

**LEBANON COMMUNITY SCHOOL DISTRICT  
SCHOOL BOARD AGENDA  
Lebanon School District Office  
485 S. 5<sup>th</sup> St. Lebanon, OR 97355  
Public Budget Hearing and Special Board Meeting  
May 26, 2016**

**A. CALL TO ORDER/WELCOME/FLAG SALUTE– 6:00 p.m. District Office Board Room**

Liz Alperin  
Richard Borden  
Jerry Williams  
Michael Martin  
Russ McUne

**BUDGET HEARING**

- 1. Audience Comments on the Budget**
- 2. Resolution 1516-04 Adopting the Budget (Enclosure 1)**
- 3. Resolution 1516-05 Making Appropriations (Enclosure 2)**
- 4. Resolution 1516-06 Imposing & Categorizing the Tax (Enclosure 3)**

**B. 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.

**C. GOOD NEWS**

- 1. Report:** High School Art/Janell Novick
- 2. Report:** Oregon Rising (Enclosure C-2)

**D. GENERAL BUSINESS**

- 1. Action:** Approve on 1<sup>st</sup> Reading Policies: (Enclosure D-1)
  - GBM – Staff Complaints
  - GBMA – Whistleblower
  - IGAI – Human Sexuality
  - IGBBA – Identification-Talented and Gifted Students
  - IGBBB – Identification-Talented and Gifted Students among Nontypical Populations
  - IGCA – Post-Graduate Scholar Program
  - IGDF – Student Fund-Raising Activities
  - IKF – Graduation Requirements
  - JEC – Student Conduct
  - JG – Student Discipline
  - JHCDA – Prescription Medication
- 2. Information Only:** AR Policy Revisions: (Enclosure D-2)
  - DJC-AR – Special Procurements and Exemptions to Competitive Bidding
  - EFAA-AR – Reimbursable School Meals and Milk Programs
  - GCDA/GDDA-AR – Criminal Records Checks/Fingerprinting
  - JHCD/JHCDA-AR – Prescription/Nonprescription Medication
- 3. Action:** Approve Resolution 1516-07 Lebanon Education Day (Enclosure D-3)
- 4. Discussion:** Guidance for Transgender Students (Enclosure D-4)

**E. FINANCE**

- 1. Action:** Approve 2016-2017 Travel Reimbursement Rates (Enclosure E-1)

**F. OPERATIONS**

1. **Action:** Approve on 2nd Reading Proposed Recognition of Community Member(s) on the Lebanon Track and Field "Warrior Wall" (Enclosure F-1)
2. **Action:** Approve the Ground Maintenance Contract/Cornerstone (Enclosure F-2)

**G. CONSENT AGENDA**

1. **Action:** Approve May 12, 2016 Board Minutes (Enclosure G-1)
2. **Action:** Approve April 28, 2016 Budget Committee Minutes (Enclosure G-2)
3. **Action:** Approve Hiring Darcy Anglemier, Special Education, Seven Oak Middle School
4. **Action:** Approve Hiring April Feldman, 2<sup>nd</sup> Grade, Riverview School
5. **Action:** Approve Hiring Marcia Hara, Culinary Arts, Lebanon High School
6. **Action:** Approve Hiring Chelsea Harris, Elementary Teacher, Riverview School
7. **Action:** Approve Hiring Steven Hoke, Elective Teacher, Seven Oak Middle School
8. **Action:** Approve Hiring Mikaela Humphreys, Elementary Teacher, Hamilton Creek School
9. **Action:** Approve Hiring Abigail Kurfman, Language Arts, Seven Oak Middle School
10. **Action:** Approve Hiring Amy Reed, Elementary Teacher, Riverview School
11. **Action:** Approve Hiring Annette Roberts-Hennessy, Special Education, Seven Oak Middle School
12. **Action:** Approve Hiring Molly Tenbusch, Special Education, Green Acres School
13. **Action:** Approve Hiring Jamie Williams, Kindergarten, Green Acres School
14. **Action:** Approve the Transfer of Sabrina Alexander, Green Acres Principal to LHS Associate Principal
15. **Action:** Approve the Transfer of Amanda Plummer, Pioneer Assistant Principal to Green Acres Principal
16. **Action:** Approve Hiring Kelly McAllister, Special Education, Lebanon High School
17. **Action:** Approve Hiring Peter Mathios, Special Education, Lebanon High School
18. **Action:** Approve Hiring Stefanie Jones, Elementary Teacher, Location TBD
19. **Action:** Approve Hiring Kelly Tedeschi, Counselor, Pioneer
20. **Action:** Approve the Transfer of Jana Horne from Green Acres to Riverview
21. **Action:** Approve the Transfer of Casey VandenBos from Seven Oak to Lebanon High School
22. **Action:** Approve Hiring Nicole Hundley Superintendent/Board Executive Secretary, District Office

**H. BOARD OF EDUCATION TIME/DISCUSSION**

June 9, 2016	6:00 p.m./District Office Board Room	Regular Board Meeting
June 9, 2016	7:00 p.m./District Office Board Room	Board Work Session

**I. BOARD COMMUNICATION**

**J. SUPERINTENDENT COMMUNICATION**

**K. 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.



**RESOLUTION #1516-04 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 2016-2017 in the total of \$ 57,253,923

Date: May 26, 2016

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Chair, Board of Directors  
Richard Borden

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Superintendent  
Rob Hess

**(Enclosure 1)**

**RESOLUTION #1516-05 MAKING APPROPRIATION FOR THE 2016-2017 BUDGET**

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2016, and for the purposes shown below are hereby appropriated:

**General Fund (100)**

Instruction.....	\$	22,248,909
Support Services.....	\$	14,781,416
Enterprise & Community..	\$	-
Other:		
Interest.....	\$	500
Transfers.....	\$	2,240,000
Contingency.....	\$	1,000,000
Total.....	\$	<u>40,270,825</u>

**Debt Service (300's)**

Debt Service.....	\$	3,968,197
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**Enterprise Fund (500's)**

Instruction.....	\$	250,000
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**Internal Service (600's)**

Support Services.....	\$	120,000
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**Special Revenue Funds (200's)**

Instruction.....	\$	5,437,625
Support Services.....	\$	3,503,869
Enterprise & Community..	\$	2,195,907
Facilities Acquist./Const..	\$	-
Transfers.....	\$	70,000
Contingency.....	\$	1,437,500
Total.....	\$	<u>12,644,901</u>

**Total Appropriations, All Funds** \$ 57,253,923

**Total Unappropriated and Reserve Amounts, All Funds** 0

**TOTAL ADOPTED BUDGET** \$ 57,253,923

Date: May 26, 2016

\_\_\_\_\_  
Chair, Board of Directors  
Richard Borden

\_\_\_\_\_  
Superintendent  
Rob Hess

(Enclosure 2)

**RESOLUTION #1516-06 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 \$3,791,525 for bonds;

and that these taxes are hereby imposed and categorized for tax year 2016-2017 upon the assessed value of all taxable property within the district as follows:

<b>Education Limitations</b>		<b>Excluded from Limitations</b>	
Permanent Rate Tax.....	4.9925 / \$1,000		
Debt Service Levy.....		\$	3,791,525

Date: May 26, 2016

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Chair, Board of Directors  
Richard Borden

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Superintendent  
Rob Hess

**(Enclosure 3)**

## ABOUT OREGON RISING

Oregon Rising is a public outreach effort about what Oregonians want for their children and their schools. At the heart of our work is the prompt to dream big. In the first phase, we ask that you describe the education Oregon students would receive, if it were up to you.

Oregon Rising refers to one thing we find most people agree upon: *When our children are successful, we are all successful*. Thus, our tagline: *Great Schools, Great State*. Because we believe great schools are the foundation for a great State of Oregon, and a great state of our economy, our communities and our future.

The aspirational nature of the name is intentional. You'll note that Oregon Rising is more about dreams, and less about practicalities such as funding. The decision to largely remove the funding element from the equation wasn't out of naiveté or because it's not a real challenge. But we find that as soon as the conversation turns to money, aspirations are tempered. Oregon Rising wants to know not just what schools *could* be, but what you think they *should* be.

### The Project Sponsors

The project is supported by the Confederation of Oregon School Administrators (superintendents and principals), Oregon Education Association (educators and teachers) and Oregon School Boards Association (board members of districts, education service districts, community colleges and charter schools).

The project sponsors are asking you to dream unencumbered. It's a truly open question.

We do not know what suggestions Oregonians might have, and there is no "right" answer. That's where you come in.

### Everyone is Invited

The invitation to share dreams for our students is open to all Oregonians, and it is important to the project sponsors that we hear from those whose voices haven't always been fully represented. Some will participate in town hall style conversations sponsored by school districts and some will respond online at [oregon-rising.org](http://oregon-rising.org). There will be many opportunities, starting in  
(Enclosure C-2)

April 2016. Our goal is to hear from at least 10,000 people. Add your voice.

### The "Promise of Oregon" Connection

OSBA began the "Promise Oregon" campaign in 2014 with the goal of focusing on the accomplishments of Oregon's students. Oregon Rising builds on the Promise campaign and adds another important dimension by asking the people of Oregon to engage in a conversation about achieving quality public schools.

### Our Hopes

We will be sharing the results of this effort widely. Participants will receive the results, and at the end of the first outreach effort, in late summer or early fall, if they provide their e-mail address.

The project sponsors will be using the results to build a plan for the future of Oregon's public schools, and will be taking that plan to the 2017 legislative session, because legislators will certainly be interested to know what Oregonians want for schools, and how they can help.

Oregon Rising participants will also be invited to provide feedback on the plan as it is developed next fall, and to join in the legislative session discussion next year.

Our hope is that the Oregon Rising effort will initiate a conversation that continues far into the future, and a shared commitment to Oregon's children, their education and our collective future. Let's ensure that we fulfill the promise our kids show by dreaming big about the schools they need and deserve.

*My dream for Oregon's students is...*

...y dream for education today is students who think beyond grades. Who are motivated intrinsically to learn, think critically, and create."

– Erin, McMinnville

**(Enclosure C-2)**



*What's yours?**Take the Survey*

## FAQS

### **Why do you want my feedback?**

We want your feedback for two reasons. First, we want to understand what matters to Oregonians, when it comes to K-12 education. We think we have a good handle on it based on the many community discussions that the various Oregon Rising hosts have been part of over the years. But we've never directly asked some of the questions put forward here, and we want to know what you think. Second, the more people who take the time to participate and share their thoughts, the greater the indication that Oregonians care deeply about education.

### **I don't have kids. Can I participate?**

Yes. We really want to hear from people from all walks of life, including those without kids. Share your perspectives. We want participation from everyone.

### **What's your goal for this work?**

We want to know your ideas for education. As educators, it will help us understand our communities better. Longer term it is likely we'll use the findings in a report to the legislature, to demonstrate the level of support that Oregonians have for education.

### **What is being done with the information from the surveys?**

The survey data will be compiled and reported in full. An abbreviated version of the findings will be shared with anyone who participated and provided an email address. An extensive report will be developed with the intention of using it to support the efforts of various education groups, including the three sponsors. We will be able to report state-wide findings as well as by district and region. Participating school districts will also receive copies of the findings.

Because of the open-ended nature of the survey, and because we're also making the survey available in Spanish, processing and analyzing the data will take several months. We project  
(Enclosure C-2)

reporting will happen in fall 2016.

**It seems like the state's schools should be in charge of where we're headed. How does this work?**

The state establishes minimum standards and each district has a map of how to achieve those and if possible, to do more. Education leaders and teachers have a clear picture of where support is needed, and what students need. But knowing how the communities prioritize or value basic and supplemental efforts will be instructive as a state and at the district level.

**Is Oregon Rising involved with the election?**

No. Not in any way. Some project members may participate with the election but there is no cross-over or sharing of names or data. All members of the effort understand that to make this outreach effort work, it must be apolitical. We are asking for dreams, not votes.

## **More FAQs**

### **Oregon Rising in the News**

When we started Oregon Rising, we weren't sure how people would react. Would they want to join in the conversation? Is it reasonable to ask people to dream limitlessly without mind to practicalities? Here's what people are saying:

***Trio of State Education Organizations Invites Oregonians to "Dream" the Future of Schools, April 12th, 2016***

Read more.

***Education groups team up to sponsor Oregon Rising meetings, The Register-Guard, April 26th, 2016***

(Enclosure C-2)

A community meeting slated for Wednesday evening will give Lane County residents a chance to express their thoughts on public education in Oregon. Read more.

### ***Public Invited to Join 'Oregon Rising', Albany Democrat-Herald, April 8, 2016***

Most of the conversations in Salem about how to fund public education start with how much is available and how thinly it can be spread. Representatives of a new public outreach effort want Oregonians to move those talks to a new starting point: what people value in education and what they want schools to offer. Read more.

## **WHO IS OREGON RISING?**

### **MEET THE TEAM**

The three financial sponsors and supporters of the Oregon Rising project represent three distinct groups of educators: 1) superintendents and administrators, 2) teachers, and 3) school boards. Each group is membership based. The power of this particular trio rests in their shared assignment for the education of Oregon students, and their devotion to that job. Their formation of a collective effort like Oregon Rising is ground-breaking within our state and quite possibly is the first effort of its kind, anywhere in the nation.

### **Confederation of Oregon School Administrators**

The Confederation of Oregon School Administrators (COSA) serves Oregon students by supporting those who guide the state's schools and programs. These leaders are our members -- more than 2,000 school administrators, managers and executives. COSA was founded in 1974 to help educational leaders collectively shape public policy, advocate for schools and speak on behalf of students. COSA's perspective has earned the respect of educators, the Legislature, the Department of Education and other statewide agencies. Learn more about COSA.

**(Enclosure C-2)**

## Oregon Education Association

The Oregon Education Association represents 44,000 educators in every community across our state. Founded more than 150 years ago, OEA's pre-k, k-12 and community college members are united in a shared vision 'to improve the future of all Oregonians through quality public education.' Learn more about OEA.

## Oregon School Boards Association

The Oregon School Boards Association (OSBA) is dedicated to improving student achievement through advocacy, leadership and service to locally elected volunteer Oregon public school boards. Today the association provides services in board development, policy, labor relations, legislative, litigation, communications and liability and property insurance. OSBA's "The Promise of Oregon" campaign set the stage for Oregon Rising when it provided a rally point for Oregonian. Learn more about OSBA.

**(Enclosure C-2)**

## OTHER SUPPORTERS

We are grateful to the following organizations for their help. Some groups play a vital part in reaching into all the communities of Oregon. Others are helping by sharing their specialized knowledge as we translate the dreams we hear into action items for Oregon schools.

**Oregon PTA**

**Oregon Association of School Business Officials (OASBO)**

**Oregon Association of Education Service Districts (OAESD)**

**Oregon Association of Student Councils**

Be part of the conversation.  
Stay connected.

**SIGN UP FOR EMAIL UPDATES**

**SUBMIT**

TAKE THE SURVEY

GATHER LOCALLY

STATE OF SCHOOLS

ABOUT THE PROJECT

STAY CONNECTED

HOST RESOURCES

No spam ever. Unsubscribe in one click.

**(Enclosure C-2)**



## **Board Policy Revisions**

### **5/12/16**

**Policy DJC-AR** – A change in ORS 279B.065 Small Procurements, increased the limit for small procurements from \$5,000 to \$10,000. Additional changes were to clean up language from OSBA recommended changes and District practice.

**Policy EFAA-AR** – The Oregon Department of Education made an organizational decision that all civil rights complaints concerning the child nutrition program must be sent to the director of Child Nutrition Programs, and not the Civil Right Coordinator.

**Policy GBM & GBMA** – The Legislature passed House Bill in 2016 effectively changing the Whistleblowing section in the Oregon Revised Statute and added new provision for whistleblowers

**Policy GCBDC/GDBDC-AR** – New for employees to use in the district which complies with the requirement in ORS 659A.280.

**Policy GCDA/GDDA-AR** – Need to replace the reference to the “Employment Department,” with the “Oregon Department of Education, Child Care Division”.

**Policy IGAI** – SB856 requires a district to adopt a child sexual abuse prevention instructional program, that includes a provision to give a least four sessions of age-appropriate child sexual abuse prevention instruction annually, for students in kindergarten through grade 12.

**Policies IGBBA & IGBBB** – OAR 581-022-1310 was adopted by State Board of Education. The change affected the process for identifying talented and gifted student.

**Policy IGCA** – SB 1537, provides an opportunity for districts to increase high school graduation rates for under-served students and increase the percentage of students attending a post-secondary education institute. It establishes the terms by which a district may implement a Post-Graduate Scholar Program, and the criteria by which a student may utilize this program.

**Policy IGDF** – The revision to these policies include state and federal Smart Snack requirements in policy language as they apply to fund raising, through the sale of food and beverage items.

**Policy IKF** – The State Board of Ed. Changed the criteria for demonstrating proficiency in Essential Skills, in the student’s language of origin, to allow students to demonstrate English language skills through the end of high school, rather than to the end of their 11<sup>th</sup> grade year.

**Policies JFC & JG** – OSBA recommended language in response to legal cases and conversations at a recent School Law Conference.

**Policies JHCDA & JHCD/JHCDA-AR** – SB 875 requires modification to Oregon Admin. Rule 581-021-0037. The need to adopt rules under which school personnel may administer medications that treat adrenal insufficiency to students experiencing symptoms of adrenal crisis.

# Lebanon Community Schools

Code: **GBM**  
Adopted: 6/15/98  
Readopted: 9/16/10, 4/9/15  
Orig. Code(s): GBM

## Staff Complaints \*

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

The superintendent or designee will develop a complaint procedure which will be available for all employees who contend they have been subject to believe there is evidence of, and wishes to report a violation, misinterpretation or inappropriate application of district personnel policies and/or administrative regulations; a mismanagement, gross waste of funds or abuse of authority, or believe there is evidence that the district created a substantial and specific danger to public health and safety by its actions. The complaint procedure will provide an orderly process for the consideration and resolution of problems in the application or interpretation of district personnel policies.

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

Reasonable efforts will be made to resolve complaints informally.

Administrative regulations will be developed to outline procedural timelines and steps under this policy, as necessary. The district will use the complaint process in 'administrative regulation KL-AR - Public Complaints Procedure to address any alleged violations of this policy.

END OF POLICY

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### Legal Reference(s):

[ORS 332.107](#) [OAR 581-022-1720](#)  
[ORS 659A.199](#) to [-659A.224](#)

Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).  
Connick v. Myers, 461 U.S. 138 (1983).  
R2/26/154/28/16 | PH

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



# Lebanon Community Schools

Code: **GBMA**  
Adopted:

## 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.

The district will use the complaint process in [<sup>1</sup>administrative regulation KL-AR - Public 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

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

**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

**(Enclosure D-1)**

Whistleblower \* - GBMA  
2-2

# Lebanon Community Schools

Code: **IGAI**  
Adopted: 8/4/08  
Readopted: 12/16/10  
Orig. Code(s): IGAI

## **Human Sexuality, AIDS/HIV, Sexually Transmitted Diseases, Health Education\*\***

The district shall provide an age appropriate, comprehensive plan of instruction focusing on human sexuality, HIV/AIDS and sexually transmitted infections and disease prevention in elementary and secondary schools as an integral part of health education and other subjects.

Course material and instruction for all human sexuality education courses that discuss human sexuality shall enhance a student's understanding of sexuality as a normal and healthy aspect of human development. A part of the comprehensive plan of instruction shall provide age-appropriate child sexual abuse prevention instruction for students in kindergarten through grade 12. The district must provide a minimum of four instructional sessions annually; one instructional session is equal to one standard class period. In addition, the HIV/AIDS and sexually transmitted infections and disease prevention education and the human sexuality education comprehensive plan shall provide adequate instruction at least annually, for all students in grades 6 through 8 and at least twice during grades 9 through 12.

Parents, teachers, school administrators, local health departments staff, other community representatives and persons from the medical community who are knowledgeable of the latest scientific information and effective education strategies shall develop the plan of instruction and align it with the Oregon Health Education Standards and Benchmarks.

The Board shall approve the plan of instruction and require that it be reviewed and updated biennially in accordance with new scientific information and effective educational strategies.

Parents of minor students shall be notified in advance of any human sexuality or AIDS/HIV instruction. Any parent may request that his/her child be excused from that portion of the instructional program under the procedures set forth in Oregon Revised Statute (ORS) 336.035(2).

The comprehensive plan of instruction shall include the following information that:

1. Promotes abstinence for school age youth and mutually monogamous relationships with an uninfected partner for adults;
2. Allays those fears concerning HIV that are scientifically groundless;
3. Is balanced and medically accurate;
4. Provides balanced, accurate information and skills-based instruction on risks and benefits of contraceptives, condoms and other disease reduction measures;



5. Discusses responsible sexual behaviors and hygienic practices which may reduce or eliminate unintended pregnancy, exposure to HIV, hepatitis B/C and other sexually transmitted infections and diseases;
6. Stresses the risks of behaviors such as the sharing of needles or syringes for injecting illegal drugs and controlled substances;
7. Discusses the characteristics of the emotional, physical and psychological aspects of a healthy relationship;
8. Discusses the benefits of delaying pregnancy beyond the adolescent years as a means to better ensure a healthy future for parents and their children. The student shall be provided with statistics based on the latest medical information regarding both the health benefits and the possible side effects of all forms of contraceptives including the success and failure rates for prevention of pregnancy, sexually transmitted infections and diseases;
9. Stresses that HIV/STDs and hepatitis B/C can be possible hazards of sexual contact;
10. Provides students with information about Oregon laws that address young people's rights and responsibilities relating to childbearing and parenting;
11. Advises students of consequences of having sexual relations with persons younger than 18 years of age to whom they are not married;
12. Encourages family communication and involvement and helps students learn to make responsible, respectful and healthy decisions;
13. Teaches that no form of sexual expression or behavior is acceptable when it physically or emotionally harms oneself or others and that it is wrong to take advantage of or exploit another person;
14. Teaches that consent is an essential component of healthy sexual behavior. Course material shall promote positive attitudes and behaviors related to healthy relationships and sexuality, and encourage active student bystander behavior;
15. Teaches students how to identify and respond to attitudes and behaviors which contribute to sexual violence;
16. Validates the importance of one's honesty, respect for each person's dignity and well-being, and responsibility for one's actions;
17. Uses inclusive materials and strategies that recognizes different sexual orientations, gender identities and gender expression;
18. Includes information about relevant community resources, how to access these resources, and the laws that protect the rights of minors to anonymously access these resources.

The comprehensive plan of instruction shall emphasize skills-based instruction that:

19. Assists students to develop and practice effective communication skills, development of self esteem and ability to resist peer pressure;
20. Provides students with the opportunity to learn about and personalize peer, media, technology and community influences that both positively and negatively impact their attitudes and decisions related to healthy sexuality, relationships and sexual behaviors, including decisions to abstain from sexual intercourse;
21. Enhances students' ability to access valid health information and resources related to their sexual health;
22. Teaches how to develop and communicate sexual and reproductive boundaries;
23. Is research based, evidence based or best practice; and
24. Aligns with the Oregon Health Education Content Standards and Benchmarks.

All sexuality education programs emphasize that abstinence from sexual intercourse, when practiced consistently and correctly, is the only 100 percent effective method against unintended pregnancy, sexually transmitted HIV and hepatitis B/C infection and other sexually transmitted infections and diseases.

Abstinence is to be stressed, but not to the exclusion of contraceptives and condoms for preventing unintended pregnancy, HIV infection, hepatitis B/C infection and other sexually transmitted infections and diseases. Such courses are to acknowledge the value of abstinence while not devaluing or ignoring those students who have had or are having sexual relationships. Further, sexuality education materials, including instructional strategies, and activities must not, in any way use shame or fear-based tactics.

Materials and information shall be presented in a manner sensitive to the fact that there are students who have experienced, perpetrated or witnessed sexual abuse and relationship violence.

END OF POLICY

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**Legal Reference(s):**

[ORS 336.035](#)  
[ORS 336.107](#)  
[ORS 336.455 to -336.475](#)

[ORS 339.370 to -339.400](#)  
[OAR 581-022-0705](#)

[OAR 581-022-1440](#)  
[OAR 581-022-1910](#)

HR4/16/144/28/16| PH

# Lebanon Community Schools

Code: IGBBA  
Adopted: 6/15/98  
Readopted: 12/16/10  
Orig. Code(s): IIGBBA

## Identification – Talented and Gifted Students\*\*

In order to serve academically talented and intellectually gifted students in grades K-12, the district directs the superintendent to establish a written identification process.

This process of identification shall include as a minimum:

1. Use of research based best practices to identify talented and gifted students from under-represented populations such as ethnic minorities, students with disabilities, students who are culturally and/or linguistically diverse or economically disadvantaged.
2. Behavioral, learning and/or performance information;
3. A nationally standardized mental ability test for assistance in identifying the identification of intellectually gifted students;
4. ~~The Oregon Assessment of Knowledge and Skills (OAKS) or a~~ A nationally standardized academic achievement test of reading or mathematics or a test of total English Language Arts/Literacy or total mathematics on the Smarter Balanced Assessment for assistance in identifying academically talented students ~~or Smarter Balanced.~~

Identified students shall score at or above the 97th percentile on one of these tests. Other students who demonstrate the potential to perform at the eligibility criteria, as well as additional students who are talented and gifted may be identified.

~~The Board has established an appeals process for~~ If a parents to utilize if they are is dissatisfied with the identification process or placement of their student for the district program for talented and gifted students and wish to request reconsideration, they may appeal the decision through Board policy KL - Public Complaints. After exhausting the district's appeal procedure and receiving a final decision, a parent may appeal the decision to the State Superintendent of Public Instruction.

END OF POLICY

**Legal Reference(s):**

[ORS 343.395](#)  
[ORS 343.407](#)  
[ORS 343.411](#)

[OAR 581-021-0030](#)  
[OAR 581-022-1310 to -1330](#)  
[OAR 581-022-1940](#)

[OAR 581-022-1941](#)

R12/10/094/28/16 | PHSL

**(Enclosure D-1)**



# Lebanon Community Schools

Code: **IGBBB**

Adopted: 6/15/98

Readopted: 12/16/10

## **Identification – Talented and Gifted Students among Nontypical Populations\*\***

The district will make an effort to identify talented and gifted students from special populations such as:

1. — Ethnic minorities;
2. — Economically disadvantaged;
3. — Culturally different;
4. — Underachieving gifted;
5. — Students with disabilities.

Careful selection of appropriate measures and a collection of behavioral or learning characteristics shall be used.

The Board has established an appeals process for parents to utilize if they are dissatisfied with the identification process of their student for the district program for talented and gifted students and wish to request reconsideration.

**END OF POLICY**

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

[ORS 343.395](#)

[ORS 343.407](#)

[ORS 343.411](#)

[OAR 581-022-1310 to 1330](#)

[OAR 581-022-1940](#)

R4/04/03 | NC



## Post-Graduate Scholar Program\*

The district will provide a Post-Graduate Scholar program for students in the district via the Beyond LHS program. A “post-graduate scholar” means a student who has: been in grades 9 through 12 for more than a total of four school years; and satisfied the requirements for a high school diploma as provided by law.

The Post-Graduate Scholar program may allow post-graduate scholars to: enroll in courses at a community college that are part of an approved course of study in the post-graduate scholar program in the district, in order to gain a certificate or diploma; enroll in the approved program courses of study for one school year after the post-graduate scholar has satisfied the requirements for a high school diploma in the district; and have the district pay the costs for such approved course of study, including tuition, fees and books.

### Program Qualifications

A post-graduate scholar qualifies to participate in the program if the post-graduate scholar:

1. Has completed and submitted the Free Application for Federal Student Aid (FAFSA);
2. Has completed and submitted the Oregon Promise Application;
3. Is not eligible for a grant under the Oregon Promise Program because of failure to earn the minimum cumulative grade point average, or submitted a complete application for a grant under the Oregon Promise program by the established deadline but did not receive a grant;
4. Is not eligible for a federal aid grant that is equal to or more than the average cost of tuition and fees at a community college, as determined by the U.S. Department of Education after Consultation with the Executive Director of the Office of Student Access and Completion; and
5. Retains a legal residence within the boundaries of the district through which the post-graduate scholar satisfied the requirements for a high school diploma.

The district establishes the following additional requirements:

6. A minimum high school GPA of 1.50;
7. An 80 percent attendance at community college courses; and
8. Regular in-person meetings with Beyond LHS staff to monitor progress held at least twice each month.

## **Program Goals**

The goals of the program include:

9. Increasing the high school graduation rate for underserved students to 80 percent; and,
10. Increasing the percent of students from the district attending a postsecondary education institute.

The Beyond LHS program administrator will monitor program information at the end of each grading term and measure results at the end of each year. These results will be presented to the Board upon request.

11. The district approves the following courses of study for the program.

Courses that meet the requirements for;

- (1) Associate of Arts Oregon Transfer (AAOT);
- (2) Associate of Applied Science (AAS). Students must declare a program of study focus.
- (3) Associate of Science (AS) Students must declare a program of study focus.
- (4) Approved Certificate Programs.

## **Other District Requirements**

The district has entered into a written agreement with Linn Benton Community College.

The district will provide dedicated staff via the Beyond LHS program to provide support services to post-graduate scholars, including regular in-person meetings to monitor student progress that occur at least twice each month.

The district will ensure that a majority of the students from the district who are enrolled in courses at a community college meet at least one of the following criteria:

1. Is not a post-graduate scholar;
2. Has a modified or expanded diploma or a General Educational Development (GED) certificate;
3. Was enrolled in an alternative high school program within the preceding 12 months;
4. Is, or will be, a first-generational graduate of high schools;
5. Is, or has been, a child in a foster home;
6. Is, or has been, placed in a facility or an education program by a court;
7. Is homeless;
8. Is a parent; or
9. Was identified as eligible for free or reduced price lunches within the preceding 12 months.



A district may receive or expend moneys distributed from the State School fund for post-graduate scholars who enroll in courses at a community college, only if the post-graduate scholars are enrolled in the courses as part of a program established under this section. The post-graduate scholar will not be required to accept or use any federal grant moneys to offset costs of tuition, fees or books incurred by the post-graduate scholar at the community college.

The district will provide transportation service in existing bus routes to post-graduate scholars, and is not required to alter existing bus routes to provide such transportation.

## END OF POLICY

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### Legal Reference(s):

ORS 327.006 to -327.133  
ORS 329.451

ORS 332.405  
ORS 339.250

ORS 811.210  
ORS 811.215

No Child Left Behind Act of 2001, 20 U.S.C. §§ 6315, 7912.

Elementary and Secondary Education Act (ESEA) Flexibility Waiver, July 18, 2012.

McKinney-Vento Homeless Education Assistance Improvements Act of 2001, 42 U.S.C. §§ 11431-11435 (2005).

CR4/28/16|SL

# Lebanon Community Schools

Code: **IGDF**  
Adopted: 8/20/01  
Readopted: 12/16/10  
Orig. Code(s): IGDF

## Student Fund-Raising Activities (Version 2)

Students, ~~with the permission of the principal and under the direct supervision of their advisers,~~ may carry out fund-raising activities in which no outside fund-raising agency or contract is ~~concerned~~ **utilized, with permission of the principal and under the direct supervision of the appropriate advisers.** Where funds are to be raised through an outside agency or contracted activity, the activity must receive prior approval ~~by~~ **from** the superintendent. Activities ~~concerned with~~ **that include** fund raising for charitable or other causes not relating to school activities, ~~may not be carried on without~~ **must obtain** prior approval ~~of~~ **from** the principal and the superintendent.

If fund raising consists of selling food and beverage items to students during the regular or extended school day, the food and beverage items must comply with state and federal nutrition standards, rules and laws. This does not apply to food and beverage items sold at school-related or nonschool-related events for which parents and other adults are a significant part of the audience.

END OF POLICY

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### Legal Reference(s):

[ORS 336.423](#)  
[ORS 339.880](#)

[OAR 137-025-0020 to -0530](#)  
[OAR 581-022-1660\(2\)](#)

[Federal Smart Snacks in School Rules, 7 C.F.R. Part 210.11.](#)

HR8/24/014/28/16 | MWPH

## Graduation Requirements (Version 2)

The Board will establish graduation requirements for the awarding of a high school diploma, a modified diploma, an extended diploma and an alternative certificate which meet or exceed state requirements. A student may satisfy graduation requirements in less than four years. The district will award a diploma to a student fulfilling graduation requirements in less than four years if consent is given by the student's parent or guardian or by the student if ~~they are~~ **he/she is** 18 years of age or older or emancipated.

The district will ensure that students have onsite access to the appropriate resources to achieve a diploma, a modified diploma, an extended diploma or an alternative certificate at each high school. The district will provide age appropriate and developmentally appropriate literacy instruction to all students until graduation.

### Essential Skills

The district [will][will not] allow English Language Learner (ELL) students to demonstrate proficiency in the Essential Skills of Apply Mathematics in a variety of settings, in the student's language of origin for those **ELL** students who by the end of ~~their 11th grade year~~ **are high school**:

1. **Are On** track to meet all other graduation requirements; and
2. **Are U**nable to demonstrate proficiency in the Essential Skills in English.

The district will allow ELL students to demonstrate proficiency in Essential Skills other than Apply Mathematics in a variety of settings, in the student's language of origin for those **ELL** students who by the end of ~~their 11th grade year~~ **are high school**:

3. Are on track to meet all other graduation requirements;
4. Are unable to demonstrate proficiency in the Essential Skills in English;
5. Have been enrolled in a U.S. school for five years or less; and
6. ~~Receives at least a level 3 (Intermediate) on the English Language Proficiency Assessment (ELPA)~~ **Have demonstrated sufficient English language skills using the English Language Proficiency Assessment for the 21st Century (ELPA21)<sup>1</sup>.**

<sup>1</sup>For students seeking a diploma in 2015-2016, this criteria does not apply.



The district will develop procedures to provide assessment options as described in the *Test Administration Essential Skills and Local Performance Assessment Manual*, in the ELL student's language of origin for those ELL students who meet the criteria above, and will develop procedures to ensure that locally scored assessment options administered in an ELL student's language of origin are scored by a qualified rater.

The district may not deny a student, who has the documented history of an inability to maintain grade level achievement due to significant learning and instructional barriers, or of a medical condition that creates a barrier to achievements, the opportunity to pursue a diploma with more stringent requirements than a modified diploma or an extended diploma for the sole reason the student has the documented history.

The district may award a modified diploma or an extended diploma to a student only upon the written consent of the student's parent or guardian. The district shall receive the written consent during the school year in which the modified diploma or the extended diploma is awarded. A student who is emancipated or has reached the age of 18 at the time the modified diploma or the extended diploma is awarded may sign the consent.

A student shall have the opportunity to satisfy the requirements for a modified diploma, an extended diploma or an alternative certificate in either four years after starting the ninth grade, or until the student reaches the age of 21, if the student is entitled to a public education until the age of 21 under state or federal law.

A student may satisfy the requirements for a modified diploma, an extended diploma or an alternative certificate in less than four years but not less than three years. In order to satisfy the requirements for a modified diploma, an extended diploma or an alternative certificate in less than four years, the student's parent or guardian or a student who is emancipated or has reached the age of 18 must provide written consent which clearly states the parent, guardian or student is waiving the fourth year and/or years until the student reaches the age of 21. A copy of the consent will be forwarded to the district superintendent who will annually report to the Superintendent of Public Instruction the number of such consents.

Beginning in grade five or after a documented history to qualify for an extended diploma has been established, the district will annually provide to the parents or guardians of the student, information about the availability and requirements of a modified diploma, an extended diploma and an alternative certificate.

A student who receives a modified diploma, an extended diploma or an alternative certificate will have the option of participating in a high school graduation ceremony with the student's class.

A student who receives a modified diploma, an extended diploma or an alternative certificate shall have access to individually designed instructional hours, hours of transition services and hours of other services that equals at least the total number of instructional hours that is required to be provided to students who are attending a public high school, unless reduced by the individualized education program (IEP) team.

The district will award to students with disabilities a document certifying successful completion of program requirements. No document issued to students with disabilities educated in full or in part in a special education program shall indicate that the document is issued by such a program. When a student who has an IEP completes high school, the district will give the student an individualized summary of performance.

Eligible students with disabilities are entitled to a Free Appropriate Public Education (FAPE) until the age of 21, even if they have earned a modified diploma, an extended diploma, an alternate certificate or completion of a General Education Development document. The continuance of services for students with

disabilities for a modified diploma, an extended diploma or an alternative certificate is contingent on the IEP team determining the student's continued eligibility and special education services are needed.

Students and their parents will be notified of graduation and diploma requirements.

The district will review graduation requirements biennially in conjunction with the secondary school improvement plan. Graduation requirements may be revised to address student performance.

The district may not deny a diploma to a student who has opted out of the Smarter Balanced or alternate Oregon Extended Assessment if the student is able to satisfy all other requirements for the diploma. Students who opt-out will need to meet the Essential Skills graduation requirement using another approved assessment option.

The district will issue a high school diploma, upon request, to a person who served in the Armed Forces<sup>2</sup>, as specified in Oregon law, if the person was discharged or released under honorable conditions and has received either a General Educational Development, a post-secondary degree or has received a minimum score on the Armed Services Vocational Aptitude Battery.

The district shall establish conduct and discipline consequences for student-initiated test impropriety. "Student-initiated test impropriety" means student conduct that is inconsistent with the *Test Administration Manual* or accompanying guidance; or results in a score that is invalid.

END OF POLICY

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<sup>2</sup>The policy applies to any person who:

1. Served in the Armed Forces of the U.S. at any time during:
  - a. World War I;
  - b. World War II;
  - c. The Korean Conflict; or
  - d. The Vietnam War;
2. Served in the Armed Forces of the U.S. and was physically present in:
  - a. Operation Urgent Fury (Grenada);
  - b. Operation Just Cause (Panama);
  - c. Operation Desert Shield/Desert Storm (Persian Gulf War);
  - d. Operation Restore Hope (Somalia);
  - e. Operation Enduring Freedom (Afghanistan); or
  - f. Operation Iraqi Freedom (Iraq);
3. Served in the Armed Forces of the U.S. in an area designated as a combat zone by the President of the U.S.

**Legal Reference(s):**

[ORS 329.095](#)  
[ORS 329.451](#)  
[ORS 329.479](#)  
[ORS 332.107](#)  
[ORS 332.114](#)  
[ORS 338.115](#)  
[ORS 339.115](#)  
[ORS 339.505](#)

[ORS 343.295](#)  
[OAR 581-022-0615](#)  
[OAR 581-022-0617](#)  
[OAR 581-022-1130](#)  
[OAR 581-022-1131](#)  
[OAR 581-022-1133](#)  
[OAR 581-022-1134](#)

[OAR 581-022-1135](#)  
[OAR 581-022-1210](#)  
[OAR 581-022-1215](#)  
[OAR 581-022-1350](#)  
  
HB-2655 (2015)

TEST ADMINISTRATION MANUAL, APPENDIX L-REQUIREMENTS FOR ASSESSMENT OF ESSENTIAL SKILLS PUBLISHED BY THE OREGON DEPARTMENT OF EDUCATION (FEBRUARY 4, 2016).  
ESSENTIAL SKILLS AND PERFORMANCE ASSESSMENT MANUAL, PUBLISHED BY THE OREGON DEPARTMENT OF EDUCATION (MARCH 17, 2016).



# Lebanon Community Schools

Code: JFC  
Adopted: 3/17/11

## Student Conduct\*\* (Version 1)

The Board expects student conduct to contribute to a productive learning climate. Students shall comply with the district's written rules, pursue the prescribed course of study, submit to the lawful authority of district staff and conduct themselves in an orderly manner at school during the school day or during district-sponsored activities.

Careful attention shall be given to procedures and methods whereby fairness and consistency without bias in discipline shall be assured each student. The objectives of disciplining any student must be to help the student develop a positive attitude toward self-discipline, realize the responsibility of one's actions and to maintain a productive learning environment. All staff members have responsibility for consistency in establishing and maintaining an appropriate behavioral atmosphere.

A student handbook, code of conduct or other document shall be developed by district administration[, in cooperation with staff,] and will be made available and distributed to parents, students and employees outlining student conduct expectations and possible disciplinary actions, including consequences for disorderly conduct, as required by the No Child Left Behind Act of 2001 (NCLBA). In addition, each school in the district shall publish a student/parent handbook detailing additional rules specific to that school.[ All rules applying to student conduct shall be posted in a prominent place in each school building.]

Students in violation of Board policy, administrative regulation and/or code of conduct provisions will be subject to discipline up to and including expulsion. Students are subject to discipline for conduct while traveling to and from school, at the bus stop, at school-sponsored events, while at other schools in the district and while off campus, whenever such conduct causes a substantial and material disruption of the educational environment or the invasion of rights of others. Students may be denied participation in extracurricular activities. Titles and/or privileges available to or granted to students may also be denied and/or revoked (e.g., valedictorian, salutatorian, student body, class or club office positions, senior trip, prom, etc.). A referral to law enforcement may also be made.

The district will annually record and report expulsion data for conduct violations as required by the Oregon Department of Education.

END OF POLICY

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**Legal Reference(s):**

[ORS 339.240](#)  
[ORS 339.250](#)

[ORS 659.850](#)

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

Tinker v. Des Moines Sch. Dist., 393 U.S. 503 (1969).  
Hazelwood Sch. District v. Kuhlmeier, 484 U.S. 260 (1988).  
Bethel Sch. Dist. v. Fraser, 478 U.S. 675 (1986).  
Shorb v. Grotting and Powers Sch. Dist., Case No. 00CV-0255 (Coos County Circuit Ct.) (2000).  
Ferguson v. Phoenix Talent Sch. Dist. #4, 172 Or. App. 389 (2001).  
No Child Left Behind Act of 2001, 20 U.S.C. § 7912 (2006).  
Morse v. Frederick, 551 U.S. 393, 127 S. Ct. 2618 (2007).  
C.R. v. Eugene S.D. 4J, No. 12-1042, U.S. District Court of OR (2013).



## **Student Discipline\*\***

Discipline in the district is based upon a philosophy designed to produce behavioral changes that will enable students to develop the self-discipline necessary to remain in school and to function successfully in their educational and social environments.

Students are subject to discipline for conduct while traveling to and from school, at the bus stop, at school-sponsored events, while at other schools in the district and while off campus, whenever such conduct causes a substantial and material disruption of the educational environment or the invasion of rights of others.

The major objectives of the district discipline program are to teach the following fundamental concepts for living:

1. Understanding and respect for individual rights, dignity and safety;
2. Understanding and respect for the law, Board policies, administrative regulations and school rules;
3. Understanding of and respect for public and private property rights.

The Board seeks to ensure a school climate which is appropriate for learning and which assures the safety and welfare of personnel and students. The superintendent will develop administrative regulations whereby those students who disrupt the educational setting or who endanger the safety of others, will be offered corrective counseling and be subject to disciplinary sanctions that are age appropriate, and to the extent practicable, that uses approaches that are shown through research to be effective to correct behavioral problems, while supporting a students' attendance to school and classes. Examples include, but are not limited to, reprimands, conferences, detention and denial of participation in cocurricular and extracurricular activities. Titles and/or privileges available to or granted to students may be denied and/or revoked (e.g., valedictorian, salutatorian, student body, class or club office positions, field trips, senior trip, prom, etc.). The district shall consider the age of the student and the student's past pattern of behavior prior to suspension or expulsion of the student.

The district shall enforce consistently, fairly and without bias all student conduct policies, administrative regulations and school rules.

A student whose conduct or condition is seriously detrimental to the school's best interests may be suspended. Students may be expelled for any of the following circumstances: a) when a student's conduct poses a threat to the health or safety of students or employees; b) when other strategies to change the student's behavior have been ineffective, except that expulsion may not be used to address truancy; or c) when required by law. The district shall consider the age of the student and the student's past pattern of

behavior prior to imposing the suspension or expulsion. The district will ensure careful consideration of the rights and needs of the individual concerned, as well as the best interests of other students and the school program as a whole.

The use of out-of-school suspension or expulsion for discipline of a student in the fifth grade or below, is limited to:

1. Nonaccidental conduct causing serious physical harm to a student or employee;
2. When a school administrator determines, based on the administrator's observation or upon a report from an employee, the student's conduct poses a threat to the health or safety of students or employees; or
3. When the suspension or expulsion is required by law.

When an out-of-school suspension is imposed on a student **in the fifth grade or lower**, the district shall take steps to prevent the recurrence of the behavior that led to the out-of-school suspension, and return the student to a classroom setting to minimize the disruption of the student's academic instruction.

Parents, students and employees shall be notified by handbook, code of conduct or other document of acceptable behavior, behavior subject to discipline and the procedures to address behavior ~~and the consequences of that behavior~~. These procedures will include a system of consequences designed to correct student misconduct and promote acceptable behavior.

END OF POLICY

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**Legal Reference(s):**

[ORS 243.650](#)  
[ORS 332.061](#)  
[ORS 332.072](#)

[ORS 332.107](#)  
[ORS 339.115](#)  
[ORS 339.240 to -339.280](#)  
[ORS 659.850](#)

[OAR 581-021-0045](#)  
[OAR 581-021-0050 to -0075](#)

**Tinker v. Des Moines Sch. Dist.**, 393 U.S. 503 (1969).

**Shorb v. Grotting and Powers Sch. Dist.**, Case No. 00CV-0255 (Coos County Circuit Ct.) (2000).

**Ferguson v. Phoenix Talent Sch. Dist. #4**, 172 Or. App. 389 (2001).



## Prescription Medication\*\*/\*

The district recognizes that the administration of prescription medication to students and/or student self-medication may be necessary when the failure to take such medication during school hours would prevent the student from attending school, and recognizes a need to ensure the health and well-being of students who require regular doses or injections of medication as a result of experiencing a **severe life-threatening allergic reaction or adrenal crisis<sup>1</sup>**, or have a need to manage hypoglycemia, asthma or diabetes. When a licensed health care professional is not immediately available, a designated trained staff member may administer to a student, epinephrine, glucagon or other medications as prescribed and allowed by Oregon law.

When **directed prescribed** by a physician<sup>2</sup> ~~or other licensed health care professional~~, students in grades K-12 will be allowed to self-administer prescription medication, including medication for asthma or severe allergy as defined by state law, and subject to age-appropriate guidelines. A written treatment plan for a student who self administers medication will be developed and signed by a physician or other Oregon licensed health care professional and kept on file. A written request and permission form signed by a parent or guardian is required and will be kept on file. If the student is deemed to have violated Board policy or medical protocol by the district, the district may revoke the permission given to a student to self-administer medication.

**The superintendent will require that an individualized health care plan is developed for every student with a known life-threatening allergy and for every student for whom the district has been given proper notice of a diagnoses of adrenal insufficiency. Such a plan will include provisions for administering medication and/or responding to emergency situations while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in before- or after-school care programs on school-owned property and in transit to or from school or school-sponsored activities.**

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

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

<sup>1</sup>Under proper notice given to the district.

<sup>2</sup>~~Added to Oregon Revised Statute 678.010 to 678.410: A registered nurse who is employed by a public or private school may accept an order from a physician licensed to practice medicine or osteopathy in another state or territory of the U.S. if the order is related to the care or treatment of a student who has been enrolled at the school for not more than 90 days (House Bill 3449 (2015)). (This is to allow time for new students to find an Oregon licensed physician.)~~

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

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

Training shall be provided to designated staff as required by law in accordance with approved protocols as established by the Oregon Health Authority. Staff designated to receive training shall also receive bloodborne pathogens training. Current first-aid and CPR cards are strongly encouraged for designated staff.

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

The superintendent will ensure student health management plans are developed as required by training protocols, maintained on file and pertinent health information is provided to district staff as appropriate. Such plans will include provisions for administering medication and/or responding to emergency situations while the student is in school, at a school-sponsored activity, under the supervision of school personnel, in before- or after-school care programs on school-owned property and in transit to or from school or school-sponsored activities.

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

END OF POLICY

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**Legal Reference(s):**

[ORS 109.640](#)  
[ORS 339.866 to -339.871](#)  
[ORS 433.800 to -433.830](#)  
[ORS 475.005 to -475.285](#)

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

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

R6/25/154/28/16 | PH



## Special Procurements and Exemptions from Competitive Bidding

### SPECIAL PROCUREMENTS

The Board, acting as the Local Contract Review Board (LCRB) for the district, has made the findings necessary to support each special procurement request. These findings include market research or other documentation that the special procurement will be unlikely to encourage favoritism in the awarding of public contract or substantially diminish competition for public contracts and will either: (A) Result in substantial cost savings to the district or to the public, or (B) Otherwise substantially promote the public interest in a matter that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065, 279B.070 or under any related rules. Public notice of the approval of a special procurement must be given in the same manner as provided in ORS 279B.055(4). If the district intends to award a contract through special procurements that calls for competition among prospective contractors, the district shall award the contract to the contractor it determines to be most advantageous to the district. When the LCRB approves a class special procurement the district may award contracts to acquire goods and services within the class of goods and services in accordance with the terms of the approval without making a subsequent request for a special procurement.

### BRAND NAMES OR PRODUCTS, "OR EQUAL," SINGLE SELLER AND SOLE SOURCE

1. The district may purchase brand names or products from a single seller or sole source without competitive bidding subject to the limitations of this rule.
2. Solicitation specifications for public contracts of the district shall not expressly or implicitly require any product of any particular manufacturer or seller except as expressly authorized in subsections c. and d. of this rule.
3. The district may specify a particular brand name, make or product suffixed by "or equal," "or approved equal," "or equivalent," "or approved equivalent" or similar language if ~~there is no other~~ practical method of specification after documenting the procurement file with the following: doing so is advantageous to the district because the brand name describes the standard of quality, performance functionality and other characteristics of the product needed by the district.
  - a. A brief description of the solicitation(s) to be covered, including contemplated future purchases;
  - b. The brand name, mark or product to be specified; and
  - c. The reasons the district is seeking this procurement method, which shall include any of the following findings:
    - (1) It is unlikely that specification of the brand name, mark or product will encourage favoritism in the award of the public contracts or substantially diminish competition; or
    - (2) Specification of the brand name, mark or product would result in cost savings to the



- agency; or
  - (3) There is only one manufacturer or seller of the product of the quality performance or functionality required; or
  - (4) Efficient utilization of existing equipment or supplies requires the acquisition of compatible equipment or supplies;
  - ~~(5) The district shall make reasonable effort to notify all known suppliers of the specified product and invite such vendors to submit competitive bids or proposals.~~
4. The district may purchase a particular product or service available from only one source, after documenting the procurement file with the district's findings of current market research to support the determination that the product is available from only one seller or source. The district's findings shall include:
- a. A brief description of the contract or contracts to be covered, including contemplated future purchases;
  - b. Description of the product or service to be purchased; and
  - c. The reasons the district is seeking this procurement method, which shall include any of the following:
    - (1) Efficient utilization of existing equipment or supplies requires the acquisition of compatible equipment, supplies or services; or
    - (2) ~~The required product is data processing equipment which will be used for research where there are requirements for exchange of software and data with other research establishments;~~ The goods or services required for the exchange of software or data are available from only one source or
    - (3) The particular product is for use in a pilot or an experimental project.
5. The district may specify a product or service available from only one manufacturer but available through multiple sellers after documenting the procurement file with the following information:
- a. If the total purchase is over \$5,000 \$10,000 but does not exceed \$150,000, and a comparable product or service is not available under an existing state cooperative purchasing contract, competitive quotes shall be obtained by the district and retained in the procurement file;
  - b. If the purchase does not exceed \$150,000, and the comparable product or service is available under an existing state cooperative purchasing contract, authorization from DAS, Central Purchasing, to proceed with the acquisition shall be first requested and obtained. The acquisition process would then be subject to the requirements and documentation in this rule; or
  - c. If the amount of the purchase exceeds \$150,000, the product or service shall be obtained through competitive bidding unless a specific exception is granted by the LCRB.
6. If the district intends to make several purchases of the product of a particular manufacturer or seller for a period not to exceed five years, the district will so state in the solicitation file and in the solicitation document, if any. Such documentation shall be sufficient notice as to subsequent purchases. If the total purchase amount is estimated to exceed \$150,000, this shall be stated in the advertisement for bids or proposals.

## **Findings of Fact/Conclusion of Compliance with Law**

It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts and is reasonably expected to result in substantial cost savings of the district under as required by ORS 279B.085 (3)(a) 279B005.279B.060, 279B065 or 279B,070 as required by ORS 29B085(4). This rule ORS 279B.055(4) requires the district to make a good faith effort to determine that no other sources are available for the specified products. The district maintains open lists from which vendors are contacted for quotations and utilizes electronic means of determining new vendors on an ongoing basis. In addition, the awarding of a contract as described in this special procurement should result in substantial cost savings by virtue of the ability to reduce solicitation costs when it is known that comparable products are not available, or when specifying another product solely to meet a competition requirement might lead to lower initial cost but longer lifetime cost. This special procurement of a class of contracts complies with the requirements of the law.

## **ADVERTISING CONTRACTS, PURCHASE OF**

1. The district may purchase advertising in any media, regardless of dollar amount, without competitive bidding.
2. . The procurement file shall document the reasons why a competitive process was deemed impractical and the resulting contract must be in writing.
3. If the anticipated purchase exceeds \$5,000 \$10,000, the district will publish notice pursuant to OAR 137-047-0300 on the Oregon Procurement Information Network (ORPIN)

## **Findings of Fact**

The district traditionally purchases advertising in newspapers. The following findings relate primarily to newspapers and written publications; however, the district may also purchase advertising for student activities or educational programs in other media, such as radio or television, where these findings apply:

- a. By their nature, media sources are generally unique. Advertisements are placed in a particular source because of the specific audience that source serves;
- b. Competition to furnish advertising space in daily newspapers of general, trade or business circulation in the vicinity of the district is limited;
- c. Cost savings are difficult to quantify where the sources are unique and not interchangeable;
- d. Advertisements may be placed to satisfy legal notice or Board policy requirements;
- e. Other published advertisements or notices, such as routine public notices, personnel recruitment information, etc., are placed in one or more of the publications of general circulation in the local area and other publications, as appropriate;
- f. The communities served by the district rely upon its use of the local daily newspaper as a central source of news and information regarding district activities;
- g. It is unknown whether contracts for advertisements placed with radio, television or other broadcast media are going to result in cost savings if not placed for competitive bid or request for proposal (RFP). If possible savings could be obtained through competitive means, the district would attempt to obtain competitive quotes or bids, as appropriate.

## **Conclusion of Compliance with Law**



Due to limited competition and unique nature of sources, it is unlikely that this class special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts. Further, any contracts awarded under this class special procurement would result in a cost savings available to the district where the district can achieve volume savings through contracts for advertising with a particular media source, or otherwise substantially promote the public interest.

## **ADVERTISING CONTRACTS, SALE OF**

The district may sell advertising for district publications and activities, regardless of dollar amount, without competitive bidding, including school newspapers, yearbooks, athletic programs, drama or music programs and the like.

### **Findings of Fact**

Sales of advertising for student activities are generally other fund revenues, where student groups solicit advertisements from local businesses to help with the cost of the activity itself. A common example is the sale of advertising in school newspapers and yearbooks. The circulation of the newspaper and yearbook is limited to the students, teachers, parents and interested members of the community associated with the activities of that particular school. Due to the limited circulation and audience, the businesses that participate by purchasing advertising do so partly in the spirit of good will. Any business is welcome to place an advertisement in the school newspaper or yearbook; all it needs to do is to contact any district school which publishes one. The district itself would not achieve any increased revenue to the general fund by seeking competitive bids or proposals for such advertising. This holds true for other student activities, such as athletics, drama or music events and the like.

### **Conclusion of Compliance with Law**

These findings indicate that it is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts. Any business or individual who wishes to advertise in this manner may do so by simply contacting the student group responsible for the activity.

The sale of advertising for student activities such as school newspapers, yearbooks, athletic, drama or music programs would not benefit from competitive procurement. Such a requirement would place an unnecessary burden on the student group's activity and there is no financial advantage to the district in doing so. Consequently, the cost savings test is not an issue.

## **EQUIPMENT REPAIR AND OVERHAUL**

1. The district may enter into a public contract for equipment repair or overhaul without competitive bidding, subject to the following conditions:
  - a. Service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing; or
  - b. Service or parts required are for sophisticated equipment for which specially trained personnel are required and such personnel are available from only one source; and

- c. The purchase is made within the limits and pursuant to the methods in subsection B. of this rule.

2. The following limitations apply to this rule:

- a. If the contract is less than or equal to \$150,000, the school or department shall submit in writing to the superintendent or designee the reasons why competitive bids or quotes are deemed to be impractical. The superintendent or designee will accordingly document in its procurement file and may enter directly into the contract;
- b. If the school or department official thinks the contract may exceed \$150,000, he/she shall submit in writing to the superintendent or designee the reasons why competitive bidding is deemed to be impractical and a description of the cost savings to be obtained by an special procurement. The superintendent or designee may prepare a specific request for the anticipated contract to be obtained through special procurement procedures to submit to the LCRB for approval.

**Findings of Fact**

- a. The need for equipment repair or overhaul cannot be anticipated by district staff. If a piece of equipment is broken or not working properly, the district incurs cost of downtime, possible replacement equipment rental fees, staff time and other inconveniences or liabilities to its programs.
- b. Generally, there are a limited number of vendors who are able to perform repair or overhaul on a particular piece of equipment because of its make or manufacture. Sophisticated equipment may require specially trained personnel available from only one source. Often, a piece of equipment will have a partial warranty in place which will guarantee some savings to the district in the parts and/or labor needed to do the repair or overhaul. This warranty savings may only be achieved if the original manufacturer or provider of the equipment performs the necessary repair or overhaul.
- c. The dollar limits on the use of this special procurement procedure ensure that when the cost of the equipment repair or overhaul is expected to exceed \$150,000, the district will either seek formal competitive bids or, if that is not practical or cost effective, obtain a specific special procurement procedure from the LCRB to proceed with the purchase of the needed repair or overhaul.

**Conclusion of Compliance with Law**

It is unlikely that this special procurement procedure will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts because the dollar limits incorporated into this special procurement when the anticipated costs exceed \$150,000, insure the district will seek formal competitive bids and proposals. If the formal process is not practical, the district will obtain a specific exemption from the LCRB to proceed with the purchase of the needed repair or overhaul.

The awarding of public contracts under this special procurement will result in a cost savings to the district, as required by ORS 279B.085 (3)(b), because the district incurs direct and indirect costs from the moment equipment breaks down or becomes unusable. This special procurement only applies to equipment already owned by the district and does not provide for the purchase of new equipment. The district must be able to purchase necessary services and parts as quickly as possible in order to minimize equipment downtime and potential costs during that downtime.



## **COPYRIGHTED MATERIALS**

The district may, without competitive bidding and regardless of dollar amount, purchase copyrighted materials where there is only one known supplier available for such goods. Examples of copyrighted materials covered by this special procurement procedure may include, but are not necessarily limited to, newly adopted textbooks/instructional materials, workbooks, curriculum kits, reference materials, audio and visual media and non-mass-marketed software from a particular publisher or their designated distributor.

### **Findings of Fact**

1. By their nature, copyrighted materials are protected for the use of a single owner. Copyrighted materials may not be duplicated by others without the copyright owner's permission or license. Copyrights are established and regulated under federal law.
2. Often, copyrighted materials are produced by only one supplier who may be the owner of the copyright or his/her licensee. Textbooks/Instructional materials are examples of copyrighted materials that the District purchases through a sole source. Textbooks/Instructional materials are adopted through a statewide process under the authority of the Oregon Department of Education. A textbook/instructional material adoption defines the various materials which the district will purchase for use in its educational programs.

The district purchases its textbooks/instructional materials through the Northwest Textbook Depository. This practice enables the regional textbook depository to purchase and warehouse textbooks/instructional materials in conformance with adoptions made in the states of their region. The result is that savings are achieved through the depository's combined purchases on behalf of member districts. Freight costs for individual districts are reduced by the bulk purchases of the depository and the depository takes on the cost of stocking and warehousing enough to meet each member district's needs.

The system of textbook/instructional materials distribution enables the district to participate in the largest possible bulk purchasing activity of adopted textbooks/instructional materials in the region. This ensures a cost savings to the district. A savings that would be jeopardized if the district was to act as an individual purchaser.

### **Conclusion of Compliance with Law**

This special procurement will not encourage favoritism or substantially diminish competition in the awarding of public contracts. The production and distribution of copyrighted materials is controlled by the owner of the copyright and may only be permitted through a sole source. The district has no control over this.

The awarding of contracts pursuant to this special procurement will result in a cost savings to the district when it needs to purchase copyrighted materials and there is only one known supplier for such goods, or otherwise substantially promote the public interest.

## **PRODUCT PREQUALIFICATION**

1. When specific design or performance specifications must be met or such specifications are impractical to create or reproduce for a type of product to be purchased, the district may specify a list of approved or qualified products by reference to the prequalified product(s) of particular manufacturers or vendors in accordance with the following product prequalification procedure:
  - a. The district will make reasonable efforts to notify all known manufacturers and vendors of competing products of the district's intent to compile a list of prequalified products. The notice will explain the opportunity manufacturers and vendors of competing products will have to apply to have their product(s) included on the district's list of prequalified products. At its discretion, the district may provide notice by advertisement in a trade paper of general statewide circulation or other appropriate trade publication; or instead of advertising, the district may provide written notice to those manufacturers and vendors appearing on the appropriate list maintained by the district; and
  - b. The district will accept manufacturer and vendor applications to include products in the district's list of prequalified products up to 15 calendar days prior to the initial advertisement for bids or proposals for the type of product to be purchased, unless otherwise specified in the advertisement or in the district's written notice.
2. If the district denies an application for including a product on a list of prequalified products, the district shall promptly provide the applicant with a written notice of the denial and include the reason for denial. The applicant may submit a written appeal within seven calendar days to the district business manager to request review and reconsideration of the denial.

## **Findings of Fact**

1. There are occasions when the district needs to establish a list of prequalified products before it invites bids or proposals to furnish the products. The district may have a specific performance or design need, but it is impractical for the district to create a specification for the type of products to be purchased. An example is audiovisual equipment. There is a tremendous variety of audiovisual products offered in the market. The equipment technology is complex and constantly changing. It would be very burdensome and time consuming for the district to generate nonbrand name, generic performance specifications for such equipment every time it wants to make a purchase.

Also, competition would be poorly served because bidders and proposers would not know in advance whether their offered product would meet the general specification substantially enough to be considered a responsive offer. The decision to make an award would be slow, because each product offered would have to be analyzed against the district's specification. Slowdown in the award process affects both bidders, who are asked to hold their bids open until award is made, and district programs, because staff are not able to order the equipment they need until the contract is awarded.

In this case, it might be more cost effective and efficient for the district to prequalify products and establish a list of approved products before invitations to bid are sent out. The prequalification process can be done some time before the need for a new contract. Once the prequalified product list is established, the bidding and contract award process can go quickly and smoothly.

2. A second occasion when prequalification of products will be useful is when the specific design or performance specifications for a product are so exacting that the district must have time to carefully consider what is offered in the market that may or may not meet the specifications and, if necessary, reconsider its options before issuing an invitation to bid.
3. This rule sets out a process of prequalification which requires the use of advertisement or other appropriate means to notify vendors of competing products of their opportunity to submit items for prequalification. The district maintains vendor mailing lists which are open to all interested vendors. The district uses these lists routinely to notify vendors of its intentions to prequalify products or to invite bids on products.
4. This includes a 15-day time limit between the closure of a prequalification list and a related invitation to bid. This time factor ensures that vendors have a reasonable time to apply to include their products on a prequalified product list.
5. Subsection B. of this rule provides vendors with an appeal process to follow if their application for prequalification is denied.

### **Conclusion of Compliance with Law**

Where prequalification of products is appropriate, it is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or diminish competition for such contracts. There are several safeguards in the rule to prevent this, including notice, advertising, time and appeal process requirements to ensure that vendors are given a fair and open opportunity to participate in the prequalification process.

The prequalification of products process is a time-consuming effort for the district. It is not a shortcut procurement method. The district would use this method only after balancing cost-saving considerations, such as the ability of the district to create or generate nonbrand name generic specifications for types of products or the need for lengthy product evaluation prior to contract award. If the prequalification method is chosen, it will result in a cost savings to the district because the normal method of product selection is too cumbersome and costly to pursue, or otherwise substantially promote the public interest.

### **REQUIREMENTS CONTRACTS (BLANKET PURCHASE ORDERS, PRICE AGREEMENTS)**

1. The business manager, on behalf of the district, may establish requirements contracts for the purposes of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, combining district requirements for volume discounts, standardization among schools and departments and reducing lead time for ordering.
2. The district may enter into a requirements contract (also known as a blanket purchase order or price agreement) whereby it is agreed to purchase goods or services for an anticipated need at a predetermined price or price discount from a price list, provided the contract is let by a competitive procurement process pursuant to the requirements of the public contracting code and these rules.
3. Once a requirements contract is established, schools and departments may purchase the goods and services from the awarded contractor without first undertaking additional competitive solicitation.

4. Schools and departments shall use requirements contracts established by the district, unless otherwise specified in the contract, allowed by law or these rules or specifically authorized by the superintendent or designee.
5. Under the authority of ORS 279A.025 and 279B.085, the district may use the requirements contract entered into by another Oregon public agency when:
  - a. The original contract met the requirements of public contracting code; and
  - b. The original contract allows other public agency usage of the contract; and
  - c. The original public contracting agency concurs and this is documented by a written interagency agreement between the district and the agency.
6. The term of any district requirements contract, including renewals, shall not exceed five years unless otherwise permitted under the public contracting code.

### **Findings of Fact**

1. This rule permits the district to enter into requirements contracts, in which the vendor agrees to provide specified goods and services over the term of the contract at the bid price or discount rate. A requirements contract is useful when the purchase of the goods or services are routine and repetitive. For example, school, office, custodial and facilities maintenance supplies are customarily purchased through requirements contracts.
2. Requirements contracts are a common method of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, obtaining volume discounts, standardizing usage among schools and departments and reducing lead time for ordering.
3. The district establishes requirements contracts as a result of open competitive bidding or RFP processes, unless otherwise permitted under the public contracting code.
4. The district limits the term of requirements contracts, including all renewal options, to a maximum of five years before competitive rebidding must be done, unless otherwise permitted under the public contracting code.
5. The district may use the requirements contracts established by other public agencies, subject to certain conditions of state law, Board policy and administrative regulation.

### **Conclusion of Compliance with Law**

It is unlikely that this special procurement will result in favoritism in the awarding of public contracts or diminish competition for such contracts. The district will only enter into requirements contracts which result from open competitive bidding processes. This condition applies also to the use of requirements contracts established by other public contracting agencies.

The awarding of district requirements contracts will result in a cost savings to the district, or otherwise substantially promote the public interest. It would be costly and inefficient to make routine, repetitive purchases of goods and services through individual transactions. Also, the guaranteed volume of a requirements contract allows the District to get better prices from bidders.

## **USED PERSONAL PROPERTY OR EQUIPMENT, PURCHASE**

1. Subject to the provisions of this rule, the district may purchase used property or equipment without obtaining competitive bids or quotes, if the district has determined that the purchase will result in cost savings to the district and will not diminish competition or encourage favoritism. "Used personal property or equipment" is property or equipment which has been placed in its intended use by a previous owner or user for a period of time recognized in the relevant trade or industry as qualifying the personal property or equipment as "used" at the time of district purchase. Used personal property or equipment generally does not include property or equipment if the District was the previous user, whether under a lease, as part of a demonstration, trial or pilot project or similar arrangement.
2. For purchases of used personal property or equipment costing less than or equal to \$150,000, the district shall, where feasible, obtain three competitive quotes unless the district has determined and documented that a purchase without obtaining competitive quotes will result in cost savings to the district and will not diminish competition or encourage favoritism.
3. For purchases of used personal property or equipment totaling \$150,000 or more, the district shall attempt to obtain three competitive quotes. The district will keep a written record of the source and amount of quotes received. If three quotes are not available, a written record must be made of the attempt to obtain quotes.

### **Findings of Fact**

1. The district is responsible to manage expenditures in the best interests of the public. Cost savings can be achieved through the procurement of used property and equipment. The district purchases used property and equipment when it meets the district's needs and is cost effective. Considerations include type, quality, quantity and estimated useful life of the used item.
2. Used equipment and property becomes available sporadically and without notice. Used equipment and property is generally sold on a first-come, first-served basis. When used property or equipment does become available, the district must be able to respond immediately in order to obtain the property or equipment.
3. Some types of property or equipment may not be readily available in the new goods market. The district may have to look for used items to fill the need.
4. Competition to provide used property and equipment may be very limited and inconsistent, depending on the type of product.
5. The district maintains vendor lists which include information on whether a vendor provides used property or equipment. These lists are open to all vendors.



## **Conclusion of Compliance with Law**

It is unlikely that this special procurement will encourage favoritism in the award of public contracts or substantially diminish competition for such contracts. The purchase of used property or equipment depends on an inconsistent, sporadic market. When a used item is available, there is often little competition available. Sources for used items of the type, quality and quantity required by the district are inconsistent. This rule requires the district to attempt to obtain and document quotes as appropriate to the dollar amount of the purchase. If the anticipated purchase is over \$150,000, the district will advertise its need.

The use of this special procurement will result in a cost savings to the district, or otherwise substantially promote the public interest. The cost of used equipment or property is generally substantially less than that of new. Savings of 20 percent to 50 percent are not uncommon. Used equipment can provide good value to the district and help ensure the continuation of district services and programs.

## **INFORMATION TECHNOLOGY CONTRACTS**

The district may enter into a contract to acquire information technology hardware and software without competitive bidding subject to the following conditions:

1. If the contract amount does not exceed \$150,000, the district shall attempt to obtain three competitive quotes pursuant to the rules governing Intermediate Procurements. The quotes, reasons why three quotes were not available and the justification for award shall be documented and retained in the procurement file.
2. If the contract amount exceeds \$150,000, the district shall determine and use the best procurement method, pursuant to the public contracting code and these rules, and shall solicit written proposals in accordance with the requirements of the Attorney General's Model Public Contract Rules. The district shall document the evaluation and award process, which will be part of the public record justifying the award;
3. If the amount of the contract is estimated to exceed \$150,000, the district shall provide proposers an opportunity to review the evaluation of their proposals before final selection is made.

## **Findings of Fact**

1. Rapid changes in technology make it necessary for the district to be able to purchase needed computer equipment quickly.
2. Pricing for high-technology equipment also changes rapidly. It is frequently possible to take advantage of frequent price changes in the marketplace in the purchase of computer equipment.
3. There is generally sufficient competition among vendors of information technology hardware and software for district business.
4. The district will follow rules governing special procurements and obtain at least three informally solicited quotes for purchases less than or equal to \$150,000.
5. If the district requires a brand name or sole source product, the district will follow its rule governing

Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section I., to procure it.

### **Conclusion of Compliance with Law**

It is unlikely that this special procurement will encourage favoritism in the award of district contracts or substantially diminish competition for district contracts. The purchase of information technology hardware and software will be made in accordance with other competitive bidding rules contained in this administrative regulation. If the anticipated purchase is over \$150,000, the district will advertise its need.

The use of this special procurement will result in a cost savings to the district, or otherwise substantially promote the public interest. Competition will be encouraged at all dollar levels of purchase of information technology hardware and software. This rule gives the district some flexibility in selecting the method of competitive procurement but requires adherence to the rule on brand name or sole source acquisitions if those situations occur.

### **TELECOMMUNICATIONS SYSTEMS - HARDWARE AND SOFTWARE CONTRACTS**

1. The district may enter into a contract to acquire telecommunications system hardware and software, without competitive bidding, subject to the following conditions:
  - a. If the contract amount does not exceed \$150,000, the district shall attempt to obtain three competitive quotes pursuant to the rules governing Intermediate Procurements. The quotes, reasons why three quotes were not available and the justifications for award shall be documented and retained in the procurement file.
  - b. If the contract amount exceeds \$150,000, the district shall determine and use the best procurement method, pursuant to the public contracting code and these rules and shall solicit written proposals in accordance with the requirements of Chapter 137, Divisions 047 and 049 of the Attorney General's Model Public Contract Rules.
2. The telecommunications solicitation authorized in subsection 1.a. of these rules shall:
  - a. State the contractual requirements in the solicitation document;
  - b. State the evaluation criteria to be applied in awarding the contract and the role of any evaluation committee. Criteria that would be used to identify the proposal that best meets the district's needs may include, but are not limited to, cost, quality, service and support, compatibility, product or system reliability, vendor viability and financial stability, operating efficiency and expansion potential;
  - c. State the provisions made for bidders or proposers to comment on any specifications which they feel limit competition; and
  - d. ~~Be advertised in accordance with applicable provisions of the public contracting code.~~

## **Findings of Fact**

1. Rapid changes in technology make it necessary for the district to be able to purchase needed telecommunications hardware and software quickly.
2. Since deregulation, there is generally adequate competition among vendors of telecommunication hard-ware and software to allow the district to make competitive purchases.
3. Pricing for telecommunications hardware and software also changes frequently. It is important for the district to take advantage of price competition in the marketplace.
4. The district will follow procedures governing special procurements and document reasonable efforts to obtain at least three informally solicited quotes for purchases over \$5,000 but less than or equal to \$150,000.
5. If a purchase of telecommunications hardware or software is expected to cost more than \$150,000, the district will use a formal competitive bidding or proposal process in accordance with these rules and the Attorney General's Model Public Contract Rules.
6. There are also times when the district needs to purchase specific items that are compatible with current equipment. On these occasions, the district will follow its rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section I., to make the purchase.

## **Conclusion of Compliance with Law**

It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts. The purchase of telecommunications hardware and software will be made in accordance with other competitive bidding rules herein. If the anticipated purchase is over \$150,000, the district will advertise its need.

The use of this special procurement will result in a cost savings to the district, or otherwise substantially promote the public interest. Competition will be encouraged at all dollar levels of purchase of telecommunications hardware and software. This rule gives the district some flexibility in selecting the method of competitive procurement but requires adherence to the rule on brand name or sole source acquisitions if those situations occur.

## **TELECOMMUNICATIONS SERVICES**

1. The district shall secure the most competitive, cost-effective telecommunications services of the quality needed to meet all service performance requirements while minimizing administrative and service delivery costs. The district will use routine purchasing procedures whenever possible, but if necessary, the district can consider alternative procurement methods in accordance with this rule.

The district will generally follow the normal competitive procurement processes in obtaining telecommunications services. This process will only be used if necessary where there is a lack of sufficient competition to furnish needed services.

2. In determining the appropriate procurement method for telecommunications services, the district shall comply with the requirements of ORS 291.038 and determine whether competition exists. In determining whether competition exists, the district may consider the following factors:
  - a. The extent to which alternative providers exist in the relevant geographic and service market; the greater area of Linn County;
  - b. The extent to which alternative services offered are comparable or substitutable in technology, service provided and performance. For example, if the district requires digital services, analog services are not comparable or substitutable. If the district requires fiber optic technology, then copper, microwave or satellite transmission technology may not be comparable or substitutable;
  - c. The extent to which alternative providers can respond to the district's interest in consistency and continuity of services throughout its service area, volume discounts, equitable service for all users, centralized management and limiting district liability. For example, to be considered as the district's long-distance service provider, any long-distance service vendor must be able to meet, support and interface with the district's centralized automated billing requirements. The district must document for the record its findings on these factors or any other factors used in determining whether competition exists. In developing its findings, the district may solicit the information either through informal telephone or written contacts or through a formal solicitation such as an RFP.
3. If the district determines that competition does not exist in the area for the relevant service, the district may proceed to secure the service on a sole source basis, as described in the district's rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section I.

#### **Findings of Fact**

1. Since deregulation, there is generally adequate competition among vendors of telecommunication services to allow the district to make competitive procurements.
2. Since there is competition, price competition exists in the marketplace. It is important for the district to take advantage of existing competition.
3. The district will follow its rules governing special procurements and document reasonable efforts to obtain at least three informally solicited quotes for purchases less than or equal to \$150,000.
4. If a purchase of service is expected to cost more than \$150,000, the district will use a formal competitive bidding or proposal process in accordance with these rules and the Attorney General's Model Public Contract Rules.
5. There may be occasions where there is limited competition that can furnish telecommunications services of the quality and extent required by district operations. In such instances, the district will follow this rule and also its rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section I., to procure needed services from the sole source.



## **Conclusion of Compliance with Law**

It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts. Routinely, the purchase of telecommunications services will be made in accordance with other competitive bidding rules contained in this administrative regulation. If the anticipated purchase is over \$150,000, the district will advertise its need, issue a written solicitation document and invite written bids or proposals to be furnished in response.

There may be circumstances, however, where sufficient competition does not exist in the relevant geographic and service market area. In such cases, the district will follow this rule in determining whether sufficient competition exists to make a competitive procurement.

The use of this special procurement will result in a cost savings to the district, or otherwise substantially promote the public interest. Competition will be encouraged at all dollar levels of purchase of telecommunications hardware and software. This rule gives the district some flexibility in selecting the method of competitive procurement but requires adherence to the rule on brand name or sole source acquisitions if those situations occur. The rule also states the steps to be taken to document situations where sufficient competition may not exist and a sole source purchase needs to be made.

## **HAZARDOUS MATERIAL REMOVAL; OIL CLEANUP**

1. The district may enter into public contracts without competitive bidding, regardless of dollar amount, when ordered to clean up oil or hazardous waste pursuant to the authority granted to the Oregon Department of Environmental Quality (DEQ) under ORS Chapter 466, especially ORS 466.605 through 466.680. In exercising its authority under this exemption, the district shall:
  - a. To the extent reasonable under the circumstances, encourage competition by attempting to make informal solicitations or to obtain informal quotes from potential suppliers of goods and services;
  - b. Make written findings describing the circumstances that require the cleanup or maintain a copy of the DEQ order for the cleanup;
  - c. Record the measures taken under A.1. of this rule to encourage competition, the amount of the quotes or proposals obtained, if any, and the reason for selecting the contractor to whom award is made.
2. The district shall not contract pursuant to this special procurement in the absence of an order from the DEQ to clean up a site which includes a time limit that would not allow the district to hire a contractor under normal competitive bidding procedures. Goods and services to perform other hazardous material removal or cleanup will be purchased in accordance with normal competitive bidding procedures as described in Board policy with this administrative regulation.

## **Findings of Fact**

1. When the DEQ orders a public agency to remove or clean up hazardous material or oil, the public agency must respond within a very short time, which is stated in the DEQ order. This time period does not generally allow the agency to take the time necessary to solicit written bids or proposals for the work to be performed. The district would be liable for any delay in responding to DEQ orders to perform hazardous material removal or cleanup.

2. This exemption will not be used in those situations where there is no DEQ order to remedy the situation. Routine competitive procurement methods will be used where there is no DEQ order to act immediately. The district maintains open lists of vendors who are interested in providing hazardous material removal and cleanup services. Whenever it needs hazardous material removal or disposal, the district makes use of these lists to solicit quotes, bids or proposals as needed, in addition to advertising the procurement as required.
3. Cost savings are achieved through this exemption because the district can be liable for DEQ penalties and fines if it does not timely remove hazardous materials or oil as ordered. There is also serious risk in these situations that property damage or personal injury could result if the district is slow to act.

### **Conclusions of Compliance with Law**

It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts as required by ORS 279B.085 (3)(a). If it is under DEQ order to act immediately, the district will still attempt to obtain competitive quotes for the work to be performed as it has the ability and time to do so. Unless the district is faced with the quasi-emergency situation of a DEQ order to remove or clean up hazardous waste or oil, it will follow normal competitive procedures to obtain these services.

The award of public contracts pursuant to this special procurement will result in a cost savings to the district in these situation, as required by ORS 279B.085 (3)(b), because the district must comply with the law and avoid and minimize risk to persons and property. Where possible, it will seek competitive quotes for the work to be performed and will award the contract to the lowest, responsive and responsible bidder.

### **RENEGOTIATION OF EXISTING CONTRACTS**

1. The district may amend or renegotiate contracts with existing vendors, service providers or other parties subject to the limitations of this rule.
2. The district has determined that value engineering, specialized expertise required, public safety or technical complexity, generally do not apply to this special procurement procedure.
3. The renegotiated contract falls within a current special procurement procedure, but if not the LCRB must approve a separate special procurement.
4. The district may renegotiate certain terms, but they must not unreasonably alter the scope of the original contract.

## Findings of Fact

1. The LCRB may amend contracts when it is in the best interest of the district. The superintendent and/or other designee, acting on behalf of the LCRB, may renegotiate certain provisions, including:
  - a. Price;
  - b. Term;
  - c. Delivery and shipping;
  - d. Order size;
  - e. Substitution;
  - f. Warranties;
  - g. On-line ordering systems;
  - h. Price adjustments;
  - i. Produce availability;
  - j. Product quality; or
  - k. Reporting requirements, or
  - l. Discounts.

Any contract amendment will be supported by legal consideration when necessary to validate the amended provision.

2. The amended terms must be within a reasonable scope of the original contract, but not fundamentally alter the agreement or nature of goods or services. Districts may, however, request functionally equivalent substitutes for goods or services in the original contract.
3. The contract as a whole must be more favorable to the individual needs of the district to justify renegotiation. Cost may be a factor in determining what is a favorable change to the original contract, but the district may use factors other than cost that demonstrate that the amended contract is more favorable to the unique needs of the district.

## Conclusion of Compliance with Law

This special procurement will not encourage favoritism or substantially diminish competition in awarding public contracts because it already exists as a contract awarded in compliance with the district's special procurement and public contracting code.

The awarding of contracts under this special procurement will result in cost savings to the district when it need to renew its original contract with vendors, service providers or other parties, or otherwise substantially promote the public interest.

## EXEMPTIONS FROM COMPETITIVE BIDDING

All public contracts shall be based upon competitive bids or proposals, except the following:

1. Contracts which have been specifically exempted under ORS 279A.025 and 279C.335; and
2. Contracts covered by the class exemptions in the following set of rules developed pursuant to ORS 279C.335 (2) and (5) and based on Oregon Administrative Rules, Chapter 137, Divisions 46 through 49.

The Board, acting as the Local Contract Review Board (LCRB) for the district, has made the findings required by ORS 279C.330 , ORS 279C.335 and ORS 279C.345 and determined that awarding a contract under this exemption is unlikely to encourage favoritism or substantially diminish competition for the public contract and will result in a cost savings to the district and other substantial benefits. Only these findings are required for each class or individual contract exemption, unless the LCRB specifically excludes a finding or includes an additional finding.

In approving a finding under this section, the local contract review board shall consider the type, cost and amount of the contract and, to the extent applicable to the particular public improvement contract or class of public improvement contracts, the following:

1. How many persons are available to bid;
2. The construction budget and the projected operating costs for the completed public improvements;
3. Public benefits that may result from granting the exemption;
4. Whether value engineering techniques may decrease the cost of the public improvement;
5. The cost and availability of specialized expertise that is necessary for the public improvement;
6. Any likely increases in public safety;
7. Whether granting the exemption may reduce risks to the district or the public that are related to the public improvement;
8. Whether granting the exemption will affect the sources of funding for the public improvement;
9. Whether granting the exemption will better enable the district to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement;
10. Whether granting the exemption will better enable the district to address the size and technical complexity of the public improvement;
11. Whether the public improvements involves new construction or renovates or remodels an existing structure;
12. Whether the public improvement will be occupied or unoccupied during construction;



13. Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions; and
14. Whether the district has or has retained under contract, and will use district personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the district will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract.

#### **BRAND NAMES OR PRODUCTS, "OR EQUAL," SINGLE SELLER AND SOLE SOURCE**

1. The district may purchase brand names or products from a single seller or sole source without competitive bidding subject to the limitations of this rule.
2. The district has determined that value engineering, specialized expertise required, public safety or technical complexity, generally do not apply to this exemption.
3. Solicitation specifications for public contracts of the district shall not expressly or implicitly require any product of any particular manufacturer or seller except as expressly authorized in subsections D. and E. of this rule.
4. The district may specify a particular brand name, make or product suffixed by "or equal," "or approved equal," "or equivalent," "or approved equivalent" or similar language if there is no other practical method of specification after documenting the procurement file with the following:
  - a. A brief description of the solicitation(s) to be covered, including contemplated future purchases;
  - b. The brand name, mark or product to be specified; and
  - c. The reasons the district is seeking this procurement method, which shall include any of the following findings:
    - (1) It is unlikely that specification of the brand name, mark or product will encourage favoritism in the award of the public contracts or substantially diminish competition; or
    - (2) Specification of the brand name, mark or product would result in cost savings to the agency;
    - (3) **There is only one manufacturer or seller of the product of the quality, performance or functionality required; or**
    - (4) Efficient utilization of existing equipment or supplies requires the acquisition of compatible equipment or supplies.
  - d. The district shall make reasonable effort to notify all known suppliers of the specified product and invite such vendors to submit competitive bids or proposals.
5. The district may purchase a particular product or service available from only one source, after documenting the procurement file with the district's findings of current market research to support the determination that the product is available from only one seller or source. The district's findings shall include:
  - a. A brief description of the contract or contracts to be covered, including contemplated future purchases;

- b. Description of the product or service to be purchased; and
  - c. The reasons the district is seeking this procurement method, which shall include any of the following:
    - (1) Efficient utilization of existing equipment or supplies requires the acquisition of compatible equipment, supplies or services; or
    - (2) The required product is data processing equipment which will be used for research where there are requirements for exchange of software and data with other research establishments; or
    - (3) The particular product is for use in a pilot or an experimental project.
    - (4) The goods or services are available from only one source.
6. The district may specify a product or service available from only one manufacturer but available through multiple sellers, after documenting the procurement file with the following information:
- a. If the total purchase is over \$5,000 \$10,000 but does not exceed \$100,000, and a comparable product or service is not available under an existing state cooperative purchasing contract, competitive quotes shall be obtained by the district and retained in the procurement file;
  - b. If the purchase does not exceed \$100,000, and the comparable product or service is available under an existing state cooperative purchasing contract, authorization from DAS, Central Purchasing, to proceed with the acquisition shall be first requested and obtained. Once authorization has been received the district may proceed with the acquisition subject to the requirements of this rule; or
  - c. If the amount of the purchase exceeds \$100,000, the product or service shall be obtained through competitive bidding unless a specific exemption is granted by the LCRB.
7. If the district intends to make several purchases of the product of a particular manufacturer or seller for a period not to exceed five years, the district will so state in the solicitation file and in the solicitation document, if any. Such documentation shall be sufficient notice as to subsequent purchases. If the total purchase amount is estimated to exceed \$100,000, this shall be stated in the advertisement for bids or proposals.

## **Findings of Fact/Conclusion of Compliance with Law**

It is unlikely that this process will encourage favoritism in the award of public contracts or substantially diminish competition for such contracts, as required by ORS 279C.335 (2)(a).

This class exemption applies only to contracts under a limited dollar amount, and then, only after efforts to obtain competitive quotes are made, or other methods have been employed to ensure that competitive means are used if available. The district maintains open lists from which vendors are contracted for quotations. In addition, as required by ORS 279C.335 (2)(b) award of a public contract subject to the above described exemption should result in substantial cost savings or other substantial benefits to the district by virtue of the ability to reduce solicitation costs when it is known that comparable products are not available, or when specifying another product solely to meet a competition requirement might lead to lower initial cost but longer lifetime cost.

## **PRODUCT PREQUALIFICATION**

1. When specific design or performance specifications must be met or such specifications are impractical to create or reproduce for a type of product to be purchased, the district may specify a list of approved or qualified products by reference to the prequalified product(s) of particular manufacturers or vendors in accordance with the following product prequalification procedure:
  - a. The district will make reasonable efforts to notify all known manufacturers and vendors of competing products of the district's intent to compile a list of prequalified products. The notice will explain the opportunity manufacturers and vendors of competing products will have to apply to have their product(s) included on the district's list of prequalified products. At its discretion, the district may provide notice by advertisement in a trade paper of general statewide circulation or other appropriate trade publication; or instead of advertising, the district may provide written notice to those manufacturers and vendors appearing on the appropriate list maintained by the district; and
  - b. The district will accept manufacturer and vendor applications to include products in the district's list of prequalified products up to 15 calendar days prior to the initial advertisement for bids or proposals for the type of product to be purchased, unless otherwise specified in the advertisement or in the district's written notice.
2. The district has determined that special expertise required, generally, does not apply to this rule.
3. If the district denies an application for inclusion of a product on its list of prequalified products, the district shall promptly provide the applicant with a written notice of the denial and include the reason for denial. The applicant may submit a written appeal within 7 calendar days to the district business manager to request review and reconsideration of the denial.



## **Findings of Fact**

1. There are occasions when the district needs to establish a list of prequalified products before it invites bids or proposals to furnish the products. The district may have a specific performance or design need, but it is impractical for the district to create a specification for the type of products to be purchased. An example is audiovisual equipment. There is a tremendous variety of audiovisual products offered in the market. The equipment technology is complex and constantly changing. It would be very burdensome and time consuming for the district to generate nonbrand name, generic performance specifications for such equipment every time it wants to make a purchase.

Also, competition would be poorly served because bidders and proposers would not know in advance whether their offered product would meet the general specification substantially enough to be considered a responsive offer. The decision to make an award would be slow, because each product offered would have to be analyzed against the district's specification. Slowdown in the award process affects both bidders, who are asked to hold their bids open until award is made, and district programs, because staff are not able to order the equipment they need until the contract is awarded.

In this case, it might be more cost effective and efficient for the district to prequalify products and establish a list of approved products before invitations to bid are sent out. The prequalification process can be done some time before the need for a new contract. Once the prequalified product list is established, the bidding and contract award process can go quickly and smoothly.

2. A second occasion when prequalification of products will be useful is when the specific design or performance specifications for a product are so exacting that the district must have time to carefully consider what is offered in the market that may or may not meet the specifications and, if necessary, reconsider its options before issuing an invitation to bid.
3. This rule sets out a process of prequalification which requires the use of advertisement or other appropriate means to notify vendors of competing products of their opportunity to submit items for prequalification. The district maintains vendor mailing lists which are open to all interested vendors. The district uses these lists routinely to notify vendors of its intentions to prequalify products or to invite bids on products.
4. This includes a 15-day time limit between the closure of a prequalification list and a related invitation to bid. This time factor ensures that vendors have a reasonable time to apply to include their products on a prequalified product list.
5. Subsection 3. of this rule provides vendors with an appeal process to follow if their application for prequalification is denied.

## **Conclusion of Compliance with Law**

Where prequalification of products is appropriate, it is unlikely that this exemption will encourage favoritism in the awarding of public contracts or diminish competition for such contracts as required by ORS 279C.335 (2)(a). There are several safeguards in the rule to prevent this, including notice, advertising, time and appeal process requirements to ensure that vendors are given a fair and open opportunity to participate in the prequalification process.



The prequalification of products process is a time-consuming effort for the district. It is not a shortcut procurement method. The district would use this method only after balancing cost-saving considerations, such as the ability of the district to create or generate nonbrand name generic specifications for types of products or the need for lengthy product evaluation prior to contract award. If the prequalification method is chosen, it will result in a cost savings and other substantial benefits to the district as required by ORS 279C.335 (2)(b) because the normal method of product selection is too cumbersome and costly to pursue.

## **REQUEST FOR PROPOSAL**

The district may, at its discretion, use RFP competitive procurement methods subject to the following conditions:

1. The procurement is advertised and a written solicitation document is issued that invites the submission of sealed, written offers to be opened publicly at a designated time and place; and
2. Contractual requirements are stated clearly in the solicitation document; and
3. Evaluation criteria and weighting factors to be applied in awarding the contract and the role of an evaluation committee are stated clearly in the solicitation document. Criteria used to identify the proposal that best meets the district's needs may include, but are not limited to, cost, quality, service and support, compatibility, product or system reliability, financial stability, operating efficiency, proposer qualifications and experience; and
4. The solicitation document clearly states all complaint processes and remedies available; and
5. The solicitation document states the provisions for proposers to comment on any specifications that they feel limit competition.

## **Findings of Fact/Conclusion of Compliance with Law**

As the RFP process is an alternate method of competitive selection and not an exemption from the competitive procurement requirements of law, the district has determined that findings of fact are not required. It is unlikely that this process will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts as required by ORS 279C.335 (2)(a). The awarding of contracts pursuant to this process will result in optimal value to the district based on selection by the district of the best competitive proposal that meets the stated evaluative criteria. This meets the test of ORS 279C.335 (2)(b).

## **REQUIREMENTS CONTRACTS (BLANKET PURCHASE ORDERS, PRICE)**

1. The business manager, on behalf of the district, may establish requirements contracts for the purposes of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, combining district requirements for volume discounts, standardization among schools and departments and reducing lead time for ordering.
2. The district has determined that value engineering, specialized expertise required or technical complexity, generally, do not apply to this rule.
3. The district may enter into a requirements contract (also known as a blanket purchase order or price agreement) whereby it is agreed to purchase goods or services for an anticipated need at a predetermined price or price discount from a price list, provided the contract is let by a competitive procurement process pursuant to the requirements of the public contracting code and these rules.
4. Once a requirements contract is established, schools and departments may purchase the goods and services from the awarded contractor without first undertaking additional competitive solicitation.
5. Schools and departments shall use requirements contracts established by the district, unless otherwise specified in the contract, allowed by law or these rules or specifically authorized by the superintendent or designee.
6. Under the authority of ORS 279A.025 and 279C.335, the district may use the requirements contract entered into by another Oregon public agency when:
  - a. The original contract met the requirements of the public contracting code; and
  - b. The original contract allows other public agency usage of the contract; and
  - c. The original public contracting agency concurs and this is documented by a written interagency agreement between the district and the agency.
7. The term of any district requirements contract, including renewals, shall not exceed five years unless otherwise exempted pursuant to ORS 279C.335.

### **Findings of Fact**

1. This rule permits the district to enter into requirements contracts, in which the vendor agrees to provide specified goods and services over the term of the contract at the bid price or discount rate. A requirements contract is useful when the purchase of the goods or services are routine and repetitive. For example, school, office, custodial and facilities maintenance supplies are customarily purchased through requirements contracts.
2. Requirements contracts are a common method of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, obtaining volume discounts, standardizing usage among schools and departments and reducing lead time for ordering.
3. The district establishes requirements contracts as a result of open competitive bidding or RFP processes, unless otherwise exempted.

4. The district limits the term of requirements contracts, including all renewal options, to a maximum of five years before competitive rebidding must be done, unless otherwise exempted.
5. The district may use the requirements contracts established by other public agencies, subject to certain conditions of state law, Board policy and administrative regulation.

#### **Conclusion of Compliance with Law**

It is unlikely that this exemption will result in favoritism in the awarding of public contracts or diminish competition for such contracts, as required by ORS 279C.335 (2)(a). The district will only enter into requirements contracts which result from open competitive bidding processes. This condition applies also to the use of requirements contracts established by other public contracting agencies.

The awarding of district requirements contracts will result in a cost savings and other substantial benefits to the district, as required by ORS 279C.335 (2)(b). It would be costly and inefficient to make routine, repetitive purchases of goods and services through individual transactions. Also, the guaranteed volume of a requirements contract allows the district to get better prices from bidders.

#### **WAIVER OF BID SECURITY REQUIREMENTS (PUBLIC IMPROVEMENT CONTRACTS UNDER \$100,000)**

The LCRB may, at its discretion, waive the bid security requirements of ORS 279C.390, if the amount of the contract for the public improvement is less than \$100,000. Although the bid security requirements of ORS 279C.390 are waived for public improvement contracts under \$100,000, the district may impose a bid or quote security requirements for projects under \$100,000, when deemed to be in the best interest of the district.

#### **Findings of Fact/Conclusion of Compliance with Law**

This rule allows the LCRB to waive bid security requirements for certain public improvement contracts. Waiver of the bid security is provided for by statute without a requirement for findings.

#### **WAIVER OF PERFORMANCE AND PAYMENT SECURITY REQUIREMENTS (PUBLIC IMPROVEMENT CONTRACTS UNDER ~~\$25,000~~ \$100,000)**

The LCRB may, at its discretion, waive the performance/payment security requirements of ORS 279C.390 if the amount of the contract for the public improvement is less than ~~\$25,000~~. **\$100,000** Although the performance/payment security requirements of ORS 279C.390 are waived for public improvement contracts less than ~~\$25,000~~ **\$100,000**, the district may impose a performance/payment security requirement for projects less than ~~\$25,000~~ **\$100,000** when deemed to be in the best interest of the district.

#### **Findings of Fact/Conclusion of Compliance with Law**

This rule allows the LCRB to waive performance/payment security requirements for certain public improvement contracts. Waiver of the performance/payment security is provided for by statute without a requirement for findings.



## **PROJECTS WITH COMPLEX SYSTEMS OR COMPONENTS**

1. For contracts for public improvements with significant components that are inherently complex and are also complex to procure through competitive bid, the District may, at its discretion, use RFP competitive procurement methods subject to the conditions described in ORS 279C.400 and conditions enumerated in this exemption.
2. Definitions. For purposes of this exemption only: "Complex Systems" are defined as those systems which incorporate the procurement of materials or other components which are difficult, if not impossible, to create in an "equal" specifications basis for competitive bid. Examples of such systems include but are not limited to, contracts for supplying and installing computerized controls for building heating, venting, air conditioning systems; and contracts for artificial surface outdoor multipurpose athletic fields. "Significant" is intended to mean something more than de minimus, but not necessarily the majority of the project as determined by cost.

### **Finding of Fact/Conclusion of Compliance with the Law**

It is unlikely that this exemption will encourage favoritism in the awarding of the public contracts or substantially diminish competition for such contracts as required by ORS 279C.335 (2)(a). Contracts for public improvements occasionally incorporate the procurement of systems, materials, or other components (complex systems) for which it is extremely difficult to design bid specifications. In these situations, utilization of an RFP process where each of the systems can be evaluated utilizing a number of factors, in addition to price, will result in costs savings and other substantial benefits to the district as required by ORS 279C.335 (2)(b).

ORS 279C enumerates how RFP's are to be used if authorized by the LCRB. This criteria, ensures that competitive means will be used and selection will be fair and impartial. As a result, it is unlikely that this process will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts as required by ORS 279C.335 (2)(a). The awarding of contracts pursuant to this process will result in optimal value to the district based on selection by the district of the best competitive proposal that meets the stated evaluative criteria.

This class exemption is intended to be used for the types of procurements describe in the findings, where the specific system, materials or components represent a significant portion of the project. This class exemption is not intended to be used for CM/GC projects or other methods of alternative procurement unless these projects meet the requirements of this class exemption. The CM/GC and others, not meeting the requirements of this class exemption, may still be procured by RFP, provided that a project or contract specific exemption is promulgated by the LCRB.



# Lebanon Community Schools

Code: **EFAA-AR**

Adopted: 5/6/10

Readopted: 6/16/11, 1/17/13, 11/13/14,  
12/10/15

## **Reimbursable School Meals and Milk Programs (National School Lunch Program, School Breakfast Program, Special Milk Program)**

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

### **Meal Pricing Procedures**

1. The district may operate the Special Milk Program (SMP) at schools where students do not have access to program meals. Under SMP, the district will choose one of the following options:
  - a. Nonpricing (serve SMP milk at no charge to all students);
  - b. Pricing programs without a free option (charge all students for SMP milk); or
  - c. Pricing programs with a free option (distribute confidential applications for free milk and charge only those students for SMP milk who do not qualify for free milk based on the household's application or direct certification from Supplemental Nutrition Assistance Programs (SNAP)).
2. Reimbursable meals will be priced as a unit.
3. Reimbursable meals will be served free or at a reduced price to all children who are determined by the district to be eligible for free or reduced price meals.
4. Annually, the district will establish prices for reimbursable student meals. The price charged to students who do not qualify for free or reduced price meals will be established annually by the district in compliance with state and federal laws.<sup>1</sup>
5. The price charged to students who qualify for reduced price meals will be established annually by the district in compliance with state and federal laws.<sup>2</sup>
6. The district will implement claiming alternative Provision 2 at the following schools under its jurisdiction: Pioneer, Lacombe Hamilton Creek, Riverview, Seven Oak & Lebanon High School for breakfast only.
7. The district will implement claiming alternative Community Eligibility at the following schools under its jurisdiction: Green Acres and Cascades for lunch and breakfast.

<sup>1</sup>The new requirement under Healthy, Hunger-Free Kids Act of 2010, 42 U.S.C. 1751 §§ 205 establishes new criteria for equity in school lunch pricing.

<sup>2</sup>According to Direct Certification and Certification of Homeless, Migrant and Runaway Children for Free School Meals, 7 C.F.R Part 245 (2011).

## **Application Procedures**

8. Households receiving SNAP or Temporary Assistance to Needy Families (TANF) benefits as identified by Oregon Department of Education (ODE), will be automatically eligible for free meals for the students listed on the official document. Districts must access this document at least three times per year.
9. Households that submit a confidential application will be notified of their student's eligibility for free or reduced price meals. Households that are denied free or reduced price benefits will be notified in writing using the ODE template letter distributed to the district annually.
10. On a case-by-case basis, when a student is known to be eligible for free or reduced price meal benefits and the household fails to submit a confidential application, the superintendent or designee may complete an application for the student documenting how he/she knows the household income qualifies the student for free or reduced price meal benefits. Parents of a student approved for free or reduced price benefits, when application is made for the student by a school official, will be notified of the decision and given the opportunity to decline benefits.
11. Students who do not qualify for free or reduced price meals are eligible to participate in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) and will be charged "paid" meal prices set by the district. "Paid" category students will be treated equally to students receiving free or reduced price benefits in every aspect of the district's NSLP and SBP.
12. The district has established a fair hearing process under which a household can appeal a decision with respect to the household's application for benefits or any subsequent reduction or termination of benefits.
13. In the event of major employers contemplating large layoffs in the attendance area of the district, the district will provide confidential applications and eligibility criteria for free and reduced price meals to the employer for distribution to affected employees.

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

1. The district will maintain a nonprofit school nutrition and food service operation.
2. Revenues earned by the school nutrition and food services will be used only for the operation or improvement of NSLP and SBP.
3. Lunch and breakfast meals served to teachers, administrators, custodians and other adults not directly involved with the operation of the district's nutrition and food services will be priced to cover all direct and indirect cost of preparing and serving the meal.<sup>3</sup>
4. District nutrition and food services revenues will not be used to purchase land or buildings.

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<sup>3</sup>For meals with portion sizes equivalent to student meals, the adult meal price will be no less than the amount of reimbursement for a free-eligible meal, plus the value of commodity foods used in the meal preparation.

5. The district will limit its nutrition and food services net cash resources to an amount that does not exceed three months average expenditures.
6. The district will maintain effective control and accountability for, and adequately safeguard, all nutrition and food services' cash, real and personal property, equipment and other assets, and ensure they are used solely for nutrition and food services purposes.
7. The district will meet the requirements for allowable NSLP and SBP costs as described in 2 C.F.R. 200.
8. In purchasing nutrition and food services goods or services, the district will not accept proposals or bids from any party that has developed or drafted specifications, requirements, statements of work, invitations for bids, requests for proposals, contract terms and conditions or other documents for proposals used to conduct the procurement.
9. All procurement transactions for nutrition and food services goods and services will be conducted according to state, federal and district procurement standards using the applicable cost thresholds.
10. In the operation of its nutrition and food services program, the district will purchase food products that are produced in the United States, whenever possible.

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

1. The district will not discriminate against any student because of his/her eligibility for free or reduced price meals.
2. The district will not discriminate against any student or any nutrition and food services employee because of race, color, national origin, sex, sexual orientation, religion, age or disability.
3. The district will assure that all students and nutrition and food services employees are not subject to different treatment, disparate impact or a hostile environment.
4. Established district procedures will be followed for receiving and processing civil rights complaints related to applications for NSLP and SBP benefits and services, and employment practices with regard to the operation of its NSLP and SBP. The district will forward any civil rights complaint regarding the district's nutrition and food services to ODE's ~~civil rights coordinator~~ **director of Child Nutrition Programs** within three days of receiving the complaint.
5. The district will make written or oral translations of all nutrition and food services materials available to all households who do not read or speak English.
6. The district will maintain strict confidentiality of all information on the confidential application for free and reduced price meals, including students' eligibility for free or reduced price meals and all household information. The district's NSLP and SBP operators are not required to release any information from a student's confidential application for free or reduced price meals. No information may be released from a student's confidential application for free or reduced price meals

without first obtaining written permission from the student's parent or legal guardian/adult household member signing the application, except as follows:

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

### **Nutrition and Menu Planning**

1. Meals and snacks served for reimbursement will meet the recommendations of the most current *Dietary Guidelines for Americans*.
2. Meals and snacks served for reimbursement will meet at least the minimum NSLP and SBP requirements for food items and quantities.
3. Meals served for reimbursement will:
  - a. Meet all calorie range requirements by grade level;
  - b. Meet the maximum standards set for saturated fat;
  - c. Meet the maximum standards set for sodium by grade level; and
  - d. Meet the requirement for zero grams of trans fats.
4. The district will use the offer versus serve option when serving NSLP lunches to senior high school students. High school students must take at least three of five different food items including one-half cup of fruit or vegetable offered in program lunches.
5. The district will use the offer versus serve option when serving program breakfasts to senior high school students. High school students must take at least three of four food items, including one-half cup of fruit or vegetable offered in program breakfasts.
6. The district will use the offer versus serve option when serving program lunches to students below senior high school grades. Students below high school grades will be required to take three of the five food items, including one-half cup of fruit or vegetable offered in program lunches.
7. The district will use the offer versus serve option when serving program breakfasts to students below senior high school grades. Students below high school grades will be required to take three of the four food items, including one-half cup of fruit offered in program breakfasts.



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

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

### **Accuracy of Reimbursement Claims**

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

### **Food Safety and Sanitation Inspections**

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

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

1. The district will ensure that no student is denied a meal as a disciplinary action.
2. Breakfast will be served in the morning hours, at or near the beginning of the student's school day.

3. Lunch will be served between the hours of 10 a.m. and 2 p.m.
4. The district will provide substitute foods for students who are determined by a licensed physician to be legally disabled and whose disability restricts their diet. Substitutions will be provided only when a medical statement from the licensed physician is on file at the school. The medical statement must state the nature of the child's disability and how the disability affects the child's nutrition needs, and it must provide a medical prescription for substitute foods or texture modification. The district will not charge more than the price of the school meal, as determined by the child's eligibility status, for substitute meals or foods.
5. The district will control the sale of competitive foods.
6. The district will ensure that potable drinking water will be available to students, free of charge for consumption in the place where meals are served during meal service.<sup>4</sup>
7. The district's meal charging requirements are as follows:

An account for students paying full or reduced price for meals may be established with the district. Students may charge no more than two meals. Any student failing to keep his/her account current as required by the district shall not be allowed to charge the price of further meals until the account has been paid in full but will be allowed to purchase a meal if the student pays for the meal when it is received. At least one written warning shall be provided to a student and his/her parent prior to denying meals for exceeding the district's charge limit. Students or parents of students may prepay meal costs.

8. The sale of foods in competition with the district's lunch (NSLP) or breakfast (SBP) programs will be allowed in dining sites during lunch and breakfast periods with Board approval only when all income from the food sales accrues to the benefit of the district's nutrition and food services or accrues to a school or student organization approved by the Board. A copy of the Board minutes approving and defining competitive food sales will be made available upon request.

### **Record Keeping**

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

1. All currently approved and denied confidential application for free and reduced price meals and all current direct certification documents;
2. Financial records that account for all revenues and expenditures of the district's nonprofit nutrition and food services programs;
3. Records (i.e., recipes, ingredient lists and nutrition fact labels or product specifications) that document the compliance with nutrition standards for all competitive foods available for sale to students at a school campus;

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<sup>4</sup>New requirement under Healthy, Hunger-Free Kids Act of 2010, 42 U.S.C. 1751 §§ 203.

4. Documents of participation data (i.e. meal counts) from each school in the district to support claims for reimbursement;
5. Production and menu records;
6. Records to document compliance with Paid Lunch Equity; and
7. Records to document compliance with Revenue from Non-program Foods.

R10/08/15 | PH

**(Enclosure D-2)**

Reimbursable School Meals and Milk Programs - EFAA-AR

7-7

# Lebanon Community Schools

Code: GCBDC/GDBDC-AR  
Revised/Reviewed:

## **Eligible Employee Request for Domestic Violence, Harassment, Sexual Assault or Stalking Leave** (For employers who employ six or more employees)

### PLEASE PRINT

Where the need for the leave may be anticipated, a written request for leave under Oregon Revised Statute (ORS) 659A.270-659A.285 shall be made at least [30] days prior to the date the requested leave is to begin. In emergency situations, oral or written notice as soon as practical is allowed.

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

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

Status: ☐ Full-time ☐ Part-time ☐ Temporary Hire Date \_\_\_\_\_ Length of Service \_\_\_\_\_

The requested leave is for:

- ☐ Myself
- ☐ My minor child or dependent

The leave is for:

- ☐ To seek legal or law enforcement assistance or remedies to ensure the health and safety of the eligible employee or the eligible employee's minor child or dependent.
- ☐ To seek medical treatment for or to recover from injuries caused by domestic violence, harassment, sexual assault or stalking for the eligible employee or the eligible employee's minor child or dependent.
- ☐ To obtain or assist the eligible employee's minor child or dependent in obtaining counseling from a licensed mental health professional related to an experience of domestic violence, harassment, sexual assault or stalking.
- ☐ To obtain services from a victim services provider for the eligible employee or the eligible employee's minor child or dependent.
- ☐ To relocate or take step to secure an existing home to ensure the health and safety of the eligible employee or the eligible employee's minor child or dependent.

The following has been provided by the employee to certify the leave:

- ☐ A copy of a police report indicating that the eligible employee or the eligible employee's minor child or dependent was a victim or alleged victim of domestic violence, harassment, sexual assault or stalking.
- ☐ A copy of a protective order or any other order that restrains an individual from contact with an eligible employee or the employee's minor child or dependent, evidence from a court, administrative agency or attorney that the eligible employee appeared in or is preparing for a civil or criminal proceeding related to domestic violence, harassment, sexual assault or stalking or other order authorized by ORS 30.866, 107.095(1)(c), 107.700 to 107.735, 124.005 to 120.040 or 163.730 to 163.750.

(Enclosure D-2)

Eligible Employee Request for Domestic Violence, Harassment, Sexual  
Assault or Stalking Leave - GCBDC/GDBDC-AR



- Documentation from an attorney, law enforcement officer, health care professional, licensed mental health professional or counselor, member of the clergy or victim services provider with or from whom the eligible employee or the eligible employee's minor child or dependent is receiving services.

I understand that [I may use accrued paid leave, including personal and sick leave or accrued vacation leave for the OFLA leave period.] [the district requires me to use any accrued sick leave, vacation, personal leave days or other paid time established by Board policy(ies) and/or collective bargaining agreement in the order specified by the district, and before taking leave without pay, for the OFLA leave period.] [I am required to use any accrued paid leave, including personal and sick leave or accrued vacation leave before taking OFLA leave without pay. I may select the order in which the paid leave is used for the OFLA 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. I understand if I am unable to return to work following the period of authorized leave I will notify my employer as soon as practical and provide any required information which will allow my employer to determine my eligibility for an extension of leave.

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 law.

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

4/28/16 | RS

## Criminal Records Checks/Fingerprinting

### Subject Requirements

1. Any individual newly hired and not requiring licensure as a teacher, administrator, personnel specialist or school nurse shall be required to undergo a nationwide criminal records check and fingerprinting.
2. Individuals applying for reinstatement of a license that has lapsed for more than three years shall be required to undergo such checks.  
  
Requirements, including applicable fees and the process for the collection and submission of fingerprints, etc., will generally be met by the individual as a part of the licensing process and in accordance with rules established by the Teacher Standards and Practices Commission (TSPC).
3. Any individual registering with TSPC for student teaching, practicum or internship as a teacher, administrator or personnel specialist shall be required to undergo a nationwide criminal records check and fingerprinting with TSPC.
4. Any district contractor, whether part-time or full-time, or an employee of a district contractor, whether part-time or full-time, hired into a position having direct, unsupervised contact with students shall be required to undergo a nationwide criminal records check and fingerprinting.  
  
The superintendent will identify district contractors subject to such requirements.
5. Any contractor or an employee of the contractor who provides early childhood special education or early intervention services shall be required to undergo a nationwide criminal records check and fingerprinting with the ~~Employment Department~~ Oregon Department of Education, Child Care Division.
6. Any community college faculty member providing instruction at the site of an early childhood education program or at a school site as part of an early childhood program shall be required to undergo a nationwide criminal records check and fingerprinting.
7. An individual who is an employee of a public charter school shall be required to undergo a nationwide criminal records check and fingerprinting.
8. Any person authorized by the district for volunteer service into a position having direct, unsupervised contact with students will be required to undergo an Oregon criminal records check.

An exception will be made to criminal records checks and fingerprinting if the district has on file evidence from a previous employer documenting a successfully completed Oregon and FBI criminal records check. Evidence will be either a copy of the records check or a written statement of verification from a supervisor or officer of the previous employer. Furthermore:

1. The Oregon Department of Education (ODE) or TSPC verification of a previous check shall be acceptable only in the event the district can demonstrate records are not otherwise available;
2. Additional evidence that the employee has not resided outside the state between the two periods of time working in the district shall be maintained.

#### **Notification**

1. The district will provide notification to individuals subject to criminal records checks and fingerprinting of the following:
  - a. Such checks are required by law and/or Board policy;
  - b. Any action resulting from those checks may be appealed as a contested case;
  - c. All employment or contract offers are contingent upon the results of such checks;
  - d. A refusal to consent to criminal records checks or fingerprinting or falsely stating on district employment applications, contracts or ODE fingerprint forms as to conviction of a crime shall result in immediate termination from employment or contract status.
2. The district will provide notice through such means as employment applications and contract forms.

#### **Processing/Reporting Procedures**

1. Any individual subject to criminal records checks and/or fingerprinting shall, as part of the application process, complete the appropriate forms as provided by ODE.
2. If the individual is subject to fingerprinting, he/she will be required to report within three working days to an authorized fingerprinter for fingerprinting. Fingerprints may be collected by one of the following:
  - a. Employing district staff;
  - b. Contracted agent of employing district;
  - c. Local or state law enforcement agency.

Individuals shall be subject to fingerprinting only after acceptance of an offer of employment or contract.

3. The individual is responsible for obtaining two fingerprint card[s] from an Oregon district, education service district, an Oregon-approved teacher education institution, ODE or TSPC.
4. The individual is responsible for submitting to the authorized fingerprinter two fingerprint cards and an 8 1/2" x 11" or larger envelope with postage affixed and addressed to the district human resource office.
5. To ensure the integrity of the fingerprinting collection and prevent any compromise of the process, the district will provide the name of the individual to be fingerprinted to the authorized fingerprinter and require that the individual submit a photo ID (driver's license or other) containing the

individual's name and picture in order to verify the identity of the individual intended to be fingerprinted.

6. The authorized fingerprinter will return the fingerprint cards to the district in the envelope provided. The Fingerprint Criminal History Verification form and fingerprint cards will be sent to the ODE. A copy of the form will be kept in the employee's personnel file.

### **Fees**

7. Fees associated with criminal records checks and/or fingerprinting for individuals applying for employment with the district including contractors and their employees and volunteers shall be paid by the individual.
8. Fees are payable prior to beginning employment, volunteer service or contract.
9. Individuals may request that the amount of the fee be withheld from the employee's paycheck, including a periodic payroll deduction rather than a lump sum payment, in accordance with Oregon law. The district may withhold such fees only upon the request of the individual.

### **Termination of Employment or Withdrawal of Employment/Contract Offer**

10. Any individual required to submit to criminal records checks and/or fingerprinting in accordance with law and/or Board policy will be terminated from consideration as a district volunteer and employment or contract status or withdrawal of offer of employment or contract will be made by the superintendent immediately upon:
  - a. Refusal to consent to a criminal records check and/or fingerprinting; or
  - b. Notification by the Superintendent of Public Instruction or his/her designee or the State Board of Education that the employee has made a false statement as to conviction of a crime or conviction of crimes prohibiting employment with the district as specified in law.
11. Employment termination shall remove the individual from any district policies, collective bargaining provisions regarding dismissal procedures and appeals and the provisions of Accountability for Schools for the 21st Century Law.

### **Appeals**

All appeals regarding a determination which prevents his/her employment or eligibility to contract with the district will be directed to the Superintendent of Public Instruction. Individuals eligible to appeal as a contested case will be so notified in writing by ODE.



## Prescription/Nonprescription Medication\*\*/\*

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

### 1. Definitions

- a. "Prescription medication" means any noninjectable drug, chemical compound, suspension or preparation in suitable form for use as a curative or remedial substance taken either internally or externally by a student under the written direction of a physician; **and Prescription medication includes any prescription for bronchodilators or autoinjectable epinephrine prescribed by a student's Oregon licensed health care professional for asthma or severe allergies. Prescription medication does not include dietary food supplements. As per Oregon Administrative Rule (OAR) 851-047-0030 through 851-047-0040, a registered nurse may administer a subcutaneous injectable medication.**
- b. "Nonprescription medication" means only **commercially prepared, Federal Drug Administration approved,** nonalcohol-based medication to be taken at school that is necessary for the student to remain in school. This shall be limited to eye, nose and cough drops, cough suppressants, analgesics, decongestants, antihistamines, topical antibiotics, anti-inflammatories and antacids that do not require written or oral instructions from a physician. Nonprescription medication does not include dietary food supplements **or nonprescription sunscreen.**
- c. "Adrenal crisis" means adrenal crisis as defined in Oregon Revised Statute (ORS) 433.800.
- d. "Adrenal insufficiency" means adrenal insufficiency as defined in ORS 433.800.
- e. "Notice of a diagnoses of adrenal insufficiency" means written notice to the district from the parent or guardian of a student who has been diagnosed as adrenal insufficient with a copy of an order from the student's physician that includes the student's diagnosis, description of symptoms indicating the student is in crisis, prescription for medication to treat adrenal insufficiency crisis and instructions for followup care after medication to treat adrenal insufficiency crisis has been administered.
- f. "Physician"<sup>1</sup> means a doctor of medicine or osteopathy, a physician assistant licensed to practice by the Board of Medical Examiners for the state of Oregon, a nurse practitioner with prescriptive authority licensed by the Oregon State Board of Nursing, a dentist licensed by the Board of Dentistry for the state of Oregon, an optometrist licensed by the Board of Optometry for the state of Oregon or a naturopathic physician licensed by the Board of Naturopathy for the state of Oregon.

<sup>1</sup>Added to Oregon Revised Statute 678.010 to 678.410: A registered nurse who is employed by a public or private school may accept an order from a physician licensed to practice medicine or osteopathy in another state or territory of the U.S. if the order is related to the care or treatment of a student who has been enrolled at the school for not more than 90 days (House Bill 3149 (2015)). This is to allow time for new students to find an Oregon licensed physician.



- g. "Student self-medication" means a student must be able to administer medication to himself/herself without requiring a trained staff member to assist in the administration of the medication.
- h. "Age-appropriate guidelines" means the student must be able to demonstrate the ability, developmentally and behaviorally, to self-medicate with permission from parent or guardian, administrator and in the case of a prescription medication, a physician.
- i. "Training" means yearly instruction, by a qualified trainer, to be provided to designated staff on the administration of prescription and nonprescription medication, based on requirements set out in guidelines approved by the Oregon Department of Education (ODE), including discussion of applicable district policies, procedures and materials.
- j. "Qualified trainer" means a person who is familiar with the delivery of health services in a school setting and who is a registered nurse licensed by the Oregon State Board of Nursing, a physician, or a pharmacist licensed by the State Board of Pharmacy for the state of Oregon.
- k. "Severe allergy" means a life-threatening hypersensitivity to a specific substance such as food, pollen or dust.
- l. "Asthma" means a chronic inflammatory disorder of the airways that requires ongoing medical intervention.
- m. "Designated staff" means the staff person who is designated by the building principal to administer prescription or nonprescription medication.

## 2. Designated Staff/Training

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

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

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

4. Administering of Medication to a Student Experiencing Symptoms of Adrenal Crisis

A student experiencing symptoms of adrenal crisis may be treated by designated staff and shall be subject to the following:

- a. Upon notice of a diagnosis of adrenal insufficiency, as defined in OAR 581-021-0037, the building principal will designate staff responsible for administering the medication to treat adrenal insufficiency;
- b. The designated staff will successfully complete training to administer medication to treat a student who has adrenal insufficiency and is experiencing symptoms of adrenal crisis in accordance with the rules adopted by the Oregon Health authority;
- c. The student's parent or guardian must provide adequate supply of the student's prescribed medication to the district;
- d. The district will require the development of an individualized health care plan for the student;
- e. In the event that a student experiences symptoms of adrenal crisis and the designated staff determines the medication to treat adrenal insufficiency should be administered, any available staff member will immediately call 911 and the student's parent or guardian.

5. Administering Medications to Students

- a. A request for designated staff to administer medication to a student may be approved by the district and subject to the following:
  - (1) A written request for the district designated staff to administer prescription medication to a student, if because of the prescribed frequency for the medication, the medication must be given while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in before- or after-school care programs on school-owned property and in transit to or from school or school-sponsored activities, must be submitted to the school office and shall include:
    - (a) The written signed permission of the parent or guardian;
    - (b) The written instruction from the physician, physician assistant or nurse practitioner for the administration of the prescription medication to the student including:
      - (i) Name of the student;
      - (ii) Name of the medication;
      - (iii) Method of administration;
      - (iv) Dosage;
      - (v) Frequency of administration; and
      - (vi) Other special instruction, if any.



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

#### 6. Student Self-medication of a Prescription or Nonprescription Medication

- a. Student self-medication of prescription medication by K-12 students, including students with asthma or severe allergies, will be allowed subject to the following:
  - (1) A parent or guardian signed permission form and other documentation requested by the district must be submitted for self-medication of all prescription medications;
  - (2) A ~~prescription written medication that is prescribed by an Oregon licensed health care professional~~ physician that includes and a written treatment plan developed by a physician or other Oregon licensed health care professional for managing of the student's asthma, diabetes and/or severe allergy, and for directs use by the student while the student is in school, at a school-sponsored activity, while under the supervision of school personnel, in before- or after-school care programs on school-owned property and in transit to or from school or school-sponsored activities, and The physician will



- include acknowledgment that the student has been instructed in the correct and responsible use of the prescribed medication;
- (3) Principal permission for all self-medication of prescription medicine requests is required.
- b. Student self-medication of nonprescription medication by K-12 students may be allowed subject to the following:
- (1) A parent or guardian permission form and other documentation requested by the district must be submitted for self-medication of all nonprescription medications. The signed form from the parent or guardian will ensure the student has received proper instruction for use;
  - (2) Principal permission for all self-medication of nonprescription medicine requests is required.
- c. Students who are developmentally and/or behaviorally unable to self-medicate will be provided assistance by designated school staff. A permission form and written instructions will be required as provided in Section 4.a. and b.5 above;
- d. All prescription and nonprescription medication must be kept in its appropriately labeled, original container, as follows:
- (1) Prescription labels must specify the name of the student, name of the medication, dosage, method of administration and frequency or time of administration and any other special instruction including permission for the student to self-medicate;
  - (2) Nonprescription medication must have the student's name affixed to the original container.
- e. The student may have in his/her possession only the amount of medication needed for that school day, except for manufacture's packaging that contains multiple dosage, the student may carry one package, such as but not limited to, autoinjectable epinephrine or bronchodilators/inhalers;
- f. Sharing and/or borrowing of any medication with another student is strictly prohibited;
- g. Any medication required for use longer than 10 school days will be permitted only upon the written request of the parent;
- h. For students who have been prescribed bronchodilators or epinephrine, staff will request from the parent or guardian, that the parent or guardian provide backup medication for emergency use by that student. Backup medication, if provided by the parent or guardian, will be kept at the student's school in a location to which the student has immediate access in the event the student has an asthma and/or severe allergy emergency;
- i. Upon written parent request and with a physician's written statement that the lack of immediate access to a backup autoinjectable epinephrine may be life threatening to a student, and the location the school stores backup medication is not located in the student's classroom, a process shall be established to allow the backup autoinjectable epinephrine to be kept in a reasonably secure location in the student's classroom;
- j. Permission to self-medicate may be revoked if the student violates the Board policy and/or these regulations. Additionally, students may be subject to discipline, up to and including expulsion, as appropriate.

## 7. Handling, Storage, Monitoring Medication Supplies

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

## 8. Emergency Response

- a. Designated staff will notify 911 or other appropriate emergency medical response systems and administer first aid, as necessary, in the event of life-threatening side effects that result from district-administered medication or from student self-medication or allergic reactions. The parent[, school nurse] and principal will be notified immediately.
- b. Minor adverse reactions that result from district-administered medication or from student self-medication will be reported to the parent immediately.
- c. Any available district staff will immediately call 911 and the student's parent or guardian if the designated staff member believes the student is experiencing symptoms of adrenal crisis and plans to administer medication.

## 9. Disposal of Medications

- a. Medication not picked up by the parent at the end of the school year or within [five] school days of the end of the medication period, whichever is earlier, will be disposed of by designated staff in a nonrecoverable fashion as follows:



- (1) Medication in capsule, tablet and liquid form will be removed from their original container (destroy any personal information). Crush solid medications, mix or dissolve in water (this applies to liquid as well) and mix with an undesirable substance such as coffee grounds, kitty litter, flour etc., and place it in impermeable non-descriptive containers such as empty cans or sealable bags, placing these containers in the trash. Flush prescriptions down the toilet **only** if the accompanying patient information specifically instructs it is safe to do so;
  - (2) Other medication will be disposed of in accordance with established training procedures including sharps and glass.
- b. All medication will be disposed of by designated staff in the presence of another school employee and documented as described in 9-a. **Section 10**, below.

#### 10. Documentation and Record Keeping

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

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

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<sup>2</sup>Designated staff may note incident by symbol in medication log and attach detailed documentation as necessary.



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

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

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

R6/25/154/28/16 | PH

**(Enclosure D-2)**

Prescription/Nonprescription Medication\*\*/\* - JHCD/JHCDA-AR

8-8



Rob Hess, Superintendent

485 South 5<sup>th</sup> Street - Lebanon, OR 97355 - Phone: 541.451.8458 - Fax: 541.451.8517 - [www.lebanon.k12.or.us](http://www.lebanon.k12.or.us)

Lebanon Education Day

May 31, 2016

RESOLUTION 1516-07

**WHEREAS**, We believe there is interdependence between our schools and our community, where the schools belong to the community and the community belongs to the schools; and

**WHEREAS**, Community partners have helped achieve great things for our children by providing monetary, volunteer, mentor and in-kind support; and

**WHEREAS**, Community involvement is important to instilling positive values and encouraging student to be life-long learners – a critical aspect of a healthy community.

**WHEREAS**, Recognition of our supporters is essential to building ongoing partnerships; and

**WHEREAS**, Students success through literacy is a community-wide effort and goal; so

**WHEREAS**, We celebrate Lebanon's Gift of Literacy, in accordance with the Lebanon Education Day, designed to inspire young readers through partnership.

**THEREFORE**, We, the elected board members of Lebanon Community Schools of Lebanon, Oregon, declare May 31, 2016 to be Lebanon Education Day, a day devoted to promoting literacy and a love of learning, encouraging partnerships, and celebrating thriving community involvement.

Dated this 26<sup>th</sup> day of May 2016

\_\_\_\_\_  
Board Chair, Richard Borden

\_\_\_\_\_  
Superintendent Rob Hess

(ENCLOSURE D-3)



# Oregon Department of Education

Kate Brown, Governor

Office of the Deputy Superintendent

255 Capitol St NE, Salem, OR 97310

Voice: 503-947-5600

Fax: 503-378-5156

## **Guidance to School Districts: Creating a Safe and Supportive School Environment for Transgender Students Issued May 5, 2016**

ODE fosters excellence for every learner, and recognizes that academic success depends on a safe school environment. As an organization, we value equity for every student; this includes an educational environment safe and free from discrimination and harassment, ensuring that every student has equal access to educational programs and activities.

Under Oregon law, “[a] person may not be subjected to discrimination in any public elementary, secondary or community college education program or service, school or interschool activity or in any higher education program or service, school or interschool activity where the program, service, school or activity is financed in whole or in part by moneys appropriated by the Legislative Assembly.”<sup>1</sup> Discrimination includes “any act that unreasonably differentiates treatment, intended or unintended, or any act that is fair in form but discriminatory in operation, either of which is based on race, color, religion, sex, sexual orientation, national origin, marital status, age or disability.”<sup>2</sup> Oregon law broadly defines, “sexual orientation” as an individual’s actual or perceived heterosexuality, homosexuality, bisexuality or gender identity, regardless of whether the individual’s gender identity, appearance, expression or behavior differs from that traditionally associated with the individual’s sex at birth.<sup>3</sup>

Additionally, federal law under Title IX of the Education Amendments of 1972 (Title IX) generally prohibits discrimination on the basis of sex in federally funded programs and activities.<sup>4</sup> The United States Department of Education’s Office for Civil Rights (OCR) has issued guidance recognizing that Title IX protects transgender and gender nonconforming students.<sup>5</sup> Additionally, the U.S. Departments of Education and Justice have stated that under Title IX, “discrimination based on a person’s gender identity, a person’s transgender status, or a person’s nonconformity to sex stereotypes constitutes discrimination based on sex” and has asserted a significant interest in ensuring that all students, including transgender students, have the opportunity to learn in an environment free of sex discrimination in public schools.<sup>6</sup> Recently, a federal court upheld this interpretation of federal law by the U.S. Department of Education.<sup>7</sup>

<sup>1</sup> ORS 659.850(2).

<sup>2</sup> ORS 659.850 (1).

<sup>3</sup> ORS 174.100.

<sup>4</sup> 20 U.S.C. §1681(a) (2006).

<sup>5</sup> See 20 U.S.C. §§ 1681-1688 (2006); 34 C.F.R. Part 106 (2010); 54 C.F.R. Part 54 (2000); United States Department of Education, Office for Civil Rights, Questions and Answers on Title IX and Single-Sex Elementary and Secondary Classes and Extracurricular Activities (December 1, 2014).

<sup>6</sup> See Statement of Interest of the United States, *Grimm v. Gloucester County School Board*, Case No. 4:15cv54 (E.D. Virg. filed June 29, 2015).

<sup>7</sup> *Grimm v. Gloucester County School Board*, Case No. 15-2056 (Issued April 20, 2016).



As a response to student, parent, and school district requests, the Oregon Department of Education, working with stakeholders, developed these guidelines to provide assistance for districts to foster an educational environment that is safe, free from discrimination, and aligned with state and federal laws. These guidelines are designed to be used by school boards, administrators and other members of the educational community to guide development of school procedures and district policies related to transgender and gender nonconforming students.

The guidelines are intended to suggest best practices and to provide a foundation for the educational community to build safe and supportive school cultures. **These guidelines are not legal advice, nor should they be relied on as legal advice. If you require legal advice regarding the issues discussed in these guidelines, please consult an attorney.**

In order to make this document as helpful as possible, illustrative examples that highlight frequently-asked questions and best practices for addressing these questions appear throughout in italics. While these scenarios and remedies are based on real-life examples personally identifiable student information and specific school information has been changed to protect the privacy of the students involved. These scenarios are also not meant to be exhaustive of all potential scenarios or remedies appropriate for each school community.

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### Terminology

Understanding the common terminology associated with gender identity is important to providing a safe and supportive school environment for students. The following definitions used by research, advocacy and governmental organizations are provided to assist in understanding the guidance presented. Although these are the most commonly used terms, students may use other terms to describe their gender identity, appearance, or expression. Terminology and language describing transgender and gender nonconforming individuals can differ based on region, language, race or ethnicity, age, culture, and many other factors. It is recommended that school staff and educators inquire about which terms a student uses to describe themselves and their experience. A good general guideline is to employ those terms which the student uses to describe themselves.

#### **Definitions:**

1. **Assigned sex** – Sex recorded at birth, usually on the basis of external genitalia.
2. **Cisgender**- A term used to describe people who, for the most part, identify with the sex they were assigned at birth.
3. **Gender binary** – The assumption that there are only two genders (male and female), rather than more than two genders or gender fluidity.
4. **Gender expression** - How people express their gender externally based on mannerisms, dress, etc. A person's gender expression/presentation may not always match their gender identity.
5. **Gender identity** - A person's internal sense of being male, female or some other gender, regardless of whether the individual's appearance, expression or behavior differs from

that traditionally associated with the individual's sex assigned at birth. Gender identity is distinct from and often unrelated to an individual's sexual orientation.

6. **Gender role** - The socially determined sets of behaviors assigned to people based on their biological sex.
7. **Gender sensitive** - Materials and instruction strategies that is sensitive to individual's similarities and differences regarding gender role, gender identity and/or sexual orientation.
8. **Genderqueer** – A person whose gender identity cannot be categorized as solely male or female. The term is not a synonym for transgender and should only be used if someone self-identifies as genderqueer.
9. **Intersex** – An umbrella term used for people born with reproductive or sexual anatomy and/or chromosome pattern that does not seem to fit the typical definition of male or female. Intersex may also be known as Difference of Sex Development and may not always be known at birth, but may be revealed at any stage of a person's life
10. **Sexual orientation** – Means a person's physical, romantic, emotional, aesthetic, or other form of attraction to others. Sexual orientation and gender identity are not the same. Although, the Oregon Legislature adopted a broader definition of "sexual orientation" for purposes of all Oregon statutes to "mean an individual's actual or perceived heterosexuality, homosexuality, bisexuality or gender identity, regardless of whether the individual's gender identity, appearance, expression or behavior differs from that traditionally associated with the individual's sex at birth."<sup>8</sup>
11. **Transgender** – An umbrella term for persons whose gender identity, gender expression, or behavior does not conform to that typically associated with the sex to which they were assigned at birth. Persons who identify as transgender may or may not pursue medical transition.
12. **Transgender female** -This is a person whose assigned sex at birth is male but identifies and lives as a female.
13. **Transgender male** - This is a person whose assigned sex at birth is female but identifies and lives as a male.
14. **Transition** - The time when a person begins living as the gender with which they identify rather than the gender they were assigned at birth, which often includes changing one's first name and dressing and grooming differently. Transition may or may not also include medical and legal aspects, including taking hormones, having surgery, or changing identity documents (e.g. driver's license, Social Security record) to reflect one's gender identity.
15. **Transsexual** – An outmoded term that refers to a person who has permanently changed - or seeks to change - their bodies through medical interventions (including but not limited to hormones and/or surgeries). Unlike transgender, transsexual is not an umbrella or popular term. Many transgender people do not identify as transsexual and prefer the word *transgender*. It is best to use transgender instead unless the individual uses this term to describe themselves.

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<sup>8</sup> ORS 174.100

## Student Identity

One's gender identity is an innate characteristic of each individual's personality that is generally declared by a child at an early age.<sup>9</sup> The person best situated to determine a student's gender identity is the individual student. In a case where a student is not yet able to self-advocate, the request to respect and affirm a student's identity will likely come from the student's parent.<sup>10</sup>

However, in other cases, transgender students may not want their parents to know about their transgender identity. These situations should be addressed on a case-by-case basis and school districts should balance the goal of supporting the student with the requirement that parents be kept informed about their children. The paramount consideration in such situations should be the health and safety of the student, while also making sure that the student's gender identity is affirmed in a manner that maintains privacy and confidentiality.

Students may openly discuss and express their gender identity and expression, and decide when, with whom, and how much information to share. District and school personnel may also encounter situations in which transgender students have not disclosed being a transgender student. School personnel should be mindful of the confidentiality and privacy rights of students when communicating with others and mindful not to reveal, imply, or refer to a student's gender identity or expression. To ensure confidentiality when discussing a particular concern such as academic progress, access to learning, conduct, discipline, grades, attendance, or health, the focus of school personnel should be specifically on the concern at issue and not on the student's gender identity or expression.

***EXAMPLE:** The parents of a pre-school-age child who was assigned "female" at birth noted throughout the child's early years that their child identified as a boy. For as long as the parents could remember, the child preferred to play with boys rather than girls, wanted a short haircut, rejected wearing any clothing that the child identified as "something a girl would wear," and ignored anyone who called him by his stereotypically feminine name. When it was time for the child to enter kindergarten, the child said to his parents, "You have to tell them when I go to kindergarten that I'm a boy." The school district enrolled the child as a boy."*

It is recommended that school districts accept a student's assertion of his/her/their own gender identity. A student who says she is a girl and wishes to be regarded that way throughout the school day should be respected and treated like any other girl. So too with a student who says he is a boy and wishes to be affirmed that way throughout the school day. Such a student should be respected and treated like any other boy.

Many transgender people experience discrimination and some experience violence due to their identity. Some environments may feel safe and inclusive, and others less so, challenging a person's ability to live consistently with one gender identity in all aspects of life. For example, it is possible that a student assigned "male" at birth, with a female gender identity, who lives as a girl, is not able to express her female gender identity at all times.

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<sup>9</sup> *Gender Identity Development in Children*, American Academy of Pediatrics (updated 11/21/15).

<sup>10</sup> When used in this document, the term "parent" refers to a parent as well as legal guardian or person in parental relationship as defined in ORS 339.133.



The age at which individuals come to understand and express their gender identity may vary based on each person's social and familial supports.<sup>11</sup>

School districts should work closely with the student and the student's parents in devising an appropriate plan regarding the confidentiality of the student's transgender identity. In some cases, transgender students may feel more supported and safe if other students are aware that they are transgender. In these cases, school district staff should work closely with the student, parents, and other staff members on a plan to inform and educate the student's peers. It may also be appropriate for school districts to engage with community resources to assist with educational efforts.

Transgender and gender nonconforming students form a diverse community, and they may differ in how they present, including differences in comfort level with being out as transgender or gender nonconforming, their transition status, their age, and their gender expression. School districts should adopt a flexible approach given that transgender students may not feel comfortable or safe being their authentic selves in all contexts.

*EXAMPLE: In one school, a student explained to her guidance counselor that she was a transgender girl who had heretofore only been able to express her female gender identity while at home. The stress associated with having to hide her female gender identity by presenting as male at school was having a negative impact on her mental health, as well as on her academic performance. The student and her parents asked if it would be okay if she expressed her female gender identity at school. The guidance counselor acted on her request. The fact that the student presented no documentation to support her gender identity was not a concern. The school had no reason to believe the request was based on anything other than the student identified as female.*

### **Recommended Nondiscriminatory Practices**

#### **Provision of Free Appropriate Public Education**

Under Oregon law, school districts are required to provide a free appropriate public education to all students who are resident within the district.<sup>12</sup> Students "may not be subjected to discrimination in any public elementary, secondary or community college education program or service, school or interschool activity or in any higher education program or service, school or interschool activity where the program, service, school or activity is financed in whole or in part by moneys appropriated by the Legislative Assembly."<sup>13</sup> Discrimination includes "any act that unreasonably differentiates treatment, intended or unintended, or any act that is fair in form but discriminatory in operation, either of which is based on race, color, religion, sex, sexual orientation, national origin, marital status, age or disability."<sup>14</sup> "Sexual orientation means an individual's actual or perceived heterosexuality, homosexuality, bisexuality or gender identity,

<sup>11</sup> See Gerald P. Mallon, "Practice with Transgendered Children," in Social Services with Transgendered Youth, 49, 55-58 (Gerald P. Mallon ed., 1999). See also Stephanie Brill & Rachel Pepper, "Developmental Stages and the Transgender Child," in The Transgender Child, 61-64.

<sup>12</sup> ORS 339.115.

<sup>13</sup> ORS 659.850(2).

<sup>14</sup> ORS 659.850.

regardless of whether the individual's gender identity, appearance, expression or behavior differs from that traditionally associated with the individual's sex at birth."<sup>15</sup>

### **Names and Pronouns**

Transgender students often choose to change the name assigned to them at birth to a name that affirms their gender identity. As with most other issues involved with creating a safe and supportive environment for transgender students, the best course is to engage the student, and possibly the parents, with respect to name and pronoun use. The school district should decide with the student and parents the best plan to reflect the individual student's needs when initiating name and pronoun use.

There are no state laws which either require or prescribe requirements for school district issued student IDs. However, if your school district has chosen to issue student IDs, it is recommended that student IDs be issued in the name reflecting the student's gender identity consistently asserted at school. This may require issuing the student a new ID card.

For those students who have been attending a school and undergo gender transition while attending the same school, school districts in consultation with the student and parents should develop a plan for initiating use of the chosen name and pronouns consistent with the student's gender identity.

*Example: A transgender girl was transferring to a new high school. She asked the principal to inform her teachers that even though her school records indicate that her name is John, she goes by the name Jane and uses female pronouns. With permission from Jane, the school principal sent the following memorandum to the student's classroom teachers: "The student John Smith wishes to be referred to by the name Jane Smith, a name that is consistent with the student's female gender identity. Please be certain to use the student's preferred name and female pronouns in all contexts. It is my expectation that students will similarly refer to the student by her appropriate name and pronouns. Your role modeling will help make a smooth transition for all concerned. Continued, repeated, and intentional misuse of names and pronouns may erode the educational environment for Jane. If you need any assistance to make sure that Jane Smith experiences a safe, nondiscriminatory classroom atmosphere, please contact me." In addition to the memorandum, school staff was provided with training about supports for transgender students as well as procedures for sexual harassment and bullying.*

### **Management of Student Identity in School Documents and Records**

School personnel should not disclose information that may reveal a student's transgender identity except as allowed under the Family Education Rights Privacy Act (FERPA). Under FERPA, generally only those school employees "determined to have legitimate educational interests" may have access to a student's records or the information contained within those records.<sup>16</sup> However, FERPA also contains other general exceptions for release of student records.<sup>17</sup> For example,

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<sup>15</sup> ORS 174.100.

<sup>16</sup> 34 C.F.R. § 99.31(a)(1).

<sup>17</sup> See the following web site for a discussion of the requirements of FERPA:  
<http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>

student records may be released with the written permission of a student's parent. These rights transfer to the student when the student reaches the age of 18 or attends a school beyond the high school level.

Disclosing confidential student information to other employees, students, parents, or other third parties may violate privacy laws, including but not limited to FERPA. Disclosing confidential student medical information, for example transition status or hormone therapy, to other employees, students, parents or other third parties may constitute a violation of the Health Insurance Portability and Accountability Act (HIPAA) or Oregon law.<sup>18</sup>

Transgender students have the ability, as do all students, to discuss and express their gender identity and expression openly and decide when, with whom, and how much of their private information to share with others.

Schools should work closely with the student and parents in customizing an appropriate plan regarding the confidentiality of the student's transgender identity that supports the student. That plan may include the option to inform and educate the student's peers or to not share the information with the student's peers.

When a transgender student new to a school is using a preferred name, the birth name should be kept confidential by school district staff. School districts should review their Student Information Systems and ensure that all printed and digital materials generated for classroom and instructor use show the student's chosen name, not their legal name. Examples include attendance sheets, grade books, etc. School districts are reminded to use reasonable methods for ensuring that only those with a legitimate educational interest have access to student records.

ODE will change a student's gender within the Secure Student Identification System (SSID) upon request from a district. ODE will allow the request from the district to serve as the "documentation to support the change" that is generally required by ODE for changes to the SSID. There is no need for the student to prove their new gender. The student's declaration of their gender is acceptable.

Steps to change gender on the student record:

- Update the student's gender in your student information system
- Update the student's gender in SSID
- Check your errors for any collections that do not catch the change

#### **First Name Change Options and Process:**

The administrative rules of the Secretary of State and State Board of Education require that student records contain at a minimum the full legal name of the student and other information.<sup>19</sup> Although ODE maintains a general expectation that the legal name in the school electronic record be consistent with the legal name of the student, in the case of transgender students it may be necessary to deviate from this policy to support and protect the student.

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<sup>18</sup> ORS 179.505.

<sup>19</sup> OAR 166-400-0060(32) and 581-022-1670(7).

Additionally, transgender students often make the transition in stages and may not, yet, be ready to complete the legal name change process. In order to support students, ODE recommends that school districts enter the name the student is currently using (the name that corresponds to the student's self-identified gender) into the "Preferred name" field and retain the legal name in the school electronic record and generally in the student records. However, in some student information systems, the "preferred name" does not appear throughout the system and the legal name may appear in daily use documents like the gradebook, attendance records, etc. This can result in "outing" of the student as a student who is transgender.

In cases such as these, ODE will support the following options:

1. Replace the legal first name of the student in the electronic system with the student's preferred name and move the legal name to the middle name field. Monitor for SSID errors and resolve. Student should retain the same SSID and last name in the system.
2. Replace the legal first name of the student in the electronic system and make sure you monitor for SSID errors.
3. Have a cross-reference system in place to locate the student's electronic records by use of the student's legal name.
4. Retain the same SSID for the student in the electronic system.
5. Maintain the student's legal name generally within the student's record as required by Secretary of State administrative rules relating to the archiving of student records.

## **Graduation: Transcripts and Diplomas**

Students are often still in transition at the time of graduation and have not necessarily completed legal name changes and other documentation. Recommended best practice for graduating transgender students is to provide two diplomas and two sets of transcripts, one with the legal first name and one with the preferred first name.

Once a student has completed a legal name change, they can request all records be updated in their student education record to reflect their legally changed name. This may happen before or after graduation.

Although there are no state requirements relating to whether transcripts contain information about a student's gender, it is recommended that student transcripts be gender neutral and contain no indicator of gender for any student.

## **Student Health Records**

School nurses and other licensed health professionals need accurate and reliable information to ensure that the student receives appropriate care to enable them to coordinate care with other health care providers. A school nurse should use the transgender student's preferred name and identified gender except when necessary to ensure the health and safety of the student.



## **Instruction and Student Support (Comprehensive Sexuality Education)**

Under Oregon administrative rule, each school district shall provide an age-appropriate, comprehensive plan of instruction focusing on human sexuality education. Course material and instruction for all human sexuality education courses that discuss human sexuality in public elementary and secondary schools shall enhance students' understanding of sexuality as a normal and healthy aspect of human development. Local school boards shall approve the plan of instruction and require that it be reviewed and updated biennially in accordance with new scientific information and effective education strategies. The plan requires inclusive materials, language, and strategies that recognizes different sexual orientations, gender identities and gender expression. Further, sexuality education materials, instructional strategies, and activities must not, in any way, use shame or fear based tactics.<sup>20</sup>

The human sexuality education rule (OAR 581-022-1440) allows school districts to use instructional strategies, provide material, and engage in activities that promote a safe environment for all students to learn as well as healthy and positive peer relationships. Importantly, comprehensive sexuality education (CSE) includes healthy sexuality and violence prevention instruction; it emphasizes dignity and respect for all; and validation for all individual and peer differences. Medically accurate, age appropriate, inclusive CSE is a tool to support student understanding of gender identity and sexual orientation diversity.

## **Gender-Based Activities, Rules, Policies, and Practices**

Title IX prohibits discrimination on the basis of sex in federally funded education programs and activities. Regulations issued by the OCR authorize schools to offer single-sex classes or extracurricular activities only under certain circumstances. For these reasons, school districts should consult with their Title IX Coordinator or legal counsel to review such policies, rules and practices, and should eliminate any that do not serve a clear pedagogical purpose.

In 2014, OCR issued guidance relating to Title IX which stated that: "All students, including transgender students and students who do not conform to sex stereotypes, are protected from sex-based discrimination under Title IX. Under Title IX, a recipient generally must treat transgender students consistent with their gender identity in all aspects of the planning, implementation, enrollment, operation, and evaluation of single-sex classes."<sup>21</sup>

Based on this guidance transgender students should be treated consistent with their gender identity and should not be excluded from participation in, be denied the benefits of, or be subjected to harassment or other forms of discrimination on the basis of gender identity in any program or activity. These activities and programs may include but are not limited to cheer class,

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<sup>20</sup> OAR 581-022-1440.

<sup>21</sup> *Questions and Answers on Title IX and Single-Sex Elementary and Secondary Classes and Extracurricular Activities*, United State Department of Education, Office of Civil Rights, December 1, 2014 found at: <http://www2.ed.gov/about/offices/list/ocr/docs/faqs-title-ix-single-sex-201412.pdf>.

homecoming, prom, spirit day, celebrations, assemblies, acknowledgments, after school activities/ programs and all extra-curricular activities.

*EXAMPLE: One school district required female students to wear dresses to prom, and male students to wear suits or tuxedos. The school district changed its policy to remove gender specific requirements, and instead required students to wear formal attire.*

### **Restroom and Locker Room Usage**

School districts, as well as students and their families, may find the use of restrooms, locker rooms, changing facilities, and participation in extracurricular activities to be among the more important issues to consider. OCR has recognized that school districts “in preventing and redressing discrimination, ... must formulate, interpret and apply their rules in a manner that respects the legal rights of students, including constitutional rights relating to privacy.”<sup>22</sup> In 2015, the United States Departments of Education and Justice stated that:

Under Title IX, discrimination based on a person’s gender identity, a person’s transgender status, or a person’s nonconformity to sex stereotypes constitutes discrimination based on sex. As such, prohibiting a student from accessing the restrooms that matches his (her) gender identity is prohibited sex discrimination under Title IX. There is a public interest in ensuring that all students, including transgender students, have the opportunity to learn in an environment free of sex discrimination.<sup>23</sup>

Based on a recent OCR finding against an Illinois school district, it is recommended that alternative accommodations, such as a single “unisex” bathroom or private changing space, should be made available to students who request them, but should not be forced upon students, or presented as the only option.

OCR in a recent report issued to an Illinois school district found the district in violation of Title IX for excluding a high school student who is transgender “from participation in and denying her the benefits of its education program, providing services to her in a different manner, subjecting her to different rules of behavior, and subjecting her to different treatment on the basis of sex.”<sup>24</sup> The school district had honored the student’s request to be treated as female in all respects except for her request to be provided access to the girl’s locker rooms. The student used a restroom to change for PE class but did not take the most direct route from the restroom to the gymnasium “because it’s embarrassing. Everyone would see me.” She also took a circuitous route to PE class to avoid standing out. Her PE teacher reported that the student was frequently late to class. In another instance, the student did not receive information given to other students in the locker room by the PE teacher. The district installed ten private changing areas in the girl’s locker room

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<sup>22</sup> Investigation Report, United States Department of Education, Office of Civil Rights issued to Township High School District 211, Palantine Illinois, OCR Case No. 05-014-1055, page 12 (November 2, 2015).

<sup>23</sup> *Grimm v. Gloucester County School Board*, Case No. 4:15cv54 (E.D. Virg. filed June 29, 2015) statement of interest.

<sup>24</sup> Investigation Report, United States Department of Education, Office of Civil Rights issued to Township High School District 211, Palantine Illinois, OCR Case No. 05-014-1055 (November 2, 2015).

including five shower areas and five restroom stalls. The student also stated her intention was to change privately in one of the changing areas.

OCR stated “the District could satisfy its Title IX obligations as well as protect potential or actual student privacy interests.” OCR concluded “that the District, on the basis of sex, excluded [the student] from participation in and denied her the benefits of its education program, providing her different benefits or benefits in a different manner, subjected her to different rules of behavior, and subjected her to her to different treatment in violation of the Title IX regulation, at 34 C.F.R. section 106.31.”<sup>25</sup>

As cited previously in this document Oregon state law prohibits discrimination by public education providers based on an “individual’s actual or perceived heterosexuality, homosexuality, bisexuality or gender identity, regardless of whether the individual’s gender identity, appearance, expression or behavior differs from that traditionally associated with the individual’s sex at birth.”<sup>26</sup> While we are unaware of any Oregon court cases which have interpreted this language, courts from other states have ruled on similar language from their own state laws and have found that this language provides protections for transgender students including the use of a bathroom consistent with the student’s gender identity.<sup>27</sup>

The following are examples of ways in which school officials have responded to situations involving gender-segregated activities or spaces:

***EXAMPLE:** In one elementary school, a transgender student socially transitioned from female to male. After consultation with the student’s family and in accordance with the student’s wishes, the principal informed the staff that in order to foster an inclusive and supportive learning environment, the student will begin using male restrooms, in accordance with the student’s male gender identity and expression.*

***EXAMPLE:** In one high school, a transgender student who had transitioned from male to female was given access to the female changing facility. However, the student was uncomfortable using the female changing facility with other female students, since there were no private changing areas within the facility. The principal examined the changing facility and determined that curtains could easily be put up along one side of a row of benches near the group lockers, providing private changing areas for any students who wished to use them. After the school put up the curtains, the student was comfortable using the changing facility.*

## **Sports and Physical Education**

Physical education is a required part of the curriculum and an important part of many students’ lives. Transgender students are to be provided the same opportunities to participate in physical education as are all other students. Generally, students should be permitted to participate in physical education and intramural sports in accordance with the student’s gender identity that is consistently asserted at school.

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<sup>25</sup> *Id.* at page 13.

<sup>26</sup> ORS 174.100.

<sup>27</sup> See *Doe v Regional School Unit*, 86A.3d 600 (2014).

Generally, transgender students should be permitted to also participate in interschool activities. Oregon law that prohibits discrimination in education also applies to interschool activities where the activity is financed in whole or in part by moneys appropriated by the Legislative Assembly.<sup>28</sup> School districts should also review guidance provided by the Oregon School Activities Association (OSAA) relating to participation in competitive high school inter-school athletic activities.

## **Student Safety**

Research has identified that transgender and gender nonconforming students are often targeted with physical violence and experience a hostile school environment at a higher rate than their peers. As a result, transgender and gender nonconforming students are also more likely to demonstrate frequent absenteeism, higher dropout rates, and higher rates of depression and suicide.<sup>29</sup>

Oregon law requires all school districts to “adopt a policy prohibiting harassment, intimidation or bullying and prohibiting cyberbullying.”<sup>30</sup> This policy must require school district employees to report acts of harassment, intimidation or bullying or an act of cyberbullying to a person identified by the district.<sup>31</sup> This includes harassment, intimidation or bullying against transgender students.

Under Oregon law, “harassment, intimidation or bullying” means any act that:

- (a) ) Substantially interferes with a student’s educational benefits, opportunities or performance;
- (b) Takes place on or immediately adjacent to school grounds, at any school-sponsored activity, on school-provided transportation or at any official school bus stop;
- (c) Has the effect of:
  - (A) Physically harming a student or damaging a student’s property;
  - (B) Knowingly placing a student in reasonable fear of physical harm to the student or damage to the student’s property; or
  - (C) Creating a hostile educational environment, including interfering with the psychological well-being of a student; and
- (d) May be based on, but not be limited to, the protected class status of a person.<sup>32</sup>

Oregon law goes on to define “protected class” as a group of persons distinguished, or perceived to be distinguished, by race, color, religion, sex, sexual orientation, national origin, marital status, familial status, source of income or disability.<sup>33</sup>

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<sup>28</sup> ORS 659.850(2).

<sup>29</sup> 18 Jaime M. Grant, et al., National Center for Transgender Equality and National Gay and Lesbian Task Force, *Injustice at Every Turn: A Report of the National Transgender Discrimination Survey*, 3, 45 (2011).  
[http://www.thetaskforce.org/downloads/reports/reports/ntds\\_full.pdf](http://www.thetaskforce.org/downloads/reports/reports/ntds_full.pdf)

<sup>30</sup> ORS 339.356

<sup>31</sup> ORS 339.356

<sup>32</sup> ORS 339.351

<sup>33</sup> ORS 339.351



Required school district policies must include how the district will publicize the policy within the district including making it readily available to parents, school employees, students and others.<sup>34</sup> School district employees and parents should work together to resolve complaints alleging harassment, bullying or intimidation based on a student's actual or perceived gender identity or expression.

Based on school district policies, school administration should promptly respond to incidents of harassment, bullying or intimidation by taking actions that include, but are not limited to the following: a) intervening to stop the behavior; b) investigating and documenting the incident; c) determining and enforcing appropriate corrective actions within the school's area of responsibility; d) remedying the effects of such behavior on the targeted student and other students; and e) monitoring to ensure that the behavior does not recur.

In some instances, harassment, intimidation or bullying may constitute child abuse and require mandatory reporting by school district employees to law enforcement or the Department of Human Services and to a person designated by the school district.<sup>35</sup>

***EXAMPLE:** During public testimony at a school board meeting a member of the public used the name of a student who is a transgender student and indicated they knew the grade level and school of the student. The person threatened bodily harm against the student if the student continued to attend school. The school district superintendent who was in attendance at the public meeting reported the information to local law enforcement and worked with local law enforcement and the student's parents to ensure the student's safety including not allowing the person access to school grounds.*

### **Resources**

American Academy of Pediatrics, *Gender Identity Development in Children*, (updated 11/21/15). <https://www.healthychildren.org/English/ages-stages/gradeschool/Pages/Gender-Identity-and-Gender-Confusion-In-Children.aspx>

Connecticut Safe Schools Coalition, *Guidelines for Connecticut Schools to Comply with Gender Identity and Expression Non-Discrimination Laws, Frequently Asked Questions* (2012).

[http://www.sde.ct.gov/sde/lib/sde/pdf/equity/title\\_ix/guidelines\\_for\\_schools\\_on\\_gender\\_identity\\_and\\_expression2012oct4.pdf](http://www.sde.ct.gov/sde/lib/sde/pdf/equity/title_ix/guidelines_for_schools_on_gender_identity_and_expression2012oct4.pdf)

*Doe v Regional School Unit*, 86A.3d 600 (2014).

[http://www.courts.maine.gov/opinions\\_orders/supreme/lawcourt/2014/14me11do.pdf](http://www.courts.maine.gov/opinions_orders/supreme/lawcourt/2014/14me11do.pdf)

DOED reply to E. Prince, dated January, 2015.

[http://www.bricker.com/documents/misc/transgender\\_student\\_restroom\\_access\\_1-2015.pdf](http://www.bricker.com/documents/misc/transgender_student_restroom_access_1-2015.pdf)

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<sup>34</sup> ORS 339.356

<sup>35</sup> See ORS 339.370, 339.372 and 419B.005 to 419B.050.

Eugene School District (OR): *Best Practices for Serving Gender Nonconforming Students* (April 2015).

[http://www.4j.lane.edu/staff/4j\\_gendernonconformingstudents\\_bestpractices\\_january2016/](http://www.4j.lane.edu/staff/4j_gendernonconformingstudents_bestpractices_january2016/)

Family Educational Rights and Privacy Act (FERPA)

<http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>

New York State Education Department, *Guidance to School Districts for Creating a Safe and Supportive School Environment For Transgender and Gender Nonconforming Students* (2015).

<http://www.nysed.gov/Press/Transgender-and-Gender-Nonconforming-Students-Guidance-Document>

OCR December 1, 2014 Q and A on Title IX and Single Sex Elementary and Secondary Classes.

<http://www2.ed.gov/about/offices/list/ocr/docs/faqs-title-ix-single-sex-201412.pdf>

OCR Dear Colleague Letter on Title IX Coordinators.

<http://www2.ed.gov/about/offices/list/ocr/letters/colleague-201504-title-ix-coordinators.pdf>

OCR Case No 09-12-1020 (July 24, 2013) Arcadia S.D. Resolution Letter and Agreement.

<https://www.justice.gov/sites/default/files/crt/legacy/2013/07/26/arcadiaagree.pdf>

OCR Case No 09-12-1095 (October, 2014) Downey School District Resolution Letter and Agreement.

<http://www2.ed.gov/documents/press-releases/downey-school-district-letter.pdf>

Oregon Revised Statutes (ORS).

[https://www.oregonlegislature.gov/bills\\_laws/Pages/ORS.aspx](https://www.oregonlegislature.gov/bills_laws/Pages/ORS.aspx)

Portland Public Schools (OR): *Supporting our transgender students* (August 2014).

[http://www.pps.k12.or.us/schools/gray/files/bmadison/PPS\\_LGBTQ\\_FAQ\\_PPS\\_Employees.pdf](http://www.pps.k12.or.us/schools/gray/files/bmadison/PPS_LGBTQ_FAQ_PPS_Employees.pdf)

*Price Waterhouse v Hopkins*, 490 US228, 251 (1989).

<https://supreme.justia.com/cases/federal/us/490/228/case.html>

*Smith v City of Salem*, 378F.3d566, 574-75 (2004).

<http://caselaw.findlaw.com/us-6th-circuit/1380020.html>

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1688.

[http://www2.ed.gov/about/offices/list/ocr/docs/tix\\_dis.html](http://www2.ed.gov/about/offices/list/ocr/docs/tix_dis.html)

Title IV of the Civil Rights Act of 1964, 42 U.S.C. 2000c et seq.

<https://www2.ed.gov/.../civilrights>

**Questions or comments concerning these guidelines can be addressed to:**

Karin Moscon, Civil Rights Education Specialist, Oregon Department of Education,  
[karin.moscon@state.or.us](mailto:karin.moscon@state.or.us)

Ely Sanders, Sexual Health and School Health Specialist, Oregon Department of Education,  
[ely.sanders@state.or.us](mailto:ely.sanders@state.or.us)

Amy McLaughlin, Director of Network System and Information Security, Oregon Department of Education, [amy.mclaughlin@state.or.us](mailto:amy.mclaughlin@state.or.us)

Cindy Hunt, Government and Legal Affairs Manager, Oregon Department of Education,  
[cindy.l.hunt@state.or.us](mailto:cindy.l.hunt@state.or.us)



U.S. Department of Justice  
Civil Rights Division



U.S. Department of Education  
Office for Civil Rights

May 13, 2016

Dear Colleague:

Schools across the country strive to create and sustain inclusive, supportive, safe, and nondiscriminatory communities for all students. In recent years, we have received an increasing number of questions from parents, teachers, principals, and school superintendents about civil rights protections for transgender students. Title IX of the Education Amendments of 1972 (Title IX) and its implementing regulations prohibit sex discrimination in educational programs and activities operated by recipients of Federal financial assistance.<sup>1</sup> This prohibition encompasses discrimination based on a student's gender identity, including discrimination based on a student's transgender status. This letter summarizes a school's Title IX obligations regarding transgender students and explains how the U.S. Department of Education (ED) and the U.S. Department of Justice (DOJ) evaluate a school's compliance with these obligations.

ED and DOJ (the Departments) have determined that this letter is *significant guidance*.<sup>2</sup> This guidance does not add requirements to applicable law, but provides information and examples to inform recipients about how the Departments evaluate whether covered entities are complying with their legal obligations. If you have questions or are interested in commenting on this guidance, please contact ED at [ocr@ed.gov](mailto:ocr@ed.gov) or 800-421-3481 (TDD 800-877-8339); or DOJ at [education@usdoj.gov](mailto:education@usdoj.gov) or 877-292-3804 (TTY: 800-514-0383).

Accompanying this letter is a separate document from ED's Office of Elementary and Secondary Education, *Examples of Policies and Emerging Practices for Supporting Transgender Students*. The examples in that document are taken from policies that school districts, state education agencies, and high school athletics associations around the country have adopted to help ensure that transgender students enjoy a supportive and nondiscriminatory school environment. Schools are encouraged to consult that document for practical ways to meet Title IX's requirements.<sup>3</sup>

#### Terminology

- ☐ *Gender identity* refers to an individual's internal sense of gender. A person's gender identity may be different from or the same as the person's sex assigned at birth.
- ☐ *Sex assigned at birth* refers to the sex designation recorded on an infant's birth certificate should such a record be provided at birth.
- ☐ *Transgender* describes those individuals whose gender identity is different from the sex they were assigned at birth. A *transgender male* is someone who identifies as male but was assigned the sex of female at birth; a *transgender female* is someone who identifies as female but was assigned the sex of male at birth.

(Enclosure D-4)



- *Gender transition* refers to the process in which transgender individuals begin asserting the sex that corresponds to their gender identity instead of the sex they were assigned at birth. During gender transition, individuals begin to live and identify as the sex consistent with their gender identity and may dress differently, adopt a new name, and use pronouns consistent with their gender identity. Transgender individuals may undergo gender transition at any stage of their lives, and gender transition can happen swiftly or over a long duration of time.

### **Compliance with Title IX**

As a condition of receiving Federal funds, a school agrees that it will not exclude, separate, deny benefits to, or otherwise treat differently on the basis of sex any person in its educational programs or activities unless expressly authorized to do so under Title IX or its implementing regulations.<sup>4</sup> The Departments treat a student's gender identity as the student's sex for purposes of Title IX and its implementing regulations. This means that a school must not treat a transgender student differently from the way it treats other students of the same gender identity. The Departments' interpretation is consistent with courts' and other agencies' interpretations of Federal laws prohibiting sex discrimination.<sup>5</sup>

The Departments interpret Title IX to require that when a student or the student's parent or guardian, as appropriate, notifies the school administration that the student will assert a gender identity that differs from previous representations or records, the school will begin treating the student consistent with the student's gender identity. Under Title IX, there is no medical diagnosis or treatment requirement that students must meet as a prerequisite to being treated consistent with their gender identity.<sup>6</sup> Because transgender students often are unable to obtain identification documents that reflect their gender identity (*e.g.*, due to restrictions imposed by state or local law in their place of birth or residence),<sup>7</sup> requiring students to produce such identification documents in order to treat them consistent with their gender identity may violate Title IX when doing so has the practical effect of limiting or denying students equal access to an educational program or activity.

A school's Title IX obligation to ensure nondiscrimination on the basis of sex requires schools to provide transgender students equal access to educational programs and activities even in circumstances in which other students, parents, or community members raise objections or concerns. As is consistently recognized in civil rights cases, the desire to accommodate others' discomfort cannot justify a policy that singles out and disadvantages a particular class of students.<sup>8</sup>

#### **1. Safe and Nondiscriminatory Environment**

Schools have a responsibility to provide a safe and nondiscriminatory environment for all students, including transgender students. Harassment that targets a student based on gender identity, transgender status, or gender transition is harassment based on sex, and the Departments enforce Title IX accordingly.<sup>9</sup> If sex-based harassment creates a hostile environment, the school must take prompt and effective steps to end the harassment, prevent its recurrence, and, as appropriate, remedy its effects. A school's failure to treat students consistent with their gender identity may create or contribute to a hostile environment in violation of Title IX. For a more detailed discussion of Title IX

requirements related to sex-based harassment, see guidance documents from ED's Office for Civil Rights (OCR) that are specific to this topic.<sup>10</sup>

## **2. Identification Documents, Names, and Pronouns**

Under Title IX, a school must treat students consistent with their gender identity even if their education records or identification documents indicate a different sex. The Departments have resolved Title IX investigations with agreements committing that school staff and contractors will use pronouns and names consistent with a transgender student's gender identity.<sup>11</sup>

## **3. Sex-Segregated Activities and Facilities**

Title IX's implementing regulations permit a school to provide sex-segregated restrooms, locker rooms, shower facilities, housing, and athletic teams, as well as single-sex classes under certain circumstances.<sup>12</sup> When a school provides sex-segregated activities and facilities, transgender students must be allowed to participate in such activities and access such facilities consistent with their gender identity.<sup>13</sup>

- ☐ **Restrooms and Locker Rooms.** A school may provide separate facilities on the basis of sex, but must allow transgender students access to such facilities consistent with their gender identity.<sup>14</sup> A school may not require transgender students to use facilities inconsistent with their gender identity or to use individual-user facilities when other students are not required to do so. A school may, however, make individual-user options available to all students who voluntarily seek additional privacy.<sup>15</sup>
- ☐ **Athletics.** Title IX regulations permit a school to operate or sponsor sex-segregated athletics teams when selection for such teams is based upon competitive skill or when the activity involved is a contact sport.<sup>16</sup> A school may not, however, adopt or adhere to requirements that rely on overly broad generalizations or stereotypes about the differences between transgender students and other students of the same sex (*i.e.*, the same gender identity) or others' discomfort with transgender students.<sup>17</sup> Title IX does not prohibit age-appropriate, tailored requirements based on sound, current, and research-based medical knowledge about the impact of the students' participation on the competitive fairness or physical safety of the sport.<sup>18</sup>
- ☐ **Single-Sex Classes.** Although separating students by sex in classes and activities is generally prohibited, nonvocational elementary and secondary schools may offer nonvocational single-sex classes and extracurricular activities under certain circumstances.<sup>19</sup> When offering such classes and activities, a school must allow transgender students to participate consistent with their gender identity.
- ☐ **Single-Sex Schools.** Title IX does not apply to the admissions policies of certain educational institutions, including nonvocational elementary and secondary schools, and private undergraduate colleges.<sup>20</sup> Those schools are therefore permitted under Title IX to set their own

sex-based admissions policies. Nothing in Title IX prohibits a private undergraduate women's college from admitting transgender women if it so chooses.

- **Social Fraternities and Sororities.** Title IX does not apply to the membership practices of social fraternities and sororities.<sup>21</sup> Those organizations are therefore permitted under Title IX to set their own policies regarding the sex, including gender identity, of their members. Nothing in Title IX prohibits a fraternity from admitting transgender men or a sorority from admitting transgender women if it so chooses.
- **Housing and Overnight Accommodations.** Title IX allows a school to provide separate housing on the basis of sex.<sup>22</sup> But a school must allow transgender students to access housing consistent with their gender identity and may not require transgender students to stay in single-occupancy accommodations or to disclose personal information when not required of other students. Nothing in Title IX prohibits a school from honoring a student's voluntary request for single-occupancy accommodations if it so chooses.<sup>23</sup>
- **Other Sex-Specific Activities and Rules.** Unless expressly authorized by Title IX or its implementing regulations, a school may not segregate or otherwise distinguish students on the basis of their sex, including gender identity, in any school activities or the application of any school rule. Likewise, a school may not discipline students or exclude them from participating in activities for appearing or behaving in a manner that is consistent with their gender identity or that does not conform to stereotypical notions of masculinity or femininity (e.g., in yearbook photographs, at school dances, or at graduation ceremonies).<sup>24</sup>

#### **4. Privacy and Education Records**

Protecting transgender students' privacy is critical to ensuring they are treated consistent with their gender identity. The Departments may find a Title IX violation when a school limits students' educational rights or opportunities by failing to take reasonable steps to protect students' privacy related to their transgender status, including their birth name or sex assigned at birth.<sup>25</sup> Nonconsensual disclosure of personally identifiable information (PII), such as a student's birth name or sex assigned at birth, could be harmful to or invade the privacy of transgender students and may also violate the Family Educational Rights and Privacy Act (FERPA).<sup>26</sup> A school may maintain records with this information, but such records should be kept confidential.

- **Disclosure of Personally Identifiable Information from Education Records.** FERPA generally prevents the nonconsensual disclosure of PII from a student's education records; one exception is that records may be disclosed to individual school personnel who have been determined to have a legitimate educational interest in the information.<sup>27</sup> Even when a student has disclosed the student's transgender status to some members of the school community, schools may not rely on this FERPA exception to disclose PII from education records to other school personnel who do not have a legitimate educational interest in the information. Inappropriately disclosing (or requiring students or their parents to disclose) PII from education records to the school community may

violate FERPA and interfere with transgender students' right under Title IX to be treated consistent with their gender identity.

- **Disclosure of Directory Information.** Under FERPA's implementing regulations, a school may disclose appropriately designated directory information from a student's education record if disclosure would not generally be considered harmful or an invasion of privacy.<sup>28</sup> Directory information may include a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance.<sup>29</sup> School officials may not designate students' sex, including transgender status, as directory information because doing so could be harmful or an invasion of privacy.<sup>30</sup> A school also must allow eligible students (*i.e.*, students who have reached 18 years of age or are attending a postsecondary institution) or parents, as appropriate, a reasonable amount of time to request that the school not disclose a student's directory information.<sup>31</sup>
- **Amendment or Correction of Education Records.** A school may receive requests to correct a student's education records to make them consistent with the student's gender identity. Updating a transgender student's education records to reflect the student's gender identity and new name will help protect privacy and ensure personnel consistently use appropriate names and pronouns.
  - Under FERPA, a school must consider the request of an eligible student or parent to amend information in the student's education records that is inaccurate, misleading, or in violation of the student's privacy rights.<sup>32</sup> If the school does not amend the record, it must inform the requestor of its decision and of the right to a hearing. If, after the hearing, the school does not amend the record, it must inform the requestor of the right to insert a statement in the record with the requestor's comments on the contested information, a statement that the requestor disagrees with the hearing decision, or both. That statement must be disclosed whenever the record to which the statement relates is disclosed.<sup>33</sup>
  - Under Title IX, a school must respond to a request to amend information related to a student's transgender status consistent with its general practices for amending other students' records.<sup>34</sup> If a student or parent complains about the school's handling of such a request, the school must promptly and equitably resolve the complaint under the school's Title IX grievance procedures.<sup>35</sup>

\* \* \*

We appreciate the work that many schools, state agencies, and other organizations have undertaken to make educational programs and activities welcoming, safe, and inclusive for all students.

Sincerely,

/s/

Catherine E. Lhamon  
Assistant Secretary for Civil Rights  
U.S. Department of Education

/s/

Vanita Gupta  
Principal Deputy Assistant Attorney General for Civil Rights  
U.S. Department of Justice



<sup>1</sup> 20 U.S.C. §§ 1681–1688; 34 C.F.R. Pt. 106; 28 C.F.R. Pt. 54. In this letter, the term *schools* refers to recipients of Federal financial assistance at all educational levels, including school districts, colleges, and universities. An educational institution that is controlled by a religious organization is exempt from Title IX to the extent that compliance would not be consistent with the religious tenets of such organization. 20 U.S.C. § 1681(a)(3); 34 C.F.R. § 106.12(a).

<sup>2</sup> Office of Management and Budget, Final Bulletin for Agency Good Guidance Practices, 72 Fed. Reg. 3432 (Jan. 25, 2007), [www.whitehouse.gov/sites/default/files/omb/fedreg/2007/012507\\_good\\_guidance.pdf](http://www.whitehouse.gov/sites/default/files/omb/fedreg/2007/012507_good_guidance.pdf).

<sup>3</sup> ED, *Examples of Policies and Emerging Practices for Supporting Transgender Students* (May 13, 2016), [www.ed.gov/oese/oshs/emergingpractices.pdf](http://www.ed.gov/oese/oshs/emergingpractices.pdf). OCR also posts many of its resolution agreements in cases involving transgender students online at [www.ed.gov/ocr/lgbt.html](http://www.ed.gov/ocr/lgbt.html). While these agreements address fact-specific cases, and therefore do not state general policy, they identify examples of ways OCR and recipients have resolved some issues addressed in this guidance.

<sup>4</sup> 34 C.F.R. §§ 106.4, 106.31(a). For simplicity, this letter cites only to ED's Title IX regulations. DOJ has also promulgated Title IX regulations. See 28 C.F.R. Pt. 54. For purposes of how the Title IX regulations at issue in this guidance apply to transgender individuals, DOJ interprets its regulations similarly to ED. State and local rules cannot limit or override the requirements of Federal laws. See 34 C.F.R. § 106.6(b).

<sup>5</sup> See, e.g., *Price Waterhouse v. Hopkins*, 490 U.S. 228 (1989); *Oncale v. Sundowner Offshore Servs. Inc.*, 523 U.S. 75, 79 (1998); *G.G. v. Gloucester Cnty. Sch. Bd.*, No. 15-2056, 2016 WL 1567467, at \*8 (4th Cir. Apr. 19, 2016); *Glenn v. Brumby*, 663 F.3d 1312, 1317 (11th Cir. 2011); *Smith v. City of Salem*, 378 F.3d 566, 572-75 (6th Cir. 2004); *Rosa v. Park W. Bank & Trust Co.*, 214 F.3d 213, 215–16 (1st Cir. 2000); *Schwenk v. Hartford*, 204 F.3d 1187, 1201–02 (9th Cir. 2000); *Schroer v. Billington*, 577 F. Supp. 2d 293, 306-08 (D.D.C. 2008); *Macy v. Dep't of Justice*, Appeal No. 012012082 (U.S. Equal Emp't Opportunity Comm'n Apr. 20, 2012). See also U.S. Dep't of Labor (USDOL), Training and Employment Guidance Letter No. 37-14, *Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System* (2015), [wdr.doleta.gov/directives/attach/TEGL/TEGL\\_37-14.pdf](http://wdr.doleta.gov/directives/attach/TEGL/TEGL_37-14.pdf); USDOL, Job Corps, Directive: Job Corps Program Instruction Notice No. 14-31, *Ensuring Equal Access for Transgender Applicants and Students to the Job Corps Program* (May 1, 2015), [https://supportservices.jobcorps.gov/Program%20Instruction%20Notices/pi\\_14\\_31.pdf](https://supportservices.jobcorps.gov/Program%20Instruction%20Notices/pi_14_31.pdf); DOJ, Memorandum from the Attorney General, *Treatment of Transgender Employment Discrimination Claims Under Title VII of the Civil Rights Act of 1964* (2014), [www.justice.gov/sites/default/files/opa/press-releases/attachments/2014/12/18/title\\_vii\\_memo.pdf](http://www.justice.gov/sites/default/files/opa/press-releases/attachments/2014/12/18/title_vii_memo.pdf); USDOL, Office of Federal Contract Compliance Programs, Directive 2014-02, *Gender Identity and Sex Discrimination* (2014), [www.dol.gov/ofccp/regs/compliance/directives/dir2014\\_02.html](http://www.dol.gov/ofccp/regs/compliance/directives/dir2014_02.html).

<sup>6</sup> See *Lusardi v. Dep't of the Army*, Appeal No. 0120133395 at 9 (U.S. Equal Emp't Opportunity Comm'n Apr. 1, 2015) (“An agency may not condition access to facilities—or to other terms, conditions, or privileges of employment—on the completion of certain medical steps that the agency itself has unilaterally determined will somehow prove the bona fides of the individual's gender identity.”).

<sup>7</sup> See *G.G.*, 2016 WL 1567467, at \*1 n.1 (noting that medical authorities “do not permit sex reassignment surgery for persons who are under the legal age of majority”).

<sup>8</sup> 34 C.F.R. § 106.31(b)(4); see *G.G.*, 2016 WL 1567467, at \*8 & n.10 (affirming that individuals have legitimate and important privacy interests and noting that these interests do not inherently conflict with nondiscrimination principles); *Cruzan v. Special Sch. Dist. No. 1*, 294 F.3d 981, 984 (8th Cir. 2002) (rejecting claim that allowing a transgender woman “merely [to be] present in the women's faculty restroom” created a hostile environment); *Glenn*, 663 F.3d at 1321 (defendant's proffered justification that “other women might object to [the plaintiff's] restroom use” was “wholly irrelevant”). See also *Palmore v. Sidoti*, 466 U.S. 429, 433 (1984) (“Private biases may be outside the reach of the law, but the law cannot, directly or indirectly, give them effect.”); *City of Cleburne v. Cleburne Living Ctr.*, 473 U.S. 432, 448 (1985) (recognizing that “mere negative attitudes, or fear . . . are not permissible bases for” government action).

<sup>9</sup> See, e.g., Resolution Agreement, *In re Downey Unified Sch. Dist.*, CA, OCR Case No. 09-12-1095, (Oct. 8, 2014), [www.ed.gov/documents/press-releases/downey-school-district-agreement.pdf](http://www.ed.gov/documents/press-releases/downey-school-district-agreement.pdf) (agreement to address harassment of transgender student, including allegations that peers continued to call her by her former name, shared pictures of her prior to her transition, and frequently asked questions about her anatomy and sexuality); Consent Decree, *Doe v. Anoka-Hennepin Sch. Dist. No. 11*, MN (D. Minn. Mar. 1, 2012), [www.ed.gov/ocr/docs/investigations/05115901-d.pdf](http://www.ed.gov/ocr/docs/investigations/05115901-d.pdf) (consent decree to address sex-based harassment, including based on nonconformity with gender stereotypes); Resolution Agreement, *In re Tehachapi Unified Sch. Dist.*, CA, OCR Case No. 09-11-1031 (June 30, 2011), [www.ed.gov/ocr/docs/investigations/09111031-b.pdf](http://www.ed.gov/ocr/docs/investigations/09111031-b.pdf) (agreement to address sexual and gender-based harassment, including harassment based on nonconformity with gender stereotypes). See also *Lusardi*, Appeal No. 0120133395, at \*15 (“Persistent failure to use the employee’s correct name and pronoun may constitute unlawful, sex-based harassment if such conduct is either severe or pervasive enough to create a hostile work environment”).

<sup>10</sup> See, e.g., OCR, *Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties* (2001), [www.ed.gov/ocr/docs/shguide.pdf](http://www.ed.gov/ocr/docs/shguide.pdf); OCR, *Dear Colleague Letter: Harassment and Bullying* (Oct. 26, 2010), [www.ed.gov/ocr/letters/colleague-201010.pdf](http://www.ed.gov/ocr/letters/colleague-201010.pdf); OCR, *Dear Colleague Letter: Sexual Violence* (Apr. 4, 2011), [www.ed.gov/ocr/letters/colleague-201104.pdf](http://www.ed.gov/ocr/letters/colleague-201104.pdf); OCR, *Questions and Answers on Title IX and Sexual Violence* (Apr. 29, 2014), [www.ed.gov/ocr/docs/qa-201404-title-ix.pdf](http://www.ed.gov/ocr/docs/qa-201404-title-ix.pdf).

<sup>11</sup> See, e.g., Resolution Agreement, *In re Cent. Piedmont Cmty. Coll.*, NC, OCR Case No. 11-14-2265 (Aug. 13, 2015), [www.ed.gov/ocr/docs/investigations/more/11142265-b.pdf](http://www.ed.gov/ocr/docs/investigations/more/11142265-b.pdf) (agreement to use a transgender student’s preferred name and gender and change the student’s official record to reflect a name change).

<sup>12</sup> 34 C.F.R. §§ 106.32, 106.33, 106.34, 106.41(b).

<sup>13</sup> See 34 C.F.R. § 106.31.

<sup>14</sup> 34 C.F.R. § 106.33.

<sup>15</sup> See, e.g., Resolution Agreement, *In re Township High Sch. Dist. 211*, IL, OCR Case No. 05-14-1055 (Dec. 2, 2015), [www.ed.gov/ocr/docs/investigations/more/05141055-b.pdf](http://www.ed.gov/ocr/docs/investigations/more/05141055-b.pdf) (agreement to provide any student who requests additional privacy “access to a reasonable alternative, such as assignment of a student locker in near proximity to the office of a teacher or coach; use of another private area (such as a restroom stall) within the public area; use of a nearby private area (such as a single-use facility); or a separate schedule of use.”).

<sup>16</sup> 34 C.F.R. § 106.41(b). Nothing in Title IX prohibits schools from offering coeducational athletic opportunities.

<sup>17</sup> 34 C.F.R. § 106.6(b), (c). An interscholastic athletic association is subject to Title IX if (1) the association receives Federal financial assistance or (2) its members are recipients of Federal financial assistance and have ceded controlling authority over portions of their athletic program to the association. Where an athletic association is covered by Title IX, a school’s obligations regarding transgender athletes apply with equal force to the association.

<sup>18</sup> The National Collegiate Athletic Association (NCAA), for example, reported that in developing its policy for participation by transgender students in college athletics, it consulted with medical experts, athletics officials, affected students, and a consensus report entitled *On the Team: Equal Opportunity for Transgender Student Athletes* (2010) by Dr. Pat Griffin & Helen J. Carroll (*On the Team*), [https://www.ncaa.org/sites/default/files/NCLR\\_TransStudentAthlete%2B\(2\).pdf](https://www.ncaa.org/sites/default/files/NCLR_TransStudentAthlete%2B(2).pdf). See NCAA Office of Inclusion, *NCAA Inclusion of Transgender Student-Athletes* 2, 30-31 (2011), [https://www.ncaa.org/sites/default/files/Transgender\\_Handbook\\_2011\\_Final.pdf](https://www.ncaa.org/sites/default/files/Transgender_Handbook_2011_Final.pdf) (citing *On the Team*). The *On the Team* report noted that policies that may be appropriate at the college level may “be unfair and too complicated for [the high school] level of competition.” *On the Team* at 26. After engaging in similar processes, some state interscholastic athletics associations have adopted policies for participation by transgender students in high school athletics that they determined were age-appropriate.

<sup>19</sup> 34 C.F.R. § 106.34(a), (b). Schools may also separate students by sex in physical education classes during participation in contact sports. *Id.* § 106.34(a)(1).

<sup>20</sup> 20 U.S.C. § 1681(a)(1); 34 C.F.R. § 106.15(d); 34 C.F.R. § 106.34(c) (a recipient may offer a single-sex public nonvocational elementary and secondary school so long as it provides students of the excluded sex a “substantially

---

equal single-sex school or coeducational school”).

<sup>21</sup> 20 U.S.C. § 1681(a)(6)(A); 34 C.F.R. § 106.14(a).

<sup>22</sup> 20 U.S.C. § 1686; 34 C.F.R. § 106.32.

<sup>23</sup> See, e.g., Resolution Agreement, *In re Arcadia Unified Sch. Dist., CA*, OCR Case No. 09-12-1020, DOJ Case No. 169-12C-70, (July 24, 2013), [www.justice.gov/sites/default/files/crt/legacy/2013/07/26/arcadiaagree.pdf](http://www.justice.gov/sites/default/files/crt/legacy/2013/07/26/arcadiaagree.pdf) (agreement to provide access to single-sex overnight events consistent with students’ gender identity, but allowing students to request access to private facilities).

<sup>24</sup> See 34 C.F.R. §§ 106.31(a), 106.31(b)(4). See also, *In re Downey Unified Sch. Dist., CA*, *supra* n. 9; *In re Cent. Piedmont Cmty. Coll., NC*, *supra* n. 11.

<sup>25</sup> 34 C.F.R. § 106.31(b)(7).

<sup>26</sup> 20 U.S.C. § 1232g; 34 C.F.R. Part 99. FERPA is administered by ED’s Family Policy Compliance Office (FPCO). Additional information about FERPA and FPCO is available at [www.ed.gov/fpcoc](http://www.ed.gov/fpcoc).

<sup>27</sup> 20 U.S.C. § 1232g(b)(1)(A); 34 C.F.R. § 99.31(a)(1).

<sup>28</sup> 34 C.F.R. §§ 99.3, 99.31(a)(11), 99.37.

<sup>29</sup> 20 U.S.C. § 1232g(a)(5)(A); 34 C.F.R. § 99.3.

<sup>30</sup> Letter from FPCO to Institutions of Postsecondary Education 3 (Sept. 2009), [www.ed.gov/policy/gen/guid/fpcoc/doc/censuslettertohighered091609.pdf](http://www.ed.gov/policy/gen/guid/fpcoc/doc/censuslettertohighered091609.pdf).

<sup>31</sup> 20 U.S.C. § 1232g(a)(5)(B); 34 C.F.R. §§ 99.3, 99.37(a)(3).

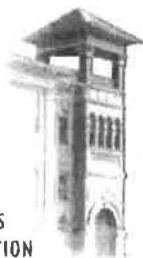
<sup>32</sup> 34 C.F.R. § 99.20.

<sup>33</sup> 34 C.F.R. §§ 99.20-99.22.

<sup>34</sup> See 34 C.F.R. § 106.31(b)(4).

<sup>35</sup> 34 C.F.R. § 106.8(b).

130 YEARS  
OF EDUCATION



# LEBANON Community Schools

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

July 1, 2016

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).

	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Breakfast - meal rate	Federal Rate by location and meal, US General Services Admin, Per Diem Rates / M&IE	\$11.00	\$11.00	\$11.00	\$11.00
Lunch – meal rate		\$12.00	\$12.00	\$15.00	\$15.00
Dinner – meal rate		\$26.00	\$26.00	\$29.00	\$29.00
Total Per Day		\$49.00	\$49.00	\$55.00	\$55.00
Daily Per Diem Rate				\$55.00	\$55.00
Lodging Maximum* (including taxes)		\$135.00	\$135.00	\$145.00	\$145.00
Brown Bag	\$6.00	\$6.50	\$6.50	\$7.00	\$7.00
Mileage**					
July – December	55.5	56.5	56	57.5	
January - June	56.5	56	57.5	54	

\* 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 E-1)

LEA:Employee Reimbursement Rates 2015-16.docx

Linda Darling • Business Director • Phone: 541-259-8945 • E-mail: [Linda.Darling@lebanon.k12.or.us](mailto:Linda.Darling@lebanon.k12.or.us) • Fax: 541-259-6857

**(Enclosure E-1)**



May 26, 2016

2<sup>nd</sup> Request

For official recognition on the newly named "Warrior Community "Track and Field" signage and in compliance with Board Policy FF, I am submitting the following: Rick Franklin, Gary Jones, Al Sullivan, and Jim McDaniels. These community members donated countless hours and resources towards the development of this facility.

Thank you for your consideration.

*Bo Yates*

**LEBANON COMMUNITY SCHOOL DISTRICT #9**  
**LANDSCAPE MAINTENANCE CONTRACT**  
**2016 – 2017**

This Contract is entered into this **1st day of June, 2016** between **Cornerstone Associates, Inc.**, doing business as **Cornerstone Landscape Maintenance** (hereinafter called "Contractor"), and the **Lebanon Community School District**, acting through its School Board (hereinafter called "District"). The Contractor hereby represents and warrants that it is currently a Qualified Rehabilitation Facility (QRF) as approved by the State of Oregon and will comply with the applicable requirements of the QRF statute and rules. The contract below is contingent on DAS approval.

**1. Statement of Work**

- A. This project involves the landscape maintenance services for Cascades, District Office, Green Acres, Hamilton Creek, Lacombe, Lebanon High, Pioneer, Riverview and Seven Oak Schools.
- B. Contractor will be required to provide the District with a 100% Performance Bond prior to beginning the work. The work is to be performed by highly skilled and professional workers at a level of quality that meets the highest standards for landscape maintenance. All work and performance standards described in the Bid Packet, including the Invitation to Bid, the Bid Form, Instructions to Bidders, and Specifications, are included in the scope of work and by this reference are hereby made part of this Contract.

**2. Changes in Work**

No claim for extra work shall be considered or allowed unless such extra work shall have been previously ordered by District or its representative in writing.

**3. Time and Duration of Contract**

The contract shall commence on July 1, 2016 and conclude on June 30, 2017. The District may at its sole discretion, offer to extend the term of this contract to an agreed upon term by written notice to Contractor at least sixty (60) days before the expiration of the contract term.

The exercise of the option shall be for the period specified only and for the prices mutually agreed upon. All other terms and conditions of the contract shall apply to the extended period.

**4. Consideration**

- A. For full and proper completion of the specified services the District shall pay the Contractor a total sum of \$100,034.22 for the contract period of July 1, 2016 through June 30, 2017. Payment will be in twelve (12) equal monthly installments of \$8,336.19.
- B. Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed original invoice, with supporting documents if required. Payment for accepted services will be accomplished by submission of an original invoice, in duplicate to:

Lebanon Community School District  
Facility Operations Department  
485 S. 5th Street  
Lebanon, Oregon 97355

- C. Contractor shall not be compensated for the work performed under this Contract from any other agency or department.

- D. Contractor shall not submit billings for, and District will not pay, any amount in excess of the maximum compensation amount set forth above. However, if additional work beyond the scope of this Contract is requested in writing by the District Director of Facility Operations; the Contractor may bill the District at a rate of \$38.25 per crew hour for no more than the maximum number of hours specified by the District. If the maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs work subject to the amendment. Contractor shall notify District's supervising representative in writing sixty (60) calendar days before contract expires of the upcoming expiration of the Contract. No payment will be made for any services performed before the beginning date or after the expiration date of this Contract.

**5. Travel**

Travel expenses shall be included as a part of the consideration identified in Section 6 of this Contract. No additional payments for travel shall be made under this Contract.

**6. Funds Available and Authorized**

District certifies that at the time this Contract is written, sufficient funds are available and authorized for expenditure to finance costs of this Contract within District's current appropriation or limitation.

**7. Subcontractors**

Contractor shall not enter into any subcontracts for any work scheduled under this Contract without obtaining prior written approval from District's Director of Facility Operations.

**8. Assignment**

Contractor shall not assign or transfer interest in this Contract without the express written consent of District.

**9. Amendments**

Terms of this Contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties.

**10. Termination**

- A. This Contract may be terminated immediately without statement of cause at any time by mutual consent of both parties, or by either party upon sixty (60) days of notice, in writing, delivered by certified mail or in person.
- B. District may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by District, under any of the following conditions;
- 1) If funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The Contract may be modified to accommodate reduction in funds.
  - 2) If federal or state laws, rules, regulations, or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
  - 3) If any license or certification required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked or not renewed.

- C. Any termination of this contract under Paragraph A, of this section shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

#### **11. Default**

- A. District, by written notice to Contractor of default, including breach of contract, may terminate the whole, or any part of this Contract;
  - 1) If Contractor fails to provide services called for by this Contract or any extension thereof; or
  - 2) If Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from District fails to correct such failures within ten (10) days or such longer period as District may authorize.
- B. Contractor shall perform all services required by this contract within the time specified in this contract, including extensions. All services shall be performed in the most highly professional manner, and in accordance with the utmost industry standards. Unless the means of methods of performing a task is specified elsewhere in the Contract shall constitute breach of Contract.
- C. Contractor shall provide one or more qualified persons responsible for assuring that the services provided meet contract requirements. Such person(s) shall consult with District representatives as designated to provide a forum for the discussion and resolution of mutual issues and concerns. When necessary, this consultation shall include on-site visits to the District.
- D. The rights and remedies of District provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **12. Inspections/Acceptance**

- A. The District shall have ten (10) calendar days from date of completion of performance of the services within which to inspect and accept or reject them. If the services are rejected, the District shall provide Contractor with written notification of rejection. Notice of rejection shall include itemization of apparent defects, including but not limited to discrepancies between the services, the applicable specifications or warranties; or otherwise nonconforming services or goods (including late performance). Notice of rejection shall also indicate whether correction of failures will be allowed.
- B. The District may elect to have the Contractor perform services that comply with the Contract specifications and warranties, or may, in its sole discretion, have the services performed by other forces and charge the cost to Contractor.

#### **13. Force Majeure**

Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, war or any other cause which is beyond such party's reasonable control.

#### **14. Waiver**

The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.

#### **15. State Tort Claims Act**

Contractor is not an officer, employee or agent of the District, as those terms apply in ORS 30.265.



## 16. Indemnity

Contractor shall save and hold harmless the Lebanon Community School District, its members and its officers and employees, from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under the Contract.

## 17. Insurance Requirement

- A. **Workers' Compensation Insurance** in compliance with OR 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.
- B. Contractor shall secure, at Contractor's expense and keep in effect during the term of any Contract, **Comprehensive General Liability Insurance** with a combined single limit, or the equivalent, of not less than \$500,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the Lebanon School District, and their divisions, officers and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract.
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent, of not less than Oregon Financial Responsibility Law(OR 806.060), \$500,000 each incident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- D. **Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to District.
- E. **Certificates of Insurance.** As evidence of the insurance coverage required by this Contract, the Contractor shall furnish acceptable insurance certificates to District prior to issuance of a Notice to Proceed. The certificate will specify all of the parties who are Additional Insured. Insuring Companies or entities are subject to District acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to District. The contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

## 18. Successors of Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

## 19. Nondiscrimination

Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1998 (P. L. No.101-336), OR659.425, and all regulations and administrative rules established pursuant to those laws.

## 20. Compliance With Applicable Law

Contractor shall comply with all laws applicable to the payment of employees, subcontractors, suppliers and others providing services to Contractor, including but not limited to the following:

- A. ORS 279.312 Contractor agrees to:
- B. ORS 279.314 Conditions concerning payment of claims by public officers:

C. ORS 279.316 Conditions concerning hour of labor:

D. ORS 279.320 Conditions concerning payment for medical care and providing workers' compensation:

**21. Government Employment Status**

A. If payment under this Contract is to be charged against State Funds, Contractor certifies that he/she is not currently employed by the State of Oregon.

B. Contractor certifies he/she is not an employee of the Lebanon Community School District.

**22. Retirement System and Benefit Status**

Contractor is not a contributing member of the Public Employees' Retirement System and acquires no rights to membership in the system by reason of work performed under this Contract. Contractor is responsible for any federal or state taxes applicable to payment on this contract. Contractor is not eligible for any benefits from this contract including payment of Federal social security, unemployment insurance, workers' compensation or the Public Employees' Retirement System, except to the extent the Contractor may be eligible for benefits as a self-employed individual.

**23. Criminal History Checks**

The Contractor shall cause to have completed a criminal history records check on all employees performing work on behalf of the Contractor for the District. Should any employee have a criminal history record, the Contractor will consult with the District prior to assigning that employee to work. The District shall have final authority to determine whether any employee or prospective employee of the Contractor who has a criminal record may perform work on District property. The Contractor shall be responsible for any and all costs associated with obtaining criminal history records.

**24. Material Safety Data Sheets/Safety**

Contractor will be required to provide the District with Material Safety Data Sheets on all products used in the performance of the work. Contractor will also comply with all federal, state and local laws, rules and ordinances governing worker safety during the work.

**25. Captions**

The captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Contract.

**26. Execution and Counterparts**

This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

**27. Severability**

A. If any provision of this Contract is held invalid or unenforceable by any court of the competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Contract.

B. The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and

the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**28. Compliance with Tax Laws**

Pursuant to OR 305.385(6), Contractor certifies by the signature below, under penalty of perjury, that he/she is in compliance with Oregon's tax laws.

**29. Merger**

This Contract constitutes the entire Contract between the parties. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified in this Contract regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it and agrees to be bound by its terms and conditions.

**IN WITNESS WHEREOF**, Contractor and District have executed this Contract as of the date first above written.

**For Contractor:**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone FAX

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Date

Contractor's Federal Tax ID #: \_\_\_\_\_

Contractor's Construction board License Number: \_\_\_\_\_

**For District:**

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Date

## **APPENDIX A**

### **Lebanon Community School District Drug-Free Workplace Form**

The undersigned company, in accordance with Oregon law, hereby certifies that **Cornerstone Landscape Maintenance** does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilt or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

\_\_\_\_\_ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

\_\_\_\_\_ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

---

Authorized Representative's Signature

Date



**SUMMARY OF ANNUAL COSTS**  
03072006

**Oregon Department of Administrative Services**  
**Project Costing Worksheet**

The summary sheet is linked to the other sheets in this workbook. Any area shaded in light green is either a formula or linked to another work sheet. The only manual input to this sheet will be to input the QRF name. The costs are to be divided into five categories: Raw Materials, Labor, Overhead, Delivery and Reserve Costs. Raw materials consist of supplies, small equipment & tools, and large or special equipment. Each category is detailed on the following sheets. Labor costs is direct labor used to produce or service the contract. Overhead costs is a line item charge which is computed on the overhead sheet. Transportation or delivery and reserve computations are also completed on the following sheets. All these costs will vary depending upon your organization and the specifications for the project. Each sheet will have an example calculation and further instructions for completion.

**QRF Name** Cornerstone Associates, Inc.  
**Project** Lebanon Schools & Ball Fields 2016-2017

**Executive Director Signature:** \_\_\_\_\_

**Raw Materials**

Per Time Use - Supplies	(from supplies worksheet)	\$ 6,928.37
Equipment, Tools & Subcontracting	(from small equipment worksheet)	\$ 8,898.79
	<b>Subtotal 1</b>	\$ 13,827.17

**Labor**

Direct Labor	(from labor daily worksheet)	\$ 72,463.29
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**Overhead**

See Overhead Worksheet		\$ 8,002.05
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**Delivery**

Transportation	(from Trans & Reserve worksheet)	\$ 2,740.00
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<b>Total Before Margin</b>	\$ 95,032.51
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**Reserve**

Margin Held in Reserve	(from Trans & Reserve worksheet)	\$ 5,001.71
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<b>Total Bid Yearly</b>	\$ 100,034.22
<b>Monthly</b>	\$ 8,338.19

**LEBANON COMMUNITY SCHOOLS**  
**Lebanon, Linn County, Oregon**  
**Budget Committee Meeting #2 Minutes**  
**April 28, 2016**

The second Budget Committee meeting for 2016 was held in the Board Room at the District Office on April 28, 2016. Richard Borden, Board Chairperson, called the meeting to order at 7:00 p.m. Those present included:

Richard Borden	Board Member	Terry Deacon	Budget Member
Jerry Williams	Board Member	Macey France	Budget Member
Liz Alperin	Board Member	John Snyder	Budget Member
Russ McUne	Board Member	Todd Gestrin	Budget Member
Mike Martin	Board Member	Jennifer Meckley	HR Director
Bo Yates	Assistant Superintendent	Linda Darling	Business Director

Superintendent Rob Hess and Budget Committee Member Bill Barish was absent from this meeting.

**Approve April 14, 2016 Minutes (Enclosure 2)**

Richard Borden made a motion to approve the April 14, 2016 Budget Committee Minutes as presented. Russ McUne seconded. The motion passed unanimously.

**Public Comments**

There were no public comments.

**Discussion of Proposed 2016-2017 Budget**

Linda Darling went through the handout that she gave the Committee. She pointed out the corrected budget line items and amounts, which were discussed at the last meeting.

Linda Darling gave the Committee a handout with AVID financial information which was requested at the last Budget Committee meeting. Over the last two years the cost for AVID is close to \$800,000.

Linda Darling spoke regarding the funding for the School Resource Officer. She pointed out that last year \$80,000 was budgeted and the proposed budget has been reduced to \$50,000. She explained that the District and City of Lebanon are in negotiations regarding the SRO position. At this time the District can only afford \$50,000. In the end it would be a board decision.

Jennifer Meckley added that through the negotiation process for the SRO the District is looking at services and what we need.

Todd Gestrin pointed out that he is also on the Lebanon City Budget Committee and the District is paying 75% of the police officer's salary, when at any time during the day the officer can be called away. As a taxpayer he is concerned. He wondered if maybe a police officer on a lower pay scale would work.

(Enclosure G-2)

Richard Borden pointed out that the SROs carry on service for the District outside of the school day. He would want someone with tenure.

The Committee discussed the importance of the SRO and the job duties.

Linda Darling presented the financial report. In the proposed budget there is \$2,950,000 for the beginning fund balance however, the current projection is \$2,600,000. This would have a negative impact on the 2016-2017 budget. The \$1M contingency, which can only be used for unexpected expenses, would be the area that would be impacted with the shortfall in the beginning fund balance. In this proposed budget we have maintained the current staff, and put in for additional custodial staff due to ending the WVRC contract.

Russ McUne asked Linda Darling if she had to project what the ending fund balance in 2016-2017, what it would be. She explained that there are a number of things that will directly impact that. The projected budget includes 140 ADMr for the Beyond LHS program, but due to the changes in the law there will potentially only be 40 students in the Beyond LHS program. This presents a potential loss of \$700,000 dollars. Linda said that she would project an Ending Fund Balance of close to \$2M, but then the new biennium starts with a lot of unknowns. With the potential of flat funding, and PERS increase, etc. it might not be a pretty picture to build the 2017-2018 budget.

Linda Darling explained that negotiations with classified staff are beginning and next year it will be time to negotiate again with Certified. We will be fine in 16/17 budget year with the positions that are budgeted for. It will be the 17/18 budget year that will be an unknown.

Liz Alperin said that she would like to take the money from the Middle School sports and put it into the CTE programs. She pointed out that there are businesses that want to partner with the school, but they want the District to step up and put in the money as a show of good faith.

Mike Martin said that he agrees. He toured the programs at the High School. He pointed out that there are a lot of students 400-500 in the programs and he would like money to go into those accounts to seed the programs. He would encourage the Board to vote and sell the land to get those programs some of the equipment that they need. Mike suggested that the District continue to use WVRC as it saves the District money. Mike pointed out that he is also concerned about the equality between schools and the programs that are offered to students.

The Committee discussed taking the money from some line items and putting it into the CTE program line items, how much money would be needed in the CTE programs, and the need for the CTE program and middle school sports program.

Linda Darling went on to explain any additional questions from the Committee concerning the proposed budget.

Liz Alperin made a motion to move money from the middle school sports line item to the CTE program line item.

The motion died for lack of a second.

### **Motion to Approve the Budget**

Russ McUne made a motion for the Budget Committee of the Lebanon Community School District which has reviewed and hereby approves the budget for the 2016-2017 fiscal year in the amount of \$57,253,923. This is comprised of:

<b>All Funds</b>	<b>2015-2016 PROPOSED</b>
<b>General Fund</b>	<b>\$ 40,270,825</b>
<b>Special Revenue</b>	<b>\$ 12,644,901</b>
<b>Debt Service</b>	<b>\$ 3,968,197</b>
<b>Enterprise</b>	<b>\$ 250,000</b>
<b>Internal Services</b>	<b>\$ 120,000</b>
<b>Grand Total</b>	<b>\$ 57,253,923</b>

Jerry Williams second. Terry Deacon called for the vote. Terry Deacon, Marcy France, John Snyder, Todd Gestrin, Richard Borden, Jerry Williams, and Russ McUne voted yes. Mike Martin and Liz Alperin voted no. The motion carried by majority.

### **Motion to Set the Tax Rate**

Russ McUne made a motion that the budget committee of the Lebanon Community School District #9 approves taxes for the 2016-2017 fiscal year, at the rate of 4.9925 per \$1,000 of assessed value for operating purposes in the General Fund and \$3,791,525 for the general obligation bond levy in the Debt Service Fund for principal and interest."

Richard Borden second. Terry Deacon called for the vote. Terry Deacon, Marcy France, John Snyder, Todd Gestrin, Richard Borden, Mike Martin, Jerry Williams, and Russ McUne voted yes. Mike Martin and Liz Alperin voted no. The motion carried by majority.

### **Budget Committee Meeting Dates**

May 12, 2016	7:00 p.m./District Office Board Room	Budget Committee Meeting #3
May 26, 2016	6:00 p.m./District Office Board Room	Public Budget Hearing & Special Board Meeting

Since the Budget passed the May 12 Budget Meeting has been cancelled.



### **Adjournment**

The meeting adjourned at 8:30 p.m.

(Recorded by Kathy Schurr)

\_\_\_\_\_  
Bo Yates, Assistant Superintendent

\_\_\_\_\_  
Terry Deacon, Budget Committee Chair

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**LEBANON COMMUNITY SCHOOLS**  
**Lebanon, Linn County, Oregon**  
**May 12, 2016**

A Regular Meeting of the Board of Directors was held in the District Office Board Room on May 12, 2016. Chairman Richard Borden called the meeting to order at 6:10 p.m. Those present included:

Richard Borden	Director	Rob Hess	Superintendent
Jerry Williams	Director	Bo Yates	Assistant Superintendent
Liz Alperin	Director	Linda Darling	Business Manager
Russ McUne	Director		

Board Director Mike Martin was absent from this meeting.

**GOOD NEWS**

**1. Report:** Imagination Library/Tami Volz (Enclosure C-1)

The CEO of the Linn County United Way, Greg Rhoades, explained that United Way has partnered with the Dolly Parton's Imagination Library. It is a program that gives books to children who are signed up once a month from birth until the age of 5. Children could potentially end up with 60 books by the time they are through the program. The program tries to target low income families. In Linn County state tests scores revealed that students were reading well below the state average, so the United Way adopted the program and began in Albany. Lebanon and Sweet Home schools heard about the program and have asked that they be included in the program.

Cascade School Principal Tami Volz shared a Power Point Presentation about the Imagination Library Program speaking to the following points:

- 1) What is the Imagination Library?
- 2) How does the Program Work
- 3) Partners and signup locations
- 4) The Cost
- 5) How do we know it is working?
- 6) Why we did it? Test Scores in Linn County 2014
- 7) Linn County Rotary Clubs
- 8) Linn County DPIL
- 9) Get on Board Dolly's Imagination Library

Liz Alperin questioned if children move and are homeless how the books get delivered.

Greg Rhodes explained that it is a major issue. A post card will be sent to addresses that books are returned from every three months to see if families are still living there.

**2. Report:** Seven Oak Programs/Wayne Reposa (Enclosure C-2)

Seven Oak Principal Wayne Reposa shared a Power Point Presentation speaking to programs that have been and will be offered at Seven Oak School over the next three years. He spoke to the following:

- 1) SOK Programming 16/17
- 2) Electives
- 3) Advanced Courses

(Enclosure G-1)

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- 4) Support Classes
- 5) Q&A

Jerry Williams asked how much time was taken from the six classes per day to be able to offer the seven classes per day to students.

Wayne Reposa said that eight minutes off each class each day allowed the school to offer the seventh period to students.

Liz Alperin questioned what the transit time is to move students from Seven Oak to the High School for Accelerated Algebra and Geometry. She also liked the culture studies that Seven Oak is going to offer.

Wayne Reposa explained that the High School begins classes earlier than Seven Oak which allows students to do 1<sup>st</sup> period at the High School, then come back to Seven Oak and have no time loss to the school day.

Jerry Williams liked that fact that students at Seven Oak will be challenged with more advanced classes.

Russ McUne wondered if Seven Oak has a system in place to push more advanced students.

Wayne Reposa explained that they use benchmark testing and the advice of previous teachers to place students in appropriate classes.

Richard Borden questioned how the Board can support Seven Oak.

Wayne said that teachers need to know that their work is appreciated.

## **GENERAL BUSINESS**

### **1. Discussion: High School Administrators**

Rob Hess said that the Board had requested this agenda item. He pointed out that the High School Administration Team was present at this meeting to answer any questions that the Board might have. Rob reminded the Board that he sent them via mail the job duties of the High School Administration Team. Rob explained that he checked with every other school in our league and found that Lebanon High is the only high school that has only four administrators, every other one has five or six. Rob pointed out that the administrators at Lebanon High School put in many hours of overtime.

Richard Borden felt that the Board should not just look at the number of evaluations being done, but the work behind each evaluation. He pointed out that coaching, teaching and mentoring are part of their work. He explained that sometimes we only see part of the job, and not all the time it takes to get the job done. He said that he is a proponent of having more administrators at the High School.

Lebanon High School Principal Brad Shreve explained that there are two styles of observations. He explained the different styles and the time involved in those observations. He pointed out that goal setting, goal reviews, and summative evaluations all take time. Administrators also supervise staff, attend IEP meetings, problem solve student issues, work on professional growth, and attend school events. Realistically administrators are doing a 60 hour week. He said that "growing our teachers" should be the most important job that the administrators do.

Liz Alperin questioned the need of the Dean of Students as it seems that other positions in the District seem to be doing the same job. She also said that she has trouble with the Dean of Students and the Athletic Director being the same person, as there could be a conflict of interest.

Russ McUne does not think there is a conflict of interest, as that is a legal standard. He pointed out that it was for this reason that the Board asked that the Athletic Handbook be revised so that expectations are clear and defined.

Rob Hess explained that the Athletic Director is in charge of coaches, behavior, and discipline of students. If there are perceptions of conflict of interest the Athletic Director does not act alone, as he gets other involved for checks and balances.

Brad Shreve said that the expectation is that everyone deals with issues appropriately and acts above board. Some issues will rise to the district leadership level when needed.

Rob Hess said that he is excited for Ms. Alexander to be at the High School working with the Title III program.

## **FINANCE**

### **1. Report: Financial Update (Enclosure E-1)**

Linda Darling pointed out that there were very few changes to the Financial report since the last budget meeting. She reported that the District received a new state school fund estimate which increased state funding to Lebanon by \$179,000 this year and \$170,000 last year. With those increases the district should be able to meet our \$2.9M beginning fund balance.

## **OPERATIONS**

### **1. Action: Approve on 1<sup>st</sup> Reading Proposed Recognition of Community Member(s) Lebanon Track and Field (Enclosure F-1)**

Bo Yates explained that he is bringing forward three names of men who were instrumental in getting the work done on the turf field. They either donated money or materials. None of these men had students in the schools, but wanted to impact our district. He would like to honor them on the Warrior Wall.

Russ McUne made a motion to approve on 1<sup>st</sup> reading the names brought forward by Bo Yates for honor on the Warrior Wall. Jerry Williams seconded. The motion carried by majority.

## **CONSENT AGENDA**

- 1. Action:** Approve April 28, 2016 Board Minutes (Enclosure G-1)
- 2. Action:** Approve April 28, 2016 Budget Committee Minutes (Enclosure G-2)
- 3. Action:** Approve Leave of Absence for Theresa Saether beginning 5/9/16 through end of the School Year
- 4. Action:** Approve Leave of Absence for Joneda Jensen for 2016/17 School Year



Russ McUne made a motion to approve the Consent Agenda. Jerry Williams seconded.

Liz Alperin pointed out that the April 28, 2016 Budget Committee minutes were missing pages. She asked that those minutes be pulled until the next meeting.

Russ amended his motion to approve Items 1, 3 and 5 on the Consent Agenda and pull Item 2 to bring forward at the May 26<sup>th</sup> Board Meeting. Jerry Williams seconded. The motion carried by majority.

### **BOARD OF EDUCATION TIME/DISCUSSION**

May 26, 2016	6:00 p.m./District Office Board Room	Public Budget Hearing & Special Board Meeting
June 9, 2016	6:00 p.m./District Office Board Room	Regular Board Meeting

### **BOARD COMMUNICATION**

Russ McUne encouraged the Board members to attend the High School Graduation on June 7 at 7:00 p.m.

Richard Borden pointed out that this is Pioneer School's last 8<sup>th</sup> grade graduation and encouraged the Board to Also attend this event. It is June 9<sup>th</sup> at 6:30 p.m.

Liz Alperin would like to revisit the Board Goals at the last Board meeting of the year.

Rob Hess pointed out that the June 9<sup>th</sup> agenda should be fairly light, so the Board could discuss the goals then.

The consensus of the Board was to set aside 2 hours on June 9<sup>th</sup> to discuss Board Goals.

### **SUPERINTENDENT COMMUNICATION**

Rob Hess shared a list of upcoming events which the Board might like to attend. They are:

May 17	Optimist Awards - 6:30 p.m.
May 20	Mr. LHS - 6:30 p.m.
May 21	No Limits Car Show - 10:00 a.m. - 1:30 p.m.
May 24	Strawberry Queen Coronation - 7:00 p.m.
May 31	Gift of Literacy - 8:00 a.m. - 11:00 a.m.
May 31	Retirement Dessert - 7:00 p.m.
June 7	LHS Graduation - 7:00 p.m.
June 9	Pioneer Graduation and Fund Raiser - 6:30 p.m.
July 15-17	OSBA Summer Board Conference in Bend

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Rob Hess pointed out that the Board will need to talk about transgender use of bathrooms and dressing rooms at the June 9<sup>th</sup> Board Meeting.

**ADJOURN**

The meeting adjourned at 7:24 p.m.

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Richard Borden, Board Chair

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Rob Hess, Superintendent