

**LEBANON COMMUNITY SCHOOL DISTRICT  
SCHOOL BOARD AGENDA  
Lebanon School District Office  
485 S. 5<sup>th</sup> St. Lebanon, OR 97355  
November 5, 2015**

**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

**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**

**D. PURSUING EXCELLENCE**

- 1. Report:** District Improvement Plan/Dawn Baker & Laura Foley (Enclosure D-1)

**E. GENERAL BUSINESS**

- 1. Action:** Approve 1<sup>st</sup> Reading of Board Policies: (Enclosures E-1)
- EBCB – Emergency Drills and Instruction
  - EBC/EBCA – Emergency Procedures and Disaster Plans
  - EFA – Local Wellness Program
  - EFA-AR – Local Wellness Program
  - EFAA-AR-Reimbursable Meal Programs
  - JFCF – Harassment/Intimidation/Bullying/Cyberbullying/Teen Dating Violence/Domestic Violence
  - KL – Public Complaints
- 2. Information Only:** AR Policy Revisions (Enclosure E-2)
- GCBDA/.GDBDA-AR(1) Oregon Family Medical Leave/State Family Medical Leave
  - GCBDA/.GDBDA-AR(2) Request for Family and Medical Leave
  - GCBDA/.GDBDA-AR(4) FMLA/OFLA Notice to Employee
  - KL-AR – Public Complaints Procedures
  - LBE-AR – Public Charter School
- 3. Report:** Local Wellness Policy Review and Assessment (Enclosure E-3)
- 4. Information:** Athletic/Activities Student Handbook/Kraig Hoene (Enclosure E-4)

**F. FINANCE**

- 1. Report:** Financial Update (Enclosure F-1)
- 2. Action:** Approve Budget Calendar (Enclosure F-2)
- 3. Action:** Approve the Technology / E-Rate Project (Enclosure F-3)
- 4. Information:** Sand Ridge Audit Report (Enclosure F-4)





**G. HUMAN RESOURCES**

**H. OPERATIONS**

**I. CONSENT AGENDA**

1. **Action:** Approve October 8, 2015 Board Minutes (Enclosure I-1)

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

December 10, 2015	6:00 p.m./District Office Board Room	Regular Board Meeting
January 14, 2016	6:00 p.m./District Office Board Room	Regular Board Meeting
February 11, 2015	6:00 p.m./District Office Board Room	Regular Board Meeting
March 10, 2015	6:00 p.m./District Office Board Room	Regular Board Meeting

**K. BOARD COMMUNICATION**

**L. SUPERINTENDENT COMMUNICATION**

1. **Information:** Pre-School Interest/Pioneer School Configuration

**M. 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.



# High School Outcomes- Oregon Report Card- Student Groups

	LCSD Performance (%) 2014-15	Oregon Performance (%) 2014-15	LCSD Performance (%) 2014-15	Like-District Average (%) 2014-15
<b>College &amp; Career Readiness</b>				
Freshmen on track to graduate within 4 years	80.1	79.9	80.1	75.9
Students taking SAT	43.1	31.7	43.1	29.3
<i>Graduation methodology changed in 2013-14</i>	District Performance (%) 2013-14	District Performance (%) 2013-14	LCSD Performance (%) 2014-15	District Performance (%) 2013-14
<b>Graduation Rate</b>				
Overall Rates	62.1	72.0	62.1	65.9
<b>Completion Rate</b>				
Overall Completion Rates	76.2	82.1	76.2	80.0
<b>Dropout Rate</b>				
<i>Dropout methodology changed in 2012-13</i>	LCSD Performance (%) 2012-13	Oregon Performance (%) 2012-13	LCSD Performance (%) 2012-13	Like- District Performance (%) 2012-13
Overall Dropout Rates	4.9	4.0	4.9	5.1
<b>Continuing Education</b>				
Enrolled in Community College or 4-year school within 16 months of graduation	48.6	60.5	48.6	53.5
<b>Student Outcomes</b>				
<b>Economically Disadvantaged</b>				
On Track	72.5	70.8	72.5	68.3
Graduation	55.9	64.2	55.9	57.8
Completion	70.9	77.1	70.9	73.7
Dropout	3.8	3.8	3.8	4.9
<b>English Learners</b>				
On Track	88.9	74.4	88.9	62.5
Graduation	72.7	64.2	72.7	64.5
Completion	83.3	72.3	83.3	67.9
Dropout	5.9	4.9	5.9	2.1
<b>Students with Disabilities</b>				
On Track	60.0	64.3	60.0	63.1
Graduation	30.0	51.1	30.0	43.9
Completion	39.1	63.4	39.1	57.4
Dropout	8.5	6.1	8.5	8.1
<b>Talented &amp; Gifted</b>				
On Track	>95	>95	>95	>95
Graduation	75.0	92.4	75.0	90.2
Completion	88.2	97.1	88.2	95.8
Dropout	1.7	0.5	1.7	0.7

(Enclosure D-1)



**Female**

On Track	82.9	83.5	82.9	82.9
Graduation	71.3	76.2	71.3	69.6
Completion	79.7	85.0	79.7	83.7
Dropout	3.7	3.3	3.7	4.6

**Male**

On Track	77.3	76.4	77.3	69.1
Graduation	53.1	68.0	53.1	62.2
Completion	72.7	79.5	72.7	76.5
Dropout	6.2	4.5	6.2	5.7

Below State or like district

Above State or like district

**Comparison Schools with like size  
& demographics**

Thurston High School  
 Roseburg High School  
 Hidden Valley High School  
 St Helens High School  
 Crook County High School  
 Sprague High School  
 Sweet Home High School  
 Ridgeview High School  
 Mountain View Senior High School  
 Cottage Grove High School  
 Cascade Senior High School  
 Bend Senior High School  
 Stayton High School  
 Sandy High School  
 Molalla High School  
 La Grande High School  
 Pendleton High School  
 Henley High School  
 Sheldon High School  
 Dallas High School



# High School Outcomes- Oregon Report Card

<b>College &amp; Career Readiness</b>	LCSD	LCSD	LCSD	LCSD
	Performance (%) 2011-12	Performance (%) 2012-13	Performance (%) 2013-14	Performance (%) 2014-15
Freshmen on track to graduate within 4 years	NA	NA	77.7	80.1
Students taking SAT	18.5	28.5	35.6	43.1
<i>Graduation methodology changed in 2013-14</i>	District Performance (%) 2010-11	District Performance (%) 2011-12	District Performance (%) 2012-13	District Performance (%) 2013-14
<b>Graduation Rate</b>	<i>Students earning a standard diploma within 4 years of entering high school</i>			
Overall Rates	41.0	43.2	37.3	62.1
<b>Completion Rate</b>	<i>Students earning a regular, modified, extended, or adult high school diploma or completing a GED within 5 years of entering high school</i>			
Overall Completion Rates	76.6	74.3	65.2	76.2
<b>Dropout Rate</b>	<i>Dropped out during the school year &amp; did not re-enroll</i>			
<i>Dropout methodology changed in 2012-13</i>	LCSD Performance (%) 2009-10	LCSD Performance (%) 2010-11	LCSD Performance (%) 2011-12	LCSD Performance (%) 2012-13
Overall Dropout Rates	3.1	3.1	4.8	4.9
<b>Continuing Education</b>	<i>Students continuing their education after high school</i>			
Enrolled in Community College or 4-year school within 16 months of graduation	51.3	44.6	45.4	48.6

LCSD Decline in Progressive Growth

LCSD Progressive Growth





## Oregon State Report Card Summary 2014-2015

English Language Arts										
	LCSD	State	LCSD	Like Districts	Sped	Sped St	Male	Male St	Female	Female St
3rd	45	47	45	42.9	14	23	39	42	52	52
4th	43	50	43		10	21	35	46	50	55
5th	43	55	43		14	21	40	49	47	60
6th	42	54	42	50.2	5	16	37	47	47	60
7th	44	57	44		7	16	34	50	55	63
8th	62	58	62		15	15	55	50	69	66
HS	57	68	57	70	16	27	52	63	62	74

Math										
	LCSD	State	LCSD	Like Districts	Sped	Sped St	Male	Male St	Female	Female St
3rd	47	46	47	39.3	27	24	44	48	49	45
4th	47	45	47		10	20	44	46	50	43
5th	38	42	38		15	16	39	43	37	40
6th	30	39	30	37.3	3	11	23	38	36	39
7th	42	43	42		6	12	39	43	45	44
8th	44	44	44		12	10	39	42	51	45
HS	27	31	27	29.4	5	6	28	31	26	31

above state average/like districts

below state average/like districts

### Like Districts

Sutherlin SD 130  
 Douglas County SD 4  
 Warrenton-Hammond SD 30  
 Fern Ridge SD 28J  
 Sweet Home SD 55  
 South Lane SD 45J3  
 Coquille SD 8  
 La Grande SD 1  
 Dallas SD 2  
 Rainier SD 13



## Oregon State Report Card Summary 2014-2015

		Median Growth Percentile			
		All	Eco Disadv	ELL	SLD
ELA	ELE	35	31	33.5	24
	MS	37	35	48	37
	HS	33	35	52	29.5
MTH	ELE	49	49	43	29
	MS	52	49	66	44
	HS	51	49	91	27

Low Growth	<35
Median Growth	35-65
High Growth	>65

ELL-English Language Learner  
 SLD-Learning Disability  
 ELA-English Language Arts



**Policy Updates**  
**1<sup>st</sup> Reading & Information Only**  
**11/5/15**

**Policy DJC-AR** – Delete item b. (4): “Be advertised in accordance with applicable provisions of public contracting code” as intermediate purchases no longer need to be advertised.

**Policies EBCB & EBC/EBCA** – HB 2661 revised ORS 336.071 adding lockdown, shelter in place and evacuation to the required trainings and instruction for student safety. It also changed language from “coastal” to “tsunami” hazard zones. It also added a school board may now conduct an executive session to discuss “matters relating to school safety or a plan that responds to safety threats made toward a school.

**Policies EFA, EFA-AR, & EFAA-AR** – HB 2404 revised ORS 336.423 to align it with federal standards for meal programs.

**Policies GCBDA/GDBDA-AR(1), (2) & (4)** – This update revises the definition of spouse for Family Medical Leave Act.

**Policy JFCF** – SB 790 added the term “domestic violence” to new or existing, age-appropriate training programs for students in grades 7 through 12 and for school employees. It requires districts to include notice of this policy in communication to students and parents i.e. student/parent handbooks. It further adds that districts will cause the posting of the required posters, as provided by the Oregon Department of Education.

**Policies KL & KL-AR** – HB3371 prohibits retaliation toward a student or a student’s parent, who alleges and has reported in good faith, information that the student believes is evidence of a violation of a state or federal law, rule or regulation, and requires districts to establish a process for prompt resolution of such a complaint.

**Policies LBE-AR** – SB 820 amended ORS 338.125 effective immediately, allowing public charter schools to select students through a weighted lottery that favors historically underserved students.



## Emergency Drills and Instruction

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

All schools are required to instruct and drill students on emergency procedures so that students can respond to an emergency without confusion and panic. The emergency procedures shall include drills and instruction on fires, earthquakes, which shall include tsunami procedures in a coastal tsunami hazard zone and safety threats. Instruction on fires, earthquakes, safety threats and drills for students, shall be conducted for at least 30 minutes each school month. ~~The district will conduct monthly fire drills. At least one fire drill will be held within the first 10 days of the school year. At least two drills on earthquakes and two drills on safety threats shall be conducted each year.~~

### Fire Emergencies

The district will conduct monthly fire drills. At least one fire drill will be held within the first 10 days of the school year. Drills and instruction on fire emergencies shall include routes and methods of exiting the school building.

### Earthquake Emergencies

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

### Safety Threats

At least two drills on safety threats shall be conducted each year.

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

The Board may use ORS 192.660(2)(k) to conduct an executive session to consider matters related to school safety or a plan that responds to safety threats made toward a school in the district.

Local units of government and state agencies associated with emergency procedures training and planning shall review the emergency procedures and assist the district with the instruction and the conducting of drills for students in these emergency procedures.





# Lebanon Community Schools

Code: **EBC/EBCA**  
Adopted: 6/15/98  
Readopted: 5/6/10  
Orig. Code(s): EBC/EBCA

## Emergency Procedures and Disaster Plans

The superintendent will develop and maintain a plan specifying procedures to be used in such emergencies as disorderly conduct, unlawful assembly, disturbances at school activities, natural disasters, fire, illness or injury of a student or staff member, and use of force on school property. The superintendent will consult with community and county agencies while developing this plan.

The district's Emergency Procedures Plan will meet the standards of the State Board of Education.

Copies of the Emergency Procedures Plan will be available in every school office and other strategic locations throughout the district. Parents will be informed of the district's plan for the care of students during an emergency situation. The Board may use Oregon Revised Statute (ORS) 192.660(2)(k) to conduct an executive session to consider matters related to school safety or a plan that responds to safety threats made toward a school in the district.

END OF POLICY

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### Legal Reference(s):

[ORS 192.660\(2\)\(k\)](#)  
[ORS 332.107](#)  
[ORS 431.264 \(2\)\(e\)](#)  
[ORS 433.260](#)

[ORS 433.441](#)  
[OAR 437-002-0161](#)  
[OAR 437-002-0360](#)

[OAR 437-002-0377](#)  
[OAR 581-022-0705](#)  
[OAR 581-022-1420](#)



## Local Wellness Program

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

### Definitions

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

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

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<sup>1</sup>Oregon Department of Education, [www.ode.state.or.us](http://www.ode.state.or.us)

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

- (i) Exempt from the sugar standard are:
  - 1) Dried whole fruits or vegetables;
  - 2) Dried whole fruit or vegetable pieces;
  - 3) Dehydrated fruits or vegetables with no added nutritive sweeteners; and
  - 4) Dried fruits with nutritive sweeteners that are required for processing and/or palatability purposes (i.e., cranberries, blueberries, tart cherries).
- (f) Sodium:
  - (i) Snacks contain no more than 230 mg sodium<sup>3</sup> per item as packaged or served.
  - (ii) Entrees contain no more than 480 mg sodium per item as packaged or served.
- (g) Caffeine free, except for naturally occurring trace amounts, for elementary and middle school level.
- (h) Exempt from all nutrients standards on any day are:
  - (i) Fresh, canned and frozen fruits or vegetables with no added ingredients except water.
  - (ii) Fruit packed in 100 percent juice, extra light or light syrup.
  - (iii) Canned vegetables that contain a small amount of sugar for processing purposes.
  - (iv) [Sugar-free chewing gum.]
- (i) Entrees in same or smaller portion served on the day or the day following in the National School Lunch or School Breakfast Programs:
  - (i) Are exempt from the nutrient standards for:
    - 1) Calories;
    - 2) Total fat;
    - 3) Saturated fat;
    - 4) Transfat;
    - 5) Sodium; and
    - 6) Sugar.
  - (ii) ~~Must contain:~~
    - 1) ~~Calories not to exceed 450 per item as packaged or served; and~~
    - 2) ~~Total fat not to exceed 36 percent of total calories or 4 grams per 100 calories per item as packaged or served.~~

b. Beverages must be:

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



(1) For elementary level students:

- (a) Plain water, carbonated or uncarbonated, with portion size unlimited;
- (b) Lowfat milk (unflavored), with portion size not to exceed 8 ounces and 150 calories;
- (c) Nonfat milk (including flavored), with portion size not to exceed 8 ounces and 150 calories;
- (d) Nutritionally equivalent milk alternatives, portion size not to exceed 8 ounces and 150 calories;
- (e) Full strength fruit or vegetable juices, portion size not to exceed 8 ounces and 120 calories;
- (f) Fruit and vegetable juice that is 100 percent juice diluted with water, carbonated or uncarbonated, and no added sugar or sweeteners with portion size not to exceed 8 ounces and 120 calories;
- (g) Caffeine free, except for naturally occurring trace amounts.

(2) For middle school level students:

- (a) Plain water, carbonated or uncarbonated, with portion size unlimited;
- (b) Lowfat milk (unflavored), portion size not to exceed 10 ounces and 190 calories;
- (c) Nonfat milk (including flavored), portion size not to exceed 10 ounces and 190 calories;
- (d) Nutritionally equivalent milk alternatives, portion size not to exceed 10 ounces and 190 calories;
- (e) Full strength fruit or vegetable juices, portion size not to exceed 10 ounces and 15 calories;
- (f) Fruit and vegetable juice that is 100 percent juice diluted with water, carbonated or uncarbonated, and no added sugar or sweeteners with portion size not to exceed 10 ounces and 150 calories;
- (g) Caffeine free, except for naturally occurring trace amounts.

(3) For high school level students:

- (a) Plain water, carbonated or uncarbonated, with portion size unlimited;
- (b) Lowfat milk (unflavored), portion size not to exceed 12 ounces and 225 calories;
- (c) Nonfat milk (including flavored), portion size not to exceed 12 ounces and 225 calories;
- (d) Nutritionally equivalent milk alternatives, portion size not to exceed 12 ounces and 225 calories;
- (e) Full strength fruit or vegetable juices, portion size not to exceed 12 ounces and 180 calories;
- (f) Fruit and vegetable juice that is 100 percent juice diluted with water, carbonated or uncarbonated, and no added sugar or sweeteners with portion size not to exceed 12 ounces and 180 calories;
- (g) Low or no calorie beverage is less than 5 calories per 8 ounce serving or less than or equal to 10 calories per 20 fluid ounces, portion size not to exceed 20 ounce serving;

- (h) Other beverages are not to exceed 40 calories per 8 fluid ounces (or 60 calories per 12 fluid ounces) with portion size not to exceed 12 ounces.

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

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

### **Nutrition Promotion and Nutrition Education**

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

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

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

4. Nutrition instruction is closely coordinated with the school's nutrition and food services operation and other components of the school health program to reinforce messages on healthy eating and includes social learning techniques. To maximize classroom time, nutrition concepts shall be integrated into the instruction of other subject areas where possible;
5. Links with nutrition service providers (e.g., qualified public health and nutrition professionals) are established to: provide screening, referral and counseling for nutritional problems; inform families about supplemental nutritional services available in the community (e.g., SNAP, local food pantries, summer food services program, child and adult care food program), and implement nutrition education and promotion activities for school staff, Board members and parents;
6. In keeping with the district's nutrition program goals, schools will strive toward ensuring all classroom reward or incentive programs involving food items ~~are reviewed for approval to ensure~~

~~that the foods served~~ meet the requirements of the district's nutrition policy and regulation (i.e., all foods served fit in a healthy diet as recommended in the *Dietary Guidelines for Americans*, and contribute to the development of lifelong healthy eating habits for the district's students);

7. Child Nutrition Staff support nutrition education by marketing healthy meals and providing nutrition information to students and families.

### **Physical Activity**

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

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

### **Nutrition Guidelines and Food Services Operation**

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

1. The school encourages all students to participate in the school's NSLP and SBP meal opportunities;
2. The school notifies families of need-based programs for free or reduced-price meals and encourages eligible families to apply;
3. The school's NSLP and SBP maintains the confidentiality of students and families applying for or receiving free or reduced-priced meals in accordance with the National School Lunch Act;
4. The school's NSLP and SBP operates to meet dietary specifications in accordance with the Healthy, Hunger-Free Kids Act of 2010 and applicable state laws and regulations;
5. The school sells or serves varied and nutritious food choices consistent with the applicable federal government *Dietary Guidelines for Americans*. Schools contracting out the food service part of their



NSLP and SBP shall form a nutrition advisory committee comprised of teachers, students and parents to assist in menu planning. A nutrition committee comprised of students, family members and school personnel will be encouraged to provide input in menu planning for districts operating their own food service component of the NSLP and SBP. Cultural norms and preferences will be considered;

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

## **School Employee Wellness<sup>4</sup>**

The district's school employee wellness program may include the following:

1. Health education and health promoting activities that focus on skill development and lifestyle behavior that change along with awareness building, information dissemination, access to facilities, and preferably are tailored to employee's needs and interests;
2. Safe, supportive social and physical environments including organizational expectations about healthy behavior and implementation of policy that promote health and safety and reduce the risk of disease;
3. Linkage to related programs such as employee assistance programs, emergency care and programs that help employees balance work life and family life;
4. Education and resources to help employees make decisions about health care;
5. Nutrition and fitness educational opportunities that may include, but are not limited to, the distribution of educational and informational materials, and the arrangement of presentations and workshops that focus on healthy lifestyles, health assessments, fitness activities and other appropriate nutrition and physical activity related topics.

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

## **Other School-Based Activities**

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

1. Intramural sports;
2. Foodless fund raisers;
3. Monthly/Weekly school walks;

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

4. Assemblies which focus on wellness issues such as obesity and obesity-related diseases, healthy eating and the benefits of physical exercise;
5. The use of alternates to food as rewards in the classroom;
7. ~~Limit the amount of foods with no nutritional value that are sold in vending machines; and~~

### **Competitive Food Sales**

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

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

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

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

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

### **Staff Development**

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

1. Personnel management;
2. Financial management and record keeping;
3. Cost- and labor-efficient food purchasing and preparation;
4. Sanitation and safe food handling, preparation and storage;
5. Planning menus for students with special needs and students of diverse cultural backgrounds;
6. **Marketing Healthy Meals**

**The Principal is responsible for the following:**

1. Customer service and student and family involvement;
2. ~~Marketing healthy meals;~~
3. Principles of nutrition education, including selected curriculum content and innovative nutrition teaching strategies; and
4. Assessment by staff of their own eating practices and increased awareness of behavioral messages staff provide as role models.

**Family and Community Involvement**

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

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

**Program Evaluation**

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

1. Board policy and this administrative regulation are implemented as written;
2. All building, grade-level nutrition education curricula and materials are assessed for accuracy, completeness, balance and consistency with state and local district educational goals and

standards;

3. Nutrition education is provided throughout the student's school years as part of the district's age-appropriate, comprehensive nutrition program;
4. Teachers deliver nutrition education through age-appropriate, culturally relevant, participatory activities that include social learning strategies and activities;
5. Teachers and school nutrition and food services personnel have undertaken joint project planning and action;
6. Teachers have received curriculum-specific training;
7. Families and community organizations are involved, to the extent practicable, in nutrition education; and
8. One or more persons within the district or at each school, as appropriate, will be charged with the operational responsibility of ensuring that the policy and administrative regulations are followed and will develop an evaluation plan to be used to assess the district's level of compliance with state and federal requirements.





# Lebanon Community Schools

Code: **EFA**  
Adopted: 9/6/09  
Readopted: 5/6/10, 1/23/14  
Orig. Code(s) EFA

## Local Wellness Program

The Board recognizes that childhood obesity has become an epidemic in Oregon as well as throughout the nation. Research indicates that obesity and many diseases associated with obesity are largely preventable through diet and regular physical activity. Additional research indicated that healthy eating patterns and increased physical activity are essential for students to achieve their academic potential, full physical and mental growth and lifelong health and well-being.

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

The input of staff (including but not limited to, physical education and school health professionals), students, parents, the public, representatives of the school food authority and public health professionals will be encouraged. The superintendent will develop administrative regulations as necessary to implement the goals of this policy throughout the district.

### Nutrition Promotion and Nutrition Education

Nutrition promotion supports the integration of nutrition education throughout the school environment. Nutrition education topics shall be integrated within the sequential, comprehensive health education program taught at every grade level, prekindergarten through grade 12, and coordinated with the district's nutrition and food services operation.

### Nutrition Guidelines

It is the intent of the Board that district schools be proactive in encouraging students to make nutritious food choices. All food and beverage items sold to students in a K-12 public school as part of the regular or extended school day shall meet the minimum state and federal standards. Exceptions to this requirement include items that are part of the USDA National School Lunch Program or School Breakfast Program. Other exceptions are foods and beverages provided in the following instances:

1. When the school is the site of school-related events or events for which parents and other adults are a significant part of an audience; or
2. The sale of food or beverage items before, during or after a sporting event, interscholastic activity, a play, band or choir concert.

Although the Board believes that the district's nutrition and food services operation should be financially self-supporting, it recognizes that the nutrition program is an essential educational and support activity. Therefore, budget neutrality or profit generation must not take precedence over the nutrition needs of its students. In compliance with federal law, the district's NSLP and SBP shall be nonprofit.

The superintendent is directed to develop administrative regulations to implement this policy that address all food and beverage items sold and/or served to students in district schools, including provisions for staff development, family and community involvement and program evaluation. These food and beverage items include competitive foods, snacks and beverages sold from vending machines and school stores, and similar food and beverage items from fund-raising activities and refreshments that are made available at school parties, celebrations and meetings.

### **Physical Activity**

The Board realizes that a quality physical education program is an essential component for all students to learn about and participate in physical activity. Physical activity should be included in a school's daily education program for grades pre-K through 12. Physical activity should include regular instructional physical education as well as co-curricular activities and recess. The district will develop and assess student performance standards in order to meet the Oregon Department of Education's physical education content standards.

### **Reimbursable School Meals**

The district may enter into an agreement with the Oregon Department of Education (ODE) to operate reimbursable school meal programs. The superintendent will develop administrative regulations as necessary to implement this policy and meet the requirements of state and federal law. These guidelines shall not be less restrictive than regulations and guidance issued by the Secretary of Agriculture pursuant to subsections (a) and (b) of section 10 of the Child Nutrition Act (42 U.S.C. 1779) and section 9(f)(1) and 17(a) of the Richard B. Russell National School Lunch Act (42 U.S.C. 1758(f)(1), 1766(a)(0)).

### **School Employee Wellness**

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

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



### **Other School-Based Activities**

The district will promote district and community-based activities that foster healthy eating and create environments that promote physical activity. Families and the community will be encouraged to provide healthy food choices in all situations where food is served. Educational workshops, screenings and literature related to healthy food choices and physical activity may be offered to families.

### **Evaluation of the Local Wellness Policy**

The Board will involve staff (including but not limited to, physical education and school health professionals), parents, students, representatives of the school food authority, public health professionals, school administrators and the public in the development, implementation and periodic review and yearly update of this policy. The policy will be reviewed every three years. In an effort to measure the implementation of this policy the Board designates the superintendent as the person who will be responsible for ensuring each school meets the goals outlined in this policy. The district will make available to the public annually, an assessment of the implementation, including the extent to which the schools are in compliance with policy, how the policy compares to model policy and a description of the progress being made in attaining the goals of this policy.

END OF POLICY

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**Legal Reference(s):**

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

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

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

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

# Lebanon Community Schools

Code: EFAA-AR  
Adopted: 5/6/10  
Readopted: 6/16/11, 1/17/13, 11/13/14

## **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.

### **Application Procedures**

<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).

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.
5. The district will limit its nutrition and food services net cash resources to an amount that does not exceed three months average expenditures.

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<sup>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.

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 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

9. ~~All currently approved and denied confidential applications for free and reduced price meals[, free milk] and all current direct certification documents will be maintained for three years after the current school year. Records will be maintained longer in the event of an unresolved audit(s), until the audit(s) has been completed.~~
10. ~~All currently approved and denied confidential applications for free and reduced price meals[, free milk] and all current direct certification documents will be readily retrievable by school or site and made available to state or federal reviewers upon request.~~
11. ~~The district will maintain financial records that account for all revenues and expenditures of the nonprofit school nutrition and food services programs for a period of three years after the school year to which they pertain.~~

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

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;
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.





# Lebanon Community Schools

Code: JFCF  
Adopted: 1/20/11  
Readopted: 10/18/12

## **Hazing/][Harassment/Intimidation/Menacing/][Bullying/Cyberbullying/Teen Dating Violence/Domestic Violence – Student \*\* (Version 2)**

The Board, in its commitment to providing a positive and productive learning environment will consult with parents/guardians, employees, volunteers, students, administrators and community representatives in developing this policy in compliance with applicable Oregon Revised Statutes. [Hazing,] harassment, intimidation or bullying[, menacing] and acts of cyberbullying by students, staff and third parties toward students is strictly prohibited. Teen dating violence is unacceptable behavior and prohibited. Retaliation against any person who reports, is thought to have reported, files a complaint or otherwise participates in an investigation or inquiry is also strictly prohibited. False charges shall also be regarded as a serious offense and will result in disciplinary action or other appropriate sanctions.

Students whose behavior is found to be in violation of this policy will be subject to discipline, up to and including expulsion. The district may also file a request with the Oregon Department of Transportation to suspend the driving privileges or the right to apply for driving privileges of a student 15 years of age or older who has been suspended or expelled at least twice for menacing another student or employee, willful damage or injury to district property or for the use of threats, intimidation, harassment or coercion. Students may also be referred to law enforcement officials.

The administrator and the superintendent is responsible for ensuring that this policy is implemented.

### **Definitions**

“District” includes district facilities, district premises and nondistrict property if the student is at any district-sponsored, district-approved or district-related activity or function, such as field trips or athletic events where students are under the control of the district.

“Third parties” include, but are not limited to, coaches, school volunteers, parents, school visitors, service contractors or others engaged in district business, such as employees of businesses or organizations participating in cooperative work programs with the district and others not directly subject to district control at interdistrict and intradistrict athletic competitions or other school events.

“Hazing” includes, but is not limited to, any act that recklessly or intentionally endangers the mental health, physical health or safety of a student for the purpose of initiation or as a condition or precondition of attaining membership in, or affiliation with, any district-sponsored activity or grade level attainment, (i.e., personal servitude, sexual stimulation/sexual assault, forced consumption of any drink, alcoholic beverage, drug or controlled substance, forced exposure to the elements, forced prolonged exclusion from social contact, sleep deprivation or any other forced activity that could adversely affect the mental or physical health or safety of a student); requires, encourages, authorizes or permits another to be subject to wearing or carrying any obscene or physically burdensome article; assignment of pranks to be performed

or other such activities intended to degrade or humiliate. It is not a defense against hazing that the student subjected to hazing consented to or appeared to consent to the hazing.

“Harassment, intimidation or bullying” means any act that substantially interferes with a student’s educational benefits, opportunities or performance, that takes place on or immediately adjacent to district grounds, at any district-sponsored activity, on district-provided transportation or at any official district bus stop, that may be based on, but not limited to, the protected class status of a person, having the effect of:

1. Physically harming a student or damaging a student’s property;
2. Knowingly placing a student in reasonable fear of physical harm to the student or damage to the student’s property;
3. Creating a hostile educational environment including interfering with the psychological well being of the student and may be based on, but not limited to, the protected class of the person.

“Protected class” means a group of persons distinguished, or perceived to be distinguished, by race, color, religion, sex, sexual orientation<sup>1</sup>, national origin, marital status, familial status, source of income or disability.

“Teen dating violence” means:

1. A pattern of behavior in which a person uses or threatens to use physical, mental or emotional abuse to control another person who is in a dating relationship with the person, where one or both persons are 13 to 19 years of age; or
2. Behavior by which a person uses or threatens to use sexual violence against another person who is in a dating relationship with the person, where one or both persons are 13 to 19 years of age.

“Domestic violence” means abuse as defined by Oregon Revised Statute (ORS) 107.705 between family and household members, as those terms are described in ORS 107.705.

“Cyberbullying” is the use of any electronic communication device to harass, intimidate or bully. Students and staff will refrain from using personal communication devices or district property or equipment to violate this policy.

“Retaliation” means hazing, harassment, intimidation or bullying, menacing, teen dating violence and acts of cyberbullying toward a person in response to a student for actually or apparently reporting or participating in the investigation of hazing, harassment, intimidation or bullying, menacing, teen dating violence and acts of cyberbullying or retaliation.

“Menacing” includes, but is not limited to, any act intended to place a district employee, student or third party in fear of imminent serious physical injury.

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



## Reporting

Administrators will take reports and conduct a prompt investigation of any report of an act of hazing, harassment, intimidation or bullying, menacing, and acts of cyberbullying. Any employee who has knowledge of conduct in violation of this policy shall immediately report his/her concerns to the administrator who has overall responsibility for all investigations. Any employee who has knowledge of incidents of teen dating violence that took place on district property, at a district-sponsored activity or in a district vehicle or vehicle used for transporting students to a district activity shall immediately report the incident to the administrator. Failure of an employee to report an act of hazing, harassment, intimidation or bullying, menacing or an act of cyberbullying to the administrator may be subject to remedial action, up to and including dismissal. Remedial action may not be based solely on an anonymous report.

Any student who has knowledge of conduct in violation of this policy or feels he/she has been hazed, harassed, intimidated or bullied, menaced, a victim of teen dating violence and acts of being cyberbullied in violation of this policy is encouraged to immediately report his/her concerns to the administrator who has overall responsibility for all investigations. Any volunteer who has knowledge of conduct in violation of this policy is encouraged to immediately report his/her concerns to the administrator who has overall responsibility for all investigations.

This report may be made anonymously. A student or volunteer may also report concerns to a teacher or counselor who will be responsible for notifying the appropriate district official.

Complaints against the administrator shall be filed with the superintendent. Complaints against the superintendent shall be filed with the Board chair.

The complainant shall be notified of the findings of the investigation and, as appropriate, that remedial action has been taken. The complainant may request that the superintendent] review the actions taken in the initial investigation, in accordance with administrative regulations.

The district shall incorporate into existing training programs for students information related to the prevention of, and the appropriate response to, acts of harassment, intimidation or bullying and acts of cyberbullying.

The district shall incorporate age-appropriate education about teen dating violence and domestic violence into new or existing training programs for students in grade 7 through 12.

The district shall incorporate into existing training programs for staff information related to the prevention of, and the appropriate response to, acts of harassment, intimidation or bullying, teen dating violence and domestic violence and acts of cyberbullying.

The superintendent shall be responsible for ensuring annual notice of this policy is provided in a student or employee handbook, school and district's website, and school and district office and the development of administrative regulations, including reporting and investigative procedures. Complaint procedures, as established by the district, shall be followed.

Domestic violence posters provided by the Oregon Department of Education (ODE) shall be posted in clearly visible locations on school campuses in accordance with rules adopted by the ODE.

## END OF POLICY

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### Legal Reference(s):

[ORS 163.190](#)  
[ORS 166.065](#)  
[ORS 166.155 to -166.165](#)  
[ORS 174.100\(6\)](#)  
[ORS 332.072](#)

[ORS 332.107](#)  
[ORS 339.240](#)  
[ORS 339.250](#)  
[ORS 339.254](#)  
[ORS 339.351 to -339.366](#)

[OAR 581-021-0045](#)  
[OAR 581-021-0046](#)  
[OAR 581-021-0055](#)  
[OAR 581-022-1140](#)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2006).



# Lebanon Community Schools

Code: **KL**  
Adopted: 03/17/11, 09/10/15

## Public Complaints\* (Version 1)

Although no community member will be denied the right to petition the Board for redress of a grievance, complaints will be referred through the proper administrative channels for resolution before investigation or action by the Board. Exceptions are complaints that concern superintendent or Board actions or Board operations.

The Board advises the public that there is proper channeling of complaints, including but not limited to, the following:

1. Instruction;
2. Discipline;
3. Learning materials; or
4. Retaliation against a student or a student's parent who in good faith reported information that the student believes is evidence of a violation of state and federal law, rule or regulation.

Such complaints should be handled in the following order unless otherwise identified (See administrative regulation KL-AR - Public Complaint Procedure for specific procedures and timelines):

5. Teacher/Employee;
6. Principal;
7. Superintendent;
8. Board.

Any complaint about school personnel other than the superintendent will be investigated by the administration before consideration and action by the Board. The Board will not hear complaints against employees in open session unless an employee requests an open session.

Complaints against the principal may be filed with the superintendent. Complaints against the superintendent should be referred to the Board chair. The Board may refer the investigation to a third party.

Complaints against the Board as a whole or against an individual Board member should be made to the Board chair and may be referred to district counsel. Complaints against the Board chair may be made directly to the Board vice chair.

If a complaint alleges a violation of state standards or a violation of other statutory or administrative rule that the State Superintendent of Public Instruction has appeal responsibilities, and is not resolved at the local level, then the district will supply the complainant with appropriate information in order to file a direct appeal to the State Superintendent of Public Instruction as outlined in Oregon Administrative Rules (OAR) 581-022-1940.

END OF POLICY

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**Legal Reference(s):**

[ORS 192.610 to -192.690](#)  
[ORS 332.107](#)

[OAR 581-022-1940](#)  
[OAR 581-022-1941](#)

[House Bill \(HB\) 3371 \(2015\)](#)

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

# Lebanon Community Schools

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

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

### Coverage

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

### Eligibility

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

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

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

### Definitions

"Child,"<sup>1</sup> for the purpose of taking parental leave under state law, means a biological, adopted, foster child or stepchild of the employee, ~~a child of the employee's same gender domestic partner~~<sup>2</sup>, or a child with whom the employee is or was in a relationship of "in loco parentis." A legal or biological relationship is not required. The child must be under 18 years of age, or may be 18 years of age or older if incapable of self-care due to mental or physical disability.

"Contingency operation" is a military operation that:

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

<sup>2</sup>~~Includes same-sex marriage.~~

1. Is designated by the Secretary of Defense as an operation in which members of the Armed Forces are, or may become involved in military actions, operations or hostilities against an enemy of the United States or against an opposing military force; or
2. Results in the call or order to, or retention on, active duty of members of the uniformed services under section 688, 12301(a), 12302, 12304, 12305 or 12406 of Title 10 of the United States Code, chapter 15 of Title 10 of the United States Code, or any other provision of law during a war or during a national emergency declared by the President or Congress.

“Covered active duty” means:

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

“Covered servicemember” means:

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

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

7. Spouse<sup>3</sup>;
8. Child of the employee (biological, adopted, foster or step child, a legal ward, or child of the employee standing in loco parentis);
9. Custodial parent;
10. Noncustodial parent;
11. Biological parent;
12. Adoptive parent;
13. Stepparent<sup>4</sup> or foster parent;
14. Individual who was in loco parentis to the employee when the employee was a child;

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<sup>3</sup>“Spouse” means a husband or wife as defined or recognized under state law for purposes of marriage in the state where the employee resides; individuals in a marriage including “common law” marriage; and same-sex marriage or civil unions. For OFLA, spouse also includes same-sex individuals with a Certificate of Registered Domestic Partnership.

<sup>4</sup>Includes the stepparent who is a same-sex spouse of the employee’s parent.



9. ~~Same gender domestic partner;~~

10. ~~Child of same gender domestic partner.~~

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

15. ~~11. Grandparent;~~

16. ~~12. Grandchild; or~~

17. ~~13. Parents-in-law or the parents of an employee's registered domestic partner; or~~

14. ~~Parent of the employee's same gender domestic partner.~~

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

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

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

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

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

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

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

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



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

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

### **Purpose of Leave**

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

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

38. Injured Service Member Leave allows an employee leave to care for a covered servicemember who is the employee's spouse, son, daughter, parent or next of kin who has been injured in the line of duty as a member of the Armed Forces;
39. State law allows employees to take leave for the care of a sick or injured child who requires home care but is not suffering from a serious health condition. The district is not required to grant leave for routine medical or dental appointments;
40. State law allows employees to take leave for the death of a family member<sup>5</sup> to attend the funeral or alternative to a funeral of the family member, make arrangements necessitated by the death of the family member or grieve the death of the family member;
41. Military Family Leave allows leave for a spouse or domestic partner of a military personnel per each deployment of the spouse or domestic partner when the spouse or domestic partner has either been notified of an impending call to active duty, has been ordered to active duty or has been deployed or on leave from deployment (OFLA).

### **Length of Leave**

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

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

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

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

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

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<sup>5</sup>Must be completed within 60 days of the date on which the eligible employee receives notice of the death of the family member.

46. The concurrent leave in such an instance is permitted by the district.

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

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

47. The female employee takes 12 weeks of pregnancy disability leave; followed by

48. Twelve weeks of parental leave; followed by

49. Twelve weeks of sick child leave.

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

50. The male employee takes 12 weeks of parental leave; followed by

51. Twelve weeks of sick child leave.

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

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

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

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

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

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

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

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

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

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

### **Intermittent Leave and Alternate Duty**

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

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



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

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

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

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

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

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

Intermittent leave for school teachers is subject to special rules.

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

### **Special Rules for Teachers**

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

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

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

### **Calculating the 12-Month Period for Leave**

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



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

### **Paid/Unpaid Leave**

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

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

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

## **Continuation of Health Insurance Benefits**

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

~~Under state law, benefits are not required to continue or accrue unless required by Board policy(ies) and/or provisions of collective bargaining agreements related to paid and unpaid leaves.~~

~~An employer electing to continue health or other insurance coverage for an employee on OFLA leave may require that the employee pay only the same share of health or other insurance premium during the leave that the employee paid prior to the leave. If an employee cannot or will not pay such costs, the employer may elect to discontinue benefit coverage, unless to do so would render the employer unable to restore the employee to full benefit coverage as required by law. If an employer pays any portion of any employee's benefit coverage for employees on non-OFLA leave, the employer must pay that portion during OFLA leave.~~

~~If an employee gives unequivocal notice of intent not to return to work from OFLA leave, the employee is entitled to complete the approved OFLA leave, providing that the original need for OFLA leave still exists. The employer's obligations under OFLA—to restore benefits (subject to COBRA requirements) and to restore the employee to his/her position at the end of the leave—cease and the employer is not required to hold a position vacant or available for the employee giving unequivocal notice of intent not to return.~~

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

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

## **Return to Work**

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

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

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

by the employee in providing certification. Failure to provide the fitness-for-duty certification may result in a delay or denial of reinstatement.

## **Application**

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

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

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

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

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

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

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

## **Medical Certification**

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

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

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

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

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

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

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

### **Notification**

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

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

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

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

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

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

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

R6/25/1510/08/15| RS



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

### Basic Leave Entitlement

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

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

### Military Family Leave Entitlements

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

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

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

### Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### Eligibility Requirements

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

### Definition of Serious Health Condition

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

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

incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### Use of Leave

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

### Substitution of Paid Leave for Unpaid Leave

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

### Employee Responsibilities

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

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

### Employer Responsibilities

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

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

### Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

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

### Enforcement

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

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

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

**For additional information:**

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

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



# Lebanon Community Schools

Code: **GCBDA/GDBDA-AR(2)**  
Revised/Reviewed: 8/29/08, 9/16/10  
Orig. Code(s): GCBDA/GDBDA-AR(2)

## Request for Family and Medical Leave

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

PLEASE PRINT

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

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

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

Status: ☐ Full-time ☐ Part-time ☐ Temporary

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

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

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

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

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

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

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

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

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

parent of the employee's registered domestic partner (OFLA leave only) ☐ ~~Parent of employee's same-gender domestic partner (OFLA leave only)~~ ☐ Custodial parent ☐ Noncustodial parent ☐ Adoptive parent ☐ Stepparent ☐ Foster parent ☐ Grandparent (OFLA leave only) ☐ Grandchild (OFLA leave only).  
Please state name and address of relation:  
Name \_\_\_\_\_ Address \_\_\_\_\_

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

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

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

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

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

I understand that I may use accrued paid leave, including personal and sick leave or accrued vacation leave for the family and medical leave period.

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

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

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

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

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

R6/25/1510/08/15 | RS





# Lebanon Community Schools

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

## FMLA/OFLA Eligibility Notice to Employee

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

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

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

SUBJECT: Request for FMLA and/or OFLA Leave

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

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

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

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



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

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

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

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

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

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

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

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

- 5a. If you normally pay a portion of the premiums for your health insurance, these payments will continue during the period of FMLA/OFLA leave. Arrangements for payment have been discussed with you and it is agreed that you will make premium payments as follows: *(Set forth dates, e.g., the 10th of each month, or pay periods, etc. that specifically cover the agreement with the employee.)*
- 5b. ~~The district is not required to maintain benefits while an employee is on OFLA leave unless otherwise provided for by Board policy and/or collective bargaining agreements; however, all benefits must be restored in full upon the employee's return to work. The district ☐ will ☐ will not maintain benefits during OFLA leave.~~
- 5eb. If the district pays any part of your share of health disability, life or other insurance benefits while on OFLA or FMLA leave the district may deduct up to 10 percent of your gross pay each pay period after your return to work until the amount is repaid (OFLA leave only).
- 5ec. You have a minimum 30-day *(or, indicate longer period, if applicable)* grace period in which to make premium payments. If payment is not timely made, your group health insurance may be cancelled. We will notify you in writing at least 15 days before the date that your health coverage will lapse. At our option, we may also pay your share of the premiums during FMLA/OFLA leave as provided by Board policy and/or collective bargaining agreement, and recover these payments from you upon your return to work. We ☐ will ☐ will not pay your share of health insurance premiums while you are on FMLA and/or OFLA leave.
- 5ed. We ☐ will ☐ will not do the same with other benefits (e.g., life insurance, disability insurance, etc.) while you are on FMLA and/or OFLA leave. If we do pay your premiums for other benefits, when you return from leave you ☐ will ☐ will not be expected to reimburse us for the payments made on your behalf.
- 5fe. Except as noted above, in the event you do not return to work for the district after your FMLA and/or, OFLA leave and the district has paid your share of benefit premiums, you ☐ will ☐ will not be responsible for reimbursing the district the amount paid on your behalf, with the exceptions noted in Section 104 (c)(2)(B) of the FMLA.

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

# Lebanon Community Schools

Code: **KL-AR**  
Revised/Reviewed: 3/17/11, 8/20/15

## Public Complaint Procedure

### Initiating a Complaint: Step One

Any member of the public who wishes to express a complaint should discuss the matter with the school employee involved.

### The Administrator: Step Two

If the complainant is unable to resolve a problem or concern at step one, within five working days of the meeting with the employee, the complainant may file a written, signed complaint with the principal. The principal shall evaluate the evidence and render a decision within five working days after receiving the complaint.

### The Superintendent: Step Three

If such a discussion with the principal does not resolve the complaint, within 10 working days of the meeting with the principal, the complainant, if he/she wishes to pursue the action, shall file a signed, written complaint with the superintendent clearly stating the nature of the complaint and a suggested remedy. (A form is available, but is not required.)

The superintendent shall investigate the complaint, confer with the complainant and the parties involved and prepare a written report of his/her findings and his/her conclusion and provide the written report to the complainant within 10 working days after receiving the written complaint.

### The Board: Step Four

If the complainant is dissatisfied with the superintendent's findings and conclusion, the complainant may appeal the decision to the Board within five working days of receiving the superintendent's decision. The Board may hold a hearing to review the findings and conclusion of the superintendent, to hear the complainant and hear and evaluate such other evidence as it deems appropriate. Generally all parties involved, including the school administration, will be asked to attend such meeting for the purposes of presenting additional facts, making further explanations and clarifying the issues.

The Board may elect to hold the hearing in executive session if the subject matter qualifies under Oregon Revised Statutes.

The complainant shall be informed of the Board's decision within 20 working days from the hearing of the appeal by the Board. The Board's decision will be final.

The complaint procedure set out above will not be longer than 90 days from the filing date of the original complaint with the principal.



Complaints against the principal may be filed with the superintendent. Complaints against the superintendent should be referred to the Board chair. The Board may refer the investigation to a third party.

Complaints against the Board as a whole or against an individual Board member should be made to the Board chair and may be referred to district counsel. Complaints against the Board chair may be made directly to the Board vice chair.

If a complaint alleges a violation of state standards or a violation of other statutory or administrative rule that the State Superintendent of Public Instruction has appeal responsibilities, and is not resolved at the Board level, then the district will supply the complainant with appropriate information in order to file a direct appeal to the State Superintendent of Public Instruction as outlined in Oregon Administrative Rule (OAR) 581-022-1940.



**Lebanon Community School District**

**COMPLAINT FORM**

TO:

Name of School \_\_\_\_\_

Person Making Complaint \_\_\_\_\_

Telephone Number \_\_\_\_\_ Date \_\_\_\_\_

Nature of Complaint \_\_\_\_\_

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Who should we talk to and what evidence should we consider? \_\_\_\_\_

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Suggested solution/resolution/outcome: \_\_\_\_\_

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Office Use: Disposition of Complaint: \_\_\_\_\_

\_\_\_\_\_

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

cc: District Office



## Public Charter Schools

### 1. Definitions

- a. "Applicant" means any person or group that develops and submits a written proposal for a public charter school to the district.
- b. "Public charter school" means an elementary or secondary school offering a comprehensive instructional program operating under a written agreement entered into between the district and an applicant.
- c. "Virtual Public Charter School" means a public charter school that provides online courses, but does not primarily serve students in a physical location.
  - (1) For the purpose of this definition, an "online course" is a course in which instruction and content are delivered on a computer using the internet, other electronic network or other technology such as CDs or DVDs; the student and teacher are in different physical locations for the majority of instructional time; the student is not required to be in a physical location of a school while participating in the course; and the online instruction is integral to the academic program of the charter school.
  - (2) For the purpose of this definition, "primarily serving students in a physical location" means that more than 50 percent of the core courses offered are not online courses; more than 50 percent of the total number of students attending the school are not receiving instructional services in an online course; and more than 50 percent of the school's required instructional hours are not through an online course.
- d. "Remote and necessary school district" means a school district that offers kindergarten through grade 12 and has: (a) an average daily membership (ADM), as defined in ORS 327.006, in the prior fiscal year of less than 110; and (b) a school that is located, by the nearest traveled road, more than 20 miles from the nearest school or from a city with a population of more than 5,000.
- e. "Sponsor" means the district Board.

### 2. Proposal Process

- a. The public charter school applicant shall submit the proposal to the district no later than 180 days prior to the proposed starting date-January 31 for a September starting date<sup>1</sup>.

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

- b. To be considered complete, the proposal for a public charter school shall include the following:
- (1) The identification of the applicant;
  - (2) The name of the proposed public charter school;
  - (3) A description of the philosophy and mission of the public charter school and how it differs from the district's current program and philosophy;
  - (4) A description of any distinctive learning or teaching techniques to be used;
  - (5) A description of the curriculum of the public charter school;
  - (6) A description of the expected results of the curriculum and the verified methods of measuring and reporting results that will allow comparisons with district schools;
  - (7) The governance structure public charter school board membership, selection, duties and responsibilities];
  - (8) The projected enrollment including the ages or grades to be served;
  - (9) The target population of students the public charter school is designed to serve;
  - (10) The legal address, facilities and physical location of the public charter school and applicable occupancy permits and health and safety approvals;
  - (11) A description of admission policies and application procedures;
  - (12) The statutes and rules that shall apply to the public charter school;
  - (13) The proposed budget and financial plan including evidence that the proposed budget and financial plan are financially sound;
  - (14) A financial management system that includes:
    - (a) A description of a financial management system for the public charter school. The financial management system must include a budget and accounting system that:
      - (i) Is compatible with the budget and accounting system of the sponsor of the school; and
      - (ii) Complies with the requirements of the uniform budget and accounting system adopted by the State Board of Education under OAR 581-023-0035.
    - (b) A plan for having the financial management system in place at the time the school begins operating.
  - (15) The standards for behavior and the procedures for the discipline, suspension or expulsion of students;
  - (16) The proposed school calendar, including the length of the school day and length of the school year;
  - (17) A description of the proposed school staff and required qualifications of teachers including a breakdown of professional staff who hold a valid teaching license issued by the Teacher Standards and Practices Commission (TSPC) and those who do not hold a license but are registered with the TSPC (At least one-half of the full-time equivalent teaching and administrative staff of the public charter school shall be licensed.);
  - (18) The date upon which the public charter school would begin operating;
  - (19) The arrangements for any necessary special education and related services for students with disabilities who qualify under the Individuals with Disabilities Education Act (IDEA) and special education or regular education and related services for students who qualify under Section 504 of the Rehabilitation Act of 1973 who may attend the public charter school;

- (20) Information on the manner in which community groups may be involved in the planning and development process of the public charter school;
- (21) The term of the charter;
- (22) The plan for performance bonding or insuring the public charter school, including buildings and liabilities;
- (23) A proposed plan for the placement of public charter school teachers, other employees and students upon termination or nonrenewal of a charter;
- (24) The manner in which the public charter school program review and fiscal audit will be conducted;
- (25) In the case of a district school's conversion to charter status, the following additional criteria must be addressed:
  - (a) The alternate arrangements for students who choose not to attend the public charter school and for teachers and other school employees who choose not to participate in the public charter school;
  - (b) The relationship that will exist between the public charter school and its employees including terms and conditions of employment.
- (26) The district will not complete the review required under ORS 338.055 of an application that does not contain the required components listed in ORS 338.045 (2)(a) - (y). A good faith determination of incompleteness is not a denial for purposes of requesting state board review under ORS 338.075;
- (27) In addition to the minimum requirements enumerated in ORS 338.045 (2)(a) - (y), the district, under ORS 338.045 (3), may require the applicant to submit any of the following information as necessary to add detail or clarity to the minimum requirements or that the Board considers relevant to the formation or operation of the public charter school:
  - (a) Curriculum, Instruction and Assessment
    - (i) Description of a curriculum for each grade of students, which demonstrates in detail alignment with Oregon's academic content standards;
    - (ii) Description of instructional goals in relationship to Oregon's academic content standards and benchmarks;
    - (iii) A planned course statement for courses taught in the program, including related content standards, course criteria, assessment practices and state required work samples that will be collected;
    - (iv) Documentation that reflects consideration of credits for public charter school course work a student may perform at any other public school;
    - (v) Explanation of grading practices for all classes and how student performance is documented;
    - (vi) Explanation of how the proposed academic program will be aligned with that of the district. (If an applicant is proposing an elementary level public charter school, please describe how the curriculum is aligned at each grade level with the district's curriculum, including an explanation of how a student in the public charter school will be adequately prepared to re-enter the district's public school system after completing the charter school's program.);



- (vii) Description of the student assessment system, including how student academic progress will be measured at each grade level and any specific assessment instruments that will be used;
- (viii) Description of the plan for reporting student progress to parents, students and the community;
- (ix) Description of policies and procedures regarding diplomas and graduation;
- (x) Description of policies and practices for meeting the needs of students who are not successful in the regular program;
- (xi) Identification of primary instructional materials by publisher, copyright date, version and edition for each academic content area in each grade;
- (xii) Identification of major supplementary material in core academic content areas and the criteria for use with students;
- (xiii) Description of how the public charter school will meet the unique learning needs of students working above and below grade level, including but not limited to, talented and gifted students;
- (xiv) Description of how the public charter school staff will identify and address students' rates and levels of learning;
- (xv) Description of strategies the public charter school staff will use to create a climate conducive to learning and positive student engagement;
- (xvi) Documentation that demonstrates improvements in student academic performance over time (both individual and program/grade level) from any private alternative school operated by the public charter school applicant, if applicable;
- (xvii) Description of how teachers will utilize current student knowledge and skills to assist in the design of appropriate instruction;
- (xviii) Identification of how the public charter school will provide access to national assessments such as PSAT, SAT and ACT, if applicable;
- (xix) Description of parental involvement, content of planned meetings and how the school will adjust any meeting to meet the needs of working parents;
- (xx) Description of distance learning options available to students, including the grade levels and amount of instruction offered to students, if applicable.

(b) State and Federal Mandates/Special Education

- (i) Description of how the public charter school will meet any and all requirements of No Child Left Behind, which also specifically addresses adequate yearly progress (AYP) and the safe schools aspects of the law;
- (ii) Description of how the public charter school will collect AYP information on all subgroup populations in the school;
- (iii) Description of specific program information regarding curriculum and how specially designed instruction is delivered for special education students. (Include methodologies, data collection systems and service delivery models used.);
- (iv) Description of how the public charter school will serve the needs of talented and gifted students, including screening, identification and services;
- (v) Description of how the public charter school will deliver services and instruction to English Language Learners (ELL), including descriptions of curriculum, methodology and program accommodations;
- (vi) Description of how the public charter school will work with the district to comply with Section 504 accessibility requirements and nondiscrimination requirements in admissions and staff hiring;

- (vii) Explanation of how the public charter school will work with the district to implement Child Find requirements;
- (viii) Explanation of how the public charter school will work with the district to manage IDEA 2004 mandates regarding eligibility, individual education program (IEP) and placement meetings;
- (ix) Explanation of how the public charter school will work with the district in which the public charter school is located to implement accommodations and modifications contained in the IEP or Section 504 plan;
- (x) Explanation of how the public charter school will work with the district to include parents in implementing IEPs;
- (xi) Explanation of how the public charter school intends to work with the district in which the public charter school is located to provide special education services for eligible students.

(c) Teacher Certification

- (i) Identification regarding the training and/or certification of staff, including areas of industry training, endorsements and the TSPC licensure;
- (ii) Explanation of how the public charter school will meet the federal mandate of "highly qualified" teachers contained in No Child Left Behind;
- (iii) Identification of which teachers are Oregon Proficiency-based Admission Standards System (PASS) trained by content areas and year of training or re-training, if applicable;
- (iv) Explanation of how the public charter school will comply with the TSPC requirements for all staff, including all TSPC Oregon Administrative Rules pertaining to its staff.

(d) Professional Development

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

(e) Budget

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

(f) Policy

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

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

(g) Other Information

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

- (xi) Description of how student membership will be calculated, including a description of the type of instruction and location of instruction that contributes to ADM;
- (xii) Documentation and description of how long most students remain in the program, and documentation of student improvement in academic performance, disciplinary referrals, juvenile interventions, or any other disciplinary action while in the program;
- (xiii) Explanation of the legal relationship between the public charter school and any other public charter school, if applicable. (Please provide any contracts or legal documents that will create the basis of the relationship between the entities. Please also provide all financial audits and auditor's reports.);
- (xiv) If a public charter school applicant is operating any other public charter school, documentation that the public charter school applicant has established a separate Oregon nonprofit corporation, legally independent of any other public charter school in operation;
- (xv) If a public charter school applicant has not secured a facility at the time of submitting a public charter school proposal, a written and signed declaration of intent that states:

If given any type of approval (conditional or unconditional), the public charter school applicant promises to provide to the school district liaison, at least sixty (60) days before the intended date to begin operation of the public charter school, proof that it will be able to secure, at least thirty (30) days before the intended date to begin operation of the public charter school, a suitable facility, occupancy and safety permits and insurance policies with minimum coverages required by the school district in school board policy and administrative regulation LBE that sets forth the requirements and process for the school board in reviewing, evaluating and approving a public charter school.

If the public charter school applicant fails to provide proof of an ability to secure a facility and all necessary occupancy and safety permits and insurance that is required by the school district as a condition of approval by the due date, it will withdraw its application to begin operation of a public charter school for the upcoming school year.

By signing this document, I affirm that I am authorized to make the promises stated above on behalf of the public charter school applicant. I understand that failure to fulfill the conditions listed above will result in an approval becoming void, and will automatically revoke any type of approval that the school board previously granted to the public charter school applicant.

---

Name

Date

On behalf of the [ADD APPLICANT'S NAME]

The public charter school applicant will organize and label all information required in section 27 to correspond to the requested numbers.

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

### 3. Proposal Review Process

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

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

- (a) Student enrollment;
- (b) Student teacher ratio;
- (c) Staffing with appropriately licensed or endorsed personnel;



- (d) Student learning and performance;
  - (e) Specialty programs or activities such as music, physical education, foreign language, talented and gifted and English as a second language;
  - (f) Revenue;
  - (g) Expenditure for maintenance and upkeep of district facilities.
- (7) Whether there are arrangements for any necessary special education and related services;
  - (8) Whether there are alternative arrangements for students, teachers and other school employees who choose not to attend or be employed by the public charter school if the public charter school is converting an existing district school;
  - (9) The prior history, if any, of the applicant in operating a public charter school or in providing educational services.
- e. The Board must either approve or deny the proposal within 30 days of the public hearing.
  - f. Written notice of the Board's action shall be sent to the applicant. If denied, the notice must include the reasons for the denial with suggested remedial measures. The applicant may then resubmit the proposal. The Board must either approve or deny the resubmitted proposal within 30 days. The Board may, with good cause, request an extension in the approval process timelines from the State Board of Education.

#### 4. Terms of the Charter Agreement

- a. Upon Board approval of the proposal, the Board will become the sponsor of the public charter school. The district and the applicant must develop a written charter agreement, subject to Board approval, which shall act as the legal authorization for the establishment of the public charter school.
- b. The charter agreement shall be legally binding and must be in effect for a period of not more than five years but may be renewed by the district.
- c. The district and the public charter school may amend a charter agreement through joint agreement.
- d. It is the intent of the Board that the charter agreement be detailed and specific to protect the mutual interests of the public charter school and the district. The agreement shall incorporate the elements of the approved proposal and will address additional matters, statutes and rules not fully covered by law or the proposal that shall apply to the public charter school including, but not limited to, the following:
  - (1) Sexual harassment (ORS 342.700, 342.704);
  - (2) Pregnant and parenting students (ORS 336.640);
  - (3) Special English classes for certain children (ORS 336.079);
  - (4) Student conduct (ORS 339.250);
  - (5) Alcohol and drug abuse program (ORS 336.222);
  - (6) Student records (ORS 326.565);
  - (7) Oregon Report Card (ORS 329.115);
  - (8) Recovery of costs associated with property damage (ORS 339.270);
  - (9) Use of school facilities (ORS 332.172);
  - (10) Employment status of public charter school employees:
    - (a) Public charter school law requires the following:
      - (i) Employee assignment to a public charter school shall be voluntary;

- (ii) A public charter school or the sponsor of the public charter school may be considered the employer of any employees of the public charter school;
  - (iii) If the Board is not the sponsor of the public charter school, it shall not be the employer and shall not collectively bargain with the employees;
  - (iv) A public charter school employee may be a member of a labor organization or organize with other employees to bargain collectively. The bargaining unit may be separate from other bargaining units of the district;
  - (v) The public charter school governing body shall control the selection of employees at the public charter school;
  - (vi) The Board shall grant a leave of absence to any employee who chooses to work in the public charter school. The length and terms of the leave of absence shall be set by collective bargaining agreement or by Board policy; however, the length of leave of absence may not be less than two years unless:
    - 1) The charter of the public school is terminated or the public charter school is dissolved or closed during the leave of absence; or
    - 2) The employee and the Board have mutually agreed to a different length of time.
  - (vii) An employee of a public charter school operating within the district who is granted a leave of absence and returns to employment with the district shall retain seniority and benefits as an employee, pursuant to the terms of the leave of absence.
- (b) The terms and conditions of employment addressed in the agreement may include, but not limited to, the following provisions:
- (i) A proposed plan for the placement of teachers and other school employees upon termination or nonrenewal of the charter;
  - (ii) Arrangements for employees who choose not to be employed or participate in the public charter school, if a district school has been converted to a public charter school;
  - (iii) Salary for professional staff or wages for classified staff;
  - (iv) Health benefits;
  - (v) Leaves, including timing, commencement and duration of leave; voluntary and involuntary termination and return to work; whether the leave is paid or unpaid; and a description of benefits upon termination of leave (i.e., same, similar or available position and salary schedule placement);
  - (vi) Work year;
  - (vii) Working hours;
  - (viii) Discipline and dismissal procedures;
  - (ix) Arrangements to secure substitutes;
  - (x) Arrangements to ensure that 50 percent of the total full-time equivalent teaching and administrative staff are licensed;
  - (xi) Hiring practices;
  - (xii) Evaluation procedures.
- (11) Student enrollment, application procedures and whether the public charter school will admit nonresident students and on what basis:

(a) Public charter school law requires the following:

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

- 1) Were enrolled in the public charter school the prior year;
- 2) Have siblings who are presently enrolled in the public charter school and who were enrolled the prior year;
- 3) Only when the public charter school is party to a cooperative agreement for the purpose of forming a partnership to provide educational services, reside in:
  - a) The public charter school's sponsoring district; or
  - b) A district which is a party to the cooperative agreement.

(ii) A public charter school may not limit student admission based on ethnicity, national origin, race, religion, disability, sex, sexual orientation, income level, proficiency in the English language or athletic ability but may limit admission within a given age group or grade level, and may implement a weighted lottery for historically underserved students. Historically underserved students are at risk because of any combination of two or more factors including their race, ethnicity, English language proficiency, socioeconomic status, gender, sexual orientation, disability and geographic location.

(12) Transportation of students:

(a) Public charter school law requires the following:

(i) The public charter school shall be responsible for providing transportation for its students and may negotiate with the district for the provision of transportation services;

- (ii) The district shall provide transportation for public charter school students pursuant to ORS 327.043. Resident public charter school students will be transported under the same conditions as students attending private or parochial schools located along or near established district bus routes. The district shall not be required to add or extend existing bus routes;
  - (iii) Public charter school students who reside outside the district may use existing bus routes and transportation services of the district in which the public charter school is located;
  - (iv) Any transportation costs incurred by the district shall be considered approved transportation costs.
- (13) The plan for performance bonding or insuring the public charter school sufficient to protect the district. Documentation shall be submitted prior to agreement approval.
  - (a) Insurance<sup>2</sup>:
    - (i) Commercial General Liability Insurance in an amount of not less than \$1,000,000 combined single limit per occurrence/\$3,000,000 annual aggregate covering the public charter school, the governing board, employees and volunteers against liability for damages because of personal injury, bodily injury, death or damage to property including the loss of use thereof. Coverage to include, but not limited to, contractual liability, advertisers' liability, employee benefits liability, professional liability and teachers' liability;
    - (ii) Liability Insurance for Directors and Officers in an amount not less than \$1,000,000 each loss/\$3,000,000 annual aggregate covering the public charter school, the governing board, employees and volunteers against liability arising out of wrongful acts and employment practices. Continuous "claims made" coverage will be acceptable, provided the retroactive date is on the effective date of the charter;
    - (iii) Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit covering the public charter school, the governing board, employees and volunteers against liability for damages because of bodily injury, death or damage to property, including the loss of use thereof arising out of the ownership, operation, maintenance or use of any automobile. The policy will include underinsured and uninsured motorist vehicle coverage at the limits equal to bodily injury limits;
    - (iv) Workers' Compensation Insurance shall also be maintained pursuant to Oregon laws (ORS Chapter 656). Employers' liability insurance with limits of \$100,000 each accident, \$100,000 disease each employee and \$500,000 each policy limit;
    - (v) Honesty Bond to cover all employees and volunteers. Limits to be determined by the governing board, but no less than \$25,000. Coverage shall include faithful performance and loss of moneys and securities;

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<sup>2</sup>Insurance requirements for individual public charter schools may vary and should be reviewed by legal counsel and an insurance representative.

- (vi) Property Insurance shall be required on all owned or leased buildings or equipment. The insurance shall be written to cover the full replacement cost of the building and/or equipment on an "all risk of direct physical loss basis," including earthquake and flood perils.
- (b) Additional requirements:
  - (i) The district shall be an additional insured on commercial general and automobile liability insurance. The policies shall provide for a 90-day written notice of cancellation or material change. A certificate evidencing all of the above insurance shall be furnished to the district;
  - (ii) The public charter school shall also hold harmless and defend the district from any and all liability, injury, damages, fees or claims arising out of the operations of the public charter school operations or activities;
  - (iii) The district shall be loss payee on the property insurance if the public charter school leases any real or personal district property;
  - (iv) The coverage provided and the insurance carriers must be acceptable to the district.
- e. If the district and the public charter school enter a cooperative agreement with other school districts for the purpose of forming a partnership to provide educational services, then the agreement must be incorporated into the charter of the public charter school.
- f. In addition to any other terms required to be in the charter agreement, a virtual public charter school must have in the charter of the school, a requirement that the school:
  - (1) Monitor and track student progress and attendance; and
  - (2) Provide student assessments in a manner that ensures that an individual student is being assessed and that the assessment is valid.

## 5. Public Charter School Operation

- a. The public charter school shall operate at all times in accordance with the public charter school law, the terms of the approved proposal and the charter agreement.
- b. Statutes and rules that apply to the district shall not apply to the public charter school except the following, as required by law, shall apply:
  - (1) Federal law, including applicable provisions of the No Child Left Behind Act of 2001;
  - (2) Public records law (ORS 192.410 to 192.505);
  - (3) Public meetings law (ORS 192.610 to 192.690);
  - (4) ORS Chapters 279A, 279B and 279C (Public Contracting Code);
  - (5) ORS 326.565, 326.575 and 326.580 (student records);
  - (6) Municipal audit law (ORS 297.405 to 297.555 and 297.990);
  - (7) Criminal records check (ORS 181.539534, 326.603, 326.607, 342.223 and 342.232);
  - (8) Textbooks (ORS 337.150);
  - (9) ORS 339.119 (considerations for educational services);
  - (10) Tuition and fees (ORS 339.141, 339.147 and 339.155);
  - (11) Discrimination (ORS 659.850, and 659.855 and 659.860);
  - (12) Tort claims (ORS 30.260 to 30.300);
  - (13) ORS Chapter 657 (Employment Department law);
  - (14) Health and safety statutes and rules;



- (15) Any statute or rule listed in the charter;
  - (16) The statewide assessment system developed by the Oregon Department of Education (ODE) for Mathematics, Science and English under ORS 329.485 (42);
  - (17) The academic content standards and instruction (ORS 329.045);
  - (18) Any statute or rule that establishes requirements for instructional time;
  - (19) Prohibition of infliction of corporal punishment (ORS 339.250 (12));
  - (20) Reporting of suspected ~~child~~-abuse of a child and sexual conduct, and training on prevention and identification of abuse and sexual conduct (ORS 339.370, 339.372, 339.388 and 339.400);
  - (21) Diploma, modified diploma, extended diploma and alternative certificate standards (ORS 329.451);
  - (22) Statutes and rules that expressly apply to public charter schools;
  - (23) Statutes and rules that apply to special government body ORS 174.117, or public body ORS 174.109;
  - (24) ORS Chapter 338.
- c. The public charter school may employ as a teacher or administrator a person who is not licensed by the TSPC; however, at least one-half of the total full-time equivalent teaching and administrative staff at the public charter school shall be licensed by the commission, pursuant to ORS 342.135, 342.136, 342.138 or 342.140.
  - d. A board member of the school district in which the public charter school is located may not serve as a voting member of the public charter school's board, yet may serve in an advisory capacity.
  - e. The public charter school shall participate in the PERS.
  - f. The public charter school shall not violate the Establishment Clause of the First Amendment to the United States Constitution or Section 5, Article I of the Oregon Constitution, or be religion based.
  - g. The public charter school shall maintain an active enrollment of at least 25 students, unless the public charter school is providing educational services under a cooperative agreement entered into for the purpose of forming a partnership to provide educational services.
  - h. The public charter school may sue or be sued as a separate legal entity.
  - i. The public charter school may enter into contracts and may lease facilities and services from the district, education service district, state institution of higher education, other governmental unit or any person or legal entity.
  - j. The public charter school may not levy taxes or issue bonds under which the public incurs liability.
  - k. The public charter school may receive and accept gifts, grants and donations from any source for expenditure to carry out the lawful functions of the school.
  - l. The district shall offer a high school diploma, modified diploma, extended diploma, alternative certificate to any public charter school student located in the district who meets the district's and state's standards for a high school diploma, modified diploma, extended diploma, alternative certificate.
  - m. A high school diploma, modified diploma, extended diploma, alternative certificate issued by a public charter school shall grant to the holder the same rights and privileges as a high school diploma, modified diploma, extended diploma, alternative certificate issued by a nonchartered public school.
  - n. Upon application by the public charter school, the State Board of Education may grant a waiver of certain public charter school law provisions if the waiver promotes the development of programs by providers, enhances the equitable access by underserved families to the public education of their choice, extends the equitable access to public support by all students or permits high quality programs of unusual cost. This waiver request must specify the reasons

the public charter school is seeking the waiver and further requires the public charter school to notify the sponsor if a waiver is being considered.

6. Virtual Public Charter School Operation

- a. In addition to the other requirements for a public charter school, a virtual public charter school must have:
- (1) A plan for academic achievement that addresses how the school will improve student learning and meet academic content standards required by ORS 329.045;
  - (2) Performance criteria the school will use to measure the progress of the school in meeting the academic performance goals set by the school for its first five years of operation;
  - (3) A plan for implementing the proposed education program of the school by directly and significantly involving parents and guardians of students enrolled in the school and involving the professional employees of the school;
  - (4) A budget, business plan and governance plan for the operation of the school;
  - (5) An agreement that the school will operate using an interactive, Internet-based technology platform that monitors and tracks student progress and attendance in conjunction with performing other student assessment functions;
  - (6) An agreement to employ only licensed teachers who are highly qualified as described in the Federal No Child Left Behind Act of 2001;
  - (7) A plan that ensures:
    - (a) All superintendents, assistant superintendents and principals of the schools are licensed by the TSPC to administrate; and
    - (b) Teachers who are licensed to teach by the TSPC and who are highly qualified as described in the federal No Child Left Behind Act of 2001 teach at least 95 percent of the school's instructional hours.
  - (8) A plan for maintaining student records and school records, including financial records, at a designated central office of operations;
  - (9) A plan to provide equitable access to the education program of the school by ensuring that each student enrolled in the school:
    - (a) Has access to and use of a computer and printer equipment as needed;
    - (b) Is offered an Internet service cost reimbursement arrangement under which the school reimburses the parent or guardian of the student, at a rate set by the school, for the costs of obtaining Internet service at the minimum connection speed required to effectively access the education program provided by the school; or
    - (c) Has access to and use of computer and printer equipment and is offered Internet service cost reimbursement.
  - (10) A plan to provide access to a computer and printer equipment and the Internet service cost reimbursement as described in (8) above by students enrolled in the school who are from families that qualify as low-income under Title I of the federal Elementary and Secondary Education Act of 1965 (20 USC 6301 et seq);
  - (11) A plan to conduct school-sponsored optional educational events at least six times each school year at locations selected to provide convenient access to all students in the school who want to participate;
  - (12) A plan to conduct biweekly meetings between teachers and students enrolled in the school, either in person or through the use of conference calls or other technology;

- (13) A plan to provide opportunities for face-to-face meetings between teachers and students enrolled in the school at least six times each school year;
  - (14) A plan to provide written notice to both the sponsoring district and the district in which the student resides upon enrollment or withdrawal for a reason other than graduation from high school:
    - (a) If notice is provided due to enrollment, then the notice must include the student's name, age, address and school at which the student was formerly enrolled;
    - (b) If notice is provided due to withdrawal for a reason other than graduation from high school, then notice must include the student's name, age, address, reason for withdrawal (if applicable) and the name of the school in which the student intends to enroll (if known).
  - (15) An agreement to provide a student's education records to the student's resident school district or to the sponsor upon request of the resident school district or sponsor.
- b. The sponsor of a virtual public charter school or a member of the public may request access to any of the documents described in a. above.
  - c. If a virtual public charter school or the sponsor of a virtual public charter school contracts with a for-profit entity to provide educational services through the virtual public charter school, the for-profit entity may not be the employer of any employees of the virtual public charter school.
  - d. The following limitations apply:
    - (1) School board members of the virtual public charter school's sponsoring district may not be:
      - (a) An employee of the virtual public charter school;
      - (b) A member of the governing body of the virtual public charter school;
      - (c) An employee or other representative of any third-party entity with which the virtual public charter school has entered into a contract to provide educational services.
    - (2) Members of the governing body of the virtual public charter school may not be an employee of a third-party entity with which the virtual public charter school intends to enter or has entered into a contract to provide educational services;
    - (3) If a third-party entity contracts with a virtual public charter school to provide educational services to the school, then:
      - (a) No third-party entity's employee or governing board member may attend an executive session of the sponsoring district's school board;
      - (b) No virtual public charter school employee may promote the sale or benefits of private supplemental services or classes offered by the third-party entity;
      - (c) The educational services must be consistent with state standards and requirements;

- (d) The virtual public charter school must have on file the third-party entity's budget for the provision of educational services, including itemization of:
  - (i) The salaries of supervisory and management personnel and consultants who are providing educational or related services for a virtual public charter school in this state; and
  - (ii) The annual operating expenses and profit margin of the third-party entity for providing educational services to a virtual public charter school in this state.

## 7. Charter Agreement Review

- a. The public charter school shall report at least annually on the performance of the school and its students to the State Board of Education and the district.
- b. The Board or designee shall visit the public charter school at least annually to assure compliance with the terms and provisions of the charter.
- c. The public charter school shall be audited annually in accordance with the Municipal Audit Law. After the audit, the public charter school shall forward a copy of the audit to ODE and the following to the sponsoring district:
  - (1) A copy of the annual audit;
  - (2) Any statements from the public charter school that show the results of operations and transactions affecting the financial status of the charter school during the preceding annual audit period for the school; and
  - (3) Any balance sheet containing a summary of the assets and liabilities of the public charter school and related operating budget documents as of the closing date of the preceding annual audit period for the school.
- d. The sponsoring district may request at any time an acknowledgment from each member of the public charter school governing body that the member understands the standards of conduct and liabilities of a director of a nonprofit organization.
- e. The public charter school shall submit to the Board quarterly financial statements that reflect the school's financial operations. The report shall include, but not be limited to, revenues, expenditures, loans and investments.

## 8. Charter School Renewal

- a. The first renewal of a charter shall be for the same time period as the initial charter. Subsequent renewals of a charter shall be for a minimum of five years but may not exceed 10 years.
- b. The Board and the public charter school shall follow the timeline listed below, unless a different timeline has been agreed upon by the Board and the public charter school:
  - (1) The public charter school shall submit a written renewal request to the Board for consideration at least 180 days prior to, ~~but no earlier than 210 days before the~~ expiration of the charter;
  - (2) Within 45 days after receiving a written renewal request from a public charter school, the Board shall hold a public hearing regarding the renewal request;
  - (3) Within 30 days after the public hearing, the Board shall approve the charter renewal or state in writing the reasons for denying charter renewal;

- (4) If the Board approves the charter renewal, the Board and the public charter school shall negotiate a new charter within 90 days unless the Board and the public charter school agree to an extension of the time period. Notwithstanding the time period specified in the charter, an expiring charter shall remain in effect until a new charter is negotiated;
- (5) If the Board does not renew the charter, the public charter school may address the reasons stated for denial of the renewal and any remedial measures suggested by the Board and submit a revised request for renewal to the Board;
- (6) If the Board does not renew the charter based on the revised request for renewal or the parties do not negotiate a charter contract within the timeline established in this policy, the public charter school may appeal the Board's decision to the State Board of Education for a review of whether the Board used the process required by Oregon law in denying the charter renewal.
  - (a) If the State Board of Education finds that the Board used the appropriate process in denying the request for renewal, it shall affirm the decision of the Board. A public charter may seek judicial review of this order.
  - (b) If the State Board of Education finds that the Board did not use the appropriate process in denying the request for renewal, it shall order the Board to reconsider the request for renewal. If after reconsideration the Board does not renew the charter, the public charter school may seek judicial review of the Board's decision.
- (7) The Board shall base the charter renewal decision on a good faith evaluation of whether the public charter school:
  - (a) Is in compliance with all applicable state and federal laws;
  - (b) Is in compliance with the charter of the public charter school;
  - (c) Is meeting or working toward meeting the student performance goals and agreements specified in the charter or any other written agreements between the Board and the public charter school;
  - (d) Is fiscally stable and used the sound financial management system described in the proposal submitted under ORS 338.045 and incorporated into the written charter agreement; and
  - (e) Is in compliance with any renewal criteria specified in the charter of the public charter school.
- (8) The Board shall base the renewal evaluation described above primarily on a review of the public charter school's annual performance reports, annual audit of accounts and annual site visit and review and any other information mutually agreed upon by the public charter school and the Board;
- (9) For purposes of this section, the phrase "good faith evaluation" means an evaluation of all criteria required by this section resulting in a conclusion that a reasonable person would come to who is informed of the law and the facts before that person.



9. Charter School Termination

- a. The public charter school may be terminated by the Board for any of the following reasons:
  - (1) Failure to meet the terms of an approved charter agreement or any requirement of ORS Chapter 338 unless waived by the State Board of Education;
  - (2) Failure to meet the requirements for student performance as outlined in the charter agreement;
  - (3) Failure to correct a violation of federal or state law;
  - (4) Failure to maintain insurance;
  - (5) Failure to maintain financial stability;
  - (6) ~~On or after July 1, 201~~ Failure to maintain, for two or more consecutive years, a sound financial management system described in the proposal submitted under ORS 338.045 and incorporated into the written charter under ORS 338.065;
  - (7) Failure to maintain the health and safety of the students.
- b. If a charter school is terminated by the Board for any reason listed in sections a. (1) through a. (6), the following shall occur:
  - (1) The district shall give the public charter school a 60-day written notification of its decision;
  - (2) If the grounds for termination include failure to maintain financial stability or failure to maintain a sound financial management system, the sponsor and the public charter school may agree to develop a plan to correct deficiencies. The plan to correct deficiencies will follow the process as per ORS 338.105;
  - (3) The district shall state the grounds for termination and deliver notification to the business office of the public charter school;
  - (4) The public charter school may request a hearing by the district. The request must be made in writing and delivered to the business address of the sponsor;
  - (5) Within 30 days of receiving the request for a hearing, the sponsor must provide the public charter school with the opportunity for a hearing on the proposed termination;
  - (6) The public charter school may appeal the decision to terminate to the State Board of Education;
  - (7) If the public charter school appeals the decision to terminate to the State Board of Education, the public charter school will remain open until the State Board issues its final order;
  - (8) If the State Board's final order upholds the decision to terminate and at least 60 days have passed since the notice of intent to terminate was received by the public charter school, the district's sponsorship of the public charter school will terminate;
  - (9) The final order of the State Board may be appealed under the provision of ORS 183.484;
  - (10) Throughout the ORS 183.484 judicial appeals process the public charter school shall remain closed;
  - (11) If terminated or dissolved, assets of the public charter school purchased by the public charter school with public funds, shall be given to the State Board of Education.

- c. If the public charter school is terminated by the Board for any reason related to student health or safety as provided in section a. (7), the following shall occur:
  - (1) If the district reasonably believes that a public charter school is endangering the health or safety of the students enrolled in the public charter school, the district may act to immediately terminate the approved charter and close the public charter school without providing the notice required in section b. (1);
  - (2) A public charter school closed due to health or safety concerns may request a hearing by the sponsor. Such a request must be made in writing and delivered to the business address of the district;
  - (3) Within 10 days of receiving the request for a hearing, the district must provide the public charter school with the opportunity for a hearing on the termination;
  - (4) If the district acts to terminate the charter following the hearing, the public charter school may appeal the decision to the State Board of Education;
  - (5) The State Board will hold a hearing on the appeal within 10 days of receiving the request;
  - (6) The public charter school will remain closed during the appeal process unless the State Board orders the district not to terminate and to re-open the public charter school; and
  - (7) The final order of the State Board may be appealed under the provisions of ORS 183.484.
- d. If the public charter school is terminated, closed or dissolved by the governing body of the public charter school, it shall be done only at the end of a semester and with 180 days' notice to the district, unless the health and safety of the students are in jeopardy. Such notice must be made in writing and be delivered to the business address of the sponsor.
  - (1) Assets of a terminated, closed or dissolved public charter school that were obtained with grant funds will be dispersed according to the terms of the grant. If the grant is absent any reference to ownership or distribution of assets of a terminated, closed or dissolved public charter school, all assets will be given to the State Board of Education for disposal.

#### 10. District Immunity

The district, members of the Board and employees of the district are immune from civil liability with respect to the public charter school's activities.

Local Wellness Policy  
Review and Assessment  
October 2015

A Wellness committee met in October 2015 to review the Local Wellness Policy and its' implementation. The committee was comprised of staff, school administrators, representatives of the school food authority, and the public.

In Attendance:     Angie Gorman – Director of Nutrition Services  
                          Jennifer Meckley – Director of Human Resources  
                          Dr. Louise Muscato – Western Oregon Health Science University  
                          Glenda Utter – Manager of Pioneer School kitchen  
                          Susie Otta – Employee Benefits

Invited, but not present:   Dr. Russ McUne – School Board member  
                                  Bo Yates – Assistant Superintendent  
                                  Lisa Murphy – District Nurse  
                                  Tyler Grove – Director of Lebanon Boys and Girls Club  
                                  Dannie Harmon – PE Teacher  
                                  Dre Carson – Parent  
                                  Ann Williams – Parent  
                                  Sheryl Casteen – Community member

**Policy Requirements:**

Our Local Wellness Policy contains all of the required components:

1. Goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness.
2. Includes nutrition guidelines to promote student health and reduce childhood obesity for all foods available in the school district.
3. Permit a Wellness Committee to participate in the development, implementation, and review and update of the local wellness policy.
4. Inform the public about the content and implementation of the local wellness policy.
5. Measure implementation periodically.

**Areas of the policy needing to be addressed:**

1. The policy states recess detention should not be used as a punishment. Most schools use this practice as part of their behavior management program.
2. The policy states students K-12 should have physical movement and activity as part of their day. Only one credit of physical education is required at the high school level.
3. The policy states non-food incentives should be used and if they are the food must follow Smart Snacks standards. Schools do not always follow this practice.



4. According to the policy, nutrition education should be included in grades K-12. The committee isn't convinced nutrition education occurs at every grade level.
5. Our policy doesn't include a section on School Employee Wellness. The committee recommends we add this section into the policy and AR.

**Next Steps:**

1. The areas of concern will be discussed with the administrative leadership team. A plan of action will be developed for each area.
2. The School Board will review the policy amendments on November 5, 2015.





# LEBANON HIGH SCHOOL

## ATHLETIC/ACTIVITIES HANDBOOK



## **TABLE OF CONTENTS**

Pg. 3	Statement of Philosophy
Pg. 4	Objectives of Participation
Pg. 4	Playing Time Philosophy
Pg. 5	Coaches Code of Ethics
Pg. 5	Academic Eligibility
Pg. 6	Satisfactory Progress towards Graduation
Pg. 6	LHS – Athletic & Co-Curricular Activities Grade Policy
Pg. 7	Athletic Rules
Pg. 7	Practices/Competitions
Pg. 7	Conduct of Athletes on Trips
Pg. 7	Transportation
Pg. 8	Athletic Attendance Policy
Pg. 8	Athletics during School Closures
Pg. 8	Dropping a Sport
Pg. 8	Dropped from a Sport
Pg. 8	Suspension: Out of School
Pg. 8	Rule Violation/Awards
Pg. 9	Complaint Policy
Pg. 9	Regulations for Cuts
Pg. 10	Alcohol and Controlled Substances
Pg. 10	Hazing
Pg. 11	Theft, Property Damage
Pg. 12	Gross Misconduct
Pg. 12	Sportsmanship Guidelines
Pg. 12	Fundamentals of Sportsmanship
Pg. 13	OSAA Executive Board Policies
Pg. 13	Program Evaluations
Pg. 13	Participation Fees
Pg. 14	Scholarshipped Athletes
Pg. 14	Admission and Passes
Pg. 14	LHS Scholar Athlete Program
Pg. 14	Individual Team Awards
Pg. 16	Varsity Letter Award
Pg. 16	Team Awards Programs
Pg. 16	NCAA Initial-Eligibility
Pg. 16	Ejection(s)
Pg. 17	Sportsmanship/Spectator Conduct





## **Athletic Handbook**

### **STATEMENT OF PHILOSOPHY**

1. The Lebanon School District believes that a dynamic program of student activities is vital to the educational development of the student.

The Lebanon High School Athletic Program will provide a variety of experiences to aid in the development of favorable habits and attitudes in students that will prepare them for adult life in a democratic society.

Athletics will function as an integral part of the total curriculum. It will offer opportunities to serve the institution, to assist in the development of fellowship and good will, to promote self-realization and all-around growth, and to encourage learning the qualities of good citizenship.

2. Athletics plays an important part in the life of students of Lebanon High School. Young people learn a great deal from their participation in interscholastic athletics. Lessons in sportsmanship, teamwork, competition and how to win and lose gracefully are an integral part of each team in our athletic program. Athletics plays an important part too, in helping the individual student develop a healthy self-concept as well as a healthy body. Athletic competition adds to our school spirit and helps all students, spectators, and participants to develop pride in their school.
3. The major objective of the program is to provide wholesome opportunities for students to develop favorable habits and attitudes of social and group living.

Leadership will be of the highest quality so as to exemplify to the participants the desired type of behavior to be developed from the athletic program. Measurement of leadership success should not be in terms of the tangible evidence of the victory and defeat record, but rather in the intangible personality development factors that are an outgrowth of the major objectives of the athletic program.

The athletic program will always be in conformity with the general objectives of the school. The athletic administration will be in line with the general policies of the institutions. At no time will the program place the total educational curriculum secondary in emphasis; the program will constantly strive for the development of well rounded individuals, capable of taking their place in modern society.

4. We believe that the opportunity for participation in a wide variety of student-selected activities is a vital part of the student's educational experience. Such participation is a privilege that carries with it responsibilities to the school, to the activity, to the student body, to the community and the student's themselves.



These experiences contribute to the development of learning skills and emotional patterns that enable the student to make maximum use of his or her education.

Lebanon High School student activities are considered a supplement to the school's program of education which strives to provide experiences that will help to develop boys and girls physically, mentally, socially and emotionally.

5. The interscholastic athletic program shall be conducted in accordance with existing Board of Education policies and rules and regulations. While the Board of Education takes great pride in winning, it does not condone "winning at any cost" and discourages any and all pressures which might tend to neglect good sportsmanship and good mental health. At all times, the athletic program must be conducted in such a way so as to justify it as an educational activity.

#### OBJECTIVES OF PARTICIPATION

1. To provide a positive image of school athletics at Lebanon High School.
2. To strive always for playing excellence that will produce winning teams within the bounds of good sportsmanship and mental health of the student athlete.
3. To ensure growth and development that will raise the number of individual participants.
4. To provide opportunities that will allow the program to serve as a laboratory where students may cope with problems and handle situations similar to those encountered under conditions prevailing in the contemporary world. The laboratory will provide adequate and natural opportunities for:
  - A. Physical, mental and emotional growth and development.
  - B. Acquisition and development of special skills.
  - C. Team play with the development of such commitments as loyalty, cooperation, fair play and other desirable social traits.
  - D. Directed leadership and supervision that stresses self-discipline, self-motivation, excellence, and the ideals of good sportsmanship that make for winning and losing graciously.
  - E. Provisions for worthy use of leisure time in later life, either as a participant or spectator.
  - F. Participation by the most skilled that will enable these individuals to expand possibilities for future vocational pursuits.
5. To create a desire to succeed and excel.
6. To practice self-discipline and emotional maturity in learning to make decisions under pressure.



## PLAYING TIME PHILOSOPHY:

\*Multi-Sport Participation: As an athletic department, we will support and reinforce students participating in a sport every season. Every coach will support this philosophy with his or her words and actions.

\*Strength and Conditioning Program: Our competitive advantage in program, as well as individual development, will focus on our strength and speed development program. It is essential that all participants, regardless of sport give 100% towards becoming their physical best. Having stronger, faster athletes will lead to individual, as well as team, improvement in addition to lowering the individual's risk of injury.

It shall be goals, at the varsity level, to field as competitive team as possible, to win each contest, and to provide for long term development of players. It shall also be a goal of the coach to maximize the playing time of each player that is eligible to compete, in each contest. If these two goals become in-conflict, it will be the coaches discretion which goal to pursue.

At the Freshmen and Junior Varsity levels, winning is also important to all and it is also the goal of the coach to maximize the playing time of each player. Concerns about playing time will not be discussed after games. Appointment with coach and/or Athletic Director will need to take place within 72 hours.

## COACHES CODE OF ETHICS

As a professional educator and leader, the high school coach will:

- A. Exemplify the highest moral character as a role model for young people.
- B. Recognize the individual worth and reinforce the self-image of each team member.
- C. Encourage and assist team members to set personal goals to achieve their highest academic and athletic potential.
- D. Support the training rules for athletes set forth by the Athletic Department, which reflects the positive values of abstaining from the use of drugs, alcohol, and tobacco.
- E. Strive to develop the qualities of leadership, initiative, and good judgment in each team member.
- F. Communicate and interpret program goals and objectives to parents and community thru parent meetings.
- G. Provide a safe environment for practice and competition.
- H. Gain an awareness of the importance of prevention, care and treatment of athletic injuries.
- I. Respect the integrity and judgment of game officials.
- J. Teach and abide by the rules of the game in letter and spirit.
- K. Build and maintain ethical relationships with coaches and administrators.
- L. Strive for excellence in coaching skills and techniques through professional involvement.
- M. Promote personal fitness and good nutrition.
- N. Be modest in victory and gracious in defeat.
- O. Encourage a healthy respect for the overall athletic program and its vital role in education.





## ACADEMIC ELIGIBILITY

For the purpose of this rule, a full time student is one who is enrolled in high school, or high school related classes, equaling to 2.5 credits. A student athlete must pass 2.5 credits the previous semester and enrolled in 2.5 credits during the season. Passing 5 out of 7 classes **equaling 2.5 credits** meets this standard. The rule of passing 2.5 credits the previous semester does not apply to incoming freshmen during the fall season.

Taking college courses through Lebanon High School is an option. Most college 100 or higher courses equaling 3 credits will equate to 1 high school credit. Check class conversion chart with the E Connections counselor or at the athletic office.

Taking Summer Classes may be used to recover lost credits and failed classes from 2<sup>nd</sup> Semester. If a student does not pass 5 (2.5 credits) out of 7 classes or ends up with less than 2.5 credits, we may be able to appeal if there has been a hardship declared.

## SATISFACTORY PROGRESS TOWARD GRADUATION

A rule passed by OSAA states “a student must also be making satisfactory progress towards the schools graduation requirements by earning a minimum of the quantity of credits indicated on the chart below”.

Credits to graduate: 24

Prior to grade 10: 4 credits

Prior to grade 11: 9.5 credits

Prior to grade 12: 16 credits

## LHS-ATHLETIC & CO-CURRICULAR ACTIVITIES GRADE POLICY

Lebanon High School requires students in all grades (9-12) wishing to participate in co-curricular activities to demonstrate and maintain the following academic standards:

OSAA Requirement:

Take and pass 5 classes for a total of 2.5 credits the previous semester. The student must also be enrolled in 5 classes for 2.5 credits during the present semester.

Lebanon High School Requirement:

Grade checks will begin the 2<sup>nd</sup> week of the season. Students must be passing all classes with a ‘C’ or better. If this requirement is not met, then the student will be put on Academic Probation Level 1 or 2.

Probation Level 1 ‘Eligible Probation’

If the student has any ‘D’s or ‘F’s, they will also need to attend supervised study sessions set up by the coach or Athletic Director. These students can practice and participate as long as they attend study table and hand in their weekly grade check. Once they have no ‘D’s or ‘F’s, the study table is optional but they must continue to weekly grade check.

Probation Level 2 ‘Ineligible Probation’

Students are ineligible to compete until they reach the Probationary Level 1 requirement. Students can still practice. These students must bring weekly grade checks to the coach and attend supervised study sessions until reaching Probation Level 1. Once



student reaches Level 1, they can compete in games but must follow Probation Level 1 requirements.

Coaches set the day/time of the week that their sport's grade checks are due. This policy is intended to give our student athletes an opportunity to be successful in the classroom prior to being determined ineligible. A key to this success will be the coaches and advisor's support and supervised study sessions.

### ATHLETIC RULES

Athletes must obtain a clearance card from the Athletic Director before he/she may turn out for an athletic team. To get a card, the athlete must complete the appropriate forms and pay (or make arrangements) the athletic fee. Forms need to be completed only once each school year. Clearance cards must be signed by the Athletics Office prior to practicing for each sport.

### PRACTICES/COMPETITIONS

- A. The athlete MUST be in attendance at school the afternoon prior to practice or game (meet, match, etc.). The only exception to this rule must be approved by the Athletic Director or other Administrator. (Exceptions would be doctor appointments, field trips, college courses, etc.)
- B. THERE MUST BE NO SUNDAY ACTIVITIES UNLESS SPECIAL PERMISSION HAS BEEN GRANTED BY THE ATHLETIC DIRECTOR. If a Sunday practice is organized, it is not mandatory.
- C. There will be a mandatory five day transition period between seasons for athletes. The only exception to this is when athletes are involved in state competition.
- D. On teams where cuts are necessary, each athlete will have the opportunity for five practices before he/she is cut from the program.
- E. On curriculum in-service days, practice cannot start early for teachers without administrative approval. You may start early with a certified assistant or head coach that is not a teacher. Start time for teachers must be cleared by administrators. Exception would be clearance from school administrator.
- F. On work in-service days, practice can be scheduled at the convenience of the coach.

### CONDUCT OF ATHLETES ON TRIPS

Athletes will display good conduct on all athletic trips. No moving about or loud talking while being transported. Teams are expected to remain as a group while at visiting sites. Coaches are expected to enforce conduct policy.



## TRANSPORTATION

To be eligible to participate, an athlete must travel to and from a contest with the team using the teams mode of transportation. Athletes may be released to their parents, if head coach chooses, to travel home only after the coach has had verbal and visual contact with the parent and parent has signed out on coach's form. All other exceptions must be arranged prior to the contest with the Athletic Director. Students traveling with other parents or coaches: forms (plus criminal history check) are available from the athletic office that must be filled out by the driver, parent, and administrator prior to the trip. The Head Coach and office need to have a copy on file for each trip.

## ATHLETIC ATTENDANCE POLICY

Athletic Attendance rule: Athletes who have one or more periods of unexcused absences will miss the next contest after the coach has been notified. Attendance reports will be sent out daily (last period of the day) by the Attendance Secretary. Coaches are responsible for holding out athletes. The first week of each semester will not count because of schedule changes. Athletes must be in school at least half the day in order to compete in the afternoon. Exceptions would be field trips, college courses, doctor's appointment, or permission from Athletic Director.

If an athlete is injured, they need to communicate their injury or sickness to their coach and trainer as soon as possible. The trainer will be responsible for determining if the athlete is able to continue competing or need further evaluation. When an athlete is injured they will be required to attend practice to watch and learn. If possible, they will receive treatment from the trainer. If a student checks out of school sick they should make every effort to make their coach aware of their illness. Each program will establish a communication plan for players, coaches, and parents that allows for effective sharing of pertinent information.

## ATHLETICS WHEN SCHOOL IS CLOSED BECAUSE OF WEATHER

Lebanon High School will not be involved in any athletic activity, practice or competition, if school is closed because of weather conditions. Playoff situations may be an exception. Optional practice may be held if approved by the High School Administration. These practices would not be mandatory.

## DROPPING A SPORT

An athlete will not be permitted to drop one sport during the season and enter into another sport without the consent of both coaches. This includes organized out of season weight training and conditioning.

## DROPPED FROM A SPORT

Athletes who are dropped from a sport for disciplinary reasons may not become a member or work out with any team until the completion of current sport season.





## SUSPENSION: OUT OF SCHOOL

Students, who are suspended, may not participate in practice or in school-sponsored activities (either home or away) while suspended out of school during that time period. Further game suspension may occur due to nature of the offense.

## RULE VIOLATION/AWARDS

Any athlete who has been suspended from the team during the season for violations of the Alcohol and Controlled Substance Rule, or for a major rule violation, as determined by the Athletic Director shall/could have their eligibility sanctioned for an individual team award(s) as listed in the hand book. This could also effect their eligibility for League and/or State honors by Lebanon High School.

## COMPLAINT POLICY

If a person wishes to make a complaint, a Public Complaint Form Code: GBM AR, can be obtained from the school district website. After completion of this form it is to be returned to the principal for further action.

## REGULATIONS FOR CUTS

Lebanon High School would prefer to keep all students on a team that choose to play a sport. However, due to the nature of the sport, the number of athletes a coach can work with, and the number the facility can safely accommodate, reduction or cuts must be made. The coach may choose to keep fewer than the maximum number.

If the coaching staff of a particular sport determines that cuts must be made, then the following criteria will be followed:

1. All students will be given the opportunity to have five (5) practices before being cut from the program.
2. If the cuts need to be conducted in stages, each student athlete will have at least three (3) practices to be judged with the players that will make the team and currently out for the sport. NOTE: Some sports may qualify for the OSAA playoffs and run into the next sport season. Due to the length of the playoffs, it may not be practical for all players being cut to practice with the final members of the team.
3. If cuts are necessary, each student athlete will be evaluated by the coaching staff regarding:
  - A. Skills of the sport
  - B. Attitude
  - C. Citizenship
  - D. Potential to develop into a varsity player
  - E. Ability to be coached
  - F. Commitment to the program
4. If cuts are to be made, the coach will use one of the following two methods to notify the student:
  - A. Confidential meeting, one on one, with the student. The coach



will be at this meeting, or at a meeting later in which the student can be more receptive, inform the student as the reasons why he/she did not make the team, and what they need to do to improve their chances for the next year.

- B. Confidential written memo to all students that can be opened at a time and place of their choosing. The memo will state if the student made the team or was cut. Those students who received cut memos will be informed that they can contact the coach to set up a conference to find out why they did not make the team and what they need to do to improve their chances for the next school year. This conference will be scheduled within three school days of the cut notice.

### ALCOHOL AND CONTROLLED SUBSTANCES

Once a student turns out for a sport, they will remain under this policy through out their high school career. Any student involved in a competitive athletic program shall not knowingly possess, use, transmit alcohol, tobacco, or controlled substances of any kind during a school year. Athletes that find themselves associating with others that are using, transmitting or possessing alcohol or controlled substances of any kind are expected to leave immediately and self report to a coach or Athletic Director within 24 hours or be subject to discipline as if they were violating this rule. All suspensions begin on the next competition date.

**First Offense:** is a 14 calendar day suspension from competition (must attend all practices); suggested meeting(s) with school substance abuse counselor or the appropriate professional person and a willingness to follow his/her recommendations. The student athlete will be required to comply with the recommendations following the first offense or he/she will be disciplined as though a second offense had been committed.

**Second Offense:** is full suspension from the athletic program for the remainder of the sport season or for not less than a 45 calendar day period (whichever is greater) and mandatory follow-up sessions with the substance abuse counselor or other appropriate professional person. Reinstatement of the athlete into the athletic program is contingent upon the athlete complying with recommendations made by the counselor or professional person and his/her approval for reinstatement.

**Third Offense:** is full suspension from all athletic programs for the remainder of the student's high school years at LHS.

If an athlete voluntarily requests assistance from school officials with regard to an alcohol or drug use problem and has not previously committed an alcohol/controlled substance use offense, there shall be modified discipline considered of that athlete provided that:

- A. the athlete meets with the appropriate professional person and follows his/her recommendations and...
- B. there are not subsequent incidents of either alcohol or controlled substance use
- C. the self-referral is before an investigation is initiated into a violation.



## HAZING

HAZING IS STRICTLY PROHIBITED. Because hazing is unsafe, and can discourage participation as well as negatively affect a student's enjoyment in athletic participation, all forms of hazing are strictly prohibited.

Hazing includes, but is not limited to:

1. Any gesture or written, verbal or physical act that a reasonable person under the circumstances should know will have the effect of harming a student or placing a student in reasonable fear of harm to his or her person, or damage to his or her property;
2. any type of physical force, harm or injury inflicted by athletes on their team members such as whipping, beating, striking, branding, electronic shocking, or placing an unwanted substance on the student's body;
3. any type of coerced or involuntary sexual or physical activity, such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics, or other coerced or unwelcome confinement, restriction or other forced activity by athletes on their fellow team members;
4. any coerced or involuntary activity by athletes on their team members that subject the athletes to an unreasonable risk of harm or that adversely affects their mental or physical health, safety, or welfare; or
5. any coerced or involuntary activity inflicted, encouraged or mandated by athletes on their team members.

For purposes of this rule, a team member's voluntary participation in hazing is not necessarily a defense to a claimed violation of this rule. Athletes who organize or initiate hazing activities, but do not directly participate in them, are equally subject to possible discipline as students who directly participate in acts of hazing.

In addition, student athletes are expected and required to report suspected violations of this rule. Athletes may be disciplined for failure to report known hazing violations or for falsely denying knowledge of known hazing activities.

### **PENALTY**

Because student athletes bear additional responsibilities as examples and role models within the school and the community, the District and the Athletic Department reserve the right to impose penalties above and beyond those listed below when deemed appropriate. Whenever conduct may constitute a crime, a referral to law enforcement is also possible, and may be required by law.

**First Offense:** is a 14 calendar days suspension from competition (must attend all practices);

**Second Offense:** is full suspension from the athletic program for the remainder of the sport season or for not less than a 45 calendar day period (whichever is greater). his/her approval for reinstatement.

**Third Offense:** is full suspension from all athletic programs for the remainder of the student's high school years at LHS.





## STEALING, PROPERTY DESTRUCTION

To steal or be an accomplice to the act of stealing community property, school property, or the property of athletics, team managers or coaches; to destroy or deface school property or the property of others.

### Penalties for Stealing, Property Destruction:

**First Offense:** is a 14 calendar days suspension from competition (must attend all practices).

**Second Offense:** is full suspension from the athletic program for the remainder of the sport season or for not less than a 45 calendar day period (whichever is greater).

**Third Offense:** is full suspension from all athletic programs for the remainder of the student's high school years at LHS.

## GROSS MISCONDUCT

Gross misconduct is defined as cheating, fighting, or unfavorable notoriety, violation of a civil or criminal law, or any socially unacceptable behavior that brings discredit to the athlete, parents, school or team. This includes any behavior on social media.

### PENALTY

**First Offense:** is a 14 calendar days suspension from competition (must attend all practices).

**Second Offense:** is full suspension from the athletic program for the remainder of the sport season or for not less than a 45 calendar day period (whichever is greater).

**Third Offense:** is full suspension from all athletic programs for the remainder of the student's high school years at LHS.

## SPORTSMANSHIP GUIDELINES

Interscholastic activities are an integral part of the educational curriculum and experience. High school activities promote the character development of participants, enhance the educational mission and promote civility in society. Therefore, student-athletes, coaches, spectators and all others associated with high school activities programs and events should adhere to the fundamental values of respect, fairness, honesty, and responsibility. These values should be established as a priority among all OSAA member high schools.

## FUNDAMENTALS OF SPORTSMANSHIP

**Know The Rules:** Gain knowledge, understanding and appreciation for the rules of the contest. *Being well informed is essential. Always coach and play by the rules.*

**Behave Appropriately:** Make sure your behavior represents your values. *The true value of high school competition is not related to which competitor wins or loses. Remember your behavior influences others and represents your values.*



Respect Officials: Respect the officials of the contest. *Officials of any contest have been trained, tested, and in most cases certified to arbitrate. A fundamental aspect of good sportsmanship is to accept the officials' rulings whether you personally agree with them or not.*

Respect Opponents: Openly display respect and appreciation for opponents at all times. *Opponents at your school are guests and should be provided the best accommodations and hospitality possible. Appreciation for their skills and effort should be taught and displayed.*

Do Your Best to Win!: Sportsmanship is doing your very best to prepare to win. *The best sportsmanship is to prepare to the best of your ability, to compete to the best of your ability at all times, and to accept the outcomes without excessive celebration or excessive displays of disappointments.*

### OSAA Executive Board Policies

#### Spectator Conduct at OSAA Sanctioned Events:

In addition to the general expectations included in the OSAA Constitution, Rule 3, that school officials "...shall take all reasonable measures to ensure that the school's students and supporters maintain a sportsmanlike attitude toward all events.." the following specific expectations regarding spectator conduct at all OSAA sanctioned events, including regular and post season competition, are provided:

- A. Spectators are not permitted to have signs or banners (larger than 8 ½ by 11 inches), confetti, balloons or glass containers. Spectators are required to wear shirts.
- B. Spectators are not permitted to have artificial noisemakers. Some examples of artificial noisemakers are Thunder Stix, cowbells, clappers, and air horns.
- C. Spectators shall not be permitted to use vulgar/offensive or racially/culturally insensitive language. Spectators shall not be permitted to engage in any racially/culturally insensitive action.
- D. All cheers, comments and actions shall be in direct support of one's team. No cheers, comments or actions shall be directed at one's opponent or at contest officials. Some examples of inappropriate conduct or actions that are not permitted are: turning backs, holding up newspapers or jeering at the cheerleaders during opposing team introductions; disrespecting players by name, number or position; negative cheers or chants; throwing objects on the floor.
- E. Spectators who fail to comply with Association or site management spectator conduct expectations may be expelled from the contest.

### PROGRAM EVALUATION

The high school is in an ongoing process of evaluating and updating athletic programs. Input comes from many sources and one of the most valuable is from the parents. At the conclusion of the sports season, an evaluation form will be available at the awards night. Please complete and return to the high school. If you did not receive one, please go to the school website (<http://lebanon.or.schoolwebpages.com>, under Lebanon High – Athletics) and print off the Sports Parent Evaluation form.



## PARTICIPATION FEES

Each student will pay a participation fee for each sport (\$100.00). The fee is one-half for students on the free lunch program. Payment must be made by the first contest of the season.

If a student is cut from a team, the participation fee will be refunded. If a student quits a team for any reason, other than medical or moving after his/her first week, the participation fee may not be refunded. If the student presents the coach with a medical reason signed by a physician, the fee will be refunded. All medical or moving refunds could be prorated.

## SCHOLARSHIPPED ATHLETES

All students wishing to participate in sports should have that opportunity without the pressures of financial difficulty. Payment plans or full scholarship forms are available for parents to fill out. Ask the Athletics Office for payment form.

## ADMISSION AND PASSES

Please call the Athletics Office to find out the current prices of a Family Pass and/or general admission prices (541-451-8555 Ext. 1011).

## LHS SCHOLAR ATHLETE PROGRAM (current GPA not Cumulative)

1. A Scholar Athlete is any athlete, while involved in a sport, obtains at least a grade point of 3.5. They must be enrolled at LHS. A Beyond LHS Student (LBCC) may receive an award. They have to provide the Athletics Secretary with their LBCC grades after each season (Fall Sports: Term 1 grades; Winter Sports: Term 2 grades and Spring Sports: Term 3 grades)
2. To qualify for this award – the Grading Periods for LHS Athletics will be: Quarter 1 for Fall, Semester 1 for Winter and Quarter 3 for Spring.
3. The first award will be a certificate. The second award in the same year will be a certificate and a pin. The third award in the same year will be a certificate and a patch.
4. The program will be administered by the Director of Athletics.

## INDIVIDUAL TEAM AWARDS

Individual achievement awards shall be given at the end of each season with the names of such winners placed in the award case. The following are the awards that are given: Athletes and/or coaches will vote on these awards.

**Football:** KGAL/CHAMPION INTERNATIONAL, PETE CHOCHAN  
MEMORIAL - INSPIRATIONAL  
OUTSTANDING BACK ----OFFENSE  
OUTSTANDING BACK ----DEFENSE  
OUTSTANDING LINEMAN----OFFENSE  
OUTSTANDING LINEMAN ---DEFENSE

(Enclosure E-4)





	MOST IMPROVED ----OFFENSE MOST IMPROVED ----DEFENSE
<b>Soccer:</b>	MOST VALUABLE BOY MOST VALUABLE GIRL
<b>Volleyball:</b>	MOST IMPROVED MOST INSPIRATIONAL
<b>Cross Country:</b>	OUTSTANDING BOY OUTSTANDING GIRL MOST IMPROVED BOY MOST IMPROVED GIRL
<b>Wrestling:</b>	MOST PINS LEBANON EXPRESS OUTSTANDING LEBANON EXPRESS INSPIRATIONAL DICK WEISBRODT HUSTLE (1 <sup>st</sup> sem. GPA + win/lose %)
<b>Swimming:</b>	MOST VALUABLE BOY MOST VALUABLE GIRL COMMODORE MOST INSPIRATIONAL GIRL JACK BIRD MOST INSPIRATIONAL BOY
<b>Boys Basketball:</b>	REEVES CLOTHING MOST OUTSTANDING KGAL/CHAMPION INTERNATIONAL, PETE CHOCHAN MEMORIAL-INSPIRATIONAL KEVIN SUING MEMORIAL – ASSISTS BEST DEFENSE
<b>Girls Basketball:</b>	MOST VALUABLE PLAYER MOST INSPIRATIONAL MOST IMPROVED
<b>Golf:</b>	PINEWAY OUTSTANDING GIRL PINEWAY OUTSTANDING BOY
<b>Track:</b>	CITIZENS VALLEY MOST INSPIRATIONAL BOY JUVERNES APPAREL MOST INSPIRATIONAL GIRL RICHARD WETHERELL MEMORIAL – FROSH (BOY) RICHARD WETHERELL MEMORIAL – FROSH (GIRL) MIKE SHURTS MEMORIAL – MOST VALUABLE PLAYER (BOY) MIKE SHURTS MEMORIAL – MOST VALUABLE PLAYER (GIRL)
<b>Tennis:</b>	SALLY & DALTON JOHNSON INSPIRATIONAL DAVE PHELPS MEMORIAL
<b>Softball:</b>	RON FULLER MOST INSPIRATIONAL MOST IMPROVED



**Baseball:** AMERICAN LEGION MOST VALUABLE PLAYER  
BRETT CHRISTENSEN – HUSTLE AWARD  
DR. DAVID E. REID MERIT AWARD  
ANDY HESTER MEMORIAL – SPORTSMANSHIP

### VARSITY LETTER AWARDS

An athlete will receive one letter during his/her high school career. Each succeeding award will be a certificate and insert. Lettering policies vary in each sport and are put together by the Head Coach of each sport. This policy should be handed out during the parent night and/or to the students during the beginning of the season.

### **NO AWARDS ISSUED UNLESS ALL EQUIPMENT IS CHECKED IN**

### TEAM AWARD PROGRAMS

The coaching staff will be responsible for the coordination of the end of the season awards. These programs may range from an informal pizza feed to a sit down dinner, depending on the characteristic and level of the sport. The major purpose of these programs will be to honor the athletes and recap their achievements over the past season.

### NCAA INITIAL-ELIGIBILITY

All high school students who participate in college at a Division I or Division II school must be certified by the NCAA Clearinghouse. The forms you need are available at [www.eligibilitycenter.org](http://www.eligibilitycenter.org) - NCAA Eligibility web site. If you have any questions, ask your counselor, registrar or Athletic Office.

### EJECTIONS

If a student athlete is ejected from a competition/game, the student (family) is responsible for the fine and suspended for the next contest. The first fine for a specific sport is \$50. The second ejection in the same sport is a \$100 fine. Each ejection thereafter in that specific sport is increased by \$50 increments. (1<sup>st</sup> - \$50, 2<sup>nd</sup> - \$100, 3<sup>rd</sup> - \$150, 4<sup>th</sup> - \$200.....without limitation) A fine for ejection in the last contest of the season shall be increased by \$100 over the standard fine. OSAA policy charges each school/sport these fines, please see [www.osaa.org](http://www.osaa.org) Handbook/Ejection Policies.



## **Oregon School Activities Association**

25200 SW Parkway Avenue, Suite 1  
Wilsonville, OR 97070  
503.682.6722 fax: 503.682.0960 www.osaa.org

### **SPORTSMANSHIP / SPECTATOR CONDUCT**

#### **Rule 3.3 -- Sportsmanship Responsibility (Revised Fall 2008)**

The high school principal, coach and other responsible officials of each member school shall take all reasonable measures to insure that the school's students and supporters maintain a sportsmanlike attitude toward all events so that events may be conducted without unreasonable danger or disorder. All cheers, comments and actions shall be in direct support of one's team. No cheers, comments or actions shall be directed at one's opponent or at contest officials. Derogatory and/or unsportsmanlike language is not allowed. No player may be singled out by number, name or position with negative comments of any kind.

#### **Executive Board Policy 66 -- Spectator Conduct at OSAA Sanctioned Events (Revised Fall 2008)**

In addition to the general expectations included in the OSAA Constitution, Rule 3, that school officials "...shall take all reasonable measures to ensure that the school's students and supporters maintain a sportsmanlike attitude toward all events..." the following specific expectations regarding spectator conduct at all OSAA sanctioned events, including regular and post season competition, are provided:

- A. Spectators are not permitted to have signs or banners (larger than 8 ½ by 11 inches), confetti, balloons or glass containers. Spectators are required to wear shirts.
- B. Spectators are not permitted to have artificial noisemakers. Some examples of artificial noisemakers are Thunder Stix, cowbells, clappers and air horns.
- C. Spectators shall not be permitted to use vulgar/offensive or racially/culturally insensitive language. Spectators shall not be permitted to engage in any racially / culturally insensitive action.
- D. All cheers, comments and actions shall be in direct support of one's team. No cheers, comments or actions shall be directed at one's opponent or at contest officials. Some examples of inappropriate conduct or actions that are not permitted are: turning backs, holding up newspapers or jeering at cheerleaders during opposing team introductions; disrespecting players by name, number or position; negative cheers or chants; throwing objects on the floor.
- E. Spectators who fail to comply with Association or site management spectator conduct expectations may be expelled from the contest.

#### **Questions & Answers / Clarifications (Revised December, 2008)**

##### ***1. Q. May home team schools display signs and/or banners at their home venues?***

A. Yes, home team schools may display "permanent" signs and/or banners that are positive/supportive at their home venues. Examples are welcome signs, in season rosters, league banners, league/state championship banners and sportsmanship banners.

##### ***2. Q. May visiting schools bring signs and/or banners to hang at the host school's venue?***

A. No.

##### ***3. Q. Are "run through" signs allowed?***

A. Yes, so long as the message is positive/supportive.

##### ***4. Q. May a school use an artificial noisemaker at specific times during athletic events?***

A. In limited cases, yes. An example of an allowable use of artificial noisemakers by a school would be the firing of a cannon or the ringing of a bell after a touchdown is scored.





**5. Q. May spectators use small, handheld megaphones?**

A. Yes, but only cheerleaders are allowed to use large megaphones. Neither cheerleaders nor spectators may use megaphones for banging on the floor or bleachers.

**6. Q. What are some examples of cheers that do not encourage a positive atmosphere?**

A. Any yell that is intended to antagonize an opponent detracts from a positive atmosphere. "Air Ball! Air Ball!", booing, "You! You! You!", or "You Got Swatted!" are examples of yells that will not encourage a positive atmosphere. Conversely, a positive atmosphere is created when fans focus on positive yells in support of their team, rather than on negative yells attacking their team's opponents.

**7. Q. Are students allowed to stand on the bottom row of the bleachers?**

A. Yes, but when they sit down they must be sitting on the 2<sup>nd</sup> row.

**8. Q. May students cheer during serves in volleyball and free throws in basketball?**

A. Yes, as long as they are just "making noise" and not specifically addressing a contest official or an individual player from the opposing team.

**9. Q. Is a school allowed to use balloons at an athletic event?**

A. Yes, a host school is allowed to use them for decoration. However, fans are not allowed to have balloons and they may not be placed by the school in any manner that would block spectator viewing.

**10. Q. Is a school allowed to use balloons at a state championship finals site?**

A. No

**11. Q. Are oversized foam fingers allowed at athletic events?**

A. Yes, they are allowed as long as they are not blocking spectator viewing.



## **Business Report**

By: Linda Darling, Business Director

November 5, 2015

### **Financial Report:** (enclosure F-1)

The 2015-2016 Financial Board report included in this Board packet reflects all of projected revenue and expenditures for 2014-2015 and 2015-2016 along with the budgeted and spent or encumbered amounts for 2015-2016. The projected Ending Fund Balance for 2014-2015 is \$3,932,387 which is a slight increase from the October Board Report; although, the audit is not complete, I don't expect any changes. The amounts in 2015-2016 salaries and benefits will change some throughout the year but the majority of change is reflected in this report, since employees have selected their benefit plans and the Sept. payroll has been completed. The projected Ending Fund Balance (EFB) for 2015-2016 is \$3,592,951. There are many factors that impact this projected EFB, like staffing changes, contract conditions, and items required for district operations.

### **Budget Calendar:** (Enclosure F-2)

The Proposed Budget Calendar is enclosed for your review and input. This calendar reflects having the budget process earlier in the year since it is not a legislative year. This also allows the district to make plans earlier with an adopted budget.

### **Approve the Technology / E-Rate Project:** (Enclosure F-3)

Enclosed in the Board Packet is a description and explanation of the Network Upgrade that we would like to implement and how E-Rate funding would offset the cost by (approx.) 80%. Assistant Superintendent Yates will present the project. This project will exceed the \$150,000 threshold triggering the competitive bidding process. The E-Rate process meets the legal requirements for a public bidding process. The Board (acting in the Local Contract Review Board capacity – Policy DJC) will need to grant permission to management to pursue the Network Upgrade Project through the E-Rate bidding process. This will allow us to start the process. The Board will be updated as the bidding process proceeds and the final selection will be submitted to the Board for approval prior to a contract being developed.

### **Sand Ridge Charter School Financial Report:**

The Sand Ridge Charter School Financial Report (Audit) has been included in your Board Packet. There isn't any significant changes from the previous year's audit.



## 2015-2016 General Fund Summary Report

	12/13 Actual	13/14 Actual	14/15 Project 10/28/2015	15/16 Budget	10-21-15 YTD & Enc	10-21-15 Balance	15/16 Project 10/28/2015
<b>General Fund - Revenue</b>							
SSF Formula	30,017,096	33,010,958	34,926,096	35,975,000	11,350,322	24,624,678	35,876,000
SSF Adjustment	337,479	354,709	48,134	-	-	-	-
Federal Ed Jobs	-	-	-	-	-	-	-
School Year SubAccount	-	-	-	-	-	-	-
Loan Receipts	-	-	-	-	-	-	-
Interest	59,860	55,090	62,596	40,000	13,808	26,192	65,000
Third Party Billing	50,472	35,680	25,179	50,000	-	50,000	50,000
TMR	176,000	189,021	154,930	175,000	-	175,000	175,000
JROTC	62,358	44,877	64,220	62,000	21,720	40,280	65,000
Other	422,445	493,650	379,017	367,400	85,280	282,120	354,000
Interfund Transfer	60,000	680,000	60,000	60,000	12,609	47,391	60,000
BFB	2,596,141	1,065,336	3,162,455	3,500,000	-	3,500,000	3,932,000
<b>Total</b>	<b>33,781,852</b>	<b>35,929,322</b>	<b>38,882,628</b>	<b>40,229,400</b>	<b>11,483,739</b>	<b>28,745,661</b>	<b>40,577,000</b>
	=====	=====	=====	=====	=====	=====	=====
<b>General Fund - Expenses</b>							
Salaries	16,090,527	15,946,123	16,263,399	17,309,590	16,338,969	970,621	17,299,400
Benefits	9,467,455	9,750,259	10,020,660	11,260,053	10,072,413	1,187,640	10,704,990
P. Services	4,635,957	4,781,674	5,112,768	6,235,965	1,864,890	4,371,075	5,044,559
Supplies	1,165,368	1,123,636	1,477,643	1,696,562	799,737	896,825	1,419,000
Capital Outlay	23,301	-	6,779	30,000	-	30,000	30,000
Other Objects	240,048	262,806	308,993	337,230	252,027	85,203	311,100
Transfers	1,093,860	902,369	1,760,000	2,360,000	-	2,360,000	2,175,000
Contingency	-	-	-	1,000,000	-	1,000,000	-
<b>Total</b>	<b>32,716,516</b>	<b>32,766,866</b>	<b>34,950,241</b>	<b>40,229,400</b>	<b>29,328,036</b>	<b>10,901,364</b>	<b>36,984,049</b>
	=====	=====	=====	=====	=====	=====	=====
<b>Projected Ending Fund Balance</b>							<b>3,592,951</b>





## 2015-2016 General Fund Summary Report

	12/13 Actual	13/14 Actual	14/15 Project 10/28/2015	15/16 Budget	10-21-15 YTD	10-21-15 Balance	15/16 Project 10/28/2015
SSF Formula							
Taxes	7,841,946	7,903,432	8,234,812	8,170,000	66,995	8,103,005	8,300,000
Federal Forest Fees	226,617	270,219	264,679	-	-	-	251,000
Common School	348,692	390,784	409,884	405,000	-	405,000	505,000
County School	-	-	-	-	-	-	-
State Timber	53,044	210,996	405,152	100,000	-	100,000	100,000
School Support Fund	21,546,797	24,235,526	25,578,283	27,300,000	11,283,327	16,016,673	26,970,000
Adjustments to SSF Payments			-				
Adj for HC Disability Grant	8,476	44,585	33,286	-	-	-	-
Adj for 11/12 payment	329,004	-	-	-	-	-	-
Adj for 12/13 payment	-	310,123	-	-	-	-	-
Adj for 13/14 payment	-	-	48,134	-	-	-	-
Adj for 14/15 payment	-	-	-	-	-	-	(250,000)
State Fiscal Stabilization Fund	-	-	-	-	-	-	-
Federal Ed Jobs	-	-	-	-	-	-	-
School Year SubAccount	-	-	-	-	-	-	-
Total SSF Formula	30,354,576	33,365,667	34,974,231	35,975,000	11,350,322	24,624,678	35,876,000
Loan Receipts	-	-	-	-	-	-	-
Interest of Investments	59,860	55,090	62,596	40,000	13,808	26,192	65,000
Third Party billing - Medicaid	50,472	35,680	25,179	50,000	-	50,000	50,000
TMR	176,000	189,021	154,930	175,000	-	175,000	175,000
JROTC reimbursement	62,358	44,877	64,220	62,000	21,720	40,280	65,000
Other							
Outdoor School	-	-	-	-	-	-	-
Rental Fees	24,695	24,989	27,828	24,000	1,525	22,475	13,000
Fees Charged to Grants	53,440	-	-	50,000	-	50,000	-
Miscellaneous	278,595	396,771	282,468	233,400	11,513	221,887	268,000
E-Rate reimbursement	65,715	71,891	68,721	60,000	72,241	(12,241)	73,000
Interfund Transfer - Athletics	60,000	680,000	60,000	60,000	12,609	47,391	60,000
Beginning Fund Balance	2,596,141	1,065,336	3,162,455	3,500,000	-	3,500,000	3,932,000
<b>Total</b>	<b>33,781,852</b>	<b>35,929,322</b>	<b>38,882,628</b>	<b>40,229,400</b>	<b>11,483,739</b>	<b>28,745,661</b>	<b>40,577,000</b>
	=====	=====	=====	=====	=====	=====	=====



# 2015-2016 General Fund Summary Report

Obj	Description	10/28/2015			10/28/2015				10/28/2015
		12/13 Actual	13/14 Actual	14/15 Project	15/16 Budget	10-21-15 YTD	10-21-15 Encumb	10-21-15 Balance	15/16 Project
111	Certified salaries	9,691,110	9,312,212	9,311,147	9,848,605	1,672,412	7,935,367	240,826	9,631,000
112	Classified salaries	3,570,418	3,821,771	4,164,521	4,550,655	1,010,108	3,508,606	31,941	4,612,000
113	Administrative salaries	1,356,839	1,409,054	1,464,907	1,668,123	542,546	1,085,091	40,486	1,628,000
114	Managerial - classified	124,134	92,856	94,714	96,608	58,995	117,990	(80,377)	177,000
116	Retirement stipends	98,858	99,065	76,123	51,135	18,753	32,381	1	52,000
118	Retirement Support Program	159,600	159,600	-	-	-	-	-	-
119	Confidential salaries	146,195	125,872	125,785	132,974	24,182	48,364	60,429	73,000
121	Certified subs	337,851	364,590	373,350	381,400	40,206	-	341,194	417,000
122	Classified subs	109,047	147,575	148,818	127,625	17,405	-	110,220	156,000
123	Temp certified	51,529	61,461	62,030	53,500	1,245	-	52,255	60,000
124	Temp classified	-	3,775	982	500	-	-	500	1,000
127	Student helpers salaries	2,884	12,466	11,768	6,000	2,370	-	3,630	5,000
132	Compensation time	12,822	19,026	23,861	20,500	1,636	-	18,864	24,000
133	Extra duty	174,502	149,434	254,381	207,565	128,993	48,666	29,906	287,000
134	Classified extra hrs	127,482	123,909	142,975	135,000	43,079	-	91,921	168,000
135	Vacation Payoff	31,234	17,384	4,377	24,000	-	-	24,000	4,000
136	Mentor teacher pay	2,438	1,568	990	-	-	-	-	1,700
137	Personal Leave Payout	25,750	22,057	75	-	-	-	-	-
138	Department Head Extra Duty	2,300	2,122	2,159	4,000	575	-	4,000	2,200
140	Salary Settlements	64,867	-	-	-	-	-	-	-
142	Taxable Meal Reimbursement	667	328	436	1,400	-	-	1,400	500
	<b>Total Salaries</b>	<b>16,090,527</b>	<b>15,946,123</b>	<b>16,263,399</b>	<b>17,309,590</b>	<b>3,562,504</b>	<b>12,776,465</b>	<b>970,621</b>	<b>17,299,400</b>
210	PERS	3,708,868	3,955,693	3,976,407	4,378,647	867,210	3,154,356	357,082	4,336,800
220	Social Security	1,173,990	1,183,575	1,207,537	1,303,449	264,959	937,691	100,799	1,276,100
231	Worker's Comp	130,637	119,163	136,822	183,311	41,504	120,341	21,465	168,100
241	Employee Ins - Admin	163,789	168,641	177,948	217,470	65,986	143,944	7,540	209,900
242	Employee Ins - Certified	2,038,405	2,146,033	2,307,416	2,601,416	384,915	1,887,411	329,091	2,322,000
243	Employee Ins - Classified	1,691,683	1,721,374	1,874,827	2,223,221	428,509	1,643,273	151,439	2,108,000
244	Employee Ins - Other	31,766	20,636	20,700	38,729	2,588	5,150	30,991	7,740
245	Employee Ins - Retired	472,809	389,149	276,090	270,000	83,383	-	186,617	235,150
246	Classified Insurance Pool	4,979	-	-	-	-	-	-	-
247	TSA	50,530	45,996	42,912	43,810	10,025	31,167	2,618	41,200
249	Employee Tuition	-	-	-	-	-	-	-	-
	<b>Total Benefits</b>	<b>9,467,455</b>	<b>9,750,259</b>	<b>10,020,660</b>	<b>11,260,053</b>	<b>2,149,079</b>	<b>7,923,334</b>	<b>1,187,640</b>	<b>10,704,990</b>



# 2015-2016 General Fund Summary Report

		10/28/2015						10/28/2015	
Obj	Description	12/13 Actual	13/14 Actual	14/15 Project	15/16 Budget	10-21-15 YTD	10-21-15 Encumb	10-21-15 Balance	15/16 Project
311	Instructional Services	300	69,272	152,856	260,800	4,578	-	256,222	155,000
312	Instr Prog Improve Service	8,800	18,733	43,468	32,000	2,672	278	29,050	36,900
319	Other Instr-Prof-Tech SVCS	20,884	14,977	21,870	15,000	-	-	15,000	11,200
322	Repairs & Maintenance	87,245	101,489	163,270	107,300	32,070	36,034	39,196	150,700
323	Radio Service	1,188	-	-	-	567	-	(567)	600
324	Rentals	137,321	121,204	135,308	144,350	31,786	93,373	19,191	129,300
325	Electricity	414,837	440,338	467,896	472,100	112,118	-	359,982	472,600
326	Fuel	159,642	187,486	177,759	236,000	10,054	-	225,946	174,000
327	Water & Sewer	130,496	112,986	139,255	145,900	27,153	-	118,747	127,600
328	Garbage	82,910	77,676	86,324	95,600	22,955	-	72,645	87,700
329	Other Property Services	675	420	13,001	11,400	-	-	11,400	4,700
330	Reimb. Student Transportation	-	4,204	6,950	8,800	-	-	8,800	5,577
340	Travel	62,436	65,317	114,592	176,565	36,557	2,599	137,409	125,000
343	Travel - Student - Out of Dist.	191	1,665	-	2,700	-	-	2,700	-
346	Meals/Transportation	228	148	104	500	27	-	473	160
348	Staff Tuition	15,033	30,645	49,577	41,000	2,678	3,726	34,596	60,000
351	Telephone	66,659	67,513	82,642	71,300	14,554	3,769	52,977	72,271
353	Postage	17,610	25,894	23,607	29,250	1,366	3,000	24,884	24,751
354	Advertising	1,316	1,874	4,416	4,700	425	-	4,275	3,100
355	Printing & Binding	14,735	13,897	68,861	83,800	21,691	2,548	59,561	71,900
360	Charter School Payments	1,800,976	1,954,971	2,064,403	2,423,000	906,574	-	1,516,426	2,010,000
362	Insurance Reimbursement	643	-	-	-	-	-	-	-
371	Tuitions Payments to Other Dist.	32,878	37,250	40,570	175,000	-	-	175,000	40,000
373	Tuition Pay Private School	-	-	-	5,000	-	-	5,000	-
374	Other Tuition	906,502	782,257	605,954	811,000	20,350	-	790,650	606,000
381	Audit Services	21,950	27,150	27,650	30,000	-	-	30,000	28,000
382	Legal Services	6,776	9,011	2,028	25,000	531	-	24,469	5,900
384	Negotiation Services	5,449	14,344	5,934	10,000	778	974	8,248	20,000
386	Data Processing SVCS	53,576	57,261	59,787	100,300	18,201	1,657	80,442	61,800
387	Statistical Services	1,000	-	-	-	-	-	-	-
388	Election Services	6,410	-	4,565	-	-	-	-	-
389	Other Non_instr Pro/Tech	543,914	510,398	515,889	675,200	82,299	332,959	259,942	523,400
391	Physical Exams - Drivers	2,540	2,175	2,380	3,700	498	2,002	1,200	2,400
392	Drug Tests Drivers	1,535	1,110	1,110	3,000	310	1,690	1,000	1,300
393	Child Care Services	22,000	22,000	22,000	25,000	2,200	19,800	3,000	22,000
394	Sub calling service	5,464	5,536	5,559	6,800	7,489	-	(689)	7,500
396	Criminal History checks	1,440	2,332	2,546	2,900	-	-	2,900	2,600
398	Fingerprinting	400	138	639	1,000	-	-	1,000	600
<b>Total P. Services</b>		<b>4,635,957</b>	<b>4,781,674</b>	<b>5,112,768</b>	<b>6,235,965</b>	<b>1,360,481</b>	<b>504,409</b>	<b>4,371,075</b>	<b>5,044,559</b>





# 2015-2016 General Fund Summary Report

		10/28/2015			10/28/2015			10/28/2015	
Obj	Description	12/13 Actual	13/14 Actual	14/15 Project	15/16 Budget	10-21-15 YTD	10-21-15 Encumb	10-21-15 Balance	15/16 Project
406	Gas Oil & Lubricants	202,584	189,904	152,805	231,000	18,302	166,389	46,309	153,000
410	Supplies & Materials	359,880	356,317	457,671	465,630	117,853	39,899	307,878	458,000
413	Vehicle repair parts	41,968	54,783	50,201	63,000	17,671	19,652	25,678	49,000
414	Transportation operations	4,379	5,262	5,674	5,300	1,547	4,176	(423)	6,000
420	Textbooks	120,737	173,653	240,685	261,500	28,908	40,815	191,777	178,000
430	Library Books	10,819	6,636	9,934	13,000	-	491	12,509	9,000
440	Periodicals	4,440	3,753	6,012	5,320	1,774	397	3,149	6,000
460	Equipment under 5K	141,047	122,132	125,632	221,880	41,474	11,122	169,284	130,000
470	Computer software	118,839	139,153	173,513	230,648	113,527	14,492	102,630	174,000
480	Computer hardware	160,675	72,041	255,516	199,284	124,063	37,186	38,035	256,000
	Total Supplies & Materials	1,165,368	1,123,636	1,477,643	1,696,562	465,118	334,619	896,825	1,419,000
540	Equipment	23,301	-	6,779	30,000	-	-	30,000	30,000
	Total Capital Outlay	23,301	-	6,779	30,000	-	-	30,000	30,000
621	Regular Interest	-	-	-	500	-	-	500	-
640	Dues & Fees	50,998	51,933	92,488	103,130	29,400	3,988	69,742	92,000
650	Insurance & Judgments	189,050	210,873	216,456	233,600	218,639	-	14,961	219,000
670	Taxes & Licenses	-	-	49	-	-	-	-	100
	Total Other Objects	240,048	262,806	308,993	337,230	248,039	3,988	85,203	311,100
710	Transfer - Technology	50,000	50,000	175,000	200,000	-	-	200,000	200,000
711	Transfer - Classroom Furniture	-	-	50,000	50,000	-	-	50,000	50,000
712	Transfer - Textbook Adoption	200,000	50,000	350,000	350,000	-	-	350,000	350,000
713	Transfer - Capital Improvement	200,000	150,000	225,000	250,000	-	-	250,000	250,000
714	Transfer - Track and Turf Fund	100,000	100,000	110,000	110,000	-	-	110,000	110,000
715	Transfer - Athletic Fund	336,000	336,000	365,000	365,000	-	-	365,000	365,000
716	Transfer - Bus Replacement	150,000	150,000	250,000	250,000	-	-	250,000	250,000
717	Transfer - Unemploy Ins	-	50,000	25,000	50,000	-	-	50,000	50,000
718	PERS Reserve	-	-	150,000	-	-	-	-	-
719	Transfer - Food Service	17,860	16,369	50,000	235,000	-	-	235,000	50,000
730	Transfer - Debt Service	30,000	-	-	-	-	-	-	-
731	Transfer - Academic Achievemer	10,000	-	10,000	-	-	-	-	-
	Total Transfers	1,093,860	902,369	1,760,000	2,360,000	-	-	2,360,000	2,175,000
								-	
810	Reserve/Contingency	-	-	-	1,000,000	-	-	1,000,000	-
	Grand Total	32,716,516	32,766,866	34,950,241	40,229,400	7,785,221	21,542,815	10,901,364	36,984,049



## 2015-2016 General Fund Summary Report

### All Funds

Fund	Description	12/13	13/14	14/15	10/28/2015	15/16	10-21-15	10-21-15	10-21-15	15/16
		Actual	Actual	Proj. Actual	14/15 Proj EFB	Adopted Budget	Y-T-D	Encumb	Balance	Proj. Actual
100	General Fund	32,716,516	32,766,866	34,950,241		40,229,400	7,785,221	21,542,815	10,901,364	36,984,049
200	Grant Funds	3,903,906	2,663,753	2,591,884	1,765	5,200,000	508,480	1,465,747	3,225,773	2,592,000
205	Senate Bill 1149	-	-	185,000	9,649	83,700	-	-	83,700	-
212	Academic Achievement	-	1,500	-	18,650	28,650	-	-	28,650	10,000
230	Bus Replacement	452,440	-	100,735	304,882	550,000	-	-	550,000	550,000
232	Classroom Furniture	-	-	50,000	-	53,000	35,866	-	17,134	50,000
240	Textbook Adoption	180,885	107,421	18,550	410,537	761,000	530,708	45,166	185,126	580,000
272	Capital Improvments	1,164,624	319,070	284,536	-	250,000	89,336	47,199	113,465	250,000
274	Technology	76,157	52,899	124,500	71,444	271,445	-	-	271,445	-
277	Track and Turf Replacement	-	100,000	100,000	56,554	200,000	-	-	200,000	100,000
279	Student Activity	550,340	593,221	590,053	467,082	1,120,000	87,229	54,060	978,711	600,000
286	High School Athletics	439,681	445,218	445,055	77,015	517,000	119,188	63,332	334,480	445,000
296	Nutrition Services	1,946,080	1,683,116	1,596,163	235,307	2,006,350	333,640	832,029	840,680	1,640,000
299	PERS Reserve	-	630,000	-	150,000	650,000	-	-	650,000	-
300	Debt Service	3,276,831	3,359,330	3,442,481	197,102	3,528,482	-	-	3,528,482	3,528,500
310	Debt Service / SB 1149	-	5,151	-	-	-	-	-	-	-
311	2011 Non-Bonded Debt	223,547	223,547	223,547	152,494	349,715	-	-	349,715	223,500
601	Unemployment	47,106	37,166	37,539	91,276	100,000	700	-	99,300	41,000
	<b>Grand Total</b>	<b>44,978,112</b>	<b>42,988,258</b>	<b>44,740,290</b>	<b>2,243,756</b>	<b>55,898,742</b>	<b>9,490,368</b>	<b>24,050,348</b>	<b>22,358,025</b>	<b>47,594,049</b>
		=====	=====	=====	=====	=====	=====	=====	=====	=====



**Lebanon Community School District #9  
Lebanon, Oregon**

## **PROPOSED BUDGET CALENDAR FOR 2016-2017**

November 5, 2015	*	<b>Regular Board Meeting:</b> Review/Approve Budget Calendar
March 10, 2016	*	<b>Special Board/Budget Meeting:</b> Set Budget Parameters and School & Operations Presentation
March 10 – April 14, 2016*		<b>Preparation of Proposed Budget:</b> Budget Officer
March 23, 2016	*	<b>Send</b> notice of Budget Committee meeting to paper (3-4 days prior to publication)
March 30, 2016	*	<b>Publication</b> of public notice of Budget Committee meeting in newspaper and webpage (not more than 30 days before the meeting and & not less than 10 days before meeting).
April 14, 2016	*	<b>Budget Committee Meeting #1:</b> Present budget message and proposed budget
April 28, 2016	*	<b>Budget Committee Meeting #2:</b> Continued budget discussion
May 12, 2016	*	<b>Budget Committee Meeting #3:</b> Target date for approval of budget
May 13, 2016	*	<b>Send</b> notice of Budget Hearing to paper (3-4 days prior to publication)
May 18, 2106	*	<b>Publication</b> of Notice of Budget Hearing, Financial Summary and Fund Summaries, (not more than 30 days nor less than 5 days prior to the hearing).
May 26, 2016	*	<b>Public Budget Hearing &amp; Special Board Meeting</b> on budget as approved by Budget Committee

**Adopt final budget and make appropriations** (*after Budget Hearing*).

The amount of tax levy in the published budget may not be increased, a new fund added, or expenditures increased by more than 10 percent without full republication and another public hearing.

**(Enclosure F-2)**



## Technology Network Upgrade

As we presented to the budget committee back in the spring, we are looking to upgrade our aging network infrastructure by taking advantage of funding provided by the federal E-Rate program.

### E-rate Overview:

E-Rate is a federal program to help support libraries and schools. The program was revamped in 2014 to re-allocate greater funding to its "Priority 2" funding category. This funding category is geared around supporting school/libraries internal network infrastructure (ie. network switches, routers, wireless access points, internal data cabling, UPS equipment, and services to install/support). Budget for "Priority 2" funding has been guaranteed by E-Rate's governing board USAC for the 2015-16 and 2016-17 funding years.

The maximum funding that individual school districts are eligible for is \$150.00 per student. This number is then multiplied by the district's reimbursement rate which is based on its' free and reduced lunch population. The greater the number of free and reduced students, the higher the reimbursement percentage. We are currently at the 80% reimbursement threshold. Although the reimbursement percentage applies across the district, the actual dollar amount is distributed by an individual school's enrollment. Based on current enrollment this would break down to the below:

School/Location	Student Enrollment	Total Budget	E-Rate Reimbursed (80%)
Cascade	364	\$54,600	\$43,680
District Office	<i>Does not qualify for E-Rate Funding</i>		
Green Acres	291	\$43,650	\$34,920
Hamilton-Creek	288	\$43,200	\$34,560
Lacomb	220	\$33,000	\$26,400
Lebanon High School	1265	\$189,750	\$151,800
Pioneer	413	\$61,950	\$49,560
Riverview	398	\$59,700	\$47,760
Seven Oak	539	\$80,850	\$64,680
<b>Total</b>	<b>3778</b>	<b>\$566,700</b>	<b>\$453,360</b>

This would be our maximum reimbursement over a five year cycle. We are currently in year one of this 5 year cycle. Funding is not annual, but limited to once over the five year cycle. In order for us to guarantee that we receive our maximum allotment, it is essential that we get our projects funded and started in the guaranteed 2016-17 funding year.

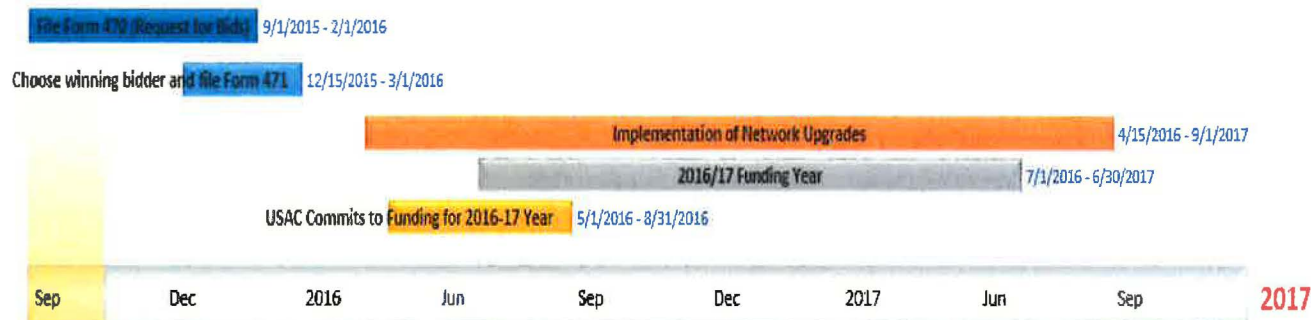




### E-Rate/Budgeting Details:

As a project with a dollar amount over \$150,000, this network refresh falls under District/State requirements to obtain bids through an RFP process. From our research and consulting with various entities, we believe that with Board approval the E-Rate process will satisfy the requirements for an RFP.

The general process and timeline for E-Rate is summarized below.



### Proposal:

Using the funds up-fronted by the district (with the expected E-Rate reimbursement) we would like to propose an upgrade to the current network infrastructure by order of priority.

#### **Priority 1:**

##### **Estimated Costs \$55,000 - \$105,000**

*Upgrade of our current core network switches and routers. Provide capability for 10 Gb uplinks to each of our fiber connected schools and a separate data plane for our server/storage infrastructure.*

#### **Priority 2:**

##### **\$400,000 - \$460,000**

*Upgrade of our current core switch at each school with Layer 3/Layer 2 Switches and POE power. Install UPS equipment at school core and surge protection in closets. Replace cabling as needed to support 10G.*



**LEBANON COMMUNITY SCHOOLS**  
**Lebanon, Linn County, Oregon**  
**October 8, 2015**

A Regular Meeting of the Board of Directors was held in the District Office Board Room. Board Chairman Richard Borden called the meeting to order at 6:00 p.m. Those present included:

Liz Alperin	Director	Rob Hess	Superintendent
Jerry Williams	Director	Jennifer Meckley	HR Director
Mike Martin	Director	Linda Darling	Business Director
Russ McUne	Director	Bo Yates	Assistant Superintendent Operation
Richard Borden	Director		

**GOOD NEWS**

**1. Report:** Lebanon Foundation Mini Grant/Anne Williams

Language Arts teacher and National Honor Society coordinator Anne Williams shared that she had received one of the Lebanon Foundation Mini Grants. She used the funds to purchased National Honor Society collars so that each student that qualified could wear the collar for graduation exercises. The collars are loaned to students and then returned to be used the following year.

**PURSUING EXCELLENCE**

**1. Report:** School Improvement Plan/Geno Bates (Enclosure D-1)

Hamilton Creek Principal Geno Bates shared the Hamilton Creek School Improvement Plan with the Board. He spoke to the following topics:

- 1) Behavior Strategies
- 2) Attendance Goals and Strategies
- 3) Math/Smarter Balance
- 4) Language Arts Priority Plan

Liz Alperin asked that Geno Bates send the Board the percentile rates.

Rob Hess said that he will send all school report cards and detail reports to the Board members as soon as they are released.

Mike questioned if the math numbers are typical for the state.

Rob said that they are. There should be expected gains throughout the year.

**2. Report:** School Improvement Plan/ Joe Vore (Enclosure D-2)

Riverview School Principal Joe Vore shared the Riverview School Improvement Plan with the Board. He spoke to the following topics:

- 1) Literacy
- 2) Math - Engage New York
- 3) Easy CBM
- 4) Attendance
- 5) Behavior - Minor and Majors
- 6) PBIS
- 7) Award System/Raccoon cash

(Enclosure I-1)

#### **GENERAL BUSINESS**

- 1. Report:** Annual Reporting Requirements for the Use of Physical Restraint & Seclusion (Enclosure E-1)

Rob Hess explained that this is the annual reporting requirement for the Use of Physical Restraint and Seclusion. Rob shared that the number of physical restraint is down this year, which could be due to the addition of more staff hired to work with high needs students and specialized training for staff that work with high needs students.

Mike Martin asked about insurance liability with untrained persons restraining students.

Rob Hess pointed out that an untrained person would only restrain if it was for the safety of others and so there should not be too much risk.

#### **FINANCE**

- 1. Report:** Financial Update (Enclosure F-1)

Linda Darling explained that the 2014-2015 Ending Fund Balance will continue to change until the audit in October. The 2015-2016 salaries and expenditures will continue to change but the majority of changes are reflected in this report since employees have selected their benefit plans and September payroll has been completed.

Linda shared that the Auditors will in the district the week of Oct. 12<sup>th</sup> testing our financial data. The 2014-2015 Audit Report should be completed in November.

Linda explained that there is one 3- year term Budget Committee opening. She proposed that: 1) the position be posted October 2015, 2) applications be accepted through November 30, 2015, and 3) new members be appointed at the January 14, 2016 Board meeting. The consensus of the Board was to follow this timeline.

Linda Darling reported that the District is looking at the copy machine leases. The District has been using demo machines and will go with the company Pacific Office Automation which will save the district money. The new machines will roll out the middle of November.

Mike Martin questioned budget object items 410, 460 and 714.

Linda Darling explained the costs associated with each object item.

#### **CONSENT AGENDA**

- 1. Action:** Approve September 10, 2015 Board Minutes (Enclosure I-1)

Russ McUne made a motion to approve the Consent Agenda as presented. Jerry Williams seconded. The motion carried unanimously.

**BOARD OF EDUCATION TIME/DISCUSSION**

November 12, 2015	6:00 p.m./District Office Board Room	Regular Board Meeting
December 10, 2015	6:00 p.m./District Office Board Room	Regular Board Meeting
January 14, 2016	6:00 p.m./District Office Board Room	Regular Board Meeting
February 11, 2015	6:00 p.m./District Office Board Room	Regular Board Meeting

**BOARD COMMUNICATION**

Russ McUne said that he heard from a couple of parents that athletic students are not disciplined the same as other students. He asked that the Athletic Director address the Board at the November meeting regarding discipline.

Liz Alperin pointed out that is one of the reasons that she wanted the Behavior Specialist and the Athletic Director to be separate positions.

The Board discussed the November meeting date. Rob Hess and potentially some of the Board may be out of town for the OSBA Fall Convention in Portland on November 12. The consensus of the Board was to schedule the November meeting for November 5.

Rob Hess shared that the Climate Committee met on Tuesday Oct. 6. The Committee began looking at parent survey questions and would like to launch the survey around parent conferences in November. The Committee can report to the Board in December.

Mike Martin shared his concern that the Board elections for the Chair and Vice Chair positions were combined. In the future he would like to elect board members one at a time as has been past practice.

Russ McUne pointed out that the Board can change election procedures as it is their election.

Russ McUne said that he had seen a news article regarding trade shows for non-college trade careers. He wondered if that is something that our district could look at doing.

Jennifer Meckley and Rob Hess reported that the District has already begun work around that.

**SUPERINTENDENT COMMUNICATION**

Rob Hess reported that there has been much debate with the Legislators around Fifth Year Programs. This was a hot topic during the last legislative session. Some legislators want to stop all fifth year programs. There is a bill that was passed by the legislators for free community college. Students do have to apply for FASA. Rob said that he thinks that the District should utilize both options for students.

Rob Hess reported that the legislators are looking at a corporate tax for next November. This will be a hot topic at the OSBA Fall Convention this year.

*Board Meeting*  
*October 8, 2015*  
pg. 4

**ADJOURN INTO EXECUTIVE SESSION UNDER: ORS 192.660 (2) (d) – *To conduct deliberations with Persons designated by the governing body to carry on labor negotiations. Since 1997, labor negotiations between the board and union have been held in open session unless both parties agree to executive sessions.***

The meeting adjourned at 7:02 into Executive Session.

(Recorded by Kathy Schurr)

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Richard Borden, Board Chair

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Rob Hess, Superintendent