

**LEBANON COMMUNITY SCHOOL DISTRICT
SCHOOL BOARD MEETING AGENDA - *AMENDED***

June 8, 2017, 6:00 PM

Pioneer School

500 N. 5th Street, Lebanon, Oregon 97355

A. WELCOME

1. Call to Order
2. Flag Salute

B. BUDGET HEARING (Enclosure B-1)

1. Audience Comments regarding the Budget
2. Resolution 1617-4 Adopting the Budget *-page 3*
3. Resolution 1617-5 Making Appropriations *-page 4*
4. Resolution 1617-6 Imposing and Categorizing the Tax *-page 5*

C. GOOD NEWS/COMMUNITY COMMUNICATIONS

1. Dedication of Pioneer School Library in Honor of Sergeant First Class Scot R. Noss
2. Report: Pre- School Program – Lori Romero
3. Report: Pioneer School (Enclosure C-1) *-page 6*

D. AUDIENCE COMMENTS

This is a time for citizens to address the Board. The Chair will recognize speaker(s) at the designated time. All speakers should identify themselves and state their name before speaking. Speakers are asked to write their name, address, and phone number. Each speaker will be allowed 3 minutes. The Board typically will not respond to comments during this time.

E. GENERAL BUSINESS

1. Policies (Enclosures E-1) *-page 34*
 - a. **Information Only:** Revised Board Policy ARs
 - i. GCBDA/GDBDA-AR(1): Federal Family and Medical Leave/State Family Medical Leave *(rewritten) -page 40*
 - ii. GCBDA/GDBDA-AR(2): Request for Family and Medical Leave *-page 70*
 - iii. GCBDA/GDBDA-AR(3)(A): Certification of Health Care Provider (Employee) *-page 73*
 - iv. GCBDA/GDBDA-AR(3)(B): Certification of Health Care Provider (Family Member) - *page 77*
 - v. GCBDA/GDBDA-AR(3)(C): Military Family Leave *-page 82*
 - vi. GCBDA/GDBDA-AR(3)(D): Military Family Leave *-page 85*
 - vii. GCBDA/GDBDA-AR(4): FMLA/OFLA Eligibility Notice to Employee *-page 88*
 - viii. GCBDA/GDBDA-AR(5): Sample Designation Letter to Employee - FMLA/OFLA Leave *-page 92*
 - ix. GCBDA/GDBDA-AR(6): Designation Notice – FMLA/OFLA *-page 93*
 - x. GCBDA/GDBDA-AR(7): Fitness-for-Duty- Certification *(new) -page 95*
 - b. **Action:** Adopt Board Policies on First Reading
 - i. CBG: Evaluation of the Superintendent *-page 97*
 - ii. GBH/JECAC: Staff/Student/Parent Relations *-page 99*
 - iii. GBMA: Whistleblower *-page 100*
 - iv. GCBDA/GDBDA: Family Medical Leave *-page 102*
 - v. JECAC/GBH: Staff/Student/Parent Relations *-page 106*
 - c. **Action:** Adopt Board Policies on Second Reading
 - i. EFA: Local Wellness Program *-page 108*
2. **Action:** Adopt Administrator Working Conditions (Enclosure E-2)
 - a. **Option A:** Previously Presented 2017-2019 Administrator Working Conditions *-page 113*
 - b. **Option B:** 2017-2018 (One Year) Administrator Working Conditions *-page 119*
3. **Discussion:** Policy JEC – School Admission and Open Enrollment (Enclosure E-3) *-page 125*
4. **Discussion:** Policy BK: Evaluation of Board Operational Procedures (Enclosure E-4) *-page 127*

F. DEPARTMENT REPORTS

1. Finance
 - a. **Report** (Enclosure F-1) *-page 153*
 - b. **Action:** Approve 2017-2018 Travel Reimbursement Rates (Enclosure F-2) *-page 160*

2. **Operations**
3. **Human Resources**

G. COMMUNICATION

1. **Board**
2. **Superintendent**
 - a. **July Meeting**
 - b. **Board Member Recognition**

H. CONSENT AGENDA

1. **Action:** Approve May 11, 2017 Board Minutes (Enclosure H-1) *-page 161*
2. **Action:** Approve May 11, 2017 Budget Committee Minutes (Enclosure H-2) *-page 166*
3. **Action:** Approve Hiring/Transfers/Leave of Absence
 - a. Jessica Leach, Cascades School, First Grade Teacher – Leave of Absence 2017-2018
 - b. Ali Gardner, Seven Oak Middle School, 8th Grade Wellness – Leave of Absence 2017-2018
 - c. Heidi Etter, Lebanon High School, Band Teacher - Leave of Absence 2017-2018

I. ADJOURN

The Lebanon Community School District Board of Directors welcomes you to our regular meeting. It is the Board's desire to hold an effective and efficient meeting to do the business of the District. In keeping with that objective the Board provides a place for AUDIENCE COMMENTS on each of its regular agendas. This is a time when you can provide statements or ask questions. The Board allows three minutes for each speaker. The following quote is instructive to the Board and its visitors.

"The Public Meetings Law is a public attendance law, not a public participation law. Under the Public Meetings Law, governing body meetings are open to the public except as otherwise provided by law. ORS 192.630 The right of public attendance guaranteed by the Public Meetings Law does not include the right to participate by public testimony or comment."

"Other statutes, rules, charters, ordinances, and bylaws outside the Public Meetings Law may require governing bodies to hear public testimony or comment on certain matters. But in the absence of such a requirement, a governing body may conduct a meeting without any public participation. Governing bodies voluntarily may allow limited public participation at their meetings." Oregon Attorney General's Administrative Law Manual and Uniform and Model Rules of Procedure under the Administrative Procedures Act. Hardy Myers, Attorney General, March 27, 2000.

FUTURE MEETINGS

July 12, 2017	District Office – Board Room
August 10, 2017	District Office – Board Room
September 14, 2017	District Office – Board Room

RESOLUTION #1617-04 ADOPTING THE 2016-2017 BUDGET

BE IT RESOLVED that the Board of the Lebanon Community School District #9 hereby adopts the budget for fiscal year 2017-2018 in the total of \$ 58,881,239

Date: June 8, 2017

Chair, Board of Directors
Russ McUne

Superintendent
Rob Hess

RESOLUTION #1617-05 MAKING APPROPRIATION FOR THE 2016-2017 BUDGET

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2017, and for the purposes shown below are hereby appropriated:

General Fund (100)

Instruction.....	\$ 23,917,899
Support Services.....	\$ 15,790,601
Enterprise & Community..	\$ -
Other:	
Interest.....	\$ 500
Transfers.....	\$ 1,335,000
Contingency.....	\$ 1,085,000
Total.....	<u>\$ 42,129,000</u>

Debt Service (300's)

Debt Service.....	\$ 4,025,582
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Enterprise Fund (500's)

Instruction.....	\$ 200,000
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Internal Service (600's)

Support Services.....	\$ 175,000
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Special Revenue Funds (200's)

Instruction.....	\$ 5,106,400
Support Services.....	\$ 3,408,250
Enterprise & Community..	\$ 2,225,007
Facilities Acquist./Const..	\$ -
Transfers.....	\$ 655,000
Contingency.....	\$ 957,000
Total.....	<u>\$ 12,351,657</u>

Total Appropriations, All Funds \$ 58,881,239

Total Unappropriated and Reserve Amounts, All Funds 0

TOTAL ADOPTED BUDGET \$ 58,881,239

Date: June 8, 2017

Chair, Board of Directors
Russ McUne

Superintendent
Rob Hess

RESOLUTION #1617-06 IMPOSING & CATEGORIZING THE TAX

BE IT RESOLVED that the Board of the Lebanon Community School District #9 hereby imposes the taxes provided for in the adopted budget:

At the rate of 4.9925 per \$1,000 of assessed valued for operations;

In the amount of \$3,895,423 for bonds;

and that these taxes are hereby imposed and categorized for tax year 2017-2018 upon the assessed value of all taxable property within the district as follows:

Education Limitations	Excluded from Limitations
Permanent Rate Tax.... 4.9925 / \$1,000	
Debt Service Levy.....	\$ 3,895,423

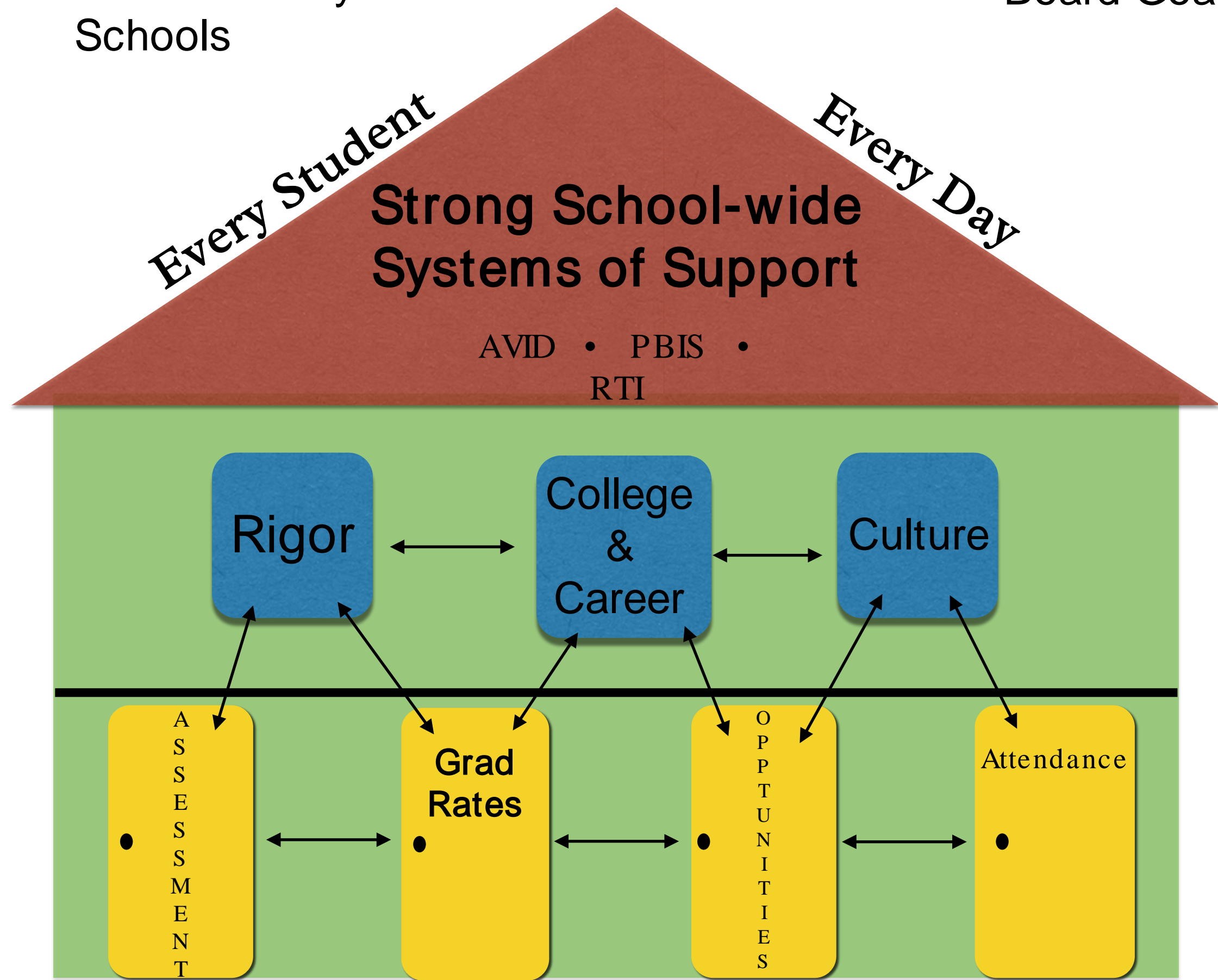
Date: June 8, 2017

Chair, Board of Directors
Russ McUne

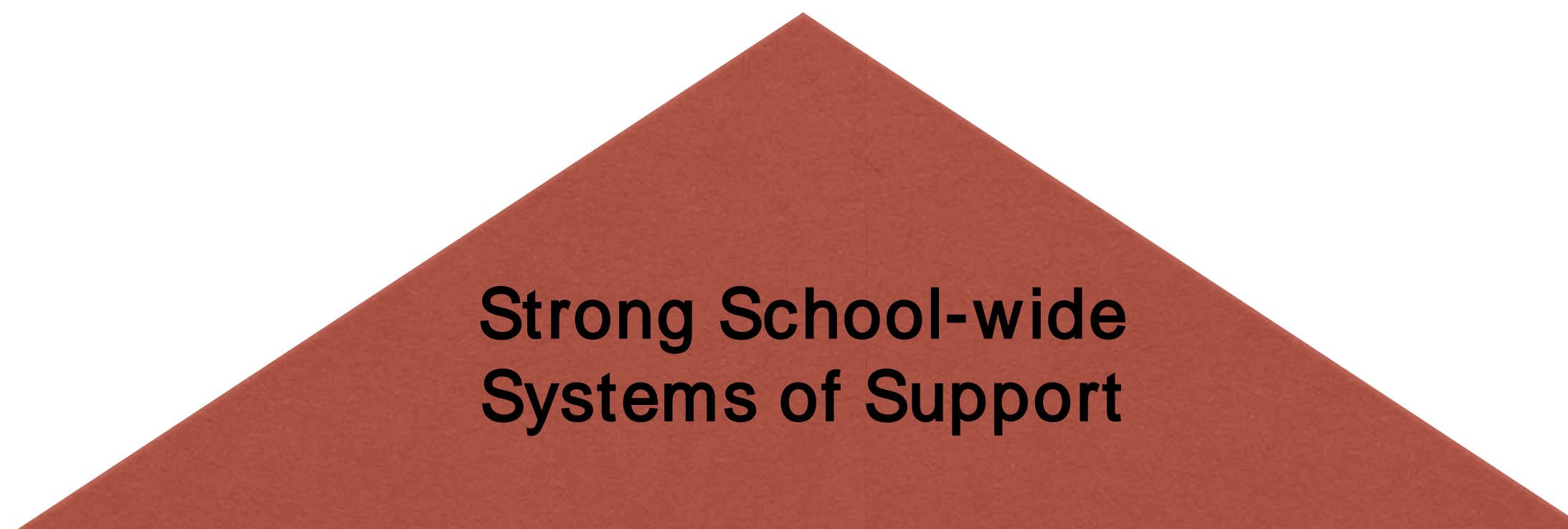
Superintendent
Rob Hess



Mission: By providing equitable and engaging educational opportunities, Pioneer School strives to inspire and empower a diverse community of learners and leaders that persevere, collaborate, and care.



Pursuing Excellence for...



Strong School-wide Systems of Support

- **AVID:** College & Career Readiness for all
- **RTI:** Providing differentiated academic support for all
- **PBIS:** Providing differentiated behavior support for all

Rigor

Staff uses inquiry-based, collaborative strategies to challenge and engage students in content resulting in increasingly complex levels of understanding. Expectations are high for all.

College & Career

Students are prepared to be successful at the 4 year university level, 2 year college level, trade school, military, CTE pathways, or work force depending on their career interests and plans.

Culture

Schools are inviting, encouraging, and positive places to be that listen to student interests, support student needs, engage parents/community involvement, and develop the whole child.

Graduation



1. AVID Elementary
2. College and Career Readiness
3. 7 Habits of Highly Effective Teens

Graduation

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AVID Elementary

- College-going culture
- Growth mindset
- Academic rigor

Professional development -weekly practice / monthly focus

Visiting schools -4 outside district visits

Teacher Support -Site team feedback, walkthroughs w/principal

Evaluation -outside AVID evaluator

Graduation

•

AVID Elementary



LEBANON
Pioneer School

Graduation

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College and Career Readiness

- Student goal setting
- College and testing chants
- Motivational cards from families and peers



7 Habits

- Overview of 7 Habits
- Habit 2: Knowing yourself, who you stand for / personal values (6th grade)
- Habit 3: Problem solving, fostering independence, promoting honesty and integrity (Kindergarten)

Attendance



1. Regular Attenders (90%): 84.7%
2. Mobility Rate: 14.1%

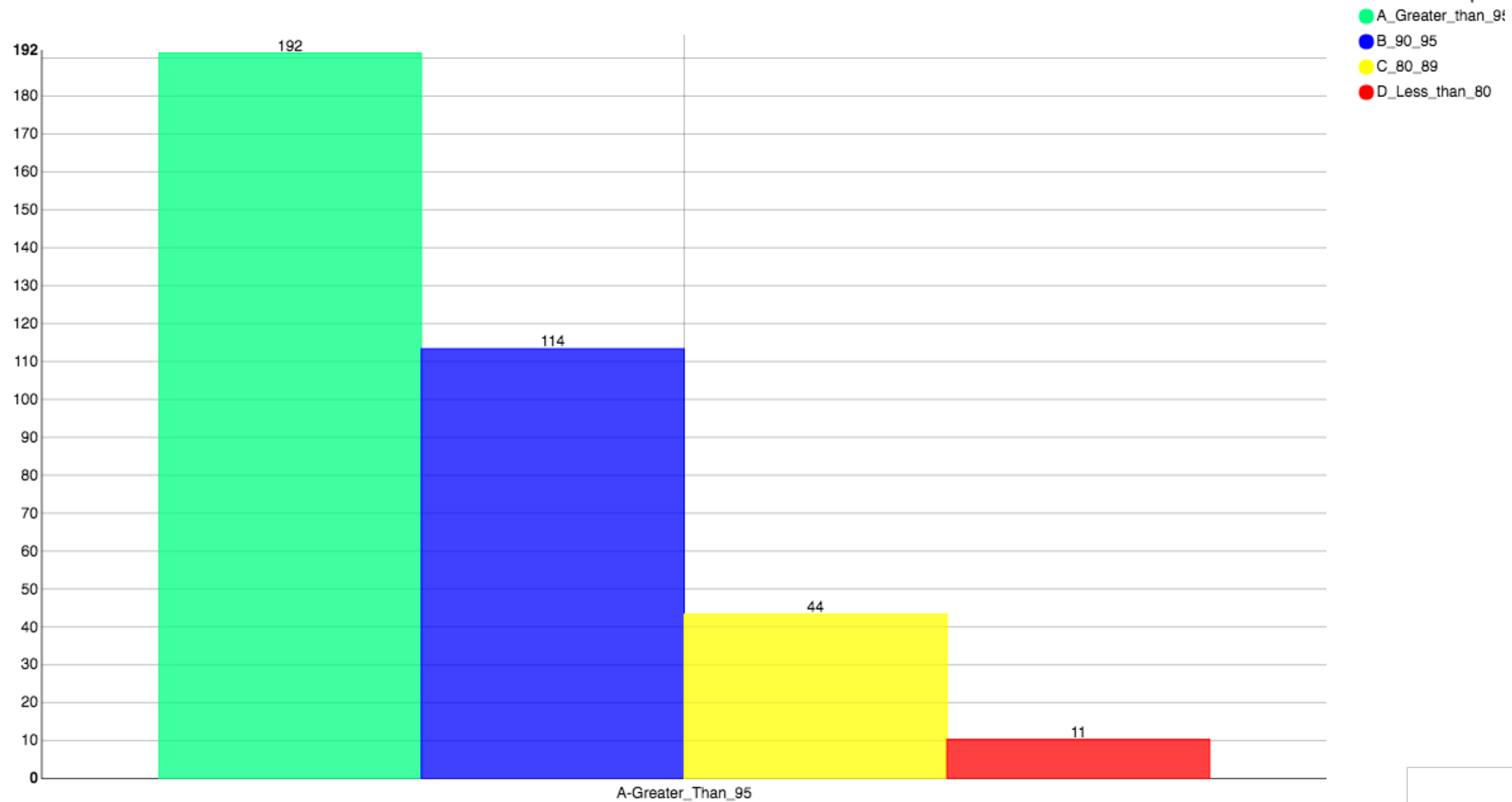
Attendance

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Attendance Data

Attendance Grouping

Attendance Rate Groups



Enclosure C-1

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Pioneer School

Attendance

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Attendance Team

- Meets biweekly to track student attendance / address concerns
- Plan incentives
- Organize home visits
- Schedule citation meetings

Attendance

-

Attendance Celebrations

Daily Incentive

Class stars and Tokens for daily perfect attendance (Class)

Monthly Incentive

Perfect Monthly Attendance Assembly Tickets for yearly drawing (Individual)

VA Monthly Celebration for class with highest attendance (Class)

Quarterly Incentive

Linn Lanes Bowling passes for perfect attendance for the quarter (Individual)

Yearly Incentive

Attendance Yearly Ticket Drawing (1 Student)

**End of Year Whole School Bowling Party at Linn Lanes (All students)*

*(*Must achieve 83.3% or higher for the year)*



Enclosure C-1

LEBANON
Pioneer School

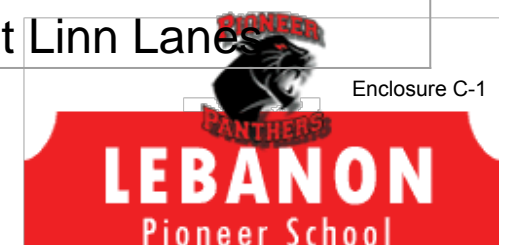
Attendance



Community Partnerships for Attendance Incentives

9/29/16	September	Richard	3	Bingo / Snacks
10/27/16	October	Jackson	3	Games in the Activity Room
11/22/16	November	Jackson	3	Drum Circle
12/15/16	December	Holt, Jackson, Watanabe	KG, 3rd, 1st	Ice cream social at Pioneer
1/24/17	January	Winningham	5	Ice Cream social at pioneer
2/23/17	February	Waters	4	Games
3/23/17	March	Barnes	2	Games and goodies
4/27/17	April	Jackson	3	Popsicle Party
5/25/17	May	Barnes	2	Games and Goodies
TBD	June	All classes if 83%		Bowling at Linn Lanes

Enclosure C-1



Attendance

•

Student Leadership

- Daily attendance trackers
- Stars for perfect attendance
- Tokens for tracking
- Positive recognition from students

Assessment

1. SBAC Success
2. STAR Assessment
3. OFAST Grant



Enclosure C-1

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STAR LA

Assessment

Grade	% At or Above Fall	% At or Above Spring	% On Watch Fall	% On Watch Spring	% Intervention Fall	% Intervention Spring	% Urgent Fall	% Urgent Spring
K	32%	51%	13%	16%	34%	18%	21%	15%
1	51%	64%	12%	14%	17%	10%	20%	12%
2	56%	66%	8%	2%	10%	15%	25%	17%
3	39%	55%	7%	13%	15%	9%	39%	23%
4	37%	53%	13%	15%	21%	7%	29%	25%
5	44%	60%	20%	17%	24%	9%	12%	14%
6	55%	64%	14%	12%	14%	20%	18%	4%

STAR Math

Grade	% At or Above Fall	% At or Above Spring	% On Watch Fall	% On Watch Spring	% Intervention Fall	% Intervention Spring	% Urgent Fall	% Urgent Spring
K	NA	NA	NA	NA	NA	NA	NA	NA
1	57%	88%	6%	2%	37%	5%	6%	5%
2	58%	72%	22%	9%	6%	4%	14%	15%
3	72%	71%	2%	6%	9%	4%	17%	19%
4	52%	61%	6%	15%	16%	13%	26%	11%
5	57%	65%	19%	9%	16%	13%	9%	13%
6	75%	80%	5%	4%	10%	8%	15%	8%



Enclosure C-1

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SBAC Results Comparison

Assessment

Grade	% Meeting / Exceeding 2015-16 LA	% Meeting / Exceeding 2016-17 LA	% Meeting / Exceeding 2015-16 Math	% Meeting / Exceeding 2016-17 Math
3	37%	55%	36%	55%
4	44%	39%	47%	35%
5	43%	46%	38%	TBD%
6		64%		TBD%

*Scores available as of 5/31/17. Data will be updated 6/8/17 on presentation slide as scores continue to come in from the state.

Assessment

OFAST Grant

-
- What is OFAST?
- How it's impacted teachers



Enclosure C-1

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Opportunities



1. Multicultural learning opportunities
2. Access to technology
3. Student clubs and activities
4. Social and emotional support
5. Outdoor School
6. Community partnerships

Opportunities

Multicultural Learning Opportunities

- Chinese Acrobats
- West African Drumming
- Native American Flutes



Enclosure C-1

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Access to Technology

-
- Goal is to be 1:1 for technology
- Grades 1-6 have own Chrome cart
- PTA Partnership

Student Clubs and Activities

- Choir
- Pioneer News
- OBOB
- Art
- Good News Club
- 6th Grade Student Leadership

Social and Emotional Support

- Partnership with LCMH
 - Teachers implementing Second Step
 - Full time school counselor
- Individual counseling
- Group counseling
- Crisis services- STAT and suicide
- Behavior RTI documentation system
 - School culture-surveys

Opportunities

-

Outdoor School

- Teacher Perspective
- Student Perspective



Enclosure C-1

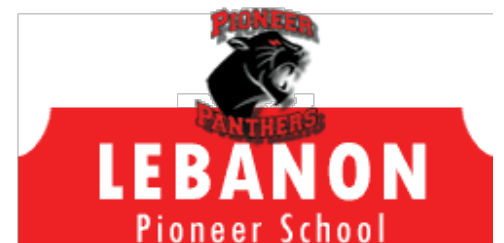
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Community Partnerships

- Veteran's Home
- Linn Lanes Bowling Alley
- Optimist Club
- COMP Northwest
- Lebanon Fire Department
- Lebanon Police Department (BULB)

**“Your thoughts are the
building blocks of the
world you live in
tomorrow.”**

Ring of Great Things by Emily



	2015-2016 (6 th -8 th)	2016-2017 (2 nd -6 th)	2017-2018	2018-2019	2019-2020
Planners (2-6)	Train/Implement		Maintain /Refine		
Organizational Tools (4-6)	Train/Implement			Maintain/Refinene	
2-3 Column / Cornell Notes		Train	Train/Implement		Maintain/Refine
Interactive Notebook		Train/Implement		Maintain /Refine	
Reading Strategies			Train/Implement		Maintain/Refine
Brief Constructed Response				Train/Implement	
Philosophical Chairs/Socratic Seminar				Train/Implement	



April 2017

Vol. XL No. 3sch

CONTENTS

Summer Board Conference

July 14-16, 2017
Bend

Annual Convention

November 9-12, 2017
Portland

CBG - Evaluation of the Superintendent (Required)
EFA - Local Wellness Program (Required)
EFA-AR - Local Wellness Program (Optional)
EFAA-AR - Reimbursable Meals and Milk Programs (Required)
GBH/JECAC - Staff/Student/Parent Relations** (Optional)
GBMA - Whistleblower (Required)

FMLA/OFLA forms:

GCBDA/GDBDA - Family Medical Leave (Required)
GCBDA/GDBDA-AR(1) - Federal Family and Medical Leave/State Family Medical Leave
(Conditionally Required)
GCBDA/GDBDA-AR(2) - Request for Family and Medical Leave (Conditionally Required)
GCBDA/GDBDA-AR(3)(A) - Certification of Health Care Provider (Employee)
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GCBDA/GDBDA-AR(7) - Fitness-for-Duty Certification (Conditionally Required)

OFLA ONLY forms *(These samples have not been included. Call OSBA to obtain these samples):*

GCBDA/GDBDA - Family Medical Leave (Required)
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(Conditionally Required)
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GCBDA/GDBDA-AR(6) - Oregon Military Family Leave (Conditionally Required)
GCBDA/GDBDA-AR(7) - Designation Notice – OFLA (Conditionally Required)
GCBDA/GDBDA-AR(8) - Military Family Leave (**Recommend delete -
use GCBDA/GDBDA-AR(6)**)
GCBDA/GDBDA-AR(8) - Fitness-for-Duty Certification (**New** Conditionally Required)

JECAC/GBH - Staff/Student/Parent Relations** (Optional)

Policy Update is a quarterly
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Boards Association.

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

SUPERINTENDENT EVALUATION

Summary

The language revision in the last paragraph is recommended by the OSBA legal team to reduce confusion if the superintendent's evaluation is addressed in the superintendent's contract, and to provide guidance if the evaluation is not addressed in the contract.

Legal Reference

None

Collective Bargaining Impact

None

Local District Responsibility

The revised language is recommended for Board review and adoption.

Policy Implications

CBG - Evaluation of the Superintendent (Required)

LOCAL WELLNESS PROGRAM

Summary

The new rules for the Healthy Hunger Free Kids Act of 2010 were released by the U.S. Department of Agriculture (USDA). The revisions to this policy and the accompanying administrative regulation (AR) reflect the new requirements.

The policy is required if the district participates in the Child Nutrition Programs with the Oregon Department of Education (ODE). The new rules are effective June 30, 2017. This policy will be required as part of the ODE child nutrition audit beginning with the 2017-2018 school year. The AR is optional, and assists the district in clarifying the implementation of this policy.

OSBA, in collaboration with ODE, OEA Trust and the OASCD, has published the *Student Wellness: What School Boards Need to Know and Do*, as a resource guide or implementation of the wellness policy requirements. It is available on the OSBA website by selecting My OSBA, Member Resources and look for the new Student Wellness Handbook. It is FREE for members, downloadable and fillable.

The physical education minute requirements in policy EFA as a result of House Bill (HB) 3141 (2007) and were effective with the 2017-2018 school year. The brackets remain in the sample policy EFA around the language related to the physical education minutes in

This publication is designed to provide accurate and authoritative information regarding the subject matter covered. It is furnished with the understanding that policies should be reviewed by the district's legal counsel.

anticipation of a potential two-year delay on implementing the requirement, due to pending legislation (Senate Bill 4) in the current Legislative session (2017). OSBA will communicate with members when the legislation has been signed by the Governor.

Legal Reference

Healthy, Hunger-Free Kids Act of 2010, 42 U.S.C. §1758b.
OAR 581-051-0306

Collective Bargaining Impact

None

Local District Responsibility

It is recommended that the Board adopt the new sample language for Board policy EFA. OSBA recommends adopting the new sample as provided in it's clean form, and rescind any previous version to meet the new wellness policy requirements. If the Board has EFA-AR, review the newly revised sample language, and add the AR to the board's policy manual. The administrative regulation EFAA-AR and changes require board adoption.

Policy Implications

EFA - Local Wellness Program (Required)
EFA-AR - Local Wellness Program (Optional)
EFAA-AR - Reimbursable Meals and Milk Programs (Required)

STAFF/STUDENT/PARENT RELATIONS

Summary

The updates in this sample policy are suggested to create consistency; resulted from recommendations by OSBA legal staff; and are not a result of changes to law.

Legal Reference

None

Collective Bargaining Impact

None

Local District Responsibility

Review and consider adoption of the revised language. Version 1 of this sample has been recommended for deletion, and the remaining version (previously identified as version 2) has been kept as the sole sample for this policy topic.

Policy Implications

GBH/JECAC - Staff/Student/Parent Relations** (Optional)
JECAC/GBH - Staff/Student/Parent Relations** (Optional)

WHISTLEBLOWER

Summary

The revisions to this required policy come at the request of OSBA legal staff, to provide clarity in the statutory requirements.

Legal Reference

None

Collective Bargaining Impact

None

Local District Responsibility

The revised language is recommended for Board review and adoption.

Policy Implications

GBMA - Whistleblower (Required)

FMLA/OFLA - FAMILY MEDICAL LEAVE

Summary

The OSBA Policy Department, working with our Labor and Negotiations Department, did an internal review of its FMLA/OFLA policy and administrative regulations, which resulted in a reorganization of GCBDA/GDBDA-AR(1), and edits to the policy and the remaining administrative regulations.

Legal Reference

None

Collective Bargaining Impact

None

Local District Responsibility

The FMLA/OFLA policy GCBDA/GDBDA is required policy for all districts, regardless of the number of employees, because districts are covered entities as defined by FMLA and OFLA. The administrative regulations are conditionally required depending on the number of covered employees. If a district has under 25 employees, the district is not required to provide FMLA or OFLA leave, therefore, the administrative regulations are not necessary. If the district has between 25 and 50 employees, the OFLA administrative regulations are required. *(The OFLA only forms are not included in this Policy Update. Please call OSBA to obtain the samples.)* If the district has over 50 employees, the FMLA and OFLA administrative regulations are required. If the Board has previously adopted the sample policy and administrative regulations, the Board should review and re-adopt the policy and review the revised administrative regulations appropriate for the district.

The revised sample for GCBDA/GDBDA-AR(1) has been provided in its clean form for review by the Board.

If the district is not required to offer OFLA, but does offer an OFLA-like option of leave for school employees, please call OSBA for these samples.

Policy Implications

FMLA/OFLA forms:

GCBDA/GDBDA - Family Medical Leave (Required)
GCBDA/GDBDA-AR(1) - Federal Family and Medical Leave/State Family Medical Leave (Conditionally Required)
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OFLA ONLY forms (*The OFLA only forms are not included in this Policy Update. Please call OSBA to obtain the samples.*):

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GCBDA/GDBDA-AR(8) - Fitness-for-Duty Certification (***New*** Conditionally Required)

2017-18 STAFF/STUDENT HANDBOOKS AND KEY DATES CALENDAR (Available Now):

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

Samples and online ordering of these tools for purchase can be found on the OSBA website through this link: [Handbooks](#).

ABOUT *POLICY UPDATE*

Policy Update is a quarterly subscription newsletter providing a brief discussion of current policy issues of concern to Oregon school districts.

Sample policies reflecting these issues and changes in state and federal law, if applicable, are part of this newsletter. These samples are offered as a starting point for drafting local policy and may be modified to meet particular local needs. They do not replace district legal counsel advice.

To make the best use of *Policy Update*, we suggest you discuss the various issues it presents and use the sample policies to determine which policies your district should develop or revise, get ideas for what a policy should contain, and as a starting point for editing, modifying and discussing your district's policy position.

If you have questions about *Policy Update*, sample policies or policy in general, call OSBA Policy Services, 800-578-6722.

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Lebanon Community Schools

Code: GCBDA/GDBDA-AR(1)

Revised/Reviewed: 8/29/08, 9/16/1, 11/5/15, 6/8/17

Orig. Code(s): GCBDA/GDBDA-AR

Federal Family and Medical Leave/State Family Medical Leave*

ALL NEW Re-WRITTEN LANGUAGE

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.¹ For parental leave purposes, an employee becomes eligible upon completing at least 180 days immediately preceding the date on which the parental leave begins. There is no minimum average number of hours worked per week when determining employee eligibility for parental leave.

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

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

¹The 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.

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 leave² (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.
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:

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

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.
4. Bereavement Leave: leave related to the death of a covered family member.³

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

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

Definitions

1. Family member:
 - a. For the purposes of FMLA, "family member" means:
 - i. Spouse⁴;
 - ii. Parent;
 - iii. Child; or
 - iv. Persons who are "in loco parentis".

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

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

- b. For the purposes of OFLA, “family member” means:
 - i. Spouse;
 - ii. Registered, same-gender domestic partner;
 - iii. Parent;
 - iv. Parent-in-law;
 - v. Parent of employee’s registered, same-gender domestic partner;
 - vi. Child;
 - vii. Child of employee’s registered, same-gender domestic partner;
 - viii. Grandchild;
 - ix. Grandparent; or
 - x. 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”.
- 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:

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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:

- 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 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 period⁵. 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.⁶

⁵An 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.

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

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

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

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

For the purpose of tracking the number of leave hours an eligible employee is entitled and/or has used during each week of the employee's leave, leave entitlement is calculated by multiplying the number of hours the eligible employee normally works per week by 12⁸. 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 workweek⁹. If an employee takes intermittent or reduced work schedule leave, only the actual number of hours of leave taken may be counted toward the 12 weeks of leave to which the employee is entitled.

Intermittent Leave

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

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

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

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.

willing and able to care for the child.

⁷Exceptions 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.

⁸For 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.

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

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

Alternate Work Assignment

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

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:
 - i. 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:
 - (1) The leave will last at least three weeks; and
 - (2) The employee would return to work during the three-week period before the end of the term.

- ii. 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:
 - (1) The leave will last at least three weeks; and
 - (2) 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:
 - i. The leave will last more than two weeks; and
 - ii. 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, the district requires the eligible employee to use any available accrued sick leave, personal days, vacation days and then comp time (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 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.

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 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

3. 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.
4. 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 Director of Classified and Employee Relations.

Record Keeping/Posted Notice

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

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

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

Federal vs. State Law

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

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

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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

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

Lebanon Community Schools

Code: GCBDA/GDBDA-AR(1)
Revised/Reviewed: 8/29/08, 9/16/1, 11/5/15
Orig. Code(s): GCBDA/GDBDA-AR

Federal Family and Medical Leave/State Family Medical Leave*

OLD POLICY AR – LANGUAGE RE-WITTEN

Coverage

Federal law covers public agencies, including districts. In order for school employees to be eligible, however, they must be employed at a work site with 50 or more employees within 75 miles of the employee's work site for each working day during each of the 20 or more calendar workweeks in the year in which the leave is taken or in the preceding calendar year. State law covers districts that employ 25 or more part-time or full-time employees for each working day during 20 or more calendar workweeks in the calendar year in which the leave is to be taken, or in the calendar year immediately preceding the year in which the leave is to be taken.

Eligibility

Federal law applies to employees who have worked for the district for at least 12 months and for at least 1250 hours during the year preceding the start of the leave. State law generally applies to employees who work an average of 25 hours or more per week for the district during the 180 days or more immediately prior to the first day of the start of the requested leave. Oregon Military Family Leave Act (OMFLA) applies to employees who work an average of at least 20 hours per week. For parental leave purposes, an employee becomes eligible upon completing at least 180 days immediately preceding the date on which the parental leave begins. There is no minimum average number of hours worked per week when determining employee eligibility for parental leave.

In determining that an employee has been employed for the preceding 180 calendar days, the employer must count the number of days an employee is maintained on the payroll, including all time paid or unpaid. If an employee continues to be employed by a successor in interest to the original employer, the number of days worked are counted as continuous employment by a single employer.

In determining 25 hours average workweek, the employer must count the actual hours worked using guidelines set out pursuant to the Fair Labor Standards Act.

Definitions

"Child,"¹ for the purpose of taking parental leave under state law, means a biological, adopted, foster child or stepchild of the employee or a child with whom the employee is or was in a relationship of "in loco parentis." A legal or biological relationship is not required. The child must be under 18 years of age, or may be 18 years of age or older if incapable of self-care due to mental or physical disability.

"Contingency operation" is a military operation that:

1. Is designated by the Secretary of Defense as an operation in which members of the Armed Forces are, or may become involved in military actions, operations or hostilities against an enemy of the United States or against an opposing military force; or

¹For FMLA, the age of the son or daughter at the onset of a disability is not relevant in determining a parent's entitlement to FMLA leave.

2. Results in the call or order to, or retention on, active duty of members of the uniformed services under section 688, 12301(a), 12302, 12304, 12305 or 12406 of Title 10 of the United States Code, chapter 15 of Title 10 of the United States Code, or any other provision of law during a war or during a national emergency declared by the President or Congress.

“Covered active duty” means:

3. In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
4. In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of Title 10, United States Code.

“Covered servicemember” means:

5. A member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list for a serious injury or illness; or
6. A veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

“Family member,” for purposes of FMLA and OFLA leave, means a(n):

7. Spouse²;
8. Child of the employee (biological, adopted, foster or step child, a legal ward, or child of the employee standing in loco parentis);
9. Custodial parent;
10. Noncustodial parent;
11. Biological parent;
12. Adoptive parent;
13. Stepparent³ or foster parent;
14. Individual who was in loco parentis to the employee when the employee was a child;

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

²“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.

15. Grandparent;
16. Grandchild; or
17. Parents-in-law or the parents of an employee's registered domestic partner

For OFLA purposes, an employee's child in any of these categories may be either a minor or an adult child at the time serious health condition leave, sick child leave or the death of a family member leave is taken.

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

"Serious health condition," under federal law means an illness, injury, impairment or physical or mental condition that involves:

18. Any period of incapacity or treatment in connection with or consequent to inpatient care (i.e. an overnight stay) in a hospital, hospice or residential medical care facility;
19. Any period of incapacity requiring absence from work, school or other regular daily activities, of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider;
20. Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that if not treated would likely result in a period of incapacity of more than three calendar days;
21. Illness, disease or condition is terminal, requires constant care and poses an imminent danger of death; or
22. Disability due to pregnancy, childbirth or prenatal care.

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

An employee is unable to perform the functions of the position when the health care provider finds that the employee is unable to work at all or is unable to perform any of the essential functions of the employee's position within the meaning of the Americans with Disabilities Act of 1990 and Americans with Disabilities Act Amendments Act of 2008 (ADA) federal regulations. The district has the option, in requiring medical verification from a health care provider, to provide a statement of the essential functions of the employee's position for the provider to review.

A "serious health condition" under state law means an illness, injury, impairment or physical or mental condition of an employee or family member that:

23. Requires inpatient care in a hospital, hospice or residential medical care facility such as a nursing home. When a family member resides in a long-term residential care facility, leave shall apply only to:

- a. Transition periods spent moving the family member from one home or facility to another, including time to make arrangements for such transitions;
 - b. Transportation or other assistance required for a family member to obtain care from a physician;
 - c. Serious health conditions as described in items 2-8 below.
24. The treating health care provider judges to pose an imminent danger of death or that is terminal in a prognosis with a reasonable possibility of death in the near future;
25. Requires constant or continuing care such as home care administered by a health care professional;
26. Involves a period of incapacity. "Incapacity" is the inability to perform at least one essential job function, to attend school or to perform regular daily activities for more than three consecutive calendar days and any subsequent required treatment or recovery period relating to the same condition. This incapacity must involve:
- a. Two or more treatments by a health care provider;
 - b. One treatment plus a regimen of continuing care.
27. Results in a period of incapacity or treatment for a chronic serious health condition that requires periodic visits for treatment by a health care provider, continues over an extended period of time and may cause episodic rather than a continuing period of incapacity such as asthma, diabetes or epilepsy;
28. Involves permanent or long-term incapacity due to a condition for which treatment may not be effective, such as Alzheimer's disease, a severe stroke or terminal stages of a disease;
29. Involves multiple treatments for restorative surgery or for a condition such as chemotherapy for cancer, physical therapy for arthritis or dialysis for kidney disease that if not treated would likely result in incapacity of more than three days; or
30. Involves any period of disability of a female due to pregnancy or childbirth or period of absence for prenatal care.

“Serious injury or illness,” for the purpose of caring for a covered servicemember, means:

31. In the case of a member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces, or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member’s office, grade, rank or rating; and
32. In the case of a covered veteran, an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty, on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:
 - a. A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember’s office, grade, rank or rating; or
 - b. A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
 - c. A physical or mental condition that substantially impairs the covered veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - d. An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Purpose of Leave

Federal and state laws allow eligible employees to take FMLA or OFLA leave for the following purposes, commonly referred to as parental leave, serious health condition leave, pregnancy disability leave, injured servicemember leave, military family leave, leave for the death of a family member or sick child leave (sick child leave and death of a family member leave are OFLA only):

33. Birth of the employee’s child and for bonding with a newborn (eligibility expires 12 months after the birth);
34. Placement of a child with the employee for adoption or foster care or for bonding with a newly placed child, when the child is under 18 years of age (eligibility expires 12 months after placement), or when a child is older than 18 years of age if incapable of self-care because of mental or physical disability;
35. Care of a family member with a serious health condition;
36. Employee’s own serious health condition;
37. Eligible employees may take FMLA leave for a qualifying exigency while the employee’s spouse, son, daughter or parent is on covered active duty or called to covered active duty status during the deployment of the member with the Armed Forces to a foreign country.” (CFR section 825.126(a)(1 and 2); Federal Register Vol. 78, No. 25, Page 8917);

38. Injured Service Member Leave allows an employee leave to care for a covered servicemember who is the employee's spouse, son, daughter, parent or next of kin who has been injured in the line of duty as a member of the Armed Forces;
39. State law allows employees to take leave for the care of a sick or injured child who requires home care but is not suffering from a serious health condition. The district is not required to grant leave for routine medical or dental appointments;
40. State law allows employees to take leave for the death of a family member⁴ to attend the funeral or alternative to a funeral of the family member, make arrangements necessitated by the death of the family member or grieve the death of the family member;
41. Military Family Leave allows leave for a spouse of a military personnel per each deployment of the spouse when the spouse has either been notified of an impending call to active duty, has been ordered to active duty or has been deployed or on leave from deployment (OFLA).

Length of Leave

An employee eligible for FMLA leave under federal law is entitled to a total of 12 work weeks of leave during any 12-month period for the purposes specified above. A husband and wife who are eligible and who both work for the district may only take a combined total of 12 workweeks of leave if the leave is taken to care for a parent with a serious health condition or if the leave is for the birth of a child or the placement of a child for adoption or foster care.

There will be occasions where a husband and wife employed by the same district will not have to share the 12-week allotment of leave. This situation arises where an employee is eligible for both FMLA and OFLA or just OFLA leave and the employee is taking leave to care for a newborn with a serious health condition.

An employee eligible for Military Caregiver Leave is entitled to a total of 26 work weeks of leave to care for a covered servicemember during a single 12-month period. The 12-month period begins when the Military Caregiver Leave begins.

An employee eligible for OFLA leave under state law is entitled to a total of 12 workweeks of leave during any 12-month period for the purposes specified above. The 14 days of leave provided by the OMFLA and the two weeks of leave provided for the death of a family member are part of the 12 weeks. Two or more family members who are eligible and who both work for the district may not take OFLA leave at the same time unless:

42. One employee needs to care for another employee who is a family member and who is suffering from a serious health condition;
43. One employee needs to care for a child suffering from a serious health condition while another employee, who is a family member, is also suffering from a serious health condition; or
44. Both family members are suffering from a serious health condition; or
45. The employees are taking leave for the death of a family member; or
46. The concurrent leave in such an instance is permitted by the district.

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

In addition to the 12 workweeks of family leave authorized above, under state law a female eligible employee may take an additional 12 workweeks of leave within any one-year period for an illness, injury or condition related to pregnancy or childbirth that disables the employee from performing her work duties. An employee who takes 12 workweeks of OFLA leave for parental leave may also take up to an additional 12 workweeks of sick child leave within the same leave year. If the employee uses less than 12 weeks of parental leave, however, no additional sick child leave is available, except for the balance of the initial 12 weeks. The employee may also use this balance for any OFLA leave purpose.

A female employee may take up to 36 weeks of OFLA leave in one leave year, but only under the following circumstances:

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

A male employee may take up to 24 weeks of OFLA leave in one year, but only under the following circumstances:

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

Parental leave must be taken in one uninterrupted period – unless the employer approves otherwise – and must be completed within 12 months of the birth, adoption or placement of the child. An exception must be made to allow parental leave to effectuate adoption or foster placement of the child. Such leave need not be taken in one, uninterrupted period with any additional parental leave.

The birth, adoption or foster placement of multiple children at one time entitles the employee to take only one 12-week period of parental leave.

Sick child leave need not be provided if another family member, including a noncustodial biological parent, is willing and able to care for the child.

For the purpose of intermittent leave, leave entitlement is calculated for an employee by multiplying the number of hours the employee normally works per week by 12. (For example, an employee normally employed to work 30 hours per week is entitled to 12 times 30 hours, or a total of 360 hours of leave.) If an employee's schedule varies from week to week, a weekly average of the hours worked over the 12 weeks worked prior to the beginning of the leave period shall be used for calculating the employee's normal workweek. (For example, an employee working an average of 25 hours per week is entitled to 12 times 25 hours, or a total of 300 hours of leave.) If an employee takes intermittent or reduced work schedule leave, only the actual number of hours of leave taken may be counted toward the 12 weeks of leave to which the employee is entitled.

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

52. A female employee who has taken 12 weeks of pregnancy-disability leave need not requalify for 12 weeks in the same leave year for any other purpose;
53. An employee who has taken 12 weeks of parental leave does not need to requalify to take an additional 12-weeks in the same leave year for sick child leave; and
54. An employee granted leave for a serious health condition for the employee or a family member need not requalify if additional leave is taken in this leave year for the same reason.

For situations where time off is covered by OFLA, but not covered by FMLA leave (e.g., the employer has 25 to 49 employees; or the leave taken is for a sick child or for serious health condition of a parents-in-law or the parents of the employee's registered domestic partner, grandparent or grandchild) the employer:

55. May allow an exempt employee with accrued paid leave to take OFLA leave in blocks of less than a full day. For these purposes, an exempt employee is a salaried executive, administrative or professional employee under the federal Fair Labor Standards Act or the state minimum wage and overtime laws;
56. May not reduce the salary of an employee who does not have or has run out of accrued paid leave and takes intermittent leave in blocks of less than a full day. To do so would result in the loss of exemption under state law.

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

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

Intermittent Leave and Alternate Duty

An employer may transfer an employee on a foreseeable intermittent FMLA/OFLA leave or reduced work schedule into an alternate position with the same or different duties to accommodate the leave, provided the following exist:

57. The employee accepts the transfer position voluntarily and without coercion;
58. The transfer is temporary, lasts no longer than necessary to accommodate the leave and has equivalent pay and benefits;
59. The transfer is compliant with applicable collective bargaining agreements, as well as with state and federal law, providing all the employee protections found in FMLA regulations 29 C.F.R. Part 825;
60. Transfer to an alternate position is used only when there is no other reasonable option available that would allow the employee to use intermittent leave or reduced work schedule; and
61. The transfer is not used to discourage the employee from taking intermittent or reduced work schedule leave, or to create a hardship for the employee.

An employee transferred, as provided in 1.-5. above, to an alternate position for the purpose of a reduced work schedule, must be returned to the employee's former position.

FMLA/OFLA leave time for an employee on intermittent leave or a reduced work schedule is the difference between the number of hours the employee normally works and the number of hours the employee actually works during the intermittent leave or reduced work schedule. Holidays or days in which the district is not in operation are not counted toward intermittent or reduced work schedule FMLA/OFLA leave unless the employee was scheduled and expected to work on the holiday.

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

62. The employee accepts the position voluntarily and without coercion;
63. The transfer is temporary, lasts no longer than necessary and has equivalent pay and benefits;
64. The transfer is compliant with applicable collective bargaining agreements, as well as with state and federal law, providing all the employee protections found in FMLA regulations 29 C.F.R. Part 825; and
65. The transfer is not used to discourage the employee from taking FMLA/OFLA leave for a serious health condition or to create a hardship for the employee.

An employee is not on FMLA/OFLA leave if the employee has been transferred, as provided in section 1.-3. above, to an alternate position for the purpose of alternate work duties that the employee is able to perform within the limitations of the employee's own serious health condition, but not requiring a reduced workweek. An employee working in an alternate position retains the right to return to the employee's original position unless all FMLA/OFLA leave taken in that leave year plus the period of time worked in the alternate position exceed 12 weeks.

An alternate position accommodating an employee's serious health condition may result in the employee working fewer hours than the employee worked in the original position. The employee's FMLA/OFLA leave is the difference between the number of hours the employee worked in the original position and the number of hours the employee actually works in the alternate position.

Intermittent leave for school teachers is subject to special rules.

The district recognizes that state law will not always reduce the employee's FMLA 12 workweek entitlement (i.e. leave to care for a parent-in-law or sick child leave).

Special Rules for Teachers

Special rules apply if leave is requested to be taken near the end of a semester.

66. Under OFLA leave, if a teacher requests, in advance, leave for a serious health condition and the teacher will be absent more than 20 percent of the total number of working days during the period over which the leave would be taken then the employer may require the teacher to elect one of the following options:
 - a. To take family leave for one uninterrupted period of time as necessary to complete medical treatment. (School holidays and school vacation days are not counted as family leave.);

- b. To transfer temporarily into an available alternative position which better accommodates periodic absences or recurring periods of leave.
67. Under FMLA leave, if a teacher begins leave more than five weeks before the end of the academic term because of the teacher's own serious health condition, the employer may require the teacher to remain on leave until the end of the term if:
- a. The family leave is at least three weeks long; and
 - b. The teacher's return to work would occur within three weeks of the end of the term.
68. If a teacher begins FMLA or OFLA leave within five weeks of the end of the academic term because of parental leave, the serious health condition of a family member or to care for a covered servicemember, the employer may require the teacher to remain on family leave through the end of the term if:
- a. The leave is more than two weeks long; and
 - b. The teacher's return would occur within the last two weeks of the term.
69. If a teacher begins FMLA or OFLA leave within three weeks of the end of the academic term because of parental leave, to care for a family member with a serious health condition or to care for a covered servicemember and the leave is greater than five working days, the employer may require the teacher to remain on family leave until the end of the term.
70. If a teacher takes FMLA/OFLA leave to the end of the school year and continues the leave at the beginning of the next school term, the leave is consecutive rather than intermittent leave.
- a. The period between the end of the school term and the beginning of the next school term, when a teacher would not have been required to report for duty, is not counted against the teacher's FMLA or OFLA leave entitlements.
 - b. A teacher on FMLA/OFLA leave at the end of the school term must be provided with the same benefits during the period between school terms that the teacher would normally receive if no FMLA/OFLA leave were taken.
71. If a teacher is required by the employer to remain on leave to the end of the academic term, only the period of leave the teacher requested shall be charged against the teacher's FMLA/OFLA leave entitlement.
72. Nothing in FMLA/OFLA rules prohibits the employer from allowing the teacher to work as a substitute or in some other paid capacity during the weeks prior to the end of term under 3. or 4. above.
73. Full-time employees covered by OFLA rules, and who have been maintained on the payroll by a district during 180 consecutive calendar days, are thereafter deemed to have been employed by that district for an average of at least 25 hours per week during the 180 days immediately preceding the date any OFLA leave begins.

Calculating the 12-Month Period for Leave

The district will use the same method for calculating the 12-month period in which the 12 workweek FMLA and OFLA leave entitlement occurs for all employees. The district will use a "rolling" 12-month period measured backward from the date the employee uses any family and medical leave.

Leaves to care for covered servicemembers has its own 12-month year beginning on the first day of leave regardless of the district's method of calculating the 12-month period for leave.

Paid/Unpaid Leave

Family leave under federal and state law is generally unpaid. An employee may elect to use accrued paid leave including personal and sick leave, or accrued vacation leave for the leave period.

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

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

Continuation of Health Insurance Benefits

Under federal and state law, group health insurance benefits and premium payments must be continued on the same basis as coverage would have been provided and premiums paid if the employee had been continuously employed during the leave period. The district will continue to pay the district's contribution toward the employee's premiums. The employee will continue to pay the employee's share of premiums, if any. A 30-day grace period will be allowed for receipt of employee contributions. The district's obligation to maintain the employee's benefits will cease if the employee's contribution is more than 30 days late. The district will provide written notice that the premium payment is more than 30 calendar days late. Such notice will be provided within 15 calendar days before coverage is to cease.

In the event the district is required to pay or elects to pay any part of the costs of providing health, disability, life or other insurance coverage for an employee during the period of FMLA or OFLA leave that should have been paid by the employee, the district may deduct, on the employee's return to work, such amounts from the employee's pay as have been advanced.

In no event may the total deducted exceed 10 percent of the employee's gross pay each pay period.

Return to Work

After leave granted under federal and state law, an employee is generally entitled to be returned to the same position the employee held when leave commenced or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment unless otherwise excepted by law.

Fitness-for-Duty Certification

If the leave was required for the employee's own serious health condition, including intermittent leave, the district may require the employee to obtain and present a fitness-for-duty certification from the health care provider that the employee is able to resume work. The certification will specifically address the employee's ability to perform the essential functions of the employee's job as they relate to the health condition that was the reason for the leave. If the district is going to require a fitness-for-duty certification upon return to work, the district must notify the employee of such requirement when the leave is designated as FMLA leave. The district is responsible for any co-pay or other out-of-pocket costs incurred by the employee in providing certification. Failure to provide the fitness-for-duty certification may result in a delay or denial of reinstatement.

Application

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

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

If advance notice is not possible, for example due to a change in circumstances or a medical emergency, an employee eligible for FMLA leave must provide notice as soon as practicable. "As soon as practicable," under federal law means the employee generally must comply with the employer's normal call-in procedures.

An employee eligible for OFLA leave is required, under state law, to provide oral or written notice within 24 hours of commencement of the leave in unanticipated or emergency leave situations. The employee may designate a family member or friend to notify the district during that period of time.

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

Failure of an employee to provide the required notice for FMLA leave may result in the district delaying the employee's leave for up to 30 days after the notice is ultimately given.

Failure of an employee to provide the required notice for leave covered by OFLA may result in the district deducting up to three weeks from the employee's unused OFLA leave in that one-year leave period. The employee may be subject to disciplinary action for not following the district's notice procedures.

Medical Certification

When an employee provides 30 or more days notice when applying for FMLA and/or OFLA leave, other than for parental leave, the employer may require the employee to provide medical documentation when appropriate to support the request for leave. The district will provide written notification to employees of this requirement within five working days of employee's request for leave. If the employee provides less than 30 days notice, the employee is required to submit such medical certification no later than 15 calendar days after receipt of the district's notification that medical certification is required.

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

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

Under state law, if an employee requests OFLA leave because of a serious health condition, the district may require a second opinion and designate the health care provider. The provider may not be employed by the district. Should the two opinions conflict, the district may require a third opinion and that the two providers designate the third health care provider. The third opinion will be final. Second and third opinions and the actual travel expenses for the employee to obtain such opinions will be paid for by the district.

An employer may not delay the taking of an OFLA leave in the event that medical certification is not received prior to the commencement of a leave taken subject to the timelines set forth in this regulation. The employer may designate the leave as provisionally approved subject to medical certification. The employer shall provide the employee with written notice of any requirement to provide medical certification of the need for leave and the consequences for failure to do so. The employee must be allowed a minimum of 15 days to provide medical certification.

If the employee elects or the district requires substitution of accrued sick leave, vacation or other paid leave for unpaid leave pursuant to a collective bargaining agreement or other Board policy, the district will follow the medical documentation requirements of the applicable leave policy or contract provision whenever such requirements are more beneficial to the employee.

If an employee has taken sick child leave on all or any part of three separate days during a leave year, the employer may require medical certification on the fourth day or subsequent occurrence of sick child leave within that leave year. The employer must pay the cost of the medical certification not covered by insurance or other benefit plan. The opinion of the health care provider shall be binding. The employer may not require the employee to obtain a second opinion. The employer is not required to request medical certification for sick child leave exceeding three days and may make such requests at the employer's discretion.

Notification

Any notice required by federal and state laws explaining employee rights and responsibilities will be posted in all staff rooms and the district office. Additional information may be obtained by contacting the Human Resource Director.

Record Keeping/Posted Notice

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

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

The district will post notice of Federal Family and Medical Leave Act and Oregon Family Leave Act requirements.

Federal vs. State Law

Both federal and state law contain provisions regarding leave for family illness. Federal regulations state an employer must comply with both laws; that the federal law does not supersede any provision of state law that provides greater family leave rights than those established pursuant to federal law and that state and federal leave entitlements run concurrently. State law requires that federal and state leave run concurrently when possible. For example, due to differences in regulations, an employee who takes leave after 180 days of employment but before one year, is still eligible to take a full 12 workweeks of federal leave after meeting the one-year work requirement. After the first work year, leave will run concurrently.

R10/08/15| RS

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

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

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

Military Family Leave Entitlements

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

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

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

Benefits and Protections

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

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

Eligibility Requirements

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

Definition of Serious Health Condition

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

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

Use of Leave

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

Substitution of Paid Leave for Unpaid Leave

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

Employee Responsibilities

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

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave.

Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility. Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

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

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

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

For additional information:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

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

Lebanon Community Schools

Code: **GCBDA/GDBDA-AR(2)**

Revised/Reviewed: 8/29/08, 9/16/10,

11/5/15, 6/8/17

Orig. Code(s): GCBDA/GDBDA-AR(2)

Request for Family and Medical Leave

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

PLEASE PRINT

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

Name _____ Effective Date of the Leave _____

Department _____ Title _____

Status: ☐ Fulltime ☐ Parttime ☐ Temporary

Hire Date _____ Length of Service _____

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

If yes, how many work days? _____ Reason for leave _____

I request family or medical leave for one or more of the following reasons:¹

1. ☐ Because of the birth of my child and in order to care for him or her. (District: Use GCBDA/GDBDA-AR(3)(A) Certification Form)
Expected date of birth _____ Actual date of birth _____
Leave to start _____ Expected return date _____
2. ☐ Because of the placement of a child with me for adoption or foster care. (District: Use GCBDA/GDBDA-AR(3)(A) Certification Form)
Age of child _____ Date of placement _____
Leave to start _____ Expected return date _____
3. ☐ In order to care for a family member² with a serious health condition. (District: Use GCBDA/GDBDA-AR(3)(B) Certification Form)
Leave to start _____ Expected return date _____
Please check one: ☐ Spouse³ ☐ Child⁴ ☐ 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)

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

²"Family member," for purposes of FMLA and OFLA leave, means the spouse, custodial parent, noncustodial parent, adoptive parent, stepparent or foster parent, biological parent, child of the employee (biological, adopted, foster or step child, a legal ward; or child of the employee standing in loco parentis) 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.

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

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

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

Describe _____

Leave to start _____ Expected return date _____

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

5. ☐ In order to care for a child with a condition requiring home care which does not meet the definition of serious health condition and is not life threatening or terminal (OFLA leave only).
6. ☐ A qualifying exigency arising from an employee's spouse, son, daughter, or parent who is a covered servicemember as defined in GCBDA/GDBDA-AR(1), or leave for the spouse per each deployment of the spouse- when the spouse- has either been notified of an impending call to active duty, has been ordered to active duty, or has been deployed or on leave from deployment. (District: Use GCBDA/GDBDA-AR(3)(C) Certification Form)
7. ☐ To care for a spouse, son, daughter, parent, or next of kin⁵ who is a covered servicemember with a serious illness or injury incurred in the line of duty or active duty in the armed forces. Has leave been taken for the same servicemember and the same injury? ☐ Yes ☐ No (District: Use GCBDA/GDBDA-AR(3)(D) Certification Form) If yes, when was the leave taken and for how many work days? _____
8. ☐ For the death of a family member (OFLA only).

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

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

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

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

Signature of Employee: _____ Date: _____

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

Lebanon Community Schools

Code: GCBDA/GDBDA-AR(3)(A)
Revised/Reviewed: 9/16/10, 6/8/17

Certification of Health Care Provider

Employee's Serious Health Condition

To be completed by the district:

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

District contact person: _____

Employee's job title: _____ Regular work schedule: _____

Employee's essential job functions _____

Check if job description is attached: ☐

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

To be completed by the employee:

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

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

Employee's name: _____
First Middle Last

To be completed by health care provider:

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

Providers's name and business address: _____

Type of practice/Medical specialty: _____

Telephone: (____) _____ Fax: (____) _____

Email: _____

Medical Facts

1. ~~The A~~ Approximate date the condition commenced: _____

~~The P~~ Probable duration of the condition: _____

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

☐ Yes ☐ No If yes, dates of admission: _____

~~List the D~~ dates(s) you treated the patient for the condition _____

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

If yes, expected delivery date: _____

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

Is the employee unable to perform any of his/her job functions due to the condition?

☐ Yes ☐ No If yes, identify the job functions the employee is unable to perform:

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

Amount of leave needed

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

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

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

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

☐ Yes ☐ No

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

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

_____ hour(s) per day; _____ days per week from _____ through _____

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

Is it medically necessary for the employee to be absent from work during the flare-ups?

☐ Yes ☐ No If yes, explain: _____

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

Frequency: _____ times per _____ week(s) _____ month(s)

Duration: _____ hours or _____ day(s) per episode

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

Signature of Health Care Provider

Date

CR2/26/094/13/17 | RS

Lebanon Community Schools

Code: GCBDA/GDBDA-AR(3)(B)
Revised/Reviewed: 9/16/10, 6/8/17

Certification of Health Care Provider

Family Member's Serious Health Condition

To be completed by the district:

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

District ~~C~~ontact person: _____

Employee's job title: _____ Regular work schedule: _____

Employee's essential job functions: _____

Check if job description is attached: ☐ _____

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

To be completed by the employee:

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

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

Employees name: _____
First Middle Last

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

First Middle Last

If family member is your ~~son or daughter~~ child, please provide his/her date of birth: _____

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

Employee signature

Date

To be completed by health care provider:

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

Providers's name and business address: _____

Type of practice/medical specialty: _____

Telephone: () _____ Fax:() _____

Email: _____

Medical Facts

1. The Approximate the date condition commenced: _____

The Probable duration of the condition: _____

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

☐ Yes ☐ No If yes, dates of admission: _____

List the Dates(s) you treated the patient for their condition: _____

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

If yes, expected delivery date:_____

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

Amount of leave needed

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

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

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

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

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

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

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

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

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

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

_____ hour(s) per day; _____ days per week from _____ through _____

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

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

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

Frequency: _____ times per _____ week(s) _____ month(s)

Duration: _____ hours or _____ day(s) per episode

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

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

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

Signature of Health Care Provider

Date

CR2/26/094/13/17 | RS

Lebanon Community Schools

Code: GCBDA/GDBDA-AR(3)(C)
Revised/Reviewed: 9/16/10, 6/8/17

Military Family Leave

Certification of Qualifying Exigency for Military Family Leave

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

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

District Name and Address: _____

Superintendent or designee information: _____

Section 2: To be completed by the employee:

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

Employee's name: _____
First Middle Last

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

First Middle Last

Relationship of covered military member to you: _____

Period of covered military member's active duty: _____

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

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

Military Family Leave - GCBDA/GDBDA-AR(3)(C)

1-3

Enclosure E-1

Part A: Qualifying reason for leave

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

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

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

Part B: Amount of leave needed

1. ~~The A~~ approximate date the qualifying exigency/deployment commenced or will commence is:

~~The P~~ probably duration of such exigency or deployment is: _____
2. Will you need to be absent from work for a single continuous period of time due to the qualifying exigency or ~~/~~ deployment? ☐ Yes ☐ No

If yes, estimate the beginning and ending dates for the period of absence _____
3. Will you need to be absent from work periodically to address this qualifying exigency or ~~/~~ deployment?
☐ Yes ☐ No
If yes, estimate the schedule of leave, including the dates of any scheduled meetings or appointments:

4. Estimate the frequency and duration of each appointment, meeting or leave event, including any travel time (i.e. One deployment-related meeting every month lasting four hours) (FMLA only):

Frequency: _____ times per _____ week(s) _____ month(s)

Duration: _____ hours or _____ day(s) per event

Part C: Third party certification

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

Name of individual _____ Title _____

Organization _____

Address _____

Telephone (_____) _____ Fax (_____) _____

Email _____

Describe the nature of the meeting _____

Part D: Employee Signature

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

Signature of Employee

Date

Lebanon Community Schools

Code: GCBDA/GDBDA-AR(3)(D)
Revised/Reviewed: 9/16/10, 7/15/13,
6/8/17

Military Family Leave

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

Notice and instructions to the district:

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

Section 1

Part A: Employee information

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

District name and address

Name of employee requesting leave to care for covered servicemember:

First Middle Last

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

First Middle Last

Relationship of employee to covered servicemember requesting leave to care:

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

Part B: Covered servicemember information

1. Is the covered servicemember a current member of the regular ~~a~~ A ~~r~~ rmed ~~f~~ Forces, the National Guard or Reserves, or a veteran? ☐ Yes ☐ No

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

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

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

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

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

Part C: Care to be provided to the covered servicemember

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

Section 2:

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

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

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

Part A: Health care provider information

Health care provider's name and business address:

Type of practice/Medical specialty: _____

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

Telephone (_____) _____ Fax (_____) _____ Email _____

Part B: Medical status

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

- ☐ (SI) Seriously Ill/Injured – Illness/Injury is of such severity that there is cause for immediate concern, but there is no imminent danger to life. Family members are requested at bedside. (Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.)
- ☐ Other Ill/Injured – A serious injury or illness that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank or rating.
- ☐ None of the above. (Note to employee: If this box is checked, you may still be eligible to take leave to care for a covered family member with a "serious health condition." If such leave is requested, you may be required to complete the form *Certification of Health Care Provider for Family Member's Serious Health Condition*.)

2. Was the condition for which the covered servicemember is being treated incurred in the line of duty on active duty in the ~~a~~Armed ~~f~~Forces? ☐ Yes ☐ No

If no, did the condition exist before the beginning of active duty and aggravated by service in the line of duty while on active duty? ☐ Yes ☐ No

3. Appropriate date condition commenced: _____

4. Probable duration of condition and/or need for care: _____

5. Is the covered servicemember undergoing medical treatment, recuperation or therapy? ☐ Yes ☐ No
If yes, please describe medical treatment, recuperation or therapy:

Part C: Covered servicemember's need for care by family member

1. Will the covered servicemember need care for a single continuous period of time, including any time for treatment and recovery? ☐ Yes ☐ No
If yes, estimate the beginning and ending dates for this period of time: _____

2. Will the covered servicemember require periodic follow-up treatment appointments? ☐ Yes ☐ No
If yes, estimate the treatment schedule: _____

3. Is there a medical necessity for the servicemember to have periodic care for these follow-up treatment appointment? ☐ Yes ☐ No

4. Is there a medical necessity for the covered servicemember to have periodic care for other than scheduled follow-up treatment appointments (e.g. episodic flare-ups of medical conditions)? ☐ Yes ☐ No
If yes, estimate the frequency and duration of the periodic care.

Signature of health care provider

Date

~~CR6/06/134/13/17~~ | RS

Lebanon Community Schools

Code: GCBDA/GDBDA-AR(4)
Revised/Reviewed: 8/29/08, 9/16/10,
11/5/15, 6/8/17
Orig. Code(s): GCBDA/GDBDA-AR(4)

FMLA/OFLA Eligibility Notice to Employee

DATE: _____

TO: _____
(Employee's name)

FROM: _____
(Name of appropriate employer representative)

SUBJECT: Request for FMLA and/or OFLA Leave

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

1. _____ The birth of your child, or the placement of a child with you for adoption or foster care;
2. _____ A serious health condition that makes you unable to perform the essential functions of your job;
3. _____ A serious health condition of your ☐ spouse¹, ☐ child² (including the biological, grandchild, adopted or foster child or stepchild of an employee or a child with whom the employee is or was in a relationship of "in loco parentis"), ☐ parent (biological parent of an employee or an individual who stood "in loco parentis" to an employee when the employee was a child), ☐ grandparent (OFLA leave only), ☐ parent-in-law or the parent of an employee's registered domestic partner (OFLA leave only), ☐ custodial parent, ☐ noncustodial parent, ☐ adoptive parent, ☐ foster parent for which you are needed to provide care;
4. _____ An illness or injury to your child which requires home care but is not a serious health condition (OFLA leave only);
5. _____ A qualifying exigency arising from a spouse, ~~son, daughter~~ child or parent in the Armed Forces on covered active duty, or in the National Guard or Reserves on covered active duty;

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

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

6. _____ Your spouse has been notified of an impending call to active duty, has been ordered to active duty, or has been deployed or on leave from deployment;
7. _____ A serious illness or injury, incurred in the line of duty, of a covered service member who is your spouse, ~~son, daughter, child,~~ parent or next of kin;
8. _____ For the death of a family member (OFLA only).

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

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

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

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

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

1. You are ☐ eligible ☐ not eligible for leave under ~~the~~ ☐ FMLA, ☐ OFLA ~~or~~ ☐ both FMLA and OFLA.
2. The requested leave may be counted against your annual ☐ FMLA leave entitlement, ☐ OFLA leave entitlement
☐ FMLA and OFLA leave entitlements both.
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*)

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

- 5a. If you normally pay a portion of the premiums for your health insurance, these payments will continue during the period of FMLA and/or /OFLA leave. Arrangements for payment have been discussed with you and it is agreed that you will make premium payments as follows: *(Set forth dates, e.g., the 10th of each month, or pay periods, etc., that specifically cover the agreement with the employee.)*
- ~~5b. If the district pays any part of your share of disability, life or other insurance benefits while on OFLA or FMLA leave the district may deduct up to 10 percent of your gross pay each pay period after your return to work until the amount is repaid (OFLA leave only).~~
- 5**e**b. You have a minimum ☐ 30-day ☐ Other: _____ (~~or~~, indicate longer period, if applicable) grace period in which to make premium payments. If payment is not timely made, your group health insurance may be cancelled. We will notify you in writing at least 15 days before the date that your health coverage will lapse. At our option, we may also pay your share of the premiums during your FMLA and/or /OFLA leave as provided by Board policy and/or collective bargaining agreement, and recover these payments from you upon your return to work. We ☐ will ☐ will not pay your share of health insurance premiums while you are on FMLA and/or OFLA leave.
- 5**d**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**e**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 Section C.F.R. § 104 (c)(2)(B) of the FMLA.

6. ☐ You will be required to present a fitness-for-duty certification~~one~~ 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.
- 7a. You ☐ are ☐ are not a “key employee” as described in ~~Section~~ C.F.R. § 825.218 of the FMLA regulations. If you are a “key employee,” ~~restoration~~reinstatement to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to ~~us~~ the district. (FMLA leave only.)
- 7b. We ☐ have ☐ have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. (FMLA leave only.) (*Explain (a) and/or (b) below.*)
8. While on FMLA and/or OFLA leave, you ☐ will ☐ will not be required to furnish us with periodic reports every _____ (*indicate interval of periodic reports, as appropriate for the particular leave situation*) of your status and intent to return to work. If the circumstances of your leave change and you are able to return to work earlier than the date indicated on this form, you ☐ will ☐ will not be required to notify us at least two workdays prior to the date you intend to report for work.
9. You ☐ will ☐ will not be required to furnish recertification relating to a serious health condition. (FMLA leave only.) (*Explain below, if necessary, including the interval between certifications as prescribed in ~~Section~~ C.F.R. § -825.308 of the FMLA regulations.*)
10. You are notified that all leave taken for the purposes of the death of a family member, counts toward the total period of authorized family leave.

CR10/08/154/13/17 | RS

Lebanon Community Schools

Code: GCBDA/GDBDA-AR(5)
Revised/Reviewed: 9/16/10, 6/8/17

Sample Designation Letter to Employee - FMLA/OFLA Leave

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

Dear Employee:

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

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

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

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

Sincerely,

Superintendent

Enclosure (FMLA and/or OFLA Designation Notice form)

CR12/31/084/13/17 | RS

Sample Designation Letter to Employee - FMLA/OFLA Leave - GCBDA/GDBDA-AR(5)

Lebanon Community Schools

Code: GCBDA/GDBDA-AR(6)
Revised/Reviewed: 9/16/10, 11/21/13, 6/8/17

Designation Notice – FMLA/OFLA

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

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

Employee Name: _____ Date: _____

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

~~and~~ Please be advised:

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

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

- ☐ Provided there is no deviation from your anticipated leave schedule, the following number of hours, days or weeks will be counted against your leave entitlement:

- ☐ Because the leave you ~~will need requested~~ will be rescheduled, it is not possible to provide the hours, days or weeks that will be counted against your FMLA and/or OFLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

Please be advised (check if applicable):

- ☐ You have requested to use paid leave during your FMLA and/or OFLA leave. Any paid leave taken for this reason will count against your FMLA and/or OFLA leave entitlement.
- ☐ We are requiring you to substitute or use paid leave during your FMLA and/or OFLA leave.
- ☐ You will be required to present a fitness-for-duty certification to be ~~restored-reinstated to employment your~~ position. If such certification is not timely received, your return to work may be delayed until certification is provided. The Fitness-for-Duty Certification form is attached, please have your medical provider complete

Designation Notice – FMLA/OFLA - GCBDA/GDBDA-AR(6)

1-2

Enclosure E-1

this form prior to the termination of your leave. A list of the essential functions of your position ☐ is is ☐ is not attached. If attached, the fitness-for-duty certifications must address your ability to perform these functions~~;~~:

-
- ☐ Additional information is needed to determine if your FMLA and/or OFLA leave request can be approved.
 - ☐ The certification you have provided is ~~not~~ incomplete and insufficient to determine whether the FMLA and/or OFLA applies to your leave procedures. You must provide the following information no later than (date) (at least 15 calendar days), unless it is not practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied. The information needed to make the certification complete and sufficient is¹:
 - ☐ We are exercising our right to have you obtain a second or third opinion medical certification at our expense, and we will provide further details at a later time.

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

CR12/10/094/13/17 | RS

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

Lebanon Community Schools

Code: GCBDA/GDBDA-AR(7)
Revised/Reviewed: 6/8/17

Fitness-for-Duty Certification

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

To: _____

Date: _____

From: _____

Subject: Fitness-for-Duty Certification

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

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

Fitness-for-Duty Certification

Health Care Provider Completes this Section

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

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

a. If yes, list the effective date _____.

b. If no, complete the following:

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

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

- (a) ☐ Unable to perform the physical requirements of their work; or
(b) ☐ Is medically incapacitated: ☐ Totally ☐ Partially**

Designation Notice – FMLA/OFLA - GCBDA/GDBDA-AR(6)

1-2

Enclosure E-1

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

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

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

Printed Name of Health Care Provider

Type of Practice

Signature - Health Care Provider

Date

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

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

CR4/13/17 | RS

Lebanon Community Schools

Code: **CBG**
Adopted: 6/16/09
Readopted: 3/4/10
Orig. Code(s): CBG

Evaluation of the Superintendent

The superintendent's job performance will be evaluated at least once during the course of each fiscal year. The evaluation will be based on any applicable standards of performance and progress in attaining any goals for the year established by the superintendent and the Board.

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

~~Any time the superintendent's performance is deemed to be unsatisfactory, the superintendent will be notified in writing of specific areas to be remedied and will be given an opportunity to correct the problem(s). If performance continues to be unsatisfactory, the Board may dismiss the superintendent pursuant to Board policy, the employment contract with the superintendent and state law and rules.~~

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

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

END OF POLICY

Legal Reference(s):

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

[ORS 332.107](#)

[ORS 332.505](#)

[ORS 342.513](#)

[ORS 342.815](#)

[OAR 581-022-1720](#)

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

R4/05/164/13/17 | PH

Cross Reference(s):

BDC - Executive Sessions CB – Superintendent

CBA - Qualifications and Duties of the Superintendent

Lebanon Community Schools

Code: **GBH/JECAC**
Adopted: 8/20/09
Readopted: 9/16/10
Orig. Code(s): GBH/JECAC

Staff/Student/Parent Relations**

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

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

It is the responsibility of the parent with sole custody to provide any court order that curtails the rights of the noncustodial parent at the time of enrollment or any other time a court order is issued.

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

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

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

END OF POLICY

Legal Reference(s):

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

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2006); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2008).
Protection of Pupil Rights, 20 U.S.C. § 1232h (2006); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2006).

Lebanon Community Schools

Code: **GBMA**
Adopted: 6/9/16

Whistleblower *

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

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

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

The district will use the complaint process in [†]administrative regulation ~~KL-AR~~GBM-AR - ~~Public Staff~~ Complaints Procedure[†] to address any alleged violations of this policy.

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

END OF POLICY

[†]~~If the district created and has a GBM-AR - Staff Complaints, it may want to consider inserting that language here.~~

Legal Reference(s):

[ORS 192](#).501 to -192.505
[ORS 659A](#).199 to -659A.224

[OAR 581-022](#)-1720

Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).
Connick v. Myers, 461 U.S. 138 (1983).
R4/28/16 | PH

Lebanon Community Schools

Code: GCBDA/GDBDA
Adopted: 8/21/00
Readopted: 9/16/10
Orig. Code(s): GCBDA/GDBDA

Family Medical Leave

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

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

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

In order for an employee to be eligible for the benefits under ~~federal law~~ FMLA, he/she must have been employed by the district for at least 12 months and have worked at least 1250 hours during the past 12-month period.

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

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

Federal and state leave entitlements generally run concurrently.

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

END OF POLICY

Legal Reference(s):

[ORS 332.507](#)

[ORS 342.545](#)

[ORS 659A.090](#)

[ORS 659A.093](#)

[ORS 659A.096](#)
[ORS 659A.099](#)
[ORS 659A.150 - 659A.186](#)

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

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

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

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

Americans with Disabilities Act Amendments Act of 2008.

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

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

[R12/10/094/13/17](#) | RS

Lebanon Community Schools

Code: **JECAC/GBH**
Adopted: 8/20/09
Readopted: 9/16/10; 1/20/11
Orig. Code(s): GBH/JECAC

Staff/Student/Parent Relations**

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

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

It is the responsibility of the parent with sole custody to provide any court order that curtails the rights of the noncustodial parent at the time of enrollment or any other time a court order is issued.

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

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

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

END OF POLICY

Legal Reference(s):

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

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2006); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2008).
Protection of Pupil Rights, 20 U.S.C. § 1232h (2006); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2006).

| 2/26/094/13/17 | MSPH

Cross Reference(s):

GBH/JECAC - Staff/Student/Parent Relations

Lebanon Community Schools

Code: **EFA**

Adopted: 9/6/09

Readopted: 5/6/10, 1/23/14, 12/10/15

Orig. Code(s) EFA

Local Wellness Program

The district is committed to the optimal development of every student and believes that a positive, safe and health-promoting learning environment is necessary for students to have the opportunity to achieve personal, academic, developmental and social success.

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

The input of staff (including, but not limited to, physical education and school health professionals), students, parents, the public, the Board, school administrators, representatives of the school food authority and public health professionals will be encouraged in the development of wellness policy. The Board shall establish a Wellness Advisory Committee to advise the district in the creation of the local wellness policy. The superintendent will develop administrative regulations as necessary to implement the goals of the local wellness plan and ensure compliance of such policy.

WELLNESS POLICY IMPLEMENTATION, MONITORING, ACCOUNTABILITY AND COMMUNITY ENGAGEMENT

Implementation Plan

The district shall develop and maintain a plan to manage and coordinate the implementation of this wellness policy.

The plan will:

1. Delineate roles, responsibilities, actions and timelines specific to each school;
2. Include information about who will be responsible to make what change, by how much, where and when;
3. Include specific goals and objectives for nutrition standards for all foods and beverages available on the school campus, and in food and beverage marketing; and

4. Include specific goals and objectives for nutrition promotion and education, physical activity, physical education and other school-based activities that promote student wellness.

In an effort to measure the implementation of this policy, the Board designates the superintendent as the person who will be responsible for ensuring each school meets the goals outlined in this policy.

Record Keeping

The district will retain the following records to document compliance with the requirements of the wellness policy at the district's administrative offices.

5. The written wellness policy;
6. Documentation demonstrating that the policy has been made available to the public;
7. Documentation of efforts to review and update the local wellness policy, including an indication of who is involved in the update and the methods the district uses to make stakeholders aware of their ability to participate;
8. Documentation to demonstrate compliance with the annual public notification requirements;
9. The most recent assessment on the implementation of the local wellness policy;
10. Documentation demonstrating the most recent assessment on the implementation of the local wellness policy has been made available to the public.

Annual Notification of Policy

The district will make available to the public annually, an assessment of the implementation, including the extent to which the schools are in compliance with policy, how the policy compares to model policy and a description of the progress being made in attaining the goals of the policy. The district will make this information available through the district website. The district will also publicize the name and contact information of the district or school official(s) leading and coordinating the policy, as well as information on how the public can get involved with the local wellness policy.

Triennial Progress Assessments

At least once every three years, the district will evaluate compliance with the local wellness policy, to assess the implementation of the policy and produce a triennial progress report that will include:

11. The extent to which schools under the jurisdiction of the district are in compliance with the policy;
12. The extent to which the district's policy compares to model wellness policy; and
13. A description of the progress made in attaining the goals of the district's policy.

The district or school will actively notify households/families of the availability of the triennial progress report.

Revisions and Updating the Policy

The district will update or modify the local wellness policy based on the results of the triennial assessments and/or as district priorities change; community needs change; wellness goals are met; new health science, information and technology emerge; and new federal or state guidance or standards are issued. The local wellness policy will be assessed and updated as indicated at least every three years following the triennial assessment.

Community Involvement, Outreach and Communications

The district will actively communicate ways in which the community can participate in the development, implementation and periodic review and update of the local wellness policy through a variety of means appropriate for the district. The district will also ensure that communications are culturally and linguistically appropriate to the community, and accomplished through means similar to other ways that the district and individual schools are communicating important school information with parents.

NUTRITION PROMOTION AND NUTRITION EDUCATION

Nutrition promotion and nutrition education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, by creating food environments that encourage healthy nutrition choices and by encouraging participation in school meal programs. Students and staff will receive consistent nutrition messages throughout the school environment. Nutrition promotion also includes marketing and advertising nutritious foods and beverages to students and is most effective when implemented consistently through a comprehensive and multi-channel approach by staff, teachers, parents, students and the community.

School Meals

All schools within the district participate in U.S. Department of Agriculture (USDA) child nutrition programs, administered through the Oregon Department of Education (ODE), including the National School Lunch Program (NSLP), the School Breakfast Program (SBP), Fresh Fruit & Vegetable Program (FFVP), Summer Food Service Program (SFSP), Supper programs or others. The district also operates additional nutrition-related programs and activities including Farm-to-School programs, school gardens, Breakfast in the Classroom, Mobile Breakfast carts or Grab 'n' Go Breakfast.

Staff Qualifications and Professional Development

All school nutrition program directors, managers and staff will meet or exceed hiring and annual continuing education/training requirements in the USDA Professional Standards for Child Nutrition Professionals.

Water

Free, safe, unflavored, drinking water will be available to all students throughout the school day and throughout every school campus. The district will make drinking water available where school meals are served during mealtimes.

Competitive Foods and Beverages

All foods and beverages outside the reimbursable school meal programs that are sold to students on the school campus during the school day [and extended school day] will meet or exceed the nutrition standards set by the USDA and the Oregon Smart Snacks Standards¹. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, school stores and snack or food carts.

Celebrations and Rewards

All foods offered on the school campus are encouraged to meet the nutrition standards set by the USDA and the Oregon Smart Snacks Standards. This includes, but is not limited to, celebrations, parties, classroom snacks brought by parents, rewards and incentives.

Fund Raising

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

Food and Beverage Marketing in Schools

Any foods and beverages marketed or promoted to students on the school campus during the school day will meet or exceed the nutrition standards set by the USDA and the Oregon Smart Snacks Standards.

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

PHYSICAL ACTIVITY AND PHYSICAL EDUCATION

Physical activity should be included in the school’s daily education program for grades pre-K through 12 and include regular, instructional physical education, as well as co-curricular activities and recess.

Physical activity during the school day (including, but not limited to, recess, classroom physical activity breaks or physical education) will not be withheld as punishment for any reason.

¹[Oregon Department of Education, Oregon Smart Snacks Standards](#)

The Board realizes that a quality physical education program is an essential component for all students to learn about and participate in physical activity. The district will develop and assess student performance standards in order to meet the ODE's physical education content standards.

Employee Wellness

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

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

Other Activities that Promote Student Wellness

The district will integrate wellness activities throughout the entire school environment (districtwide), not just in the cafeterias, other food and beverage venues and physical activity facilities. The district will coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complimentary, not duplicated and work toward the same set of goals and objectives promoting student well-being, optimal development and strong educational outcomes.

END OF POLICY

Legal Reference(s):

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

[OAR 581-051-0100](#)
[OAR 581-051-0305](#)
[OAR 581-051-0306](#)

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

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

R4/13/17 | PH

Lebanon Community Schools

ADMINISTRATOR & CONFIDENTIAL COMPENSATION

AND WORKING CONDITIONS 201~~75~~-20~~19~~17

These provisions shall be in effect from July 1, 201~~75~~ through June 30, 20~~19~~17. The positions covered by these provisions include:

- Elementary/K-8 Assistant Principal (225 days)
- Middle School Assistant Principal (225 days)
- High School Associate Principal (225 days)
- Elementary/K-8 Principal (225 days)
- Middle School Principal (225 days)
- High School Principal (240 days)
- Director of Human Resource and Community Relations (260 days)
- Federal Programs Administrator (225 days)
- College and Career Readiness Director (225 days)
- Special Education Director (225 days)
- Director of Business (260 days)
- Director of Classified and Employee Relations (260 days)
- Director of Nutrition (260 days)
- Confidential Employees (260 days)
 - Executive Secretary
 - Payroll Specialist
 - Human Resource Specialist

1. MEMBERSHIP

The District as approved by the Superintendent shall pay memberships to state and national professional organizations related to the each administrative position.

2. CONFERENCES

Attendance at conferences related to the position shall be determined by the Superintendent and within budget limitations. Expenses to be paid by the District shall be the IRS rate for mileage and in accordance with District travel policy.

3. SICK LEAVE

All administrators shall annually receive one (1) day sick leave per month worked that shall be accumulative for an unlimited number of days. The District will accept up to 160 hours of unused accumulated sick leave transferred in from the most recent Oregon employing district.

4. PERSONAL LEAVE

A total of three (3) days of non-cumulative paid leave per year without explanation shall be granted.

5. BEREAVEMENT LEAVE

All administrators are allowed three (3) days bereavement leave per occurrence with no reduction in salary. Extensions may be granted by the Superintendent. Eligible family members will be equivalent to what is described for the licensed (Certified) staff.

In addition to these benefits, the District shall comply with the Oregon Family Leave Act (OFLA). The paid bereavement leave in this section shall run concurrently with the bereavement leave provisions under OFLA.

The definition of family members in the first stanza of this section is different under OFLA. The bereavement leave under OFLA will apply only for family members listed under the law.

6. LEAVE OF ABSENCE

A short-term leave from one (1) to thirty (30) paid or non-paid days may be granted by prior approval at the sole discretion of the Superintendent or designee. A long term unpaid leave of absence may be granted by the District Board for any reasons deemed appropriate by the Board.

7. INCLEMENT WEATHER

When the Superintendent cancels school due to inclement weather and staff does not report for duty, administrators shall not report to work unless directed by the Superintendent.

8. PERS PICKUP

The District will pay the District contribution and the administrator's contribution to PERS.

9. SERVICE ORGANIZATIONS

Administrators are encouraged to be part of the larger Lebanon community to act as representatives for their schools and the ~~d~~District through active participation in service organizations (e.g., Lions, Rotary, Kiwanis, etc.) Attendance and reimbursement for membership in service organization meetings is approved for interested administrators.

10. SALARY SCHEDULE

A. The following salary schedule shall be in effect for the 201~~7~~5-20~~19~~47 year and shall be subject to the contract year provisions detailed below. Cost of living or salary increases will be equivalent to what is provided to the licensed (Certified) staff.

B. **SALARY PLACEMENT:** Initial salary placement is limited to 6 years of experience.

Administrators with additional related administrative experience from other public school districts in or out of state may submit requests for placement on a higher step to the Superintendent.

A confidential employee with an Associate's Degree or higher shall receive a wage differential of \$2,000 per year above the wage rate specified in the salary schedule below.

C. Salaries of administrators and confidential employees are determined by the Superintendent using the following chart:

Position	A 0 years	B 1-2 years	C 3-4 years	D 5-6 years	E 7-8 years	F 9-10 years	Longevity 15 years
ELE/K-8 Assistant Principal	\$77,342	\$78,701	\$80,466	\$82,074	\$83,717	\$85,391	\$87,099
MS Assistant Principal	\$78,920	\$80,498	\$82,109	\$83,750	\$85,425	\$87,133	\$88,876
HS Associate Principal	\$92,327	\$94,173	\$96,057	\$97,979	\$99,937	\$101,936	\$103,975
Elementary/K-8 Principal	\$91,026	\$92,847	\$94,704	\$96,598	\$98,530	\$100,501	\$102,510
Middle School Principal	\$92,847	\$94,704	\$96,598	\$98,530	\$100,501	\$102,510	\$104,561
High School Principal	\$103,510	\$105,580	\$107,692	\$109,845	\$112,042	\$114,283	\$116,569
Director of Human Resource & Community Relations	\$103,510	\$105,580	\$107,692	\$109,845	\$112,042	\$114,283	\$116,569
Federal Programs Administrator	\$91,026	\$92,847	\$94,704	\$96,598	\$98,530	\$100,501	\$102,510
College & Career Readiness Director	\$91,026	\$92,847	\$94,704	\$96,598	\$98,530	\$100,501	\$102,510
Special Education Director	\$91,026	\$92,847	\$94,704	\$96,598	\$98,530	\$100,501	\$102,510
NON-LICENSED DIRECTORS							
Director of Business	\$94,667	\$96,561	\$98,491	\$100,462	\$102,473	\$104,520	\$106, 611
Director of Classified & Employee Relations	\$81,645	\$83,277	\$84,943	\$86,641	\$88,375	\$90,142	\$91,945
Director of Nutrition	\$68,621	\$69,993	\$71,394	\$72,822	\$74,277	\$75,763	\$77,279
CONFIDENTIALS							
Executive Secretary	\$45,277	\$46,132	\$47,055	\$47,995	\$48,955	\$49,934	\$51,876
Payroll Specialist	\$45,277	\$46,132	\$47,055	\$47,995	\$48,955	\$49,934	\$51,876
<u>Human Resources Specialist</u>	<u>\$45,277</u>	<u>\$46,132</u>	<u>\$47,055</u>	<u>\$47,995</u>	<u>\$48,955</u>	<u>\$49,934</u>	<u>\$51,876</u>

11. CONTRACT YEAR

The contract year for administrators will be July 1 - June 30. The Superintendent will annually determine the workdays and non-contract days. It is understood that payments of salary and the obligation of the ~~school-d~~District is subject to the availability of funds and any corresponding ~~d~~District decision to reduce the work year. Eight paid Holidays (see below) are included as part of the workdays for principals:

Memorial Day, President's Day, Thanksgiving Day, Labor Day, Christmas Day, Veteran's Day, New Year's Day, Martin Luther King, ~~Jr.'s-B~~Day. All 260-day employees have two additional paid holidays: Independence Day, and the day after Thanksgiving.

12. VACATION

All 260-day employees will have 18 days of paid vacation with additional days awarded in years with more than 260 days. (For example, in years where there are 261 workdays all 260-day employees will have an additional vacation day.) Vacation days shall not accumulate beyond thirty-five (35); any vacation days in excess of thirty-five (35) shall be forfeited.

13. TRAVEL

Approved in-district and out-of-district travel will be reimbursed at the current IRS rate for travel.

14. INSURANCE PROGRAM

The District agrees to pay the amount received by the teachers or classified employees, whichever is higher, per month per full-time employee for insurance premiums for each year of this agreement. At the time of retirement, the administrator may elect to continue on the medical, dental, and vision insurance plans available through the District at the administrator's expense until age 65 or Medicare eligible.

15. TUITION

Administrators may request reimbursement of tuition for up to 50% (or vouchers upon availability) of college credit course work related to renewal or completion of their administrative license or advanced degree. In lieu of requesting 50% reimbursement, at the completion of license requirements or an advanced degree an administrator can request 20% reimbursement for the total cost each year until 100% of tuition costs have been met. Tuition reimbursement must be approved in advance of course work. Approved tuition will be reimbursed upon proof of payment and successful completion. Prior to June 30th of each year, proof of payment and successful course completion must be submitted for the 100% tuition reimbursement program.

16. PROBATIONARY PERIOD

Licensed administrators will serve a probationary period of three (3) years.

17. TRADE DAYS

Administrators whose work year is less than 260 days may trade days they work in July or during winter or spring break for days off during the school year (August through June). Permission must be granted in advance by the superintendent to trade days.

187. EVALUATION AND CONTRACTS

Administrators will be evaluated annually in accordance with District policy and regulations. An evaluation conference will be held by February 15, and a written evaluation completed by February 15 of each year. Additional evaluations may be completed at any time at the discretion of the Superintendent.

When a contract administrator's performance needs improvement (other than disciplinary matters) the administrator may be placed on an improvement plan at the discretion of the Superintendent. The time period of an improvement plan will be reasonably calculated to allow the administrator an opportunity to correct the areas of deficiency. At the end of the improvement plan, the supervisor will review the results with the administrator.

Each year by February 15th probationary administrators will receive written notice of the Superintendent's recommendation for renewal or non-renewal for the following school year. Written notice of the Superintendent's recommendation for non-extension of a contract administrator's contract will By February 15th of the second year of his/her contract.

By March 15 of the second year of a contract administrator's three (3) year contract, the Board will act to extend the contract for another year or decline to extend the contract. If the contract is not extended, it expires without further Board action at the end of its term. However, even if the Board does not extend the contract by March 15 of the second year, the Board can offer a contract extension at any time between that date and March 15 of the third or final year of the contract.

The Board will not non-renew or non-extend the administrator's contract without a cause the Board considers in good faith sufficient. An administrator whose contract is not extended by the Board may appeal that decision to the Board by providing notice to the Superintendent no later than April 15 of the same year. The Board will hear and consider the appeal in executive session unless the administrator requests that it be held in a public meeting. Notwithstanding the above, the District may take dismissal action at any time in accordance with law.

198. RETIREMENT

Employees with early retirement benefits will have those benefits grandfathered into their contract.

Working Conditions described above approved this ~~11th day of June, 2015~~ _____ by the Lebanon Community School Board of Directors.

School Board Chair

Robert T. Hess, Superintendent

Lebanon Community Schools

ADMINISTRATOR & CONFIDENTIAL COMPENSATION

AND WORKING CONDITIONS 201~~7~~5-20~~18~~17

These provisions shall be in effect from July 1, 201~~7~~5 through June 30, 20~~18~~17. The positions covered by these provisions include:

- Elementary/K-8 Assistant Principal (225 days)
- Middle School Assistant Principal (225 days)
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- Elementary/K-8 Principal (225 days)
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- Special Education Director (225 days)
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- Confidential Employees (260 days)
 - Executive Secretary
 - Payroll Specialist
 - Human Resource Specialist

1. MEMBERSHIP

The District as approved by the Superintendent shall pay memberships to state and national professional organizations related to the each administrative position.

2. CONFERENCES

Attendance at conferences related to the position shall be determined by the Superintendent and within budget limitations. Expenses to be paid by the District shall be the IRS rate for mileage and in accordance with District travel policy.

3. SICK LEAVE

All administrators shall annually receive one (1) day sick leave per month worked that shall be accumulative for an unlimited number of days. The District will accept up to 160 hours of unused accumulated sick leave transferred in from the most recent Oregon employing district.

4. PERSONAL LEAVE

A total of three (3) days of non-cumulative paid leave per year without explanation shall be granted.

5. BEREAVEMENT LEAVE

All administrators are allowed three (3) days bereavement leave per occurrence with no reduction in salary. Extensions may be granted by the Superintendent. Eligible family members will be equivalent to what is described for the licensed (Certified) staff.

In addition to these benefits, the District shall comply with the Oregon Family Leave Act (OFLA). The paid bereavement leave in this section shall run concurrently with the bereavement leave provisions under OFLA.

The definition of family members in the first stanza of this section is different under OFLA. The bereavement leave under OFLA will apply only for family members listed under the law.

6. LEAVE OF ABSENCE

A short-term leave from one (1) to thirty (30) paid or non-paid days may be granted by prior approval at the sole discretion of the Superintendent or designee. A long term unpaid leave of absence may be granted by the District Board for any reasons deemed appropriate by the Board.

7. INCLEMENT WEATHER

When the Superintendent cancels school due to inclement weather and staff does not report for duty, administrators shall not report to work unless directed by the Superintendent.

8. PERS PICKUP

The District will pay the District contribution and the administrator's contribution to PERS.

9. SERVICE ORGANIZATIONS

Administrators are encouraged to be part of the larger Lebanon community to act as representatives for their schools and the ~~d~~District through active participation in service organizations (e.g., Lions, Rotary, Kiwanis, etc.) Attendance and reimbursement for membership in service organization meetings is approved for interested administrators.

10. SALARY SCHEDULE

A. The following salary schedule shall be in effect for the 201~~7~~5-201~~8~~17 year and shall be subject to the contract year provisions detailed below. ~~Cost of living or salary increases will be equivalent to what is provided to the licensed (Certified) staff.~~

B. **SALARY PLACEMENT:** Initial salary placement is limited to 6 years of experience. Administrators with additional related administrative experience from other public school districts in or out of state may submit requests for placement on a higher step to the Superintendent.

A confidential employee with an Associate's Degree or higher shall receive a wage differential of \$2,000 per year above the wage rate specified in the salary schedule below.

C. Salaries of administrators and confidential employees are determined by the Superintendent using the following chart:

Position	A 0 years	B 1-2 years	C 3-4 years	D 5-6 years	E 7-8 years	F 9-10 years	Longevity 15 years
ELE/K-8 Assistant Principal	\$77,342	\$78,701	\$80,466	\$82,074	\$83,717	\$85,391	\$87,099
MS Assistant Principal	\$78,920	\$80,498	\$82,109	\$83,750	\$85,425	\$87,133	\$88,876
HS Associate Principal	\$92,327	\$94,173	\$96,057	\$97,979	\$99,937	\$101,936	\$103,975
Elementary/K-8 Principal	\$91,026	\$92,847	\$94,704	\$96,598	\$98,530	\$100,501	\$102,510
Middle School Principal	\$92,847	\$94,704	\$96,598	\$98,530	\$100,501	\$102,510	\$104,561
High School Principal	\$103,510	\$105,580	\$107,692	\$109,845	\$112,042	\$114,283	\$116,569
Director of Human Resource & Community Relations	\$103,510	\$105,580	\$107,692	\$109,845	\$112,042	\$114,283	\$116,569
Federal Programs Administrator	\$91,026	\$92,847	\$94,704	\$96,598	\$98,530	\$100,501	\$102,510
College & Career Readiness Director	\$91,026	\$92,847	\$94,704	\$96,598	\$98,530	\$100,501	\$102,510
Special Education Director	\$91,026	\$92,847	\$94,704	\$96,598	\$98,530	\$100,501	\$102,510
NON-LICENSED DIRECTORS							
Director of Business	\$94,667	\$96,561	\$98,491	\$100,462	\$102,473	\$104,520	\$106, 611
Director of Classified & Employee Relations	\$81,645	\$83,277	\$84,943	\$86,641	\$88,375	\$90,142	\$91,945
Director of Nutrition	\$68,621	\$69,993	\$71,394	\$72,822	\$74,277	\$75,763	\$77,279
CONFIDENTIALS							
Executive Secretary	\$45,277	\$46,132	\$47,055	\$47,995	\$48,955	\$49,934	\$51,876
Payroll Specialist	\$45,277	\$46,132	\$47,055	\$47,995	\$48,955	\$49,934	\$51,876
<u>Human Resources Specialist</u>	<u>\$45,277</u>	<u>\$46,132</u>	<u>\$47,055</u>	<u>\$47,995</u>	<u>\$48,955</u>	<u>\$49,934</u>	<u>\$51,876</u>

11. CONTRACT YEAR

The contract year for administrators will be July 1 - June 30. The Superintendent will annually determine the workdays and non-contract days. It is understood that payments of salary and the obligation of the ~~school-d~~District is subject to the availability of funds and any corresponding ~~d~~District decision to reduce the work year. Eight paid Holidays (see below) are included as part of the workdays for principals:

Memorial Day, President's Day, Thanksgiving Day, Labor Day, Christmas Day, Veteran's Day, New Year's Day, Martin Luther King, ~~Jr.'s-B~~Day. All 260-day employees have two additional paid holidays: Independence Day, and the day after Thanksgiving.

12. VACATION

All 260-day employees will have 18 days of paid vacation with additional days awarded in years with more than 260 days. (For example, in years where there are 261 workdays all 260-day employees will have an additional vacation day.) Vacation days shall not accumulate beyond thirty-five (35); any vacation days in excess of thirty-five (35) shall be forfeited.

13. TRAVEL

Approved in-district and out-of-district travel will be reimbursed at the current IRS rate for travel.

14. INSURANCE PROGRAM

The District agrees to pay the amount received by the teachers or classified employees, whichever is higher, per month per full-time employee for insurance premiums for each year of this agreement. At the time of retirement, the administrator may elect to continue on the medical, dental, and vision insurance plans available through the District at the administrator's expense until age 65 or Medicare eligible.

15. TUITION

Administrators may request reimbursement of tuition for up to 50% (or vouchers upon availability) of college credit course work related to renewal or completion of their administrative license or advanced degree. In lieu of requesting 50% reimbursement, at the completion of license requirements or an advanced degree an administrator can request 20% reimbursement for the total cost each year until 100% of tuition costs have been met. Tuition reimbursement must be approved in advance of course work. Approved tuition will be reimbursed upon proof of payment and successful completion. Prior to June 30th of each year, proof of payment and successful course completion must be submitted for the 100% tuition reimbursement program.

16. PROBATIONARY PERIOD

Licensed administrators will serve a probationary period of three (3) years.

17. TRADE DAYS

Administrators whose work year is less than 260 days may trade days they work in July or during winter or spring break for days off during the school year (August through June). Permission must be granted in advance by the superintendent to trade days.

187. EVALUATION AND CONTRACTS

Administrators will be evaluated annually in accordance with District policy and regulations. An evaluation conference will be held by February 15, and a written evaluation completed by February 15 of each year. Additional evaluations may be completed at any time at the discretion of the Superintendent.

When a contract administrator's performance needs improvement (other than disciplinary matters) the administrator may be placed on an improvement plan at the discretion of the Superintendent. The time period of an improvement plan will be reasonably calculated to allow the administrator an opportunity to correct the areas of deficiency. At the end of the improvement plan, the supervisor will review the results with the administrator.

Each year by February 15th probationary administrators will receive written notice of the Superintendent's recommendation for renewal or non-renewal for the following school year. Written notice of the Superintendent's recommendation for non-extension of a contract administrator's contract will By February 15th of the second year of his/her contract.

By March 15 of the second year of a contract administrator's three (3) year contract, the Board will act to extend the contract for another year or decline to extend the contract. If the contract is not extended, it expires without further Board action at the end of its term. However, even if the Board does not extend the contract by March 15 of the second year, the Board can offer a contract extension at any time between that date and March 15 of the third or final year of the contract.

The Board will not non-renew or non-extend the administrator's contract without a cause the Board considers in good faith sufficient. An administrator whose contract is not extended by the Board may appeal that decision to the Board by providing notice to the Superintendent no later than April 15 of the same year. The Board will hear and consider the appeal in executive session unless the administrator requests that it be held in a public meeting. Notwithstanding the above, the District may take dismissal action at any time in accordance with law.

198. RETIREMENT

Employees with early retirement benefits will have those benefits grandfathered into their contract.

Working Conditions described above approved this ~~11th day of June, 2015~~ _____ by the Lebanon Community School Board of Directors.

School Board Chair

Robert T. Hess, Superintendent

Lebanon Community Schools

Code: **JEC**

Adopted: 4/15/10

Readopted: 1/20/11, 3/10/16, 4/28/16
4/27/17

Orig. Code(s): JEC

School Admission and Open Enrollment

Students, legally residing within the district's boundaries, are eligible to attend the district schools. Compulsory attendance is established by state statute with provision for exceptions under specified conditions.

State law requires a student whose sixth birthday is on or before September 1 to enroll in a public school; and recognizes a student who is age five on or before September 1 to be kindergarten age.

Students between the ages of 5 and 19 who are not legally emancipated or wards of a public agency shall be considered resident for school purposes in the school district in which their parents or guardian reside.

Students located in the district shall not be excluded from admission solely because the student does not have a fixed, regular and adequate nighttime residence or solely because the student is not under the supervision of a parent.

The district may admit an otherwise eligible person 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 the person is shown to be in need of additional education in order to secure a diploma.

All new students must register in the office of the school of residence. Registration requirements include proof of the student's birth date (e.g. a birth certificate, a hospital record, a baptismal record or a signed affidavit). Students must meet state law in regards to required inoculations and other health related requirements in order to be admitted to school.

The Board recognizes that the educational goals of the district can best be attained through educational programs as diverse as students' needs within a pluralistic society. Therefore, the Board encourages the development of a variety of school options through the cooperative efforts of educators, parents, students, and/or community resources.

Students have a right to attend the neighborhood school which is within the attendance boundaries of which they are also resident. The district will consider parent or guardian applications for open enrollment outside their neighborhood attendance area in accordance with district regulations. Parents may apply for more than one school by priority order.

When open enrollment applications are approved by the district, the student may continue at the transferred school until such time the student completes that level of instruction provided at that site contingent on space being available.

END OF POLICY

Legal Reference(s):

<u>ORS 327.006</u>	<u>ORS 339.134</u>
<u>ORS 336.092</u>	<u>ORS 433.267</u>
<u>ORS 339.010</u>	<u>OAR 581-022-0705</u>
<u>ORS 339.115</u>	
<u>ORS 339.125</u>	
<u>ORS 339.133</u>	

Illegal Immigration and Immigration Reform Act of 1996, 8 U.S.C. §§ 1101, 1221, 1252, 1224, 1363, 1367 (2006).
McKinney-Vento Homeless Assistance Act, Subtitle VII-B, reauthorized by Title IX-A of the Every Student Succeeds Act (ESSA), 42 U.S.C. §§ 11431, 11434a (2015).

Cross Reference(s):

JECB - Admission of Nonresident Students
JECBD - Homeless Students

1/31/17 | PH

Lebanon Community Schools

Code: **BK**
Adopted: 6/15/98
Readopted: 2/4/10
Orig. Code(s): BK

Evaluation of Board Operational Procedures

The Board will plan an annual evaluation of its function as a Board. This evaluation may be broadly based on relationships and activities or may focus on a particular activity or area.

Working with the superintendent, the Board chair and a study (temporary) committee appointed by the chair may develop the evaluation plan. Upon Board approval, an outside consultant may develop and lead the appraisal session(s).

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

BOARD SELF-EVALUATION



Oregon Board Standards for Governance



June 2014

Enclosure E-4



School Board Self Evaluation

Why Evaluate?

The culture of an organization is set at the top, and it is no different for school and educational organizations. School boards must be strong, effective leaders to meet the challenges faced by public education today. School board members direct the affairs of the district by setting goals, developing policy, communicating and evaluating, all with a focus on the achievement and best interests of all students in the district. Self-assessment by the board provides valuable information, discussion and communication.

Self-evaluation by the board:

- 1 Holds the board accountable to itself, the staff and the community.
- 1 Allows for reflection by board members on their individual and collective behavior and performance.
- Fosters open communication.
- 1 Improves decision making by enhancing a common understanding of philosophies and goals.
- 1 Resolves differences of opinion and challenges assumptions.
- 1 Provides insight into how and why decisions are reached.
- Allows new board members an opportunity to understand board processes.
- 1 Identifies strengths and weaknesses of individual board member performance and that of the board as a whole.
- 1 Holds the board accountable in its role as representative of the public.
- 1 Provides a starting point for effective goal setting and long range planning.

Board self-evaluation provides more than just accountability and communication. It provides an opportunity for building the best possible leadership for the school system and community. Commitment to quality, excellence, continuous learning, and local control of the educational system is demonstrated when boards lead by example.

Oregon School Boards Association's *Board Self-Evaluation* document is designed to provide both a clear objective system for board evaluation and flexibility. Part 1 of the

Continued



evaluation follows a set of performance standards focused on the roles, responsibilities and work of the board. Part 2 focuses on the board's performance in supporting the achievement of district goals.

Part 1 and Part 2 mirror the first two parts of the OSBA superintendent evaluation document and are intended to be used together, the board first undergoing a self-evaluation and then performing the superintendent evaluation. The board evaluation, unlike the superintendent evaluation, does not include a Part 3: 360-degree evaluation. This is because board members are subject to recall and undergo an election every four years. That election serves as a de facto 360-degree evaluation. For boards that would like to survey the community regarding their performance, the questions in Part 1 and Part 2 of the board self-evaluation can be put to administrators, staff and community members and will serve well as a 360-degree evaluation.



Board Self Evaluation Forms

Part 1. Performance Standards

Part 1. Performance Standards

Instructions

1. Attached are the forms to be completed by each board member rating each of the eleven performance standards. A separate page is provided for each performance standard. Each board member should rate all eleven of the performance standards.
2. Each performance standard has performance indicators listed below it. These performance indicators suggest objective measures to consider; do not rate each performance indicator separately. Only rate the overall performance standard.
3. Your comments in support of your rating will be helpful during the board discussion of the results of the evaluation.
4. Each board member's forms should be returned to the consultant, board chair or designated board member for compilation. Your board may also have chosen to fill it out online for electronic compilation.
5. The board will meet to discuss the results and future steps to improve or build upon the prior years results.



Part 1. Performance Standards

Standard 1: LEADERSHIP: MISSION, VISION AND GOALS

The board of education annually reviews the districts vision and mission statements, and annually adopts board and district goals which support the district vision and mission.

Indicators

- 1 The board, along with the superintendent, has reviewed and re-adopted the written district vision and mission statements in a three-year cycle.
- 1 Board members can clearly articulate the vision, mission and goals of the district.
- Annually the board, with the superintendent's input and collaboration, has reviewed, rewritten, and adopted the board and district goals.
- 1 The board has adopted objectives, activities and a calendar to monitor action plans on agreed upon goals, including periodic superintendent updates as part of regular board meetings.
- The board has delegated to the superintendent the authority to administer and evaluate the adopted action plans.
- 1 The board and superintendent have mutually agreed which goals and expected performance indicators will be included in the superintendent's formal evaluation.
- 1 The superintendent's evaluation instrument for the current year has been developed and adopted by the board.

Board performance for this standard:

- 0 UNACCEPTABLE
- 1 NEEDS IMPROVEMENT
- 2 GOOD
- 3 EXCELLENT
- 4 OUTSTANDING

Comments:



Part 1. Performance Standards

Standard 2: POLICY AND GOVERNANCE

The board establishes and follows local policies, procedures and good governing practices.

Indicators:

- 1 The board has established, adopted and revised policies so that they are clear, up to date and in compliance with state and federal laws and rules.
- The board requests the superintendent's recommendation on all proposed policies.
- 1 The board provides opportunities for public and staff review of proposed policies before they are given to the board for final action.
- A procedure is in place for established policies to be reviewed on a regular basis.
- The board follows its own policies regarding board operations.
- The board delegates all decisions regarding district operations, personnel management and procedures to the superintendent.
- 1 The board sets annual goals and keeps those goals at the forefront of all board and district decisions throughout the year.

Board performance for this standard:

- 0 UNACCEPTABLE
- 1 NEEDS IMPROVEMENT
- 2 GOOD
- 3 EXCELLENT
- 4 OUTSTANDING

Comments:



Part 1. Performance Standards

Standard 3: COMMUNITY RELATIONS

The board establishes and promotes effective two way communication with parents, students, staff and community members.

Indicators:

- 1 The board and individual board members demonstrate respect and cooperation in their relationships with the community and staff.
- 1 The board works with the superintendent to seek and receive input from citizens on matters relating to the school district using an agreed upon process.
- The board has collaboration agreements with local and state agencies.
- The board communicates with the community using forums, groups, the media and/or other vehicles following agreed upon procedures.

Board performance for this standard:

- 0 UNACCEPTABLE
- 1 NEEDS IMPROVEMENT
- 2 GOOD
- 3 EXCELLENT
- 4 OUTSTANDING

Comments:



Part 1. Performance Standards

Standard 4: CULTURAL RESPONSIVENESS AND EDUCATIONAL EQUITY

The board develops and promotes understanding and awareness of cultural diversity and ensures fair and equitable policies, practices and educational opportunities for all members of the educational community.

Indicators:

- 1 Board outreach and community engagement activities accommodate cultural differences in values and communication.
- 1 The board actively encourages and expects the superintendent to facilitate the participation of culturally diverse groups.
- 1 The board has a process to review policies for cultural, racial and ethnic bias.
- 1 Board members approach decision making from multiple perspectives, asking questions regarding the impact of each decision on diverse cultures.
- 1 District staff is representative of the community.

Board performance for this standard:

- 0 UNACCEPTABLE
- 1 NEEDS IMPROVEMENT
- 2 GOOD
- 3 EXCELLENT
- 4 OUTSTANDING

Comments:



Part 1. Performance Standards

Standard 5: ACCOUNTABILITY AND PERFORMANCE MONITORING

The board constantly monitors progress towards district goals and compliance with written Board policies using data as the basis for assessment.

Indicators:

- The board regularly conducts a self-evaluation to monitor its performance.
- The board models a culture of high expectations throughout the district.
- The board's priority and focus are on curriculum, student achievement, and student success.
- 1 The board appropriates resources based on student achievement priorities.
- The board supports reward, consequence, and recognition systems to encourage high levels of staff and student achievement.
- Student results are measured against expectations set by district standards.
- 1 The board and all stakeholders clearly understand, and are held accountable for, their roles and responsibilities in creating and supporting a culture of high expectations throughout the system.
- The board uses data to identify discrepancies between current and desired outcomes.
- 1 The board identifies and addresses priority needs based on data analysis.
- The board communicates to the public how policy decisions are linked to student achievement data.

Board performance for this standard:

- 0 UNACCEPTABLE
- 1 NEEDS IMPROVEMENT
- 2 GOOD
- 3 EXCELLENT
- 4 OUTSTANDING

Comments:



Part 1. Performance Standards

Standard 6: BOARD OPERATIONS – Meetings

Board meetings are effective, efficient, orderly and respectful. The board members focus on the policy and governance roles of the board.

Indicators:

- The agenda is properly posted and developed according to board policy.
- 1 Board members know how to add or change agenda items both before and during a meeting and do so in a clear, constructive manner that does not allow for surprises.
- 1 The board agenda reflects the goals, policies and appropriate governance role of the board and is followed by the board.
- The board has procedures in place to allow for public input in a respectful manner.
- The chair runs an orderly meeting, with clear instructions and directions to the public as well as board members.
- 1 The board discusses only those topics that the majority of board members wish to take up.
- 1 Everyone in attendance can clearly hear board discussion.
- 1 Board discussions are effective and result in clear decisions.
- Minutes properly record actions of the board and are maintained as required by the public records law.
- 1 Board members respect the confidentiality of executive sessions.
- Board members do not surprise the administration or fellow board members at meetings.

Board performance for this standard:

- 0 UNACCEPTABLE
- 1 NEEDS IMPROVEMENT
- 2 GOOD
- 3 EXCELLENT
- 4 OUTSTANDING

Comments:



Part 1. Performance Standards

Standard 7: BOARD OPERATIONS – Board member communications

Board members are all kept equally fully informed on matters of board business, and communicate with each other in a respectful and lawful manner.

Indicators:

- 1 Board members all receive the same information from the district office on matters of board business.
- Board members share information appropriately through the chair between meetings and do not surprise each other in public.
- Board members communicate with each other in a respectful manner.
- 1 Board members respect the right of the public to observe discussion of board and district business by board members.
- All deliberation and discussion between board members is held at properly posted public meetings.

Board performance for this standard:

- 0 UNACCEPTABLE
- 1 NEEDS IMPROVEMENT
- 2 GOOD
- 3 EXCELLENT
- 4 OUTSTANDING

Comments:



Part 1. Performance Standards

Standard 8: BOARD OPERATIONS – Board-staff relations

Board members are respectful of staff members in all communications and follow board- staff communication policy and procedures.

Indicators:

- The board recognizes and protects the chain of command.
- 1 The board works with the superintendent to provide a process, and the board follows that process, to receive input from the staff in decision-making on significant issues where staff input is appropriate.
- 1 Board members treat staff members in a respectful manner at all times.

Board performance for this standard:

- 0 UNACCEPTABLE
- 1 NEEDS IMPROVEMENT
- 2 GOOD
- 3 EXCELLENT
- 4 OUTSTANDING

Comments:



Standard 9: BOARD OPERATIONS – Board-superintendent relations

The board and superintendent have an established operating agreement, treat each other honestly and respectfully and communicate openly in a professional manner.

Indicators:

- The board supports the school administration before critical groups and individuals in the community.
- The board reserves statements critical of the superintendents actions, and evaluation of the superintendent for executive sessions.
- Board members fully inform the superintendent of situations arising in the district that impact the district.
- Board members do not interfere in district operations, and fully delegate and respect the delegations of, operational decisions to the superintendent and administration.
- 1 Board members do not avoid difficult decisions when requested or required to take a position.

Board performance for this standard:

- 0 UNACCEPTABLE
- 1 NEEDS IMPROVEMENT
- 2 GOOD
- 3 EXCELLENT
- 4 OUTSTANDING

Comments:



Part 1. Performance Standards

Standard 10: VALUES, ETHICS AND RESPONSIBILITY FOR SELF

The board, collectively and individually, takes full responsibility for Board activity and behavior, the work it chooses to do and how it chooses to do the work.

Indicators:

- The board polices its own members when they step outside of board policy and agreements.
- The board leads the district with clear goals, policies and expectations and does not expect others to interpret the board's intent.
- Board members do not participate in discussion or deliberation of those topics which may result in a decision which might bring them personal benefit or avoidance of a detriment.
- 1 Board deliberations and actions are limited to board work, not staff work.
- Board members only exercise their authority as a board of the whole at properly posted meetings.

Board performance for this standard:

- 0 UNACCEPTABLE
- 1 NEEDS IMPROVEMENT
- 2 GOOD
- 3 EXCELLENT
- 4 OUTSTANDING

Comments:



Part 1. Performance Standards

Standard 11: BOARD SYSTEMATIC IMPROVEMENT

The board participates in annual training and professional development, and at least annually participates as a team with the superintendent in a team building retreat focused on assessment and goals.

Indicators:

- 1 Each board member participates in training and professional development available through OSBA conferences, conventions, workshops or online.
- 1 The board annually evaluates its performance in fulfilling the board's duties, responsibilities, and the board's ability to work as a team.
- 1 The Board and Superintendent meet in a retreat environment to review:
 - 1 Progress made on, and revision of, action plans to accomplish the district's vision/philosophy/goals.
 - 1 The strengths and improvements needed in the district.
 - Any compelling problem(s) or emerging issue(s).
 - Trends, opportunities, and anticipated challenges in the school district.
 - Board leadership and educational philosophy and performance.
- 1 Board/superintendent operational agreements and evaluation documents.

Board performance for this standard:

- 0 UNACCEPTABLE
- 1 NEEDS IMPROVEMENT
- 2 GOOD
- 3 EXCELLENT
- 4 OUTSTANDING

Comments:



Board Self Evaluation Forms

Part 2: Goals

Part 2: Goals

The board of directors has primary responsibility for setting district goals, providing the supports needed to meet the goals and monitoring the progress towards achieving them.

Instructions

1. Attached are forms to be completed by each board member rating the board's performance in meeting the goals agreed to by the board at the beginning of the year. Each goal statement needs to be inserted into a separate form before the forms are distributed.
2. Each board member should rate the performance level for each goal.
3. The board will meet to discuss the results



Goal Statement 1:

The board's performance rating:

(circle one rating only for each goal)

- 0 UNACCEPTABLE
- 1 NEEDS IMPROVEMENT
- 2 GOOD
- 3 EXCELLENT
- 4 OUTSTANDING

Comments:



Goal Statement 2:

The board's performance rating:

(circle one rating only for each goal)

- 0 UNACCEPTABLE
- 1 NEEDS IMPROVEMENT
- 2 GOOD
- 3 EXCELLENT
- 4 OUTSTANDING

Comments:



Goal Statement 3:

The board's performance rating:

(circle one rating only for each goal)

- 0 UNACCEPTABLE
- 1 NEEDS IMPROVEMENT
- 2 GOOD
- 3 EXCELLENT
- 4 OUTSTANDING

Comments:



Goal Statement 4:

The board's performance rating:

(circle one rating only for each goal)

- 0 UNACCEPTABLE
- 1 NEEDS IMPROVEMENT
- 2 GOOD
- 3 EXCELLENT
- 4 OUTSTANDING

Comments:



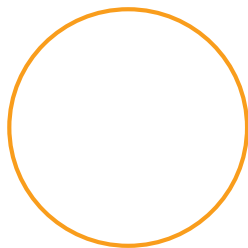
Goal Statement 5:

The board's performance rating:

(circle one rating only for each goal)

- 0 UNACCEPTABLE
- 1 NEEDS IMPROVEMENT
- 2 GOOD
- 3 EXCELLENT
- 4 OUTSTANDING

Comments:



Oregon School Boards Association

P.O. Box 1068

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www.osba.org

OSBA Rates

\$120 per hour for professional work

\$32 per hour for clerical work

Travel at IRS rate

Business Report

By: Linda Darling, Business Director

June 8, 2017

Financial Report: (enclosure F-1)

The 2016-2017 Financial Board report included in this Board packet reflects all of revenue and expenditures for 2015-2016 through 2016-2017, along with the budgeted and spent or encumbered amounts for 2016-2017. The amounts in 2016-2017 continue to change, but as we near the end of the year, those changes decrease. The projected Ending Fund Balance (EFB) for 2016-2017 is \$3,171,480. This is an increase from April's Financial Report of \$3,026,080. The following are the major factors in the Projected Ending Fund Balance increase:

- State School Fund (SSF) final payment for 2016-2017 and the adjustment for 2015-2016, and local taxes resulted in additional funding of \$76,300.
- The other projection changes in revenue are the following: Interest \$42,000 and Other \$4,500.
- As a total the projected changes in expenditures are a decrease of -\$22,600. The majority of this is the decrease of projected travel expenses.

2017-2018 Employee Reimbursement Rates: (Enclosure F-2)

The recommended 2017-2018 Employee Reimbursement Rates are included in the Board packet. After reviewing surrounding districts' rates, the GSA (U.S. General Services Administration) rates, and the recent (several years) training locations, I recommend making several changes to the rates. The recommended rate increases are:

Breakfast to \$13 (\$2 increase)

Lunch to \$17 (\$2 increase)

Dinner no change (\$29)

Lodging to \$169 (\$24 increase)

Brown bag \$7.50 (\$.50 increase)

Most of the employee travel (conferences) in the past two years have been locations that have a significantly higher daily per diem rate, \$64 and \$69 rates from GSA. With the proposed rate increases the daily per diem rate will be \$59.

The Mileage Reimbursement Rate is not listed because IRS posts rates every six months for periods January – June and July – December. IRS will post the July rate in late June. At that time, I will add the published rate to the District's Employee Reimbursement Rates letter.

2016-2017 General Fund Summary Report

	13/14 Actual	14/15 Actual	15/16 Actual	16/17 Budget	5-30-17 YTD & Enc	5-30-17 Balance	16/17 Project 5/30/2017
General Fund - Revenue							
SSF Formula	33,010,958	34,926,096	36,112,627	36,450,825	36,586,371	(135,546)	37,128,700
SSF Adjustment	354,709	48,134	(330,463)	-	261,223	(261,223)	261,200
Interest	55,090	62,596	91,245	70,000	124,248	(54,248)	192,000
Third Party Billing	35,680	25,179	45,178	50,000	102,447	(52,447)	110,000
TMR	189,021	154,930	149,514	175,000	208,252	(33,252)	208,200
JROTC	44,877	64,220	66,034	65,000	62,223	2,777	73,000
Other	493,650	379,017	297,128	450,000	217,828	232,172	251,500
Interfund Transfer	680,000	60,000	60,000	60,000	56,852	3,148	60,000
BFB	1,065,336	3,162,455	3,932,387	2,950,000	3,024,733	(74,733)	3,025,000
Total	35,929,322	38,882,628	40,423,650	40,270,825	40,644,175	(373,350)	41,309,600
	=====	=====	=====	=====	=====	=====	=====
General Fund - Expenses							
Salaries	15,946,123	16,263,399	17,884,343	18,652,514	18,539,945	112,569	18,799,100
Benefits	9,581,618	10,020,660	10,645,144	11,477,648	10,895,354	582,294	10,975,520
P. Services	4,781,674	5,112,768	5,027,111	4,805,057	4,057,520	747,537	4,329,300
Supplies	1,123,636	1,477,643	1,380,753	1,708,226	1,346,189	362,037	1,379,100
Capital Outlay	-	6,779	20,047	50,000	36,058	13,942	50,000
Other Objects	262,806	308,993	286,294	337,380	394,013	(56,633)	440,100
Transfers	902,369	1,760,000	2,155,225	2,240,000	2,103,414	136,586	2,165,000
Contingency	-	-	-	1,000,000	-	1,000,000	-
Total	32,598,226	34,950,241	37,398,917	40,270,825	37,372,492	2,898,333	38,138,120
	=====	=====	=====	=====	=====	=====	=====
					<i>Projected Ending Fund Balance</i>		<i>3,171,480</i>

2016-2017 General Fund Revenue Report

	13/14 Actual	14/15 Actual	15/16 Actual	16/17 Budget	5-30-17 YTD	'5-30-17 Balance	16/17 Project 5/30/2017
SSF Formula							
Taxes	7,903,432	8,234,812	8,533,160	8,675,000	8,625,099	49,901	8,916,500
Federal Forest Fees	270,219	264,679	205,708	150,000	23,160	126,840	23,200
Common School	390,784	409,884	492,013	416,000	251,157	164,843	502,000
State Timber	210,996	405,152	181,382	100,000	137,286	(37,286)	137,300
School Support Fund	24,235,526	25,578,283	26,623,971	27,109,825	27,420,195	(310,370)	27,420,200
Adjustments to SSF Payments							
Adj for 05/06 payments	-	-	-	-	-	-	-
Adj for HC Disability Grant	44,585	33,286	76,394	-	129,474	(129,474)	129,500
Adj for 11/12 payment	-	-	-	-	-	-	-
Adj for 12/13 payment	310,123	-	-	-	-	-	-
Adj for 13/14 payment	-	48,134	-	-	-	-	-
Adj for 14/15 payment	-	-	(330,463)	-	-	-	-
Adj for 15/16 payment	-	-	-	-	261,223	(261,223)	261,200
Total SSF Formula	33,365,667	34,974,231	35,782,164	36,450,825	36,847,593	(396,768)	37,389,900
Interest of Investments	55,090	62,596	91,245	70,000	124,248	(54,248)	192,000
Third Party billing - Medicaid	35,680	25,179	45,178	50,000	102,447	(52,447)	110,000
TMR	189,021	154,930	149,514	175,000	208,252	(33,252)	208,200
JROTC reimbursement	44,877	64,220	66,034	65,000	62,223	2,777	73,000
Other							
Rental Fees	24,989	27,828	10,474	10,000	8,037	1,963	10,000
Fees Charged to Grants	-	-	800	50,000	-	50,000	-
Miscellaneous	396,771	282,468	202,944	310,000	132,944	177,056	164,500
E-Rate reimbursement	71,891	68,721	82,910	80,000	76,847	3,153	77,000
Interfund Transfer - Athletics	680,000	60,000	60,000	60,000	56,852	3,148	60,000
Beginning Fund Balance	1,065,336	3,162,455	3,932,387	2,950,000	3,024,733	(74,733)	3,025,000
Total	35,929,322	38,882,628	40,423,650	40,270,825	40,644,175	(373,350)	41,309,600
	=====	=====	=====	=====	=====	=====	=====

2016-2017 General Fund Expenditure Report

									4/18/2017
Obj	Description	13/14 Actual	14/15 Actual	15/16 Actual	16/17 Budget	5-30-17 YTD	5-30-17 Encumb	5-30-17 Balance	16/17 Project
111	Certified salaries	9,312,212	9,311,147	10,161,648	10,626,822	8,159,397	2,640,652	(173,227)	10,795,000
112	Classified salaries	3,821,771	4,164,521	4,545,055	4,967,526	3,882,593	895,256	189,676	4,771,000
113	Administrative salaries	1,409,054	1,464,907	1,648,330	1,612,788	1,489,149	124,978	(1,339)	1,614,000
114	Managerial - classified	92,856	94,714	178,755	187,684	172,147	15,650	(113)	188,000
116	Retirement stipends	99,065	76,123	51,134	44,000	33,165	2,456	8,379	37,000
118	Retirement Support Program	159,600	-	-	-	-	-	-	-
119	Confidential salaries	125,872	125,785	84,504	95,139	119,784	11,913	(36,559)	132,700
121	Certified subs	364,590	373,350	432,293	382,854	372,690	-	10,164	449,000
122	Classified subs	147,575	148,818	155,004	162,800	120,262	-	42,538	154,000
123	Temp certified	61,461	62,030	73,949	53,500	107,452	-	(53,952)	125,000
124	Temp classified	3,775	982	-	500	-	-	500	-
127	Student helpers salaries	12,466	11,768	7,895	6,000	5,364	-	636	5,600
132	Compensation time	19,026	23,861	25,767	32,650	8,164	-	24,486	30,000
133	Extra duty	149,434	254,381	324,897	324,201	206,607	5,325	112,268	285,000
134	Classified extra hrs	123,909	142,975	185,048	135,000	164,690	-	(29,690)	203,000
135	Vacation Payoff	17,384	4,377	6,938	15,650	-	-	15,650	7,000
136	Mentor teacher pay	1,568	990	609	-	-	-	-	-
137	Personal Leave Payout	22,057	75	-	-	-	-	-	-
138	Department Head Extra Duty	2,122	2,159	1,613	4,000	925	-	3,075	1,200
142	Taxable Meal Reimbursement	328	436	903	1,400	1,325	-	75	1,600
	Total Salaries	15,946,123	16,263,399	17,884,343	18,652,514	14,843,715	3,696,230	112,569	18,799,100
								-	
210	PERS	3,955,693	3,976,407	4,187,401	4,682,670	3,475,043	920,139	287,488	4,432,500
220	Social Security	1,183,575	1,207,537	1,328,140	1,391,886	1,092,853	270,416	28,617	1,383,100
231	Worker's Comp	119,163	136,822	173,370	219,075	177,107	34,916	7,052	213,800
241	Employee Ins - Admin		177,948	212,862	220,380	191,952	16,956	11,472	208,900
242	Employee Ins - Certified	2,146,033	2,307,416	2,328,554	2,432,267	1,782,008	587,701	62,558	2,372,000
243	Employee Ins - Classified	1,721,374	1,874,827	2,137,321	2,249,129	1,681,840	434,002	133,287	2,116,000
244	Employee Ins - Other	20,636	20,700	7,731	25,820	24,323	2,800	(1,304)	27,120
245	Employee Ins - Retired	389,149	276,090	228,774	230,000	181,216	-	48,784	200,000
247	TSA	45,996	42,912	40,991	26,421	21,082	1,000	4,339	22,100
	Total Benefits	9,581,618	10,020,660	10,645,144	11,477,648	8,627,424	2,267,930	582,294	10,975,520
				-					

2016-2017 General Fund Expenditure Report

4/18/2017

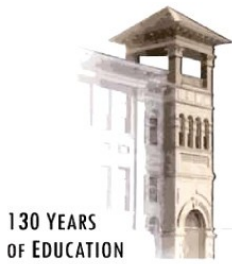
Obj	Description	13/14 Actual	14/15 Actual	15/16 Actual	16/17 Budget	5-30-17 YTD	5-30-17 Encumb	5-30-17 Balance	16/17 Project
311	Instructional Services	69,272	152,856	157,581	180,800	91,511	-	89,289	140,000
312	Instr Prog Improve Service	18,733	43,468	36,748	20,000	34,424	-	(14,424)	35,000
319	Other Instr-Prof-Tech SVCS	14,977	21,870	9,745	15,000	13,215	-	1,785	23,000
322	Repairs & Maintenance	101,489	163,270	168,482	108,517	130,463	21,234	(43,180)	150,000
323	Radio Service	-	-	7,767	-	35,268	3,595	(38,863)	39,000
324	Rentals	121,204	135,308	104,777	140,350	92,040	24,383	23,926	113,000
325	Electricity	440,338	467,896	473,758	472,100	421,808	-	50,292	473,800
326	Fuel	187,486	177,759	187,899	236,000	196,473	-	39,527	208,600
327	Water & Sewer	112,986	139,255	121,239	145,900	120,803	200	24,897	140,000
328	Garbage	77,676	86,324	96,811	95,600	72,005	-	23,595	91,600
329	Other Property Services	420	13,001	19,246	11,400	34,726	7,839	(31,165)	40,000
330	Reimb. Student Transportation	4,204	6,950	-	8,800	239	-	8,561	15,000
340	Travel	65,317	114,592	140,225	136,690	151,150	15,639	(30,099)	165,000
343	Travel - Student - Out of Dist.	1,665	-	-	4,150	-	-	4,150	-
346	Meals/Transportation	148	104	48	500	99	-	401	200
348	Staff Tuition	30,645	49,577	44,768	40,000	56,565	-	(16,565)	60,000
351	Telephone	67,513	82,642	70,529	71,300	32,580	881	37,839	40,000
353	Postage	25,894	23,607	21,909	28,650	11,004	-	17,646	15,000
354	Advertising	1,874	4,416	3,551	4,700	898	-	3,802	2,000
355	Printing & Binding	13,897	68,861	48,223	82,100	50,350	-	31,750	52,000
360	Charter School Payments	1,954,971	2,064,403	1,961,788	2,085,000	1,866,943	-	218,057	1,867,000
371	Tuitions Payments to Other Dist.	37,250	40,570	29,701	125,000	29,536	-	95,464	29,500
373	Tuition Pay Private School	-	-	-	5,000	-	-	5,000	-
374	Other Tuition	782,257	605,954	625,503	257,000	114,275	-	142,725	170,000
381	Audit Services	27,150	27,650	25,150	30,000	17,700	-	12,300	25,200
382	Legal Services	9,011	2,028	5,288	25,000	8,906	-	16,094	12,000
384	Negotiation Services	14,344	5,934	13,784	10,000	8,465	-	1,535	10,000
386	Data Processing SVCS	57,261	59,787	76,794	81,300	65,765	-	15,535	76,800
388	Election Services	-	4,565	-	10,000	-	-	10,000	8,500
389	Other Non_instr Pro/Tech	510,398	515,889	539,114	330,600	265,212	23,991	41,397	290,000
391	Physical Exams - Drivers	2,175	2,380	3,168	3,700	3,465	335	(100)	3,800
392	Drug Tests Drivers	1,110	1,110	635	3,000	1,220	780	1,000	1,500
393	Child Care Services	22,000	22,000	22,000	25,000	19,800	2,200	3,000	22,000
394	Sub calling service	5,536	5,559	7,489	8,000	6,464	-	1,536	6,500
396	Criminal History checks	2,332	2,546	2,928	2,900	3,128	-	(228)	2,900
398	Fingerprinting	138	639	462	1,000	(59)	-	1,059	400
Total P. Services		4,781,674	5,112,768	5,027,111	4,805,057	3,956,442	101,078	747,537	4,329,300

2016-2017 General Fund Expenditure Report

									4/18/2017
Obj	Description	13/14 Actual	14/15 Actual	15/16 Actual	16/17 Budget	5-30-17 YTD	5-30-17 Encumb	5-30-17 Balance	16/17 Project
406	Gas Oil & Lubricants	189,904	152,805	103,868	211,000	95,026	72,749	43,225	110,000
410	Supplies & Materials	356,317	457,671	419,096	534,498	462,770	39,416	32,311	505,000
413	Vehicle repair parts	54,783	50,201	48,980	63,000	39,476	13,221	10,303	42,000
414	Transportation operations	5,262	5,674	6,060	5,300	7,172	415	(2,286)	7,500
420	Textbooks	173,653	240,685	131,379	195,300	75,280	2,781	117,239	85,000
430	Library Books	6,636	9,934	8,588	11,200	4,781	-	6,419	6,600
440	Periodicals	3,753	6,012	1,937	4,920	4,713	-	207	5,000
460	Equipment under 5K	122,132	125,632	212,514	233,322	165,588	41	67,694	213,000
470	Computer software	139,153	173,513	195,888	241,775	179,574	-	62,201	185,000
480	Computer hardware	72,041	255,516	252,444	207,911	183,188	-	24,723	220,000
	Total Supplies & Materials	1,123,636	1,477,643	1,380,753	1,708,226	1,217,566	128,623	362,037	1,379,100
540	Equipment	-	6,779	20,047	50,000	36,058	-	13,942	50,000
	Total Capital Outlay	-	6,779	20,047	50,000	36,058	0	13,942	50,000
621	Regular Interest	-	-	-	500	-	-	500	-
640	Dues & Fees	51,933	92,488	67,655	103,080	157,634	6,129	(60,683)	165,000
650	Insurance & Judgments	210,873	216,456	218,639	233,600	230,250	-	3,350	275,000
670	Taxes & Licenses	-	49	-	200	-	-	200	100
	Total Other Objects	262,806	308,993	286,294	337,380	387,884	6,129	(56,633)	440,100
710	Transfer - Technology	50,000	175,000	200,000	225,000	225,000	-	-	225,000
711	Transfer - Classroom Furniture	-	50,000	50,000	25,000	25,000	-	-	25,000
712	Transfer - Textbook Adoption	50,000	350,000	350,000	300,000	300,000	-	-	300,000
713	Transfer - Capital Improvement	150,000	225,000	250,000	250,000	250,000	-	-	250,000
714	Transfer - Track and Turf Fund	100,000	110,000	110,000	10,000	10,000	-	-	10,000
715	Transfer - Athletic Fund	336,000	365,000	365,000	405,000	405,000	-	-	405,000
716	Transfer - Bus Replacement	150,000	250,000	250,000	250,000	250,000	-	-	250,000
717	Transfer - Unemploy Ins	50,000	25,000	15,000	25,000	25,000	-	-	25,000
718	PERS Reserve	-	150,000	500,000	500,000	500,000	-	-	500,000
719	Transfer - Food Service	16,369	50,000	65,225	150,000	13,414	-	136,586	75,000
730	Transfer - Debt Service	-	-	-	100,000	100,000	-	-	100,000
731	Transfer - Academic Achievemen	-	10,000	-	-	-	-	-	-
	Total Transfers	902,369	1,760,000	2,155,225	2,240,000	2,103,414	-	136,586	2,165,000
810	Reserve/Contingency	-	-	-	1,000,000	-	-	1,000,000	-
	Grand Total	32,598,226	34,950,241	37,398,917	40,270,825	31,172,502	6,199,989	2,898,333	38,138,120

2016-2017 All Funds Summary Report

Fund	Description	13/14	14/15	15/16	15/16	16/17	5-30-17	5-30-17	5-30-17	5/30/2017	16/17
		Actual	Actual	Actual	EFB	Adopted Budget	Y-T-D	Encumb	Balance	Proj. Actual	Proj. EFB
100	General Fund	32,766,866	34,950,241	37,398,917		40,270,825	31,172,502	6,199,989	2,898,333	38,138,120	3,171,480
200	Grant Funds	2,663,753	2,591,884	2,353,551	2,002	5,200,500	2,179,591	469,104	2,551,805	2,536,000	2,000
205	Senate Bill 1149	-	185,000	-	88,329	171,500	-	-	171,500	-	165,000
212	Academic Achievement	1,500	-	-	18,650	28,650	-	-	28,650	-	18,650
230	Bus Replacement	-	100,735	-	554,882	804,900	633,327	-	171,573	634,000	175,000
232	Classroom Furniture	-	50,000	40,792	9,208	38,000	25,779	-	12,221	26,000	8,000
240	Textbook Adoption	107,421	18,550	759,564	973	485,000	74,671	37,329	373,000	112,000	192,500
272	Capital Improvments	319,070	284,536	156,950	93,050	330,000	151,299	29,151	149,551	190,000	152,000
274	Technology	52,899	124,500	495	270,949	496,444	342,034	147,445	6,965	490,000	300,000
277	Track and Turf Replacement	100,000	100,000	100,000	77,754	118,000	-	-	118,000	-	99,000
279	Student Activity	593,221	590,053	632,780	483,120	1,120,000	590,118	33,937	495,945	635,000	500,000
286	High School Athletics	445,218	445,055	453,152	91,820	581,000	525,991	18,358	36,652	535,000	85,000
292	CTE Local Fund	-	-	-	-	100,000	-	-	100,000	-	-
296	Nutrition Services	1,683,116	1,596,163	1,615,906	340,043	2,020,907	1,356,302	303,176	361,429	1,700,000	310,000
299	PERS Reserve	630,000	-	-	650,000	1,150,000	-	-	1,150,000	-	1,150,000
300	Debt Service	3,359,330	3,442,481	3,528,481	65,481	3,618,482	3,618,481	-	1	3,618,500	70,000
310	Debt Service / SB 1149	5,151	-	-	-	-	-	-	-	-	-
311	2011 Non-Bonded Debt	223,547	223,547	223,547	119,551	349,715	223,547	-	126,169	223,547	80,000
530	Vocational House Fund	-	-	-	-	250,000	-	-	250,000	-	80,000
601	Unemployment	37,166	37,539	10,646	95,630	120,000	40,214	-	79,786	55,000	65,000
Grand Total		42,988,258	44,740,285	47,274,779	2,961,442	57,253,923	40,933,856	7,238,488	9,081,579	48,893,167	6,623,630
		=====	=====	=====	=====	=====	=====	=====	=====	=====	=====



LEBANON Community Schools

485 SOUTH 5TH STREET • LEBANON, OR 97355 • PHONE: 541-451-8511 • FAX: 541-259-6857 • www.lebanon.k12.or.us

July 1, 2017

TO: Lebanon Community School District Board of Directors

FROM: Linda Darling, Business Director

RE: Employee Reimbursement Rates

The Lebanon Community School District's Administrative Rules on employee travel state that the Board will annually approve the maximum meal and lodging rates used to reimburse individuals on District business.

The District will pay the exact cost, including taxes of a room that does not exceed the approved rate. If a room is shared the maximum amount to be reimbursed will be 50% of the room cost for each eligible person not to exceed the approved rate. Up to 15% gratuity is allowable per meal in addition to the rate listed below. District policy prohibits reimbursement for any alcohol. Receipts with detailed information are required for meal and lodging reimbursement, except when Meal Per Diem is applicable (see Policy DLC-AR).

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
Breakfast - meal rate	\$11.00	\$11.00	\$11.00	\$11.00	\$13.00
Lunch – meal rate	\$12.00	\$12.00	\$15.00	\$15.00	\$17.00
Dinner – meal rate	\$26.00	\$26.00	\$29.00	\$29.00	\$29.00
Total Per Day	\$49.00	\$49.00	\$55.00	\$55.00	\$59.00
Daily Per Diem Rate			\$55.00	\$55.00	\$59.00
Lodging Maximum* (including taxes)	\$135.00	\$135.00	\$145.00	\$145.00	\$169.00
Brown Bag	\$6.50	\$6.50	\$7.00	\$7.00	\$7.50
Mileage**					
July – December	56.5	56	57.5	.54	
January - June	56	57.5	.54	53.5	

* *Except Conference Events*

** *IRS rate – IRS rate is set on a calendar year basis*

ORS 244.040 Prohibited use of official position or office; exceptions; other prohibited actions

When employees are traveling on official district business, any gift given because of this travel must be either declined or passed on to the district for use for future district travel. For example, if the hotel where the employee is staying gives the employee a free night's stay on a future visit, this must be declined or given back to the district for future district travel. The frequent flyer miles earned when traveling on official business can only be used for district travel. Employees may not use personal credit cards for district travel or other district business and receive incentives such as cash reimbursements, frequent flyer miles and other benefits based upon the dollar amount of purchases made.

(Enclosure F-2)

H:\Employee Reimbursement Rates 2017-18.docx

**LEBANON COMMUNITY SCHOOL DISTRICT
SCHOOL BOARD MEETING
MINUTES
May 11, 2017 - 6:00 PM
District Office, 485 S. 5th Street, Lebanon, Oregon 97355**

A regular School Board Meeting was held at the District Office on May 11, 2017. Those present included:

Russ McUne, Director	Rob Hess, Superintendent
Jerry Williams, Director	Bo Yates, Assistant Superintendent
Mike Martin, Director	Jennifer Meckley, Director of Human Resources
Richard Borden, Director	Linda Darling, Director of Business
Kellie Weber, Director	

Minutes recorded by Nicole Hundley, Executive Secretary.

AUDIENCE COMMENTS

Chair Russ McUne welcomed audience comments.

Jennifer Walter thanked Kellie Weber for her service. She discussed the community survey, noting that she felt it needed more outreach. She discussed the assistant superintendent contract renewal, and noted her concern regarding the proposed salary increase and whether the contract was reviewed by an attorney. She also mentioned the upcoming memorial concert.

Patty Allydice spoke regarding the proposed principal transfers. She felt leaving Lacombe without a full time principal was a bad idea.

Amber Miller read a letter from Linda Miller regarding the Lacombe principal proposal. She discussed the need for an authority figure, and spoke about her concern regarding the elimination of a full time principal. Amber Miller also felt that Lacombe deserved a full time principal.

Jennifer Raymond read a letter from State Representative Sherrie Sprenger, urging the Board to reconsider the Lacombe principal proposal.

Jodee Eickman spoke regarding the Lacombe principal proposal. She was concerned that Kim Fandino did not have experience at the elementary school level. She expressed that a full time principal was needed to manage the work load and establish relationships with students and staff. She did not agree with administrators receiving raises while schools were receiving less staff.

Jay Thomas spoke regarding Mr. Geoghegan, and asked that if he chooses to leave Lacombe that the District replace him with someone with the same compassion.

Kristen Jones spoke regarding the Lacombe principal proposal. She noted that as a parent and community member, she did not feel like she had an opportunity to be a part of the conversation. She noted that school leadership had a direct correlation to student achievement at Lacombe.

Emma Beiser, teacher at Lacombe, read a letter regarding the principal proposal. She discussed how several of her students come from high trauma situations and need the additional support that an on-site principal can provide. She felt that the resource of adults was already limited and stated that in order for students to be successful the school needs a full time principal.

Adrienne Cleveland spoke regarding the Lacombe principal proposal. She felt it was not fair, and noted that Mr. Geoghegan was already frequently called away for AVID and other district meetings. She felt this had already impacted the school's culture and worried that further decreasing the time of the Lacombe principal would be even worse. She urged the Board to make cuts elsewhere in order to hire a full time principal for Lacombe. She asked that the position be posted and that staff be allowed to assist in the selection process.

Terri Colton spoke regarding the Lacombe principal proposal. She worried that only the troubled students would receive help and attention from the principal if the position was less than full time, and asked that the Board look at an option that could support all families.

Maureen Twomey, LEA President, noted the many comments from parents and teachers and asked that the Board be mindful of who receives salary increases during bargaining. She requested the Board to demonstrate prudence and thoughtfulness on how the limited funds available are used.

GENERAL BUSINESS

Because of time, Chair Russ McUne brought forward the topic of the proposed principal transfers for discussion first. He explained that because of public meeting laws, this is the only format available for the Board to discuss options like the Lacombe principal proposal. Rob Hess explained that it was been difficult to make this year's budget work without layoffs, and the proposal to have Lacombe's principal position be filled by a 0.6 FTE (Kim Fandino) and 0.1 FTE (Geno Bates) was a creative possibility. Rob Hess noted that he has witnessed the part-time principal solution work in other districts with smaller schools like Lacombe. He stated that he would not have proposed it if he didn't think it would be successful. He also reassured the community that there are no plans to close Lacombe School. Richard Borden asked about input from Tim Geoghegan, Geno Bates, and Kim Fandino, and Rob Hess noted that they are team players and all willing to do what needs to be done to make the budget work. Rob Hess explained the need for all current administrator positions at the high school level due to staff evaluations. Rob noted that the transfer of Kim Fandino to Lacombe as principal would be a temporary solution for one-year until the budget would be adjusted. He noted that we had not posted the position because we were attempting to eliminate administrator positions through attrition. Kellie Weber felt there should be a different solution due to the distance Lacombe is from other schools and how often administrators are pulled away for meetings. Jerry Williams noted that to balance we may need to lay off some teaching staff and increase class sizes in order to manage the budget. Discussion ensued regarding the human resources specialist position, which is a confidential employee. Richard Borden asked if the affected administrators supported the proposal. Tim Geoghegan previously sent the Board a letter regarding his support for his transfer to the high school. Geno Bates has noted he will do what is needed but he would rather be mostly at Hamilton Creek. Rob Hess discussed how Kim Fandino is the only staff member that can teach the College Now Spanish courses through LBCC, so her staying part time at the high school for those courses helps us not have to replace that position as we work through this budget season. Discussion ensued regarding the budget priorities. The Board decided to further discuss the matter during the Budget Committee meeting. Russ McUne noted that decisions like this are within the superintendent's authority, and he appreciated Rob Hess providing the Board and community the opportunity to have a say in the decision.

The Board meeting was temporarily adjourned at 7:00 PM for the Budget Committee meeting. The Board meeting resumed at 7:30 PM.

1. Report: AVID Senior Data

The AVID Senior Data presentation was postponed to a future meeting.

2. Policies

a. Information Only: Revised Board Policy ARs

Policy EFA-AR: Local Wellness Program and Policy EFAA-AR: Reimbursable Meals and Milk Program were presented for information only with revisions recommended by the OSBA. The Board had no questions.

b. Action: Adopt Board Policies on First Reading

Policy EFA: Local Wellness Program was presented for adoption on first reading with revisions recommended by the OSBA. Jerry Williams made a motion to adopt the policy on first reading as presented. Mike Martin seconded the motion. The motion carried unanimously.

3. Action: Adopt 2017-2019 Administrator Working Conditions

Mike Martin discussed the clause that links the administrator salary schedule to the LEA agreement for increases. He felt this is a conflict of interest because then the administrators that are on the bargaining team for LEA are bargaining for their own salary increase. Russ McUne noted that if that clause is removed it could make the relationship between administrators and teachers more adversarial, and that having the clause made it fairer. Discussion ensued regarding other options. Rob Hess noted that the COLA percentage increase was removed so that the administrator increases would be more equal to teacher increases. Maureen Twomey commented that when the LEA bargains, they have to do it for everyone because all are linked to them. It was determined that Mike Martin and Jerry Williams would meet with Rob Hess to discuss possible alternatives and bring the contract back to the Board.

4. Action: Approve 2017-2020 Assistant Superintendent Contract

If this contract is not approved by the Board, then the previous language would roll over for one year since the contract auto-renews if not on the non-renewal list by March 15. Bo Yates noted that he listened to the concerns regarding administrator salary increases being tied to other bargaining units, so he proposed his own 3% flat increase, which is lower than any other group. He noted that four director positions have been eliminated since he started in this position, and he has helped absorb those duties. He discussed his mileage reimbursement and the elimination of his cell reimbursement. Bo Yates discussed the difficulty he has in taking vacation time because of the nature of projects accomplished when the students are not in session. He noted that he should not need the vacation buy out this year, but still felt it was important that the contract reflect that he is worth more to the District when at work than when on vacation. Bo Yates also discussed his insurance proposal. Richard Borden noted that these were reasonable requests based on Bo Yates' performance. Mike Martin noted that he has concerns regarding the vacation pay out. Jerry Williams felt that it was worthwhile to pay out the vacation days in order to keep Bo Yates' high efficiency while on important projects. Discussion ensued regarding the timing of the contract renewal. Russ McUne asked and discussion ensued regarding the health care options presented to other employees. Kellie Weber expressed frustration that the Board was questioning Bo Yates' requests more than Rob Hess' contract revisions. Bo Yates noted that this type of awkward conversation is what the District hopes to avoid by having the administrator's salary schedule linked to the LEA salary increases. Richard Borden made a motion to approve the assistant superintendent contract renewal as presented, with an amendment allowing only 25 vacation days to carryover and a maximum of ten vacation days to be paid out. The motion carried 3-2 with Mike Martin and Russ McUne voting against.

5. Discussion: Policy BK – Evaluation of Board Operational Procedures

Russ McUne noted that the OSBA has a self-evaluation format, which had the option to narrow down the rankings to each line item like the Board did this year with the superintendent evaluation. Discussion ensued regarding contracting with the OSBA on an evaluation. Kellie Weber felt that it was not appropriate to spend money on the Board during budget cuts. Discussion ensued regarding the need for meaningful analysis. Nicole Hundley will reach

out to the OSBA on the cost of contracting with them for an evaluation and the Board will review the self-evaluation tool.

Mike Martin was excused at 8:15 PM.

DEPARTMENT REPORTS

1. Finance

a. Information Only: School Fee Rates

Linda Darling presented the revisions to the student fees for the 2017-2018 school year.

COMMUNICATION

1. Board

Richard Borden commented regarding the upcoming OSBA Summer Conference, and Nicole Hundley noted that she has made room reservations.

Kellie Weber asked why Russ McUne would have read the letter from Representative Sprenger when she was denied her request to read a letter earlier this year. Russ McUne explained that the letter she had wanted to read included comments critical of specific people, which is not allowed by policy.

Jerry Williams commented on the recent LHS awards ceremony and noted how many of the AVID students received scholarships. He felt that this first four-year AVID graduating class had tremendous success.

Discussion ensued regarding the deadline to sign up for the community survey. It was decided to extend the deadline through Monday.

2. Superintendent

Rob Hess commented on the upcoming AVID Parent Night on May 25.

CONSENT AGENDA

1. Action: Approve April 13, 2017 Board Minutes

2. Action: Approve April 27, 2017 Board Minutes

3. Action: Approve Hiring/Transfers/Leave of Absence

- a. Jeremy Gibson – Language Arts teacher, Lebanon High School – Temporary for remainder of 2016-2017
- b. Tim Geoghegan – 1.0 FTE transfer to Lebanon High School – Associate Principal (2017-2018)
- c. Geno Bates – 0.1 FTE transfer to Lacombe School – Principal Support (2017-2018)
- d. Kim Fandino – 0.6 FTE transfer to Lacombe School – Principal (2017-2018)

Richard Borden made a motion to approve the Consent Agenda items 1, 2, 3a, and 3b only. Jerry Williams seconded the motion. The motion carried unanimously.

ADJOURN

The meeting adjourned at 8:30 PM.

Russ McUne, Board Chair

Rob Hess, Superintendent

**LEBANON COMMUNITY SCHOOL DISTRICT
SCHOOL BOARD MEETING – BUDGET COMMITTEE
MINUTES**

**May 11, 2017 - 7:00 PM
District Office, 485 S. 5th Street, Lebanon, Oregon 97355**

A Budget Committee Meeting was held at District Office on May 11, 2017. Those present included:

Richard Borden, Director	Bill Barish, Committee Member	Rob Hess, Superintendent
Jerry Williams, Director	John Snyder, Committee Member	Bo Yates, Assistant Superintendent
Russ McUne, Director	Terry Deacon, Committee Member	Jennifer Meckley, Director Human Resources
Mike Martin, Director	Tom Oliver, Committee Member	Linda Darling, Business Director
Kellie Weber, Director	Jeff Vandiver, Committee Member	

Minutes recorded by Nicole Hundley, Executive Secretary.

APPROVAL OF MINUTES

Richard Borden made a motion to approve the minutes for February 9, 2017 and April 27, 2017 as presented. Tom Oliver seconded the motion. The motion carried unanimously.

PUBLIC COMMENT

Chair John Snyder welcomed audience comments. There were none.

DISCUSSION OF PROPOSED 2017-2018 BUDGET

Linda Darling noted that there have been no changes, and the budget still stands as originally proposed. The Board members noted the conversation they started earlier regarding the proposed principal reduction. Discussion ensued regarding not transferring the \$80,000 into the vocational house fund, and then using potential Measure 98 funds for the vocational house program instead. Discussion ensued regarding the budget priorities. Tom Oliver asked about the additional counselor at LHS and the AVID travel budget. Rob Hess noted that Measure 98 funds are looking more and more promising and could possibly fund both the vocational house and a counselor, since the additional counselor falls under graduation support. Bo Yates discussed re-juggling our FTE to come up with the funds for the full time principal at Lacombe. The Committee asked and Linda Darling noted that we could do that without further changes at the budget committee level. The change could be made when the Board adopts the budget, or management can make internal changes. Discussion ensued regarding the authority to spend up to the \$8.2 billion budget scenario if the funding comes in at that level. Russ McUne noted that a lot of districts are doing their budgeting similarly. Mike Martin asked about the increase projections for items such as electricity, and Linda Darling explained that if not used the projections help support the next year's beginning fund balance.

MOTION TO APPROVE THE BUDGET

Jerry Williams made a motion to approve the budget for the 2017-2018 fiscal year in the amount of \$58,881,239, comprised of the following: General Fund - \$42,129,000, Special Revenue - \$12,351,657, Debt Service - \$4,025,582, Enterprise - \$200,000, and Internal Services - \$175,000. Mike Martin seconded the motion. The motion carried unanimously.

MOTION TO SET THE TAX RATE

Tom Oliver made a motion to approve the taxes for the 2017-2018 fiscal year, at the rate of 4.9925 per \$1,000 of assessed value for operating purposes in the General Fund and \$3,895,423 for the general obligation bond levy in

the Debt Service Fund for principal and interest. Richard Borden seconded the motion. The motion carried unanimously.

ADJOURN

As this concludes the budget process for the 2017-2018 year, the May 25 meeting is no longer necessary. The Budget Committee Meeting was adjourned at 7:30 PM.

Russ McUne, Board Chair

Rob Hess, Superintendent