



Santiam Travel Station

750 S. Third Street, Lebanon, OR 97355

**DISTRICT GOALS: Improve Student Achievement, K-3 Literacy, On-Time Graduation**

**MEETING AGENDA**

**1. WELCOME**

- A. Call to Order
- B. Flag Salute

**2. PUBLIC COMMENTS/PUBLIC POOL NAMING COMMENTS**

This is a time for citizens to address the Board. Public comments will need to be submitted to [ruth.hopkins@lebanon.k12.or.us](mailto:ruth.hopkins@lebanon.k12.or.us) by 4:00 PM on February 11, 2021.

**3. ALTERNATIVE CONTRACTING METHOD, pg. 3**

**Action: Approval Requested**

**4. CIA UPDATE, pg. 12**

**Action: Informational**

**5. LEBANON ONLINE**

**Action: Approval Requested**

**6. CONSENT AGENDA**

**Action: Approval Requested**

- A. January 14, 2021 Meeting Minutes, pg 19
- B. January 28, 2021 Special Meeting Minutes, pg. 51
- C. Policies – First Reading, pg. 56:

CODE	TITLE
LBE	Public Charter Schools
LBE-AR	DELETE OLD POLICY
LBE-AR	Public Charter Schools - NEW
LBEA	Resident Student Denial for Virtual Public Charter School Attendance
BDC	Executive Sessions
IICC	Volunteers
JECA	Admission of Resident Students

- D. Policies – Second Reading, pg. 97:

CODE	TITLE
GCBDA/GDBDA-AR(1)	Federal Family and Medical Leave/State Family Medical Leave
GCBDA/GDBDA-AR(2)	Request for Family and Medical Leave
GCBDA/GDBDA-AR(4)	FMLA/OFLA Eligibility Notice to Employee
IJ - NEW	School Counseling Program
IKFB	Graduation Exercises
JB	Equal Educational Opportunity
JFCM	Threats of Violence

E. Hiring:

<b>Name</b>	<b>Position – Temporary</b>	<b>FTE</b>	<b>Start Date</b>	<b>End Date</b>
Brittany Brownell	Elementary Teacher	1.0	1/22/2021	6/10/2021
Traci Ford	Lebanon Online Elementary Teacher	1.0	1/26/2021	6/10/2021
Katie Kosmowski	Lebanon Online Elementary Teacher	1.0	1/22/2021	6/10/2021
Kayla Marshall	Lebanon Online Elementary Teacher	1.0	1/22/2021	6/10/2021
Tina Paul	Elementary Teacher	1.0	1/22/2021	6/10/2021
Debra Price	Elementary Teacher	1.0	3/3/2021	6/10/2021
Crystal Zeller	Elementary Teacher	1.0	1/22/2021	6/10/2021
<b>Classified</b>	<b>Leave of Absence Request</b>			
Brandon Conn	School Assistant	.4688	2/8/2021	6/9/2021

**7. DEPARTMENT REPORTS**

**Action: Informational**

- A. Operations
- B. Human Resource
- C. Finance, pg. 126

**8. COMMUNICATION**

**Action: Informational**

- A. Board
- B. Superintendent

**9. ADJOURNMENT**

Upcoming meeting dates:

- March 11, 2021 – **Budget Meeting at 5:00 PM**
- March 11, 2021 – Regular Meeting at 6:00 PM
- April 8, 2021 – Regular Meeting at 6:00 PM
- May 13, 2021 – Regular Meeting at 6:00 PM

# Agenda Item 3

*Adoption of Alternative Contracting Method*

January 19, 2021

The Lebanon Community Schools School Board, sitting as the local contract review board for the District, is requested to consider an exemption from public bidding and use of an alternative contracting method for Seismic Rehabilitation of the Lebanon High School. ORS 279C, sets forth the process for a public agency's procurement of public improvement contracts, requiring public agencies to award contracts to the low responsive bidder.

We believe the low bid process have inherent pitfalls which we believe not to be in the District's best interests.

We are requesting the Board to adopt an alternative contracting method of Construction Manager|General Contractor (CM|GC).

At the February 11, 2021 Board meeting the Finding of Facts for these projects will be presented to the Board for review, comment and approval. We will request the Board to take action approving use of the CM|GC Alternative Contracting Method.



The Lebanon Community Schools School Board, sitting as the local contract review board for the District, is requested to consider an exemption from public bidding and use of an alternative contracting method for the Seismic Rehabilitation of Lebanon High School Gymnasium and Locker Rooms. ORS 279C, sets forth the process for a public agency's procurement of public improvement contracts, requiring public agencies to award contracts to the low responsive bidder.

We believe the low bid process have inherent pitfalls which we believe not to be in the District's best interests.

We are requesting the Board to adopt an alternative contracting method as follows:

- Construction Manager|General Contractor (CM|GC).

The Construction Manager|General Contractor procurement method benefits this class of Capital Projects allowing the CM|GC to be chosen during the Schematic Design Phase. The CM|GC will be involved through the remaining design phases providing constructability, value engineering, cost estimating, as well as the development of a construction phasing plan.

The project teams, HMK Company the Project Manager and Soderstrom Architects are experienced with these alternative contracting methods, having facilitated the processes successfully on other projects, and believe it is in the best interest of the district to adopt the alternative contracting methods as presented.

### **Construction Manager/General Contractor**

Recommended Motion: I Board Member \_\_\_\_\_ move to approve the findings of fact and adopt the other resolutions included in the attached Proposed Findings of Fact and Resolution.

**PROPOSED FINDINGS**  
**PURSUANT TO ORS 279C.335 AND OAR 137-049-0610, -0620, -0630, and -0690**  
**BY THE LEBANON COMMUNITY SCHOOLS BOARD OF DIRECTORS FOR LEBANON HIGH SCHOOL**  
**SEISMIC REHABILITATION PROJECT**

On February 11, 2021, the Lebanon Community Schools (“the District”) requested an exemption from the competitive bidding requirements of ORS Chapter 279C.335(1) pursuant to ORS 279C.335(2) for the specified project, known as Lebanon High School Seismic Rehabilitation Project. Known as the project by the District to enable it to utilize an alternative contracting method. The specific alternative contracting method which the District wishes to utilize is a Construction Manager | General Contractor (CM|GC) selection process.

The Board, having considered the evidence at the public hearing concerning this request, finds:

1. The District is a School District organized and existing under the laws of the state of Oregon.
2. The Board is the local contract review board for the District.

With regarding to ORS 279C.335, the Board has considered the following in its decision to exempt the Project from competitive bidding and use the CM|GC method:

- a. The exemption is unlikely to encourage favoritism in the awarding of the public improvement contract or substantially diminish competition for the public improvement contract.

Analysis: The Board will select the CM|GC through a competitive process that fosters competition and focuses on delivering the best value to the District with no favoritism. The District will administer an CM|GC process in a manner that will attract competition.

"Subcontractable" work will be procured by the CM|GC firm, with the oversight of the District. Should the CM|GC firm choose to bid any of the subcontractable work, then bids will need to be submitted to the District or an independent third party a minimum of 2 hours prior to bid closing.

Finding: The process used by the District makes the exemption unlikely to encourage favoritism in the awarding of the Projects or substantially diminish competition for the Projects.

- b. Awarding a public improvement contract under the exemption is likely to result in substantial cost savings and other benefits to the District.

Analysis:

- i. Public benefits

The renovated school facilities will facilitate better teaching and learning environments, providing safer and more efficient buildings. The CM|GC will help to maximize the quality and amount of construction items that can be delivered, within budget, and on schedule.

- ii. Value engineering

The CM|GC process provides many benefits and opportunities for cost savings. During the preconstruction phase, the CM|GC will be evaluating the budget and making suggestions for cost-saving changes and value enhancements. The CM|GC will evaluate major systems and make

design recommendations to the project team about which systems are most cost-effective. Use of the CM|GC process will likely result in substantial benefit to the District by facilitating and coordinating the most efficient use of limited bond funds.

The CM|GC also identifies whether project sequencing is viable and design elements can be built as drawn. All of these beneficial actions by the CM|GC will improve design, expedite construction and eliminate the potential for costly change orders. The benefits of value engineering are not available with the low bid process.

### **Findings Under ORS 279C.335(2)(b)**

Information related to each of the requirements of ORS 279C.335(2)(b) is as follows:

- (A) How many persons are available to bid.

*Information considered by the District:*

The CM|GC for the project will be selected through a competitive Request for Proposal (RFP) process. The notification of will be publicly advertised in a state-wide trade newspaper. A review committee will screen and rank proposals based on the criteria described in the request for proposal. Based upon the ranking, one or more proposers may be selected for interview. There are multiple qualified contractors available to propose on this project.

- (B) The construction budget and the projected operating costs for the completed public improvement.

*Information considered by the District:*

The total construction budget is approximately \$1,850,000

- (C) Public benefits that may result from granting the exemption.

*Information considered by the District:*

The renovated school facilities will facilitate better teaching and learning environments, providing safer and more efficient buildings. CM|GC will help to maximize the quality and amount of construction items that can be delivered, within budget, and on schedule.

- (D) Whether value engineering techniques may decrease the cost of the public improvement.

*Information considered by the District:*

During the design phase prior to material and subcontractor bidding, the CM|GC will provide value engineering and update cost estimate information. This engineering and cost estimate will assist final decision-making about the project scope, product quality and material finish. Using a CM|GC will allow more flexibility to develop, evaluate, and implement design changes with less impact on construction cost and time. In the event fast track construction is necessary, the CM|GC process provides the best means of managing fast track construction with a guaranteed completion date and a guaranteed maximum price for the construction.

Use of the CM|GC process will likely result in substantial cost savings by minimizing costly change orders through CM|GC value engineering, constructability review, scheduling, and estimating during the design process.

Use of the CM|GC process will likely result in substantial cost savings through efficiencies gained from having only one general contractor on the site, thereby reducing the need for additional job site conditions from multiple general contractors.

Use of the CM|GC process will likely result in substantial benefit to the District by facilitating and coordinating the most efficient use of limited bond funds.

- (E) The cost and availability of specialized expertise that is necessary for the public improvement.

Information considered by the District:

The contractor ultimately selected as CM|GC will demonstrate experience and expertise in providing CM|GC services to public and/or private organizations. The contractor will also have thorough knowledge of school construction and improvements. The CM|GC firm is hired at the beginning of the project to assist with master planning, design considerations, administrative coordination, scheduling, budget estimating, constructability review, and value engineering.

- (F) Any likely increases in public safety.

Information considered by the District:

All work during the construction will be done in accordance with OR-OSHA safety regulations. The CM|GC selected will be highly qualified and capable and show evidence of construction safety practices that are at the highest level of integrity. Student and staff safety is of upmost importance during construction. The CM|GC's input into construction sequencing can reduce issues related to safety.

- (G) Whether granting the exemption may reduce risks to the contracting agency, the state agency or the public that are related to the public improvement.

Information considered by the District:

The project includes technical and logistical complexities, the risks of which will be addressed with the CM|GC firm working with the district and the architect to solve specific challenges identified during the pre-construction phase. Technical complexity relates to planning and coordinating the various components of the project for safety, schedule and budget. The project includes a limited budget as well as limited construction time. Construction may not interfere with student learning.

The project will include seismic renovation. The CM|GC process should add efficiencies in coordinating these different elements of the work, in close proximity to one another, in over-lapping time periods, and with tight budgets.

- (H) Whether granting the exemption will affect the sources of funding for the public improvement;



Information considered by the District:

Funding for this project is provided by Seismic Rehabilitation Grant Program for the District. The CM|GC method of contracting provides cost controls for limited budgets and therefore benefits the district. The team approach, the schedule, the value analysis, and constructability reviews provide the ultimate in effective cost analysis.

- (I) Whether granting the exemption will better enable the contracting agency to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement.

Information considered by the District:

The CM|GC contracting process is a modern construction delivery method used by both public and private organizations. The CM|GC is tasked with keeping the project team up-to-date on the latest construction techniques and products. The CM|GC will inform the project team of current market conditions, labor and materials availability, and construction methodologies that can reduce design and construction time and costs.

- (J) Whether granting the exemption will better enable the contracting agency to address the size and technical complexity of the public improvement.

Information considered by the District:

The project must be delivered within strict technical and logistical parameters. The CM|GC firm will work with the district and the architect to solve specific challenges identified during the pre-construction phase. Technical complexity relates to planning and coordinating the various components of the project for safety, schedule and budget. The project includes a limited budget as well as limited construction time. Construction may not interfere with student learning; the majority of construction will be in phases limited to summer.

- (K) Whether the public improvement involves new construction or renovates or remodels an existing structure.

Information considered by the District:

The Project involves the seismic rehabilitation of the high school gymnasium and locker rooms.

- (L) Whether the public improvement will be occupied or unoccupied during construction.

Information considered by the District:

The Project will be occupied during the work.

- (M) Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions; **and**

Information considered by the District:

The Projects may consist of multiple phases.

- (N) Whether the contracting agency or state agency has, or has retained under contract, and will use contracting agency or state agency personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the contracting agency or state agency will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract.

Information considered by the District:

Yes, the District working with an Owner's Representative and architecture firm that have extensive experience with the construction manager / general contractor delivery method. The District is also proactively working with legal counsel experienced in construction and with CM|GC, design-build, and alternative contracting methods. The District intends to retain such consultants as may be necessary to affect the Project.



Based upon the findings set forth above, the Board, sitting as the local contract review board for the District on its request for exemption from the public contracting rules under ORS 279C.335(2), concludes:

1. Notice of public hearing was published in at least one trade newspaper of general statewide circulation a minimum of 14 days prior to the hearing.
2. A copy of the notice is attached hereto as Exhibit "A" and incorporated by this reference.
3. At the public hearing, the Board gave an opportunity for any interested party to appear and present comment.
4. Based upon the notice to the public, and the use of the construction manager / general contractor process as the manner of selecting the proposed contractor for the Project, it is unlikely that an exemption from the competitive bidding requirements of the public contracting statutes will encourage favoritism in the awarding of a public contract for the Project, or substantially diminish competition for public contracts of the like nature.
5. It is reasonably anticipated that the awarding of a public contract using the alternative method of construction manager / general contractor pursuant to an exemption under ORS 279C.335(2) will result in a substantial cost saving to the District by increasing the efficiency and accuracy of the contractor's performance of its work on the Project, by reducing the District's administrative costs and burden for the Project, and by reducing the time required for completion of the Project, which will allow the District to occupy the premises with minimum impact on the educational programs or operations of the District.
6. The District is granted an exemption under ORS 279C.335(2) from the competitive bidding requirements of ORS 279C.335(1) for the Project, so that it can utilize the construction manager / general contractor method as the alternative contract method.

DATED \_\_\_\_\_.

**LEBANON COMMUNITY SCHOOLS  
BOARD OF DIRECTORS**

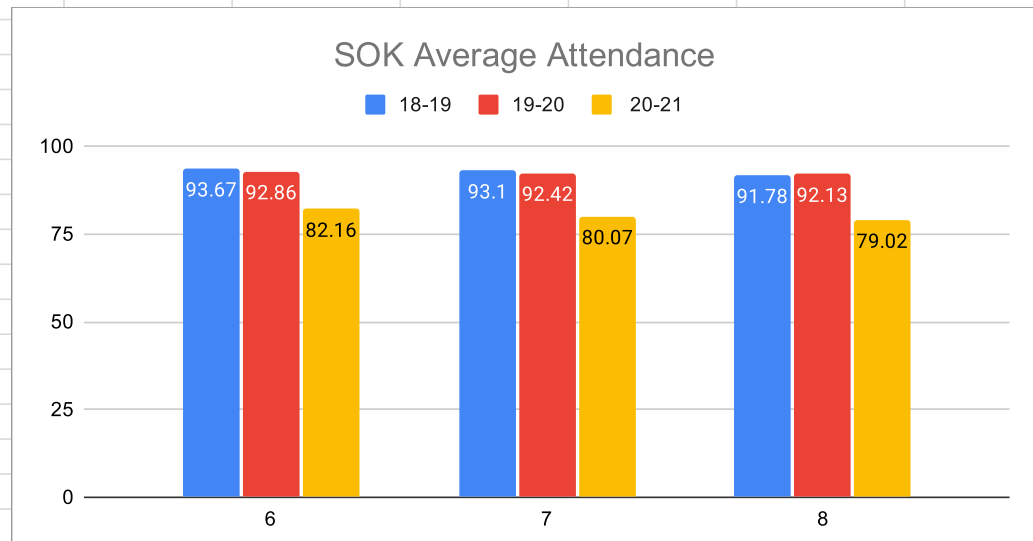
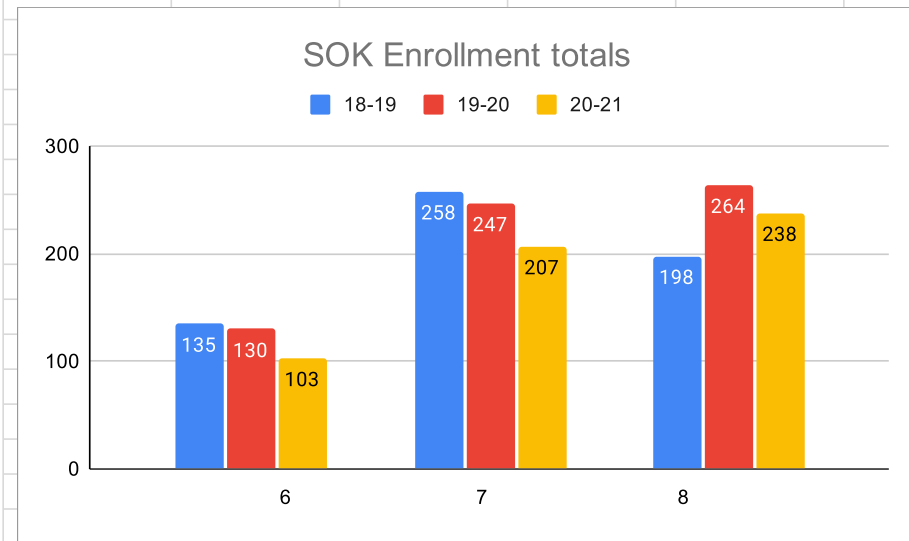
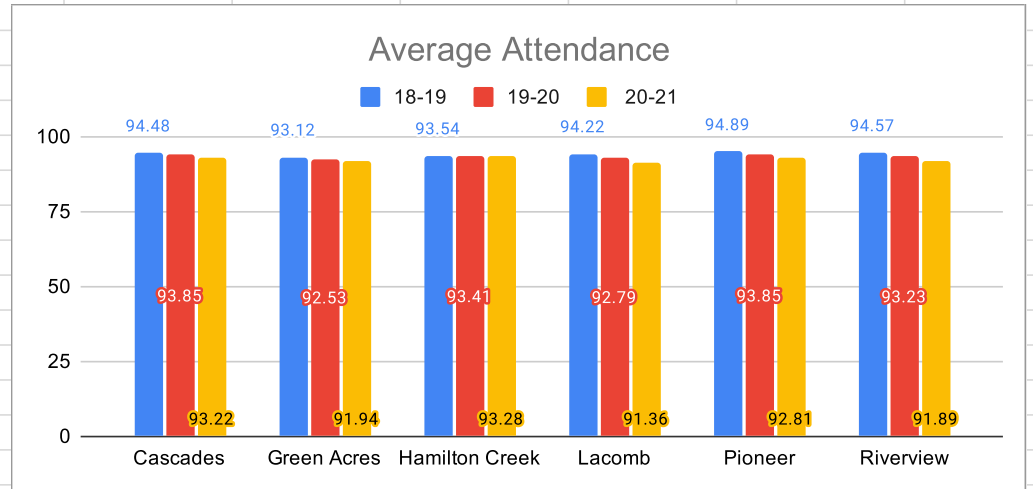
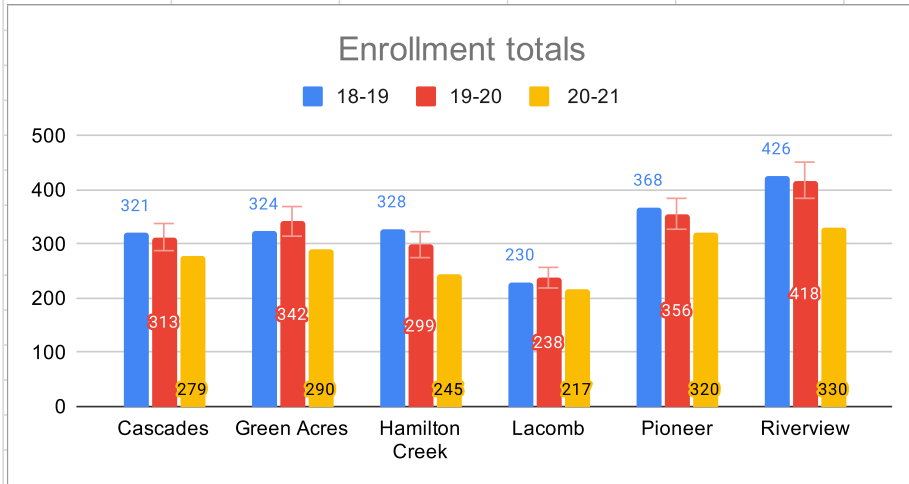
By: \_\_\_\_\_  
Its Chairperson

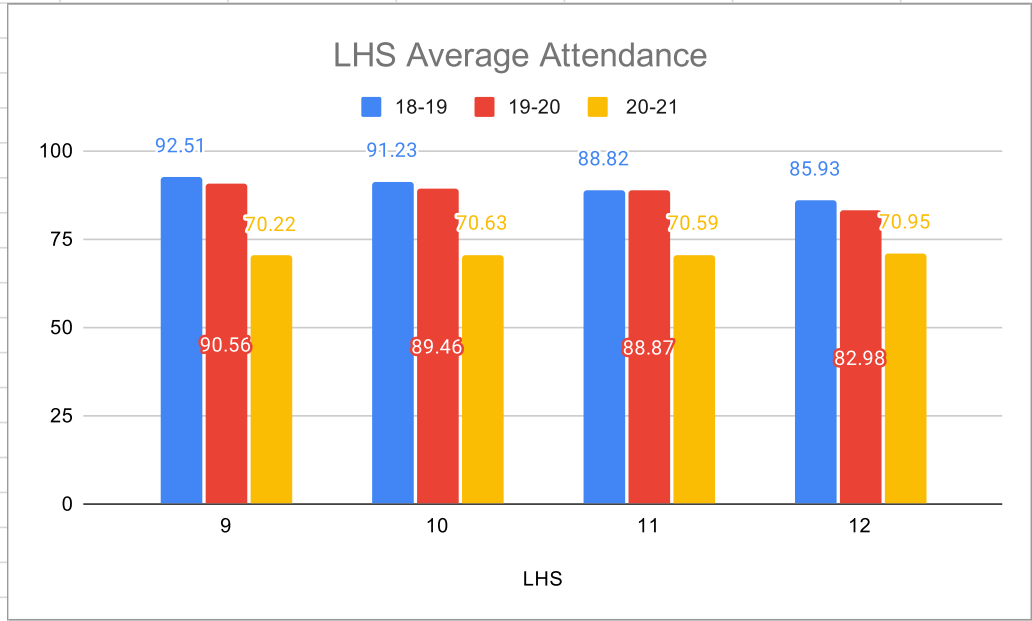
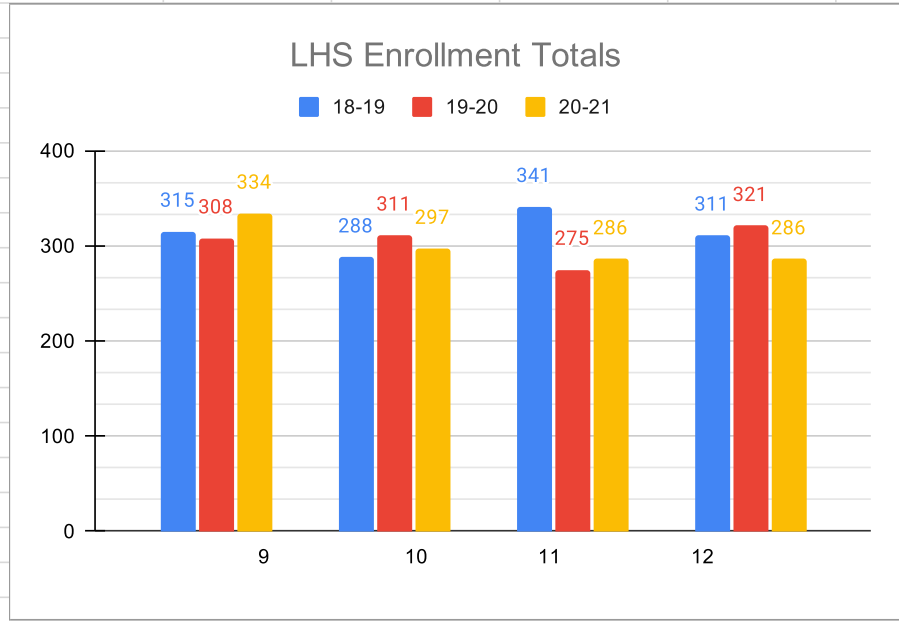
By: \_\_\_\_\_  
Its Vice-Chairperson

# Agenda Item 4

*Curriculum Instruction and Assessment Update*

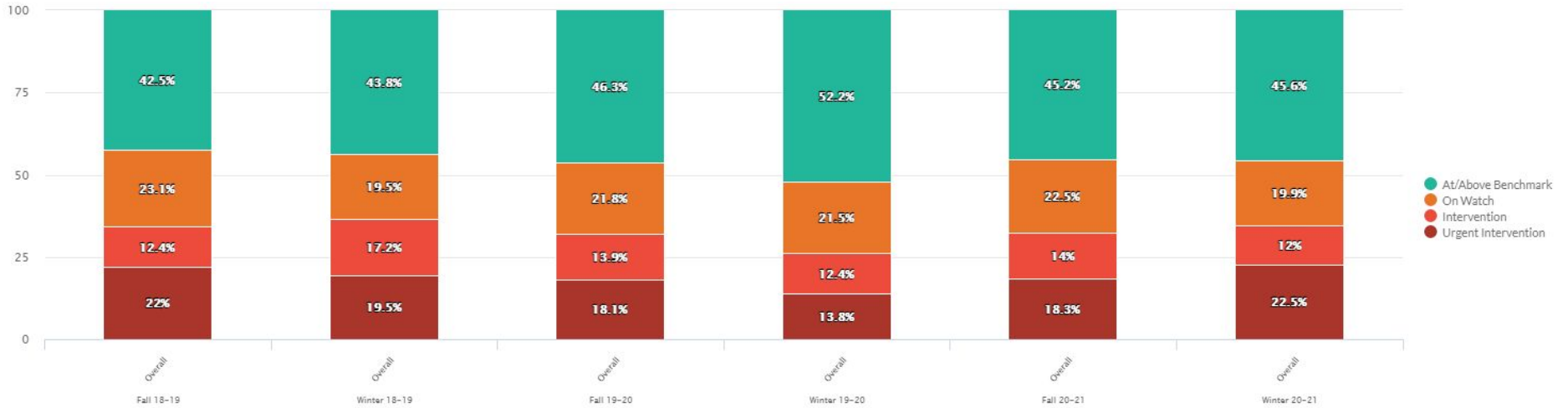
## 3-year comparison of enrollment and attendance at the end of semester 1 for all schools



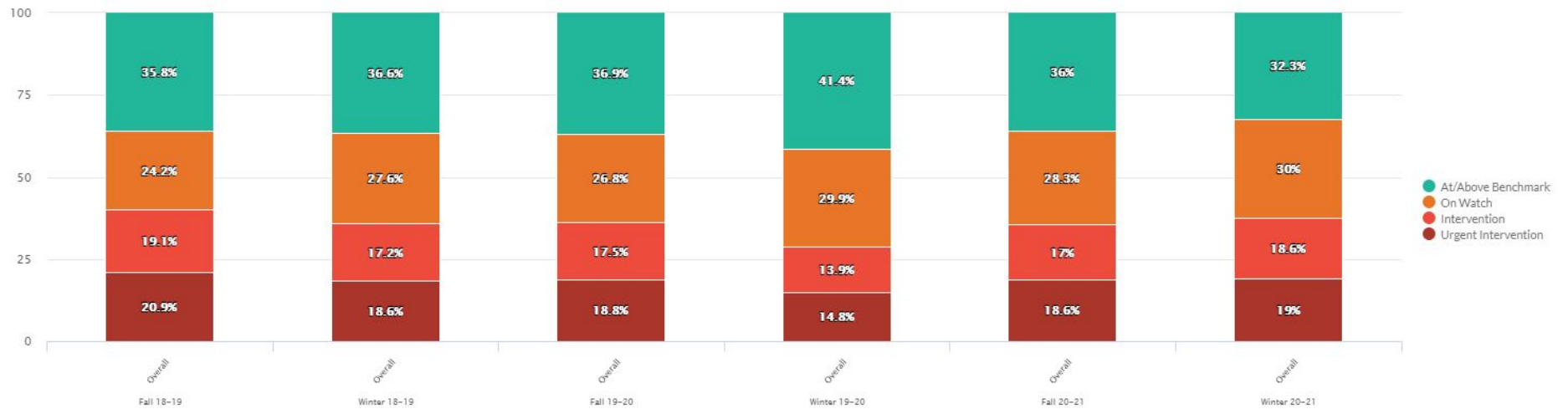


# Star Reading Data - January 2021

**2nd through 5th grade fall to winter comparison over the last 3 years**  
**45.6%** of elementary students are at or above national 50th percentile (pre-pandemic norms)

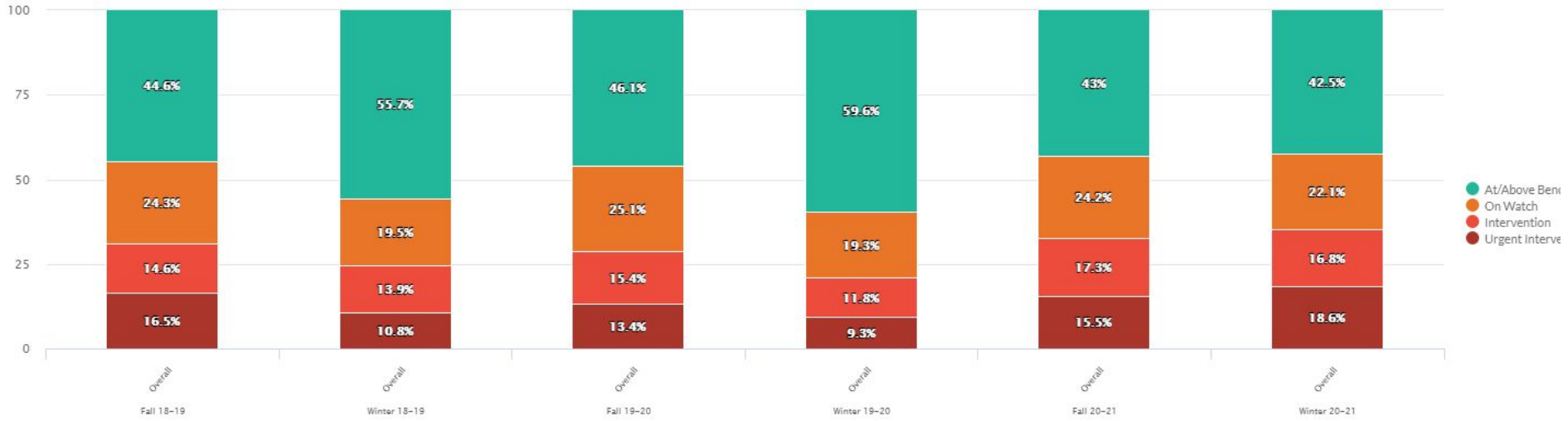


**6th through 8th grade fall to winter comparison over the last 3 years**  
**32.3%** of middle school students are at or above national 50th percentile (pre-pandemic norms)

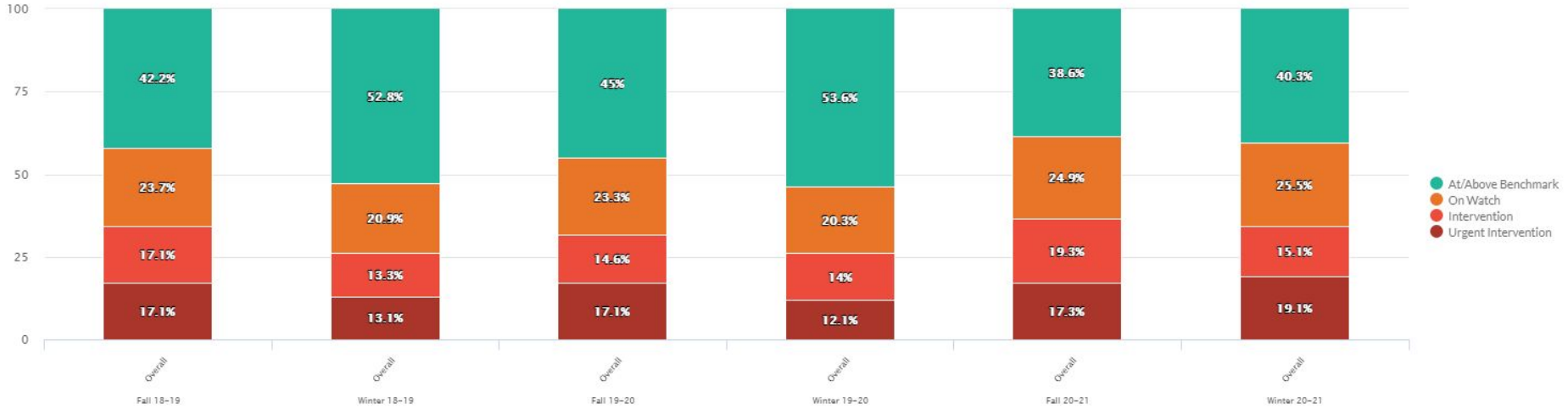


# Star Math Data - January 2021

**2nd - 5th Grade fall to winter comparison over the last 3 years**  
**42.5%** of the elementary students are at or above national 50th percentile (pre-pandemic norms)



**6th through 8th Grade fall to winter comparison over the last 3 years**  
**40.3%** of middle school students are at or above national 50th percentile (pre-pandemic norms)



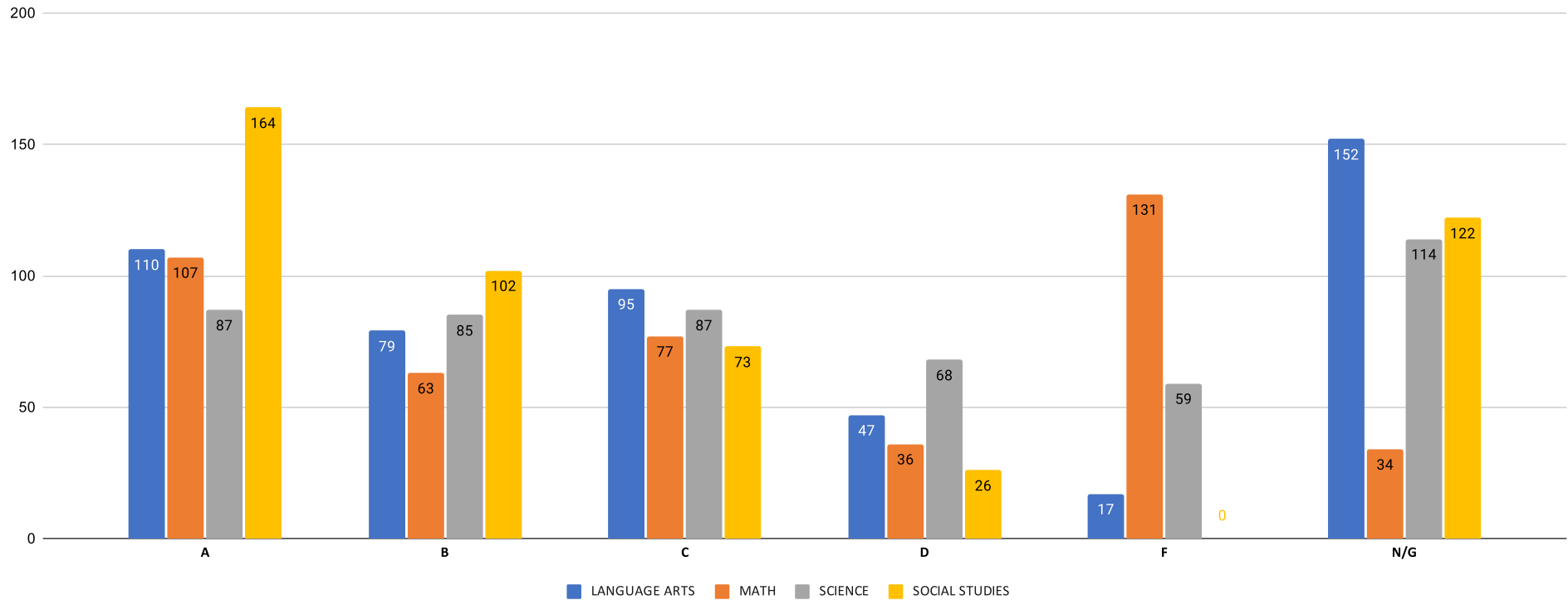


## SOK SUMMARY Semester 1 Grades 2020-2021 prepared 2/3/21

### ALL GRADES 6-8

Department	A	%A	B	%B	C	%C	D	%D	F	%F	P (Pass)	P%	N/G	N/G%	I (In-complete)	I%	Total Grades
LANGUAGE ARTS	110	22%	79	16%	95	19%	47	9%	17	3%	0	0%	152	30%	1	0%	501
MATH	107	24%	63	14%	77	17%	36	8%	131	29%	0	0%	34	8%	0	0%	448
SCIENCE	87	17%	85	17%	87	17%	68	14%	59	12%	0	0%	114	23%	0	0%	500
SOCIAL STUDIES	164	32%	102	20%	73	14%	26	5%	0	0%	23	5%	122	24%	0	0%	510
<b>TOTAL</b>	<b>164</b>	<b>32%</b>	<b>102</b>	<b>20%</b>	<b>73</b>	<b>14%</b>	<b>26</b>	<b>5%</b>	<b>0</b>	<b>0%</b>	<b>23</b>	<b>5%</b>	<b>122</b>	<b>24%</b>	<b>0</b>	<b>0%</b>	<b>510</b>

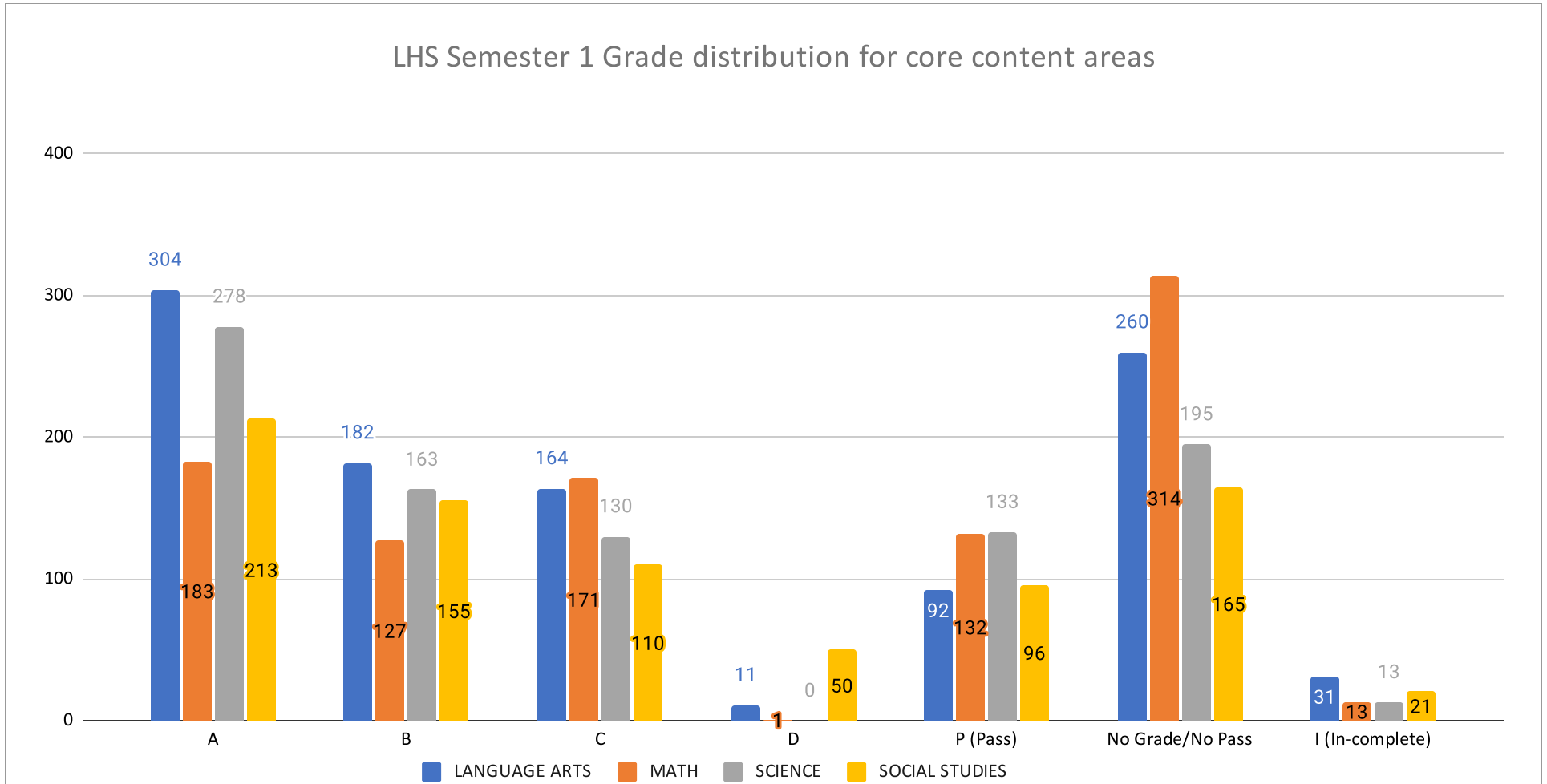
SOK Semester 1 Grade distribution for core content areas



**ALL GRADES 9-12**

Department	A	B	C	D	P (Pass)	No Grade/No Pass	I (In-complete)	Total Grades	Total %
LANGUAGE ARTS	304	182	164	11	92	260	31	1044	100%
MATH	183	127	171	1	132	314	13	941	100%
SCIENCE	278	163	130	0	133	195	13	912	100%
SOCIAL STUDIES	213	155	110	50	96	165	21	811	100%

LHS Semester 1 Grade distribution for core content areas



# Agenda Item 6

*Consent Agenda*

*January 14, 2021 Meeting Minutes*



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## **MEETING MINUTES**

<b><u>BOARD MEMBERS PRESENT:</u></b> Tom Oliver, Chair Mike Martin, Vice Chair Richard Borden Todd Gestrin Tammy Schilling	<b><u>EXECUTIVE STAFF PRESENT:</u></b> Bo Yates, Superintendent Jennifer Meckley, Assistant Superintendent William Lewis, Business Director Kim Grousbeck, Human Resources Director Tami Volz, Director of School Improvement
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The meeting minutes were recorded by Executive Secretary Ruth Hopkins.

Also present for the meeting was Les Gehrett from the Albany Democrat Herald.

### **1. WELCOME AND CALL TO ORDER**

Board Chair Tom Oliver called the meeting to order at 6:03 PM and led the Pledge of Allegiance.

### **2. AUDIENCE COMMENTS**

There were numerous public comments submitted. Chair Oliver provided an overview of the submitted comments, which was that four are in favor of Policy ACB, and eight were in favor of returning to in-person instruction. A copy of those comments are attached to these meeting notes.

### **3. COVID UPDATE**

Superintendent Yates reviewed the Hierarchy of Organizational Authority for Oregon schools and his presentation has been included with these minutes. He then presented a review of the Governor's mandates since the beginning of COVID-19 in March 2020, and the most recent update from December 23, 2020. The associated instructional models were moved from mandatory to advisory, which made the decision to resume in-person instruction to be made locally, district by district, school by school. Schools are required to continue to adhere to required health and safety protocols and work in close consultation with their local public health authority.

He further explained that the governor has given the date of January 19<sup>th</sup> to provide an update to the required metrics. There is a concern that if the district does not follow the advisory guidance provided by the state, then we may not be covered by liability insurance. The governor has also set a date of February 15 for having students return to in-person instruction.

Superintendent Yates then provided the Governor's and ODE/OHA rationale behind the shift from mandatory to advisory regarding the metrics. He has also met with a group of area superintendents to work through some of the major concerns. There is currently a date of January 23 for teachers to have access to the COVID vaccine, as they are targeted as one of the groups that have initial access to it. The Oregon Health Authority and Linn County Health are developing vaccination plans for staff that work with the youngest students first, then following with the rest. The district staff has been surveyed and there is a 60/40 percent split of staff that is willing to take the vaccine.

The ODE recommends that all districts wait until January 19 before making a calendar for returning to in-person instruction. The superintendent will wait until the district has a plan from the state before he provides a district plan. He is asking for patience from the community, until 48 hours after the Governor's update, to get information out to the community. He then shared a preliminary calendar of returning to school and pertinent dates regarding that for January, February and March.

Chair Oliver indicated that more than 80 percent of district families surveyed are wanting their kids back in school. He added that assuming the metrics are where they need to be and case rates are where they need to be, then having kids back in school by February 16 would be a reasonable date, starting with the younger grades.

Superintendent Yates added that the district would need to have a two-week lead for nutrition and transportation, and to have everything in place in the schools.

Whereupon, there was a discussion around the state guidance and the possibility of not being able to return to in-person instruction because of the metrics, as well as the failure rate of district students.

The question was asked that if we are able to return to in-person instruction, if the district will continue to offer the comprehensive district learning. The Superintendent clarified that the district will continue to offer CDL through the end of the school year.

Whereupon, there was further discussion about how teachers would teach in classrooms and distance as well, and how we are accommodating the teachers who have medical issues for not returning to the classroom, as well as what the potential risk factor is if we choose not to follow the state guidelines.

Chair Oliver clarified that if the guidelines allow us to return, then we need to return. If the guidelines don't allow us to return, then we will need a special meeting to discuss the risks of moving forward or not.

Whereupon, there was an extensive discussion around the staff, students and returning to school, as well as potential risk exposure and liability to the district.

#### **4. 2021-22 BUDGET COMMITTEE CALENDAR**

Business Director William Lewis presented the proposed budget calendar for the 2021-2022 budget season. Chair Oliver suggested that the June 2 and the June 9 meetings be held as Zoom meetings.

Upon a motion made by Vice Chair Mike Martin, duly seconded by Member Richard Borden, the Board voted unanimously to approve the 2021-22 Budget Committee Calendar as presented, with the clarification of the June 2 and June 9 meetings being held as Zoom meetings.

## **5. 2021-23 LBL ESD LOCAL SERVICE PLAN**

Superintendent Yates presented the LBL ESD Local Service Plan that is included in the information packet and is available online. He reviewed the highlights of the plan and indicated that he supports it.

Upon a motion made by Vice Chair Mike Martin, duly seconded by Member Richard Borden, the Board voted unanimously to approve the 2021-23 LBL ESD Local Service Plan as presented.

## **6. SALE OF LHS CONSTRUCTION DUPLEX**

Business Director William Lewis indicated the sale price of the duplex is \$527,500 and that Board approval is required by the title company for the sale to close.

Upon a motion made by Member Richard Borden, duly seconded by Vice Chair Mike Martin, the Board voted unanimously to approve the sale of the LHS construction class duplex in the amount of \$527,500.

## **7. NAMING OF THE LHS POOL**

The Lebanon Booster Club put forth the request to name the Lebanon pool after Jan Nadig. Superintendent Yates added that he had worked with Jan Nadig for a number of years and felt she was known locally as the "pool lady". He added that she is a sweet woman that has dedicated a lot of time over the years to helping create programs for kids.

The consensus of the Board was to move forward with the process for naming the pool after Jan Nadig. Therefore, there will be opportunity for public comments regarding this at the next two regularly scheduled Board meetings.

## **8. CONSENT AGENDA**

- A. December 10, 2020 Meeting Minutes
- B. December 17, 2020 Meeting Minutes
- C. Policies – First Reading
- D. Policies – Second Reading

Upon motion made by Member Richard Borden, duly seconded by Member Todd Gestrin, the Board voted unanimously to approve the December 10, 2020 meeting minutes and the December 17, 2020 meeting minutes as presented, approval of moving policies GCBDA/GDBDA-AR(1), GCBDA/GDBDA-AR(2), GCBDA/GDBDA-AR(4), IJ, IKFB, JB and JFCV to second reading as

presented, and adopting policies ACB and ACB-AR as presented, with the correction of Policy ACB wording of "the noose"" being changed to "a noose".

## 9. DEPARTMENT REPORTS

### A. Operations

Superintendent Yates presented a spreadsheet with the district enrollment numbers. A copy of that spreadsheet is attached to these minutes. He shared that the number of homeschooled students that would be attending Lebanon schools, plus he estimated that 6% of students are doing an online charter program, and presented all of the enrollment numbers. He mentioned that previously he had talked about building a preschool, but now he is proposing moving those monies to build classrooms for 6<sup>th</sup> grade at Seven Oak Middle School and then the open classrooms created by that at the elementary schools be used as preschool classes. This solves two problems and creates more capacity within our elementary schools. He then presented what an elementary model would look like, as well as a middle school model.

He then shared that the district had completed a long-range facility plan and the possibility of pursuing a general obligation bond. He would like to bring someone on board to help with the general obligation bond and helping to secure the monies for improvement of our facilities, and mentioned that we would also qualify for a state-matching grant, which would be about \$4 million. If the district were to get a \$4 million general obligation bond, we would qualify to be matched by the state with another \$4 million.

Chair Oliver clarified that the elementary schools in town would be pre-K to grade 5, with Hamilton Creek and Lacombe staying the same grades as they are currently. Then it would be exploring if the time were right to pursue a bond measure with the matching funds from the state for facility repairs. The district applied for that last year and did not make the cut, but a lot of the work has already been done in preparation for that. So now the next step would be to go out to the community and see if there is support for this.

Superintendent Yates added that he wanted to make sure the Board understands what the purpose of the bond is and that he has the support of the school board to move forward to see if this was the right time to pursue a bond measure. He added that LCSD owns the Lebanon pool and that it is currently needing major refurbishment. He said that at this point the district needed to make some upgrades so that we can continue to use the pool or it will need to be shut down. The Lebanon Aquatic District will continue to maintain the pool. The Aquatic District had discussed going out for their own bond to make the necessary repairs, but they have decided to join with the district to pursue funds to repair the pool in a general obligation bond.

The question was asked as to whether the community would support the extra tax of a bond when we are all dealing with COVID issues and the economy being what it currently is. Superintendent Yates responded that he would have William Lewis come back next month with information on what the costs would be to the average homeowner so the Board would be able to see what the cost would be if we pursued this.

Vice Chair Mike Martin also asked for pool information and to see what the costs would be for repairs, what they were looking at specifically repairing and how many patrons currently use the pool.

Superintendent Yates also shared that he hopes to have some data at the next board meeting for grades and fall and winter STAR assessment results. It was asked that he also provide numbers on the district failure rate.

#### B. Human Resources

There was not a report from Human Resources.

#### C. Finance

Business Director William Lewis presented the financial update. He indicated that last Monday the audit process was completed and it has been turned in to ODE. He will bring back the information to the Board next month and he will have an auditor available as well. In addition, he will have the seismic project for approval next month and will have the construction manager available at the board meeting for any questions.

Whereupon, there were some questions regarding the general fund expenditure report and William Lewis clarified the report and answered the questions.

### **9. COMMUNICATION**

#### A. Board

Chair Oliver thanked everyone for the comments regarding getting our students back in the classroom. He shared that they had heard a lot of feedback from parents about getting student in the classroom. He mentioned that the comments that are being said about how distance learning is not working for students should not be negative toward all of the work that administrators and teachers have been doing to try to make it work. It is more that students should be learning in the classroom and not doing school in their bedrooms or in isolation.

Second, is the discussion about bringing back people once we have a vaccination. He thanked the staff that has continued to work anyway through all of this without a vaccine.

He further shared that as we work to have our students back in school, he would like to transition back to board meetings returning to the Santiam Travel Station in February. All Board members were in agreement with that.

#### B. Superintendent

Superintendent Yates thanked the Board for all of their work and support, as well as voicing concerns and being honest about what they hear in the community. We are all doing our best for our communities.

### **10. ADJOURNMENT**

There being no further business before the Board, the meeting was adjourned at 8:08 PM.



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Tom Oliver, Chair

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Bo Yates, Superintendent



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DATE: January 14, 2021

TO: Board of Directors

FROM: Amy Dannen

RE: Public Comment to the Board

Dear School Board Members,

My name is Amy Dannen. I am an IA at Hamilton Creek in the Title department, but more importantly I am a parent of students in the district. It is time to open up schools in Lebanon for all ages. It has almost been a year since students have been in the classroom, and they are suffering in ways we will see and in ways we will never know. As an IA, doing small group Zooms, my students are losing precious time to make connections in their developing brains and they are starved for school and what it provides for them - learning, safety, food, and being a part of something. My daughters are in high school and know what they are missing out on. At least they have each other, and I thought I would never say this but thank goodness they have their phones to stay in contact with their friends. They are also attending sports opportunities that are available, which has been a complete blessing when it comes to their sanity and motivation to work hard in school.

Please let kids go back to school as soon as possible. They are ready and I am ready as an educator and parent. It is time.

Thank you for your time,

Amy Dannen  
Hamilton Creek Title IA and LHS parent/alumni



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DATE: January 14, 2021

TO: Board of Directors

FROM: Matt Larcombe

RE: Public Comment to the Board

Members of Lebanon Community School District Board,

I am writing to you today to express my hope that you will adopt the All Students Belong policy (ACB and ACB-AR) tonight in full. I was concerned that the issue was tabled at the last board meeting, and it seemed as if the details and importance of this policy were unclear among members. The policy specifically lays out the Confederate flag, swastikas, and nooses as symbols of hate when used by students or others in a public school. It has been widely adopted by districts in Oregon, and failure to do so here would be a signal that Lebanon schools are not willing to take a stand to defend the dignity and learning opportunities for students of color in the district.

The ACB policy clearly allows these symbols to be used as part of standards-aligned instruction, so that students get the opportunity to understand why the policy is in place and their historical significance. The current JBB policy does not specifically address these symbols, consequently allowing their use in racial bias incidents to become a grey area that only further perpetuates their use. I can tell you that LHS is often an unwelcoming place for our Black and Latinx students, and these symbols have played a role in creating that atmosphere. From swastikas on bathroom stalls, to Confederate flags on trucks, to noose's drawn by students sitting next to students of color in class, these symbols have a very clear intent to intimidate. By tolerating students to wear clothing or display imagery with these symbols, the message we choose to send is that racism and bullying are not going to be addressed if the waters can at all be muddied by the intent of the offending student. Again, educating students about these symbols is permitted, so schools would be empowered to take an approach that focuses on teaching about the impact of these symbols rather than rushing to severe punishment.

I understand that we teach and learn in a hyper partisan environment right now, and that decisions like these will be scrutinized regardless of what you decide. As board members, I know that you did not take on this task for the enormous salaries or endless media fawning, but because you care about the students of Lebanon and doing what is right for them. In that spirit, I ask that you decide that All Students do, in fact, Belong.

Thank you for your time,

Matt Larcombe  
LHS Social Studies and ELD Teacher  
249 W D St, Lebanon



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DATE: January 14, 2021

TO: Board of Directors

FROM: Becky West

RE: Public Comment to the Board

Dear School Board,

I am a mother of two children enrolled in the Lebanon school district. I believe that the school district has done a good job at adapting to the challenges that Covid has created this last year. I am very impressed with the teachers and school staff. They have worked so hard to give our kids the best experience and education that is possible with the online program.

That being said, I feel strongly that our kids need to go back to school! A lot of our kids are getting behind (or very behind) in school with the online model. I am sure as the Board, you know that fact better than any of us. There have been some kids going to school since this started because, for a variety of reasons, they were unable to keep up with school work at home. Do I need to have my kids stop doing their work online so they can go back to school too?

Now that we can make our own decision about our kids going to school, instead of waiting for Governor Brown, why aren't we jumping at the chance? Kids are suffering. Parents and families are suffering. My kids have been crying because they want to go back to school to see their friends so bad. This is a common story among my friends and colleagues. This is causing undo mental and physical stress on our kids and families.

There was a petition started last week by a parent of a child who is in the Lebanon School district. I hope that the board has seen this, but just in case you didn't, let me share some things with you. There are over 200 signatures on the petition to get our kids back in school. Comments include, "Not having kids in school is causing more damage to our society than Covid." "Kids need the social outlet that school provides." "My daughter needs to go back to school to be successful." These are only a few of the comments. Please hear out the people in your district. KIDS NEED TO BE BACK IN SCHOOL!

Thank you for listening,  
Becky West



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DATE: January 14, 2021

TO: Board of Directors

FROM: Cesly Urbina

RE: Public Comment to the Board

Dear Members of the Lebanon Community Schools Board,

The board should adopt the policy of prohibiting confederate flags, swastikas, and nooses. The confederate flag everyone is familiar with has never been the flag of the Confederacy nor has it ever been the official flag in the Civil War. The first one was seven stars formed as a circle in the corner and three stripes. The flag you're familiar with is the battle flag for the army of Northern Virginia and it was pushed to be the Confederate flag and specifically the official battle flag that never happened. This flag is the flag that southerners claim is a part of American history and should not be erased. The Klan was started by six confederate veterans including Nathan Bedford Forrest. Forrest was the first official "Grand Wizard" of the KKK. After the war, this flag was then reappropriated by the Klan to be able to communicate with each other and distinguish who was and was not a white supremacist. The flag demonstrates enslavement, inequality, violence, and gross injustice. The swastika became a symbol of racist hate. The flag is banned in Germany and should be banned in schools in America. This flag used to be a symbol of good luck, but the Nazis twisted it and used it to almost wipe out an entire race. Adolf Hitler used the symbol and turned it into a flag to convince people that what they were doing to Germans was a good thing. The symbol is constructed of how people use them and the Nazis gave it a meaning that cannot be erased nor encouraged. It is a symbol filled with racist intentions. Finally, the nooses should be banned because it is what members of the Ku Klux Klan used on African-Americans. It is a symbol of violence and terror to African-Americans. Black people were killed, beaten to death, and hung by nooses therefore, is considered a threat to others. Nooses are a symbol of hate. These symbols should not be allowed at school because the job of school staff members is to protect students- all students. School is supposed to be a safe place for students. We may not be able to protect them for the world, but we are able to protect them at school. At school, it is recommended for students to go to staff members if there is a problem, but if staff members don't see that those symbols are a problem then students won't feel comfortable enough to tell an adult. It's just like being bullied. Racism and any type of discrimination are bullying and bullying is not tolerated at school right? So why keep the symbols of hatred in school?

Sincerely,

Cesly Urbina, Senior, Lebanon High School



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DATE: January 14, 2021

TO: Board of Directors

FROM: Moria Golub

RE: Public Comment to the Board

Dear LCSD Board members,

I appreciate the opportunity to address the board this evening. I write in response to your review of OAR 581-022-2312 All Students Belong Rule and our existing equity policy, JBB. I am excited you are weighing the merits of these important policies. The combination of these two strong policies is necessary to provide an academic atmosphere where all students are guaranteed equitable access to an education free from harm. Both policies share similar language, yet the specific intent distinguishes them.

The new OAR differs from JBB in that it clearly prohibits brandishing hate symbols (noose, confederate flag and swastika, etc.) in schools and details a systematic response to these bias-related incidents. This is a powerful protection! Previously, students caught displaying those symbols suffered little consequence due to the need to prove those actions disrupted the educational experience of another student. For a student (most often of color and/or a member of the LGBTQI+ community), impacted by the exposure to these symbols, to come forward and claim they feel harassed or intimidated by that expression of hate opens them up to further risk. With the protection of policies/rules that clearly state hate-based intimidation will not be tolerated and is subject to discipline, the victims of these incidents do not need to expose themselves to further harm from calling out those actions. The All Students Belong rule puts the responsibility of ensuring all students may pursue their education free from hate-based incidents in the hands of the adult educators, the rightful protectors of their safety.

Bias incident response and prohibition of hate symbols is not addressed in the LCSD JBB. The JBB calls for creating and reviewing school systems and curriculum to ensure we are striving for equitable educational outcomes for all students. Policy that addresses decreasing the opportunity gap and building culturally responsive educational communities is critical to providing an academic environment where marginalized students thrive. When marginalized students succeed, ALL students succeed.

Please consider adopting ACB and keeping JBB. Thank you for critically considering these two policies and listening to my thoughts on the topic. I value your time and dedication to the students, families and staff of Lebanon Community School District.

Respectfully,

Moria Golub  
LHS School Counselor  
LCSD District Racial Equity Group member



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DATE: January 14, 2021

TO: Board of Directors

FROM: Daisy Torres Lopez

RE: Public Comment to the Board

Dear Members of the Lebanon Community Schools Board,

I have decided to write to you today to express how I feel about the All Students Belong policy. The policy specifically lays out the confederate flag, swastikas and nooses as symbols of hate. As a student of color at this school that is primarily white, I don't feel welcomed when students use the confederate flag, swastikas and nooses as jokes regarding the students of color. And if this policy is not enforced more, or is taken out, the students of color at LHS will be harmed. I hope that you take this letter in consideration from a student of color at LHS, and make sure that all students feel safe and like they belong at LHS.

Sincerely,

Daisy Torres Lopez  
LHS 12th grader



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DATE: January 14, 2021

TO: Board of Directors

FROM: Jaclyn Robertson

RE: Public Comment to the Board

Good morning LCSD Board Members,

My name is Jaclyn Robertson, and I have two children who attend Hamilton Creek in first and third grade. I have looked over the agenda for today's meeting and did not see anywhere on it regarding the reopening of our schools. I am aware that there are a lot of hoops/regulations that are going to have to be met, but it is my hope that Lebanon is trying their hardest to ensure our children are going to be able to return to school in February. Especially with the recent press release from Albany and Sweet Home school districts stating they will be going back to in February.

I implore you all to discuss the return of all LCSD students immediately. They want and deserve to be in school as soon as possible.

Thank you for your time,  
Jaclyn Robertson  
541-570-7408





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DATE: January 14, 2021

TO: Board of Directors

FROM: Laura Stewart

RE: Public Comment to the Board

Dear Lebanon School Board,

We have failed our kids.

We have failed the long list of lost kids who have not been heard from since the beginning of the first shut down.

We have failed the kids who have been suffering mental and physical abuse for over 300 days because they haven't been able to get out of their house and to a safe space. Just one day in school could save their life.

We have failed the kids who are starving because even though there are meals available their parents haven't gone and picked any up.

We have failed the kids who are now having suicidal thoughts and depression. We have expected them to be at home 10hrs a day by themselves while parents work. They aren't old enough to leave the house alone and their mental health has suffered. We as adults wouldn't be able to endure the mental stress and isolation these children are enduring.

We have failed the kids who would have struggled to successfully graduate with a normal education and now we have made that struggle significantly more difficult.

We have failed ALL kids by not providing them the level of education they would receive by being in person.

We have failed the kids whose parents have had to make the choice of reducing their income to be home with the children and now those kids may have a much harder future as their parents struggle to stay afloat.

We have failed the kids by not having a plan, after 300 days, to get these kids and teachers back in school safely.

We HAVE to do better than this.

We have been told relentlessly through this pandemic to follow the science. The science now OVERWHELMINGLY shows that with the right precautions kids can and should be in school. So why are we now not following the science?

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***Pursuing Excellence for Every Student, Every Day!***

[www.lebanon.k12.or.us](http://www.lebanon.k12.or.us)



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I am in no way dismissing the efforts of the teachers and staff during this time. They have done an exceptional job with the situation they have been given. However, YOU now have the choice to give these kids and parents the choice of the basic right of in person learning they deserve.

Sincerely a parent of two kids that attend Pioneer School who deserve more,

Laura Stewart



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DATE: January 14, 2021

TO: Board of Directors

FROM: Michelle Schroeder

RE: Public Comment to the Board

Bo Yates and The Lebanon School Board,

I am writing in hopes that you will reconsider your stance on in person learning. Our kids have been out of school for way too long at this point. I have a second grader and a kindergartener at Riverview. The teachers and staff have done an excellent job adapting to distance learning, however I believe that the children are struggling not only academically, but socially.

Young kids especially, need to be taught in person. My older daughter is complaining of headaches from all the screen time. My kindergartener currently gets 1 hour per week of in person instruction and it is amazing the difference that just that one hour has made.

She is hearing impaired and has an IEP for speech. It has been incredibly disappointing that she is only able to do speech over zoom. She has been in speech therapy (Privately and through Early Intervention for over a year prior to COVID shutdowns), and the difference between in person and Zoom is night and day. She is not receiving adequate instruction with Zoom speech therapy. I have been told that they will do in person speech once school is back to in person, however that has been frustrating to us because the state has allowed speech therapy to be in person for quite some time now, yet the district/school has not allowed it. It adds to the frustration when we drive by the high school and see teams practicing on the fields and we hear that weight training classes are taking place, yet my daughter with a documented disability is being pushed aside.

I feel fortunate that my kids seem to be doing well and we have been lucky to get amazing teachers this year, but I have overheard their zoom classes and there are definitely kids that are struggling and it is incredibly heart breaking to listen to. The teachers try their best, but there is only so much they can do over a screen. The letter sent to parents states that you have met with neighboring school districts and that weighed into your decision to push off in person learning. This appears to contradict my understanding that both Albany and Sweet Home have released their plans to return to in person school, so why isn't our district?

Do you have a plan to get the teachers vaccinated ASAP so that we can get our kids back to in person? There have been kids across the country in school since September. The CDC has stated that schools are not spreading Covid. I understand that there are students and teachers that do not want to return to in person learning right now, but please give those that do the opportunity. If you closely watch the data a



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majority of people recover from this and from my experience children often do very well, if not better than adults, with following rules/guidelines such as wearing masks. We need to be able to learn to live with this virus instead of constantly living in fear and shutting everything down.

Thank you for taking the time to read this and understand things from a parent perspective.

Michelle Schroeder



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DATE: January 14, 2021

TO: Board of Directors

FROM: Stephanie Herb

RE: Public Comment to the Board

For 10 long months our kids, families, teachers, and staff have endured virtual school. My three children are in sixth, third and first grades at Hamilton Creek. While we are very grateful for the immense effort manifested by all of Lebanon Community School employees, sadly, it is just not enough. No virtual lesson or program, however well planned and executed, can compensate for learning, interacting and experiencing IN-PERSON.

Our children are suffering. Covid conditions and restrictions have required our kids to be brave, patient and adaptive. Yet, as a parent as well as an engaged member of our community and school district, I plead with you to LET OUR CHILDREN RETURN TO REGULAR IN-PERSON SCHOOL in February! Caution has been exercised to protect the small and more vulnerable minority, but it has been done so at the expense of our kids' emotional, physical, intellectual and social health. Please, I beg you: put our kids' health first and let all who choose to return in-person do so within the next few weeks – before irreversible emotional and intellectual damage befalls our dear children.

Thank you,  
Stephanie Herb



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DATE: January 14, 2021

TO: Board of Directors

FROM: Robert Currey

RE: Public Comment to the Board

Sweet home has made a decision to let kids back in school 2 days a week. Can we please work something out to get Lebanon kids back in the classroom. The amount of depressed kids is horrifying! I hear a new story about a teen (or younger) suicide daily. These kids went from a full day of school, sports, and socializing. To nothing, a zoom classroom.



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DATE: January 14, 2021

TO: Board of Directors

FROM: Adria Cornell

RE: Public Comment to the Board

Members of the Lebanon Community School Board,

I am a parent of three teenagers in Lebanon Community Schools. They have participated in distance-learning 100% of the time since its inception last year. I am not someone who enjoys speaking out, but our current situation calls for becoming outspoken.

I have watched my children over the last 10 months suffer due to not being in school, and all of the peripheral things that school provides. I know my story is like thousands of others, but I would be remiss if I did not express how important the decision to return to in person learning is for our community youth.

Our neighboring school districts have made decisions in the best interest of their families and I'm hoping that Lebanon, tonight, has the gumption to do the same.

We are a family with resources that many children do not have, and it is for those kids that my heart hurts the most. Education is important, and what we are participating right now falls far short of what will be needed to have our children be ready to be scholastically adequate, socially adapted, and mentally healthy and physically well.

Please do not succumb to the limited interests of a select few, when so many vulnerable others wait for you to make the right but difficult choice.

I appreciate your service.

Respectfully,

Adria Cornell

# HIERARCHY OF ORGANIZATIONAL AUTHORITY

- ▶ **A reminder:** The Governor puts forth orders, advisories, and directives to ODE and OHA. The Governor is the State Superintendent.
- ▶ Public school districts to stay open and receive funding must follow/comply with ODE and OHA guidelines.
- ▶ School boards and superintendents preside over local governance and operations: academic-athletic programs, strategic planning, budgets, facilities, calendars, building schedules, contracts, and so forth.



# SINCE MARCH 16, 2020 THE GOVERNOR'S MANDATED EXECUTIVE SCHOOL CLOSURE ORDERS:

- ▶ All school districts must follow ODE's Ready Schools Safe Learners (RSSL) guidelines
- ▶ RSSL mandates health and safety protocols and metrics for what type of instruction is allowable i.e. distance, in-person, and limited in-person learning according to its county case counts
- ▶ RSSL dictates expectations of the delivery of instructional models
- ▶ The ability to open for in-person learning depends upon county, size of county, metrics in county, size of school, safe harbor provisions, and resources available.

# DEC. 23 THE GOVERNOR PUT FORTH FIVE STIPULATIONS TO THE OREGON DEPARTMENT OF EDUCATION (ODE) AND THE OREGON HEALTH AUTHORITY (OHA) FOR THE RETURN TO SCHOOL FOR STUDENTS:

- ▶ Local school boards, superintendents, educators, and school employees **work toward the resumption of in-person instruction to the greatest extent possible – prioritizing elementary education grounded in sound science, public health, and safety.**
- ▶ OHA is to assist schools in rapid on-site COVID testing to minimize quarantine time—prioritizing elementary students and staff.

- The Governor directed that case count metrics and associated instructional models move **from mandatory to advisory**. The decision to resume in-person instruction must be made locally, district by district, school by school. Schools must continue to adhere to required health and safety protocols and **work in close consultation with their local public health authority**.
- OHA and ODE must align the Ready Schools, Safe Learners (RSSL) guidance and Oregon OSHA rules to ensure all necessary health and safety procedures and protocols are included to allow maximum access to in-person instruction in keeping with reasonable health and safety standards.
- OHA and ODE are to provide any needed updates to districts, based on scientific data to the appropriate thresholds for the resumption of in-person instruction. **Any updates to the COVID-19 Health Metrics should be completed no later than January 19, 2021.**

THE GOVERNOR SET A TARGETED "HOPE THAT MORE OREGON SCHOOLS, ESPECIALLY ELEMENTARY SCHOOLS, WILL TRANSITION TO IN-PERSON INSTRUCTION BY **FEBRUARY 15, 2021.**"

THE GOVERNOR HAS NOW GIVEN US "LIMITED" LOCAL CONTROL—THAT IS, WE ARE LIMITED TO THE STIPULATIONS PUT FORTH FROM ODE AND OHA.

# Why the Shift from Mandatory to Advisory?

## The Governor's and ODE-OHA Rationale:

- When schools follow required health and safety protocols, there is low-risk of transmission and illness when students resume in-person instruction.
- ODE/OHA have reviewed scientific studies and advised that students are less likely to be infected with COVID-19 and they are less likely to spread COVID-19.
- ODE/OHA advise that schools are not the source of the spread of COVID-19; however, schools often help mitigate the spread of COVID-19 in their communities.
- States with metrics of 350 per 100K COVID-19 tests have been operating using hybrid in-person instruction successfully.
- Today nearly 90% of Oregon students risk not being in school for in-person learning for almost a year. The social, emotional, and academic needs of students out-weigh what the science says are the actual health risks to students and staff, if health and safety protocols are followed in school.

## Considerations:

- Currently PACE insurance does not support any district with liability insurance that operates outside of the advisory metrics. We anticipate updated guidance soon.
- On Jan. 19 ODE and OHA will/may change the current metrics (based on studies such as [Harvard Studies](#))
- ODE and OHA are looking into helping counties make more uniform recommendations to districts

- Jan. 12 ODE conducted a feedback sessions regarding adjustments to the Jan.19 RSSL update. Superintendents were provided the opportunity to voice concerns and issues.
- Governor Brown has targeted Jan. 23 for teacher access to vaccine. This needs to be a major consideration in the planning of the return to any in-person instructional model
- OHA and county health departments are developing vaccination plans for staff
  - In Linn County a team of superintendents have asked for two plans based on availability vaccines: We are meeting every week.
    - Plan A: all staff
    - Plan B: Phase I, Grades K-6 and all supporting departments



**Bottom line:** The Oregon Department of Education recommends districts wait until all updates can be made to the RSSL by Jan 19, as well as allow OHA to help prepare County Health Authorities for the transition to more localized control before returning to hybrid in-person learning.

LCSD will provide a return to school calendar within 48 hours after Governor Brown's update on January 19.



Month	Sun	Monday	Tuesday	Wednesday	Thursday	Friday	Sat	
January	3	4	5	Sup Update	6	7	8	9
	10	11	12		13	14	15	16
	17	18	MLK	Gov Update	20	21	22	23
		25	26		27	28	29	30
	31	1	2		3	4	5	6
February	7	8	9		10	11	12	13
	14	15	Presidents Day	Elem K-3	17	18	19	20
	21	22	Elem 4,5,6		24	25	26	27
	28	1	MS 6,7,8 HCR 6,7,8	2	3	4	5	6
March	7	8	9		10	11	12	13
	14	15	HS 9-10		17	18	19	20
	21	22	Spring Break		24	25	26	27
	28	29			31	1	2	3
	4	5			7	8	9	10

Projected update to metrics on January 19th Still Advisory?

Metrics	On-Site	On-Site and Distance Learning	Elementary Only	Distance Learning Only
County Case Rate per 100k	Less than 50	Less than 200	200 to 349	350 or greater

12/20-1/02 407

12/27-1/09 406

	KG	1	2	3	4	5	6	7	8	9	10	11	12	Current Enrollment	Home School	Virtual 6%	100%	No Grade 6	Class Rooms
CASCADES	40	38	42	47	40	37	36							280	62	15	357	321	20
GREEN ACRES	45	41	40	37	54	43	34							294	35	15	344	310	20
HAMILTON CREEK	26	19	28	30	24	26	31	33	29					246	62	13	321		16
LACOMB	25	22	26	23	21	15	23	34	29					218	50	12	280		15
LEBANON HS										334	297	289	287	1207	141	72	1420		
PIONEER	49	44	36	46	52	44	49							320	48	18	386	337	14
RIVERVIEW	50	45	60	65	55	52								327	95	18	440	440	20
SEVENOAK							102	208	234					544	58	33	635	750	30
<b>Total</b>	<b>235</b>	<b>209</b>	<b>232</b>	<b>248</b>	<b>246</b>	<b>217</b>	<b>275</b>	<b>275</b>	<b>292</b>	<b>334</b>	<b>297</b>	<b>289</b>	<b>287</b>	<b>3436</b>	<b>551</b>	<b>196</b>	<b>4183</b>		

<b>Elementary Model</b>	KG	1	2	3	4	5	Total
Students	50-60	50-60	50-60	50-60	50-60	50-60	<b>300 to 400</b>
Classrooms	2 to 3	2 to 3	2 to 3	2 to 3	2	2	
<b>Middle School</b>	<b>6</b>	<b>7</b>	<b>8</b>	Total			
<b>SevenOak</b>	250	250	250	<b>750</b>			
<b>Lac/Hcr</b>	50	50	50	<b>150</b>			
<b>Middle School Total</b>				<b>900</b>			

# Agenda Item 6

*Consent Agenda*

*January 28, 2021 Meeting Minutes*



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## **MEETING MINUTES**

<b><u>BOARD MEMBERS PRESENT:</u></b> Tom Oliver, Chair Mike Martin, Vice Chair Richard Borden Todd Gestrin Tammy Schilling	<b><u>EXECUTIVE STAFF PRESENT:</u></b> Jennifer Meckley, Assistant Superintendent William Lewis, Business Director Kim Grousbeck, Human Resources Director
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The meeting minutes were recorded by Executive Secretary Ruth Hopkins.

**1. WELCOME AND CALL TO ORDER**

Board Chair Tom Oliver called the meeting to order at 6:00 PM and led the Pledge of Allegiance.

**2. APPROVAL OF LEA 2020-23 CONTRACT ADDENDUM (MOU)**

Upon motion made by Member Richard Borden, duly seconded by Member Todd Gestrin, the Board voted unanimously to approve the LEA 2020-23 Contract Addendum (MOU) as presented.

**3. APPROVAL OF LESPA 2020-23 CONTRACT ADDENDUM (MOU)**

Upon motion made by Member Richard Borden, duly seconded by Vice Chair Mike Martin, the Board voted unanimously to approve the LESPA 2020-23 Contract Addendum (MOU) as presented.

**4. ADJOURNMENT**

There being no further business before the Board, the meeting was adjourned at 6:04 PM.

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Tom Oliver, Chair

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Jennifer Meckley, Assistant Superintendent



485 S. Fifth Street, Lebanon, Oregon 97355 • Phone: (541) 451-8511 • Fax: (541) 259-6857

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DATE: January 28, 2021  
TO: Board of Directors  
FROM: Laura Warren, LESPA President  
RE: Letter to the Board

Dear Lebanon Community School Board Members,

I am pleased to inform you that the Lebanon Education Support Professionals voted overwhelmingly to ratify the tentative agreement between LESPA and the LCSD. I would like to thank both teams for working collaboratively, to ultimately find a solution to settle this contract in a fair and equitable way. Both sides showed good faith and mutual respect for each other as we worked towards a common goal.

Thank you for your support throughout the process.

Sincerely,  
Laura Warren  
LESPA President



485 S. Fifth Street, Lebanon, Oregon 97355 • Phone: (541) 451-8511 • Fax: (541) 259-6857

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DATE: January 28, 2021

TO: Board of Directors

FROM: Bonita Randklev

RE: Letter to the Board

Hello Chair Oliver and Members of the Board:

Tonight, I would like to formally submit the contractual agreement from the members of the Lebanon Education Association. The agreement was voted upon ratified by our members by an overwhelming majority.

I would like to thank the members of the board who were able to participate, and the members of the District's team who dedicated countless hours to this process.

Although the settling of this contract took longer than any of us intended, I believe we have a fair and competitive settlement for all sides.

Again thank you for your time.

Sincerely,  
Bonita Randklev  
Lebanon EA, President

# *Agenda Item 8*

*Consent Agenda  
Policies – First Reading*



# BOARD MEMORANDUM



**To:** Board of Directors

**From:** Jennifer Meckley, Assistant Superintendent

**Date:** February 5, 2021

**Meeting Date:** February 11, 2021

**Re:** Policy Updates

## February 2021 POLICY UPDATES – REVIEW AND RECOMMENDATIONS

Code	Title	OSBA Recommendation	DO Staff Lead(s)	Changes/DO Staff Comments	Recommend Adoption? (Yes/No)
LBE LBE-AR	Public Charter Schools	Highly Recommended	Jen	SB 2015 expired in 20-21 school year so associated language has been removed.  LBE also remodeled to remove duplicated language found in policy LBEA (new).	Yes

**Attachment**

LBEA	Resident Student Denial for Virtual Public Charter School Attendance	Conditionally Required	Jen	We are required to have this policy if we deny our resident students from attending a virtual charter school if the percentage of our students said charter schools is more than 3%	Yes
BDC	Executive Sessions	Optional	Jen	Updated to reflect new legislation.	Yes
IICC	Volunteers	Optional	Jen	Updated to reflect new legislation. SB 155	Yes
JECA	Admission of Resident Students	Highly Recommended	Jen	Updated to reflect new legislation. SB 802 and SB 905	Yes

# OSBA Model Sample Policy

Code: LBE  
Adopted:

## 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 or a virtual public school, from ~~an~~ one or more existing public schools in the district 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 nonpublic sectarian 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.~~

Public charter schools shall demonstrate a commitment to the mission and diversity of public education while adhering to 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.

~~To meet the eligibility criteria for Board approval, a~~ An applicant must submit a complete public charter school proposal ~~must~~ that meets the requirements of Oregon law, Board policy, and regulation, and includes other information required by the district in the application process. ~~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 public charter school employer will be determined with each proposal. If the district is the employer, the terms of the current collective bargaining agreement will be examined to determine which parts of the agreement apply. If the district is not the sponsor of the public charter school, the district shall not be the employer and will not collectively bargain with public charter school employees.

The district will determine if it has any ~~unused~~ vacant or ~~underutilized~~ unused buildings and make a list of such buildings. ~~B~~ Buildings may be made available for public charter school use, subject to Board approval and Board policy. ~~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 in grades K-8 may participate in their resident district's activities that are offered before or after regular school hours. Public charter school students in grades 9-12 may participate in their resident district's available activities that are sanctioned by the Oregon School Activities Association (OSAA) when the requirements found in Oregon law are met.

The district will not provide instructional materials, lesson plans, or curriculum guides for use in a public charter school.

~~The district will [annually [by October 1]] [semiannually [by October 1 and April 1]] [by [December 1]]<sup>3</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 any virtual public charter school, subject to the requirements in Oregon Administrative Rule (OAR) 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:~~

<sup>3</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.]~~

- ~~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.~~

The superintendent will develop administrative regulations ~~for public charter schools~~ to include, but not limited to, the proposal process, review, and appeal procedures, ~~and charter agreement provisions~~, and program evaluation, renewal, and termination.

END OF POLICY

**Legal Reference(s):**

[ORS 327.077](#)  
[ORS 327.109](#)  
[ORS 332.107](#)  
[ORS 338](#)

[ORS 339.141](#)  
[ORS 339.147](#)  
[ORS 339.450](#)  
[ORS 339.460](#)

[OAR 581-026-0005 - 05150710](#)  
[OAR 581-026-0700](#)  
[OAR 581-026-0710](#)

Every Student Succeeds Act, 20 U.S.C. §§ 6311-6322 (~~2012~~2018).

# OSBA Model Sample Policy

Code: LBE-AR  
Revised/Reviewed:

## Public Charter Schools

*(Recommending deleting this version – see new administrative regulation.)*

### 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] [insert district’s identified date]<sup>1</sup>.

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<sup>1</sup> The date shall be at least 180 days prior to the date that the public charter school would begin operating and give a reasonable period of time for the school district board to complete the approval process and the public charter school to begin operating by the beginning of the school year.

b. To be considered complete, the proposal for a public charter school shall include the following:

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- (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;

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- (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.);



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- (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 Every Student Succeeds Act (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;

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- (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;

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- (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 comply with the TSPC requirements for all staff, including all TSPC Oregon Administrative Rules pertaining to its staff.]

(d) Professional Development

- (i) [Provide the public charter school’s plan for comprehensive professional development for all staff;
- (ii) Identification of how the public charter school’s licensed staff will obtain their required Continuing Professional Development units for licensure renewal.]

(e) Budget

- (i) [Explanation of projected budget item for the Public Employees Retirement System (PERS) contributions that would be required of the public charter school;
- (ii) Description of planned computer and technology support;
- (iii) Description of planned transportation costs, if applicable;
- (iv) Explanation of projected budget items for teaching salaries and other personnel contracts;
- (v) Explanation on facilities costs, including utilities, repairs, and rent;
- (vi) Copies of municipal audits for any other public charter school operated by the public charter school applicant, if applicable.]

(f) Policy

[Copies of any policy that the public charter school intends to adopt:

- (i) Which address expectations of academic standards for students and transcribing of credits;
- (ii) On student behavior, classroom management, suspensions and expulsions, which must contain an explanation of how the charter school will handle a student expelled from another district for reasons other than a weapons violation;
- (iii) Regarding corporal punishment including descriptions;
- (iv) Regarding dispensing of medication to students who are in need of regular medication during school hours;
- (v) Regarding reviewing and selecting instructional materials;
- (vi) Regarding solicitation/advertising/fundraising by nonschool groups;
- (vii) Regarding field trips;
- (viii) Regarding student promotion and retention;
- (ix) Regarding student publications;
- (x) Regarding staff/student vehicle parking and use;
- (xi) Regarding diplomas and graduation, and also participation in graduation exercises;
- (xii) Regarding student/parent/public complaints;
- (xiii) Regarding visitors;
- (xiv) Regarding staff discipline, suspension or dismissal.]

(g) Other Information

- (i) [Plans for use of any unique district facilities including, but not limited to, gymnasiums, auditoriums, athletic fields, libraries, cafeterias, computer labs and music facilities;
- (ii) Plans for child nutrition program(s);
- (iii) Plans for student participation in extracurricular activities pursuant to Oregon School Activities Association and Board policy, regulations and rules;
- (iv) Plans for counseling services;
- (v) Explanation of contingency plans for the hiring of substitute professional and classified staff;
- (vi) Description of how the public charter school will address the rights and responsibilities of students;
- (vii) Description of how the public charter school will handle situations involving student, possession, use or distribution of illegal drugs, weapons, flammable devices and other items that may be used to injure others;
- (viii) Description of procedures on how the public charter school will handle disciplinary referrals and how they will impact student promotion and advancement;
- (ix) Copies of program reviews conducted by other school districts that may have referred students to another public charter school operated by the public charter school applicant, if applicable;

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- (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;

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- (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.

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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.

**D**(28) Each member of the proposed public charter school’s governing body must provide an acknowledgment of understanding of the standards of conduct and the liabilities of a director of a nonprofit organization in ORS 65.

3. Proposal Review Process

- a. [The superintendent may appoint an advisory committee to review public charter school proposals and submit a recommendation to the Board. The committee will consist of district representatives, community members and others as deemed appropriate.]
- b. Within 30 business days of receipt of a proposal, the district will notify the applicant as to the completeness of the proposal and identify the specific elements of the proposal that are not complete. The district shall provide the applicant with a reasonable opportunity to complete the proposal.
- c. Within 60 days after the receipt of a completed proposal that meets the requirements of law and the district, the Board shall hold a public hearing on the provisions of the public charter school proposal.
- d. The Board must evaluate a proposal in good faith using the following criteria:
  - (1) The demonstrated sustainable support for the proposal by teachers, parents, students and other community members, including comments received at the public hearing;
  - (2) The demonstrated financial stability of the proposed public charter school including the demonstrated ability of the school to have a sound financial management system that:
    - (a) Is in place at the time the school begins operating;
    - (b) Is compatible with the budget and accounting system of the sponsor of the school; and
    - (c) Complies with the requirements of the uniform budget and accounting system adopted by the State Board of Education under OAR 581-023-0035.
  - (3) The capability of the applicant in terms of support and planning to provide comprehensive instructional programs;
  - (4) The capability of the applicant in terms of support and planning to provide comprehensive instructional programs to students identified by the applicant as academically low achieving;
  - (5) The adequacy of the information provided as required in the proposal criteria;
  - (6) Whether the value of the public charter school is outweighed by any directly identifiable, significant and adverse impact on the quality of the public education of students residing in the district[.][:]

[A “directly identifiable, significant and adverse impact” is defined as an adverse loss or reduction in staff, student, program or funds that may reduce the quality of existing district educational programs. This may include, but not be limited to, the following current data as compared to similar data from preceding years:

- (a) Student enrollment;
- (b) Student teacher ratio;

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- (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) [English language learners (ORS 336.079);]
  - (4) [Student conduct (ORS 339.250);]
  - (5) [Alcohol and drug abuse policy and plan (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:

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- (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;

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- (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:

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(a) Public charter school law requires the following:

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

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<sup>2</sup> [District should choose one of the options presented as “3)” above.]



(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;
- (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;

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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.

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- (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.

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(b) Additional requirements:

- (i) The district shall be an additional insured on commercial general and automobile liability insurance. The policies shall provide for a 90-day written notice of cancellation or material change. A certificate evidencing all of the above insurance shall be furnished to the district;
- (ii) The public charter school shall also hold harmless and defend the district from any and all liability, injury, damages, fees or claims arising out of the operations of the public charter school operations or activities;
- (iii) The district shall be loss payee on the property insurance if the public charter school leases any real or personal district property;
- (iv) The coverage provided and the insurance carriers must be acceptable to the district.]

- e. If the district and the public charter school enter a cooperative agreement with other school districts for the purpose of forming a partnership to provide educational services, then the agreement must be incorporated into the charter of the public charter school.
- f. In addition to any other terms required to be in the charter agreement, a virtual public charter school must have in the charter of the school, a requirement that the school:
  - (1) Monitor and track student progress and attendance; and
  - (2) Provide student assessments in a manner that ensures that an individual student is being assessed and that the assessment is valid.

5. Public Charter School Operation

- a. The public charter school shall operate at all times in accordance with the public charter school law, the terms of the approved proposal and the charter agreement.
- b. Statutes and rules that apply to the district shall not apply to the public charter school except the following, as required by law, shall apply:
  - (1) Federal law, including applicable provisions of the ESSA;
  - (2) ORS 30.260 to 30.300 (tort claims);
  - (3) ORS 192.311 to 192.478 (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);

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- (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, 659.855 and 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) ORS 329.496 (physical education);
  - (21) Any statute or rule that establishes requirements for instructional time;
  - (22) ORS 339.250 (9) (prohibition of infliction of corporal punishment);
  - (23) ORS 339.326 (notice concerning students subject to juvenile court petitions);
  - (24) ORS 339.370, 339.372, 339.388 and 339.400 (reporting of suspected abuse of a child and suspected sexual conduct, and training on prevention and identification of abuse and sexual conduct);
  - (25) ORS 329.451 (diploma, modified diploma, extended diploma and alternative certificate standards);
  - (26) Statutes and rules that expressly apply to public charter schools;
  - (27) 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
  - (28) ORS Chapter 338.
- c. The public charter school may employ as a teacher or administrator a person who is not licensed by the TSPC; however, at least one-half of the total full-time equivalent teaching and administrative staff at the public charter school shall be licensed by the commission, pursuant to ORS 342.136 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) 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, teach at least 95 percent of the school's instructional hours.
  - (7) A plan for maintaining student records and school records, including financial records, at a designated central office of operations;
  - (8) 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.

- D (9) A plan to provide access to a computer and printer equipment and the Internet service cost reimbursement as described in (8) above by students enrolled in the school who are from families that qualify as low-income under Title I of the ESSA;
  - (10) 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;
  - (11) 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;
  - (12) 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;
  - (13) 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).
  - (14) 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:

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- (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.

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## 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;

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- (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:

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- (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) above, 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) above, the following shall occur:

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- (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) above;
  - (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.

# OSBA Model Sample Policy

Code: LBE-AR

Revised/Reviewed:

*Note: Content denoted with { } are for information to guide decision making to choose content kept in this administrative regulation for implementation, and should be deleted after final language is selected.*

## 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 as described in Oregon Administrative Rule (OAR) 581-026-0300.
- 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 or Board.

### 2. Proposal Process

- a. An applicant will issue a written statement of its intent to submit a proposal not less than 30 days prior to the submission date outlined below.
- b. An applicant shall submit a complete proposal for sponsorship of a public charter school by the Board, including items outlined in ORS 338.045,[ and any additional requirements as are required in the Board’s application for sponsorship,] to the district office {<sup>1</sup>}[no less than 180 days prior to the proposed starting date of the proposed public charter school] [by [October 15] during the hours the district office is open to the public for a start date in a subsequent school year] [by [insert district’s identified date]]. The applicant shall also submit a copy of the same proposal to the State Board of Education.
- c. The district will complete the review process as outlined in Section 3 below.
- d. As part of the proposal, 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, as described in ORS Chapter 65, if the public charter school is organized as required by ORS 338.035(2)(a)(B) and (C).

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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 desired school year. Choose one of the proposed options or make other edits.}

### 3. Proposal Review Process

- a. Within 30 business days of receipt of a proposal, the district will notify the applicant as to the completeness of the proposal.
  - (1) If the Board determines the proposal is incomplete, the district will identify the specific elements of the proposal that are not complete and provide the applicant with a reasonable opportunity, as determined by the Board, to complete the proposal.
  - (2) If after given a reasonable opportunity the applicant does not complete the required elements, the Board may disapprove<sup>2</sup> the proposal.
  - (3) An applicant, that has had a proposal disapproved pursuant to section (2) may appeal the Board's decision to the State Board of Education within 30 days of the disapproval.
  - (4) A good faith disapproval is not a denial for purposes of requesting a review by the State Board of Education under ORS 338.075.
- b. Within 60 days after the receipt of a completed proposal, or a final order issued by the Superintendent of Public Instruction remanding the proposal to the Board for consideration following a decision on an appeal, the Board shall hold a public hearing on the provisions of the public charter school proposal.
- c. The Board must evaluate a proposal in good faith using the following criteria:
  - (1) The demonstrated sustainable support for the proposed charter school 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
  - (3) is in place at the time the school begins operating and meets requirements of ORS 338.095(1);
  - (4) The capability of the applicant, in terms of support and planning, to provide comprehensive instructional programs;
  - (5) The capability of the applicant, in terms of support and planning, to provide comprehensive instructional programs to students identified as academically low achieving;
  - (6) The adequacy of the information provided as required in the proposal criteria;
  - (7) Whether the value of the public charter school is outweighed by any directly identifiable, significant and adverse impact<sup>3</sup> on the quality of the public education of students residing in the district in which the public charter school will be located.
  - (8) Whether there are arrangements for any necessary special education and related services for students with disabilities;
  - (9) Whether there are alternative arrangements for students, teachers and other school employees who choose not to attend or who choose not to be employed by the public charter school; and

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<sup>2</sup> The term "disapprove" is used for a proposal that is rejected due to being incomplete. See ORS 338.055(1)(c).

<sup>3</sup> A determination of whether an impact is directly identifiable, significant and adverse may include, but is not limited to student enrollment, student-teacher ratios, staff with requisite licensure or endorsement, student learning and performance, specialty programs, financial considerations, and maintenance capabilities.

- (10) The prior history, if any, of the applicant in operating a public charter school or in providing educational services.
- d. The Board must either approve or deny the proposal within 30 days of the public hearing. Written notice of the Board's action shall be sent to the applicant by the district.
  - (1) If approved, the applicant shall also submit a copy of the approval to the State Board of Education.
  - (2) If denied, the notice must include the reasons for the denial with suggested remedial measures. The Board shall provide a reasonable opportunity for the applicant to amend and resubmit the proposal. The Board must either approve or deny the resubmitted proposal within 30 days of receipt. The Board may, with good cause, request an extension in the approval process timelines from the State Board of Education.
- e. If the Board denies the resubmitted proposal, the process ends. An applicant whose resubmitted proposal is not approved by the Board may request a review of that decision to the State Board of Education within 30 days of the disapproval.

#### 4. Terms of the Charter Agreement

- a. Upon the approval of a proposal by the Board, the applicant, in cooperation with the district, must prepare and execute 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 Board.
- c. The Board and the public charter school may amend a charter agreement through joint agreement.
- d. The agreement shall incorporate the elements of the approved proposal, will address the requirements outlined in OAR 581-026-0100(2) and any additional requirements that may apply to the public charter school including, but not limited to, the following:
  - (1) Pregnant and parenting students (ORS 336.640);
  - (2) English language learners (ORS 336.079);
  - (3) Student conduct (ORS 339.250);
  - (4) Alcohol and drug abuse policy and plan (ORS 336.222);
  - (5) Oregon Report Card (ORS 329.115);
  - (6) Employment status of public charter school employees pursuant to ORS 338.135;
  - (7) Student enrollment, application procedures and whether the public charter school will admit nonresident students and on what basis pursuant to ORS 338.125.
  - (8) Transportation of students shall comply with ORS 338.145;
  - (9) The plan for performance bonding or insuring the public charter school sufficient to protect the public charter school and the district from loss and liability and comply with Oregon law. Documentation shall be submitted prior to agreement approval.
- 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.

#### 5. Public Charter School Operation

- a. The public charter school shall operate at all times in accordance with the laws and rules governing public charter school operation in the state of Oregon, including but not limited to ORS Chapter 338 and applicable OAR Chapter 581 Division 22, and the charter agreement.
- b. 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

In addition to the other requirements for a public charter school, a virtual public charter school must comply with additional requirements pursuant to ORS 338.120.

7. Charter Agreement Review

- a. The public charter school shall report at least annually on the performance of the school and its students to ODE and the district.
- b. 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 annual 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 public charter school during the preceding annual audit period for the school; and
  - (3) A balance sheet containing a summary of the assets and liabilities of the public charter school as of the closing date of the preceding annual audit period for the school.
- c. The district may request at any time an acknowledgment from each member of the public charter school board that the member understands the standards of conduct and liabilities of a director of a nonprofit organization, as those standards and liabilities are described in ORS Chapter 65.
- d. The public charter school shall submit to the district [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. Authorizing Duties

- a. [The district shall designate a liaison<sup>{4}</sup> to the public charter school for ease of communication between the district and the public charter school.]
- b. The district shall ensure at all times that both the public charter school and the district are in compliance with the charter agreement, as per ORS 338.065(2).
- c. The district shall conduct:

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<sup>4</sup> {This designated staff member may be the superintendent or other designee.}

- (1) A comprehensive annual visit to the public charter school and written evaluation of the charter school's program, which should include an audit of the public charter school's academic, financial, and operational performance.
- (2) A review of public charter school staff credentials to ensure that public charter school staff are properly licensed and/or registered with TSPC.
- (3) A collection and review of all deliverables specified in the agreement.
- (4) A review of data to ensure the public charter school is making progress on reasonable, measurable written goals for academic, financial, and operational performance.
- (5) A review to ensure the public charter school is providing appropriate services to students who qualify, e.g., English learner supports.

## 9. Complaints Heard by the Charter School Board

A final decision reached by the public charter school board for a complaint that alleges a violation of ORS 339.285 - 339.303 or OAR 581-021-0550 - OAR 581-021-0570 (Restraint or Seclusion), ORS 659.850 (Discrimination), ORS 659.852 (Retaliation), or applicable OAR Chapter 581, Division 22 (Division 22 Standards), is recognized as the final decision regarding this complaint<sup>5</sup> by the Board of Sand Ridge Charter School. A final decision may be appealed to the Oregon Department of Education under OAR 581-002-0003 - 581-002-0005.

## 10. Charter School Renewal

- a. The first renewal of a charter agreement shall be for the same time period as the initial charter. Subsequent renewals of a charter agreement 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 board shall submit a written renewal request to the Board for consideration at least 180 days prior to the expiration of the charter agreement;
  - (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 district and the public charter school shall negotiate a new charter agreement within 90 days unless the district and the public charter school agree to an extension of the time period. Notwithstanding the time period specified in the charter agreement, an expiring charter agreement shall remain in effect until a new charter agreement is negotiated;
  - (5) If the Board does not renew the charter agreement, the public charter school board may address the reasons stated for denial of the renewal and any remedial measures suggested by the district and submit a revised request for renewal to the Board;
  - (6) If the Board does not renew the charter agreement based on the revised request for renewal 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 agreement renewal pursuant to ORS 338.065(6).

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<sup>5</sup> The public charter school board is given this authority by the district Board as established by [the charter agreement] [Board policy] [resolution].

- (7) The Board shall base the charter agreement renewal decision on a good faith evaluation pursuant to ORS 338.065(8) and shall base the renewal evaluation described primarily on a review of the public charter school’s annual performance reports, annual audit of accounts and annual site visit and review as required by ORS 338.095 and any other information mutually agreed upon by the public charter school board and the Board.

For purposes of this section, the phrase “good faith evaluation” means an evaluation of all criteria required by ORS 338.065 resulting in a conclusion that a reasonable person would come to who is informed of the law and the facts before that person.

## 11. 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 that is described in ORS 338.115.
  - (4) Failure to maintain insurance as described in the charter.
  - (5) Failure to maintain financial stability.
  - (6) Failure to maintain, for one 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.(6) above, the following shall occur:
  - (1) The Board shall give the public charter school board, at least 60 days prior to the proposed effective date of termination, written notification of its decision which shall state the grounds for termination.
  - (2) If the grounds for termination include failure to maintain financial stability or failure to maintain a sound financial management system, the Board and the public charter school may agree to develop a plan to correct deficiencies. The plan to correct deficiencies will follow a process outlined in ORS 338.105.
  - (3) The public charter school may request a hearing with the Board in relation to a termination or a plan to correct deficiencies. The request must be made in writing and delivered to the business address of the district.
  - (4) Following a hearing, a decision reached by the Board to terminate may be appealed by the public charter school to the State Board of Education.
- c. The Board may terminate a charter immediately and close the public charter school for endangering the health or safety of the students enrolled in the public charter school under ORS 338.105(4):
  - (1) A public charter school board may request, in writing and delivered to the business address of the district, a hearing with the Board.
  - (2) Within 10 days of receiving the request for a hearing, the Board must hold a hearing on the termination.

- (3) If the Board acts to terminate the charter following the hearing, the public charter school may appeal the decision reached by the Board to the State Board of Education.
  - (4) The public charter school will remain closed during the appeal process at the discretion of the Board unless the State Board of Education orders the Board not to terminate and to re-open the public charter school.
- d. If the charter agreement is terminated or a public charter school is closed or dissolved by the governing body of the public charter school, it shall be done only at the end of a semester and the public charter school board shall notify the district at least 180 days' prior to the proposed effective date of the termination, closure or dissolution. [Such notice must be made in writing and be delivered to the business address of the district.]
  - e. If a charter agreement is terminated or a public charter school is dissolved, assets 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.



# OSBA Model Sample Policy

Code: LBEA  
Adopted:

## Resident Student Denial for Virtual Public Charter School Attendance\*\*

{This policy is required if the district plans to deny a ~~student the right~~ parent notice of enrollment to attend a virtual public charter school. ~~Before adopting, first verify if the district has this language already in policy LBE.~~}

The district will semiannually, calculate the percentage of the number of students residing in the district, who are enrolled in a virtual public charter school not sponsored by the district. When the established percentage is more than three percent, the district will not approve additional students enrollment to a virtual public charter school, subject to the requirements in Oregon Administrative Rule (OAR) 581-026-0305(2).

The district may send a notice of approval or disapproval to a parent<sup>1</sup> of a student who has sent a notice to the district of intent to enroll the student in a virtual public charter school not sponsored by the district (See OAR 581-026-0305(3)). The district may respond with an approval or disapproval to a parent within eight business days<sup>{2}</sup> of receipt of the notice from the parent.

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.

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<sup>1</sup> “Parent” means parent, legal guardian or person in “parental relationship” as defined in Oregon Revised Statute (ORS) 339.133.

<sup>22</sup> {If a parent does not receive a notice of approval or disapproval from the district within 14 days of sending the notice of intent to enroll to the district, the student shall be deemed approved for enrollment by the district.}

A parent may appeal a decision of a district to not approve a student enrollment to a virtual public charter school to the State Board of Education under OAR 581-026-0310.

END OF POLICY

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**Legal Reference(s):**

[ORS 332.107](#)  
[ORS 338.125](#)

~~[OAR 581-002-0040](#)~~  
[OAR 581-026-0305](#)

[OAR 581-026-0310](#)

# OSBA Model Sample Policy

Code: BDC

Adopted:

## Executive Sessions

The Board may meet in executive session to discuss subjects allowed by statute but may not take final action except for the expulsion of a student and matters pertaining to or examination of the confidential ~~medical~~ records of a student, ~~including that student's educational program.~~

An executive session may be convened by order of the Board chair, upon request of three Board members or by common consent of the Board for a purpose authorized under Oregon Revised Statute (ORS) 192.660 during a regular, special or emergency meeting. The presiding officer will announce the executive session by identifying the authorization under ORS 192.660 for holding such session and by noting the subject of the executive session.

The Board may hold an executive session:

1. To consider the employment of a public officer, employee, staff member or individual agent. (ORS 192.660(2)(a))
2. To consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent who does not request an open hearing. (ORS 192.660(2)(b))
3. To conduct deliberations with persons designated by the governing body to carry on labor negotiations. (ORS 192.660(2)(d))
4. To conduct deliberations with persons designated by the governing body to negotiate real property transactions. (ORS 192.660(2)(e))
5. To consider information or records that are exempt by law from public inspection. (ORS 192.660(2)(f))
6. To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed. (ORS 192.660(2)(h))
7. 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. (ORS 192.660(2)(i))
8. To consider matters relating to school safety or a plan that responds to safety threats made toward a school. (ORS 192.660(2)(k))
9. To review the expulsion of a minor student from a public elementary or secondary school. (ORS 332.061(1)(a))

10. To discuss matters pertaining to or examination of the confidential ~~medical~~ records of a student, ~~including that student's educational program~~. (ORS 332.061(1)(b))

Members of the press may attend executive sessions except those matters pertaining to:

1. Deliberations with persons designated by the Board to carry on labor negotiations;
2. Hearings on the expulsion of a minor student~~s~~ or examination of the confidential ~~medical~~ records of a student ~~including, that student's educational program~~; and
3. Current litigation or litigation likely to be filed if the member of the news media is a party to the litigation or is an employee, agent or contractor of a news media organization that is a party to the litigation.

If an executive session is held pursuant to ORS 332.061, the following shall not be made public: the name of the minor student; the issue, including the student's confidential ~~medical~~ records ~~and educational program~~; the discussion; and each Board member's vote on the issue.

Minutes shall be kept for all executive sessions.

Content discussed in executive sessions is confidential.

END OF POLICY

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**Legal Reference(s):**

~~ORS 192.610-660-192.710~~  
~~ORS 332.045~~

[ORS 332.061](#)

[House Bill 2514 \(2019\)](#)

# OSBA Model Sample Policy

Code: **IICC**  
Adopted:

## Volunteers \*

Community patrons who voluntarily contribute their time and talents to the improvement and enrichment of the public schools' instructional and other programs are valuable assets. The Board encourages constructive participation of groups and individuals in the school to perform appropriate tasks during and after school hours under the direction and supervision of professional personnel.

A volunteer authorized by the district for service into a position that allows direct, unsupervised contact with students shall undergo an in-state criminal records check. A volunteer allowed to have direct, unsupervised contact with students, in a position identified by the district as requiring a fingerprint-based criminal records check, shall undergo a state and national criminal records check based on fingerprints. (See Board policy GCDA/GDDA – Criminal Records Checks and Fingerprinting and its accompanying administrative regulation.) A volunteer that will not likely have direct, unsupervised contact with students will be required to undergo an in-state criminal records check.

A volunteer who knowingly makes a false statement, as determined by the district, on a district volunteer application form will be denied the ability to volunteer in the district.

Any electronic communications with students by a volunteer for the district will be appropriate and only when directed by district administration. When communicating with students electronically regarding school-related matters, volunteers shall use district e-mail using mailing lists and/or other internet messaging to a group of students rather than individual students or as directed by district administration. Texting or electronically communicating with a student through contact information gained as a volunteer for the district is strongly discouraged.

Nonexempt employees<sup>1</sup> may be permitted to volunteer to perform services for the district provided the volunteer activities do not involve the same or similar type of services<sup>2</sup> as the employee's regularly assigned duties. In the event a nonexempt employee volunteers to perform services for the district that are the same or similar as the employee's regularly assigned duties, the Board recognizes that under the Fair Labor Standards Act (FLSA), overtime or compensatory time must be provided.

The administration is responsible for the recruitment, use, coordination and training of volunteers. These assignments will be carried out as directed or delegated by the superintendent. Every effort should be made to use volunteer resources in a manner which will ensure maximum contribution to the welfare and educational growth of students.

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<sup>1</sup> [There are three types of FLSA exemptions: those for executive, administrative and professional employees. Generally, employees who are exempt under the executive, administrative or professional exceptions must primarily perform executive, administrative or professional duties at least 50 percent of the employee's time.]

<sup>2</sup> [Instructional assistant duties are generally viewed to be the same type of service, supervising and instructing students, as coaching.]

END OF POLICY

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**Legal Reference(s):**

[ORS Chapter 243](#)

[ORS 326.607](#)

[ORS 332.107](#)

[ORS 339.372](#)

[OAR 581-021-0510 – 021-0512](#)

[OAR 839-020-0005](#)

[Senate Bill 155 \(2019\)](#)

Fair Labor Standards Act of 1938, 29 U.S.C. §§ 206-207 (2012).

# OSBA Model Sample Policy

Code: JECA

Adopted:

## Admission of Resident Students\*\*

Resident students may be admitted under the following conditions:

1. A school-age student who lives within the district attendance area between the ages of 5 and 19 shall be allowed to attend school without paying tuition.
2. A student who turns 19 years of age during the school year shall continue to be eligible for a free and appropriate public education for the remainder of the school year.
3. The Board may admit an otherwise eligible student who is not receiving special education and who has not yet attained 21 years of age prior to the beginning of the current school year if he/she the student is shown to be in need of additional education in order to receive a diploma or a modified diploma. This student may attend school without paying tuition for the remainder of the school year.
4. The Board shall admit an otherwise eligible student who has not yet attained age 21 prior to the beginning of the current school year if the student is receiving special education services and:
  - a. Has not yet received a regular high school diploma; or
  - b. Has received a modified diploma, an extended diploma or an alternative certificate.

~~A student with disabilities shall be considered a resident in which the child's parent or guardian resides under criteria identified in Oregon Revised Statute (ORS) 339.134.~~

~~A student with disabilities voluntarily placed outside the home by his/her parent or guardian may continue to attend the school the student was attending prior to the placement as a district resident, when the student's parent or guardian and school staff can demonstrate it is in the student's best interest.~~

~~7.5. Students whose parent or guardian voluntarily placed the child outside the child's home with a public or private agency and who is living in a licensed, certified or approved substitute care program, and whose residency is established pursuant to Oregon Revised Statute (ORS) 339.134.~~

~~8.6. Students who are military children<sup>1</sup> are considered resident of the district, if the district is the district of military residence<sup>2</sup> for the military child. Parents of military students must provide proof of residency within 10 days after the date of military transfer or pending transfer indicated on the official military order.~~

<sup>1</sup> "Military child" means a child who is in a military family covered by the Interstate Compact on Educational Opportunity for Military Children, as determined under rules adopted by the State Board of Education.

<sup>2</sup> "School district of military residence" means the school district in which 1) the family of a military child intends to reside as the result of a military transfer; or 2) if the school district in which the family intends to reside is unknown, the school district in which the military installation identified in the official military order is located.

~~9.7.~~ The Board will deny regular school admission to a student who has become a resident student and who is under expulsion from another district for reasons other than a weapons policy violation.

~~10.8.~~ The Board shall deny, for at least one calendar year from the date of the expulsion, regular school admission to a student who has become a resident student and who is under expulsion from another district for a weapons policy violation.

~~11.9.~~ The Board may, based on district criteria, provide alternative programs of instruction to a student expelled for a weapons policy violation.

END OF POLICY

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**Legal Reference(s):**

[ORS 109.056](#)  
[ORS 327.006](#)  
[ORS 339.115](#)

[ORS 339.133](#)  
[ORS 339.134](#)  
[ORS 433.267](#)

[Senate Bill 802 \(2019\)](#)  
[Senate Bill 905 \(2019\)](#)



# Agenda Item 6

*Consent Agenda*

*Policies – Second Reading*

# OSBA Model Sample Policy

Code: GCBDA/GDBDA-AR(1)

Revised/Reviewed:

## 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:

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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.

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;
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:

1. 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.
2. 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.

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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.

3. 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;
4. 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:

1. 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.
2. 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.
3. Sick Child Leave: leave for non-serious health conditions of the employee's child. For OFLA, sick child leave includes absence to care for an employee's child whose school or child care provider has been closed<sup>3</sup> in conjunction with a statewide public health emergency declared by a public health official.<sup>4</sup>
4. Bereavement Leave: leave related to the death of a covered family member.<sup>5</sup>

<sup>3</sup> "Closure" for the purpose of sick child leave during a statewide public health emergency declared by a public health official means a closure that is ongoing, intermittent, or recurring and restricts physical access to the child's school or child care provider. OAR 839-009-0210(4).

<sup>4</sup> The district may request verification of the need for sick child leave due to a closure during a statewide emergency. Verification may include:

1. The name of the child being cared for;
2. The name of the school or child care provider that has closed or become unavailable; and
3. A statement from the employee that no other family member of the child is willing and able to care for the child. With the care of a child older than 14, a statement that special circumstances exist requiring the employee to provide care to the child during daylight hours.

<sup>5</sup> Bereavement leave under OFLA must be completed within 60 days of when the employee received notice of the death.

5. 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.
6. 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

### 1. Family member:

#### a. For the purposes of FMLA, “family member” means:

- (1) Spouse<sup>6</sup>;
- (2) Parent;
- (3) Child; or
- (4) Persons who are “in loco parentis”.

#### 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”.

### 2. 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”.

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<sup>6</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.

- 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.
3. 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.

4. 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.

5. 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.

6. 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~~ they were:

- 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>7</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>8</sup> 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>9</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.

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<sup>7</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>8</sup> Sick child leave under OFLA need not be provided if another family member, including a noncustodial biological parent, is willing and able to care for the child.

<sup>9</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.

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>10</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>11</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. For OFLA this includes but not limited to sick child leave taken requiring an altered or reduced work schedule because the intermittent or recurring closure of a child's school or child care provider due to a statewide public health emergency declared by a public health official.

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

1. 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
2. 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.

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:

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<sup>10</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>11</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.



1. The employee accepts the position voluntarily and without coercion;
2. The transfer is temporary, lasts no longer than necessary and has equivalent pay and benefits;
3. The transfer is compliant with any applicable collective bargaining agreement;
4. The transfer is compliant with state and federal law, including but not limited to the protections provided for in FMLA and/or OFLA; and
5. 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:

1. The employee accepts the transfer position voluntarily and without coercion;
2. The transfer is temporary, lasts no longer than necessary and has equivalent pay and benefits;
3. The transfer is compliant with any applicable collective bargaining agreements;
4. The transfer is compliant with state and federal law, including but not limited to the protections provided for in FMLA and/or OFLA;
5. 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
6. 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.

1. 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 servicemember 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.

2. 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 servicemember, 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 servicemember, 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>12</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 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.

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<sup>12</sup> [The district must choose one of the following from the three available bracketed options to complete this paragraph, and delete the other two.]

## **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

1. 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.
2. 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].

## 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~~ they are 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.



## 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)

U.S. Department of Labor | Wage and Hour Division

# OSBA Model Sample Policy

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

## Request for Family and Medical Leave

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

PLEASE PRINT

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

Name \_\_\_\_\_ Effective date of the leave \_\_\_\_\_

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

Status:  Full-time  Part-time  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 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.  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 \_\_\_\_\_

<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.



Please check one:  Spouse<sup>3</sup>  Child  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).

Please state name and address of relation:

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

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

4.  Sick child leave due to the closure of a child's school or child care provider.

5.  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: \_\_\_\_\_

6.  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).

7.  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)

8.  To care for a spouse, son, daughter, parent, or next of kin<sup>4</sup> who is a covered servicemember with a serious illness or injury incurred in the line of duty or active duty in the armed forces. Has leave been taken for the same servicemember and the same injury?  Yes  No (District: Use GCBDA/GDBDA-AR(3)(D) Certification Form) If yes, when was the leave taken and for how many work days? \_\_\_\_\_

9.  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 during the 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 during the leave period.] [I am required 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. I may select the order in which the available paid leave is used.]

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

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

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

# OSBA Model Sample Policy

Code: GCBDA/GDBDA-AR(4)

Revised/Reviewed:

## 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 (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. \_\_\_\_\_ Sick child leave due to the closure of a child's school or child care provider;
5. \_\_\_\_\_ An illness or injury to your child which requires home care but is not a serious health condition (OFLA leave only);
6. \_\_\_\_\_ A qualifying exigency arising from a spouse, child or parent in the Armed Forces on covered active duty, or in the National Guard or Reserves on covered active duty;
7. \_\_\_\_\_ 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;
8. \_\_\_\_\_ A serious illness or injury, incurred in the line of duty, of a covered service member who is your spouse, child, parent or next of kin;
9. \_\_\_\_\_ For the death of a family member (OFLA only).

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<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.

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>2</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.

Also, your health benefits under FMLA and OFLA 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 will be reinstated to the same position, or in some cases under state or federal law, to an equivalent position.

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 FMLA OFLA both FMLA and OFLA.
2. The requested leave may be counted against your annual FMLA leave entitlement OFLA leave entitlement 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*)
5. a. 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.*)
5. b. You have a minimum 30-day Other: \_\_\_\_\_ (*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 canceled. 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

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<sup>2</sup> Oregon Military Family Leave Act allows for 14 days of leave per deployment.

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.

5. c. 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.
5. d. 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 C.F.R. § 104 (c)(2)(B) of the FMLA.
6.  You will be required to present a fitness-for-duty 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 certification prior to being restored to employment following leave for your own serious health condition.
7. a. You  are  are not a “key employee” as described in C.F.R. § 825.218 of the FMLA regulations. If you are a “key employee,” reinstatement to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to the district. (FMLA leave only.)
7. b. 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 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.

# OSBA Model Sample Policy

Code: IJ  
Adopted:

## School Counseling Program

The district's coordinated comprehensive school counseling program supports the academic, career, social-emotional, and community involvement development of all students. Each school will have a comprehensive counseling program for students in all grades, which will be based on the Oregon Department of Education's *Oregon's Framework for Comprehensive School Counseling Programs*.<sup>1</sup>

The district will adopt program goals, which will assist students to:

1. Understand and utilize the educational opportunities and alternatives available to them;
2. Meet academic standards;
3. Establish tentative career and educational goals;
4. Create and maintain an education plan and education portfolio;
5. Demonstrate the ability to utilize personal qualities, education and training, in the world of work;
6. Develop decision-making skills;
7. Obtain information about self;
8. Accept increasing responsibility for their own actions, including the development of self-advocacy skills;
9. Develop skills in interpersonal relations, including the use of effective and receptive communication;
10. Utilize school and community resources;
11. Demonstrate and discuss personal contributions to the larger community; and
12. Know here and how to utilize personal skills in making contributions to the community.

Materials used in the counseling program will be free of content that may discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, age, disability, or marital status, or that which permits or requires different treatment of students on such basis unless such differences cover the same occupation and interest areas and the use of such different material is shown to be essential to the elimination of discrimination.

Consistent with individual rights and the counselor's obligations as a professional, the counseling

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<sup>1</sup> Oregon Department of Education - [Comprehensive School Counseling](#)

relationship and resulting information may be protected as privileged communications by Oregon law.<sup>2</sup>

END OF POLICY

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**Legal Reference(s):**

[ORS 40.245](#)

[ORS 326.565](#)

[ORS 326.575](#)

[ORS 329.603](#)

[ORS 336.187](#)

[OAR 581-021-0013](#)

[OAR 581-021-0046\(7\)](#)

[OAR 581-022-2030](#)

[OAR 581-022-2055](#)

[OAR 581-022-2060](#)

[OAR 581-022-2250](#)

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2019).

Protection of Pupil Rights, 20 U.S.C. § 1232h (2018); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2019).

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<sup>2</sup> See ORS 40.245.

# OSBA Model Sample Policy

Code: IKFB

Adopted:

## Graduation Exercises

The Board believes that completion of the requirements for a diploma, a modified diploma, an extended diploma or an alternative certificate from public schools is an achievement that improves the community as well as the individual. The Board wishes to recognize this achievement in a publicly, celebrated graduation exercise.

Accordingly, appropriate graduation programs may be planned by the [school] on the date selected by [the Board].

The district's valedictorian(s), salutatorian(s) or others, at the discretion of the principal or designee, may be permitted to speak as part of the district's planned graduation program. All speeches will be reviewed and approved in advance by the building principal or designee.

All students in good standing<sup>1</sup> who have successfully completed the requirements for a high school diploma, or qualifies to receive or receives a modified diploma, an extended diploma or an alternative certificate, including [a student participating in a district-sponsored alternative education program and] a student with disabilities receiving a document certifying successful completion of program requirements, may shall have the option to participate in graduation exercises.

A student shall be allowed to wear a dress uniform issued to the student by a branch of the U.S. Armed Forces if the student:

1. Qualifies to receive a high school diploma, a modified diploma, an extended diploma or an alternative certificate; and
2. Has completed basic training for, and is an active member of, a branch of the U.S. Armed Forces.

Graduating students will be allowed to wear items of cultural significance, in accordance with consistently-enforced rules established by the principal or designee.

END OF POLICY

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### Legal Reference(s):

[ORS 329.451](#)  
~~[ORS 332.105](#)~~  
[ORS 332.107](#)  
~~[ORS 332.114](#)~~  
~~[ORS 339.115](#)~~  
[ORS 339.505](#)

[ORS 343.295](#)  
~~[OAR 581-021-0071](#)~~  
[OAR 581-021-0050](#)  
[OAR 581-021-0055](#)  
[OAR 581-021-0060](#)

[OAR 581-022-2000](#)  
[OAR 581-022-2010](#)  
[OAR 581-022-2015](#)  
[OAR 581-022-2020](#)  
[OAR 581-022-2505](#)

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<sup>1</sup> [A student may be denied participation in graduation exercises for conduct that violates board policy, administrative regulation and/or code of conduct provisions.]



31 OR. ATTY. GEN. OP. 428 (1964)

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2012~~8~~); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (~~2017~~2020).

Kay v. David Douglas Sch. Dist. No. 40, 1987); cert. den., 484 U.S. 1032 (1988).

Doe v. Madison Sch. Dist. No. 321, 177 F.3d 789 (9th Cir. 1999).

Lee v. Weisman, 505 U.S. 577 (1992).

Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260 (1988).

# OSBA Model Sample Policy

Code: JB  
Adopted:

## Equal Educational Opportunity<sup>[\*\*]</sup>

Every student of the district will be given equal educational opportunities regardless of age, sex, sexual orientation<sup>1</sup>, race, religion, color, national origin, disability, marital status, familial status~~[,] [or]~~ parental status, linguistic background, culture, socioeconomic status, capability or geographic location.

~~Further~~, no student will be excluded from participating in, denied the benefits of, or subjected to discrimination under any educational program or activity conducted by the district or denied access to facilities in the district. ~~The district will treat its students without discrimination on the basis of sex as this pertains to course offerings, athletics, counseling, employment assistance and extracurricular activities.~~

~~The superintendent will designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX. The Title IX coordinator will investigate complaints communicated to the district alleging noncompliance with Title IX. The name, address and telephone number of the Title IX coordinator will be provided to all students and employees.~~

A student or parent may also access and use the district's general complaint procedure through Board policy KL - Public Complaints.

All reports, complaints or information will be investigated.

~~The Board will adopt and the district will publish grievance procedures providing for prompt and equitable resolution of student and employee complaints under Title IX.~~ The district will communicate the availability of policy and available complaint procedures to students and their parents through available district communication systems~~[,] [and] [handbooks]~~ and will be published to the district website and made available at the district office during regular business hours.

A student of the district may not be subjected to retaliation by the district for the reason that the student has in good faith reported information that the student believes is evidence of a violation of a state or federal law, rule or regulation.

END OF POLICY

### Legal Reference(s):

[ORS 174.100](#)  
[ORS 192.630](#)  
[ORS 326.051](#)  
[ORS 329.025](#)  
[ORS 332.107](#)  
~~[ORS 336.067](#)~~

~~[ORS 336.082](#)~~  
[ORS 336.086](#)  
~~[ORS 342.123](#)~~  
[ORS 659.850](#)  
[ORS 659.852](#)  
~~[ORS Chapter 659](#)~~

~~[ORS Chapter 659A](#)~~  
[ORS 659A.003](#)  
[ORS 659A.006](#)  
~~[ORS 659A.030](#)~~  
[ORS 659A.103 - 659A.145](#)  
[ORS 659A.400](#)

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

[ORS 659A.403](#)  
[ORS 659A.406](#)

[OAR 581-021-0045](#)  
[OAR 581-021-0046](#)

[OAR 581-022-2310](#)  
[OAR 839-003-0000](#)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2012~~8~~); 28 C.F.R. §§ 42.101-42.106 (2019).  
~~Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2012).~~  
Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 793-794 (2012~~2018~~); 34 C.F.R. Part 104 (2019).  
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683, 1701, 1703-1705 (2012~~2018~~); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2017~~2020~~).  
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2012~~2018~~); 29 C.F.R. Part 1630 (2017~~2019~~); 28 C.F.R. Part 35 (2017~~2019~~).  
Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12333 (2018).

# OSBA Model Sample Policy

Code: JFCM

Adopted:

## Threats of Violence\*\*

The Board is committed to promoting healthy relationships and a safe learning environment. To this end, student threats of harm to self or others, threatening behavior or acts of violence, including threats to severely damage any district property, shall not be tolerated on district property or at activities under the jurisdiction of the district.

Students shall be instructed of the responsibility to inform a teacher, counselor or administrator regarding any information or knowledge relevant to conduct prohibited by this policy. Parents and others will be encouraged to report such information to the district. Staff shall immediately notify an administrator of any threat, threatening behavior or act of violence ~~he/she~~ **the staff member** has knowledge of, has witnessed or received. All reports will be promptly investigated.

Students found in violation of this policy shall be subject to discipline up to and including expulsion. **The principal shall notify the parent or guardian of any student in violation of this policy and the disciplinary action imposed.** A referral to law enforcement shall be made for any infraction involving a student bringing, possessing, concealing or using a weapon or destructive device as prohibited by state and federal law and Board policy.

**The district shall enforce this policy consistently, fairly and without bias against any student, including a student from a protected class as defined in Oregon Revised Statute 659.850.**

The principal shall, in determining appropriate disciplinary action, consider:

1. Immediately removing from the classroom setting, any student who has threatened to injure another person or to severely damage district property;
2. Placing the student in a setting where the behavior will receive immediate attention from an administrator, counselor, licensed mental health professional or others;
3. Requiring the student to be evaluated by a licensed mental health professional before allowing the student to return to the classroom setting<sup>[1]</sup>.

**The district may enter into contracts with licensed mental health professionals to perform student evaluations. Funds for evaluations, other disciplinary options or other procedures as may be required by law and this policy shall be provided by the district.**

The principal shall ~~ensure notification is provided to~~ **attempt to notify:**

- ~~1. The parent of any student in violation of this policy and the disciplinary action imposed;~~

<sup>1</sup> [A student removed from the classroom setting for an evaluation may not be removed for more than 10 school days unless the principal is able to show good cause that an evaluation could not be completed in that time period.]

1. The parent or guardian of a student when the student's name appears on a targeted list at school that threatens violence or harm to the students on the list, or when threats of violence or harm to the student are made by another student at school;
2. Any district employee whose name appears on a targeted list at school threatening violence or harm to the district employee [and when threats of violence or harm are made by a student or others at school].

The principal shall attempt to ~~Notification~~ to the above persons ~~shall be attempted~~ by telephone or in person promptly and within 12 hours of discovery of a targeted list or learning of a threat. Regardless, the principal shall issue a written follow-up notification ~~shall be sent~~ within 24 hours of discovery of a targeted list or learning of a threat.

The principal will provide necessary information regarding threats of violence to law enforcement, child protective services and health care professionals in connection with a health and safety emergency if knowledge of the information is necessary to protect the health and safety of the student or other individuals. Additionally, ~~he/she~~ the principal may provide such information to other school officials, including teachers within the district or other districts who have a legitimate educational interest in the student(s) consistent with state and federal education records laws and district policies.

The district or person participating in good faith in making the notification required by ORS 339.327 is immune from any liability, civil or criminal, that might otherwise be incurred or imposed with respect to the making or content of the notification.

[As a part of the district's proactive safety efforts, the superintendent will plan staff development activities designed to alert staff to early warning signs of possible violent behavior. Students so identified shall be referred to a counselor, licensed mental health professional and/or multidisciplinary team for evaluation and follow-up as appropriate.]

END OF POLICY

**Legal Reference(s):**

[ORS 161.015](#)  
[ORS 166.210 - 166.370](#)  
[ORS 332.107](#)  
[ORS 339.115](#)  
[ORS 339.240](#)  
[ORS 339.250](#)

[ORS 339.327](#)  
~~[ORS 809.135](#)~~  
~~[ORS 809.260](#)~~  
[OAR 581-021-0050 - 021-0075](#)  
[OAR 581-053-0010\(5\)](#)

[OAR 581-053-0230\(9\)\(k\)](#)  
[OAR 581-053-0330\(1\)\(r\)](#)  
[OAR 581-053-0430\(17\)](#)  
[OAR 581-053-0531\(16\)](#)  
[OAR 581-053-0630](#)

Gun-Free School Zones Act of 1990, 18 U.S.C. §§ 921(a)(25)-(26), 922(q) (~~2012~~2018).  
 Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400-1419 (~~2012~~2018).  
 Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (~~2012~~2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (~~2017~~2019).

# Agenda Item 7

*Finance Department Reports*

## 2020-2021 General Fund Expenditure Report

Obj	Description	16/17 Actual	17/18 Actual	18/19 Project	19/20 Budget	20/21 Budget	2-04-21 YTD	2-04-21 Encumb	2-04-21 Balance
111	Certified salaries	10,161,648	10,831,007	12,299,845	12,665,056	12,540,564	4,999,478	6,997,019	544,067
112	Classified salaries	4,545,055	4,757,666	5,617,686	6,227,931	6,008,791	2,604,237	2,957,355	447,200
113	Administrative salaries	1,648,330	1,614,127	1,782,092	1,873,807	1,863,955	1,082,925	805,649	(24,619)
114	Managerial - classified	178,755	187,797	249,120	154,577	289,051	164,512	122,951	1,588
116	Retirement stipends	51,134	35,621	19,904	91,904	133,413	51,275	70,000	12,138
119	Confidential salaries	84,504	131,698	159,789	162,808	284,898	169,214	95,863	19,821
121	Certified subs	432,293	446,157	43,660	2,000	0	0	0	0
122	Classified subs	155,004	150,074	42,523	1,500	23,975	0	0	23,975
123	Temp certified	73,949	133,971	162,287	82,264	45,425	0	0	45,425
124	Temp classified	0	0	23,111	8,000	21,658	5,547	0	16,111
127	Student helpers salaries	7,895	6,544	4,413	21,000	16,654	6,140	0	10,513
132	Compensation time	25,767	37,764	77,738	52,300	44,207	37,424	0	6,783
133	Extra duty	324,897	286,017	350,933	279,579	128,295	48,308	0	79,986
134	Classified extra hrs	185,048	192,566	200,393	208,000	0	0	0	0
135	Vacation Payoff	6,938	12,246	14,017	29,817	24,292	326	0	23,967
136	Mentor teacher pay	609	0	0	0	0	0	0	0
137	Personal Leave Payout	0	0	0	0	0	0	0	0
138	Department Head Extra Duty	1,613	1,556	788	6,000	30,000	0	0	30,000
142	Taxable Meal Reimbursement	903	1,503	2,073	0	809	10	0	799
143	Cell Phone Stipend				0	1,080	630	450	0
145	Travel Stipend				0	11,400	0	0	11,400
150	Club Advisor			34,950	29,650	120,904	77,064	93,511	(49,671)
	<b>Total Salaries</b>	<b>17,884,343</b>	<b>18,826,313</b>	<b>21,136,091</b>	<b>21,896,193</b>	<b>21,680,883</b>	<b>9,257,536</b>	<b>11,142,797</b>	<b>1,280,551</b>
210	PERS	4,187,401	4,442,519	5,780,868	7,398,130	7,286,664	3,035,189	3,550,993	700,482
220	Social Security	1,328,140	1,385,595	1,550,125	1,655,388	1,642,024	670,238	784,611	187,174
231	Worker's Comp	173,370	196,943	238,867	293,025	275,747	60,512	61,705	153,530
241	Employee Ins - Admin	212,862	208,912	239,427	215,642	275,263	151,502	107,324	16,437
242	Employee Ins - Certified	2,328,554	2,370,817	2,831,052	2,449,421	2,756,998	1,069,068	1,478,195	209,735
243	Employee Ins - Classified	2,137,321	2,102,847	2,408,513	2,327,520	2,596,579	1,024,409	1,182,908	389,262
244	Employee Ins - Other	7,731	27,124	36,487	33,429	65,298	38,357	21,367	5,574
245	Employee Ins - Retired	228,774	195,821	122,925	83,600	52,700	22,595	0	30,105
247	TSA	40,991	22,082	24,336	25,200	45,600	26,600	19,000	0
	<b>Total Benefits</b>	<b>10,645,144</b>	<b>10,952,659</b>	<b>13,232,600</b>	<b>14,481,355</b>	<b>15,086,873</b>	<b>6,100,313</b>	<b>7,206,103</b>	<b>1,780,457</b>
311	Instructional Services	157,581	110,051	121,558	103,800	76,375	27,261	100	49,014
312	Instr Prog Improve Service	36,748	39,424	33,042	53,000	67,750	20,351	0	47,400
319	Other Instr-Prof-Tech SVCS	9,745	23,110	11,205	20,000	10,000	3,639	0	6,361
322	Repairs & Maintenance	168,482	173,295	254,579	190,300	227,612	93,008	6,960	127,644
323	Radio Service	7,767	38,310	12,455	11,100	11,100	7,663	3,684	(248)

## 2020-2021 General Fund Expenditure Report

Obj	Description	16/17 Actual	17/18 Actual	18/19 Project	19/20 Budget	20/21 Budget	2-04-21 YTD	2-04-21 Encumb	2-04-21 Balance
324	Rentals	104,777	102,560	121,067	129,400	88,286	37,798	155	50,333
325	Electricity	473,758	466,093	453,206	502,620	465,700	173,787	200,936	90,977
326	Fuel	187,899	223,740	181,534	223,135	217,800	80,101	60,549	77,150
327	Water & Sewer	121,239	150,725	138,029	153,520	142,500	76,488	0	66,012
328	Garbage	96,811	95,095	112,864	102,400	87,000	44,380	0	42,620
329	Other Property Services	19,246	34,726	10,550	20,000	0	0	0	0
330	Reimb. Student Transportation	0	1,589	(64,563)	10,200	29,900	3,014	0	26,886
340	Travel	140,225	178,985	149,454	158,263	150,513	1,154	453	148,906
343	Travel - Student - Out of Dist.	0	2,916	1,140	5,300	4,500	0	0	4,500
346	Meals/Transportation	48	99	153	200	350	0	0	350
348	Staff Tuition	44,768	71,830	92,746	47,000	2,000	52,797	0	(50,797)
351	Telephone	70,529	39,486	44,987	73,165	65,100	27,510	15,371	22,219
353	Postage	21,909	14,712	24,224	26,074	28,900	16,316	4,081	8,503
354	Advertising	3,551	1,087	2,761	4,300	2,650	325	0	2,325
355	Printing & Binding	48,223	51,996	13,712	29,400	30,950	17,447	0	13,503
359	Other Communication Services	0	0	0	0	0	0	0	0
360	Charter School Payments	1,961,788	1,866,943	2,159,564	2,195,000	2,300,000	1,596,873	0	703,127
362	Insurance Reimbursement	0	0	0	0	0	0	0	0
371	Tuitions Payments to Other Dist.	29,701	29,536	0	0	0	0	0	0
372		0	0	0	0	0	0	0	0
373	Tuition Pay Private School	0	0	0	5,000	0	0	0	0
374	Other Tuition	625,503	162,192	240,090	92,500	90,000	29,665	0	60,335
381	Audit Services	25,150	27,700	29,150	30,000	39,000	0	0	39,000
382	Legal Services	5,288	11,261	33,971	35,000	35,000	7,083	0	27,917
384	Negotiation Services	13,784	8,590	0	10,000	5,000	0	0	5,000
386	Data Processing SVCS	76,794	75,380	65,278	89,600	65,000	23,310	0	41,690
388	Election Services	0	1,573	4,623	5,000	5,000	0	0	5,000
389	Other Non_instr Pro/Tech	539,114	292,488	451,897	363,700	351,450	186,922	1,356	163,172
391	Physical Exams - Drivers	3,168	4,193	4,072	4,400	5,750	2,994	1,875	881
392	Drug Tests Drivers	635	1,255	1,670	3,000	2,250	620	1,380	250
393	Child Care Services	22,000	22,000	0	15,000	0	0	0	0
394	Sub calling service	7,489	6,464	14,113	15,000	12,000	0	0	12,000
395	Classified subs	0	0	226,030	194,000	228,600	7,718	0	220,882
396	Criminal History checks	2,928	3,179	4,066	3,200	3,500	80	0	3,420
397		0	0	0	0	0	0	0	0
398	Fingerprinting	462	266	38	1,000	2,500	177	0	2,323
399	Classified subs	0	0	499,109	425,000	445,791	5,450	0	440,341
	<b>Total P. Services</b>	<b>5,027,111</b>	<b>4,332,849</b>	<b>5,448,375</b>	<b>5,349,577</b>	<b>5,299,827</b>	<b>2,545,686</b>	<b>300,521</b>	<b>2,453,621</b>
406	Gas Oil & Lubricants	103,868	115,426	190,500	190,500	189,100	20,695	255,801	(87,396)



## 2020-2021 General Fund Expenditure Report

<b>Obj</b>	<b>Description</b>	<b>16/17 Actual</b>	<b>17/18 Actual</b>	<b>18/19 Project</b>	<b>19/20 Budget</b>	<b>20/21 Budget</b>	<b>2-04-21 YTD</b>	<b>2-04-21 Encumb</b>	<b>2-04-21 Balance</b>
410	Supplies & Materials	419,096	486,014	452,860	648,024	651,837	196,382	5,966	449,490
413	Vehicle repair parts	48,980	44,746	27,649	52,800	50,500	11,404	25,815	13,281
414	Transportation operations	6,060	8,776	30,655	15,000	25,000	7,522	1,621	15,857

## 2020-2021 General Fund Expenditure Report

Obj	Description	16/17 Actual	17/18 Actual	18/19 Project	19/20 Budget	20/21 Budget	2-04-21 YTD	2-04-21 Encumb	2-04-21 Balance
420	Textbooks	131,379	83,687	68,642	28,033	9,933	6,949	0	2,984
430	Library Books	8,588	5,880	5,914	15,694	8,200	826	0	7,374
440	Periodicals	1,937	5,354	6,511	6,000	10,800	10,538	0	262
460	Equipment under 5K	212,514	184,119	162,389	178,842	146,100	12,735	0	133,365
470	Computer software	195,888	181,289	184,472	264,360	257,398	261,843	2,190	(6,635)
480	Computer hardware	252,444	221,873	146,797	170,593	181,265	52,498	0	128,767
	<b>Total Supplies &amp; Materials</b>	<b>1,380,753</b>	<b>1,337,164</b>	<b>1,276,389</b>	<b>1,569,846</b>	<b>1,530,133</b>	<b>581,393</b>	<b>291,392</b>	<b>657,348</b>
520	Buildings Acquisition				0	0	0	0	0
540	Equipment	20,047	65,034	39,805	54,500	25,000	0	0	25,000
564	Bus Replacement	0		258	0	0	0	0	0
	<b>Total Capital Outlay</b>	<b>20,047</b>	<b>65,034</b>	<b>47,641</b>	<b>54,500</b>	<b>90,000</b>	<b>0</b>	<b>0</b>	<b>90,000</b>
621	Regular Interest	0	0	0	500	0	0	0	0
640	Dues & Fees	67,655	178,632	101,706	175,180	159,726	60,592	600	98,534
650	Insurance & Judgments	218,639	230,250	245,279	265,588	306,221	0	0	306,221
659	Settlements	0	34,000		0	0	0	0	0
670	Taxes & Licenses	0	0	0	200	700	981	0	(281)
	<b>Total Other Objects</b>	<b>286,294</b>	<b>442,882</b>	<b>346,985</b>	<b>441,468</b>	<b>469,147</b>	<b>370,717</b>	<b>600</b>	<b>97,830</b>
707	Transfer - Vocational House Fun	0	0	40,000	0	70,000	70,000	0	0
710	Transfer - Technology	200,000	225,000	100,000	0	80,000	80,000	0	0
711	Transfer - Classroom Furniture	50,000	25,000	50,000	0	10,000	10,000	0	0
712	Transfer - Textbook Adoption	350,000	300,000	400,000	400,000	200,000	200,000	0	0
713	Transfer - Capital Improvement	250,000	250,000	400,000		200,000	200,000	0	0
714	Transfer - Track and Turf Fund	110,000	10,000	85,000	10,000	0	0	0	0
715	Transfer - Athletic Fund	365,000	405,000	446,000	450,000	475,000	475,000	0	0
716	Transfer - Bus Replacement	250,000	250,000	300,000	150,000	225,000	225,000	0	0
717	Transfer - Unemploy Ins	15,000	25,000	25,000	25,000	250,000	250,000	0	0
718	PERS Reserve	500,000	500,000	525,000	0	450,000	450,000	0	0
719	Transfer - Food Service	65,225	90,656	100,000	100,000	120,000	120,000	0	0
720	Transfer - Music/Band Replacem	0	0	0	0	20,000	20,000	0	0
730	Transfer - Debt Service	0	100,000	150,000	50,000	0	0	0	0
731	Transfer - Academic Achievemer	0	0	0	0	0	0	0	0
	<b>Total Transfers</b>	<b>2,155,225</b>	<b>2,180,656</b>	<b>2,621,000</b>	<b>1,185,000</b>	<b>2,100,000</b>	<b>2,100,000</b>	<b>0</b>	<b>0</b>
810	Reserve/Contingency	0	0	0	1,750,000	2,000,000	0	0	2,000,000
	<b>Grand Total</b>	<b>37,398,917</b>	<b>38,137,559</b>	<b>44,109,082</b>	<b>46,727,940</b>	<b>48,256,864</b>	<b>20,955,644</b>	<b>18,941,413</b>	<b>8,359,806</b>

## 2020-2021 General Fund Revenue Report

		15/16	16/17	17/18	18/19	19/20	20-21	2-04-21	2-04-21
		Actual	Actual	Actual	Project	Budget	Budget	YTD	Balance
SSF Formula									
1111,	Taxes	8,533,160	9,048,901	10,057,517	10,136,079	10,938,094	10,938,094	10,522,431	415,663
4801,4899	Federal Forest Fees	205,708	23,160	142,770	179,478	130,000	130,000	-	130,000
3103	Common School	492,013	502,314	410,848	437,082	405,245	400,000	196,116	203,884
3104	State Timber	181,382	137,286	167,068	167,048	160,000	100,000	80,491	19,509
3101/3199	School Support Fund	26,623,971	27,420,195	29,412,167	29,101,930	31,264,455	31,791,963	21,012,577	10,779,386
Adjustments to SSF Payments									
	Adj for Prior Year payments	(330,463)	261,223	250,598	(755,646)				-
	Adj for HC Disability Grant	76,394	129,474	29,635	439,748	-	-	-	-
	<b>Total SSF Formula</b>	<b>35,782,164</b>	<b>37,522,552</b>	<b>40,470,603</b>	<b>39,705,718</b>	<b>42,897,794</b>	<b>43,560,057</b>	<b>31,836,226</b>	<b>11,723,831</b>
1510	Interest on Investments	91,245	156,492	267,981	322,591	300,000	250,000	63,188	186,812
4200	Third Party billing	45,178	102,447	72,379	72,372	-	-	-	-
2210	TMR	149,514	208,252	210,894	180,556	150,000	210,000	103,846	106,154
4300	JROTC reimbursement	66,034	73,726	69,777	35,236	65,000	65,000	34,652	30,348
Other									
1910	Rental Fees	10,474	9,114	7,731	3,626	10,000	7,500	-	7,500
1980	Fees Charged to Grants	800	-	-	-	100,000	50,000	-	50,000
1312, 1960, 1990,									
5300	Miscellaneous	202,944	213,437	284,801	358,144	300,000	250,000	93,145	156,855
1994	E-Rate reimbursement	82,910	76,847	68,007	-	80,000	80,000	35,232	44,768
5200	Interfund Transfer - Athletics	60,000	60,000	82,657	8,029	850,000	-	-	-
5400	Beginning Fund Balance	3,932,387	3,024,733	3,310,041	5,263,314	2,280,000	3,784,307	4,046,537	(262,230)
	<b>Total</b>	<b>40,423,650</b>	<b>41,447,600</b>	<b>44,844,870</b>	<b>45,949,586</b>	<b>47,032,794</b>	<b>48,256,864</b>	<b>36,212,826</b>	<b>12,044,038</b>

## 2020-2021 General Fund Summary Report

	13/14 Actual	16/17 Actual	17/18 Actual	18/19 Budget	19/20 Budget	20-21 Budget	2-04-21 YTD & Enc	2-04-21 Balance
<b>General Fund - Revenue</b>								
SSF Formula		37,131,855	40,190,370	39,633,000	39,705,718	43,560,057	31,836,226	11,723,831
SSF Adjustment		390,697	280,233	-	250,598	-	-	-
State Fiscal Stabilization Fu					-	-	-	-
Federal Ed Jobs					-	-	-	-
School Year SubAccount					-	-	-	-
Loan Receipts					-	-	-	-
Interest		156,492	267,981	100,000	322,591	250,000	63,188	186,812
Third Party Billing		102,447	72,379	80,000	-	-	-	-
TMR		208,252	210,894	175,000	180,556	210,000	103,846	106,154
JROTC		73,726	69,777	65,000	35,236	65,000	34,652	30,348
Other		299,398	360,539	420,000	361,770	387,500	128,377	259,123
Interfund Transfer		60,000	82,657	70,000	8,029	-	-	-
BFB		3,024,733	3,310,041	5,075,000	5,263,314	3,784,307	4,046,537	(262,230)
<b>Total</b>		<b>41,447,600</b>	<b>44,844,870</b>	<b>45,618,000</b>	<b>46,127,812</b>	<b>48,256,864</b>	<b>36,212,826</b>	<b>12,044,038</b>
	=====	=====	=====	=====	=====	=====	=====	=====
<b>General Fund - Expenses</b>								
Salaries		18,826,313	19,506,444	21,146,522	1,626,358	21,680,883	20,400,333	1,280,551
Benefits		10,952,659	12,144,929	13,883,105	1,075,711	15,086,873	13,306,416	1,780,457
P. Services		4,332,849	4,321,151	4,804,971	1,173,868	5,299,827	2,846,207	2,453,621
Supplies		1,337,164	1,742,328	1,670,267	(293,397)	1,530,133	872,785	657,348
Capital Outlay		65,034	195,888	54,500	(141,973)	90,000	-	90,000
Other Objects		442,882	335,817	437,635	18,724	469,147	371,317	97,830
Transfers		2,180,656	1,335,000	2,621,000	1,286,000	2,100,000	2,100,000	-
Contingency		-	-	1,000,000	-	2,000,000	-	2,000,000
<b>Total</b>		<b>38,137,559</b>	<b>39,581,557</b>	<b>45,618,000</b>	<b>4,745,292</b>	<b>48,256,864</b>	<b>39,897,058</b>	<b>8,359,806</b>
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