



BOARD OF EDUCATION
June 27, 2016
Administration Center Boardroom
525 Mill Street • Springfield, OR 97477

5:30 pm Executive Session (non-public) under ORS 192.660(2)(f) Review of Information Exempt from Disclosure
7:00 pm Board Meeting

AGENDA	TAB
1. Call Meeting to Order and Flag Salute • Changes or Additions to the Agenda	Vice Chair Laurie Adams
2. New Administrator Introduction	Superintendent Sue Rieke-Smith
3. Bond Oversight Committee Report	Brett Yancey 1
4. Public Comments (Three (3) minutes each; maximum time 20 minutes. Speakers may not yield their time to other speakers.)	
5. Consent Agenda	
A. June 13, 2016 Board Meeting Minutes	2
B. Board Policies, First Reading	Jenna McCulley 3
C. Personnel Action, Resolution #15-16.068	Michael Henry 4
D. Board Policy Approval, Resolution #15-16.069	Jenna McCulley 5
E. Alternative Education Program Approval, Res. #15-16.070	Brian Megert 6
F. Summer School Programs Update	Kevin Ricker & Suzy Price 7
G. Graduation and Scholarships Report	Kevin Ricker 8
6. Action Items	
A. District Wide Telephone System Replacement, Res #15-16.071	Brett Yancey 9
B. Hamlin Middle School Contractor Approval, Resolution #15-16.072	Brett Yancey 10
C. Yolanda Parking Lot & Circulation Project, Res #15-16.073	Brett Yancey 11
D. Bus Lease/Purchase Agreement, Resolution #15-16.074	Brett Yancey 12
E. Transfer Budget Appropriations, Resolution #15-16.075	Brett Yancey 13
F. Officers/Clerks/Depository, Resolution #15-16.076	Brett Yancey 14
G. Property/Liability/Workers Comp Insurance, Res. #15-16.077	Brett Yancey 15
H. Legal Services & Auditor, Resolution #15-16.078	Brett Yancey 16
7. Decision on Action of Findings of Investigation Report on Complaints	Vice Chair Adams
8. Reports and Discussion	
A. Superintendent Communication	Sue Rieke-Smith
B. Board Communication	Vice Chair Adams
• Agencies & Civic Organizations Reports	
9. Election of Officers 2016-2017	Vice Chair Adams
A. Board Chair	
B. Board Vice Chair	
10. Other Business	
11. Next Meeting: August 8, 2016	
12. Adjournment	Vice Chair Adams

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 525 Mill Street, Springfield, OR 97477; Phone: (541) 726-3201. Contact should be made 72 hours in advance of the event.



To: Bond Oversight Committee Members

**From: Brett Yancey, Chief Operations Officer
Tom Lindly, Director of Technology & Transportation**

Date: June 27, 2016

Re: Quarterly Written Report & Update

Thank you again for serving on the Springfield School District's Bond Oversight Committee. As you are aware, progress is happening throughout the District and your community's investment is hard at work.

As per the original charge to the Bond Oversight Committee, a written report is due in March and September during the implementation of the General Obligation Bond Measure. Face-to-face meetings occur in December and June, always beginning with a tour of some of the completed projects.

Attached to this cover member is a comprehensive report as required. You'll notice that the report is organized in two primary sections; construction-related projects and technology-related projects. The construction updates are on pages 2-6 and the technology updates can be found on pages 6-12.

As you review the report please feel free to email clarifying questions or requests for additional information. We will ensure that these questions are directed to the appropriate person for clarification.

Again, thank you for your service.

-Brett & Tom

Hamlin Middle School

The progress on Hamlin Middle School continues, however most of the work has been focused on developing the construction documents for the bidding process. To date, the early site work was completed (May 2016) and the location of the replacement school is ready for the successful General Contractor to begin their work. The bidding documents were published in mid May 2016 and the bid opening was conducted on Tuesday, June 21, 2016. The School Board is scheduled to take action on Monday, June 27th, with work to begin in early July.

The most significant decision for Hamlin is the anticipated delay in the school's opening. While the original 12-month build-out process was attainable, the District extended the build-out of the project to 16 ½ months. Lengthening this process by 4 ½ months should allow for a much more competitive bidding process.

Financially Hamlin's budget is currently estimated to be 9% expended. These costs are primarily associated with the design fees, as well as the permit process and required fees associated. Once a contractor is selected and a work plan is finalized, the financial draw down on the budget will be more aggressive and defined.

Classroom Additions

With the exception of Maple Elementary School, all classroom additions have been in full operation for approximately 6 months. The total budget expended on Mt. Vernon, Riverbend, Ridgeview and Yolanda is approximately \$168,000 under the original budget. This portion of the Bond measure is complete.

Maple Elementary School: On May 11, 2015 the School Board awarded Baldwin Contracting Company the contract of additional building space. This bid provides for construction of a one-story addition, including 5-classrooms and related toilet rooms, to the existing Maple Elementary School. Unfortunately this project has experienced significant difficulties, including approximately 24 pages in "punch-list" items. The District has been in consultation from an attorney, working toward resolution. In May 2016 the School District removed the General Contractor from the job site and has ceased with payments (as specified in the contract). Currently the district is soliciting quotes for repairing the remaining work and looking for an opening in September 2016.

Capital Improvement Projects – Year 1

The following table represents the minor capital improvement projects that were completed during the 2015 summer (and fall) with General Obligation Bond proceeds.

SCHOOL/SITE	PROJECT DESCRIPTION	ORIGINAL BUDGET	ACTUAL BUDGET	DIFFERENCE +/-
Thurston High School	Bleacher installation and cover	\$500,000	\$692,928	(\$192,928)
Thurston High School	Gymnasium Siding Replacement	\$500,000	\$393,166	\$106,834
Page Elementary School	Parking Lot Replacement	\$400,000	\$1,116,254	(\$716,254)
Briggs Middle School	ADA Restroom Installation	\$100,000	\$95,734	\$4,266
Guy Lee Elementary School	Electrical Service Replacement	\$100,000	\$50,907	\$49,093
Guy Lee Elementary School	Hallway Lighting Replacement	\$50,000	\$24,368	\$25,632
Page Elementary School	ADA Restroom Upgrade	\$65,000	\$89,382	(\$24,382)
District Warehouse	Fire Suppression System	\$0	\$62,990	(\$62,990)
Thurston High School	Fencing and Concrete Installation	\$0	\$32,700	(\$32,700)
Walterville Elementary School	Parking Lot and Hard Play Surface Repair	\$20,000	\$160,835	(\$140,835)
Springfield High School	Library Carpet Replacement	\$50,000	\$35,171	\$14,829
Douglas Gardens Elementary School	Siding Replacement and Exterior Painting	\$50,000	\$84,716	(\$34,716)
Douglas Gardens Elementary School	ADA Door Installation	\$15,000	\$13,453	\$1,547
Yolanda Elementary School	ADA Door Installation	\$15,000	\$10,751	\$4,249
All Sites	Interior Door Lock Replacement	\$250,000	\$145,412	\$104,588
All Sites	Exterior Perimeter Gates	\$200,000	\$176,856	\$23,144
Thurston High School	Upgraded and repaired irrigation system;	\$36,667	\$571	\$36,096
Mohawk Elementary School	Installed irrigation to front lawn			
Springfield High	Slurry and seal all lots	\$450,000	\$292,491	\$157,509

School/Silke Field				
Guy Lee Elementary	Repair needed areas			
Riverbend Elementary School	Slurry Seal & Repair			
Two Rivers-Dos Rios Elementary School	Slurry Seal & Repair			
Ridgeview Elementary School	Storm water repair	\$30,000	\$8,149	\$21,851
Mt. Vernon Elementary School	Carpet Replacement (Spring Break 2016)	\$150,000	\$133,866	\$16,134
Riverbend Elementary School	Carpet Replacement (Spring Break 2016)	\$150,000	\$133,138	\$16,862
TOTAL		\$3,131,667	\$3,753,839	(\$622,172)

As stated in the above information, the actual expenditures exceeded the District's original budget by approximately \$622,000. While not uncommon in projects of this nature, the District must operate within budget parameters. Similar to how the District has managed bond projects, recommendations for operating within parameters will be presented to the School Board.

Capital Improvement Projects – Year 2

The following table represents the minor capital improvement projects that are scheduled for completion during the 2016 summer General Obligation Bond proceeds. This table represents approximately \$2.8 million in improvements that will be accomplished in our school community.

SCHOOL/SITE	PROJECT DESCRIPTION	ORIGINAL BUDGET	BUDGET TO DATE	DIFFERENCE +/-
Thurston High School	Boiler Replacement	\$800,000	\$790,524	\$9,477
Guy Lee Elementary School	Boiler Replacement	\$600,000	\$365,157	\$234,843
Thurston Middle School	Gymnasium Floor Replacement	\$175,000	\$141,799	\$33,201
Walterville, Agnes Stewart MS, Thurston MS	CPTED, Secure school entrance	\$125,000	\$81,595	\$43,405
Briggs Middle School	HVAC Digital Controls and Air Conditioning	\$500,000	\$662,406	(\$162,406)
Mt. Vernon Elementary School	Siding Replacement and Repair	\$150,000	?	
Centennial Elementary School	ADA Restroom Installation	\$65,000	\$67,562	(\$2,562)
Yolanda Elementary School	Replace Parking Lot and Bus Access	\$0	?	
Yolanda Elementary School	Interior Walls	\$135,000	\$67,598	\$67,402
Various Sites	Irrigation Upgrades	\$71,763	\$14,487	\$22,179

As you review the construction portion of this report, if you have questions or need further information please contact Brett Yancey. We welcome your feedback regarding information that would be valuable for future reports or additional detail that would be helpful.

Technology Bond Update

The report that you are receiving today is the quarterly report which includes a financial update.

It is important to note in the sections titled “Work Completed Since the Previous Report”, I only include work that is completely finished, not work that is currently underway. For example, under “Core Network Equipment”, we list Thurston High School as complete. There are network updates happening at Mt Vernon and Briggs that are not yet complete that are identified under “Next Steps / Work in Progress”. As a result, the amount spent is not always in alignment with what you might expect based upon the work completed. In several cases, we have ordered the equipment, encumbered the funds, and have not yet completed the work. For this report, work completed since last report includes March through June, 2016.

The technology portion of the bond is broken into 12 projects, each project with its own budget and timeline. Some of the projects were scheduled to start immediately while others were not scheduled to begin until the 2017-18 school year.

Core Network Equipment (Time Frame: 2015-2018)

Project Scope - This project provides for the upgrade of the core network infrastructure which includes the computing center (located at the EMC Building) as well as all of the district schools including A3. These upgrades (in most cases wholesale replacements) set the stage for increased use of computers in the schools with expanded Internet bandwidth, building-wide wireless connectivity, quality of service (support for unified communications), and power over Ethernet (PoE).

Work Completed Since the Previous Report

Completed the core network equipment installation at Mt Vernon, Briggs, and Thurston Middle School.

Next Steps / Work in Progress

Network equipment upgrades at Riverbend, Ridgeview, and Walterville. We are estimating the 2016-17 Erate reimbursement to support the network upgrades at nearly \$300,000.

Total Core Network Equipment Work Completed to Date

Page, Guy Lee, Gateways, Thurston High School, Douglas Gardens, Yolanda, Mt Vernon, Briggs, and THS.

Project Budget – We continue to monitor the budget in this area and feel that we are on track to complete the work at or below initial project estimates.
Central Server Infrastructure & Storage (Time Frame: 2015-2018)

Project Scope – Provide up to date high capacity server and storage equipment to support computing within the district.

Work Completed Since the Previous Report

Procurement and installation of a new blade server.
Completed installation of the new SAN
Installation and migration to the new email servers.
Completed installation of high speed switching devices.
Completed installation of the new tape backup unit.

Next Steps / Work in Progress

Migration of systems to new blade server.
Installation of additional blades.
Procurement and installation of 2 additional replacement servers.

Total Core Central Server Equipment Work Completed to Date

Two new servers to support district email
Mass storage device for shared data storage
High speed switches to support access to mass storage device
Tape backup unit
Storage disk array for data backup
Replacement blade server

Project Budget – We continue to monitor the budget in this area and feel that we are on track to complete the work at or below initial project estimates.

Enterprise Wireless Network (Time Frame: 2015-2016)

Project Scope – This project provides for high speed wireless access in all learning spaces at all district schools, including A3). In the majority of our schools, this work will be completed at the same time that we are upgrading the core network equipment.

Work Completed Since the Previous Report

Completed wireless upgrades at Mt Vernon
Outstanding wireless access point installation at Thurston High

Next Steps / Work in Progress

Access point installations at Briggs, TMS, Riverbend, Ridgeview, and Walterville.

Total Enterprise Wireless Equipment Work Completed to Date

Page, Guy Lee, Gateways, Douglas Gardens, Yolanda, Mt Vernon, Thurston High

Project Budget – We continue to monitor the budget in this area and taking into consideration future Erate reimbursements we feel that we are on track to complete the work at or below initial project estimates.

Unified Communications (Time Frame: 2016-2020)

Work in this area not scheduled to begin until 2016-17

Project Scope – Work in this area will allow the district to deploy a common districtwide IP based communications system. This system will provide traditional telephone services as well as voicemail, voice to text, etc. The goal is to integrate the IP based telephone systems with other IP based systems within the district such as bell systems, intercom, video, and alarm systems.

Work Completed Since the Previous Report

Completed a request for quote for the new VoIP telephone system and sent to vendors. We are currently evaluating the responses and will be bringing a resolution to the June 27th Board Meeting.

Next Steps / Work in Progress

Determine the selected vendor and get Board approval.

Begin the installation of a central call manager system.

Determine interface points with new intercom system and addition required network switches.

Classroom Equipment (Time Frame: 2015 - 2020)

Project Scope – The scope of this work is to provide ceiling or wall mounted projectors, quality projection screens, and sound systems in every classroom in the district). In addition to the projection systems, the project will provide document cameras for those classrooms that do not have one.

Work Completed Since the Previous Report

Awarded contract to Reynolds Electric for wiring and installation services.

Next Steps / Work in Progress

New installations are scheduled to start the last week of June 2016.

All regular classroom installations are scheduled for completion September 1st which includes Douglas Gardens, Guy Lee, Centennial, Thurston High, and Yolanda.

Total Classroom Equipment Work Completed to Date

Ridgeview, Riverbend, Briggs, Mt Vernon, ASMS, Thurston Middle, Walterville, Two Rivers, Gateways, Springfield High, Page

Project Budget – We continue to monitor the budget in this area and feel that we are on track to complete the work at or below initial project estimates.

Library Computer Devices (Time Frame: 2015-2017)

Project Scope – This project is designed to provide up to date equipment for each of the school libraries. In preparation for this work, we have met with each of the schools to understand what technology they need based upon their vision of what the library will be at their school. From these meetings, we have developed a prioritized list of libraries.

Work Completed Since the Previous Report
No new work has been completed on this project.

Next Steps / Work in Progress
We continue to look at the student to staff ratios to determine library device placements at additional schools.

Total Library Computer Devices Deployed to Date
We have deployed 100 library devices.

Project Budget – We continue to monitor the budget in this area and feel that we are on track to complete the work at or below initial project estimates.

Computer Lab Devices (Time Frame: 2015 – 2018)

Project Scope – The goal for this project is to insure that the various technology labs across the district have computers that meet instructional program needs.

Work Completed Since the Previous Report
Ordered additional equipment for labs listed below.

Next Steps / Work in Progress
Springfield High School metals and auto shop
Two business labs at Thurston High

Total Lab Devices Deployed to Date
We have deployed a total of 212 computer lab devices.

Project Budget – We continue to monitor the budget in this area and feel that we are on track to complete the work at or below initial project estimates.

Testing Computer Devices (Time Frame: 2015-2018)

Project Scope – This project is designed to provide equipment that meets the needs for Oregon standardized testing.

Work Completed Since the Previous Report

We have added 3 Chromebook carts for SBAC testing.

Next Steps / Work in Progress

The testing year went without incident so we are waiting to see where additional carts will be needed for next year

Total Testing Devices Deployed to Date

We have deployed a total of 288 testing devices.

Project Budget – We continue to monitor the budget in this area and feel that we are on track to complete the work at or below initial project estimates.

Staff Computer Devices (Time Frame: 2015–2020)

Project Scope – This project was designed to provide a one-time refresh for computers used by school-based district staff.

Work Completed Since the Previous Report

No additional staff machines installed. The next push for these machines will be during the summer.

Next Steps / Work in Progress

During this summer we will be replacing 115 teacher computers and an additional 50 school office computers. We are currently replacing staff computers that from 6-7 years old.

Total Staff Devices Deployed to Date

We have replaced a total of 224 staff devices.

Project Budget – We continue to monitor the budget in this area and feel that we are on track to complete the work at or below initial project estimates.

Student Computer Devices (Time Frame: 2015-2020)

Project Scope – This project is designed to create a 2:1 student to computer ratio, of up-to-date computer devices in all schools in the district.

Work Completed Since the Previous Report

We have installed computer devices at Ridgeview, Springfield High, Riverbend, Two Rivers, and Walterville.

Next Steps / Work in Progress

As you may recall student computers are being deployed in response to proposals initiated by the schools. We are currently working to provide computers in response to a number of proposals. We are looking to install 983 computers over the summer.

Total Student Devices Deployed to Date

We have deployed a total of 1235 student devices.

Project Budget – We continue to monitor the budget in this area and feel that we are on track to complete the work at or below initial project estimates.

eReaders (Time Frame: 2017-2020)

Work in this area is not scheduled to begin until 2017-18

Project Scope: This project, while somewhat undefined, acknowledges the fact that eBooks and Internet based instructional materials are gaining popularity and will likely require funding in the near future. The purchases in this area will be devices capable of browsing the Internet and serving as electronic books or textbooks.

Work Completed Since the Previous Report

No work has been completed on this project.

Total eReaders Deployed to Date

No eReaders have been deployed

Professional Technical Technology (Time Frame: 2015-2016)

Project Scope – Provide equipment in support of the CTE programs at the comprehensive high schools that are representative of equipment used in the industry and vocational education programs.

Work Completed Since the Previous Report

Completed retro-fit of horizontal milling machine at THS.

Next Steps / Work in Progress

Work with schools to determine how to spend the remaining balance of around \$17,000.

Total Professional Technical Devices Deployed to Date

THS - Wide belt sander, laser cutter, three CNC router tables, three metal lathes, Iron Worker metal sheer, and Mojo 3-D printer.

SHS – Wide belt sander, two brake lathes, eight kilns, and six metal lathes.

Current Total Tech Spending & Remaining Budget Available									
Project	Project Name	Project Budget	Budgeted Revenue Rec'd	Total Project Budget	Expenditures Yr 1 - Jan-Dec 2015	Expenditures through 5-23-16	Encumbrances through 5-23-16	Technology Inventory	Budget Balance Remaining
510	Core Network Equipment	\$1,572,216	\$233,477	\$1,805,693	\$484,148	\$485,898	\$310,657	\$0	\$1,280,704
515	Central Server Upgrades	\$653,068		\$653,068	\$138,067	\$39,632	\$67,986	\$0	\$245,685
520	Enterprise Wireless Network	\$205,627	\$103,936	\$309,563	\$72,165	\$168,149	\$77,575	\$35,781	\$353,670
525	Unified Communications	\$923,200		\$923,200	\$0	\$0	\$0	\$0	\$0
530	Classroom Equipment	\$2,523,484		\$2,523,484	\$1,035,902	\$213,106	\$69,897	\$352,746	\$1,671,650
535	Library Computer/Devices	\$227,513		\$227,513	\$23,762	\$0	\$0	\$0	\$23,762
540	Computer Lab Devices	\$633,600		\$633,600	\$148,493	\$0	\$0	\$0	\$148,493
545	Testing Lab Computer Devices	\$257,742		\$257,742	\$47,743	\$43,339	\$0	\$0	\$91,082
550	Staff Computer Devices	\$1,352,760		\$1,352,760	\$222,930	\$97,724	\$0	\$76,910	\$397,564
555	Student Computer Devices	\$4,125,790		\$4,125,790	\$326,763	\$249,843	\$188,649	\$198,227	\$963,482
560	eReaders	\$825,000		\$825,000	\$0	\$0	\$0	\$0	\$0
565	Professional/Technical	\$300,000		\$300,000	\$109,629	\$171,712	\$1,299	\$0	\$282,640
		\$13,600,000	\$342,413	\$13,942,413	\$2,609,603	\$1,469,402	\$716,062	\$663,664	\$5,458,732
971-000	Wages / benefits - Technology	\$0		\$0	\$118,971	\$207,710	\$19,962		\$346,643
									(\$346,643)

We welcome your feedback regarding information that would be valuable for future reports or additional detail that would be helpful.

EXECUTIVE SESSION

21/ The Springfield Board of Education met in Executive Session on June 13, 2016 under ORS 192.660(2)(e) to discuss matters pertaining to Real Property.

Board Chair Jonathan Light called the meeting to order at 3:41 pm, in Room 215 of the District Administration Center, 525 Mill Street, Springfield.

Board members present included Chair Light, Laurie Adams, Erik Bishoff, and Sandra Boyst. Others in attendance included Superintendent Sue Rieke-Smith, Brett Yancey, David Collins, Karen Lewis and Judy Bowden. Media included Alisha Roemeling of *The Register-Guard*.

Tina DeHaven joined the meeting at 3:51 pm.

The meeting was adjourned at 4:08 pm.

WORK SESSION MINUTES

The Springfield Board of Education held a work session on June 13, 2016 to receive updates from the Technology and Instruction departments, as well as continue discussions around strategic planning and vision.

Board Chair Jonathan Light welcomed those in attendance and called the meeting to order at 4:35 pm, in the First Floor Conference Room, of the District Administration Center, 525 Mill Street, Springfield.

Attendance

Board members present included Chair Light, Laurie Adams, Erik Bishoff, Sandra Boyst, and Tina DeHaven.

Others in attendance included Superintendent Sue Rieke-Smith, Brett Yancey, Kevin Ricker, Brian Megert, Suzy Price, Karen Lewis, Lynn Lary, Tom Lindly, Jenna McCulley, Judy Bowden, Yvonne Atteberry, Anne Goff, and Linda Henry.

Mr. Lindly and Dr. Lary provided the Board with a technology update. Mr. Lindly read an article about digital equity, closing the homework gap, instructional technology, and why technology was sometimes not as effective as it could be. He emphasized the importance of making sure schools were ready for technology. Bond funds would fund a six-year plan to implement all of the student computers. He noted it would be difficult to roll out 7,000 to 8,000 computers in less than six years. The plan was to implement schools that were ready first. The bond would support five projects, including staff computers; library computers; lab computers; test computers; and, student computers. Library, testing, and lab computers were currently being replaced.

Dr. Lary said the District had a responsibility to voters to ensure the technology was rolled out in a responsible way. The process called for schools to prepare a technology plan, and one or more proposals asking for equipment. As there was no funding for professional development provided through the bond, Technology Services would rely on the people who were ahead of the curve in their buildings to help

raise up other people in their buildings. The time dedicated for training would occur in the individual buildings during collaboration time, teacher choice time, or whatever format worked best for each building, through the course of the roll out. Schools needed to have their technology teams in place for one year before the roll out could begin in those buildings. School plans included budgets for items not covered by the technology bond, facilities, training, Internet safety and appropriate online behavior.

Dr. Lary and Mr. Lindly responded to Board members' questions and directed Board members to a handout entitled *Student and Staff Bond Devices to 5/30/2016*. The ratio of students to computers varied among the schools. Computers purchased by school Parent Teacher Organizations (PTOs) or with grants are owned by the District. There needed to be a philosophical shift so that teachers could not opt out of use of computers in their classrooms. It was important to target teachers and principals to attend the technology conference to upgrade their skills.

Mr. Light asserted it was important to have leadership at the District level and an equipment replacement plan to implement after the bond funds were expended.

Ms. Adams said the District needed to update its policy regarding use of student owned devices.

The Board took a short break.

Mr. Ricker provided the Instruction Department update. He distributed a handout and responded to questions, which provided data in the following areas:

- Graduation % Rates 2014-2015 (13-14)
- Graduation 2015-2016
- Class Load Report 2016-2017.

Mr. Ricker said Class Loads were built on Teacher to Student Ratios (TSR), which was determined by the total number of students in the building divided by the number of allocated Full Time Equivalency (FTE). FTE could include teachers, counselors, and other positions, and was at the discretion of the individual building principals. Specific work was done with both high schools this year to address current scheduling issues as well as working to prevent them from happening in the future. Both comprehensive high schools were asked to schedule freshmen and sophomores full course loads with no open periods. A committee that included teachers from both schools worked to identify how they could collaborate with building administration at key points throughout the year during the process of building the master schedule. Teachers from both schools met with their respective administration while the master schedules were being built to provide input. Both teams would meet with the administrators in August and September 2016, prior to the start of school, to review the results of the master schedule, with the intent of making every attempt to balance loads, target an identified class size, run courses that meet a specified enrollment number, and balance the number of courses each teacher would teach. Collaborative work between staff and administration would help provide a positive and equitable working environment for staff, and a better learning environment for students.

Dr. Rieke-Smith said the District graduation rates were behind the Eugene and Bethel schools. She noted the State of Oregon required students to have 24 credits for graduation. The District did not currently have the capacity to require juniors and seniors to be in school all day. This point was a part of the advocacy for increased funding from the State. The teacher cadet program allowed students to participate in internship and apprenticeship programs. The District needed to have a conversation on the block schedule.

The Strategic Planning/Vision discussion was deferred to a future meeting. The following documents intended for use during the Strategic Planning/Vision discussion were distributed:

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- GAMEPLAN: Create a Resilient Organization—DRAFT
- GAMEPLAN: Formalized CTE at all Secondary School
- GAMEPLAN: Support Needs of Families so ALL Students are Ready to Learn
- GAMEPLAN: Transform Learning Through Innovation and the Use of Digital Tools—DRAFT
- GAMEPLAN: DRAFT: Develop comprehensive two-way communication and feedback with stakeholders.

The work session was adjourned at 6:21 pm.

BUDGET HEARING

A Budget Hearing of the Lane County School District No. 19 Board of Education was held on June 13, 2016.

1. CALL BUDGET HEARING TO ORDER AND FLAG SALUTE

The hearing was called to order in the boardroom of the Administration Center at 6:33 pm by Board Chair Jonathan Light and was followed by the Pledge of Allegiance.

Board members present included Chair Light, Laurie Adams, Erik Bishoff, Sandra Boyst, and Tina DeHaven.

Others in attendance included Superintendent Sue Rieke-Smith, Brett Yancey, David Collins, Kevin Ricker, Suzy Price, Karen Lewis, Judy Bowden, Jenna McCulley, Brian Megert, Tom Lindly, Bill and Bev Medford, Anne Goff, Terry Beyer, Brenda Hanson, Joan Bolls, Brenda Holt, and Linda Henry. Media included Alisha Roemeling of *The Register-Guard*, and Darcy Wallace of the *Springfield Times*.

2. APPROVAL OF MINUTES

May 12, 2016 Budget Committee Minutes

Motion: Ms. Adams moved, Ms. DeHaven seconded, that the minutes of the May 12, 2016 Budget Committee Meeting be approved; carried 5-0.

3. RECOMMENDED REVISIONS

Brett Yancey provided the staff report. He distributed and reviewed a handout entitled *2016-2017 BUDGET RESOLUTIONS, RESOLUTION #15-16.063*. He noted the Budget Committee approved the proposed budget for 2016-2017 on May 12, 2016, with a slight modification from the originally proposed budget. The approved adjustment was a reduction in the General Fund (GF) contingency of \$100,000 to support music/art, club/activity support and the Middle School Outdoor School. In addition to the adjustment approved by the Budget Committee, District administration was recommending the following modifications to the adopted budget:

- Increase the General Fund Beginning Fund Balance from \$7,500,000 to \$8,133,941, for a net increase of \$633,941.
- Increase the following General Fund Expenditures:

○ Certified staff reserve position (4.0 fte):	\$356,800
○ Certified staff allocation error (1.0 fte):	\$ 89,200
○ Staff Negotiations and adjustments:	\$ 7,495
○ Website Upgrade and maintenance:	\$ 40,000
○ Human Resources staff adjustments (1.0 fte)	\$ 65,360
○ Contingency Funds:	<u>\$ 75,086</u>

Total Expenditures	\$633,941
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Ms. Adams said she wanted to continue the conversation related to truancy officers during the next year. Mr. Light added he wanted the District to make an effort to improve attendance during the next year.

4. PUBLIC COMMENTS

No one wished to make comments.

5. CLOSING OF HEARING

The Budget Hearing was concluded at 6:47 pm.

BUSINESS MEETING MINUTES

A Regular Meeting of the Lane County School District No. 19 Board of Education was held on June 13, 2016.

1. CALL MEETING TO ORDER

Board Chair Jonathan Light called the Springfield Board of Education meeting to order in the boardroom of the District Administration Center at 6:52 pm and led the Pledge of Allegiance.

Attendance

Others in attendance included Superintendent Sue Rieke-Smith, Brett Yancey, David Collins, Kevin Ricker, Suzy Price, Karen Lewis, Judy Bowden, Jenna McCulley, Brian Megert, Tom Lindly, Bill and Bev Medford, Anne Goff, Terry Beyer, Brenda Hanson, Joan Bolts, Brenda Holt, Justin Starck, Brandi Starck, Eric Orton, Amber Mitchell, Audrea Shelley, Mike Schlosser, José da Silva, and Linda Henry. Media included Alisha Roemeling of *The Register Guard* and Darcy Wallace of the *Springfield Times*.

• Changes or Additions to the Agenda

Mr. Light added 7. Action Items, F. Smarter Balanced Testing to the agenda.

Ms. Lewis distributed the updated a document entitled *SUPERINTENDENT CONTRACT, RESOLUTION 15.067—REVISED* for 7. Action Items, E. Superintendent Contract Renewal, Resolution #15-16.066.

2. SPRINGFIELD EDUCATION FOUNDATION REPORT

Springfield Education Foundation (SEF) Executive Director Ronnel Curry provided a PowerPoint presentation entitled *The Value of the Springfield Education Foundation—Building a bright and successful future for all students through financial support and community involvement*:

Through financial support

- A Few Financial Highlights
 - 2014-2015 invested \$200,000
 - \$20 per student
 - \$1.2 million
- The District's Return on Investment
 - Estimated Office Space, Utilities, Staff Time, Equipment, Supplies—560% Return on Investment or about 7 times

Through financial support and community involvement

- Facilitating Non-Revenue Investments—for example
 - 200 volunteers at Douglas Gardens Elementary; 3 FOOD for Lane County Pantries; Mentors at Agnes Stewart and Hamlin

- 348% Growth in Donations since 2010, from \$100,928 in 2010 to \$452,606 in 2015.
 - Working with Community Organizations
 - Lane Arts Council; Oregon Community Foundation; FOOD for Lane County; Belly-Full; Safe Routes to School; OASIS; School Garden Project; Springfield Public Library; Springfield and Two Rivers Rotary; Springfield Education Association; Springfield Elks; Willamalane Parks and Recreation; University of Oregon
 - Direct Connection to Springfield Residents
 - About 1,000 Springfield residents and businesses have donated to SEF over the last 5 years
 - Physically bought into “our” work
 - Working with Caring Parents
- Building a bright and successful future for all students
- Updated Our Strategic Plan: New Goal
 - Make meaningful impact on student performance focusing on increasing early literacy, attendance, participation, career and college connections, excellent teaching working toward increasing graduation rates.
 - Our Programs Reach More than 10,000 Students Annually
 - Tally for 2014-2015: \$11,488 for Innovative Educator Grants, District Initiatives, Scholarships and Grants, Schools and programs
 - Investing in Underfunded Programs
 - Chifin Native Youth Center; THS Robotics; Talented and Gifted; SHS MINE: Miller Integrated Nature Experience

Ms. Curry introduced Springfield High School teacher Ivan Miller who was a SHS graduate and had an amazing AP class. She introduced Robert Rust and Alex Brown, students who contributed to the *Miller Integrated Nature Experience Fights Back—Backcountry Review* magazine. The students shared their experiences working on the project and how participating in the program had impacted their lives.

Mr. Light thanked the students for outstanding work. He encouraged them to participate in other leadership opportunities offered by their schools.

Ms. Adams thanked the SEF for making it possible for SHS to offer the program.

Mr. Bishoff complimented the students on their magazine and said it was a very professional product.

3. NEW ADMINISTRATOR INTRODUCTIONS

Suzy Price introduced Amber Mitchell, who would serve as the new principal of Guy Lee Elementary School, for the 2016-2017 school year. She was a Springfield Public Schools employee, graduate and community member who firmly believed in our District’s mission to prepare all children for a bright future, filled with opportunity and success. As a student, she attended Mt. Vernon, Briggs and Thurston High School and went on to receive her bachelor and master degrees at the University of Oregon. As a professional, Ms. Mitchell has served the Springfield community for eleven years, working at both Thurston and Riverbend elementary schools. Currently, Ms. Mitchell is splitting her time between a District Special Programs Teacher on Special Assignment (TOSA), supporting new Learning Specialists and special education teams and a Learning Specialist and Response to Intervention facilitator at Riverbend. During her tenure in Springfield, Ms. Mitchell has served the school community as a teacher and educational leader in a variety of capacities, demonstrating herself to be an outstanding specialist and strong building leader. Her background in providing multi-tiered systems of supports for students, especially those with the highest level of need, would continue to be an asset to our district as she shares and applies her knowledge with the Guy Lee community. This, coupled with her natural ability to build

relationships, and extensive skill set with organizational systems, made her quite a catch! Ms. Price asked Board members to join her in welcoming Amber Mitchell to Springfield's administrative team.

Ms. Mitchell said she is excited to be serving as the principal at Guy Lee Elementary School.

4. WORK SESSION SUMMARY

Mr. Light offered an overview of the work session held prior to the Board Meeting.

5. PUBLIC COMMENTS

Anne Goff said she did not support Smarter Balanced testing, which she did not think was good for kids, but there needed to be something in place of it. She distributed a handout which contained information about a proposal prepared by a committee consisting of representatives from Oregon Education Association, Oregon Education Investment Board and the Governor's Task Force. They developed a new path for a system of assessment that was not based on one time/one shot standardized tests that were not scientifically valid. The proposed system was based on formative assessments that guided teachers' instruction with kids. She asked the Board to consider how to make it happen in Springfield and across the State. There was an opportunity for five states to become pilots on the national level to create something new. She asked the Board to tell the Oregon Department of Education (ODE) that it was against standardized testing, and encourage ODE to a system that was beneficial to students and educators.

Justin Starck, THS Athletic Director, encouraged the Board to consider the Nike contract. It was in the best interest of the kids and families in the community. They did fund raising activities regularly to provide uniforms for the kids, who deserved to wear the same quality of uniform as the kids in Eugene and all other schools in the state wore. Every other district in the state had adopted contracts similar to the one before to Board tonight. If the kids did not wear Nike uniforms, they would wear Adidas or Under Armor. The Nike proposal would allow the kids to wear the uniforms without having to fund raise to pay for them.

Audrea Shelley, SHS Athletic Director, supported the Nike contract. The students did a lot of fund raising to pay for uniforms and equipment. The quality of the Nike uniforms was great. The contract would allow coaches to use available funds for needs other than uniforms.

Eric Orton, SHS teacher and head boys' basketball coach, encouraged the Board to support the proposal before it tonight to enter into an agreement with Nike for uniforms for the District's varsity athletic teams. Teachers and kids spent a lot of time raising money so the kids could do things that other programs around the state did. The kids raised money for trips and equipment. Being successful in sports gave the kids confidence and helped them to also be successful in the classroom.

Rachel Rich was a teacher for several decades and currently had grandchildren in Springfield schools. She said the Smarter Balanced tests did not correlate closely with Common Core. The tests were poorly designed, long and very time consuming.

6. CONSENT AGENDA

A. May 9, 2016 Board Meeting Minutes

B. Financial Statement

C. Board Policy, First Reading

Jenna McCulley recommended that the Board of Directors review the following Board Policy and AR as a first reading:

- AC Nondiscrimination

- AC-AR Discrimination Complaint Procedure

D. Personnel Report, Resolution #15-16.059

Michael Henry recommended that the Board of Directors approve the personnel action for licensed employees as reflected below:

Resignations

Kelly Girouard	Tamara Hume	Sheng Saecho
Jeffrey Hendryx	Melissa Ibarra	Elizabeth Shulman-Nadolny
Dave Heuberger	Erin Richardson	Mallary Welch

New Hires

Deborah Ettel	Sarah Knudsen	Lizbeth Ramirez
Joanna Guhit	Polly Kohl	Franchesca Sandoval
Rucci Huling	Tanya Martin	Jessica Shanyfelt
Charles Jett	Rhean Perkins	Kelsey Snyder

Change of Contract Status

Christine Gentile	Amber Mitchell	Carla Smith
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Leave of Absence

Heidi Saunders

Probationary

Contract Renewal

Deborah Lange

E. Board Policy Approval, Resolution #15-16.060

Jenna McCulley recommended that the Board of Directors approve the following board policies:

- DLC Expense Reimbursements

F. Transportation Supplemental Plan Revision, Resolution #15-16.061

Tom Lindly recommended that the Board of Directors approve the proposed revision to the Transportation Supplemental Plan, which provides transportation services for students attending Guy Lee Elementary School living north of Harlow Road.

G. Resolution Establishing Meal Price Increase, Resolution #15-16.062

Brett Yancey recommended that the Board of Directors for the Springfield Public Schools increase paid status meal lunch prices by \$0.10 per meal at all levels. Breakfast prices would remain unchanged for the upcoming year. This would result in the following prices:

<u>Breakfast:</u>	<u>Lunch:</u>
Elementary: \$1.15	Elementary: \$2.55
Middle School: \$1.15	Middle School: \$2.75
High School: \$1.15	High School: \$2.90

H. TELL Survey Executive Summary

I. Every Student Success Act Executive Summary

Motion: Ms. Adams moved, seconded by Ms. DeHaven, for approval of the Consent Agenda. The motion carried unanimously, 5-0.

7. ACTION ITEMS

A. 2016-2017 Budget Resolutions, Resolution #15-16.063

Brett Yancey recommended that the Board of Directors adopt the 2016-2017 Budget Resolutions as presented tonight. He noted the Board conducted a public hearing on the proposed budget earlier this evening.

Motion: Ms. Adams moved, seconded by Mr. Bishoff, for approval.

Mr. Light thanked staff for their work in preparing the budget.

The motion carried unanimously, 5-0.

B. Nike Contract Proposal, Resolution #15-16.064

Brett Yancey recommended that the Board of Directors approve the contract with NIKE, as presented.

Motion: Ms. Adams moved, seconded by Ms. Boyst, for approval.

In response to Mr. Bishoff, Mr. Yancey said the District did not generally dedicate funds for uniform replacement. The District generally allocated \$25,000 per year per school to support the high schools' equipment and supplies purchases. Typically, after registration fees, paying for officials, restroom facilities and other needs, there were not funds available for routine uniform replacements. If teams wanted replacement uniforms, they combined District funds and fund raising efforts. Track uniforms cost approximately \$50, while football and basketball uniforms with warm ups were much more expensive.

Ms. Adams said it went against her grain to support this proposal. The Board had briefly discussed advertisements on school buses in the past, and decided not to move forward with that. While the proposal before the Board felt somewhat the same, she could see that it would be good for the kids. She was grateful for Nike's willingness to support the District's athletic teams.

Mr. Light had deep reservations with product endorsements. He disagreed it was a gift to the District because a gift denoted no expectations of anything in return. However, he was frustrated with the District's financial situation and would support the proposal. He was concerned with the length of the agreement and the exclusivity clause.

The motion carried unanimously, 5-0.

C. Multi-School Site Classroom Projection System Installation – Phase II, Resolution #15-16.065

Tom Lindly recommended that the Board of Directors approve the award of the Multi-School Site Classroom Projection System Installation to Reynolds Electric, Inc. of Eugene, Oregon for \$207,119.00.

Motion: Ms. Adams moved, seconded by Mr. Bishoff, for approval.

The motion carried unanimously, 5-0.

D. Silke Field Structural Repair & Siding Upgrade Project, Resolution #15-16.066

Brett Yancey recommended that the Board of Directors approve the award of the Silke Field Structural Repair & Siding Upgrade Project to Dorman Construction, Inc. of Springfield, Oregon for the Base Bid plus Alternate #2 and Alternate #4 amount of \$247,966.00.

Motion: Ms. Adams moved, seconded by Mr. Bishoff, for approval.

Mr. Yancey said this project was eligible for bond funding.

The motion carried unanimously, 5-0.

E. Superintendent Contract, Resolution #15-16.067

Mr. Light recommended that the Board of Directors approve the contract and compensation agreement for the Superintendent for a period of three (3) years, beginning on July 1, 2016, and terminating on the 30th day of June, 2019. He noted a revised Resolution #15-16.067 had been distributed to Board members.

Motion: Mr. Light moved, seconded by Ms. Adams, for approval.
The motion carried unanimously, 5-0.

F. Statement Supporting the Opt-Out Option for Smarter Balanced Testing

Jonathan Light recommended the following statement supporting the opt-out option for Smarter Balanced Testing:

We, the Springfield Board of Education, given our responsibility to safeguard and guide the education of Springfield students, find that the Smarter Balanced Assessment Consortium test (known as the SBAC) is an ineffective measure of student growth and accountability.

The problems with the Smarter Balanced tests are well-documented. Here are a few:

- The test is too long. The minimum test time for 3rd graders is 7 hours, for 10th it's 8.5. In actuality the test often takes hours longer. This does not take into account the many hours that are spent in preparation for the test.
- The test is expensive. The state of Oregon currently spends \$27.5 million dollars on the SB test. The previously used OAKS test was only \$3.0 million. These dollars could be spent in other, more productive areas for our students.
- The test is technologically unfair and discriminatory. Sophisticated typing and computer skills are needed to take the test and it assumes a level of expertise that many of our students, particularly those in poverty, do not have.
- The test results are not timely. It is accepted wisdom that to be effective for student growth assessment results must be received as soon as possible after the test has been given. Results from the SBAC are received 10-12 months after the test. At this point students have moved up a grade-level and are enrolled in new classes, therefore negating the value of informing a student's education.
- The test is unfair and discriminatory for our special-needs students. Students with handicaps are still required to take the test and accommodations for these individuals are often insufficient or inadequate. Additionally, the time spent taking the SB test takes away from other IEP-appropriate testing.
- The test content and format is dissimilar to other nationally-recognized tests like the SAT, ACT, ASFAB, and NAEP. Therefore the SB test is not predictive of success with other accepted assessments.
- The test is highly stressful for many of our students. Under the SB test rules teachers are not allowed to prepare students for test content and many of the questions are years above grade level. There are numerous reports of students becoming physically ill as a result of being required to take this test.

In summary, the Springfield Board of Education finds that the Smarter Balanced test is neither smart nor balanced. It is poorly designed, discriminatory, often punitive, and is of little benefit to our students. It does not inform student learning and furthermore does not make the best use of limited classroom time. It encumbers teachers and staff to focus both time and resources on an assessment that has shown little, if any, value.

It is therefore the Board's recommendation that Springfield parents and guardians strongly consider exercising their right, under House Bill 2655, to opt out their student from the Smarter Balanced test.

Because the Springfield Board of Education does indeed value the importance of well-designed student assessments we encourage the Oregon Department of Education to pursue, with all due haste, alternative tests that will support student growth and learning for all students in the state of Oregon.

Motion: Ms. Adams moved, seconded by Mr. Bishoff, for approval.

The Board and staff discussed sending the letter to the Oregon Department of Education, Chief Education Officer Lindsey Capps, Deputy Superintendent of Education Salam Noor, Governor Kate Brown, and Springfield's delegation to the State House and State Senate, COSA and OSBA.

The motion carried unanimously, 5-0.

8. REPORTS AND DISCUSSION

A. Superintendent Communication

Superintendent Sue Rieke-Smith reported she had attended several wonderful graduation ceremonies. Five proud graduates participated in the District's first online graduation on June 8, 2016. She and Mr. Light attended the Chifin Native Youth Center bestowing of stoles ceremony as part of the students rite of passage, which was an inaugural event for the District. Over 600 students graduated this spring. SHS and Two Rivers Dos Ríos (TRDR) collaborated to coordinate their schools' schedules, which provided the District's first grad walk of SHS students through the halls of TRDR.

Dr. Rieke-Smith stated that the TELL survey included in the agenda packets for tonight's meeting was one piece of data the District was looking at. The cabinet was using the data to improve conditions for teachers and the supports they needed to continue to make the promises made to them a reality. She directed Board members to the document entitled *TELL Survey—School Review Data for 2016-2017*, that listed dates on which principals reviewed their school data with their staff. The work would continue next year, delving into what the data meant for each school. The District would continue to support principals to continue to have challenging conversations which were necessary for the District to continue to be able to expand its promise for all of its children. She thanked Anne Goff and the SEA for their support. Working collaboratively with the District's unions to be aligned with the District's vision going forward was a great way to end the school year. She hoped to expand the grad walk next year to include THS.

B. Board Communications

• Agencies & Civic Organizations Reports

Ms. DeHaven attended graduation ceremonies for Gateways High School, Thurston High School and Springfield High School. She was very impressed with the Class of 2016.

Ms. Adams said she recently saw a former District kindergarten teacher who had just seen her last kindergartner graduate from high school. She commended all District staff for their hard work on behalf of Springfield students. Additionally, she encouraged staff to attend a graduation ceremony every year so they could feel a sense of pride in what the District was accomplishing.

Mr. Light thanked Dr. Rieke-Smith for inviting him to attend the First Nation graduation ceremony at the Chifin Native Youth Center. He thanked the Board for attending many events and extending the Board's congratulations.

9. OTHER BUSINESS

The Board had no other business.

10. NEXT MEETING

Mr. Light said the next meeting is set for June 27, 2016.

11. ADJOURNMENT

With no other business, Chair Light adjourned the meeting at 8:15 pm.

(Minutes recorded by Linda Henry)

BOARD POLICIES FOR REVIEW

RELEVANT DATA:

From time to time, changes in laws or operating practice require changes or additions to board policies. In addition, the district subscribes to a policy review service with Oregon School Boards Association and receives samples that are used to craft policy for Springfield Public Schools. Administrative Rules (ARs) are brought to the board for approval when required.

Three administration rules need to be updated to reflect legislative changes. These ARs do not require board adoption, so they will be presented only for first reading.

Dr. Michael Henry is available for questions.

RECOMMENDATION:

It is recommended that the Board of Directors review the following ARs as a first reading:

- | | |
|-----------------------|---|
| • GCBDA / GDBDA-AR(1) | Federal Family and Medical Leave / State Family Medical Leave |
| • GCBDA / GDBDA-AR(2) | Request for Family Medical Leave |
| • GDBDA / GDBDA-AR(4) | FMLA / OFLA Eligibility Notice to Employees |

SUBMITTED BY:

Jenna McCulley
Community Engagement Officer



Code: **GCBDA/GDBDA-AR(1)**
Revised/Reviewed:

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,"¹ 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 partner²~~, 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.

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

²~~Includes same-sex marriage.~~

“Contingency operation” is a military operation that:

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

1. 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
2. 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:

1. 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
2. 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):

1. Spouse³;
2. Child of the employee (biological, adopted, foster or step child, a legal ward, or child of the employee standing in loco parentis);
3. Custodial parent;
4. Noncustodial parent;
5. Biological parent;
6. Adoptive parent;

³“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.**

7. Stepparent⁴ or foster parent;
8. Individual who was in loco parentis to the employee when the employee was a child;
- ~~9. Same-gender domestic partner;~~
- ~~10. Child of same-gender domestic partner.~~

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

9. ~~11.~~ Grandparent;
10. ~~12.~~ Grandchild; **or**
11. ~~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:

1. 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;
2. 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;
3. 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;
4. Illness, disease or condition is terminal, requires constant care and poses an imminent danger of death; or
5. 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.

⁴~~Includes the stepparent who is a same-sex spouse of the employee’s parent.~~

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:

1. 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.
2. 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;
3. Requires constant or continuing care such as home care administered by a health care professional;
4. 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.
5. 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;
6. 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;
7. 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
8. 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:

1. 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
2. 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):

1. Birth of the employee’s child and for bonding with a newborn (eligibility expires 12 months after the birth);
2. 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;
3. Care of a family member with a serious health condition;
4. Employee’s own serious health condition;
5. 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);

6. 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;
7. 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;
8. State law allows employees to take leave for the death of a family member⁵ 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;
9. 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 OFLA or just OFLA leave and the employee is taking leave to care for a newborn with a serious health condition.

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

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

1. One employee needs to care for another employee who is a family member and who is suffering from a serious health condition;
2. 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
3. Both family members are suffering from a serious health condition; or

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

4. The employees are taking leave for the death of a family member; or
5. 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:

1. The female employee takes 12 weeks of pregnancy disability leave; followed by
2. Twelve weeks of parental leave; followed by
3. 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:

1. The male employee takes 12 weeks of parental leave; followed by
2. 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:

1. 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;
2. 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
3. An employee granted leave for a serious health condition for the employee or a family member need not requalify if additional leave is taken in this leave year for the same reason.

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:

1. 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;
2. 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:

1. The employee accepts the transfer position voluntarily and without coercion;
2. The transfer is temporary, lasts no longer than necessary to accommodate the leave and has equivalent pay and benefits;
3. 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;

4. 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
5. 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:

1. The employee accepts the position voluntarily and without coercion;
2. The transfer is temporary, lasts no longer than necessary and has equivalent pay and benefits;
3. The transfer is compliant with 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
4. 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.

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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 [the calendar year] [any fixed 12-month “leave year”] [the 12-month period measured forward from the date the employee’s leave begins] [a “rolling” 12-month period measured backward from the date the employee uses any family and medical leave].

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 requires the employee to use any accrued sick leave, vacation or personal leave days (or other paid time established by Board policy(ies) and/or collective bargaining agreement) in the order specified by the district and before taking FMLA and/or OFLA leave without pay for the leave period.] [The district requires the employee to use any accrued paid leave, including personal and sick leave or accrued vacation leave before taking FMLA and/or OFLA leave without pay for the leave period. The employee may select the order in which the paid leave is used.]

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] [shall] 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 [superintendent] [personnel director].

Record Keeping/Posted Notice

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

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

The district will post notice of 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.

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

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

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

Military Family Leave Entitlements

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

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

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

Benefits and Protections

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

Eligibility Requirements

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

Definition of Serious Health Condition

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

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

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

Use of Leave

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

Substitution of Paid Leave for Unpaid Leave

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

Employee Responsibilities

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

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

Employer Responsibilities

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

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

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

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

Enforcement

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

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

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

For additional information:

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

WWW.WAGEHOUR.DOL.GOV

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

Federal Family and Medical Leave/State Family Medical Leave* - GCBDA/GDBDA-AR(1)



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

Request for Family and Medical Leave

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

PLEASE PRINT

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

Name _____ Effective Date of the Leave _____

Department _____ Title _____

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

Hire Date _____ Length of Service _____

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

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

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

1. ☐ Because of the birth of my child and in order to care for him or her. (District: Use GCBDA/GDBDA-AR(3)(A) Certification Form)

Expected date of birth _____ Actual date of birth _____
Leave to start _____ Expected return date _____

2. ☐ Because of the placement of a child with me for adoption or foster care. (District: Use GCBDA/GDBDA-AR(3)(A) Certification Form)

Age of child _____ Date of placement _____
Leave to start _____ Expected return date _____

3. ☐ In order to care for a family member² with a serious health condition. (District: Use GCBDA/GDBDA-AR(3)(B) Certification Form)

Leave to start _____ Expected return date _____

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

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

Please check one: ☐ Spouse³ ☐ ~~Same gender domestic partner~~ ☐ Child⁴ ☐ ~~Child of same gender domestic partner~~ ☐ Parent ☐ Individual who was in *loco parentis* when the employee was a child ☐ Parent-in-law **or the parent of the employee's registered domestic partner** (OFLA leave only) ☐ ~~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 kin⁵ who is a covered servicemember with a serious illness or injury incurred in the line of duty or active duty in the armed forces. Has leave been taken for the same servicemember and the same injury? ☐ Yes ☐ No (District: Use GCBDA/GDBDA-AR(3)(D) Certification Form) If yes, when was the leave taken and for how many work days? _____
8. ☐ For the death of a family member (OFLA only).

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

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

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

⁴For 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.

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

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: _____



Code: **GCBDA/GDBDA-AR(4)**
Revised/Reviewed:

FMLA/OFLA Eligibility Notice to Employee

DATE: _____

TO: _____
(Employee's name)

FROM: _____
(Name of appropriate employer representative)

SUBJECT: Request for FMLA and/or OFLA Leave

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

1. _____ The birth of your child, or the placement of a child with you for adoption or foster care;
2. _____ A serious health condition that makes you unable to perform the essential functions of your job;
3. _____ A serious health condition of your ☐ spouse¹, ~~☐ same-gender domestic partner (OFLA leave only)~~, ☐ child² (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);

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

²For 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.

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;
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.³ The district will use [the calendar year] [any fixed 12-month “leave year”] [the 12-month period measured forward from the date the employee’s leave begins] [a “rolling” 12-month period measured backward from the date the employee uses any family medical leave]. FMLA leave and OFLA leave generally run concurrently. In order to care for an injured service member, you are entitled to up to 26 weeks of leave in a single 12-month period to care for a qualifying service member.

Also, your health benefits under FMLA must be maintained during any period of unpaid leave under the same conditions as if you continued to work. 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).

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

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*)
- 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).
- ~~5ed.~~ 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.~~ 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.~~ 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.
☐ You will not 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.
- 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.

PERSONNEL ACTION

RELEVANT DATA:

Each month the board of Directors is asked to approve personnel action involving licensed employees. Tonight the Board is being asked to approve the attached new hires, retirement, changes of contract status, and leave of absence. If the Board of Directors would like to discuss any of these recommendations in executive session, in accordance with ORS 192.660(2)(f) Exempt Public Records, the employee should be identified by the number preceding the name and it will be withdrawn pending further instruction from the Board. Dr. Michael Henry is available for questions.

RECOMMENDATION:

It is recommended that the Board of Directors approve the personnel action for licensed employees as reflected in this resolution and any addendum presented along with this resolution. Categories include:

- New Hires
- Retirement
- Changes of Contract Status
- Leave Of Absence

SUBMITTED BY:

Michael Henry, Ph.D.
Director of Human Resources

APPROVED BY:

Susan Rieke-Smith, Ed.D.
Superintendent

NO	NAME	CURRENT BUILDING ASSIGNMENT	CURRENT STATUS	FTE	EFFECTIVE DATE	NOTES
	NEW HIRES					
1	CORRIE ALJIAN	SHS	PROBATIONARY 1	FT	2016-17	NEW HIRE
2	JESSICA BARIL	HAMLIN	PROBATIONARY 1	FT	2016-17	NEW HIRE
3	RYAN BOOTH	ASMS	PROBATIONARY 1	FT	2016-17	NEW HIRE FROM TEMPORARY
4	ALICIA CHAMNESS	BMS	PROBATIONARY 1	PT	2016-17	NEW HIRE
5	ADAM DIMOCK	SHS	PROBATIONARY 1	FT	2016-17	NEW HIRE
6	JENNIFER GONZALES	WALTERVILLE	PROBATIONARY 1	FT	2016-17	NEW HIRE
7	AIMEE HARDENBROOK	ASMS	PROBATIONARY 1	FT	2016-17	NEW HIRE
8	JON HELMANDOLLAR	SHS	PROBATIONARY 1	FT	2016-17	NEW HIRE
9	MALI HOWELL	MAPLE	PROBATIONARY 1	FT	2016-17	NEW HIRE
10	TIFFANY JENSEN	ASMS	PROBATIONARY 1	FT	2016-17	NEW HIRE
11	KYLE JOHNSON	SHS	PROBATIONARY 1	FT	2016-17	NEW HIRE
12	LAURA KAISER	SHS	PROBATIONARY 1	FT	2016-17	NEW HIRE
13	LAUREL LISOVSKIS	ASMS	PROBATIONARY 1	PT	2016-17	NEW HIRE
14	IVY MCCLAIN	PAGE	PROBATIONARY 1	FT	2016-17	NEW HIRE
15	KARISSA MCDOWELL	DOUGLAS GARDENS	PROBATIONARY 1	FT	2016-17	NEW HIRE
16	ALEXANDRIA NOELL	PAGE	PROBATIONARY 1	FT	2016-17	NEW HIRE

17	STELLA STROTHER-BLOOD	ASMS	PROBATIONARY 1	FT	2016-17	NEW HIRE
18	BOAZ WOLPE	RIDGEVIEW	PROBATIONARY 1	FT	2016-17	NEW HIRE
	RETIREMENT					
19	HELEN FAST	THS	CONTRACT TEACHER	FT	12/31/2016	RETIREMENT
	CHANGE OF CONTRACT STATUS					
20	RACHEL ALLEN	HMS	CONTRACT TEACHER	FT	7/1/2016	RECOMMEND MOVE TO PROB 1 ADMINISTRATOR
21	CALLI DEAN	THURSTON ELEM	CONTRACT TEACHER	FT	7/1/2016	RECOMMEND MOVE TO PROB 1 ADMINISTRATOR
22	PATRICIA STOLP	ASMS	CONTRACT TEACHER	PT	2016-17	CHANGE FROM PART TIME TO FULL TIME JOB STATUS
	LEAVE OF ABSENCE					
23	ALYSSA DODDS	THS	CONTRACT TEACHER	FT	2016-17	PART TIME LEAVE OF ABSENCE

BOARD POLICY FOR APPROVAL

RELEVANT DATA:

From time to time, changes in laws or operating practice require changes or additions to board policies. In addition, the district subscribes to a policy review service with Oregon School Boards Association and receives samples that are used to craft policy for Springfield Public Schools.

One board policy needs to be rewritten to meet legal standards. This policy was presented for first reading at the June 13, 2016, board meeting.

Dr. Michael Henry is available for questions.

RECOMMENDATION:

It is recommended that the Board of Directors approve the following board policy:

- AC Nondiscrimination

SUBMITTED BY
Jenna McCulley
Community Engagement Officer

RECOMMENDED BY:
Susan Rieke-Smith
Superintendent

Nondiscrimination

The district prohibits discrimination and harassment on any basis protected by law, including but not limited to, an individual's perceived or actual race, color, religion, sex, sexual orientation¹, national or ethnic origin, marital status, age, mental or physical disability or perceived disability, pregnancy, familial status, economic status, veterans' status, or because of the perceived or actual race, color, religion, sex, sexual orientation, national or ethnic origin, marital status, age, mental or physical disability or perceived disability, pregnancy, familial status, economic status, veterans' status of any other persons with whom the individual associates.

The district prohibits discrimination and harassment, including but not limited to, in employment, assignment and promotion of personnel; in educational opportunities and services offered students; in student assignment to schools and classes; in student discipline; in location and use of facilities; in educational offerings and materials; and in accommodating the public at public meetings.

The Board encourages staff to improve human relations within the schools, to respect all individuals and to establish channels through which citizens can communicate their concerns to the administration and the Board.

The superintendent shall appoint and make known the individuals to contact on issues concerning the Americans with Disabilities Act of 1990 and Americans with Disabilities Act Amendments Act of 2008 (ADA), Section 504 of the Rehabilitation Act of 1973, Title VI, Title VII, Title IX and other civil rights or discrimination issues². The district will publish complaint procedures providing for prompt and equitable resolution of complaints from students, employees and the public.

The district prohibits retaliation and discrimination against an individual who has opposed any discrimination act or practice; because that person has filed a charge, testified, assisted or participated in an investigation, proceeding or hearing; and further prohibits anyone from coercing, intimidating, threatening or interfering with an individual for exercising any rights guaranteed under state and federal law.

END OF POLICY

¹"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 behavior differs from that traditionally associated with the individual's sex at birth.

²Districts are reminded that the district is required to notify students and employees of the name, office address and telephone number of the employee or employees appointed.

Legal Reference(s):

<u>ORS 174.100</u>	<u>ORS 659A.006</u>	<u>ORS 659A.321</u>
<u>ORS 192.630</u>	<u>ORS 659A.009</u>	<u>ORS 659A.409</u>
<u>ORS 326.051(1)(e)</u>	<u>ORS 659A.029</u>	
<u>ORS 659.805</u>	<u>ORS 659A.030</u>	<u>OAR 581-021-0045</u>
<u>ORS 659.815</u>	<u>ORS 659A.040</u>	<u>OAR 581-021-0046</u>
<u>ORS 659.850 to -860</u>	<u>ORS 659A.100 to -145</u>	<u>OAR 581-021-0049</u>
<u>ORS 659.865</u>	<u>ORS 659A.233</u>	<u>OAR 581-022-1140</u>
<u>ORS 659.870</u>	<u>ORS 659A.236</u>	
<u>ORS 659A.003</u>	<u>ORS 659A.309</u>	

Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2006).

Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-634 (2006); 29 C.F.R Part 1626 (2006).

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2006); 28 C.F.R. Part 35 (2006).

Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2006).

Rehabilitation Act of 1973, 29 U.S.C. §§ 503, 791, 793-794 (2006).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2006); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2006).

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

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

Wygant v. Jackson Bd. of Educ., 476 U.S. 267 (1989).

Americans with Disabilities Act Amendments Act of 2008.

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212.

Title II of the Genetic Information Nondiscrimination Act of 2008.

ALTERNATIVE EDUCATION PROGRAM APPROVAL

RELEVANT DATA:

In accordance with ORS 336.631(3) and Board Policy IGBHA, the district must annually evaluate and approve each alternative education program it operates, participates in or contracts with to provide services to students. During 2015-2016 Springfield School District #19 operated programs within the district and contracted with Board approved contractors to provide educational services to district students.

The programs have been evaluated on several criteria. The primary factors examined were the type of service provided, the age and number of students enrolled and maintained in the program, the ability of each program to address the educational and other pre-identified needs of the students enrolled.

Participation in the Oregon State Assessment is required of all alternative education providers under ORS 336.637, so continuation of contract with programs is dependent upon compliance with the required assessment of students placed with outside alternative education contractors.

High School Options Team

The High School Options Team (HOT) was developed and implemented in 2011-12 to better serve students at the high school level. This team meets weekly to consider a range of options to include placement at any of our high school programs as well as potential placement in outside programs. This team engaged in conversation specific to over 400 students in 2015-16 and has become a critical group in supporting our system's ability to serve all students.

Student needs at the elementary and middle school level for outside placements are facilitated through the Special Programs office as well as through the Instruction department utilizing a team-based approach that is specific to each case.

The following provides a brief overview of Springfield School District's current in-district and out of district alternative education programs:

In-District - Alternative Programs

- **Memorial Building Night School Program:** GED Night School operated Monday through Thursday evenings from 4:00 – 8:00 PM. This program offers a credit recovery option for students near completion of the required credits for a diploma. GED preparation services are also available.
- **Gateway Annex for Tutored & Expelled Youth Program (GATES):** Located in the Memorial Building this program provides services to youth expelled from district schools. Counseling and case management for special education students is provided onsite. The program provides services to both middle and high school age students. In addition, tutorial services are provided at this site. This program operates under the direction of the alternative education administrator.

- **Intensive Tutoring Program (ITP):** Located in the Memorial Building as well as other sites throughout the community, ITP offers individualized programming for students who need small group tutoring. This program is designed to meet individualized needs with specific support designed for small group tutoring environment.
- **Dropout Recovery:** The Dropout Recovery program provides services to students who had previously dropped out of school and is designed around several key dropout recovery principles. This program utilizes space within the Memorial Building to support student success. This program has the ability to support student placement in any of our existing high school programs – depending on the individual interests and needs of the student.

Out-of-District - Alternative Programs

Please see attached descriptions.

Kevin Ricker and David Collins are available for any questions from the Board.

RECOMMENDATION:

It is recommended that the board approve the following in-district programs and private contractors for alternative education services for the 2016-2017 academic year.

- In-district Programs
 - Gateways Annex for Tutored & Expelled Youth (GATES) Grades 6-12
 - In-school alternative programs at SHS & THS Grades 9-12
 - ITP (Intensive Tutoring Program) Grades 6-12
 - Dropout Recovery Grades 9-12
- Contracted Service Providers (See attached Description)
 - Northwest Youth Corps Out Door High School (ages 13-18) Grades 6-12
 - Looking Glass: Riverfront School & Career Center (ages 14-21) Grades 7-12
 - Lane Metro Youth Corps (ages 14-19) Grades 9-12
 - Center Point School (ages 14-19) Grades 9-12
 - Department of Youth Services:
 - MLK School (Court School) (ages 11-19) Grades 5-12
 - Wellsprings Friends School Grades 9-12
 - Bridgeway School Grades 1-12
 - Jasper Mountain/SAFE Center Grades K-8

SUBMITTED BY:

Brian Megert, D.Ed.
Director of Special Programs

RECOMMENDED BY:

Susan Rieke-Smith, Ed.D.
Superintendent

**Springfield School District
Alternative Education Contracted Service Providers
2016-17**

Bridgeway School – 37770 Upper Camp Creek Road, Springfield, OR 97478

School provides students affected by autism with an individualized, holistic education preparing them to respond within their abilities in our community. The school offers individualized support so students can learn more effectively.

Target Group: 6-18 year olds

Looking Glass: Riverfront School & Career Center – 1666 W. 12th, Eugene, OR 97403.

Program provides educational assessment, basic skills instruction, GED preparation and completion, completion of a high school diploma, completion of Adult Education Diploma, vocational assessment, career exploration, pre-employment training (paid & non-paid), work experience, hands-on training in electronics, manufacturing, culinary arts, health occupations, natural resources, teen parent program and special education program services. Full day and 1/2-day options are available.

Target Group: 14-21 year olds, particularly those who are not currently attending school.

Looking Glass: Lane Metro Youth Corps (Riverfront School & Career Center) – 1666 W. 12th, Eugene, OR 97403. Offers education and vocational training for at-risk and out-of-school youth. Riverfront's mission is to "guide and support youth in developing the knowledge, responsibility, and the social skills necessary for productive citizenship."

Target Group: 14-19 year olds, particularly those who are not currently attending school.

Looking Glass: Center Point– 1790 West 11th, Eugene, OR 97403. Program provides academic and therapeutic services for youth with mental health concerns.

Target Group: 11-17 year old.

Wellsprings Friends School – 3590 West 18th, Eugene, OR 97405. Program provides alternative learning approaches, supportive community, and a culture of individual affirmation, in which teenagers are mentored and assisted towards meeting the challenges of adolescence and adulthood.

Target Group: 11-17 year old.

Martin Luther King (Court School) – 2515 Martin Luther King Boulevard, Eugene, OR 97401. The MLK Ed Center serves secondary students who currently have an active case with Lane County Youth Services. The program is a collaboration between Lane County YS and Lane ESD. MLK offers wrap-around services and support to youth who have experienced multiple interruptions in traditional school placements. Our mission is to provide our students with opportunities to develop skills needed to be successful in school, work and our community.

Target Group: 12-19 year old.

Jasper Mountain Center/SAFE Center – 37875 Jasper-Lowell Road, Jasper, OR 97438/89124 Marcola Road, Springfield, OR 97402. Program provides a continuum of programs that meets the needs of emotionally disturbed children and their families. Services include an intensive residential treatment program with a therapeutic school, a short-term residential center, treatment foster care program, community based wraparound program and crisis response services.

Target Group: 8-14 year olds

SUMMER SCHOOL PROGRAMS UPDATE

RELEVANT DATA:

The district is offering Extended School Year (ESY) for students with special needs served through our Life Skills Programs. ESY is offered annually and is part of students' Individualized Education Plans.

Riverbend, Guy Lee and Two Rivers Dos Rios Elementary schools will be hosting a KITS (Kids In Transition to School) Program during July, August and September. KITS is an evidence-based school readiness program developed at the Oregon Social Learning Center. The program provides a boost to children's literacy, self-regulation, and social skills just prior to kindergarten via a system of positive teaching and behavior change strategies.

New this year, the Chifin Native Youth Center will be hosting a Natives Summer School from August 8th thru August 19th. The program is designed for students, K-12, and will focused on academic support, skill building and cultural enhancements in an effort to increase student achievement.

Hamlin Middle School is also hosting an academic Summer program for students who live in the Hamlin boundaries and are entering grades 5-8.

The district is offering a credit recovery Summer program for students at Springfield High School, Thurston High School, and Gateways High School. Gateways is offering classes for juniors and seniors and Thurston and Springfield are offering classes to 9th-12th grade students. These classes are for students that need to recover credits to either 1) graduate or 2) be on track to graduate. High School Summer classes begin in June and run through July. Please see the information chart for detailed information.

SUBMITTED BY:

Kevin J. Ricker, Ed.S.
Director of Secondary Education

Suzanne M. Price
Director of Elementary Education

**2016 Springfield School District
Summer School Programs**

Elementary Programs		Grades (Fall 2016)	Beginning Date	Ending Date	Begin & End Times	Enrollment	# of Staff	Contact	Transportation
Guy Lee	KITS	Incoming K	Tues & Weds July: 5, 6, 12, 13, 19, 20, 26, 27 Aug: 2, 3, 9, 10, 16, 17, 23, 24, 30, 31 September: Saturday Sessions		1:00-3:00	20	6	Kristin Rush (619.504.5223) Kari Isham (541.517.1934)	X
Riverbend	KITS (Serves Riverbend & Mt. Vernon)	Incoming K			9:30-11:30	20	6	Jennifer Lamar (541.505.7994) Kari Isham (541.517.1934)	X
Two Rivers-Dos Rios	KITS (Serves TRDR & Maple)	Incoming K			9:30-11:30	20	6	Kristin Rush (619.504.5223) Kari Isham (541.517.1934)	X
Chifin Native Youth Center	Natives Summer School	K-12	8/8/2016	8/19/2016	10:00 - 2:00 (Mon-Fri)	20	4	Dawn Malliett (541.603.6568)	
Special Education	Extended School Year @ Maple	K-5	7/5/2016	7/22/2016	Monday - Friday Staff: 8:00 - 1:00 Students: 8:45 - 11:45	40	23	July 1-11: Rebecca Morgan (541.255.8169) July 12-22: Brian Megert (541.968.1265)	X
Middle School Programs		Grades (Fall 2016)	Beginning Date	Ending Date	Begin & End Times	Enrollment		Contact	Transportation
HMS	Academic @ HMS	5-8	6/27/2016	7/28/2016	9:00 - 1:00 (Mon-Thurs)	90	10	Brandon Parks (541.868.7369)	
High School Programs		Grades (Fall 2016)	Beginning Date	Ending Date	Begin & End Times	Enrollment		Contact	Transportation
GHS	Academic @ GHS*	11-14	6/20-6/22 (8:00-12:00) 6/23-6/24 (8:00-3:00) 6/27-6/30 (8:00-3:00) 7/1 (8:00-4:00) 7/5-7/8 (8:00-4:00) 7/11 (8:00-12:00)		8:00 - 3:00 (Mon-Fri)	50	5	Lori Kramer - Registration (541.744.8862) Diana Fleming - Teacher (541.501.3448)	
SHS	Academic @ SHS**	9-12	6/27/2016	7/21/2016	8:30 - 11:30 & 12:00 - 3:00 (Mon-Fri)	90 AM PM 90		Marilyn Williams (541.913.9207)	
THS	Academic @ THS**	9-12	7/5/2016	7/28/2016	8:30 - 11:30 & 12:00 - 3:00 (Mon-Fri)	30 AM 30 PM	2	Jeannine Evans	
Special Education	Extended School Year @ THS	6-12	7/5/2016	7/22/2016	Monday - Friday Staff: 8:00 - 1:00 Students: 8:45 - 11:45	40	23	July 1-11: Rebecca Morgan (541.255.8169) July 12-22: Brian Megert (541.968.1265)	X

***=No fee for SPS Students (GHS)**

****=\$50 per class for Spfld In-Dist students,**

Fees are non-refundable and must be paid in advance.

\$20 refund for perfect attendance (SHS & THS)

GRADUATION AND SCHOLARSHIPS

RELEVANT DATA:

For the 2015-2016 school year, Springfield Public Schools graduating seniors were awarded a total of \$8,429,096 in scholarships.

Springfield High School had 226 graduates, with 60 students awarded \$3,233,121 from 50 scholarships. Thurston High School had 251 graduates, with 81 students awarded \$4,592,590 from 131 scholarships. Academy of Arts and Academics (A3) had 82 graduates with 12 students awarded \$600,135 from 35 scholarships. Gateways High School had 33 graduates with four (4) students awarded \$3,250 from five (5) scholarships. No information was available for WLA-HS.

Gateways High also had 48 students receiving their GED.

Kevin Ricker is available to answer questions.

SUBMITTED BY:

Kevin Ricker
Director of Secondary Education

DISTRICT WIDE
TELEPHONE SYSTEM REPLACEMENT

RELEVANT DATA:

This proposal leverages an existing price agreement under the Beaverton School District Cooperative VoIP Contract RFP# 14-0022 for a new district-wide VoIP Phone System. Pursuant to ORS Chapter 279A.215, government agencies may utilize an existing permissive cooperative agreement of another public agency if all of the statutory requirements have been met.

This bid provides equipment to replace the existing telephone systems at all district sites, along with limited installation and training services. Our current systems have been at end of life for several years making it difficult to find replacement parts and to provide support for these systems. The new system will be installed in 26 sites over a 3-year period. The bid includes installation of the central telephone system, installation for the upgrade of the administration building along with one elementary school. Technology Services staff will be trained as part of this contract to take on installation and deployment of the system at all other sites.

The VoIP based telephone system will provide 5-digit internal dialing to all phones, voice mail, telephone mobility, and enhanced 911 notifications. This agreement includes all three phases of the multiple year project. Funding for this project will be provided through Bond proceeds.

The specifications were developed and reviewed by the District Technology Services staff. Purchasing staff reviewed the original solicitation document and cooperative agreement to assure alignment with statutory requirements. Board Member Laurie Adams reviewed the procurement file. Jeff Michna will be available to answer questions.

RECOMMENDATION:

It is recommended that the Board of Directors approve the award the Multi-School Site Phone System Replacement to Inflow Communications of Portland Oregon for a total of \$521,542.59.

SUBMITTED BY:

Tom Lindly
Director of Technology & Transportation

RECOMMENDED BY:

Sue Rieke-Smith, Ed.D.
Superintendent

HAMLIN MIDDLE SCHOOL
REPLACEMENT PROJECT

RELEVANT DATA:

This bid was advertised in the Daily Journal of Commerce and on the Oregon Procurement Information Network. Four (4) potential general contractors attended the mandatory pre-bid conference and job walk on June 1, 2016. One (1) bid meeting the requirements were received.

This project involves construction of a new Hamlin Middle School on the existing school site located at 326 Centennial Boulevard in Springfield, Oregon. The Work under this contract includes all labor, equipment, and services for construction of the new school, demolition of the existing school, and completion of associated site work as described in the Contract Documents. Funding for this project will be provided through Bond proceeds, including Bond Premium funds.

The original solicitation document and specifications were developed by BBT Architects in cooperation with associated engineering firms. Input was also received from the public, district staff, and the Hamlin Replacement School design team.

Board Member Laurie Adams reviewed the procurement file. Brett Yancey and John Saraceno will be available to answer questions.

RECOMMENDATION:

It is recommended that the Board of Directors approve the award of the Hamlin Middle School Replacement Project to John Hyland Construction of Springfield, OR for the Base Bid plus Alternates 1, 3, 4, and 9, for an amount of \$40,814,184.00.

SUBMITTED BY:

Brett Yancey
Chief Operations Officer

RECOMMENDED BY:

Susan Rieke-Smith, Ed.D.
Superintendent

Hamlin Middle School Replacement Project #15-16/19

Bid Closing: June 21, 2016 @ 2:00 PM

	Prime Bidders			
	John Hyland Construction			
	Addenda Nos. 1-3	Non-Collusion	Bid Bond	First-Tier Form
	X	X	X	X
Base Bid	40,844,082.00			
Alt 1: Provide electrochromic glazing system windows in the Media Center room # 203	105,903.00			
Alt 2: Provide Nora rubber floor tiles in lieu of linoleum floor tiles	43,420.00			
Alt 3: Provide VCT rubber floor tiles in lieu of linoleum floor tiles	(212,866.00)			
Alt 4: Construct the Batting Cage portion of the Storage/Batting Cage Building	73,888.00			
Alt 5: Add the parking area, including lighting, sidewalks and landscaping	231,728.00			
Alt 6: Add plastic laminate wainscot - Title 1/ELD, STEM Classroom, Behavioral, ALC, Life Skills, all Learning Studios and all Discovery Labs	116,038.00			
Alt 7: Add four pole MUSCO field lighting system to the football field	176,571.00			
Alt 8: Upgrade Synthetic Track Surface material from Beynon BS 100 to Beynon BS 200	31,549.00			
Alt 9: Additional Track striping above and beyond the Base Bid striping of lanes and lane numbers	3,177.00			
Alt 10: Provide Fluid-Applied Air Barrier over framed walls	18,972.00			
Base plus Alternate 1, 3, 4, 9 Total	40,814,184.00			
NOTE: Award - Base Bid plus Alternates #1, 3, 4, and 9 - John Hyland Construction, Inc. for a project total not to exceed \$40,814,184.00. A resolution will be presented to the Springfield School District Board of Directors at a regular meeting held at 7:00 PM on Monday, June 27, 2016.				

YOLANDA ELEMENTARY SCHOOL
PARKING AND CIRCULATION PROJECT

RELEVANT DATA:

This bid was advertised in the Daily Journal of Commerce and posted on the Oregon Procurement Information Network. Eight (8) potential general contractors attended the mandatory pre-bid conference and job walk on June 8, 2016. Four (4) responses were received to this ITB.

This project involves paving, grading, storm water management, landscaping improvements, and illumination improvements for the existing school parking area at Yolanda Elementary School. Additionally, the bid alternate includes construction of a new bus loading and staff parking lot area off of Yolanda Avenue.

Work may begin on this project on or before July 11, 2016 and will be substantially complete by August 26, 2016 prior to the start of the 2016-17 school year. Work will be provided under a single standard general construction contract.

The original solicitation documents and specifications were developed by Branch Engineering in cooperation with District staff. Board Member Laurie Adams reviewed the procurement file. Funding for this project will be provided by bond proceeds. Brett Yancey and Chris Reiersgaard will be available to answer questions.

RECOMMENDATION:

It is recommended that the Board of Directors award the Yolanda Elementary School Parking and Circulation Project to Durbin Excavating, LLC of Eugene, OR for the Base Bid plus Alternate #1 amount of \$518,191.40.

SUBMITTED BY:

Brett Yancey
Chief Operations Officer

RECOMMENDED BY:

Sue Rieke-Smith, Ed.D.
Superintendent

BUS LEASE/PURCHASE AGREEMENT**RELEVANT DATA:**

At the May 9, 2016 school board meeting the Board approved the purchase of three (3) new school buses to replace older fleet models. The buses have been ordered and delivery is estimated to be during the summer of 2016. Upon delivery the District will need to submit payment for these new buses using previously identified resources. Unlike purchases made in the past, the District is recommending the utilization of a tax exempt Lease-Purchase (i.e., lease purchase) payable over a ten (10) year timeframe, which aligns with the depreciation schedule reimbursed by the Oregon Department of Education. This lease purchase agreement is a ten-year agreement at a market driven interest rate associated with municipal leases. The estimated rate for this issue is 2.74% due to the current market. Payments for the agreement will be made solely from the Equipment Replacement Fund (Fund 297) on an annual basis. Additionally, the State reimburses our district for 70% of the cost of purchasing a new school bus (including interest on the lease program). This reimbursement comes to the district over a ten-year period and can only be used for the purchase of school buses and related equipment. The district places this money into Fund 297. There are no additional General Fund resources being used for this purchase.

Purchases from this lease-purchase program have a separate amortization schedule and payback conditions. Brett Yancey is available to answer any questions.

RECOMMENDATION:

It is recommended that the Board approve the attached resolution (as presented) authorizing the issuance of the lease/purchase agreement in an aggregate amount not to exceed \$400,000, including the designation of authorized representatives.

Submitted by:

Brett Yancey
Chief Operations Officer

Recommended by:

Sue Rieke-Smith, Ed.D.
Superintendent

**STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
RESOLUTION #15-16.074**

I, Brett M. Yancey, do hereby certify that I am the duly elected, or appointed and acting Deputy Clerk of the Springfield School District, and agency duly organized and existing under the laws of the State of Oregon (the Lessee), and that the following resolutions have been presented to and duly adopted by the Springfield School District Board of Directors at a meeting duly and regularly held and convened in accordance with applicable law on the 27th day of June, 2016.

WHEREAS, the Lessee is entering a State and Municipal Lease/Purchase Agreement (Lease) dated June 27, 2016 with Municipal Asset Management, Inc.;

WHEREAS, Lessee has carefully reviewed its financing requirements for the current calendar year and reasonably expects that it will not issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the calendar year.

NOW, THEREFORE, be it RESOLVED, that the Lessee be, and hereby is, authorized to enter into the Lease with Municipal Asset Management, Inc. for a period of 120 months, and be it further

RESOLVED, that the following officials of the Lessee be, and hereby are, authorized, empowered and directed to sign on its behalf the Lease and any addenda, schedules, notes, financing statements or other instruments issued under the provision of the Lease and any other instrument or document which may be necessary or expedient in connection with agreement upon or fulfillment of the provisions of the Lease.

Superintendent/Clerk

Sue Rieke-Smith_____

Chief Operations Officer/Deputy Clerk

Brett M. Yancey_____

RESOLVED, that pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, this Lease be and hereby is designated a "qualified tax-exempt obligation" includable within the ten million dollars (\$10,000,000) of the aggregate issues designated as "qualified tax-exempt obligations" for the calendar year within which this Lease is entered into.

RESOLVED, that Lessee shall not designate more than ten million dollars (\$10,000,000) of tax exempt obligations during the current calendar year as qualified tax-exempt obligations and Lessee, together with its subordinate entities, does not reasonably expect to issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year.

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal hereto this day 27th of June 2016.

LESSEE:

Brett M. Yancey, Chief Operations Officer

Tax ID: 93-6000575

RESOLUTION TO TRANSFER BUDGET APPROPRIATIONS**RELEVANT DATA:**

This resolution is necessary to recognize additional revenue and properly record expenditures in the 2015-2016 budget appropriations within the levels as required by Oregon Budget Law. Oregon Budget Law requires that expenditures are recorded within the proper account, and that expenditures not exceed the total amount budgeted by function level (1000 – instruction, 2000 – support services, etc.). Additionally, a formal resolution by the school board is required to transfer budget appropriations between function levels. The net result is to transfer budgetary appropriations from an account that has a positive balance to accounts that have expenditures that are in excess of the original amounts in the budget. These transfers do not increase the budget in any one fund, or the district budget overall. This resolution recommends adjusting the General Fund, Capital Project Funds, General Obligation Bond Funds, as well as the Equipment Replacement Fund (Bus Fleet) where the expenditures are taking place. When the budget document is prepared, estimates of where expenditures will occur are made based upon the previous year's expenditure trends and grant awards.

RESOLUTION:

BE IT HEREBY RESOLVED, that the Board of Directors for Springfield School District No. 19, hereby recognize additional revenue, allocate budget appropriations and approve transfers for the 2015-2016 fiscal year within the funds and functions listed below:

APPROPRIATION FUNCTION TRANSFERS:General Fund (Fund 100):

100-1000	Instruction Services	\$ 600,000
100-2000	Support Services	(\$ 600,000)

Equipment Replacement Fund (Fund 297):

100-2000	Support Services	(\$ 42,000)
100-5000	Other Uses	\$ 42,000

Capital Projects Fund (Fund 401):

401-0000-5150	Loan Proceeds	(\$4,000,000)
401-2000	Support Services	\$ 425,000
401-4000	Building Acquisition/Improvements	\$ 3,575,000

General Obligation Bonds Fund (Fund 415):

415-1000	Instruction Services	\$2,250,000
415-4000	Building Acquisition/Improvements	(\$2,250,000)

Submitted by:

Brett M. Yancey
Chief Operations Officer

Recommended by:

Sue Rieke-Smith, Ed.D
Superintendent

DESIGNATION OF DISTRICT OFFICERS, CLERKS, DEPOSITORIES AND
CONTRACT REVIEW BOARD

RELEVANT DATA:

Oregon Revised Statutes (ORS) require a governing body to designate at the beginning of each fiscal year the individuals who will have authorization to act as the District officers, clerks, to designate the financial institutions the District uses for the investment of funds and to review the status of, and rules adopted, by the Local Public Contract Review Board.

The resolution designates the following: Budget Officer (ORS 294.331), Clerks of the District (ORS 332.515), Custodian(s) of Funds (ORS 328.441, 328.445), Public Contract Rules (ORS Chapter 279 and OAR Chapter 137), Grant Officer, and Depositories of Funds (ORS 328.441, 294.805 – 294.895).

RECOMMENDATION:

It is recommended that the Board of Directors approve the resolution designating District officers, clerks, and agents, including the depositories for District funds as listed on the attached documents for the 2016-17 fiscal year.

SUBMITTED BY:

Brett M. Yancey
Chief Operations Officer

RECOMMENDED BY:

Sue Rieke-Smith. Ed.D
Superintendent

DESIGNATION OF DISTRICT OFFICERS, CLERKS, DEPOSITORIES AND
CONTRACT REVIEW BOARD

BUDGET OFFICER:

Be it resolved, that Brett Yancey is hereby designated to serve as Budget Officer of the Springfield Public Schools for the fiscal year 2016-2017.

DISTRICT CLERKS:

Be it Resolved, that law designates Sue Rieke-Smith, Superintendent of Springfield Public Schools, as Clerk of said District for the fiscal year 2016-2017.

Whereas, it is advisable for additional staff members to be designated as Deputy Clerk.

Be it Resolved, that Brett M. Yancey, Chief Operations Officer be appointed as Deputy Clerk for the Springfield Public Schools for the 2016-2017 fiscal year.

Be it further Resolved, that adequate bonds be obtained for the above named Clerk and Deputy Clerk, in accordance with ORS 332.525 and that bonds be filed with the Lane Education Service District as outline in ORS 327.415.

Be it further Resolved, the Board of Directors authorizes the Superintendent and Chief Operations Officer to have signature authority on all matters and issues related to conducting business of the School District. It is also recognized that the Superintendent shall have the authority to delegate levels of signature, outlining appropriate areas for designees (by content area).

GRANT OFFICER:

Whereas, grant funding may become available through Federal, State or other sources; and,

Whereas, certain available grant funds may be deemed beneficial toward improvement of the District's educational system;

Be it Resolved, that the Superintendent or designee be named as the Local Agency Representative and shall hereby be authorized to execute and file application(s) for and

on behalf of the District and otherwise act as the District's representative in all activities related to grants for the fiscal year 2016-2017.

PUBLIC CONTRACT REVIEW:

Be it Resolved, that the Board of Directors will act as its own contract review board granted authority under ORS 279A.060, and also adopts the current Oregon Attorney General's Model Public Contracts Manual stipulated by ORS 279A, 279B, 279C, OAR 137 Divisions 46, 47, 48, and 49.

INVESTMENT DEPOSITORIES:

Whereas, Springfield Public Schools has statutory authority for investment of funds,

Be it Resolved, that the following depositories are hereby approved as official depositories of Springfield Public Schools for the 2016-2017 fiscal year:

Bank of America, Umpqua Bank, Key Bank of Oregon, Pacific Continental Bank, Northwest Community Credit Union, Citizens Bank, OnPoint Community Credit Union, US Bank, Chase Bank, Wells Fargo Bank, Oregon State Treasury Local Government Investment Pool, Wells Capital Management, D.A. Davidson & Company, Siuslaw Bank, Oregon Community Credit Union and Piper Jaffrey & Company.

Be it further Resolved, that the Clerk of the District or the Deputy Clerks, as Custodian of Funds, are authorized to establish accounts and to issue checks against such accounts bearing the original signature of the Clerk or Deputy Clerk or the facsimile signature of the Clerks in accordance with ORS 328.411 and 328.445.

Board Chair

Date

Superintendent

Date

PROPERTY AND LIABILITY INSURANCE
WORKER'S COMPENSATION INSURANCE

RELEVANT DATA:

Property & Casualty Insurance:

In preparation for the 2016-2017 fiscal year, the Springfield Public Schools requested the District's agent of record request bids for property, casualty and liability insurance policies. The District has received a premium quotation for property, casualty and liability insurance coverage and the most economical quotation received is approximately 2.55% increase compared to premiums paid for the 2015-2016 fiscal year, which is a total increase of approximately \$14,114. Overall, insurance market conditions are stabilized, however employment and boundary invasion claims continue to be a concern in the overall market. The agent of record (Brown and Brown Northwest) recommends coverage under Special District Association of Oregon that meets or exceeds current levels of coverage.

Worker's Compensation Insurance:

Annually, the Springfield Public Schools reviews insurance and worker's compensation policies to ensure the most cost effective plans for the upcoming year. For the 2016-2017 fiscal year SAIF Corporation quoted \$329,939 (includes 6.2% Oregon WCD tax), approximately \$1,756 less than the current year. Coverage under this proposal is identical and consistent with current plans.

RECOMMENDATION:

Be it Hereby Resolved, that the Springfield Public Schools Board of Directors renew property, casualty and liability insurance coverage, including earthquake and flood coverage under Special District Association of Oregon for the period July 1, 2016 – June 30, 2017.

Be it Hereby Resolved, that the Springfield Public Schools Board of Directors renew worker's compensation insurance coverage under SAIF Corporation for the period July 1, 2016 – June 30, 2017.

Submitted by:

Brett M. Yancey
Chief Operations Officer

Recommended by:

Sue Rieke-Smith, Ed.D
Superintendent

DESIGNATION OF DISTRICT LEGAL COUNSEL AND MUNICIPAL AUDITOR

RELEVANT DATA:

Oregon Revised Statutes (ORS) require a governing body to designate at the beginning of each fiscal year the individuals and/or firms who will have authorization to act as the District's legal counsel and auditors.

RECOMMENDATION:

It is recommended that the Board of Directors approve the resolution designating District agents as listed on the attached documents for the 2016-2017 fiscal year.

SUBMITTED BY:

Brett M. Yancey
Chief Operations Officer

RECOMMENDED BY:

Sue Rieke-Smith, Ed.D
Superintendent

**DESIGNATION OF DISTRICT LEGAL COUNSEL AND MUNICIPAL
AUDITOR**

LEGAL COUNSEL:

Be it Resolved, that Thorp, Purdy, Jewett, Urness & Wilkinson PC is hereby designated to serve as legal counsel of Springfield Public Schools for the fiscal year 2016-2017 for general counsel (real estate, contract review, etc.) services.

Be it Resolved, that the Hungerford Law Firm, Attorney at Law, is hereby designated to serve as legal counsel of Springfield Public Schools for the fiscal year 2016-2017 for labor relations and special education services.

Be it Resolved, that Bullivant Houser Bailey PC, Attorney at Law, is hereby designated to serve as legal counsel of Springfield Public Schools for the fiscal year 2016-2017 for liability, litigation and other specialized services.

Be it Resolved, that Oregon School Boards Association, Policy and Legal Services is hereby designated to serve as legal counsel of Springfield Public Schools for the fiscal year 2016-2017 for general counsel services.

Be it Resolved, that Mersereau and Shannon, Attorney at Law, is hereby designated to serve as legal counsel of Springfield Public Schools for the fiscal year 2016-2017 for litigation and bond counsel services.

Be it Resolved, that Miller Nash LLP, is hereby designated to serve as legal counsel of Springfield Public School for the fiscal year 2016-2017 for contract administration and construction law.

All services will be provided on an “as needed” basis at the hourly rates indicated in the proposal responses.

AUDITOR:

Be it Resolved, that the firm of Pauly, Roger & Company PC Certified Public Accountants, are hereby designated to serve as auditors for Springfield Public Schools for the fiscal year 2016-2017.

Board Chair

Date

Superintendent

Date