

# Lowell School District

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

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

July 24, 2017

Professional Development Center

6:00 pm - Executive Session

7:00 pm - Public Session

### **AGENDA**

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

#### **1.0 OPENING BUSINESS—Professional Development Center—6:00 pm**

1.1 Call to Order

1.2 Public Comment on Executive Session Topics

1.3 Convene to Executive Session Pursuant to ORS 192.660: Executive Session topics pursuant to ORS 192.660(2)(i), ORS 192.660 (2) (d), and ORS 192.660 (2)(f)

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

2.1 Pursuant to ORS 192.660(2)(i)

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

2.1.1 Discussion of Superintendent's Annual Objectives and Evaluation Process

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

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

2.3 Pursuant to ORS 192.660 (2)(f)

To consider records exempt by law from public inspection.

2.4 Return to Public Session

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

3.1 Public Session Call to Order

3.2 Pledge of Allegiance

3.3 Attendance:

\_\_\_ Joyce Donnell

\_\_\_ Dennis McCallum

\_\_\_ Suzanne Kintzley

\_\_\_ Mike Galvin

\_\_\_ Jim Chapman  
\_\_\_ Walt Hanline, Ed. D., Superintendent  
\_\_\_ Kay Graham, Secondary Principal  
\_\_\_ Johnie Matthews, Elementary Principal  
\_\_\_ TBA, Student Body Representative  
\_\_\_ Michelle Stephens, Assistant to the Superintendent  
Approval of Agenda – July 24, 2017  
Recommendation: Approval of Agenda  
MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

#### 4.0 **COMMUNITY/SCHOOL PRESENTATIONS**

##### 4.1 Swearing in of Elected Board Members

- 4.1.1 Joyce Donnell
- 4.1.2 Mike Galvin
- 4.1.3 Jim Chapman

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

#### 5.0 **PUBLIC COMMENT**

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

#### 6.0 **CONSENT AGENDA—consolidated motion**

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

6.1 Board Minutes from June 19, 2017 Board Meeting (Attachment)

6.2 Ratification of Employment (Attachment)

6.3 Check Register: 30167-30309 (Attachment)

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

#### 7.0 **ACTION DISCUSSION**

7.1 Recommendation: Approve the Election of the Lowell School Board Chair  
Chair: \_\_\_\_\_

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

7.2 Recommendation: Approve the Election of the Lowell School Board Vice Chair  
Vice Chair: \_\_\_\_\_

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

7.3 Recommendation: Approve the 2017-18 Lowell School Board Calendar—(Attachment)

7.4 Designate the location of the 2017-18 Lowell School Board Meetings: Professional Development Center, Lundy Elementary

7.5 Designate the Lowell School District Chief Administrative Officer: Walt Hanline

7.6 Designate the Lowell School District Business Manager/Chief Financial Officer: Dave Standridge

7.7 Designate the Lowell School District Budget Officer(s): Walt Hanline, Dave Standridge

7.8 Designate the Custodian(s) of District Funds: Walt Hanline, Kay Graham, Board Chair, and Johnie Matthews

7.9 Designate fidelity bond amounts and employees to be bonded: \$250, 000 and all employees are bonded

7.10 Designate bank or banks as the depository of district funds: Banner Bank, Oregon State Treasury (Local Government Investment Pool)

7.11 Designate the Auditor for Lowell School District: Accuity, LLC

7.12 Designate the Legal counsel for Lowell School District: Hungerford Law Firm

7.13 Designate the Insurance Agent and Agency of record for the Lowell School District: WHA Insurance Agency Inc. – Tammy Fitch and Jake Stone

7.14 Designate the Newspaper of Record for official district notices: The Register Guard

7.15 Appoint the members of the Budget Committee

Budget Committee Members:

1. Jerry Bjornstad
2. Heather Jalof
3. Jim Martini
4. Warren Weathers
5. Jared Cobb

7.16 Establish daily rate of pay for substitute teachers: \$178.35 per day

7.17 Establish minimum rent/lease payments for district owned property: Unit 109: \$819.00/month; Unit 118: \$709.80/month; Unit 121: \$1050.00/month; 60 S. Pioneer: \$850.00/month

7.18 Establish mileage rate for travel in private vehicles on approved district business: Board Policy BHD, DLC-AR/IRS Established rate (Attachment)

7.19 Designate district fees:

7.19.1 Use of facilities: Board Policy KG and KG-AR (Attachment)

7.19.2 Activity/sports participation: No Fee

7.19.3 Meals: Adults: Breakfast \$2.75, Supper \$3.75; Lundy students: Free; Mt. View Academy and Bridge Charter Academy: \$2.85 and waived fee for those who qualify for reduced lunch rates; Lowell Jr. and Sr. High: Free

Recommendation: Approve items 7.3 through 7.19.3: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

7.20 Recommendation: Approve adjustment of administrative compensation and report on John VonDoloski's contract—Presented by Dr. Hanline and Mr. Matthews (Attachment)  
Explanatory Statement: Lowell School Board approval is required for Personal Services Contracts (Board Policy DJCA)  
MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

## **8.0 INFORMATION AND STUDY**

8.1 1<sup>st</sup> Reading of Policy:

April Policy Update: CBG, EFA, EFA-AR, EFAA-AR, GBH/JECAC, GBMA, GCBDA/GDBDA, GCBDA/GDBDA-AR(1), GCBDA/GDBDA-AR(2), GCBDA/GDBDA-AR(3)(a), GCBDA/GDBDA-AR(3)(b), GCBDA/GDBDA-AR(3)(c), GCBDA/GDBDA-AR(3)(d), GCBDA/GDBDA-AR(4), GCBDA/GDBDA-AR(5), GCBDA/GDBDA-AR(6), GCBDA/GDBDA-AR(7), JECAC/GBH

June Policy Update: EBBB, EFA, EFAA-AR, GBI, GBI-AR, GCPB/GDPB, IKF, IFA

ESSA update: DDB, DDB-AR, DDC, EEA, GCI/GDI, GDA, IGBAC, IGBAK, IGBC, IGBC-AR, IGBHE, IGBI, IGCA, JECBB, JECBB-AR, JECC, JECF, JCF, JHC, KI, KAB, KAB-AR, KI, LBE, LBE-AR

8.2 Report on OSBA Summer conference—Presented by Conference Attendees

8.3 Report on Principal Recruitment Timeline—Presented by Mr. Matthews (Attachment)

8.4 Facility Update/Report—Presented by Mr. Matthews

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

8.6 Bridge Charter Academy Report—Presented by Mr. Matthews

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

8.8 Bridge Charter Academy Financial Report—Referred by Ms. Weathers (Attachment)

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

8.10 Activities Fund Report—Referred by Ms. Weathers (Attachment)

8.11 Student Body Representative Report—Presented by Ms. Byrne

8.12 Secondary Principal's Report—Presented by Ms. Graham

8.13 Elementary Principal's Report—Presented by Mr. Matthews

8.14 Superintendent's Report—Presented by Dr. Hanline

8.15 Board Members' Report

## 9.0 **ADJOURNMENT**

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

# Lowell School District

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

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

June 19, 2017

Professional Development Center

6:00 pm - Executive Session

6:45 pm – Budget Hearing followed by Supplemental Budget Hearing

7:00 pm - Public Session

## **MINUTES**

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

### **1.0 OPENING BUSINESS—Professional Development Center—6:00 pm**

- 1.1 Call to Order
- 1.2 Public Comment on Executive Session Topics
- 1.3 Convene to Executive Session

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

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

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

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

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

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

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

To consider records exempt by law from public inspection.

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

#### **2.4 Return to Public Session/Public Hearing**

### **3.0 BUDGET HEARING (PUBLIC HEARING)—Professional Development Center—6:45 pm**

#### **3.1 2017-2018 Lowell School District Budget and Tax Levy (Attachment)**

#### **3.2 Public input and discussion**

#### **3.3 Close budget and tax levy hearing**

- Closed at 6:48

##### **3.3.1 Open Public Hearing 2016-2017 Supplemental Budget**

###### **3.3.1.1 2016-17 Supplemental Budget (Attachment)**

###### **3.3.1.2 Public input and discussion**

3.3.1.3 Close budget hearing

- Closed at 6:50 pm

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

4.1 Public Session Call to Order

4.2 Pledge of Allegiance

4.3 Attendance:

\_\_\_ Joyce Donnell, Chair

\_\_\_ Dennis McCallum, Vice-Chair

AB Suzanne Kintzley

\_\_\_ Mike Galvin

\* Jim Chapman—Mr. Chapman arrived after the 8.4 vote at 7:05

\_\_\_ Walt Hanline, Ed. D., Superintendent

\_\_\_ Kay Graham, Secondary Principal

\_\_\_ Johnie Matthews, Elementary Principal

AB Chelsea Byrne, Student Body Representative

\_\_\_ Michelle Stephens, Assistant to the Superintendent

Approval of Agenda – June 19, 2017

Motion: Approval of Agenda

MOTION: Dennis McCallum 2<sup>nd</sup>: Joyce Donnell AYES: 3 NOES: 0 ABSTAIN: 0

**5.0 COMMUNITY/SCHOOL PRESENTATIONS**

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

**6.0 PUBLIC COMMENT**

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

Lilly represented the 2017-18 senior class regarding the senior trip. They would like to gain approval to be able to begin fund raising and get their class involved in the process earlier and set a new standard for the senior class. The board gave informal approval to move ahead with their plans.

**7.0 CONSENT AGENDA—consolidated motion**

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7.1 Board Minutes from May 22, 2017 Board Meeting (Attachment)

7.2 Check Register: 30050-30165 (Attachment)

7.3 Ratification of Employment Form (Attachment)

MOTION: Mike Galvin 2<sup>nd</sup>: Dennis McCallum AYES: 3 NOES: 0 ABSTAIN: 0

## 8.0 **ACTION DISCUSSION**

8.1 Motion: Approve Resolution 2016-17-7 to Adopt the 2016-17 Supplemental Budget—Referred by Mr. Standridge; Presented by Dr. Hanline (Refer to Attachment 3.3.1.1)

Explanatory Statement: All fiscal decisions must be approved by the Lowell School Board

MOTION: Dennis McCallum 2<sup>nd</sup>: Mike Galvin AYES: 3 NOES: 0 ABSTAIN: 0

8.2 Motion: Approve Resolution 2016-17-8 to Adopt the 2017-18 Budget and Certify the Tax Levy—Referred by Mr. Standridge; Presented by Dr. Hanline (Refer to Attachment 3.1)

Explanatory Statement: All fiscal decisions must be approved by the Lowell School Board

MOTION: Mike Galvin 2<sup>nd</sup>: Dennis McCallum AYES: 3 NOES: 0 ABSTAIN: 0

8.3 Motion: 1<sup>st</sup> and 2<sup>nd</sup> reading and approval of Wellness Policy EFA—Presented by Dr. Hanline (Attachment)

Explanatory Statement: Board approval is required for all policy adoption

MOTION: Dennis McCallum 2<sup>nd</sup>: Mike Galvin AYES: 3 NOES: 0 ABSTAIN: 0

8.4 Motion: Approve Bridge Charter Academy Board of Directors:

- John VonDoloski
- Ben Silebi
- Kellen Sherwood
- Aaron Beldner
- Jasmine Brazill
- Amber Hansen

Explanatory Statement: Per Charter agreement, Lowell School Board must approve the BCA board of directors

MOTION: Mike Galvin 2<sup>nd</sup>: Dennis McCallum AYES: 3 NOES: 0 ABSTAIN: 0

8.5 Motion: Approve Lowell/Fall Creek Foundation Board of Directors:

- Diane Stephens
- Donna McCallum
- Maureen Weathers
- Warren Weathers
- Vallie Todd
- Christine Beldner
- Sharon Carroll,
- Alvin Riggs

Explanatory Statement: Lowell School Board must approve the Lowell/Fall Creek board of directors

MOTION: Mike Galvin 2<sup>nd</sup>: Jim Chapman AYES: 4 NOES: 0 ABSTAIN: 0



8.6 Motion: Approve Lowell School District sponsoring a preschool scholarship program—  
Recommended by Mr. Chapman; Presented by Mr. Matthews

Parameters for sponsoring the pre-school scholarship program:

- Qualification equal to the Head Start qualifications for Scholarships/enrollment;
- Lowell school district students would have priority;
- Lowell would sponsor scholarships not to exceed \$18,000;
- The scholarship would only be used for 4 year olds;
- This is a pilot program for the 2017-18 school year

Explanatory Statement: Mr. Chapman would like to discuss the advantages of having a pre-school that is low cost/free in this community because other resources have not been available

MOTION: Jim Chapman 2<sup>nd</sup>: Mike Galvin AYES: 4 NOES: 0 ABSTAIN: 0

## 9.0 **INFORMATION AND STUDY**

9.1 Facility Update/Report—Presented by Mr. Matthews

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

9.3 Bridge Charter Academy Report—Presented by Mr. Matthews

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

9.5 Bridge Charter Academy Financial Report—Referred by Ms. Weathers (Attachment)

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

9.7 Activities Fund Report—Referred by Ms. Weathers (Attachment)

9.8 Student Body Representative Report—Presented by Ms. Byrne

9.8.1 Introduction of New Student Body Representative

9.8.2 Recognition of Ms. Byrne's Service to the Board

9.8.3 Review of the role and expectations of a Student Board Member

- Neither Ms. Byrne or her replacement were able to attend the meeting

9.9 Secondary Principal's Report—Presented by Ms. Graham

9.10 Elementary Principal's Report—Presented by Mr. Matthews

9.11 Superintendent's Report—Presented by Dr. Hanline

9.12 Board Members' Report

## 10.0 **ADJOURNMENT**

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6.2	Name	Site	Position	Action	Salary	Effective
6.2a	Aaron Manfrede	Lowell SD	Secretary I, Educational Assistant & Summer Recreation Program Assistant	Voluntary Resignation		June 28, 2017

\_\_\_\_\_  
Board Secretary Signature  
Approved:

SUNGARD PENTAMATION  
 DATE: 07/11/2017  
 TIME: 13:59:30

LOWELL SCHOOL DISTRICT #71  
 CHECK REGISTER - BY FUND

PAGE NUMBER: 1  
 ACCTPA21

SELECTION CRITERIA: transact.ck\_date between '20170601 00:00:00.000' and '20170630 00:00:00.000'  
 ACCOUNTING PERIOD: 1/18

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	30166	06/02/17	2599	AMY PETERS	1002554000000000	410	BUS FIRST AID SUPPL	0.00	17.12
A101	30167	06/02/17	2584	BANNER BANK	1001131000050000	410	KINDER TXTBKS	0.00	192.49
A101	30167	06/02/17	2584	BANNER BANK	1001111000000000	410	SCIENCE FAIR MEDALS	0.00	201.29
A101	30167	06/02/17	2584	BANNER BANK	1002410000000000	410	OFFICE RECEIPTS	0.00	201.99
A101	30167	06/02/17	2584	BANNER BANK	1002410000000000	340	CONF FD, TCHR APP,	0.00	752.19
A101	30167	06/02/17	2584	BANNER BANK	1002321000000000	340	WH LUNCH MEETINGS	0.00	149.72
A101	30167	06/02/17	2584	BANNER BANK	1002520000000000	410	POSTAGE	0.00	6.59
A101	30167	06/02/17	2584	BANNER BANK	1002525000000101	640	MAY PAYROLL	0.00	24.00
A101	30167	06/02/17	2584	BANNER BANK	1002321000000000	340	BOARD MEETING FOOD	0.00	31.27
A101	30167	06/02/17	2584	BANNER BANK	1002542000000000	410	PENCIL SHARPENERS	0.00	59.96
A101	30167	06/02/17	2584	BANNER BANK	100	A199	C2SL SUPPLIES	0.00	65.49
TOTAL CHECK								0.00	1,684.99
A101	30168	06/02/17	2616	CINTAS	1002542000000000	410	JANITORIAL	0.00	205.35
A101	30168	06/02/17	2616	CINTAS	1002542000000000	410	JANITORIAL	0.00	206.47
A101	30168	06/02/17	2616	CINTAS	1002542000000102	410	JANITORIAL	0.00	2.80
TOTAL CHECK								0.00	414.62
A101	30170	06/02/17	1138	COSA	1002240000000000	312	EDGERTON CONF	0.00	250.00
A101	30170	06/02/17	1138	COSA	1002240000000000	312	HANSEN CONF	0.00	250.00
TOTAL CHECK								0.00	500.00
A101	30172	06/02/17	1128	EUGENE SCHOOL DISTR	1002130000000000	390	THERAPY SERVICES	0.00	800.12
A101	30173	06/02/17	2572	GREG ERICKSON	1001111000000060	410	SCIENCE SUPPLIES	0.00	66.31
A101	30174	06/02/17	1884	JASPER MOUNTAIN	1001281000320000	371	APRIL TUITION	0.00	1,197.00
A101	30175	06/02/17	1071	JERRY'S BUILDING MA	1002543000000000	410	EDGER PART/TRIMMER	0.00	98.87
A101	30175	06/02/17	1071	JERRY'S BUILDING MA	1002542000000000	410	MISC BLDG MNTNCE	0.00	112.33
A101	30175	06/02/17	1071	JERRY'S BUILDING MA	1002542000000000	410	DOOR REPAIR, OTHER	0.00	261.67
A101	30175	06/02/17	1071	JERRY'S BUILDING MA	1002542000000000	410	MISC REPAIRS HS	0.00	429.31
A101	30175	06/02/17	1071	JERRY'S BUILDING MA	1002542000000000	410	RETURN	0.00	-9.99
TOTAL CHECK								0.00	892.19
A101	30177 V	06/02/17	1085	LANE COUNTY UMPIRES	1002574000000000	410	COPIES	0.00	-300.59
A101	30177	06/02/17	1085	LANE COUNTY UMPIRES	1002574000000000	410	COPIES	0.00	300.59
TOTAL CHECK								0.00	0.00
A101	30178	06/02/17	1752	OFFICE DEPOT	1002410000000000	410	SUPPLIES	0.00	34.23
A101	30178	06/02/17	1752	OFFICE DEPOT	1002410000000000	410	PAPER	0.00	67.96
A101	30178	06/02/17	1752	OFFICE DEPOT	1002410000000000	410	SUPPLIES	0.00	71.06
TOTAL CHECK								0.00	173.25
A101	30179	06/02/17	2370	SHERWIN-WILLIAMS	1002554000000000	410	PAINT	0.00	465.00
A101	30180	06/02/17	2518	SILKE COMMUNICATION	1002554000000000	640	JUNE RADIO SERVICE	0.00	270.48
A101	30181	06/02/17	2655	STAPLES ADVANTAGE	1002542000000000	410	SUPPLIES	0.00	15.90
A101	30181	06/02/17	2655	STAPLES ADVANTAGE	1002542000000000	410	SUPPLIES	0.00	17.57
A101	30181	06/02/17	2655	STAPLES ADVANTAGE	1002542000000000	410	SUPPLIES	0.00	35.54

SUNGARD PENTAMATION  
 DATE: 07/11/2017  
 TIME: 13:59:30

LOWELL SCHOOL DISTRICT #71  
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PAGE NUMBER: 2  
 ACCTPA21

SELECTION CRITERIA: transact.ck\_date between '20170601 00:00:00.000' and '20170630 00:00:00.000'  
 ACCOUNTING PERIOD: 1/18

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	30181	06/02/17	2655	STAPLES ADVANTAGE	1002542000000000	410	TELESCOPIC POLE	0.00	58.56
TOTAL CHECK								0.00	127.57
A101	30184	06/06/17	2584	BANNER BANK	1002554000000000	410	CAR WASH SOLUTION	0.00	3.99
A101	30184	06/06/17	2584	BANNER BANK	1002410000000000	353	POSTAGE TO RETRN IT	0.00	24.25
A101	30184	06/06/17	2584	BANNER BANK	1001131000050000	410	OR SHAKESPEARE TKTS	0.00	66.00
A101	30184	06/06/17	2584	BANNER BANK	1001131000120000	410	SCIENCE SUPPLIES	0.00	72.90
A101	30184	06/06/17	2584	BANNER BANK	1002554000000000	640	DMV/ODOT	0.00	117.50
A101	30184	06/06/17	2584	BANNER BANK	1002410000000000	410	STUDENT TEST/INCENT	0.00	198.12
A101	30184	06/06/17	2584	BANNER BANK	1002554000000000	460	VACUUM, MANNEQUIN,	0.00	260.02
A101	30184	06/06/17	2584	BANNER BANK	1002543000000000	410	ALTERNATOR, WEEDER	0.00	300.46
A101	30184	06/06/17	2584	BANNER BANK	1002542000000102	410	PEST CONTROL	0.00	500.00
A101	30184	06/06/17	2584	BANNER BANK	1002542000000000	460	CARPET DRYER, SCORE	0.00	764.13
A101	30184	06/06/17	2584	BANNER BANK	1002542000000000	410	GARB BAGS, FLAGPOLE	0.00	1,913.41
TOTAL CHECK								0.00	4,220.78
A101	30185	06/06/17	1056	SAIF CORPORATION	100	A181	2017-18 WORKERS COM	0.00	16,683.82
A101	30187	06/08/17	2573	ADVANCE AUTO PARTS	1002554000000000	410	MNTNC PARTS	0.00	49.48
A101	30188	06/08/17	2689	ALPINE ABATEMENT AS	1002542000000000	322	HS ABATEMENT	0.00	650.00
A101	30189	06/08/17	2630	BAR-N-DEE DISCOUNT	1002542000000000	410	ROOM SIGNS	0.00	106.30
A101	30190	06/08/17	1613	BRIDGEWAY HOUSE	1001281000320000	371	MAY TUITION	0.00	9,000.00
A101	30192	06/08/17	2616	CINTAS	1002542000000102	410	JANITORIAL	0.00	24.61
A101	30192	06/08/17	2616	CINTAS	1002542000000000	410	JANITORIAL	0.00	104.61
A101	30192	06/08/17	2616	CINTAS	1002542000000000	410	JANITORIAL	0.00	137.12
TOTAL CHECK								0.00	266.34
A101	30193	06/08/17	1040	CITY OF LOWELL	1002554000000000	327	MAY WATER/SEWER	0.00	242.90
A101	30193	06/08/17	1040	CITY OF LOWELL	1002542000000000	327	MAY WATER/SEWER	0.00	242.91
A101	30193	06/08/17	1040	CITY OF LOWELL	1002542000000102	327	MAY WATER/SEWER	0.00	242.91
A101	30193	06/08/17	1040	CITY OF LOWELL	1002554000000000	327	MAY WATER/SEWER	0.00	176.94
A101	30193	06/08/17	1040	CITY OF LOWELL	1002542000000000	327	MAY WATER/SEWER	0.00	1,301.07
TOTAL CHECK								0.00	2,206.73
A101	30194	06/08/17	2299	JAMES HEATING	1002542000000102	322	COMPRESSOR FAILED	0.00	95.00
A101	30195	06/08/17	2397	KATRINA BURKHARDT	1002240000000000	312	BURKHARDT GRAD CR	0.00	150.00
A101	30196	06/08/17	1459	LANE COMMUNITY COLL	1002310000000000	640	C BYNRE BOARD SVS	0.00	500.00
A101	30197	06/08/17	2312	LANE COUNTY SCHOOL	1002554000000000	322	HEADLAMPS	0.00	29.90
A101	30199	06/08/17	1644	LANE ELECTRIC COOPE	1002554000000000	325	ELECTRIC	0.00	256.78
A101	30199	06/08/17	1644	LANE ELECTRIC COOPE	1002542000000000	325	ELECTRIC	0.00	2,399.86
TOTAL CHECK								0.00	2,656.64
A101	30200	06/08/17	2610	LISA MANTARRO MOORE	1002321000000000	389	COMMUNICATION SPT	0.00	416.67

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	30201	06/08/17	1113	MINERS GRADUATE SER	1002410000000000	410	GRADUATION SUPPLIES	0.00	573.50
A101	30202	06/08/17	2483	NATIONAL PHOTOCOPY	1002574000000000	410	COPIES	0.00	300.59
A101	30202	06/08/17	2483	NATIONAL PHOTOCOPY	1002574000000000	410	COPIES	0.00	1,239.91
TOTAL CHECK								0.00	1,540.50
A101	30203	06/08/17	1752	OFFICE DEPOT	1002542000000000	460	HS DESK	0.00	277.67
A101	30204	06/08/17	2549	OSI HARDWARE	1002661000000000	480	UPGRADE NETWORK	0.00	2,078.05
A101	30206	06/08/17	2497	SECURITY MONSTER	1002542000000000	329	JUNE SECURITY	0.00	89.90
A101	30208	06/08/17	1022	U S BANK	1001131000550000	410	SPIRAL RTR BIT	0.00	44.97
A101	30208	06/08/17	1022	U S BANK	1002542000000000	460	WOODSHOP LOCKERS	0.00	891.95
A101	30208	06/08/17	1022	U S BANK	1002410000000000	340	CURRICULUM MTG	0.00	236.35
A101	30208	06/08/17	1022	U S BANK	1002543000000000	410	FERTILIZER	0.00	100.00
TOTAL CHECK								0.00	1,273.27
A101	30209	06/08/17	2475	WELLS FARGO FINANCI	1002574000000000	355	COPIER LEASE	0.00	60.32
A101	30211	06/14/17	1015	AP EXAMS	1002230000000000	410	AP EXAMS	0.00	960.00
A101	30212	06/15/17	2494	ACCUITY, LLC	1002525000000102	381	BCA AUDIT	0.00	1,000.00
A101	30212	06/15/17	2494	ACCUITY, LLC	1002525000000101	381	MVA AUDIT	0.00	1,000.00
A101	30212	06/15/17	2494	ACCUITY, LLC	1002525000000000	381	AUDIT	0.00	3,000.00
TOTAL CHECK								0.00	5,000.00
A101	30213	06/15/17	2599	AMY PETERS	1002554000000000	410	POSTAGE	0.00	3.39
A101	30214	06/15/17	2016	BENJAMIN SILEBI	1002554000000000	410	CHARGERS	0.00	18.99
A101	30216	06/15/17	2651	CARSON	1002554000000000	411	VEHICLE FUEL	0.00	1,022.15
A101	30216	06/15/17	2651	CARSON	1002554000000000	411	VEHICLE FUEL	0.00	1,485.20
A101	30216	06/15/17	2651	CARSON	1002554000000000	410	OIL/FLUIDS	0.00	824.06
TOTAL CHECK								0.00	3,331.41
A101	30217	06/15/17	2146	CASCADE HEALTH SOLU	1002552000000000	640	DRUG SCREEN/EXAMS	0.00	243.00
A101	30218	06/15/17	2329	CDW GOVERNMENT	1002661000000000	480	MICHELLE ADAPTER	0.00	105.29
A101	30218	06/15/17	2329	CDW GOVERNMENT	1002661000000000	480	MICHELLE DOCKING	0.00	297.04
TOTAL CHECK								0.00	402.33
A101	30219	06/15/17	1669	CINDY NEET	1002542000000000	410	PACKING SUPPLIES	0.00	69.54
A101	30219 V	06/15/17	1669	CINDY NEET	1002542000000000	410	PACKING SUPPLIES	0.00	-69.54
TOTAL CHECK								0.00	0.00
A101	30220	06/15/17	2616	CINTAS	1002542000000000	410	CREDIT FOR SVS	0.00	-209.80
A101	30220	06/15/17	2616	CINTAS	1002542000000102	410	JANITORIAL	0.00	2.80
A101	30220	06/15/17	2616	CINTAS	1002542000000000	410	JANITORIAL	0.00	197.82
A101	30220	06/15/17	2616	CINTAS	1002542000000000	410	JANITORIAL	0.00	202.71
TOTAL CHECK								0.00	193.53

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	30221	06/15/17	2694	FLEISCHMANN'S VINEG	1002543000000000	410	VINEGAR WEEDS	0.00	1,288.75
A101	30224	06/15/17	1071	JERRY'S BUILDING MA	1002542000000000	410	LIGHTS REPAIR	0.00	15.94
A101	30224	06/15/17	1071	JERRY'S BUILDING MA	1002542000000000	410	PACKING MATERIALS	0.00	17.14
TOTAL CHECK								0.00	33.08
A101	30225	06/15/17	1945	JESSICA EDGERTON	1001111000000020	410	CLASSROOM SUPPLIES	0.00	141.72
A101	30226	06/15/17	1302	JOHN BOYLE	1002410000000000	340	AP HISTORY PARTY	0.00	62.55
A101	30227	06/15/17	2568	JOLENE SCHARFF	1001281000000000	331	MAY/JUN STUdT TRANS	0.00	50.00
A101	30229	06/15/17	1334	LANE COMMUNITY COLL	1002574000000000	355	JUNE BRIDGE	0.00	248.50
A101	30230	06/15/17	2063	LANE COUNTY WASTE M	1002542000000000	640	DUMP FEES	0.00	19.00
A101	30231	06/15/17	2317	LANE FOREST PRODUCT	1002543000000000	410	YARD DEBRIS	0.00	12.00
A101	30231	06/15/17	2317	LANE FOREST PRODUCT	1002543000000000	410	SOIL MIX	0.00	104.00
A101	30231	06/15/17	2317	LANE FOREST PRODUCT	1002543000000000	410	BARK O MULCH	0.00	120.00
A101	30231	06/15/17	2317	LANE FOREST PRODUCT	1002543000000000	410	BARK O MULCH	0.00	144.00
TOTAL CHECK								0.00	380.00
A101	30232	06/15/17	1495	LES SCHWAB TIRE CEN	1002554000000000	322	TIRES	0.00	865.96
A101	30233	06/15/17	1211	OSBA	1002310000000000	640	JUNE POLICY PLUS	0.00	50.00
A101	30234	06/15/17	2459	PROGRASS	1002543000000000	322	LAWN TRMT	0.00	90.00
A101	30235	06/15/17	2209	RODNEY SCHULTZ	1002543000000000	410	GAS	0.00	43.41
A101	30236	06/15/17	2276	ROTO-ROOTER PLUMBIN	1002542000000000	322	PIPE REPAIR	0.00	730.00
A101	30237	06/15/17	2167	SANIPAC	1002542000000000	328	TRASH SERVICE	0.00	115.70
A101	30237	06/15/17	2167	SANIPAC	1002542000000000	328	TRASH SERVICE	0.00	310.73
TOTAL CHECK								0.00	426.43
A101	30240	06/15/17	1166	VERIZON	1002542000000000	351	CELL PHONES	0.00	58.35
A101	30241	06/15/17	2475	WELLS FARGO FINANCI	1002574000000000	355	COPIER LEASES	0.00	585.50
A101	30242	06/15/17	1623	WILLAMETTE ESD	1002321000000000	470	JUNE PENTAMATION	0.00	1,605.48
A101	30243	06/19/17	2696	PSU, FINACIAL SERVI	1002240000000000	312	MALLOY PROF DEVELOPM	0.00	180.00
A101	30244	06/19/17	2697	TINT	1002240000000000	312	MALLOY PROF DEVELOPM	0.00	510.00
A101	30246	06/21/17	2016	BENJAMIN SILEBI	1002543000000000	410	TRACTOR PARTS	0.00	59.91
A101	30247	06/21/17	2616	CINTAS	1002542000000102	410	JANITORIAL	0.00	28.37
A101	30247	06/21/17	2616	CINTAS	1002542000000000	410	JANITORIAL	0.00	104.61
A101	30247	06/21/17	2616	CINTAS	1002542000000000	410	JANITORIAL	0.00	137.12
TOTAL CHECK								0.00	270.10

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	30248	06/21/17	1565	COLETTE ULLRICH	1002410000000000	410	VOLUNTEER RECOGNITI	0.00	45.00
A101	30248	06/21/17	1565	COLETTE ULLRICH	1002410000000000	410	OFFICE SUPPLY	0.00	19.99
TOTAL CHECK									64.99
A101	30250	06/21/17	1522	GLENDA GREEN	1002410000000000	410	KINDER GRADUATION	0.00	68.86
A101	30251	06/21/17	1884	JASPER MOUNTAIN	1001281000320000	371	MAY TUITION	0.00	1,323.00
A101	30252	06/21/17	1071	JERRY'S BUILDING MA	1002542000000000	410	PACKING SUPPLIES	0.00	17.96
A101	30253	06/21/17	1302	JOHN BOYLE	1002410000000000	340	MILEAGE	0.00	517.88
A101	30254	06/21/17	2259	MICAH KLATT	1001250000320000	410	CLASSROOM SUPPLIES	0.00	54.71
A101	30255	06/21/17	1113	MINERS GRADUATE SER	1002410000000000	410	GRADUATION SUPPLIES	0.00	464.00
A101	30256	06/21/17	2483	NATIONAL PHOTOCOPY	1002574000000000	410	TONERS	0.00	199.75
A101	30257	06/21/17	2698	NEWPORT DIESEL AND	1002554000000000	322	BUS REPAIR	0.00	313.95
A101	30258	06/21/17	1199	OAKRIDGE SCHOOL DIS	1001250000320000	313	MAY JUNE THERAPY	0.00	179.40
A101	30259	06/21/17	1752	OFFICE DEPOT	1002410000000000	410	SUPPLIES	0.00	3.83
A101	30259	06/21/17	1752	OFFICE DEPOT	1002410000000000	410	SUPPLIES	0.00	22.25
TOTAL CHECK									26.08
A101	30260	06/21/17	1548	PACIFIC WINDS MUSIC	1001131000133000	322	ALTO SAX RPR	0.00	30.00
A101	30260	06/21/17	1548	PACIFIC WINDS MUSIC	1001131000133000	322	CLARINET RPR	0.00	60.00
A101	30260	06/21/17	1548	PACIFIC WINDS MUSIC	1001131000133000	322	JUNO CLAR RPR	0.00	23.05
A101	30260	06/21/17	1548	PACIFIC WINDS MUSIC	1001131000133000	322	FLUTE RPR	0.00	80.00
A101	30260	06/21/17	1548	PACIFIC WINDS MUSIC	1001131000133000	322	FLUTE RPR	0.00	80.00
A101	30260	06/21/17	1548	PACIFIC WINDS MUSIC	1001131000133000	322	CORNET RPR	0.00	90.00
A101	30260	06/21/17	1548	PACIFIC WINDS MUSIC	1001131000133000	322	CORNET RPR	0.00	105.00
A101	30260	06/21/17	1548	PACIFIC WINDS MUSIC	1001131000133000	322	SAX RPR	0.00	120.00
TOTAL CHECK									588.05
A101	30261	06/21/17	1225	POSTMASTER	1002574000000000	353	BRIDGE POSTAGE	0.00	85.99
A101	30262	06/21/17	2209	RODNEY SCHULTZ	1002543000000000	410	PROPANE	0.00	13.01
A101	30265	06/21/17	2301	WALT HANLINE	1002321000000000	340	LUNCH W/CHIEF HOEHN	0.00	32.00
A101	30265	06/21/17	2301	WALT HANLINE	1002321000000000	410	ADAPTER	0.00	72.19
TOTAL CHECK									104.19
A101	30266	06/22/17	1002	AFLAC	100	L472.125	DED:8017 AFLAC DSBL	0.00	14.98
A101	30266	06/22/17	1002	AFLAC	100	L472.125	DED:8108 AFLAC CNCR	0.00	41.65
A101	30266	06/22/17	1002	AFLAC	100	L472.125	DED:8011 AFLAC STD	0.00	42.43
A101	30266	06/22/17	1002	AFLAC	100	L472.125	DED:8010 AFLAC ACDN	0.00	65.39
A101	30266	06/22/17	1002	AFLAC	100	L472.125	DED:8106 AFLAC P/A	0.00	123.76
TOTAL CHECK									288.21

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	30267	06/22/17	1701	AMERICAN FIDELITY A	100	L472.733	DED:7303 A/F ACIDNT	0.00	24.30
A101	30267	06/22/17	1701	AMERICAN FIDELITY A	100	L472.734	DED:7310 A/F ACCIDE	0.00	33.40
A101	30267	06/22/17	1701	AMERICAN FIDELITY A	100	L472.731	DED:7299 CANCER A/T	0.00	164.60
A101	30267	06/22/17	1701	AMERICAN FIDELITY A	100	L472.734	DED:7304 125 ACIDNT	0.00	197.30
A101	30267	06/22/17	1701	AMERICAN FIDELITY A	100	L472.738	DED:7308 A.F. LIFE	0.00	563.50
A101	30267	06/22/17	1701	AMERICAN FIDELITY A	100	L472.730	DED:7300 A/F-DSBLTY	0.00	655.01
A101	30267	06/22/17	1701	AMERICAN FIDELITY A	100	L472.731	DED:7301 A/F-CANCER	0.00	797.70
A101	30267	06/22/17	1701	AMERICAN FIDELITY A	100	L472.731	DED:7309 A/F CANCER	0.00	59.40
A101	30267	06/22/17	1701	AMERICAN FIDELITY A	100	L472.734	DED:7297 ACIDNT A/T	0.00	119.70
TOTAL CHECK								0.00	2,614.91
A101	30268	06/22/17	1795	AMERICAN FIDELITY A	100	L472.076	DED:7111 TSA AM/FID	0.00	433.75
A101	30268	06/22/17	1795	AMERICAN FIDELITY A	100	L472.076	DED:7110 TSA-AM.FID	0.00	6,575.00
TOTAL CHECK								0.00	7,008.75
A101	30269	06/22/17	1710	AMERICAN FIDELITY A	100	L472.732	DED:7302 UNREMB MED	0.00	274.98
A101	30269	06/22/17	1710	AMERICAN FIDELITY A	100	L472.336	DED:7306 CHILDCARE	0.00	1,249.98
TOTAL CHECK								0.00	1,524.96
A101	30270	06/22/17	2321	AMERICAN FIDELITY H	100	L472.735	DED:7296 AM/FID HSA	0.00	3,133.32
A101	30270	06/22/17	2321	AMERICAN FIDELITY H	100	L472.735	DED:7298 AM/FID HSA	0.00	4,477.78
A101	30270	06/22/17	2321	AMERICAN FIDELITY H	100	L493	KORDON/CAMPBELL HSA	0.00	516.66
TOTAL CHECK								0.00	8,127.76
A101	30271	06/22/17	1063	LOWELL S.D. SCHOLAR	100	L472.420	DED:8103 L. SCHOLAR	0.00	139.00
A101	30272	06/22/17	1051	OREGON EDUCATION AS	100	L472.012	DED:8200 OEA	0.00	1,290.00
A101	30273	06/22/17	1052	OREGON SCHOOL EMPLO	100	L472.013	DED:8202 OSEA	0.00	1,077.96
A101	30274	06/22/17	1939	OSEA CHAPTER 118	100	L472.118	DED:8118 OSEA 118	0.00	10.50
A101	30275	06/22/17	2183	LEGAL SHIELD	100	L472.740	DED:7350 PP LEGAL	0.00	151.45
A101	30276	06/22/17	2680	C. BEVANS PROFESSIO	100	L472.095	DED:095 PROF CRED	0.00	322.90
A101	30277	06/22/17	2342	TEXAS LIFE	100	L472.736	DED:7607 TEXAS LIFE	0.00	254.95
A101	30277	06/22/17	2342	TEXAS LIFE	100	L472.736	DED:7606 TEXAS LIFE	0.00	48.00
TOTAL CHECK								0.00	302.95
A101	30278	06/22/17	2682	VALLEY CREDIT SERVI	100	L472.095	DED:098 VAL/CREDIT	0.00	382.01
A101	30282	06/28/17	2584	BANNER BANK	10025250000000101	640	INTUIT PAYROLL	0.00	26.00
A101	30282	06/28/17	2584	BANNER BANK	10023210000000000	340	ADMIN LUNCH	0.00	48.00
A101	30282	06/28/17	2584	BANNER BANK	10025200000000000	480	DEBI CMPTR SPLITTER	0.00	66.91
A101	30282	06/28/17	2584	BANNER BANK	10024100000000000	410	VOLUNTEER GIFTS	0.00	71.00
A101	30282	06/28/17	2584	BANNER BANK	10023210000000000	410	FUNERAL FLWR, GIFT	0.00	131.40
A101	30282	06/28/17	2584	BANNER BANK	10024100000000000	410	KINDER GRAD CAPS	0.00	184.79
TOTAL CHECK								0.00	528.10
A101	30283	06/28/17	1398	BLACKBERRY JAM	10023210000000000	354	BLKBRY JAM AD	0.00	165.00



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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	30284	06/28/17	2608	BRIDGE EDUCATIONAL	10012880000000102	360	FINAL SSF PYMT	0.00	5,591.00
A101	30285	06/28/17	1613	BRIDGEWAY HOUSE	1001281000320000	371	JUN TUITION	0.00	9,000.00
A101	30286	06/28/17	2616	CINTAS	10025420000000000	410	JANITORIAL	0.00	205.35
A101	30286	06/28/17	2616	CINTAS	10025420000000000	410	JANITORIAL	0.00	206.47
A101	30286	06/28/17	2616	CINTAS	10025420000000102	410	JANITORIAL	0.00	2.80
TOTAL CHECK								0.00	414.62
A101	30287	06/28/17	1565	COLETTE ULLRICH	10024100000000000	410	GRAD CAKE/FLOWERS	0.00	125.37
A101	30288	06/28/17	2653	HARVEY & PRICE	10025420000000000	640	SPRINKLER INSPECTIO	0.00	150.00
A101	30289	06/28/17	1071	JERRY'S BUILDING MA	10025420000000000	410	FILTER, KEYS	0.00	38.93
A101	30289	06/28/17	1071	JERRY'S BUILDING MA	10025430000000000	410	OIL	0.00	39.57
A101	30289	06/28/17	1071	JERRY'S BUILDING MA	10025420000000000	410	CLEANING SUPPLIES	0.00	56.91
A101	30289	06/28/17	1071	JERRY'S BUILDING MA	10025430000000000	460	TRIMMER	0.00	189.99
TOTAL CHECK								0.00	325.40
A101	30290	06/29/17	2584	BANNER BANK	10025540000000000	410	WATER/BATTERIES	0.00	45.33
A101	30290	06/29/17	2584	BANNER BANK	10025540000000000	410	SUPPLIES	0.00	50.47
A101	30290	06/29/17	2584	BANNER BANK	10025420000000000	410	PACKING SUPPLIES	0.00	88.56
A101	30290	06/29/17	2584	BANNER BANK	10025430000000000	410	VINEGAR SALT	0.00	93.59
A101	30290	06/29/17	2584	BANNER BANK	10024100000000000	340	BBQ	0.00	126.38
A101	30290	06/29/17	2584	BANNER BANK	10025420000000000	410	SIGNS CLEANING SUPP	0.00	138.71
A101	30290	06/29/17	2584	BANNER BANK	10024100000000000	460	GRADUATION ARBOR	0.00	161.54
A101	30290	06/29/17	2584	BANNER BANK	10024100000000000	410	GRADUATION SUPPLIES	0.00	231.09
A101	30290	06/29/17	2584	BANNER BANK	10025540000000000	351	PHONE	0.00	289.50
A101	30290	06/29/17	2584	BANNER BANK	10025540000000000	340	SILEBI CONFERENCES	0.00	375.00
A101	30290	06/29/17	2584	BANNER BANK	10012810000000000	311	STUDENT ONLINE CLAS	0.00	379.95
A101	30290	06/29/17	2584	BANNER BANK	10025420000000102	322	BCA PEST MNGMT	0.00	390.00
A101	30290	06/29/17	2584	BANNER BANK	10022400000000000	340	SAWITZKE AP TRAININ	0.00	725.00
A101	30290	06/29/17	2584	BANNER BANK	10024100000000000	340	EMPLOYEE LUNCH	0.00	29.00
TOTAL CHECK								0.00	3,124.12
A101	30291	06/29/17	2640	JIM'S TOOL SERVICE	1001131000550000	322	DRUM SANDER RPR	0.00	85.00
A101	30292	06/29/17	2312	LANE COUNTY SCHOOL	10025540000000000	322	BUS INSPECTION	0.00	2,770.66
A101	30293	06/29/17	1087	LANE EDUCATION SERV	10024100000000000	340	MATTHEWS CONFERENCE	0.00	125.00
A101	30293	06/29/17	1087	LANE EDUCATION SERV	1001250000320000	311	SP ED FEES	0.00	542.90
A101	30293	06/29/17	1087	LANE EDUCATION SERV	10025200000000000	389	16 17 BUSN SVS	0.00	22,500.00
TOTAL CHECK								0.00	23,167.90
A101	30294	06/29/17	1644	LANE ELECTRIC COOPE	10025540000000000	325	ELECTRICITY	0.00	221.54
A101	30294	06/29/17	1644	LANE ELECTRIC COOPE	10025420000000000	325	ELECTRICITY	0.00	2,161.85
TOTAL CHECK								0.00	2,383.39
A101	30296	06/29/17	2311	MICHELLE STEPHENS	10023210000000000	410	RETIREMENT GIFTS	0.00	90.00
A101	30296 V	06/29/17	2311	MICHELLE STEPHENS	10023210000000000	410	RETIREMENT GIFTS	0.00	-90.00
TOTAL CHECK								0.00	0.00

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	30297	06/29/17	2398	MOUNTAIN VIEW ACADE	1001288000000101	360	FINAL SSF PYMT	0.00	8,234.00
A101	30298	06/29/17	2695	NORTHWEST REGIONAL	1002321000000000	640	APR MAY BKGROUND CK	0.00	258.00
A101	30299	06/29/17	1220	PITNEY BOWES	1002410000000000	353	POSTAGE METER LEASE	0.00	179.64
A101	30301	06/29/17	2276	ROTO-ROOTER PLUMBING	1002542000000000	322	PIPE CLEAN UP/RPR	0.00	1,100.00
A101	30303	06/29/17	2370	SHERWIN-WILLIAMS	1002542000000000	410	PAINT	0.00	149.13
A101	30303	06/29/17	2370	SHERWIN-WILLIAMS	1002542000000000	410	PAINT THINNER	0.00	9.15
TOTAL CHECK								0.00	158.28
A101	30304	06/29/17	2655	STAPLES ADVANTAGE	1002542000000000	410	AIR FRESHENER	0.00	38.52
A101	30304	06/29/17	2655	STAPLES ADVANTAGE	1002542000000000	410	MOP/DUSTER	0.00	37.61
TOTAL CHECK								0.00	76.13
A101	30306	06/29/17	1022	U S BANK	1002542000000000	410	PACKING SUPPLIES	0.00	69.54
A101	30306	06/29/17	1022	U S BANK	1002542000000000	460	AMBERS OFF FURNITUR	0.00	327.41
A101	30306	06/29/17	1022	U S BANK	1002410000000000	410	GRAD SUPP INCENTIVE	0.00	385.68
A101	30306	06/29/17	1022	U S BANK	1001131000120000	410	SCIENCE SUPPLIES	0.00	462.27
A101	30306	06/29/17	1022	U S BANK	1001131000050000	460	EQUIPMENT	0.00	630.84
TOTAL CHECK								0.00	1,875.74
A101	30308	06/29/17	2475	WELLS FARGO FINANCI	1002574000000000	355	COPIER LEASE	0.00	60.32
A101	30309	06/30/17	2584	BANNER BANK	1002240000000000	410	CANTRELL PROF DEV	0.00	15.33
A101	30309	06/30/17	2584	BANNER BANK	1002542000000000	410	SUPPLIES	0.00	17.26
A101	30309	06/30/17	2584	BANNER BANK	1001111000000050	410	5/6 FIELD TRIP	0.00	107.51
A101	30309	06/30/17	2584	BANNER BANK	1001111000000060	410	5/6 FIELD TRIP	0.00	114.44
A101	30309	06/30/17	2584	BANNER BANK	1002410000000000	340	JM LUNCH/DINNERS	0.00	121.10
A101	30309	06/30/17	2584	BANNER BANK	1002542000000000	640	SCISSOR LIFT RENTAL	0.00	250.00
A101	30309	06/30/17	2584	BANNER BANK	100	A181	SUMMER REC SUPPLIES	0.00	408.81
A101	30309	06/30/17	2584	BANNER BANK	1001111000000000	420	TEXTBOOKS	0.00	410.49
TOTAL CHECK								0.00	1,444.94
TOTAL CASH ACCOUNT								0.00	155,865.70
TOTAL FUND								0.00	155,865.70

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FUND - 209 - GEAR UP 16-17									
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	30184	06/06/17	2584	BANNER BANK	2092120000000000	410	OR SHAKESPEARE TKTS	0.00	884.00
A101	30184	06/06/17	2584	BANNER BANK	2092120000000000	340	CONF DINNER	0.00	90.00
TOTAL CHECK								0.00	974.00
A101	30223	06/15/17	2693	JEANIE MAY	2092120000000000	410	MEET/GREET SNACKS	0.00	113.93
A101	30306	06/29/17	1022	U S BANK	2092120000000000	640	GEAR UP FIELD TRIP	0.00	759.50
TOTAL CASH ACCOUNT								0.00	1,847.43
TOTAL FUND								0.00	1,847.43

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FUND - 214 - CHINTIMINI - MICROBES									
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	30215	06/15/17	1031	CAROLINA BIOLOGICAL	2141111000000000	410	FORENSIC CLASSROOM	0.00	345.50
TOTAL CASH ACCOUNT								0.00	345.50
TOTAL FUND								0.00	345.50

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FUND - 220 - CTE CAREER PATHWAY/PRGRM									
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	30208	06/08/17	1022	U S BANK	2201131000120000	410	WOODSHOP LOCKERS	0.00	891.95
TOTAL CASH ACCOUNT								0.00	891.95
TOTAL FUND								0.00	891.95

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FUND - 234 - CATCH GRANT									
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	30167	06/02/17	2584	BANNER BANK	2342210000000000	460	4 NETS	0.00	48.91
A101	30222	06/15/17	2557	HEALTHY MOVES	2342210000000000	312	TRAINER SVS	0.00	345.60
TOTAL CASH ACCOUNT								0.00	394.51
TOTAL FUND								0.00	394.51

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FUND - 256 - TITLE IIA - 15-16										
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT	
A101	30279	06/26/17	2641	MADELEINE BERNEY	2562210000000000	311	TUTOR SERVICES	0.00	360.00	
A101	30280	06/26/17	2361	SARAH CUNNINGHAM	2562210000000000	311	TUTOR SERVICES	0.00	235.00	
A101	30281	06/26/17	2700	JULIE MCCAULEY	2562210000000000	311	INSTRUCTION SERVICE	0.00	243.00	
TOTAL CASH ACCOUNT								0.00	838.00	
TOTAL FUND								0.00	838.00	

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FUND - 260 - YTP									
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	30295	06/29/17	1820	MARK KINTZLEY	2602129000000000	340	KINTZLEY CONF/MILEA	0.00	847.50
A101	30295	06/29/17	1820	MARK KINTZLEY	2602129000000000	410	YTP SUPPLIES	0.00	2,142.54
TOTAL CHECK								0.00	2,990.04
A101	30311	06/30/17	1820	MARK KINTZLEY	2602129000000000	410	WORK INCENTIVES	0.00	200.00
TOTAL CASH ACCOUNT								0.00	3,190.04
TOTAL FUND								0.00	3,190.04



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FUND - 262 - KITS 17-18									
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	30310	06/30/17	1087	LANE EDUCATION SERV	262221000000000000	312	KITS DIST MATCH	0.00	4,925.00
TOTAL CASH ACCOUNT								0.00	4,925.00
TOTAL FUND								0.00	4,925.00

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FUND - 277 - EBISS 16-17

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	30167	06/02/17	2584	BANNER BANK	2772240000000000	410	PBIS AWARDS	0.00	10.98
A101	30169	06/02/17	1565	COLETTE ULLRICH	2772240000000000	410	BEE PRIZES	0.00	55.47
A101	30186	06/07/17	1497	LOWELL SCHOOL ACTIV	2772240000000000	410	EBISS INCENTIVES	0.00	206.16
A101	30282	06/28/17	2584	BANNER BANK	2772240000000000	410	CURRICULUM	0.00	493.03
A101	30309	06/30/17	2584	BANNER BANK	2772240000000000	410	CURRICULUM/INCENTIV	0.00	882.16
TOTAL CASH ACCOUNT								0.00	1,647.80
TOTAL FUND								0.00	1,647.80

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FUND - 287 - AFTER SCHOOL PROGRAM

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	30176	06/02/17	2341	KRISTON MALOY-HILL	2871111000000000	410	CK 28780 REISSUED	0.00	32.48
A101	30245	06/21/17	2632	AARON MANFREDE	2871111000000000	410	ASC PARENT NIGHT	0.00	60.54
A101	30245	06/21/17	2632	AARON MANFREDE	2871111000000000	410	ASC SUPPLIES	0.00	39.73
TOTAL CHECK								0.00	100.27
A101	30309	06/30/17	2584	BANNER BANK	2871111000000000	410	END OF YR PARTY	0.00	53.40
TOTAL CASH ACCOUNT								0.00	186.15
TOTAL FUND								0.00	186.15

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FUND - 294 - RENTAL HOUSES

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	30194	06/08/17	2299	JAMES HEATING	2942540000000000	322	HEATING REPAIR	0.00	99.00
A101	30194	06/08/17	2299	JAMES HEATING	2942540000000000	322	COMPRESSOR FAILED	0.00	95.00
TOTAL CHECK								0.00	194.00
A101	30199	06/08/17	1644	LANE ELECTRIC COOPE	2942540000000000	325	ELECTRIC	0.00	280.11
A101	30205	06/08/17	2691	POINTE PEST CONTROL	2942540000000000	322	LK VIEW PEST TREATM	0.00	85.00
A101	30210	06/08/17	2692	YE OLDE TOWN SWEEP	2942540000000000	322	LK VIEW CHIMNEY CLE	0.00	209.00
A101	30224	06/15/17	1071	JERRY'S BUILDING MA	2942540000000000	410	RENTAL RPR	0.00	20.71
A101	30289	06/28/17	1071	JERRY'S BUILDING MA	2942540000000000	460	BCA RENTAL AIR COND	0.00	279.99
A101	30289	06/28/17	1071	JERRY'S BUILDING MA	2942540000000000	410	121 REPAIRS	0.00	180.25
TOTAL CHECK								0.00	460.24
A101	30290	06/29/17	2584	BANNER BANK	2942540000000000	460	LKVIEW DISHWASHER	0.00	319.98
A101	30294	06/29/17	1644	LANE ELECTRIC COOPE	2942540000000000	325	ELECTRICITY	0.00	177.81
A101	30300	06/29/17	2691	POINTE PEST CONTROL	2942540000000000	322	LKVIEW JUN JUL PEST	0.00	85.00
A101	30302	06/29/17	2603	RUBENSTEIN'S	2942540000000000	322	121 CARPET	0.00	2,413.00
TOTAL CASH ACCOUNT								0.00	4,244.85
TOTAL FUND								0.00	4,244.85

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FUND - 295 - ATHLETICS & ACTIVITIES

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	30177 V	06/02/17	1085	LANE COUNTY UMPIRES	2951132000000770	380	ADDITIONAL GAMES	0.00	-134.50
A101	30177	06/02/17	1085	LANE COUNTY UMPIRES	2951132000000770	380	ADDITIONAL GAMES	0.00	134.50
TOTAL CHECK								0.00	0.00
A101	30184	06/06/17	2584	BANNER BANK	2951132000000770	410	FIELD DRY	0.00	255.44
A101	30191	06/08/17	2352	BUCK'S SANITARY SER	2951132000000775	640	PORTA POTTIES	0.00	48.17
A101	30198	06/08/17	1085	LANE COUNTY UMPIRES	2951132000000770	380	GAME FEES	0.00	134.50
A101	30245	06/21/17	2632	AARON MANFREDE	2951132000000790	410	DRAMA COSTUMES	0.00	156.98
A101	30306	06/29/17	1022	U S BANK	2951132000000790	410	DRAMA ROYALTIES	0.00	80.00
TOTAL CASH ACCOUNT								0.00	675.09
TOTAL FUND								0.00	675.09

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FUND - 297 - FOOD SERVICE FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	30167	06/02/17	2584	BANNER BANK	2973100000000000	450	FOOD SERVICE SUPPLI	0.00	61.41
A101	30171	06/02/17	2291	EARTH20	2973100000000000	450	WATER	0.00	66.95
A101	30171	06/02/17	2291	EARTH20	2973100000000000	450	WATER	0.00	54.45
TOTAL CHECK								0.00	121.40
A101	30182	06/02/17	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	1,135.95
A101	30182	06/02/17	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	2,303.57
TOTAL CHECK								0.00	3,439.52
A101	30183	06/02/17	2193	UMPQUA DAIRY	2973100000000000	450	MILK	0.00	213.15
A101	30183	06/02/17	2193	UMPQUA DAIRY	2973100000000000	450	MILK	0.00	315.30
A101	30183	06/02/17	2193	UMPQUA DAIRY	2973100000000000	450	MILK	0.00	382.90
A101	30183	06/02/17	2193	UMPQUA DAIRY	2973100000000000	450	FOOD SUPPLIES	0.00	168.25
TOTAL CHECK								0.00	1,079.60
A101	30184	06/06/17	2584	BANNER BANK	2973100000000000	460	SFSP UMBRELLAS	0.00	280.00
A101	30207	06/08/17	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	1,849.67
A101	30207	06/08/17	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	1,056.89
TOTAL CHECK								0.00	2,906.56
A101	30228	06/15/17	2073	LANE CO.HEALTH & HU	2973100000000000	640	KITCHEN INSPECTIONS	0.00	336.00
A101	30238	06/15/17	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	1,521.29
A101	30238	06/15/17	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	908.37
TOTAL CHECK								0.00	2,429.66
A101	30239	06/15/17	2193	UMPQUA DAIRY	2973100000000000	450	MILK	0.00	394.25
A101	30239	06/15/17	2193	UMPQUA DAIRY	2973100000000000	450	MILK	0.00	212.65
TOTAL CHECK								0.00	606.90
A101	30248	06/21/17	1565	COLETTE ULLRICH	2973100000000000	410	CLICKERS	0.00	29.76
A101	30263	06/21/17	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	904.82
A101	30263	06/21/17	1776	SYSCO FOOD SERVICES	2973100000000000	450	FOOD SUPPLIES	0.00	36.92
TOTAL CHECK								0.00	941.74
A101	30264	06/21/17	2193	UMPQUA DAIRY	2973100000000000	450	MILK	0.00	168.25
A101	30264	06/21/17	2193	UMPQUA DAIRY	2973100000000000	450	MILK	0.00	293.10
TOTAL CHECK								0.00	461.35
A101	30282	06/28/17	2584	BANNER BANK	2973100000000000	450	FOOD SUPPLIES	0.00	9.29
A101	30305	06/29/17	1776	SYSCO FOOD SERVICES	2973100000000000	460	CHAFING DISH	0.00	143.32
A101	30305	06/29/17	1776	SYSCO FOOD SERVICES	2973100000000000	460	CHAFING DISH	0.00	143.32
TOTAL CHECK								0.00	286.64
A101	30307	06/29/17	2193	UMPQUA DAIRY	2973100000000000	450	MILK	0.00	85.21
TOTAL CASH ACCOUNT								0.00	13,075.04

SUNGARD PENTAMATION  
DATE: 07/11/2017  
TIME: 13:59:30

LOWELL SCHOOL DISTRICT #71  
CHECK REGISTER - BY FUND

PAGE NUMBER: 21  
ACCTPA21

SELECTION CRITERIA: transact.ck\_date between '20170601 00:00:00.000' and '20170630 00:00:00.000'  
ACCOUNTING PERIOD: 1/18

FUND - 297 - FOOD SERVICE FUND										
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----	DESCRIPTION----	SALES TAX	AMOUNT
TOTAL FUND									0.00	13,075.04

SUNGARD PENTAMATION  
DATE: 07/11/2017  
TIME: 13:59:30

LOWELL SCHOOL DISTRICT #71  
CHECK REGISTER - BY FUND

PAGE NUMBER: 22  
ACCTPA21

SELECTION CRITERIA: transact.ck\_date between '20170601 00:00:00.000' and '20170630 00:00:00.000'  
ACCOUNTING PERIOD: 1/18

FUND - 400 - CAPITAL PROJECTS									
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CODE	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
A101	30249	06/21/17	2555	GLAS ARCHITECTS, LL	4002540000000655	383	SEISMIC PROF SVS	0.00	11,424.43
TOTAL CASH ACCOUNT								0.00	11,424.43
TOTAL FUND								0.00	11,424.43
TOTAL REPORT								0.00	199,551.49



# Lowell School District #71

## Board Calendar 2017 - 2018

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

- \*July 24, 2017 - Organizational meeting
- \*August 28, 2017
- September 25, 2017
- October 23, 2017
- November 27, 2017
- \*December 11, 2017
- January 22, 2018
- \*February 5, 2018 – Strategic Plan Report/ Executive Study -Superintendent's Evaluation
- February 26, 2018 – (Closed Session - Appraisal of Each Staff Member)
- \*March 19, 2018 – (Spring Break March 26 -30)
- \*April 9, 2018 – (First Budget Committee Meeting at 4:30)
- April 23, 2018
- \*May 7, 2018 – (Second Budget Committee Meeting at 4:30, if needed)
- \*May 21, 2018 – (Community Forum at 6:00 pm– State of the District/Budget Presentation)
- **\*June 25, 2018 – (Annual Budget Approval)**
- July 23, 2018 – (Board Organization Meeting)

\*Alternative Regular Board Meeting Day – Due to scheduling conflict, holiday, Spring Break, or Board workshop. Approved 5/22/17

# Lowell School District 71

Code: **BHD**  
Adopted: 10/12/87  
Readopted: 3/17/14  
Orig. Code(s): BHD

## Board Member Compensation and Expense Reimbursement

In order to enhance the expertise, knowledge, training, background and effectiveness of Board members, the district encourages attendance at workshops, seminars, conferences, conventions and meetings, directly associated with public education. Members will be reimbursed from district budgeted funds for expenses incurred.

### Reimbursements

Board members – Attendance at workshops, seminars, conferences, conventions and meetings will be limited by the total financial funds placed in the school budget. Board member attendance will be regulated as follows:

#### 1. Reservations

Reservations will be made by the superintendent and, whenever possible, the district will be billed for registration fees, motel/hotel charges, materials costs and other related expenses directly associated with the activity.

#### 2. Attendance

- a. In-state – No Board approval required.
- b. Out-of-state – Approval by majority of other Board members.

#### 3. Financial Limitations

- a. Per diem for meals as established by the Board or state and federal law.
- b. Mileage for use of private vehicles will be reimbursed based on IRS mileage rate in effect at the time of use.
- c. Registration fee.
- d. Motel/hotel room charges.
- e. Material costs.
- f. Other related expenses.
- g. Alcohol related expense shall not be reimbursed.

#### 4. Reimbursement Procedures

- a. Individual expenses incurred will be reimbursed to the Board member, by the superintendent, upon verification of expenses.
- b. Receipts must be submitted to the superintendent within one month of the conclusion of the activity and prior to the conclusion of the fiscal year, June 30.

5. Advanced Funding

There will be no advanced funding paid to any Board member.

6. Reports

Each member will present an oral or written report of the activity to the other Board members at the next Board meeting.

7. Entertainment Expenses

Expenses incurred by any Board member for entertainment will not be paid from district funds.

END OF POLICY

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**Legal Reference(s):**

[ORS 244.020\(15\)](#)  
[ORS 244.040\(1\)\(a\)](#)  
[ORS 244.040\(2\)\(c\)](#)  
[ORS 332.018\(3\)](#)

OR. GOV'T STANDARDS AND PRACTICES COMM'N, ADVISORY OPINION 93A-1007 (Nov. 18, 1993).  
OR. GOV'T STANDARDS AND PRACTICES COMM'N, ADVISORY OPINION 97A-1004 (Apr. 21, 1997).  
OR. GOV'T STANDARDS AND PRACTICES COMM'N, STAFF OPINION 02S-015 (May 20, 2002).  
OR. GOV'T STANDARDS AND PRACTICES COMM'N, STAFF OPINION 03S-015 (Sept. 11, 2003).

**Cross Reference(s):**

BBAA - Individual Board Member's Authority and Responsibilities  
BHB - Board Member Development  
DLC - Expense Reimbursements

# Lowell School District 71

Code: **DLC-AR**  
Revised/Reviewed: 10/29/01; 3/17/14  
Orig. Code(s): DLC-AR

## Staff Expense Reimbursement

Expense reimbursement for staff traveling on approved district business will be governed by the following procedures. Travel expenses include travel fares, meals and lodging and expenses incident to travel. Only travel expenses as are ordinary and necessary in the conduct of approved travel for district business purposes and directly attributable to it will be reimbursed. As used in this regulation an “ordinary” expense means one that is common and accepted in the profession; a “necessary” expense means one that is essential and appropriate in order to conduct district business. Reimbursement procedures established by the district will also apply to Board members traveling on Board-approved district business, as applicable.

### In-District Travel – Use of Private Vehicles

1. Staff will use district-owned vehicles, whenever possible, in conducting district business that requires travel within district boundaries.
2. Private vehicles may be used in conducting district business only with prior approval. In-district travel approval may be granted by the principal for individual trips or by blanket approval, as deemed appropriate.
3. Travel in a private vehicle for the purpose of conducting district business may be approved when:
  - a. A district vehicle is not available;
  - b. The destination is not conveniently accessible by commercial carrier;
  - c. Various points must be visited and commercial carrier schedules are such that the use of commercial carrier transportation is not practical;
  - d. Carrying articles by commercial carrier would not be feasible;
  - e. Commercial travel is deemed to be less economical.

### Out-of-District Travel (In-State) – Use of Private Vehicles

1. Staff will use district-owned vehicles, whenever possible, in conducting approved district business that requires in-state travel outside district boundaries.
2. Private vehicles may be used only with prior superintendent/principal/business manager approval. Out-of-district travel approval may be granted by the superintendent/principal/business manager for individual trips or by blanket approval, as deemed appropriate.

### Out-of-State Travel

Out-of-state travel requires prior superintendent approval.

## **Insurance Coverage**

1. Insurance costs are included as part of the mileage reimbursement for employees authorized to use a private vehicle to conduct district business. It is the responsibility of the owner or driver of the vehicle to be certain that the vehicle is adequately covered by insurance.
2. The responsibility of the district for damages resulting from vehicle accidents is not the same as set forth in the district's general liability insurance policy. The employee's insurance coverage provides primary coverage when the employee is driving his/her own vehicle on approved district business.
3. All district employees operating private vehicles on approved district business are required to complete and maintain on file with the district verification of vehicle liability insurance that meets or exceeds Oregon statutory minimum limits. This verification is required annually or prior to any district approval to conduct district business in a private vehicle. Employees are required to update their verification of vehicle liability information maintained on file with the district upon any change in the employee's vehicle insurance coverage.

## **Meals and Meetings**

1. Reimbursement will be made for ordinary and necessary meal expenses incurred in the course of approved travel for district business. Meals include amounts spent for food, beverage, taxes and related gratuities. Alcoholic beverages will not be reimbursed by the district. See Expense Reimbursement Request and Accounting Procedures below.
2. Expenses in excess of the district's established limit are ordinarily the responsibility of the employee and may be reimbursed only with superintendent approval. Receipts for all meal expenses must be secured and attached to the claim.

## **Travel Advances**

1. A travel advance may be requested when the estimated cost for meals, lodging, etc., exceeds \$50. The travel advance may be requested by completing the form provided by the district.
2. The cost of commercial travel tickets will not be included in a cash advance request.
3. In the event of loss, the employee is personally responsible for cash advances issued and for any third party use of a district-provided credit card.
4. At least 15 working days are required for processing an advance check after the approved request is received by the business office.
5. Only one cash advance may be outstanding to any employee at any time.

## **Reservations, Commercial Carrier and Lodging**

1. Travel must be conducted in the most expeditious and cost-effective manner, as determined by the district.

2. Each employee is responsible for making his/her own reservations by obtaining a purchase order number from the business office and furnishing that number to the local travel agency or commercial carrier.

### **Vehicle Rentals**

1. Rental vehicles may be used only when use will effect a savings or otherwise be more advantageous to the district or when the use of other transportation is not feasible.
2. Rental of a compact vehicle is recommended when suitable for approved district business because of the lower initial rate and the guaranteed rate.
3. Rental vehicles will be used only for official travel or in lieu of tax if or necessary travel. Any additional costs incurred for other usage will be the personal responsibility of the traveler.
4. Employees will be informed if the district carries the rental car endorsement as part of its insurance coverage. In the event the district does not carry the rental car endorsement the employee will be authorized to purchase insurance coverage from the rental agency.

### **Cancelled Trips**

1. If an employee cannot leave at the scheduled time, it is his/her responsibility to call the travel agency or carrier to have the tickets cancelled or exchanged.
2. Commercial carrier reservation cancellations must be made at least 24 hours before departure time, whenever possible.
3. Lodging reservations must be cancelled by the employee as soon as possible to avoid a cancellation charge.
4. If a trip is cancelled after an advance and/or tickets have been issued, the advance and tickets must be returned to the business office immediately.

### **Personal Travel Combined with District Business Travel**

1. If an individual traveling on approved district business engages in both business and personal activities, travel expenses incurred will be reimbursed only for expenses that are ordinary and necessary in the conduct of district business. Expenses incurred as a part of personal business are the sole responsibility of the traveler.
2. When personal travel is combined with approved district business travel and the individual is traveling by less than the most expeditious and cost-effective manner, any additional costs must be paid by the traveler.
3. Time away from work caused by traveling by less than the most expeditious means available for personal purposes must be charged to vacation or other appropriate leave.

4. Vacation or other personal leave may be taken in conjunction with approved district travel subject to the following:
  - a. Time delays related to approved district business are charged as working time even if no work is performed;
  - b. If the employee travels by less than the most cost-effective manner, as determined by the district, for approved district business or for personal travel combined with travel for district business purposes, he/she must pay the additional cost (e.g., increase fare, meals, lodging expenses, etc.) incurred as a result of the personal travel;
  - c. All subsistence and local transportation (taxi, vehicle fare, etc.) while on vacation status or other appropriate leave must be paid by the employee;
  - d. The traveler will not be required to pay any of the basic transportation costs incurred as a part of the approved district business, even though he/she spends a substantial part of the total time away from home on vacation or other personal leave, provided the employee was traveling on approved district business;
  - e. A traveler who decides on his/her own to conduct district business without prior approval, while on vacation or other personal leave, cannot then use this as a justification to have the district pay his/her basic transportation cost from the district to the location visited, or submit request for other expense reimbursement.

#### **Expense Reimbursement Request and Accounting Procedures**

1. Reimbursement requests detailing actual expenditures must be submitted on the district's travel expense form and approved by the superintendent in writing. Receipts and supporting documentation must accompany all expense reimbursement requests. This includes, but is not limited to, receipts for transportation, lodging, meals, registration, conference and workshop fees. All requests must be submitted to the district office within 10 working days of the conclusion of the trip.
  - a. If the completed travel expense report totals less than the travel advance, the difference must be returned within 10 working days to the business office with the report.
  - b. Reimbursement for expenditures in excess of a travel advance, or where no travel advance has been requested, will be made within 30 working days after the approved travel expense report is received by the business office.
2. Expenses which consist primarily of the cost of furnishing meals for others will be reimbursed upon submission of a travel expense report which includes.
  - a. Names of guests;
  - b. Organizations involved;
  - c. Full explanation of the district business purpose of the meeting.
3. In the event a vehicle was rented, a copy of the rental agreement must be attached to the travel expense report. The rental charge should be paid from the amount advanced, as applicable. Purchases of gas and oil which have been deducted from the rental charge by the rental agency must be included.

4. Any claim for mileage reimbursement only may be submitted at the end of each month in which reimbursement is to be claimed. A claim must be submitted no later than 90 calendar days of incurring the expense. Reimbursement claims later than 90 calendar days of the expense will be denied.
5. Mileage for approved district business travel in a private vehicle will be reimbursed at the current rate per mile established by the district, collective bargaining agreement or Internal Revenue Service (IRS), as applicable. Reimbursement that exceeds the IRS rate will be included as income to the employee in accordance with IRS regulations.
6. Meal expenses for approved district business travel purposes may be reportable as income to the employee in accordance with IRS regulations. Generally, meal expenses incurred for approved district business purposes in which district business is conducted with at least one or more other persons or that is incurred on approved district business for a trip that is overnight, or long enough that the individual needs to stop for sleep or rest to properly perform his/her duties, as defined by the IRS, will not be reportable as income to the employee.
7. In the event the total of the amount charged to, and/or received from, the district by the employee as advances, reimbursement or otherwise, exceeds the ordinary and necessary business expenses, the excess must be reported as income in accordance with IRS requirements.



# Lowell School District 71

Code: **KG**  
Adopted: 3/15/00  
Readopted: 5/19/14  
Orig. Code(s): KG

## Community Use of District Facilities

It is the policy of the district that school facilities shall be made available under capable and adult supervision, for community activities of an educational, recreational or civic nature. The district reserves the right to grant permission for building use and to deny any and all building use permits at its sole discretion.

Application must be filed on the regular Facility Use Application form which may be obtained from the principal or district office.

Meetings and activities for school purposes shall have precedence over all meeting and activities in the use of classrooms, gymnasiums, school kitchens, athletic fields and school grounds.

The serving or use of alcoholic beverages within the boundaries of school property is prohibited. Any patron becoming obnoxious or using profane language, or engaging in conduct which is not conducive to an educational atmosphere will be asked to leave. If said person should refuse to comply with such request, any school personnel, including the custodian, people in charge of meetings or any responsible person, may have the person removed. School authorities may request the presence of police or fire personnel at any meeting.

School facilities may be used by patrons only under the direct management of persons qualified to use and care for any equipment or apparatus contained therein; competent help to handle same shall be provided by those to whom the accommodation is granted. Damage to school facilities or district-owned equipment is the responsibility of the person to whom the accommodation is granted. Failure to clean the facilities after use may result in denial of future requests for use of district-owned facilities or equipment.

Groups using facilities will be classified as listed below with priority for use in the order listed:

1. Class I – School District Activities
  - a. School sponsored activities for students.
  - b. School sponsored activities for parents.
  - c. School related groups and organizations sponsored by the school.
2. Class II – Programs Provided to Patrons of District
  - a. Adult education classes sponsored by the district.
  - b. Parent and/or community organization sponsoring programs for youth of the district (scouts, summer activities, sports camps, etc.). If the program or organization requires district personnel to open or secure the facility, the program or organization will be charged according to Class III rates.
  - c. Community organizations of a civic or service nature.

3. Class III – Civic and Service Use \*\*

- a. Church sponsored activities.
- b. County, city, state and federal agencies.
- c. Local boards, commissions, etc.
- d. Adult or youth education programs sponsored by educational institutions (University of Oregon, Lane Community College, etc.)
- e. Adult groups residing in the district if no fees are charged to participants.

\* Fees for a Class III organization's money raising ventures for the organization's own treasury or for private commercial gain will be charged at Class IV or Class V rates.

4. Class IV – Miscellaneous (Nonprofit Organizations, Out-of-District Groups, Profit-making Education Classes, etc.) \*\*

- a. Local nonprofit organizations collecting admissions fees or donations.
- b. Out-of-District groups if no fees are charged.
- c. Profit-making organizations if no fees or donations collected.
- d. Adult or youth education classes sponsored by profit making individuals or organizations. (Dance, exercise classes, lectures, real estate classes, etc.)

5. Class V – Private Interest Groups \*\*

6. Profit-making organizations charging admission fees. (See exceptions for adult and youth education classes, Item D, Class IV.) \*\*

A deposit of \$50 will be required prior to using facilities.

\*\* The superintendent can waive fees on a case by case basis.

**General Rules**

- 1. No one group will be allowed to use the same facility more than three times during a week for the same activity. If the facility is not being used, an exception to this statement could be made by the principal. If a group is granted use of a facility for more than the stated three days a week, the additional days may be curtailed if another group applies for use of the facility.
- 2. No group will be granted the use of any facility without the presence of a supervisor approved by the principal. The principal shall maintain a record of the name and phone number of the supervisor.
- 3. Facilities shall not be used for Class II, III, IV, or V activities unless a Facility Use Request form has been completed and permission granted by the appropriate principal.
- 4. The use of alcoholic beverages and illicit drugs on the school premises is illegal. Use in any form shall be prohibited on the school premises. Smoking will not be permitted except in areas designated by the principal.
- 5. Equipment and furniture, including pianos, shall be used and moved only with approval of the principal or his/her designee and shall not be removed from the premises.

6. Items of equipment such as audiovisual equipment, athletic equipment, chairs, bleachers, etc., will not be loaned nor rented for use off the school premises.
7. Buildings shall be closed at the time the custodians go off duty. The buildings may be used after the normal closing time only if an approved supervisor is present. This supervisor must be a district employee.
8. All school employees who supervise school facilities will be paid by the district. The district will be reimbursed by the user.
9. Any organization sponsoring the use of the buildings or grounds shall assume liability for any accidents that may occur upon the grounds or in the building during the times such facilities are in the use under its supervision.
10. The maximum number of people permitted in any school facility shall be restricted to its occupancy as indicated by the Fire Marshal.
11. The district reserves the right to require policy supervision at any event the administration deems necessary and to charge the user for that supervision.
12. All users of district facilities must comply with all federal, state and municipal equal opportunity laws and regulations prohibiting discrimination.
13. The building administrator or designated supervisor has the right to stop any activity at anytime if, in his/her judgment, there are violations of the rules or if the activity is deemed to be hazardous to personnel, buildings, equipment, etc.
14. School gymnasiums may be used for purposes and activities appropriate to the facilities. Gym shoes are required of participants in all active sports and games. Gym shoes are defined as shoes specifically designed for indoor sports and are not nor have been used as general footwear out of doors.
15. The user of outside facilities will be expected to provide for clean up of the grounds. Organizations not providing the necessary clean up will be charged for custodial wages plus payroll costs.

END OF POLICY

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**Legal Reference(s):**

[ORS 330.430](#)  
[ORS 332.107](#)  
[ORS 332.172](#)

**Cross Reference(s):**

EDC/KGF - Authorized Use of District Equipment and Materials  
KGF/EDC - Authorized Use of District Equipment and Materials

# Lowell School District 71

Code: **KG-AR**

Revised/Reviewed: 3/15/00; 5/19/14

Orig. Code(s): KG

## Use of District Facilities Fee Schedule 2014-2015

Class	I	II	III	IV	V
Classroom	No Charge	No Charge	\$50 Custodial fees Open/Close Fees	\$100 Custodial fees Open/Close fees Utilities *Set up fee	\$100 Custodial fees Open/Close fees Utilities *Set up fee
Library	No Charge	No Charge	\$50 Custodial fees Open/Close Fees	\$100 Custodial fees Open/Close fees Utilities *Set up fee	\$100 Custodial fees Open/Close fees Utilities *Set up fee
Gymnasium	No Charge	No Charge	\$50 Custodial fees Open/Close Fees	\$150 Custodial fees Open/Close fees Utilities *Set up fee	\$150 Custodial fees Open/Close fees Utilities *Set up fee
Playing Field	No Charge	No Charge	\$50 Custodial fees Open/Close Fees	\$150 Custodial fees Open/Close fees Utilities *Set up fee	\$150 Custodial fees Open/Close fees Utilities *Set up fee

All fees will be determined annually by the Board, according to current costs.

\* If necessary and may include chairs, tables, sound system and other requested equipment.

**BRIDGE EDUCATIONAL FOUNDATION  
(Bridge Charter Academy)**

**CONTRACT**

**FOR**

**EXECUTIVE DIRECTOR**

**JOHN VONDOLOSKI**

This contract is made and entered into this 24<sup>th</sup> day of July, 2017, by and between the Bridge Educational Foundation (hereinafter “CHARTER”) and **John VonDoloski, hereinafter “EXECUTIVE DIRECTOR”**).

WHEREAS, the EXECUTIVE DIRECTOR is to supervise and direct the school and educational program of the CHARTER under the direct supervision of the Lowell School District Superintendent and the general supervision of the CHARTER’S Board of Directors; and,

WHEREAS, the CHARTER desires to provide the EXECUTIVE DIRECTOR with a written employment contract in order to insure administrative stability and continuity within the CHARTER which the CHARTER believes generally improves the quality of the overall educational program;

NOW, THEREFORE, the CHARTER and the EXECUTIVE DIRECTOR, for consideration herein specified, agree as follows:

**I. TERM OF EXECUTIVE DIRECTOR CONTRACT**

The CHARTER hereby offers and the EXECUTIVE DIRECTOR hereby accepts employment as EXECUTIVE DIRECTOR for a three year (3) term commencing on July 1, 2017 and ending June 30, 2020. This section constitutes notice of contract non-renewal under ORS 342.513.

EXECUTIVE DIRECTOR accepts employment for a 200 day work year as a 12 month confidential/management employee pursuant to the further terms of this Agreement.

**II. DUTIES AND RESPONSIBILITY OF THE EXECUTIVE DIRECTOR**

The EXECUTIVE DIRECTOR shall serve as the Chief Executive Officer and Secretary to the Board of Directors.

The EXECUTIVE DIRECTOR shall have charge of the administration of the CHARTER, under the direction of the Board of Directors.

The EXECUTIVE DIRECTOR shall have the primary responsibility for execution of Board policy adopted by the Board of Directors.

The EXECUTIVE DIRECTOR shall execute and perform all powers and duties that may lawfully be delegated to the EXECUTIVE DIRECTOR in accordance with the policies and directions of the Board of Directors. Such acts which may require ratification by the Board of Directors shall be referred to the Board of Directors at the earliest possible opportunity by the EXECUTIVE DIRECTOR. These duties include:

- A. Executive Director shall serve as chief executive officer and secretary of the Governing Board, consistent with Oregon law and Board Policy;
- B. Assume other responsibilities and duties as assigned by the Board of Directors;
- C. Periodically see that all CHARTER employees are evaluated as provided for by Oregon law and Board policy;
- D. Establish and maintain an appropriate community relations program;
- E. Endeavor to maintain and improve his professional competence by all available means, including subscribing to and reading appropriate periodicals, joining appropriate professional associations and participating in activities of such associations; and
- F. Have authority to accept the resignation of any staff member, and to waive, on behalf of the Board.
- G. Be entitled to:
  - 1) Present his recommendation to the Board of Directors on subjects under consideration by Board of Directors, prior to action taken on the subject by the Board;
  - 2) Attend each meeting of the Board of Directors, unless excused by the

- 3) Board of Directors; and  
Serve as an *ex officio* member of each committee established by the Board of Directors.

The EXECUTIVE DIRECTOR shall be responsible for organizing, reorganizing, and arranging all staff, including the administrative and supervisory staff, which best serve the CHARTER.

The EXECUTIVE DIRECTOR shall have primary responsibility for all personnel matters, including the assignment and transfer of employees.

The EXECUTIVE DIRECTOR shall have primary responsibility for recommending the selection or dismissal of all personnel, subject to the approval of the Board of Directors.

The EXECUTIVE DIRECTOR shall have primary responsibility for the preparation and recommendation of Board of Directors policies for consideration by the Board of Directors.

The EXECUTIVE DIRECTOR shall abide by all applicable state and federal laws, rules and regulations of the Board of Directors of the CHARTER.

### **III. EXECUTIVE DIRECTOR COMPENSATION**

#### **A. Base Salary**

The annual base salary of the EXECUTIVE DIRECTOR shall be \$77,250, based on a twelve-month period, beginning on July 1 and ending on the following June 30. The annual base salary shall be increased by the same increase (COLA) provided to all other Charter staff. Commencing in the 2017-2018 school year, and each school year thereafter, the CHARTER will increase the EXECUTIVE DIRECTOR'S annual base salary for the next succeeding school year using the schedule below, reflected as Supplemental Salary, dependent upon receiving an evaluation rating of "Meets Expectations" or higher as determined by the Superintendent of Lowell School District, in consultation with the Board of Directors of the CHARTER.



**B. Supplemental Salary**

Effective the 2017/2018 school year and following, the EXECUTIVE DIRECTOR'S base salary shall be supplemented/reduced based upon the projected enrollment number used in the annual budget approved by the Bridge Education Foundation board. The supplemental salary shall be in recognition of the EXECUTIVE DIRECTOR'S performance. The supplement to the base salary shall be based upon the growth of the Charter School, as reflected in the table below:

<b>ADM Enrollment</b>	<b>Increase in Dollars</b>
100	0
125	3,000
150	6,000
175	9,000
200	12,000
225	15,000
250	18,000
275	21,000
300	24,000
325	27,000
350	30,000
375	33,000
400	36,000
425	39,000
450	42,000
Capped - 475	45,000

The Governing Board reserves the right to modify the EXECUTIVE DIRECTOR'S annual compensation package, with the mutual consent of the EXECUTIVE DIRECTOR, the Lowell School District Superintendent, and the ratification by the CHARTER 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.

### C. BENEFITS.

#### Health and Welfare Benefits

The EXECUTIVE DIRECTOR and his dependents shall be entitled to the same level of employee health and welfare benefits as granted to the confidential/management employees of Lowell School District.

As an exempt management employee, the EXECUTIVE DIRECTOR shall be on call to perform duties twenty-four (24) hours per day, 7 days per week. The EXECUTIVE DIRECTOR shall be expected to attend necessary evening and weekend meetings.

The CHARTER shall reimburse the EXECUTIVE DIRECTOR for reasonable, actual and necessary expenses (e.g. meals, registration fees, and air fare) for attendance at conferences, and other functions which directly contribute to the addressing of the CHARTER'S mission and goals.

The EXECUTIVE DIRECTOR shall be covered under the CHARTER'S liability insurance that covers the Board of Directors and the staff of the CHARTER.

### D. PROFESSIONAL COACH/ADVISOR

The EXECUTIVE DIRECTOR shall be entitled to contract with a professional coach/advisor of his choice for the purpose of supporting his in exercising effective leadership of the District. The cost shall not exceed \$5,000 annually.

## IV. **OUTSIDE PROFESSIONAL RESPONSIBILITIES**

The EXECUTIVE DIRECTOR may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations, with or without compensation, provided such activities do not interfere with or conflict with the EXECUTIVE DIRECTOR'S performance of his duties under this contract. All such service or engagements shall occur on EXECUTIVE DIRECTOR'S own time and shall not conflict with any duties or obligations to

the CHARTER. On all outside employment or activities, EXECUTIVE DIRECTOR shall be an independent contractor and not an employee of the CHARTER. Nothing herein shall prevent the EXECUTIVE DIRECTOR from identifying himself as the Executive Director of the CHARTER. Any compensation received by EXECUTIVE DIRECTOR for these outside professional activities shall belong to Executive Director.

## **V. EVALUATION**

The Superintendent of Lowell School District, in consultation with the Board of Directors of the CHARTER, will provide for the formal evaluation of the Executive Director's performance at least once annually, no later than February 28 of each year. The Executive Director shall provide written notice to the Superintendent and the Board of Directors by November 1 of each year regarding the formal evaluation process and its timeline. The Board of Directors shall devote a portion of at least one meeting annually for discussion and evaluation of the performance and working relationship between the EXECUTIVE DIRECTOR, the Lowell School District Superintendent, and the Board of Directors. The EXECUTIVE DIRECTOR will be responsible for calendaring these evaluation sessions with the Board of Directors and the Lowell School District Superintendent.

## **VI. 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 articles. Any modifications will be in writing, signed by both parties and attached to this document.

## **VII. TERMINATION OF EXECUTIVE DIRECTOR**

Notwithstanding any other provision of this contract, with the recommendation of the Superintendent of Lowell School District, the Board of Directors, without cause, in its sole discretion, shall have the option to unilaterally terminate this contract upon the provision of

written notice of such termination to the EXECUTIVE DIRECTOR. If the Board of Directors elects the option to terminate this contract without cause, then EXECUTIVE DIRECTOR shall receive EXECUTIVE DIRECTOR'S regular salary and paid health benefits for sixty (60) days. Such termination payment shall be paid in a lump sum. The parties agree to this liquidated damage provision in recognition of the extreme difficulty of ascertaining actual damages to the EXECUTIVE DIRECTOR.

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

Dated: July 24, 2017

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Ben Silebi  
President of Bridge Educational Foundation  
Board of Directors

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 EXECUTIVE DIRECTOR of the Bridge Charter School.

Date of Acceptance: July 24, 2017

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John L. VonDoloski

# Oregon School Boards Association Selected Sample Policy

Code: **CBG**  
Adopted: **Rec Adoption/Required**

## Evaluation of the Superintendent

The Board will formally evaluate the superintendent's job performance at least once each year. The evaluation will be based on the administrative job description, any applicable standards of performance, Board policy and progress in attaining any goals for the year established by the superintendent and/or the Board.

Additional criteria for the evaluation, if any, will be developed at a public board meeting prior to conducting the evaluation. The superintendent will be notified of the additional criteria prior to the evaluation.

The Board's discussion and conferences with and about the superintendent and his/her performance will be conducted in an executive session, unless the superintendent requests a session open to the public. Such an executive session will not include a general evaluation of any district goal, objective or operation. Results of the evaluation will be written and placed in the superintendent's personnel file.

~~Any time the superintendent's performance is deemed to be unsatisfactory, the Board will notify the superintendent in writing, of specific areas to be remedied and the superintendent will be given an opportunity to correct the problem(s). If performance continues to be unsatisfactory, the Board may dismiss the superintendent pursuant to Board policy, the employment contract with the superintendent and state law and rules.~~ At the Board's discretion, it may notify the superintendent in writing of specific areas to be remedied, and the superintendent may be given an opportunity to correct the problem(s). Where the Board provided written notice pursuant to the prior sentence, if the Board determines the superintendent's performance remains unsatisfactory, the Board may dismiss or non-renew the superintendent pursuant to Board policy, the superintendent's employment contract and state law and rules. In those situations where the superintendent's employment contract includes an evaluation, dismissal or non-renewal provision, it shall take precedent over this policy.

END OF POLICY

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### Legal Reference(s):

[ORS 192.660\(2\), \(8\)](#)  
[ORS 332.107](#)

[ORS 332.505](#)  
[ORS 342.513](#)

[ORS 342.815](#)  
[OAR 581-022-1720](#)

Hanson v. Culver Sch. Dist. (FDAB 1975).

R4/05/164/13/17 | PH

# Oregon School Boards Association Selected Sample Policy

Code: **EFA-AR**  
Reviewed/Revised: **Rec. Approval (optional but requested by Food Service)**

## Local Wellness Program

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

### Definitions

1. "Accompaniment foods" means food items served along with another food to enhance palatability such as butter, jelly, cream cheese, salad dressing, croutons and condiments.
2. "Combination foods" means products that contain two or more components representing two or more of the recommended food groups: fruit; vegetable; dairy; protein; or grains.
3. "Competitive foods" means any food or drink sold in competition with the National School Lunch Program (NSLP) and/or School Breakfast Program (SBP) during the school day.
4. ~~"Dietary Guidelines for Americans" means the current set of recommendations of the federal government that are designed to help people choose diets that will meet nutrient requirements, promote health, support active lives and reduce chronic disease risks.~~
4. "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.
5. "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.
6. "Meal period" means the period(s) during which breakfast or lunch meals are served and eaten, and as identified on the school schedule.
7. "Nutrition education" means a planned sequential instructional program that provides knowledge and teaches skills to help students adopt and maintain lifelong healthy eating habits.

8. “Oregon Smart Snacks **Standards**”<sup>1</sup> means the minimum nutrition standards for competitive foods and beverages.
- 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 and~~
  - ~~(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)<sup>2</sup>; and~~
  - (5) 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; **and**
        - 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.

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.

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;

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<sup>1</sup>[Oregon Department of Education, \*Oregon Smart Snacks Standards\*](#)

<sup>2</sup>Effective 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~~ 200 mg sodium<sup>3</sup> 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~~ ~~are~~ exempt from the nutrient standards for:

- (i) ~~(a)~~ Calories;
- (ii) ~~(b)~~ Total fat;
- (iii) ~~(c)~~ Saturated fat;
- (iv) ~~(d)~~ Transfat;
- (v) ~~(e)~~ Sodium; and
- (vi) ~~(f)~~ Sugar.

<sup>3</sup>On July 1, 2016, the sodium standard will reduce to 200 mg 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;
- (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, unsweetened fruit or vegetable juices, portion size not to exceed 8 ounces and 120 calories;
- (f) Fruit and vegetable juice that is 100 percent juice diluted with water, carbonated or uncarbonated, and no added sugar or sweeteners with portion size not to exceed 8 ounces and 120 calories;
- (g) Caffeine free, except for naturally occurring trace amounts.

(2) For middle school level students:

- (a) Plain water, carbonated or uncarbonated, with portion size unlimited;
- (b) Lowfat milk (unflavored), portion size not to exceed 10 ounces and 190 calories;
- (c) Nonfat milk (including flavored), portion size not to exceed 10 ounces and 190 calories;
- (d) Nutritionally equivalent milk alternatives, portion size not to exceed 10 ounces and 190 calories;
- (e) Full strength, unsweetened fruit or vegetable juices, portion size not to exceed 10 ounces and 150 calories;
- (f) Fruit and vegetable juice that is 100 percent juice diluted with water, carbonated or uncarbonated, and no added sugar or sweeteners with portion size not to exceed 10 ounces and 150 calories;
- (g) Caffeine free, except for naturally occurring trace amounts.

(3) For high school level students:

- (a) Plain water, carbonated or uncarbonated, with portion size unlimited;
- (b) Lowfat milk (unflavored), portion size not to exceed 12 ounces and 225 calories;
- (c) Nonfat milk (including flavored), portion size not to exceed 12 ounces and 225 calories;
- (d) Nutritionally equivalent milk alternatives, portion size not to exceed 12 ounces and 225 calories;
- (e) Full strength, unsweetened fruit or vegetable juices, portion size not to exceed 12 ounces and 180 calories;
- (f) Fruit and vegetable juice that is 100 percent juice diluted with water, carbonated or uncarbonated, and no added sugar or sweeteners with portion size not to exceed 12 ounces and 180 calories;

- (g) Low or no calorie beverage is less than 5 calories per 8 ounce serving or less than or equal to 10 calories per 20 fluid ounces, portion size not to exceed 20 ounce serving;
    - (h) Other beverages are not to exceed 40 calories per 8 fluid ounces (or 60 calories per 12 fluid ounces) with portion size not to exceed 12 ounces.
  - c. Use the nutrient standard for the lowest grade group when mixed grades have open access to competitive foods.
- 9. “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.
- 10. “School campus” means all areas of property under the jurisdiction of the school that are accessible to students during the school day.
- 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 be a sequential and integrated focus on improving students’ eating behaviors, be based on theories and methods proven effective by research and be reflect evidence based strategies 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.~~

### **Food and Beverage Marketing**

The district (i.e., school nutrition services, athletics department, PTA, PTO) will review existing contracts, new contracts and equipment and product purchase or replacement to reflect the applicable food and beverage marketing guidelines established by the district wellness policy.

“Food and beverage marketing” is defined as advertising and other promotions in schools. Food and beverage marketing often includes oral, written or graphic statements made for the purpose of promoting the sale of a food or beverage product made by the producer, manufacturer, seller or any other entity with a commercial interest in the product.

This term includes, but is not limited to, the following:

1. Brand names, trademarks, logos or tags, except when placed on a physically present food or beverage product or its container;
2. Displays, such as on vending machine exteriors;
3. Corporate brand, logo, name or trademark on school equipment, such as marquees, message boards, scoreboards or backboards.

Note: Immediate replacement of these items is not required; however, districts will replace or update scoreboards or other durable equipment when existing contracts are up for renewal or to the extent that is financially possible over time so that items are in compliance.

4. Corporate brand, logo, name or trademark on cups used for beverage dispensing, menu boards, coolers, trash cans and other food service equipment; as well as on posters, book covers, student assignment books or school supplies displayed, distributed, offered or sold by the district;
5. Advertisements in school publications or school mailings;
6. Free product samples, taste tests or coupons of a product, or free samples displaying advertising of a product.

## Physical ~~[Education]~~/Activity and Physical Education

In order to insure students are afforded the opportunity to engage in physical activity and physical education 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~~ all classes or courses as part of a well-rounded education;
2. Physical education will be a course of study that focuses on students' ~~development of motor skills, movement forms and health-related fitness~~ physical literacy and development of motor skills;
3. Physical education courses will be the environment where students learn, practice and are assessed on developmentally appropriate ~~motor skills, social skills and~~ knowledge, skills and confidence to become physically literate;
4. All physical education classes will be taught by ~~highly-qualified~~ licensed physical education ~~instructors~~ teachers and/or appropriately licensed teachers as outlined by the Teacher Standards and Practices Commission (TSPC)~~};{and}~~
5. ~~A d~~Daily recess period(s) will be provided ~~which that~~ 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* nutrition standards set by the USDA and the Oregon Smart Snacks Standards. 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). A school or district, that operates or contracts the food service component of their NSLP and SBP, shall form a nutrition advisory committee comprised of staff, students and parents. 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 provide families, on request, information about the ingredients and nutritional value of the foods served;
8. Modified meals are prepared for students with special food dietary 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 a disability<sup>4</sup> that restricts their diet, when supported by a written statement from a state-licensed health care professional who is authorized to write medical prescriptions.
  - 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 provided only when a medical statement from the licensed health care professional is on file at the school. 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 nature of the child's impairment so its effect on the student's diet is understood, and what must be done to accommodate the impairment.
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;

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<sup>4</sup>To comply with Section 504 as it relates to a student's severe food allergy, such as milk, gluten, nut or soy, and including but not limited to diabetes, colitis, etc.

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; and
  - 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.

### **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 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 ~~for offered~~ in classrooms or school-sponsored activities during the school day shall follow the Oregon Smart Snacks Standards.

Foods and beverages that meet or exceed the nutrition standards set by the USDA and the Oregon Smart Snacks Standards may be sold through fund raisers on the school campus during the school day.

### **~~School~~ Employee Wellness<sup>5</sup>**

The district's ~~school e~~Employee wWellness pProgram ~~{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 ~~are~~ preferably ~~are~~-tailored to employee's needs and interests;
2. Safe, supportive social and physical environments including organizational expectations about healthy behavior, and implementation of policy that promotes health and safety and reduces the risk of disease;

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<sup>5</sup>[This language is optional and not required by state or federal law.]

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; and
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, “eEmployees” are not limited to instructional staff (i.e., teachers and instructional assistants), but includes all administrators and all support staff.

The following groups are seen as essential for establishing, implementing and sustaining an effective school employee wellness program:

1. School personnel who implement existing wellness programs in the district, (i.e., school employee wellness committee);
2. District personnel who implement health programs for students (such as, but not limited to, e.g., school health coordinator, school nurses, psychologist, health and physical educators, nutrition professionals, counselors and other school staff); and
3. 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, e.g., Board members, superintendents, human resource administrators, fiscal services administrators and principals).

### Other School-Based Activities that Promote Student Wellness

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

1. Health screenings;
2. Safe Routes to Schools Program;
3. Physically active community engagement (e.g., skate night, fun run, dance night);
4. Nonfood-related fund raisers;
5. Physical activity brain breaks during transitions from one subject to another;
6. Intramural sports;
7. Foodless fund raisers;

7. ~~[Monthly/Weekly school walks;]~~
8. ~~[Assemblies which focus on wellness issues such as obesity and obesity-related diseases, healthy eating and the benefits of physical exercise the importance of breakfast, healthy beverages, and how students and staff can incorporate 60 minutes of physical activity into their day;]~~
9. ~~[The use of alternates to food as rewards in the classroom;]~~ and
10. ~~[Support groups for overweight and underweight students, and those students who struggle with nutrition and physical activity;]~~
11. [Communication between classroom teachers and nutrition staff, so that menus and nutrition promotion can be tied into classroom learning and coursework;].
12. ~~[Include wellness as a standing agenda item for school-based meetings (e.g., staff meetings, site council meetings, PTO).]~~

### **Competitive Food Sales**

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

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

### **Other Foods Offered or Sold**

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

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

### **Staff Development**

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

1. Personnel management;
2. Financial management and record keeping;



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

### **Family and Community Involvement**

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

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

### **Program Evaluation**

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

20. Board policy and this administrative regulation are implemented as written;
21. All building, grade-level nutrition education curricula and materials are assessed for accuracy, completeness, balance and consistency with state and local district educational goals and standards;
22. Nutrition education is provided throughout the student's school years as part of the district's age-appropriate, comprehensive nutrition program, and is aligned and coordinated with the Oregon Health Education Standards and school health education programs;
23. Teachers deliver nutrition education through age-appropriate, culturally relevant, participatory activities that include social learning strategies and activities that are aligned and coordinated with the Oregon Health Education Standards and school health education programs;
24. Teachers and school nutrition and food services personnel have undertaken joint project planning and action;
25. Teachers have received curriculum-specific training;
26. ~~{Teachers provide physical activity instruction and programs that meet the needs and interests of all students;}~~
27. Families and community organizations are involved, to the extent practicable, in nutrition education; and
28. ~~{One or more persons}~~ within the district or at each school, as appropriate, will be charged with the operational responsibility of ensuring that the policy and administrative regulations are followed and will develop an evaluation plan to be used to assess the district's level of compliance with state and federal requirements.

10/08/154/13/17 | PH

# Oregon School Boards Association Selected Sample Policy

Code: **EFAA-AR**  
Adopted: **Required**

## Reimbursable Meals and Milk Programs

(National School Lunch Program, School Breakfast Program, Special Milk Program and other meal programs)

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

### Meal Pricing Procedures

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

### Application Procedures

9. Households receiving SNAP or Temporary Assistance to Needy Families (TANF) benefits as identified by Oregon Department of Education (ODE), will be automatically eligible for free meals~~, and~~ ~~afterschool snacks~~ ~~milk~~, for the students listed on the official document. Districts must access this document at least three times per year.

10. Students receiving support through the migrant education program, Runaway and Homeless Youth Act, McKinney-Vento Homeless Assistance Act, federal Head Start and state-funded prekindergarten programs, with income eligibility criteria identical or more stringent than federal Head Start, or are in state or court placement foster care, will be automatically eligible for free meals~~[,] [and] [after school snacks] [milk]~~, for the students listed on the official documents.
11. Households that submit a confidential application will be notified of their student's eligibility for free or reduced price meals ~~[or free milk]~~. Households that are denied free or reduced price benefits will be notified in writing using the ODE template letter distributed to the district annually.
12. On a case-by-case basis when a student is known to be eligible for free or reduced price meal ~~[or free milk]~~ benefits, and the household fails to submit a confidential application, the superintendent or designee may complete an application for the student documenting how he/she knows the household income qualifies the student for free or reduced price meal benefits. Parents of a student approved for free or reduced price benefits, when application is made for the student by a school official, will be notified of the decision and given the opportunity to decline benefits.
13. Students who do not qualify for free or reduced price meals ~~[or free milk]~~ are eligible to participate in the ~~[SMP,]~~ National School Lunch Program (NSLP) ~~[and School Breakfast Program (SBP)]~~ and will be charged "paid" prices set by the district. "Paid" category students will be treated equally to students receiving free or reduced price benefits in every aspect of the district's NSLP~~[,] [and] [SMP] [SBP,] [Child and Adult Care Food Program (CACFP)] [and Summer Food Service Program (SFSP)]~~.
14. The district has established a fair hearing process under which a household can appeal a decision with respect to the household's application for benefits or any subsequent reduction or termination of benefits.
15. In the event of major employers contemplating large layoffs in the attendance area of the district, the district will provide confidential applications and eligibility criteria for free and reduced price meals ~~[or free milk]~~ to the employer for distribution to affected employees.

### **Financial Management of the Nonprofit School Food Service**

1. The district will maintain a nonprofit school nutrition and food service operation.
2. Revenues earned by the school nutrition and food services will be used only for the operation or improvement of NSLP~~[,] [and] [SMP] [SBP and] [CACFP] [SFSP]~~.
3. Lunch and breakfast meals served to teachers, administrators, custodians and other adults not directly involved with the operation of the district's nutrition and food services will be priced to cover all direct and indirect cost of preparing and serving the meal.<sup>1</sup>
4. District nutrition and food services revenues will not be used to purchase land or buildings.
5. The district will limit its nutrition and food services net cash resources to an amount that does not exceed three months average expenditures.

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<sup>1</sup>For meals with portion sizes equivalent to student meals, the adult meal price will be no less than the amount of reimbursement for a free-eligible meal, plus the value of commodity foods used in the meal preparation.

6. The district will maintain effective control and accountability for, and adequately safeguard, all nutrition and food services' cash, real and personal property, equipment and other assets, and ensure they are used solely for nutrition and food services purposes.
7. The district will meet the requirements for allowable NSLP~~{,} [and] [SMP] [SBP and] [CACFP] [SFSP]~~ costs as described in 2 C.F.R. 200.
8. In purchasing nutrition and food services goods or services, the district will not accept proposals or bids from any party that has developed or drafted specifications, requirements, statements of work, invitations for bids, requests for proposals, contract terms and conditions or other documents for proposals used to conduct the procurement.
9. All procurement transactions for nutrition and food services goods and services will be conducted according to state, federal and district procurement standards using the applicable cost thresholds.
10. In the operation of its nutrition and food services program, the district will purchase food products where at least 50 percent of the ingredients are produced or processed in the United States, whenever possible.
11. ~~[The district may use facilities, equipment and personnel supported with nutrition and food services revenue to support a nonprofit nutrition program for the elderly.]~~

### **Civil Rights and Confidentiality Procedures**

1. The district will not discriminate against any student because of his/her eligibility for free or reduced price meals.
2. The district will not discriminate against any student or any nutrition and food services employee because of race, color, national origin, marital status, sex, sexual orientation, parental status, religion, age or disability.
3. The district will assure that all students and nutrition and food services employees are not subject to different treatment, disparate impact or a hostile environment.
4. Established district procedures will be followed for receiving and processing civil rights complaints related to applications for NSLP~~{,} [and] [SMP] [SBP and] [CACFP] [SFSP]~~ benefits and services, and employment practices with regard to the operation of its NSLP~~{,} [and] [SMP] [SBP and] [CACFP] [SFSP]~~. The district will forward any civil rights complaint regarding the district's nutrition and food services to ODE's director of Child Nutrition Programs within three days of receiving the complaint.
5. The district will make written or oral translations of all nutrition and food services materials available to all households who do not read or speak English.
6. The district will maintain strict confidentiality of all information obtained through a confidential application for free and reduced price meals ~~{or free milk}~~ or direct certification, including students' eligibility for free or reduced price meals and all household information. The district's NSLP~~{,} [and] [SMP] [SBP and] [CACFP] [SFSP]~~ operators are not required to release any information from a student's confidential application for free or reduced price meals ~~{or free milk}~~. No information may be released from a student's eligibility information without first obtaining written permission

from the student's parent or legal guardian/adult household member signing the application, except as follows:

- a. An individual student's name and eligibility status may be released without written consent only to persons who operate or administer federal education programs; persons who operate or administer state education or state health programs at the state level; persons evaluating state, education assessment; or persons who operate or administer any other NSLP, SBP, SMP, CACFP, SFSP or SNAP;
- b. Any other confidential information contained in the confidential application for free and reduced price meals or free milk (e.g., family income, address, etc.) may be released without written consent only to persons who operate or administer the NSLP, SBP, SMP, CACFP, SFSP and the Special Supplemental Nutrition Program for Women, Infants and Children (WIC); the Comptroller General of the United States for audit purposes; and federal, state or local law enforcement officials investigating alleged violation of any of the programs listed above.

### **Nutrition and Menu Planning**

1. Meals and afterschool snacks served for reimbursement will meet the ~~recommendations of the most current *Dietary Guidelines for Americans*~~ nutrition standards established by the U.S. Department of Agriculture (USDA) and Oregon Smart Snacks Standards.
2. Meals ~~and afterschool snacks~~ served for reimbursement will meet at least the minimum NSLP~~, and~~ ~~SMP~~ ~~SBP and~~ ~~CACFP~~ ~~SFSP~~ requirements for food items and quantities.
3. Meals served for reimbursement will:
  - a. Meet all calorie range requirements by grade level;
  - b. Meet the maximum standards set for saturated fat;
  - c. Meet the maximum standards set for sodium by grade level; and
  - d. Meet the requirement for zero grams of trans fats.
4. The district will use the offer versus serve option when serving NSLP lunches to senior high school students. High school students must take at least three of five different food items including one-half cup of fruit or vegetable offered in program lunches.
5. ~~The district will use the offer versus serve option when serving program breakfasts to senior high school students. High school students must take at least three of four food items, including one-half cup of fruit or vegetable offered in program breakfasts.~~
6. ~~The district will use the offer versus serve option when serving program lunches to students below senior high school grades. Students below high school grades will be required to take three of the five food items, including one-half cup of fruit or vegetable offered in program lunches.~~
7. ~~The district will use the offer versus serve option when serving program breakfasts to students below senior high school grades. Students below high school grades will be required to take three of the four food items, including one-half cup of fruit offered in program breakfasts.~~
8. A copy of the Board minutes adopting the offer versus serve policy for students below high school grades for program lunches and/or for all students in the district for program breakfasts, as applicable, will be made available upon request.

## **Use and Control of Commodity Foods**

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

## **Accuracy of Reimbursement Claims**

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

## **Food Safety and Sanitation Inspections**

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

## **General USDA NSLP/SBP/SMP Requirements**

1. The district will ensure that no student is denied a meal as a disciplinary action.
2. Breakfast will be served in the morning hours, at or near the beginning of the student’s school day.
3. Lunch will be served between the hours of 10 a.m. and 2 p.m.



4. The district will provide substitute foods for students with a disability<sup>2</sup> that restricts their diet when supported by a written statement from a state-licensed health care professional, who is authorized to write medical prescriptions. Substitutions will be provided only when a medical statement from the licensed health care professional is on file at the school. The medical statement must state the nature of the child's impairment so its effect on the student's diet is understood, and what must be done to accommodate the impairment. The district will not charge more than the price of the school meal, as determined by the child's eligibility status, for meals with the accommodation.
5. The district will control the sale of competitive foods.
6. The district will ensure that potable~~drinking~~ water will be available to students, free of charge for consumption in the place where meals are served during meal service.
7. The district ~~allows no meal charges~~ will notify all households of its meal charge requirements early in the school year. The district's meal charging requirements are as follows:

A charge account for students paying full or reduced price for meals may be established with the district. Students may charge no more than ~~two~~ meals. Any student failing to keep his/her account current as required by the district shall not be allowed to charge the price of further meals until the account has been paid in full ~~but will be allowed to purchase a meal if the student pays for the meal when it is received~~. At least one written warning shall be provided to a student and his/her parent prior to denying meals for exceeding the district's charge limit. ~~Payment is due to the district office on the [ ] of each month.~~ Students or parents of students may prepay meal costs.<sup>3</sup>
8. The sale of foods in competition with the district's lunch (NSLP) or breakfast (SBP) programs will be allowed in dining sites during lunch and breakfast periods with Board approval only when all income from the food sales accrues to the benefit of the district's nutrition and food services or accrues to a school or student organization approved by the Board. A copy of the Board minutes approving and defining competitive food sales will be made available upon request.
9. ~~Students will will not be charged for second servings of meals or portions of meals served.~~

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<sup>2</sup>To comply with Section 504 as it relates to a student's severe food allergy, such as milk, gluten, nut or soy, and including but not limited to diabetes, colitis, etc.

<sup>3</sup>[Language is suggested only. Revise to reflect district's meal charging requirements and ensure information is communicated to students and parents.]



## Record Keeping

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

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

R4/31/174/13/17 | PH

# Oregon School Boards Association Selected Sample Policy

Code: **GBH/JECAC**  
Adopted: **OSBA recommends deletion**

## **Staff/Student/Parent Relations\*\*** (Version 1)

The Board encourages parents to be involved in their student's school affairs and, unless otherwise ordered by the courts, an order of sole custody to one parent shall not deprive the other parent access to school records.

The parent having sole custody will be contacted before records are released to a noncustodial parent. Only if the parent having sole custody presents a court document to the contrary will the noncustodial parent be denied access to the records.

Otherwise, the noncustodial parent may receive and inspect school records and consult with school staff concerning the student's welfare and education to the same extent as provided the parent having sole custody.

Noncustodial parents will not be granted visitation or telephone access to the student during the school day nor will a student be released to the noncustodial parent without written permission of the parent having sole custody.

The district will use reasonable methods to identify and authenticate the identity of both parents.

END OF POLICY

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### **Legal Reference(s):**

[ORS 107.154](#)  
[ORS 109.056](#)

[ORS 163.245 - 163.257](#)

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2011); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2011).  
Protection of Pupil Rights, 20 U.S.C. § 1232h (2006); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2006).  
2/26/09 | MS

# Oregon School Boards Association Selected Sample Policy

Code: **GBH/JECAC**  
Adopted: **Rec. adoption and replace  
previous version**

## Staff/Student/Parent Relations\*\* (~~Version 2~~)

The Board encourages parents to be involved in their student's school-affairs educational activities and, unless otherwise ordered by the courts, an order of sole custody on the part of one parent shall not deprive the other parent of the following authority as it relates to:

1. Receiving and inspecting school their student's education records and consulting with school staff concerning the student's welfare and education, to the same extent as provided the parent having sole custody;
2. Authorizing emergency medical, dental, psychological, psychiatric or other health care for the student if the custodial parent is, for practical reasons, unavailable.

It is the responsibility of the parent with sole custody to provide any court order that curtails the rights of the noncustodial parent at the time of enrollment or any other time a court order is issued. ~~A parent with sole custody shall be requested to provide the district with written instructions regarding particular rights or privileges granted to the noncustodial parent.~~

Noncustodial parents will not be granted visitation or telephone access to the student during the school day. The student will not be released to the noncustodial parent ~~without written permission of the parent with sole custody~~ unless allowed by court order.

In the case of joint custody, the district will adhere to all conditions specified and ordered by the court. The district may request in writing any special requests or clarifications in areas concerning the student and the district's relationship and responsibilities.

The district will use reasonable methods to identify and authenticate the identity of both parents.

END OF POLICY

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### Legal Reference(s):

[ORS 107.154](#)  
[ORS 109.056](#)  
[ORS 163.245 to -163.257](#)

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

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

2/26/094/13/17 | MSPH

# Oregon School Boards Association Selected Sample Policy

Code: **GBMA**  
Adopted: **Rec. Approval/ Required**

## Whistleblower \*

When an employee has good faith and reasonable belief the employer has violated any federal, state or local, law, rule or regulation; has engaged in mismanagement, gross waste of funds or abuse of authority; or created a substantial and specific danger to public health and safety by its actions, and an employee then discloses or plans to disclose such information, it is an unlawful employment practice for an employer to:

1. Discharge, demote, transfer, reassign or take disciplinary action against an employee or threaten any of the previous actions.
2. Withhold work or suspend an employee.
3. Discriminate or retaliate against an employee with regard to promotion, compensation or other terms, conditions or privileges of employment.
4. Direct an employee or to discourage an employee to not disclose or to give notice to the employer prior to making any disclosure.
5. Prohibit an employee from discussing, either specifically or generally, the activities of the state or any agency of or political subdivision in the state, or any person authorized to act on behalf of the state or any agency of or political subdivision in the state, with:
  - a. Any member of the Legislative assembly;
  - b. Any Legislative committee staff acting under the direction of any member of the Legislative assembly; or
  - c. Any member of the elected governing body of a political subdivision in the state or any elected auditor of a city, county or metropolitan service district.

An employee's good faith and reasonable belief shall serve as an affirmative defense to civil or criminal charges related to the employee's disclosure of lawfully accessed information related to the violation, including information that is exempt from disclosure by public records law.

The district will use the complaint process in <sup>1</sup>administrative regulation KL-AR - Public Complaints Procedure<sup>1</sup> to address any alleged violations of this policy.

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<sup>1</sup>If the district created and has a GBM-AR - Staff Complaints, it may want to consider inserting that language here.

The district shall deliver a written or electronic copy of this policy to each staff member.

END OF POLICY

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**Legal Reference(s):**

[ORS 192.501](#) to -192.505

[ORS 659A.199](#) to -659A.224

[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).

R4/28/164/13/17 | PH

# Oregon School Boards Association Selected Sample Policy

Code: GCBDA/GDBDA  
Adopted: **Rec Adoption/ Required**

## Family Medical Leave \*

When applicable, the district will comply with all the provisions of the Family and Medical Leave Act (FMLA) of 1993, the Oregon Family Leave Act (OFLA) of 1995, the Military Family Leave Act as part of the National Defense Authorization Acts of 2008 and for Fiscal Year 2010 (which expanded certain leave to military families and veterans for specific circumstances), the Oregon Military Family Leave Act (OMFLA) of 2009, and other applicable provisions of Board policies and collective bargaining agreements regarding family medical leave.

FMLA applies to districts with 50 or more employees within 75 miles of the employee's work site, based on employment during each working day during any of the 20 or more work weeks in the calendar year in which the leave is to be taken, or in the calendar year preceding the year in which the leave is to be taken. The 50 employee test does not apply to educational institutions for determining employee eligibility.

OFLA and OMFLA applies to districts that employ 25 or more part-time or full-time employees in Oregon, based on employment during each working day during any of the 20 or more work weeks in the calendar year in which the leave is to be taken, or in the calendar year immediately preceding the year in which the leave is to be taken.

In order for an employee to be eligible for the benefits under federal law FMLA, he/she must have been employed by the district for at least 12 months and have worked at least 1,250 hours during the past 12-month period.

In order for an employee to be eligible for the benefits under state law OFLA, an employee he/she must work an average of 25 hours per week and have been employed at least 180 calendar days prior to the first day of the family medical leave of absence. For parental leave purposes, however, an employee becomes eligible upon completing at least 180 calendar days immediately preceding the date on which the parental leave begins. There is no minimum average number of hours worked per week when determining employee eligibility for parental leave.

OMFLA applies to employees who work an average of at least 20 hours per week; there is no minimum number of days worked when determining an employee's eligibility for OMFLA.

Federal and state leave entitlements generally run concurrently.

The superintendent ~~for designee~~ will develop administrative regulations as necessary for the implementation of the provisions of both federal and state law.

END OF POLICY

**Legal Reference(s):**

[ORS 332.507](#)

[ORS 342.545](#)

[ORS 659A.090](#)

[ORS 659A.093](#)

[ORS 659A.096](#)

[ORS 659A.099](#)

[ORS 659A.150 to -659A.186](#)

[OAR 839-009-0200 to -0320](#)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2006); 28 C.F.R. Part 35 (2006).  
Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601-2654 (2006); Family and Medical Leave Act of 1993, 29 C.F.R. Part 825 (2008).

National Defense Authorization Act of 2008, Public Law 110-181, § 585(a).

Americans with Disabilities Act Amendments Act of 2008.

National Defense Authorization Act for Fiscal Year 2010, Public Law 111-84, § 565.

Escriba v. Foster Poultry Farms, Inc. 743 F.3d 1236 (9<sup>th</sup> Cir. 2014).

R42/10/094/13/17 | RS

# Oregon School Boards Association Selected Sample Policy

Code: **GCBDA/GDBDA-AR(1)**  
Revised/Reviewed: **Rec. Adoption (conditionally required)**

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

### **Coverage**

The federal Family and Medical Leave Act (FMLA) applies to districts with 50 or more employees within 75 miles of the employee's work site, based on employment during each working day during any of the 20 or more workweeks in the calendar year in which the leave is to be taken, or in the calendar year preceding the year in which the leave is to be taken. The 50 employee test does not apply to educational institutions for determining employee eligibility.

The Oregon Family Leave Act (OFLA) and the Oregon Military Family Leave Act (OMFLA) applies to districts that employ 25 or more part-time or full-time employees in Oregon, based on employment during each working day during any of the 20 or more workweeks in the calendar year in which the leave is to be taken, or in the calendar year immediately preceding the year in which the leave is to be taken.

### **Employee Eligibility**

FMLA applies to employees who have worked for the district for at least 12 months (not necessarily consecutive) and worked for at least 1,250 hours during the 12-month period immediately preceding the start of the leave.

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

OFLA applies to employees who work an average of 25 hours or more per week during the 180 calendar days or more immediately prior to the first day of the start of the requested leave.<sup>1</sup> For parental leave purposes, an employee becomes eligible upon completing at least 180 days immediately preceding the date on which the parental leave begins. There is no minimum average number of hours worked per week when determining employee eligibility for parental leave.

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

1. A female employee who has taken 12 weeks of pregnancy disability leave need not requalify leave in the same leave year for any other purpose;

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<sup>1</sup>The requirements of OFLA do not apply to any employer offering eligible employees a nondiscriminatory cafeteria plan, as defined by section 125 of the Internal Revenue Code of 1986, which provides as one of its options employee leave at least as generous as the leave required by OFLA.



2. An employee who has taken 12 weeks of parental leave need not requalify to take an additional 12 weeks in the same leave year for sick child leave; and
3. An employee granted leave for a serious health condition for the employee or a family member need not requalify if additional leave is taken in this leave year for the same reason.

OMFLA applies to employees who work an average of at least 20 hours per week. There is no minimum number of days worked when determining employee eligibility for OMFLA.

In determining if an employee has been employed for the preceding 180 calendar days, when applicable, the employer must consider days, e.g., paid or unpaid, an employee is maintained on payroll for any part of a work week. Full-time public school teachers who have been maintained on payroll by a district for 180 consecutive calendar days are thereafter deemed to have been employed for an average of at least 25 hours per week during the 180 days immediately preceding the start date of the OFLA leave. This provision is eligible for rebuttal if for example, the employee was on a nonpaid sabbatical.

In determining average workweek, the employer must count the actual hours worked using the Fair Labor Standards Act (FLSA) guidelines.

### **Qualifying Reason**

Eligible employees may access FMLA leave for the following reasons:

4. Serious health condition of the employee or the employee's covered family member:
  - a. Inpatient care;
  - b. Continuing treatment;
  - c. Chronic conditions;
  - d. Permanent, long-term or terminal conditions;
  - e. Multiple treatments;
  - f. Pregnancy and prenatal care.
5. Parental leave<sup>2</sup> (separate from eligible leave as a result of a child's serious health condition):
  - a. Bonding with and the care for the employee's newborn (within 12 months following birth);
  - b. Bonding with and the care for a newly adopted or newly placed foster child under the age of 18 (within 12 months of placement);
  - c. Care for a newly adopted or newly placed foster child over 18 years of age who is incapable of self-care because of a physical or mental impairment (within 12 months of placement);
  - d. Time to effectuate the legal process required for placement of a foster child or the adoption of a child.
6. Military Caregiver Leave: leave for the care for spouse, son, daughter or next-of-kin who is a covered servicemember/veteran with a serious injury or illness;
7. Qualifying Exigency Leave: leave arising out of the foreign deployment of the employee's spouse, son, daughter or parent.

Eligible employees may access OFLA for the following reasons:

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<sup>2</sup>Parental leave must be taken in one continuous block of time within 12 months of the triggering event.

8. Serious health condition of the employee or the employee's covered family member:
  - a. Inpatient care;
  - b. Continuing treatment;
  - c. Chronic conditions;
  - d. Permanent, long-term or terminal conditions;
  - e. Multiple treatments;
  - f. Pregnancy and prenatal care.
9. Parental leave (separate from eligible leave as a result of the child's serious health condition):
  - a. Bonding with and the care for the employee's newborn (within 12 months following birth);
  - b. Bonding with and the care for a newly adopted or newly placed foster child under the age of 18 (within 12 months of placement);
  - c. Care for a newly adopted or newly placed foster child over 18 years of age who is incapable of self-care because of a physical or mental impairment (within 12 months of placement);
  - d. Time to effectuate the legal process required for placement of a foster child or the adoption of a child.
10. Sick Child Leave: leave for non-serious health conditions of the employee's child.
11. Bereavement Leave: leave related to the death of a covered family member.<sup>3</sup>

Eligible employees may access OMFLA for the purpose of spending time with a spouse or same-gender domestic partner who is in the military and has been notified of an impending call or order to active duty, or who has been deployed during a period of military conflict.

The eligibility of an employee who takes multiple leaves for different qualified reasons during the same district designated leave period may be reconfirmed at the start of each qualified leave requested.

## Definitions

12. Family member:
  - a. For the purposes of FMLA, "family member" means:
    - (1) Spouse<sup>4</sup>;
    - (2) Parent;
    - (3) Child; or
    - (4) Persons who are "in loco parentis".

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<sup>3</sup>Bereavement leave under OFLA must be completed within 60 days of when the employee received notice of the death.

<sup>4</sup>"Spouse" means individuals in a marriage, including "common law" marriage and same-sex marriage. For OFLA, spouse also includes same-sex individuals with a Certificate of Registered Domestic Partnership.

- b. For the purposes of OFLA, “family member” means:
  - (1) Spouse;
  - (2) Registered, same-gender domestic partner;
  - (3) Parent;
  - (4) Parent-in-law;
  - (5) Parent of employee’s registered, same-gender domestic partner;
  - (6) Child;
  - (7) Child of employee’s registered, same-gender domestic partner;
  - (8) Grandchild;
  - (9) Grandparent; or
  - (10) Persons who are “in loco parentis”.

13. Child:

- a. For the purposes of FMLA, “child” means a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing “in loco parentis”, who is either under the age of 18, or who is 18 years of age or older and who is incapable of self-care because of a physical or mental impairment.
- b. For the purposes of Military Caregiver Leave and Qualifying Exigency Leave under FMLA, “child” means the employee’s son or daughter on covered active duty regardless of that child’s age.
- c. For the purposes of OFLA, “child” means a biological, adopted, foster child or stepchild of the employee, the child of the employee’s same-gender domestic partner, or a child with whom the employee is or was in a relationship of “in loco parentis”.
- d. For the purposes of parental and sick child leave under OFLA, the child must be under the age of 18 or an adult dependent child substantially limited by a physical or mental impairment.

14. In loco parentis:

- a. For the purposes of FMLA, “in loco parentis” means persons with day-to-day responsibility to care for and financially support a child, or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
- b. For the purposes of OFLA, “in loco parentis” means person in the place of the parent having financial or day-to-day responsibility for the care of a child. A legal or biological relationship is not required.

15. Next of kin:

For the purposes of FMLA and Military Caregiver Leave under FMLA, “next of kin” means the nearest blood relative other than the servicemember’s spouse, parent, son or daughter in the following order of priority (unless otherwise designated in writing by the servicemember):

- a. Blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions;
- b. Brothers or sisters;
- c. Grandparents;
- d. Aunts and uncles; and
- e. First cousins.

16. Covered servicemembers:

For the purposes of Military Caregiver Leave under FMLA, “covered servicemember” means a current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation or therapy, or is in outpatient status, or is on the temporary disability retire list for a serious injury or illness.

17. Covered veteran:

For the purposes of Military Caregiver Leave under FMLA, “covered veteran” means a veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness provided he or she was:

- a. A member of the Armed Forces (including a member of the National Guard or Reserves);
- b. Discharged or released under conditions other than dishonorable; and
- c. Discharged within the five year period before the eligible employee first takes FMLA, Military Caregiver Leave.

### Leave Period

For the purposes of calculating an employee’s leave period, the district will use ~~the calendar year~~ ~~any fixed 12-month “leave year”~~ ~~the 12-month period measured forward from the date the employee’s leave begins~~ ~~a “rolling” 12-month period measured backward from the date the employee uses any family and medical leave~~. The same method for calculating the 12-month period for FMLA and OFLA leave entitlement shall be used for all employees. However, in all instances, the leave period for the purposes of OMFLA and Military Caregiver Leave under FMLA shall be dependent on the start of any such leave regardless of the district’s designated 12-month leave period described above.

### Leave Duration

For the purposes of FMLA, an eligible employee is generally entitled to a total of 12 weeks of qualified leave during the district’s designated leave period<sup>5</sup>. Spouses who work for the district may be limited to a combined 12 weeks of FMLA leave during the district’s designated leave period when the purpose of the leave is for the birth of a child or to care for a child after birth, placement of an adopted or foster child or the care for an adopted or foster child after placement, or to care for the employee’s parent’s serious medical condition. Except in specific and unique instances, all qualified leave under FMLA counts toward an employee’s leave entitlement within the district’s designated leave period.

For the purposes of OFLA, an eligible employee is generally entitled to a total of 12 weeks of qualified leave during the district’s designated leave period. However, a woman is entitled to an additional full 12 weeks of parental leave during the district’s designated leave period following the birth of a child regardless of how much OFLA qualified leave she has taken prior to the birth of such child during the district’s designated leave period. Likewise, an employee who uses the full 12 weeks of parental leave during the district designated leave period, will be entitled to an additional 12 weeks of sick child leave under OFLA during the district’s designated leave period for the purpose of caring for a child(ren) with a non-serious health condition requiring home care.<sup>6</sup>

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<sup>5</sup>An eligible employee taking Military Caregiver Leave under FMLA is entitled to up to 26 weeks of leave in the 12-month period beginning with the first day of such leave and regardless of any FMLA leave taken previously during the district’s leave period. However, once the 12-month period begins for the purposes of Military Caregiver Leave under FMLA, any subsequent FMLA qualified leave, regardless of reason for such leave, will count toward the employee’s 26-week entitlement under Military Caregiver Leave under FMLA.

<sup>6</sup>Sick child leave under OFLA need not be provided if another family member, including a noncustodial biological parent, is

Unlike FMLA, OFLA does not combine the leave entitlement for spouses working for the district. However, under OFLA, family members who work for the district may be restricted from taking concurrent OFLA qualified leave.<sup>7</sup>

For the purposes of OMFLA, an eligible employee is entitled to 14 days of leave per call or order to active duty or notification of a leave from deployment. When an employee also meets the eligibility requirements of OFLA, the duration of the OMFLA leave counts toward that employee's leave entitlement during the district's designated leave period.

Except as otherwise noted above, qualified leave under FMLA and OFLA for an eligible employee will run concurrently during the district's designated leave period.

For the purpose of tracking the number of leave hours an eligible employee is entitled and/or has used during each week of the employee's leave, leave entitlement is calculated by multiplying the number of hours the eligible employee normally works per week by 12<sup>8</sup>. If an employee's schedule varies from week-to-week, a weekly average of the hours worked over the 12 weeks worked prior to the beginning of the leave period shall be used for calculating the employee's normal workweek<sup>9</sup>. If an employee takes intermittent or reduced work schedule leave, only the actual number of hours of leave taken may be counted toward the 12 weeks of leave to which the employee is entitled.

### **Intermittent Leave**

With the exception of parental leave which must be taken in one continuous block of time, an eligible employee is permitted under FMLA and OFLA to take intermittent leave for any qualifying reason.

Intermittent leave is taken in multiple blocks of time (i.e., hours, days, weeks, etc.) rather than in one continuous block of time and/or requires a modified or reduced work schedule.

When an employee is eligible for OFLA leave, but not FMLA leave, the employer:

18. May allow an exempt employee, as defined by state and federal law, with accrued paid time off to take OFLA leave in blocks of less than a full day; but
19. May not reduce the salary of an employee who is taking intermittent leave when they do not have accrued paid leave available. To do so would result in the loss of exemption under state law.

An employee's FMLA and/or OFLA intermittent leave time is determined by calculating the difference between the employee's normal work schedule and the number of hours the employee actually works during the leave period. The result of such calculation is credited against the eligible employee's leave entitlement.

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willing and able to care for the child.

<sup>7</sup>Exceptions to the ability to require family members from taking OFLA qualified leave at different times are when 1) employee is caring for the other employee who has a serious medical condition; 2) one employee is caring for a child with a serious medical condition when the other employee is suffering a serious medical condition; 3) each family member is suffering a serious medical condition; 4) each family member wants to take Bereavement Leave under OFLA; and 5) the employer allows the family members to take concurrent leave.

<sup>8</sup>For example, an employee normally employed to work 30 hours per week is entitled to 12 times 30 hours, or a total of 360 hours of leave.

<sup>9</sup>For example, an employee working an average of 25 hours per week is entitled to 12 times 25 hours, or a total of 300 hours of leave.

Holidays or days in which the district is not in operation, are not counted against the eligible employee's intermittent OFLA leave period unless the employee was scheduled and expected to work on any such day.

### **Alternate Work Assignment**

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

20. The employee accepts the position voluntarily and without coercion;
21. The transfer is temporary, lasts no longer than necessary and has equivalent pay and benefits;
22. The transfer is compliant with any applicable collective bargaining agreement;
23. The transfer is compliant with state and federal law, including but not limited to the protections provided for in FMLA and/or OFLA; and
24. The transfer is not used to discourage the employee from taking FMLA and/or OFLA leave for a serious health condition or to create a hardship for the employee.

The district may transfer an eligible employee who is on a foreseeable intermittent FMLA and/or OFLA leave to another position with the same or different duties to accommodate the leave, provided:

25. The employee accepts the transfer position voluntarily and without coercion;
26. The transfer is temporary, lasts no longer than necessary and has equivalent pay and benefits;
27. The transfer is compliant with any applicable collective bargaining agreements;
28. The transfer is compliant with state and federal law, including but not limited to the protections provided for in FMLA and/or OFLA;
29. The transfer to an alternate position is used only when there is no other reasonable option available that would allow the employee to use intermittent leave or reduced work schedule; and
30. The transfer is not used to discourage the employee from taking intermittent or reduced work schedule leave, or to create a hardship for the employee.

If an eligible employee is transferred to an alternative position, and as a result the employee works fewer hours than the employee was working in the original position, the employee's FMLA and/or OFLA leave time is determined by calculating the difference between the employee's normal work schedule and the number of hours the employee actually works during the leave period. The result of such calculation is credited against the eligible employee's leave entitlement.

When an employee is transferred to alternate position as described above but such transfer does not result in a reduced schedule, time worked in any such alternate position shall not be considered for the purpose of FMLA and/or OFLA leave. An employee working in an alternate position retains the right to return to the employee's original position unless all FMLA and/or OFLA leave taken in that leave year plus the period of time worked in the alternate position exceeds 12 weeks.

## Special Rules for School Employees

For the purposes of FMLA, “school employee” means those whose principal function is to teach and instruct students in a class, a small group or an individual settlement. Athletic coaches, driving instructors and special education assistants, such as interpreters for the hearing impaired, are included in this definition. This definition does not apply to teacher assistants or aides, counselors, psychologist, curriculum specialists, cafeteria workers, maintenance workers or bus drivers.

For the purposes of OFLA, “school employee” means employees employed principally as instructors in public kindergartens, elementary schools, secondary schools or education service districts.

FMLA and/or OFLA leave that is taken for a period that ends with the school year and begins with the next semester is considered consecutive rather than intermittent. In any such situation, the eligible school employee will receive any benefits during the break period that employees would normally receive if they had been working at the end of the school year.

### 31. Foreseeable Intermittent Leave Exceeding 20 Percent of Working Days

When the qualified leave is foreseeable, will encompass more than 20 percent of the eligible school employee’s regular work schedule during the leave period, and the purpose of such leave is to care for a family member with a serious medical condition, for a service member with a serious medical condition or because of the employee’s own serious medical condition, the district may require the eligible school employee to:

- a. Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- b. Temporarily transfer the eligible school employee to an alternate position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than the employee’s original position.

### 32. Limitation on Leave Near the End of the School Year

When an eligible school employee requests leave near the end of the school year, the district may require the following:

- a. When the qualified leave begins more than five weeks before the end of the school year:
  - (1) For the purposes of FMLA leave, the eligible school employee may be required to continue taking leave until the end of the school year provided:
    - (a) The leave will last at least three weeks; and
    - (b) The employee would return to work during the three-week period before the end of the term.

- (2) For the purposes of OFLA leave, if the reason for the leave is because of the eligible school employee's own serious health condition, the eligible school employee may be required to remain in leave until the end of the school year, provided:
  - (a) The leave will last at least three weeks; and
  - (b) The employee's return to work would occur within three weeks of the end of the school year.
- b. For the purposes of FMLA and/or OFLA leave, when the qualified leave begins within five weeks of the end of the school year and the purpose of such leave is parental leave, for the serious health condition of a family member or for the serious health condition of a service member, the eligible school employee may be required to remain on leave until the end of the school year provided:
  - (1) The leave will last more than two weeks; and
  - (2) The employee would return to work during the two-week period before the end of the school year.
- c. For the purposes of FMLA and/or OFLA leave, when the qualified leave begins within three weeks of the end of the school year and the purpose of such leave is parental leave, for the serious health condition of a family member or for the serious health condition of a service member, the eligible school employee may be required to remain on leave until the end of the school year provided the length of the leave will last more than five working days.  
If the district requires an eligible school employee to remain on leave until the end of the school year as described above, additional leave required by the employer until the end of the school year shall not count against the eligible school employee's leave entitlement.

### **Paid/Unpaid Leave**

FMLA and OFLA do not require the district to pay an eligible employee who is on a qualified leave. Subject to any related provisions in any applicable collective bargaining agreement, <sup>10</sup>~~[an employee may elect to use any available accrued paid leave including personal and sick leave, or available accrued vacation leave during the leave period.] [the district requires the eligible employee to use any available accrued sick leave, vacation or personal leave days (or other available paid time established by Board policy(ies) and/or collective bargaining agreement) in the order specified by the district and before taking FMLA and/or OFLA leave without pay during the leave period.] [the district requires the eligible employee to use any available accrued paid leave, including personal and sick leave or available accrued vacation leave before taking FMLA and/or OFLA leave without pay during the leave period. The employee may select the order in which the available paid leave is used.]~~

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

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<sup>10</sup>[The district must choose one of the following from the three available bracketed options to complete this paragraph, and delete the other two.]



the leave or within two working days of the employee's notice of an unanticipated or emergency leave, whichever is sooner.

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

Eligible employees who request OMFLA leave shall not be required to use any available accrued paid time off during the OMFLA leave period.

### **Benefits and Insurance**

When an eligible employee returns to work following a FMLA or OFLA qualified leave, the employee must be reinstated to the same position the employee held when the leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

During an OFLA qualified leave an eligible employee does not accrue seniority or other benefits that would have accrued while the employee was working. The eligible employee is also subject to layoff to the same extent similarly situated employees not taking OFLA leave are subject unless the terms of an applicable collective bargaining agreement, other agreement or the district's policies provide otherwise.

For the purposes of FMLA and OFLA, the district will continue to pay the employer portion of the eligible employee's group health insurance contribution (if applicable) during the qualified leave period. The eligible employee is required to pay the employee portion of any such group health insurance contribution as a condition of continued coverage.

For the purposes of FMLA qualified leave, the district's obligation to maintain the employee's group health insurance coverage will cease if the employee's contribution is remitted more than 30 calendar days late. The district will provide written notice that the premium payment is more than 30 calendar days late. Such notice will be provided within 15 calendar days before coverage is to cease.

For the purposes of OMFLA, the eligible employee is entitled to a continuation of benefits.

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

Prior to the reinstatement of an employee following a leave which was the result of the employee's own serious health condition, the district may require the employee to obtain and present a Fitness-for-Duty Certification. The certification will specifically address the employee's ability to perform the essential functions of the employee's job as they relate to the health condition that was the reason for the leave. If the district is going to require a fitness-for-duty certification upon return to work, the district must notify the employee of such requirement when the leave is designated as FMLA and/or OFLA leave. Failure to provide the certification may result in a delay or denial of reinstatement.

For the purposes of FMLA qualified leave, any costs associated with obtaining the fitness-for-duty certification shall be borne by the employee.

For the purposes of OFLA qualified leave, any out-of-pocket costs associated with obtaining the fitness-for-duty certification shall be borne by the district.

If the leave is qualified under both FMLA and OFLA, any out-of-pocket costs associated with obtaining the fitness-for-duty certification shall be borne by the district.

## **Application**

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

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

For the purposes of FMLA, if advance notice is not possible, an employee eligible for FMLA leave must provide notice as soon as practicable. "As soon as practicable," for the purpose of FMLA leave, means the employee must comply with the employer's normal call-in procedures except in limited and under unique circumstances. Failure of an employee to provide the required notice for FMLA leave may result in the district delaying the employee's leave up to 30 days after the notice is ultimately given.

For the purposes of OFLA, an eligible employee is required to provide oral or written notice within 24 hours of commencement of the leave in unanticipated or emergency leave situations. The employee may designate a family member or friend to notify the district during that period of time. Failure of an employee to provide the required notice for leave covered by OFLA may result in the district deducting up to three weeks from the employee's unused OFLA leave in that one-year leave period. The employee may be subject to disciplinary action for not following the district's notice procedures.

When an employee fails to give advance notice for both the FMLA and OFLA above, the district must choose the remedy that is most advantageous to the employee.

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

### **Medical Certification**

The district ~~[may]~~~~[shall]~~ require an eligible employee to provide medical documentation, when appropriate, to support the stated reason for such leave. The district will provide written notification to an employee of this requirement within five working days of the employee's request for leave. If the employee provides less than 30 days' notice, the employee is required to submit such medical certification no later than 15 calendar days after receipt of the district's notification that medical certification is required.

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

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

### **Second and Third Opinions**

33. For the purposes of FMLA, the district may designate a second health care provider, but that person cannot be utilized by the district on a regular basis except in rural areas where health care is extremely limited. If the opinions of the employee's and the district's designated health care provider(s) differ, the district may require a third opinion at the district's expense. The third health care provider must be designated or approved jointly by the employee and the district. This third opinion shall be final and binding.
34. For the purposes of OFLA, and except for leave related to sick child leave under OFLA, the district may require the employee to obtain a second opinion from a health care provider designated by the district. If the first and second verifications conflict, the employer may require the two health care providers to jointly designate a third health care provider for the purpose of providing a verification. This third verification shall be final and binding.

### **Notification**

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

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

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

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

The district will post notice of FMLA and OFLA leave requirements.

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

Both federal and state law contain provisions regarding leave for family illness. Federal regulations state an employer must comply with both laws; that the federal law does not supersede any provision of state law that provides greater family leave rights than those established pursuant to federal law; and that OFLA and FMLA leave entitlements run concurrently. State law requires that FMLA and OFLA leave entitlements run concurrently when possible.

For example, due to differences in regulations, an eligible employee who takes OFLA leave after 180 days of employment, but before he/she is eligible for FMLA leave, is still eligible to take a full 12 workweeks of FMLA leave after meeting FMLA's eligibility requirements. Thereafter, any eligible leave period will run concurrently, when appropriate.

CR4/13/17| CC

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

### **Basic Leave Entitlement**

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

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

### **Military Family Leave Entitlements**

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

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

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

### **Benefits and Protections**

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### **Eligibility Requirements**

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

### **Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

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

definition of continuing treatment.

### **Use of Leave**

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

### **Substitution of Paid Leave for Unpaid Leave**

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

### **Employee Responsibilities**

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

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

### **Employer Responsibilities**

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

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

### **Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to:

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

### **Enforcement**

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

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

**For additional information:**

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)



# Oregon School Boards Association Selected Sample Policy

Code: **GCBDA/GDBDA-AR(2)**  
Revised/Reviewed: **Rec. Adoption (conditionally required)**

## Request for Family and Medical Leave

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

PLEASE PRINT

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

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

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

Status: ☐ Fulltime ☐ Parttime ☐ Temporary

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

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

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

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

1. ☐ Because of the birth of my child and in order to care for him or her. (District: Use GCBDA/GDBDA-AR(3)(A) Certification Form)  
Expected date of birth \_\_\_\_\_ Actual date of birth \_\_\_\_\_  
Leave to start \_\_\_\_\_ Expected return date \_\_\_\_\_
2. ☐ Because of the placement of a child with me for adoption or foster care. (District: Use GCBDA/GDBDA-AR(3)(A) Certification Form)  
Age of child \_\_\_\_\_ Date of placement \_\_\_\_\_  
Leave to start \_\_\_\_\_ Expected return date \_\_\_\_\_
3. ☐ In order to care for a family member<sup>2</sup> with a serious health condition. (District: Use GCBDA/GDBDA-AR(3)(B) Certification Form)  
Leave to start \_\_\_\_\_ Expected return date \_\_\_\_\_  
Please check one: ☐ Spouse<sup>3</sup> ☐ Child<sup>4</sup> ☐ Parent ☐ Individual who was in *loco parentis* when the employee was a child ☐ Parent-in-law or the parent of the employee's registered domestic partner (OFLA leave only) ☐ Custodial parent ☐ Noncustodial parent ☐ Adoptive parent ☐ Stepparent ☐ Foster parent ☐ Grandparent (OFLA leave only) ☐ Grandchild (OFLA leave only).

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

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

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

<sup>4</sup>For FMLA, the age of the son or daughter at the onset of disability is not relevant in determining a parent's entitlement to FMLA leave.

Please state name and address of relation:

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

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

\_\_\_\_\_

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

Describe \_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

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

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

Signature of Employee: \_\_\_\_\_  
CR10/08/154/13/17 | RS

Date: \_\_\_\_\_

<sup>5</sup>"Next of kin" means the nearest blood relative of the eligible employee.



# Oregon School Boards Association Selected Sample Policy

Code: GCBDA/GDBDA-AR(3)(A)  
Revised/Reviewed: Rec. Approval (conditionally required)

## Certification of Health Care Provider

Employee's Serious Health Condition

### To be Completed by the District:

The Family Medical Leave Act (FMLA) provides that a district may require an employee seeking FMLA leave protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Employees may not be asked to provide more information than allowed under the FMLA regulations. The district will maintain records and documents relating to medical certification, recertifications, or medical histories of employee's family members, created for FMLA purposes, as confidential medical records in separate files from personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Discrimination Act applies.

District contact person: \_\_\_\_\_

Employee's job title: \_\_\_\_\_ Regular work schedule: \_\_\_\_\_

Employee's essential job functions \_\_\_\_\_

Check if job description is attached: ☐

Return this completed form on \_\_\_\_\_ (date) (must be at least 15 days after employee is notified of this requirement).

### To be Completed by the Employee:

Complete the information below before giving this form to your family member or his/her medical provider. The return of this form is required to obtain or retain the benefit for FMLA protections. Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request.

Return this completed form on \_\_\_\_\_ (must be at least 15 days after employee is notified of this requirement).

Employee's name: \_\_\_\_\_  
First Middle Last

### To be Completed by Health Care Provider:

Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be the best estimate based upon your medical knowledge, experience and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown" or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e) or the manifestation of disease or disorder in the employee's family members, as defined in 29 C.F.R. § 1635.3(b). Extra space is provided, should you need it. Please be sure to sign the form on the last page.

Providers's name and business address: \_\_\_\_\_

Certification of Health Care Provider - GCBDA/GDBDA-AR(3)(A)

1-4

Attachment 8.1

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Type of practice/medical specialty: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax:( ) \_\_\_\_\_

Email: \_\_\_\_\_

### Medical Facts

1. ~~The A~~ Approximate date ~~the~~ the condition commenced: \_\_\_\_\_

~~The P~~ Probable duration of ~~the~~ the condition: \_\_\_\_\_

Was the patient admitted for an overnight stay in a hospital, hospice or residential medical care facility?

☐ Yes ☐ No If yes, dates of admission: \_\_\_\_\_

~~List the D~~ Dates(s) you treated the patient for ~~the~~ the condition: \_\_\_\_\_

Was medication, other than over-the-counter medication, prescribed? ☐ Yes ☐ No

Will the patient need to have treatment visits at least twice per year due to the condition?

☐ Yes ☐ No

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g. physical therapist)?

☐ Yes ☐ No

If yes, state the nature of such treatments and expected duration of treatment:

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2. Is the medical condition pregnancy? ☐ Yes ☐ No

If yes, expected delivery date: \_\_\_\_\_

3. Use the information provided by the district in the "To be Completed by the District" section to answer this question. If the district fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition? ☐ Yes ☐ No

If yes, identify the job functions the employee is unable to perform:

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4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis or any regimen of continuing treatment such as the use of specialized equipment):

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**Amount of Leave Needed**

1. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? ☐ Yes ☐ No

If yes, estimate the beginning and ending dates for the period of incapacity: \_\_\_\_\_

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2. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? ☐ Yes ☐ No

If yes, are the treatments or the reduced number of hours of work medically necessary?

☐ Yes ☐ No

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

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Estimate the part-time or reduced work schedule the employee needs, if any:

\_\_\_\_\_ hour(s) per day; \_\_\_\_\_ days per week from \_\_\_\_\_ through \_\_\_\_\_

3. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? ☐ Yes ☐ No

Is it medically necessary for the employee to be absent from work during the flare-ups? ☐ Yes ☐ No

If yes, explain: \_\_\_\_\_

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Based upon the employee's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the employee may have over the next six months (e.g., one episode every three months lasting one to two days):

Frequency: \_\_\_\_\_ times per \_\_\_\_\_ week(s) \_\_\_\_\_ month(s)

Duration: \_\_\_\_\_ hours or \_\_\_\_\_ day(s) per episode

**Additional Information – (Identify the question number with your additional answer):**

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Signature of Health Care Provider

Date

CR2/26/094/13/17 | RS

# Oregon School Boards Association Selected Sample Policy

Code: **GCBDA/GDBDA-AR(3)(B)**  
Revised/Reviewed: **Rec. Approval (conditionally required)**

## Certification of Health Care Provider

Family Member's Serious Health Condition

### To be Completed by the District:

The Family Medical Leave Act (FMLA) provides that a district may require an employee seeking FMLA leave protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Employees may not be asked to provide more information than allowed under the FMLA regulations. The district will maintain records and documents relating to medical certification, recertifications or medical histories of the employee's family members, created for FMLA purposes, as confidential medical records in separate files from personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

District Contact person: \_\_\_\_\_

Employee's job title: \_\_\_\_\_ Regular work schedule: \_\_\_\_\_

Employee's essential job functions: \_\_\_\_\_

Check if job description is attached: ☐

Return this completed form on \_\_\_\_\_ (date) (must be at least 15 days after employee is notified of this requirement).

### To be Completed by the Employee:

Complete the information below before giving this form to your family member or his/her medical provider. The return of this form is required to obtain or retain the benefit for FMLA protections. Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request.

~~Return this completed form on \_\_\_\_\_ (must be at least 15 days after employee is notified of this requirement).~~

Employee's name: \_\_\_\_\_  
First Middle Last

Relationship and name of family member for whom employee will provide care: \_\_\_\_\_  
Relationship

First Middle Last

If the family member is your son or daughter child, please provide his/her date of birth: \_\_\_\_\_

Describe the care you will provide to your family member and estimate **the** leave needed to provide **such** care:

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Employee Signature

Date

**To be Completed by Health Care Provider:**

The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be the best estimate based upon your medical knowledge, experience and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), C.F.R. § 1635.3(b). Extra space is provided, should you need it. Please be sure to sign the form on the last page.

Providers's name and business address: \_\_\_\_\_

\_\_\_\_\_

Type of practice/medical specialty: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Email: \_\_\_\_\_

**Medical Facts**

1. ~~The A~~ Approximate date ~~the~~ condition commenced: \_\_\_\_\_

~~The P~~ Probable duration of ~~the~~ condition: \_\_\_\_\_

Was the patient admitted for an overnight stay in a hospital, hospice or residential medical care facility?

☐ Yes ☐ No If yes, dates of admission: \_\_\_\_\_

~~List the D~~ dates(s) you treated the patient for ~~their~~ condition: \_\_\_\_\_

Was medication, other than over-the-counter medication, prescribed? ☐ Yes ☐ No

Will the patient need to have treatment visits at least twice per year due to the condition?

☐ Yes ☐ No

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g. physical therapist)?

☐ Yes ☐ No

If yes, state the nature of such treatments and expected duration of treatment:

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2. Is the medical condition pregnancy? ☐ Yes ☐ No

Certification of Health Care Provider - GCBDA/GDBDA-AR(3)(B)

2-4

Attachment 8.1

If yes, expected delivery date: \_\_\_\_\_

3. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis or any regimen of continuing treatment such as the use of specialized equipment):

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### Amount of Leave Needed

When answering these questions, keep in mind that your patient's need for care ~~by~~from the employee seeking leave may include assistance with basic medical, hygienic, nutritional, safety or transportation needs, or the provision of physical or psychological care:

1. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? ☐ Yes ☐ No

If yes, estimate the beginning and ending dates for the period of incapacity: \_\_\_\_\_

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During this time, will the patient need care? ☐ Yes ☐ No

Explain the care needed by the patient and why such care is medically necessary:

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2. Will the patient require follow-up treatments, including any time for recovery? ☐ Yes ☐ No

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period: \_\_\_\_\_

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Explain the care needed by the patient, and why such care is medically necessary: \_\_\_\_\_

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3. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery?  
☐ Yes ☐ No

Estimate the hours the patient needs care on an intermittent basis, if any:

\_\_\_\_\_ hour(s) per day; \_\_\_\_\_ days per week from \_\_\_\_\_ through \_\_\_\_\_

Explain the care needed by the patient, and why such care is medically necessary: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? ☐ Yes ☐ No

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next six months (e.g. one episode every three months lasting one to two days):

Frequency: \_\_\_\_\_ times per \_\_\_\_\_ week(s) \_\_\_\_\_ month(s)

Duration: \_\_\_\_\_ hours or \_\_\_\_\_ day(s) per episode

Does the patient need care during these flare-ups? ☐ Yes ☐ No

Explain the care needed by the patient, and why such care is medically necessary: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Additional Information – (Identify the question number with your additional answer):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Health Care Provider  
CR2/26/094/13/17 | RS

\_\_\_\_\_  
Date



# Oregon School Boards Association Selected Sample Policy

Code: **GCBDA/GDBDA-AR(3)(C)**  
Revised/Reviewed: **Rec. Approval (conditionally required)**

## Military Family Leave

Certification of Qualifying Exigency for Military Family Leave

### Section 1: (To be completed by the district:)

The Family Medical Leave Act (FMLA) and the Oregon Military Family Leave Act (OMFLA) provide that a district may require an employee seeking FMLA or OMFLA leave due to a qualifying exigency or due to notification of impending call to active duty or deployment to submit a certification. Employees may not be asked to provide more information than allowed under the FMLA or OMFLA regulations.

District Name and Address: \_\_\_\_\_

[Superintendent or designee] information: \_\_\_\_\_

### Section 2: (To be completed by the employee:)

Complete the information below fully and completely. The FMLA or OMFLA permits the district to require that you submit a timely, complete and sufficient certification to support a request for FMLA or OMFLA leave due to a qualifying exigency or due to notification of impending call to active duty or deployment. Several questions in this section seek a response as to the frequency or duration of the qualifying exigency. Be as specific as you can; terms such as "lifetime," "unknown" or "indeterminate" may not be sufficient to determine FMLA or OMFLA coverage. Your response is required to obtain a benefit. While you are not required to provide this information, failure to do so may result in a denial of your request for qualifying leave. The district must give you at least 15 calendar days to return this form to the district.

Employee's Name: \_\_\_\_\_  
First Middle Last

Name of covered military member on active duty or call to active duty status in support of a contingency operation:

\_\_\_\_\_  
First Middle Last

Relationship of covered military member to you: \_\_\_\_\_

Period of covered military member's active duty: \_\_\_\_\_

A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes written documentation confirming a covered military member's active duty or call to active duty status in support of a contingency operation. Please check one of the following and attach the indicated document to support that the military member is on covered active duty or called to covered active duty status:

- ☐ A copy of the covered military member's active duty orders is attached.
- ☐ Other documentation from the military certifying that the covered military member is on active duty (or has been notified of an impending call to active duty) in support of a contingency operation is attached.
- ☐ I have previously provided the district with sufficient written documentation confirming the covered military member's active duty or call to active duty status in support of a contingency operation.

## Part A: Qualifying Reason for Leave

1. Describe the reason you are requesting qualifying leave due to a qualifying exigency (including the specific reason you are requesting leave):  

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2. Describe the reason you are requesting OMFLA leave (include the specific reason below, either a) an impending call or order to active duty, or b) impending leave from deployment):  

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3. A complete and sufficient certification to support a request for qualifying leave due to a qualifying exigency includes any available written documentation which supports the need for leave; such documentation may include a copy of a meeting announcement for information briefings sponsored by the military; a document confirming the military member's Rest and Recuperation Leave; a document confirming an appointment with a third party, such as a counselor, or school official, or staff at a care facility; or a copy of a bill for services for the handling of legal or financial affairs. Is Available written documentation supporting this request for leave is attached? ☐ Yes ☐ No ☐ None available

## Part B: Amount of Leave Needed

1. The Approximate date the qualifying exigency/ or deployment commenced or will commence is:  
\_\_\_\_\_.  
The Probable duration of such exigency or deployment is: \_\_\_\_\_
2. Will you need to be absent from work for a single continuous period of time due to the qualifying exigency/ or deployment? ☐ Yes ☐ No  
If yes, estimate the beginning and ending dates for the period of absence: \_\_\_\_\_
3. Will you need to be absent from work periodically to address this qualifying exigency/ or deployment?  
☐ Yes ☐ No  
If yes, estimate the schedule of leave, including the dates of any scheduled meetings or appointments:  
\_\_\_\_\_  
\_\_\_\_\_
4. Estimate the frequency and duration of each appointment, meeting or leave event, including any travel time (i.e., One deployment-related meeting every month lasting four hours) (FMLA only):  
Frequency: \_\_\_\_\_ times per \_\_\_\_\_ week(s) \_\_\_\_\_ month(s)  
Duration: \_\_\_\_\_ hours or \_\_\_\_\_ day(s) per event

## Part C: Third Party Certification

If leave is requested to meet with a third party (such as to arrange for childcare, to attend counseling, to attend meetings with school or childcare providers, to make financial or legal arrangements, to act as the covered military member's representative before a federal, state or local agency for purposes of obtaining, arranging or appealing military service benefits, or to attend any event sponsored by the military or military service organizations), a complete and sufficient certification includes the name, address and appropriate contact information of the individual or entity with whom you are meeting (i.e. either the telephone or fax number or email address of the individual or entity). This information may be used by the district to verify that the information contained on this form is accurate (FMLA only).

Name of individual \_\_\_\_\_ Title \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_

Telephone (\_\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_

Email \_\_\_\_\_

Describe the nature of the meeting: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### **Part D: Employee Signature**

I certify that the information I provided above is true and correct. (For OMFLA leave purposes, notice must be given by the employee within five business days of receiving an official notice.)

\_\_\_\_\_  
Signature of Employee  
CR+2/10/094/13/17 | RS

\_\_\_\_\_  
Date

# Oregon School Boards Association Selected Sample Policy

Code: **GCBDA/GDBDA-AR(3)(D)**  
Revised/Reviewed: **Rec. Approval (conditionally required)**

## Military Family Leave

Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave

### Notice and instructions to the district:

The Family Medical Leave Act (FMLA) provides that a district may require an employee seeking FMLA leave due to a serious injury or illness of a covered servicemember to submit a certification providing sufficient facts to support the request for leave. Employees may not be asked to provide more information than allowed under the FMLA regulations 29 C.F.R. § 825.310. The district will maintain records and documents relating to medical certification, recertifications or medical histories of employees or employees' family member, created for FMLA purposes, as confidential medical records in separate files from personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

### Section 1

#### Part A: Employee Information

Complete the employee and covered servicemember information below before giving this form to your family member or his/her medical provider.

District Name and Address

Name of employee requesting leave to care for covered servicemember:

First Middle Last

Name of covered servicemember for whom employee is requesting leave to care for:

First Middle Last

Relationship of employee to covered servicemember requesting leave to care for:

☐ Spouse ☐ Parent ☐ ~~Son~~ Child ☐ ~~Daughter~~ ☐ Next of kin

#### Part B: Covered Servicemember Information

1. Is the covered servicemember a current member of the regular Armed Forces, the National Guard or Reserves, or a veteran? ☐ Yes ☐ No

If a current servicemember, please provide the covered servicemember's military branch, rank and unit currently assigned to:

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

If a qualifying veteran, when was the date of discharge? \_\_\_\_\_

Is the covered servicemember assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients (such as medical hold or warrior transition unit)? ☐ Yes ☐ No

If yes, provide the name of the medical facility or unit:

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2. Is the covered servicemember on the Temporary Disability Retired List (TDRL)? ☐ Yes ☐ No

### Part C: Care to be Provided to the Covered Servicemember

Describe the care to be provided to the covered servicemember and an estimate of the leave needed to provide the care:

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### Section 2:

#### **To be completed by a health care provider as defined by FMLA regulations.**

(For completion by a United States Department of Defense (DOD) Health Care Provider or a Health Care Provider who is either: (1) a United States Department of Veterans Affairs (VA) health care provider; (2) a DOD TRICARE network authorized private health care provider; (3) a DOD non-network TRICARE authorized private health care provider; or (4) a health care provider as defined in 29 C.F.R. § 825.125.)

If you are unable to make certain of the military-related determinations contained below in Part B, you are permitted to rely upon determinations from an authorized DOD representative (such as a DOD recovery care coordinator). Please ensure that Section 1 above has been completed before completing this section. Please be sure to sign the form on the last page.

### Part A: Health Care Provider Information

Health care provider's name and business address:

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Type of practice/medical specialty: \_\_\_\_\_

Please state whether you are either: (1) a DOD health care provider; (2) a VA health care provider; (3) a DOD TRICARE network authorized private health care provider; (4) a DOD non-network TRICARE authorized private care provider; or (5) a health care provider as defined in 29 C.F.R. § 825.125.

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Telephone (\_\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

### Part B: Medical Status

1. Covered servicemember's medical condition is classified as (check one of the appropriate boxes):
- ☐ (VSI) Very Seriously Ill/Injured – Illness/Injury is of such a severity that life is imminently endangered. Family members are requested at the bedside immediately. (Please note this is an internal DOD casualty assistance designation used by DOD health care providers.)

- ☐ (SI) Seriously Ill/Injured – Illness/Injury is of such severity that there is cause for immediate concern, but there is no imminent danger to life. Family members are requested at bedside. (Please note this is an internal DOD casualty assistance designation used by DOD health care providers.)
  - ☐ Other Ill/Injured – A serious injury or illness that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank or rating.
  - ☐ None of the above. (Note to employee: If this box is checked, you may still be eligible to take leave to care for a covered family member with a "serious health condition". If such leave is requested, you may be required to complete the form *Certification of Health Care Provider for Family Member's Serious Health Condition*.)
2. Was the condition for which the covered servicemember is being treated incurred in the line of duty on active duty in the Armed Forces? ☐ Yes ☐ No
- If no, did the condition exist before the beginning of active duty and aggravated by service in the line of duty while on active duty? ☐ Yes ☐ No
3. Appropriate date condition commenced: \_\_\_\_\_
4. Probable duration of condition and/or need for care: \_\_\_\_\_
5. Is the covered servicemember undergoing medical treatment, recuperation or therapy? ☐ Yes ☐ No  
If yes, please describe medical treatment, recuperation or therapy:  
\_\_\_\_\_  
\_\_\_\_\_

#### Part C: Covered Servicemember's Need for Care by Family Member

1. Will the covered servicemember need care for a single continuous period of time, including any time for treatment and recovery? ☐ Yes ☐ No  
If yes, estimate the beginning and ending dates for this period of time: \_\_\_\_\_
2. Will the covered servicemember require periodic follow-up treatment appointments? ☐ Yes ☐ No  
If yes, estimate the treatment schedule: \_\_\_\_\_
3. Is there a medical necessity for the servicemember to have periodic care for these follow-up treatment appointment? ☐ Yes ☐ No
4. Is there a medical necessity for the covered servicemember to have periodic care for other than scheduled follow-up treatment appointments (e.g. episodic flare-ups of medical conditions)? ☐ Yes ☐ No  
If yes, estimate the frequency and duration of the periodic care.  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Health Care Provider  
CR6/06/134/13/17 | RS

\_\_\_\_\_  
Date

# Oregon School Boards Association Selected Sample Policy

Code: **GCBDA/GDBDA-AR(4)**  
Revised/Reviewed: **Rec. Approval (conditionally required)**

## FMLA/OFLA Eligibility Notice to Employee

DATE: \_\_\_\_\_

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

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

SUBJECT: Request for FMLA and/or OFLA Leave

On \_\_\_\_\_ (date) you notified us of your need to take family/medical leave due to:

1. \_\_\_\_\_ The birth of your child; or the placement of a child with you for adoption or foster care;
2. \_\_\_\_\_ A serious health condition that makes you unable to perform the essential functions of your job;
3. \_\_\_\_\_ A serious health condition of your ☐ spouse<sup>1</sup>, ☐ child<sup>2</sup> (including the biological, grandchild, adopted or foster child or stepchild of an employee or a child with whom the employee is or was in a relationship of "in loco parentis"), ☐ parent (biological parent of an employee or an individual who stood "in loco parentis" to an employee when the employee was a child), ☐ grandparent (OFLA leave only), ☐ parent-in-law or the parent of an employee's registered domestic partner (OFLA leave only), ☐ custodial parent, ☐ noncustodial parent, ☐ adoptive parent, ☐ foster parent for which you are needed to provide care;
4. \_\_\_\_\_ An illness or injury to your child which requires home care but is not a serious health condition (OFLA leave only);
5. \_\_\_\_\_ A qualifying exigency arising from a spouse, son, daughter, child or parent in the Armed Forces on covered active duty, or in the National Guard or Reserves on covered active duty;
6. \_\_\_\_\_ Your spouse has been notified of an impending call to active duty, has been ordered to active duty; or has been deployed or on leave from deployment;

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

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

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

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

Except as explained below, you have a right under the FMLA and/or OFLA for up to 12 workweeks of unpaid leave in a 12-month period for the reasons listed above.<sup>3</sup> The district will use ~~[the calendar year]~~ ~~[any fixed 12-month "leave year"]~~ [the 12-month period measured forward from the date the employee's leave begins] ~~[a "rolling" 12-month period measured backward from the date the employee uses any family medical leave]~~. FMLA leave and OFLA leave generally run concurrently. In order to care for an injured service member, you are entitled to up to 26 weeks of leave in a single 12-month period ~~to care for a qualifying service member.~~

Also, your health benefits under FMLA must be maintained during any period of unpaid leave under the same conditions as if you continued to work, including you continuing to pay the same portion of the premiums you currently pay. You ~~must~~ will be reinstated to the same position, or in some cases, under state or federal law, to an equivalent job ~~with the same pay, benefits and terms and conditions of employment on your return from leave position.~~ The district is not required to maintain benefits ~~during if~~ you only qualify for OFLA leave, unless provided otherwise by Board policy or a collective bargaining agreement; ~~however,~~ all such benefits will be restored in full upon your return to the district.

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

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

1. You are ☐ eligible ☐ not eligible for leave under ~~the~~ ☐ FMLA; ☐ OFLA ~~or~~ ☐ both FMLA and OFLA.
2. The requested leave may be counted against your annual ☐ FMLA leave entitlement; ☐ OFLA leave entitlement ☐ both FMLA and OFLA leave entitlements.
3. You ☐ will ☐ will not be required to furnish a medical certification of a serious health condition. If required, you must furnish the certification by \_\_\_\_\_ (date) (must be at least 15 days after you are notified of this requirement).
4. You may elect to substitute accrued paid leave for unpaid FMLA leave. We ☐ will ☐ will not require that you substitute accrued paid leave for unpaid FMLA and/or OFLA leave. If paid leave will be used, the following conditions will apply: (*Explain*)

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<sup>3</sup>Oregon Military Family Leave Act allows for 14 days of leave per deployment.



- 5a. If you normally pay a portion of the premiums for your health insurance, these payments will continue during the period of FMLA/ ~~and/or~~ OFLA leave. Arrangements for payment have been discussed with you and it is agreed that you will make premium payments as follows: *(Set forth dates, e.g., the 10th of each month, or pay periods, etc., that specifically cover the agreement with the employee.)*
- 5b. ~~If the district pays any part of your share of disability, life or other insurance benefits while on OFLA or FMLA leave the district may deduct up to 10 percent of your gross pay each pay period after your return to work until the amount is repaid (OFLA leave only).~~
- 5eb. You have a minimum ☐ 30-day ☐ Other: \_\_\_\_\_ ~~(or, indicate longer period, if applicable)~~ grace period in which to make premium payments. If payment is not timely made, your group health insurance may be cancelled. We will notify you in writing at least 15 days before the date that your health coverage will lapse. At our option, we may also pay your share of the premiums during your FMLA/ ~~and/or~~ OFLA leave as provided by Board policy and/or collective bargaining agreement, and recover these payments from you upon your return to work. We ☐ will ☐ will not pay your share of health insurance premiums while you are on FMLA and/or OFLA leave.
- 5dc. We ☐ will ☐ will not do the same with other benefits (e.g., life insurance, disability insurance, etc.) while you are on FMLA and/or OFLA leave. If we do pay your premiums for other benefits, when you return from leave you ☐ will ☐ will not be expected to reimburse us for the payments made on your behalf.
- 5ed. Except as noted above, in the event you do not return to work for the district after your FMLA and/or OFLA leave, and the district has paid your share of benefit premiums, you ☐ will ☐ will not be responsible for reimbursing the district the amount paid on your behalf with the exceptions noted in ~~Section~~ C.F.R. § 104 (c)(2)(B) of the FMLA.
6. ☐ You will be required to present a fitness-for-duty ~~certificate~~ certification prior to being restored to employment following leave for your own serious health condition. If such certification is required but not received, your return to work may be delayed until the certification is provided. A list of essential functions for your position is attached. The fitness-for-duty certification must address your ability to perform these functions.  
☐ You will not be required to present a fitness-for-duty ~~certificate~~ certification prior to being restored to employment following leave for your own serious health condition. ~~If such certification is required but not received, your return to work may be delayed until the certification is provided.~~

7a. You ☐ are ☐ are not a “key employee” as described in ~~Section~~ C.F.R. § 825.218 of the FMLA regulations. If you are a “key employee,” ~~restoration~~ reinstatement to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to ~~us~~ the district. (FMLA leave only.)

7b. We ☐ have ☐ have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. (FMLA leave only.) (*Explain (a) and/or (b) below.*)

8. While on FMLA and/or OFLA leave, you ☐ will ☐ will not be required to furnish us with periodic reports every \_\_\_\_\_ (*indicate interval of periodic reports, as appropriate for the particular leave situation*) of your status and intent to return to work. If the circumstances of your leave change and you are able to return to work earlier than the date indicated on this form, you ☐ will ☐ will not be required to notify us at least two workdays prior to the date you intend to report for work.

9. You ☐ will ☐ will not be required to furnish recertification relating to a serious health condition. (FMLA leave only.) (*Explain below, if necessary, including the interval between certifications as prescribed in ~~Section~~ C.F.R. § 825.308 of the FMLA regulations.*)

10. You are notified that all leave taken for the purposes of the death of a family member, counts toward the total period of authorized family leave.

CR40/08/154/13/17 | RS

# Oregon School Boards Association Selected Sample Policy

Code: GCBDA/GDBDA-AR(5)  
Revised/Reviewed: Rec. Approval (conditionally required)

## Sample Designation Letter to Employee - FMLA/OFLA Leave

*The following is a sample cover letter to an employee notifying the employee that the employer is treating a request for leave as a request for FMLA and/or OFLA leave (either paid or unpaid) that will reduce the employee's FMLA and/or OFLA leave entitlement. This letter, along with the Designation Notice – FMLA/OFLA form GCBDA/GDBDA-AR(6), ~~FMLA/OFLA~~ or the FMLA/OFLA Eligibility Notice form GCBDA/GDBDA-AR(4), ~~OFLA only eligible~~, should be mailed to the employee within five working days after receiving enough information to determine whether the leave qualifies under FMLA or OFLA.*

Dear Employee:

On \_\_\_\_\_ (date) you advised the district that you were requesting a leave that may qualify for protected time under the Family and Medical Leave Act (FMLA) and/or the Oregon Family Leave Act (OFLA). Under our policy, a leaves of absence that qualifyies for family and medical leave under federal law (FMLA), may run concurrently with other types of leave such as sick leave, vacation leave, short-term disability leave, OFLA and leave for a workers' compensation injury or illness. A L eaves of absence that qualifyies for family and medical leave under state law (OFLA) eam may run concurrently with other types of leave such as sick leave, vacation leave, short-term disability leave, but cannot run concurrently with a leave for a workers' compensatorycompensation injury or illness (unless you refuse a light-duty assignment).

~~IF APPROVED:~~ We understand have determined the purpose of your requested leave qualifies as family or medical leave under ~~state~~ and/or federal law. Accordingly, this letter is to notify you that the leave will be counted against your annual family and medical leave entitlement. Also attached is a form entitled Designation Notice which contains other information for you regarding federal and state family medical leave rights, including an estimate of time that will count toward your protected time.

~~IF NOT APPROVED:~~ We have determined the purpose of your requested leave does NOT qualify as family or medical leave under state and/or federal law. You may be entitled to other leave time, under Board policy or the collective bargaining agreement, however the protections of FMLA/OFLA will not be observed for this leave.

If you have any questions regarding your leave, now or at any time during your leave, please contact, ~~the personnel office~~ the business office as soon as possible.

Sincerely,

~~Superintendent~~

Enclosure (FMLA and/or OFLA Designation Notice form)  
CR42/31/084/13/17 | RS

# Oregon School Boards Association Selected Sample Policy

Code: GCBDA/GDBDA-AR(6)  
Revised/Reviewed: Rec. Approval (conditionally required)

## Designation Notice – FMLA/OFLA

Leave covered under the Family and Medical Leave Act (FMLA) and/or Oregon Family Leave Act (OFLA) must be designated as FMLA and/or OFLA-protected, and the district must inform the employee of the amount of leave that will be counted against the employee's FMLA and/or OFLA leave entitlement.

In order to determine whether leave is covered under the FMLA and/or OFLA, the district may request that the leave be supported by a physician's certification. If the certification is incomplete or insufficient, the employer must district will state in writing what additional information is necessary to make the certification complete and sufficient.

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

We have reviewed your request for leave under the FMLA and/or OFLA and any supporting documentation that you have provided. We received your most recent information on \_\_\_\_\_.

~~and decided~~ Please be advised: \_\_\_\_\_

- ☐ Your request is approved for FMLA. All leave taken for this reason will be designated as FMLA leave.
- ☐ Your request is approved for FMLA and OFLA. This designation of leave will run concurrently.
- ☐ Your request is approved for OFLA. All leave taken for this reason will be designated as OFLA leave.

The FMLA and/or OFLA requires that you notify us as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against your entitlement:

- ☐ Provided there is no deviation from your anticipated leave schedule, the following number of hours, days or weeks will be counted against your leave entitlement:  
\_\_\_\_\_
- ☐ Because the leave you will need requested will be rescheduled, it is not possible to provide the hours, days or weeks that will be counted against your FMLA and/or OFLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

Please be advised (check if applicable):

- ☐ You have requested to use paid leave during your FMLA and/or OFLA leave. Any paid leave taken for this reason will count against your FMLA and/or OFLA leave entitlement.
- ☐ We are requiring you to substitute or use paid leave during your FMLA and/or OFLA leave.

- You will be required to present a fitness-for-duty ~~certificate~~ certification to be ~~restored~~ reinstated to ~~employment~~ your position. If such certification is not timely received, your return to work may be delayed until certification is provided. The Fitness-for-Duty Certification form is attached, please have your medical provider complete this form prior to the termination of your leave. A list of the essential functions of your position □ is □ is not attached. If attached, the fitness-for-duty certifications must address your ability to perform these functions-;

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- Additional information is needed to determine if your FMLA and/or OFLA leave request can be approved.

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- The certification you have provided is ~~not~~ incomplete and insufficient to determine whether the FMLA and/or OFLA applies to your leave procedures. You must provide the following information no later than \_\_\_\_\_ (date) (at least 15 calendar days), unless it is not practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied. The information needed to make the certification complete and sufficient is<sup>1</sup>:

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- We are exercising our right to have you obtain a second or third opinion medical certification at our expense, and we will provide further details at a later time.

\*\*\*\*\*

- Your FMLA leave request is NOT APPROVED.
- The FMLA does not apply to your leave request.
- You have exhausted your FMLA leave entitlement in the applicable 12-month period. (Note: Federal Military Family Leave is on a separate 12-month period.)
- Your OFLA leave request is NOT APPROVED.
- The OFLA does not apply to your leave request.
- You have exhausted your OFLA leave entitlement in the applicable 12-month period.

CR42/10/094/13/17 | RS

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<sup>1</sup>If you fail to provide a complete and sufficient certification by the due date, we may (a) delay the commencement of your leave; or (b) withdraw any designation of FMLA leave, in which case your leave of absence may be unauthorized and subject to discipline, up to and including termination.

# Oregon School Boards Association Selected Sample Policy

Code: GCBDA/GDBDA-AR(7)  
Revised/Reviewed: **Rec. Approval (conditionally required)**

## Fitness-for-Duty Certification

**NOTE: THESE INSTRUCTIONS ARE NOT INTENDED TO BE INCLUDED WITH THE CERTIFICATION TO THE EMPLOYEE – DELETE THIS PARAGRAPH PRIOR TO REVIEW AND POSTING FOR USE.** *Instructions for use of this sample form:* In order to condition an employee's return to work for the employee's own serious health condition on a Fitness-for-Duty Certification form, the district must have notified the employee in the Designation Notice that a fitness-for-duty certification would be required before returning to work. If the district did not require a fitness-for-duty certification in the Designation Notice, once an employee comes back, if the district has concerns (based on evidence, not speculation) about the employee's ability to perform the job, the district can get a fitness-for-duty certification based on the Americans with Disabilities Act Amendments Act (ADAAA), rather than FMLA and OFLA. Under OFLA, the district cannot obtain a second opinion for fitness-for-duty certification, and fitness-for-duty certifications must be sought pursuant to uniformly applied policy. The district must pay any out-of-pocket expenses paid to obtain a fitness-for-duty examination. This is a sample fitness-for-duty certification.

To: \_\_\_\_\_

Date: \_\_\_\_\_

From: \_\_\_\_\_

Subject: Fitness-for-Duty Certification

Family and medical leave for your own serious health condition ends on (date) \_\_\_\_\_. Prior to returning to work you must provide a Fitness-for-Duty Certification verifying whether you are able to return to work, if you have any job-related restrictions and the duration of any restrictions. Please take this Fitness-for-Duty Certification to your health care provider for completion. The district will use this Fitness-for-Duty Certification to determine if you are able to return to work after your leave.

**Return the completed Fitness-for-Duty Certification to the district prior to the end of your Family and Medical Leave or by (date) \_\_\_\_\_.**

## Fitness-for-Duty Certification

### Health Care Provider Completes this Section

**Instructions:** Please complete all sections in order for the district to determine if the employee is able to return to duty. The employee's position description or a list of essential duties (district specifies which) is attached to this form.

1. The employee is able to return to work full-time without restrictions: ☐ Yes ☐ No

a. If yes, list the effective date \_\_\_\_\_.

b. If no, complete the following:

(1) The employee will be able to return to work with no limitation on (date) \_\_\_\_\_.

(2) I certify that from (date) \_\_\_\_\_ to (date) \_\_\_\_\_ the above named employee will be:

(a) ☐ Unable to perform the physical requirements of their work; or

(b) ☐ Is medically incapacitated: ☐ Totally ☐ Partially\*\*

Fitness-for-Duty Certification - GCBDA/GDBDA-AR(7)

1-2

Attachment 8.1

**\*\*If partially medically incapacitated, complete the following:**

- (c) Number of hours per day employee is able to work: \_\_\_\_\_.
- (d) Number of days per week employee is able to work: \_\_\_\_\_.

- (3) List any restrictions on the employee's work: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Health Care Provider

\_\_\_\_\_  
Type of Practice

\_\_\_\_\_  
Signature - Health Care Provider

\_\_\_\_\_  
Date

**Health care provider: Please return the completed form to the employee/patient.**

Attached: Position description/description of essential duties (district specifies which).

CR5/27/104/13/17 | RS

# Oregon School Boards Association Selected Sample Policy

Code: **JECAC/GBH**  
Adopted: **OSBA recommends deletion  
of the version**

## **Staff/Student/Parent Relations\*\*** (Version 1)

The Board encourages parents to be involved in their student's school affairs and, unless otherwise ordered by the courts, an order of sole custody to one parent shall not deprive the other parent access to school records.

The parent having sole custody will be contacted before records are released to a noncustodial parent. Only if the parent having sole custody presents a court document to the contrary will the noncustodial parent be denied access to the records.

Otherwise, the noncustodial parent may receive and inspect school records and consult with school staff concerning the student's welfare and education to the same extent as provided the parent having sole custody.

Noncustodial parents will not be granted visitation or telephone access to the student during the school day nor will a student be released to the noncustodial parent without written permission of the parent having sole custody.

The district will use reasonable methods to identify and authenticate the identity of both parents.

END OF POLICY

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### **Legal Reference(s):**

[ORS 107.154](#)  
[ORS 109.056](#)

[ORS 163.245 to -163.257](#)

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

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

4/03/01 | NC



# Oregon School Boards Association Selected Sample Policy

Code: **JECAC/GBH**  
Adopted: **Rec. Adoption**

## Staff/Student/Parent Relations\*\* (~~Version 2~~)

The Board encourages parents to be involved in their student's school-affairs educational activities and, unless otherwise ordered by the courts, an order of sole custody on the part of one parent shall not deprive the other parent of the following authority as it relates to:

1. Receiving and inspecting school their student's education records and consulting with school staff concerning the student's welfare and education, to the same extent as provided the parent having sole custody;
2. Authorizing emergency medical, dental, psychological, psychiatric or other health care for the student if the custodial parent is, for practical reasons, unavailable.

It is the responsibility of the parent with sole custody to provide any court order that curtails the rights of the noncustodial parent at the time of enrollment or any other time a court order is issued. ~~A parent with sole custody shall be requested to provide the district with written instructions regarding particular rights or privileges granted to the noncustodial parent.~~

Noncustodial parents will not be granted visitation or telephone access to the student during the school day. The student will not be released to the noncustodial parent ~~without written permission of the parent with sole custody~~ unless allowed by court order.

In the case of joint custody, the district will adhere to all conditions specified and ordered by the court. The district may request in writing any special requests or clarifications in areas concerning the student and the district's relationship and responsibilities.

The district will use reasonable methods to identify and authenticate the identity of both parents.

END OF POLICY

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### Legal Reference(s):

[ORS 107.154](#)  
[ORS 109.056](#)  
[ORS 163.245](#) to -163.257

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

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

2/26/094/13/17 | MSPH

# Oregon School Boards Association Selected Sample Policy

Code: **DDB**  
Adopted: **Rec. Adoption (Conditionally  
Required)**

## Native American Impact Aid Funds

The district may claim children residing on Indian lands for the purpose of receiving federal funds pursuant to the ~~Title VII - Impact Aid statutes (20 U.S.C. Sections 7701-7714)~~ laws.

~~Administrative regulations shall be established and maintained to~~ The district ensures:

1. The equal participation of Indian children in the educational programs and activities of the district on the same basis as all other district students;
2. Parents of such children and Indian tribes are afforded an opportunity to present their views on such programs and activities, including an opportunity to make recommendations on the needs of those children and how the district may help such children realize the benefits of district programs and activities;
3. Parents and Indian tribes are consulted and involved in planning and developing such programs and activities;
4. Relevant applications, evaluations and program plans are disseminated to the parents and Indian tribes;
5. Parents and Indian tribes are afforded an opportunity to present their views to the district regarding the district's general educational program.

The policy ~~and administrative regulation~~ will be reviewed ~~regularly~~ annually and modified, as ~~appropriate~~ needed.

Documentation demonstrating district compliance with the requirements of this policy and law will be maintained in the district office.

END OF POLICY

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### Legal Reference(s):

~~No Child Left Behind Act of 2001, 20 U.S.C. § 6315 (2006).~~ Every Student Succeeds Act of 2015, 20 U.S.C. § 7704 (2017).  
Special Provisions for Local Educational Agencies that Claim Children Residing on Indian Lands, 34 C.F.R. §§ 222.90 - 222.122 (2006).  
CR9/16/036/27/17 | NCPH

# Oregon School Boards Association Selected Sample Policy

Code: **DDC**  
Adopted: **Rec. Adoption (Conditionally  
Required)**

## Native American Education Program Grants - Title VI Indian Education

The district may submit a grant application for the purpose of receiving federal funds to support Native American Education Program efforts.

The application should include a description of the comprehensive program for meeting the language and cultural needs of Indian children. ~~Programs and activities will be consistent with, and promote state and local improvement plans under, applicable provisions of Title III of Goals 2000: Educate America Act,~~ that includes:

1. How the program will offer programs and activities to meet the culturally related academic needs of Indian students;
2. Is consistent with the State, tribal and local plans;
3. Includes academic content and student academic achievement goals for identified children, and benchmarks for attaining goals that are based on the Oregon Department of Education's (ODE) academic standards and content and student academic achievement standards adopted under Title I for all students;
4. Explains how Federal, State and local programs, especially programs carried out under Title I, will meet the needs of Indian students;
5. Demonstrates how funds will be used for the activities described above;
6. Describes the professional development opportunities that will be provided, as needed, to ensure that:
  - a. Teachers and other school professionals who are new to the Indian community are prepared to work with Indian children; and
  - b. ~~—~~ All teachers involved in programs are properly trained to carry out such programs; and
7. Describes how the district will:
  - a. Periodically assess the progress of all Indian children enrolled in district schools, including Indian children who do not participate in programs assisted;
  - b. Provide results of each assessment to the committee described below, to the community served by the district and to the Indian tribes whose children are served by the district; and
  - c. Provide communication of responses to findings of any previous assessments, similar to the assessments described above.
8. Describes the process the district used to meaningfully collaborate with Indian tribe(s) located in the community in a timely, active and ongoing manner in the development of the comprehensive program and the actions taken as a result of such collaboration.

The district programs and activities shall be developed in consultation with and the written approval of a committee consisting of parents of Indian children and teachers, and when appropriate, Indian students at the secondary level. A majority of committee members shall be parents of Indian children.

~~The input of committee members, and representatives of the area to be served shall be solicited in the hiring of district personnel charged with program over-site responsibilities and in subsequent program operation and evaluation.~~

~~The progress of the district's Indian children will be assessed periodically in accordance with grant application requirements. Results will be reported to the committee and community.~~

END OF POLICY

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**Legal Reference(s):**

~~No Child Left Behind Act of 2001, 20 U.S.C. § 7424 (2006).~~

~~Goals 2000: Educate America Act, 20 U.S.C. § 5801 et seq. (2006).~~

Every Student Succeeds Act of 2015, 20 U.S.C. § 7424.

CR6/27/17 | PH

# Oregon School Boards Association Selected Sample Policy

Code: **EEA**  
Adopted: **Rec. Adoption/Required**

## Student Transportation Services \*

(Even if the district contracts for student transportation services, this is a required policy.)

School transportation services will be provided for students to and from school ~~{and for}~~ ~~{transporting students to and from curricular and extracurricular activities sponsored by the district}~~ ~~{transporting from one school or facility to another}~~ ~~{ and for school-sponsored field trips that are extensions of classroom learning experiences}~~. Transportation will be provided for homeless students to and from the student's school of origin<sup>1</sup> as required by the No Child Left Behind Act of 2001 (NCLBA) Every Student Succeeds Act of 2015 (ESSA). These services shall be provided throughout the regularly scheduled year and during the regular school day as determined by the ~~{Board}~~ Superintendent.

~~{Elementary students }~~ ~~{in grades K-8}~~ who live more than one mile from school will be transported. Secondary students ~~{in grades 9-12}~~ who live more than one and one-half miles from school will be transported. Mileage exceptions for health, safety or disability will be made in accordance with the district's approved supplemental plan.~~}~~

---

~~OR~~

~~{Students living within specified attendance boundaries shall receive transportation services to their respective schools. In addition, students, including those receiving special education, may be eligible for transportation for health or safety reasons.}~~

~~Miles from school will be determined by the {transportation supervisor} in accordance with Oregon Administrative Rule (OAR) 581-023-0040(1)(e).~~

~~{The district may use Type 10 School Activity Vehicles to transport students from home to school, school to home and from district-sponsored activities.}~~

~~The district may also provide transportation using federal funds<sup>2</sup> or through cooperative agreements with local victims assistance units for a student to attend a safe district school<sup>3</sup> out of the student's attendance area for any student who is a victim of a violent criminal offense occurring in or on the grounds of the school the student attends or the student attends a school identified as persistently dangerous.~~

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<sup>1</sup>"School of origin" means the school that ~~the~~ student attended when permanently housed or the school in which the student was last enrolled.

When the student has completed the final grade served by the school of origin, the term "school of origin" shall include the designated receiving school at the next grade level for all feeder schools.

<sup>2</sup>"Federal funds" means funds available through Title IV, Part A, and Title V, Part A.

<sup>3</sup>If there is not another school in the district to which students can transfer, districts are encouraged, but not required, to explore other appropriate options, i.e., an agreement with a neighboring district.

If there are no other schools within the district a student may transfer to, the district may establish a cooperative agreement with other districts in the area for a transfer. Transportation for students who transfer for such purposes will be provided in accordance with the agreement.

Students attending any private, parochial or public charter school under the compulsory school attendance laws will, where the private, parochial or public charter school is along or near the bus route, be provided equally the riding privileges given to public school students.

Preschool students with disabilities who have transportation as a related service and children from birth to age three who are enrolled in an eligible program shall be provided home to school transportation.

A seat that fully supports each person and meets the minimum standards and specifications of law will be provided at all times. A person who weighs 40 pounds or less must be properly secured with a child safety system that meets the minimum standards and specifications established by the Oregon Department of Transportation under Oregon Revised Statute (ORS) 815.055. A person over 40 pounds or who has reached the upper weight limit for the forward-facing car seat must use a booster seat until he/she is four feet nine inches tall or age eight and the adult belt properly fits.<sup>4</sup> A person who is taller than four feet nine inches or eight years of age or older must be properly secured with a safety belt or harness that meets the requirements under ORS 815.055. In accordance with ORS 811.210 and 811.215 vehicles in excess of 10,000 pounds used for student transportation are exempt from statutory requirements unless they have been equipped with lap belts. Vehicles in excess of 10,000 pounds that have been equipped with lap belts must meet child car seat requirements as set forth in law.

School buses carrying students will be considered extensions of the school experience. All students using school transportation will abide by the code of conduct posted in each school bus ~~for school activity vehicle~~. Violations of such code, as well as other conduct which is improper or which jeopardizes the safety of self or others, will be reported by the school bus ~~for vehicle~~ driver to ~~the supervisor~~ the director of transportation. ~~The transportation supervisor~~ The director of transportation will, as soon as possible, inform the appropriate principal of such occurrence. Violators may be denied use of transportation for a period of time as deemed proper by the principal ~~and/or~~ ~~transportation supervisor~~ the director of transportation.

The ~~principal~~ or designee shall ensure transportation officials and drivers receive notification of students having special medical or behavioral protocols identified in student records.

Appropriate training related to specific protocols, including confidentiality requirements, will be provided to drivers.

Aides or assistants that ride a school bus shall receive training on emergency procedures and their role in the safe transportation of all students on the bus.

The school bus ~~for vehicle~~ driver will be responsible for the school bus ~~for vehicle~~ at all times from departure until return. The driver will not participate in any activities that might impair his/her driving abilities.

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<sup>4</sup>“Proper fit” means the lap belt of the safety belt or safety harness is positioned low across the thighs and the shoulder belt is positioned over the collarbone and away from the neck.

The district will comply with all state and federal laws and regulations pertaining to school bus transportation.

END OF POLICY

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**Legal Reference(s):**

<a href="#">ORS 327.006</a>	<a href="#">ORS 815.055</a>	<a href="#">OAR 581-053-0031</a>
<a href="#">ORS 327.033</a>	<a href="#">ORS 815.080</a>	<a href="#">OAR 581-053-0040</a>
<a href="#">ORS 327.043</a>	<a href="#">ORS 820.100 to-820.190</a>	<a href="#">OAR 581-053-0053</a>
<a href="#">ORS 332.405</a>		<a href="#">OAR 581-053-0060</a>
<a href="#">ORS 332.415</a>	<a href="#">OAR 581-021-0050 to-0075</a>	<a href="#">OAR 581-053-0070</a>
<a href="#">ORS 339.240 to-339.250</a>	<a href="#">OAR 581-022-1530</a>	<a href="#">OAR 581-053-0210</a>
<a href="#">ORS 343.155 to-343.246</a>	<a href="#">OAR 581-023-0040</a>	<a href="#">OAR 581-053-0220</a>
<a href="#">ORS 343.533</a>	<a href="#">OAR 581-053-0002</a>	<a href="#">OAR 581-053-0230</a>
<a href="#">ORS 343.155 to-343.243</a>	<a href="#">OAR 581-053-0003</a>	<a href="#">OAR 581-053-0240</a>
<a href="#">ORS 811.210</a>	<a href="#">OAR 581-053-0004</a>	<a href="#">OAR 735-102-0010</a>
<a href="#">ORS 811.215</a>	<a href="#">OAR 581-053-0010</a>	

~~No Child Left Behind Act of 2001~~ Every Student Succeeds Act of 2015, 20 U.S.C. §§ 6315, 7912 (2015).  
~~Elementary and Secondary Education Act (ESEA) Flexibility Waiver, July 18, 2012.~~  
~~McKinney-Vento Homeless Education Assistance Improvements Act of 2001, 42 U.S.C. §§ 11431-11435 (2001).~~

R10/23/146/27/17/RSPH

# Oregon School Boards Association Selected Sample Policy

Code: **GCI/GDI**  
Adopted: **Not previously adopted**

## Assignments and Transfers \*

Initial assignment of employees will be made by the superintendent or his/her designee. Assignment of all licensed and classified personnel employed by the district will be under direction of the superintendent's direction ~~[and subject to Board approval]~~.

The superintendent will develop procedures for voluntary and involuntary transfer of employees within the district.

These procedures will be based on filling the district's personnel needs.

END OF POLICY

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### Legal Reference(s):

[ORS 236.610](#) to [-236.630](#)

[ORS 236.620](#)

[ORS 236.630](#)

[OAR 581-022](#)-1720

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

~~4/01/026/27/17 | MWP~~



# Oregon School Boards Association Selected Sample Policy

Code: **GDA**  
Adopted: **Do NOT Recommend**  
**changes**

## Instructional Assistants

Instructional assistants shall be hired by the ~~{Board upon recommendation of the superintendent}~~ superintendent.

All instructional assistants must:

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

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

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

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

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

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

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

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

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

END OF POLICY

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**Legal Reference(s):**

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

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

[OAR 581-037-0005 to -0025](#)  
[OAR 584-005-0005\(27\),\(41\)](#)

~~No Child Left Behind Act of 2001, 20 U.S.C. § 6319 (2006).~~ *This section repealed in ESSA but requirements remain in OAR*  
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212.  
Title II of the Genetic Information Nondiscrimination Act of 2008.  
Section 503 of the Rehabilitation Act of 1973.  
6/25/15 6/27/17 | PH

# Oregon School Boards Association Selected Sample Policy

Code: **IGBAC**  
Adopted: **Rec. Adoption (Required)**

## Special Education - Personnel

Consistent with Teacher Standards and Practices Commission (TSPC) requirements, the district's personnel are appropriately and adequately prepared to implement special education and related services, and have the content knowledge and skills to serve children with disabilities.

The district takes measurable steps to recruit, hire, train and retain highly-qualified personnel, who are appropriately licensed and endorsed by TSPC, to provide special education and related services to children with disabilities.

The district's plan for providing personnel development programs in the district is found in Board policy GCL/GDL - Staff Development.

END OF POLICY

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### Legal Reference(s):

[OAR 584-220-0180](#)  
[OAR 584-220-0185](#)

Individuals with Disabilities Education Act {20 U.S.C. § 1412(a)(14)(D) and} 20 U.S.C. § 1413(a)(3).  
Assistance to States for the Education of Children with Disabilities {34 C.F.R. § 300.156(d) and} 34 C.F.R. § 300.207.  
R12/31/076/27/17 | JWS

# Oregon School Boards Association Selected Sample Policy

Code: **IGBAK**  
Adopted: **Rec. Adoption (Required)**

## Special Education - Public Availability of State Application

The superintendent will be responsible for ensuring that all documents relating to the district's eligibility for funds under Part B of the Individuals with Disabilities Education Act (IDEA) are available to parents of children with disabilities and to the general public for inspection, review and comment.

1. In complying with this requirement the district does not release or make public personally identifiable information.
2. Information available for public review includes, but is not limited to:
  - a. How the district implements policies, procedures and programs for special education, consistent with state and federal requirements;
  - b. Performance of students with disabilities on statewide assessments;
  - c. Results of the state's general supervision and monitoring of district programs for special education, including the timeliness and accuracy of required data submissions;
  - d. District achievement of performance targets established in the State Performance Plan (SPP);
  - e. Financial information related to revenue and expenditures for students with disabilities, including but not limited to, district information about:
    - (1) Identifying the excess costs of educating students with disabilities;
    - (2) Maintaining the financial support for programs and services for students with disabilities (Maintenance of Effort (MOE));
    - (3) Describing available schoolwide programs under Title I of the Elementary and Secondary Education Act (ESEA) or No Child Left Behind Act (NCLBA) the Every Student Succeeds Act of 2015 (ESSA);
    - (4) Documenting the Annual district application for IDEA funds; and
    - (5) Reporting of Official audits, reports, complaints and due process hearings.
  - f. District dispute resolution information, including the resolution of state complaints and due process hearings.

END OF POLICY

### Legal Reference(s):

State-Administered Programs, 34 C.F.R. § 76.304 (2006).  
Assistance to States for the Education of Children with Disabilities, 34 C.F.R. § 34 C.F.R. 300.212 (2006).  
Every Student Succeeds Act of 2015, 20 U.S.C. § 1114.  
R12/31/076/27/17 | JWP

# Oregon School Boards Association Selected Sample Policy

Code: **IGBC**  
Adopted: **Rec. Adoption (Required)**

## **Title IA/Parental and Family Involvement** (Version 1)

(This version of the policy does not require an administrative regulation.)

The Board recognizes that parental and family involvement is vital to achieve maximum educational growth for students participating in the district's Title IA program. Therefore, in compliance with federal law and the Oregon Department of Education guidelines, the district shall meet with parents and family to provide information regarding their school's participation in the Title IA program and its requirements.

The Board directs the superintendent to ensure that such meetings are held annually, and at a convenient time. All parents and family of participating students shall be invited to attend. Title IA funds may be provided for transportation, child care, home visits or other parental involvement services, as appropriate. The superintendent shall ensure equivalence among schools in teachers, administration and other staff and in the provisions of curriculum materials and instructional supplies.

Parents and family shall be informed of their right to be involved in the development of the district's parental involvement and family engagement policy, Title IA district and school plans and the school-parent compacts.

### **Parental Involvement and Family Engagement Policy**

A parental involvement and family engagement policy shall be developed jointly, and agreed upon with and distributed to parents and family of participating students. The district shall ensure:

1. Involvement of parents and family members in the joint development of the district's overall Title IA plan, and the ~~process of school review and improvement~~ development of support and improvement plans;
2. Coordination, technical assistance and other support necessary to assist participating schools in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance;
3. Development of activities that promote the schools' and parents' and family capacity for strong parent involvement;
4. Coordination and integration of parental involvement and family engagement strategies with appropriate programs as provided by law;
5. Involvement of parents and family in the annual evaluation of the content and effectiveness of the policy, in improving the academic quality of schools served under Title IA;
6. Identification of ~~B~~ barriers to participation by parents in activities who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy or are of any racial or ethnic minority ~~are identified~~;
7. Findings of annual evaluations are used to design evidence-based strategies for more effective parental involvement and to revise, if necessary, the requirements of this policy;

8. ~~Involvement of P~~parents are involved in the activities of schools served under Title IA.

### **District Title IA Plan**

The district's Title IA plan shall ensure that all children receive a high quality education and to close the achievement gaps between children meeting the challenging state academic standards and those children who are not meeting such standards. As a part of the district's overall Title IA plan, the district shall ensure effective involvement of parents and family by promoting activities that support a partnership among the schools, parents, family and the community, and that promotes the improvement of student achievement. The district plan shall describe:

1. How the district will monitor progress in meeting state academic content standards.
2. How the district will identify and address any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced or out-of-field teachers.
3. How the district will use effective parental involvement practices.
4. The poverty criteria to select school attendance areas for participation.
5. The services provided in both schoolwide and in targeted assisted schools, and educational services outside of those schools as appropriate (e.g., children living in local institutions or a community day school program).
6. The services provided to homeless children and youth.
7. Effective parent and family engagement strategies used by the district.
8. If applicable, how the district will support, coordinate and integrate services with early childhood education programs including transition to local elementary schools.
9. In consultation with parents, administrators, specialized instructional support personnel, how the district will select the most eligible students in need of services in targeted assisted schools.
10. How the district will implement strategies to facilitate effective transitions of students from middle school to high school, and from high school to post-secondary education.
11. How the district will support efforts to reduce the overuse of discipline practices that remove students from the classroom.
12. If appropriate, how the district supports programs that coordinate and integrate academic and career technical education, including but not limited to, work-based learning opportunities.
13. Any other information on how the district proposes to use funds to meet the purpose of the Title IA program as the district determines appropriate.

## Title IA School Plan

Each Title IA school in the district shall jointly develop a plan and distribute the plan to parents and family members of participating children that:

1. Describes the convening of an annual meeting to inform parents and family members of their school's participation in Title IA and explain the requirements of Title IA.
2. Involves parents and family members in the planning, review and improvement of programs under Title IA.
3. Shall provide assistance to parents of students served by the school in understanding such topics as the sState's academic content standards and state student academic achievement standards, Title IA plan requirements, state and local academic assessments and how to monitor a student's progress and work with educators to improve the achievement of their student;.
4. Shall provide materials and training to help parents work with their student to improve their student's achievement, such as literacy training and using technology, as appropriate, to foster parental involvement;.
5. Shall educate teachers, student services personnel, principals and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with and work with parents as equal partners, implement and coordinate parent programs and build ties between parents and the school;.
6. Shall, to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with Head Start, Reading First, Early Reading First, Even Start, the Home Instruction Programs for Preschool Youngsters, the Parents as Teachers Program other fFederal, sState and local programs, and including public preschool programs and other programs that encourage and support parents in fully participating in the education of their children, to the extent feasible and appropriate;.
7. Shall ensure, to the extent possiblepracticable, that information related to school and parent programs, meetings and other activities is sent to the homesparents of participating students in a format and in a language the parents can understand;.
8. May involve parents in the development of training of teachers, principals and other educators to improve the effectiveness of such training;.
9. May provide necessary literacy training from Title IA funds received if the district has exhausted all other reasonably available sources of funding for such training;.
10. May pay reasonable and necessary expenses associated with local parental involvement activities, including transportation and childcare costs, to enable parents to participate in school-related activities, (i.e., meetings and training sessions);.
11. May train and support parents to enhance the involvement of other parents;.
12. May arrange school meetings at a variety of times or conduct in-home conferences between teachers or other educators in order to maximize parental involvement and participation;.

13. May establish a districtwide parent advisory council to provide advice on all matters related to parental involvement in Title IA programs;
14. May develop appropriate roles for community-based organizations and businesses in parental involvement activities;
15. May adopt and implement model approaches to improving parental involvement; and
16. Shall provide such other reasonable support for parental involvement activities consistent with Title IA requirements, as parents may request consistent with Title I requirements.

### School-Parent Compact

A school-parent compact shall be developed for each of the district's Title IA schools. The compact shall:

1. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables students to meet the state's student academic achievement standards;
2. Describe the ways in which each parent will be responsible for supporting their student's learning;
3. ~~Stress~~Address the importance of ongoing communication between teachers and parents through:
  - a. Annual parent-teacher conferences at the elementary school level; and
  - b. Frequent reporting to parents on their student's progress.

The district shall, to the extent practicable, provide full opportunities for the participation of parents with limited English proficiency, parents with disabilities, parents of homeless students and parents of migratory students, to volunteer and participate in their student's class and observe classroom activities. Information and school reports, to the extent practicable, will be provided in a format and language parents and family members can understand.

The district's policy, plan and compact shall be reviewed annually and updated periodically to meet the changing needs of parents and the schools, and distributed to parents of participating students in an understandable and uniform format and, to the extent practicable, in a language the parents can understand.

END OF POLICY

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### Legal Reference(s):

[ORS 343.650](#)

[ORS 343.660](#)

[OAR 581-037-0005 to -0025](#)

~~No Child Left Behind Act of 2001, 20 U.S.C. §§ 6311-6322 (2006).~~  
Every Student Succeeds Act of 2015, 20 U.S.C. §§ 6312, 6318.  
R4/26/096/27/17 | PH



# Oregon School Boards Association Selected Sample Policy

Code: **IGBC**  
Adopted: **Rec. NOT adopting (rec. v.1)**

## **Title IA/Parental and Family Involvement** (Version 2)

(This version of the policy requires an administrative regulation, see IGBC-AR.)

The Board recognizes that parental and family involvement is vital to achieve maximum educational growth for students participating in the district's Title IA program. Therefore, in compliance with federal law and the Oregon Department of Education guidelines, the district shall meet with parents and family to provide information regarding their school's participation in the Title IA program and its requirements.

The superintendent shall ensure equivalence among schools in teachers, administration and other staff, and in the provision of curriculum materials and instructional supplies.

The Board directs the superintendent to ensure that each of the district's schools participating in the Title IA program meets annually. Parents and family of participating students shall be informed of their right to be involved in the development of the district's parental involvement and family engagement policy, overall district Title IA plan and the school-parent compacts.

~~The district shall, to the extent practicable, provide full opportunities for the participation of parents with limited English proficiency, parents with disabilities, parents of homeless students and parents of migratory students. Information and school reports will be provided in a format and language parents understand.~~

In cooperation with parents and family, the district's policy, plan and compact shall be reviewed annually and updated periodically to meet the changing needs of parents and the schools, and distributed to parents of participating students in an understandable and uniform format and, to the extent practicable, in a language the parents can understand.

The superintendent shall develop administrative regulations, as necessary, to implement this policy and meet the requirements of law.

END OF POLICY

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### Legal Reference(s):

[ORS 343.650](#)  
[ORS 343.660](#)

[OAR 581-015-0750](#) this doesn't exist

[OAR 581-037-0005 to -0025](#)

~~No Child Left Behind Act of 2001, 20 U.S.C. §§ 6311-6322 (2006).~~  
Every Student Succeeds Act of 2015, 20 U.S.C. §§ 6312, 6318.  
R3/04/036/27/17 | NCPH

# Oregon School Boards Association Selected Sample Policy

Code: **IGBC-AR**  
Adopted: **Not required with V. 1**

## Title IA/Parental and Family Involvement (Version 2)

### Parental Involvement and Family Engagement Policy

A parental involvement and family engagement policy shall be developed jointly, and agreed upon with and distributed parents and family of participating students. The district shall ensure:

1. Involvement of parents and family members in the joint development of the district's overall Title IA plan, and the process of school review and improvement development of support and improvement plans.
2. Coordination, technical assistance and other support necessary to assist participating schools in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance;.
3. Development of activities that promote the schools' and parents' and family capacity for strong parent involvement;.
4. Coordination and integration of parental and family involvement engagement strategies with appropriate programs as provided by law;.
5. Involvement of parents and family in the annual evaluation of the content and effectiveness of the policy, in improving the academic quality of schools served under Title IA;.
6. Identification of barriers to participation by parents in activities who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy or are of any racial or ethnic minority are identified;.
7. Findings of annual evaluations are used to design evidence-based strategies for more effective parental involvement and to revise, if necessary, the requirements of this policy;.
8. Involvement of Pparents are involved in the activities of schools served under Title IA.

### District Title IA Plan

The district's Title IA plan shall ensure that all children receive a high quality education and to close the achievement gaps between children meeting the challenging state academic standards and those children who are not meeting such standards. As a part of the district's overall Title IA plan, the district shall ensure effective involvement of parents and family by promoting activities that support a partnership among the schools, parents, family and the community, and that promotes the improvement of student achievement. Plans may be developed by participating district schools individually or collectively.  
District schools: The district Title IA plan shall describe:

1. How the district will monitor progress in meeting state academic content standards.
2. How the district will identify and address any disparities that result in low-income students and minority students being taught at higher rates than other students taught by ineffective, inexperienced or out-of-field teachers.
3. How the district will use effective parental involvement practices.
4. The poverty criteria to select school attendance areas for participation.
5. The services provided in both schoolwide and in targeted assisted schools, and educational services outside of those schools as appropriate (e.g., children living in local institutions or a community day school program).
6. The services provided to homeless children and youth.
7. Effective parent and family engagement strategies used by the district.
8. If applicable, how the district will support, coordinate and integrate services with early childhood education programs including transitions to local elementary schools.
9. In consultation with parents, administrators, specialized instructional support personnel, how the district will select the most eligible students in need of services in targeted assisted schools.
10. How the district will implement strategies to facilitate effective transitions of students from middle school to high school, and from high school to post-secondary education.
11. How the district will support efforts in reducing the overuse of discipline practices that remove students from the classroom.
12. If appropriate, how the district supports programs that coordinate and integrate academic and career technical education, including but not limited to, work-based learning opportunities.
13. Any other information on how the district proposes to use funds to meet the purpose of the Title IA program as the district determines appropriate.

### **Title IA School Plan**

Each Title IA school in the district shall jointly develop a plan and distribute the plan to parents and family members of participating children that:

1. Describes the convening of an annual meeting to inform parents and family members of their school's participation in Title IA and explain the requirements of Title IA.
2. Involves parents and family members in the planning, review and improvement of programs under Title IA.

3. Shall provide assistance to parents of students served by the school in understanding such topics as the State's academic content standards and state student academic achievement standards, Title IA plan requirements, state and local academic assessments and how to monitor a student's progress and work with educators to improve the achievement of their student;
4. Shall provide materials and training to help parents work with their student to improve their student's achievement, such as literacy training and using technology, as appropriate, to foster parental involvement;
5. Shall educate teachers, student services personnel, principals and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with and work with parents as equal partners, implement and coordinate parent programs and build ties between parents and the school;
6. Shall, to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with Head Start, Reading First, Early Reading First, Even Start, the Home Instruction Program for Preschool Youngsters, the Parents as Teachers Programs, other Federal, State and local programs, including public preschool programs, and other programs that encourage and support parents in fully participating in the education of their children, to the extent feasible and appropriate;
7. Shall ensure, to the extent possible/practicable, that information related to school and parent programs, meetings and other activities is sent to the homes/parents of participating students in a format and in a language the parents can understand;
8. May involve parents in the development of training of teachers, principals and other educators to improve the effectiveness of such training;
9. May provide necessary literacy training from Title IA funds received if the district has exhausted all other reasonably available sources of funding for such training;
10. May pay reasonable and necessary expenses associated with local parental involvement activities, including transportation and child-care costs, to enable parents to participate in school-related activities, (i.e., meetings and training sessions);
11. May train and support parents to enhance the involvement of other parents;
12. May arrange school meetings at a variety of times or conduct in-home conferences between teachers or other educators in order to maximize parental involvement and participation;
13. May establish a districtwide parent advisory council to provide advice on all matters related to parental involvement in Title IA programs;
14. May develop appropriate roles for community-based organizations and businesses in parental-involvement activities;
15. May adopt and implement model approaches to improving parental involvement; and.

16. Shall provide such other reasonable support for parental involvement activities consistent with Title IA requirements, as parents may request consistent with Title I requirements.

### **School-Parent Compact**

A school-parent compact shall be developed for each of the district's Title IA schools. The compact shall:

1. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables students to meet the state's student academic achievement standards;
2. Describe the ways in which each parent will be responsible for supporting their student's learning;
3. ~~Stress~~Address the importance of ongoing communication between teachers and parents through:
  - a. Annual parent-teacher conferences at the elementary school level; and
  - b. Frequent reporting to parents on their student's progress.

The district shall provide opportunities for the participation of parents with limited English proficiency, parents with disabilities, parents of homeless students and parents of migratory students, to volunteer and participate in their student's class and observe classroom activities. Information and school reports, to the extent practicable, will be provided in a format and language parents can understand.

R1/26/096/27/17 | PH

# Oregon School Boards Association Selected Sample Policy

Code: **IGBHE**  
Adopted: **Rec. Adoption (highly recommended)**

## Expanded Options Program

The Board is committed to providing additional options to students enrolled in grades 11 and 12 to continue or complete their education, to earn concurrent high school and college credits and to gain early entry into post-secondary education. The district's Expanded Options Program will comply with all requirements of Oregon law (ORS 340) and give priority status to "at-risk" students.

### Eligible Students

Eligible students may apply to take courses at an eligible post-secondary institution through the Expanded Options Program. A student is eligible for the Expanded Options Program if he/she:

1. is 16 years of age or older at the time of enrollment in a course under the Expanded Options Program;
2. is in grade 11 or 12 or has not yet completed the required credits for grade 11 or 12, but the district has allowed the student to participate in the program;
3. has developed an educational learning plan; and
4. has not successfully completed the requirements for a high school diploma. A student who has graduated from high school may not participate.

### Student Notification

Prior to February 15 of each year, the district shall notify all high school students and the students' parents of the Expanded Options Program for the following school year. The district will notify a transfer high school student, or a returning dropout, of the Expanded Options Program if the student enrolls after the district has issued the February 15 notice. The district will notify a high school student who has officially expressed an intent to participate in the Expanded Options Program, and the student's parent or guardian, of the student's eligibility status within 20 business days of the expression of intent.

It is a priority for the district to provide information about the Expanded Options Program to high school students who have dropped out of school. The district shall establish a process to identify and provide those students with information about the program. The district shall send information about the program to the last-known address of the family of the student.

The notice must include the following:

1. The definitions below:

a. **“Eligible Student”**: A student who is enrolled in an Oregon public school and who:

- (1) Is 16 years of age or older at the time of enrollment in a course under the Expanded Options Program;
- (2) Is in grade 11 or 12 or has not yet completed the required credits for grade 11 or 12, but the district has allowed the student to participate in the program;
- (3) Has developed an educational learning plan as described in this policy; and
- (4) Has not successfully completed the requirements for a high school diploma.

An eligible student does not include a foreign exchange student enrolled in a school under a cultural exchange program;

b. **“Eligible Post-Secondary Institution”**: A community college, a state institution of higher education listed in Oregon Revised Statute (ORS) 352.002 and the Oregon Health and Science University;

c. **“Eligible Post-Secondary Course”**: Any nonsectarian course or program offered through an eligible post-secondary institution if the course or program may lead to high school completion, a certificate, professional certification, associate degree or baccalaureate degree.

An eligible post-secondary course does not include a duplicate course offered at the student’s resident school. Eligible post-secondary courses include academic and professional technical courses and distance education courses.

2. Purposes of the Expanded Options Program which include the following:

a. To create a seamless education system for students enrolled in grades 11 and 12 to:

- (1) Have additional options to continue or complete their education;
- (2) Earn concurrent high school and college credits; and
- (3) Gain early entry into post-secondary education.

b. To promote and support existing accelerated college credit programs and to support the development of new programs that are unique to a community’s secondary and post-secondary relationships and resources;

c. To allow eligible students who participate in the Expanded Options Program to enroll full-time or part-time in an eligible post-secondary institution;

d. To provide public funding to the eligible post-secondary institutions for educational services to eligible students to offset the cost of tuition, fees, textbooks, equipment and materials for students who participate in the Expanded Options Program; and

e. To increase the number of at-risk students earning college credits or preparing to enroll in an eligible post-secondary institution.

3. Financial arrangements for tuition, textbooks, equipment and materials;

4. Available transportation services;

5. The effect of enrolling in the Expanded Options Program on the student's ability to complete high school graduation requirements;
6. The consequences of failing or not completing a post-secondary course;
7. Notification that participation in the Expanded Options Program is contingent on acceptance by an eligible post-secondary institution;
8. District timelines affecting student eligibility and duplicate course determinations;
9. The following information about eligibility for the Expanded Options Program:
  - a. Eligible students may not enroll in eligible post-secondary courses for more than the equivalent of two academic years, and eligible students who first enroll in grade 12 may not enroll in eligible post-secondary courses for more than the equivalent of one academic year;
  - b. A student who has completed the requirements for a high school diploma may not participate in the Expanded Options Program.
10. Notice(s) of any other program(s), agreement(s) or plan(s) in effect that provides access for public high school students to post-secondary courses;
11. The district's responsibility for providing any required special education and related services to the student;
12. The number of quarter credit hours that may be awarded each school year to eligible students by the resident high school;
13. The Board's process for selecting eligible students to participate in the Expanded Options Program if the district has not chosen to exceed the credit hour cap and has more eligible students who wish to participate than are allowed by the cap;
14. Information about program participation priority for at-risk students;
15. Exclusion of duplicate courses as determined by the district;
16. The process for a student to appeal the district's duplicate course determination to the Superintendent of Public Instruction or the Superintendent's designee;
17. Exclusion of post-secondary courses in which a student is enrolled if the student is also enrolled full time in the resident ~~secondary~~high school; and
18. Exclusion of foreign exchange students enrolled in a school under a cultural exchange program.

~~It is a priority for the district to provide information about the Expanded Options Program to high school students who have dropped out of school. The district shall establish a process to identify and provide those students with information about the program. The district shall send information about the program to the last known address of the family of the student.~~



## **Enrollment Process**

Prior to May 15 of each year, a student who is interested in participating in the Expanded Options Program shall notify the district of his/her intent to enroll in post-secondary courses during the following school year. A high school transfer student or returning dropout has 20 business days from the date of enrollment to indicate interest.

The district shall review with the student and the student's parent the student's current status toward meeting all state and district graduation requirements and the applicability of the proposed post-secondary course to the remaining graduation requirements.

A student who intends to participate in the Expanded Options Program shall develop an educational learning plan in cooperation with an advisory support team. An advisory support team may include the student, the student's parent and a teacher or a counselor. The educational learning plan may include:

1. The student's short-term and long-term learning goals and proposed activities; and
2. The relationship of the post-secondary courses proposed under the Expanded Options Program and the student's learning goals.

A student who enrolls in the Expanded Options Program may not enroll in post-secondary courses for more than the equivalent of two academic years. A student who first enrolls in the Expanded Options Program in grade 12 may not enroll in post-secondary courses for more than the equivalent of one academic year. If a student first enrolls in a post-secondary course in the middle of the school year, the time of participation shall be reduced proportionately. If a student is enrolled in a year-round program and begins each grade in the summer session, summer sessions are not counted against the time of participation.

## **Duplicate Courses**

The district will establish a process to determine duplicate course designations. The district will notify an eligible student and the student's parent or guardian of any course the student wishes to take that the district determines is a duplicate course, within 20 business days after the student has submitted a list of intended courses.

A student may appeal a duplicate course determination to the Board based on evidence of the scope of the course. The scope of the course refers to the depth and breadth of course content as evidenced through a planned course statement, including content outlines, applicable state content standards, course goals and student outcomes. The ~~[Board]~~ ~~[Board's designee]~~ Superintendent will issue a decision on the appeal within 30 business days of receipt of the appeal. If the appeal is denied by the Board, the student may appeal the district's determination to the Superintendent of Public Instruction.

## **Expanded Options Program Annual Credit Hour Cap**

The number of quarter credit hours that may be awarded by a high school under the Expanded Options Program is limited to an amount equal to the number of students in grades 9 through 12 enrolled in the high school multiplied by a factor of 0.33. For example, the cap for a high school with 450 students in grades 9 through 12 would be 148.5 ( $450 \times 0.33 = 148.5$ ). (The caps must be established separately for each high school.)

At the district's discretion, the district may choose to exceed both the individual high school level cap and the aggregate district level cap. If the district has more eligible students than are allowed under the credit hour cap the district shall establish a process for selecting eligible students for participation in the program. The process will give priority for participation to students who are "at risk." An "at-risk student" means: (1) a student who qualifies for a free or reduced price lunch program; or (2) an at-risk student as defined by rules adopted by the State Board of Education ~~if it has adopted rules to define an at-risk student~~. An "at-risk" student includes a student who meets state or federal thresholds for poverty as indicated by eligibility for services under any of the following provisions of the ~~No Child Left Behind Act~~ Every Student Succeeds Act of 2015 (ESSA): (1) Title I - Improving Academic Achievement of the Disadvantaged, Part A - Improving Basic Programs Operated by Local Educational Agencies; (2) Title I, Part C - Education of Migratory Children; (3) Title I, Part D - Prevention and Intervention Programs for Children and Youth Who are Neglected, Delinquent, or At-Risk; (4) Title III - Language Instruction for Limited English Proficient and Immigrant Students; and (5) and Title ~~IX-A - Repeals, Redesignations, and Amendments to Other Statutes, Part C~~ Education of Homeless Children and Youth Program (amending subtitle B of title VII of the McKinney-Vento Homeless Educational Assistance Act).

If the district has not exceeded the credit hour cap, the district shall ensure that all eligible at-risk students are allowed to participate in the Expanded Options Program and may allow eligible students who are not at-risk to participate in the program.

## **Post-Secondary Institution Credit**

Prior to beginning a post-secondary course, the district shall notify the student of the number and type of credits that the student will be granted upon successful completion of the course. If there is a dispute between the district and student regarding the number or type of credits that the district will or has granted to a student for a particular course, the student may appeal the district's decision using an appeals process adopted by the Board.

Credits granted to a student shall be counted toward high school graduation requirements and subject area requirements of the state and the district. Evidence of successful completion of each course and credits granted shall be included in the student's education record. A student shall provide the district with a copy of the student's grade in each course taken for credit under the Expanded Options Program. The student's education record shall indicate that the credits were earned at a post-secondary institution.

## **Financial Agreement**

The district shall negotiate in good faith a financial agreement with the eligible post-secondary institution for the payment of actual instructional costs associated with the student's enrollment, including tuition and fees and the costs of textbooks, equipment and materials.

A district may request a waiver from the Superintendent of Public Instruction if:

1. Compliance would adversely impact the finances of the district; or
2. ~~The district offers dual credit technical preparation programs (i.e. two-plus-two programs, advanced placement or International Baccalaureate programs).~~ Programs offered by the district (i.e., Dual Credit, Sponsored-Based Dual Credit, Assessment-Based Dual Credit, Articulated Career Technical Education (CTE) courses, two-plus-two programs, Advanced Placement (AP), International Baccalaureate Programs or other locally developed program that offers Accelerated College Credit to their respective high school student).

### **Student Reimbursement**

Students are not eligible for any state student financial aid ~~for college course work~~, but students may apply to the district for reimbursement for any textbooks, fees, equipment or materials purchased by the student that are required for a post-secondary course. All textbooks, fees, equipment and materials provided to a student and paid for by the district are the property of the district.

### **Transportation Services**

The district may provide transportation services to eligible students who attend post-secondary institutions within the education service district boundaries of which the district is a component district.

### **Special Education Services**

The district of a student participating in the Expanded Options Program shall be responsible for providing any required special education and related services to the student. “Related services” includes transportation and such developmental, corrective and other supportive services as are required to assist a student with a disability to benefit from special education and is consistent with Oregon administrative rules on special education. “Special education” means specifically designed instruction consistent with Oregon administrative rules to meet the unique needs of a student with a disability by adapting, as appropriate, the content, methodology, or delivery of instruction to address the unique needs of the student that result from the student’s disability and to ensure access of the student to the general curriculum. If a post-secondary institution intends to provide special education and related services to an Expanded Options Program participant, the institution shall enter into a written contract with the district of the student. The contract shall include the following at a minimum:

1. Allowance for the student to remain in the program during the pendency of any special education due process hearing unless the parents and district agree otherwise;
2. Immediate notification to the district if the institution suspects that a student participating in the program may have a disability and requires special education or related services;
3. Immediate notification to the district if the student engaged in conduct that may lead to suspension or expulsion; and
4. Immediate notification to the district of any complaint made by the parents of the student regarding the student’s participation in the program at the institution.

## District Alternative Programs

The Expanded Options Program does not affect any program, agreement or plan that existed on January 1, 2006 between the district and a post-secondary institution, which has been continued or renewed.

Any new program, agreement or plan that is developed after January 1, 2006 may be initiated at the discretion of the district and the post-secondary institution.

END OF POLICY

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### Legal Reference(s):

[ORS 329.035](#) *repealed 2007*

[ORS 329.485](#)

[ORS 332.072](#)

[ORS 336.615 to -336.665](#)

[ORS Chapter 340](#)

[OAR 581-022](#) *1363 to -1373 State Board removing OAR in lieu of ORS*

Every Student Succeeds Act of 2015, 20 U.S.C. §1111-1605; § 3111-3203.

McKinney-Vento Homeless Assistance Act, Subtitle VII-B, reauthorized by Title IX-A of the Every Student Succeeds Act, 42 U.S.C. §§ 11431-11435 (2015).

HR9/29/14 6/27/17 | RSPH

# Oregon School Boards Association Selected Sample Policy

Code: **IGBI**  
Adopted: **Rec. Change**

## Bilingual Education

Students whose primary language is a language other than English will be provided appropriate assistance until they are able to use English in a manner that allows effective, relevant participation in regular classroom instruction.

Parents who are not able to use English in a manner that allows effective, relevant participation in educational planning for their student will be provided with relevant written, verbal or signed communication in a language they can understand.

END OF POLICY

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### Legal Reference(s):

[ORS 336.074](#)  
[ORS 336.079](#)

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

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

~~No Child Left Behind Act of 2001~~ Every Student Succeeds Act of 2015, 20 U.S.C. §§ 68101-7014 (2006/15).

R6/24/046/27/17 | NCPH

# Oregon School Boards Association

## Selected Sample Policy

Code: **IGCA**  
Adopted: **Rec. Approval**

### Post-Graduate Scholar Program \*

The district will provide a Post-Graduate Scholar program for students in the district. A “post-graduate scholar” means a student who has: been in grades 9 through 12 for more than a total of four school years; and satisfied the requirements for a high school diploma as provided by law. The Post-Graduate Scholar program may allow post-graduate scholars to: enroll in courses at a community college that are part of an approved course of study in the post-graduate scholar program in the district, in order to gain a certificate or diploma; enroll in the approved program courses of study for one school year after the post-graduate scholar has satisfied the requirements for a high school diploma in the district; and have the district pay the costs for such approved course of study, including tuition, fees and books.

#### Program Qualifications

A post-graduate scholar qualifies to participate in the program if the post-graduate scholar:

1. Has completed and submitted the Free Application for Federal Student Aid, if eligible to file the application;
2. Is not eligible for a grant under the Oregon Promise Program because of failure to earn the minimum cumulative grade point average, or submitted a complete application for a grant under the Oregon Promise program by the established deadline but did not receive a grant;
3. Is not eligible for a federal aid grant that is equal to or more than the average cost of tuition and fees at a community college, as determined by the U.S. Department of Education after Consultation with the Executive Director of the Office of Student Access and Completion; and
4. Retains a legal residence within the boundaries of the district through which the post-graduate scholar satisfied the requirements for a high school diploma.

The district establishes the following additional requirements:

1. A minimum ~~{high school}~~ ~~[community college]~~ GPA of **at least 1.5. A student with less than a 1.5 GPA may petition the Lowell School District for acceptance into this program if they can prove extenuating circumstances or has made exceptional efforts to increase their GPA. {2.00}**;
2. An ~~{805 percent}~~ attendance ~~{at community college courses}~~; and
3. Regular in-person meetings with district staff to monitor progress held at least twice each month.

## Program Goals

The goals of the program include:

1. Increasing the high school graduation rate for underserved students ~~to [80 percent]; and~~
2. ~~Increasing the percent of students from the district attending a post-secondary education institute.~~

The district will monitor program information at the end of each grading term and measure results at the end of each year. ~~[These results will be presented to the Board.]~~

The district approves the following courses of study for the program: ~~Any course of study in the Lane Community College Catalogue that leads to a certificate or diploma.~~

~~1. [ ];~~

~~2. [ ];~~

~~3. [ ];~~

## Other District Requirements

The district ~~[will]~~ ~~[has]~~ entered into a written agreement with ~~the community college that has a service area within which the district is located.~~ Lane Community College.

The district will provide dedicated staff to provide support services to post-graduate scholars, including regular in-person meetings to monitor student progress that occur at least twice each month.

The district will ensure that a majority of the students from the district who are enrolled in courses at a community college meet at least one of the following criteria:

1. Is not a post-graduate scholar;
2. Has received a modified diploma, an extended diploma or a General Educational Development (GED) certificate;
3. Was enrolled in an alternative high school program within the preceding 12 months;
4. Is, or will be, a first-generational graduate of high schools;
5. Is, or has been, a child in a foster home;
6. Is, or has been, placed in a facility or an education program by a court;
7. Is homeless;
8. Is a parent; or

9. Was identified as eligible for free or reduced price lunches within the preceding 12 months.

A district may receive or expend moneys distributed from the State School fund for post-graduate scholars who enroll in courses at a community college, only if the post-graduate scholars are enrolled in the courses as part of a program established under this section. The post-graduate scholar will not be required to accept or use any federal grant moneys to offset costs of tuition, fees or books incurred by the post-graduate scholar at the community college.

~~The district will provide transportation service in existing bus routes to post-graduate scholars, and is not required to alter existing bus routes to provide such transportation.~~

END OF POLICY

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**Legal Reference(s):**

[ORS 327.006](#) to -327.133  
[ORS 329.451](#)  
[ORS 332.405](#)

[ORS 339.250](#)  
[ORS 811.210](#)  
[ORS 811.215](#)

[OAR 581-021-0576](#) to -0579

~~No Child Left Behind Act of 2001, 20 U.S.C. §§ 6315, 7912.~~

~~Elementary and Secondary Education Act (ESEA) Flexibility Waiver, July 18, 2012.~~

~~McKinney Vento Homeless Education Assistance Improvements Act of 2001, 42 U.S.C. §§ 11431-11435 (2005).~~

McKinney-Vento Homeless Assistance Act, Subtitle VII-B, reauthorized by Title IX-A of the Every Student Succeeds Act, 42 U.S.C. §§ 11431-11435 (2015).

CR4/28/16 | SL



# Oregon School Boards Association Selected Sample Policy

Code: **JECBB**  
Adopted: **Recommend NOT adopting**  
**(Highly recommended)**

## Intradistrict Transfer Students

With the superintendent's approval, the district may grant the request of a resident student to attend another school in the district, provided the receiving school agrees to that request.

Students who attend a district school identified as persistently dangerous, or who are victims of a violent criminal offense occurring in or on the grounds of the school the student attends, may transfer to a safe public school in the district, including transfer to a public charter school in the district.

The superintendent will develop administrative regulations, as necessary, to implement this policy.

END OF POLICY

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### Legal Reference(s):

[~~ORS 329.485~~](#)

[~~ORS 332.107~~](#)

[~~ORS 339.133~~](#)

[OAR 581-021-0045](#)

~~No Child Left Behind Act of 2001~~ Every Student Succeeds Act of 2015, 20 U.S.C. §§ ~~6316~~, 7912.  
~~Elementary and Secondary Education Act (ESEA) Flexibility Waiver, July 18, 2012.~~  
~~HR 12/30/15 6/27/17~~ | PH

# Oregon School Boards Association Selected Sample Policy

Code: **JECBB-AR**  
Revised/Reviewed: **Rec. NOT Adopting**

## Intradistrict Transfer Procedures

The following procedures will govern consideration of a request by a parent for his/her student to attend a district school other than the one within the student's regular attendance boundary.

### General Parent/Student Requests for Intradistrict Transfer

1. Resident students and their parents will be notified on an annual basis of intradistrict transfer options available;
2. Requests to transfer will be considered on a space-available basis and subject to the following criteria:
  - a. A financial, educational, safety or health condition affecting the student would likely be improved as a result of the transfer. "Would likely be improved" means it is probable, in the judgment of the district, that the nature and effect of the benefit to be received will be real and meaningful;
  - b. Attendance at the school is nearer to the parent's place of work or to the location of child care;
  - c. The parent has moved and the place of residence is now located outside the attendance boundary of the student's assigned school, but remains within district boundaries and completion of the current school year in the student's school is in the student's best interest;
  - d. There is some other special hardship or detrimental condition affecting the student or his/her immediate family which would be alleviated as a result of the transfer. "Special" means a circumstance or factor not generally applicable to other students or families. "Hardship" and "detrimental condition" apply to any circumstance or factor which has a harmful effect on the student or his/her immediate family, and is not restricted to a financial, educational, safety or health condition;
  - e. A program/activity is offered only at the receiving school.
3. Requests that a student attend a district school other than the student's assigned school within his/her regular attendance boundary must be made by the parent (or emancipated minor or student age 18 or older) and submitted in writing [on forms provided by the district] to the principal or designee of the school the student currently attends, no later than [March 31]. Later requests may be considered in unusual circumstances, at the district's discretion. Written requests must include a clear statement as to how the requested transfer meets district criteria;
4. The principals of the sending and receiving schools will consult and must mutually agree to the transfer. If either principal objects, the request will be denied;
5. The sending school principal or designee will notify the parent [in writing] that the request has been granted or denied, no later than [June 1];

6. Students who apply for an intradistrict transfer and are not accepted at the time of application because of space availability or ~~No Child Left Behind Act of 2001 (NCLBA)~~ **Every Student Succeeds Act of 2015 (ESSA)** transfers will be placed on a waiting list in the order in which the applications are received. Such applications will be considered for approval at a later date as space becomes available. The waiting list will be maintained until [February] of each year, after which time a new waiting list will be developed;
7. Transportation will be the responsibility of the parent. In certain circumstances, district transportation may be appropriately provided, on a space-available basis. Existing bus routes and loading areas will not, however, be disrupted or altered in order to accommodate an intradistrict transfer;
8. [Once a student transfer is approved, the district will, to the extent practicable, continue the student in the receiving school through the highest grade in that building, subject to the right of residents of the attendance area to attend their assigned school and students exercising **safe** school choice options under ~~NCLBA-ESSA~~.] [Approved transfers will be reevaluated at the conclusion of each school year by the principal of the receiving school. Continuation of the transfer may be denied based on such considerations as space limitations, student behavior, attendance, academic performance or failure to continue an educational program for which the transfer request was originally approved];
9. In the event building capacity is reached with attendance area residents or students from outside the attendance area who have transferred under provisions of ~~NCLBA~~ **ESSA**, transfer students may be asked to enroll in another school or return to their school of origin;
10. An approved transfer granted to a student will not obligate the district to approve subsequent requests from another student in the same family;
11. Student violations of Board policy, administrative regulation or school rules may result in revocation of the transfer at any time at the discretion of the district, in addition to discipline imposed.

### **Safe Public School Choice Transfer Requests**

In the event a district school is identified by the Oregon Department of Education (ODE) as persistently dangerous, or a student has been a victim of a violent criminal offense while in or on the grounds of a school the student attends, a transfer to meet the safe public school choice requirements of ~~NCLBA~~ **ESSA** will be provided, subject to the following:

1. The district will provide notification to parents of all students attending a school identified as persistently dangerous of their student's right to transfer.

The notice will:

- a. Be in writing, provided within [10] school days from the time the district becomes aware that the school has been identified by ODE as persistently dangerous or from the time a parent or student has notified the district that the student has been the victim of a violent criminal offense as defined by ODE;
- b. Inform parents that their student is eligible to attend another public school in the district due to the identification of the school as persistently dangerous, or inform the parent of a student who

- has been the victim of a violent criminal offense, as defined by ODE, while in or on the grounds of a school the student attends, that their student is eligible to attend another public school in the district;
- c. Identify each public school in the district, including public charter schools, that the parent may select;
  - d. Explain why the choices made available may have been limited including, as applicable, that no choices are currently available; and
  - e. Describe the performance and quality of those schools of choice. Parents may request more detailed information and may ask to see a school's academic report card.
2. The transfer will be to a safe district school in the district;
  3. Requests to transfer must be in writing (standard mail, fax or e-mail) and submitted to the school office for consideration generally no later than [20] school days from the district notice. The district will confirm requests;
  4. The district will consider the education needs and preferences of the student and parent. Parents may decline the assigned school;
  5. Approved transfers will generally occur within [30] school days from the time the district learns that the school has been identified as persistently dangerous. A student who has been the victim of a violent criminal offense will be transferred as soon as practicable;
  6. Transfers may be temporary or permanent but will minimally be in effect as long as the student's original school is identified as persistently dangerous. Transfers for a student who has been the victim of a violent criminal offense will remain in effect until such time as may be appropriate, based on the safety and welfare of the student. The district will consider the educational needs of all transfer students as well as other factors affecting the student's ability to succeed if returned to the transferring school;
  7. The district may provide transportation using federal funds or through cooperative agreements with local victims assistance units.

In the event a district school is identified by ODE as persistently dangerous, or a student has been a victim of a violent criminal offense while in or on the grounds of a school the student attends and there is not another school in the district for the student to transfer to, the district may develop an agreement with a neighboring district to accept transfer students. The development of such agreements is at the discretion of the district. Transfer approval will be in accordance with established Board policy and administrative regulation.

### **Special Education and Public School Choice**

The district will ensure that students with disabilities are provided a free appropriate public education (FAPE) in their school of choice, consistent with the Individuals with Disabilities in Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act. In offering choice to students with disabilities, the district may match the abilities and needs of a student with disabilities to the possible schools that have the ability to provide the student with FAPE.

## **Miscellaneous General Provisions for All Transfers**

1. Students who wish to return to their home school or to transfer to a different district school must reapply in accordance with established request procedures.
2. Students granted permission to attend a district school other than the school in their assigned attendance area will have the same curricular and extracurricular status as all other students attending the school, consistent with applicable Oregon School Activities Association (OSAA) rules.
3. Students are expected to preregister and complete final registration and scheduling for the school in their assigned attendance area pending disposition of a transfer request.
4. Students may not sign up for or practice with athletic teams or other activity groups in the school they are requesting to transfer until the transfer is approved.
5. Recruitment of students by district employees is strictly prohibited.
6. Students whose place of residence changes within the district during the school year must notify the district. Students may be required to attend the school of their new attendance area the following year, consistent with NCLBA the ESSA requirements, unless application is made for transfer.
7. Parents may appeal decisions to deny intradistrict transfer requests to the superintendent and Board, through established district procedures.

## **Record Keeping**

The principal will maintain a file of all intradistrict transfer requests. A copy will be forwarded to the district office for districtwide data collection purposes.

9/20/12 6/27/17 | PH

# Oregon School Boards Association Selected Sample Policy

Code: **JECC**  
Adopted: **Rec. NOT adopting**

## Assignment of Students to Schools\*\* (Version 21)

~~Boundary lines occasionally must be changed as growth rates change in sections of the district. A student shall be required to attend the school serving his/her place of residence. Exceptions to the policy may be granted under the following conditions:~~

- ~~1. A student changing place of residence within district boundaries during the school year may continue in the school of enrollment until the end of the current year;~~
- ~~2. A student who anticipates moving to a different school assignment area may be admitted in that school upon presentation of satisfactory evidence to the administration showing that the move will be made within the grading period during which the admission is requested;~~
- ~~3. A student whose educational interest would be better served in another school, as determined by the administration or because the student has not met or has exceeded academic content standards as provided by Oregon Revised Statute (ORS) 329.485, may be allowed to attend that school;~~
- ~~4. A student who becomes a victim of a violent criminal offense while in or on the grounds of a school the student attends, or any student attending a district school that is identified by the Oregon Department of Education (ODE) as persistently dangerous may, as required by NCLBA Every Student Succeeds Act of 2015 (ESSA), transfer to a safe district school as defined by law.~~

~~Students granted transfers will comply with the building and classroom rules of the receiving school.~~

~~In the event of an attendance change not required by NCLBA ESSA or other state law, parents shall take the responsibility of providing transportation. Students may ride buses if buses are available and have sufficient room. Students transferring schools pursuant to the provisions of NCLBA ESSA will be provided with district transportation.~~

~~END OF POLICY~~

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### Legal Reference(s):

[ORS 329.485](#)  
[ORS 332.107](#)

[OAR 581-021-0045](#)

~~No Child Left Behind Act of 2001, 20 U.S.C. §§ 6316, 7912.  
Elementary and Secondary Education Act (ESEA) Flexibility Waiver, July 18, 2012.  
Every Student Succeeds Act of 2015, 20 U.S.C. § 7912.~~

~~9/20/12~~6/27/17 | PH

# Oregon School Boards Association Selected Sample Policy

Code: **JECC**  
Adopted: **Rec. NOT adopting**

## **Assignment of Students to Schools\*\* (Version 32)**

Attendance areas are established by the Board for district schools. Students are expected to attend the school serving their place of residence unless an option to transfer to another district school has been provided by the district to meet the requirements of the ~~No Child Left Behind Act of 2001~~ **(NCLBA) Every Student Succeeds Act of 2015 (ESSA)**, state law or Board policy.

Principals are prepared to assist parents in making an informed choice when an attendance area exception is being considered. This assistance is designed to serve as an act of providing information, not an act to dissuade. Principals will ensure appropriate notice is provided to parents of their right to request a transfer of their student to a safe district school in the event the school the student is attending is identified as persistently dangerous, or the student has been a victim of a violent criminal offense in or on the grounds of the school the student attends.

The parent will be asked to fill out a basic application for district records after meeting with [the principal or designee of the school from which the student is requesting to transfer]. Applications are forwarded to the superintendent or designee for the approval of attendance area exceptions.

Students whose residence changes within the district boundaries during the regular school year may continue in the school serving the former residence until the end of the school year. Requests to continue in attendance for the following school year will be by application.

Transfer request applications are subject to availability of space, personnel and resources, except those based on identification of the student's school as persistently dangerous or the student has been a victim of a violent criminal offense. Approved applications will normally be granted for a full school year. The Board may establish other criteria from time-to-time.

The parent will be responsible for providing transportation for his/her student changing attendance areas for reasons other than those provided by law. Transportation will be the responsibility of the district for all student transfers approved pursuant to the provisions of ~~NCLBA~~ **ESSA** or state law.

All transfers are subject to annual review and renewal at the discretion of the district, unless the transfer was required by ~~NCLBA~~ **ESSA**.

END OF POLICY

**Legal Reference(s):**

[ORS 332.107](#)

[ORS 329.595](#)

[OAR 581-021-0045](#)

~~No Child Left Behind Act of 2001, 20 U.S.C. §§ 6316, 7912.~~

~~Elementary and Secondary Education Act (ESEA) Flexibility Waiver; July 18, 2012.~~

~~Every Student Succeeds Act of 2015, 20 U.S.C. § 7912.~~

~~9/20/12~~6/27/17 | PH



# Oregon School Boards Association Selected Sample Policy

Code: **JECF**  
Adopted: **Rec. NOT adopting**

## Interdistrict Transfer of Resident Students\*\*

### Interdistrict Transfer

The district offers a variety of programs and services designed to meet the individual needs of its students. Nevertheless, the Board recognizes there may be circumstances that arise in which a resident student may benefit from attendance in another public school in the state. Consequently, a student who resides within district boundaries may be released to attend school in another district that agrees to accept the student. The agreement will be by written consent of the affected school boards or designees whereby the student becomes a “resident student” of the attending district, allowing the attending district to receive State School Fund moneys. Any additional fees or tuition costs are the responsibility of the parent.

When the resident district approves the release of a resident student to another school district, the student or his/her parent(s) will be solely responsible for transportation unless federal or state law requires transportation to be provided by the district. When a resident student, who is on an individualized education plan (IEP), is accepted to another district by an interdistrict transfer, the attending district becomes responsible for a free appropriate public education (FAPE).

Additionally, an interdistrict transfer of a resident student will be permitted, as appropriate, to meet the requirements to provide a safe public school choice in the ~~No Child Left Behind Act of 2001 (NCLBA)~~ Every Student Succeeds Act of 2015 (ESSA).

The resident district may not impose any limitations on the length of time for which consent is given to the student requesting release to another district.

The resident district shall not require a student to receive consent more than one time when the student requests admission to the same receiving district, regardless of any time limitations imposed by the receiving district.

The district shall allow the student whose legal residence changes to a different district during the school year, to complete the school year in the district if the student chooses to do so.

### Open Enrollment

A student who resides within district boundaries may make a request to attend school in another district that agrees to accept the student. The agreement will be by written consent of the attending district only whereby the student becomes a “resident student” of the attending district, allowing the attending district to receive State School Funding. When the attending district approves the admission of the student, the attending district shall notify the district in which the student resides no later than May 1. The student or his/her parent(s) will be solely responsible for transportation to the attending/receiving district unless federal or state law requires transportation to be provided by the attending/receiving district. Students under the Individuals with Disabilities Education Act (IDEA) will become the primary responsibility of the attending district.

## Safe Public School Choice Transfer Requests

An interdistrict transfer<sup>1</sup> may be permitted in the event a student has been a victim of a violent criminal offense occurring in or on the grounds of a school the student attends, or the student attends a school identified as persistently dangerous and all other district schools the student may transfer to are also identified as persistently dangerous or there is no other district school to which the student may transfer. The transfer must be to a safe school.

### Homeless Student

A homeless student residing in the district and the student's parent, or in the case of an unaccompanied student, the district's liaison for homeless students, may request that the student attend his/her school of origin<sup>2</sup>, located out-of-district. The request will be considered based on the best interest of the student. The student may continue in his/her school of origin for the duration of the student's homelessness ~~when the student's family becomes homeless during or between an academic year, or for the remainder of the academic year if the student becomes permanently housed during the school year.~~ Transportation to an out-of-district school will<sup>3</sup> be provided through an interdistrict agreement in accordance with law.

The superintendent is directed to establish procedures for the review of any student request to attend school in another district.

END OF POLICY

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#### Legal Reference(s):

[ORS 109.056](#)  
[ORS 327.006](#)  
[ORS 329.485](#)  
[ORS 332.107](#)  
[ORS 335.090](#)

[ORS 339.115 to -339.133](#)  
[ORS 339.141](#)  
[ORS 339.250](#)  
[ORS 343.221](#)  
[ORS 433.267](#)

[OAR 581-021-0019](#)  
[OAR 581-022-0705](#)

Illegal Immigration and Immigration Reform Act of 1996, 8 U.S.C. §§ 1101, 1221, 1252, 1324, 1363, 1367 ~~(2006)~~.  
McKinney-Vento Homeless Education Assistance Improvements Act of 2001, Subtitle VII-B, reauthorized by Title IX-A of the Every Student Succeeds Act, 42 U.S.C. §§ 11431-11435 (200615).  
~~No Child Left Behind Act of 2001~~ Every Student Succeeds Act of 2015, 20 U.S.C. §§ 6316, 7912.  
~~Elementary and Secondary Education Act (ESEA) Flexibility Waiver, July 18, 2012.~~

10/23/146/27/17 | PH

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<sup>1</sup>Districts are encouraged, but not required, to explore other appropriate options such as an agreement with a neighboring district to accept transfer students, if there is not another school in the district in which the student legally resides for the transferring student.

<sup>2</sup>"School of origin" means the school that the student attended when permanently housed or the school in which the student was last enrolled.

When the student has completed the final grade served by the school of origin, the term "school of origin" shall include the designated receiving school at the next grade level for all feeder schools.

<sup>3</sup>McKinney-Vento Homeless Assistance Act (see 42 U.S.C. 11432(g)(1)(J)(iii)).

# Oregon School Boards Association Selected Sample Policy

Code: **JFC**  
Adopted: **Rec. Adoption**

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

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

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

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

Students in violation of Board policy, administrative regulation and/or code of conduct provisions will be subject to discipline up to and including expulsion. ~~[~~Students are subject to discipline for conduct while traveling to and from school, at the bus stop, at school-sponsored events, while at other schools in the district and while off campus, whenever such conduct causes a substantial and material disruption of the educational environment or the invasion of rights of others.~~]~~ Students may be denied participation in extracurricular activities. Titles and/or privileges available to or granted to students may also be denied and/or revoked (e.g., valedictorian, salutatorian, student body, class or club office positions, senior trip, prom, etc.). A referral to law enforcement may also be made.

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

END OF POLICY

**Legal Reference(s):**

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

[ORS 659.850](#)

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

Tinker v. Des Moines Sch. Dist., 393 U.S. 503 (1969).  
Hazelwood Sch. District v. Kuhlmeier, 484 U.S. 260 (1988).  
Bethel Sch. Dist. v. Fraser, 478 U.S. 675 (1986).  
Shorb v. Grotting and Powers Sch. Dist., Case No. 00CV-0255 (Coos County Circuit Ct.) (2000).  
Ferguson v. Phoenix Talent Sch. Dist. #4, 172 Or. App. 389 (2001).  
~~No Child Left Behind Act of 2001, 20 U.S.C. § 7912 (2006).~~  
Morse v. Frederick, 551 U.S. 393, 127 S. Ct. 2618 (2007).  
C.R. v. Eugene S.D. 4J, No. 12-1042, U.S. District Court of OR (2013).  
R4/28/166/27/17 | PH

# Oregon School Boards Association Selected Sample Policy

Code: **JFC**  
Adopted: **Rec. NOT adopting (rec. v1)**

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

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

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

[Students are subject to discipline for conduct while traveling to and from school, at the bus stop, at school-sponsored events, while at other schools in the district and while off campus whenever such conduct causes a substantial and material disruption of the educational environment or the invasion of the rights of others.]

The following forms or displays of student misconduct, including but not limited to, shall be subject to discipline, suspension or expulsion as per Oregon Revised Statute (ORS) 339.250:

1. Assault;
2. [Hazing,] [h]arassment, intimidation, bullying, [menacing, ]cyberbullying or teen dating violence [as prohibited by Board policy JFCF - [Hazing/]Harassment/Intimidation/Bullying/[Menacing/] Cyberbullying/Teen Dating Violence/Domestic Violence – Student and accompanying administrative regulation];
3. Coercion;
4. Threats of violence or harm [as prohibited by Board policy JFCM - Threats of Violence];
5. Disorderly conduct;
6. Bringing, possessing, concealing or using a weapon [as prohibited by Board policy JFCJ - Weapons in the Schools];
7. Vandalism, malicious mischief or theft [as prohibited by Board policies ECAB - Vandalism/, Malicious Mischief/ or Theft and JFCB - Care of District Property by Students,] or willful damage or destruction of private property on district premises or at district-sponsored activities;
8. Sexual harassment [as prohibited by Board policy JBA/GBN - Sexual Harassment and accompanying administrative regulation];

9. Use of tobacco, alcohol or drugs [as prohibited by Board policy(ies)] [JFCG/JFCH/JFCI - Use of Tobacco Products, Alcohol, Drugs or Inhalant Delivery System] [JFCG/KGC/GBK - Prohibited Use, Possession, Sale or Distribution of Tobacco or Inhalant Delivery System] [JFCH - Alcohol and JFCI - Substance/Drug Abuse];
10. Use or display of profane or obscene language;
11. Disruption of the school environment;
12. Open defiance of a teacher's authority, including persistent failure to comply with the lawful directions of teachers or school officials;
13. Violation of law, Board policy, administrative regulation, school or classroom rules.

The district recognizes that under the Unsafe School Choice Option of the ~~No Child Left Behind Act of 2001 (NCLBA)~~ Every Student Succeeds Act of 2015 (ESSA), a school can be deemed unsafe as a whole entity or for an individual student based on expulsions for weapons violations, violent behavior or expulsions for students arrested for the following criminal offenses occurring on district grounds, on district-sponsored transportation and/or at district-sponsored activities:

1. Assault;
2. Manufacture or delivery of a controlled substance;
3. Sexual crimes using force, threatened use of force or against incapacitated persons;
4. Arson;
5. Robbery;
6. Hate/Bias crimes;
7. Coercion; or
8. Kidnapping.

The district will record and report these infractions to the Oregon Department of Education, as required.

The district will provide the opportunity for all students in any district school identified as persistently dangerous or for any victim of a violent criminal offense occurring in or on the grounds of the school the student attends, to the extent feasible, the opportunity to transfer to a safe school within the district.

Parents, students and employees shall be notified by handbook, code of conduct or other document of acceptable behavior, behavior subject to discipline and the procedures to address behavior. These procedures will include a system of consequences designed to correct student misconduct and promote acceptable behavior.

## END OF POLICY

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### Legal Reference(s):

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

[ORS 659.850](#)

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

Tinker v. Des Moines Sch. Dist., 393 U.S. 503 (1969).  
Hazelwood Sch. District v. Kuhlmeier, 484 U.S. 260 (1988).  
Bethel Sch. Dist. v. Fraser, 478 U.S. 675 (1986).  
Shorb v. Grotting and Powers Sch. Dist., Case No. 00CV-0255 (Coos County Circuit Ct.) (2000).  
Ferguson v. Phoenix Talent Sch. Dist. #4, 172 Or. App. 389 (2001).  
~~No Child Left Behind Act of 2001, 20 U.S.C. § 7912 (2006).~~  
Every Student Succeeds Act of 2015, 20 U.S.C. § 7912 (2017).  
Morse v. Frederick, 551 U.S. 393, 127 S. Ct. 2618 (2007).  
C.R. v. Eugene S.D. 4J, No. 12-1042, U.S. District Court of OR (2013).  
R4/28/166/27/17 | PH

# Oregon School Boards Association Selected Sample Policy

Code: **JHC**  
Adopted: **Rec. Adoption**

## Student Health Services and Requirements

Although the district's primary responsibility is to educate students, the students' health and general welfare is also a major Board concern. The Board believes school programs should be conducted in a manner that protects and enhances student and employee health and is consistent with good health practices.

~~{The nurse(s) employed by the district shall be licensed to practice as a registered nurse or nurse practitioner in Oregon and will function as an integral member of the instructional staff, serving as a resource person to teachers in securing appropriate information and materials on health-related topics.}~~

The district shall provide:

1. One registered nurse or school nurse for every 125 medically fragile students;
2. One registered nurse or school nurse or one licensed practical nurse under the supervision of a registered nurse or school nurse for each nursing-dependent student; and
3. One registered nurse or school nurse for every 225 medically complex students.

The district may use the most cost effective means available to meet the above requirements.

The district shall maintain a prevention-oriented health services program which provides:

1. Pertinent health information on the students, as required by Oregon statutes or rules;
2. Health appraisal to include screening for possible vision or hearing problems ~~{and also scoliosis}~~;
3. Health counseling for students and parents, when appropriate;
4. Health care and first-aid assistance that are appropriately supervised and isolates the sick or injured child from the student body;
5. Control and prevention of communicable diseases as required by Oregon Health Authority, Public Health Division, and the county health department;
6. Assistance for students in taking prescription and/or nonprescription medication according to established district procedures;
7. Services for students who are medically fragile or have special health care needs;



8. Integration of school health services with school health education programs.

The Board directs its district health staff to coordinate with health personnel from other public agencies in matters pertaining to health instruction or the general health of students and employees.

In accordance with the requirements of the ~~No Child Left Behind Act of 2001~~ Every Student Succeeds Act of 2015 (ESSA), the district recognizes its responsibility to notify parents in advance of any nonemergency, invasive physical examination<sup>1</sup> or screening that is required as condition of attendance; administered and scheduled by the school in advance; and not necessary to protect the immediate health and safety of the student, or of other students.

Notification will be provided at least annually at the beginning of the school year or when enrolling students for the first time in school and will include the specific or approximate dates during the school year when such activities are scheduled or expected to be scheduled.

Procedures shall be developed and implemented to carry out this policy. All district employees will be apprised of their responsibilities in this area. Parents shall have the opportunity to request their students be exempt from participation in ~~[scoliosis,]~~ vision or hearing screening. The district will abide by those requests.

END OF POLICY

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**Legal Reference(s):**

[ORS 329.025](#)

[ORS 336.201](#)

[OAR 581-022-0705](#)

[OAR 581-022-1420](#)

[OAR 581-022-1440](#)

Protection of Pupil Rights, 20 U.S.C. § 1232h (20062015); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2006 2015).

Every Student Succeeds Act of 2015, 20 U.S.C. § 8548.

Family Education Rights and Privacy Act, 20 U.S.C. § 1232g.

HR9/24/096/27/17 | PH

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<sup>1</sup>The term “invasive physical examination,” as defined by law, means any medical examination that involves the exposure of private body parts, or any act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision or scoliosis screening. The term does not include any physical examination or screening that is permitted or required by state law, including physical examinations or screenings that are permitted without parental notification.

# Oregon School Boards Association Selected Sample Policy

Code: **KAB**  
Adopted: **Rec. Adoption**

## Parental Rights\*\*

The Board recognizes the importance of promoting parental input in decision making related to their student's health and general well-being; in determining district and student needs for educational services; and in program development and district operations. To assist the district in this effort, and in accordance with the ~~No Child Left Behind Act of 2001 (NCLBA)~~ Every Student Succeeds Act of 2015 (ESSA), the district affirms the right of parents, upon request, to inspect:

1. A survey created by a third party before the survey is administered or distributed by the district to a student, including any district survey containing "covered survey items"<sup>1</sup> as defined by ~~NCLBA~~ ESSA;
2. Any instructional material used by the district as part of the educational curriculum for the student;
3. Any instrument used in the collection of personal information from students for the purpose of marketing or for selling that information or otherwise providing that information to others for that purpose.

As provided by law, parents of district students will also, upon request, be permitted to excuse their student from "covered activities"<sup>2</sup> as defined by ~~NCLBA~~ ESSA. The rights provided to parents under this policy, transfer to the student when the student turns 18 years ~~old~~ of age, or is an emancipated minor under applicable state law.

The superintendent will ensure that activities requiring parental notification are provided as required by law and that reasonable notice of the adoption or continued use of this policy is provided to parents of students enrolled in district schools. The input of parents will be encouraged in the development, adoption and any subsequent revision of this policy.

The superintendent shall develop administrative regulations to implement this policy, including provisions as may be necessary to ensure appropriate notification to parents of their rights under federal law and

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<sup>1</sup>"Covered survey items" under ~~NCLBA~~ ESSA include one or more of the following items: political affiliations or beliefs of the student or the student's family; mental and psychological problems of the student or the student's family; sex behavior or attitudes; illegal, antisocial, self-incriminating or demeaning behavior; critical appraisals of other individuals with whom respondents have close family relationships; legally recognized privileged or analogous relationships, such as those of lawyers, physicians and ministers; religious practices, affiliations or beliefs of the student or the student's parent; and income, other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such a program.

<sup>2</sup>"Covered activities" requiring notification under ~~NCLBA~~ ESSA include activities involving the collection, disclosure or use of personal information collected from students for the purpose of marketing or for selling that information or otherwise providing that information to others for that purpose; the administration of any survey containing one or more of covered survey items; and any nonemergency, invasive physical examination or screening that is required as a condition of attendance and administered and scheduled by the school in advance. See the administrative regulation for additional definitions.

district procedures to request review of covered materials, excuse a student from participating in covered activities and protect student privacy in the event of administration or distribution of a survey to a student.

END OF POLICY

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**Legal Reference(s):**

[ORS 332.107](#)

Every Student Succeeds Act of 2015, 20 U.S.C. § 7928 (2015).

Protection of Pupil Rights, 20 U.S.C. § 1232h (2006 2015); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2006 2015).

Family Education Rights and Privacy Act, 20 U.S.C. § 1232g (2010).

R5/25/056/27/17 | PDPH

# Oregon School Boards Association Selected Sample Policy

Code: **KAB-AR**  
Revised/Reviewed: **Rec. Adoption**

## Parental Rights\*\*

The following definitions and procedures will be used to implement the parental rights requirements of the ~~No Child Left Behind Act (NCLBA)~~ Every Student Succeeds Act of 2015 (ESSA):

### Definitions

1. “Survey,” as defined by federal law and as used in Board policy and this regulation, includes an evaluation. It does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (IDEA);
2. “Covered survey items” means one or more of the following items: political affiliations or beliefs of the student or the student’s family; mental and psychological problems of the student or the student’s family; sex behavior or attitudes; illegal, antisocial, self-incriminating or demeaning behavior; critical appraisals of other individuals with whom respondents have close family relationships; legally recognized privileged or analogous relationships, such as those of lawyers, physicians and ministers; religious practices, affiliations or beliefs of the student or the student’s parent; and income, other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such a program;
3. “Covered activities” requiring notification under ~~NCLBA~~ ESSA means those activities involving the collection, disclosure or use of personal information collected from students for the purpose of marketing or for selling that information or otherwise providing that information to others for that purpose; the administration of any survey containing one or more covered survey items; and any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered and scheduled by the school in advance and not necessary to protect the immediate health and safety of the student, or of other students. This provision does not apply to physical examinations or screenings that are permitted or required by law, including physical examinations or screenings permitted without parental notification;
4. “Third parties” include, but are not limited to, school volunteers, parents, school visitors, service contractors or others engaged in district business, such as employees of businesses or organizations participating in cooperative work programs with the district and others not directly subject to district control;
5. “Instructional material” means instructional content that is provided to a student, regardless of its format, including printed or representational materials, audiovisual materials and materials in electronic or digital formats (such as materials accessible through the Internet). The term does not include academic tests or academic assessments;

6. “Personal information” means individually identifiable information including a student or parent’s first and last name; a home or other physical address (including street name and the name of the city or town); telephone number; or a social security identification number;
7. “Invasive physical examination” means any medical examination that involves the exposure of private body parts, or any act during such examination that includes incision, insertion or injection into the body. It does not include a hearing, vision or scoliosis screening and does not apply to any physical examination or screening that is permitted or required by an applicable state law, including physical examinations or screenings that are permitted without parental notification.

### **Requests to Inspect Materials**

Parents may inspect surveys, instructional materials or instruments used to collect personal student information for marketing purposes before such items are administered or distributed by a school to a student as follows:

1. Requests may be directed to the school office by phone or in person;
2. Requests must be received by the district no later than ~~five~~ working days following receipt of notification by the district of its intent to administer or distribute such items;
3. Materials may be reviewed at the school office or mailed by the district;
4. Requests to mail materials must be accompanied by a self-addressed, stamped envelope.

### **Requests to Excuse Student from Covered Activities**

A parent may request that his/her student be excused from participation in any of the following covered activities:

1. The collection, disclosure or use of personal information collected from students for the purpose of marketing or selling that information to others;
2. Any district or third party survey;
3. The administration of nonemergency, invasive physical examinations or screenings.

All such requests must be:

1. Directed to the principal in writing;
2. Received by the district no later than ~~five~~ working days following receipt of notification by the district of its intent to administer or distribute such items.

## **Student Privacy**

The district recognizes its responsibility to protect student privacy in the event of administration or distribution of a survey to a student containing one or more covered survey items.

A student's personal information that may be collected as a result of such surveys will be released only with prior, written parental permission. The district will use reasonable methods to identify and authenticate the identity of the parents, students, school officials, and any other parties to whom the district discloses personally identifiable information from educational records.

## **Notification**

Each principal shall be responsible for ensuring appropriate notification to parents of their rights under federal law, Board policy and this regulation. Accordingly, notification will:

1. Be made at least annually at the beginning of the school year or at other times during the school year when enrolling students for the first time in school;
2. Include the specific or approximate dates during the school year when covered activities are scheduled or expected to be scheduled.

R2/26/096/27/17 | MSPH

# Oregon School Boards Association Selected Sample Policy

Code: **KI**  
Adopted: **Rec. Adoption**

## Public Solicitation in District Facilities (Version 1)

Students and staff are to be protected from intrusions by announcements, posters, bulletins and communications of any kind from individuals and organizations not directly connected with the schools.

Fund raising by non-school agencies or for non-school activities during school hours will not be permitted without prior approval of the superintendent and/or principal.

Demonstrations of services or materials and canvassing of students or employees for the purpose of selling products or services shall not be permitted in either the district's schools or grounds, unless authorized by the superintendent and/or principal.

No non-school-sponsored organization or individual may solicit funds or sell tickets within the district without first securing permission through the superintendent and/or principal.

Whenever possible, solicitation should occur during non-classroom time.

The solicitation and sale of travel services to students ~~is prohibited~~ may be permitted with approval of the ~~superintendent~~ ~~Board~~ on district property, at activities under the jurisdiction of the district and at interscholastic activities administered by a voluntary organization ~~approved by the State Board of Education (i.e., Oregon School Activities Association).~~

This includes sale of services to students by any person or group that sells, provides, furnishes, contracts for, arranges or advertises travel services.

~~Sellers of travel services must meet the following district criteria:~~

- ~~1. — Belong to an association of sellers of travel certified by the director of the Department of Consumer and Business Services;~~
- ~~2. — Provide proof of errors and omissions insurance;~~
- ~~3. — Provide proof of a client trust account or performance bond~~
- ~~4. — Submit references~~
- ~~5. — Include in all information provided to students and parents that drug, alcohol and tobacco use will be prohibited~~
- ~~6. — Include in all information provided to students and parents a statement that the activity is a non-school sponsored event;~~
- ~~7.~~

~~Other.]~~

The administration of surveys, questionnaires and requests for information by non-school-connected organizations are disallowed. Exceptions may be approved by the superintendent. In the event an exception is granted for the administration or distribution of a survey created by a third party, the district will provide an opportunity for the student's parent to inspect such survey upon request, before the survey is administered or distributed by a school to a student, as required by the ~~No Child Left Behind Act of 2001 (NCLBA)~~ Every Student Succeeds Act of 2015 (ESSA). Any district survey containing any "covered survey items"<sup>1</sup> as defined by ~~NCLBA-ESSA~~, may also be inspected by parents.

Parents may also request that their student be excused from participation in such surveys. Requests may be submitted in accordance with the provisions of Board policy KAB - Parental Rights and accompanying administrative regulation.

As required by law, the superintendent shall ensure that notification is provided to parents of students at least annually at the beginning of the school year or when enrolling students for the first time in school, of the specific or approximate dates during the school year when such surveys are scheduled or expected to be scheduled. The rights provided to parents under this policy transfer to the student when the student turns 18 years of age or is an emancipated minor under applicable state law.

The district recognizes its responsibility to protect student privacy. Personal information that may be collected as a result of such surveys will be released only with prior, written parental permission, unless as otherwise provided by ~~NCLBA~~ ESSA and/or the provisions of Board policy JOB - Personally Identifiable Information.

END OF POLICY

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**Legal Reference(s):**

~~ORS 332.593~~ [ORS 332.107](#)

[ORS 339.880](#)

32 OR. ATTY. GEN. OP. 209 (1965)

46 OR. ATTY. GEN. OP 239 (1989)

Protection of Pupil Rights, 20 U.S.C. § 1232h (20062015); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (20062015).

Every Student Succeeds Act of 2015, 20 U.S.C. § 7928 (2015).

Family Education Rights and Privacy Act, 20 U.S.C. § 1232g (2010).

R5/01/036/27/17 | NCPH

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<sup>1</sup> "Covered survey items" under the ~~NCLB~~ ESSA include one or more of the following items: political affiliations or beliefs of the student or the student's family; mental and psychological problems of the student or the student's family; sex behavior or attitudes; illegal, anti-social, self-incriminating or demeaning behavior; critical appraisals of other individuals with whom respondents have close family relationships; legally recognized privileged or analogous relationships, such as those of lawyers, physicians and ministers; religious practices, affiliations or beliefs of the student or the student's parent; and income, other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such a program.



# Oregon School Boards Association Selected Sample Policy

Code: **KI**  
Adopted:

## **Public Solicitation in District Facilities** (Version 2)

Fund raising by nonschool agencies or for nonschool activities during school hours will not be permitted without prior approval of the superintendent and/or principal.

Demonstrations of services or materials and canvassing of students or employees for the purpose of selling products or services shall not be permitted in either the district's schools or grounds, unless authorized by the superintendent and/or principal.

No nonschool-sponsored organization or individual may solicit funds or sell tickets within the district without first securing permission through the superintendent and/or principal.

Whenever possible, solicitation should occur during nonclassroom time.

The solicitation and sale of travel services to students [is prohibited] [may be permitted with approval of the [superintendent] [Board]] on district property, at activities under the jurisdiction of the district and at interscholastic activities administered by a voluntary organization approved by the State Board of Education (i.e., Oregon School Activities Association).

This includes sale of services to students by any person or group that sells, provides, furnishes, contracts for, arranges or advertises travel services.

[Sellers of travel services must meet the following district criteria:

1. Belong to an association of sellers of travel certified by the director of the Department of Consumer and Business Services;
2. Provide proof of errors and omissions insurance;
3. Provide proof of a client trust account or performance bond;
4. Submit references;
5. Include in all information provided to students and parents that drug, alcohol and tobacco use will be prohibited;

6. Include in all information provided to students and parents a statement that the activity is a non-school-sponsored event;
7. Other.]

END OF POLICY

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**Legal Reference(s):**

[ORS 332.593](#)

[ORS 339.880](#)

32 OR. ATTY. GEN. OP. 209 (1965)

46 OR. ATTY. GEN. OP. 239 (1989)

R2/19/02 | NC

Corrected 6/27/17

DELETED

# Oregon School Boards Association Selected Sample Policy

Code: **LBE**  
Adopted: **Rec. Adoption**

## **Public Charter Schools\*\***

The district recognizes that public charter schools offer an opportunity to create new, innovative and more flexible ways of educating students in an atmosphere of learning experiences based on current research and development. Public charter schools shall demonstrate a commitment to the mission and diversity of public education while adhering to one or more of the following goals:

1. Increase student learning and achievement;
2. Increase choices of learning opportunities for students;
3. Better meet individual student academic needs and interests;
4. Build stronger working relationships among educators, parents and other community members;
5. Encourage the use of different and innovative learning methods;
6. Provide opportunities in small learning environments for flexibility and innovation;
7. Create new professional opportunities for teachers;
8. Establish additional forms of accountability for schools; and
9. Create innovative measurement tools.

Public charter schools may be established as a new public school, from an existing public school or a portion of the school or from an existing alternative education program. A public charter school may not convert an existing tuition-based private school into a charter school, affiliate itself with a nonsectarian school or religious institution or encompass all the schools in the district unless the district is composed of only one school.

The Board will not approve any public charter school proposal when it is deemed that its value is outweighed by any direct identifiable, significant and adverse impact on the quality of the public education of students residing in the district. To meet the eligibility criteria for Board approval, a public charter school proposal must meet the requirements of Oregon Revised Statutes, Oregon Administrative Rules, Board policy and regulation. Upon request of the Board, the public charter school applicant must furnish in a timely manner any other information the Board deems relevant and necessary to conduct a complete and good faith evaluation of the public charter school proposal.

The district will determine if it has any unused or underutilized buildings. Buildings may be made available for public charter school use, subject to Board approval. Approved use may be limited to instructional purposes only. Appropriate-use fees will be determined by the Board. Public charter school use outside the district's instructional day will be subject to Board policy KG - Community Use of District Facilities and accompanying administrative regulation.

~~{Public charter school students may, upon request, be allowed to participate in district programs such as physical education, instrumental and vocal music offerings or other selected options if space and materials are available. Students must adhere to state law, Board policies, regulations and rules concerning conduct and discipline.}~~ ~~{Public charter school students shall not be permitted to participate in district curricular programs.}~~

The district ~~{will}~~ ~~{will not}~~ provide instructional materials, lesson plans or curriculum guides for use in a public charter school.

The public charter school employer will be determined with each proposal. If the Board is the employer, the terms of the current collective bargaining agreement will be examined to determine which parts of the agreement apply. If the Board is not the sponsor of the public charter school, it shall not be the employer and will not collectively bargain with public charter school employees.

The district will ~~{annually {by October 1}}~~ ~~{semiannually {by October 1 and April 1}}~~ ~~{by {December 1}}~~<sup>1</sup>, calculate the number of students residing in the district who are enrolled in a virtual public charter school. When the percentage is more than three percent, the district may choose to not approve additional students for enrollment to a virtual public charter school, subject to the requirements in 581-026-0305(2).

The district is only required to use data that is reasonably available to the district including but not limited to the following for such calculation:

1. The number of students residing in the district enrolled in the schools within the district;
2. The number of students residing in the district enrolled in public charter schools located in the district;
3. The number of students residing in the district enrolled in virtual public charter schools;
4. The number of home-schooled students who reside in the district and who have registered with the educational service district; and
5. The number of students who reside in the district enrolled in private schools located within the school district.

A parent may appeal a decision of a school district to not approve a student for enrollment to a virtual public charter school to the State Board of Education.

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<sup>1</sup>[Per OAR 581-026-0305(7)(a) the district must choose annual, semi-annual or other date used for calculation; dates are provided as a recommendation only.]

The superintendent will develop administrative regulations for public charter schools to include the proposal process, review and appeal procedure and charter agreement provisions.

END OF POLICY

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**Legal Reference(s):**

[ORS 327.077](#)

[ORS 327.109](#)

[ORS 332.107](#)

[ORS Chapter 338](#)

[ORS 339.141](#)

[ORS 339.147](#)

[OAR 581-026-0005 to -0515](#)

~~No Child Left Behind Act of 2001~~ Every Student Succeeds Act of 2015, 20 U.S.C. §§ 6311-6322 (2006~~2015~~).  
HR10/23/146/27/17 | PH

# Oregon School Boards Association Selected Sample Policy

Code: **LBE-AR**  
Revised/Reviewed: **Rec. Adoption**

## Public Charter Schools

### 1. Definitions

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

### 2. Proposal Process

- a. The public charter school applicant shall submit the proposal to the district no later ~~than 180 days prior to the proposed starting date~~ ~~[by the date determined by the district]~~ ~~[March 31]~~<sup>1</sup>.

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<sup>1</sup>The date shall be at least 180 days prior to the date that the public charter school would begin operating and give a reasonable period of time for the school district board to complete the approval process and the public charter school to begin operating by the beginning of the school year.

- b. To be considered complete, the proposal for a public charter school shall include the following:
- (1) The identification of the applicant;
  - (2) The name of the proposed public charter school;
  - (3) A description of the philosophy and mission of the public charter school [and how it differs from the district's current program and philosophy];
  - (4) A description of any distinctive learning or teaching techniques to be used;
  - (5) A description of the curriculum of the public charter school;
  - (6) A description of the expected results of the curriculum and the verified methods of measuring and reporting results that will allow comparisons with district schools;
  - (7) The governance structure {public charter school board membership, selection, duties and responsibilities};
  - (8) The projected enrollment including the ages or grades to be served;
  - (9) The target population of students the public charter school is designed to serve;
  - (10) The legal address, facilities and physical location of the public charter school {and applicable occupancy permits and health and safety approvals};
  - (11) A description of admission policies and application procedures;
  - (12) The statutes and rules that shall apply to the public charter school;
  - (13) The proposed budget and financial plan including evidence that the proposed budget and financial plan are financially sound;
  - (14) A financial management system that includes:
    - (a) A description of a financial management system for the public charter school. The financial management system must include a budget and accounting system that:
      - (i) Is compatible with the budget and accounting system of the sponsor of the school; and
      - (ii) Complies with the requirements of the uniform budget and accounting system adopted by the State Board of Education under Oregon Administrative Rule (OAR) 581-023-0035.
    - (b) A plan for having the financial management system in place at the time the school begins operating.
  - (15) The standards for behavior and the procedures for the discipline, suspension or expulsion of students;
  - (16) The proposed school calendar, including the length of the school day and length of the school year;
  - (17) A description of the proposed school staff and required qualifications of teachers [including a breakdown of professional staff who hold a valid teaching license issued by the Teacher Standards and Practices Commission (TSPC) and those who do not hold a license but are registered with the TSPC] (At least one-half of the full-time equivalent teaching and administrative staff of the public charter school shall be licensed.);
  - (18) The date upon which the public charter school would begin operating;
  - (19) The arrangements for any necessary special education and related services for students with disabilities who qualify under the Individuals with Disabilities Education Act (IDEA) and special education or regular education and related services for students who qualify under Section 504 of the Rehabilitation Act of 1973 who may attend the public charter school;

- (20) Information on the manner in which community groups may be involved in the planning and development process of the public charter school;
- (21) The term of the charter;
- (22) The plan for performance bonding or insuring the public charter school, including buildings and liabilities;
- (23) A proposed plan for the placement of public charter school teachers, other employees and students upon termination or nonrenewal of a charter;
- (24) The manner in which the public charter school program review and fiscal audit will be conducted;
- (25) In the case of a district school's conversion to charter status, the following additional criteria must be addressed:
  - (a) The alternate arrangements for students who choose not to attend the public charter school and for teachers and other school employees who choose not to participate in the public charter school;
  - (b) The relationship that will exist between the public charter school and its employees including terms and conditions of employment.
- (26) The district will not complete the review required under ORS 338.055 of an application that does not contain the required components listed in ORS 338.045 (2)(a)-(y). A good faith determination of incompleteness is not a denial for purposes of requesting state board review under ORS 338.075;
- (27) In addition to the minimum requirements enumerated in ORS 338.045 (2)(a)-(y), the district, under ORS 338.045 (3), may require the applicant to submit any of the following information as necessary to add detail or clarity to the minimum requirements or that the Board considers relevant to the formation or operation of the public charter school:
  - (a) Curriculum, Instruction and Assessment
    - (i) [Description of a curriculum for each grade of students, which demonstrates in detail alignment with Oregon's academic content standards;
    - (ii) Description of instructional goals in relationship to Oregon's academic content standards and benchmarks;
    - (iii) A planned course statement for courses taught in the program, including related content standards, course criteria, assessment practices and state required work samples that will be collected;
    - (iv) Documentation that reflects consideration of credits for public charter school course work a student may perform at any other public school;
    - (v) Explanation of grading practices for all classes and how student performance is documented;
    - (vi) Explanation of how the proposed academic program will be aligned with that of the district. (If an applicant is proposing an elementary level public charter school, please describe how the curriculum is aligned at each grade level with the district's curriculum, including an explanation of how a student in the public charter school will be adequately prepared to re-enter the district's public school system after completing the charter school's program.);
    - (vii) Description of the student assessment system, including how student academic progress will be measured at each grade level and any specific assessment instruments that will be used;



- (viii) Description of the plan for reporting student progress to parents, students and the community;
- (ix) Description of policies and procedures regarding diplomas and graduation;
- (x) Description of policies and practices for meeting the needs of students who are not successful in the regular program;
- (xi) Identification of primary instructional materials by publisher, copyright date, version and edition for each academic content area in each grade;
- (xii) Identification of major supplementary material in core academic content areas and the criteria for use with students;
- (xiii) Description of how the public charter school will meet the unique learning needs of students working above and below grade level, including but not limited to, talented and gifted students;
- (xiv) Description of how the public charter school staff will identify and address students' rates and levels of learning;
- (xv) Description of strategies the public charter school staff will use to create a climate conducive to learning and positive student engagement;
- (xvi) Documentation that demonstrates improvements in student academic performance over time (both individual and program/grade level) from any private alternative school operated by the public charter school applicant, if applicable;
- (xvii) Description of how teachers will utilize current student knowledge and skills to assist in the design of appropriate instruction;
- (xviii) Identification of how the public charter school will provide access to national assessments such as PSAT, SAT and ACT, if applicable;
- (xix) Description of parental involvement, content of planned meetings and how the school will adjust any meeting to meet the needs of working parents;
- (xx) Description of distance learning options available to students, including the grade levels and amount of instruction offered to students, if applicable.]

(b) State and Federal Mandates/Special Education

- (i) Description of how the public charter school will meet any and all requirements of ~~No Child Left Behind~~ Every Student Succeeds Act of 2015 (ESSA), which also specifically addresses adequate yearly progress (AYP) and the safe schools aspects of the law;
- (ii) Description of how the public charter school will collect AYP information on all subgroup populations in the school;
- (iii) Description of specific program information regarding curriculum and how specially designed instruction is delivered for special education students. (Include methodologies, data collection systems and service delivery models used.);
- (iv) Description of how the public charter school will serve the needs of talented and gifted students, including screening, identification and services;
- (v) Description of how the public charter school will deliver services and instruction to English Language Learners (ELL), including descriptions of curriculum, methodology and program accommodations;
- (vi) Description of how the public charter school will work with the district to comply with Section 504 accessibility requirements and nondiscrimination requirements in admissions and staff hiring;
- (vii) Explanation of how the public charter school will work with the district to implement Child Find requirements;

- (viii) Explanation of how the public charter school will work with the district to manage IDEA 2004 mandates regarding eligibility, individualized education program (IEP) and placement meetings;
  - (ix) Explanation of how the public charter school will work with the district in which the public charter school is located to implement accommodations and modifications contained in the IEP or Section 504 plan;
  - (x) Explanation of how the public charter school will work with the district to include parents in implementing IEPs;
  - (xi) Explanation of how the public charter school intends to work with the district in which the public charter school is located to provide special education services for eligible students.†
- (c) Teacher Certification
- (i) †Identification regarding the training and/or certification of staff, including areas of industry training, endorsements and the TSPC licensure;
  - ~~(ii) Explanation of how the public charter school will meet the federal mandate of “highly qualified” teachers contained in No Child Left Behind;~~
  - ~~(iii) Identification of which teachers are Oregon Proficiency Based Admission Standards System (PASS) trained by content areas and year of training or re-training, if applicable;~~
  - (iv) Explanation of how the public charter school will comply with the TSPC requirements for all staff, including all TSPC Oregon Administrative Rules pertaining to its staff.†
- (d) Professional Development
- (i) †Provide the public charter school’s plan for comprehensive professional development for all staff;
  - (ii) Identification of how the public charter school’s licensed staff will obtain their required Continuing Professional Development units for licensure renewal.†
- (e) Budget
- (i) †Explanation of projected budget item for the Public Employees Retirement System (PERS) contributions **or comparable program agreed upon by the district** that would be required of the public charter school;
  - (ii) Description of planned computer and technology support;
  - (iii) Description of planned transportation costs, if applicable;
  - (iv) Explanation of projected budget items for teaching salaries and other personnel contracts;
  - (v) Explanation on facilities costs, including utilities, repairs, and rent;
  - (vi) Copies of municipal audits for any other public charter school operated by the public charter school applicant, if applicable.†
- (f) Policy
- †Copies of any policy that the public charter school intends to adopt:

- (i) Which address expectations of academic standards for students and transcribing of credits;
- (ii) On student behavior, classroom management, suspensions and expulsions, which must contain an explanation of how the charter school will handle a student expelled from another district for reasons other than a weapons violation;
- (iii) Regarding corporal punishment including descriptions;
- (iv) Regarding dispensing of medication to students who are in need of regular medication during school hours;
- (v) Regarding reviewing and selecting instructional materials;
- (vi) Regarding solicitation/advertising/fundraising by nonschool groups;
- (vii) Regarding field trips;
- (viii) Regarding student promotion and retention;
- (ix) Regarding student publications;
- (x) Regarding staff/student vehicle parking and use;
- (xi) Regarding diplomas and graduation, and also participation in graduation exercises;
- (xii) Regarding student/parent/public complaints;
- (xiii) Regarding visitors;
- (xiv) Regarding staff discipline, suspension or dismissal.†

(g) Other Information

- (i) [Plans for use of any unique district facilities including, but not limited to, gymnasiums, auditoriums, athletic fields, libraries, cafeterias, computer labs and music facilities;
- (ii) Plans for child nutrition program(s);
- (iii) Plans for student participation in extracurricular activities pursuant to Oregon School Activities Association and Board policy, regulations and rules;
- (iv) Plans for counseling services;
- (v) Explanation of contingency plans for the hiring of substitute professional and classified staff;
- (vi) Description of how the public charter school will address the rights and responsibilities of students;
- (vii) Description of how the public charter school will handle situations involving student, possession, use or distribution of illegal drugs, weapons, flammable devices and other items that may be used to injure others;
- (viii) Description of procedures on how the public charter school will handle disciplinary referrals and how they will impact student promotion and advancement;
- (ix) Copies of program reviews conducted by other school districts that may have referred students to another public charter school operated by the public charter school applicant, if applicable;
- (x) Description of the typical school day for a student, including a master schedule, related activities, breaks and extracurricular options;
- (xi) Description of how student membership will be calculated, including a description of the type of instruction and location of instruction that contributes to ADM;
- (xii) Documentation and description of how long most students remain in the program, and documentation of student improvement in academic

- performance, disciplinary referrals, juvenile interventions or any other disciplinary action while in the program;
- (xiii) Explanation of the legal relationship between the public charter school and any other public charter school, if applicable. (Please provide any contracts or legal documents that will create the basis of the relationship between the entities. Please also provide all financial audits and auditor's reports.);
  - (xiv) If a public charter school applicant is operating any other public charter school, documentation that the public charter school applicant has established a separate Oregon nonprofit corporation, legally independent of any other public charter school in operation;
  - (xv) If a public charter school applicant has not secured a facility at the time of submitting a public charter school proposal, a written and signed declaration of intent that states:

If given any type of approval (conditional or unconditional), the public charter school applicant promises to provide to the school district liaison, at least [sixty (60)] days before the intended date to begin operation of the public charter school, proof that it will be able to secure, at least [thirty (30)] days before the intended date to begin operation of the public charter school, a suitable facility, occupancy and safety permits and insurance policies with minimum coverages required by the school district in school board policy and administrative regulation LBE that sets forth the requirements and process for the school board in reviewing, evaluating and approving a public charter school.

If the public charter school applicant fails to provide proof of an ability to secure a facility and all necessary occupancy and safety permits and insurance that is required by the school district as a condition of approval by the due date, it will withdraw its application to begin operation of a public charter school for the upcoming school year.

By signing this document, I affirm that I am authorized to make the promises stated above on behalf of the public charter school applicant. I understand that failure to fulfill the conditions listed above will result in an approval becoming void, and will automatically revoke any type of approval that the school board previously granted to the public charter school applicant.

---

Name	Date
On behalf of the [ADD APPLICANT'S NAME]	

The public charter school applicant will organize and label all information required in section 27 to correspond to the requested numbers.

- (28) Each member of the proposed public charter school's governing body must provide an acknowledgment of understanding of the standards of conduct and the liabilities of a director of a nonprofit organization in ORS 65.

### 3. Proposal Review Process

- a. ~~{~~The superintendent may appoint an advisory committee to review public charter school proposals and submit a recommendation to the Board. The committee will consist of district representatives, community members and others as deemed appropriate.~~}~~
- b. Within 30 business days of receipt of a proposal, the district will notify the applicant as to the completeness of the proposal and identify the specific elements of the proposal that are not complete. The district shall provide the applicant with a reasonable opportunity to complete the proposal.
- c. Within 60 days after the receipt of a completed proposal that meets the requirements of law and the district, the Board shall hold a public hearing on the provisions of the public charter school proposal.
- d. The Board must evaluate a proposal in good faith using the following criteria:
  - (1) The demonstrated sustainable support for the proposal by teachers, parents, students and other community members, including comments received at the public hearing;
  - (2) The demonstrated financial stability of the proposed public charter school including the demonstrated ability of the school to have a sound financial management system that:
    - (a) Is in place at the time the school begins operating;
    - (b) Is compatible with the budget and accounting system of the sponsor of the school; and
    - (c) Complies with the requirements of the uniform budget and accounting system adopted by the State Board of Education under OAR 581-023-0035.
  - (3) The capability of the applicant in terms of support and planning to provide comprehensive instructional programs;
  - (4) The capability of the applicant in terms of support and planning to provide comprehensive instructional programs to students identified by the applicant as academically low achieving;
  - (5) The adequacy of the information provided as required in the proposal criteria;
  - (6) Whether the value of the public charter school is outweighed by any directly identifiable, significant and adverse impact on the quality of the public education of students residing in the district~~{-H:}~~

~~{~~A “directly identifiable, significant and adverse impact” is defined as an adverse loss or reduction in staff, student, program or funds that may reduce the quality of existing district educational programs. This may include, but not be limited to, the following current data as compared to similar data from preceding years:

    - (a) Student enrollment;
    - (b) Student teacher ratio;
    - (c) Staffing with appropriately licensed or endorsed personnel;
    - (d) Student learning and performance;
    - (e) Specialty programs or activities such as music, physical education, foreign language, talented and gifted and English as a second language;
    - (f) Revenue;
    - (g) Expenditure for maintenance and upkeep of district facilities.~~}~~
  - (7) Whether there are arrangements for any necessary special education and related services;

- (8) Whether there are alternative arrangements for students, teachers and other school employees who choose not to attend or be employed by the public charter school if the public charter school is converting an existing district school;
- (9) The prior history, if any, of the applicant in operating a public charter school or in providing educational services.
- e. The Board must either approve or deny the proposal within 30 days of the public hearing.
- f. Written notice of the Board's action shall be sent to the applicant. If denied, the notice must include the reasons for the denial with suggested remedial measures. The applicant may then resubmit the proposal. The Board must either approve or deny the resubmitted proposal within 30 days. The Board may, with good cause, request an extension in the approval process timelines from the State Board of Education.

#### 4. Terms of the Charter Agreement

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

- (v) The public charter school governing body shall control the selection of employees at the public charter school;
  - (vi) The Board shall grant a leave of absence to any employee who chooses to work in the public charter school. The length and terms of the leave of absence shall be set by collective bargaining agreement or by Board policy; however, the length of leave of absence may not be less than two years unless:
    - 1) The charter of the public school is terminated or the public charter school is dissolved or closed during the leave of absence; or
    - 2) The employee and the Board have mutually agreed to a different length of time.
  - (vii) An employee of a public charter school operating within the district who is granted a leave of absence and returns to employment with the district shall retain seniority and benefits as an employee, pursuant to the terms of the leave of absence.
- (b) The terms and conditions of employment addressed in the agreement may include, but not limited to, the following provisions:
- (i) A proposed plan for the placement of teachers and other school employees upon termination or nonrenewal of the charter;
  - (ii) Arrangements for employees who choose not to be employed or participate in the public charter school, if a district school has been converted to a public charter school;
  - (iii) ~~{Salary for professional staff or wages for classified staff;}~~
  - (iv) ~~{Health benefits;}~~
  - (v) ~~{Leaves, including timing, commencement and duration of leave; voluntary and involuntary termination and return to work; whether the leave is paid or unpaid; and a description of benefits upon termination of leave (i.e., same, similar or available position and salary schedule placement);}~~
  - (vi) ~~{Work year;}~~
  - (vii) ~~{Working hours;}~~
  - (viii) ~~{Discipline and dismissal procedures;}~~
  - (ix) ~~{Arrangements to secure substitutes;}~~
  - (x) ~~{Arrangements to ensure that 50 percent of the total full-time equivalent teaching and administrative staff are licensed;}~~
  - (xi) ~~{Hiring practices;}~~
  - (xii) ~~{Evaluation procedures.}~~
- (11) Student enrollment, application procedures and whether the public charter school will admit nonresident students and on what basis:
- (a) Public charter school law requires the following:
    - (i) Student enrollment shall be voluntary. If the number of applicants exceeds the capacity, students shall be selected through a lottery process. An equitable lottery may incorporate a weighted lottery for historically underserved students. ~~{All resident applicants will have their names written on a uniform-sized card to be placed in a covered container. Names will be~~



drawn individually until all available slots are filled. If slots remain after resident applicants are placed, the remaining slots may be filled by nonresident applicants using an identical process. The drawing shall be made in the presence of at least two employees of the public charter school and two employees of the district.<sup>2</sup> If the public charter school has been in operation one or more years, priority enrollment will be given to those students who:

- 1) Were enrolled in the public charter school the prior year;
- 2) Have siblings who are presently enrolled in the public charter school and who were enrolled the prior year;
- 3) ~~{<sup>2</sup>} [Only when the public charter school is party to a cooperative agreement for the purpose of forming a partnership to provide educational services, reside in:~~
  - a) ~~The public charter school's sponsoring district; or~~
  - b) ~~A district which is a party to the cooperative agreement.]~~

~~—[OR]~~

- 3) ~~{<sup>2</sup>} [Reside in the public charter school's sponsoring district or a district which is a party to a cooperative agreement with the sponsoring district.]~~
- (ii) A public charter school may not limit student admission based on ethnicity, national origin, race, religion, disability, sex, sexual orientation, income level, proficiency in the English language or athletic ability but may limit admission within a given age group or grade level and may implement a weighted lottery for historically underserved students. Historically underserved students are at risk because of any combination of two or more factors including their race, ethnicity, English language proficiency, socioeconomic status, gender, sexual orientation, disability and geographic location.

(12) Transportation of students:

- (a) Public charter school law requires the following:
  - (i) The public charter school shall be responsible for providing transportation for its students and may negotiate with the district for the provision of transportation services;
  - (ii) The district shall provide transportation for public charter school students pursuant to ORS 327.043. Resident public charter school students will be transported under the same conditions as students attending private or parochial schools located along or near established district bus routes. The district shall not be required to add or extend existing bus routes;
  - (iii) Public charter school students who reside outside the district may use existing bus routes and transportation services of the district in which the public charter school is located;

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



- (iv) Any transportation costs incurred by the district shall be considered approved transportation costs.
- (13) The plan for performance bonding or insuring the public charter school sufficient to protect the district. Documentation shall be submitted prior to agreement approval.
- (a) [Insurance<sup>3</sup>:
    - (i) Commercial General Liability Insurance in an amount of not less than \$1,000,000 combined single limit per occurrence/\$3,000,000 annual aggregate covering the public charter school, the governing board, employees and volunteers against liability for damages because of personal injury, bodily injury, death or damage to property including the loss of use thereof. Coverage to include, but not limited to, contractual liability, advertisers' liability, employee benefits liability, professional liability and teachers' liability;
    - (ii) Liability Insurance for Directors and Officers in an amount not less than \$1,000,000 each loss/\$3,000,000 annual aggregate covering the public charter school, the governing board, employees and volunteers against liability arising out of wrongful acts and employment practices. Continuous "claims made" coverage will be acceptable, provided the retroactive date is on the effective date of the charter;
    - (iii) Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit covering the public charter school, the governing board, employees and volunteers against liability for damages because of bodily injury, death or damage to property, including the loss of use thereof arising out of the ownership, operation, maintenance or use of any automobile. The policy will include underinsured and uninsured motorist vehicle coverage at the limits equal to bodily injury limits;
    - (iv) Workers' Compensation Insurance shall also be maintained pursuant to Oregon laws (ORS Chapter 656). Employers' liability insurance with limits of \$100,000 each accident, \$100,000 disease each employee and \$500,000 each policy limit;
    - (v) Honesty Bond to cover all employees and volunteers. Limits to be determined by the governing board, but no less than \$25,000. Coverage shall include faithful performance and loss of moneys and securities;
    - (vi) Property Insurance shall be required on all owned or leased buildings or equipment. The insurance shall be written to cover the full replacement cost of the building and/or equipment on an "all risk of direct physical loss basis," including earthquake and flood perils.
  - (b) Additional requirements:
    - (i) The district shall be an additional insured on commercial general and automobile liability insurance. The policies shall provide for a 90-day written notice of cancellation or material change. A certificate evidencing all of the above insurance shall be furnished to the district;

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<sup>3</sup>Insurance requirements for individual public charter schools may vary and should be reviewed by legal counsel and an insurance representative.

- (ii) The public charter school shall also hold harmless and defend the district from any and all liability, injury, damages, fees or claims arising out of the operations of the public charter school operations or activities;
  - (iii) The district shall be loss payee on the property insurance if the public charter school leases any real or personal district property;
  - (iv) The coverage provided and the insurance carriers must be acceptable to the district.]
- e. If the district and the public charter school enter a cooperative agreement with other school districts for the purpose of forming a partnership to provide educational services, then the agreement must be incorporated into the charter of the public charter school.
- f. In addition to any other terms required to be in the charter agreement, a virtual public charter school must have in the charter of the school, a requirement that the school:
  - (1) Monitor and track student progress and attendance; and
  - (2) Provide student assessments in a manner that ensures that an individual student is being assessed and that the assessment is valid.

## 5. Public Charter School Operation

- a. The public charter school shall operate at all times in accordance with the public charter school law, the terms of the approved proposal and the charter agreement.
- b. Statutes and rules that apply to the district shall not apply to the public charter school except the following, as required by law, shall apply:
  - (1) Federal law, including applicable provisions of the ~~No Child Left Behind Act of 2001~~ ESSA;
  - (2) ORS 30.260 to 30.300 (tort claims);
  - (3) ORS 192.410 to 192.505 (Public Records Law);
  - (4) ORS 192.610 to 192.690 (Public Meetings Law);
  - (5) ORS Chapters 279A, 279B and 279C (Public Contracting Code);
  - (6) ORS 326.565, 326.575 and 326.580 (student records);
  - (7) ORS 297.405 to 297.555 and 297.990 (Municipal Audit Law);
  - (8) ORS 181A.195, 326.603, 326.607 and 342.223 (criminal records checks);
  - (9) ORS 336.840 (use of personal electronic devices);
  - (10) ORS 337.150 (textbooks);
  - (11) ORS 339.119 (considerations for educational services);
  - (12) ORS 339.141, 339.147 and 339.155 (tuition and fees);
  - (13) ORS 342.856 (core teaching standards);
  - (14) ORS 659.850 to 659.860 (discrimination);
  - (15) ORS Chapter 657 (Employment Department Law);
  - (16) Health and safety statutes and rules;
  - (17) Any statute or rule listed in the charter;
  - (18) The statewide assessment system developed by the Oregon Department of Education (ODE) for mathematics, science and English under ORS 329.485 (2);
  - (19) ORS 329.045 (academic content standards and instruction);
  - (20) Any statute or rule that establishes requirements for instructional time;
  - (21) ORS 339.250 (12) (prohibition of infliction of corporal punishment);
  - (22) ORS 339.326 (notice concerning students subject to juvenile court petitions);

- (23) ORS 339.370, 339.372, 339.388 and 339.400 (reporting of suspected abuse of a child and sexual conduct, and training on prevention and identification of abuse and sexual conduct);
  - (24) ORS 329.451 (diploma, modified diploma, extended diploma and alternative certificate standards);
  - (25) Statutes and rules that expressly apply to public charter schools;
  - (26) Statutes and rules that apply to special government body as defined in ORS 174.117, or public body as defined in ORS 174.109; and
  - (27) ORS Chapter 338.
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- c. The public charter school may employ as a teacher or administrator a person who is not licensed by the TSPC; however, at least one-half of the total full-time equivalent teaching and administrative staff at the public charter school shall be licensed by the commission, pursuant to ORS 342.135, 342.136 or 342.138.
  - d. A board member of the school district in which the public charter school is located may not serve as a voting member of the public charter school's board, yet may serve in an advisory capacity.
  - e. The public charter school shall participate in the PERS.
  - f. The public charter school shall not violate the Establishment Clause of the First Amendment to the United States Constitution or Section 5, Article I of the Oregon Constitution, or be religion based.
  - g. The public charter school shall maintain an active enrollment of at least 25 students, unless the public charter school is providing educational services under a cooperative agreement entered into for the purpose of forming a partnership to provide educational services.
  - h. The public charter school may sue or be sued as a separate legal entity.
  - i. The public charter school may enter into contracts and may lease facilities and services from the district, education service district, state institution of higher education, other governmental unit or any person or legal entity.
  - j. The public charter school may not levy taxes or issue bonds under which the public incurs liability.
  - k. The public charter school may receive and accept gifts, grants and donations from any source for expenditure to carry out the lawful functions of the school.
  - l. The district shall offer a high school diploma, modified diploma, extended diploma, alternative certificate to any public charter school student located in the district who meets the district's and state's standards for a high school diploma, modified diploma, extended diploma, alternative certificate.
  - m. A high school diploma, modified diploma, extended diploma, alternative certificate issued by a public charter school shall grant to the holder the same rights and privileges as a high school diploma, modified diploma, extended diploma, alternative certificate issued by a nonchartered public school.
  - n. Upon application by the public charter school, the State Board of Education may grant a waiver of certain public charter school law provisions if the waiver promotes the development of programs by providers, enhances the equitable access by underserved families to the public education of their choice, extends the equitable access to public support by all students or permits high quality programs of unusual cost. This waiver request must specify the reasons the public charter school is seeking the waiver and further requires the public charter school to notify the sponsor if a waiver is being considered.

## 6. Virtual Public Charter School Operation

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

- (14) A plan to provide written notice to both the sponsoring district and the district in which the student resides upon enrollment or withdrawal for a reason other than graduation from high school:
  - (a) If notice is provided due to enrollment, then the notice must include the student's name, age, address and school at which the student was formerly enrolled;
  - (b) If notice is provided due to withdrawal for a reason other than graduation from high school, then notice must include the student's name, age, address, reason for withdrawal (if applicable) and the name of the school in which the student intends to enroll (if known).
- (15) An agreement to provide a student's education records to the student's resident school district or to the sponsor upon request of the resident school district or sponsor.
- b. The sponsor of a virtual public charter school or a member of the public may request access to any of the documents described in a. above.
- c. If a virtual public charter school or the sponsor of a virtual public charter school contracts with a for-profit entity to provide educational services through the virtual public charter school, the for-profit entity may not be the employer of any employees of the virtual public charter school.
- d. The following limitations apply:
  - (1) School board members of the virtual public charter school's sponsoring district may not be:
    - (a) An employee of the virtual public charter school;
    - (b) A member of the governing body of the virtual public charter school;
    - (c) An employee or other representative of any third-party entity with which the virtual public charter school has entered into a contract to provide educational services.
  - (2) Members of the governing body of the virtual public charter school may not be an employee of a third-party entity with which the virtual public charter school intends to enter or has entered into a contract to provide educational services;
  - (3) If a third-party entity contracts with a virtual public charter school to provide educational services to the school, then:
    - (a) No third-party entity's employee or governing board member may attend an executive session of the sponsoring district's school board;
    - (b) No virtual public charter school employee may promote the sale or benefits of private supplemental services or classes offered by the third-party entity;
    - (c) The educational services must be consistent with state standards and requirements;
    - (d) The virtual public charter school must have on file the third-party entity's budget for the provision of educational services, including itemization of:
      - (i) The salaries of supervisory and management personnel and consultants who are providing educational or related services for a virtual public charter school in this state; and
      - (ii) The annual operating expenses and profit margin of the third-party entity for providing educational services to a virtual public charter school in this state.

## 7. Charter Agreement Review

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

## 8. Charter School Renewal

- a. The first renewal of a charter shall be for the same time period as the initial charter. Subsequent renewals of a charter shall be for a minimum of five years but may not exceed 10 years.
- b. The Board and the public charter school shall follow the timeline listed below, unless a different timeline has been agreed upon by the Board and the public charter school:
  - (1) The public charter school shall submit a written renewal request to the Board for consideration at least 180 days prior to the expiration of the charter;
  - (2) Within 45 days after receiving a written renewal request from a public charter school, the Board shall hold a public hearing regarding the renewal request;
  - (3) Within 30 days after the public hearing, the Board shall approve the charter renewal or state in writing the reasons for denying charter renewal;
  - (4) If the Board approves the charter renewal, the Board and the public charter school shall negotiate a new charter within 90 days unless the Board and the public charter school agree to an extension of the time period. Notwithstanding the time period specified in the charter, an expiring charter shall remain in effect until a new charter is negotiated;
  - (5) If the Board does not renew the charter, the public charter school may address the reasons stated for denial of the renewal and any remedial measures suggested by the Board and submit a revised request for renewal to the Board;
  - (6) If the Board does not renew the charter based on the revised request for renewal or the parties do not negotiate a charter contract within the timeline established in this policy, the public charter school may appeal the Board's decision to the State Board of Education for a review of whether the Board used the process required by Oregon law in denying the charter renewal.

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

## 9. Charter School Termination

- a. The public charter school may be terminated by the Board for any of the following reasons:
  - (1) Failure to meet the terms of an approved charter agreement or any requirement of ORS Chapter 338 unless waived by the State Board of Education;
  - (2) Failure to meet the requirements for student performance as outlined in the charter agreement;
  - (3) Failure to correct a violation of federal or state law;
  - (4) Failure to maintain insurance;
  - (5) Failure to maintain financial stability;
  - (6) Failure to maintain, for two or more consecutive years, a sound financial management system described in the proposal submitted under ORS 338.045 and incorporated into the written charter under ORS 338.065;
  - (7) Failure to maintain the health and safety of the students.

- b. If a public charter school is terminated by the Board for any reason listed in sections a. (1) through a. (7), the following shall occur:
- (1) The district shall give the public charter school a 60-day written notification of its decision;
  - (2) If the grounds for termination include failure to maintain financial stability or failure to maintain a sound financial management system, the sponsor and the public charter school may agree to develop a plan to correct deficiencies. The plan to correct deficiencies will follow the process as per ORS 338.105;
  - (3) The district shall state the grounds for termination and deliver notification to the business office of the public charter school;
  - (4) The public charter school may request a hearing by the district. The request must be made in writing and delivered to the business address of the sponsor;
  - (5) Within 30 days of receiving the request for a hearing, the sponsor must provide the public charter school with the opportunity for a hearing on the proposed termination;
  - (6) The public charter school may appeal the decision to terminate to the State Board of Education;
  - (7) If the public charter school appeals the decision to terminate to the State Board of Education, the public charter school will remain open until the State Board issues its final order;
  - (8) If the State Board's final order upholds the decision to terminate and at least 60 days have passed since the notice of intent to terminate was received by the public charter school, the district's sponsorship of the public charter school will terminate;
  - (9) The final order of the State Board may be appealed under the provision of ORS 183.484;
  - (10) Throughout the ORS 183.484 judicial appeals process the public charter school shall remain closed;
  - (11) If terminated or dissolved, assets of the public charter school purchased by the public charter school with public funds, shall be given to the State Board of Education.
- c. If the public charter school is terminated by the Board for any reason related to student health or safety as provided in section a. (7), the following shall occur:
- (1) If the district reasonably believes that a public charter school is endangering the health or safety of the students enrolled in the public charter school, the district may act to immediately terminate the approved charter and close the public charter school without providing the notice required in section b. (1);
  - (2) A public charter school closed due to health or safety concerns may request a hearing by the sponsor. Such a request must be made in writing and delivered to the business address of the district;
  - (3) Within 10 days of receiving the request for a hearing, the district must provide the public charter school with the opportunity for a hearing on the termination;
  - (4) If the district acts to terminate the charter following the hearing, the public charter school may appeal the decision to the State Board of Education;
  - (5) The State Board will hold a hearing on the appeal within 10 days of receiving the request;
  - (6) The public charter school will remain closed during the appeal process unless the State Board orders the district not to terminate and to re-open the public charter school; and
  - (7) The final order of the State Board may be appealed under the provisions of ORS 183.484.



- d. If the public charter school is terminated, closed or dissolved by the governing body of the public charter school, it shall be done only at the end of a semester and with 180 days' notice to the district, unless the health and safety of the students are in jeopardy. Such notice must be made in writing and be delivered to the business address of the sponsor.

Assets of a terminated, closed or dissolved public charter school that were obtained with grant funds will be dispersed according to the terms of the grant. If the grant is absent any reference to ownership or distribution of assets of a terminated, closed or dissolved public charter school, all assets will be given to the State Board of Education for disposal.

#### 10. District Immunity

The district, members of the Board and employees of the district are immune from civil liability with respect to the public charter school's activities.

HR-14/16/27/17 | PH

# Oregon School Boards Association Selected Sample Policy

Code: **EBBB**  
Adopted: **Rec. Approval (Required)**

## Injury/Illness Reports

All injuries/illnesses, sustained by the employee while in the actual performance of the duty of the employee, occurring on district premises, in district vehicles, at a district-sponsored activity or involving staff members who may be elsewhere on district business will be reported immediately to a supervisor. A written report will be submitted within 24 hours to the district's safety officer. Reports will cover property damage as well as personal injury.

In the event of a work-related<sup>1</sup> illness or injury to an employee resulting in overnight hospitalization for medical treatment<sup>2</sup> other than first aid, the district safety officer shall ~~inform~~ report the incident to the Oregon Occupational Safety and Health Division (OR-OSHA). A report will be made within 24 hours after notification to the district of an illness or injury. Fatalities or catastrophes<sup>3</sup> shall be reported within eight hours.

**ALL** injuries/illnesses sustained by the employee while in the actual performance of the duty of the employee will be promptly investigated. As a result of the investigation any corrective measures needed will be acted upon.

Monthly records will be maintained. An analysis of the data and trends will be made at least annually.

~~The Board~~ superintendent will receive reports on serious injuries/illnesses, including accidents involving district property or employees, students or visiting publics, and periodic statistical reports on the number and types of injuries/illnesses occurring in the district, as well as on the measures being taken to prevent such injuries/illnesses in the future.

END OF POLICY

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<sup>1</sup>An injury or illness is work related if an event or exposure in the work environment caused or contributed to the condition or significantly aggravated a preexisting condition.

<sup>2</sup>Medical treatment includes managing or caring for a patient for the purpose of combatting disease or disorder. The following are not considered medical treatment: visits to a doctor or health care professional solely for observation or counseling; diagnostic procedures including administering prescription medications used solely for diagnostic purposes; and any procedure that can be labeled first aid.

<sup>3</sup>A "catastrophe" is an accident in which two or more employees are fatally injured, or three or more employees are admitted to a hospital or an equivalent medical facility.

**Legal Reference(s):**

[ORS 339](#).309

[OAR 437-001](#)-0015

[OAR 437-001](#)-0700

[OAR 437-001](#)-0760

[OAR 581-022](#)-1420

R40/24/136/27/17 PH

# Oregon School Boards Association Selected Sample Policy

Code: **EFA**  
Adopted: **Rec. Adoption (Required  
\*\*new legislation)**

## Local Wellness Program

The district is committed to the optimal development of every student and believes that a positive, safe and health-promoting learning environment is necessary for students to have the opportunity to achieve personal, academic, developmental and social success.

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

The input of staff (including, but not limited to, physical education and school health professionals), students, parents, the public, the Board, school administrators, representatives of the school food authority and public health professionals will be encouraged in the development of wellness policy. ~~{The Board Superintendent}~~ shall establish a Wellness Advisory Committee to advise the district in the creation of the local wellness policy. ~~{The superintendent {or designee} will develop {administrative regulations} {guidelines}}~~ as necessary to implement the goals of the local wellness plan and ensure compliance of such policy.

## WELLNESS POLICY IMPLEMENTATION, MONITORING, ACCOUNTABILITY AND COMMUNITY ENGAGEMENT

### Implementation Plan

The district shall develop and maintain a plan to manage and coordinate the implementation of this wellness policy.

The plan will:

1. Delineate roles, responsibilities, actions and timelines specific to each school;
2. Include information about who will be responsible to make what change, by how much, where and when;
3. Include specific goals and objectives for nutrition standards for all foods and beverages available on the school campus, and in food and beverage marketing; and
4. Include specific goals and objectives for nutrition promotion and education, physical activity, physical education and other school-based activities that promote student wellness.

In an effort to measure the implementation of this policy, the Board designates the {superintendent} {district principals} as the {person} {people} who will be responsible for ensuring each school meets the goals outlined in this policy.

### **Record Keeping**

The district will retain the following records to document compliance with the requirements of the wellness policy at the district's {administrative offices}.

1. The written wellness policy;
2. Documentation demonstrating that the policy has been made available to the public;
3. Documentation of efforts to review and update the local wellness policy, including an indication of who is involved in the update and the methods the district uses to make stakeholders aware of their ability to participate;
4. Documentation to demonstrate compliance with the annual public notification requirements;
5. The most recent assessment on the implementation of the local wellness policy;
6. Documentation demonstrating the most recent assessment on the implementation of the local wellness policy has been made available to the public.

### **Annual Notification of Policy**

The district will make available to the public annually, an assessment of the implementation, including the extent to which the schools are in compliance with policy, how the policy compares to model policy and a description of the progress being made in attaining the goals of the policy. The district will make this information available {through the district website and/or districtwide communications}. The district will also publicize the name and contact information of the district or school official(s) leading and coordinating the policy, as well as information on how the public can get involved with the local wellness policy.

### **Triennial Progress Assessments**

At least once every three years, the district will evaluate compliance with the local wellness policy, to assess the implementation of the policy and produce a triennial progress report that will include:

1. The extent to which schools under the jurisdiction of the district are in compliance with the policy;
2. The extent to which the district's policy compares to model wellness policy; and
3. A description of the progress made in attaining the goals of the district's policy.

The district-{or school} will actively notify households/families of the availability of the triennial progress report.

## Revisions and Updating the Policy

The district will update or modify the local wellness policy based on the results of the ~~f~~annual School Health Index<sup>1</sup> and ~~t~~triennial assessments and/or as district priorities change; community needs change; wellness goals are met; new health science, information and technology emerge; and new federal or state guidance or standards are issued. The local wellness policy will be assessed and updated as indicated at least every three years following the triennial assessment.

## Community Involvement, Outreach and Communications

The district will actively communicate ways in which the community can participate in the development, implementation and periodic review and update of the local wellness policy through a variety of means appropriate for the district. The district will also ensure that communications are culturally and linguistically appropriate to the community, and accomplished through means similar to other ways that the district and individual schools are communicating important school information with parents.

## NUTRITION PROMOTION AND NUTRITION EDUCATION

Nutrition promotion and nutrition education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, by creating food environments that encourage healthy nutrition choices and by encouraging participation in school meal programs. Students and staff will receive consistent nutrition messages throughout the school environment. Nutrition promotion also includes marketing and advertising nutritious foods and beverages to students and is most effective when implemented consistently through a comprehensive and multi-channel approach by staff, teachers, parents, students and the community.

### School Meals

All schools within the district participate in U.S. Department of Agriculture (USDA) child nutrition programs, administered through the Oregon Department of Education (ODE), including the National School Lunch Program (NSLP),~~t~~ the School Breakfast Program (SBP),~~]~~ ~~[Fresh Fruit & Vegetable Program (FFVP),]~~ ~~[Special Milk Program (SMP),]~~ ~~[Summer Food Service Program (SFSP),]~~ ~~]~~ and Supper programs~~]~~ ~~[or others]~~. ~~[The district also operates additional nutrition-related programs and activities including Farm-to-School programs, school gardens, Breakfast in the Classroom, Mobile Breakfast carts or Grab 'n' Go Breakfast.]~~

### Staff Qualifications and Professional Development

All school nutrition program directors, managers and staff will meet or exceed hiring and annual continuing education/training requirements in the USDA Professional Standards for Child Nutrition Professionals.

### Water

Free, safe, unflavored, drinking water will be available to all students throughout the school day and throughout every school campus. The district will make drinking water available where school meals are served during mealtimes.

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<sup>1</sup>If the district is using a different assessment or additional assessments, add to the list here or replace as needed.

## Competitive Foods and Beverages

All foods and beverages outside the reimbursable school meal programs that are sold to students on the school campus during the school day [and extended school day] will meet or exceed the nutrition standards set by the USDA and the Oregon Smart Snacks Standards<sup>2</sup>. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, school stores and snack or food carts.

## Celebrations and Rewards

All foods offered on the school campus ~~[will meet or exceed]~~ are encouraged to meet the nutrition standards set by the USDA and the Oregon Smart Snacks Standards. This includes, but is not limited to, celebrations, parties, classroom snacks brought by parents, rewards and incentives.

## Fund Raising

Foods and beverages that meet or exceed the nutrition standards set by the USDA and the Oregon Smart Snacks Standards may be sold through fund raisers on the school campus during the school day.

## Food and Beverage Marketing in Schools

Any foods and beverages marketed or promoted to students on the school campus during the school day will meet or exceed the nutrition standards set by the USDA and the Oregon Smart Snacks Standards.

“Food and beverage marketing” is defined as advertising and other promotion in schools. Food and beverage marketing often includes an oral, written or graphic statement made for the purpose of promoting the sale of a food or beverage product made by the producer, manufacturer, seller or any other entity with a commercial interest in the product.

## PHYSICAL ACTIVITY ~~AND PHYSICAL EDUCATION~~

Physical activity should be included in the school’s daily education program for grades pre-K through 12 and include regular, instructional physical education, as well as co-curricular activities and recess.

~~[Physical activity during the school day (including, but not limited to, recess, classroom physical activity breaks or physical education) will not be withheld as punishment for any reason.]~~

The Board realizes that a quality physical education program is an essential component for all students to learn about and participate in physical activity. The district will develop and assess student performance standards ~~and program minute requirements<sup>3</sup>~~ in order to meet the ODE’s physical education content standards ~~and state law<sup>4</sup>~~. ~~Every public school student in kindergarten through grade 8 shall participate in physical education for the entire school year.~~ ~~Students in kindergarten through grade 5-6<sup>5</sup> shall~~

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<sup>2</sup>[Oregon Department of Education, Oregon Smart Snacks Standards](#)

<sup>3</sup>The physical education minute requirements, a result of House Bill (HB) 3141 (2007) and were effective with the 2017-2018 school year. The brackets remain around this language in the sample policy EFA in anticipation of a potential two-year delay for the requirement, due to pending legislation in the current Legislative session (2017). revised in Senate Bill 4 (2017), now have a two-year delay on implementation for elementary schools, and a four-year delay on implementation for middle schools.

<sup>4</sup>Ibid. p. 54

<sup>5</sup>If a K-6 elementary school.

participate for a least ~~{120<sup>6</sup>}~~for school year 2019-20, and ~~{150<sup>7</sup>}~~ minutes during each school week for school year 2020-21, and students in grades 6 through 8 for at least ~~{180<sup>8</sup>}~~ minutes for school year 2021-22 ~~{225<sup>9</sup>}~~ minutes per school week for school year 2022-23.~~}~~

~~{~~At least 50 percent of the weekly physical education class time shall be devoted to actual physical activity. Instruction, provided by adequately prepared teachers, will meet the state adopted academic content standards for physical education (Oregon Revised Statute (ORS) 329.045). Teachers of physical education shall regularly participate in professional development activities.~~<sup>10</sup>}~~

~~{~~A student with a disability shall have suitably adapted physical education incorporated as part of their individualized education program (IEP) developed under ORS 343.151. A student who does not have an IEP but has chronic health problems, other disabling conditions or other special needs that preclude them from participating in regular physical education instruction, shall have suitably adapted physical education incorporated as part of their individualized health plan, developed by the district.~~<sup>11</sup>}~~

### ~~{~~Employee Wellness<sup>12</sup>

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

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

### Other Activities that Promote Student Wellness

The district will integrate wellness activities throughout the entire school environment (districtwide), not just in the cafeterias, other food and beverage venues and physical activity facilities. The district will coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complimentary, not duplicated and work toward the same set of goals and objectives promoting student well-being, optimal development and strong educational outcomes.

END OF POLICY

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<sup>6</sup>These are the minimum PE requirements in elementary schools for school year 2019-2020.

<sup>7</sup>These are the minimum PE requirements in elementary schools for school year 2020-2021.

<sup>8</sup>These are the minimum PE requirements in middle schools (grades 6 through 8) for school year 2021-2022.

<sup>9</sup>These are the minimum PE requirements in middle schools (grades 6 through 8) for school year 2022-2023.

<sup>10</sup>[This language is not required to be in policy, but this is a required action pursuant to ORS 329.496.]

<sup>11</sup>Ibid. p. 5

<sup>12</sup>[This language is optional and is not required by state or federal law.]



**Legal Reference(s):**

[ORS 329](#).496  
[ORS 332](#).107  
[ORS 336](#).423

[OAR 581-051](#)-0100  
[OAR 581-051](#)-0305  
[OAR 581-051](#)-0306

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

[SB 4 \(2017\)](#)

Healthy, Hunger-Free Kids Act of 2010, 42 U.S.C. §1758b.  
National School Lunch Program, 7 C.F.R. Part 210.  
School Breakfast Program, 7 C.F.R. Part 220.

R4/13/176/27/17 | PH

# Oregon School Boards Association

## Selected Sample Policy

Code: **GBI**  
Adopted: **Rec. NOT Adopting**

### Gifts and Solicitations

Students and their parents shall be discouraged from giving gifts to district employees. The Board welcomes, as appropriate, the writing of letters by students to staff members expressing gratitude and appreciation.

Individual employees [will refrain from] [will limit] giving gifts<sup>1</sup> to staff members who exercise any direct or indirect administrative or supervisory jurisdiction over them. Collecting money for group gifts is discouraged except in special circumstances such as bereavement, serious illness or retirement gifts. Staff-initiated “sunshine funds” are exempt from this policy.

[No staff member may solicit funds in the name of the school or district through the use of, including but not limited to, internet-sourced crowdfunding or other similar types of fund raising[, without the approval of the [principal] [superintendent] ].]

Individual employees need to be accountable for maintaining integrity and avoid accepting anything of value offered by another for the purpose of influencing his/her professional judgment.

All employees are prohibited from accepting items of material value from companies or organizations doing business with the district. [“Material value” is defined as \$50 from a single source in a single year.]

No organization may solicit funds from staff members within the schools, nor may anyone distribute flyers or other materials related to fund drives through the schools without the superintendent’s approval. Staff members may not be made responsible or assume responsibility for collecting money or distributing any fund-drive literature within the schools without the superintendent’s approval.

The soliciting of staff by sales people, other staff or agents during on-duty hours is prohibited. Any solicitation should be reported at once to the principal or supervisor. Advertising is not allowed in the building without the superintendent’s approval.

END OF POLICY

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<sup>1</sup>“Gift” means something of economic value given to a public official or the public official’s relative or household member without valuable consideration of equivalent value, including the full or partial forgiveness of indebtedness, which is not extended to others who are not public officials or the relatives or household members of public officials on the same terms and conditions; and something of economic value given to a public official or the public official’s relative for valuable consideration less than that required from others who are not public officials. See ORS Chapter 244 for gift definition exceptions.

**Legal Reference(s):**

[ORS 244.010](#) to -244.400  
[ORS 339.880](#)

[OAR 584-020](#)-0000 to -0045  
[OAR 199-005](#)-0005 to -199-020-0020

8/28/086/27/17 | RCPH

# Oregon School Boards Association Selected Sample Policy

Code: **GBI-AR**  
Revised/Reviewed: **Rec. NOT adopting**

## **Internet-Sourced Crowdfunding Solicitation**

*A new **Optional** administrative regulation*

All district or school internet-sourced crowdfunding, or other similar types of monetary solicitation, shall be in compliance with all district fund-raising policies, requiring preapproval from the [principal[s]] [and] [the superintendent].

The [principal[s]] [and] [the superintendent] shall monitor the internet-sourced crowdfunding site to ensure that no student information is disclosed improperly and no images are used without permission.

The [principal[s]] [and] [the superintendent] shall ensure that the internet-sourced crowdfunding site is legitimate, and that the terms of the site are being followed.

All district or school fund raising will be on the district's system and shall follow appropriate policies and use guidelines.

All technology purchases or request for purchase will be approved by the [director of technology].

All non-monetary items obtained become property of the district and all inventory procedures apply.

All monetary donations shall be recorded in the proper school or district fund. No school or district banking information shall be given out. A check will be requested to be mailed to the [school] [or district] in the name of the [school] [or district] and not to the individual.

A file will be maintained by the [principal] [superintendent] that documents the [principal] [superintendent] approval, details of the project, a print out of the website, copies of all agreements and permission forms, copies of any checks of monetary donation received as well as the inventory listing non-monetary donations.

6/27/17 | PH

# Oregon School Boards Association Selected Sample Policy

Code: **GCPB/GDPB**  
Adopted: **Rec. Adoption (Highly recommended)**

## Resignation of Staff \* ~~(Version 1)~~

A licensed staff member who wishes to resign from his/her position with the district must give written notice of at least 60 days prior to he/she wishes to leave district employment at or upon the time of resignation. The superintendent is authorized to accept the resignation effective the day it is received and either release the teacher immediately from further teaching or administrative obligations or inform the teacher that he/she must continue teaching for part or all of the 60-day period.

Where less than a 60-day notice is given, the Board may request the Teacher Standards and Practices Commission to discipline the licensee. Exceptions due to emergency or other extenuating circumstances may be considered by the Board.

The superintendent is authorized to accept resignations of classified employees effective the day they are received.

END OF POLICY

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### Legal Reference(s):

[ORS 342.553](#)  
[ORS 652.140](#)

[OAR 581-022-1720](#)  
[OAR 584-050-0020](#)

Pierce v. Douglas County Sch. Dist., 297 Or. 363 (1984).  
HR9/24/096/27/17 | PH

# Oregon School Boards Association Selected Sample Policy

Code: **GCPB/GDPB**  
Adopted:

## **Resignation of Staff \*** (Version 2)

***This Version of sample policy GCPB/GDPB is no longer supported by OSBA. Consider reviewing and adopted the remaining Version. - DELETE***

A resigning employee shall deliver a written and signed notice of resignation to the office of the superintendent. Unless there are extenuating circumstances, classified employees should provide two weeks prior notice. Licensed employee provisions are contained in Oregon Revised Statutes or the applicable collective bargaining agreement. For the purposes of this policy, the office of the superintendent shall be defined as the superintendent or his/her designee.

The superintendent shall have authority to accept an employee's resignation on behalf of the Board. If the superintendent decides to accept the resignation, acceptance shall be by letter from the superintendent to the employee, a copy of which shall be placed in the employee's personnel file. The resignation shall be final upon receipt by the superintendent's office. The resignation shall be effective as of the date specified in the notice. If no effective date is specified in the notice, the resignation shall be effective as of the date specified in the superintendent's acceptance letter.

The superintendent shall make a report to the Board of all resignations accepted.

If the superintendent elects not to accept a resignation, the superintendent shall notify the employee of that decision and present the notice of resignation to the Board, accompanied by a recommendation as to what action should be taken. The superintendent shall furnish the employee a copy of the superintendent's recommendation and shall notify the employee of the time when the resignation will be considered by the Board. If a notice of resignation is referred to the Board by the superintendent for any reason, including an unremedied violation of a statute or rule, the resignation shall not be final until approved by Board action.

END OF POLICY

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### **Legal Reference(s):**

[ORS 342.553](#)

[ORS 652.140](#)

[OAR 581-022-1720](#)

Pierce v. Douglas County Sch. Dist., 297 Or. 363 (1984).  
HR2/10/04 | NC

# Oregon School Boards Association Selected Sample Policy

Code: **IKF**  
Adopted: **Rec. Adoption (Required)**

## **Graduation Requirements** (Version 1) (This version does not require an administrative regulation.)

The Board will establish graduation requirements for the awarding of a high school diploma, a modified diploma, an extended diploma and an alternative certificate which meet or exceed state requirements. A student may satisfy graduation requirements in less than four years. The district will award a diploma to a student fulfilling graduation requirements in less than four years if consent is given by the student's parent or guardian or by the student if he/she is 18 years of age or older or emancipated.

### **Diploma**

A high school diploma will be awarded to students in grades 9 through 12 who complete a minimum of 24 credits which include at least:

1. Three credits of mathematics (shall include one unit at the Algebra I level and two units that are at a level higher than Algebra I);
2. Four credits of English (shall include the equivalent of one unit in written composition);
3. Three credits of science;
4. Three credits of social sciences (including history, civics, geography and economics (including personal finance));
5. One credit in health education;
6. One credit in physical education; and
7. Three credits in career and technical education, the arts or world language (units shall be earned in any one or a combination).

The district shall offer students credit options provided the method for obtaining such credits is described in the student's personal education plan and the credit is earned by meeting requirements described in Oregon Administrative Rule (OAR) 581-022-1131.

To receive a diploma or a modified diploma, in addition to credit requirements, as outlined in OAR 581-022-1130 and OAR 581-022-1134, respectively, a student must:

1. Demonstrate proficiency in the Essential Skills of reading, writing and apply math;
2. Develop an education plan and build an education profile;
3. Demonstrate extended application through a collection of evidence;
4. Participate in career-related learning experiences.

## Essential Skills

The district ~~{will}~~~~{will not}~~ allow English Language Learner (ELL) students to demonstrate proficiency in the Essential Skill of Apply Mathematics in a variety of settings, in the student's language of origin for those ELL students who by the end of high school:

1. Are on track to meet all other graduation requirements; and
2. Are unable to demonstrate proficiency in the Essential Skills in English.

The district ~~{will}~~~~{will not}~~ allow ELL students to demonstrate proficiency in Essential Skills other than Apply Mathematics in a variety of settings, in the student's language of origin for those ELL students who by the end of high school:

1. Are on track to meet all other graduation requirements;
2. Are unable to demonstrate proficiency in the Essential Skills in English;
3. Have been enrolled in a U.S. school for five years or less; and
4. Have demonstrated sufficient English language skills using the English Language Proficiency Assessment for the 21st Century (ELPA21)<sup>1</sup>.

~~{The district will develop procedures to provide assessment options as described in the *Essential Skills and Local Performance Assessment Manual*, in the ELL student's language of origin for those ELL students who meet the criteria above, and will develop procedures to ensure that locally scored assessment options administered in an ELL student's language of origin are scored by a qualified rater.}~~

## ~~{Essential Skills Appeal}~~

The district will [establish an appeal process] [follow Board policy KL - Public Complaints] in the event of an appeal for the denial of a diploma based on the Essential Skills graduation requirement. The district will retain student work samples and student performance data to ensure that sufficient evidence is available in the event of an appeal.~~}~~

## Modified Diploma

A modified diploma will be awarded only to students who have demonstrated the inability to meet the full set of academic standards established by the State Board of Education for a diploma while receiving reasonable modifications and accommodations. A modified diploma may only be awarded to a student who meets the eligibility criteria below:

1. Has a documented history of an inability to maintain grade level achievement due to significant learning and instructional barriers; or
2. Has a documented history of a medical condition that creates a barrier to achievement.

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<sup>1</sup>This criteria does not apply to students seeking a diploma in 2017-2018.



Having met the above eligibility criteria, a modified diploma will be awarded to students, who while in grade nine through completion of high school, complete 24 credits which shall include:

1. Three credits in English;
2. Two credits in mathematics;
3. Two credits in science;
4. Two credits in social sciences;
5. One credit in health;
6. One credit in physical education; and
7. One credit in career technology, the arts or a world language.

In addition to credit requirements as outlined in OAR 581-022-1134, a student must:

1. Develop an education plan and build an education profile;
2. Demonstrate extended application through a collection of evidence.

A student must also demonstrate proficiency in the Essential Skills with reasonable modifications and accommodations.

Districts may make modifications to the assessment for students who seek a modified diploma when the following conditions are met:

1. For a student on an individualized education program (IEP), any modifications to work samples must be consistent with the requirements established in the IEP. Modifications are changes to the achievement level, construct or measured outcome of an assessment. This means that IEP or school teams responsible for approving modifications for a student's assessment may adjust the administration of the assessment and/or the assessment's achievement standard;
2. For a student not on an IEP, any modifications to work samples must have been provided to the student during their instruction in the content area to be assessed and in the year in which the student is being assessed, and modifications must be approved by the school team that is responsible for monitoring the student's progress toward the modified diploma.

Students not on an IEP or a 504 Plan may not receive a modified Smarter Balanced assessment.

A student's school team shall decide that a student should work toward a modified diploma no earlier than the end of grade six and no later than two years before the student's anticipated exit from high school. A student's school team may decide to revise a modified diploma decision.

A student's school team may decide that a student who was not previously working toward a modified diploma should work toward one when the student is less than two years from anticipated exit from high school if the documented history has changed.

## **Extended Diploma**

An extended diploma will be awarded only to students who have demonstrated the inability to meet the full set of academic content standards for a diploma while receiving modifications and accommodations. To be eligible for an extended diploma, a student must:

1. While in grade nine through completion of high school, complete 12 credits, which may not include more than six credits in a self-contained special education classroom and will include:
  - a. Two credits of mathematics;
  - b. Two credits of English;
  - c. Two credits of science;
  - d. Three credits of history, geography, economics or civics;
  - e. One credit of health;
  - f. One credit of physical education; and
  - g. One credit of the arts or a world language.
2. Have a documented history of:
  - a. An inability to maintain grade level achievement due to significant learning and instructional barriers;
  - b. A medical condition that creates a barrier to achievement; or
  - c. A change in the student's ability to participate in grade level activities as a result of a serious illness or injury that occurred after grade eight.

Beginning in grade five or after a documented history to qualify for an extended diploma has been established, the district shall annually provide to the parents or guardians of the student, information about the availability and requirements of a modified diploma, an extended diploma and an alternative certificate.

## **Alternative Certificates**

Alternative certificates will be awarded to students who do not satisfy the requirements for a diploma, a modified diploma or an extended diploma if the students meet minimum credit requirements established by the district. Alternative certificates will be awarded based on individual student needs and achievement. A student who receives a modified diploma, an extended diploma or an alternative certificate will have the option of participating in a high school graduation ceremony with the student's class.

## **Other District Responsibilities**

The district will ensure that students have onsite access to the appropriate resources to achieve a diploma, a modified diploma, an extended diploma or an alternative certificate at each high school. The district will provide age appropriate and developmentally appropriate literacy instruction to all students until graduation.

The district may not deny a student, who has the documented history of an inability to maintain grade level achievement due to significant learning and instructional barriers, or of a medical condition that creates a barrier to achievements, the opportunity to pursue a diploma with more stringent requirements than a modified diploma or an extended diploma for the sole reason the student has the documented history.

The district may award a modified diploma or an extended diploma to a student only upon the written consent of the student's parent or guardian. The district shall receive the written consent during the school year in which the modified diploma or the extended diploma is awarded. A student who is emancipated or has reached the age of 18 at the time the modified diploma or extended diploma is awarded may sign the consent.

A student shall have the opportunity to satisfy the requirements for a modified diploma, an extended diploma or an alternative certificate in either 4 years after starting the ninth grade, or until the student reaches the age of 21, if the student is entitled to a public education until the age of 21 under state or federal law.

A student may satisfy the requirements for a modified diploma, an extended diploma or an alternative certificate in less than four years but not less than three years. In order to satisfy the requirements for a modified diploma, extended diploma or alternative certificate in less than four years, the student's parent or guardian or a student who is emancipated or has reached the age of 18 must provide written consent which clearly states the parent, guardian or student is waiving the fourth year and/or years until the student reaches the age of 21. A copy of the consent will be forwarded to the district superintendent who will annually report to the Superintendent of Public Instruction the number of such consents.

A student who receives a modified diploma, an extended diploma or an alternative certificate will have the option of participating in a high school graduation ceremony with the student's class.

A student who receives a modified diploma, an extended diploma or an alternative certificate shall have access to individually designed instructional hours, hours of transition services and hours of other services that equals at least the total number of instructional hours that are required to be provided to students who are attending a public high school, unless reduced by the IEP team.

The district will award to students with disabilities a document certifying successful completion of program requirements. No document issued to students with disabilities educated in full or in part in a special education program shall indicate that the document is issued by such a program. When a student who has an IEP completes high school, the district will give the student an individualized summary of performance.

Eligible students with disabilities are entitled to a Free Appropriate Public Education (FAPE) until the age of 21, even if they have earned a modified diploma, an extended diploma, an alternative certificate or completion of a General Education Development document. The continuance of services for students with disabilities for a modified diploma, extended diploma or alternative certificate is contingent on the IEP team determining the student's continued eligibility and special education services are needed.

Students and their parents will be notified of graduation and diploma requirements.

†The district will review graduation requirements biennially in conjunction with the secondary school improvement plan. Graduation requirements may be revised to address student performance.†

The district may not deny a diploma to a student who has opted out of statewide assessments if the student is able to satisfy all other requirements for the diploma. Students who opt-out will need to meet the Essential Skills graduation requirement using another approved assessment option. Students may opt out of the Smarter Balanced or alternate Oregon Extended Assessment by completing the Oregon Department of Education's Opt-out Form<sup>2</sup> and submitting the form to the district.

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<sup>2</sup>[www.ode.state.or.us](http://www.ode.state.or.us): or navigate to Teaching & Learning > Testing - Student Assessment > Smarter Balanced

The district will issue a high school diploma, upon request, to a person who served in the Armed Forces<sup>3</sup>, as specified in Oregon law, if the person was discharged or released under honorable conditions and has received either a General Educational Development, a post-secondary degree or has received a minimum score on the Armed Services Vocational Aptitude Battery.

The district shall establish conduct and discipline consequences for student-initiated test impropriety. “Student-initiated test impropriety” means student conduct that is inconsistent with the *Test Administration Manual* or accompanying guidance; or results in a score that is invalid.

END OF POLICY

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**Legal Reference(s):**

<a href="#">ORS 329.095</a>	<a href="#">ORS 339.505</a>	<a href="#">OAR 581-022-1133</a>
<a href="#">ORS 329.451</a>	<a href="#">ORS 343.295</a>	<a href="#">OAR 581-022-1134</a>
<a href="#">ORS 329.479</a>		<a href="#">OAR 581-002-1135</a>
<a href="#">ORS 332.107</a>	<a href="#">OAR 581-022-0615</a>	<a href="#">OAR 581-022-1210</a>
<a href="#">ORS 332.114</a>	<a href="#">OAR 581-022-0617</a>	<a href="#">OAR 581-022-1215</a>
<a href="#">ORS 338.115</a>	<a href="#">OAR 581-022-1130</a>	<a href="#">OAR 581-022-1350</a>
<a href="#">ORS 339.115</a>	<a href="#">OAR 581-022-1131</a>	<a href="#">OAR 581-022-1910</a>

*Test Administration Manual*, published by the OREGON DEPARTMENT OF EDUCATION (FEBRUARY 4, 2016).

*Essential Skills and Performance Assessment Manual*, published by the OREGON DEPARTMENT OF EDUCATION (MARCH 17, 2016).

R4/28/166/27/17 | RS

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<sup>3</sup>The policy applies to any person who:

1. Served in the Armed Forces of the U.S. at any time during:
  - a. World War I;
  - b. World War II;
  - c. The Korean Conflict; or
  - d. The Vietnam War;
2. Served in the Armed Forces of the U.S. and was physically present in:
  - a. Operation Urgent Fury (Grenada);
  - b. Operation Just Cause (Panama);
  - c. Operation Desert Shield/Desert Storm (Persian Gulf War);
  - d. Operation Restore Hope (Somalia);
  - e. Operation Enduring Freedom (Afghanistan); or
  - f. Operation Iraqi Freedom (Iraq);
3. Served in the Armed Forces of the U.S. in an area designated as a combat zone by the President of the U.S.

# Oregon School Boards Association Selected Sample Policy

Code: **IKF**  
Adopted: **Rec. NOT adopting (use v.1)**

## **Graduation Requirements** (Version 2)

(This policy requires an administrative regulation, see IKF-AR.)

The Board will establish graduation requirements for the awarding of a high school diploma, a modified diploma, an extended diploma and an alternative certificate which meet or exceed state requirements. A student may satisfy graduation requirements in less than four years. The district will award a diploma to a student fulfilling graduation requirements in less than four years if consent is given by the student's parent or guardian or by the student if he/she is 18 years of age or older or emancipated.

The district will ensure that students have onsite access to the appropriate resources to achieve a diploma, a modified diploma, an extended diploma or an alternative certificate at each high school. The district will provide age appropriate and developmentally appropriate literacy instruction to all students until graduation.

### **Essential Skills**

The district [will] [will not] allow English Language Learner (ELL) students to demonstrate proficiency in the Essential Skills of Apply Mathematics in a variety of settings, in the student's language of origin for those ELL students who by the end of high school:

1. Are on track to meet all other graduation requirements; and
2. Are unable to demonstrate proficiency in the Essential Skills in English.

The district [will] [will not] allow ELL students to demonstrate proficiency in Essential Skills other than Apply Mathematics in a variety of settings, in the student's language of origin for those ELL students who by the end of high school:

1. Are on track to meet all other graduation requirements;
2. Are unable to demonstrate proficiency in the Essential Skills in English;
3. Have been enrolled in a U.S. school for five years or less; and
4. Have demonstrated sufficient English language skills using the English Language Proficiency Assessment for the 21st Century (ELPA21)<sup>1</sup>.

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<sup>1</sup>This criteria does not apply to students seeking a diploma in 2017-2018.

[The district will develop procedures to provide assessment options as described in the *Essential Skills and Local Performance Assessment Manual*, in the ELL student's language of origin for those ELL students who meet the criteria above, and will develop procedures to ensure that locally scored assessment options administered in an ELL student's language of origin are scored by a qualified rater.]

The district may not deny a student, who has the documented history of an inability to maintain grade level achievement due to significant learning and instructional barriers, or of a medical condition that creates a barrier to achievements, the opportunity to pursue a diploma with more stringent requirements than a modified diploma or an extended diploma for the sole reason the student has the documented history.

The district may award a modified diploma or an extended diploma to a student only upon the written consent of the student's parent or guardian. The district shall receive the written consent during the school year in which the modified diploma or the extended diploma is awarded. A student who is emancipated or has reached the age of 18 at the time the modified diploma or the extended diploma is awarded may sign the consent.

A student shall have the opportunity to satisfy the requirements for a modified diploma, an extended diploma or an alternative certificate in either four years after starting the ninth grade, or until the student reaches the age of 21, if the student is entitled to a public education until the age of 21 under state or federal law.

A student may satisfy the requirements for a modified diploma, an extended diploma or an alternative certificate in less than four years but not less than three years. In order to satisfy the requirements for a modified diploma, an extended diploma or an alternative certificate in less than four years, the student's parent or guardian or a student who is emancipated or has reached the age of 18 must provide written consent which clearly states the parent, guardian or student is waiving the fourth year and/or years until the student reaches the age of 21. A copy of the consent will be forwarded to the district superintendent who will annually report to the Superintendent of Public Instruction the number of such consents.

Beginning in grade five or after a documented history to qualify for an extended diploma has been established, the district will annually provide to the parents or guardians of the student, information about the availability and requirements of a modified diploma, an extended diploma and an alternative certificate.

A student who receives a modified diploma, an extended diploma or an alternative certificate will have the option of participating in a high school graduation ceremony with the student's class.

A student who receives a modified diploma, an extended diploma or an alternative certificate shall have access to individually designed instructional hours, hours of transition services and hours of other services that equals at least the total number of instructional hours that is required to be provided to students who are attending a public high school, unless reduced by the individualized education program (IEP) team.

The district will award to students with disabilities a document certifying successful completion of program requirements. No document issued to students with disabilities educated in full or in part in a special education program shall indicate that the document is issued by such a program. When a student who has an IEP completes high school, the district will give the student an individualized summary of performance.

Eligible students with disabilities are entitled to a Free Appropriate Public Education (FAPE) until the age of 21, even if they have earned a modified diploma, an extended diploma, an alternate certificate or completion of a General Education Development document. The continuance of services for students with disabilities for a modified diploma, an extended diploma or an alternative certificate is contingent on the IEP team determining the student's continued eligibility and special education services are needed.

Students and their parents will be notified of graduation and diploma requirements.

[The district will review graduation requirements biennially in conjunction with the secondary school improvement plan. Graduation requirements may be revised to address student performance.]

The district may not deny a diploma to a student who has opted out of the Smarter Balanced or alternate Oregon Extended Assessment if the student is able to satisfy all other requirements for the diploma. Students who opt-out will need to meet the Essential Skills graduation requirement using another approved assessment option.

The district will issue a high school diploma, upon request, to a person who served in the Armed Forces<sup>2</sup>, as specified in Oregon law, if the person was discharged or released under honorable conditions and has received either a General Educational Development, a post-secondary degree or has received a minimum score on the Armed Services Vocational Aptitude Battery.

The district shall establish conduct and discipline consequences for student-initiated test impropriety. "Student-initiated test impropriety" means student conduct that is inconsistent with the *Test Administration Manual* or accompanying guidance; or results in a score that is invalid.

END OF POLICY

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<sup>2</sup>The policy applies to any person who:

1. Served in the Armed Forces of the U.S. at any time during:
  - a. World War I;
  - b. World War II;
  - c. The Korean Conflict; or
  - d. The Vietnam War;
2. Served in the Armed Forces of the U.S. and was physically present in:
  - a. Operation Urgent Fury (Grenada);
  - b. Operation Just Cause (Panama);
  - c. Operation Desert Shield/Desert Storm (Persian Gulf War);
  - d. Operation Restore Hope (Somalia);
  - e. Operation Enduring Freedom (Afghanistan); or
  - f. Operation Iraqi Freedom (Iraq);
3. Served in the Armed Forces of the U.S. in an area designated as a combat zone by the President of the U.S.

**Legal Reference(s):**

[ORS 329.095](#)  
[ORS 329.451](#)  
[ORS 329.479](#)  
[ORS 332.107](#)  
[ORS 332.114](#)  
[ORS 338.115](#)  
[ORS 339.115](#)

[ORS 339.505](#)  
[ORS 343.295](#)  
  
[OAR 581-022-0615](#)  
[OAR 581-022-0617](#)  
[OAR 581-022-1130](#)  
[OAR 581-022-1131](#)

[OAR 581-022-1133](#)  
[OAR 581-022-1134](#)  
[OAR 581-022-1135](#)  
[OAR 581-022-1210](#)  
[OAR 581-022-1215](#)  
[OAR 581-022-1350](#)

*Test Administration Manual*, published by the OREGON DEPARTMENT OF EDUCATION (FEBRUARY 4, 2016).  
*Essential Skills and Performance Assessment Manual*, published by the OREGON DEPARTMENT OF EDUCATION (MARCH 17, 2016).

R4/28/166/27/17 | RS



# Oregon School Boards Association Selected Sample Policy

Code: **JEA**  
Adopted: **Rec. Adoption (Highly Recommended)**

## **Compulsory Attendance\*\***

Except when exempt by Oregon law, all students between ages 6 and 18 who have not completed the 12th grade are required to regularly attend a public full-time school during the entire school term.

All students five of age who have been enrolled in a public school are required to attend regularly while enrolled in the public school.

Persons having legal control of a student between the ages 6 and 18, who has not completed the 12th grade, are required to have the student attend and maintain the child in regular attendance during the school term. Persons having legal control of a student who is five years of age and has enrolled the child in a public school, are required to have the student attend and maintain the child in regular attendance during the school term.

Under the superintendent's direction and supervision, attendance supervisors shall monitor and report any violation of the compulsory attendance law to the superintendent or designee. Failure to send a student and to maintain a student in regular attendance is a Class C violation.

The district will develop procedures for issuing a citation.

A parent who is not supervising his/her student by requiring school attendance may also be in violation of Oregon Revised Statute (ORS) 163.577(1)(c). Failing to supervise a child is a Class A violation.

†In addition, under policy JHFDA - Suspension of Driving Privileges, the district may report students with 10 consecutive days unexcused absence or 15 cumulative days unexcused absences in a single semester to the Oregon Department of Transportation.†

### **Exemptions from Compulsory School Attendance**

In the following cases, students shall not be required to attend public schools full-time:

1. Students being taught in a private or parochial school in courses of study usually taught in kindergarten through grade 12 in the public schools, and in attendance for a period equivalent to that required of students attending public schools.
2. Students proving to the Board's satisfaction that they have acquired equivalent knowledge to that acquired in the courses of study taught in kindergarten through grade 12 in the public schools.
3. Students being taught, by a private teacher, the courses of study usually taught in kindergarten through grade 12 in the public school for a period equivalent to that required of students attending public schools.

4. Students being educated in the home by a parent:
  - a. ~~When~~ When a student is taught or is withdrawn from a public school to be taught by a parent or private teacher, the parent or teacher must notify the ~~Lane~~ Education Service District (ESD) in writing within 10 days of such occurrence. In addition, when a home-schooled student moves to a new ESD, the parent shall notify the new ESD in writing, within 10 days, of the intent to continue home schooling. The ESD superintendent shall acknowledge receipt of any notification in writing within 90 days of receipt of the notification. The ESD is to notify, at least annually, school districts of home-schooled students who reside in their district;
  - b. Each student being taught by a parent or private teacher shall be examined no later than August 15, following grades 3, 5, 8 and 10:
    - (1) If the student was withdrawn from public school, the first examination shall be administered at least 18 months after the date the student withdrew;
    - (2) If the student never attended public or private school, the first examination shall be administered prior to the end of grade 3;
    - (3) Procedures for home-schooled students with disabilities are set out in Oregon Administrative Rule (OAR) 581-021-0029.
  - c. Examinations testing each student shall be from the list of approved examinations from the State Board of Education;
  - d. The examination must be administered by a neutral individual qualified to administer tests on the approved list provided by the Oregon Department of Education;
  - e. The person administering the examination shall score the examination and report the results to the parent. Upon request of the ESD superintendent, the parent shall submit the results of the examination to the ESD;
  - f. All costs for the test instrument, administration and scoring are the responsibility of the parent;
  - g. In the event the ESD superintendent finds that the student is not showing satisfactory educational progress, the ESD superintendent shall provide the parent with a written statement of the reasons for the finding, based on the test results and shall follow the guidelines in Oregon Revised Statutes and Oregon Administrative Rules.
5. Students excluded from attendance as provided by law.
6. An exemption may be granted to the parent of any student 16 or 17 years of age who is lawfully employed full-time, or who is lawfully employed part-time and enrolled in school, a community college or an alternative education program as defined in ORS 336.615.
7. An exemption may be granted to any child who is an emancipated minor or who has initiated the procedure for emancipation under ORS 419B.550 to 419B.558.

END OF POLICY

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**Legal Reference(s):**

[ORS 153](#).018  
[ORS 163](#).577  
[ORS 336](#).615 to -336.665  
[ORS 339](#).010 to -339.090  
[ORS 339](#).095

[ORS 339](#).990  
[ORS 419B](#).550 to -419B.558  
[ORS 807](#).065  
[ORS 807](#).066

[OAR 581-021](#)-0026  
[OAR 581-021](#)-0029  
[OAR 581-021](#)-0071  
[OAR 581-021](#)-0077

HR144466/27/17 | PH

## Principal Recruitment Timeline

Task	Person(s) Responsible	Date Due	Completed (Date/By)
Gather information on HS Principal salary range: Cottage Grove, 4J and Springfield and comparable districts to put in to context (ones used in bargaining with LEA)	Michelle Stephens	7/31/17	
Gather job descriptions: Ceres (Does Ceres send somethin out?), Eugene, Springfield and create Job Description	Michelle Stephens	7/31/17	
Contact Greg McKenzie	Johnie	7/31/17	
Create Brochure (make sure brochure states it is a 2 year contract) and timeline	Michelle and Johnie with Walt input	12/6/17	
Letter to every high school principal in the state and Washington re: up and coming / excellent candidates and attach brochure to letter. (Does Ceres have a sample brochure?)	Creation of letter, Johnie with Walt input; Michelle to gather addresses and mail	12/6/17	
Letter to Admin programs in the state	Same as above (same letter)	12/6/17	
Email to Supts in the state	Same as above (same letter)	12/6/17	
Create Application Packet and requirements	Johnie, Michelle, Walt, Board	12/6/17	
Posting on EdZapp / COSA / LANE ESD and other state ESD's	Michelle	12/11/17	
Create questions for the Interview (1st draft)	Walt	1/22/18	
Create questions for the Interview (2nd draft)	Walt	2/5/18	
Receive Applications by 4:00 pm	Michelle	1/29/18	
App Screening (Walt will attend via Skype)	Walt, Johnie, Michelle, Kay	1/29/18	
Notify of candidates of Skype interview	Michelle	1/31/18	
Pre-Screen interview (skype)	Toni, Walt, Johnie, Michelle, Kay	2/5/18	
Reference check (Before 2nd Interview)	Michelle	2/5-9/18	
Notify of candidates of interview	Michelle	2/16/18	
Make travel arrangements	Michelle	2/17-25/18	

Interview	HS Teacher, Parent, classified staff, union (Each union to send one member to be on team,)Johnie, Walt, Michelle (Board is invited to observe but not as panel members)	3/9/18	
Decision and notificaton	Johnie	3/12-16/18	
Action by the Lowell School Board on March 19th with 2 year contract	School Board	3/19/18	

**Lundy Elementary Heating Fuel Purchases**

Lundy Elementary Square Footage: 38,062

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

Fiscal Year 2015-16					Fiscal Year 2016-17					Over/ (Under)
Delivered:	Gallons	Amount	Price/Gal	YTD Amt	Delivered:	Gallons	Amount	Price/Gal	YTD Amt	
9/22/2015	1,800	\$3,530.30	\$1.96	\$3,530.30						
				\$3,530.30	11/4/2016	1,500	\$2,791.92	\$1.86	\$2,791.92	(\$738.38)
1/4/2016	1,500	\$2,401.92	\$1.60	\$5,932.22	2/1/2017	2,200	\$4,402.81	\$2.00	\$7,194.73	\$1,262.51
3/10/2016	1,750	\$2,627.27		\$8,559.49	4/12/2017	4,000	\$8,166.00	\$2.04	\$15,360.73	\$6,801.24
Totals	5,050	\$8,559.49	\$1.69		Totals	7,700	\$15,360.73	\$1.99		\$6,801.24

# Lowell High School Heating Fuel Purchases

Lowell High School Square Footage: 27,966

Fiscal Year 2015-16					Fiscal Year 2016-17					Over/ (Under)
Delivered:	Gallons	Amount	Price/Gal	YTD Amt	Delivered:	Gallons	Amount	Price/Gal	YTD Amt	
9/22/2015	2,700	\$5,295.45	\$1.96	\$5,295.45						
				\$5,295.45	11/4/2016	3,000	\$5,583.83	\$1.86	\$5,583.83	\$288.38
1/4/2016	3,000	\$4,803.83	\$1.60	\$10,099.28	2/1/2017	2,300	\$4,602.94	\$2.00	\$10,186.77	\$87.49
				\$10,099.28	2/27/2017	4,000	\$8,086.01	\$2.02	\$18,272.78	\$8,173.50
3/10/2016	2,700	\$4,053.51	\$1.50	\$14,152.79					\$18,272.78	\$4,119.99
Totals	8,400	\$14,152.79	\$1.68		Totals	9,300	\$18,272.78	\$1.96		\$4,119.99

# **Lundy Elementary Electricity Costs**

Meter: 60122 (formerly 50288)

Lundy Buildings excluding Cafeteria and Professional Development Center

Fiscal Year 2015-16				Fiscal Year 2016-17				Over/ (Under)
End date	Usage	Amount	YTD Amt	End date	Usage	Amount	YTD	
8/16/2015	3,960	\$396.03	\$396.03	8/16/2016	4,680	\$477.44	\$477.44	\$81.41
9/16/2015	6,240	\$597.19	\$993.22	9/16/2016	6,680	\$658.39	\$1,135.83	\$142.61
10/16/2015	8,000	\$751.58	\$1,744.80	10/16/2016	8,000	\$777.81	\$1,913.64	\$168.84
11/16/2015	8,280	\$776.14	\$2,520.94	11/16/2016	10,077	\$962.38	\$2,876.02	\$355.08
12/16/2015	9,760	\$905.97	\$3,426.91	12/16/2016	10,440	\$998.57	\$3,874.59	\$447.68
1/16/2016	9,240	\$860.35	\$4,287.26	1/16/2017	10,520	\$1,005.80	\$4,880.39	\$593.13
2/16/2016	11,080	\$1,021.76	\$5,309.02	2/15/2017	12,520	\$1,186.75	\$6,067.14	\$758.12
3/16/2016	10,160	\$941.06	\$6,250.08	3/13/2017	9,920	\$951.52	\$7,018.66	\$768.58
4/16/2016	8,880	\$828.77	\$7,078.85	4/16/2017	10,800	\$1,031.14	\$8,049.80	\$970.95
5/16/2016	8,400	\$786.67	\$7,865.52	5/16/2017	9,040	\$871.91	\$8,921.71	\$1,056.19
6/16/2016	7,840	\$763.34	\$8,628.86	6/16/2017	7,960	\$782.89	\$9,704.60	\$1,075.74
7/16/2016	4,640	\$473.82	\$9,102.68	7/16/2017			\$9,704.60	
Totals	96,480	\$9,102.68		Totals	100,637	\$9,704.60		



# Lundy Elementary Electricity Costs

Meter: 71082

Lundy Cafeteria and Professional Development Center

Fiscal Year 2015-16				Fiscal Year 2016-17				Over/ (Under)
End date	Usage	Amount	YTD Amt	End date	Usage	Amount	YTD	
8/16/2015	3,160	\$317.77	\$317.77	8/16/2016	2,801	\$237.06	\$237.06	(\$80.71)
9/16/2015	2,876	\$289.81	\$607.58	9/16/2016	2,912	\$244.73	\$481.79	(\$125.79)
10/16/2015	2,669	\$269.44	\$877.02	10/16/2016	2,581	\$221.84	\$703.63	(\$173.39)
11/16/2015	2,504	\$247.74	\$1,124.76	11/16/2016	2,860	\$241.14	\$944.77	(\$179.99)
12/16/2015	2,605	\$257.45	\$1,382.21	12/16/2016	2,893	\$243.42	\$1,188.19	(\$194.02)
1/16/2016	2,329	\$240.71	\$1,622.92	1/16/2017	2,550	\$219.70	\$1,407.89	(\$215.03)
2/15/2016	2,544	\$261.69	\$1,884.61	2/15/2017	3,359	\$275.64	\$1,683.53	(\$201.08)
3/16/2016	2,691	\$229.45	\$2,114.06	3/15/2017	2,823	\$238.58	\$1,922.11	(\$191.95)
4/16/2016	2,687	\$229.17	\$2,343.23	4/16/2017	3,343	\$274.54	\$2,196.65	(\$146.58)
5/16/2016	2,547	\$219.49	\$2,562.72	5/16/2017	3,290	\$270.87	\$2,467.52	(\$95.20)
6/16/2016	2,662	\$227.44	\$2,790.16	6/16/2017	3,463	\$282.84	\$2,750.36	(\$39.80)
7/16/2016	2,559	\$220.32	\$3,010.48	7/16/2017			\$2,750.36	
Totals	31,833	\$3,010.48		Totals	32,875	\$2,750.36		

## Lowell High School Electricity Costs

Meters: 61924, 82389 (was 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 2015-16				Fiscal Year 2016-17				Over/ (Under)
End date	Usage	Amount	YTD	End date	Usage	Amount	YTD	
8/16/2015	5,350	\$566.00	\$566.00	8/16/2016	6,580	\$590.57	\$590.57	\$24.57
9/16/2015	8,432	\$859.01	\$1,425.01	9/16/2016	9,115	\$847.07	\$1,437.64	\$12.63
10/16/2015	14,991	\$1,416.00	\$2,841.01	10/16/2016	10,737	\$899.36	\$2,337.00	(\$504.01)
11/16/2015	13,780	\$1,299.03	\$4,140.04	11/16/2016	12,488	\$1,023.53	\$3,360.53	(\$779.51)
12/16/2015	15,072	\$1,414.11	\$5,554.15	12/16/2016	13,405	\$1,107.96	\$4,468.49	(\$1,085.66)
1/16/2016	12,523	\$1,216.29	\$6,770.44	1/16/2017	13,852	\$1,150.16	\$5,618.65	(\$1,151.79)
2/15/2016	12,432	\$1,221.62	\$7,992.06	2/15/2017	15,030	\$1,227.66	\$6,846.31	(\$1,145.75)
3/16/2016	8,320	\$618.73	\$8,610.79	3/15/2017	12,097	\$1,008.41	\$7,854.72	(\$756.07)
4/16/2016	10,843	\$894.20	\$9,504.99	4/16/2017	12,345	\$1,021.51	\$8,876.23	(\$628.76)
5/16/2016	10,728	\$882.38	\$10,387.37	5/16/2017	12,257	\$1,020.25	\$9,896.48	(\$490.89)
6/16/2016	11,683	\$976.20	\$11,363.57	6/16/2017	11,306	\$949.74	\$10,846.22	(\$517.35)
7/16/2016	6,416	\$581.14	\$11,944.71	7/16/2017			\$10,846.22	
Totals	130,570	\$11,944.71		Totals	129,212	\$10,846.22		

**BCA-Transportation Complex Electricity Costs**

Meters: 71275, 70521, 60849, 71274, 71283, 71272, 71273

Includes: 2021, 80, 2314, 2005, 2003, 2017, 2506

Fiscal Year 2016-17			
End date	Usage	Amount	YTD
8/16/2016	3,457	\$549.54	\$549.54
9/16/2016	7,242	\$811.43	\$1,360.97
10/16/2016	6,669	\$683.19	\$2,044.16
11/16/2016	8,198	\$878.78	\$2,922.94
12/16/2016	12,194	\$1,183.57	\$4,106.51
1/16/2017	20,720	\$1,796.30	\$5,902.81
2/16/2017	18,146	\$1,598.28	\$7,501.09
3/15/2017	13,679	\$1,277.41	\$8,778.50
4/16/2017	11,928	\$1,148.43	\$9,926.93
5/16/2017	9,191	\$950.19	\$10,877.12
6/16/2017	5,637	\$690.47	\$11,567.59
7/16/2017			\$11,567.59
Totals	117,061	\$11,567.59	

**Mountain View Charter School**  
**2016-17 General Fund Financial Summary**  
June 30, 2017

\*\*\*DRAFT\*\*\*

	Budget	Actual: Jul-Jun		Projected:		Projected for Year	Over/(Under) Budget	
<b>Resources</b>								
State School Fund	700,837	743,620	106.1%		0.0%	743,620	42,783	6.1%
Donations		1,693				1,693	1,693	
Out of District Incentive	12,600	13,125	104.2%		0.0%	13,125	525	4.2%
District Reimbursement	2,500	2,237			0.0%	2,237	(263)	
Interest/Other Income		4,217				4,217	4,217	
Total Revenues	715,937	764,892	106.8%	-	0.0%	764,892	48,955	6.8%
Beginning Fund Balance	10,149	9,603	94.6%	-		9,603	(546)	-5.4%
Total Resources	726,086	774,495	106.7%	-	0.0%	774,495	48,409	6.7%
<b>Requirements</b>								
Salaries	390,740	39,230	10.0%		0.0%	39,230	(351,509)	-90.0%
Benefits	156,210	17,316	11.1%		0.0%	17,316	(138,894)	-88.9%
Purchased Services	128,234	623,629	486.3%		0.0%	623,629	495,395	386.3%
Supplies and Materials	29,151	22,827	78.3%		0.0%	22,827	(6,324)	-21.7%
Capital Outlay		-				-	-	-
Other	5,250	6,460	123.1%		0.0%	6,460	1,210	23.1%
Transfers		-				-	-	
Total Expenditures	709,585	709,462	100.0%	-	0.0%	709,462	(122)	0.0%
Contingency/Carryover	16,501	65,032	394.1%	-	0.0%	65,032	48,531	294.1%
Total Requirements	726,086	774,495	106.7%	-	0.0%	774,495	48,409	6.7%

(1) Student enrollment budgeted at 127; as of 6/30/17 there are 131 enrolled.

(2) Overbudget due to additional educational assistant not budgeted; offset by savings from PACT agreement.

(3) Projected carryover is 8.4% of total resources.

**Mountain View Charter School**  
**2016-17 Activity Fund Financial Summary**  
**June 30, 2017**

	Budget	Actual: Jul-Jun	Projected:	Projected for Year	Over/(Under) Budget
<b>Resources</b>					
Activity Fees	32,500	34,939		34,939	2,439
<b>Total Revenues</b>	<b>32,500</b>	<b>34,939</b>	-	<b>34,939</b>	<b>2,439</b>
Beginning Fund Balance					
<b>Total Resources</b>	<b>32,500</b>	<b>34,939</b>	-	<b>34,939</b>	<b>2,439</b>
<b>Requirements</b>					
Salaries					
Benefits					
Purchased Services					
Supplies and Materials	32,500	34,593		34,593	2,093
Capital Outlay					
Other		345		345	345
Transfers					
<b>Total Expenditures</b>	<b>32,500</b>	<b>34,938</b>	-	<b>34,938</b>	<b>2,438</b>
Contingency/Carryover	-	1		1	1
<b>Total Requirements</b>	<b>32,500</b>	<b>34,939</b>	-	<b>34,939</b>	<b>2,439</b>

**Mountain View Charter School**  
**2016-17 ODE Grant Fund Financial Summary**  
June 30, 2017

	Budget	Actual: Jul-Jun	Projected:	Projected for Year	Over/(Under) Budget
<b>Resources</b>					
Grant Funds	450,000	274,077		274,077	(175,923)
<b>Total Revenues</b>	<b>450,000</b>	<b>274,077</b>	-	<b>274,077</b>	<b>(175,923)</b>
Beginning Fund Balance					
<b>Total Resources</b>	<b>450,000</b>	<b>274,077</b>	-	<b>274,077</b>	<b>(175,923)</b>
<b>Requirements</b>					
Salaries		7,661		7,661	7,661
Benefits		1,339		1,339	1,339
Purchased Services	24,852	2,540		2,540	(22,312)
Supplies and Materials	425,148	262,538		253,538	(171,610)
Capital Outlay					
Other				-	-
Transfers					
<b>Total Expenditures</b>	<b>450,000</b>	<b>274,077</b>	-	<b>265,077</b>	<b>(184,923)</b>
Contingency/Carryover	-	-		9,000	9,000
<b>Total Requirements</b>	<b>450,000</b>	<b>274,077</b>	-	<b>274,077</b>	<b>(175,923)</b>

2015-16 Spending = \$128,511 leaving approximately \$45,000 remaining to be spent.

**Mountain View Charter School**  
**2016-17 Parent Fundraising Fund Financial Summary**  
June 30, 2017

	Budget	Actual: Jul-Jun	Projected:	Projected for Year	Over/(Under) Budget
<b>Resources</b>					
Fundraising		10,613		10,613	10,613
Donations		205		205	
<b>Total Revenues</b>		<b>10,818</b>	-	<b>10,818</b>	<b>10,613</b>
Beginning Fund Balance	2,322	2,322		2,322	
<b>Total Resources</b>		<b>13,140</b>	-	<b>13,140</b>	<b>10,613</b>
<b>Requirements</b>					
Salaries					
Benefits					
Purchased Services					
Supplies and Materials		6,534		6,534	6,534
Capital Outlay					
Other				-	-
Transfers					
<b>Total Expenditures</b>		<b>6,534</b>	-	<b>6,534</b>	<b>6,534</b>
Contingency/Carryover		6,606		6,606	4,079
<b>Total Requirements</b>		<b>13,140</b>	-	<b>13,140</b>	<b>10,613</b>

**Mt. View Academy**  
**Balance Sheet**  
As of June 30, 2017

	Jun 30, 17
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
100-101 - Banner Checking	70,061.62
Total Checking/Savings	70,061.62
Accounts Receivable	
210-141 - ODE Grant Receivable	24,994.50
Total Accounts Receivable	24,994.50
Other Current Assets	
100-132 - Interfund Receivable	24,994.50
100-153 - Other Receivable	2,236.80
100-181 - Prepaid Expense	1,920.92
200-181 - Prepaid Expense	2,427.61
Total Other Current Assets	31,579.83
Total Current Assets	126,635.95
<b>TOTAL ASSETS</b>	<b>126,635.95</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
Current Liabilities	
Other Current Liabilities	
100-471.005 WBF Assess Emp	5.53
100-473.001 PERS	2,299.13
100-473.002 PERS Pickup	782.01
100-473.003 Health Ins ER	1,419.00
100-481 Deferred Revenue	25,341.66
210-402 - Interfund Payable	24,994.50
24000 - Payroll Liabilities	195.93
Total Other Current Liabilities	55,037.76
Total Current Liabilities	55,037.76
Total Liabilities	55,037.76
<b>Equity</b>	
100 - 5400 - Beg. Fund Balance	956.59
200 - 5400 - Beg. Fund Balance	1,033.58
32000 - Unrestricted Net Assets	9,934.02
Net Income	59,674.00
Total Equity	71,598.19
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>126,635.95</b>



**Mt. View Academy**  
**Profit & Loss**  
 July 2016 through June 2017

	Jul 16	Aug 16	Sep 16	Oct 16	Nov 16	Dec 16	Jan 17
<b>Income</b>							
<b>100 - Revenues</b>							
1510 - Interest Income	169.92	147.53	209.43	0.00	0.00	277.63	367.78
1920 - Donations	693.00	0.00	0.00	0.00	0.00	1,000.00	0.00
1990 - Other Income							
1991 -Out of District Incentive	0.00	0.00	0.00	0.00	0.00	0.00	13,125.00
1992 - District Reimbursements	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1990 - Other Income - Other	0.00	0.00	0.00	0.00	450.00	0.00	0.00
<b>Total 1990 - Other Income</b>	0.00	0.00	0.00	0.00	450.00	0.00	13,125.00
3101 - State School Fund Grant	0.00	102,196.00	85,229.00	0.00	62,283.00	62,280.00	62,127.00
<b>Total 100 - Revenues</b>	862.92	102,343.53	85,438.43	0.00	62,733.00	63,557.63	75,619.78
<b>200 - Special Revenues</b>							
1740 - Fees	22,232.00	3,615.00	5,050.00	597.00	383.00	100.00	465.00
1990 - Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total 200 - Special Revenues</b>	22,232.00	3,615.00	5,050.00	597.00	383.00	100.00	465.00
<b>210 - ODE Grant Award</b>							
3299 - Reimbursements	42,722.81	39,754.83	0.00	89,978.61	52,529.78	2,655.87	818.42
<b>Total 210 - ODE Grant Award</b>	42,722.81	39,754.83	0.00	89,978.61	52,529.78	2,655.87	818.42
<b>220 - Parent Fundraising</b>							
1760 - Fundraising	0.00	0.00	0.00	30.00	706.80	737.47	3,738.77
1920 - Donations	0.00	0.00	0.00	0.00	205.00	0.00	0.00
<b>Total 220 - Parent Fundraising</b>	0.00	0.00	0.00	30.00	911.80	737.47	3,738.77
<b>Total Income</b>	65,817.73	145,713.36	90,488.43	90,605.61	116,557.58	67,050.97	80,641.97
<b>Gross Profit</b>	65,817.73	145,713.36	90,488.43	90,605.61	116,557.58	67,050.97	80,641.97
<b>Expense</b>							
<b>100 - Expenditures</b>							
<b>1111 - Elementary</b>							
111 - Licensed Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00
112 - Classified Salaries	0.00	235.00	0.00	0.00	0.00	0.00	0.00
121 - Substitute - Licensed	0.00	0.00	0.00	1,480.50	28.20	169.20	0.00
211 - PERS	0.00	41.45	0.00	0.00	0.00	0.00	0.00
220 - FICA	0.00	17.98	0.00	114.71	2.15	12.94	0.00
231 - Workers' Compensation	0.00	1.50	0.00	7.85	0.15	0.90	0.00
232 - Unemployment Insurance	0.00	6.11	0.00	38.50	0.74	4.40	0.00
241 - Health Insurance	64.00	0.00	64.00	237.69	0.00	29.44	0.00
310 - Instructional Services	0.00	0.00	22,111.90	22,171.13	22,248.75	22,221.21	22,278.48
389 - Instructional Assistants	0.00	0.00	1,316.74	2,811.65	3,318.76	2,781.65	1,070.62
410 - Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
420 - Textbooks	2,364.20	2,522.51	573.00	1,432.17	11.45	5,269.25	30.33
<b>Total 1111 - Elementary</b>	2,428.20	2,824.55	24,065.64	28,294.20	25,610.20	30,488.99	23,379.43

**Mt. View Academy**  
**Profit & Loss**  
**July 2016 through June 2017**

	Jul 16	Aug 16	Sep 16	Oct 16	Nov 16	Dec 16	Jan 17
<b>1121 - Middle/Junior High</b>							
111 - Licensed Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00
121 - Substitute - Licensed	0.00	0.00	0.00	394.80	0.00	0.00	0.00
220 - FICA	0.00	0.00	0.00	28.77	0.00	0.00	0.00
231 - Workers' Compensation	0.00	0.00	0.00	2.10	0.00	0.00	0.00
232 - Unemployment Insurance	0.00	0.00	0.00	10.26	0.00	0.00	0.00
241 - Health Insurance	0.00	0.00	0.00	33.50	0.00	19.48	0.00
310 - Instructional Services	0.00	0.00	10,867.33	11,137.52	11,068.59	11,044.05	10,884.80
389 - Instructional Assistants	0.00	0.00	232.37	0.00	0.00	0.00	0.00
410 - Supplies	0.00	21.94	0.00	0.00	0.00	0.00	0.00
420 - Textbooks	259.09	0.00	102.54	0.00	0.00	680.73	361.29
<b>Total 1121 - Middle/Junior High</b>	<b>259.09</b>	<b>21.94</b>	<b>11,202.24</b>	<b>11,606.95</b>	<b>11,068.59</b>	<b>11,744.26</b>	<b>11,246.09</b>
<b>2130 - Health Services</b>							
410 - Supplies	0.00	0.00	105.46	0.00	0.00	28.01	0.00
<b>Total 2130 - Health Services</b>	<b>0.00</b>	<b>0.00</b>	<b>105.46</b>	<b>0.00</b>	<b>0.00</b>	<b>28.01</b>	<b>0.00</b>
<b>2240 - Professional Development</b>							
312 - Instructional Prog. Impr.	0.00	233.26	0.00	0.00	79.21	608.97	97.01
318 - Non-instructional Prg Imp	0.00	0.00	347.49	0.00	0.00	175.83	137.24
<b>Total 2240 - Professional Development</b>	<b>0.00</b>	<b>233.26</b>	<b>347.49</b>	<b>0.00</b>	<b>79.21</b>	<b>784.80</b>	<b>234.25</b>
<b>2310 - Board of Education</b>							
340 - Travel/Conferences	0.00	0.00	0.00	0.00	0.00	0.00	0.00
410 - Supplies	0.00	0.00	0.00	0.00	19.68	0.00	0.00
651 - Liability Insurance	0.00	4,891.00	-14.00	0.00	0.00	0.00	0.00
<b>Total 2310 - Board of Education</b>	<b>0.00</b>	<b>4,891.00</b>	<b>-14.00</b>	<b>0.00</b>	<b>19.68</b>	<b>0.00</b>	<b>0.00</b>
<b>2321 - Executive Administration</b>							
113 - Administrative Salaries	0.00	0.00	2,833.33	2,833.33	2,833.33	2,833.33	2,833.33
114 - Managerial-Confidential	577.50	645.00	0.00	0.00	0.00	0.00	0.00
211 - PERS	101.87	113.78	499.80	491.59	499.80	516.21	499.80
220 - FICA	44.19	49.34	216.76	216.75	216.74	216.76	216.75
231 - Workers' Compensation	3.36	3.76	15.34	15.19	15.20	14.91	13.92
232 - Unemployment Insurance	15.01	16.78	73.67	73.66	73.67	73.66	34.00
241 - Health Insurance	223.50	212.50	511.00	500.00	323.00	441.00	618.00
340 - Travel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
353 - Postage	0.00	5.71	54.76	66.00	14.05	0.00	61.45
354 - Advertising	0.00	0.00	0.00	0.00	0.00	0.00	0.00
389 - Admin Professional Svcs	0.00	0.00	2,375.42	2,601.14	2,663.71	2,311.02	1,254.15
390 - PACT Payroll Services	0.00	0.00	2,595.48	2,717.68	2,739.37	2,738.86	2,718.67
410 - Supplies	0.00	71.98	426.64	135.99	197.14	633.69	1,183.04
640 - Dues and Fees	0.00	0.00	556.25	134.00	0.00	232.82	0.00
<b>Total 2321 - Executive Administration</b>	<b>965.43</b>	<b>1,118.85</b>	<b>10,158.45</b>	<b>9,785.33</b>	<b>9,576.01</b>	<b>10,012.26</b>	<b>9,433.11</b>

**Mt. View Academy**  
**Profit & Loss**  
 July 2016 through June 2017

	Jul 16	Aug 16	Sep 16	Oct 16	Nov 16	Dec 16	Jan 17
<b>2520 - Fiscal Services</b>							
389 - Other Professional Svcs	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	3,116.67
640 - Dues and Fees	0.00	65.00	0.00	0.00	0.00	0.00	200.00
<b>Total 2520 - Fiscal Services</b>	<b>1,666.67</b>	<b>1,731.67</b>	<b>1,666.67</b>	<b>1,666.67</b>	<b>1,666.67</b>	<b>1,666.67</b>	<b>3,316.67</b>
<b>2542 - Building Maintenance</b>							
321 - Cleaning Services	0.00	0.00	540.00	0.00	350.00	180.00	0.00
322 - Repair and Maintenance	0.00	0.00	40.05	0.00	0.00	0.00	0.00
324 - Rentals	3,975.00	7,725.00	5,850.00	5,850.00	5,850.00	5,850.00	5,850.00
325 - Electricity	141.50	154.91	223.72	255.56	276.16	368.01	820.51
351 - Telephone	132.27	122.28	96.33	96.98	226.87	91.87	86.87
410 - Supplies	0.00	0.00	0.00	80.97	600.39	199.58	74.41
460 - Non-consumables	0.00	0.00	206.84	0.00	0.00	0.00	75.98
653 - Property Insurance	0.00	0.00	0.00	0.00	443.00	0.00	0.00
<b>Total 2542 - Building Maintenance</b>	<b>4,248.77</b>	<b>8,002.19</b>	<b>6,956.94</b>	<b>6,283.51</b>	<b>7,746.42</b>	<b>6,689.46</b>	<b>6,907.77</b>
<b>2550 - Transportation</b>							
352 - Student transportation	0.00	0.00	0.00	0.00	0.00	0.00	635.62
<b>Total 2550 - Transportation</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>635.62</b>
<b>2574 - Printing Services</b>							
324 - Copier Rental	178.00	178.00	177.99	178.00	178.00	391.00	0.00
355 - Printing	53.65	0.00	305.28	194.52	51.58	0.00	393.43
<b>Total 2574 - Printing Services</b>	<b>231.65</b>	<b>178.00</b>	<b>483.27</b>	<b>372.52</b>	<b>229.58</b>	<b>391.00</b>	<b>393.43</b>
<b>2661 - Technology Services</b>							
359 - Communication Services	131.99	138.99	589.99	710.00	400.00	429.00	458.00
470 - Computer Software	39.50	0.00	60.00	0.00	0.00	17.91	30.00
640 - Dues & Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total 2661 - Technology Services</b>	<b>171.49</b>	<b>138.99</b>	<b>649.99</b>	<b>710.00</b>	<b>400.00</b>	<b>446.91</b>	<b>488.00</b>
<b>Total 100 - Expenditures</b>	<b>9,971.30</b>	<b>19,140.45</b>	<b>55,622.15</b>	<b>58,719.18</b>	<b>56,396.36</b>	<b>62,252.36</b>	<b>56,034.37</b>
<b>200 - Activity Expenditures</b>							
1111 - Elementary							
410 - Supplies	4,734.27	2,122.76	3,604.59	2,960.13	2,383.37	3,751.93	2,880.47
640 - Dues & Fees	0.00	7.15	44.66	7.45	0.00	0.00	8.43
<b>Total 1111 - Elementary</b>	<b>4,734.27</b>	<b>2,129.91</b>	<b>3,649.25</b>	<b>2,967.58</b>	<b>2,383.37</b>	<b>3,751.93</b>	<b>2,888.90</b>
<b>Total 200 - Activity Expenditures</b>	<b>4,734.27</b>	<b>2,129.91</b>	<b>3,649.25</b>	<b>2,967.58</b>	<b>2,383.37</b>	<b>3,751.93</b>	<b>2,888.90</b>

**Mt. View Academy**  
**Profit & Loss**  
 July 2016 through June 2017

	Jul 16	Aug 16	Sep 16	Oct 16	Nov 16	Dec 16	Jan 17
210 - ODE Grant Expenses							
2210 - ODE Grant Expenses							
111 - Licensed Salaries	0.00	2,289.15	881.47	0.00	0.00	858.50	2,902.50
211 - PERS	0.00	327.45	155.49	0.00	0.00	20.59	0.00
220 - FICA	0.00	175.14	67.44	0.00	0.00	65.66	222.04
231 - Workers' Compensation	0.00	12.31	4.72	0.00	0.00	6.16	21.83
232 - Unemployment Insurance	0.00	59.52	22.92	0.00	0.00	22.33	75.46
312 - Instructional Prog. Impr.	0.00	0.00	0.00	800.00	0.00	0.00	0.00
340 - Travel	0.00	0.00	0.00	0.00	839.60	0.00	0.00
410 - Supplies	12,807.89	2,265.98	389.39	2,196.01	1,156.57	671.59	3,006.35
420 - Curriculum	0.00	6,419.52	8,846.78	115.60	264.96	-5,249.37	149.67
460 - Non-consumables	-5,970.00	6,349.97	7,422.78	4,361.09	0.00	2,757.27	0.00
480 - Computer Hardware	53,866.00	50,392.14	49,343.94	23,138.88	6,726.50	5,136.12	2,676.71
Total 2210 - ODE Grant Expenses	60,703.89	68,291.18	67,134.93	30,611.58	8,987.63	4,288.85	9,054.56
Total 210 - ODE Grant Expenses	60,703.89	68,291.18	67,134.93	30,611.58	8,987.63	4,288.85	9,054.56
220 - Parent Fundraising Exp.							
1111 - Elementary							
410 - Supplies	0.00	0.00	0.00	0.00	0.00	0.00	5,479.38
Total 1111 - Elementary	0.00	0.00	0.00	0.00	0.00	0.00	5,479.38
Total 220 - Parent Fundraising Exp.	0.00	0.00	0.00	0.00	0.00	0.00	5,479.38
66000 - Payroll Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	75,409.46	89,561.54	126,406.33	92,298.34	67,767.36	70,293.14	73,457.21
Net Income	-9,591.73	56,151.82	-35,917.90	-1,692.73	48,790.22	-3,242.17	7,184.76

**Mt. View Academy**  
**Profit & Loss**  
 July 2016 through June 2017

	Feb 17	Mar 17	Apr 17	May 17	Jun 17	TOTAL
<b>Income</b>						
<b>100 - Revenues</b>						
1510 - Interest Income	83.10	5.91	7.68	0.00	42.91	1,311.89
1920 - Donations	0.00	0.00	0.00	0.00	0.00	1,693.00
1990 - Other Income						
1991 - Out of District Incentive	0.00	0.00	0.00	0.00	0.00	13,125.00
1992 - District Reimbursements	0.00	0.00	0.00	0.00	2,236.80	2,236.80
1990 - Other Income - Other	0.00	0.00	0.00	750.00	1,704.92	2,904.92
<b>Total 1990 - Other Income</b>	0.00	0.00	0.00	750.00	3,941.72	18,266.72
<b>3101 - State School Fund Grant</b>	62,088.00	62,065.00	62,118.00	175,000.00	8,234.00	743,620.00
<b>Total 100 - Revenues</b>	62,171.10	62,070.91	62,125.68	175,750.00	12,218.63	764,891.61
<b>200 - Special Revenues</b>						
1740 - Fees	175.00	180.00	110.00	195.00	0.00	33,102.00
1990 - Miscellaneous	0.00	284.75	499.00	977.98	75.50	1,837.23
<b>Total 200 - Special Revenues</b>	175.00	464.75	609.00	1,172.98	75.50	34,939.23
<b>210 - ODE Grant Award</b>						
3299 - Reimbursements	0.00	0.00	0.00	20,622.28	24,994.50	274,077.10
<b>Total 210 - ODE Grant Award</b>	0.00	0.00	0.00	20,622.28	24,994.50	274,077.10
<b>220 - Parent Fundraising</b>						
1760 - Fundraising	204.00	752.09	205.50	884.77	3,353.75	10,613.15
1920 - Donations	0.00	0.00	0.00	0.08	0.00	205.08
<b>Total 220 - Parent Fundraising</b>	204.00	752.09	205.50	884.85	3,353.75	10,818.23
<b>Total Income</b>	62,550.10	63,287.75	62,940.18	198,430.11	40,642.38	1,084,726.17
<b>Gross Profit</b>	62,550.10	63,287.75	62,940.18	198,430.11	40,642.38	1,084,726.17
<b>Expense</b>						
<b>100 - Expenditures</b>						
<b>1111 - Elementary</b>						
111 - Licensed Salaries	0.00	0.00	0.00	0.00	0.00	0.00
112 - Classified Salaries	0.00	0.00	0.00	0.00	0.00	235.00
121 - Substitute - Licensed	0.00	0.00	0.00	0.00	0.00	1,677.90
211 - PERS	0.00	0.00	0.00	0.00	0.00	41.45
220 - FICA	0.00	0.00	0.00	0.00	0.00	147.78
231 - Workers' Compensation	0.00	0.00	0.00	0.00	0.00	10.40
232 - Unemployment Insurance	0.00	0.00	0.00	0.00	0.00	49.75
241 - Health Insurance	0.00	0.00	0.00	0.00	0.00	395.13
310 - Instructional Services	23,248.15	22,764.63	22,473.08	22,430.66	76,742.85	278,690.84
389 - Instructional Assistants	3,862.73	3,013.49	2,762.36	3,423.35	4,816.95	29,178.30
410 - Supplies	0.00	0.00	0.00	0.00	0.00	0.00
420 - Textbooks	115.10	0.00	49.52	0.00	0.00	12,367.53
<b>Total 1111 - Elementary</b>	27,225.98	25,778.12	25,284.96	25,854.01	81,559.80	322,794.08

**Mt. View Academy**  
**Profit & Loss**  
 July 2016 through June 2017

	Feb 17	Mar 17	Apr 17	May 17	Jun 17	TOTAL
<b>1121 - Middle/Junior High</b>						
111 - Licensed Salaries	0.00	0.00	0.00	0.00	0.00	0.00
121 - Substitute - Licensed	0.00	0.00	0.00	0.00	0.00	394.80
220 - FICA	0.00	0.00	0.00	0.00	0.00	28.77
231 - Workers' Compensation	0.00	0.00	0.00	0.00	0.00	2.10
232 - Unemployment Insurance	0.00	0.00	0.00	0.00	0.00	10.26
241 - Health Insurance	0.00	0.00	0.00	0.00	0.00	52.98
310 - Instructional Services	10,874.28	10,873.58	10,884.96	11,257.33	38,428.50	137,320.94
389 - Instructional Assistants	0.00	0.00	0.00	0.00	0.00	232.37
410 - Supplies	0.00	0.00	0.00	0.00	0.00	21.94
420 - Textbooks	0.00	444.17	0.00	0.00	0.00	1,847.82
<b>Total 1121 - Middle/Junior High</b>	<b>10,874.28</b>	<b>11,317.75</b>	<b>10,884.96</b>	<b>11,257.33</b>	<b>38,428.50</b>	<b>139,911.98</b>
<b>2130 - Health Services</b>						
410 - Supplies	0.00	31.52	0.00	0.00	0.00	164.99
<b>Total 2130 - Health Services</b>	<b>0.00</b>	<b>31.52</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>164.99</b>
<b>2240 - Professional Development</b>						
312 - Instructional Prog. Impr.	277.00	2,000.00	970.66	283.48	291.99	4,841.58
318 - Non-instructional Prg Imp	0.00	0.00	0.00	86.88	0.00	747.44
<b>Total 2240 - Professional Development</b>	<b>277.00</b>	<b>2,000.00</b>	<b>970.66</b>	<b>370.36</b>	<b>291.99</b>	<b>5,589.02</b>
<b>2310 - Board of Education</b>						
340 - Travel/Conferences	0.00	0.00	0.00	260.00	0.00	260.00
410 - Supplies	69.27	25.75	0.00	0.00	0.00	114.70
651 - Liability Insurance	0.00	0.00	0.00	0.00	0.00	4,877.00
<b>Total 2310 - Board of Education</b>	<b>69.27</b>	<b>25.75</b>	<b>0.00</b>	<b>260.00</b>	<b>0.00</b>	<b>5,251.70</b>
<b>2321 - Executive Administration</b>						
113 - Administrative Salaries	2,833.33	2,833.33	2,833.33	2,833.33	10,200.19	35,700.16
114 - Managerial-Confidential	0.00	0.00	0.00	0.00	0.00	1,222.50
211 - PERS	499.80	499.79	499.79	499.80	1,799.31	6,521.34
220 - FICA	216.75	216.75	216.75	216.75	780.31	2,824.60
231 - Workers' Compensation	15.05	15.37	15.01	15.26	329.83	472.20
232 - Unemployment Insurance	34.00	34.00	34.00	34.00	122.40	618.85
241 - Health Insurance	473.00	473.00	473.00	473.00	1,419.00	6,140.00
340 - Travel	0.00	0.00	0.00	185.00	0.00	185.00
353 - Postage	62.60	98.00	98.00	49.00	180.87	690.44
354 - Advertising	1,686.80	0.00	23.11	0.00	580.00	2,289.91
389 - Admin Professional Svcs	2,957.86	2,525.32	2,013.32	2,661.38	4,317.22	25,680.54
390 - PACT Payroll Services	2,933.23	2,745.22	2,662.65	2,797.20	8,828.58	33,476.94
410 - Supplies	125.15	691.45	230.44	303.67	501.44	4,500.63
640 - Dues and Fees	0.00	99.00	0.00	38.00	5.40	1,065.47
<b>Total 2321 - Executive Administration</b>	<b>11,837.57</b>	<b>10,231.23</b>	<b>9,099.40</b>	<b>10,106.39</b>	<b>29,064.55</b>	<b>121,388.58</b>

**Mt. View Academy**  
**Profit & Loss**  
 July 2016 through June 2017

	Feb 17	Mar 17	Apr 17	May 17	Jun 17	TOTAL
<b>2520 - Fiscal Services</b>						
389 - Other Professional Svcs	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	21,450.04
640 - Dues and Fees	0.00	0.00	0.00	0.00	0.00	265.00
<b>Total 2520 - Fiscal Services</b>	<b>1,666.67</b>	<b>1,666.67</b>	<b>1,666.67</b>	<b>1,666.67</b>	<b>1,666.67</b>	<b>21,715.04</b>
<b>2542 - Building Maintenance</b>						
321 - Cleaning Services	270.00	300.00	190.00	180.00	320.00	2,330.00
322 - Repair and Maintenance	0.00	0.00	0.00	0.00	0.00	40.05
324 - Rentals	5,850.00	5,850.00	5,850.00	5,850.00	5,850.00	70,200.00
325 - Electricity	494.65	374.92	152.24	422.06	250.21	3,934.45
351 - Telephone	86.86	57.74	0.00	45.76	21.81	1,065.64
410 - Supplies	0.00	0.00	0.00	0.00	173.00	1,128.35
460 - Non-consumables	0.00	0.00	0.00	0.00	108.96	391.78
653 - Property Insurance	0.00	0.00	0.00	0.00	0.00	443.00
<b>Total 2542 - Building Maintenance</b>	<b>6,701.51</b>	<b>6,582.66</b>	<b>6,192.24</b>	<b>6,497.82</b>	<b>6,723.98</b>	<b>79,533.27</b>
<b>2550 - Transportation</b>						
352 - Student transportation	0.00	0.00	0.00	0.00	0.00	635.62
<b>Total 2550 - Transportation</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>635.62</b>
<b>2574 - Printing Services</b>						
324 - Copier Rental	178.00	178.00	178.00	518.00	621.00	2,953.99
355 - Printing	296.21	178.27	267.06	0.00	673.66	2,413.66
<b>Total 2574 - Printing Services</b>	<b>474.21</b>	<b>356.27</b>	<b>445.06</b>	<b>518.00</b>	<b>1,294.66</b>	<b>5,367.65</b>
<b>2661 - Technology Services</b>						
359 - Communication Services	429.00	429.00	429.00	400.00	466.06	5,011.03
470 - Computer Software	15.00	15.00	30.00	0.00	1,856.94	2,064.35
640 - Dues & Fees	0.00	0.00	0.00	0.00	75.00	75.00
<b>Total 2661 - Technology Services</b>	<b>444.00</b>	<b>444.00</b>	<b>459.00</b>	<b>400.00</b>	<b>2,398.00</b>	<b>7,150.38</b>
<b>Total 100 - Expenditures</b>	<b>59,570.49</b>	<b>58,433.97</b>	<b>55,002.95</b>	<b>56,930.58</b>	<b>161,428.15</b>	<b>709,502.31</b>
<b>200 - Activity Expenditures</b>						
<b>1111 - Elementary</b>						
410 - Supplies	1,789.85	1,753.33	3,194.84	1,198.44	4,219.46	34,593.44
640 - Dues & Fees	99.68	52.02	43.20	48.40	34.00	344.99
<b>Total 1111 - Elementary</b>	<b>1,889.53</b>	<b>1,805.35</b>	<b>3,238.04</b>	<b>1,246.84</b>	<b>4,253.46</b>	<b>34,938.43</b>
<b>Total 200 - Activity Expenditures</b>	<b>1,889.53</b>	<b>1,805.35</b>	<b>3,238.04</b>	<b>1,246.84</b>	<b>4,253.46</b>	<b>34,938.43</b>

**Mt. View Academy**  
**Profit & Loss**  
 July 2016 through June 2017

	Feb 17	Mar 17	Apr 17	May 17	Jun 17	TOTAL
210 - ODE Grant Expenses						
2210 - ODE Grant Expenses						
111 - Licensed Salaries	729.00	0.00	0.00	0.00	0.00	7,660.62
211 - PERS	0.00	0.00	0.00	0.00	0.00	503.53
220 - FICA	55.77	0.00	0.00	0.00	0.00	586.05
231 - Workers' Compensation	5.48	0.00	0.00	0.00	0.00	50.50
232 - Unemployment Insurance	18.95	0.00	0.00	0.00	0.00	199.18
312 - Instructional Prog. Impr.	0.00	0.00	0.00	0.00	900.00	1,700.00
340 - Travel	0.00	0.00	0.00	0.00	0.00	839.60
410 - Supplies	218.77	83.00	-302.95	0.00	946.01	23,438.61
420 - Curriculum	10.00	383.49	0.00	0.00	2,028.00	12,968.65
460 - Non-consumables	0.00	235.99	0.00	0.00	3,113.47	18,270.57
480 - Computer Hardware	0.00	3,209.55	5,711.00	44.00	7,614.95	207,859.79
Total 2210 - ODE Grant Expenses	1,037.97	3,912.03	5,408.05	44.00	14,602.43	274,077.10
Total 210 - ODE Grant Expenses	1,037.97	3,912.03	5,408.05	44.00	14,602.43	274,077.10
220 - Parent Fundraising Exp.						
1111 - Elementary						
410 - Supplies	0.00	257.00	740.45	50.00	7.50	6,534.33
Total 1111 - Elementary	0.00	257.00	740.45	50.00	7.50	6,534.33
Total 220 - Parent Fundraising Exp.	0.00	257.00	740.45	50.00	7.50	6,534.33
66000 - Payroll Expenses	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	62,497.99	64,408.35	64,389.49	58,271.42	180,291.54	1,025,052.17
Net Income	52.11	-1,120.60	-1,449.31	140,158.69	-139,649.16	59,674.00



**\*\*DRAFT\*\***

- (1) Enrollment budgeted at 100 students; as of the end of the year enrollment was 156.
- (2) Projected includes the addition of two educational assistants for approx. \$24,000 plus taxes, no benefits.
- (3) Includes \$42,267 of expensed start-up costs from 2015-16. \$45,000 rent payment made in January.
- (4) Projected carryover is estimated to be 19.0%.

Bridge Charter Academy  
2016-17 ODE Implementation Grant Fund Financial Summary  
June 30, 2017

\*\*DRAFT\*\*

	Budget	Actual: Jul - Jun	Projected:	Projected for Year	Over/(Under) Budget
<b>Resources</b>					
Grant Funds	241,026	108,250		108,250	(132,776)
<b>Total Revenues</b>	<b>241,026</b>	<b>108,250</b>		<b>108,250</b>	<b>(132,776)</b>
Beginning Fund Balance					
<b>Total Resources</b>	<b>241,026</b>	<b>108,250</b>	-	<b>108,250</b>	<b>(132,776)</b>
<b>Requirements</b>					
Salaries					
Benefits					
Purchased Services				-	
Supplies and Materials	219,177	108,250		108,250	(110,927)
Capital Outlay	21,849			-	(21,849)
Other				-	-
Transfers					
<b>Total Expenditures</b>	<b>241,026</b>	<b>108,250</b>	-	<b>108,250</b>	<b>(132,776)</b>
Contingency/Carryover	-	-	-	-	-
<b>Total Requirements</b>	<b>241,026</b>	<b>108,250</b>	-	<b>108,250</b>	<b>(132,776)</b>

Note: Grant spending has been suspended while a \$100,000 Planning Grant is underway.  
No further spending of this grant is allowed until the Planning Grant is finalized.  
Reimbursements are accrued but will not be received until spending is resumed.

Bridge Charter Academy  
2016-17 ODE Planning Grant Fund Financial Summary  
June 30, 2017

\*\*DRAFT\*\*

	Budget	Actual: Jul - Jun	Projected:	Projected for Year	Over/(Under) Budget
<b>Resources</b>					
Grant Funds	100,000	98,177		98,177	(1,823)
<b>Total Revenues</b>	<b>100,000</b>	<b>98,177</b>		<b>98,177</b>	<b>(1,823)</b>
Beginning Fund Balance					
<b>Total Resources</b>	<b>100,000</b>	<b>98,177</b>	-	<b>98,177</b>	<b>(1,823)</b>
<b>Requirements</b>					
Salaries					
Benefits					
Purchased Services	23,700	17,867		17,867	
Supplies and Materials	70,550	80,310		80,310	9,760
Capital Outlay	5,750			-	(5,750)
Other				-	-
Transfers					
<b>Total Expenditures</b>	<b>100,000</b>	<b>98,177</b>	-	<b>98,177</b>	<b>4,010</b>
Contingency/Carryover	-	-	-	-	(5,833)
<b>Total Requirements</b>	<b>100,000</b>	<b>98,177</b>	-	<b>98,177</b>	<b>(1,823)</b>

Getting close to being able to close this out to resume the implementation grant.

## Balance Sheet

As of June 30, 2017

	Jun 30, 17
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
101 · Checking - Banner Bank	-4,061.62
Total Checking/Savings	-4,061.62
Accounts Receivable	
11000 · Accounts Receivable	203.20
Total Accounts Receivable	203.20
Other Current Assets	
12101 · *Inventory Asset	4,557.01
Total Other Current Assets	4,557.01
Total Current Assets	698.59
<b>TOTAL ASSETS</b>	<b>698.59</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
24000 · Payroll Liabilities	
471.005 · WBF Payable	109.30
473.001 · PERS	8,784.11
473.002 · PERS Pickup	2,987.80
473.003 · Health Insurance	3,322.25
473.03a · Health Savings Account	900.00
473.004 · Workers' Comp	717.68
473-005 · Oregon Unemployment	2,629.11
Total 24000 · Payroll Liabilities	19,450.25
Total Other Current Liabilities	19,450.25
Total Current Liabilities	19,450.25
Total Liabilities	19,450.25
Equity	
Net Income	-18,751.66
Total Equity	-18,751.66
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>698.59</b>

**Bridge Educational Foundation**  
**Profit & Loss**  
 July 2016 through June 2017

	Jul 16	Aug 16	Sep 16	Oct 16	Nov 16
<b>Income</b>					
1000 · Revenues					
1700 · Extracurricular Activity	0.00	0.00	0.00	0.00	0.00
1920 · Donations	0.00	0.00	0.00	0.00	49.28
<b>Total 1000 · Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>49.28</b>
2000 · Ode Grant Award					
3299 · ODE Grant Reimbursements	0.00	0.00	0.00	0.00	0.00
<b>Total 2000 · Ode Grant Award</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
3101 · State School Fund Grant	46,946.00	213,973.00	0.00	63,916.00	64,550.00
<b>Total Income</b>	<b>46,946.00</b>	<b>213,973.00</b>	<b>0.00</b>	<b>63,916.00</b>	<b>64,599.28</b>
<b>Gross Profit</b>	<b>46,946.00</b>	<b>213,973.00</b>	<b>0.00</b>	<b>63,916.00</b>	<b>64,599.28</b>
<b>Expense</b>					
1111 · Elementary					
11-111 · Licensed Salaries	0.00	6,666.66	7,000.00	7,000.00	7,000.00
11-112 · Classified Salaries	0.00	0.00	450.00	1,252.50	1,507.50
11-113 · Extracurricular Elementary	0.00	0.00	0.00	0.00	0.00
11-211 · PERS	0.00	0.00	0.00	0.00	0.00
11-220 · FICA	0.00	510.00	569.93	631.31	650.82
11-231 · Workers' Compensation	0.00	72.10	80.99	37.67	20.46
11-232 · Unemployment Insurance	0.00	173.34	193.69	226.95	252.67
11-241 · Health Insurance	0.00	612.40	1,212.40	1,212.40	1,212.40
11-311 · Instruction Services	0.00	0.00	0.00	0.00	0.00
11-340 · Travel	0.00	0.00	0.00	0.00	0.00
11-410 · Supplies	0.00	0.00	1,560.55	677.63	139.64
11-420 · Textbooks	0.00	95.00	9.93	11.05	1,099.00
11-460 · Non-Consumables	0.00	0.00	3,026.38	126.31	159.68
<b>Total 1111 · Elementary</b>	<b>0.00</b>	<b>8,129.50</b>	<b>14,103.87</b>	<b>11,175.82</b>	<b>12,042.17</b>
1113 · Elementary Extracurricular					
13-211 · PERS	0.00	0.00	0.00	0.00	0.00
13-232 · Unemployment Insurance	0.00	0.00	0.00	3.53	8.97
13-231 · Workers' Compensation	0.00	0.00	0.00	15.91	40.44
13-220 · FICA	0.00	0.00	0.00	46.82	118.99
13-111 · Licensed Salaries	0.00	0.00	0.00	612.00	1,555.50
13-311 · Instructional Services	0.00	80.00	0.00	29.99	0.00
13-640 · Dues and Fees	0.00	0.00	302.50	144.98	0.00
13-410 · Supplies	0.00	0.00	0.00	407.19	98.56
13-420 · Textbooks	0.00	0.00	0.00	127.34	71.76
13-460 · Non-Consumables	0.00	0.00	0.00	843.20	1,015.89
<b>Total 1113 · Elementary Extracurricular</b>	<b>0.00</b>	<b>80.00</b>	<b>302.50</b>	<b>2,230.96</b>	<b>2,910.11</b>

**Bridge Educational Foundation**  
**Profit & Loss**  
 July 2016 through June 2017

	Jul 16	Aug 16	Sep 16	Oct 16	Nov 16
<b>1121 · Middle/Junior High</b>					
21-111 · Licensed Salaries	0.00	2,500.00	2,500.00	2,500.00	2,500.00
21-112 · Classified Salaries JH	0.00	0.00	523.20	1,189.65	773.40
21-113 · Extracurricular M.S.	0.00	0.00	0.00	0.00	0.00
21-211 · PERS	0.00	0.00	0.00	0.00	0.00
21-220 · FICA	0.00	191.25	231.27	282.26	305.71
21-231 · Workers' Compensation	0.00	27.04	81.42	20.50	19.16
21-232 · Unemployment Insurance	0.00	65.00	30.23	98.12	109.45
21-241 · Health Insurance	0.00	459.30	684.30	684.30	684.30
21-410 · Supplies	0.00	0.00	292.27	8.99	0.00
21-420 · Textbooks	0.00	0.00	35.04	0.00	48.40
21-460 · Non-Consumables	0.00	0.00	0.00	0.00	160.00
<b>Total 1121 · Middle/Junior High</b>	<b>0.00</b>	<b>3,242.59</b>	<b>4,377.73</b>	<b>4,783.82</b>	<b>4,600.42</b>
<b>1122 · Middle School Extracurricular</b>					
21-640 · Dues and Fees	0.00	0.00	63.75	0.00	0.00
22-232 · Unemployment Insurance	0.00	0.00	0.00	0.62	1.59
22-231 · Workers' Compensation	0.00	0.00	0.00	2.81	7.14
22-220 · FICA	0.00	0.00	0.00	8.26	21.00
22-111 · Licensed Salaries	0.00	0.00	0.00	108.00	274.50
22-311 · Instructional Services	0.00	0.00	0.00	100.00	100.00
22-410 · Supplies	0.00	0.00	0.00	73.30	0.00
22-420 · Textbooks	0.00	0.00	0.00	21.17	5.66
22-460 · Non-Consumables	0.00	0.00	0.00	3.28	45.00
<b>Total 1122 · Middle School Extracurricular</b>	<b>0.00</b>	<b>0.00</b>	<b>63.75</b>	<b>317.44</b>	<b>454.89</b>
<b>1131 · High School</b>					
31-111 · Licensed Salaries	0.00	833.33	833.33	909.57	833.33
31-112 · Classified Salaries HS	0.00	0.00	174.30	396.60	747.85
31-211 · PERS	0.00	0.00	0.00	0.00	0.00
31-220 · FICA	0.00	63.75	77.09	17.83	139.39
31-231 · Workers' Compensation	0.00	9.01	11.03	7.57	11.21
31-232 · Unemployment Insurance	0.00	21.67	26.20	31.98	47.38
31-241 · Health Insurance	0.00	153.10	228.10	228.10	228.10
31-340 · Travel	0.00	0.00	0.00	0.00	0.00
31-410 · Supplies	0.00	0.00	107.38	0.00	0.00
31-420 · Textbooks	0.00	322.92	0.00	0.00	7.82
31-460 · Non-Consumables	0.00	0.00	0.00	0.00	0.00
<b>Total 1131 · High School</b>	<b>0.00</b>	<b>1,403.78</b>	<b>1,457.43</b>	<b>1,591.65</b>	<b>2,015.08</b>
<b>1132 · High School Extracurricular</b>					
32-311 · Instructional Services	0.00	0.00	0.00	0.00	0.00
32-640 · Dues & Fees	0.00	0.00	63.75	0.00	0.00
32-410 · Supplies	0.00	0.00	0.00	0.00	0.00
32-420 · Textbooks	0.00	0.00	0.00	0.00	0.00
<b>Total 1132 · High School Extracurricular</b>	<b>0.00</b>	<b>0.00</b>	<b>63.75</b>	<b>0.00</b>	<b>0.00</b>

## Bridge Educational Foundation

## Profit &amp; Loss

July 2016 through June 2017

	Jul 16	Aug 16	Sep 16	Oct 16	Nov 16
2240 · Professional Development					
40-312 · Instructional Prog. Impr.	0.00	0.00	0.00	0.00	0.00
Total 2240 · Professional Development	0.00	0.00	0.00	0.00	0.00
2310 · Board of Education					
10-651 · Liability Insurance	0.00	6,240.00	0.00	0.00	0.00
Total 2310 · Board of Education	0.00	6,240.00	0.00	0.00	0.00
2321 · Executive Administration					
23-113 · Administrative Salaries	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00
23-114 · Managerial - Confidential	0.00	0.00	0.00	0.00	963.75
23-211 · PERS	1,477.50	1,477.50	1,477.54	1,477.52	1,477.52
23-220 · FICA	478.13	478.12	478.13	478.12	478.13
23-231 · Workers' Compensation	65.22	65.22	65.49	35.49	35.49
23-232 · Unemployment Insurance	162.50	162.50	162.50	162.50	162.50
23-241 · Health Insurance	0.00	872.65	1,172.65	1,172.65	1,172.65
23-310 · Other Professional Services	0.00	0.00	0.00	0.00	0.00
23-319 · Start Up Costs	42,266.81	0.00	0.00	0.00	0.00
23-340 · Travel & Meals	0.00	568.83	342.32	389.89	19.00
23-353 · Postage	0.00	47.00	0.00	0.00	0.00
23-354 · Advertising	0.00	457.89	0.00	530.00	0.00
23-410 · Supplies	0.00	443.12	688.16	566.37	368.24
23-460 · Non-Consumables	0.00	103.94	6,458.75	412.20	492.23
23-640 · Dues & Fees	0.00	768.00	184.00	45.00	0.00
Total 2321 · Executive Administration	50,700.16	11,694.77	17,279.54	11,519.74	11,419.51
2520 · Fiscal Services					
20-389 · Other Professional Services	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67
20-640 · Dues & Fees	0.00	10.00	0.00	0.00	0.00
Total 2520 · Fiscal Services	1,666.67	1,676.67	1,666.67	1,666.67	1,666.67
2542 · Building Maintenance					
42-321 · Cleaning Services	0.00	0.00	214.74	0.00	0.00
42-322 · Repair & Maintenance	0.00	4,145.44	3,650.10	6,038.15	0.00
42-324 · Rentals	0.00	0.00	0.00	0.00	0.00
42-325 · Electricity	0.00	255.29	763.75	418.09	526.08
42-328 · Garbage	0.00	0.00	0.00	0.00	40.00
42-351 · Telephone	0.00	0.00	100.00	0.00	208.99
42-410 · Supplies	0.00	42.62	133.76	0.00	0.00
42-460 · Non-Consumables	0.00	79.96	230.12	134.25	0.00
Total 2542 · Building Maintenance	0.00	4,523.31	5,092.47	6,590.49	775.07
2550 · Transportation					
50-352 · Student Transportation	0.00	0.00	0.00	0.00	0.00
Total 2550 · Transportation	0.00	0.00	0.00	0.00	0.00

## Bridge Educational Foundation

## Profit &amp; Loss

July 2016 through June 2017

	Jul 16	Aug 16	Sep 16	Oct 16	Nov 16
2574 · Printing Services					
74-355 · Printing	0.00	0.00	0.00	0.00	0.00
Total 2574 · Printing Services	0.00	0.00	0.00	0.00	0.00
2661 · Technology Services					
61-310 · Instr. Prof & Tech Svcs	0.00	0.00	1,832.50	78.00	0.00
61-359 · Communication Services	0.00	159.99	37.33	0.00	0.00
61-460 · Non-Consumable Items	0.00	68.88	208.70	359.76	643.48
61-470 · Computer Software	0.00	143.88	0.00	0.00	0.00
61-480 · Computer Hardware	0.00	837.40	541.02	178.37	0.00
Total 2661 · Technology Services	0.00	1,210.15	2,619.55	616.13	643.48
3300 · Parent/Childcare Center					
00-640 · Dues & Fees	0.00	0.00	0.00	0.00	0.00
00-112 · Wages	0.00	0.00	790.00	1,096.00	1,195.00
00-220 · FICA	0.00	0.00	60.44	83.84	91.42
00-231 · Workers Comp.	0.00	0.00	9.25	7.50	8.27
00-232 · Unemployment Insurance	0.00	0.00	20.54	28.50	31.07
00-389 · Other Non-Instructional Service	0.00	0.00	0.00	0.00	0.00
00-410 · Supplies	0.00	0.00	55.87	55.99	269.91
00-460 · Non-Consumables	0.00	0.00	0.00	0.00	0.00
Total 3300 · Parent/Childcare Center	0.00	0.00	936.10	1,271.83	1,595.67
200 · ODE Grant Expenses					
2210 · Implementation Grant					
410 · Supplies	0.00	0.00	22.96	158.28	0.00
420 · Curriculum	0.00	11,429.72	24,466.85	7,230.06	163.10
460 · Non-Consumables	0.00	999.87	564.09	4,341.70	185.00
470 · Software	0.00	0.00	6,818.08	550.00	0.00
480 · Computer Hardware	0.00	0.00	13,076.00	37,706.97	208.70
Total 2210 · Implementation Grant	0.00	12,429.59	44,947.98	49,987.01	556.80
2220 · Planning Grant					
220-470 · Software	0.00	0.00	0.00	0.00	0.00
220-420 · Curriculum	0.00	0.00	0.00	0.00	0.00
220-354 · Marketing	0.00	0.00	0.00	0.00	0.00
220-355 · Printing & Binding	0.00	0.00	0.00	0.00	0.00
220-410 · Supplies	0.00	0.00	0.00	430.64	4,253.17
220-460 · Non-Consumables	0.00	0.00	0.00	70.32	7,458.97
220-480 · Computer Hardware	0.00	0.00	0.00	0.00	429.99
Total 2220 · Planning Grant	0.00	0.00	0.00	500.96	12,142.13
Total 200 · ODE Grant Expenses	0.00	12,429.59	44,947.98	50,487.97	12,698.93
66000 · Payroll Expenses	0.00	0.00	-0.27	0.00	0.00
Total Expense	52,366.83	50,630.36	92,911.07	92,252.52	50,822.00
Net Income	-5,420.83	163,342.64	-92,911.07	-28,336.52	13,777.28



**Bridge Educational Foundation**  
**Profit & Loss**  
 July 2016 through June 2017

	Dec 16	Jan 17	Feb 17	Mar 17	Apr 17
<b>Income</b>					
1000 · Revenues					
1700 · Extracurricular Activity	0.00	0.00	298.00	614.00	0.00
1920 · Donations	0.00	0.00	79.90	0.00	0.00
Total 1000 · Revenues	0.00	0.00	377.90	614.00	0.00
2000 · Ode Grant Award					
3299 · ODE Grant Reimbursements	0.00	0.00	0.00	36,456.37	0.00
Total 2000 · Ode Grant Award	0.00	0.00	0.00	36,456.37	0.00
3101 · State School Fund Grant	64,672.00	65,398.00	66,437.00	64,744.00	64,810.00
Total Income	64,672.00	65,398.00	66,814.90	101,814.37	64,810.00
Gross Profit	64,672.00	65,398.00	66,814.90	101,814.37	64,810.00
<b>Expense</b>					
1111 · Elementary					
11-111 · Licensed Salaries	7,000.00	7,500.00	7,500.00	7,500.00	7,500.00
11-112 · Classified Salaries	847.50	435.00	1,425.00	1,260.00	1,005.00
11-113 · Extracurricular Elementary	0.00	0.00	0.00	0.00	0.00
11-211 · PERS	0.00	0.00	0.00	0.00	1,773.00
11-220 · FICA	600.33	607.05	682.75	670.14	650.62
11-231 · Workers' Compensation	31.99	44.47	52.52	53.91	49.99
11-232 · Unemployment Insurance	219.25	206.31	232.05	227.76	221.13
11-241 · Health Insurance	1,212.40	1,212.40	1,212.40	1,212.40	1,212.40
11-311 · Instruction Services	0.00	0.00	0.00	0.00	0.00
11-340 · Travel	0.00	0.00	0.00	0.00	0.00
11-410 · Supplies	334.35	532.06	508.82	187.85	809.55
11-420 · Textbooks	1,209.20	1,753.34	3,247.37	1,561.46	210.22
11-460 · Non-Consumables	0.00	214.83	0.00	0.00	-2,629.90
Total 1111 · Elementary	11,455.02	12,505.46	14,860.91	12,673.52	10,802.01
1113 · Elementary Extracurricular					
13-211 · PERS	0.00	0.00	76.49	0.00	0.00
13-232 · Unemployment Insurance	4.34	14.92	51.11	44.75	31.82
13-231 · Workers' Compensation	19.56	3.30	11.32	9.93	7.07
13-220 · FICA	57.55	43.89	150.39	131.68	93.64
13-111 · Licensed Salaries	750.00	570.00	1,965.00	1,725.00	1,230.00
13-311 · Instructional Services	126.00	0.00	702.00	330.00	1,893.56
13-640 · Dues and Fees	200.50	95.00	2,515.00	0.00	153.00
13-410 · Supplies	558.63	21.88	494.68	12.51	422.20
13-420 · Textbooks	10.84	49.35	28.90	0.00	0.00
13-460 · Non-Consumables	0.00	256.99	1,623.94	250.00	0.00
Total 1113 · Elementary Extracurricular	1,727.42	1,055.33	7,618.83	2,503.87	3,831.29

## Bridge Educational Foundation

## Profit &amp; Loss

July 2016 through June 2017

	Dec 16	Jan 17	Feb 17	Mar 17	Apr 17
<b>1121 · Middle/Junior High</b>					
21-111 · Licensed Salaries	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
21-112 · Classified Salaries JH	378.75	0.00	573.75	217.50	150.00
21-113 · Extracurricular M.S.	0.00	0.00	0.00	0.00	0.00
21-211 · PERS	0.00	0.00	0.00	0.00	591.00
21-220 · FICA	265.91	191.25	235.91	207.09	203.25
21-231 · Workers' Compensation	18.87	14.02	18.86	16.26	15.93
21-232 · Unemployment Insurance	93.06	65.00	80.17	70.38	69.08
21-241 · Health Insurance	684.30	684.30	684.30	684.30	684.30
21-410 · Supplies	3.97	50.00	0.00	0.00	0.00
21-420 · Textbooks	231.51	100.65	363.67	748.88	558.70
21-460 · Non-Consumables	0.00	0.00	0.00	0.00	0.00
<b>Total 1121 · Middle/Junior High</b>	<b>4,176.37</b>	<b>3,605.22</b>	<b>4,456.66</b>	<b>4,444.41</b>	<b>4,772.26</b>
<b>1122 · Middle School Extracurricular</b>					
21-640 · Dues and Fees	0.00	0.00	0.00	0.00	65.00
22-232 · Unemployment Insurance	0.76	2.63	7.78	7.90	5.62
22-231 · Workers' Compensation	3.45	0.59	1.73	1.75	1.24
22-220 · FICA	10.16	7.75	22.89	23.23	16.52
22-111 · Licensed Salaries	135.00	105.00	300.00	300.00	210.00
22-311 · Instructional Services	490.00	55.00	157.50	380.00	842.16
22-410 · Supplies	0.00	0.00	14.47	0.00	0.00
22-420 · Textbooks	0.00	0.00	0.00	0.00	0.00
22-460 · Non-Consumables	0.00	0.00	0.00	0.00	0.00
<b>Total 1122 · Middle School Extracurricular</b>	<b>639.37</b>	<b>170.97</b>	<b>504.37</b>	<b>712.88</b>	<b>1,140.54</b>
<b>1131 · High School</b>					
31-111 · Licensed Salaries	833.33	833.33	833.33	833.33	833.33
31-112 · Classified Salaries HS	662.50	627.50	1,276.25	755.00	353.75
31-211 · PERS	0.00	0.00	0.00	0.00	197.00
31-220 · FICA	129.56	111.75	161.11	121.71	91.09
31-231 · Workers' Compensation	10.41	8.54	12.81	9.60	7.16
31-232 · Unemployment Insurance	44.03	37.98	54.75	41.37	30.96
31-241 · Health Insurance	228.10	228.10	228.10	228.10	228.10
31-340 · Travel	0.00	0.00	0.00	0.00	0.00
31-410 · Supplies	318.79	342.84	0.00	0.00	0.00
31-420 · Textbooks	249.28	656.53	248.77	123.75	45.00
31-460 · Non-Consumables	56.26	739.74	0.00	0.00	0.00
<b>Total 1131 · High School</b>	<b>2,532.26</b>	<b>3,586.31</b>	<b>2,815.12</b>	<b>2,112.86</b>	<b>1,786.39</b>
<b>1132 · High School Extracurricular</b>					
32-311 · Instructional Services	0.00	0.00	198.00	150.00	99.00
32-640 · Dues & Fees	420.00	100.00	0.00	0.00	85.00
32-410 · Supplies	0.00	0.00	0.00	0.00	0.00
32-420 · Textbooks	12.29	0.00	0.00	0.00	0.00
<b>Total 1132 · High School Extracurricular</b>	<b>432.29</b>	<b>100.00</b>	<b>198.00</b>	<b>150.00</b>	<b>184.00</b>

## Bridge Educational Foundation

## Profit &amp; Loss

July 2016 through June 2017

	Dec 16	Jan 17	Feb 17	Mar 17	Apr 17
2240 · Professional Development					
40-312 · Instructional Prog. Impr.	0.00	0.00	0.00	0.00	0.00
Total 2240 · Professional Development	0.00	0.00	0.00	0.00	0.00
2310 · Board of Education					
10-651 · Liability Insurance	0.00	0.00	0.00	0.00	0.00
Total 2310 · Board of Education	0.00	0.00	0.00	0.00	0.00
2321 · Executive Administration					
23-113 · Administrative Salaries	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00
23-114 · Managerial - Confidential	795.00	435.00	1,320.00	2,295.00	2,415.00
23-211 · PERS	1,477.50	1,477.54	1,477.52	1,477.54	1,477.52
23-220 · FICA	478.12	511.41	578.60	654.29	738.58
23-231 · Workers' Compensation	35.22	36.99	43.53	49.90	50.11
23-232 · Unemployment Insurance	146.90	173.81	196.65	222.38	212.02
23-241 · Health Insurance	1,172.65	1,172.65	1,172.65	1,172.65	1,172.65
23-310 · Other Professional Services	0.00	0.00	0.00	0.00	0.00
23-319 · Start Up Costs	0.00	0.00	0.00	0.00	0.00
23-340 · Travel & Meals	0.00	74.26	512.88	667.49	535.52
23-353 · Postage	0.00	0.00	0.00	56.20	9.80
23-354 · Advertising	0.00	0.00	0.00	15.00	0.00
23-410 · Supplies	1,888.17	84.97	254.07	101.37	0.00
23-460 · Non-Consumables	0.00	151.69	2,200.00	0.00	136.82
23-640 · Dues & Fees	389.45	109.00	1,419.45	200.99	10.99
Total 2321 · Executive Administration	12,633.01	10,477.32	15,425.35	13,162.81	13,009.01
2520 · Fiscal Services					
20-389 · Other Professional Services	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67
20-640 · Dues & Fees	0.00	0.00	0.00	0.00	0.00
Total 2520 · Fiscal Services	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67
2542 · Building Maintenance					
42-321 · Cleaning Services	0.00	2,318.68	523.76	950.80	687.09
42-322 · Repair & Maintenance	0.00	375.00	103.68	0.00	0.00
42-324 · Rentals	0.00	45,000.00	0.00	0.00	0.00
42-325 · Electricity	709.21	1,159.74	1,004.28	1,004.28	474.82
42-328 · Garbage	0.00	0.00	0.00	0.00	0.00
42-351 · Telephone	0.00	0.00	100.00	936.15	0.00
42-410 · Supplies	89.12	7.99	0.00	0.00	53.96
42-460 · Non-Consumables	814.02	-54.98	-54.98	0.00	0.00
Total 2542 · Building Maintenance	1,612.35	48,806.43	1,676.74	2,891.23	1,215.87
2550 · Transportation					
50-352 · Student Transportation	0.00	0.00	0.00	0.00	0.00
Total 2550 · Transportation	0.00	0.00	0.00	0.00	0.00

## Bridge Educational Foundation

## Profit &amp; Loss

July 2016 through June 2017

	Dec 16	Jan 17	Feb 17	Mar 17	Apr 17
2574 · Printing Services					
74-355 · Printing	91.56	0.00	0.00	0.00	90.00
Total 2574 · Printing Services	91.56	0.00	0.00	0.00	90.00
2661 · Technology Services					
61-310 · Instr. Prof & Tech Svcs	0.00	0.00	0.00	0.00	0.00
61-359 · Communication Services	0.00	0.00	0.00	0.00	0.00
61-460 · Non-Consumable Items	51.26	0.00	-160.76	0.00	482.65
61-470 · Computer Software	0.00	0.00	1,022.41	397.34	-397.34
61-480 · Computer Hardware	-300.75	89.88	1,289.94	0.00	0.00
Total 2661 · Technology Services	-249.49	89.88	2,151.59	397.34	85.31
3300 · Parent/Childcare Center					
00-640 · Dues & Fees	0.00	29.97	0.00	0.00	0.00
00-112 · Wages	602.50	440.00	1,420.00	1,210.00	960.00
00-220 · FICA	46.09	33.66	108.63	92.57	73.44
00-231 · Workers Comp.	4.17	3.04	9.81	8.37	6.63
00-232 · Unemployment Insurance	15.67	11.44	36.92	31.46	24.96
00-389 · Other Non-Instructional Service	0.00	0.00	0.00	0.00	720.00
00-410 · Supplies	514.51	15.55	319.57	1,341.43	1,633.88
00-460 · Non-Consumables	0.00	156.87	236.54	76.99	2,756.92
Total 3300 · Parent/Childcare Center	1,182.94	690.53	2,131.47	2,760.82	6,175.83
200 · ODE Grant Expenses					
2210 · Implementation Grant					
410 · Supplies	0.00	0.00	-30.10	0.00	0.00
420 · Curriculum	0.00	2,434.43	-1,762.80	0.00	-48.83
460 · Non-Consumables	0.00	0.00	-185.00	0.00	0.00
470 · Software	0.00	0.00	0.00	0.00	0.00
480 · Computer Hardware	0.00	0.00	0.00	0.00	0.00
Total 2210 · Implementation Grant	0.00	2,434.43	-1,977.90	0.00	-48.83
2220 · Planning Grant					
220-470 · Software	45.00	0.00	0.00	0.00	0.00
220-420 · Curriculum	13,570.80	0.00	0.00	2,165.13	1,031.81
220-354 · Marketing	0.00	0.00	7,520.00	3,477.00	2,420.00
220-355 · Printing & Binding	0.00	0.00	0.00	0.00	0.00
220-410 · Supplies	339.85	234.26	0.00	3,838.71	538.72
220-460 · Non-Consumables	186.60	6,149.34	2,151.61	1,464.64	11,984.18
220-480 · Computer Hardware	4,707.69	0.00	0.00	43.49	0.00
Total 2220 · Planning Grant	18,849.94	6,383.60	9,671.61	10,988.97	15,974.71
Total 200 · ODE Grant Expenses	18,849.94	8,818.03	7,693.71	10,988.97	15,925.88
66000 · Payroll Expenses	0.27	0.00	0.00	0.00	0.00
Total Expense	56,749.98	91,572.15	61,199.42	54,465.38	60,685.06
Net Income	7,922.02	-26,174.15	5,615.48	47,348.99	4,124.94

## Bridge Educational Foundation

## Profit &amp; Loss

July 2016 through June 2017

	May 17	Jun 17	TOTAL
<b>Income</b>			
1000 · Revenues			
1700 · Extracurricular Activity	499.15	0.00	1,411.15
1920 · Donations	256.75	0.00	385.93
<b>Total 1000 · Revenues</b>	<b>755.90</b>	<b>0.00</b>	<b>1,797.08</b>
2000 · Ode Grant Award			
3299 · ODE Grant Reimbursements	0.00	3,712.01	40,168.38
<b>Total 2000 · Ode Grant Award</b>	<b>0.00</b>	<b>3,712.01</b>	<b>40,168.38</b>
3101 · State School Fund Grant	55,000.00	5,591.00	776,037.00
<b>Total Income</b>	<b>55,755.90</b>	<b>9,303.01</b>	<b>818,002.46</b>
<b>Gross Profit</b>	<b>55,755.90</b>	<b>9,303.01</b>	<b>818,002.46</b>
<b>Expense</b>			
1111 · Elementary			
11-111 · Licensed Salaries	7,500.00	25,000.00	97,166.66
11-112 · Classified Salaries	1,507.50	2,015.00	11,705.00
11-113 · Extracurricular Elementary	0.00	0.00	0.00
11-211 · PERS	2,129.37	6,386.35	10,288.72
11-220 · FICA	689.05	2,066.62	8,328.62
11-231 · Workers' Compensation	54.27	124.24	622.61
11-232 · Unemployment Insurance	234.19	702.39	2,889.73
11-241 · Health Insurance	1,212.40	2,424.80	13,948.80
11-311 · Instruction Services	0.00	0.00	0.00
11-340 · Travel	0.00	121.19	121.19
11-410 · Supplies	441.17	269.75	5,461.37
11-420 · Textbooks	297.09	1,348.12	10,841.78
11-460 · Non-Consumables	0.00	0.00	897.30
<b>Total 1111 · Elementary</b>	<b>14,065.04</b>	<b>40,458.46</b>	<b>162,271.78</b>
1113 · Elementary Extracurricular			
13-211 · PERS	0.00	0.00	76.49
13-232 · Unemployment Insurance	51.05	32.82	243.31
13-231 · Workers' Compensation	11.32	7.27	126.12
13-220 · FICA	150.21	96.57	889.74
13-111 · Licensed Salaries	1,965.00	1,260.00	11,632.50
13-311 · Instructional Services	2,196.00	0.00	5,357.55
13-640 · Dues and Fees	2,209.90	0.00	5,620.88
13-410 · Supplies	2,677.03	459.63	5,152.31
13-420 · Textbooks	146.12	0.00	434.31
13-460 · Non-Consumables	0.00	0.00	3,990.02
<b>Total 1113 · Elementary Extracurricular</b>	<b>9,406.63</b>	<b>1,856.29</b>	<b>33,523.23</b>

## Bridge Educational Foundation

## Profit &amp; Loss

July 2016 through June 2017

	May 17	Jun 17	TOTAL
1121 · Middle/Junior High			
21-111 · Licensed Salaries	2,500.00	7,500.00	32,500.00
21-112 · Classified Salaries JH	127.50	30.00	3,963.75
21-113 · Extracurricular M.S.	0.00	0.00	0.00
21-211 · PERS	591.00	2,245.81	3,427.81
21-220 · FICA	201.58	726.76	3,042.24
21-231 · Workers' Compensation	16.00	35.84	283.90
21-232 · Unemployment Insurance	68.51	247.01	996.01
21-241 · Health Insurance	684.30	1,368.60	7,986.60
21-410 · Supplies	328.96	11.76	695.95
21-420 · Textbooks	125.00	192.68	2,404.53
21-460 · Non-Consumables	0.00	0.00	160.00
Total 1121 · Middle/Junior High	4,642.85	12,358.46	55,460.79
1122 · Middle School Extracurricular			
21-640 · Dues and Fees	0.00	0.00	128.75
22-232 · Unemployment Insurance	9.01	5.79	41.70
22-231 · Workers' Compensation	2.00	1.29	22.00
22-220 · FICA	26.50	17.04	153.35
22-111 · Licensed Salaries	345.00	225.00	2,002.50
22-311 · Instructional Services	587.00	0.00	2,711.66
22-410 · Supplies	896.89	74.50	1,059.16
22-420 · Textbooks	0.00	0.00	26.83
22-460 · Non-Consumables	0.00	0.00	48.28
Total 1122 · Middle School Extracurricular	1,866.40	323.62	6,194.23
1131 · High School			
31-111 · Licensed Salaries	833.33	5,166.67	13,576.21
31-112 · Classified Salaries HS	425.00	510.00	5,928.75
31-211 · PERS	197.00	748.60	1,142.60
31-220 · FICA	96.27	281.27	1,290.82
31-231 · Workers' Compensation	7.62	15.03	109.99
31-232 · Unemployment Insurance	32.72	95.60	464.64
31-241 · Health Insurance	228.10	456.20	2,662.20
31-340 · Travel	0.00	186.18	186.18
31-410 · Supplies	51.95	15.00	835.96
31-420 · Textbooks	0.00	77.99	1,732.06
31-460 · Non-Consumables	0.00	0.00	796.00
Total 1131 · High School	1,871.99	7,552.54	28,725.41
1132 · High School Extracurricular			
32-311 · Instructional Services	288.00	420.00	1,155.00
32-640 · Dues & Fees	0.00	0.00	668.75
32-410 · Supplies	893.79	74.50	968.29
32-420 · Textbooks	0.00	0.00	12.29
Total 1132 · High School Extracurricular	1,181.79	494.50	2,804.33

**Bridge Educational Foundation**  
**Profit & Loss**  
 July 2016 through June 2017

	May 17	Jun 17	TOTAL
2240 · Professional Development			
40-312 · Instructional Prog. Impr.	0.00	110.00	110.00
Total 2240 · Professional Development	0.00	110.00	110.00
2310 · Board of Education			
10-651 · Liability Insurance	0.00	0.00	6,240.00
Total 2310 · Board of Education	0.00	0.00	6,240.00
2321 · Executive Administration			
23-113 · Administrative Salaries	6,250.00	6,250.00	75,000.00
23-114 · Managerial - Confidential	2,122.50	3,835.00	14,181.25
23-211 · PERS	2,009.40	2,391.19	19,175.79
23-220 · FICA	639.92	543.26	6,534.81
23-231 · Workers' Compensation	48.79	53.37	584.82
23-232 · Unemployment Insurance	217.49	262.99	2,244.74
23-241 · Health Insurance	1,172.65	1,172.65	12,599.15
23-310 · Other Professional Services	600.00	3,875.00	4,475.00
23-319 · Start Up Costs	0.00	0.00	42,266.81
23-340 · Travel & Meals	1,435.85	619.52	5,165.56
23-353 · Postage	0.00	20.29	133.29
23-354 · Advertising	0.00	0.00	1,002.89
23-410 · Supplies	557.54	3,890.11	8,842.12
23-460 · Non-Consumables	0.00	496.36	10,451.99
23-640 · Dues & Fees	625.00	422.61	4,174.49
Total 2321 · Executive Administration	15,679.14	23,832.35	206,832.71
2520 · Fiscal Services			
20-389 · Other Professional Services	1,666.67	1,666.67	20,000.04
20-640 · Dues & Fees	0.00	0.00	10.00
Total 2520 · Fiscal Services	1,666.67	1,666.67	20,010.04
2542 · Building Maintenance			
42-321 · Cleaning Services	802.67	1,355.63	6,853.37
42-322 · Repair & Maintenance	0.00	0.00	14,312.37
42-324 · Rentals	0.00	1,000.00	46,000.00
42-325 · Electricity	591.37	413.20	7,320.11
42-328 · Garbage	0.00	0.00	40.00
42-351 · Telephone	27.33	22.45	1,394.92
42-410 · Supplies	58.32	182.97	568.74
42-460 · Non-Consumables	0.00	0.00	1,148.39
Total 2542 · Building Maintenance	1,479.69	2,974.25	77,637.90
2550 · Transportation			
50-352 · Student Transportation	715.20	0.00	715.20
Total 2550 · Transportation	715.20	0.00	715.20

## Bridge Educational Foundation

## Profit &amp; Loss

July 2016 through June 2017

	May 17	Jun 17	TOTAL
2574 · Printing Services			
74-355 · Printing	90.00	0.00	271.56
Total 2574 · Printing Services	90.00	0.00	271.56
2661 · Technology Services			
61-310 · Instr. Prof & Tech Svcs	0.00	0.00	1,910.50
61-359 · Communication Services	0.00	0.00	197.32
61-460 · Non-Consumable Items	0.00	0.00	1,653.97
61-470 · Computer Software	4.99	0.00	1,171.28
61-480 · Computer Hardware	0.00	0.00	2,635.86
Total 2661 · Technology Services	4.99	0.00	7,568.93
3300 · Parent/Childcare Center			
00-640 · Dues & Fees	9.99	0.00	39.96
00-112 · Wages	1,085.00	1,760.00	10,558.50
00-220 · FICA	83.00	134.63	807.72
00-231 · Workers Comp.	7.49	6.98	71.51
00-232 · Unemployment Insurance	28.21	45.76	274.53
00-389 · Other Non-Instructional Service	410.00	0.00	1,130.00
00-410 · Supplies	405.63	1,079.47	5,691.81
00-460 · Non-Consumables	159.96	0.00	3,387.28
Total 3300 · Parent/Childcare Center	2,189.28	3,026.84	21,961.31
200 · ODE Grant Expenses			
2210 · Implementation Grant			
410 · Supplies	0.00	0.00	151.14
420 · Curriculum	-79.00	0.00	43,833.53
460 · Non-Consumables	0.00	0.00	5,905.66
470 · Software	0.00	0.00	7,368.08
480 · Computer Hardware	0.00	0.00	50,991.67
Total 2210 · Implementation Grant	-79.00	0.00	108,250.08
2220 · Planning Grant			
220-470 · Software	0.00	625.22	670.22
220-420 · Curriculum	0.00	1,924.78	18,692.52
220-354 · Marketing	100.00	3,350.00	16,867.00
220-355 · Printing & Binding	0.00	999.70	999.70
220-410 · Supplies	465.18	3,327.90	13,428.43
220-460 · Non-Consumables	3,146.83	9,725.09	42,337.58
220-480 · Computer Hardware	0.00	0.00	5,181.17
Total 2220 · Planning Grant	3,712.01	19,952.69	98,176.62
Total 200 · ODE Grant Expenses	3,633.01	19,952.69	206,426.70
66000 · Payroll Expenses	0.00	0.00	0.00
Total Expense	58,492.68	114,606.67	836,754.12
Net Income	-2,736.78	-105,303.66	-18,751.66



**Lowell School District #71**  
**2016-17 General Fund Financial Summary**  
**6/30/17 - Preliminary**

<i>Amended Budget</i>	<i>Actual: Jul-Jun</i>	<i>Projected:</i>	<i>Projected for Year</i>	<i>Budget Variance</i>	
				\$	%

**Resources**

State School Fund	5,328,000	4,849,286	-	4,849,286	(478,714)	-9.0%	(1)
Property Tax	994,900	1,007,659	-	1,007,659	12,759	1.3%	
Services to Charter Schools	72,500	46,853	-	46,853	(25,647)	-35.4%	(2)
Miscellaneous/Local Revenues	51,000	102,868	-	102,868	51,868	101.7%	
Common School Funds	36,000	54,426	-	54,426	18,426	51.2%	(3)
Rent	36,900	39,019	-	39,019	2,119	5.7%	
High Cost Disability & Facility Grants	20,000	10,860	-	10,860	(9,140)	-45.7%	
Small High School Grant	15,000	23,596	-	23,596	8,596	57.3%	
County School Funds	5,000	6,521	-	6,521	1,521	30.4%	
<b>Total Revenues</b>	<b>6,559,300</b>	<b>6,141,088</b>	-	<b>6,141,088</b>	<b>(418,212)</b>	<b>-6.4%</b>	
Beginning Fund Balance	157,000	83,309	-	83,309	(73,691)	-46.9%	
<b>Total Resources</b>	<b>6,716,300</b>	<b>6,224,397</b>	-	<b>6,224,397</b>	<b>(491,903)</b>	<b>-7.3%</b>	

**Requirements**

Salaries	1,816,954	1,829,080	-	1,829,080	12,126	0.7%	
Benefits	1,025,729	1,000,892	-	1,000,892	(24,837)	-2.4%	
Purchased Services	570,400	522,813	-	522,813	(47,587)	-8.3%	
Supplies and Materials	268,650	307,097	-	307,097	38,447	14.3%	(4)
Capital Outlay	66,000	71,365	-	71,365	5,365	8.1%	(4)
Other	102,616	116,990	-	116,990	14,374	14.0%	
Charter School Payments-MVA	676,000	758,984	-	758,984	82,984	12.3%	
Charter School Payments-BCA	1,395,000	776,037	-	776,037	(618,963)	-44.4%	(5)
Transfer to Food Service Fund	10,000	1,989	-	1,989	(8,011)	-80.1%	
Transfer to Capital Projects Fund	242,572	-	-	-	(242,572)	-100.0%	(5)
Transfer to Athletics Fund	95,000	111,990	-	111,990	16,990	17.9%	
Transfer to Bus Replacement Fund	15,000	15,000	-	15,000	-	0.0%	
Transfer to Debt Service Fund	196,000	196,510	-	196,510	510	0.3%	
<b>Total Expenditures</b>	<b>6,479,921</b>	<b>5,708,747</b>	-	<b>5,708,747</b>	<b>(771,174)</b>	<b>-11.9%</b>	
Contingency/Carryover	236,379	-	-	515,650	279,271	118.1%	
<b>Total Requirements</b>	<b>6,716,300</b>	<b>5,708,747</b>	-	<b>6,224,397</b>	<b>(491,903)</b>	<b>-7.3%</b>	

2016-17 Operating excess/(deficit)	79,379	432,341
Contingency/Ending Fund Balance	3.6%	8.4%

(1) Based on the following ADMr estimates: District-314, MVA-131, BCA-135 (BCA budgeted at 300). Also includes an additional \$247,000 for the 2015-16 ODE adjustment.

(2) The anticipated revenue from BCA for janitorial and utilities is not as much as anticipated.

(3) Increased distribution per the State Land Board.

(4) Includes LHS sign, announcer's booth sheetrock, wrestling room ramp, fencing for BCA, transportation & Lundy, carpets, underground fiber for transportation, phone system, alarm system upgrades, tables & chairs.

(5) Fewer students than budgeted for BCA.

9:37 AM  
07/18/17  
Accrual Basis

## LOWELL ACTIVITY FUND 2016-17

### Balances

As of June 30, 2017

AP ACTIVITIES	682.24
ASB	1,062.27
ATHLETICS	1,526.05
BASEBALL	182.35
BOYS BASKETBALL	1,348.23
COMMUNITY ASSISTANCE FUND	538.20
CURRICULUM AND MATERIALS	1,875.03
DANCE CLUB	449.25
FOOTBALL	606.15
FUNDRAISING OPERATIONS	1,718.86
GIRLS BASKETBALL	459.67
HONOR SOCIETY	455.43
JH STUDENT BODY	1.22
LANGUAGE ARTS ACTIVITIES	254.00
LHS DRAMA	1,877.18
LIBRARY FUND	574.28
LUNDY CLOTHES CLOSET	320.23
LUNDY ELEMENTARY	302.26
MUSIC	6,932.82
NEXUS WOODWORKING	6,790.27
PARENT TEACHER ORG. (PTO)	7,492.34
PLAYGROUND SUPPLIES	128.10
SCIENCE DEPARTMENT	1,107.28
SENIOR TRIP	-2,835.81
SOFTBALL	381.31
TAG	771.97
TRACK	441.55
VOLLEYBALL	1,934.93
WEIGHT ROOM EQUIPMENT	77.72
WOODSHOP	1,746.49
WRESTLING	7,187.17
YEARBOOK LHS	1,140.35
Total BANNER BANK	47,529.39