	2973100000000000	450	FOOD CREDIT	0.00	-96.98
TOTAL CHECK							0.00	2,403.63
A101	26798	03/04/15	2193 UMPQUA DAIRY	2973100000000000	450	FOOD SUPPLIES	0.00	108.90
A101	26820	03/11/15	2291 EARTH20	2973100000000000	450	WATER COOLER RENTAL	0.00	5.00
A101	26820	03/11/15	2291 EARTH20	2973100000000000	450	WATER FOR STUDENTS	0.00	48.35
TOTAL CHECK							0.00	53.35
A101	26822	03/11/15	1066 HUNGERFORD LAW FIRM	2973100000000000	640	FEB LEGAL SVCS	0.00	117.50
A101	26838	03/11/15	1776 SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	758.15
A101	26838	03/11/15	1776 SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	230.53
A101	26838	03/11/15	1776 SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	1,249.01
TOTAL CHECK							0.00	2,237.69
A101	26839	03/11/15	2193 UMPQUA DAIRY	2973100000000000	450	FOOD SUPPLIES	0.00	152.35
A101	26839	03/11/15	2193 UMPQUA DAIRY	2973100000000000	450	FOOD SUPPLIES	0.00	391.90
A101	26839	03/11/15	2193 UMPQUA DAIRY	2973100000000000	450	FOOD SUPPLIES	0.00	381.00
TOTAL CHECK							0.00	925.25
A101	26846	03/18/15	2451 CARD SERVICE CENTER	2973100000000000	640	BOWERS CONFERENCE	0.00	125.00
A101	26846	03/18/15	2451 CARD SERVICE CENTER	2973100000000000	470	SECURITY SOFTWARE	0.00	94.99
A101	26846	03/18/15	2451 CARD SERVICE CENTER	2973100000000000	640	REID CONFERENCE	0.00	125.00
A101	26846	03/18/15	2451 CARD SERVICE CENTER	2973100000000000	340	REID TRAVEL	0.00	1,703.72
TOTAL CHECK							0.00	2,048.71
A101	26861	03/18/15	1776 SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	776.81
A101	26861	03/18/15	1776 SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	1,050.69
TOTAL CHECK							0.00	1,827.50
A101	26863	03/18/15	2193 UMPQUA DAIRY	2973100000000000	450	FOOD SUPPLIES	0.00	370.10
A101	26863	03/18/15	2193 UMPQUA DAIRY	2973100000000000	450	FOOD SUPPLIES	0.00	97.95
TOTAL CHECK							0.00	468.05
A101	26876	03/25/15	1776 SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	1,295.92
A101	26876	03/25/15	1776 SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	224.62
TOTAL CHECK							0.00	1,520.54
A101	26877	03/27/15	2274 CENTRAL RESTAURANT	2973100000000000	460	FOOD RAIL RETURN	0.00	-448.00
A101	26877	03/27/15	2274 CENTRAL RESTAURANT	2973100000000000	460	FOOD BAR	0.00	1,960.49
A101	26877	03/27/15	2274 CENTRAL RESTAURANT	2973100000000000	460	FOOD BAR RETURN	0.00	-1,402.26
A101	26877	03/27/15	2274 CENTRAL RESTAURANT	2973100000000000	460	FOOD BAR & RAIL	0.00	2,499.33
TOTAL CHECK							0.00	2,609.56
TOTAL CASH ACCOUNT								

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FUND - 297 - FOOD SERVICE FUND

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
TOTAL FUND							0.00	14,379.83

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FUND - 400 - CAPITAL PROJECTS

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	26792	03/04/15	1927 OREGON DEPARTMENT O	400	R1510	LOAN PAYMENT ADJ.	0.00	461.83
A101	26813	03/10/15	2456 BUREAU OF LABOR AND	4002540000000000	389	BOLI PROJECT FEE	0.00	1,277.54
A101	26814	03/10/15	2457 JOSH STEVENS MASONR	4002540000000000	389	ANNOUNCER BOOTH BLO	0.00	3,727.50
A101	26823	03/11/15	2299 JAMES HEATING	4002540002000605	590	NORTH WING HEATING/	0.00	21,811.00
A101	26844	03/18/15	2171 ALVIN RIGGS	4003100000000000	389	KITCHEN POWER PH. 3	0.00	2,153.04
TOTAL CASH ACCOUNT							0.00	29,430.91
TOTAL FUND							0.00	29,430.91

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LOWELL SCHOOL DISTRICT #71
CHECK REGISTER - BY FUND

PAGE NUMBER: 16
ACCTPA21

SELECTION CRITERIA: transact.ck_date between '03/01/2015' and '03/31/2015'
ACCOUNTING PERIOD: 10/15

FUND - 500 - FOOD SERVICE ENTERPRISE

CASH ACCT	CHECK NO	ISSUE DT	-----VENDOR-----	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	26857	03/18/15	1752 OFFICE DEPOT	5003100000000000	410	SYNERGY BIZ CARDS	0.00	41.97
TOTAL CASH ACCOUNT							0.00	41.97
TOTAL FUND							0.00	41.97
TOTAL REPORT							0.00	147,066.67

Chart of Policy Revision Process

Step 1

District Receives Policy Update Packet from OSBA

Step 2

Administrative Assistant Prints Policies for Superintendent Review and Comments

Step 3

**Superintendent Reviews Updated Recommended Policy Changes
Superintendent provides to the Board at Board Meeting 1, in handwritten form, appropriate
comments and edits.**

Step 4 - Board Meeting 1

The Original Packet of Updated Policies, with the handwritten comments from the Superintendent, is placed on the Board Agenda (Board Meeting 1), under Reports and Information, and is considered as First Reading by the Board
--

Step 5 – Board Meeting 1

Before the Board meeting, if a Board member would like to discuss one or more of the policies provided, the Board member will request specific said policies be pulled for discussion at the next Board Meeting (Board Meeting 2) and placed under the Action Section of the Agenda	The policies presented to the Board, on which they have no concerns or questions, will be placed under the Consent Agenda (Second Reading and for Approval) at the next Board Meeting (Board Meeting 2) for action.
--	--

Step 6 - Board Meeting 2

The policies requested by individual Board members to be discussed shall be place under the Action Section of the Board Agenda (Second Reading and Approval) Discussion will take place prior to a motion to approve said policies.	The policies presented to the Board, on which they have no concerns or questions, will be placed under the Consent Agenda (Second Reading and for Approval) for action.
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February 2015

Vol. XXXVIII No. 3sch

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Conference**
July 17-19 – Bend

69th Annual Convention
November 12-15 –
Portland

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EBCD - Emergency Closures (Highly Recommended)
EFA-AR - Local Wellness Program (Optional)
GBDA - Mother Friendly Workplace (Required)
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*Policy Update is a quarterly
subscription publication
of the Oregon School
Boards Association.*

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

DISPOSAL OF DISTRICT PROPERTY

Summary

Policy DN - Disposal of District Property is being updated to clarify that district property that was purchased using state, federal or private grants, and has been declared as surplus property, shall be disposed of according to the provisions of the grant or in compliance with state or federal regulations.

Legal Reference

Education, Title 34 C.F.R. Part 80 § 80.32(e)

Collective Bargaining Impact

None

Local District Responsibility

If the district has highly recommended policy DN - Disposal of District Property in its policy manual, review the new language and adopt.

Policy Implications

DN - Disposal of District Property (Versions 1 or 2) (Highly Recommended)

SAFETY DRILLS

Summary

The result of a recent audit by the State Fire Marshall found a need to clarify policy language related to fire drills found in the Oregon Fire Code. Fire drills are to be conducted monthly, the first of which within the first 10 days of the start of the school year. The requirements are found in, but not limited to, Chapter 4, Sections 404, 405 and 408, and the definition of the Occupancy Classification designated for public schools, Educational Group E, is found in Chapter 2, Section 202.

[Oregon Fire Code](#)

Legal Reference

Add: ORS 476.030(1)
Oregon State Fire Marshal, Oregon Fire Code (2014).

Collective Bargaining Impact

None

Local District Responsibility

Insert and adopt new language in policy EBCB - Emergency Drills.

Policy Implications

EBCB - Emergency Drills (Highly Recommended)

EMERGENCY CLOSURES

Summary

At their January 2015 meeting, the Oregon State Board of Education modified OAR 581-022-1620, Required Instructional Time. The effect to policy EBCD is that with Board approval, for the 2015-16 school year, up to 14 hours of emergency school closures due to adverse weather conditions and facilities failure, may be included in calculating instructional time.

Legal Reference

None

Collective Bargaining Impact

None

Local District Responsibility

If the district has highly recommended policy EBCD - Emergency Closures in its board policy manual, review the new language and adopt.

Policy Implications

EBCD - Emergency Closures (Highly Recommended)

LOCAL WELLNESS PROGRAM

Summary

The changes in EFA-AR - Local Wellness Program adds a clarification to the “Competitive Food Sales” and “Other Foods Offered or Sold” sections. The clarifications are based on inquiries to the Oregon Department of Education regarding these sections.

Legal Reference

None

Collective Bargaining Impact

None

Local District Responsibility

If the district has optional administrative regulation EFA-AR - Local Wellness Program in its policy manual, review the new language and readopt.

Policy Implications

EFA-AR - Local Wellness Program (Optional)

MOTHER FRIENDLY WORKPLACE

Summary

The suggested revisions include a clarification that the district “...must provide a room or other location in close proximity to an employees’ work area, other than a restroom...,” and that this adopted policy and a list of the designated locations an employee may use must be published in the staff handbook. The list must also be readily available in the office of each school facility and in the district office.

Legal Reference

None

Collective Bargaining Impact

None

Local District Responsibility

This policy may be required if the district employs 25 or more staff members. Include the proposed language in the district's policy GBDA and readopt. This policy information must be published in the district's staff handbook and provided as noted above.

Policy Implications

GBDA - Mother Friendly Workplace (Required)

WHISTLEBLOWING LAW

Summary

This update is made to add new language to the staff complaint policy related to disclosures by an employee of violation of state or federal law by the district, the Whistleblowing Law.

Legal Reference

Add: ORS 332.107
ORS 659A.199

Collective Bargaining Impact

Review any language included in the sample policy to confirm it does not conflict with requirements provided in the district's collective bargaining agreements.

Local District Responsibility

Consider the new proposed language and readopt policy.

Policy Implications

GBM - Staff Complaints (Required)

CREDIT FOR PROFICIENCY

Summary

At their January 2015 meeting, the Oregon State Board of Education modified OAR 581-022-0102, Definitions and OAR 581-022-1131, Credit Options.

OAR 581-022-0102 revised the definition of "instructional time" to include licensed Career and Technical Education (CTE) instructors, time spent traveling between a student's home school and the CTE center, internship, work site or post-secondary campus, and retaining language from the current rule regarding study periods and advisory periods.

OAR 581-022-1131, changes were to formatting of the rule and had no impact on policy other than reformatting our policy to better reflect the intent of the OAR.

Legal Reference

None

Collective Bargaining Impact

None

Local District Responsibility

If the district has optional policy IKH - Credit for Proficiency is in its policy manual, review the new language and adopt.

Policy Implications

IKH - Credit for Proficiency (Version 1 or 2) (Optional)

STUDENT SEARCHES

Summary

The updates made to this sample board policy and administrative regulation are a result of newer court cases involving student searches.

Legal Reference

Add the following:

State ex. rel. Juv. Dept. v. M.A.D., 233 P3d. 437, 348 Or. 381 (2010).

State v. B.A.H., 263 P3d. 1046, 245 Or. App. 203 (2011).

State v. A.J.C., 326 P3d. 1195, 355 Or. 552 (2014).

Collective Bargaining Impact

None

Local District Responsibility

Review the recommended updates and amend the district's current policy and administrative regulation to reflect these changes. The policy should be board adopted and the administrative regulation, board reviewed.

Policy Implications

JFG - Student Searches** (Required)

JFG-AR - Student Searches** (Required)

PRESCRIPTION/NONPRESCRIPTION MEDICATION

Summary

These policies and their administrative regulations are a compilation of four pieces of legislation, they are: OAR 333-055-0000 to -0035; OAR 581-021-0037; OAR 851-047-0030 to -0040; and ORS 339.866 to -871. As a result of feedback and questions from members about the recent changes in policy resulting from the rewrite of OAR 581-021-0037 and revisions to ORS 339.866-871, we elected to add some clarifying language, and we are removing brackets from language around student self-medication of nonprescription medication.

The changes/additions being made reflect no change in statute or rule; we are making them in an effort to clarify language and address any confusion.

Legal Reference

None

Collective Bargaining Impact

None

Local District Responsibility

If this clarification helps with implementation of these policies, consider adding the recommended language and readopting.

Board policy JHCD and its administrative regulation, JHCD/JHCDA-AR included some bracketed language around student self-administration of nonprescription medication when they were released in October 2014. If the language was struck in the board adopted policy, please add back in and readopt policy, and review the administrative regulation (this administrative regulation need not be board adopted).

Policy Implications

JHCD - Nonprescription Medication (Required)

JHCDA - Prescription Medication (Required)

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

VIRTUAL PUBLIC CHARTER SCHOOLS

Summary

Oregon Administrative Rule (OAR) 581-026-0305 may allow a district to deny enrollment to a resident student to a virtual public charter school not sponsored by the district and subject to the rules and statute outlined in the referenced OAR and in Oregon Revised Statutes (ORS) 338.125, respectively.

Legal Reference

None

Collective Bargaining Impact

None

Local District Responsibility

Pursuant to OAR 581-026-0305 and ORS 338.125, if the district plans to deny resident students enrollment into a virtual public charter school not sponsored by the district, and if by the date established by the district, the district has determined the percentage of students in the district that attend virtual public charter schools not sponsored by the district is more than three percent of the students that reside in the district, this policy must be adopted.

If the district plans to do nothing with a notice received from a resident parent that their student plans to enroll in a virtual public charter school not sponsored by the district, there is no need to adopt this policy.

Policy Implications

LBEA - Resident Student Denial for Virtual Public Charter School Attendance
(*New* Conditionally Required)

COMPLAINTS ON VIOLATION OF STANDARDS

Summary

To better clarify and outline the complaint procedures for a complaint about a violation of state school standards, the board policy LGA - Compliance with Standards and its associated administrative regulations have been revised and updated. In addition, the requirements the written form of an appeal or complaint must include have been added.

Legal Reference

Add to LGA: ORS 327.102

Amend LGA: ORS 336.035 to -336.086
OAR 581-022-0102 to -1941

Collective Bargaining Impact

None

Local District Responsibility

None

Policy Implications

LGA - Compliance with Standards (Highly Recommended)
LGA-AR(1) - Public Appeals and Complaints about Alleged Violations of Standards
(Highly Recommended)
LGA-AR(2) - Appeal to the State Superintendent for Alleged Standards Violation
(Highly Recommended)

2015-2016 STAFF/STUDENT HANDBOOKS AND KEY DATES CALENDAR (*Coming Soon*):

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

Samples and online ordering of these tools for purchase can be found on the OSBA website through this link:
www.osba.org/policyservices.
(Publications)

Oregon School Boards Association Selected Sample Policy

Code: **DN**
Adopted: **4/27/15**

Disposal of District Property (~~Version 1~~)

The Board may, at any time, declare district property as surplus and authorize its disposal when such property is no longer useful to the district, unsuitable for use, too costly to repair or obsolete.

If reasonable attempts to dispose of surplus properties fail to produce a monetary return to the district, the Board may dispose of them in another manner.

If the district property was purchased with state, federal or private grant funds disposal of the property shall be made as outlined in the grant or by state or federal regulations.

END OF POLICY

Legal Reference(s):

[ORS 279B.055](#)
[ORS Chapters 279A, 279B](#) and [279C](#)
[ORS 332.155](#)

EDUCATION, TITLE 34 C.F.R. PART 80 § 80.32(e)

Oregon School Boards Association Selected Sample Policy

Code: **EBCB**
Adopted: **4/27/15**

Emergency Drills

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

All schools are required to instruct and drill students on emergency procedures so that students can respond to an emergency without confusion and panic. The emergency procedures shall include drills and instruction on fires, earthquakes, which shall include tsunami procedures in a coastal zone and safety threats.

Instruction on fires, earthquakes[,] [and] safety threats ~~[and tsunami dangers¹]~~ and drills for students, shall be conducted for at least 30 minutes each school month. The district will conduct monthly fire drills. At least one fire drill will be held within the first 10 days of the school year. At least two drills on earthquakes and two drills on safety threats shall be conducted each year. ~~[At least three drills on earthquakes that include tsunami drills shall be conducted each year.¹]~~

Fire Emergencies

Drills and instruction on fire emergencies shall include routes and methods of exiting the school building.

Earthquake ~~[and Tsunami]~~ Emergencies

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

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

Safety Threats

Drills and instruction on safety threats shall include appropriate actions to take when there is a threat to safety, such as lockdown procedures or other procedures appropriate to the safety threat.

¹This is required language for districts in a coastal zone.

Local units of government and state agencies associated with emergency procedures training and planning shall review the emergency procedures.

END OF POLICY

Legal Reference(s):

[ORS 336.071](#)

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

[OAR 581-022](#)-1420

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

Oregon School Boards Association Selected Sample Policy

Code: **EBCD**
Adopted: **4-27-15**

Emergency Closures**

In case of hazardous or emergency conditions, the superintendent may alter district and transportation schedules as are appropriate to the particular condition. Such alterations include closure¹ of all schools, closure of selected schools or grade levels, delayed openings of schools and early dismissal of students.

The superintendent will develop and maintain such plans and procedures as are necessary to carry out alternate school and bus schedules.

At the beginning of each school year students, parents and staff will be informed of the procedures used to notify them in case of an emergency closure.

END OF POLICY

Legal Reference(s):

[OAR 437-002-0360](#)
[OAR 437-002-0377](#)
[OAR 581-022-1420](#)
[OAR 581-022-1620](#)
[OAR 581-053-0004](#)

HR 6/26/99 2/26/15 | NCRS

¹Upon approval by the Board, for the 2015-2016 school year, up to 14 hours of emergency school closures due to adverse weather conditions and facilities failure may be included in the calculation of instructional time. (Oregon Administrative Rule (OAR) 581-022-1620 "Instructional time" is defined in OAR 581-022-0102.

Oregon School Boards Association Selected Sample Policy

Code: **EFA-AR**
Reviewed/Revised: **4/27/15**

Local Wellness Program

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

Definitions

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

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

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

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

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

(f) Sodium:

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

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

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

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

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

(i) Are exempt from the nutrient standards for:

- 1) Saturated fat;
- 2) Transfat;
- 3) Sodium; and
- 4) Sugar.

(ii) Must contain:

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

b. Beverages must be:

(1) For elementary level students:

- (a) Plain water, carbonated or uncarbonated, with portion size unlimited;

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

- (b) Lowfat milk (unflavored), with portion size not to exceed 8 ounces and 150 calories;
- (c) Nonfat milk (including flavored), with portion size not to exceed 8 ounces and 150 calories;
- (d) Nutritionally equivalent milk alternatives, portion size not to exceed 8 ounces and 150 calories;
- (e) Full strength fruit or vegetable juices, portion size not to exceed 8 ounces and 120 calories;
- (f) Caffeine free, except for naturally occurring trace amounts.

(2) For middle school level students:

- (a) Plain water, carbonated or uncarbonated, with portion size unlimited;
- (b) Lowfat milk (unflavored), portion size not to exceed 10 ounces and 190 calories;
- (c) Nonfat milk (including flavored), portion size not to exceed 10 ounces and 190 calories;
- (d) Nutritionally equivalent milk alternatives, portion size not to exceed 10 ounces and 190 calories;
- (e) Full strength fruit or vegetable juices, portion size not to exceed 10 ounces and 150 calories;
- (f) Caffeine free, except for naturally occurring trace amounts.

(3) For high school level students:

- (a) Plain water, carbonated or uncarbonated, with portion size unlimited;
- (b) Lowfat milk (unflavored), portion size not to exceed 12 ounces and 225 calories;
- (c) Nonfat milk (including flavored), portion size not to exceed 12 ounces and 225 calories;
- (d) Nutritionally equivalent milk alternatives, portion size not to exceed 12 ounces and 225 calories;
- (e) Full strength fruit or vegetable juices, portion size not to exceed 12 ounces and 180 calories;
- (f) Low or no calorie beverage is less than 5 calories per 8 ounce serving or less than or equal to 10 calories per 20 fluid ounces, portion size not to exceed 20 ounce serving;
- (g) Other beverages are not to exceed 40 calories per 8 fluid ounces (or 60 calories per 12 fluid ounces) with portion size not to exceed 12 ounces.

- c. Use the nutrient standard for the lowest grade group when mixed grades have open access to competitive foods.

- 10. “School day” means a student education day beginning at midnight and ending at the conclusion of afternoon student activities, such as athletic, music or drama practices, clubs, academic support and enrichment activities.
- 11. “Snack” means a food that is generally regarded as supplementing a meal and includes, but is not limited to, chips, crackers, onion rings, nachos, french fries, doughnuts, cookies, pastries, cinnamon rolls and candy.

Nutrition Promotion and Nutrition Education

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

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

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

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

Physical [Education]/Activity

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

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

Nutrition Guidelines and Food Services Operation

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

1. The school encourages all students to participate in the school's NSLP [and SBP] meal opportunities;
2. The school notifies families of need-based programs for free or reduced-price meals and encourages eligible families to apply;
3. The school's NSLP [,] [and] [SBP] ~~{Special Milk Program (SMP)}~~ maintains the confidentiality of students and families applying for or receiving free or reduced-priced meals ~~{or free milk}~~ in accordance with the National School Lunch Act;
4. The school's NSLP [,] [and] [SBP] ~~{SMP}~~ operates to meet dietary specifications in accordance with the Healthy, Hunger-Free Kids Act of 2010 and applicable state laws and regulations;
5. The school sells or serves varied and nutritious food choices consistent with the applicable federal government *Dietary Guidelines for Americans*. Schools contracting out the food service part of their NSLP and SBP shall form a nutrition advisory committee comprised of teachers, students and parents to assist in menu planning. A nutrition committee comprised of students, family members and school personnel will be encouraged to provide input in menu planning for districts operating their own food service component of the NSLP and SBP (i.e., food services purchasing, menu planning, food production and meal service). Cultural norms and preferences will be considered;
6. Food prices set by the district are communicated to students and parents. District pricing strategies will encourage students to purchase full meals and nutritious items;

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

[School Employee Wellness⁴

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

1. Health education and health promoting activities that focus on skill development and lifestyle behavior that change along with awareness building, information dissemination, access to facilities, and preferably are tailored to employee's needs and interests;

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

2. Safe, supportive social and physical environments including organizational expectations about healthy behavior and implementation of policy that promote health and safety and reduce the risk of disease;
3. Linkage to related programs such as employee assistance programs, emergency care and programs that help employees balance work life and family life;
4. Education and resources to help employees make decisions about health care;
5. Nutrition and fitness educational opportunities that may include, but are not limited to, the distribution of educational and informational materials, and the arrangement of presentations and workshops that focus on healthy lifestyles, health assessments, fitness activities and other appropriate nutrition and physical activity related topics.

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

Other School-Based Activities

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

1. [Scoliosis screenings;
2. Intramural sports;
3. Foodless fund raisers;
4. ~~Monthly/Weekly school walks;~~
5. Assemblies which focus on wellness issues such as obesity and obesity-related diseases, healthy eating and the benefits of physical exercise;
6. The use of alternates to food as rewards in the classroom;
7. Limit the amount of foods with no nutritional value that are sold in vending machines; and
8. ~~Support groups for overweight students.]~~

~~Foods of Minimal Nutritional Value (FMNV) and Competitive Food Sales~~

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

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

Other Foods Offered or Sold

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

~~Food and beverage items sold after the school day as part of an approved school fund-raising event shall are not required to meet minimum state requirements unless otherwise exempt by state law.~~

Staff Development

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

1. Personnel management;
2. Financial management and record keeping;
3. Cost- and labor-efficient food purchasing and preparation;
4. Sanitation and safe food handling, preparation and storage;
5. Planning menus for students with special needs and students of diverse cultural backgrounds;
6. Customer service and student and family involvement;
7. Marketing healthy meals;
8. Principles of nutrition education, including selected curriculum content and innovative nutrition teaching strategies; and
9. Assessment by staff of their own eating practices and increased awareness of behavioral messages staff provide as role models.

Family and Community Involvement

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

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

Program Evaluation

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

1. Board policy and this administrative regulation are implemented as written;
2. All building, grade-level nutrition education curricula and materials are assessed for accuracy, completeness, balance and consistency with state and local district educational goals and standards;
3. Nutrition education is provided throughout the student's school years as part of the district's age-appropriate, comprehensive nutrition program;
4. Teachers deliver nutrition education through age-appropriate, culturally relevant, participatory activities that include social learning strategies and activities;
5. Teachers and school nutrition and food services personnel have undertaken joint project planning and action;

6. Teachers have received curriculum-specific training;
7. [Teachers provide physical activity instruction and programs that meet the needs and interests of all students;]
8. Families and community organizations are involved, to the extent practicable, in nutrition education; and
9. [One or more persons] within the district or at each school, as appropriate, will be charged with the operational responsibility of ensuring that the policy and administrative regulations are followed and will develop an evaluation plan to be used to assess the district's level of compliance with state and federal requirements.

Oregon School Boards Association Selected Sample Policy

Code: **GBDA**
Adopted: **4/27/15**

Mother Friendly Workplace*

The district recognizes that a normal and important role for mothers is to have the option and ability to provide for [their child by breast-feeding or] expressing milk in the workplace. The Board directs the superintendent or designee to take measures and develop regulations to ensure that all district employees shall be provided with an adequate location for the expression of milk [or breast-feeding].

The superintendent or designee shall see that the district makes a reasonable effort to provide a room or other location in close proximity to the employees' work areas, other than a restroom, where an employee can [breast-feed her child or] express milk in privacy. This policy directs the superintendent or designee to include the following in the development of a regulation to ensure the provisions for employees required by this policy:

1. The advice of a school nurse or health professional in determining the most reasonable facility accommodation;
2. The plan shall include an accessible, private room with a lock that would allow a mother:
 - a. [To breast-feed a child brought in during a lunch or other break period;] [or]
 - b. To pump breast milk to be stored for later use.
3. The room shall include:
 - a. Electrical outlets for electric pumps;
 - b. Sanitation facilities including a sink close by, for hand washing and the rinsing of containers; and
 - c. A sign up sheet and a sign posting the room as "private during use."

A reasonable effort will be made to provide a flexible work schedule in consideration of the requirements of the staff member's responsibility.

The district shall provide the employee a 30-minute rest period to [breast-feed or] express milk during each 4-hour work period, or the major part of a 4-hour work period, to be taken by the employee approximately in the middle of the work period.¹ If feasible, the employee will take the rest period at the same time as the rest periods or meal periods provided by the district.

¹Districts should refer to their collective bargaining agreements to determine if the "rest period" is paid, nonpaid or a combination.

~~This policy and a list of designated locations will be published in the employee handbook. A list of designated locations must be readily available upon request in the central office of each school facility and in the district's central office.~~

END OF POLICY

Legal Reference(s):

[ORS 243.650](#)

[ORS 653.077](#)

[ORS 653.256](#)

[OAR 839-020-0051](#)

Oregon School Boards Association Selected Sample Policy

Code: **GBM**
Adopted: **4/27/15**

Staff Complaints*

It is an unlawful employment practice for an employer to discharge, demote, suspend or in any manner discriminate or retaliate against an employee with regard to promotion, compensation or other terms, conditions or privileges of employment for the reason that the employee has in good faith reported information in a manner as to disclose employer violations of any federal or state law, rule or regulation, mismanagement, gross waste of funds, abuse of authority, or substantial and specific danger to public health and safety.

The superintendent or designee will develop a complaint procedure which will be available for all employees who contend they have been subject to a violation, misinterpretation or inappropriate application of district personnel policies and/or administrative regulations. The complaint procedure will provide an orderly process for the consideration and resolution of problems in the application or interpretation of district personnel policies.

The complaint procedure will not be used to resolve disputes and disagreements related to the provisions of any collective bargaining agreement, nor will it be used in any instance where a collective bargaining agreement provides a dispute resolution procedure. Disputes concerning an employee's dismissal, contract nonrenewal or contract nonextension will not be processed under this procedure.

Reasonable efforts will be made to resolve complaints informally.

Administrative regulations will be developed to outline procedural timelines and steps under this policy, as necessary.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

[ORS 659A.199](#)

[OAR 581-022](#)-1720

Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).

Connick v. Myers, 461 U.S. 138 (1983).

Oregon School Boards Association Selected Sample Policy

Code: **IKH**
Adopted: 4/27/15

Credit for Proficiency ~~(Version 1)~~

The district ~~may~~ shall grant required and elective credit towards a diploma or a modified diploma, provided the method for accruing such credit is described in the student's personal education plan and the student earns the credit by one or more of the options below.

~~to students who~~ A district may grant credit to a student if the student demonstrates defined levels of proficiency or mastery of recognized standards, ~~including i.e.,~~ knowledge and skills, (e.g., state academic content standards and essential skills, industry-based or other national or international standards) by ~~completing classroom or equivalent work; passing an appropriate exam; providing a collection of work or other assessment evidence; documentation of prior learning activities or experiences, or to complete any combination of the above as approved by the district. The Board directs the superintendent to develop an administrative regulation that establishes criteria for granting proficiency credit. one or more of the following options:~~

1. Successfully completing classroom or equivalent work (e.g., supervised independent study, career-related learning experiences, project based learning) that meets Common Curriculum Goals and academic content standards required by Oregon Administrative Rule (OAR) 581-022-1210;
2. Successfully completing classroom or equivalent work, in class or out of class, where hours of instruction may vary;
3. Successfully passing an appropriate exam;
4. Providing a collection of work or other assessment evidence; or
5. Providing documentation of prior learning activities or experiences (e.g., certification of training, letters, diplomas, awards, etc.).

The Board directs the superintendent to develop an administrative regulation that establishes criteria for granting proficiency credit.

END OF POLICY

Legal Reference(s):

[ORS 329.885](#)
[ORS 332.107](#)
[ORS 336.177](#)
[ORS 336.615 to -336.665](#)

[OAR 581-022-0102](#)
[OAR 581-022-1130](#)
[OAR 581-022-1131](#)
[OAR 581-022-1140](#)

[OAR 581-022-1350](#)
[OAR 581-023-0008](#)

Oregon School Boards Association

Selected Sample Policy

Code: **JFG**
Adopted: **4/27/15**

Student Searches**

The Board seeks to ensure a learning environment which protects the health, safety and welfare of students and staff. To assist the Board in attaining these goals, district officials may, subject to the requirements below, search a student's person and property, including property assigned by the district for the student's use. Such searches may be conducted at any time on district property or when the student is under the jurisdiction of the district at school-sponsored activities.

All ~~student~~ searches ~~for evidence of a violation~~ conducted by the district shall be subject to the following requirements:

1. The district official shall have individualized, "reasonable suspicion" ~~based upon specific and articulated facts to believe evidence of a violation of law, Board policy, administrative regulation or school rule is present in a particular place~~ that the student personally poses or is in possession of some item that poses an immediate risk or serious harm to the student, school officials and/or others at the school;
2. The search shall be "reasonable in scope." That is, the measures used are reasonably related to the objectives of the search, the unique features of the official's responsibilities, and the area(s) which could contain the item(s) sought and not excessively intrusive in light of the age, sex, maturity of the student and nature of the infraction.

~~District officials may also search when they have reasonable information that emergency/dangerous circumstances exist.~~

Routine inspections of district property assigned to students may be conducted at any time.

Use of drug-detection dogs and metal detectors, or similar detection devices, may be used only on the express authorization of the ~~[Board]~~[superintendent].

District officials may seize any item which is evidence of a violation of law, Board policy, administrative regulation or school rule, or which the possession or use of is prohibited by such law, policy, regulation or rule.

Students may be searched by law enforcement officials on district property or when the student is under the jurisdiction of the district ~~upon the request of the law enforcement official~~. Law enforcement ~~requests searches~~ ordinarily shall be based ~~on~~upon a warrant. [District officials will attempt to notify the student's parent(s) in advance and will be present for all such searches, whenever possible.]

The superintendent shall develop an administrative regulation for implementing this policy in a manner which protects students' rights and provides a safe learning environment without unreasonable interference. Provisions for staff, student and parent notice of the Board's policy and accompanying regulation shall be included.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

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

New Jersey v. T.L.O., 469 U.S. 325 (1985).

State ex. rel. Juv. Dept. v. M.A.D., 233 P3d. 437, 348 Or. 381 (2010).

State v. B.A.H., 263 P3d. 1046, 245 Or. App. 203 (2011).

State v. A.J.C., 326 P3d. 1195, 355 Or. 552 (2014).

Oregon School Boards Association Selected Sample Policy

Code: **JFG-AR**
Revised/Reviewed: **4/27/15**

Student Searches**

1. Definitions

- a. “Reasonable suspicion” ~~means sufficient knowledge possessed by the district official at the time the official makes or authorizes the search which would lead a reasonable person to believe that a search of a particular student or place will likely turn up evidence of a violation of law, Board policy, administrative regulation or school rule~~ is based upon specific and articulated facts to believe that the student personally poses or is in possession of some item that poses a risk of immediate and serious harm to the student, school officials and/or others at the school. The official’s knowledge may be based upon relevant past experience of the official, observation by the official and/or credible information from another person.
 - (1) “Past experience” may provide the district official with information relevant to the violation as well as information which enables the official to evaluate the credibility of information from another person.
 - (2) “Credible information from another person” may include information which the district official reasonably believes to be true provided by another district employee, a student, a law enforcement or other government official or some other person.
- b. “Reasonable in scope” means that the manner and extent of the search are reasonably related to the objectives of the search, the unique features of the official’s responsibilities, and limited to the particular student or students most likely to be involved in the infraction and the area(s) which could contain the item(s) sought, and not excessively intrusive in light of the student’s age, sex, maturity and the nature of the infraction.

2. Routine Inspection of District Property Assigned to Students

- a. Lockers, desks and other storage areas provided by the school and assigned to a particular student(s) are the property of the district, remain in the possession of the district and are under the control of the principal. Students have no expectation of privacy regarding these items/areas.
- b. Students may use district-owned storage areas for the limited purpose of temporarily keeping items needed for attendance and participation in school instructional and activity programs only. No other purpose is permitted.
- c. Students shall be provided notification that district-owned storage areas assigned to students are subject to routine inspection without prior notice for the following reasons:
 - (1) Ensure that no item which is prohibited on district premises is present;
 - (2) Ensure maintenance of proper sanitation;
 - (3) Ensure mechanical condition and safety;

- (4) Reclaim overdue library books, texts or other instructional materials, property or equipment belonging to the district.

3. Voluntary Consent

When a district official has ~~reasonable suspicion to believe that evidence of a violation of law, Board policy, administrative regulation or school rule is present in~~ the requisite justification to search either a particular district-owned storage area assigned to a student, or the clothing or the personal property of a student, the official has the option of making a search or asking the student to voluntarily provide the ~~evidence item(s)~~ sought. Before making a search, the official should ordinarily ask for the student's voluntary consent by requesting the student to empty the contents of the storage area, clothing or personal property. If the student refuses consent ~~for his/her personal property, the official may search for the evidence evaluating student and staff safety and the least intrusive search methods. The official may elect to contact the student's parents or, after consulting with the superintendent, contact law enforcement officials to assist with the search~~ to obtain consent for the search of personal property.

4. ~~Emergency/Dangerous Circumstance~~

- a. ~~Where a district official has knowledge which would lead a reasonable person to believe that either an emergency or dangerous circumstance exists and that it is necessary to act to protect the safety of any person or property, the official may make a search to the extent necessary to relieve the emergency or dangerous circumstance.~~
- b. ~~In responding to such an emergency or dangerous circumstance, the actions of the official shall be reasonably effective and no more intrusive than necessary.~~

4. Search for Evidence of a Violation Procedures

- a. ~~A search may be conducted of~~ With the requisite justification, a school official may search an individual student, a district-owned storage area assigned to a student or the personal property of a student. Personal property of a student includes, but is not limited to, wallets, purses, lunch boxes/sacks, book bag, backpack or other containers used to carry belongings.
- b. All searches ~~of a student or a student's personal property~~ shall be based on the required reasonable suspicion/risk of immediate and serious harm and shall be reasonable in scope. A "strip search," requiring a student to remove clothing down to the student's underwear or including underwear is prohibited by the district.
- c. Searches will generally be conducted by an administrator [or by other school personnel only as authorized by the administrator]. In certain circumstances an administrator may be assisted by a law enforcement official(s).
- d. The student will generally be permitted to be present during a search of a district-owned storage area assigned to the student or during a search of the student's personal property. The student's presence is not required, however.
- e. Search of a student's clothing will be limited to the student's "outer clothing" only. "Outer clothing" means the student's coat, jacket or other such outerwear garments worn by a student. A search of the clothing may include the search of a container inside the clothing, provided that the container is of a size and shape to hold the object of the search.
- f. Searches of a student's outer clothing will be conducted by a district official of the same sex as the student, ~~whenever possible.~~

- g. Where the object of the search may be felt by a “pat down” of clothing or personal property, the district official may first pat the clothing or property in an attempt to locate the object before searching inside the clothing or property.
- h. Searches will be conducted in privacy, out of the view of other students, staff and others and in the presence of an adult witness of the same sex as the student, ~~whenever possible~~.
- i. Any item removed from the student as a result of the above procedures which is not evidence of a violation of a law, Board policy, administrative regulation or school rule may be returned to the student, as appropriate.

5. [Other Searches¹

- a. Student vehicles may be parked on district property on the condition that the student and his/her parent(s) allows the vehicle and its contents, upon reasonable suspicion/~~risk of immediate serious harm~~, to be examined. ~~Additionally, student vehicles on another district's property at activities under the jurisdiction of the district, including interscholastic activities sponsored by the Oregon School Activities Association (OSAA) or other such voluntary organizations approved by the State Board of Education, shall also be subject to such condition.~~

If a student or parent(s) refuses to allow access to a vehicle when requested under the circumstances described above, the student's privilege of bringing a vehicle onto district property will be terminated [for the remainder of the school year]. ~~A refusal will subject the student to discipline up to and including expulsion and if~~ Law enforcement officials [may] ~~[will]~~ be notified.

- b. Metal detectors, including walk-through and hand-held devices, may be used when the ~~[Board]~~ [superintendent] determines that there is a need for such detectors based upon reasonable information of a history of:
 - (1) Weapons or dangerous objects found at school, on district property, at a school function or in the vicinity of the school; or
 - (2) Incidents of violence involving weapons at a school, on district property, at a school function or in the vicinity of the school.

Upon positive detection, a student ~~should ordinarily~~ will be asked to voluntarily remove the metal item. ~~The district official may search the clothing or personal property of the student for the item if the student refuses consent or if the positive metal detection is not satisfactorily explained.~~ If the student refuses consent, the student will be held (will not be allowed further entrance into the building) and any personal property will be seized and secured while the parent(s) and law enforcement officials are summoned.

- c. Drug-detection dogs may be used when the ~~[Board]~~ [superintendent] determines that there is a need for use of such dogs based upon reasonable information of a history of:
 - (1) Drugs and/or drug paraphernalia use/possession at school, on district property, at a school function or in the vicinity of the school; or

¹Consult with legal counsel prior to implementing procedures in this section, modifying as appropriate to meet local needs.

- (2) Incidents of violence or health emergencies involving drugs and/or drug paraphernalia at a school, on district property, at a school function or in the vicinity of the school.

After such need has been determined, drug-detection dogs may be used to sniff out contraband in district-owned storage areas or in student vehicles parked on district property upon reasonable suspicion to believe that contraband is in the area or vehicle.

Drug-detection dogs will not be used for general or “dragnet” searches.

- d. Body fluid searches of students for the presence of alcohol or drugs are prohibited by the district unless specifically authorized by the Board as part of its athlete drug-testing program.
- e. The district may deploy breathalyzer devices at extracurricular events and activities. Students may be subject to testing procedures as a prerequisite to attending the event/activity. If a student refuses testing, he/she will be detained and parents will be contacted to come and take the student home.]

6. Discipline

- a. Possession or use of unauthorized, illegal, unhealthy or unsafe materials will result in the following:
 - (1) Seizure of the material:
 - (a) Property, the possession of which is a violation of law, Board policy, administrative regulation or school rule will be returned to the parent or, if also a violation of law, turned over to law enforcement officials or destroyed by the district as deemed appropriate by the principal;
 - (b) Stolen property will be returned to its rightful owner;
 - (c) Unclaimed property may be disposed of in accordance with Board policy [DN - Disposal of District Property].
 - (2) Discipline up to and including expulsion and notification of given to law enforcement officials as appropriate or as otherwise required by law or Board policy.
- ~~b. Any incident involving discipline of a student as a result of a routine inspection of district storage areas made available for student use or other searches of a student or the student's personal property will be documented as required below.~~

7.

Documentation

- a. Administrators shall document all searches.
- b. Documentation shall consist of the following:
 - (1) Name, age and sex of student;
 - (2) Date, time and location of search;
 - (3) Justification for search and nature of the reasonable suspicion/risk of immediate and serious harm;
 - (4) Description of the object(s) of the search;
 - (5) Type/Scope of search (what was searched);
 - (6) Results of search, prohibited material(s) found, disposition of the material(s) seized and discipline imposed;
 - (7) Name of the witness to the search;
 - (8) Name of the district official conducting the search;
 - (9) Contacts with law enforcement and name/position of the contact(s).
- c. Documentation will be maintained as a part of the student's education records and retained in accordance with applicable Oregon Administrative Rules governing records' retention.

8. Notice

Notice of the Board's policy and ~~pertinent provisions of this~~ administrative regulation will be provided to staff, students and their parent(s) annually, through ~~such means as~~ staff and student/parent handbooks.

9. Cooperation with Law Enforcement Officials

- a. Administrators will meet with law enforcement officials annually to review:
 - (1) Official contact protocols;
 - (2) Applicable Board policies and administrative regulations;
 - (3) Circumstances in which the district will generally be requesting local law enforcement involvement in student searches and suspected crimes;
 - (4) Handling of searches and evidence of suspected crimes when involving law enforcement officials.

STUDENT SEARCH FORM

1. Name, age and sex of student: _____

2. Date, time and location of search: _____

3. Basis for search and nature of reasonable suspicion. What factors caused you to have a reasonable suspicion that the search of this student, his/her person or property or property assigned by the district for student use, would turn up evidence of a violation of law, Board policy, administrative regulation or school rule or which possession or use of is prohibited by law, policy, regulation or rule of some item that posed a risk of immediate and serious harm to the student, school officials and/or others at the school? Explain/Describe.

4. Describe exactly what was areas and items searched: _____

5. What did the search yield? Were any prohibited items/materials seized? Were seized items/materials turned over to police? Parents? Other? Why or why not? Explain and include name(s)/position(s) of law enforcement contacts.

6. Was discipline imposed? Why or why not? _____

7. Name and title/position of the witness and title/position to the search: _____

8. Name and title/position of district official and title/position conducting the search: _____

Signature of Witness

Date

Signature of District Official
Conducting Search

Date

R8/19/992/26/15 | MWKW

Oregon School Boards Association Selected Sample Policy

Code: **JHCD**
Adopted: **4/27/15**

Nonprescription Medication**/*

The district recognizes that administering of nonprescription medication to students and/or self-medication may be necessary when the failure to take such medication during school hours, would prevent the student from attending school. Consequently, students may be permitted to take nonprescription medication at school.

The district reserves the right to reject a request to administer or allow self administration of a nonprescription medication when such medication is not necessary for the student to remain in school.

A request to the district to allow a student to self medicate with a nonprescription medication shall include written permission and instruction from a parent or guardian, and shall include an assurance from the parent or guardian that the student has received appropriate instruction for its use.

A request to the district to administer a nonprescription medication shall include written permission and instruction from a parent or guardian.

The district shall designate staff authorized to administer medication to students. Training shall be provided as required by law.

Nonprescription medication will be handled, stored, monitored, disposed of and records maintained in accordance with established district regulations governing administering noninjectable or injectable, or prescription or nonprescription medicines to students, including procedures for the disposal of sharps and glass.

This policy and administrative regulation shall not prohibit, in any way, the administration of recognized first aid to students by district employees in accordance with established state law, Board policy and procedures.

The superintendent shall develop administrative regulations as needed to meet the requirements of law, Oregon Administrative Rules and for the implementation of this policy.

END OF POLICY

Legal Reference(s):

[ORS 109.640](#)
[ORS 339.866 to -339.871](#)
[ORS 433.800 to -433.830](#)

[OAR 166-400-0010\(17\)](#)
[OAR 166-400-0060\(29\)](#)

[OAR 581-021-0037](#)
[OAR 581-022-0705](#)

R40/12/142/26/15 | PH

Oregon School Boards Association Selected Sample Policy

Code: **JHCD/JHCDA-AR**
Revised/Reviewed: **4/27/15**

Prescription/Nonprescription Medication/***

Students may, subject to the provisions of this regulation, have prescription or nonprescription medication administered by designated, trained staff. Self-medication by students will be permitted in accordance with this regulation and state law.

1. Definitions

- a. "Prescription medication" means any noninjectable drug, chemical compound, suspension or preparation in suitable form for use as a curative or remedial substance taken either internally or externally by a student under the written direction of a physician. Prescription medication includes any prescription for bronchodilators or autoinjectable epinephrine prescribed by a student's Oregon licensed health care professional for asthma or severe allergies. Prescription medication does not include dietary food supplements. As per Oregon Administrative Rule (OAR) 851-047-0030 through 851-047-0040, a registered nurse may administer a subcutaneous injectable medication.
- b. "Nonprescription medication" means only commercially prepared, nonalcohol-based medication to be taken at school that is necessary for the student to remain in school. This shall be limited to eye, nose and cough drops, cough suppressants, analgesics, decongestants, antihistamines, topical antibiotics, anti-inflammatories and antacids that do not require written or oral instructions from a physician. Nonprescription medication does not include dietary food supplements.
- c. "Physician" means a doctor of medicine or osteopathy, a physician assistant licensed to practice by the Board of Medical Examiners for the state of Oregon, a nurse practitioner with prescriptive authority licensed by the Oregon State Board of Nursing, a dentist licensed by the Board of Dentistry for the state of Oregon, an optometrist licensed by the Board of Optometry for the state of Oregon or a naturopathic physician licensed by the Board of Naturopathy for the state of Oregon.
- d. "Student self-medication" means a student must be able to administer medication to himself/herself without requiring a trained staff member to assist in the administration of the medication.
- e. "Age-appropriate guidelines" means the student must be able to demonstrate the ability, developmentally and behaviorally, to self-medicate with permission from parent or guardian, administrator and in the case of a prescription medication, a physician.
- f. "Training" means yearly instruction, by a qualified trainer, to be provided to designated staff on the administration of prescription and nonprescription medication, based on requirements set out in guidelines approved by the Oregon Department of Education (ODE), including discussion of applicable district policies, procedures and materials.
- g. "Qualified trainer" means a person who is familiar with the delivery of health services in a school setting and who is a registered nurse licensed by the Oregon State Board of Nursing, a physician, or a pharmacist licensed by the State Board of Pharmacy for the state of Oregon.

- h. “Severe allergy” means a life-threatening hypersensitivity to a specific substance such as food, pollen or dust.
- i. “Asthma” means a chronic inflammatory disorder of the airways that requires ongoing medical intervention.
- j. “Designated staff” means the staff person who is designated by the building principal to administer prescription or nonprescription medication.

2. Designated Staff/Training

- a. The principal will designate trained staff authorized to administer prescription or nonprescription medication to students while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in before- or after-school care programs on school-owned property and in transit to or from school or school-sponsored activities. The principal will supervise and ensure building and activity practices and procedures are consistent with the requirements of law, rules and this regulation.
- b. The principal will ensure the training required by law and Oregon Administrative Rules is provided. Training must be conducted by a qualified trainer.
- c. Training will provide an overview of applicable provisions of Oregon law, administrative rules, district policy and administrative regulations and include, but not be limited to, the following: safe storage, handling, monitoring medication supplies, disposing of medications, record keeping and reporting of medication administration and errors in administration, emergency medical response for life-threatening side effects and allergic reactions, and student confidentiality. Materials as recommended and/or approved by the ODE will be used.
- d. Training will be provided yearly to designated staff authorized to administer medication to students.
- e. A copy of the district’s policy and administrative regulation will be provided to all staff authorized to administer medication to students and others, as appropriate.
- f. [A statement that the designated staff member has received the required training will be signed by the staff member and filed in the district office.]

3. Administering Premeasured Doses of Epinephrine to a Student or Other Individual

A premeasured dose of epinephrine may be administered by trained, designated district staff to any student or other individual on school premises who the personnel believe, in good faith, is experiencing a severe allergic reaction, regardless of whether the student or individual has a prescription for epinephrine.

4. Administering Medications to Students

- a. A request for designated staff to administer medication to a student may be approved by the district and subject to the following:
 - (1) A written request for the district designated staff to administer prescription medication to a student, if because of the prescribed frequency for the medication, the medication must be given while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in before- or after-school care programs on school-owned property and in transit to or from school or school-sponsored activities, must be submitted to the school office and shall include:

- (a) The written signed permission of the parent or guardian;
- (b) The written instruction from the physician, physician assistant or nurse practitioner for the administration of the prescription medication to the student including:
 - (i) Name of the student;
 - (ii) Name of the medication;
 - (iii) Method of administration;
 - (iv) Dosage;
 - (v) Frequency of administration; and
 - (vi) Other special instruction, if any.

The prescription label will be considered to meet this requirement if it contains the information listed in (i.)-(v.i.) above.

- (2) A written request for the district to administer nonprescription medication must be submitted to the school office and shall include:
 - (a) The written signed permission of the parent or guardian;
 - (b) The written instruction from the parent or guardian for the administration of the nonprescription medication to the student including:
 - (i) Name of the student;
 - (ii) Name of the medication;
 - (iii) Method of administration;
 - (iv) Dosage;
 - (v) Frequency of administration;
 - (vi) Other special instruction, if any.
- b. Medication is to be submitted in its original container;
- c. Medication is to be brought to and returned from the school by the parent;
- d. It is the parent's responsibility to ensure that an adequate amount of medication is on hand at the school for the duration of the student's need to take medication;
- e. It is the parent's responsibility to ensure that the school is informed in writing of any changes in medication instructions;
- f. In the event a student refuses medication, the parent will be notified immediately. No attempt will be made to administer medication to a student who refuses district-administered medication;
- g. Any error in administration of medication will be reported to the parent immediately [and documentation made on the district's Accident/Incident Report form]. Errors include, but are not limited to, administering medication to the wrong student, administering the wrong medication, dose, frequency of administration, method of administration, etc.;
- h. Medication shall not be administered or self-medication allowed until the necessary permission form and written instructions have been submitted as required by the district.

5. Student Self-medication of a Prescription [or Nonprescription] Medication

- a. Student self-medication of prescription medication by K-12 students, including students with asthma or severe allergies, will be allowed subject to the following:
 - (1) A parent or guardian signed permission form and other documentation requested by the district must be submitted for self-medication of all prescription medications;
 - (2) A prescription written by an Oregon licensed health care professional that includes a written treatment plan for managing of the student's asthma, diabetes and/or severe allergy, and for use by the student while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in before- or after-school care programs on school-owned property and in transit to or from school or school-sponsored activities, and acknowledgment the student has been instructed in the correct and responsible use of the medication;
 - (3) Principal permission for all self-medication of prescription medicine requests is required.
- b. [Student self-medication of nonprescription medication by K-12 students may be allowed subject to the following:
 - (1) A parent or guardian permission form and other documentation requested by the district must be submitted for self-medication of all nonprescription medications. The signed form from the parent or guardian will ensure the student has received proper instruction for use.]]
 - (2) [[Principal] permission for all self-medication of nonprescription medicine requests is required.]]
- c. Students who are developmentally and/or behaviorally unable to self-medicate will be provided assistance by designated school staff. A permission form and written instructions will be required as provided in Section 4.a. above;
- d. All prescription and nonprescription medication must be kept in its appropriately labeled, original container, as follows:
 - (1) Prescription labels must specify the name of the student, name of the medication, dosage, method of administration and frequency or time of administration and any other special instruction including permission for the student to self-medicate;
 - (2) Nonprescription medication must have the student's name affixed to the original container.
- e. The student may have in his/her possession only the amount of medication needed for that school day, except for manufacture's packaging that contains multiple dosage, the student may carry one package, such as but not limited to, autoinjectable epinephrine or bronchodilators/inhalers;
- f. Sharing and/or borrowing of any medication with another student is strictly prohibited;
- g. [Any medication required for use longer than [10] school days will be permitted only upon the written request of the parent;]
- h. For students who have been prescribed bronchodilators or epinephrine, staff will request from the parent or guardian, that the parent or guardian provide backup medication for emergency use by that student. Backup medication, if provided by the parent or guardian, will be kept at

the student's school in a location to which the student has immediate access in the event the student has an asthma and/or severe allergy emergency;

- i. Upon written parent request and with a physician's written statement that the lack of immediate access to a backup autoinjectable epinephrine may be life threatening to a student, and the location the school stores backup medication is not located in the student's classroom, a process shall be established to allow the backup autoinjectable epinephrine to be kept in a reasonably secure location in the student's classroom;
- j. Permission to self-medicate may be revoked if the student violates the Board policy and/or these regulations. Additionally, students may be subject to discipline, up to and including expulsion, as appropriate.

6. Handling, Storage, Monitoring Medication Supplies

- a. Medication administered by designated staff or self administered by the student, must be delivered by the parent to the school, in its original container, accompanied by the permission form and written instructions, as required above.
- b. Medication in capsule or tablet form and categorized as a sedative, stimulant, anticonvulsant, narcotic analgesic or psychotropic medication will be counted by designated staff in the presence of another district employee upon receipt, documented in the student's medication log and routinely monitored during storage and administration. Discrepancies will be reported to the principal immediately and documented in the student's medication log. For such medication not in capsule or tablet form, standard measuring and monitoring procedures will apply.
- c. Designated staff will follow the written instructions of the physician and parent and training guidelines as may be recommended by ODE for administering all forms of prescription and/or nonprescription medications.
- d. Medication will be secured as follows:
 - (1) Nonrefrigerated medications will be stored in a locked cabinet, drawer or box ~~used solely for the storage of medication~~;
 - (2) Medications requiring refrigeration will be stored in a ~~locked box in a refrigerator~~ [separate refrigerator used solely for the storage of medication];
 - (3) Access to medication storage keys will be limited to the principal and designated school staff.
- e. Designated staff will be responsible for monitoring all medication supplies and for ensuring medication is secure at all times, not left unattended after administering and that the medication container is properly sealed and returned to storage.
- f. In the event medication is running low or an inadequate dosage is on hand to administer the medication, the designated staff will notify the parent immediately.

7. Emergency Response

- a. Designated staff will notify 911 or other appropriate emergency medical response systems and administer first aid, as necessary, in the event of life-threatening side effects that result from district-administered medication or from student self-medication or allergic reactions. The parent ~~[- school nurse]~~ and principal will be notified immediately.

- b. Minor adverse reactions that result from district-administered medication or from student self-medication will be reported to the parent immediately.

8. Disposal of Medications

- a. Medication not picked up by the parent at the end of the school year or within [five] school days of the end of the medication period, whichever is earlier, will be disposed of by designated staff in a nonrecoverable fashion as follows:
 - (1) Medication in capsule, tablet and liquid form will be removed from their original container (destroy any personal information). Crush solid medications, mix or dissolve in water (this applies to liquid as well) and mix with an undesirable substance such as coffee grounds, kitty litter, flour etc., and place it in impermeable non-descriptive containers such as empty cans or sealable bags, placing these containers in the trash. Flush prescriptions down the toilet **only** if the accompanying patient information specifically instructs it is safe to do so;
 - (2) Other medication will be disposed of in accordance with established training procedures including sharps and glass.
- b. All medication will be disposed of by designated staff in the presence of another school employee and documented as described in 9. a., below.

9. Documentation and Record Keeping

- a. A medication log will be maintained for each student administered medication by the district. The medication log will include, but not be limited to:
 - (1) The name, dose and route of medication administered, date, time of administration and name of the person administering the medication;
 - (2) Student refusals of medication;
 - (3) Errors in administration of medication¹;
 - (4) Emergency and minor adverse reaction incidents¹;
 - (5) Discrepancies in medication supply;
 - (6) Disposal of medication including date, quantity, manner in which the medication was destroyed and the signature of the staff involved.
- b. All records relating to administration of medicines, including permission slips and written instructions, will be maintained in a separate medical file apart from the student's education records file unless otherwise related to the student's educational placement and/or individualized education program. Records will be retained in accordance with applicable provisions of OAR 166-400-0010(17) and OAR 166-400-0060(29).
- c. Student medical files will be kept confidential. Access shall be limited to those designated school staff authorized to administer medication to students, the student and his/her parents. Information may be shared with staff with a legitimate educational interest in the student or others as may be authorized by the parent in writing.

¹Designated staff may note incident by symbol in medication log and attach detailed documentation as necessary.

A school administrator, teacher or other district employee designated by the school administrator is not liable in a criminal action or for civil damages as a result of the administration of prescription and/or nonprescription medication as per state law.

A school administrator, school nurse, teacher or other district employee designated by the school administrator, are not liable in a criminal action or for civil damages as a result of a student's self-administration of medication, when that person in good faith assisted the student in self-administration of the medication, as per state law.

A school administrator, school nurse, teacher or other district employee are not liable in a criminal action or for civil damages, when in good faith administers autoinjectable epinephrine to a student or other individual with a severe allergy, who is unable to self administer the medication, as per state law.

A school district and the members of a school district board are not liable in a criminal action or for civil damages when a student or individual is unable to self-administer medication, when any person in good faith administers autoinjectable epinephrine to a student or individual, as per state law.

Oregon School Boards Association Selected Sample Policy

Code: **JHCDA**
Adopted: **4/27/15**

Prescription Medication/***

The district recognizes that the administration of prescription medication to students and/or student self-medication may be necessary when the failure to take such medication during school hours would prevent the student from attending school, and recognizes a need to ensure the health and well-being of students who require regular doses or injections of medication as a result of experiencing a severe allergic reaction, or have a need to manage hypoglycemia, asthma or diabetes. When a licensed health care professional is not immediately available, a designated trained staff member may administer to a student, epinephrine, glucagon or other medications as prescribed and allowed by Oregon law.

When directed by a physician or other licensed health care professional, students in grades K-12 will be allowed to self-administer prescription medication, including medication for asthma or severe allergy as defined by state law, and subject to age-appropriate guidelines.

A written treatment plan for a student who self administers medication will be developed and signed by a physician or other Oregon licensed health care professional and kept on file. A written request and permission form signed by a parent or guardian is required and will be kept on file. If the student is deemed to have violated Board policy or medical protocol by the district, the district may revoke the permission given to a student to self-administer medication.

A request for the district to administer prescription medication to a student shall include the written permission of the parent or guardian and shall be accompanied by written instruction from a physician, physician assistant or nurse practitioner. A prescription label prepared by a pharmacist will be deemed sufficient to meet the requirements for a physician's order.

The district reserves the right to reject a request to administer or allow self administration of a medication when such medication is not necessary for the student to remain in school.

A premeasured dose of epinephrine may be administered by designated, trained district staff to any student or other individual on school premises who the personnel believe, in good faith, is experiencing a severe allergic reaction, regardless of whether the student or individual has a prescription for epinephrine.

A process shall be established by which, upon parent written request, a backup prescribed autoinjectable epinephrine is kept at a reasonable, secured location in the student's classroom as provided by state law.

Training shall be provided to designated staff as required by law in accordance with approved protocols as established by the Oregon Health Authority. Staff designated to receive training shall also receive bloodborne pathogens training. A current first-aid and CPR card will also be required.

Prescription medication will be handled, stored, monitored, disposed of and records maintained in accordance with established district regulations governing administering noninjectable or injectable, or

prescription or nonprescription medicines to students including procedures for the disposal of sharps and glass.

The superintendent will ensure student health management plans are developed as required by training protocols, maintained on file and pertinent health information is provided to district staff as appropriate.

Such plans will include provisions for administering medication and/or responding to emergency situations while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in before- or after-school care programs on school-owned property and in transit to or from school or school-sponsored activities.

This policy and administrative regulation shall not prohibit, in any way, the administration of recognized first aid to students by district employees in accordance with established state law, Board policy and procedures.

END OF POLICY

Legal Reference(s):

[ORS 109](#).640
[ORS 339](#).866 to -339.871
[ORS 433](#).800 to -433.830
[ORS 475](#).005 to -475.285

[OAR 166-400](#)-0010(17)
[OAR 166-400](#)-0060(29)
[OAR 333-055](#)-0000 to -0035
[OAR 581-021](#)-0037

[OAR 581-022](#)-0705
[OAR 851-047](#)-0030
[OAR 851-047](#)-0040

Oregon School Boards Association Selected Sample Policy

Code: **LGA**
Adopted: **4/27/15**

Compliance with Standards

The Board recognizes the need to comply with the educational standards as outlined by the State Board of Education.

It is also recognized that a district may petition the State Superintendent of Public Instruction for a waiver of a specific standard. A petition shall specify the reason(s) the district is seeking the waiver and other relevant information. If it is determined the request conforms with the intent of the standards, the state superintendent shall recommend the waiver to the State Board of Education.

The district will maintain a record of any waiver which has been requested by the district and approved by the State Board of Education.

Procedures shall be developed whereby residents of the district or any parent of students attending school in the district may make an appeal or complaint alleging violation of standard. The district shall also include a procedure for direct appeal to the State Superintendent of Public Instruction of an alleged standards violation.

END OF POLICY

Legal Reference(s):

[ORS 327.102](#)
[ORS 327.103](#)
[ORS 329.085](#)

[ORS 336.035 to -336.088](#)
[OAR 581-022-0102 to -1940](#)

Oregon School Boards Association Selected Sample Policy

Code: **LGA-AR(1)**
Revised/Reviewed: **4/27/15**

Public Appeals and Complaints about Alleged Violations of Standards

The Board recognizes a need to implement a procedure for the prompt resolution of complaints alleging violations of standards as outlined by the Oregon Department of Education (ODE). Standards include all those areas as outlined in the Standards for Public Schools provided by the ODE.

Any complainant who resides in the district or any parent of students attending school in the district qualifies to participate in the procedure¹ described below:

1. All complaints ~~to~~ received by school personnel shall be reported immediately to the principal involved, ~~whether these come by telephone, letter or by personal conference;~~
2. Within [five] days of receipt of the complaint, ~~The~~ principal shall encourage the complainant to discuss the nature of the alleged ~~classroom~~ standard violation and the complainant shall be given the opportunity to talk to the instructor involved;
3. If ~~after the conference with the instructor involved~~ the complainant wishes to pursue the matter further, he/she may request and shall be supplied with a printed form, Request for Investigation of a Standard (Exhibit A), which must be filled out and submitted by the complainant within [five] days of the conference with the involved instructor, to the district's [superintendent] ~~in charge of standards before formal consideration shall be given to the complaint;~~ The written complaint received will be forwarded, within [five] days of receipt, to the superintendent. ~~4-~~The standard which is the subject of the complaint shall not be altered pending final action by the Board;
4. ~~The superintendent will arrange for a review committee to include, but not be limited to, the superintendent or designee, an administrator, a Board member, a lay person, the appropriate content area specialist, coordinator or director:~~
 - a. ~~The lay person and Board member shall be appointed by the Board chair;~~
 - b. ~~The committee shall meet as soon as possible and return a written report of its findings to the superintendent within three weeks of its appointment;~~
 - c. ~~The committee may recommend that the matter be determined to be:~~
 - (1) ~~In total compliance;~~
 - (2) ~~In partial compliance (specification shall be stated for total compliance);~~
 - (3) ~~In noncompliance.~~
 - d. ~~The superintendent shall immediately report the recommendation of the review committee to the Board, whose decision shall be final;~~
 - e. ~~The decision of the Board shall be transmitted to the committee members and to the complainant.~~

¹The total timeline for the procedures used to process the complaint, will not be longer than 90 days from receipt of the initial filing of the written complaint.

Choose one of the options for the remaining language – Option 1 or Option 2 – delete the other.

~~Option 1~~

~~4. Upon receipt of the complaint by the superintendent, and within [five] days of receipt of the complaint, the superintendent may arrange for a review committee to include, but not be limited to:~~

- ~~a. The superintendent or designee;~~
- ~~b. An administrator, chosen by the superintendent;~~
- ~~c. A Board member, appointed by the Board chair;~~
- ~~d. A lay person, appointed by the Board chair; and~~
- ~~e. The appropriate content area specialist, coordinator or director.~~

~~5. The committee shall meet as soon as reasonably possible and return a written report of its findings to the superintendent within three weeks of its appointment.~~

~~The committee may recommend that the matter be determined to be:~~

- ~~a. In total compliance;~~
- ~~b. In partial compliance (specification shall be stated for total compliance);~~
- ~~c. In noncompliance.~~

~~6. The superintendent shall immediately report the recommendation of the review committee to the Board at the next regularly scheduled board meeting. Following review of the committee's recommendation the Board will make a decision. The Board's decision shall be final. The decision of the Board shall be transmitted to the committee members and to the complainant within [20] days of the final decision, in writing, that clearly establishes the legal basis for the decision, findings of fact and conclusions of the law.~~

~~The district's final decision may be appealed to the State Superintendent of Public Instruction.]~~

Option 2

4. Upon receipt of the complaint by the superintendent, and within [five] days of receipt of the complaint, the superintendent shall investigate the complaint and make a recommendation to the Board.

5. The Board shall review the superintendent's recommendation at the Board's next regularly scheduled board meeting. Following review of the superintendent's recommendation by the Board, the Board shall make a decision. The Board's decision shall be final. The decision of the Board shall be transmitted to the superintendent and to the complainant within [20] days of the final decision, in writing, that clearly establishes the legal basis for the decision, findings of fact and conclusions of the law.

The district's final decision may be appealed to the State Superintendent of Public Instruction.]

EXHIBIT A

REQUEST FOR INVESTIGATION OF A STANDARD

Date: _____

Request Initiated By: _____ (Print Name)

Mailing Address: _____

Email Address: _____ Phone: _____

Resident of: _____ (Print name of school district)

To: [Name of School District]

[Address of School District]

Person Making Request Represents:

☐ Self

☐ Group

Name of Group: _____

1. What is the standard?

2. What is the alleged violation?

3. What is the recommendation(s) to rectify the alleged violation?

Signature: _____

Date: _____

Received by superintendent on _____
Date

HR4/04/032/26/15 | MWPH

Oregon School Boards Association Selected Sample Policy

Code: **LGA-AR(2)**
Revised/Reviewed: **4/27/15**

Appeal to the State Superintendent for Alleged Standards Violation

After exhausting local procedures, as described in the policy and administrative regulation “Public Appeals and Complaints about Alleged Violations of Standards” or 90 or more days after filing a written complaint alleging violation of standards with the district (whichever occurs first), any complainant who resides in a district or any parent of students attending school in the district may make a direct appeal to the State Superintendent of Public Instruction.

1. The appeal shall be in writing and ~~shall~~ contain:
 - a. The name and address of the person bringing the appeal and the district in which that person resides;
 - b. The name and address of the district which is alleged to have violated standards; and
 - c. A brief statement indicating how the district is alleged to have violated standards.
2. Upon receipt of the appeal, the State Superintendent will review the appeal and determine whether a violation of standards has been properly alleged, and the requirements contained in section 2. of Oregon Administrative Rule (OAR) 581-022-1940 have been satisfied. After these determinations, the State Superintendent will either, not accept the appeal and will notify the complainant and the district, or will accept the appeal and notify the complainant and the district that the appeal has been accepted.
3. ~~2.~~ Upon receipt and acceptance of the appeal, the State Superintendent ~~shall~~ will give notice of acceptance of the appeal by sending a copy of the appeal, via certified mail, to the district. Within 30 days of receipt of notice from the State Superintendent, the district shall file ~~submit~~ a written report with the State Superintendent which shall include:
 - a. A statement of facts;
 - b. A statement of action, if any, taken in response to the complaint; if none was taken, the reason(s) why no action was taken;
 - c. A stipulation, if one was reached, of the settlement of the complaint; and
 - d. A list of any complaints filed with another agency by the party concerning the subject of the appeal.
4. The State Superintendent may for good cause extend the time for the filing of a report by the district.
3. ~~(Moved to #2) Upon receipt of the report, the state superintendent shall review the appeal and report and determine whether a violation of standards has been properly alleged, and that the requirements contained in sections 1. and 2. of this rule have been satisfied. After this determination, the state superintendent may dismiss the appeal or may notify all parties that the appeal has been accepted.~~
- 5.

~~4. If the appeal is accepted, Upon receipt of the district's report, the State Superintendent shall~~ will take such action as is deemed appropriate, including, but not limited to:

- ~~a. Appointing a conciliator to meet with the parties to work toward a settlement. If no settlement is reached within 45 days, the state superintendent may schedule a contested case hearing as provided in ORS 183.410 to 183.470 or allow additional time for conciliation;~~
- a. Scheduling a visit to the district to determine whether the district is in compliance with standards; or Authorizing an onsite investigation; and
- b. Appointing a fact finder to conduct an investigation and file a written report which shall indicate whether the fact finder believes the allegations in the appeal are supported by fact Conducting interviews, meetings and surveys, and reviewing documents, data and district procedures.

~~5. At any time during an appeal the parties may agree to settle the issue. The party bringing the appeal may at any time file a written request that the appeal be withdrawn. When such a request is received, the State Superintendent shall terminate all further action regarding the appeal.~~

6. The State Superintendent will issue a written decision within 60 days of receiving the district's report or may extend the time period for issuing a written decision pursuant to OAR 581-022-1940.

7. ~~6. After a final review, the State Superintendent may find the district deficient under ORS 327.103. The provisions of Oregon Revised Statutes (ORS) 327.103 will apply if a deficiency is found and deemed by the State Superintendent to be not corrected.~~

EXHIBIT A

REQUEST FOR INVESTIGATION OF A STANDARD

Date: _____

Request Initiated By: _____ (Print Name)

Mailing Address: _____

Email Address: _____ Phone: _____

Resident of: _____ (Print name of school district)

To: [Name of School District]

[Address of School District]

Person Making Request Represents:

☐ Self

☐ Group

Name of Group: _____

1. What is the standard?

2. What is the alleged violation?

3. What is the recommendation(s) to rectify the alleged violation?

Signature: _____

Date: _____

Received by superintendent on _____

Date

HR4/04/032/26/15 | MWPH

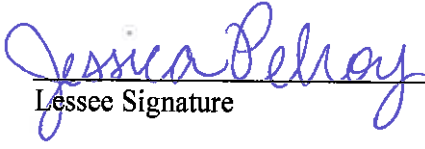
CONTRACT
Between
JESSICA PELROY (Lessee)
and
LOWELL SCHOOL DISTRICT (Lessor)
2015-2016 Contract Year

1. Lessor will provide the following physical space to Lessee for the sole purpose of operating Lowell Community Preschool: The room was formally Lundy Community Room and is adjacent to the entrance to Lundy Elementary School.
2. Lessor will pay up front the cost of a District approved annual insurance policy to cover the operation of Lowell Community Preschool. Lessee will then reimburse Lessor in nine equal payments, payable on a monthly basis, beginning September 25, 2015. If either party decides to exercise their 30 day termination right reflected within Article 5, that party will be responsible for disbursement of the remaining insurance payments.
3. Lessee will remit rental payment to the District no later than the 25th of each month, beginning September 25, 2015, in the amount of \$125. Lessee's monthly rent will be increased by \$12.50 per every child enrolled after the first ten children. Any such rent increase will become effective the month that any such additional child is enrolled. Lessee's last monthly payment for the 2015-2016 school year will be due no later than May 25, 2016.
4. Lessee is responsible for ensuring that all licensure requirements, health and safety requirements, and any other legal or statutory obligations regarding the lawful operation of a community preschool are met and remain in compliance throughout the operation of Lowell Community Preschool.
5. Lessor or Lessee may terminate this contract for any reason by providing a 30 day notice to Lessee or Lessor. If Lessee exercises this article, Lessee will financially responsible for only the remaining insurance payments. Should the contract be terminated, Lessor retains the right to the Lowell Community Preschool name and the right to continue operation of Lowell Community Preschool.
6. This contract is in effect for the 2015-16 school year only, and does not create any right on the part of Lessee to rent space from Lessor or to operate Lowell Community Preschool for any subsequent school year. A successor agreement for the 2016/2017 school year shall be considered by both parties, on or before April 1, 2016.



Lessor Signature

4/7/2016
Date



Lessee Signature

4-3-15
Date

LOWELL SCHOOL DISTRICT #71

PERSONAL SERVICES CONTRACT

FOR

KAY GRAHAM

This contract is made and entered into this 27th day of April, 2015, by and between the Lowell School DISTRICT #71 (hereinafter “DISTRICT”) and **Kay Graham, hereinafter (“MANAGEMENT/CONFIDENTIAL EMPLOYEE”)**.

WHEREAS, the DISTRICT desires to provide the MANAGEMENT/CONFIDENTIAL EMPLOYEE with a written employment contract in order to insure administrative stability and continuity within the DISTRICT which the DISTRICT believes generally improves the quality of the overall educational program;

NOW, THEREFORE, the DISTRICT and the MANAGEMENT/CONFIDENTIAL EMPLOYEE, for consideration herein specified, agree as follows:

I. TERM OF MANAGEMENT/CONFIDENTIAL EMPLOYEE CONTRACT

The DISTRICT hereby offers and the MANAGEMENT/CONFIDENTIAL EMPLOYEE hereby accepts employment as Principal of Lowell Schools for a three-year (3) term commencing on July 1, 2015 and ending June 30, 2018.

The MANAGEMENT/CONFIDENTIAL EMPLOYEE shall abide by all applicable state and federal laws, rules and regulations of the Board of the DISTRICT. MANAGEMENT/CONFIDENTIAL EMPLOYEE understands and agrees that, should MANAGEMENT/CONFIDENTIAL EMPLOYEE fail to secure the requisite licenses or certificates to fulfill any mandatory prerequisite authorizing MANAGEMENT/ CONFIDENTIAL EMPLOYEE to legally provide Administrative Services to Oregon public school employees and students, this Agreement shall become null and void.

II. MANAGEMENT/CONFIDENTIAL EMPLOYEE COMPENSATION AND
WORK YEAR

WORKYEAR

MANAGEMENT/CONFIDENTIAL EMPLOYEE accepts employment for a 200 day work year, 12 month employee pursuant to the further terms of this Agreement.

SALARY

The MANAGEMENT/CONFIDENTIAL EMPLOYEE annual salary shall be \$82,215. The salary shall be distributed in the form of a direct monthly payment. The Board reserves the right to modify the MANAGEMENT/ CONFIDENTIAL EMPLOYEE's salary, with the mutual consent of the MANAGEMENT/ CONFIDENTIAL EMPLOYEE and ratification by the Board. It is further provided, however, that by so doing, it shall not be considered that a new contract has been entered into or that the termination date of the existing contract has been extended.

HEALTH BENEFITS

MANAGEMENT/CONFIDENTIAL EMPLOYEE shall annually receive District provided health benefits in the amount of \$13,296. If MANAGEMENT/CONFIDENTIAL EMPLOYEE elects a health benefit plan less than the \$13,296, MANAGEMENT/ CONFIDENTIAL EMPLOYEE shall be provided the difference in compensation and be free to allocate the compensation within the restrictions outlined by the District. The compensation shall be distributed in the form of a direct monthly payment.

LEAVE BENEFITS

MANAGEMENT /CONFIDENTIAL EMPLOYEE shall receive 12 days of sick leave and the same leave benefits that are provided to Licensed staff. .

EXPENSES

The DISTRICT will pay the MANAGEMENT/CONFIDENTIAL EMPLOYEE'S ordinary expenses in conducting DISTRICT business, within the budget for that purpose and with the approval of the Superintendent.

The DISTRICT shall reimburse the MANAGEMENT/CONFIDENTIAL EMPLOYEE for reasonable, actual and necessary expenses (e.g. meals, registration fees, and air fare) for attendance at conferences approved in advance by the Superintendent, and other functions which directly contribute to the addressing of the DISTRICT'S mission and goals.

LIABILITY INSURANCE

The MANAGEMENT/CONFIDENTIAL EMPLOYEE shall be covered under the DISTRICT'S liability insurance that covers other administrative employees.

III. TERM OF EMPLOYMENT

The District employs MANAGEMENT/CONFIDENTIAL EMPLOYEE for a period of two years commencing on July 1, 2015 and terminating on June 30, 2018 or until the occurrence of the earliest of the following events:

- MANAGEMENT/CONFIDENTIAL EMPLOYEE may, at her option, unilaterally terminate this Agreement by giving sixty (60) days written notice that she will not fulfill the obligations of this Agreement and that she wishes to be relieved of this Agreement for the remainder of the period of the Agreement.

MANAGEMENT/CONFIDENTIAL EMPLOYEE agrees that should she unilaterally terminate this Agreement on or before June 30, 2018 (excluding a notice of retirement with receipt of PERS benefits), the District will experience damages, including the costs of recruitment for a new MANAGEMENT/CONFIDENTIAL EMPLOYEE, which are difficult, if not impossible to calculate. Accordingly, MANAGEMENT/

CONFIDENTIAL EMPLOYEE therefore agrees to pay damages to the District, to offset from any salary due, or otherwise withhold damages equivalent to \$1,000.

- Abandonment of position by MANAGEMENT/CONFIDENTIAL EMPLOYEE.
- Retirement or death of MANAGEMENT/CONFIDENTIAL EMPLOYEE.
- Failure to maintain appropriate license or certificate,

The Board may, for any reason, without cause or a hearing, terminate this Agreement at any time. In consideration for exercise of this right, the District shall pay to MANAGEMENT/CONFIDENTIAL EMPLOYEE for the remainder of the unexpired term of this Agreement, or six (6) months, whichever is less, a sum equal to the difference between MANAGEMENT/CONFIDENTIAL EMPLOYEE's gross monthly base salary at the salary rate in effect during the MANAGEMENT/CONFIDENTIAL EMPLOYEE'S last month of service and the amount which MANAGEMENT/CONFIDENTIAL EMPLOYEE earns from any other employment-related source (whether as employee, independent contractor, consultant or self-employed). The payments made pursuant to this early termination provision may be made in a lump sum or on a monthly basis, at the District's sole election. The MANAGEMENT/ CONFIDENTIAL EMPLOYEE shall also be entitled to District paid health benefits, as those benefits may change from time-to-time for a period of six (6) months or until the MANAGEMENT/CONFIDENTIAL EMPLOYEE obtains other employment, whichever occurs first. All payments made pursuant to this early termination provision shall be subject to all of District's regular payroll deductions and shall be treated as salary payments.

As a condition of payment hereunder, the MANAGEMENT/CONFIDENTIAL EMPLOYEE shall be obligated to seek other employment and he/she shall notify the District immediately if he/she earns income from any employment-related activity as defined above. The MANAGEMENT/CONFIDENTIAL EMPLOYEE'S failure to file such a statement by the time

required for any month shall constitute a waiver and release of the District for any obligation of payment for that month.

The parties agree that damages to the MANAGEMENT/CONFIDENTIAL EMPLOYEE which may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the parties agree that the damage payments made pursuant to this early termination clause, along with the District's agreement to provide paid health benefits, constitutes reasonable liquidated damages for the MANAGEMENT/CONFIDENTIAL EMPLOYEE, fully compensates the MANAGEMENT/CONFIDENTIAL EMPLOYEE for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the MANAGEMENT/CONFIDENTIAL EMPLOYEE'S sole remedy to the fullest extent provided by law.

➤ Termination for any reason authorized by law.

EVALUATION

The Superintendent shall evaluate the performance of the MANAGEMENT/CONFIDENTIAL EMPLOYEE. The evaluation shall be in writing, include a personal conference, and encompass the duties, goals, and expectations for the position. The evaluation procedures shall be set forth exclusively by the Superintendent and shall be the exclusive means by which the MANAGEMENT/CONFIDENTIAL EMPLOYEE is evaluated and are intended to supercede any other provisions concerning evaluation which might exist in applicable law or by virtue of any District rules, regulations, policies or other agreements. Any failure on the part of the Superintendent to meet the requirements or deadlines set forth in this Agreement shall not release the MANAGEMENT/CONFIDENTIAL EMPLOYEE from fully and faithfully performing the

services required to be performed under this Agreement or constitute a default by District of its obligations under this Agreement.

IV. MODIFICATION

This contract supersedes all prior agreements and understandings between the parties. The parties may, during the term of this contract, mutually agree to modify any of its terms. Any modifications will be in writing, signed by both parties and attached to this document.

IN WITNESS WHEREOF, I affix my signature to this contract as the full and complete agreement between the parties hereto.

Dated: April 27, 2015

Dennis McCallum
BOARD PRESIDENT
LOWELL SCHOOL DISTRICT #71

I hereby accept this offer of employment and agree to comply with the terms and conditions stated hereof in this contract, and to fulfill all the duties of employment as MANAGEMENT/CONFIDENTIAL EMPLOYEE of the Lowell School DISTRICT #71.

Date of Acceptance: _____

Kay Graham

LOWELL SCHOOL DISTRICT #71

PERSONAL SERVICES CONTRACT

FOR

L.D. ELLISON

This contract is made and entered into this 27th day of April, 2015, by and between the Lowell School DISTRICT #71 (hereinafter “DISTRICT”) and **LD Ellison, hereinafter (“MANAGEMENT/CONFIDENTIAL EMPLOYEE”)**.

WHEREAS, the DISTRICT desires to provide the MANAGEMENT/CONFIDENTIAL EMPLOYEE with a written employment contract in order to insure administrative stability and continuity within the DISTRICT which the DISTRICT believes generally improves the quality of the overall educational program;

NOW, THEREFORE, the DISTRICT and the MANAGEMENT/CONFIDENTIAL EMPLOYEE, for consideration herein specified, agree as follows:

I. TERM OF MANAGEMENT/CONFIDENTIAL EMPLOYEE CONTRACT

The DISTRICT hereby offers and the MANAGEMENT/CONFIDENTIAL EMPLOYEE hereby accepts employment as MANAGEMENT/CONFIDENTIAL EMPLOYEE for a one-year (1) term commencing on July 1, 2015 and ending June 30, 2016.

The MANAGEMENT/CONFIDENTIAL EMPLOYEE shall have primary responsibility for **all administrative matters pertaining to the management of the DISTRICT’s Transportation Program.**

The MANAGEMENT/CONFIDENTIAL EMPLOYEE shall abide by all applicable state and federal laws, rules and regulations of the School Board of the DISTRICT.

II. MANAGEMENT/CONFIDENTIAL EMPLOYEE COMPENSATION

A. Total Daily Compensation.

The MANAGEMENT/CONFIDENTIAL EMPLOYEE, **as an “as needed” and part-time employee shall annually provide less than 1038 hours of work. Work shall be done and hours of work will be paid only for tasks authorized by the Superintendent.**

The MANAGEMENT/CONFIDENTIAL EMPLOYEE shall receive **an hourly wage of \$30.00** {But no PERS of Health Insurance}. Because the MANAGEMENT/CONFIDENTIAL EMPLOYEE is retired and/or working on an as needed bases of less **than 1038 annual work hours**, neither the DISTRICT nor the MANAGEMENT/CONFIDENTIAL EMPLOYEE are required to make any PERS contributions on this compensation. The salary shall be distributed in the form of a direct monthly payment, based upon the hours submitted. Within the direct service to the DISTRICT, MANAGEMENT /CONFIDENTIAL EMPLOYEE shall not be entitled to paid holidays or sick leave.

The Governing Board reserves the right to modify the MANAGEMENT/CONFIDENTIAL EMPLOYEE's salary, with the mutual consent of the MANAGEMENT/CONFIDENTIAL EMPLOYEE and ratification by the Governing Board. It is further provided, however, that by so doing, it shall not be considered that a new contract has been entered into or that the termination date of the existing contract has been extended.

B. BENEFITS.

The DISTRICT will pay the MANAGEMENT/CONFIDENTIAL EMPLOYEE'S ordinary expenses in conducting DISTRICT business, within the budget for that purpose and with the approval of the Superintendent.

The DISTRICT shall reimburse the MANAGEMENT/CONFIDENTIAL EMPLOYEE for reasonable, actual and necessary expenses (e.g. meals, registration fees, and air fare) for attendance at conferences approved in advance by the Superintendent, and other functions which directly contribute to the addressing of the DISTRICT'S mission and goals.

The MANAGEMENT/CONFIDENTIAL EMPLOYEE shall be covered under the DISTRICT'S liability insurance that covers other administrative employees.

III. MODIFICATION

This contract supersedes all prior agreements and understandings between the parties.

The parties may, during the term of this contract, mutually agree to modify any of its terms. Any modifications will be in writing, signed by both parties and attached to this document.

IV. TERMINATION OF MANAGEMENT/CONFIDENTIAL EMPLOYEE

Notwithstanding any other provision of this contract and reflective of the status of as needed employee, the School Board, without cause, in its sole discretion, shall have the option to unilaterally terminate this contract upon the provision a 30 day notice to MANAGEMENT CONFIDENTIAL EMPLOYEE.

IN WITNESS WHEREOF, we affix our signatures to this contract as the full and complete agreement between the parties hereto.

Dated: April 27, 2015

BOARD PRESIDENT

I hereby accept this offer of employment and agree to comply with the terms and conditions stated hereof in this contract, and to fulfill all the duties of employment as MANAGEMENT/CONFIDENTIAL EMPLOYEE of the Lowell School DISTRICT #71.

Date of Acceptance: _____

L.D. Ellison

LICENSED COLLECTIVE

BARGAINING

AGREEMENT

2015-2018

Tentative Agreement

April 15, 2015

4:08 pm

**Red
highlighted
font
reflects the
tentative
agreement**

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PREAMBLE

The parties to this Agreement are Lane County School District No. 71 (District) acting by and through its Board of Directors (Board) and the Lane Unified Bargaining Council (Association, Council, or LUBC). It is expressly understood and agreed that the benefits, terms, and conditions of this Agreement apply only to the members of the Lowell Chapter of the Council. Such members are defined in Article 1 below.

ARTICLE 1 - RECOGNITION

1. The Board recognizes the Association as the sole and exclusive bargaining representative, as defined in ORS 243, for all (full and part-time) regular and temporary licensed personnel employed by the District, excluding all substitutes, supervisory, confidential and classified teachers.
2. Contract teacher shall mean anyone who has successfully completed a three (3) year probationary period in the Lowell School District.
3. Substitute teacher shall mean anyone who is employed to take the place of a contract or probationary teacher who is temporarily absent. A substitute may not work for any individual teacher more than sixty (60) consecutive teaching days in the same school year, except for a substitute filling in for a teacher on an approved unpaid leave.
4. Temporary teacher shall mean any licensed individual employed to fill a position designated as temporary or experimental or to fill a vacancy of more than sixty (60) days which occurs after the opening of school, because of unanticipated enrollment or because of death, disability, retirement, resignation, or dismissal of a contract or probationary teacher.
5. The terms, conditions, and provisions of this Agreement are intended to be the entire agreement of the parties, superseding and integrating all previous unmodified/ unchanged agreements and negotiations. They shall not be altered or changed without the written consent of both parties.
6. This Agreement has no effect upon any written or unwritten policies, rules, regulations, practices, or procedures of the District pertaining to any matter not specifically covered in this Agreement.

ARTICLE 2 - GRIEVANCE PROCEDURE

The purpose of this procedure is to provide an orderly method for resolving grievances regarding the meaning, interpretation, or alleged violation of this Agreement. A determined effort shall be made to settle any difference at the lowest possible level in the grievance procedure.

SECTION 1 - DEFINITIONS

- A. "Grievance" shall mean a difference of opinion regarding the meaning, interpretation, or application of the express terms of this Collective Bargaining Agreement.
- B. "Grievant" is the party making the complaint.

- C. "Party in Interest" is either the person or persons, or the Association, making the complaint, or the person or persons against whom the complaint is made; and any person who might be required to take action in resolving the complaint.
- D. "Days" means school district business days.

SECTION 2 - RIGHTS AND RESPONSIBILITIES

- A. Non-Reprisal. Neither the Board nor any member of the administration shall take action against any person because that person availed himself/herself of the rights given under this grievance procedure.
- B. Representation. The grievant may be accompanied at all stages of these procedures by an Association representatives of his/her choosing.
- C. Time Limits. Each grievance must be initiated within fifteen (15) days after the occurrence of the cause for the complaint, or within fifteen (15) days after the grievant knew or should have known ~~became aware~~ of the occurrence or condition of which he/she complains. Pursuant to ORS 342.895 (5), however, a moratorium shall be placed on grievance timelines (while a teacher is on a program of assistance) for any grievances related to evaluation procedures or a program of assistance.

During the summer, all time lines shall be doubled; e.g., five days = ten days, ten days = twenty days. The number of days indicated at each level is considered to be a maximum. Participants in any grievance procedure should make every effort to expedite the process. Time limits specified shall be extended only by mutual agreement.

Failure to initiate a grievance within the time specified shall constitute a waiver of the grievant's right to use these procedures to resolve the grievance.

Failure of the grievant at any level of these procedures to appeal a decision to the next level within the specified period of time shall be deemed an acceptance of the decision.

Failure of an administrative officer or the Board to communicate a decision, in writing, to the grievant within the specified time limit shall be deemed a denial of the grievance and permit the grievant to appeal to the next level.

- D. Written Decisions. All decisions regarding written grievances shall be in writing and shall state the decision with supporting reasons. The written decision shall be promptly delivered to all parties.
- E. Record of Grievances. Records of grievances shall not be filed in the teacher's personnel file, but shall be kept in a separate file maintained for that purpose.
- F. Written Grievances. All written grievances shall state the specific Article and Section of the Agreement which the grievant believes to have been violated, the occurrence which forms the basis for the complaint, and includes a statement of action which the grievant requests in order to resolve the complaint.
- G. School Interruption. Grievances shall be processed at times which do not interfere with assigned duties. If, in the course of investigating or pursuing any grievance, either party or

their respective representatives contact teachers of the District or students while in the school, they shall first contact the building supervisor to define the purpose of the visit and cooperate with the building supervisor in pursuing the investigation. All parties should, if at all possible, avoid interrupting classroom or school activities or involving students in the grievance.

- H. Association Grievance. The Association may process any grievance which affects a group or class of teachers whether or not an individual teacher pursues a grievance arising out of the same occurrence. In the event the Association determines a grievance should be initiated at Level 2 (Superintendent Level), it may so request in writing to initiate such grievance and the grievance may be initiated at Level 2 by mutual agreement of the District and Association.
- I. Confidentiality of Proceedings. All proceeding shall, unless otherwise required by law, be conducted in private and shall remain confidential among the parties in interest.
- J. Exceptions. The following subjects are not within the scope of the grievance procedure:
 - 1. Those Articles and Sections of the Agreement specifically excluded.
 - 2. Administrative and/or Board decisions unless specifically allowed in this Collective Bargaining Agreement.
 - 3. Renewal or non-renewal of a probationary employment contract. However, the District's failure to follow the relevant provisions of ORS 342.815, 342.835 and 342.850 and the evaluation provisions of this Agreement ~~and/or District Policies (GCM/GCN)~~ related to renewal, non- renewal and evaluation of teachers regarding a probationary teacher shall be subject to the grievance procedure up to and including binding arbitration.

SECTION 3 - LEVELS OF GRIEVANCE PROCEDURE

Level 1

- 1. The party with the grievance shall first discuss it with his/her immediate supervisor with the objective of resolving the matter informally.
- 2. If the grievant is not satisfied with the informal disposition of his/her grievance, he/she may file a written grievance with his/her principal or immediate supervisor within ten (10) days of the informal meeting. The principal or immediate supervisor shall render a written decision within ten (10) days of the date on which he/she received the written grievance.

Level 2

- 1. The grievant may, within ten (10) days of receipt of the above decision, appeal the matter to the Superintendent. The grievant's appeal shall be in writing and shall contain a complete record of the grievance to the date of appeal.
- 2. The Superintendent, or his/her designated representative, shall hear the appeal within ten (10) days of the date on which he/she received the written notice of appeal. The grievant shall be given ten (10) days written notice of the time, date and place of the

3. The Superintendent shall render his/her decision within ten (10) days of the date on which the Superintendent's hearing was concluded.

Level 3

The grievant may, within ten (10) days of his/her receipt of the Superintendent's decision, request the teacher Association to submit the grievance to binding arbitration in accordance with the terms and conditions of this procedure. If the Association so elects, it may submit the grievance to binding arbitration within ten (10) days of the date on which it receives the request from the grievant.

If the matter is submitted to binding arbitration, the following rules shall apply:

1. The Superintendent and the Association shall promptly meet to select an arbitrator by mutual agreement. If they are unable to do so within ten (10) days of the date of the demand for arbitration, a list of potential arbitrators shall be selected from the Employment Relations Board (ERB).
2. Following the selection of the arbitrator, except as may be specifically modified by these procedures, subsequent proceedings shall be conducted in accordance with the ERB arbitration procedural rules as established for Teacher Layoff/Recall arbitrations and outlined in OAR 115-085-0010.
3. The arbitrator shall interpret the Collective Bargaining Agreement and determine if it has been violated. The arbitrator shall be without power or authority to render any decision which violates the terms and conditions of the Collective Bargaining Agreement or on any matter which is not within the scope of these grievance procedures, or which violates or would require violation by either party of any law. The arbitrator shall have no power to advise on salary adjustments, except as to the improper application thereof, nor to add to, subtract from, modify or amend any terms of this Agreement.
4. The arbitrator's decision shall be rendered not later than thirty (30) days from the close of the hearing, shall be in writing and contain findings of fact, reasoning, conclusions of law, and orders regarding the issue submitted to arbitration.

The arbitrator's decision, unless it exceeds his/her power or authority under the terms of these procedures and the rules and procedures of the Teacher Relations Board, shall, subject to the provisions of Oregon Revised Statutes 33.2 10-33.340, be final and binding upon all parties.

5. All arbitration proceedings, unless waived by both parties, shall be recorded. They shall be transcribed only upon the request of one or both of the parties. If both parties request a transcript, the cost shall be borne equally by the District and the Association. If only one party requests a transcript, that party shall be responsible for the full cost thereof.
6. The arbitrator's fees and expenses, including the expenses of recording the arbitration proceeding, shall be borne equally by the District and the Association. Each party shall be responsible for his/her own expenses in prosecuting or defending the grievance.

ARTICLE 3 - DISTRICT RIGHTS

The parties agree that the District retains all the customary, usual, and exclusive rights, decision-making, prerogatives, functions, and authority connected with, or in any incident to, its responsibility to manage the affairs of the District, or any part of it, consistent with statutory provisions.

ARTICLE 4 - ASSOCIATION RIGHTS

A. Use of Facilities

1. The Association and its authorized committees shall be permitted, with District approval, to use District facilities for meetings. It shall be the Association's responsibility to notify the school administration of its desire to use District facilities and to cooperate with the administration in scheduling its meetings at such times as the necessary facilities are available. The use of any such facilities shall be in accordance with Board policy and administrative regulations; neither the Board nor the administration will, by policy or regulation, prohibit the use of District facilities so as to defeat the intent of this section.
2. Legally called Association business shall not be allowed on school time nor any OEA/NEA/LUBC state or federal affiliate of the local Association to be allowed to conduct any business with school personnel during school hours except during employees' duty-free lunch time.
3. The Association will not schedule any meetings in conflict with established District meeting dates and/or times.

B. Use of Equipment

1. The Association, through its authorized officers or other designated representatives, shall be permitted, with District approval, to use such office equipment and inter-school mail facilities as are reasonably necessary in distributing information and otherwise performing its duties and responsibilities to its membership.
2. The use of such facilities shall be in accordance with Board policy and administrative regulations, and shall not be done in such a manner that it interferes with the discharge of the duties or responsibilities of any teacher of the District; neither the Board nor the administration will, by policy or regulation, prohibit the use of such facilities so as to defeat the intent of this section.
3. The Association shall maintain a record of all supplies and time of District personnel it uses and reimburse the District for the cost incurred. If the need benefits both parties, no charge will be made.

C. Bulletin Board Space

The Association shall be provided with reasonable bulletin board space for the Association's exclusive use in each school building. All materials placed by the Association on the school

bulletin boards shall be dated and labeled to identify their origination with the Association.

D. Information

Upon written request, submitted to District administration at least two District business days prior to need, the District shall provide to the Association all information which is a matter of public records and/or required by law for the Association to function as bargaining representative. Information which is not readily available will be furnished to the Association providing the Association reimburses the District for any reasonable cost incurred and allows the District a reasonable amount of time to provide such information.

E. Association Leave

The District shall grant the Association and its members an aggregate total of ten (10) days paid leave for Association business. Such leave must be requested by the Association president at least two (2) business days in advance. The Association agrees to pay the District the daily substitute teacher rate for each day used beyond the first five (5) days.

F. District Relations

1. Local Association members who are direct participants (not observers) in negotiations, grievance proceedings or conferences at a District approved meeting during work hours the teacher(s) will suffer no loss of pay. This provision applies to the grievant, two member representatives and witnesses as needed.
2. Upon written request, an Association representative shall be allowed to make a brief announcement at a time determined by the principal at any faculty meeting. The Association shall have the opportunity to suggest items for the agenda of any faculty meeting.
3. Upon written request to the Superintendent made at least five (5) District business days prior to a regular school board meeting, the Association may suggest items for the agenda of such meeting.
4. The Association will be provided with the names and addresses of all new and retiring teachers at least annually. Changes of address, marital status, etc., reported to the Board at a regular meeting will be forwarded to the Association.
5. Not later than September 15 of each year, the Council shall provide to the District a list of the Lowell Chapter officers and the Council's designated representative(s).

G. Fair Share

1. Teachers have the right to join the Association, but membership in the Association is not required as a condition of employment. To assure that all teachers covered by this Agreement are adequately represented by the Association, teachers who do not wish to be members of the Association shall be assessed a fair share amount. The amount shall be equal to the dues of the Lowell Education Association, Oregon Education Association and National Education Association. This amount shall be deducted and distributed by the District Clerk.

2. Any individual teacher objection based on bona fide religious tenets or teachings of the church or religious body of which such teacher is a member, will require the teacher to inform the District and the Association and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to the fair share amount to a non-religious charity.
3. The Association agrees to comply with the requirements of U.S. Supreme Court in Chicago Teachers Union v Hudson, U.S. Supreme Court Case No. 84-1 503, March 4, 1986 as regards notice of chargeable and non-chargeable amounts and will fully advise each Fair Share payer of his/her rights to object to or challenge the Fair Share deduction or the amount thereof.
4. The Association agrees to hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of the District's compliance with this Article provided the District agrees to allow attorney(s) retained by the Oregon Education Association to represent the District, at no cost to the District, in defense of such claims or Suits. The District agrees to correct any District errors within thirty (30) days of verification of such error.

ARTICLE 5 - TEACHER RIGHTS

A. Just Cause

1. No teacher shall be disciplined, reprimanded in writing, or suspended without pay without just cause.
2. **Except as defined in Article 5, (3), no (permanent)** contract teacher shall be dismissed nor have his/her contract non-extended except for the grounds enumerated in ORS 342.865, and in accordance with ORS 342.895.
3. Nothing in this agreement shall be construed to waive the District's right to non-renew a probationary teacher for any reason the District deems in good faith sufficient. It is understood such non-renewals are specifically excluded from the grievance procedure and arbitration.
4. ~~The probationary period of three years is viewed as an extension of the interview process and, as such, the probationary teacher does not retain the due process rights normally associated with permanent (tenured) non-probationary licensed staff.~~ A probationary teacher who has been dismissed or non-renewed may, upon request, be allowed a hearing before the Board in accordance with ~~ORS 342.835.~~ Oregon Statute(s).

B. Representation Rights

1. A teacher shall be entitled to have present a representative of the Association during any meeting which might reasonably be expected to lead to "disciplinary action." **If the administrator has reason to believe the meeting will be of a disciplinary nature, the administrator so shall inform the teacher.** ~~Further, in the event of such a meeting, the teacher shall be advised of the meeting and the right to representation, under this provision of the agreement, prior to the meeting taking place.~~

(a) When a request for such representation is made, no action shall be taken with respect to the teacher, until such representative of the Association is present, except that this request for a representative shall not unduly delay the meeting more than one (1) business day.

(b) In an emergency situation, when the District believes it to be in the best interest of the District, the students, and/or the teacher to remove the teacher from District premises immediately, the District may temporarily suspend the teacher with pay until such time as a discipline-related meeting can be scheduled.

C. Non-Discrimination

The District and the Association agree that they shall not discriminate against any teacher because of age, race, religion, sex, disability, national origin, marital status, or membership or non-membership in the Association. However, ~~an teacher alleging such discrimination must elect to appeal either through the grievance procedure of this contract or through an appropriate agency or court of competent jurisdiction and so notify the District of such election prior to initiating such appeal.~~ grievances under this section may be filed only through Level 2 and not to arbitration. The teacher shall retain any rights to pursue such a discrimination claim through an appropriate agency or court.

D. Academic Freedom

The Association and the District acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to perform their teaching functions as prescribed by the District. Each teacher is expected to adhere to District and State policy and regulations, as well as to adhere to the academic instructional standards expected by the State of Oregon.

E. Safety

1. The District shall make reasonable efforts to maintain all facilities and equipment that provide for a safe work environment by adhering to health and safety standards set by the state and federal government.
2. The District ~~will~~ may organize a safety committee to monitor safety related issues. The committee will have representatives from all teacher groups (K-6, 7-12) his duty and OAR by providing access on the District web site to a copy of this agreement.

G. Criticism of Teachers

All criticism by the administration or Board of a teacher's professional performance shall be confidential.

H. Association Activities

Teachers shall have the right to organize, join, and assist the Association to participate in professional negotiations with the Board through the Association and to participate in other

ARTICLE 6 - PERSONNEL FILES

1. The administration will maintain the official personnel files on each teacher. The official files on teachers are confidential and as such shall be available for inspection only to the supervisory and confidential teachers of the District, the Board's legal counsel, and/or a Board member or members in the lawful conduct of Board business, or as otherwise provided by law.
2. A teacher and/or his/her authorized representative may have the right to review, by prior appointment, all materials in the teacher's personnel file. Such review shall be in the presence of the Superintendent or his/her designated representative. The teacher shall have the right to make copies of material in the teacher's file. The teacher shall reimburse the District for the cost of production.
3. Teachers shall have the opportunity to review all derogatory materials and evaluations before they are made a permanent part of the personnel file. The teacher shall initial such material to acknowledge his/her review or opportunity to review such material. The teacher shall, at the time of review, or within ten (10) working days of review of material, be allowed to attach written comment for inclusion in this file. Evidence upon which the Board relies not recorded in a teacher's personnel file prior to the notice of disciplinary action shall not be used by the Board as a basis for its action.

ARTICLE 7 - COMPLAINT PROCEDURES

A. Definition

A complaint for purposes of this Article, shall be defined as an alleged claim of a negative or critical nature not otherwise covered by this Agreement, made in writing and signed by a parent, student, or other person against a teacher.

B. Notification

If a student, parent, or any other person makes any complaint against a teacher to the administration, the teacher shall be notified of the complaint, in writing, before any action is taken. Such notification will be made within five (5) working days of receipt of the complaint by the administration unless it is impractical to do so within such time limits because of the absence of one or both parties.

C. Level 1 - Principal

Specific details including the name of the complainants will be provided. Students will be exempt from the submission of names. The teacher shall have the right to fully explain his/her side of the matter to the administrative officer handling the complaint. In the teacher's discretion, the teacher shall have the right to request to discuss the matter with the complainant ~~individually or with the complainant~~ and the administrative officer handling the complaint together in an effort to seek an amicable solution.

D. Level 2 - Superintendent

If a solution is not reached, the administrative officer shall notify the teacher of his/her

intended course of action. If the teacher disagrees with the intended course of action, the teacher shall have the right to a meeting with the administrative officer and Superintendent, who shall attempt to resolve the matter and see to it that the parties involved are notified of the administration decision.

E. Level 3 - School Board

1. If this decision is appealed to the Board, the complainant and the teacher may appear before the Board when the Superintendent's administrative recommendation is made. The teacher may, in his/her discretion, write a report of the incident for submission to the Board and the Superintendent.
2. The purpose of this report shall be to define the teacher's recollections and/or perceptions of the incident. It shall not be considered as a complaint or grievance which requires Board or administrative action.

F. Only complaints which the District determines are valid shall be placed in the affected teacher's personnel file.

G. Allegations of child abuse or other criminal conduct will not be considered complaints for purposes of this article and will not be subject to this complaint procedure, unless the District proceeds with an independent investigation of a complaint after resolution has been reached by an outside agency.

All timelines under this provision will be held in abeyance, while a complaint is pending before an outside agency other than the TSPC.

ARTICLE 8 - ASSIGNMENTS, VACANCIES AND TRANSFERS

A. Assignments

1. All teachers will be given written notice of their tentative (grade, class, building, subject and room) assignments for the forthcoming year, before the close of school.
2. If a teacher's assignment is changed after the written notice (in 1) above, the teacher will receive a written notice of his/her new assignment.
3. If a teacher's assignment is changed after the first Friday in August or during the school year, the teacher shall be given two (2) days of paid release time to make appropriate preparations. Such days will be scheduled by the District at a time consistent with classroom preparation needs related to the new assignment. For purposes of this section, a change of assignment will be defined as movement from one elementary grade or class level to another, or from one room or building to another room or building; or at secondary level, a change in curriculum area assignments affecting two (2) or more preparations. Release time will not be provided to teachers at the secondary level if the new preparations have been taught by the teacher within the last five (5) years, unless there has been a District approved change in curriculum for that preparation. Changes in assignment for secondary teachers, beyond the normal areas of responsibility, at the end of a term, shall not be subject to these provisions as long as the teacher is notified at least two weeks in advance of the start of the new term.

B. Vacancies

1. Teachers shall be advised of vacancies during the school year by the posting, in each building, of each position as they become available. The posting shall be for a minimum of seven (7) calendar days before the position is filled, except when such position becomes vacant ninety (90) calendar days or less before the beginning of the school year.
2. During the summer, the District will maintain a current listing of vacancies.
3. Teachers who apply to fill a vacancy will be granted an interview. In-District personnel will be given priority consideration before new applicants and temporary teachers when filling vacancies, although the District reserves the right to make the final selection. Priority consideration means that an in-District candidate shall be hired into the position if he or she is, in the District's discretion, equally or better qualified than the out-of-District candidate.
4. The District will give written notice to in-District applicants of their acceptance or denial into the vacant position. If denied, the teacher may request the rationale for this decision from the hiring administrator.

C. Voluntary Transfers

1. A teacher who wishes to be considered for transfer from his/her present assignment must submit a written request to the District Office no later than March 31 (however, transfer requests will be accepted after this date for specific positions, as they become available). Such request must be signed by the teacher, with a copy sent to the immediate supervisor. The request may include an order of preference for appropriate consideration. The District will acknowledge receipt of the request within ten (10) days. Requests for transfers must be renewed annually.
2. When a vacancy for which a teacher has expressed an interest becomes available, the District will notify the teacher. The teacher will then have **one day (24 hours)** ~~three (3)~~ days to notify the District of his/her interest in the specific vacancy available. **Failure to notify shall not restrict the teacher from being considered for the position.**

D. Administrative Transfer

1. The District reserves the right to make administrative transfers, when in its judgment such action is appropriate. Teachers shall be notified of such assignment change as soon as possible.
2. If requested by either the teacher or the Administration, a conference will be arranged to discuss the reasons for the transfer and the nature of the new assignment. When requested by the teacher, such reasons shall be reduced to writing and it is understood that such reasons shall not be grievable.

ARTICLE 9 - EVALUATION

- A. Teacher evaluation is a function and responsibility of the school administration. Procedures for evaluation are established and may be changed by the District prior to the beginning of any school year in which those changes are to go into effect.
- B. The District will conform to the provisions of law governing teacher evaluation. ~~Failure to follow~~

~~the procedures specified in the District's evaluation manual or contained in District Policy (GCM/GCN) is a grievable matter which may be processed up to and including arbitration, but the substance of the evaluation is not grievable or arbitratable. Any arbitration award shall be directed toward a finding as to whether a violation of procedural requirements exists, and such award shall be filed in the District's grievance file separate from the teacher's personnel file.~~

- C. ~~Unless otherwise agreed upon by the District and Association, at least two (2) of the observations performed for each teacher shall be of no less than thirty five (35) consecutive minutes.~~ (OUTDATED)
- D. The District agrees that, for the life of this contract, the provisions of the evaluation handbook ~~and Board Policy GCM/GCN~~ will remain unchanged unless mutually agreed upon by required by law or mutually agreed upon by the Association and the District. ~~(Permissive to be in the contract)~~
- E. ~~The District and the Association agree to the formation of a District evaluation committee, the purposes of which will be to annually, the review and revision of the District's evaluation procedures. Said committee will be composed of two members selected by the Association, and two members of the administration. Changes proposed by the committee will be effective only upon the agreement of the District and the Association.~~ (Agreement with Association Proposal)
- F: ~~The District agrees to direct the District Evaluation Committee to create a Procedure for the Evaluation of Probationary Teachers to be included in the collective bargaining agreement. This procedure will be created within the first three months of school after this contract begins.~~

~~The procedure will address the following:~~

- ~~a. Clearly identify areas of concern regarding a probationary teacher's performance and offer suggestions to assist teacher in making acceptable progress.~~
- ~~b. Keep the probationary teachers informed as to whether they are making acceptable progress in those areas of concern.~~
- ~~c. A presumption of renewal will exist if the probationary teacher is making adequate progress and has not been informed otherwise by the District.~~ OUTDATED (Agreed with Association Proposal)

ARTICLE 10 - REDUCTION IN FORCE

A. Reduction in Force

Reduction in force shall be in accordance with ORS 342.934. For purposes of this agreement however, it is agreed that District initiated transfers will not adversely affect a teacher whose "competence" would not have been questioned or otherwise jeopardized but for such transfer. Affected teachers shall be notified in writing.

B. Recall

The District will recall teachers in inverse order of their layoff with consideration being given to the criteria set out in ORS 342.934 in the foregoing reduction provision.

1. The right to be recalled shall continue for twenty-seven (27) months following the teacher's last District duty day, unless the teacher has resigned in writing.
2. Notice of recall shall be in writing sent via certified mail to the last address given to the District office by the teacher. Recall notices will also be sent to the Association. A teacher shall have fourteen (14) calendar days from the date the notice of recall was received to notify the District of intent to return. Failure to notify the District of intent to return to work within these time limits shall be considered the resignation of said teacher. He or she must thereafter report on the starting date specified by the District or lose all recall rights, provided that this shall not be less than fourteen (14) calendar days from the date the notice of recall was received.
3. All benefits to which a teacher was entitled at the time of reduction, including unused accumulated sick leave will be restored to the teacher upon the teacher's return to active employment and the teacher will be placed on the step of the salary schedule that the teacher was on at the time of layoff. If the recalled teacher taught for more than half of the year in which he or she was laid off, credit will be given for that year when placing the teacher on the salary schedule following recall.

C. Appeal Procedure

Any appeal from the Board's decision on layoff or recall pursuant to this Article shall be by means of expedited arbitration as follows:

1. The Association shall have ten (10) days from the time the teacher received written notice of layoff to request expedited arbitration. This request shall be in writing.
2. The Association and the District shall then have ten (10) days to select an arbitrator. Failing to do so, the Association shall request that the Employment Relations Board supply the parties with a list of seven (7) arbitrators from which the parties will alternately strike names until one name remains. That individual shall be asked to serve as arbitrator. The arbitration shall be conducted if possible, within one month of the selection of the arbitrator by the parties.
3. The decision of the arbitrator shall be final and binding upon all interested parties, as long as the arbitrator's decision is within his/her jurisdiction. The arbitrator is authorized to reverse the layoff or recall decision made by the District only if the District:
 - a. Exceeded its jurisdiction;
 - b. Failed to follow the procedure applicable to the matter before it;
 - c. Made a finding or order not supported by substantial evidence in the whole record; or
 - d. Improperly construed applicable law.

ARTICLE 11 - CALENDAR AND WORK DAY

It is recognized the District has the responsibility to set the annual school calendar. Prior to adoption of the calendar, teachers will be given the opportunity for input. The recommended calendar will be submitted to the Board of Directors.

Prior to July 1 of each year, the District will provide each teacher with a copy of the tentative school calendar which will include the teacher workdays that are outlined in this article. ~~include the following: day teachers report to work, grading days, work days, two (2) parent/teacher conference days, in service days, school vacation days, and paid holidays. Any changes made in the tentative calendar subsequent to July 1 shall be provided in writing to the Association and all affected teachers.~~

A. Calendar

~~The teacher work year shall not exceed one hundred and ninety four (194) days, including:~~

~~1. For the Elementary:~~

~~175 Student Contact Days: Three of which will be half days to allow for parent/teacher conferences to be scheduled as follows:~~

~~(a) Two 1/2 days after the first grading day~~

~~(b) One 1/2 day after the second grading day~~

~~For the High School:~~

~~Student led parent conferences will be held after the first and third grading periods. High school working hours may be adjusted for the conferences but will not exceed 14 work hours in the two day parent teacher conference period. Teachers who are asked to work in the evening for conferences will be released by noon the following day.~~

~~2. 9 Holidays: Labor Day, Veterans' Day, Thanksgiving Day, the day following Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Presidents' Day and Memorial Day.~~

~~3. Grading Days: One at the end of the first, second and third terms to be used for grading, planning and uninterrupted work time in the classroom and no more than one hour for district directed activities on any one grading day. Grades will be due by 3:30 PM on grading day. However, teachers may make arrangements with the principal to have grades completed and entered into the computer by 8:00 AM the following school day.~~

~~4. 7 In Service/Work Days to be scheduled as follows:~~

~~(a) 4 days immediately prior to opening of school, with no less than 50% of total time to be reserved for teacher preparation.~~

~~(b) 1 full work day for teacher preparation at the end of the second week of school.~~

~~(c) 1 and 1/2 days for in service to be scheduled by the District.~~

~~(d) 1/2 work day for teacher preparation immediately following the close of school.~~

~~5. The statewide in service day shall be a non-contract day, to allow teachers to attend statewide in service functions, if they so choose.~~

B. Work Day

~~The minimum normal workday for teachers shall be from 7:45 am until 3:15 pm. However, it is understood that the teacher's contractual obligations shall not extend beyond a seven and one half (7 ½) hour work day, inclusive of a duty free lunch period of no less than thirty (30) minutes, except for professional duties which may require their attendance beyond these hours. These additional duties shall be limited as follows: Elementary two (2) concerts, two (2) open houses, two (2) parent/teacher conferences, one family night, IEP/committee meetings, and staff meetings; Lowell Junior/Senior High School One (1) open house, two (2) student led parent/teacher conferences, IEP/committee meetings, and staff meetings. Teachers who are required to perform such professional duties described above beyond the regular work day may take an equivalent amount of release time during non-student contact time so long as that release time does not interfere with scheduled meetings or responsibilities. The parties agree that supervision of students is a professional duty whenever students and staff are present anywhere on the school campus. The teacher/pupil contact time within the regular workday will be maintained at a maximum of: Five and one half (5 ½) hours.~~

C. Emergency Closures

- ~~1. When schools are closed because of inclement weather, ice, snow, other emergencies, or hazardous conditions, teachers shall not be required to report to work and will suffer no loss of pay or benefits.~~
- ~~2. When schools are dismissed early due to emergency or hazardous conditions, teachers shall be dismissed as soon as the District determines individual teachers have completed their custodial responsibilities to their students to assure student supervision and safety following the student dismissal.~~
- ~~3. The District may require teachers to "make-up" the days paid for, but not worked, without additional compensation.~~

D. Prep Time

- ~~1. Preparation time during the teacher workday for full time teachers shall be:~~
 - ~~(a) High school and middle school teachers will not have less than one assigned period of preparation time each day of a minimum daily average of forty (40) minutes over a calendar week. High school and middle school teachers shall be required to prepare for no more than (6) subjects per day, plus one focus period per week to be used to meet diploma requirements.~~
 - ~~(b) Elementary Teachers, defined as those teachers who are teaching self-contained grades (Grades 1-3), will have a minimum weekly average of 250 minutes (50 minutes per day), over a calendar week if the district maintains a full time music person. Grades 4-6 will have a minimum weekly average of 225 minutes (45 minutes per day) over a calendar week if the district maintains a full time music person. If the district does not maintain a full time music person, the elementary teachers will have a minimum daily average over a calendar week of forty (40) minutes per day, with at least one continuous block of twenty (20) minutes occurring during the student contact day. For purposes of this section, a scheduled twenty (20) minute or more recess or pull-~~

- ~~out period shall be considered to be a continuous block of at least twenty (20) minutes which satisfies the requirements of this section.~~
- ~~2. This prep time shall be free from regularly scheduled duties. Generally, preparation time is teacher directed time to prepare for instruction except when the principal determines overriding considerations require the teacher to use this time for other school-related activities. In the event the principal assigns a teacher to cover another teacher's class during his or her prep period, the District shall compensate that teacher in the amount of pro-rated substitute pay. It is comprised of all time during the teacher workday not spent in classroom instruction, assigned duty or duty free lunch.~~
- ~~3. In the event of additional academic assignments performed during normal prep period, an equivalent amount of prep time may occur outside of the regularly scheduled work day and this additional amount of time worked will be paid at the teacher's hourly rate of pay. Full-time teachers will be paid at 1/7th of their daily rate of pay as their hourly rate. If a teacher works less than full time, hourly pay is calculated as follows: annual salary divided by number of contract days, divided by work day hours.~~

A. Calendar

The teacher work year shall not exceed one hundred and ninety-five (195) days, including 175 teaching days. The additional 21 20 days shall be addressed as follows:

1. Parent Conference Minimum Days (1 minimum day and 1 full day)
 - a. 1 of the 175 teaching days be a minimum day to allow for parent/teacher conferences. Said day shall be determined by the District and reflected in the approved District calendar.
 - b. 1 of the 195 workdays shall be for parent/teacher conferences. Said day shall be determined by the District and reflected in the approved District calendar.
 - c. Parent Conferences that are held over a two-day period and include an evening conference will not exceed 14 work hours over the two-day parent teacher conference period. Teachers who work in the evening for conferences will be released by noon the following day.
2. 9 Holidays: Labor Day, Veterans' Day, Thanksgiving Day, the day following Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Presidents' Day and Memorial Day.
3. 3 Grading Days: One at the end of the first, second and third terms to be used for grading, planning and uninterrupted work time in the classroom and no more than one hour for district directed activities on any one grading day. Grades will be due by 3:30 PM on grading day. However, teachers may make arrangements with the principal to have grades completed and entered into the computer by 8:00 AM the following school day.
4. 6 full-day and 5 minimum days for In-Service/Work Days to be scheduled as follows:
 - (a) 4 full-day ins-service days immediately prior to opening of school, with no less than 50% of total time to be reserved for teacher preparation.
 - (b) 5 minimum days for In-service professional development.
 - (c) 1 full-day for teacher preparation and planning, on the second Friday following the opening of the school year.
 - (d) 1 work day at the close of the school year. All teachers, grades K-12, will be required to attend the senior high school graduation. Each teacher is free to work a professional

day on the last day of the teacher works year (The teacher will be free to schedule the day's activities, be it at home or work, in any manner they choose and will not be required to defend, in any manner, their activities during this one day.), as long as they attend the graduation festivities

5. 1 Statewide or District in-service day. The determination of the activities that the teacher will be expected to attend shall be mutually agreed upon between the Association and the District.

B. Work Day

1. Teachers will work a professional workday and may leave school at the end of the teacher's workday except when meeting professional responsibilities.

2. The teachers work day shall begin 15 minutes prior to the beginning of the instructional day and shall end 15 minutes after the close of the instructional day.

3. Teachers shall receive a duty- free lunch period of no less than thirty (30) minutes

4. Elementary teachers required instructional day shall begin at 8:00 am and end at 2:45 pm and can be adjusted by the District as long as the direct instructional time is not increased, unless mandated by State Law.

5. Secondary school teachers' instructional day shall begin at 8:00 am and end at 3:01pm and can be adjusted by the District as long as the direct instructional time is not increased, unless mandated by State Law.

6. Supervision duties will be assigned equitably to meet the student supervision and safety requirements of the site.

7. Professional responsibilities may include but are not limited to collaborative meetings, after-school training sessions, IEP meetings and SST meetings. It is expected that teachers will be available, without extra compensation, before and after the instructional day not only for specified meetings but also for consultation with another teacher, administrator or parent, when requested and scheduled in advance by the District.

8. It is expected that teachers shall fulfill the following supplementary professional responsibilities

- a. Two (2) concerts/extra-curricular events determined by the Principal, two (2) open houses/back to school nights, one (1) family night, and no more than 240 minutes of staff meetings each month (average of 60 minutes per week);
 - b. The parties agree that supervision of students is a professional duty whenever students and staff are present anywhere on the school campus.
 - c. Attending the annual high school graduation ceremony

9. The breakdown of the workday/ student day/direct instructional day is as follows:

Secondary School Students (Departmentalized)

1. Students will attend 7 periods of instruction each day at 51 minutes per period (Note: Calculation $357 \times 169 = 60,333 + 6 \times 204 = 1,224$ – Total of 61,557.00 minutes/1025.95 hours.
2. A minimum day will total 204 minutes
3. Teachers will teach 6 periods each day, with a total of not less 52,326 minutes per year. (Note: Calculation $306 \times 169 = 51,714 + 6 \times 204 = 1224$ – Total of 52,938

minutes/882.30 hours). (Note: Students will attend 357 minutes X 169 days = 60,333 + 6 x 204 = 1224 Total = 61,557 minutes per year, which equals 1025.95 hours per year)

Upper Grade (Grades 4-6) School Students (Self-contained)

1. Teachers will teach 61,560 minutes of direct instruction per year (Note: 360 X 169 = 60,840 + 6 X 240 = 1,440 – Total of 62280 minutes/1038 hours) (Note: Reflects a 15 minute morning recess and no recess in the afternoon.)
2. A minimum day will total 240 minutes

Primary Grades (Grades K-3) School Students (Self-contained)

1. Teachers will teach 58,055 minutes of direct instruction per year (Note: 345 X 169 = 56,615 + 6 X 240 = 1,440 – Total of 58,055 minutes/967.59 hours). (Note: Reflects a 15 minute morning recess and a 15 recess in the afternoon.)

C. Emergency Closures

1. When schools are closed because of inclement weather, ice, snow, other emergencies, or hazardous conditions, teachers shall not be required to report to work and will suffer no loss of pay or benefits.
2. When schools are dismissed early due to emergency or hazardous conditions, teachers shall be dismissed as soon as the District determines individual teachers have completed their custodial responsibilities to their students to assure student supervision and safety following the student dismissal.
3. The District may require teachers to “make up” the days paid for, but not worked, without additional compensation.

D. Prep Time

1. Preparation time during the teacher workday for full time teachers shall be:

(a) Secondary teachers will not have less than one assigned period of preparation time each day of a minimum daily average of forty (40) minutes over a calendar week. Secondary school teachers shall be required to prepare for no more than (6) subjects per day, plus one focus period per week.

(b) Elementary teachers will have prep time as follows

Music Prep Time – Once per week for 30 minutes for K-5

Music Prep Time for 6th Grade teacher, 30 minutes 2 days each week

PE. Prep Time for 30 minutes (provided by the 6th Grade teacher) for Grades K-1, 2-3, 4-5

Library Prep Time for 30 minutes, once per week for K-6.

3. 2. This prep time shall be free from regularly scheduled duties. Generally, preparation time is teacher directed time to prepare for instruction except when the principal determines overriding considerations require the teacher to use this time for other school related activities. In the event the principal assigns a teacher to cover another teacher's class during his or her prep period, the District shall compensate that teacher in the amount of pro-rated substitute pay. It is comprised of all time during the teacher workday not spent in classroom instruction, assigned duty or duty-free lunch.

4. **3.** In the event of additional academic assignments performed by secondary teachers during normal prep period, an equivalent amount of prep time may occur outside of the regularly scheduled work day and this additional amount of time worked will be paid at the teacher's hourly rate of pay. Full time teachers will be paid at 1/7th of their daily rate of pay as their hourly rate. If a teacher works less than full time, hourly pay is calculated as follows: annual salary divided by number of contract days, divided by work day hours.

ARTICLE 12 - WORK LOAD

A. Teacher Input

The District agrees to consider teacher input in decisions regarding class schedules, preparations, class load, meetings and in-service.

B. Class Size. The parties recognize the District's right to determine class size. To that end the following has been established:

1. The parties agree to establish an ad hoc Class Size committee to review problems identified by a teacher relating to class size or workload.
2. The Review Committee shall be composed of the Superintendent or his designee, the building Principal, the teacher involved, and an Association representative selected by the Council.
3. The Committee shall be convened within fifteen (15) days from receipt of such request.
4. A report concerning the findings and recommendations of the Committee shall be filed within thirty (30) days with the School Board and the Council.
5. The School Board shall consider the report at its next regular public meeting following receipt of the report.
6. The Board shall notify the teacher and the Council concerning action on the recommendation within five (5) days of such action.
7. Only the procedural aspects of this Article may be subject to the Grievance Procedure.

C. Health Services

1. No medically unlicensed/non-certified bargaining unit member shall be required to provide any service which by law, regulation, or policy must be performed by a medically licensed/certified professional.
2. If a bargaining unit member is required ~~volunteers~~ to provide or assist with ~~such~~ health services for students, the District shall ~~make efforts to~~ provide training to the teacher from a medically licensed/certified professional during normal work hours.

ARTICLE 13 - INSTRUCTION AND PROFESSIONAL DEVELOPMENT

A. Professional Development Fund

1. **The District shall set aside a fund of \$5,000 for full or partial reimbursement of tuition, fees, registrations, textbooks, materials, equipment. Salary and travel expenses are excluded.**
2. **This fund may be used to reimburse eligible (within content-related area or approved by the administration) activities including courses taken at universities or colleges, attendance at workshops, seminars, small school conferences, in-services. Reimbursement will be made upon documentation of expenses incurred. Reimbursement is on a first come, first served basis and is limited to \$800.00 per teacher per year.**
~~In the event all monies above are not used by the end of June of any fiscal year, the remaining monies for that year will be used to reimburse teachers (on a pro-rated basis) for expenses in excess of the standard annual allotment provided that no individual teacher shall receive more than \$1,000.00 in reimbursement in any year. Any balance remaining will revert to the general fund.~~
1. **3.** Teachers on transitional licenses are not required to develop a CPD Plan to participate in this Professional Fund. Funds may be used for activities related to their ongoing licensure requirements.
2. **4.** Teachers who plan to retire prior to their next re-licensure date are not required to develop a CPD Plan to participate in this Professional Fund. Funds may be used for activities related to their current or future assignments (if known), or to the District's Improvement Plan.

B. Distance Learning

It is mutually recognized that "Distance Learning" technologies and programs can offer expanded educational opportunities to the district's students, as well as a shared desire to facilitate the realization of such opportunities. Therefore, the District and the Association agree as follows:

1. The District retains the right to offer courses through "distance learning."
2. Specific "distance learning" classes to be offered shall be determined by the District.
3. The instruction for all "distance learning" classes must be provided by a person holding a valid Teaching License. If the on-site direct supervision is to be provided by a non-licensed teacher, said teacher shall not perform any duties normally reserved for licensed personnel where prohibited by TSPC Rules.
4. During the term of this Agreement, no teacher will be terminated, nor shall the total hours be reduced as a result of the District's utilization of "Distance Learning" or contracting out of these services.

C. Site Based Councils

1. The Board of Directors, in order to improve the quality and effectiveness of education, shall establish school councils at each school in conformance with State Statutes and regulations.
2. The duties of the school councils shall be those prescribed in the Statute.

3. The District shall notify the Association when a school decides to form a school council, and inform the Association about the time frame for such implementation. Such notification shall precede any election of members for school council positions. The Association shall also be permitted to have a representative (non-voting) present as an observer at site council meetings to monitor the issues under deliberation and to provide input on matters affecting or affected by the collective bargaining agreement.
4. A school council, in reaching decisions on matters within its responsibilities, shall not alter, amend or modify the Agreement.
5. The site based school council shall be composed of members, building administrators, classified teachers, and parents or guardians of children attending the school, and the school council may appoint representative(s) from the community at large. Members of each site based council shall be selected by direct secret ballot election of peers.
6. Site based council members will not be scheduled to do any site council work outside the regular workday unless the member(s) individually agree to such an arrangement.
7. The participation or non-participation of members in a site based council shall not be considered a subject for any unfavorable evaluation of member performance. No member shall be subject to discipline or dismissal as a result of participation or non-participation on a site based council. Participation shall be voluntary.

D. Student Evaluation

Teachers shall have the responsibility of grading and evaluating students. The administration shall not change the grade or evaluation of any student without the teacher's approval unless the teacher cannot document the basis for the grade or evaluation **or is in violation of District grading policies and /or procedures.**

E. Student Discipline

1. If the District proposes a change in the District Student discipline procedure, the Association shall be provided with a copy of the proposed change and an opportunity to make recommendations regarding such change prior to its adoption.
2. Both parties agree that teachers and the District bear the mutual responsibility for dealing constructively with problem students. With this in mind, the District will provide teachers with a written student discipline procedure at the beginning of each year. Each building staff will review this procedure annually and may recommend changes in such procedure to the building administrator.
3. The written student discipline procedure shall specify minimum standards of student conduct in the classroom. It shall further specify the circumstances under which a student may be removed from the classroom, including those involving extreme disruptive behavior. Finally, it shall provide for consultation between the teacher and the principal or his/her designee prior to returning the student to class. In the event the principal or his/her designee is not immediately available, **the responsible staff member shall consult with the teacher, prior to returning the student to the classroom.** ~~The student may be returned to class prior to such consultation, except when in the judgment of the teacher the student poses an immediate threat to the health and safety of self, other students, school teachers and/or school property.~~ The principal or his/her designee shall have the final

authority to resolve all student disciplinary matters referred to him/her pursuant to the provisions of this Article. Teachers may request a conference with the Superintendent and their building administrator regarding resolution of differences of opinion on implementation and/or interpretation of the written student discipline policy.

3. The District shall make a good-faith effort to provide teachers to whom the student is assigned timely notice of any physical threat that the student presents to other students or staff.

F. Mentor Teacher

The District may provide a Mentor Program for the purpose of providing support and assistance to inexperienced and/or new District staff within the following parameters:

1. Participation in the Mentor Program is voluntary on the part of both the mentor and the protégé.
2. Selection of a mentor shall be by mutual agreement between the mentor, the protégé and the District.
3. Both the mentor and the protégé will be granted a minimum of ten (10) hours of release time per semester for the purposes of class observations (mentor observing protégé or protégé observing mentor or other colleague) and mutual meeting time. No other teacher will have his/her work load increased in order to provide such release time.
4. Whenever the District requires the mentor and/or protégé to attend meetings, trainings, or work sessions beyond the normal calendar or work day, the mentor and the protégé will be paid at their normal per diem rate. In such cases, the mentor and the protégé will be given a minimum of one (1) week notice. In no case shall the total number of required hours beyond the normal calendar and work day exceed twenty (20) hours per semester.
5. Whenever the District requires the mentor and/or protégé to attend meetings, trainings, or work sessions outside of the District, the District will pay all necessary expenses for both the mentor and the protégé.
6. A member of the Association serving as a mentor shall be paid an annual stipend of \$500.00 as compensation for the extra workload and shall earn one (1) CPD unit for each hour of documented participation.
7. The mentor shall not participate in the evaluation of the protégé and shall not testify in any hearing or procedure regarding the performance or actions of the protégé without the written permission of the protégé.
8. The performance of a teacher in the role of a mentor shall not be subject to evaluation and/or discipline and comments regarding that role shall not be included in the mentor's personnel file without the mentor's written consent.

G. CPD Plans.

1. District and Association Commitment. The District and the Association shall support teachers

in their pursuit of continuing professional development; including but not limited to, activities that assist members to achieve District and/or Individual Goals; to keep current with the development and use of best practices; and to develop ways to enhance learning for a diverse student body.

2. District and Individual CPD Plans

- a. Each teacher will have the right to choose to follow the District's Plan or his/her own Individual Plan. Teachers on transitional licenses or who plan to retire before their next re-licensure date will not be required to participate in a CPD Plan.
- b. Plan Goals shall be developed by the teacher to meet his/her individual needs as related to the District's overall instructional and curriculum program.
- c. CPD Plans, either District or Individual, will not be part of the Evaluation Program for teachers.
- d. Positive student learning outcomes shall be given consideration in the development of a teacher's CPD Plan, but shall not be a requirement for successful completion of any CPD Plan.
- e. The District will provide Certificates of Completion to be applied toward professional development units for all District in-service activities.
- f. Upon verification that a teacher has completed the Plan activities, the District shall not withhold signature on the teacher's TSPC Professional Development Plan.

3. Plan Advisor

- a. The teacher may appoint a Continuing Professional Development Advisor of his/her choice subject to the approval of his/her supervisor.
- b. For a teacher on an individual Plan, the function of the Plan Advisor will be limited to the initial review, but not approval, of the Plan design/modifications and verification that the teacher completed Plan activities. For a teacher on a District Plan, the function of the Plan advisor will be to ensure compliance with the terms of the District Plan, but not approval of the Plan design/modifications, and verification that the teacher completed Plan activities.

4. Continuing Professional Development

- a. When the District's Plan requires participation in training or workshops, the District will pay the fees for that training as well as paying each member ~~his/her an~~ hourly rate of pay **of \$25 per hour** for the time required beyond the regular work day or regular work week. ~~Thirty-five percent (35%) of the Tuition Reimbursement/Professional Development Funds may be used to pay for District required professional development activities.~~
- b. ~~Subject to the approval of the District, tTeachers who choose to attend workshops, conferences, or other professional development activities as part of the Plan will have the option to use Tuition Reimbursement/Professional Development Funds in accordance with Article 13A. Tuition Reimbursement/ Professional Development Funds~~

~~may be used for purposes such as those which apply to their teaching assignments or Re-Licensure/Continuing Professional Development Plan.~~

- c. There will be no restrictions on CPD Plans, expense reimbursement, or release time because of OEA's sponsorship of the activity, workshop, conference, training, etc., in accordance with TSPC guidelines.

5. Professional Development Units

When a teacher completes the required number of PDUs for license renewal, the teacher will not be required to continue any further PDUs. In addition, teachers will not be required to take a minimum number of PDUs a year. Teachers, however, shall be expected to participate in District sponsored in-service and training activities during the normal workday/ calendar which may be offered routinely or as part of the District CPD Plan.

ARTICLE 14 - COMPENSATION

A. Salary

1. The salary schedule shall be increased and attached to this Agreement as Appendix A-1 and are, by reference, incorporated herein and shall be increased by 1% for 2015-2016 school year. The Extra Duty Salary Schedule attached to this Agreement as Appendix B-1 shall be maintained as reflected within B-1.

For the 2015-2016 School Year, should the State of Oregon approve an additional \$200 million dollars or more to the State School Fund for K-12 school districts, or the District's regular education (non-special education students) enrollment increases by 8% or more, the Association and the District agree that negotiations may be reopened regarding the Salary Schedule described in Article 14.

~~(a) The Salary Schedule in Article 14, Section A, paragraph 1 shall be reopened for economic negotiations each spring, with the parties exchanging proposals on or before May 1, 2013, for the 2013-14 school year and May 1, 2014, for the 2014-15 school year.~~

2. Salary Placement/Advancement

- (a) Educational classification steps on the schedule shall be based upon the teacher's education as evidenced by certification of completion of transcripts from the accredited colleges or universities which the teacher attended. Credit for education beyond a Bachelor's degree shall, with administrative approval, be allowed for all courses taken directly related to the teacher's responsibilities.
- (b) The vertical steps on the salary schedules are intended to reflect the number of years during which the teacher has taught or for which credit in another District was given.
- (c) All teachers shall be placed in the column that reflects their total educational credit for all credit hours earned subsequent to meeting all academic requirements for Oregon licensure. Official transcripts for courses approved for salary advancement must be provided to the deputy clerk no later than fifteen (15) calendar days prior to the September pay period. In the case of delay in receiving an official transcript, the District may accept unaltered grade cards subject to verification through the official transcript.

(d) Newly hired teachers shall be placed on the salary schedule at the level for which their educational experience may be verified through official college transcripts. These must be submitted to the deputy clerk no later than fifteen (15) calendar days prior to the first pay period. Returning teachers shall be placed on the longevity step which reflects the number of years teaching experience for which they have received credit by the District. All eligible teachers not at the top step in the schedule shall advance one longevity step per year.

(1) Longevity Step. Newly hired teachers shall be given full credit for teaching experience in other Districts.

(2) Placement on Schedule. Initial contracts shall be issued by the opening day of school, upon conclusion of contract negotiations, or upon the assurance of sufficient funding. The teacher will be advised of his/her placement on the salary scheduled at that time.

(3) Steps on the Salary Schedule. Teachers shall be advanced one vertical step each year if they remain in the District. At the beginning of each school year they shall be advanced horizontally on the educational level to the correct placement, as they acquire and document the required number of hours.

3. Pay Schedules/Draws

(a) Compensation shall be paid in twelve (12) monthly installments due on the fourth Friday of each month, except for July and August. **Teachers that work through the end of the school year, but will not be returning for any reason, will be paid on the fourth Friday in June.**

(b) The monthly payments for the months of July and August shall be paid on the fourth Friday of June.

(c) The Superintendent may use his/her discretion in emergency situations and to allow a teacher to receive a payroll draw up to an amount equal to the net per diem pay earned for a 5 day period.

B. PERS Pickup

1. The District shall pick up, assume and pay a six percent (6%) teacher contribution to the **Public Employee Retirement System** for the teacher members participating in the **Public Employee Retirement System. (Agreement with Association, subject to review by legal counsel for the Association)**

The full amount of required employee contributions picked up or paid by the District on behalf of teachers pursuant to this Agreement shall be considered as "salary" for the purposes of computing a teacher member's "final average salary", but shall not be considered as "salary" for the purposes of determining the amount of teacher contributions required to be contributed pursuant to Oregon Statute. Such picked up or paid teacher contributions shall be credited to teacher accounts pursuant to Oregon Statutes and shall be considered to be teacher contributions for the purposes of Oregon Statutes. (Agreement with Association, subject to review by legal counsel for the Association)

C. Payroll Deductions

1. Upon receipt of written authorization from any teacher, provided a minimum of five (5) teachers request such deductions to a specific company or organization, the District will provide any or all of the payroll deductions as follows:
 - * Group Insurance through OEBB and American Fidelity (health, accident, disability, life)
 - * Tax sheltered annuities through American Fidelity
 - * Regular monthly OEA, NEA, local dues
 - * ~~SELCO Credit Union deductions~~
 - * ~~"EE" Bonds~~
 - * ~~OEBB and/or American Fidelity Group Insurance (health, accident, disability, life, TSA)~~
2. Voluntary deductions from summer checks will be forwarded to the recipient at the time of deduction.
3. The Association agrees to hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of the District's compliance with this Article. However, the District agrees to correct any District errors within thirty (30) days of verification of such error.

D. Expenses and Reimbursements

1. The District will reimburse all teachers for expenses necessarily incurred in the performance of their jobs with the District, including mileage, meals and other expenses. Mileage shall be reimbursed at the IRS rate.
2. Teachers shall normally not be required to use their own vehicle in the performance of their responsibilities for the District, although a teacher may do so voluntarily or when a District vehicle is not available upon prior approval by the Superintendent or administrator in charge.
3. The teacher shall request prior approval of the Superintendent or administrator in charge for any activity which will result in reimbursable expenses. The request shall be in writing on a form provided by the District.
4. Each teacher will be allotted \$150.00 for classroom enrichment supplies. This may be spent without requiring pre-approval. For reimbursement, teachers must provide, to the building administrator, receipts and a justification report linking the materials purchased to the school improvement plan.

E. Extra Duty

1. Teachers will be compensated for extra duty in accordance with the amounts budgeted annually and approved by the Board of Education and included as Appendix B-1 ~~(for 2012-13 only; subject to change by board action for 2013-14 and 2014-15) attached to this agreement and, by reference, incorporated herein.~~ All extra duty personnel will have the option of receiving their extra duty salary in one lump sum at the conclusion of the said extra duty, or in monthly installments. Extra duty personnel will notify the ~~deputy clerk~~

Superintendent or designee in writing of their choice of payment when signing their extra duty contract. Failure to notify at this time will result in automatic monthly installments. Conclusion of extra duty assignments will be verified in writing by the building principal or designee before lump sum payment can be issued to the teachers on the next appropriate monthly pay period.

2. Extra duty contracts shall be considered separate from and not a part of teaching contracts.
3. Teachers will be notified on or before June 15 of the extra duty assignments and compensation amounts that are approved and budgeted by the School Board for the following year. A written job description of each extra duty assignment shall be made available in the Superintendent's office. Any teacher, on or before September 1, may apply for one or more of the extra duty assignments declared available. Selection will be solely the ~~Board's~~ District's discretion. No teacher may hold a paid extra duty assignment in the same sport for the position of varsity and junior varsity coach without mutual agreement between the teacher and the Superintendent/Designee School Board. Bus, dance and activities chaperones and similar single-time duties shall be performed by teachers on a voluntary basis.
 - a. Teachers performing single-time extra duty assignments shall be compensated \$25 per event/duty.
4. Additional academic assignments may be ~~offered assigned~~ by the principal as special needs arise, **with no more than 6 preps per day, that a teacher may elect to take. These are not mandatory assignments.** Teachers will be paid at 1/7th of their daily rate of pay as their hourly rate of pay. If a teacher works less than full time, hourly pay is calculated as follows: annual salary divided by number of contract days, divided by work day hours. The nature of the assignments will be mutually agreed upon by the principal and the teacher and will be detailed in an additional academic assignment contract in advance of the work performed. The agreement can be terminated at any time by ~~either party~~ the District.
5. Middle School and High School Class Activities Coordinators, who engage in fundraising, school dances, student council, prom, graduation, etc., will receive a stipend of \$250.00 for the year, provided they work at least ten (10) hours beyond the normal school year. Coordinators who fail to work the additional ten (10) hours may make up time by chaperoning/ supervising other student activities as approved by their administration.
6. **The District may contract with teachers to perform additional duties beyond their normal teaching assignment at a rate of \$25 per hour. Said assignments shall be beyond their regular teaching assignment (e.g. teaching in an afterschool program, an afterschool unit recovery program, teaching summer school, or in developing curriculum for school wide use). Approval of the Superintendent and a signed letter of agreement between the teacher and the District, regarding the extent of the work assignment, the number of hours approved, and any conditions for payment, plus the pay rate of \$25/hour is required before any compensation is owing for any such work."**

ARTICLE 15 - INSURANCE BENEFITS

- A. ~~Beginning October 1, 2012~~—The District shall contribute \$1,108.00 per month as a fringe benefit to apply toward the composite rate for the ~~ODS and Providence Plans~~ combined medical, dental and traditional vision plan for all eligible teachers and their dependent, based upon the following criteria. If a teacher chooses a plan costing less than \$1,108 per month, the district shall contribute only that lesser amount. Each teacher shall contribute through payroll deduction the balance of the required premium for such coverage on a composite rate basis.
1. For part-time teachers working .50 FTE or greater for over 75% of the school year, the District shall contribute \$1,108.00 per month as a fringe benefit to apply toward the composite rate.
 2. For teachers working under a Temporary Contract, working .50 FTE or greater, the District shall contribute \$1,108.00 per month as a fringe benefit to apply toward the composite rate, beginning the first of the month following their initial contract date. The insurance will end the first of the month following their final work day.
 3. For part-time teachers working less than .50 FTE, the District shall not provide insurance benefits.
1. ~~Section A of Article 15 shall be reopened for economic negotiations each spring, with the parties exchanging proposals on or before May 1, 2013, for the 2013-14 school year and on or before May 1, 2014, for the 2014-15 school year.~~
- ~~1-2.~~ Each teacher will be provided the opportunity to “buy-up” insurance coverage to a lower deductible plan. This provision is dependent on the insurance carrier's ability to provide this option for the group.
- B. Each teacher will pay the full premium price for an Association selected long-term disability plan.
- C. All insurance coverage will be in effect for twelve (12) months for teachers that work at least 75% of the school year. For those working less than 75% of the school year (partial year teachers), coverage shall begin the first of the month following hire date and will end the first of the month following resignation/termination date.
- D. The District shall provide insurance coverage for the domestic partner of teachers subject to the limitations and conditions of the insurance carrier.
- E. The District and the Association agree to convene an insurance committee to study relevant issues and make recommendations regarding insurance coverage and provider(s). The committee shall be composed of two members selected by the teachers' Association, two administrators, and two members selected by the classified Association.

ARTICLE 16 - PAID LEAVES

- A. Sick Leave
1. In accordance with ORS 332.507, teachers shall have ten (10) days per year accumulative sick leave. Any newly hired teacher who was employed in another Oregon school district, shall, upon proper verification, be allowed to transfer sick leave not exceeding 75 days which has been accumulated with the Oregon district in which the teacher was formerly employed.

2. The District will provide each teacher an annual statement of her/his accumulated sick leave by the end of the first payroll period of the school year. New teachers who are eligible for the transfer of sick leave accumulation under Oregon law shall be responsible for providing that information to the District.

B. Family Illness

The District shall allow use of up to five (5) days of accumulated sick leave per occasion, but not to exceed a maximum of ten (10) days in any one school year for an illness in the teacher's immediate family, which for the purposes of this section, shall be defined as a spouse, child, parent, parent-in-law and any other individual who resides in the teacher's immediate household or for whom the teacher has custodial responsibility.

C. Bereavement Leave

Five (5) days of bereavement leave shall be granted for each death in a teacher's immediate family. If out-of-state travel is required, two (2) additional days shall be granted. The teacher's immediate family shall be defined as including the teacher's spouse, children, children-in-law, step-children, grandchildren, parents, parents-in-law, step-parents, brother, sister, brother and sister-in-law, grandparents, aunt, uncle, or any member of the teacher's household.

D. Personal Leave

1. Teachers shall have, separate from sick leave, two (2) days personal leave per year, non-accumulative. The minimum amount of time which may be used on any one occasion shall be one-half day. There need be no reason given for personal leave. Teachers shall, however, notify their immediate supervisor within a reasonable period (24 hours) of time, so that adequate arrangements can be made for a substitute teacher. Application for personal leave may be denied or postponed if adequate substitute arrangements cannot be made or if extreme inconvenience to the education program would likely result from the teacher's absence at that time.
2. Teachers may, at their option, notify their supervisor in advance of their desire to work rather than use their personal leave. In such case, the District will pay current substitute teacher pay to the teacher for that day. Personal leave may not be taken during in-service days without permission of the supervisor. Teachers who wish to be paid for each day of personal leave credited, but not taken, shall notify the District by June 1.

E. Jury or Witness Duty

Any teacher summoned for jury duty or subpoenaed to appear as a witness shall be given full pay while absent as a result thereof. Jury duty pay and witness fees paid to teachers shall be paid to the District.

Money paid to the teacher for mileage and/or similar or related expenses shall be retained by the teacher. The teacher will return to work if he or she is not called to serve on the jury for the day and is notified of that fact by 11:00 AM that day.

F. Professional Leave

Upon prior approval of her/his immediate supervisor, a teacher may be granted paid leave for professional purposes. The administration shall have sole discretion in determining whether any such leave shall be granted and its decision shall be subject to review by the Board, but is not within the scope of the grievance procedures.

ARTICLE 17 - UNPAID LEAVES

- A. Upon prior approval of the Board, any teacher may be granted unpaid leaves of absence to a maximum of two (2) years for the following reasons: education, travel, teacher exchange programs, parental, and medical reasons (physical or mental). A leave of absence shall not affect a teacher's status as a permanent teacher in the District.
- B. A teacher who is granted a leave of absence pursuant to this section shall, upon his/her return to the District, be entitled to the following benefits:
1. The teacher returning from a leave of absence shall be entitled to return to the position which he/she occupied prior to the leave, providing that position is available. If the position is not available, he/she will be placed in a comparable position for which he/she is qualified.
 2. The teacher shall not lose any fringe benefits or unused accumulated sick leave by reason of having taken the unpaid leave of absence. However, such benefits will not accrue during the unpaid leaves of absence. Health insurance coverage premiums shall be the responsibility of the teacher and are subject to the regulations of the insurance provider, except where the employer is required to pay by the Family Medical Leave Act or other law.
 3. The Board may, in its sole discretion, grant the teacher experience for time the teacher was gone pursuant to a leave of absence.
- C. Any Board decision made under this section shall be final, not subject to review, and not within the scope of the grievance procedure.

ARTICLE 18 - GENERAL PROVISIONS

A. Savings Clause

1. Under ORS 243.702, renegotiation of invalid provisions in an agreement, if any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby. Upon request of either the Board or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision, pursuant to ORS 243.698.

B. Compliance Clause

All provisions of this Agreement take precedence over contract provisions of individual teacher contracts.

ARTICLE 19 - STRIKES AND LOCKOUTS

- A. The Association and its members, as individuals or as a group, will not initiate, cause, permit, participate in or join any strikes, work stoppage or slow-down, picketing, or any other restriction of work which affects the District's operations, except as authorized by law.
- B. Teachers in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Association or by any other labor organization when called upon to cross such picket line in the line of duty. This obligation and the obligations set forth above shall not be affected or limited by the subject matter involved in this dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance provisions of this Agreement.
- C. There will be no lockout of teachers in the unit by the District as a consequence of any dispute arising during the term of this Agreement.

ARTICLE 20 - TERM OF AGREEMENT

This Agreement shall be effective July 1, 2015 and shall remain in full force and effect through the 30th day of June, 2018. It shall be automatically renewed from year to year. Either party retains the option of reopening articles within the contract consistent with the procedures described below

Reopeners:

Written notice shall be given by the Association or by the District to commence reopener negotiations during each fiscal year of this agreement no earlier than January 1 of the prior year. Each party shall be afforded the following number of articles to reopen:

2016-2017: Two articles plus Article 14 Compensation and Article 15 Insurance

2017-2018: Two articles plus Article 14 Compensation and Article 15 Insurance

Negotiations on a successor agreement may be reopened by either party on or after January 1, 2018, provided that the parties have complied with public notice requirements.

EXECUTION AND SIGNATURES

Executed this _____ day of _____, 20____, at Lowell, Oregon, by the undersigned officers by the authority of and on behalf of the Lane County School District No. 71 Board of Education and the Lane Unified Bargaining Council.

FOR THE DISTRICT

FOR THE ASSOCIATION

Chairman of the Board

President, Lowell Education Association

District Superintendent

ADDENDUM A - ADDITIONAL EARLY RETIREMENT BENEFITS

It is agreed that the remove this Addendum from the Contract and to place individual agreements with the two parties, with the signatures of all parties, in their Personnel files.

**APPENDIX A-1
LEA Salary Schedule**

<u>Step</u>	<u>BA</u>	<u>BA + 25</u>	<u>BA + 45</u>	<u>BA +60/MA</u>	<u>MA + 25</u>	<u>MA + 45</u>
1	32,674.00	33,719.00	34,798.00	35,912.00	37,061.00	38,247.00
2	33,785.00	34,866.00	35,981.00	37,133.00	38,321.00	39,547.00
3	34,934.00	36,051.00	37,205.00	38,395.00	39,624.00	40,892.00
4	36,121.00	37,277.00	38,470.00	39,701.00	40,971.00	42,283.00
5	37,349.00	38,544.00	39,778.00	41,051.00	42,364.00	43,720.00
6	38,619.00	39,855.00	41,131.00	42,447.00	43,805.00	45,207.00
7	39,932.00	41,210.00	42,529.00	43,890.00	45,294.00	46,744.00
8	41,290.00	42,611.00	43,975.00	45,382.00	46,834.00	48,333.00
9	42,694.00	44,060.00	45,470.00	46,925.00	48,427.00	49,976.00
10	44,145.00	45,558.00	47,016.00	48,520.00	50,073.00	51,675.00
11	45,646.00	47,107.00	48,614.00	50,170.00	51,776.00	53,432.00
12	47,198.00	48,709.00	50,267.00	51,876.00	53,536.00	55,249.00
13	48,803.00	50,355.00	51,976.00	53,640.00	55,356.00	57,128.00
14	-	52,077.00	53,744.00	55,464.00	57,238.00	59,070.00
15	-	-	55,571.00	57,349.00	59,184.00	61,078.00
16	-	-	-	59,299.00	61,197.00	63,155.00

Lowell School District / Lowell Education Association **Appendix B-1: Extra Duty Schedule 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.~~



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, PORTLAND DISTRICT
PO BOX 2946
PORTLAND OR 97208-2946

MAR 25 2015

Real Estate Division

SUBJECT: Department of the Army License No. DACW57-3-95-0024, Dexter Dam and Reservoir

Superintendent Walt Hanline
Lane County School District
Lowell No. 71
65 South Pioneer Street
Lowell, Oregon 97542

Dear Superintendent Hanline:

On November 6, 2014 we sent the enclosed letter requesting administrative fees to process the renewal of the subject license that authorizes the operation and maintenance of a water pump, pipeline and power line for irrigation purposes (enclosure 1). A copy of the expired license and two subsequent amendments are enclosed for your reference (enclosure 2). Upon the completion of the renewal process, we will issue a 25-year easement to replace the 5-year license. It will be effective beginning the day after the date of expiration of the subject license.

Army policy requires the party who actually benefits from the outgrant pay the Army's costs prior to work beginning on the renewal process. A cost estimate has been developed to analyze and prepare documents for the National Environmental Policy Act, the Endangered Species Act, and the National Historic Preservation Act. The cost estimate also includes funds for appraisal services to determine the fair market value of the lands being used as well as oversight of the review process and preparation of the real estate documents by the Real Estate Division. A breakdown of the costs is provided below:

Environmental Branch	\$3,352.11
Real Estate Division	\$2,645.41
Appraisal Services	\$4,000.00
Legal Review	\$800.00
5 percent contingency	\$540.33
Total	\$11,346.84

Enclosed are two copies of Administrative Fee Agreements between Lane County School District, Lowell No. 71 and the Department of the Army for the payment of costs associated with the above outlined actions required to issue the new 25-year easement (enclosure 3). Please sign both copies and return them to the Corps of Engineers, Portland District, ATTN: Real Estate Division, P.O. Box 2946, Portland, OR 97208-2946, along with a check or money order in the amount of **\$11,346.83**, made payable to **F&AO, USAED, Portland**. Upon receipt of the signed agreements and your check or money order, we will begin processing your request. We will also return a fully executed copy of the agreement too you for your records.

Also enclosed is a Taxpayer Identification Form and a Certificate of Authority for completion and return (enclosures 4 and 5).

If you have any questions or require further assistance, you may contact Joyce M. McDonald, Realty Specialist at 503-808-4673 or by e-mail at Joyce.M.McDonald@usace.army.mil.

Sincerely,

A handwritten signature in cursive script that reads "Amanda Dethman".

Amanda J. Dethman
District Chief, of Real Estate
Real Estate Contracting Officer

Enclosures

**AGREEMENT TO PAY ADMINISTRATIVE FEES AND COSTS
IN CONNECTION WITH
THE ISSUANCE OF AN OUTGRANT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
LOWELL SCHOOL DISTRICT #71**

THIS AGREEMENT is entered into this _____ day of _____, 2014, by and between the DEPARTMENT OF THE ARMY (hereinafter "the Government"), represented by the Chief of Real Estate, Real Estate Division, Portland District, U.S. Army Corps of Engineers, and Lane County School District, Lowell No. 71 (hereinafter "Requestor")

WITNESSETH THAT:

WHEREAS, the Requestor desires to use certain real property under the control of the Government;

WHEREAS, 31 U.S.C. 9701 expresses the sense of Congress that each service or thing of value provided by an agency is to be self-sustaining to the extent possible, and 10 U.S.C. Section 2695 authorizes the Government to accept funds provided by Requestor to cover administrative expenses incurred by the Government in entering into and completing the transaction;

WHEREAS, the Government is authorized to, and therefore shall investigate matters relevant thereto, prepare and deliver an easement for the purpose of a water line and pump to the Requestor with respect to the subject real property upon execution of the instrument by the Secretary of the Army or his designate and subsequent to payment by Requestor to the Government of the Government-determined administrative expense; but only after the Government has received the full amount of funds from Requestor sufficient to cover the Government's costs, fees and expenses incurred in providing the real estate services necessary to effect preparation and delivery of the instrument to Requestor (administrative expenses); and

WHEREAS, the Government has determined that its anticipated administrative expenses associated with this transaction are within the range of those normally incurred in completing a real estate interest transfer of the kind proposed, and therefore the Government's administrative expenses anticipated for this transaction have been determined based on an estimate of actual project work.

NOW THEREFORE, the Government and the Requestor agree as follows:

1. Upon execution of this Agreement, Requestor shall pay administrative fees to the Government in the amount of **\$11,346.84**, which represents estimated expenses, including environmental and cultural resource reviews in compliance with the National Environmental Policy Act (NEPA) and preparation of real estate instrument, appraisal fees, etc., the Government anticipates it will incur in preparing and completing the transaction with respect to the real property described in Exhibit "A" attached hereto and made a part hereof.
2. Requestor acknowledges and agrees that: (a) the Government is not authorized to perform any actions in connection with this transaction until the Government has received from Requestor the full amount of administrative fees; and (b) acknowledges and agrees that Requestor may be entitled to a partial or full refund of the administrative fees it has provided to the Government in accordance with Paragraph 1., above, in the event Requestor elects to terminate or suspend performance of this Agreement, elects to not complete the transaction, or for any other reason. (c) In no event shall the Requestor be entitled to a refund if Requestor's application is denied in accordance with Paragraph 3., below, though unused portions of the administrative fee may be returned to the Requestor following a decision for denial.
3. Requestor acknowledges and agrees that: (a) the administrative fees only reflect estimated amounts which the Real Estate Division, Portland District, U.S. Army Corps of Engineers will incur in processing Requestor's application for the instrument and that process may include consultation with, and application review by other elements of the U.S. Army Corps of Engineers responsible for insuring compliance with environmental, cultural, regulatory, or other laws and regulations applicable to the Government's responsibility in managing the subject property; (b) that though no other administrative fees are anticipated to be charged Requestor than those described in Paragraph 1., above, it may become evident during the application process that in order to lawfully transfer the requested interest to Requestor certain requirements must be met, the fulfillment of which could result in additional administrative fees charged to Requestor; and (c) it may become evident during the application process that due to the nature and magnitude of the concerns discovered the Requestor's application for the instrument may be denied altogether.
4. Upon execution of this Agreement in duplicate, Requestor shall return both originals to the Corps of Engineers, Portland District, ATTN: Real Estate Division, P.O. Box 2946, Portland, OR 97208-2946 along with its check for the full amount of administrative fees and made payable to "FAO, USAED, Portland",

whereupon the Government shall forward to Requestor one fully executed original Agreement and begin processing the transaction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Government.

THE DEPARTMENT OF THE ARMY REQUESTOR

By: _____
Amanda Dethman
Acting Chief, Real Estate Division

By: _____

DATE: _____

DATE: _____

Early Retirement Agreement Glenda Green

A. It is agreed to by the Lowell School District (District), the Lowell Education Association (LEA), and Glenda Green (Teacher) that the following will be provided to Glenda Green, upon her reaching the age of 55 through age 61 and subject to receiving PERS retirement.

1. A monthly stipend of \$400 will be paid for seven (7) years, or until the retiree reaches age sixty two (62), whichever comes sooner; and a monthly contribution toward the District's group insurance plan premium (one of the plans currently available to the active bargaining unit members in each year) of up to \$950 will be paid for ten (10) years, until the retiree reaches age 65 or until the retiree becomes Medicare eligible, whichever comes sooner. Any premium cost over \$950 will be the responsibility of the retiree and will be deducted from the monthly stipend or paid by the retiree.

Upon the teacher's death, the monthly stipend payments will be paid to the surviving spouse or domestic partner of the teacher until seven (7) years of payments are made or the teacher would have reached the age of sixty two (62), whichever comes sooner.

2. In the event of the retired teacher's death prior to the age of sixty five (65) the following will apply: If the surviving spouse or domestic partner of the retired teacher, at the time of the teacher's death, is not covered by Medicare, the District will continue to contribute the retiree's specified amount toward the monthly insurance premium for the remainder of the ten (10) years, or until the teacher would have reached sixty five (65) years of age, whichever comes sooner. If the spouse becomes eligible for Medicare during the ten (10) year period of time, the District contribution toward the insurance premium will be terminated at the point of eligibility.

B. Eligibility

1. Teacher must be age 55 through 61, or upon reaching thirty (30) consecutive years of service may elect early retirement by giving sixty (60) days written notice to the District Office. Teacher may retire upon the completion of a semester or the school year in progress at the time of the notice of election.

Executed this _____ day of _____, 20 _____, at Lowell, Oregon, by the undersigned officers by the authority of and on behalf of the Lane County School District No. 71 Board of Education and the Lowell Education Association

FOR THE DISTRICT

FOR THE ASSOCIATION

Chairman of the Board

President, Lowell Education Association

District Superintendent
Representative

Lane Unified Bargaining Council

Glenda Green, Teacher

Early Retirement Agreement Trudy Glander

A. It is agreed to by the Lowell School District (District), the Lowell Education Association (LEA), and Trudy Glander (Teacher) that the following will be provided to Trudy Glander, upon her reaching the age of 55 and subject to receiving PERS retirement.

1. A monthly stipend of \$500 will be paid for seven (7) years, or until the retiree reaches age sixty two (62), whichever comes sooner; and a monthly contribution toward the District's group insurance plan premium (one of the plans currently available to the active bargaining unit members in each year) of up to \$950 will be paid for ten (10) years, until the retiree reaches age 65 or until the retiree becomes Medicare eligible, whichever comes sooner. Any premium cost over \$950 will be the responsibility of the retiree and will be deducted from the monthly stipend or paid by the retiree.

Upon the teacher's death, the monthly stipend payments will be paid to the surviving spouse or domestic partner of the teacher until seven (7) years of payments are made or the teacher would have reached the age of sixty two (62), whichever comes sooner.

2. In the event of the retired teacher's death prior to the age of sixty five (65) the following will apply: If the surviving spouse or domestic partner of the retired teacher, at the time of the teacher's death, is not covered by Medicare, the District will continue to contribute the retiree's specified amount toward the monthly insurance premium for the remainder of the ten (10) years, or until the teacher would have reached sixty five (65) years of age, whichever comes sooner. If the spouse becomes eligible for Medicare during the ten (10) year period of time, the District contribution toward the insurance premium will be terminated at the point of eligibility.

B. Eligibility

1. Teacher, must be age 55 through 61, or upon reaching thirty (30) consecutive years of service may elect early retirement by giving sixty (60) days written notice to the District Office. An eligible teacher may retire upon the completion of a semester or the school year in progress at the time of the notice of election.

Executed this _____ day of _____, 20 _____, at Lowell, Oregon, by the undersigned officers by the authority of and on behalf of the Lane County School District No. 71 Board of Education and the Lowell Education Association

FOR THE DISTRICT

FOR THE ASSOCIATION

Chairman of the Board

President, Lowell Education Association

District Superintendent
Representative

Lane Unified Bargaining Council

Trudy Glander Teacher

Lundy Elementary Heating Fuel Purchases

Lundy Elementary Square Footage: 38,062

MVA Charter West Wing Estimated Square Footage: 6,090 (16%)

Fiscal Year 2013-14					Fiscal Year 2014-15					Over/
Delivered:	Gallons	Amount	Price/Gal	YTD Amt	Delivered:	Gallons	Amount	Price/Gal	YTD Amt	(Under)
9/25/2013	1,500	\$4,651.25	\$3.10083	\$4,651.25	9/24/2014	2,412	\$7,379.51	\$3.05950	\$7,379.51	\$2,728.26
11/26/2013	1,500	\$4,649.25	\$3.09950	\$9,300.50			\$0.00		\$7,379.51	
12/24/2013	2,200	\$7,041.83	\$3.20083	\$16,342.33	12/31/2014	2,201	\$4,400.90	\$1.99950	\$11,780.41	(\$4,561.92)
1/22/2014	1,500	\$4,711.25	\$3.14083	\$21,053.58	2/18/2015	1,501	\$3,391.51	\$2.25950	\$15,171.92	(\$5,881.66)
3/19/2014	1,500	\$4,711.25	\$3.14083	\$25,764.83			\$0.00		\$15,171.92	
Totals	8,200	\$25,764.83	\$3.14205		Totals	6,114	\$15,171.92	\$2.48151		

Lowell High School Heating Fuel Purchases

Lowell High School Square Footage: 27,966

Fiscal Year 2013-14					Fiscal Year 2014-15					Over/ (Under)
Delivered:	Gallons	Amount	Price/Gal	YTD Amt	Delivered:	Gallons	Amount	Price/Gal	YTD Amt	
9/25/2013	3,000	\$9,302.50	\$3.10083	\$9,302.50	9/24/2014	2,249	\$6,880.82	\$3.05950	\$6,880.82	(\$2,421.68)
11/26/2013	2,000	\$6,199.00	\$3.09950	\$15,501.50			\$0.00		\$6,880.82	
12/24/2013	2,300	\$7,361.92	\$3.20083	\$22,863.41	12/31/2014	2,300	\$4,605.85	\$2.00254	\$11,486.67	(\$11,376.75)
1/22/2014	3,000	\$9,422.50	\$3.14083	\$32,285.91	2/18/2015	3,001	\$6,787.76	\$2.26183	\$18,274.43	(\$14,011.49)
3/19/2014	3,000	\$9,422.50	\$3.14083	\$41,708.41			\$0.00		\$18,274.43	
Totals	13,300	\$41,708.41	\$3.13597		Totals	7,550	\$18,274.43	\$2.42045		

Lundy Elementary Electricity Costs

Meter: 50288

Lundy Buildings excluding Cafeteria and Professional Development Center

Fiscal Year 2013-14				Fiscal Year 2014-15				Over/ (Under)
End date	Usage	Amount	YTD Amt	End date	Usage	Amount	YTD Amt	
8/14/2013	2,720	\$276.25	\$276.25	8/14/2014	5,000	\$483.99	\$483.99	\$207.74
9/12/2013	4,960	\$470.00	\$746.25	9/15/2014	6,080	\$579.05	\$1,063.04	\$316.79
10/14/2013	7,960	\$729.49	\$1,475.74	10/15/2014	7,720	\$723.42	\$1,786.46	\$310.72
11/13/2013	9,480	\$860.96	\$2,336.70	11/15/2014	10,080	\$931.16	\$2,717.62	\$380.92
12/12/2013	10,040	\$909.40	\$3,246.10	12/15/2014	10,520	\$969.90	\$3,687.52	\$441.42
1/15/2014	11,320	\$1,020.12	\$4,266.22	1/14/2015	9,480	\$878.34	\$4,565.86	\$299.64
2/12/2014	11,080	\$999.35	\$5,265.57	2/17/2015	11,000	\$1,012.15	\$5,578.01	\$312.44
3/13/2014	10,560	\$954.38	\$6,219.95	3/15/2015	8,120	\$758.64	\$6,336.65	\$116.70
4/14/2014	8,640	\$788.30	\$7,008.25				\$6,336.65	
5/14/2014	8,920	\$829.06	\$7,837.31				\$6,336.65	
6/16/2014	6,400	\$607.23	\$8,444.54				\$6,336.65	
7/14/2014	6,080	\$579.05	\$9,023.59				\$6,336.65	
Totals	98,160	\$9,023.59		Totals	68,000	\$6,336.65		

Lundy Elementary Electricity Costs

Meter: 71082

Lundy Cafeteria and Professional Development Center

Fiscal Year 2013-14				Fiscal Year 2014-15				Over/ (Under)
End date	Usage	Amount	YTD Amt	End date	Usage	Amount	YTD Amt	
8/14/2013	354	\$43.89	\$43.89	8/14/2014	1,341	\$133.07	\$133.07	\$89.18
9/12/2013	1,648	\$152.80	\$196.69	9/15/2014	2,156	\$209.53	\$342.60	\$145.91
10/14/2013	2,158	\$197.80	\$394.49	10/15/2014	2,361	\$229.06	\$571.66	\$177.17
11/13/2013	2,160	\$193.57	\$588.06	11/15/2014	2,102	\$199.88	\$771.54	\$183.48
12/12/2013	1,925	\$173.31	\$761.37	12/15/2014	2,479	\$234.99	\$1,006.53	\$245.16
1/15/2014	1,837	\$175.21	\$936.58	1/14/2015	1,842	\$184.06	\$1,190.59	\$254.01
2/12/2014	1,999	\$190.29	\$1,126.87	2/17/2015	2,374	\$235.23	\$1,425.82	\$298.95
3/13/2014	2,238	\$212.55	\$1,339.42	3/15/2015	2,024	\$201.56	\$1,627.38	\$287.96
4/14/2014	2,453	\$232.57	\$1,571.99				\$1,627.38	
5/14/2014	2,360	\$228.96	\$1,800.95				\$1,627.38	
6/16/2014	2,379	\$230.78	\$2,031.73				\$1,627.38	
7/14/2014	1,430	\$140.88	\$2,172.61				\$1,627.38	
Totals	22,941	\$2,172.61		Totals	16,679	\$1,627.38		

Lowell High School Electricity Costs

Meters: 61924, 70132, 61910, 50287

Includes: main building, modular classrooms, north wing classrooms and woodshop

Excludes: FB scoreboard, irrigation pump, wrestling room, field lights and bus barn

Fiscal Year 2013-14				Fiscal Year 2014-15				Over/ (Under)
End date	Usage	Amount	YTD	End date	Usage	Amount	YTD	
8/14/2013	4,310	\$419.91	\$419.91	8/14/2014	6,368	\$629.62	\$629.62	\$209.71
9/12/2013	7,319	\$677.65	\$1,097.56	9/15/2014	8,318	\$809.66	\$1,439.28	\$341.72
10/14/2013	11,688	\$1,041.62	\$2,139.18	10/15/2014	9,839	\$950.69	\$2,389.97	\$250.79
11/13/2013	13,879	\$1,202.40	\$3,341.58	11/15/2014	11,715	\$1,092.63	\$3,482.60	\$141.02
12/12/2013	25,651	\$2,218.25	\$5,559.83	12/15/2014	17,052	\$1,535.99	\$5,018.59	(\$541.24)
1/15/2014	26,127	\$2,230.29	\$7,790.12	1/14/2015	16,851	\$1,521.91	\$6,540.50	(\$1,249.62)
2/12/2014	25,481	\$2,196.18	\$9,986.30	2/18/2015	18,723	\$1,701.34	\$8,241.84	(\$1,744.46)
3/13/2014	15,010	\$1,346.80	\$11,333.10	3/15/2015	11,494	\$1,074.23	\$9,316.07	(\$2,017.03)
4/14/2014	12,092	\$1,106.98	\$12,440.08				\$9,316.07	
5/14/2014	9,788	\$932.80	\$13,372.88				\$9,316.07	
6/16/2014	6,927	\$691.18	\$14,064.06				\$9,316.07	
7/14/2014	5,288	\$531.29	\$14,595.35				\$9,316.07	
Totals	163,560	\$14,595.35		Totals	100,360	\$9,316.07		

Mountain View Academy
Financial Statement Review
March 2015

General Fund Revenue Highlights:

- Received scheduled SSF payment. Estimated total payments are projected to be \$12,775 over budget due to a slightly higher than projected number of students and rate per student.

General Fund Expenditure Highlights:

- All regular employees (except Corwin) became PERS eligible for the March payroll. Amounts paid were very close to estimated amounts and should remain so through the rest of the year.)
- Salaries are projected to be slightly over budget, primarily due to the addition of an aide that wasn't budgeted.
- Benefits are projected to be under budget by \$8,000. Each category varies but the \$6,000+ favorable adjustment from PERS is mostly responsible for the positive variance.
- Supplies are tracking slightly higher than budget.
- Purchased services are projected to be over budget by \$3,200 primarily due to the unbudgeted E-school contract and some advertising.
- Other is mainly the liability insurance than was underestimated for this year.
- An estimated \$40,000 carryover is projected at this time.

General comments:

- Nine of the twelve months, or 75% of the year has passed. Expenditures are 62.4% of the budgeted amount to date.
- State School Revenue Funding is only 70.5% of budget because the State pays 25% of the annual amount in May 2015.

Activity Fund Highlights:

- Activity Fees spending is over budget however, this is more than covered by the Fees collected.
- An estimated \$2,000 carryover is projected at this time.

Mountain View Charter School
2014-15 Activity Fund Financial Summary
March 31, 2015

	Budget	Actual: Jul-Mar		Projected: Apr-Jun		Projected for Year	Over/(Under) Budget	
Resources								
Activity Fees	23,750	21,977		330		22,307	(1,444)	
Total Revenues	23,750	21,977		330		22,307	(1,444)	
Beginning Fund Balance								
Total Resources	23,750	21,977		330		22,307	(1,444)	
Requirements								
Salaries								
Benefits								
Purchased Services								
Supplies and Materials	7,125	13,856		5,000		18,856	11,731	
Capital Outlay								
Other		48		30		78	78	
Transfers								
Total Expenditures	7,125	13,904		5,030		18,934	11,809	
Contingency/Carryover		8,073				3,373	(13,252)	
Total Requirements	7,125	21,977		5,030		22,307	(1,444)	

Mountain View Charter School
2014-15 General Fund Financial Summary
March 31, 2015

	Budget	Actual: Jul-Mar		Projected: Apr-Jun		Projected for Year	Over/(Under) Budget	
Resources								
State School Fund	484,555	331,138	68.3%	166,192	34.3%	497,330	12,775	2.6%
Donations	15,000	24,317	162.1%			24,317	9,317	38.3%
Fundraising	5,000	382	7.6%			382	(4,618)	-1208.9%
Interest		41		16		57	57	100.0%
Total Revenues	504,555	355,878	70.5%	166,208	32.9%	522,086	17,531	3.4%
Beginning Fund Balance		1,990		-		1,990	1,990	100.0%
Total Resources	504,555	357,868	70.9%	166,208	32.9%	524,076	19,521	3.7%
Requirements								
Salaries	303,080	185,921	61.3%	121,617	40.1%	307,538	4,458	-2.9%
Benefits	81,799	36,517	44.6%	37,199	45.5%	73,716	(8,083)	-9.3%
Purchased Services	67,459	45,350	67.2%	18,904	28.0%	64,254	(3,205)	-0.3%
Supplies and Materials	29,675	29,441	99.2%	4,410	14.9%	33,851	4,176	1.5%
Capital Outlay		-				-	-	-
Other	2,000	4,831		461		5,292	3,292	12.7%
Transfers		-				-	-	0.0%
Total Expenditures	484,013	302,061	62.4%	182,591	37.7%	484,651	638	-3.8%
Contingency/Carryover	20,542	55,807	271.7%	(16,383)	-79.8%	39,425	18,883	180.9%
Total Requirements	504,555	357,868	70.9%	166,208	32.9%	524,076	19,521	3.7%

(1) Includes PERS adjustment of \$6,037.03 in January

Mt. View Academy
Balance Sheet
As of March 31, 2015

	<u>Mar 31, 15</u>
ASSETS	
Current Assets	
Checking/Savings	
100-101 - Banner Checking	87,449.80
100-103 - Petty Cash	400.11
Total Checking/Savings	<u>87,849.91</u>
Total Current Assets	<u>87,849.91</u>
TOTAL ASSETS	<u>87,849.91</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
100-471.001 Federal Withhold	1,134.00
100-471.004 Soc Sec Emp	2,091.08
100-471.005 WBF Assess Emp	54.96
100-473.001 PERS	5,322.36
100-473.002 PERS Pickup	1,571.99
100-473.004 Workers' Comp	-246.38
100-481 Deferred Revenue	8,429.28
24000 - Payroll Liabilities	5,611.99
Total Other Current Liabilities	<u>23,969.28</u>
Total Current Liabilities	<u>23,969.28</u>
Total Liabilities	23,969.28
Equity	
5400-Beg. Fund Balance	1,990.17
Net Income	61,890.46
Total Equity	<u>63,880.63</u>
TOTAL LIABILITIES & EQUITY	<u>87,849.91</u>

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04/09/15

Accrual Basis

Mt. View Academy
Profit & Loss
July 2014 through March 2015

	Jul 14	Aug 14	Sep 14	Oct 14
Income				
100 - Revenues				
1510 - Interest Income	1.19	2.37	5.07	4.80
1760 - Fundraising	0.00	0.00	0.00	0.00
1920 - Donations	13,000.00	0.00	0.00	0.00
3101 - State School Fund Grant	0.00	0.00	79,972.16	42,763.00
Total 100 - Revenues	13,001.19	2.37	79,977.23	42,767.80
200 - Special Revenues				
1740 - Fees	12,945.00	1,875.00	2,815.00	1,630.00
Total 200 - Special Revenues	12,945.00	1,875.00	2,815.00	1,630.00
Total Income	25,946.19	1,877.37	82,792.23	44,397.80
Expense				
100 - Expenditures				
1111 - Elementary				
111 - Licensed Salaries	0.00	0.00	17,566.65	17,566.65
112 - Classified Salaries	0.00	0.00	505.00	935.00
121 - Substitute - Licensed	0.00	0.00	0.00	0.00
122 - Substitute - Classified	0.00	0.00	0.00	0.00
211 - PERS	0.00	0.00	2,234.64	2,234.64
220 - FICA	0.00	0.00	1,382.48	1,415.38
231 - Workers' Compensation	0.00	0.00	84.25	100.68
232 - Unemployment Insurance	0.00	0.00	560.21	573.58
410 - Supplies	0.00	3,705.52	1,271.45	28.96
420 - Textbooks	0.00	1,722.29	6,442.82	2,644.89
Total 1111 - Elementary	0.00	5,427.81	30,047.50	25,499.78
1121 - Middle/Junior High				
111 - Licensed Salaries	0.00	0.00	2,833.33	2,833.33
211 - PERS	0.00	0.00	0.00	0.00
220 - FICA	0.00	0.00	216.75	216.75
231 - Workers' Compensation	0.00	0.00	0.00	15.34
232 - Unemployment Insurance	0.00	0.00	87.83	87.84
410 - Supplies	0.00	411.72	117.98	0.00
420 - Textbooks	0.00	191.37	505.04	286.21
Total 1121 - Middle/Junior High	0.00	603.09	3,760.93	3,439.47
2130 - Health Services				
410 - Supplies	0.00	0.00	0.00	0.00
Total 2130 - Health Services	0.00	0.00	0.00	0.00
2240 - Professional Development				
312 - Instructional Prog. Impr.	0.00	107.55	0.00	360.00
318 - Non-instructional Prg Imp	0.00	0.00	0.00	0.00
Total 2240 - Professional Development	0.00	107.55	0.00	360.00
2310 - Board of Education				
651 - Liability Insurance	0.00	0.00	3,044.67	153.67
Total 2310 - Board of Education	0.00	0.00	3,044.67	153.67
2321 - Executive Administration				
113 - Administrative Salaries	0.00	0.00	2,833.33	2,833.33
114 - Managerial-Confidential	0.00	0.00	1,600.50	1,995.00
211 - PERS	0.00	0.00	744.88	744.88
220 - FICA	0.00	0.00	339.19	369.36
231 - Workers' Compensation	0.00	0.00	21.80	26.98
232 - Unemployment Insurance	0.00	0.00	137.45	149.68
353 - Postage	0.00	9.80	0.00	52.04
354 - Advertising	0.00	0.00	463.66	0.00
410 - Supplies	15.00	534.80	765.61	234.58
460 - Non-consumables	0.00	0.00	0.00	0.00
640 - Dues and Fees	0.00	0.00	327.84	178.04
Total 2321 - Executive Administration	15.00	544.60	7,234.26	6,583.89

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04/09/15

Accrual Basis

Mt. View Academy
Profit & Loss
July 2014 through March 2015

	Jul 14	Aug 14	Sep 14	Oct 14
2520 - Fiscal Services				
389 - Other Professional Svcs	0.00	0.00	4,000.00	2,000.00
410 - Supplies	0.00	0.00	198.43	0.00
Total 2520 - Fiscal Services	0.00	0.00	4,198.43	2,000.00
2542 - Building Maintenance				
321 - Cleaning Services	0.00	0.00	240.00	300.00
324 - Rentals	0.00	0.00	3,450.00	2,300.00
325 - Electricity	0.00	0.00	0.00	500.00
351 - Telephone	0.00	0.00	0.00	286.86
410 - Supplies	0.00	333.11	381.83	260.44
Total 2542 - Building Maintenance	0.00	333.11	4,071.83	3,647.30
2550 - Transportation				
352 - Student transportation	0.00	0.00	0.00	0.00
Total 2550 - Transportation	0.00	0.00	0.00	0.00
2574 - Printing Services				
324 - Copier Rental	0.00	0.00	0.00	401.33
355 - Printing	0.00	0.00	0.00	0.00
Total 2574 - Printing Services	0.00	0.00	0.00	401.33
2661 - Technology Services				
310 - Instr, Prof & Tech Svcs	0.00	0.00	0.00	0.00
460 - Non-consumable Items	0.00	0.00	0.00	0.00
Total 2661 - Technology Services	0.00	0.00	0.00	0.00
Total 100 - Expenditures	15.00	7,016.16	52,357.62	42,085.44
200 - Activity Expenditures				
1111 - Elementary				
410 - Supplies	0.00	504.13	2,312.73	1,157.52
640 - Dues & Fees	0.00	0.00	0.00	0.00
Total 1111 - Elementary	0.00	504.13	2,312.73	1,157.52
Total 200 - Activity Expenditures	0.00	504.13	2,312.73	1,157.52
66000 - Payroll Expenses	0.00	0.00	0.00	0.00
Total Expense	15.00	7,520.29	54,670.35	43,242.96
Net Income	25,931.19	-5,642.92	28,121.88	1,154.84

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Accrual Basis

Mt. View Academy
Profit & Loss
July 2014 through March 2015

	Nov 14	Dec 14	Jan 15	Feb 15
Income				
100 - Revenues				
1510 - Interest Income	4.51	4.53	9.96	7.63
1760 - Fundraising	0.00	0.00	381.50	0.00
1920 - Donations	0.00	1,297.00	10,020.00	0.00
3101 - State School Fund Grant	41,871.00	41,756.00	42,153.00	41,395.00
Total 100 - Revenues	41,875.51	43,057.53	52,564.46	41,402.63
200 - Special Revenues				
1740 - Fees	435.00	600.00	926.50	50.00
Total 200 - Special Revenues	435.00	600.00	926.50	50.00
Total Income	42,310.51	43,657.53	53,490.96	41,452.63
Expense				
100 - Expenditures				
1111 - Elementary				
111 - Licensed Salaries	17,566.65	17,566.65	17,566.65	17,566.65
112 - Classified Salaries	1,190.00	1,544.17	1,085.00	1,670.00
121 - Substitute - Licensed	514.50	171.50	0.00	1,372.00
122 - Substitute - Classified	0.00	0.00	0.00	41.63
211 - PERS	2,234.64	2,234.64	-2,796.74	1,724.64
220 - FICA	1,474.26	1,475.08	1,426.85	1,579.75
231 - Workers' Compensation	105.82	104.79	97.39	112.35
232 - Unemployment Insurance	597.40	597.73	526.13	584.02
410 - Supplies	127.65	276.72	0.00	77.42
420 - Textbooks	2,626.46	135.16	609.15	158.65
Total 1111 - Elementary	26,437.38	24,106.44	18,514.43	24,887.11
1121 - Middle/Junior High				
111 - Licensed Salaries	2,833.33	2,833.33	2,833.33	2,833.33
211 - PERS	0.00	0.00	0.00	0.00
220 - FICA	216.75	216.75	216.75	216.75
231 - Workers' Compensation	13.32	15.22	14.63	15.22
232 - Unemployment Insurance	89.97	87.83	82.17	82.16
410 - Supplies	14.18	31.78	0.00	0.00
420 - Textbooks	291.83	15.02	0.00	0.00
Total 1121 - Middle/Junior High	3,459.38	3,199.93	3,146.88	3,147.46
2130 - Health Services				
410 - Supplies	0.00	0.00	120.81	100.00
Total 2130 - Health Services	0.00	0.00	120.81	100.00
2240 - Professional Development				
312 - Instructional Prog. Impr.	0.00	0.00	246.00	350.00
318 - Non-instructional Prg Imp	75.00	0.00	306.95	975.00
Total 2240 - Professional Development	75.00	0.00	552.95	1,325.00
2310 - Board of Education				
651 - Liability Insurance	153.67	153.67	153.67	153.67
Total 2310 - Board of Education	153.67	153.67	153.67	153.67
2321 - Executive Administration				
113 - Administrative Salaries	2,833.33	2,833.33	2,833.33	2,833.33
114 - Managerial-Confidential	1,995.00	1,815.00	1,192.50	1,560.00
211 - PERS	744.88	744.88	-940.77	574.88
220 - FICA	369.37	355.60	307.98	336.09
231 - Workers' Compensation	27.10	25.81	21.58	24.32
232 - Unemployment Insurance	149.68	144.09	111.82	122.47
353 - Postage	61.65	0.00	0.00	0.00
354 - Advertising	0.00	0.00	132.86	352.00
410 - Supplies	186.72	126.26	160.77	210.10
460 - Non-consumables	0.00	677.71	0.00	0.00
640 - Dues and Fees	59.00	39.00	5.00	5.00
Total 2321 - Executive Administration	6,426.73	6,761.68	3,825.07	6,018.19

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Accrual Basis

Mt. View Academy
Profit & Loss
July 2014 through March 2015

	Nov 14	Dec 14	Jan 15	Feb 15
2520 - Fiscal Services				
389 - Other Professional Svcs	2,000.00	2,000.00	2,000.00	2,000.00
410 - Supplies	0.00	0.00	0.00	0.00
Total 2520 - Fiscal Services	2,000.00	2,000.00	2,000.00	2,000.00
2542 - Building Maintenance				
321 - Cleaning Services	240.00	180.00	240.00	240.00
324 - Rentals	2,300.00	2,300.00	2,300.00	2,300.00
325 - Electricity	250.00	250.00	250.00	250.00
351 - Telephone	93.22	122.22	235.14	124.32
410 - Supplies	192.49	0.00	60.11	185.46
Total 2542 - Building Maintenance	3,075.71	2,852.22	3,085.25	3,099.78
2550 - Transportation				
352 - Student transportation	0.00	0.00	45.00	0.00
Total 2550 - Transportation	0.00	0.00	45.00	0.00
2574 - Printing Services				
324 - Copier Rental	178.00	178.00	178.00	178.00
355 - Printing	426.19	228.54	519.00	0.00
Total 2574 - Printing Services	604.19	406.54	697.00	178.00
2661 - Technology Services				
310 - Instr, Prof & Tech Svcs	0.00	75.00	29.00	29.00
460 - Non-consumable Items	0.00	0.00	0.00	0.00
Total 2661 - Technology Services	0.00	75.00	29.00	29.00
Total 100 - Expenditures	42,232.06	39,555.48	32,170.06	40,938.21
200 - Activity Expenditures				
1111 - Elementary				
410 - Supplies	2,657.51	2,004.50	479.05	2,638.77
640 - Dues & Fees	0.00	0.00	26.13	0.00
Total 1111 - Elementary	2,657.51	2,004.50	505.18	2,638.77
Total 200 - Activity Expenditures	2,657.51	2,004.50	505.18	2,638.77
66000 - Payroll Expenses	0.00	0.00	0.00	0.00
Total Expense	44,889.57	41,559.98	32,675.24	43,576.98
Net Income	-2,579.06	2,097.55	20,815.72	-2,124.35

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Accrual Basis

Mt. View Academy
Profit & Loss
July 2014 through March 2015

	Mar 15	TOTAL
Income		
100 - Revenues		
1510 - Interest Income	1.52	41.58
1760 - Fundraising	0.00	381.50
1920 - Donations	0.00	24,317.00
3101 - State School Fund Grant	41,228.00	331,138.16
Total 100 - Revenues	41,229.52	355,878.24
200 - Special Revenues		
1740 - Fees	700.00	21,976.50
Total 200 - Special Revenues	700.00	21,976.50
Total Income	41,929.52	377,854.74
Expense		
100 - Expenditures		
1111 - Elementary		
111 - Licensed Salaries	17,566.65	122,966.55
112 - Classified Salaries	1,585.00	8,514.17
121 - Substitute - Licensed	686.00	2,744.00
122 - Substitute - Classified	0.00	41.63
211 - PERS	3,798.29	11,664.75
220 - FICA	1,517.58	10,271.38
231 - Workers' Compensation	107.83	713.11
232 - Unemployment Insurance	542.77	3,981.84
410 - Supplies	142.34	5,630.06
420 - Textbooks	564.26	14,903.68
Total 1111 - Elementary	26,510.72	181,431.17
1121 - Middle/Junior High		
111 - Licensed Salaries	2,833.33	19,833.31
211 - PERS	574.88	574.88
220 - FICA	216.75	1,517.25
231 - Workers' Compensation	15.22	88.95
232 - Unemployment Insurance	77.24	595.04
410 - Supplies	0.00	575.66
420 - Textbooks	62.70	1,352.17
Total 1121 - Middle/Junior High	3,780.12	24,537.26
2130 - Health Services		
410 - Supplies	0.00	220.81
Total 2130 - Health Services	0.00	220.81
2240 - Professional Development		
312 - Instructional Prog. Impr.	0.00	1,063.55
318 - Non-instructional Prg Imp	1,343.39	2,700.34
Total 2240 - Professional Development	1,343.39	3,763.89
2310 - Board of Education		
651 - Liability Insurance	153.66	3,966.68
Total 2310 - Board of Education	153.66	3,966.68
2321 - Executive Administration		
113 - Administrative Salaries	2,833.33	19,833.31
114 - Managerial-Confidential	1,830.00	11,988.00
211 - PERS	946.19	3,559.82
220 - FICA	356.75	2,434.34
231 - Workers' Compensation	25.89	173.48
232 - Unemployment Insurance	127.13	942.32
353 - Postage	0.00	123.49
354 - Advertising	0.00	948.52
410 - Supplies	173.67	2,407.51
460 - Non-consumables	0.00	677.71
640 - Dues and Fees	250.25	864.13
Total 2321 - Executive Administration	6,543.21	43,952.63

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Accrual Basis

Mt. View Academy
Profit & Loss
July 2014 through March 2015

	<u>Mar 15</u>	<u>TOTAL</u>
2520 - Fiscal Services		
389 - Other Professional Svcs	2,000.00	16,000.00
410 - Supplies	0.00	198.43
Total 2520 - Fiscal Services	2,000.00	16,198.43
2542 - Building Maintenance		
321 - Cleaning Services	180.00	1,620.00
324 - Rentals	2,300.00	17,250.00
325 - Electricity	250.00	1,750.00
351 - Telephone	124.32	986.08
410 - Supplies	609.60	2,023.04
Total 2542 - Building Maintenance	3,463.92	23,629.12
2550 - Transportation		
352 - Student transportation	0.00	45.00
Total 2550 - Transportation	0.00	45.00
2574 - Printing Services		
324 - Copier Rental	178.00	1,291.33
355 - Printing	236.35	1,410.08
Total 2574 - Printing Services	414.35	2,701.41
2661 - Technology Services		
310 - Instr, Prof & Tech Svcs	29.00	162.00
460 - Non-consumable Items	1,452.12	1,452.12
Total 2661 - Technology Services	1,481.12	1,614.12
Total 100 - Expenditures	45,690.49	302,060.52
200 - Activity Expenditures		
1111 - Elementary		
410 - Supplies	2,101.51	13,855.72
640 - Dues & Fees	21.91	48.04
Total 1111 - Elementary	2,123.42	13,903.76
Total 200 - Activity Expenditures	2,123.42	13,903.76
66000 - Payroll Expenses	0.00	0.00
Total Expense	47,813.91	315,964.28
Net Income	<u><u>-5,884.39</u></u>	<u><u>61,890.46</u></u>

Lowell School District #71
2014-15 General Fund Financial Summary
February 28, 2015

	Budget	Actual: Jul-Feb		Projected: Mar-Jun		Projected for Year	Over/(Under) Budget	
Resources								
State School Fund	2,855,000	1,945,366	69.2%	865,472	30.8%	2,810,838	(44,162)	-1.5% (1)
Property Tax	871,400	842,213	93.2%	61,371	6.8%	903,584	32,184	3.7% (1)
Miscellaneous/Local Revenues	40,000	34,121	83.0%	7,000	17.0%	41,121	1,121	2.8%
Common School Funds	28,000	-	0.0%	29,786	100.0%	29,786	1,786	6.4%
Rent	27,000	16,450	61.7%	10,200	38.3%	26,650	(350)	-1.3%
Small High School Grant	14,000	-	0.0%	14,000	100.0%	14,000	-	0.0%
Indirect Fees on Grants	5,000	811	16.2%	4,189	83.8%	5,000	-	0.0%
County School Funds	4,000	-	0.0%	5,000	100.0%	5,000	1,000	25.0%
Facilities Grant	-	-	0.0%	31,444	100.0%	31,444	31,444	-
Business Services to Charter	-	14,000	70.0%	6,000	30.0%	20,000	20,000	-
Interest	3,400	3,009	67.5%	1,450	32.5%	4,459	1,059	31.1%
Total Revenues	3,847,800	2,855,970	73.4%	1,035,912	26.6%	3,891,882	44,082	1.1%
Beginning Fund Balance	245,000	387,150	100.0%	-	0.0%	387,150	142,150	58.0% (2)
Total Resources	4,092,800	3,243,120	75.8%	1,035,912	24.2%	4,279,032	186,232	4.6%
Requirements								
Salaries	1,407,399	801,911	57.0%	603,834	43.0%	1,405,745	(1,654)	-0.1%
Benefits	980,030	491,952	56.6%	376,480	43.4%	868,432	(111,598)	-11.4% (3)
Purchased Services	417,010	198,384	43.7%	255,223	56.3%	453,607	36,597	8.8% (4)
Supplies and Materials	275,325	200,739	71.0%	81,951	29.0%	282,690	7,365	2.7%
Capital Outlay	10,000	4,048	-	47,000	92.1%	51,048	41,048	410.5% (5)
Other	70,560	78,185	97.5%	2,000	2.5%	80,185	9,625	13.6%
Charter School Payments	538,000	289,305	56.4%	223,290	43.6%	512,595	(25,405)	-4.7% (6)
Transfers	228,539	-	0.0%	295,483	100.0%	295,483	66,944	29.3% (7)
Total Expenditures	3,926,863	2,064,524	52.3%	1,885,260	47.7%	3,949,784	22,921	0.6%
Contingency/Carryover	165,937	-	0.0%	-	0.0%	329,249	163,312	98.4%
Total Requirements	4,092,800	2,064,524	48.2%	1,885,260	44.1%	4,279,032	186,232	4.6%

(1) Assessed valuation increased 5.4% over the prior year. The additional local revenue reduces the amount from the state school fund.

(2) 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 were also more than anticipated.

(3) Significant health care savings due to employees' personal health insurance decisions and staff FTE being charged to funds outside of the general fund.

(4) Includes more special education expenditures allocated to the General Fund to help meet MOE requirements.

(5) Weight room and football field renovations.

(6) Based on current average ADMr figure of 85 and 19 students from other districts without open enrollment agreements.

(7) Transfer to Capital Projects Fund to cover construction expenditures in excess of loan proceeds.