Alsea School Board Meeting
Thursday, February 9, 2023
BOC Meeting followed by Regular Board Meeting
Alsea School Library
301 South 3rd Street
Alsea, OR 97324

Alsea School District 7J
301 South 3rd Street
Alsea, OR 97324
541.487.4305

1. Call to Order

2. Flag Salute
3. Approval of the Agenda
4. Superintendent Report:
   Sean Gallagher
   a. Bond GMP Update- Chris and Nancy Giggy
   b. Aligning for Student Success - Tim France, Bart Rothenberger and Aaron Miller LBLESD

Alsea School District

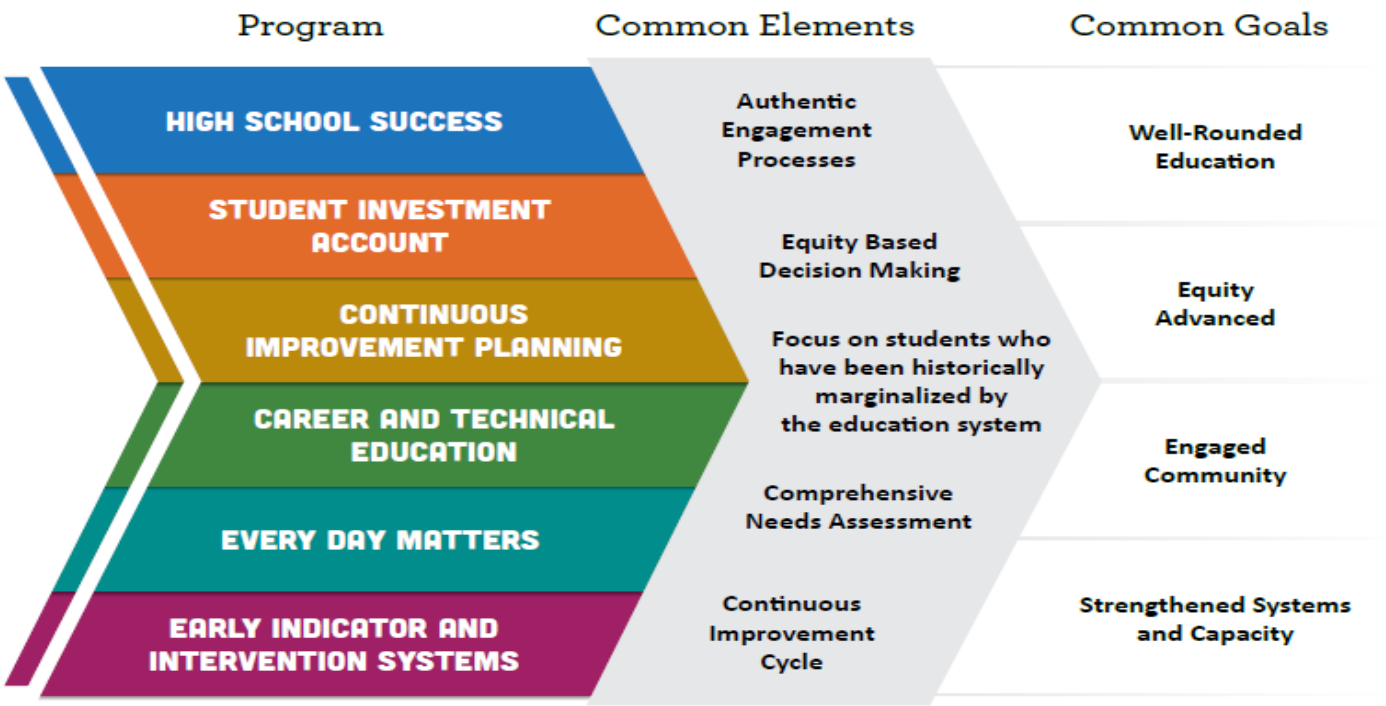
Aligning for Student Success

2023 Integrated Application Presentation

The Integrated Application is About Aligning Programs

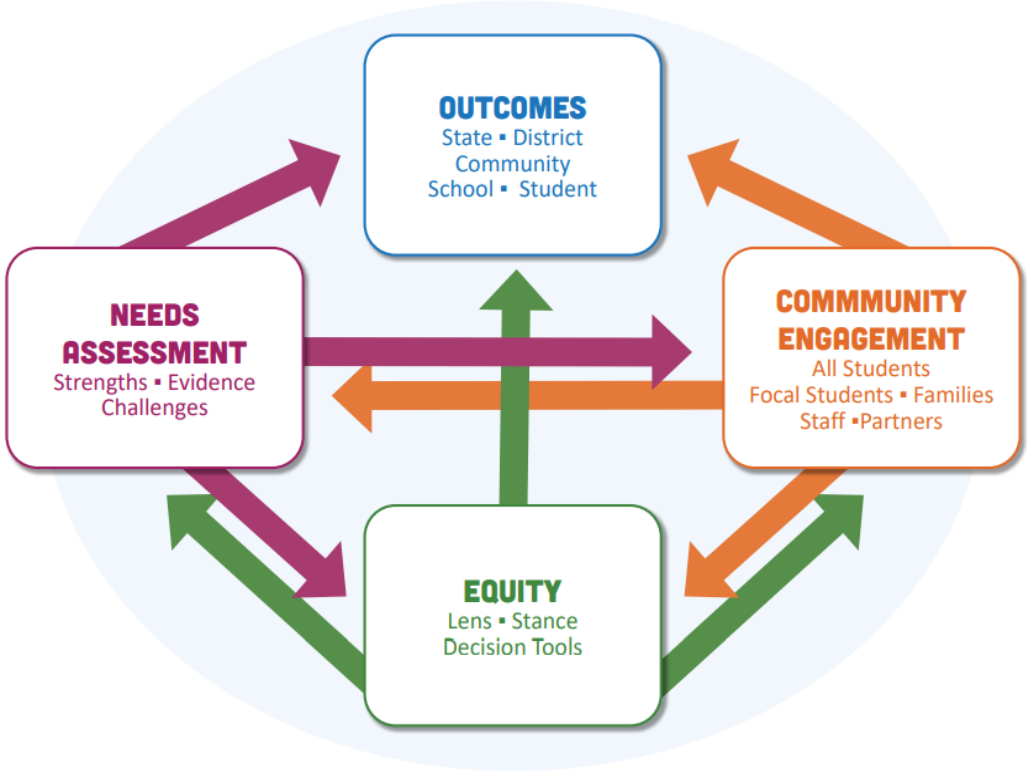
- Districts have asked ODE for more streamlined process for applications, reports, etc.
- ODE has been working on melding programs that don’t require legislation.
- They identified six programs that had common goals and looked for ways to combine them.

Six Programs & Common Goals



Required Planning Processes

- Engage the community
- Consider the needs of ALL students
- Develop a four-year plan with clear Outcomes, Strategies, and Activities



Application Requirements

- Complete the application's five sections with about 40 questions
- In addition to the application, attach:
  - 5 pieces of evidence from Community Engagement efforts
  - Board-adopted Equity lens
  - Integrated Planning and Budget Template that shows budget tied to outcomes, strategies and activities
  - URL where application is posted on the applicant's website, and
  - Board meeting minutes showing the Integrated Application was orally presented by an administrator to, and approved by, the governing board.
- Application needs to be submitted by March 31, 2023

Meet our Planning Team Members

*Sean Gallagher – Superintendent

*Tim France – Principal

*Bart Rothenberger – Athletic Director

*Aaron Miller – LBLESD Integration Coach

*Dale Moon – LBCC – CTE Regional Coordinator

*Teacher/Community Leadership Team for Plan Review

Community Engagement Activities

- 2+ Survey responses from parents
- 63 Survey responses from students
- 20 Survey responses from staff
- Feedback from focal student parent groups
- 8 empathy interviews from a cross-section of high school students
- Attended Regional CTE Conference at LBCC
- Work with CTE Regional Coordinator at LBCC

Additional Data

In addition to the Community Engagement, we also reviewed the following student achievement data over the last five years, including disaggregated data for Focal Student Groups

- Third Grade Reading
- 9th Grade On Track
- 4-year Graduation Rates
- 5-Year Completer Rates
- Attendance
- Performance and Participation in Career and Technical Education courses
- Review of Current Programs Funded by SIA and HSS
- Healthy Teen survey data

Needs Assessment Highlights

Strengths:

- 92% of all high school students feel teachers and staff treat them with respect
- 5-year Completer rates are trending up for ALL students AND sub-groups
- English Language Arts scores are trending up for ALL grade levels (3rd Grade Reading Benchmark) at the elementary school
- Empathy interview conclusions were positive toward school climate and how students interact with teachers and staff
- Survey results were consistent with empathy interviews: Students feel there is a positive school climate, and they can get the help they need from teachers when they ask

Needs Assessment Highlights

Needs:

- Percentage of 9th grade students on track to graduate has declined the last three years
- A formalized process for discussing graduation requirements and progress toward graduation is in place, but in need of deeper focus and more individualized information and attention
- 80.3% of students feel there is an adult at school that they can talk to when upset or having a problem
- Students identified access to CTE courses as an area of need and expansion
- Students want to see more hands on courses and programs that prepare them for real world occupations and opportunities

Our Plan

These priorities and desired Outcomes emerged:

- ❑ Ensure Success For ALL Students
- ❑ Increase graduation supports for ALL high school students, with particular attention to 9th Graders and Seniors
- ❑ Increase Career and Technical Education (CTE) opportunities
- ❑ Provide effective Social/Emotional Learning opportunities that meet mental health needs of ALL students

Our Plan

These key strategies will help us achieve our intended outcomes:

- ❑ Maintain current programs and staffing supported by Student Investment Account (SIA) and High School Success (HSS/Measure 98) dollars.
  - This includes 2 Teachers, a CTE Teacher, Counseling services, Educational Assistants, materials, Advanced Course support, professional development for implementation
- ❑ Increase supports for CTE, Counseling and On-Track Graduation programs

Our Plan

Actions and Key Investments:

- ❑ Decreased Class Sizes
  - 2 Teachers funded
  - 4.5 EA's funded
- ❑ College and Career Readiness
  - Graduation and Career Readiness Coaching
  - LBCC Advanced Courses
  - Advanced Placement (AP) courses
- ❑ CTE Programs
  - Funding 1 FTE CTE Teacher
  - Further development of official Programs of Study (POS)

Our Plan - Tiered Approach

Tiers of Planning & Budgeting allow for nimble course changes that have been pre-considered but aren't within the current budget parameters.

In our district, these strategies and activities may be necessary if we must move to another tier in our plan.

Tier 2 options are being identified for alternative budget expenditure, where possible and potentially necessary.

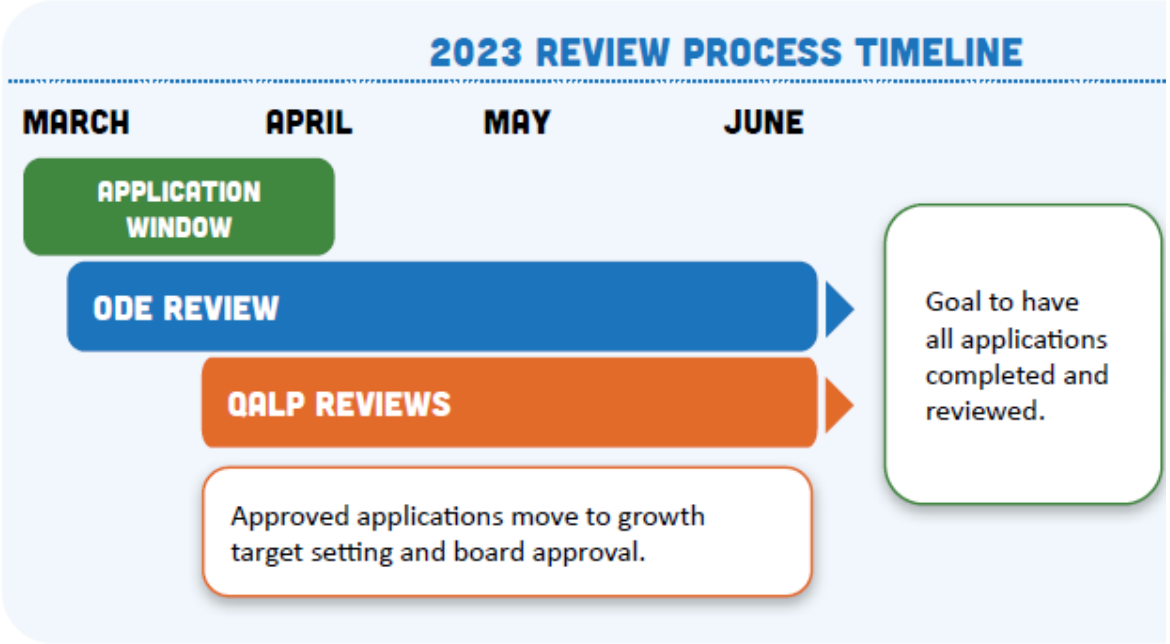
Longitudinal Performance Growth Targets (LPGTs)

- ODE has asked for draft LPGTs to be submitted with our application
- ODE will then work with us to “co-create” and finalize the LPGTs
- Final LPGTs will be reviewed and approved by the Board in June to complete the grant agreement

  - **Third-grade reading proficiency rates measured by ELA**
  - **Ninth-grade on-track rates**
  - **Regular attendance rates**
  - **Four-year or on-time graduation rates**
  - **Five-year completion rates**
  - Other local metrics may be used to develop applicable performance growth targets.

Referred to as ‘’5 Common Metrics’’

What Happens Next?



Questions & Comments

Integrated Application Template (Optional)

This Integrated Application Template aims to help applicants organize their application content prior to submitting their complete and final application via Smartsheet between **March 1 – March 31, 2023**. Please note this template **will not** be submitted to the Oregon Department of Education; rather it is provided as a way for applicants to compile the necessary information and complete the Smartsheet submission in one sitting, by simply copying and pasting.

Needs Assessment Summary

Please offer a description of the comprehensive needs assessment process you engaged in and the high-level results of that needs assessment. Include a description of the data sources you used and how that data informs equity-based decision making, including strategic planning and resource allocation. ***(500 words or less)***

Plan Summary

Your plan summary will help reviewers get quick context for your plan and the work ahead. In the coming months, you may also use this process to quickly explain to the community, local legislators, media, and other partners how you are braiding and blending these investments. Please share the exact needs or issues the investments will address as outlined in your four-year plan and as it relates to the purposes stated in law for all applicable programs, and what processes you'll put in place to monitor progress toward addressing those needs. ***(500 words or less)***

Equity Advanced

(250 words or less per question)

- What strengths do you see in your district or school in terms of equity and access?
- What needs were identified in your district or school in terms of equity and access?
- Upload the equity lens or tool you used to inform and/or clarify your plan & budget.
- Describe how you used this tool in your planning.
- Describe the potential academic impact for all students AND focal student groups based on your use of funds in your plan.
- What barriers, risks or choices are being made that could impact the potential for focal students to meet the Longitudinal Performance Growth Targets you've drafted, or otherwise experience the support or changes you hope your plan causes?
- What policies and procedures do you implement to ensure activities carried out by the district do not isolate or stigmatize children and youth navigating homelessness?

CTE Focus

- What strengths do you see in your CTE Programs of Study in terms of equity and access?
- What needs were identified in your CTE Programs of Study in terms of equity and access?
- What is your recruitment strategy, and how does it ensure equitable access and participation in CTE Programs of Study?
- How will you ensure equal access and participation in your CTE Programs of Study among focal student groups? How will you ensure there is no discrimination for focal student groups?

Well-Rounded Education

(250 words or less per question)

- Describe your approach to providing students a well-rounded education. What instructional practices, course topics, curriculum design, and student skills development are part of this approach? Describe the approaches by grade band (elementary, middle, and high).
- Which disciplines (theater, visual arts, music, dance, media arts) of the arts are provided, either through an integration of content or as a separate class?
- How do you ensure students have access to strong library programs?
- How do you ensure students have adequate time to eat, coupled with adequate time for movement and play?
- Describe how you incorporate STEAM (Science, Technology, Engineering, Arts, and Math) instructional practices, including project-based learning, critical thinking, inquiry, and cross-disciplinary content.
- Describe your process for ensuring the adopted curriculum (basal and supplemental) consists of a clearly stated scope and sequence of K-12 learning objectives and is aligned to all state and national standards.
- Describe your process for ensuring classroom instruction is intentional, engaging, and challenging for all students.
- How will you support, coordinate, and integrate early childhood education programs?
- What strategies do you employ to help facilitate effective transitions from middle grades to high school and from high school to postsecondary education?
- How do you identify and support the academic and technical needs of students who are not meeting or exceeding state and national standards, and Perkins Performance targets, particularly for focal student groups?

- What systems are in place for supporting the academic needs of students, including for focal student groups, who have exceeded state and national standards?

CTE Focus

- How do you provide career exploration opportunities, including career information and employment opportunities, and career guidance and academic counseling before and during CTE Program of Study enrollment?
- How will students from focal groups and their families learn about CTE course offerings and Programs of Study that are available?
- How are you providing equitable work-based learning experiences for students?
- Describe how students' academic and technical skills will be improved through integrated, coherent, rigorous, challenging and relevant learning in subjects that constitute a well-rounded education, including opportunities to earn postsecondary credit while in high school.
- What activities will you offer to students that will lead to self-sufficiency in identified careers?
- How will you prepare CTE participants for non-traditional fields?
- Describe any new CTE Programs of Study to be developed.

Engaged Community

(250 words or less per question)

- If the goal is meaningful, authentic, and ongoing community engagement, where are you in that process? What barriers, if any, were experienced and how might you anticipate and resolve those issues in future engagement efforts?
- What relationships and/or partnerships will you cultivate to improve future engagement?
- What resources would enhance your engagement efforts? How can ODE support your continuous improvement process?
- How do you ensure community members and partners experience a safe and welcoming educational environment?
- If you sponsor a public charter school, describe their participation in the planning and development of your plan.
- Who was engaged in any aspect of your planning processes under this guidance? *(Check all that apply)*

☐Students of color
☐Students with disabilities
☐Students who are emerging bilinguals

☐Students who identify as LGBTQ2SIA+
☐Students navigating poverty, homelessness, and foster care
☐Families of students of color
☐Families of students with disabilities
☐Families of students who are emerging bilinguals
☐Families of students who identify as LGBTQ2SIA+
☐Families of students navigating poverty, homelessness, and foster care
☐Licensed staff (administrators, teachers, counselors, etc.)
☐Classified staff (paraprofessionals, bus drivers, office support, etc.)
☐Community Based Organizations (non-profit organizations, civil rights organizations, community service groups, culturally specific organizations, etc.)
☐Tribal members (adults and youth)
☐School volunteers (school board members, budget committee members, PTA/PTO members, booster club members, parent advisory group members, classroom volunteers, etc.)
☐Business community
☐Regional Educator Networks (RENs)
☐Local Community College Deans and Instructors; Local university deans and instructors
☐Migrant Education and McKinney-Vento Coordinators
☐Local Workforce Development and / or Chambers of Commerce
☐CTE Regional Coordinators
☐Regional STEM / Early learning Hubs
☐Vocational Rehabilitation and pre-Employment Service Staff
☐Justice Involved Youth
☐Community leaders
☐Other _____

- How were they engaged?
  (Check all that apply)

☐Survey(s) or other engagement applications (i.e., Thought Exchange)
☐In-person forum(s)
☐Focus group(s)
☐Roundtable discussion
☐Community group meeting
☐Collaborative design or strategy session(s)
☐Community-driven planning or initiative(s)
☐Website
☐CTE Consortia meeting
☐Email messages
☐Newsletters
☐Social media
☐School board meeting
☐Partnering with unions
☐Partnering with community-based partners
☐Partnering with faith-based organizations

☐Partnering with business
☐Other _____

Evidence of Engagement

You will be asked to upload your **top five artifacts** of engagement. Smaller districts, as outlined above, are required to submit their top two artifacts.

- Why did you select these particular artifacts to upload with your application? How do they show evidence of engaging focal student populations, their families, and the community?

- Describe at least two strategies you executed to engage each of the focal student groups and their families present within your district and community. Explain why those strategies were used and what level of the Community Engagement spectrum these fell on.

- Describe at least two strategies you executed to engage staff. Explain why those strategies were used. Explain why those strategies were used and what level of the Community Engagement spectrum these fell on.

- Describe and distill what you learned from your community and staff. How did you apply that input to inform your planning?

CTE Focus

- How will you intentionally develop partnerships with employers to expand work-based learning opportunities for students?

Affirmation of Tribal Consultation

- If you are a district that receives greater than $40k in Title VI funding or have 50% or more American Indian/Alaska Native Students, you are required to consult with your local tribal government. As evidence of your consultation, you will be asked to upload documentation of your meeting(s) containing signatures from tribal government representatives as well as School District representatives. As this consultation includes all aspects of the Integrated Plan you will be asked to upload the "Affirmation for Tribal Consultation" within this application.

Strengthened Systems and Capacity

(250 words or less per question)

- How do you recruit, onboard, and develop quality educators and leaders? How are you recruiting and retaining educators and leaders representative of student focal groups?

- What processes are in place to identify and address any disparities that result in students of color, students experiencing poverty, students learning English and students with disabilities being taught more often than other students by ineffective, inexperienced, or out-of-field teachers?

- How do you support efforts to reduce the overuse of discipline practices that remove students from the classroom, particularly for focal student groups?

- How do you align professional growth and development to the strengths and needs of the school, the teachers, and district leaders?

- How do you provide feedback and coaching to guide instructional staff in research-based improvement to teaching and learning?

- What systems are in place to monitor student outcomes and identify students who may be at risk of academic failure? How do you respond and support the student(s) when those identifications and observations are made?

- How do you facilitate effective transitions between early childhood education programs and local elementary school programs; from elementary to middle grades; from middle grades to high school; and from high school to postsecondary education?

Attachments Completing Your Submission

- Integrated Planning & Budget Template
    - The plan must cover four years, with a two-year budget, and include outcomes, strategies, and activities you believe will cause changes to occur and meet the primary purposes of the programs included in this integrated plan: HSS, SIA, EDM, CIP, EIIS, CTE / Perkins. It should also reflect the choices you made after pulling all the input and planning pieces together for consideration. This plan serves as an essential snapshot of your expected use of grant funds associated with the aforementioned programs.
- Equity Lens Utilized
- Community Engagement Artifacts
- DRAFT Longitudinal Performance Growth Targets (and any *optional* metrics)
- Affirmation of Tribal Consultation

Assurances

The applicant provides assurance that they will comply with all applicable state and federal civil rights laws, to the effect that no person shall be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity on the basis of race, color, national origin, sex, sexual orientation, marital status, gender identity, religion, age, or disability.

After Application Submission

Applicants will receive a notification from ODE to acknowledge receipt of the application. The notification will include contact information for an ODE Application Manager, a single point of contact as you move from submission to review, and into co-development of Longitudinal Performance Growth Targets and finally, to executing a Grant Agreement.

Alsea SD IG Application Question #1

Please offer a description of the comprehensive needs assessment process you engaged in and the high-level results of that needs assessment. Include a description of the data sources you used and how that data informs equity-based decision making, including strategic planning and resource allocation.
(500 words or less)

Needs Assessment Process

Alsea School District's Needs Assessment was developed with a district team and based on review and analysis of input provided from community engagement activities and disaggregated District data on student achievement, program participation and opportunity. At each step, particular attention was placed on focal student groups, and their needs.

High-Level Results

The high-level results of this Needs Assessment are the following Outcomes, Strategies and Actions that "Align for Alsea School District's Student Success" through Integrated Guidance of the six ODE Initiatives.

Outcomes-

- *Ensure Success For ALL Students*
- *Increase graduation supports for ALL high school students, with particular attention to 9th Graders and Seniors*
- *Increase Career and Technical Education (CTE) opportunities*
- *Provide effective Social/Emotional Learning opportunities that meet mental health needs of ALL students*

Strategies-

- *Maintain current programs and staffing supported by Student Investment Account (SIA) and High School Success (HSS/Measure 98) dollars.*
- *Increase supports for CTE, Counseling and On-Track Graduation programs*

Actions

- *Fund 2 Teachers, a CTE Teacher, Counseling services, Educational Assistants, materials, Advanced Course support, and professional development for program implementation.*

Data Sources

- Community Engagement Activities
  - Surveys specifically targeting Students, Staff, Parents and the Community
  - Outreach to Career and Technical Education Regional Coordinator, including attendance at Regional CTE Integrated Guidance Workshop
  - Student Empathy Interviews
    - Focal Group Students were specifically and intentionally included as interview participants

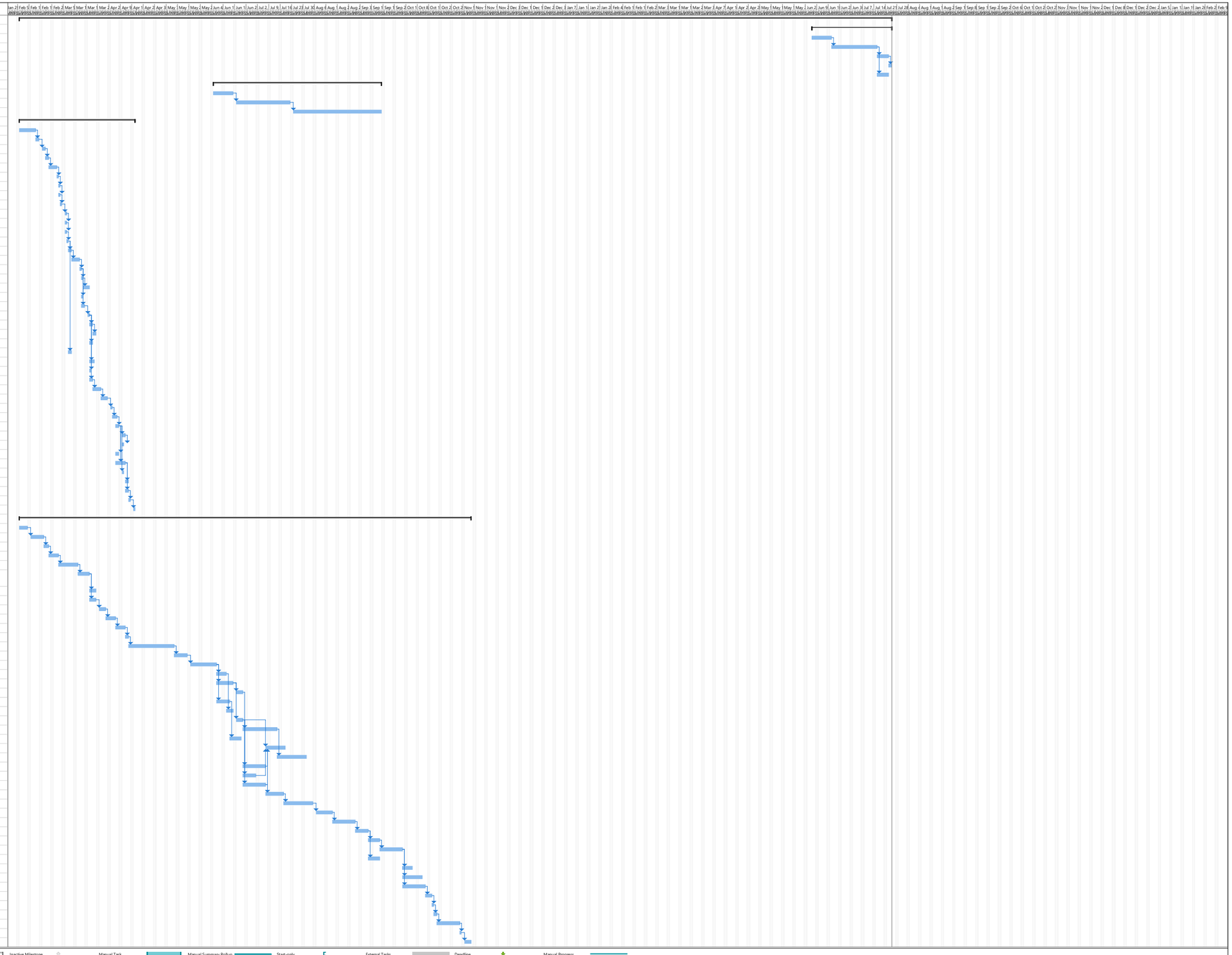
- Data Review and Analysis
    - Data sharing student outcomes and achievement was pulled from the Oregon Department of Education District website, as well as ODE's data dashboard that was made available on the NW Regional ESD's website.
        - Specific, disaggregated focal student group data was mined from these sources.
    - Review of current programs in place through SIA and HSS expenditures
    - Review of data received through recent Community Engagement activities

- Developing Outcomes, Strategies and Activities
    - Share the process your team used to develop OSA
    - Specific focal student group consideration

The data and information listed above informed our district's equity-based decision making in the following ways:

- *Share the ways you…..*
    - *The representative district "Team" included administrators and staff members from the elementary, middle and high school, as well as support from the CTE Regional Coordinator and ESD Integrated Guidance Liaison.*
    - *The underperformance of focal group students was recognized through review of data and was discussed as part of the development of this plan's Outcomes, Strategies and Activities.*
    - *ALL viewpoints and perspectives were attempted to be obtained through Community Engagement activities, by sending surveys to ALL parents, making surveys available to the Community on-line and in person, having ALL students and staff participate in the survey, as well as specifically selecting focal group students to provide input for the Needs Assessment process.*
    - *While some student data was inconsistent or non-existent due to past reporting issues, it was reviewed and utilized by the district team as it considered development of its Outcomes, Strategies and Actions.*

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		**ALSEA PROJECTS**	**383 days**	**Mon 2/6/23**	**Wed 7/24/24**	
2		**Electrical Upgrade**	**35 days**	**Thu 6/6/24**	**Wed 7/24/24**	
3		Trenching/Excavation	8 days	Thu 6/6/24	Mon 6/17/24	
4		Site Electrical	20 days	Tue 6/18/24	Mon 7/15/24	3
5		Generator Pad Subgrade	5 days	Tue 7/16/24	Mon 7/22/24	4
6		Generator Pad Pour	2 days	Tue 7/23/24	Wed 7/24/24	5
7		Asphalt Patching	5 days	Tue 7/16/24	Mon 7/22/24	4
8		**HVAC Upgrade**	**75 days**	**Mon 6/5/23**	**Fri 9/15/23**	
9		Demo	10 days	Mon 6/5/23	Fri 6/16/23	
10		Electrical Wiriong	25 days	Mon 6/19/23	Fri 7/21/23	9
11		HVAC Install	40 days	Mon 7/24/23	Fri 9/15/23	10
12		**Hallway**	**51 days**	**Mon 2/6/23**	**Mon 4/17/23**	
13		Site Utilities - Water/Sewer	8 days	Mon 2/6/23	Wed 2/15/23	
14		Demo Existing	2 days	Thu 2/16/23	Fri 2/17/23	13
15		Demo new doorway	2 days	Mon 2/20/23	Tue 2/21/23	14
16		Building Excavation	2 days	Wed 2/22/23	Thu 2/23/23	15
17		Concrete - Form Footing/Stemwall	3 days	Fri 2/24/23	Tue 2/28/23	16
18		Concrete - Pour/Strip Footing/Stemwall	1 day	Wed 3/1/23	Wed 3/1/23	17
19		Stemwall Insulation	1 day	Thu 3/2/23	Thu 3/2/23	18
20		Building Backfill	1 day	Thu 3/2/23	Thu 3/2/23	19FS-1 day
21		Concrete - Slab - Thickened Ftg - Excavation	1 day	Fri 3/3/23	Fri 3/3/23	20
22		Concrete Slab - Compaction	1 day	Mon 3/6/23	Mon 3/6/23	21
23		Vapor Barrier	1 day	Mon 3/6/23	Mon 3/6/23	22FS-1 day
24		Concrete Slab - Rebar	1 day	Mon 3/6/23	Mon 3/6/23	23FS-1 day
25		Concrete Slab - Place and Finish, Control Joints	1 day	Tue 3/7/23	Tue 3/7/23	24
26		Framing Walls	2 days	Wed 3/8/23	Thu 3/9/23	25
27		Framing - Roof	3 days	Fri 3/10/23	Tue 3/14/23	26
28		Framing - Pickup/Miscellaneous	1 day	Wed 3/15/23	Wed 3/15/23	27
29		Roof - Dry in	1 day	Thu 3/16/23	Thu 3/16/23	28
30		Roof - Roofing Placement	2 days	Fri 3/17/23	Mon 3/20/23	29
31		Walls - Windows	1 day	Thu 3/16/23	Thu 3/16/23	28
32		Walls - Doors	2 days	Thu 3/16/23	Fri 3/17/23	28
33		Walls - Dry in	1 day	Mon 3/20/23	Mon 3/20/23	32
34		Exterior Siding	2 days	Tue 3/21/23	Wed 3/22/23	33
35		Exterior Paint	2 days	Thu 3/23/23	Fri 3/24/23	34
36		Insulation	2 days	Tue 3/21/23	Wed 3/22/23	33
37		Utility Tie-in	2 days	Wed 3/8/23	Thu 3/9/23	25
38		Electrical - Rough	3 days	Tue 3/21/23	Thu 3/23/23	33
39		Plumbing - Rough	1 day	Tue 3/21/23	Tue 3/21/23	33
40		HVAC - Rough	2 days	Tue 3/21/23	Wed 3/22/23	33
41		Drywall - Hang	3 days	Thu 3/23/23	Mon 3/27/23	40
42		Drywall - Tape/Texture/Sand	4 days	Tue 3/28/23	Fri 3/31/23	41
43		Interior Doors	1 day	Mon 4/3/23	Mon 4/3/23	42
44		Interior Trim	3 days	Tue 4/4/23	Thu 4/6/23	43
45		Interior Paint	2 days	Thu 4/6/23	Fri 4/7/23	44FS-1 day
46		Flooring	2 days	Mon 4/10/23	Tue 4/11/23	45
47		Plumbing Trim	1 day	Mon 4/10/23	Mon 4/10/23	46FS-2 days
48		Mechanical Trim	2 days	Thu 4/6/23	Fri 4/7/23	45FS-2 days
49		Electrical Trim	4 days	Thu 4/6/23	Tue 4/11/23	45FS-2 days
50		Specialties	1 day	Mon 4/10/23	Mon 4/10/23	45
51		Touch Up Paint	2 days	Wed 4/12/23	Thu 4/13/23	49
52		Final Clean	2 days	Wed 4/12/23	Thu 4/13/23	49
53		Punch List	1 day	Fri 4/14/23	Fri 4/14/23	52
54		Punch Rework	1 day	Mon 4/17/23	Mon 4/17/23	53
55		**VOC Building**	**199 days**	**Mon 2/6/23**	**Thu 11/9/23**	
56		Building Excavation	5 days	Mon 2/6/23	Fri 2/10/23	
57		Concrete - Form Footing/Stemwall	6 days	Mon 2/13/23	Mon 2/20/23	56
58		Concrete - Pour/Strip Footing/Stemwall	3 days	Tue 2/21/23	Thu 2/23/23	57
59		Stemwall Insulation	4 days	Fri 2/24/23	Wed 3/1/23	58
60		Building Backfill	8 days	Thu 3/2/23	Mon 3/13/23	59
61		Concrete - Slab - Thickened Ftg, Plumbing, Electrical - Excavation	5 days	Tue 3/14/23	Mon 3/20/23	60
62		Underslab Plumbing	4 days	Tue 3/21/23	Fri 3/24/23	61
63		Underslab Electrical	4 days	Tue 3/21/23	Fri 3/24/23	61
64		Concrete Slab - Compaction	4 days	Mon 3/27/23	Thu 3/30/23	63
65		Vapor Barrier	4 days	Fri 3/31/23	Wed 4/5/23	64
66		Concrete Slab - Rebar	4 days	Thu 4/6/23	Tue 4/11/23	65
67		Concrete Slab - Place and Finish, Control Joints	2 days	Wed 4/12/23	Thu 4/13/23	66
68		Framing - First Floor	20 days	Fri 4/14/23	Thu 5/11/23	67
69		Framing - Second Floor	6 days	Fri 5/12/23	Fri 5/19/23	68
70		Framing - Roof	12 days	Mon 5/22/23	Tue 6/6/23	69
71		Framing - Pickup/Miscellaneous	4 days	Wed 6/7/23	Mon 6/12/23	70
72		Roof - Dry in	8 days	Wed 6/7/23	Fri 6/16/23	70
73		Roof - Roofing Placement	4 days	Mon 6/19/23	Thu 6/22/23	72
74		Walls - Windows	6 days	Wed 6/7/23	Wed 6/14/23	70
75		Walls - Doors	4 days	Tue 6/13/23	Fri 6/16/23	71
76		Walls - Dry in	4 days	Mon 6/19/23	Thu 6/22/23	72
77		Exterior Siding	15 days	Fri 6/23/23	Thu 7/13/23	73
78		Exterior Paint	5 days	Thu 6/15/23	Wed 6/21/23	74
79		Insulation	8 days	Fri 7/7/23	Tue 7/18/23	76,81,82,83
80		Utility Tie-in	12 days	Fri 7/14/23	Mon 7/31/23	77
81		Electrical - Rough	10 days	Fri 6/23/23	Thu 7/6/23	76
82		Plumbing - Rough	6 days	Fri 6/23/23	Fri 6/30/23	76
83		HVAC - Rough	10 days	Fri 6/23/23	Thu 7/6/23	76
84		Drywall - Hang	7 days	Fri 7/7/23	Mon 7/17/23	83
85		Drywall - Tape/Texture/Sand	14 days	Tue 7/18/23	Fri 8/4/23	84
86		Interior Doors	8 days	Mon 8/7/23	Wed 8/16/23	85
87		Interior Trim	10 days	Thu 8/17/23	Wed 8/30/23	86
88		Interior Paint	6 days	Thu 8/31/23	Thu 9/7/23	87
89		Cabinets	5 days	Fri 9/8/23	Thu 9/14/23	88
90		Flooring	10 days	Fri 9/15/23	Thu 9/28/23	89
91		Countertops	5 days	Fri 9/8/23	Thu 9/14/23	88
92		Plumbing Trim	4 days	Fri 9/29/23	Wed 10/4/23	90
93		Mechanical Trim	8 days	Fri 9/29/23	Tue 10/10/23	90
94		Electrical Trim	10 days	Fri 9/29/23	Thu 10/12/23	90
95		Specialties	2 days	Fri 10/13/23	Mon 10/16/23	94
96		Appliances	1 day	Tue 10/17/23	Tue 10/17/23	95
97		Touch Up Paint	2 days	Wed 10/18/23	Thu 10/19/23	96
98		FinalClean	10 days	Fri 10/20/23	Thu 11/2/23	97
99		Punch List	1 day	Fri 11/3/23	Fri 11/3/23	98
100		Punch Rework	4 days	Mon 11/6/23	Thu 11/9/23	99



Project: Alsea School - Master S
Date: Thu 1/12/23

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

Alsea School District Bond Projects
Construction Manager's Report

Report Date: February 8, 2023

GENERAL OVERVIEW

This is our first report to the Alsea School District since being contracted as Owner's Representative and Project Manager for the GO-bond projects late last month. This basic format will be used each month to report on activities for these projects until they're completed.

During the last few weeks, we've had a number or meetings and conferences with the School District leadership, the design and construction teams, various consultants, and the County. We've received several questions from members of the Bond Oversight Committee (BOC) and other community members. We anticipate that our reports will be posted to the District's website to help update the community on progress.

An updated budget is attached. It will be updated every month as revenues and expenditures are committed and actual costs incurred. The construction cost budget and owner's contingency values are maximums based on available revenue.

Design has been completed on four work packages that are the current priorities for bond resources; Electrical Upgrades, Panel Room, HVAC Upgrades, and the VOC Building. Other design packages have been completed but are not expected to be built at this time because of limited funds. Two of the four work packages have been submitted for permit: the Panel Room and the VOC Building. After reviewing the designs, we have value engineering suggestions to bring the work within budget. We're currently meeting with the design team and District leaders to review these ideas.

The construction contractor has provided updated guaranteed maximum price (GMP) proposals for the four projects listed above. Updated bids have been received and incorporated. Two of the work packages, the Electrical Upgrades and the Panel Room, are complete and ready for approval by the District. The HVAC Upgrades and VOC Building GMPs are being revised with value engineering ideas to bring them within budget. We expect to have the updated GMPs for these packages by next month.

PROJECT TEAM

Straightline Architects from Boise, Idaho was contracted by the District for all design services in late 2020 after the bond initiative passed.

CB Construction from La Grande was contracted by the District as the Construction Manager/General Contractor in early 2021.

BUDGET

The updated Budget Summary for bond project revenue and expenses is attached. Comments on revenue and expense elements are noted below and will be updated each month as new contracts are committed.

Revenue

The current bond program revenue is $5.1 million including ESSER and general funds committed to the specific projects, plus the OSCIM grant that doubles the value of the bond amount.

Expenses

The "Current Budget" column in Expenses shows the projected costs matched to the revenue budget including owner's contingency.

The "Committed Costs" column shows the value of work that has been contracted so far.

The "Paid to-Date" column shows the value of work that has been paid for.

SCHEDULE

We've received a preliminary Master Schedule from the contractor, and we've requested an updated schedule when all four of the GMP work packages are approved. This schedule, and subsequent updates, will be posted when they're received.

In general, we expect work for the Electrical Upgrade and Panel Room projects to begin shortly. However, the final equipment for the Electrical Upgrade has a lead-time of about 1 year, so work won't be completed until next summer. The Panel Room work should be complete this summer, and work on the other two packages should be completed by next summer. All work should be completed by the end of summer 2024.

PROJECT-SPECIFIC ACTIVITY

Information in this section will be added when project construction begins.

COMMUNICATIONS

An announcement was made on Alsea social media that IMS was contracted in January to serve as the Owner's Representative and Project Manager for the bond program. IMS will present an update on the bond program and answer questions at the BOC and Board meetings on February 9.

IMS will publish monthly reports on the bond program for the BOC and Board meetings.

Alsea - Main Power Upgrade, HVAC Upgrade, Panel Room, VOC

08-Feb-2023

DRAFT - breakouts for pricing update - WIP

Division Name	Electrical Upgrade	Subcontractor	HVAC Upgrade	Subcontractor	Panel Room	NOTES	Subcontractor	VOC	Subcontractor	TOTAL ALL SCOPE	Cost of Work
General Conditions											**$ 345,873.13**
General Conditions	$ 24,556.01	CB Const, Inc	$ 20,000.00	CB Const, Inc	$ 16,000.00		CB Const, Inc	$ 285,317.12	CB Const, Inc	$ 345,873.13	
Existing Conditions					**$ -**						**$ 18,000.00**
Survey					$ 5,000.00		FEI Testing (have allowance for add'l staking	$ 5,000.00	Cole (have allowance for add'l staking	$ 10,000.00	
Demolition					**$ 8,000.00**		**Hughes**	**$ -**	**Atlas (As needed)**	$ 8,000.00	
Concrete					**$ -**			**$ -**			**$ 229,990.00**
Concrete					**$ 78,321.00**		**Standard Commercial**	**$ 151,669.00**	**Standard Commercial**	$ 229,990.00	
Gypcrete					$ -			$ -		$ -	
Masonry					**$ -**			**$ -**			**$ -**
Masonry					$ -			$ -		$ -	
Metals					**$ -**			**$ -**			**$ 21,565.00**
Structural Steel					$ -			**$ -**	**CB Const, Inc - Allowance**	$ -	
Cold Formed Steel					$ -			$ -		$ -	
Miscellaneous Steel					$ -			**$ 21,565.00**	**CB Const, Allowance for Railing, Connections, Etc.**	$ 21,565.00	
Wood, Plastics, and Composites					**$ -**			**$ -**			**$ 338,703.00**
Rough Carpentry					**$ -**		**Oregon United Construction (Labor)**	**$ 113,356.00**	**Oregon United Construction (Labor)**	$ 113,356.00	
Rough Carpentry					$ 4,500.00		CB Const (Material)	$ 145,000.00	CB Const (Material)	$ 149,500.00	
Trusses					$ -			**$ 26,894.00**	**The Truss Co.**	$ 26,894.00	
Casework					$ -			**$ 44,753.00**	**Dan Eveland Cabinets**	$ 44,753.00	
Casework					$ -			$ 4,200.00	CB Const - unload, distribute	$ 4,200.00	
Thermal and Moisture Protection					**$ -**			**$ -**			**$ 268,950.00**
Siding					**$ 8,233.00**		**Mendoza (Labor), CB Const (Material)**	**$ 94,853.00**	**Mendoza (Labor)**	$ 103,086.00	
Siding					$ 1,127.00		CB Const (Material)	$ 13,892.00	CB Const (Material)	$ 15,019.00	
Roofing, Flashing, Gutters			$ 25,600.00	Allowance	**$ -**	**incl with VOC**	**Umpqua**	**$ 82,000.00**	**Umpqua**	$ 107,600.00	
Insulation					**$ 7,224.00**	**incl $4K spray**	**Hard Core Contractors**	**$ 30,465.00**	**Hard Core Contractors**	$ 37,689.00	
Insulation					$ 556.00		CB Const	$ 5,000.00	CB Const	$ 5,556.00	
Openings					**$ -**			**$ -**			**$ 89,173.00**
HM Frames, Doors, Hardware					$ -	incl in BP 3	**BMS -Oregon**	**$ 56,621.00**	**BMS -Oregon**	$ 56,621.00	
HM Frames, Doors, Hardware					$ 435.00		CB Const (Labor)	$ 5,569.00	CB Const (Labor)	$ 6,004.00	
Wood Frames, Doors, Hardware					$ -			$ -		$ -	
Aluminum Entrances, Glazing					$ -			$ -		$ -	
Windows					$ -			**$ 10,890.00**	**Smith Glass (supply), CB Const (Install)**	$ 10,890.00	
Windows								$ 4,200.00	CB Const (Install)	$ 4,200.00	
Sectional Doors					$ -			$ 11,458.00	Overhead Door Company	$ 11,458.00	
Finishes					**$ -**			**$ -**			**$ 250,254.00**
Fin Carp/Misc Carp					**$ -**		**CB Const, Inc**	$ 26,750.00	CB Const, Inc	$ 26,750.00	
Gypsum Board, Acoustical Tile			$ 20,350.00	Allowance	**$ 13,814.00**		**Hard Core Contractors**	**$ 106,098.00**	**Hard Core Contractors**	$ 140,262.00	
Tile (NOT INCLUDED)					$ -			$ -		$ -	
Flooring					$ -	Exposed Concrete		**$ 19,242.00**	**Rubensteins**	$ 19,242.00	
Flooring								$ 12,500.00	CB Const	$ 12,500.00	
Painting								**$ 37,000.00**	**Black Diamond**	$ 37,000.00	
Painting					**$ 2,500.00**		CB Const, Inc, Allowance	$ 12,000.00	CB Const, Inc	$ 14,500.00	
Signage, Specialties					**$ -**			**$ -**			**$ 19,768.00**
Signage					$ 1,800.00		Allowance	$ 1,800.00	Allowance	$ 3,600.00	
Specialties					$ -			**$ 16,168.00**	**BMS, CB Const, Inc, Allowance**	$ 16,168.00	
Equipment					**$ -**			**$ -**			**$ -**
Equipment - Residential					$ -			$ -		$ -	
Equipment - Commercial					$ -			$ -		$ -	
Furnishings					**$ -**			**$ -**			**$ -**
Window Coverings					$ -			$ -		$ -	
Casework					$ -			$ -		$ -	
Countertops					$ -			$ -		$ -	
Elevator					**$ -**			**$ -**			**$ -**
Elevator					$ -			$ -		$ -	
Fire Suppression					**$ -**			**$ -**			**$ -**

Alsea - Main Power Upgrade, HVAC Upgrade, Panel Room, VOC

08-Feb-2023

DRAFT - breakouts for pricing update - WIP

Division Name		Electrical Upgrade	Subcontractor	HVAC Upgrade	Subcontractor	Panel Room	NOTES	Subcontractor	VOC	Subcontractor	TOTAL ALL SCOPE	Cost of Work
Fire Sprinkler System						$ -			$ -		$ -	
Plumbing						**$ -**			**$ -**			**$ 103,851.00**
Plumbing				$ 15,000.00	Allowance	$ -			**$ 81,160.00**	**Twin Rivers**	$ 96,160.00	
Plumbing									$ 7,691.00	CB Const	$ 7,691.00	
HVAC						**$ -**			**$ -**			**$ 658,423.00**
HVAC				**$ 420,979.00**	**CJ Hansen**	**$ -**		**Allowance**	**$ 237,444.00**	**CJ Hansen**	$ 658,423.00	
Electrical, Fire Alarm						**$ -**			**$ -**			**$ 1,015,642.00**
Electrical		**$ 567,416.00**	**Santiam**	**$ 224,949.00**	**Santiam**	**$ 7,875.00**		**Santiam**	**$ 215,402.00**	**Santiam**	**$ 1,015,642.00**	**updated 2.2.23**
Communications						**$ -**			**$ -**			**$ 38,889.00**
Communications						$ -			**$ 38,889.00**	**Certified Systems**	$ 38,889.00	
Electronic Safety and Security						**$ -**			**$ -**			**$ 29,903.00**
Fire Alarm & Detection System (ABOVE)						$ -			**$ 29,903.00**	**Certified Systems**	$ 29,903.00	
Earthwork and Excavation						**$ -**			**$ -**			**$ 487,528.00**
Earthwork and Excavation		**$ 68,975.00**	**Hughes Excavation**			**$ 123,868.00**		**Hughes Excavation**	**$ 294,685.00**	**Hughes Excavation**	$ 487,528.00	
Exterior Improvements						**$ -**			**$ -**			**$ 73,230.00**
Asphalt						$ -			$ -		$ -	
Site Concrete						**$ 18,000.00**		**Standard Commercial**	**$ 39,730.00**	**Standard Commercial**	$ 57,730.00	
Fencing, Gates						$ -			$ -		$ -	
Specialty Landscape Features						$ -			$ -		$ -	
Landscape						$ -			$ 15,500.00	Allowance	$ 15,500.00	
Utilities						**$ -**			**$ -**			**$ -**
Utilities		$ -		$ -		$ -						
	SUBTOTAL	$ 660,947.01		$ 726,878.00		$ 297,253.00			$ 2,304,664.12		$ 3,989,742.13	$ 3,989,742.13

	Rate										Cost	
Insurance, General Liability	**1.35%**	$ 10,069.73		$ 11,074.20		$ 4,528.74			$ 35,112.25		**$ 60,784.92**	**$ 60,784.93**
Payment/Performance Bond	1.22%	$ 9,100.05		$ 10,007.80		$ 4,092.64			$ 31,731.07		$ 54,931.56	$ 54,931.56
Washington B&O Tax	0.00%	$ -		$ -		$ -			$ -		$ -	$ -
BOLI/Prevailing Wage Fee	0.00%	$ -		$ -		$ -			$ -		$ -	$ -
State Tax	0.57%	$ 4,251.66		$ 4,675.78		$ 1,912.13			$ 14,825.17		$ 25,664.74	$ 25,664.75
Contingency	5.00%	$ 37,295.28		$ 41,015.57		$ 16,773.11			$ 130,045.37		$ 225,129.34	$ 225,129.34
Fee	3.25%	$ 24,241.93		$ 26,660.12		$ 10,902.52			$ 84,529.49		$ 146,334.07	$ 146,334.08
	SUBTOTAL	$ 745,905.67		$ 820,311.48		$ 335,462.14			$ 2,600,907.48		$ 4,502,586.76	$ 4,502,586.79
	AIA GMP total	722236.54		669812.49		369847.71			2433836.12			
	Difference	$ 23,669.13		$ 150,498.99		$ (34,385.57)			$ 167,071.36			

ALLOWANCES - SUMMARY by Bid Package				**$ 60,950.00**		**$ 4,300.00**			**$ 38,865.00**		$ 104,115.00	

EXCLUSIONS

Building Permits	Building, Mechanical, Electrical, Plumbing Permits
Hazardous Materials	Weldng Lab shop equipment, furnishings;
Paint Booth equipment	Design Classroom / lab furniture, computers

OWNER FURNISH / OWNER INSTALL

Specialties above reduced 2.3.23 to exclude:

Toilet Paper Dispensers

Toilet Seat Cover Dispensers

Paper Towel Dispensers

Soap Dispensers

Changes - ASI's and added at meeting (2.1.23 Email)

ASI 1 - BP 1 issue Conformed Set

ASI 2 - BP 3, 1" Grid Line discrepancy

ASI 3 - BP 3 repair Water Main

ASI 4 - BP 3 Driveway, Utility revisions

2.1.23 OAC - HVAC VE revisions

2.1.23 OAC - BP 2 Sewer change cancellation

2.1.23 OAC - Schedule delay / remob costs

2.8 - Extended GC's , mintain VOC foundation excavation

Alsea School Bond Project Budget Summary - Updated February 8, 2023

Income

	Original Budget	Current Budget	Actual Income To-Date	Notes
Bond Sale	$ 2,100,000.00	$ 2,289,477.00	$ 2,289,477.00	Bond value $2.1M plus premium of $189,477
OSCIM Grant	$ 2,100,000.00	$ 2,100,000.00	$ -	Amount verified with State 1/23; contingent on spending this amount by 3/24
ESSER Funds	$ -	$ 233,120.00	$ -	ESSER II $68,520 (9/23) and ESSER III $164,600 (9/24)
Interest on Bond Proceeds	$ -			Value pending
Additional Funds	$ -	$ 474,500.00	$ 474,500.00	From Facilities budget in General Funds
Totals	**$ 4,200,000.00**	**$ 5,097,097.00**	**$ 2,763,977.00**	

Expenses

	Original Budget	Current Budget	Committed Costs	Paid To-Date	Notes
Construction Cost	$ 4,000,000.00	$ 4,370,000.00	$ 432,838.95	$ 428,799.00	Budget is based on available funds; committed costs are pending updated GMPs.
Design Fees		$ 282,551.00	$ 282,551.00	$ 182,779.00	6.2% of $4M construction budget including expenses; committed costs includes fees for geotech, survey and haz material study paid by Architect.
Consultant Fees		$ 40,000.00	$ 7,154.00	$ 7,154.00	Fees for soil testing and misc consulting paid. Special inspections & commissioning estimated.
Project Management		$ 62,000.00	$ 62,000.00	$ -	IMS not-to-exceed fee.
Permits & Fees		$ 10,000.00	$ 5,507.00	$ 5,507.00	Permit and site plan fee estimates; no SDCs per County.
Furnishings		$ -	$ -	$ -	No budget for VOC building furnishings, equipment, computers, etc. identified yet; may be funded by separate grant.
Other Project Costs		$ 114,861.00	$ 114,861.00	$ 114,861.00	Attorney, bank fees & advertising paid. Builder's risk insurance estimated.
Owner's Contingency		$ 217,685.00	NA	NA	5% of construction for unforeseen costs based on current construction budget.
Totals	**$ 4,000,000.00**	**$ 5,097,097.00**	**$ 904,911.95**	**$ 739,100.00**	

5. District Recognition:
    a. LaHO
        i. Employee - Shirley Koetz
        ii. Students

6. Financials
    a. Monthly Accounts
    b. Supplemental Budget
    c. Budget Calendar 2023-2024
    d. Resolution 23-06

Speaker(s): LaRae Sullivan

ALSEA SCHOOL DISTRICT 7J

P. O. Box B • Alsea, Oregon 97324 • 541-487-4305 • Fax 541-487-4089
www.alsea.k12.or.us

2023-2024 PROPOSED BUDGET CALENDAR

Thursday January 12, 2023	*	Approval of 2023-2024 Budget Calendar Review Open Budget Committee Vacancies
Thursday February 09, 2023	*	Board fills by Appointment all Budget Committee Vacancies
Friday February 24, 2023	*	Staff Budget Requests Due
Friday March 31, 2023	*	Publish Notice of Budget Committee Meeting (5-30 days prior to Budget Meeting) (also publish on website for 10 days prior to meeting)
Tuesday April 18, 2023	*	**Proposed Budget Document Due** (7 days prior to Initial Proposed Budget Meeting)
Tuesday April 25, 2023	*	**Budget Committee Training** (Training at 5:00 p.m.)
Tuesday April 25, 2023	*	**Budget Committee Meeting #1** / Budget Approval (Meeting at 6:00 p.m.)
Friday April 28, 2023	*	Second Publish Notice of Budget Committee Meeting (5-30 days prior to Budget Meeting) (also publish on website for 10 days prior to meeting)
Tuesday May 2, 2023	*	**Budget Committee Meeting #2** / Budget Approval (Meeting at 6:00 p.m.)
Tuesday May 9, 2023	*	Budget Committee Meeting #3 (**only if needed**) / Budget Approval (Meeting at 6:00 p.m.)
Tuesday May 16, 2023	*	Budget Committee Meeting #4 (**only if needed**) / Budget Approval (Meeting at 6:00 p.m.)

Friday May 26, 2023	*	Publish Budget Financial Summary and Notice of Budget Hearing (ORS 294.421 (2)) (5 – 30 days prior to Budget Hearing)
Thursday June 8, 2023 (No later than June 30th 2023)	*	**Public Hearing on Budget before Regular Board Meeting, 6:55 – 7:00pm** Regular Board Meeting, 7:00 pm • Consider public testimony from budget hearing • Adopt Budget • Levy Taxes • Make Appropriations for FY2023-24 Budget
Thursday, June 30, 2023 (No later than July 15th 2023)	*	Submit Notice of Property Tax Levy to County Assessors (ED 50)
Tuesday August 15, 2023	*	Submission of Electronic budget revenues and expenditures to the ODE

Linn Benton Lincoln Education Service District • 905 4th Avenue SE • Albany, Oregon 97321 • Phone: 541-812-2600 • Fax: 541-926-6047 • www.lblesd.k12.or.us

MEMORANDUM

February 9, 2023

TO: Alsea School District Board of Directors
FROM: LaRae Sullivan, LBL-ESD Assistant Business Manager
RE: January 31st, 2023 Financial Statements

Board Members,

Attached you will find the 2022-23 financial statements through January 31st, 2023. These statements include the General Fund Statement of Revenues Budget vs. Actual, General Fund Statement of Expenditures Budget vs. Actual, and total Appropriations for the year.

The General Fund statements include the actual revenues and expenditures from July 1, 2022 through January 31st, 2023. The estimated General Fund Ending Fund Balance is $2,335,110. Unappropriated Ending Fund Balance make up $1,341,734 of the Fund Balance total.

This is projected with expenditure appropriations **estimated** based average for remaining months.

Items to consider still:

- Maintenance of Effort
- State School Fund (SSF) variable for May State reconciliation for past years
- Loss or Gain of Enrollment

At this time there has been an estimate of 9.9 billion biennium proposal by the Oregon Governor's budget for additional funds being released to the State School fund for next fiscal year. This has historically been based a 49/51 split over the next two fiscal years.

All of Alsea School District 7J investments are held in the Local Government Investment Pool. Investments total $4,032,746.28 and are yielding an annualized interest rate of 3.37% through January 31st, 2023.

Enrollment: **Please remember enrollment could change on a daily basis. These numbers are as of: 02/01/2023**

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
In Building														
As of 02/01/23	18	16	15	22	22	16	18	15	21	12	15	20	20	230
Learn at Home Oregon														
As of 02/01/23	38	44	23	24	21	13	25	41	23	0	0	0	0	252

Total Enrollment for all schools equals 482 for the month of January 2023. This is a decrease of 43 students, with 13 from In Building, and 30 from Learn at Home.

Please let me know if you have any questions or concerns regarding these statements.

Tonja Everest Superintendent | Frank Bricker Board Member | Miriam Cummins Board Member | David Dunsdon Board Member | Roger Irvin Board Member | Amy Vetor Board Member | Jean Wooten Board Member | Penny York Board Member

History

ODE 5/3/2020	ODE 5/1/2021	ODE 5/6/2022	ODE 5/6/2022		Adjusted for Current Projections	ESTIMATES		ESTIMATES	
2018-2019	**2019-2020**	**2020-2021**	**2021-2022**	**Statewide Estimates**	**2022-2023**	**2023-2024**	**2024-2025**	**2023-2024**	**2024-2025**
$8,200,000,000	$8,996,000,000	$8,996,000,000	$9,296,000,000	Budget Appropriation	$9,296,000,000	$9,900,000,000	$9,900,000,000	$10,300,000,000	$10,300,000,000
50%	49%	51%	49%	Revenue Split	51%	49%	51%	49%	51%
$4,100,000,000	$4,408,040,000	$4,587,960,000	$4,555,040,000	Gross State Revenue	$4,740,960,000	$4,851,000,000	$5,049,000,000	$5,047,000,000	$5,253,000,000
$1.766122983	$1.871529405	$1.945222853	$2.019937315	School District Funding Ratio	$2.097754144	$2.133107705	$2.218391802	$2.193912664	$2.281678596
2018-2019	**2019-2020**	**2020-2021**	**2021-2022**	**District Estimates**	**2022-2023**	**2023-2024**	**2024-2025**	**2023-2024**	**2024-2025**
465.87	465.87	959.63	1,116.40	District Extended ADMw	1,116.40	615.00	595.00	615.00	595.00
$517,017	$781,055	$792,566	$588,000	Transportation Grant	$770,000	$840,000	$890,000	$840,000	$890,000
(1.11)	(0.80)	(6.31)	(6.31)	District Teacher Experience Factor #	(6.31)	(6.31)	(6.31)	(6.31)	(6.31)
2018-2019	**2019-2020**	**2020-2021**	**2021-2022**		**2022-2023**	**2023-2024**	**2024-2025**	**2023-2024**	**2024-2025**
$3,679,696	$3,906,066	$8,105,676	$9,792,009	General Purpose Grant	$10,169,257	$5,696,429	$5,731,523	$5,858,808	$5,895,033
$4,196,713	$4,687,121	$8,898,241	$10,380,009	Total Formula	$10,939,257	$6,536,429	$6,621,523	$6,698,808	$6,785,033
$3,736,922	$4,225,551	$8,425,066	$9,911,300	SSF Grant Calculation	$10,396,757	$5,973,929	$6,039,023	$6,136,308	$6,202,533
				**This loss with PT and other Local Rev. Estimated		($4,402,828)	$85,094	($4,240,449)	$86,225

Alsea School District 7J
General Fund: Statement of Revenue Budget Vs. Actual
For the Fiscal Year 2022-2023
As of 01/31/2023

Source	Adopted 2022-23 Budget	Actual MTD Rev. 7/1/2022	Actual MTD Rev. 8/31/2022	Actual MTD Rev. 9/30/2022	Actual MTD Rev. 10/31/2022	Actual MTD Rev. 11/30/2022	Actual MTD Rev. 12/31/2022	Actual MTD Rev. 1/31/2023	Actual YTD Rev. 1/31/2023	Projected through 6/30/2023	Total Estimated 2022-2023	(Over)/Under Budget
SSF Funding												
1111 Current Year Property Taxes	$ 450,000	-	-	557	466	444,911	12,384	4,567	**462,885**	6,240	$ 469,125	$ (19,125)
1112 Prior Year's Property Taxes	1,500	-	-	173	198	59	(135)	297	**591**	309	$ 900	600
1190 Pentalties & Interest	1,000	-	-	75	76	147	210	53	**561**	439	$ 1,000	-
2101 County School Funds	2,500	-	-	-	-	-	-	-	**-**	2,500	$ 2,500	-
3101 State School Support Funds	10,531,799	1,749,472	874,211	874,211	874,211	874,211	864,890	864,890	**6,976,096**	3,406,735	$ 10,382,831	148,968
3101 SSF- High Cost Disability Payment	-	-	-	-	-	-	-	-	**-**	-	$ -	-
3101 SSF- May Adjustment	-									-	$ -	-
3103 Common School Fund	26,000	-	-	-	-	-	-	-	**-**	63,817	$ 63,817	(37,817)
Total SSF Funding	**11,012,799**	1,749,472	874,211	875,016	874,951	1,319,327	877,349	869,807	**7,440,133**	**3,480,039**	**10,920,173**	**92,626**
Non State School Support Formula Sources												
Local Sources												
1412 Transportation Fees from Other Dist.	-	-	-	-	-	-	-	-	**-**	55,000	$ 55,000	(55,000)
1510 Interest on Investments/Taxes	25,000	3,609	5,427	5,617	6,666	8,684	10,270	11,955	**52,227**	(7,227)	$ 45,000	(20,000)
1710 Admissions	-	-	-	-	1,016	(1,016)	-	1,532	**1,532**	68	$ 1,600	(1,600)
1920 Donations from Private Sources	1,000	-	-	1,000	100	-	-	2,000	**3,100**	1,400	$ 4,500	(3,500)
1940 Services Provided to Other Ed.- General	35,000	-	-	-	-	-	-	-	**-**	-	$ -	35,000
1940 Services Provided to Other Ed.- KVCS		-	-	14,743	13,507	-	-	-	**28,250**	33,910	$ 62,160	(62,160)
1940 Services Provided to Other Ed.- WLA		-	-	-	-	14,325	-	-	**14,325**	62,675	$ 77,000	(77,000)
1960 Recovery of Prior Year Exp.	-	-	-	-	-	-	-	-	**-**	-	$ -	-
1980 Fees Charged to Grants	4,000	-	-	-	5,076	-	-	-	**5,076**	3,924	$ 9,000	(5,000)
1990 Miscellaneous Local Revenue	15,000	987	-	863	4,895	9,395	2,657	9,210	**28,007**	24,993	$ 53,000	(38,000)
1991 Misc. Erate	-	-	-	-	-	-	-	-	**-**	-	$ -	-
2102 Education Service District Resources	5,000	-	-	-	-	-	-	-	**-**	5,000	$ 5,000	-
2199 Other Intermediate Source	-	-	-	-	-	-	-	-	**-**	-	$ -	-
Total Non Formula Local Sources	**85,000**	4,595	5,427	22,223	31,260	31,388	12,927	24,698	**132,518**	**209,742**	**342,260**	**(257,260)**
State/Federal Sources												
3199 Other Grants-In-Aid	-	-	-	-	-	-	-	-	**-**	-	-	-
3203 Special Ed	5,000	-	-	-	-	-	-	-	**-**	5,000	5,000	-
Total State/Federal Sources	**5,000**	-	-	-	-	-	-	-	**-**	**5,000**	**5,000**	**-**
Other Sources												
5160 Lease Purchase	-	-	-	-	-	-	-	-	**-**	-	-	-
5300 Sale/Loss of Fixed Assets	5,000	-	-	-	-	-	-	-	**-**	-	-	5,000
5400 Beginning Fund Balance	1,800,000	1,143,699							**1,143,699**	-	1,143,699	656,301
Total Other Sources	**1,805,000**	1,143,699	-	-	-	-	-	-	**1,143,699**	**-**	**1,143,699**	**661,301**
Total Non SSF Revenue	**1,895,000**	1,148,294	5,427	22,223	31,260	31,388	12,927	24,698	**1,276,217** -	**214,742** -	**1,490,959**	**404,041**
Total Resources	**$ 12,907,799**	2,897,766	879,638	897,240	906,211	1,350,715	890,276	894,505	**8,716,351**	**$ 3,694,781**	**$ 12,411,132**	**$ 496,667**
									Less Estimated Requirements		$ (10,076,022)	
									Estimated Ending Fund Balance		***$ 2,335,110***	
									Less UEFB		$ 1,341,734	
									Estimated Ending Fund Balance		$ 993,376	

2/7/2023

Alsea School District 7J
General Fund: Statement of Expenditures Budget Vs. Actual
For the Fiscal Year 2022-2023
As of 01/31/2023

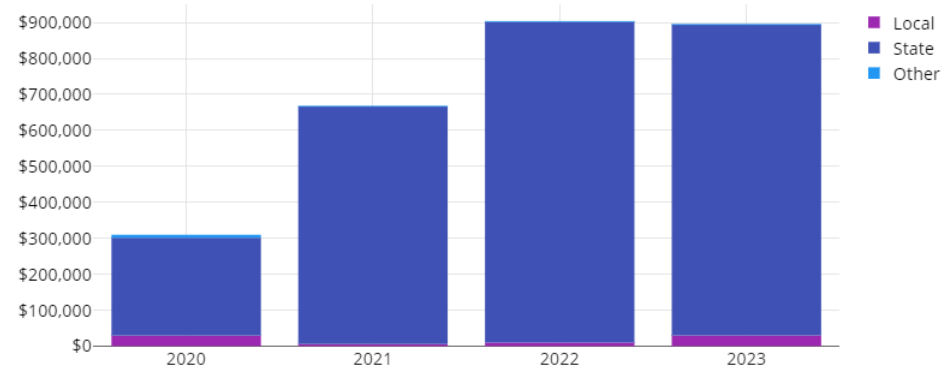
Function	Adopted 2022-23 Budget	Actual MTD Exp. 7/1/2022	Actual MTD Exp. 8/31/2022	Actual MTD Exp. 9/30/2022	Actual MTD Exp. 10/31/2022	Actual MTD Exp. 11/30/2022	Actual MTD Exp. 12/31/2022	Actual MTD Exp. 1/31/2023	Actual YTD Exp. 1/31/2023	Projected through 6/30/2023	Total Estimated 2022-2023	(Over)/ Under Budget	% Committed	Total Actuals YTD* 6/30/2022	Adopted 2021-22 Budget
Instruction															
1111 Elementary, K-6	1,777,633	24,060	14,268	144,127	104,315	129,471	120,588	116,971	653,799	830,524	1,484,324	293,309	83.50%	1,777,484	2,026,282
1112 Learn at Home (LAHO)	-	-	-	-	-	-	-	-	-	-	-	-	0.00%	4,079	-
1113 Elementary Extracurricular	17,443	-	-	-	-	-	-	1,850	1,850	1,638	3,489	13,954	20.00%	9,505	-
1121 Middle/Junior High Programs	734,134	5,289	5,614	56,847	68,480	59,760	63,711	54,092	313,792	420,342	734,134	-	100.00%	713,180	715,357
1122 Middle/Junior High School Extracurricular	24,371	-	83	2,712	4,964	4,308	2,087	1,872	16,026	15,657	31,682	(7,311)	130.00%	16,680	40,051
1131 High School Programs	515,653	6,670	16,282	76,593	47,193	50,507	49,107	44,067	290,419	379,930	670,349	(154,696)	130.00%	558,393	577,238
1132 High School Extracurricular	109,764	3,193	8,866	16,372	11,918	18,251	12,965	15,245	86,809	77,837	164,646	(54,882)	150.00%	123,459	114,943
1140 Pre-K	14,826	213	60	60	-	120	-	60	512	377	890	13,936	6.00%	13,403	217
1210 Programs for the Talented and Gifted	21,831	2,704	2,704	5,409	6,034	6,351	5,721	5,737	34,660	31,051	65,711	(43,880)	301.00%	12,434	109
1250 Programs for Students w/Severe Disabilities	1,457,424	39,126	39,054	108,880	85,687	95,321	90,099	83,210	541,377	668,285	1,209,662	247,762	83.00%	1,268,978	1,309,845
1280 District Alternative Programs	49,288	-	799	-	-	-	-	-	799	187	986	48,302	2.00%	62,209	101,503
1288 Charter School Payments	900,000	-	310,000	1,500	40,000	80,000	40,592	66,260	538,352	109,648	648,000	252,000	72.00%	1,621,500	1,659,200
1291 ELL	92,746	319	-	7,506	8,433	7,608	7,575	7,543	38,985	53,761	92,746	-	100.00%	54,431	-
Total Instruction	**5,715,113**	**81,574**	**397,730**	**420,006**	**377,023**	**451,696**	**392,444**	**396,907**	**2,517,381**	**2,589,237**	**5,106,618**	**608,495**		**6,235,735**	**6,544,745**
Support Services															
2113 Family Support Liaison	56,254	-	-	65	65	467	776	65	65	1,502	749	2,250	54,004	4.00%	54,323	106,925
2114 Staff Accounting Services	134,066	-	22,404	28,610	32,760	23,254	22,104	29,129	22,162	180,424	80,675	261,099	(127,033)	194.75%	279,106	275,000
2120 Guidance Services	111,172	-	-	-	-	-	-	-	-	-	556	556	110,616	0.50%	-	113,449
2122 Guidance Services	-	-	-	2,938	(1,156)	890	890	893	4,455	(4,455)	(0)	0	0.00%	-	-
2134 Nurse Services	-	-	-	1,758	1,578	906	732	516	5,490	9,510	15,000	(15,000)	0.00%	-	-
2142 Psychological Testing Services	40,000	-	-	3,251	-	7,346	8,069	221	18,886	13,114	32,000	8,000	80.00%	-	
2150 Speech Pathology and Audiology Services	-	-	-	7,119	7,118	7,117	7,117	7,141	35,612	55,612	91,223	(91,223)	0.00%	-	-
2152 Speech Pathology Services	49,809	-	5,864	597	3,534	-	3,671	10,915	24,581	30,209	54,790	(4,981)	110.00%	161,944	204,768
2160 Other Student Treatment Services	14,000	-	2,362	-	1,919	-	2,730	7,234	14,245	15,855	30,100	(16,100)	215.00%	17,771	-
2190 Service Direction, Student Support Services	260,933	2,890	-	13,161	14,593	11,738	11,288	11,402	65,072	91,488	156,560	104,373	60.00%	88,807	100,128
2222 Library/Media Center	1,250	-	-	-	74	-	-	-	74	-	74	1,176	5.92%	-	39,106
2230 Assessment and Testing	-	-	-	1,245	1,093	888	888	890	5,003	6,997	12,000	(12,000)	0.00%		
2240 Staff Development	1,000	-	-	-	-	2,370	-	-	2,370	630	3,000	(2,000)	300.00%	34,426	1,063
2310 Board of Education	180,750	6,586	10,754	24,393	10,251	23,821	(11,542)	5,901	70,165	92,510	162,675	18,075	90.00%	172,584	163,450
2321 Office of the Superintendent Services	373,103	26,436	28,855	39,952	25,644	25,951	25,852	25,878	198,568	137,224	335,793	37,310	90.00%	340,042	350,574
2410 Office of the Principal Services	1,046,124	53,739	87,330	151,142	104,907	54,016	53,606	49,627	554,368	272,070	826,438	219,686	79.00%	1,234,165	1,269,651
2520 Fiscal Services	484,103	39,584	32,600	43,319	23,910	23,956	23,625	9,961	196,955	248,420	445,375	38,728	92.00%	440,450	394,773
2540 Operation & Maintenance of Plant	647,012	96,188	63,956	56,528	34,676	54,574	35,027	43,628	384,577	230,084	614,661	32,351	95.00%	679,074	697,202
2543 Care and Upkeep of Grounds	-	-	121	-	417	-	-	-	538	-	538	(538)	0.00%	-	
2544 Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	0.00%	12,654	6,553
2550 Student Transportation Services-Alsea	683,498	35,342	29,824	64,553	63,089	65,120	57,627	39,396	358,076	291,247	649,323	34,175	95.00%	682,712	636,820
2550 Student Transportation Services-KV	365,650	14,299	8,108	24,795	36,053	25,492	27,488	30,140	166,374	144,428	310,803	54,848	85.00%	299,815	371,241
2550 Student Transportation Services-WLA	410,215	13,732	7,616	32,071	46,643	31,491	27,754	37,207	196,514	184,986	381,500	28,715	93.00%	353,841	319,550
2558 Special Ed Transportation Services	54,103	1	-	1,094	3,176	2,127	-	431	6,829	3,991	10,821	43,282	20.00%	15,304	11,267
2572 Purchasing Services	-	-	-	-	-	-	-	-	-	-	-	-	0.00%	-	17,109
2660 Technology	267,915	7,576	12,197	10,303	7,130	34,852	4,047	8,187	84,292	65,740	150,032	117,883	56.00%	420,892	295,464
Total Support Services	5,180,957	318,777	318,262	511,040	408,369	395,537	308,062	311,795	2,574,968	1,971,641	4,546,609	634,347		5,287,909	5,374,093
Other Requirements													-		
5110 Long-Term Debt Service	19,995	0	0	19,995	0	0	0	0	19,995	-	19,995	$ 0	100.00%	141,278	151,499
5200 Transfers of Funds	530,000	0	0	0	0	0	400,000	0	400,000	2,800	402,800	127,200	76.00%	281,500	281,500
6000 Contingency	120,000	0	0	0	0	0	0	0	0	-	-	120,000	0.00%	-	93,755
Total Other Requirements	**669,995**	-	-	19,995	-	-	400,000	-	419,995	2,800	422,795	247,200		422,778	526,754
Total Requirements	**$ 11,566,065**	**$ 400,351**	**$ 715,992**	**$ 951,041**	**$ 785,392**	**$ 847,233**	**$ 1,100,507**	**$ 708,702**	**$ 5,512,344**	**$ 4,563,678**	**$ 10,076,022**	**$ 1,490,043**		**11,946,422**	**$ 12,445,592**

Alsea School District 7J
YTD Appropriations - General Fund
For the Fiscal Year 2022-2023
As of 01/31/2023

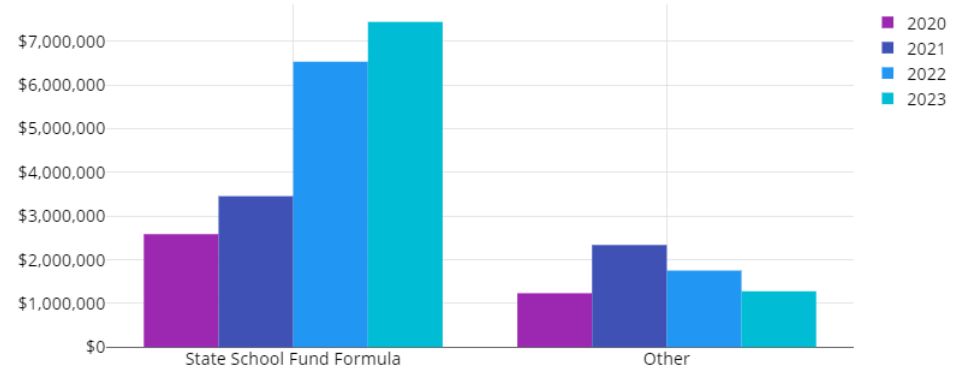
Fund	Appropriations	Resolutions	YTD	Encumbrances	Totals	(Over)/Under Budget
General Fund, 100						
1000 Instruction	$ 5,715,113	$ -	$ 2,517,381	$ 2,589,237	$ 5,106,618	$ 608,495
2000 Support Services	$ 5,180,957	$ -	$ 2,574,968	$ 1,971,641	$ 4,546,609	$ 634,347
5100 Debt Service	$ 19,995	$ -	$ 19,995	$ -	$ 19,995	$ 0
5200 Transfers	$ 530,000	$ -	$ 400,000	$ 2,800	$ 402,800	$ 127,200
6000 Contigency	$ 120,000	$ -	$ -	$ -	$ -	$ 120,000
Sub Totals	**$ 11,566,065**	**$ -**	**$ 5,512,344**	**$ 4,563,678**	**$ 10,076,022**	**$ 1,490,043**
Totals	**$ 11,566,065**	**$ -**	**$ 5,512,344**	**$ 4,563,678**	**$ 10,076,022**	**$ 1,490,043**

2022-2023 Alsea SD 7J | General Fund Monthly Revenue Overview

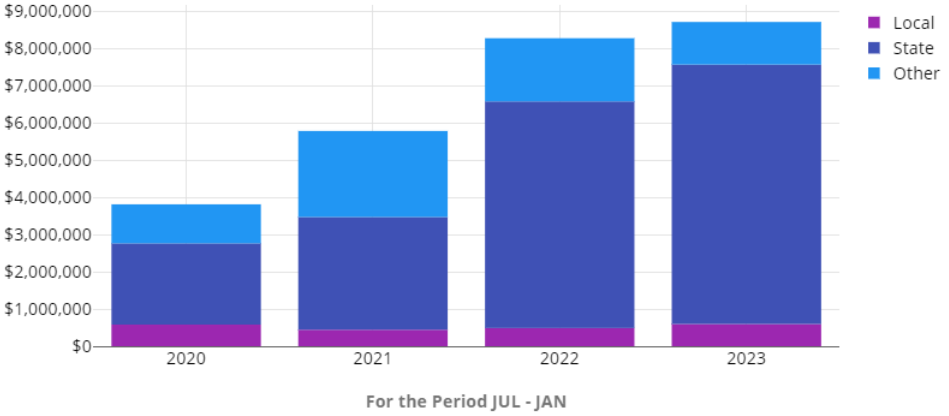
General Fund Historical Revenues for Current Month



General Fund Year to Date Revenues



General Fund Year to Date Revenues by Source

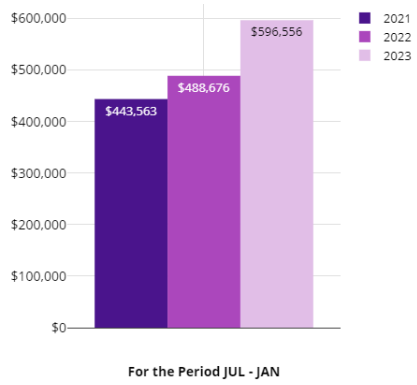


Source Level 1	For the Period JUL - JAN			
	2020	2021	2022	2023
	YTD Amount	YTD Amount	YTD Amount	YTD Amount
1000-1999 Local Sources	$581,210	$443,563	$488,676	$596,556
2000-2999 Intermediate Sources	$8,268	$13,517	$2,095	$0
3000-3999 State Sources	$2,185,286	$3,030,069	$6,092,637	$6,976,096
5000-5999 Other Sources	$1,039,793	$2,300,055	$1,696,388	$1,143,699

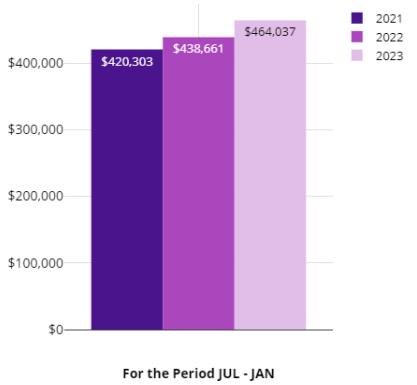
2022-2023 Alsea SD 7J | General Fund Overview - Revenue

YTD Local Sources	YTD State Sources	YTD All Sources (except 5400s)
112.03% of Budget	66.04% of Budget	68.17% of Budget
Prior Year YTD: 82.45% of Actuals	Prior Year YTD: 56.44% of Actuals	Prior Year YTD: 57.77% of Actuals

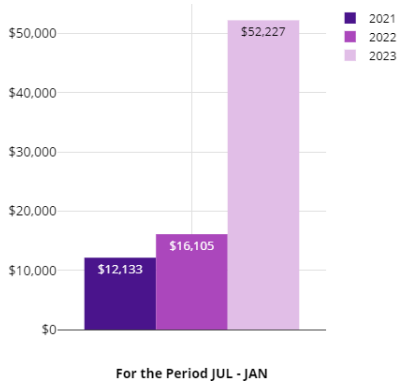
Local Sources (1000s)



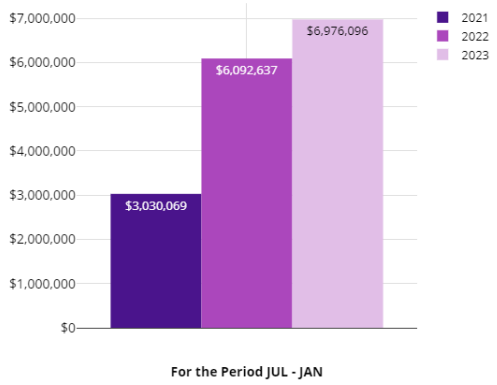
Property Taxes (1100s)



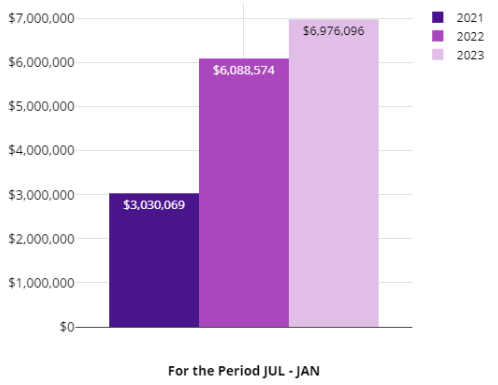
Interest Earnings (1500s)



State Sources (3000s)

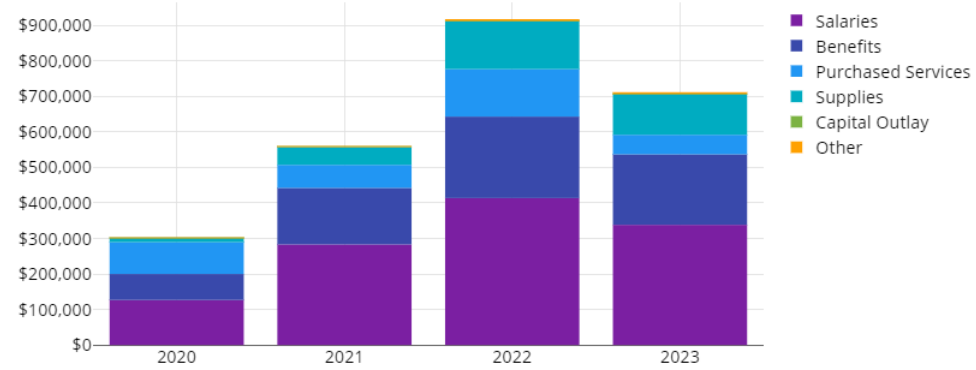


State School Fund (3101)



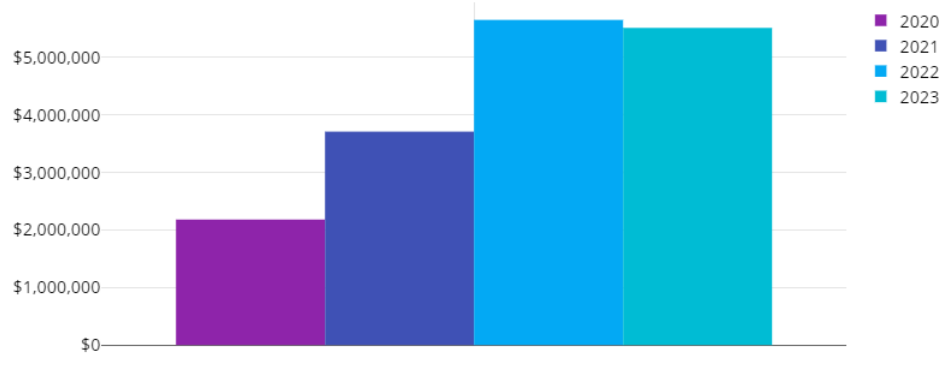
2022-2023 Alsea SD 7J | General Fund Monthly Expenditure Overview

General Fund Historical Expenses for Current Month



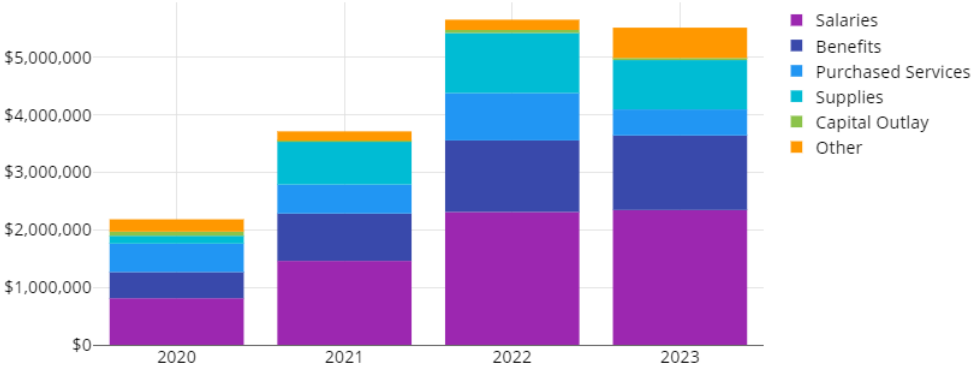
For the Month Ending - JAN

General Fund Year to Date Expenses



For the Period JUL - JAN

General Fund Year to Date Expenses by Object



For the Period JUL - JAN

Object Level 1	For the Period JUL - JAN			
	2020	2021	2022	2023
	YTD Amount	YTD Amount	YTD Amount	YTD Amount
Salaries	$810,071	$1,459,300	$2,309,578	$2,342,703
Benefits	$454,982	$822,863	$1,242,721	$1,295,641
Purchased Services	$494,254	$504,121	$823,418	$453,477
Supplies	$135,985	$748,833	$1,044,356	$856,929
Capital Outlay	$71,848	$12,190	$52,357	$36,858
Other	$214,221	$162,349	$178,560	$526,735

2022-2023 Alsea SD 7J | General Fund Overview - Expense

YTD Salary and Benefits

43.28% of Budget

Prior Year YTD: 46.63% of Actuals

YTD Purchased Services

48.80% of Budget

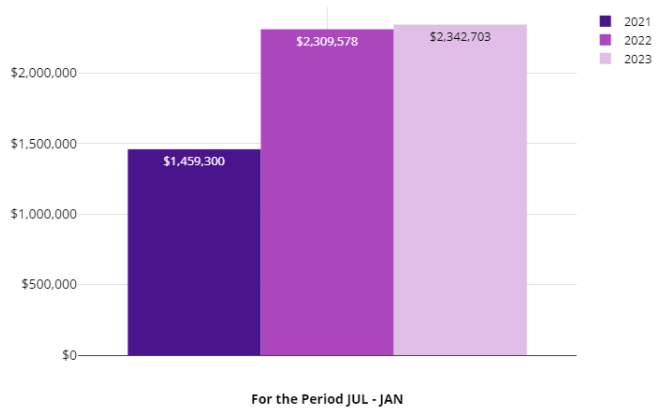
Prior Year YTD: 39.31% of Actuals

YTD Other Expenses

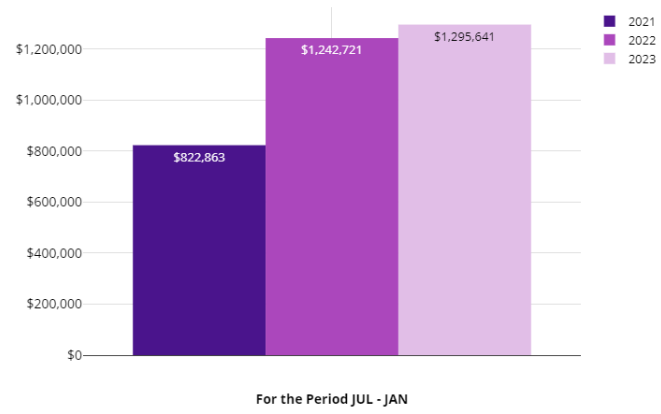
67.31% of Budget

Prior Year YTD: 57.03% of Actuals

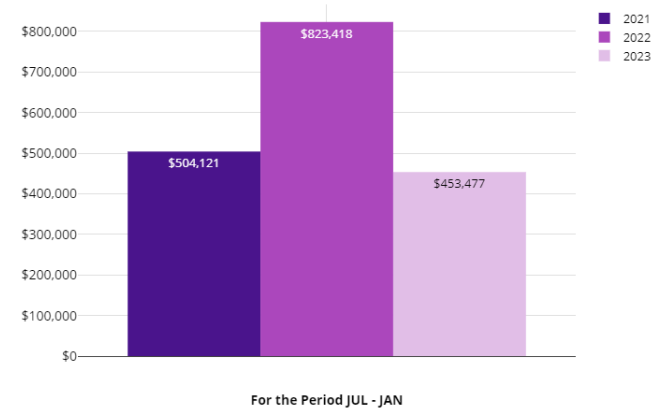
Salaries (100s)



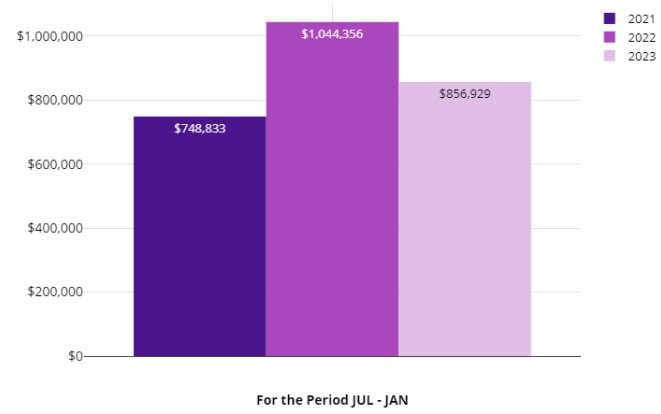
Benefits (200s)



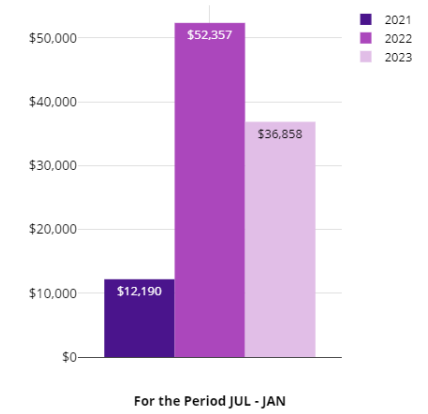
Purchased Services (300s)



Supplies (400s)

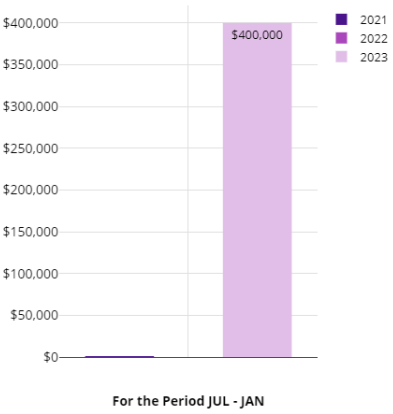


Capital Outlay (500s)



Other Objects (600s)

Transfers (700s)



Budget Committee Members
Fiscal Year 2022-2023

School Board Members	Term End
Linda Montanez (Chair)	6 30 2023
Risteen Follett (Vice Chair)	6 30 2025
Debra Lindberg	6 30 2025
Ryan VanLeuven	6 30 2023
Robert Webb	6 30 2023

Budget Committee Members	Term End
Sara Cash	2023
Kimberly Lanning	2024
Terry Lundford	2023
Joni Olsen	2024
Kenny Vogler	2024

STUDENT BODY ACCOUNTS

	Account Code	Program	Balance
ELEMENTARY	259.1113.xxxx.006.000.301	5th/6th Grade	$ 82.74
	259.1113.xxxx.006.000.315	Elementary Field Trip	$ -
	259.1113.xxxx.006.000.305	Elementary PE	$ 618.87
	259.1113.xxxx.006.000.310	Elementary Reading (Jog-a-Thon) *- Kindergarten $2,123.18* *- 1st Grade $911.72* *- 2nd Grade $649.64* *- 3rd Grade $715.62* *- 4th Grade $2,143.95* *- 5th Grade $673.47*	$ 7,217.58
	259.1113.xxxx.006.000.320	Forest Camp	$ 20.78
	259.1113.xxxx.006.000.325	Kindergarten	$ 181.02
MS	259.1122.xxxx.005.000.501	Middle School	$ 441.21
HIGH SCHOOL	259.1132.xxxx.007.000.466	Class of 2023	$ 406.22
	259.1132.xxxx.007.000.467	Class of 2024	$ 1,842.42
	259.1132.xxxx.007.000.469	Class of 2025	$ -
	259.1132.xxxx.007.000.404	Culinary Arts	$ 147.18
	259.1132.xxxx.007.000.316	HS Field Trip Fund	$ -
	259.1132.xxxx.007.000.406	Honor Society	$ 23.18
	259.1132.xxxx.007.000.407	Horticulture	$ 1,125.10
	259.1132.xxxx.007.000.410	Forestry	$ (364.30)
	259.1132.xxxx.007.000.409	Shop	$ 639.25
ATHLETICS	259.1132.xxxx.007.000.423	HS Baseball	$ 1,225.87
	259.1132.xxxx.007.000.424	HS Boys Basketball	$ 209.41
	259.1132.xxxx.007.000.427	MS & HS Girls Basketball	$ 2,488.65
	259.1132.xxxx.007.000.425	HS Cheer	$ -
	259.1132.xxxx.007.000.426	HS Football	$ 3,221.26
	259.1132.xxxx.007.000.428	HS Track	$ 305.90
	259.1132.xxxx.007.000.429	HS Volleyball	$ 2,693.45
	259.1132.xxxx.007.000.430	HS Wrestling	$ 1,170.05
	259.1132.xxxx.007.000.431	Wolverine Athletic Fund	$ 4,475.90
MISC PROGRAMS	259.xxxx.xxxx.00x.000.297	AIM	$ 500.00
	259.1132.xxxx.007.000.401	Annual (yearbook)	$ (885.99)
	259.1132.xxxx.007.000.402	Art	$ 434.21
	259.1132.xxxx.007.000.416	District/General Fund Raising	$ 1,003.14
	259.1132.xxxx.007.000.422	Gate Receipts	$ -
	259.1132.xxxx.007.000.468	Kingfisher	$ 202.00
	259.1132.xxxx.007.000.403	Leadership/Student Council	$ (2,991.78)
	259.1113.xxxx.006.000.330	Library	$ 991.25
	259.1132.xxxx.007.000.408	Music/Drama	$ 183.88
	259.1113.xxxx.006.000.298	PBIS/PTO	$ 35.61
	259.1113.xxxx.006.000.335	TAG	$ 240.00
	259.1113.xxxx.006.000.340	Technology for a Cause	$ 166.08
SCHOLARSHIP	259.1132.xxxx.007.000.450	Memorial Mr. Nick	$ 1,073.00
	259.1132.xxxx.007.000.451	Memorial Sport	$ 339.50
	259.1132.xxxx.007.000.452	Memorial Tyson Schreiber	$ 6,565.55
	259.1132.xxxx.007.000.453	Memorial Samantha Hendrix	$ 1,000.00
	259.1132.xxxx.007.000.454	Alsea Education Association Scholarship	$ -
	As of 1/31/23	**TOTAL**	**$ 37,028.19**

ALSEA SCHOOL DISTRICT 7J

PO Box B Alsea, Oregon 97324
541.487.4305 Fax 541.487.4089

RESOLUTION 23-06
RESOLUTION TO ADOPT SUPPLEMENTAL BUDGET

WHEREAS, after the close of FY21-22, the District's did not have a function level created for "Other Uses" to be used for "Debt Service" in the Special Revenue funds for appropriation and;

WHEREAS, the District will also create transfer appropriation between function levels. This is from "Support Services" to "Other Uses" within the bus replacement fund to create additional spending authority for Bus Replacement Debt Service and;

WHEREAS, the District did not anticipate the additional resources from the Oregon State Department of Environmental Quality (DEQ) for capital bus replacements fund when the FY22-23 budget was proposed and approved and;

WHEREAS, Oregon Revised Statute 294.480 allows for the recognition of unforeseen additional revenue and expenditures after the adoption and appropriation of a supplemental budget;

NOW THEREFORE, be it resolved that the Board of Directors creates spending authority in the Special Revenue funds under the function for "Other Uses" for use in debt service, create a transfer between the "Support Service" function to "Other Uses" function, and accept additional resources for a restricted use Oregon State DEQ grant in the amounts as indicated below:

Resources

Special Revenue Funds (Fund 200)	
Fund (290) Bus Replacement Fund	
Other State Restricted Grants-In-Aid (3299)	$151,648

Expenditures

Special Revenue Funds (Fund 200)	
Fund (290) Bus Replacement Fund	
Function 5100 – Debt Service	$175,000
LESS: Function 2000 – Support Services	($ 23,352)
Total	$151,648

PASSED AND ADOPTED at a regular meeting of the Board of Directors of Alsea School District 7J on the **9th** day of **February, 2023** by the following vote:

AYES:_____ NAYS:_____ ABSENT:_____ ABSTAIN:_____

Risteen Follett, Chair Board of Directors

Sean Gallagher, Superintendent

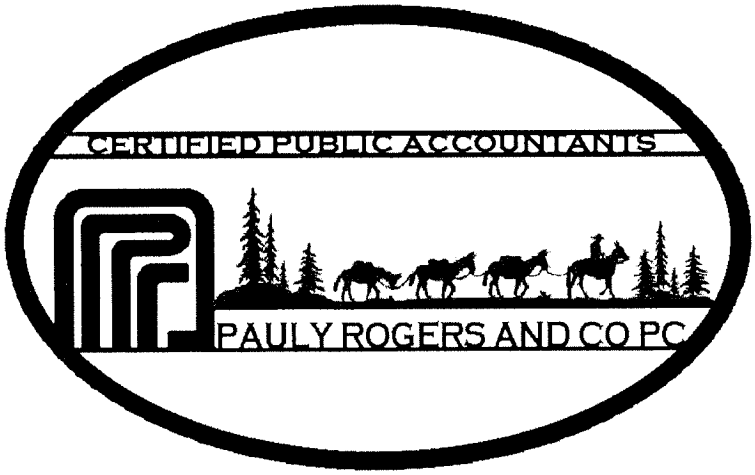
ATTEST:

Lora Nickle, Interim Executive Assistant

ALSEA SCHOOL DISTRICT
BENTON COUNTY, OREGON

FINANCIAL REPORT

FOR THE YEAR ENDED JUNE 30, 2022



12700 SW 72nd Ave.
Tigard, OR 97223

ALSEA SCHOOL DISTRICT
BENTON COUNTY, OREGON

2021-22

FINANCIAL REPORT

*****

ALSEA SCHOOL DISTRICT
BENTON COUNTY, OREGON

BOARD OF EDUCATION	TERM EXPIRES
Linda Montanez, Chair	June 30, 2023
Risteen Follett, Co-Chair	June 30, 2025
Debra Lindberg	June 30, 2025
Ryan Vanleuven	June 30, 2023
Robert Webb	June 30, 2023

All Board members receive mail at address below.

ADMINISTRATION

Sean Gallagher, Acting Superintendent
LaRae Sullivan, Business Manager

Alsea School District
301 South 3rd Street
Alsea, OR 97324

ALSEA SCHOOL DISTRICT
BENTON COUNTY, OREGON

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ALSEA SCHOOL DISTRICT
BENTON COUNTY, OREGON

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PAULY, ROGERS AND CO., P.C.
12700 SW 72nd Ave. ♦ Tigard, OR 97223
(503) 620-2632 ♦ (503) 684-7523 FAX
www.paulyrogersandcocpas.com

December 30, 2022

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Alsea School District 7J
Lane County, Oregon

Qualified and Unmodified Opinions

We have audited the accompanying basic financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Alsea School District, as of and for the year ended June 30, 2022, and the related notes to the basic financial statements, which collectively comprise the basic financial statements as listed in the table of contents.

Qualified Opinion on the Governmental Activities

In our opinion, except for the effects of the matter described in the Basis for Qualified and Unmodified Opinions section of our report, the basic financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities of Alsea School District, as of June 30, 2022, and the changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Unmodified Opinion on Each Major Fund and the Aggregate Remaining Fund Information

In our opinion, the basic governmental financial statements referred to above present fairly, in all material respects, the respective financial position of each major fund and the aggregate remaining fund information of Alsea School District, as of June 30, 2022, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Qualified and Unmodified Opinions

We conducted our audit in accordance with the auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Basic Financial Statements section of our report. We are required to be independent of Alsea School District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Matter Giving Rise to the Qualified Opinion on the Governmental Activities

Management has not obtained an actuarial valuation of the post-employment benefit obligation related to the implicit healthcare subsidy in accordance with GASB 75, Accounting and Financial Reporting for Postemployment Benefits Other than Pensions. Accounting principles generally accepted in the United States of America require that actuarially determined annual required contributions related to postemployment benefits, other than retirement benefits, attributable to employee services already rendered be recorded as expenses as employees earn the benefits, which, if not funded, would increase the liabilities, reduce the net position, and change the expenses of the governmental activities. The amount by which this departure would affect net position, liabilities and expenses of the governmental activities is not reasonably determinable.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Alsea School District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Alsea School District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Alsea School District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the required supplementary information, as listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, except for the budgetary statements listed as required supplementary information in the table of contents.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The supplementary information, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements. The supplementary information, as listed in the table of contents, is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information, as listed in the table of contents, is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the other information, as listed in the table of contents, and the listing of board members containing their term expiration dates, located before the table of contents, but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Report on Other Legal and Regulatory Requirements

In accordance with Minimum Standards for Audits of Oregon Municipal Corporations, we have issued our report dated December 30, 2022, on our consideration of compliance with certain provisions of laws and regulations, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules. The purpose of that report is to describe the scope of our testing of compliance and the results of that testing and not to provide an opinion on compliance.

Roy R Rogers

Roy R. Rogers, CPA
PAULY, ROGERS AND CO.

ALSEA SCHOOL DISTRICT
BENTON COUNTY, OREGON

BASIC FINANCIAL STATEMENTS

ALSEA SCHOOL DISTRICT
BENTON COUNTY, OREGON

STATEMENT OF NET POSITION
June 30, 2022

	Governmental Activities
Assets	
Cash and cash equivalents	$ 3,444,028
Taxes receivable	10,912
Accounts receivable	65,644
Grants receivable	343,472
Net OPEB Asset - RHIA	66,063
Capital assets, net of depreciation	2,314,586
Total Assets	6,244,705
Deferred Outflows of Resources	
Deferred Outflows - RHIA	1,300
Net Pension Related Deferrals - PERS	2,875,102
Total Assets and Deferred Outflows of Resources	9,121,107
Liabilities	
Accounts payable	400,895
Payroll liabilities	504,170
Accrued Interest	12,070
Accrued compensated absences	65,813
Current Portion, Long-term Obligations:	
Due within one year	197,089
Long-term Obligations:	
Due in more than one year	2,375,509
Premium on Bond	181,582
Proportionate Share of Net Pension Liability- PERS	1,973,359
Total liabilities	5,710,487
Deferred Inflows of Resources	
Deferred Inflows - RHIA	24,834
Net Pension Related Deferrals - PERS	1,689,074
Total Liabilities and Deferred Inflows of Resources	7,424,395
Net Position	
Net Investment in Capital Assets	(258,012)
Restricted for:	
Special Revenue	817,567
Student Body	32,575
Debt Service	29,438
Capital Projects	2,001,957
Restricted for Net OPEB Asset - RHIA	66,063
Unrestricted	(2,994,833)
Total Net Position	$ 1,696,712

See accompanying notes to basic financial statements.

ALSEA SCHOOL DISTRICT
BENTON COUNTY, OREGON

STATEMENT OF ACTIVITIES
For The Year Ended June 30, 2022

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Governmental Activities
Instruction	$ 6,585,055	$ -	$ 716,371	$ (5,868,684)
Support Services	5,128,093	-	274,383	(4,853,710)
Community Services	274,952	-	5,370	(269,582)
Facilities Acquisitions & Construction	(36,836)	-	-	36,836
Interest on long-term debt	219,243	-	-	(219,243)
Total governmental activities	$ 12,170,507	$ -	$ 996,124	$ (11,174,383)
General Revenues				
Property taxes - General				467,188
Property taxes - Debt service				112,913
State support				10,794,094
Unrestricted intermediate and local sources				169,097
Earnings on Investments				26,578
Total general revenues				11,728,678
Change in Net Position				554,295
Net Position Beginning				1,142,417
Net Position end of year				$ 1,696,712

See accompanying notes to basic financial statements.

ALSEA SCHOOL DISTRICT
BENTON COUNTY, OREGON

BALANCE SHEET - GOVERNMENTAL FUNDS
June 30, 2022

	GENERAL FUND	SPECIAL REVENUE FUND	FEDERAL LUNCH PROGRAM FUND	STUDENT BODY FUND	DEBT SERVICE FUND	CAPITAL PROJECTS FUND	TOTAL
ASSETS:							
Cash and Investments	$ 1,974,213	$ (520,819)	$ (73,236)	$ 32,793	$ 29,120	$ 2,001,957	3,444,028
Receivables:							
Accounts	65,644	-	-	-	-	-	65,644
Grants Receivable	-	343,472	-	-	-	-	343,472
Property Taxes	8,300	-	-	-	2,612	-	10,912
Total Assets	$ 2,048,157	$ (177,347)	$ (73,236)	$ 32,793	$ 31,732	$ 2,001,957	$ 3,864,056
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES:							
Liabilities:							
Accounts Payable	354,353	14,959	31,365	218	-	-	400,895
Payroll Liabilities	504,170	-	-	-	-	-	504,170
Total Liabilities	858,523	14,959	31,365	218	-	-	905,065
Deferred Inflows of Resources:							
Unavailable Revenue - Property Taxes	6,416	-	-	-	2,294	-	8,710
Fund Balance							
Restricted	-	817,567	-	32,575	29,438	2,001,957	2,881,537
Committed	-	1,166,195	-	-	-	-	1,166,195
Assigned	-	(2,176,068)	(104,601)	-	-	-	(2,280,669)
Unassigned	1,183,218	-	-	-	-	-	1,183,218
Total Fund Balance	1,183,218	(192,306)	(104,601)	32,575	29,438	2,001,957	2,950,281
Total Liabilities, Deferred Inflows of Resources and Fund Balance	$ 2,048,157	$ (177,347)	$ (73,236)	$ 32,793	$ 31,732	$ 2,001,957	$ 3,864,056

See accompanying notes to basic financial statements.

ALSEA SCHOOL DISTRICT
BENTON COUNTY, OREGON

Reconciliation of Governmental Funds
Balance Sheet to Statement of Net Position

June 30, 2022

Total Fund Balances		$ 2,950,281
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and therefore are not reported as assets in the governmental funds.		
Capital Assets, net of depreciation		2,314,586
Delinquent property taxes receivable will be collected this year, but are not available soon enough to pay for the current period's expenditures, and therefore are deferred in the funds.		8,710
Deferred Inflows and Outflows of resources related to the pension plan include differences between expected and actual experience, changes of assumptions, differences between projects and actual earning, and contributions subsequent to the measurement date.		
Deferred Outflows - PERS	$ 2,875,102	
Deferred Outflows - RHIA	1,300	
Deferred Inflows - PERS	(1,689,074)	
Deferred Inflows - RHIA	(24,834)	1,162,494
Long term liabilities applicable to the District's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities, both current and long term, are reported in the Statement of Net Position.		
Long-Term Obligations	$ (2,572,598)	
Bond Premium	(181,582)	
Accrued Interest Payable	(12,070)	
Accrued compensated absences	(65,813)	(2,832,063)
The Net PERS Pension Asset (Liability) is the difference between the total pension liability and the assets set aside to pay benefits earned to past and current employees and beneficiaries.		(1,973,359)
The actuarially determined value of the OPEB Liabilities is not recognized in the governmental funds.		
OPEB Asset (Liability) - RHIA		66,063
Total Net Position		$ 1,696,712

See accompanying notes to basic financial statements.

ALSEA SCHOOL DISTRICT
BENTON COUNTY, OREGON

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
For The Year Ended June 30, 2022

	GENERAL FUND	SPECIAL REVENUE FUND	FEDERAL LUNCH PROGRAM	STUDENT BODY FUND	DEBT SERVICE FUND	CAPITAL PROJECTS FUND	TOTAL
REVENUES:							
From Local Sources	$ 595,317	$ 10,996	$ 1,956	$ 18,242	$ 113,275	$ -	$ 739,786
From Intermediate Sources	8,874	24,376	-	-	13	-	33,263
From State Sources	10,794,094	792,085		-	-	-	11,586,179
From Federal Sources	-	204,039	158,808	-	-	-	362,847
Total Revenues	11,398,285	1,031,496	160,764	18,242	113,288	-	12,722,075
EXPENDITURES:							
Instruction	6,236,122	877,838	-	21,611	-	-	7,135,571
Support Services	5,359,718	336,228	-	-	-	-	5,695,946
Enterprise and Community Service	-	32,811	265,991	-	-	-	298,802
Facilities Acquisitions & Construction	-	-	-	-	-	462,501	462,501
Debt Service	141,278	-	-	-	83,850	-	225,128
Total Expenditures	11,737,118	1,246,877	265,991	21,611	83,850	462,501	13,817,948
Excess of Revenues Over, (Under) Expenditures	(338,833)	(215,381)	(105,227)	(3,369)	29,438	(462,501)	(1,095,873)
Other Financing Sources (Uses)							
Transfers In	80,853	-	647	-	-	200,000	281,500
Transfers Out	(281,500)	-	-	-	-	-	(281,500)
Total Other Financing Sources (Uses)	(200,647)	-	647	-	-	200,000	-
Net Change in Fund Balance	(539,480)	(215,381)	(104,580)	(3,369)	29,438	(262,501)	(1,095,873)
Beginning Fund Balance	1,722,698	23,075	(21)	35,944	-	2,264,458	4,046,154
Ending Fund Balance	$ 1,183,218	$ (192,306)	$ (104,601)	$ 32,575	$ 29,438	$ 2,001,957	$ 2,950,281

See accompanying notes to basic financial statements.

ALSEA SCHOOL DISTRICT
BENTON COUNTY, OREGON

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities

For The Year Ended June 30, 2022

Net Change in Fund Balance			$ (1,095,873)
Amounts reported for governmental activities in the statement of activities are different because:			
Capital outlays are reported in governmental funds as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. In the current period, these amounts are:			
Capital Asset Additions	$	576,097	
Depreciation expense		(149,117)	426,980
Adjustments made to Long-term obligations	$	(25,172)	
Change in Compensated absence balance		(31,082)	(56,254)
The PERS Pension Expense represents the changes in Net Pension Asset (Liability) from year to year due to changes in total pension liability and the fair value of pension plan net position available to pay pension benefits.			1,128,520
The PERS Pension - RHIA Expense represents the changes in Net Pension Asset (Liability) from year to year due to changes in total pension liability and the fair value of pension plan net position available to pay pension benefits.			16,315
Repayment of long term & short term obligations is an expenditure in the governmental funds, but the repayment reduces debt obligations in the government-wide statements.			
Amortization of Bond Premium	$	7,955	
Change in Interest Payable		(12,070)	
Decrease in long term obligations		135,995	131,880
Because some property taxes will not be collected for several months after the District's fiscal year ends, they are not considered as "available" revenues in the governmental funds, and are instead recorded as deferred revenue. They are, however, recorded as revenues in the Statement of Activities.			2,727
Change in Net Position			$ 554,295

See accompanying notes to basic financial statements.

ALSEA SCHOOL DISTRICT
BENTON COUNTY, OREGON

NOTES TO THE BASIC FINANCIAL STATEMENTS

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The basic financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the accounting policies are described below.

REPORTING ENTITY

The Alsea School District No. 7J is a municipal corporation governed by an elected board, organized under provisions of Oregon Statutes Chapter 332 for the purpose of operating elementary and secondary schools. Accounting principles generally accepted in the United States of America require that these financial statements present the District (the primary government) and all component units, if any. Component units, as established by the Governmental Accounting Standards Board (GASB) Statement 61, are separate organizations that are included in the reporting entity because of the significance of their operational or financial relationships with the District. There are no component units.

BASIS OF PRESENTATION - FUND ACCOUNTING

GOVERNMENT-WIDE FINANCIAL STATEMENTS (GWFS)

The Statement of Net Position and Statements of Activities display information about the District as a whole.

The Statement of Net Position and the Statement of Activities were prepared using the economic resources measurement focus and the accrual basis of accounting. Revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place. Revenues, expenses, gains, losses, assets and liabilities resulting from non-exchange transactions are recognized in accordance with the requirements of GASB Statement No. 33 "Accounting and Financial Reporting for Non-exchange Transactions."

Program Revenues included in the Statement of Activities derive directly from the program itself or from parties outside the District's taxpayers or citizenry, as a whole; program revenues reduce the cost of the function to be financed from general revenues.

All direct expenses are reported by function in the Statement of Activities. Direct expenses are those that are clearly identifiable with a function. Interest of general long-term debt is considered an indirect expense and is reported separately on the Statement of Activities. In the process of aggregating data for the Statement of Net Position and the Statement of Activities, some amounts reported as interfund activity and balances in the funds were eliminated or reclassified. Interfund receivables and payables were eliminated to minimize the "grossing up" effect on assets and liabilities.

FUND FINANCIAL STATEMENTS

The accounts are organized and operated on the basis of funds. A fund is an independent fiscal and accounting entity with a self-balancing set of accounts. Fund accounting segregates funds according to their intended purpose and is used to aid management in demonstrating compliance with finance-related legal and contractual provisions. The minimum number of funds is maintained consistent with legal and managerial requirements.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Governmental funds are used to account for general government activities. Governmental fund types use the flow of current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual (i.e., when they are "measurable and available"). "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to pay liabilities of the current period, which is 60 days.

GOVERNMENTAL FUND TYPES

Expenditures are recorded when the liability is incurred, except for un-matured interest on general long-term debt which is recognized when due, interfund transactions, and certain compensated absences and claims and judgments which are recognized as expenditures because they will be liquidated with expendable financial resources. Revenues susceptible to accrual are interest, state, county and local shared revenue and federal and state grants. Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other grant requirements have been met.

The following major governmental funds are reported:

GENERAL FUND
This fund accounts for all financial resources and expenditures except those required to be accounted for in another fund. The principal revenue sources are property taxes and an apportionment from the State of Oregon School Support Fund.

SPECIAL REVENUE FUNDS
This fund consists of all special revenue funds established to account for revenues and expenditures related to grants, student activities and other special revenues. Primary revenue sources are restricted, committed or assigned.

FEDERAL LUNCH PROGRAM FUND
This fund accounts for program revenues and expenditures related to the District's lunch program. The primary source of revenue is from federal funding.

STUDENT BODY FUND
This fund accounts for programs revenues and expenditures related to the District's student body activities and memorial funds. The primary source of revenue is fundraising.

DEBT SERVICE FUND
This fund accounts for the accumulation of resources for, and the repayment of, general long-term debt, principal and interest. The principal revenue source is property taxes.

CAPITAL PROJECTS FUND
This fund accounts for the acquisition of temporary or permanent structures to be used to educate students. The primary source of revenue is transfer from the General Fund and Bond Proceeds.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The District reports the Bus Replacement fund which is presented in the General fund for financial statement reporting purposes in accordance with GASB Statement No. 54. A budget and actual statement is presented for this fund for purposes of additional analysis.

Bus Replacement Fund
This fund accounts for resources to be used to purchase school buses. The primary source of revenue is transfer from the General Fund.

MEASUREMENT FOCUS AND BASIS OF ACCOUNTING

Government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Non-exchange transactions, in which the District receives value without giving equal value in exchange, include property taxes, grants, entitlements and donations. On the accrual basis of accounting, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. Under terms of grant agreements, certain programs are funded by a combination of specific cost-reimbursement grants and general revenues. Thus, when program expenses are incurred, there is both restricted and unrestricted net position available to finance the program. It is the policy to first apply cost-reimbursement grant resources to such programs and then general revenues.

Governmental fund financial statements are reported using the current financial resources measurement focus and modified accrual basis of accounting with the modification of using encumbrance accounting. Under this method, revenues are recognized when measurable and available. All revenues reported in the governmental funds are considered to be available if they are collected within thirty days after year-end. Property taxes and interest are considered to be susceptible to accrual. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, pension and OPEB costs, and claims and judgments, which are recognized as expenditures to the extent they have matured. Capital asset acquisitions are reported as expenditures in the governmental funds and proceeds from general long-term debt and acquisitions under capital leases are reported as other financing sources.

BUDGETS

A budget is prepared and legally adopted for each governmental fund type on the modified accrual basis of accounting in the main program categories required by Oregon Local Budget Law. The budgets for all budgeted funds are adopted on a basis consistent with generally accepted accounting principles except that property taxes received after year-end are not considered budgetary resources in the funds, capital assets are expensed when purchased, inventory is expensed when purchased, long term debt is expensed when paid. Other post-employment benefits are expensed when paid rather than when incurred, and depreciation expense is not reported.

The budget process begins early in each fiscal year with the establishment of the budget committee. Recommendations are developed through late winter with the budget committee approving the budget in early spring. Public notices of the budget hearing are generally published in spring with a public hearing being held approximately three weeks later. The Board may amend the budget prior to adoption. However, budgeted expenditures for each fund may not be increased by more than ten percent without re-publication. The budget is then adopted, appropriations are made, and the tax levy declared no later than June 30th.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Expenditure budgets are appropriated at the following levels for each fund: Instruction, Support Services, Enterprise & Community Services, Facilities Acquisition and Construction, Other Uses - Debt Service and Interfund Transfers, and Operating Contingency.

Expenditures cannot legally exceed the adopted appropriation levels except in the case of grants which could not be estimated at the time of budget adoption. Appropriations lapse at the fiscal year-end. Management may amend line items in the budget without Board approval as long as appropriation levels (the legal level of control) are not changed. Supplemental appropriations may occur if the Board approves them due to unforeseen circumstances which could not be determined at the time the budget was adopted.

Budget amounts shown in the basic financial statements reflect the original budgeted appropriation amounts. Expenditures of the various funds were within authorized appropriations for the year ended June 30, 2022, with the exception of Special Revenue Fund – Support Services in the amount of $25,838 and Special Revenue – Enterprise and Community Services in the amount of $32,811.

CASH AND CASH EQUIVALENTS

The cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

FAIR VALUE INPUTS AND METHODOLOGIES AND HIERARCHY

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Observable inputs are developed based on market data obtained from sources independent of the reporting entity. Unobservable inputs are developed based on the best information available about the assumptions market participants would use in pricing the asset. The classification of securities within the fair value hierarchy is based up on the activity level in the market for the security type and the inputs used to determine their fair value, as follows:

Level 1 – unadjusted price quotations in active markets/exchanges for identical assets or liabilities that each Fund has the ability to access

Level 2 – other observable inputs (including, but not limited to, quoted prices for similar assets or liabilities in markets that are active, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the assets or liabilities (such as interest rates, yield curves, volatilities, loss severities, credit risks and default rates) or other market–corroborated inputs)

Level 3 – unobservable inputs based on the best information available in the circumstances, to the extent observable inputs are not available (including each Fund's own assumptions used in determining the fair value of investments)

The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). Accordingly, the degree of judgment exercised in determining fair value is greatest for instruments categorized in Level 3. The inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, for disclosure purposes, the fair value hierarchy classification is determined based on the lowest level input that is significant to the fair value measurement in its entirety.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

PROPERTY TAXES RECEIVABLE

Uncollected real and personal property taxes are reflected on the statement of net position and the balance sheet as receivables. Uncollected taxes are deemed to be substantially collectible or recoverable through liens. All property taxes receivable are due from property owners within the District.

Under state law, county governments are responsible for extending authorized property tax levies, computing tax rates, billing and collecting all property taxes, and making periodic distributions of collections to entities levying taxes. Property taxes become a lien against the property when levied on July 1 of each year and are payable in three installments due on November 15, February 15 and May 15. Property tax collections are distributed monthly except for November, when such distributions are made weekly.

GRANTS

Unreimbursed expenditures due from grantor agencies are reflected in the basic financial statements as receivables and revenues. Grant revenues are recorded at the time eligible expenditures are incurred. Cash received from grantor agencies in excess of related grant expenditures are recorded as unearned revenue on the statement of net position and the balance sheet.

SUPPLY INVENTORIES

Supply inventories purchased are valued at cost (first-in, first-out method). Any donated inventories are valued at their estimated fair market value. Inventories purchased have been charged as expenditures when purchased. Inventories are offset by a fund balance reserve and are not available expendable resources. Supply inventories were considered by management to be immaterial at year end and have not been recorded in the basic financial statements.

CAPITAL ASSETS

Capital assets are recorded at original cost or estimated original cost. Donated capital assets are recorded at their estimated fair market value on the date donated. Capital assets are defined by the government as assets with an initial, individual cost of more than $5,000 and an estimated useful life in excess of two years. Interest incurred during construction is not capitalized. The cost of routine maintenance and repairs that do not add to the value of the assets or materially extend asset lives are charged to expenditures as incurred and not capitalized. Capital assets are depreciated using the straight-line method over the following useful lives: Buildings and Improvements 10 to 50 years, Equipment 5 to 30 years and Vehicles – 10 years.

DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

In addition to assets, the basic financial statements will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to future periods and so will *not* be recognized as an outflow of resources. At June 30, 2022 there were deferred outflows representing PERS and RHIA pension related deferrals reported in the Statement of Net Position.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

In addition to liabilities, the basic financial statements will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. At June 30, 2022 there were deferred inflows reported in the governmental funds balance sheet representing unavailable revenue from property tax. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. At June 30, 2022, there were also deferred inflows reported in the Statement of Net Position representing PERS and RHIA pension related deferrals.

USE OF ESTIMATES

The preparation of the basic financial statements in conformity with accounting principles generally accepted in the United States of America requires the management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues, expenditures and expenses during the reporting period. Actual results could differ from those estimates.

LONG-TERM OBLIGATIONS

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the governmental activities. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, governmental funds recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

As of June 30, 2022 the District had long-term debt obligations from a 2021 General Obligation Bond, a note payable for the purchase of a home and the purchase of school buses.

RETIREMENT PLAN

Substantially all of the District's employees are participants in the State of Oregon Public Employees Retirement System (PERS). For the purpose of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about fiduciary net position of PERS and additions to/deductions from PERS's fiduciary net position have been determined on the same basis as they are reported by PERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

NET POSITION

Net position is comprised of the various net earnings from operations, non-operating revenues, expenses and contributions of capital. Net position is classified in the following three categories:

Net Investment in Capital Assets – consists of all capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Restricted – consists of external constraints placed on asset use by creditors, grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

Unrestricted net position – consists of all other assets that are not included in the other categories previously mentioned.

FUND EQUITY

GASB Statement No. 54, Fund Balance Reporting and Governmental Fund-type Definitions is followed. The objective of this statement is to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing governmental fund-type definitions. This statement establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed on the use of the resources reported in governmental funds. Under this standard, the fund balance classifications are nonspendable, restricted, committed, assigned, and unassigned.

- Non-spendable fund balance represents amounts that are not in a spendable form. The items represent prepaid expenses.
- Restricted fund balance represents amounts that are legally restricted by outside parties for a specific purpose (such as debt covenants, grant requirements, donor requirements, or other governments) or are restricted by law (constitutionally or by enabling legislation).
- Committed fund balance represents funds formally set aside by the governing body for a particular purpose. The use of committed funds would be approved by resolution.
- Assigned fund balance represents amounts that are constrained by the expressed intent to use resources for specific purposes that do not meet the criteria to be classified as restricted or committed. Intent can be stipulated by the governing body or by an official to whom that authority has been given by the governing body. The Superintendent and Business Manager have the authority to assign fund balance.
- Unassigned fund balance is the residual classification of the General Fund. Only the General Fund may report a positive unassigned fund balance. Other governmental funds would report any negative residual fund balance as unassigned.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The governing body has approved the following order of spending regarding fund balance categories: Restricted resources are spent first when both restricted and unrestricted (committed, assigned or unassigned) resources are available for expenditures. When unrestricted resources are spent, the order of spending is committed (if applicable), assigned (if applicable) and unassigned.

To preserve a sound financial system and to provide a stable financial base, the governing body has adopted a minimum fund balance policy of six percent of expenditures.

2. CASH AND INVESTMENTS

DEPOSITS

Deposits with financial institutions are comprised of bank demand deposits and certificates of deposit. Oregon Revised Statutes require deposits to be adequately covered by federal depository insurance or deposited at an approved depository as identified by the Treasury. The total bank balance per the bank statements is $1,004,467, $250,000 of which was covered by federal depository insurance and the remainder was collateralized by the Oregon Public Funds Collateralization Program (PFCP).

Cash and Investments at June 30, 2022 (recorded at fair value) consisted of:

Deposits with Financial Institutions:

Demand Deposits	$ 932,936
Investments	2,511,092
Total	$ 3,444,028

INVESTMENTS

Investments in the Local Government Investment Pool (LGIP) are included in the Oregon Short-Term Fund, which is an external investment pool that is not a 2a-7-like external investment pool, and is not registered with the U.S. Securities and Exchange Commission as an investment company. Fair value of the LGIP is calculated at the same value as the number of pool shares owned. The unit of account is each share held, and the value of the position would be the fair value of the pool's share price multiplied by the number of shares held. Investments in the Short-Term Fund are governed by ORS 294.135, Oregon Investment Council, and portfolio guidelines issued by the Oregon Short-Term Fund Board, which establish diversification percentages and specify the types and maturities of investments. The portfolio guidelines permit securities lending transactions as well as investments in repurchase agreements and reverse repurchase agreements. The fund appears to be in compliance with all portfolio guidelines at June 30, 2022. The LGIP seeks to exchange shares at $1.00 per share; an investment in the LGIP is neither insured nor guaranteed by the FDIC or any other government agency. Although the LGIP seeks to maintain the value of share investments at $1.00 per share, it is possible to lose money by investing in the pool. We intend to measure these investments at book value since it ***materially approximates fair value.***

2. CASH AND INVESTMENTS (CONTINUED)

The pool is comprised of a variety of investments. These investments are characterized as a level 2 fair value measurement in the Oregon Short Term Fund's audited financial report. As of June 30, 2022, the fair value of the position in the ***LGIP is 98.98%*** of the value of the pool shares as reported in the Oregon Short Term Fund audited financial statements. Amounts in the State Treasurer's Local Government Investment Pool are not required to be collateralized.

http://www.oregon.gov/treasury/Divisions/Investment/Pages/Oregon-Short-Term-Fund-(OSTF).aspx

If the link has expired please contact the Oregon Short Term Fund directly.

		Investment Maturities (in months)		
Investment Type	Fair Value	Less than 3	3 - 18	18 - 59
State Treasurer's Investment Pool	$ 2,511,092	$ 2,511,092	$ -	$ -
Total	$ 2,511,092	$ 2,511,092	$ -	$ -

Interest Rate Risk - Investments
Oregon Revised Statutes require investments to not exceed a maturity of 18 months, except when the local government has adopted a written investment policy that was submitted to and reviewed by the OSTFB. There are no investments that have a maturity date of more than three months.

Credit Risk – Deposits
In the case of deposits, this is the risk that in the event of a bank failure, the deposits may not be returned. There is no deposit policy for custodial risk. As of June 30, 2022, none of the bank balances were exposed to custodial credit risk.

Credit Risk – Investments
Oregon Revised Statutes does not limit investments as to credit rating for securities purchased from US Government Agencies or USGSE. The State Investment Pool is not rated.

Concentration of Credit Risk
At June 30, 2022, 100% of total investments were in the State Treasurer's Investment Pool. State statutes do not limit the percentage of investments in either of these instruments. Oregon Revised Statutes require no more than 25 percent of the moneys of local government to be invested in bankers' acceptances of any qualified financial institution. At June 30, 2022, investments appeared to be in compliance with all percentage restrictions.

3. ACCOUNTS/GRANTS RECEIVABLE

Special revenue fund grants receivable are comprised of claims for reimbursement of costs under various federal and state grant programs. Property taxes are levied and become a lien on all taxable property as of July 1. Taxes unpaid and outstanding on May 16 are considered delinquent. No allowance for uncollectible accounts has been recorded because all receivables are considered to be collectible.

4. CAPITAL ASSETS

The changes in capital assets for the year ended June 30, 2022 are as follows:

	Balance Beginning of Year	Adjustments	Additions	Deletions	Balance End of Year
Non-Depreciable Capital Assets					
Land and Land Improvements	$ 82,678	$ -	$ -	$ -	$ 82,678
Construction in Process	225,810	-	391,011	-	616,821
Total Non-Depreciable	308,488	-	391,011	-	699,499
Depreciable Capital Assets					
Buildings and Improvements	1,280,763	-	6,450	-	1,287,213
Equipment	318,745	(66,030)	119,068	-	371,783
Vehicles	1,032,315	-	385,629	(66,499)	1,351,445
Total Capital Assets	2,631,823	(66,030)	511,147	(66,499)	3,010,441
Accumulated Depreciation					
Buildings and Improvements	806,390	-	28,960	-	835,350
Furniture & Equipment	122,740	(8,079)	22,197	-	136,858
Vehicles	383,606	-	106,039	(66,499)	423,146
Total Accumulated Depreciation	1,312,736	-	157,196	(66,499)	1,395,354
Total Net Capital Assets	$ 1,627,575				$ 2,314,586

The adjustment to the capital assets is due to the cost of a Gym heater was improperly recorded as well the accumulated depreciation. The deletion is a result of disposing of a 2004 Thomas school bus.

Depreciation expense for the year ended June 30, 2022 was allocated to the functions as follows:

Instruction	$ 82,958
Support Services	65,387
Community Services	3,474
Facilities Acquisition and Construction	5,377
Total	$ 157,196

5. DEFINED BENEFIT PENSION PLAN

Plan Description – The Oregon Public Employees Retirement System (PERS) consists of a single cost-sharing multiple-employer defined benefit plan. All benefits of the system are established by the legislature pursuant to Oregon Revised Statute (ORS) Chapters 238 and 238A. Oregon PERS produces an independently audited Annual Comprehensive Financial Report which can be found at:
https://www.oregon.gov/pers/Documents/Financials/CAFR/2021-ACFR.pdf

If the link is expired please contact Oregon PERS for this information.

a. **PERS Pension (Chapter 238)**. The ORS Chapter 238 Defined Benefit Plan is closed to new members hired on or after August 29, 2003.
   i. **Pension Benefits**. The PERS retirement allowance is payable monthly for life. It may be selected from 13 retirement benefit options. These options include survivorship benefits and lump-sum refunds. The basic benefit is based on years of service and final average salary. A percentage (2.0 percent for police and fire employees, and 1.67 percent for general service employees) is multiplied by the number of years of service and the final average salary. Benefits may also be calculated under either a formula plus annuity (for members who were contributing before August 21, 1981) or a money match computation if a greater benefits results.
   A member is considered vested and will be eligible at minimum retirement age for a service retirement allowance if he or she has had a contribution in each of five calendar years or has reached at least 50 years of age before ceasing employment with a participating employer (age 45 for police and fire members). General service employees may retire after reaching age 55. Police and fire members are eligible after reaching age 50. Tier 1 general service employee benefits are reduced if retirement occurs prior to age 58 with fewer than 30 years of service. Police and fire member benefits are reduced if retirement occurs prior to age 55 with fewer than 25 years of service. Tier 2 members are eligible for full benefits at age 60. The ORS Chapter 238 Defined Benefit Pension Plan is closed to new members hired on or after August 29, 2003.
   ii. **Death Benefits**. Upon the death of a non-retired member, the beneficiary receives a lump-sum refund of the member's account balance (accumulated contributions and interest). In addition, the beneficiary will receive a lump-sum payment from employer funds equal to the account balance, provided one or more of the following contributions are met:
      - member was employed by PERS employer at the time of death,
      - member died within 120 days after termination of PERS covered employment,
      - member died as a result of injury sustained while employed in a PERS-covered job, or
      - member was on an official leave of absence from a PERS-covered job at the time of death.
   iii. **Disability Benefits**. A member with 10 or more years of creditable service who becomes disabled from other than duty-connected causes may receive a non-duty disability benefit. A disability resulting from a job-incurred injury or illness qualifies a member (including PERS judge members) for disability benefits regardless of the length of PERS-covered service. Upon qualifying for either a non-duty or duty disability, service time is computed to age 58 (55 for police and fire members) when determining the monthly benefit.
   iv. **Benefit Changes After Retirement**. Members may choose to continue participation in their variable account after retiring and may experience annual benefit fluctuations due to changes in the fair value of the underlying global equity investments of that account. Under ORS 238.360 monthly benefits are adjusted annually through cost-of-living changes (COLA). The COLA is capped at 2.0 percent.

5. DEFINED BENEFIT PENSION PLAN (CONTINUED)

b. **OPSRP Pension Program (OPSRP DB)**. The ORS Chapter 238A Defined Benefit Pension Program provides benefits to members hired on or after August 29, 2003.

i. **Pension Benefits**. This portion of OPSRP provides a life pension funded by employer contributions. Benefits are calculated with the following formula for members who attain normal retirement age:

Police and fire: 1.8 percent is multiplied by the number of years of service and the final average salary. Normal retirement age for police and fire members is age 60 or age 53 with 25 years of retirement credit. To be classified as a police and fire member, the individual must have been employed continuously as a police and fire member for at least five years immediately preceding retirement.

General service: 1.5 percent is multiplied by the number of years of service and the final average salary. Normal retirement age for general service members is age 65, or age 58 with 30 years of retirement credit.

A member of the pension program becomes vested on the earliest of the following dates: the date the member completes 600 hours of service in each of five calendar years, the date the member reaches normal retirement age, and, if the pension program is terminated, the date on which termination becomes effective.

ii. **Death Benefits**. Upon the death of a non-retired member, the spouse or other person who is constitutionally required to be treated in the same manner as the spouse, receives for life 50 percent of the pension that would otherwise have been paid to the deceased member. The surviving spouse may elect to delay payment of the death benefit, but payment must commence no later than December 31 of the calendar year in which the member would have reached 70½ years.

iii. **Disability Benefits**. A member who has accrued 10 or more years of retirement credits before the member becomes disabled or a member who becomes disabled due to job-related injury shall receive a disability benefit of 45 percent of the member's salary determined as of the last full month of employment before the disability occurred.

Contributions – PERS funding policy provides for monthly employer contributions at actuarially determined rates. These contributions, expressed as a percentage of covered payroll, are intended to accumulate sufficient assets to pay benefits when due. The funding policy applies to the PERS Defined Benefit Plan and the Other Postemployment Benefit Plans. Employer contribution rates during the period were based on the December 31, 2019 actuarial valuation, which became effective July 1, 2021. The state of Oregon and certain schools, community colleges, and political subdivision have made unfunded actuarial liability payments and their rates have been reduced. Employer contributions for the year ended June 30, 2022 were $1,290,962, excluding amounts to fund employer specific liabilities. In addition approximately $230,982 in employee contributions were paid or picked up by the District in fiscal 2022.

Pension Asset or Liability – At June 30, 2022, the District reported a net pension liability of $1,973,359 for its proportionate share of the net pension liability. The pension liability was measured as of June 30, 2021, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation dated December 31, 2019. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. As of the measurement date of June 30, 2021 and 2020, the District's proportion was .016 percent and .015 percent, respectively. Pension expense for the year ended June 30, 2022 was $1,128,520.

5. DEFINED BENEFIT PENSION PLAN (CONTINUED)

The rates in effect for the year ended June 30, 2022 were:

(1) Tier 1/Tier 2 – 26.83
(2) OPSRP general services – 23.72%

	Deferred Outflow of Resources	Deferred Inflow of Resources
Difference between expected and actual experienc	$ 184,719	$ -
Changes in assumptions	493,991	5,193
Net difference between projected and actual earnings on pension plan investments	-	1,460,862
Net changes in proportionate share	254,851	221,581
Differences between District contributions and proportionate share of contributions	419,597	1,438
Subtotal - Amortized Deferrals (below)	1,353,158	1,689,074
District contributions subsequent to measuring date	1,521,944	-
Deferred outflow (inflow) of resources	$ 2,875,102	$ 1,689,074

The amount of contributions subsequent to the measurement date will be included as a reduction of the net pension liability in the fiscal year ended June 30, 2023.

Subtotal amounts related to pension as deferred outflows of resources $1,353,158, or deferred inflows of resources, ($1,689,074), net to $(335,916) and will be recognized in pension expense as follows:

Year ending June 30,	Amount
2023	$ (398)
2024	(57,089)
2025	(134,830)
2026	(240,361)
2027	96,762
Thereafter	-
Total	$ (335,916)

All assumptions, methods and plan provisions used in these calculations are described in the Oregon PERS system-wide GASB 68 reporting summary dated March 1, 2022. Oregon PERS produces an independently audited ACFR which can be found at:

https://www.oregon.gov/pers/Documents/Financials/CAFR/2021-ACFR.pdf

5. DEFINED BENEFIT PENSION PLAN (CONTINUED)

Actuarial Valuations – The employer contribution rates effective July 1, 2021 through June 30, 2023, were set using the entry age normal actuarial cost method. For the Tier One/Tier Two component of the PERS Defined Benefit Plan, this method produced an employer contribution rate consisting of (1) an amount for normal cost (estimated amount necessary to finance benefits earned by employees during the current service year), (2) an amount for the amortization unfunded actuarial accrued liabilities, which are being amortized over a fixed period with new unfunded actuarial liabilities being amortized over 20 years.

For the OPSRP Pension Program component of the PERS Defined Benefit Plan, this method produced an employer rate consisting of (a) an amount for normal cost (the estimated amount necessary to finance benefits earned by the employees during the current service year), (b) an actuarially determined amount for funding a disability benefit component, and (c) an amount for the amortization of unfunded actuarial accrued liabilities, which are being amortized over a fixed period with new unfunded actuarial accrued liabilities being amortized over 16 years.

Actuarial Methods and Assumptions:

Valuation date	December 31, 2019
Experience Study Report	2018, Published July 24, 2019
Actuarial cost method	Entry Age Normal
Amortization method	Level percentage of payroll
Asset valuation method	Market value of assets
Inflation rate	2.40 percent (reduced from 2.50 percent)
Investment rate of return	6.90 percent (reduced from 7.20 percent)
Discount rate	6.90 percent (reduced from 7.20 percent)
Projected salary increase	3.40 percent (reduced from 3.50 percent)
Cost of Living Adjustment	Blend of 2% COLA and graded COLA (1.25%/0.15%) in accordance with *Moro* decision; blend based on service
Mortality	Healthy retirees and beneficiaries: Pub-2010 Healthy Retiree, sex distinct, generational with Unisex, Social Security Data Scale, with job category adjustments and set-backs as described in the valuation. Active members: Pub-2010 Employee, sex distinct, generational with Unisex, Social Security Data Scale, with job category adjustments and set-backs as described in the valuation. Disabled retirees: Pub-2010 Disabled Retiree, sex distinct, generational with Unisex, Social Security Data Scale, with job category adjustments and set-backs as described in the valuation.

Actuarial valuations of an ongoing plan involve estimates of value of reported amounts and assumptions about the probability of events far into the future. Actuarially determined amounts are subject to continual revision as actual results are compared to past expectations and new estimates are made about the future. Experience studies are performed as of December 31 of even numbered years. The method and assumptions shown are based on the 2018 Experience Study which is reviewed for the four-year period ending December 31, 2018.

5. DEFINED BENEFIT PENSION PLAN (CONTINUED)

Assumed Asset Allocation:

Asset Class/Strategy	Low Range	High Range	OIC Target
Debt Securities	15.0%	25.0%	20.0%
Public Equity	27.5%	37.5%	32.5%
Real Estate	9.5%	15.5%	12.5%
Private Equity	14.0%	21.0%	17.5%
Alternatives Portfolio	7.5%	17.5%	15.0%
Opportunity Portfolio	0.0%	5.0%	0.0%
Risk Parity	0.0%	2.5%	2.5%
Total			100.0%

(Source: June 30, 2021 PERS ACFR; p. 104)

Long-Term Expected Rate of Return:

To develop an analytical basis for the selection of the long-term expected rate of return assumption, in June 2021 the PERS Board reviewed long-term assumptions developed by both Milliman's capital market assumptions team and the Oregon Investment Council's (OIC) investment advisors. The table below shows Milliman's assumptions for each of the asset classes in which the plan was invested at that time based on the OIC long-term target asset allocation. The OIC's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes adjustment for the inflation assumption. These assumptions are not based on historical returns, but instead are based on a forward-looking capital market economic model.

Asset Class	Target Allocation	Compound Annual (Geometric) Return
Global Equity	30.62%	5.85%
Private Equity	25.50%	7.71%
Core Fixed Income	23.75%	2.73%
Real Estate	12.25%	5.66%
Master Limited Partnerships	0.75%	5.71%
Infrastructure	1.50%	6.26%
Commodities	0.63%	3.10%
Hedge Fund of Funds - Multistrategy	1.25%	5.11%
Hedge Fund Equity - Hedge	0.63%	5.31%
Hedge Fund - Macro	5.62%	5.06%
US Cash	-2.50%	1.76%
Assumed Inflation - Mean		*2.40%*

(Source: June 30, 2021 PERS ACFR; p. 74)

5. DEFINED BENEFIT PENSION PLAN (CONTINUED)

Discount Rate – The discount rate used to measure the total pension liability as of the measurement dates of June 30, 2021 and 2020 was 6.90 and 7.20 percent, respectively, for the Defined Benefit Pension Plan. The projection of cash flows used to determine the discount rate assumed that contributions from the plan members and those of the contributing employers are made at the contractually required rates, as actuarially determined. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments for the Defined Benefit Pension Plan was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the District's proportionate share of the net pension liability to changes in the discount rate – the following presents the District's proportionate share of the net pension liability calculated using the discount rate of 6.90 percent, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percent lower (5.90 percent) or one percent higher (7.90 percent) than the current rate.

	1% Decrease (5.90%)	Discount Rate (6.90%)	1% Increase (7.90%)
District's proportionate share of the net pension liability	$ 3,875,204	$ 1,973,359	$ 382,204

Changes Subsequent to the Measurement Date

As described above, GASB 67 and GASB 68 require the Total Pension Liability to be determined based on the benefit terms in effect at the Measurement Date. Any changes to benefit terms that occurs after that date are reflected in amounts reported for the subsequent Measurement Date. However, Paragraph 80f of GASB 68 requires employers to briefly describe any changes between the Measurement Date and the employer's reporting date that are expected to have a significant effect on the employer's share of the collective Net Pension Liability, along with an estimate of the resulting change, if available.

There are no changes subsequent to the June 30, 2021 Measurement Date that meet this requirement and thus would require a brief description under the GASB standard.

OPSRP Individual Account Program (OPSRP IAP)

Plan Description:
Employees of the District are provided with pensions through OPERS. All the benefits of OPERS are established by the Oregon legislature pursuant to Oregon Revised Statute (ORS) Chapters 238 and 238A. Chapter 238 Defined Benefit Pension Plan is closed to new members hired on or after August 29, 2003. Chapter 238A created the Oregon Public Service Retirement Plan (OPSRP), which consists of the Defined Benefit Pension Program and the Individual Account Program (IAP). Membership includes public employees hired on or after August 29, 2003. PERS members retain their existing defined benefit plan accounts, but member contributions are deposited into the member's IAP account. OPSRP is part of OPERS, and is administered by the OPERS Board.

5. DEFINED BENEFIT PENSION PLAN (CONTINUED)

Pension Benefits:
Participants in OPERS defined benefit pension plans also participate in their defined contribution plan. An IAP member becomes vested on the date the employee account is established or on the date the rollover account was established. If the employer makes optional employer contributions for a member, the member becomes vested on the earliest of the following dates: the date the member completes 600 hours of service in each of five calendar years, the date the member reaches normal retirement age, the date the IAP is terminated, the date the active member becomes disabled, or the date the active member dies. Upon retirement, a member of the OPSRP IAP may receive the amounts in his or her employee account, rollover account, and vested employer account as a lump-sum payment or in equal installments over a 5-, 10-, 15-, 20-year period or an anticipated life span option. Each distribution option has a $200 minimum distribution limit.

Death Benefits:
Upon the death of a non-retired member, the beneficiary receives in a lump sum the member's account balance, rollover account balance, and vested employer optional contribution account balance. If a retired member dies before the installment payments are completed, the beneficiary may receive the remaining installment payments or choose a lump-sum payment.

Contributions:
Employees of the District pay six (6) percent of their covered payroll. Effective July 1, 2020, currently employed Tier 1/Tier 2 and OPSRP members earning $2,500 or more per month (increased to $2,535 per month on January 1, 2021) will have a portion of their 6 percent monthly IAP contributions redirected to an Employee Pension Stability Account. The Employee Pension Stability Account will be used to pay part of the member's future benefit. Of the 6 percent monthly IAP contribution, Tier 1/Tier 2 will have 2.5 percent redirected to the Employee Pension Stability Account and OPSRP will have 0.75 percent redirected to the Employee Pension Stability Account, with the remaining going to the member's existing IAP account. Members may voluntarily choose to make additional after-tax contributions into their IAP account to make a full 6 percent contribution to the IAP.

Additional disclosures related to Oregon PERS not applicable to specific employers are available online, or by contacting PERS at the following address: PO Box 23700 Tigard, OR 97281-3700.

http://www.oregon.gov/pers/EMP/Pages/GASB.aspx

6. OTHER POST-EMPLOYMENT BENEFIT PLAN - (RHIA)

Plan Description:
As a member of Oregon Public Employees Retirement System (OPERS) the District contributes to the Retirement Health Insurance Account (RHIA) for each of its eligible employees. RHIA is a cost-sharing multiple-employer defined benefit other postemployment benefit plan administered by OPERS. RHIA pays a monthly contribution toward the cost of Medicare companion health insurance premiums of eligible retirees. Oregon Revised Statute (ORS) 238.420 established this trust fund. Authority to establish and amend the benefit provisions of RHIA reside with the Oregon Legislature. The plan is closed to new entrants after January 1, 2004. OPERS issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing to Oregon Public Employees Retirement System, PO Box 23700, Tigard, OR 97281-3700.

6. OTHER POST-EMPLOYMENT BENEFIT PLAN - (RHIA) (CONTINUED)

Funding Policy:
Because RHIA was created by enabling legislation (ORS 238.420), contribution requirements of the plan members and the participating employers were established and may be amended only by the Oregon Legislature. ORS require that an amount equal to $60 dollars or the total monthly cost of Medicare companion health insurance premiums coverage, whichever is less, shall be paid from the Retirement Health Insurance Account established by the employer, and any monthly cost in excess of $60 dollars shall be paid by the eligible retired member in the manner provided in ORS 238.410. To be eligible to receive this monthly payment toward the premium cost the member must: (1) have eight years or more of qualifying service in OPERS at the time of retirement or receive a disability allowance as if the member had eight years or more of creditable service in OPERS, (2) receive both Medicare Parts A and B coverage, and (3) enroll in an OPERS-sponsored health plan. A surviving spouse or dependent of a deceased OPERS retiree who was eligible to receive the subsidy is eligible to receive the subsidy if he or she (1) is receiving a retirement benefit or allowance from OPERS or (2) was insured at the time the member died and the member retired before May 1, 1991.

Participating employers are contractually required to contribute to RHIA at a rate assessed each year by OPERS, and the District currently contributes 0.05% of annual covered OPERF payroll and 0.00% of OPSRP payroll under a contractual requirement in effect until June 30, 2022. Consistent with GASB Statement 75, the OPERS Board of Trustees sets the employer contribution rates as a measure of the proportionate relationship of the employer to all employers consistent with the manner in which contributions to the OPEB plan are determined. The basis for the employer's portion is determined by comparing the employer's actual, legally required contributions made during the fiscal year to the plan with the total actual contributions made in the fiscal year of all employers.

At June 30, 2022, the District reported a net OPEB asset of $66,063 for its proportionate share of the net OPEB asset. The OPEB asset was measured as of June 30, 2021, and the total OPEB asset used to calculate the net OPEB asset was determined by an actuarial valuation as of December 31, 2019. Consistent with GASB Statement No. 75, paragraph 59(a), the District's proportion of the net OPEB asset is determined by comparing the employer's actual, legally required contributions made during the fiscal year to the Plan with the total actual contributions made in the fiscal year of all employers. As of the measurement date of June 30, 2021 and 2020, the District's proportion was .019 percent and .016 percent, respectively.

Components of OPEB Expense/(Income):

Employer's proportionate share of collective system OPEB Expense/(Income	$ (10,805)
Net amortization of employer-specific deferred amounts from:	
- Changes in proportionate share (per paragraph 64 of GASB 75)	(4,940)
- Differences between employer contributions and employer's proportionate share of system contributions (per paragraph 65 of GASB 75)	-
Employer's Total OPEB Expense/(Income)	$ (15,745)

6. OTHER POST-EMPLOYMENT BENEFIT PLAN - (RHIA) (CONTINUED)

Components of Deferred Outflows/Inflows of Resources:

	Deferred Outflow of Resources	Deferred Inflow of Resources
Difference between expected and actual experience	$ -	$ 1,838
Changes in assumptions	1,300	983
Net difference between projected and actual earnings on pension plan investments	-	15,700
Net changes in proportionate share	-	6,313
Differences between District contributions and proportionate share of contributions	-	-
Subtotal - Amortized deferrals (below)	1,300	24,834
District contributions subsequent to measurement date	-	-
Deferred outflow (inflow) of resources	$ 1,300	$ 24,834

The amount of contributions subsequent to the measurement date will be included as a reduction of the net OPEB asset in the fiscal year ended June 30, 2022.

Subtotal amounts related to OPEB as deferred outflows of resources, $1,300, and deferred inflows of resources, ($24,834), net to ($23,534) and will be recognized in OPEB expense as follows:

Year ending June 30,	Amount
2023	$ (10,028)
2024	(4,962)
2025	(3,584)
2026	(4,960)
2027	-
Thereafter	-
Total	$ (23,534)

All assumptions, methods and plan provisions used in these calculations are described in the Oregon PERS Retirement Health Insurance Account Cost-Sharing Multiple-Employer Other Postemployment Benefit (OPEB) Plan Schedules of Employer Allocations and OPEB Amounts by Employer report, as of and for the Year Ended June 30, 2021. That independently audited report was dated March 1, 2022 and can be found at:

https://www.oregon.gov/pers/EMP/Documents/GASB/2022/Oregon%20PERS%20-%20GASB%2075%20RHIA%20Employer%20Schedules%20-%20FYE%2006-30-2021.pdf

6. OTHER POST-EMPLOYMENT BENEFIT PLAN - (RHIA) (CONTINUED)

Actuarial Methods and Assumptions:

Valuation Date	December 31, 2019
Experience Study Report	2018, Published July 24, 2019
Actuarial cost method	Entry Age Normal
Inflation rate	2.40 percent (reduced from 2.50 percent)
Investment rate of return	6.90 percent (reduced from 7.20 percent)
Discount rate	6.90 percent (reduced from 7.20 percent)
Projected salary increase	3.40 percent (reduced from 3.50 percent)
Retiree healthcare participation	Healthy retirees: 32%; Disabled retirees: 20%
Mortality	Healthy retirees and beneficiaries: Pub-2010 Healthy Retiree, sex distinct, generational with Unisex, Social Security Data Scale, with job category adjustments and set-backs as described in the valuation. Active members: Pub-2010 Employee, sex distinct, generational with Unisex, Social Security Data Scale, with job category adjustments and set-backs as described in the valuation. Disabled retirees: Pub-2010 Disabled Retiree, sex distinct, generational with Unisex, Social Security Data Scale, with job category adjustments and set-backs as described in the valuation.

Actuarial valuations of an ongoing plan involve estimates of value of reported amounts and assumptions about the probability of events far into the future. Actuarially determined amounts are subject to continual revision as actual results are compared to past expectations and new estimates are made about the future. Experience studies are performed as of December 31 of even numbered years. The method and assumptions shown are based on the 2018 Experience Study which is reviewed for the four-year period ending December 31, 2018.

Discount Rate:

The discount rate used to measure the total pension liability as of the measurement dates of June 30, 2021 and 2020 was 6.90 and 7.20 percent, respectively, for the Defined Benefit Pension Plan. The projection of cash flows used to determine the discount rate assumed that contributions from the plan members and those of the contributing employers are made at the contractually required rates, as actuarially determined. Based on those assumptions, the RHIA plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on OPEB plan investments for the RHIA plan was applied to all periods of projected benefit payments to determine the total OPEB asset.

6. OTHER POST-EMPLOYMENT BENEFIT PLAN - (RHIA) (CONTINUED)

Long-Term Expected Rate of Return:

To develop an analytical basis for the selection of the long-term expected rate of return assumption, in June 2021 the PERS Board reviewed long-term assumptions developed by both Milliman's capital market assumptions team and the Oregon Investment Council's (OIC) investment advisors. The table below shows Milliman's assumptions for each of the asset classes in which the plan was invested at that time based on the OIC long-term target asset allocation. The OIC's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes adjustment for the inflation assumption. These assumptions are not based on historical returns, but instead are based on a forward-looking capital market economic model.

Asset Class	Target Allocation	Compound Annual (Geometric) Return
Global Equity	30.62%	5.85%
Private Equity	25.50%	7.71%
Core Fixed Income	23.75%	2.73%
Real Estate	12.25%	5.66%
Master Limited Partnerships	0.75%	5.71%
Infrastructure	1.50%	6.26%
Commodities	0.63%	3.10%
Hedge Fund of Funds - Multistrategy	1.25%	5.11%
Hedge Fund Equity - Hedge	0.63%	5.31%
Hedge Fund - Macro	5.62%	5.06%
US Cash	-2.50%	1.76%
Assumed Inflation - Mean		*2.40%*

(Source: June 30, 2021 PERS ACFR; p. 74)

Sensitivity of the District's proportionate share of the net OPEB liability/(asset) to changes in the discount rate – The following presents the District's proportionate share of the net OPEB liability/(asset) calculated using the discount rate of 6.90 percent, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percent lower (5.90 percent) or one percent higher (7.90 percent) than the current rate.

	1% Decrease (6.20%)	Discount Rate (7.20%)	1% Increase (8.20%)
District's proportionate share of the net OPEB liability (asset)	$ (58,423)	$ (66,063)	$ (72,590)

Changes Subsequent to the Measurement Date

There are no changes subsequent to the June 30, 2021 Measurement Date that meet this requirement and thus would require a brief description under the GASB standard.

7. LONG TERM DEBT OBLIGATIONS

Go Bond Obligation

General Obligation bonds were issued to provide funds for the purpose of funding various construction projects within the District. On April 13, 2021, the District issued $2,100,000 of Series 2021 General Obligation bonds to finance various construction projects. The bond issued a related premium in the amount of $189,477. This interest rate is fixed at 3.00% and is due semiannually on June 15 and December. A new Debt Service fund has been established to be used to liquidate the related debt.

Citizen Bank Loan

The Citizens Bank loan was issued on September 12, 2018 in the amount of $83,000. The interest rate is fixed at 6.49%. The loan was obtained to finance the purchase a house and is pledged as collateral. In the event of default on the bank loan, the obligation contains a remedy clause. If the District is unable to make payments, the lender may declare the entire unpaid principal and unpaid accrued interest immediately due. The General Fund has traditionally been used to liquidate the related debt.

Santander – 2019 Bus Loans

The District purchased two 2019 Blue Bird Buses on February 10, 2019 in the amount of $109,951 and $111,995, respectively. Interest rates are 3.80% fixed and are pledged as collateral. In the event of default on the bank loan, the obligation contains a remedy clause. If the District is unable to make payments, the lender may declare the entire unpaid principal and unpaid accrued interest immediately due. The General Fund has traditionally been used to liquid the related debt.

Santander – 2020 Bus Loan

The District purchased one 2020 Blue Bird Bus on April 1, 2019 in the amount of $111,530. Interest rates are 3.80% fixed and are pledged as collateral. In the event of default on the bank loan, the obligation contains a remedy clause. If the District is unable to make payments, the lender may declare the entire unpaid principal and unpaid accrued interest immediately due. The General Fund has traditionally been used to liquid the related debt.

Santander – 2021 Bus Loan

The District purchased two 2021 Blue Bird Buses on February 15, 2021 in the amount of $116,800 each. Interest rates are 2.25% fixed and are pledged as collateral. In the event of default on the bank loan, the obligation contains a remedy clause. If the District is unable to make payments, the lender may declare the entire unpaid principal and unpaid accrued interest immediately due. The General Fund has traditionally been used to liquid the related debt.

Santander – 2023 Bus Loan

The District purchased two 2023 Blue Bird Buses on April 29, 2022 in the amount of $119,629 each and applied a down payment to each purchase in the amount of $35,888. The District financed $83,741 for each bus. Interest rates are 2.25% fixed and are pledged as collateral. In the event of default on the bank loan, the obligation contains a remedy clause. If the District is unable to make payments, the lender may declare the entire unpaid principal and unpaid accrued interest immediately due. The General Fund has traditionally been used to liquid the related debt.

7. LONG TERM DEBT OBLIGATIONS (CONTINUED)

Santander – 2023 Bus Loan

The District purchased one 2023 Blue Bird Buses on April 29, 2022 in the amount of $119,629 each and applied a down payment to each purchase in the amount of $35,888. The District financed $83,741 for each bus. Interest rates are 2.25% fixed and are pledged as collateral. In the event of default on the bank loan, the obligation contains a remedy clause. If the District is unable to make payments, the lender may declare the entire unpaid principal and unpaid accrued interest immediately due. The General Fund has traditionally been used to liquid the related debt.

The following table shows changes in general obligation bonds and other long-term obligations for the fiscal year ended June 30, 2022.

Issue Date	Interest Rates	Outstanding July 1, 2021	Adjustments & Additions	Matured and Redeemed	Outstanding June 30, 2022	Due Within One Year
Bonds payable:						
GO Bonds Series 2021	3.00%	$ 2,100,000	$ -	$ 10,000	$ 2,090,000	$ 25,000
Direct Borrowing						
Citizen Bank	6.49%	52,724	155	16,525	36,354	17,616
Santander - 2019 Bus #4	3.80%	66,971	361	20,350	46,982	22,322
Santander - 2019 Bus #76	3.80%	68,216	-	22,683	45,533	22,322
Santander - 2020 Bus #5	3.80%	67,585	1	21,695	45,891	22,519
Santander - 2021 Bus #55	2.25%	67,894	24,655	22,371	70,178	22,874
Santander - 2021 Bus #58	2.25%	-	92,549	22,371	70,178	22,874
Santander - 2023 Bus #66	2.97%	-	83,741	-	83,741	20,781
Santander - 2023 Bus #7	2.97%	-	83,741	-	83,741	20,781
		2,423,390	285,203	135,995	2,572,598	197,089
Premium Related to Bond						
2021 Original Issue Premium		189,477	-	7,895	181,582	-
Total Long-Term Obligations		$ 2,612,867	$ 285,203	$ 143,890	$ 2,754,180	$ 197,089

Santander – 2023 Bus Loan

The District purchased one 2023 Blue Bird Buses on September 5, 2022 in the amount of $147,945 and applied a down payment to the purchase in the amount of $44,282. The District financed $109,470 for the bus. Interest rate is 2.97% fixed and are pledged as collateral. The first payment for the bus loan is due on Octob[redacted] 2020 and the payment is $27,114. The term of the loan is 4 years.

8. INTERFUND TRANSFERS

Interfund transfers are comprised of the following at June 30, 2022:

Fund	Transfers Out	Transfers In
General	$ 281,500	$ -
Special Revenue	-	80,853
Federal Lunch Program	-	647
Capital Projects	-	200,000
	$ 281,500	$ 281,500

Transfers were made to fund operations.

9. PROPERTY TAX LIMITATIONS

The State of Oregon voters imposed a constitutional limit on property taxes for schools and non-school government operations. School operations include community colleges, local school districts, and education service districts. The limitation provides that property taxes for school operations are limited to $5.00 for each $1,000 of property market value. This limitation does not apply to taxes levied for principal and interest on general obligation bonded debt. The result of this requirement has been that school districts have become more dependent upon state funding and less dependent upon property tax revenues as their major source of operating revenue.

The State of Oregon voters further reduced property taxes by replacing the previous constitutional limits on tax bases with a rate and value limit in 1997. This reduction is accomplished by rolling property values back to their 1995-96 values less 10% and limiting future tax value growth of each property to no more than 3% per year, subject to certain exceptions. Taxes levied to support bonded debt are exempted from the reductions. The State Constitution sets restrictive voter approval requirements for most tax and many fee increases and new bond issues, and requires the State to minimize the impact to school districts from the impact of the tax cuts.

10. TAX ABATEMENTS

As of June 30, 2022, the District potentially had tax abatements through various state allowed programs that impacted levied taxes. Based on the information available from the county as of the date of issuance of these basic financial statements, there were not material abatements disclosed by the county for the year ended June 30, 2022 for any program covered under GASB 77.

11. COMMITMENTS AND CONTINGENCIES

A substantial portion of operating funding is received from the State of Oregon. State funding is determined through state wide revenue projections that are paid to individual school districts based on pupil counts and other factors in the state school fund revenue formula. Since these projections and pupil counts fluctuate they can cause either increases or decreases in revenue. Due to these future uncertainties at the state level, the future effect on operations cannot be determined.

There is participation in a number of federally assisted grant programs. These programs are subject to program compliance audits by the grantors or their representative. The deferral audits for these programs for the year ended June 30, 2022 have not been conducted. Accordingly, compliance with grant requirements will be established at some future date. The amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined at this time, although such amounts, if any, are expected by management to be immaterial.

The COVID-19 outbreak in the United States has caused substantial disruption to business and local governments due to mandated and voluntary suspension of operation and stay at home orders. There is considerable uncertainty around the duration of the outbreak and the long-term impact to the overall economy. However, the impact of the reduction of economic activity is not determinable.

ALSEA SCHOOL DISTRICT
BENTON COUNTY, OREGON

REQUIRED SUPPLEMENTARY INFORMATION

ALSEA SCHOOL DISTRICT
BENTON COUNTY

REQUIRED SUPPLEMENTARY INFORMATION
June 30, 2022

PERS

SCHEDULE OF THE PROPORTIONATE SHARE OF THE NET PENSION LIABILITY

Year Ended June 30,	(a) Employer's proportion of the net pension liability (NPL)	(b) Employer's proportionate share of the net pension liability (NPL)	(c) Employer's covered payroll	(b/c) NPL as a percentage of covered payroll	Plan fiduciary net position as a percentage of the total pension liability
2022	0.016 %	$ 1,973,359	$ 3,254,560	60.6 %	87.6 %
2021	0.015	3,305,596	1,527,017	216.5	75.8
2020	0.018	3,042,927	1,336,643	227.7	80.2
2019	0.017	2,623,509	1,805,222	145.3	82.1
2018	0.015	2,030,385	1,194,310	170.0	83.1
2017	0.015	2,294,970	1,057,538	217.0	80.5
2016	0.019	1,067,974	966,773	110.5	91.9
2015	0.019	(425,289)	893,771	(47.6)	103.6
2014	0.019	957,471	913,672	104.8	92.0

The amounts presented for each fiscal year were actuarially determined at 12/31 and rolled forward to the measurement date of 6/30 for each year presented.

These schedules are presented to illustrate the requirements to show information for 10 years. However, until a full 10-year trend has been compiled, information is presented only for the years for which the required supplementary information is available.

SCHEDULE OF CONTRIBUTIONS

	Statutorily required contribution	Contributions in relation to the statutorily required contribution	Contribution deficiency (excess)	Employer's covered payroll	Contributions as a percent of covered payroll
2022	$ 1,521,944	$ 1,521,944	$ -	$ 5,173,658	29.4 %
2021	1,092,208	1,092,208	-	3,254,560	33.6
2020	529,762	529,762	-	1,527,017	34.7
2019	374,710	374,710	-	1,336,643	28.0
2018	367,844	367,844	-	1,805,222	20.4
2017	289,838	289,838	-	1,194,310	24.3
2016	203,154	203,154	-	1,057,538	19.2
2015	192,355	192,355	-	966,773	19.9
2014	235,696	235,696	-	893,771	26.4

The amounts presented for each fiscal year were actuarially determined at 12/31 and rolled forward to the measurement date of 6/30 for each year presented.

These schedules are presented to illustrate the requirements to show information for 10 years. However, until a full 10-year trend has been compiled, information is presented only for the years for which the required supplementary information is available.

ALSEA SCHOOL DISTRICT
BENTON COUNTY, OREGON

REQUIRED SUPPLEMENTARY INFORMATION
June 30, 2022

OPEB - RHIA

SCHEDULE OF THE PROPORTIONATE SHARE OF THE NET OPEB ASSET/(LIABILITY) FOR RHIA

Year Ended June 30,	(a) District's Proportion of the net OPEB asset/(liability) (NOA/(L))		(b) District's proportionate share of the net OPEB asset/(liability)(NOA/(L))	(c) District's covered payroll	(b/c) NOA/(L) as a percentage of covered payroll		Plan fiduciary net position as a percentage of the total pension liability	
2022	0.01920	%	$ 66,063	$ 3,254,560	2.03	%	183.9	%
2021	0.01570		31,958	1,527,017	2.09		150.1	
2020	0.01170		22,582	1,336,643	1.69		144.4	
2019	0.01078		12,035	1,508,222	0.80		124.0	
2018	0.01092		4,557	1,194,310	0.38		108.9	
2017	0.01060		(2,888)	1,057,538	(0.27)		90.0	

The amounts presented for each fiscal year were actuarially determined at 12/31 and rolled forward to the measurement date of 6/30 for each year presented.

These schedules are presented to illustrate the requirements to show information for 10 years. However, until a full 10-year trend has been compiled, information is presented only for the years for which the required supplementary information is available.

Amounts for covered payroll (c) use the prior year's data to match the measurement date used by the OPEB plan for each year.

SCHEDULE OF CONTRIBUTIONS FOR RHIA

	Statutorily required contribution	Contributions in relation to the statutorily required contribution	Contribution deficiency (excess)	District's covered payroll	Contributions as a percent of covered payroll	
2022	N/A	$ N/A	$ N/A	$ 5,173,658	N/A	%
2021	N/A	N/A	N/A	3,254,560	N/A	
2020	N/A	N/A	N/A	1,527,017	N/A	
2019	N/A	N/A	N/A	1,336,643	N/A	
2018	N/A	N/A	N/A	1,508,222	N/A	
2017	N/A	N/A	N/A	1,194,310	N/A	

The amounts peresented for each fiscal year were actuarially determined at December 31 and rolled forward to the measurement date of 6/30 for each year presented.

These schedules are presented to illustrate the requirements to show information for 10 years. However, until a full 10-year trend has been compiled, information is presented only for the years for which the required supplementary information is available.

All statutorily required contributions were made and are included within PERS contributions (See p. 32)

ALSEA SCHOOL DISTRICT
BENTON COUNTY, OREGON

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
ACTUAL AND BUDGET
For The Year Ended June 30, 2022

GENERAL FUND

	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL	VARIANCE POSITIVE (NEGATIVE)
REVENUES:				
Local Sources	$ 723,600	723,600	$ 595,317	$ (128,283)
Intermediate Sources	42,400	42,400	8,874	(33,526)
State Sources	7,574,592	10,574,592	10,794,094	219,502
Total Revenues	8,340,592	11,340,592	11,398,285	57,693
EXPENDITURES:				
Instruction	5,044,745	6,544,745 (1)	6,236,122	308,623
Support Services	3,874,093	5,374,093 (1)	5,287,942	86,151
Debt Service	151,499	151,499 (1)	141,278	10,221
Contingency	93,755	93,755 (1)	-	93,755
Total Expenditures	9,164,092	12,164,092	11,665,342	498,750
Excess of Revenues Over (Under) Expenditures	(823,500)	(823,500)	(267,057)	556,443
Other Financing Sources (Uses)				
Sale of or compensation for loss of fix	5,000	5,000	-	5,000
Transfers Out	(281,500)	(281,500) (1)	(281,500)	-
Total Other Financing Sources (Uses)	(276,500)	(276,500)	(281,500)	-
Net Change in Fund Balance	(1,100,000)	(1,100,000)	(548,557)	551,443
Beginning Fund Balance	2,100,000	2,100,000	1,696,388	(403,612)
Ending Fund Balance	$ 1,000,000	$ 1,000,000	$ 1,147,831	$ 147,831

(1) Appropriation level

ALSEA SCHOOL DISTRICT
BENTON COUNTY, OREGON

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
ACTUAL AND BUDGET
For The Year Ended June 30, 2022

SPECIAL REVENUE FUND

	ORIGINAL BUDGET	FINAL BUDGET		ACTUAL	VARIANCE POSITIVE (NEGATIVE)
REVENUES:					
Local Sources	$ -	$ -		$ 10,996	$ 10,996
Intermediate Sources	-	-		24,376	24,376
State Sources	619,506	847,506		792,085	(55,421)
Federal Sources	371,265	371,265		204,039	(167,226)
Total Revenues	990,771	1,218,771		1,031,496	(187,275)
EXPENDITURES:					
Instruction	911,573	911,573	(1)	877,838	33,735
Support Services	82,390	310,390	(1)	336,228	(25,838)
Enterprise and Community Services	-	-	(1)	32,811	(32,811)
Total Expenditures	993,963	1,221,963		1,246,877	(24,914)
Net Change in Fund Balance	(3,192)	(3,192)		(215,381)	(212,189)
Beginning Fund Balance	3,192	3,192		23,075	19,883
Ending Fund Balance	$ -	$ -		$ (192,306)	$ (192,306)

(1) Appropriation level

ALSEA SCHOOL DISTRICT
BENTON COUNTY, OREGON

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
ACTUAL AND BUDGET
For The Year Ended June 30, 2022

FEDERAL LUNCH PROGRAM FUND

	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL	VARIANCE POSITIVE (NEGATIVE)
REVENUES:				
Local Sources	$ 2,000	$ 2,000	$ 1,956	$ (44)
Federal Sources	-	250,000	158,808	(91,192)
Total Revenues	2,000	252,000	160,764	(91,236)
EXPENDITURES:				
Enterprise and Community Services	78,500	328,500 (1)	265,991	62,509
Total Expenditures	78,500	328,500	265,991	62,509
Excess of Revenues Over (Under) Expenditures	(76,500)	(76,500)	(105,227)	(28,727)
Other Financing Sources (Uses)				
Transfers In	76,500	76,500	647 (2)	(75,853)
Total Other Financing Sources (Uses)	76,500	76,500	647	(42,071)
Net Change in Fund Balance	-	-	(104,580)	(104,580)
Beginning Fund Balance	-	-	(21)	(21)
Ending Fund Balance	$ -	$ -	$ (104,601)	$ (104,601)

(1) Appropriation Level

(2) Included in this transfer from the General Fund is the required state revenue match of $647 the District must transfer to the Services Fund for National School Lunch Support in order to meet the general cash assistance match.

ALSEA SCHOOL DISTRICT
BENTON COUNTY, OREGON

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
ACTUAL AND BUDGET
For The Year Ended June 30, 2022

STUDENT BODY FUND

	ORIGINAL BUDGET	FINAL BUDGET		ACTUAL	VARIANCE POSITIVE (NEGATIVE)
REVENUES:					
Local Sources	$ 55,800	$ 55,800		$ 18,242	$ (37,558)
Total Revenues	55,800	55,800		18,242	(37,558)
EXPENDITURES:					
Instruction	90,800	90,800	(1)	21,611	69,189
Total Expenditures	90,800	90,800		21,611	69,189
Net Change in Fund Balance	(35,000)	(35,000)		(3,369)	31,631
Beginning Fund Balance	35,000	35,000		35,944	944
Ending Fund Balance	$ -	$ -		$ 32,575	$ 32,575

(1) Appropriation Level

ALSEA SCHOOL DISTRICT
BENTON COUNTY, OREGON

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
ACTUAL AND BUDGET
For The Year Ended June 30, 2022

DEBT SERVICE FUND

	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL	VARIANCE POSITIVE (NEGATIVE)
REVENUES:				
Local Sources	$ 120,000	$ 120,000	$ 113,275	$ (6,725)
Intermediate Sources	-	-	13	13
Total Revenues	120,000	120,000	113,288	(6,712)
EXPENDITURES:				
Debt Service	83,850	83,850 (1)	83,850	-
Total Expenditures	83,850	83,850	83,850	-
Net Change in Fund Balance	36,150	36,150	29,438	(6,712)
Beginning Fund Balance	-	-	-	-
Ending Fund Balance	$ 36,150	$ 36,150	$ 29,438	$ (6,712)

(1) Appropriation level

Note: This fund's activities have been combined with the General Fund activiites in accordance with GASB 54 due to it's financing resources being derived primarily from General Fund transfers.

ALSEA SCHOOL DISTRICT
BENTON COUNTY, OREGON

SUPPLEMENTARY INFORMATION

ALSEA SCHOOL DISTRICT
BENTON COUNTY, OREGON

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
ACTUAL AND BUDGET
For The Year Ended June 30, 2022

CAPITAL PROJECTS FUND

	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL	VARIANCE POSITIVE (NEGATIVE)
REVENUES:				
Local Sources	$ 32,000	$ 32,000	$ -	$ (32,000)
State Sources	1,740,000	1,740,000	-	(1,740,000)
Total Revenues	1,772,000	1,772,000	-	(1,772,000)
EXPENDITURES:				
Facilities Acquisitions & Construction	1,300,000	1,300,000 (1)	462,501	837,499
Total Expenditures	1,300,000	1,300,000	462,501	837,499
Excess of Revenues Over (Under) Expenditures	472,000	472,000	(462,501)	(934,501)
Other Financing Sources (Uses)				
Transfers In	200,000	200,000	200,000	-
Total Other Financing Sources (Uses)	200,000	200,000	200,000	-
Net Change in Fund Balance	672,000	672,000	(262,501)	(934,501)
Beginning Fund Balance	1,950,000	1,950,000	2,264,458	314,458
Ending Fund Balance	$ 2,622,000	$ 2,622,000	$ 2,001,957	$ (620,043)

(1) Appropriation level

ALSEA SCHOOL DISTRICT
BENTON COUNTY, OREGON

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
ACTUAL AND BUDGET
For The Year Ended June 30, 2022

BUS REPLACEMENT FUND

	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL	VARIANCE POSITIVE (NEGATIVE)
REVENUES:				
State Sources	$ 72,000	$ 72,000	$ -	$ (72,000)
Total Revenues	72,000	72,000	-	(72,000)
EXPENDITURES:				
Support Services	72,000	72,000 (1)	71,776	224
Total Expenditures	72,000	72,000	71,776	224
Excess of Revenues Over (Under) Expenditures	-	-	(71,776)	(71,776)
Other Financing Sources (Uses)				
Transfers In	5,000	5,000	80,853	75,853
Total Other Financing Sources (Uses)	5,000	5,000	80,853	4,301
Net Change in Fund Balance	5,000	5,000	9,077	4,077
Beginning Fund Balance	21,309	21,309	26,310	5,001
Ending Fund Balance	$ 26,309	$ 26,309	$ 35,387	$ 9,078

(1) Appropriation Level

ALSEA SCHOOL DISTRICT
BENTON COUNTY, OREGON

SCHEDULE OF PROPERTY TAX TRANSACTIONS AND BALANCES
OF TAXES UNCOLLECTED - GENERAL FUND
For The Year Ended June 30, 2022

TAX YEAR	ORIGINAL LEVY OR BALANCE UNCOLLECTED 7/1/21	DEDUCT DISCOUNTS	ADJUSTMENTS TO ROLLS	ADD INTEREST	CASH COLLECTIONS BY COUNTY TREASURER	BALANCE UNCOLLECTED OR UNSEGREGATED 6/30/22
Current:						
2021-22	$ 475,929	13,007	(1,084)	288	456,637	$ 5,489
Prior Years:						
2020-21	3,742	(1)	(618)	223	1,898	1,450
2019-20	1,716	(1)	(331)	258	882	762
2018-19	850	(1)	(284)	235	508	294
2017-18	377	-	(166)	162	300	73
Prior	293	-	(51)	48	58	232
Total Prior	6,978	(3)	(1,450)	926	3,646	2,811
Total General Fund	$ 482,907	$ 13,004	$ (2,534)	$ 1,214	$ 460,283	$ 8,300

RECONCILIATION TO REVENUE:	GENERAL FUND
Cash Collections by County Treasurers Above	$ 460,283
Accrual of Receivables:	
June 30, 2021	(239)
June 30, 2022	1,884
Taxes in Lieu	5,260
Total Revenue	$ 467,188

ALSEA SCHOOL DISTRICT
BENTON COUNTY, OREGON

SCHEDULE OF PROPERTY TAX TRANSACTIONS AND BALANCES
OF TAXES UNCOLLECTED - DEBT SERVICE FUND
For The Year Ended June 30, 2022

TAX YEAR	ORIGINAL LEVY OR BALANCE UNCOLLECTED 7/1/21	DEDUCT DISCOUNTS	ADJUSTMENTS TO ROLLS	ADD INTEREST	CASH COLLECTIONS BY COUNTY TREASURER	BALANCE UNCOLLECTED OR UNSEGREGATED 6/30/22
Current:						
2021-22	$ 119,991	3,280	-	73	115,127	$ 1,384
Prior Years:						
2020-21	1,691	(1)	-	103	869	641
2019-20	717	-	-	112	378	309
2018-19	391	(1)	-	110	235	133
2017-18	185		-	82	149	34
Prior Years:	142	-	-	24	30	111
Total Prior	3,126	(2)	-	431	1,661	1,228
Total General Fund	$ 123,117	$ 3,278	$ -	$ 504	$ 116,788	$ 2,612

RECONCILIATION TO REVENUE:	GENERAL FUND
Cash Collections by County Treasurers Above	$ 116,788
Accrual of Receivables:	
June 30, 2021	(4,193)
June 30, 2022	318
Total Revenue	$ 112,913

ALSEA SCHOOL DISTRICT
BENTON COUNTY, OREGON

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
As required by the Oregon Department of Education
For The Year Ended June 30, 2022

Federal Grantor/Pass Through Grantor/ Program Title	Pass Through Organization	Federal CFDA Number	Pass Through Entity Number	Grant Period	Expenditures
US. DEPARTMENT OF EDUCATION					
Title IA	Oregon Department of Education	84.010	58202	2020-22	$ 6,260
Title IA	Oregon Department of Education	84.010	66912	2021-22	24,279
Title IA	Oregon Department of Education	84.010	60351	2020-22	$ 17,130
Title IA	Oregon Department of Education	84.010	67934	2021-23	35,648
Total Title I Cluster					**83,317**
Title IIA - Teacher Quality	Oregon Department of Education	84.367	66912	2021-22	5,785
Total Title IIA-Teacher Quality					**5,785**
Title IV-A-Student Support and Academic Enrichment	Oregon Department of Education	84.424	66701	2021-22	10,000
Total Title IV					**10,000**
Special Education cluster (IDEA)	Oregon Department of Education	84.027	68562	2020-23	47,473
	Oregon Department of Education	84.027	68313	2021-23	11,735
	Oregon Department of Education	84.027	68853	2021-23	1,313
	Oregon Department of Education	84.027	69097	2021-23	
Total Special Education Cluster					**60,521**
ESSER III	Oregon Department of Education	84.425	64824	2020-24	1,071
Total ESSER III					**1,071**
Total U.S. Department of Education					**160,694**
U.S. DEPARTMENT OF AGRICULTURE					
School Breakfast Program	Oregon Department of Education	10.553/555		2021-22	5,880
National School Lunch Program	Oregon Department of Education	10.553		2021-22	58,803
National School Lunch Program	Oregon Department of Education	10.555		2021-22	101,935
National School Lunch Program-CNC CARES	Oregon Department of Education	10.555		2021-22	9,619
CNP-NSLP Equipment Grant	Oregon Department of Education	10.579		2019-22	12,878
SNAP State and Local Grant	Oregon Department of Education	10.649		2021-22	614
Summer Food	Oregon Department of Education	10.559		2021-22	367
Total CNC Cluster					**190,096**
Federal Forest Fees	Benton and Lane Counties	10.665		2021-22	-
Passed through U.S. Department of Education					
Small, Rural School Achievement Program	Federal Government G5	84.358A		2021-22	26,962
Total U.S. Department of Agriculture					**217,058**
Total Grants Expended or Passed Through to Sub Recipients					**377,752**
TOTAL FEDERAL AWARDS EXPENDED					**$ 377,752**

Reconciliation to Federal Revenue:	
Federal Revenue Reported:	377,752
Accruals/Deferrals:	(14,905)
Federal Awards:	362,847

ALSEA SCHOOL DISTRICT
LANE COUNTY, OREGON

OTHER INFORMATION

ALSEA SCHOOL DISTRICT
BENTON COUNTY, OREGON

SUPPLEMENTAL INFORMATION
As Required by The Oregon Deptment of Education
For The Year Ended June 30, 2022

A. Energy bills for heating - all funds:

		Objects 325 and 326 and 327
Function 2540	$	70,061
Function 2550		-

B. Replacement of equipment - General Fund:

Include all General Fund expenditures in Object 542, except for the following exclusions:

				Amount
Exclude these functions:				
1113, 1122 & 1132	Co-curricular activities	4150	Construction	$ -
1140	Pre-kindergarten	2550	Pupil transportation	
1300	Continuing education	3100	Food service	
1400	Summer school	3300	Community services	

ALSEA SCHOOL DISTRICT
BENTON COUNTY, OREGON

INDEPENDENT AUDITORS' REPORT REQUIRED BY OREGON STATE REGULATIONS

7. Payment of bills for January 2023

Alsea School District 7J

Disbursement Detail Listing

Bank Name: Citizens Bank - Checking
Date Range: 01/01/2023 - 01/31/2023
Sort By: Check
Voucher Range: -
Dollar Limit: $0.00
Fiscal Year: 2022-2023

☐ Print Employee Vendor Names ☐ Exclude Voided Checks ☐ Exclude Manual Checks ☑ Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
Bank Name: Citizens Bank - Checking							
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230115-3	100.2540.0417.000.000.000	Triplex Circut Breaker	$39.68
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230115-4	100.2540.0417.000.000.000	Elec Supplies, Propane, Air Compress Oil	$287.02
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230115-4	100.2550.0410.000.000.000	Python & Maxgrip Connectors	$83.65
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230118-28	100.2550.0410.000.000.000	Lens Restoration System	$32.33
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230118-29	100.2550.0410.000.000.601	Bus 76 Headlight Bulb	$13.58
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230198R	100.2550.0322.000.000.000	Refundable Core Charge	($229.50)
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230231-5	100.2550.0410.000.000.000	(10) Rubber Engine Seals	$91.68
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230251-1	100.1131.0410.007.560.000	Forestry Compasses	$119.58
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230251-2	100.1131.0410.007.560.000	Forestry Compasses	$478.32
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230269-3	100.2410.0354.000.000.612	Advertisement for LAHO	$140.20
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230302	252.1121.0410.005.550.000	Vinyl Printer Ink - Shop	$209.44
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230302	252.1131.0410.007.550.000	Vinyl Printer Ink - Shop	$314.16
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230304-1	100.1111.0410.006.051.000	Classroom Supplies	$18.99
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230304-2	100.1111.0410.006.051.000	Classroom Supplies	$26.97
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230306-10	100.2410.0353.000.000.612	LAHO Postage - FedEx	$22.00
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230306-11	100.2410.0353.000.000.612	LAHO Postage - FedEx	$173.05
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230306-12	100.2410.0353.000.000.612	LAHO Postage - FedEx	$78.26
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230306-7	100.2410.0353.000.000.612	LAHO Postage - FedEx	$56.77
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230306-8	100.2410.0353.000.000.612	LAHO Postage - FedEx	$76.61
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230306-9	100.2410.0353.000.000.612	LAHO Postage - FedEx	$51.00
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230307-5	100.2410.0354.000.000.612	Advertisement for LAHO - Facebook Ads	$75.64
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230314	100.1131.0410.007.290.000	Butane Fuel Canisters 24 pk	$64.59
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230315	100.2550.0410.000.000.000	Bus Wiper Blades	$23.61
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230315	100.2550.0410.000.000.000	Van Wiper Blades	$20.51

Alsea School District 7J

Disbursement Detail Listing

Bank Name: Citizens Bank - Checking
Date Range: 01/01/2023 - 01/31/2023
Sort By: Check
Voucher Range: -
Dollar Limit: $0.00
Fiscal Year: 2022-2023

☐ Print Employee Vendor Names ☐ Exclude Voided Checks ☐ Exclude Manual Checks ☑ Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230315	100.2550.0410.000.000.000	Van Wiper Blades	$13.73
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230316	100.2550.0410.000.000.000	Bus upgraded headlight bulbs	$263.94
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230329	259.1113.0410.006.000.310	Books for 4th Grade Christmas	$67.00
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230336-1	252.1121.0410.005.550.000	Upgrades for Bluetooth Usage	$2.74
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230336-1	252.1131.0410.007.550.000	Upgrades for Bluetooth Usage	$4.11
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230336-2	252.1121.0410.005.550.000	Upgrades for Bluetooth Usage	$31.60
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230336-2	252.1131.0410.007.550.000	Upgrades for Bluetooth Usage	$47.41
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230337	252.1121.0410.005.550.000	Replacement parts for 3D printer	$25.96
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230337	252.1131.0410.007.550.000	Replacement parts for 3D printer	$38.93
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230338-1	252.1121.0410.005.550.000	Shop Paint	$10.79
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230338-1	252.1131.0410.007.550.000	Shop Paint	$16.18
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230338-2	252.1121.0410.005.550.000	Shop Paint	$20.54
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230338-2	252.1131.0410.007.550.000	Shop Paint	$30.80
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230353-1	200.1131.0410.007.221.411	Weather Station Supplies	$155.25
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230355	100.1131.0410.007.560.000	Hardware for Forestry targets.	$159.66
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230360-1	100.2540.0322.000.000.000	Recycling Services	$205.65
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230361-1	100.2410.0353.000.000.612	LAHO Postage – USPS	$19.92
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230361-2	100.2410.0353.000.000.612	LAHO Postage – USPS	$22.21
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230361-3	100.2410.0353.000.000.612	LAHO Postage – USPS	$23.40
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230361-4	100.2410.0353.000.000.612	LAHO Postage – USPS	$28.75
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230361-5	100.2410.0353.000.000.612	LAHO Postage – USPS	$77.25

Disbursement Detail Listing

Bank Name: Citizens Bank - Checking
Date Range: 01/01/2023 - 01/31/2023
Sort By: Check
Voucher Range: -
Dollar Limit: $0.00
Fiscal Year: 2022-2023

☐ Print Employee Vendor Names ☐ Exclude Voided Checks ☐ Exclude Manual Checks ☑ Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230361-6	100.2410.0353.000.000.612	LAHO Postage - USPS	$127.20
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230361-7	100.2410.0353.000.000.612	LAHO Postage - USPS	$45.40
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230361-8	100.2410.0353.000.000.612	LAHO Postage - USPS	$39.05
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230362-1	100.2540.0351.000.000.612	EFax Yearly Subscription Fee	$199.50
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230362-2	100.2540.0351.000.000.612	EFax Usage	$10.00
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230362-3	100.2540.0351.000.000.612	EFax Usage	$10.00
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230362-4	100.2540.0351.000.000.612	EFax Usage	$10.00
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230362-5	100.2540.0351.000.000.612	EFax Usage	$10.00
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230362-6	100.2540.0351.000.000.612	EFax Usage	$10.00
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230362-7	100.2540.0351.000.000.612	EFax Usage	$10.00
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230362-8	100.2540.0351.000.000.612	EFax Monthly Usage	$10.00
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230362-9	100.2540.0351.000.000.612	EFax Monthly Usage	$10.00
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230373	259.1132.0640.007.000.467	A.Hart- Food Handlers Concessions	$10.00
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230374	252.1131.0353.007.550.000	Shipping for Shop Tool Maintenance	$33.49
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230376-1	100.2550.0418.000.000.000	Fuel - 22.956 Gal @ $3.699 Truck for Wrestling in	$84.91
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230376-2	100.2550.0418.000.000.000	Fuel - 21.634 Gal @ $3.559 Truck for Wrestling in	$77.00
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230379	100.1121.0410.005.050.500	J-Term - Cards/Chips	$33.06
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230379	100.1131.0410.007.050.500	J-Term - Cards/Chips	$49.60
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230380-1	100.1121.0410.005.050.500	J-Term - Retro Game Controllers	$17.98
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230380-1	100.1131.0410.007.050.500	J-Term - Retro Game Controllers	$26.97
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230380-2	100.1121.0410.005.050.500	J-Term - Retro Game Controllers	$35.56

Alsea School District 7J

Disbursement Detail Listing

Bank Name: Citizens Bank - Checking
Date Range: 01/01/2023 - 01/31/2023
Sort By: Check
Voucher Range: -
Dollar Limit: $0.00
Fiscal Year: 2022-2023

☐ Print Employee Vendor Names ☐ Exclude Voided Checks ☐ Exclude Manual Checks ☑ Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230380-2	100.1131.0410.007.050.500	J-Term - Retro Game Controllers	$53.34
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230381	100.1121.0410.005.050.500	J-Term - Painting Supplies	$209.59
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230382-1	100.1121.0410.005.050.500	J-Term - Basket Weaving Supplies	$61.78
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230382-1	100.1131.0410.007.050.500	J-Term - Basket Weaving Supplies	$92.67
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230382-2	100.1121.0410.005.050.500	J-Term - Basket Weaving Supplies	$1.90
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230382-2	100.1131.0410.007.050.500	J-Term - Basket Weaving Supplies	$2.84
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230382-3	100.1121.0410.005.050.500	J-Term - Basket Weaving Supplies	$11.82
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230382-3	100.1131.0410.007.050.500	J-Term - Basket Weaving Supplies	$17.73
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230385	259.1132.0410.007.000.467	Popcorn Buckets for Concessions	$77.85
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230394	100.2142.0389.000.320.612	Hotel for Samuel Aley in Salem	$220.50
NCB	01/27/2023	1218	BMO - Credit Card Purchases	22230603-13	100.2410.0353.000.000.612	LAHO Postage - FedEx	$127.89
NCB	01/27/2023	1218	BMO - Credit Card Purchases	2223126-1	100.1250.0351.000.320.612	Online SpEd Support Phone	$75.27
NCB	01/27/2023	1218	BMO - Credit Card Purchases	2223126-1	100.2113.0351.000.000.000	Family Support Staff Phone	$64.51
NCB	01/27/2023	1218	BMO - Credit Card Purchases	2223126-1	100.2540.0351.000.000.612	LAHO Staff Phone	$55.52
NCB	01/27/2023	1218	BMO - Credit Card Purchases	2223127-1	100.2321.0342.000.000.000	S.Gallagher Lodging - Winter Conf 1/25-1/27	$220.90
NCB	01/27/2023	1218	BMO - Credit Card Purchases	2223131-1	100.2321.0410.000.000.000	Printer Drum	$131.48
NCB	01/27/2023	1218	BMO - Credit Card Purchases	2223131-2	100.2321.0410.000.000.000	(2) Toner Cartridges	$157.96

Disbursement Detail Listing

Bank Name: Citizens Bank - Checking
Date Range: 01/01/2023 - 01/31/2023
Sort By: Check
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Dollar Limit: $0.00
Fiscal Year: 2022-2023

☐ Print Employee Vendor Names ☐ Exclude Voided Checks ☐ Exclude Manual Checks ☑ Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
NCB	01/27/2023	1218	BMO - Credit Card Purchases	2223132	100.2520.0353.000.000.000	Certified Mail for Insurance Invoice	$4.60
NCB	01/27/2023	1218	BMO - Credit Card Purchases	2223133	100.2520.0640.000.000.000	OSPA Membership - R. Smallwood	$110.00
						Check Total:	$6,091.83
10637	01/06/2023	1186	AFPLANSERV	22113093777	100.2520.0640.000.000.000	403(b) Plan Fee Billing	$18.00
						Check Total:	$18.00
10638	01/06/2023	1186	American Solutions for Business	INV06403912	100.2520.0410.000.000.000	W2/1099 Accounting Forms	$98.12
						Check Total:	$98.12
10639	01/06/2023	1186	Ball Janik LLP	266502	410.4150.0382.000.000.000	Review Bond CMGC Procurement	$4,762.50
						Check Total:	$4,762.50
10640	01/06/2023	1186	BEST POTS, INC.	490411	100.2540.0324.000.000.000	Blue Room Rental - Bus Barn	$112.80
						Check Total:	$112.80
10641	01/06/2023	1186	Betsy Brooks	12	100.2134.0389.000.000.000	December Hours Worked	$515.63
						Check Total:	$515.63
10642	01/06/2023	1186	C.J. HANSON CO. INC.	WO-0016534	100.2540.0322.000.000.000	Boiler Maintenance	$2,640.00
						Check Total:	$2,640.00
10643	01/06/2023	1186	CARSON OIL CO., INC./MSC 63052	0799722Bio	100.2550.0418.000.000.000	Biodiesel 583.0 Gal @ $3.3152	$1,932.79
10643	01/06/2023	1186	CARSON OIL CO., INC./MSC 63052	0799722Unlead	100.2550.0418.000.000.000	Unleaded Fuel 124.9 Gal @ $2.7585	$344.54
						Check Total:	$2,277.33
10644	01/06/2023	1186	Cintas Corporation - 172	1903570464	265.2544.0410.000.000.000	Tampons for Dispensers	$179.99
10644	01/06/2023	1186	Cintas Corporation - 172	4140155143	100.2540.0416.000.000.000	Custodial Supplies for 22/23 school year	$755.69
10644	01/06/2023	1186	Cintas Corporation - 172	4140855133	100.2540.0416.000.000.000	Custodial Supplies for 22/23 school year	$391.00
						Check Total:	$1,326.68
10645	01/06/2023	1186	COENERGY -Valley Office	24226	100.2540.0326.000.000.000	Propane for Maintenance Shop	$203.75

Disbursement Detail Listing

Bank Name: Citizens Bank - Checking
Date Range: 01/01/2023 - 01/31/2023
Sort By: Check
Voucher Range: -
Dollar Limit: $0.00
Fiscal Year: 2022-2023

☐ Print Employee Vendor Names ☐ Exclude Voided Checks ☐ Exclude Manual Checks ☑ Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
						Check Total:	$203.75
10646	01/06/2023	1186	CONSUMERS POWER INC.	14280200 - 1/3/23	100.2540.0325.000.000.000	Electric Services	$156.46
10646	01/06/2023	1186	CONSUMERS POWER INC.	486400 - 1/3/23	100.2540.0325.000.000.000	Electric Services	$1,882.56
10646	01/06/2023	1186	CONSUMERS POWER INC.	486401 - 1/3/23	100.2540.0325.000.000.000	Electric Services	$302.34
10646	01/06/2023	1186	CONSUMERS POWER INC.	486402 - 1/3/23	100.2540.0325.000.000.000	Electric Services	$173.11
10646	01/06/2023	1186	CONSUMERS POWER INC.	486403 - 1/3/23	100.2540.0325.000.000.000	Electric Services	$196.13
						Check Total:	$2,710.60
10647	01/06/2023	1186	David Crowe	DC Reimb 1/5/22	100.1131.0410.007.560.000	Hardware for Axe Targets - Forestry	$44.09
						Check Total:	$44.09
10648	01/06/2023	1186	Day Wireless Systems	756114	100.2660.0359.000.000.000	Wireless Service	$1,801.22
						Check Total:	$1,801.22
10649	01/06/2023	1186	DE Athletic, Inc.	1003	100.1132.0419.007.230.000	Men's Singlets XS-XL	$444.92
10649	01/06/2023	1186	DE Athletic, Inc.	1003	100.1132.0419.007.230.000	Men's Singlet XXXL	$59.99
10649	01/06/2023	1186	DE Athletic, Inc.	1003	100.1132.0419.007.230.000	Women's Singlets M	$99.98
10649	01/06/2023	1186	DE Athletic, Inc.	1003	100.1132.0419.007.230.000	Wrestling Warm ups XS-XL	$1,000.00
10649	01/06/2023	1186	DE Athletic, Inc.	1003	100.1132.0419.007.230.000	Wrestling Warm up XXXL	$215.00
						Check Total:	$1,819.89
10650	01/06/2023	1186	FinalForms	011698CC	100.1122.0640.005.230.000	Athletic Forms - Winter Registration Fees	$20.00
10650	01/06/2023	1186	FinalForms	011698CC	100.1132.0640.007.230.000	Athletic Forms - Winter Registration Fees	$20.00
						Check Total:	$40.00
10651	01/06/2023	1186	HMK Company	2288	410.4150.0385.000.000.000	Bond Project Manager Services Nov	$125.00
						Check Total:	$125.00
10652	01/06/2023	1186	Industrial Welding Supply, Inc.	00293172	259.1132.0324.007.000.403	Helium Tank Rental	$5.00
						Check Total:	$5.00
10653	01/06/2023	1186	Instructure, Inc.	INV391454	100.1288.0470.000.000.612	Learn at Home Oregon Platform Software	$11,620.00
						Check Total:	$11,620.00

Disbursement Detail Listing

Bank Name: Citizens Bank - Checking
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Dollar Limit: $0.00
Fiscal Year: 2022-2023

☐ Print Employee Vendor Names ☐ Exclude Voided Checks ☐ Exclude Manual Checks ☑ Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
10654	01/06/2023	1186	Joseph High School	2023Cosgrove	100.1132.0640.007.230.000	2023 Cosgrove-Eschler Wrestling Tournament Fees	$100.00
						Check Total:	$100.00
10655	01/06/2023	1186	LAWRENCE COMPANY	15391	100.2310.0389.000.000.000	Unemployment Services 7/1/22 - 6/30/23	$50.00
						Check Total:	$50.00
10656	01/06/2023	1186	LES & BOB'S SPORTS & APPAREL	38076	100.1132.0419.007.230.000	HS Sports Uniforms 22/23 - G.Basketball	$140.00
						Check Total:	$140.00
10657	01/06/2023	1186	Employee Vendor	RL Reimb 12/18/22	100.1121.0410.005.050.500	J-Term - Playing Cards	$14.42
10657	01/06/2023	1186	Employee Vendor	RL Reimb 12/18/22	100.1131.0410.007.050.500	J-Term - Playing Cards	$21.64
10657	01/06/2023	1186	Employee Vendor	RL Reimb 12/18/22	259.1132.0410.007.000.467	Concessions Supplies	$129.99
						Check Total:	$166.05
10658	01/06/2023	1186	Modern Building Systems, Inc.	0139975	100.2540.0324.000.000.000	Modular Building Rental	$780.42
						Check Total:	$780.42
10659	01/06/2023	1186	Monroe High School Wrestling	2023Howell	100.1132.0640.007.230.000	2023 Howell Invitational Wrestling Tournament Fees	$60.00
						Check Total:	$60.00
10660	01/06/2023	1186	Nicole Davis	ND Mileage 1/4/23	100.1132.0342.007.230.000	Mileage for Bandon Basketball Tournament Trip	$278.13
						Check Total:	$278.13
10661	01/06/2023	1186	PEAK INTERNET	176352 - 1/1/23	100.2660.0351.000.000.000	Monthly 1GB (2) and 500 Mb (1) Ethernet Transport	$339.50
						Check Total:	$339.50
10662	01/06/2023	1186	PIONEER TELEPHONE COOPERATIVE	101858 - 1/1/23	100.1140.0351.000.000.000	Preschool Internet - Reimbursed	$59.89
10662	01/06/2023	1186	PIONEER TELEPHONE COOPERATIVE	101858 - 1/1/23	100.2660.0351.000.000.000	Monthly Telephone Service	$1,112.03
						Check Total:	$1,171.92
10663	01/06/2023	1186	PresenceLearning, Inc.	INV54960	100.2152.0389.000.320.000	Online Speech Language Pathology	$1,159.25

Disbursement Detail Listing

Bank Name: Citizens Bank - Checking
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Dollar Limit: $0.00
Fiscal Year: 2022-2023

☐ Print Employee Vendor Names ☐ Exclude Voided Checks ☐ Exclude Manual Checks ☑ Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
10663	01/06/2023	1186	PresenceLearning, Inc.	INV54960	100.2152.0389.000.320.000	SP Evaluation - Pre-Referral & Record Review	$321.96
10663	01/06/2023	1186	PresenceLearning, Inc.	INV54960	100.2152.0389.000.320.612	SP Evaluation - Pre-Referral & Record Review	$653.69
10663	01/06/2023	1186	PresenceLearning, Inc.	INV54960	100.2152.0389.000.320.612	Online Speech Language Pathology	$2,353.62
10663	01/06/2023	1186	PresenceLearning, Inc.	INV54960	100.2160.0389.000.320.000	OT Evaluation and Services	$1,104.29
10663	01/06/2023	1186	PresenceLearning, Inc.	INV54960	100.2160.0389.000.320.612	OT Evaluation and Services	$2,242.04
						Check Total:	$7,834.85
10664	01/06/2023	1186	REPUBLIC SERVICES #452	0452-004912890	100.2540.0328.000.000.000	Garbage Service	$1,158.91
						Check Total:	$1,158.91
10665	01/06/2023	1186	SAFETY-KLEEN	90745352	100.2550.0410.000.000.000	Oil Drum	$760.90
						Check Total:	$760.90
10666	01/06/2023	1186	SALEM FIRE ALARM	83212	100.2540.0322.000.000.000	Alarm Monitoring Service	$90.00
						Check Total:	$90.00
10667	01/06/2023	1186	Seesaw Learning, Inc	2021-78679	100.1111.0470.006.050.000	Seesaw - 400 Student Licenses 1/1/23 -	$2,054.11
10667	01/06/2023	1186	Seesaw Learning, Inc	2021-78679	100.1111.0470.006.050.612	Seesaw - 400 Student Licenses 1/1/23 -	$2,054.10
						Check Total:	$4,108.21
10668	01/06/2023	1186	SILKE COMMUNICATIONS INC.	127259	100.2550.0351.000.000.000	Annual Admin Recovery Fee	$78.00
						Check Total:	$78.00
10669	01/06/2023	1186	The Hungerford Law Firm, LLP	11236	100.2310.0382.000.000.000	Legal Services for Labor Law/BOLI	$530.70
						Check Total:	$530.70
10670	01/12/2023	1198	BENTON COUNTY HEALTH DEPARTMENT	EH23-35	299.3100.0380.000.000.000	Food Inspections - Indoor Concessions	$254.00
						Check Total:	$254.00

Disbursement Detail Listing

Bank Name: Citizens Bank - Checking **Date Range:** 01/01/2023 - 01/31/2023 **Sort By:** Check

Fiscal Year: 2022-2023 **Voucher Range:** - **Dollar Limit:** $0.00

☐ Print Employee Vendor Names ☐ Exclude Voided Checks ☐ Exclude Manual Checks ☑ Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
10671	01/12/2023	1198	BENTON COUNTY PUBLIC WORKS	0370 - 12/31/22	100.2540.0327.000.000.000	Water & Sewer Services	$150.40
10671	01/12/2023	1198	BENTON COUNTY PUBLIC WORKS	0390 - 12/31/22	100.2540.0327.000.000.000	Water & Sewer Services	$63.00
10671	01/12/2023	1198	BENTON COUNTY PUBLIC WORKS	0400 - 12/31/22	100.2540.0327.000.000.000	Water & Sewer Services	$34.00
						Check Total:	$247.40
10672	01/12/2023	1198	CARSON OIL CO., INC./MSC 63052	0806686	100.2540.0326.000.000.000	Heating Fuel 1004.2 Gal @ $3.4675	$3,482.14
10672	01/12/2023	1198	CARSON OIL CO., INC./MSC 63052	0806899	100.2550.0418.000.000.000	Biodiesel DEF 55 gal @ $4.40	$252.89
10672	01/12/2023	1198	CARSON OIL CO., INC./MSC 63052	0808385	100.2550.0418.000.000.000	Unleaded Fuel 125.7 Gal @ $2.9334	$368.73
						Check Total:	$4,103.76
10673	01/12/2023	1198	COENERGY -Valley Office	24308	100.2540.0326.000.000.000	Propane for Playshed heater	$152.88
						Check Total:	$152.88
10674	01/12/2023	1198	CORVALLIS SCHOOL DISTRICT 509J	23029	299.3100.0450.000.000.000	Adult Food - Nov	$163.13
10674	01/12/2023	1198	CORVALLIS SCHOOL DISTRICT 509J	23029	299.3100.0450.000.000.123	FOOD: SNP Breakfast - Nov	$3,704.00
10674	01/12/2023	1198	CORVALLIS SCHOOL DISTRICT 509J	23029	299.3100.0450.000.000.124	FOOD: SNP Lunch - Nov	$6,039.00
10674	01/12/2023	1198	CORVALLIS SCHOOL DISTRICT 509J	23032	299.3100.0450.000.000.000	Adult Food - Dec	$105.19
10674	01/12/2023	1198	CORVALLIS SCHOOL DISTRICT 509J	23032	299.3100.0450.000.000.123	FOOD: SNP Breakfast - Dec	$2,388.00
10674	01/12/2023	1198	CORVALLIS SCHOOL DISTRICT 509J	23032	299.3100.0450.000.000.124	FOOD: SNP Lunch - Dec	$3,153.00
						Check Total:	$15,552.32
10675	01/12/2023	1198	CTX-Xerox	IN3158716	100.1111.0355.006.050.000	Elementary Copies on Xerox Copiers - 30%	$101.07
10675	01/12/2023	1198	CTX-Xerox	IN3158716	100.1121.0355.005.050.000	Middle School Copies on Xerox Copiers - 15%	$44.92

Disbursement Detail Listing

Bank Name: Citizens Bank - Checking
Date Range: 01/01/2023 - 01/31/2023
Sort By: Check
Voucher Range: -
Dollar Limit: $0.00
Fiscal Year: 2022-2023

☐ Print Employee Vendor Names ☐ Exclude Voided Checks ☐ Exclude Manual Checks ☑ Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
10675	01/12/2023	1198	CTX-Xerox	IN3158716	100.1131.0355.007.050.000	High School Copies on Xerox Copiers - 30%	$67.38
10675	01/12/2023	1198	CTX-Xerox	IN3158716	100.1250.0355.000.320.000	SPED Copies on Xerox Copiers - 10%	$11.23
						Check Total:	$224.60
10676	01/12/2023	1198	JOHN BOY'S ALSEA MERCANTILE	5130	100.1131.0410.007.220.000	HS Shop Consumables	$11.78
10676	01/12/2023	1198	JOHN BOY'S ALSEA MERCANTILE	5130	100.2540.0417.000.000.000	Maintenance Supplies	$3.28
10676	01/12/2023	1198	JOHN BOY'S ALSEA MERCANTILE	5130	100.2550.0410.000.000.000	Bus Supplies: Temp Gauges, Fuses	$2.58
						Check Total:	$17.64
10677	01/12/2023	1198	Kaltura, Inc.	143478	100.1288.0470.000.000.612	Learn at Home Oregon Platform Software	$14,640.00
						Check Total:	$14,640.00
10678	01/12/2023	1198	OPTA - South Willamette Chapter	OPTA 2023	100.2550.0342.000.000.000	OPTA Conf Workshop	$320.00
10678	01/12/2023	1198	OPTA - South Willamette Chapter	OPTA 2023	100.2550.0342.000.000.601	OPTA Conf Workshop	$80.00
10678	01/12/2023	1198	OPTA - South Willamette Chapter	OPTA 2023	100.2550.0342.000.000.604	OPTA Conf Workshop	$160.00
						Check Total:	$560.00
10679	01/12/2023	1198	OREGON SCHOOL BOARDS ASSOCIATION	023517	100.2310.0389.000.000.000	Executive Staff Search - Base fee	$3,812.50
						Check Total:	$3,812.50
10680	01/12/2023	1198	Propio LS, LLC	0104131222	100.1291.0389.000.000.000	Telephone Interpretation Services	$2.70
10680	01/12/2023	1198	Propio LS, LLC	0104131222	100.1291.0389.000.000.612	Telephone Interpretation Services	$6.30
						Check Total:	$9.00
10681	01/12/2023	1198	Sara Littlefield	SL Reim 1/9/23	200.2113.0410.000.000.213	Propane for Student's Family	$24.38
						Check Total:	$24.38
10682	01/12/2023	1198	SILKE COMMUNICATIONS INC.	132916	100.2550.0351.000.000.000	Air Time Per Radio	$333.06

Disbursement Detail Listing

Bank Name: Citizens Bank - Checking
Date Range: 01/01/2023 - 01/31/2023
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Fiscal Year: 2022-2023

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Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
10682	01/12/2023	1198	SILKE COMMUNICATIONS INC.	132916	100.2550.0351.000.000.000	FCC License User Surcharge Fee	$35.49
						Check Total:	$368.55
10683	01/12/2023	1198	US Bank Equipment Finance	490299468	100.1111.0324.006.050.000	Lease for 4K133 Copy Machine	$225.05
10683	01/12/2023	1198	US Bank Equipment Finance	490299468	100.1111.0324.006.050.000	Lease for 4K134 Color Copy Machine Copy Machine	$101.27
10683	01/12/2023	1198	US Bank Equipment Finance	490299468	100.1121.0324.005.050.000	Lease for 4K134 Color Copy Machine Copy Machine	$45.01
10683	01/12/2023	1198	US Bank Equipment Finance	490299468	100.1121.0324.005.050.000	Lease for 4K132 Copy Machine	$90.02
10683	01/12/2023	1198	US Bank Equipment Finance	490299468	100.1131.0324.007.050.000	Lease for 4K132 Copy Machine	$135.03
10683	01/12/2023	1198	US Bank Equipment Finance	490299468	100.1131.0324.007.050.000	Lease for 4K134 Color Copy Machine Copy Machine	$67.52
10683	01/12/2023	1198	US Bank Equipment Finance	490299468	100.1250.0324.000.320.000	Lease for 4K134 Color Copy Machine Copy Machine	$11.25
						Check Total:	$675.15
10684	01/19/2023	1199	Petty Cash	11923	100.1132.0640.007.230.000	Petty Cash for Wresttling Tournament Admissions	$850.00
						Check Total:	$850.00
10685	01/19/2023	1200	Aimee Hart	AH Reimb 1/9/23	259.1132.0410.007.000.467	Concessions Food	$851.05
						Check Total:	$851.05
10686	01/19/2023	1200	BEST POTS, INC.	493015	100.2540.0324.000.000.000	Blue Room Rental - Bus Barn	$112.80
						Check Total:	$112.80
10687	01/19/2023	1200	C.J. HANSON CO. INC.	WO-0017209	100.2540.0322.000.000.000	Boiler Maintenance	$720.70
						Check Total:	$720.70
10688	01/19/2023	1200	CARSON OIL CO., INC./MSC 63052	0811296	100.2550.0418.000.000.000	Biodiesel 677.1 Gal @ $3.4247	$2,318.87

Disbursement Detail Listing

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Fiscal Year: 2022-2023

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Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
10688	01/19/2023	1200	CARSON OIL CO., INC./MSC 63052	0811308	100.2540.0326.000.000.000	Heating Fuel 558.7 Gal @ $3.4423	$1,923.22
						Check Total:	$4,242.09
10689	01/19/2023	1200	Cintas Corporation - 172	1903633730	100.2540.0416.000.000.000	Custodial Supplies for 22/23 school year	$189.00
10689	01/19/2023	1200	Cintas Corporation - 172	1903642692	100.2540.0416.000.000.000	Custodial Supplies for 22/23 school year	$90.00
10689	01/19/2023	1200	Cintas Corporation - 172	4142918526	100.2540.0416.000.000.000	Custodial Supplies for 22/23 school year	$755.69
						Check Total:	$1,034.69
10690	01/19/2023	1200	Frontline Technologies Group, LLC	INVUS173910	100.2520.0470.000.000.000	Frontline Training for Staff	$698.68
10690	01/19/2023	1200	Frontline Technologies Group, LLC	INVUS173910	100.2520.0470.000.000.601	Frontline Training for Staff	$99.81
10690	01/19/2023	1200	Frontline Technologies Group, LLC	INVUS173910	100.2520.0470.000.000.604	Frontline Training for Staff	$99.81
10690	01/19/2023	1200	Frontline Technologies Group, LLC	INVUS173910	100.2520.0470.000.000.612	Frontline Training for Staff	$99.82
						Check Total:	$998.12
10691	01/19/2023	1200	HMK Company	2325	410.4150.0385.000.000.000	Bond Project Manager Services Dec	$125.00
						Check Total:	$125.00
10692	01/19/2023	1200	KINGS VALLEY CHARTER SCHOOL	270	100.2550.0329.000.000.601	Fleetness Digital Service, License Fee	$547.80
10692	01/19/2023	1200	KINGS VALLEY CHARTER SCHOOL	270	100.2550.0329.000.000.601	Fleetness Digital Service, License Fee	$574.50
10692	01/19/2023	1200	KINGS VALLEY CHARTER SCHOOL	270	100.2550.0410.000.000.601	Tubing and Masking Tape	$60.64
10692	01/19/2023	1200	KINGS VALLEY CHARTER SCHOOL	270	100.2550.0418.000.000.601	Fuel Oct 2022 - Unlead 12.05 gal @ $4.8066	$57.92

Alsea School District 7J

Disbursement Detail Listing

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Dollar Limit: $0.00
Fiscal Year: 2022-2023

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Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
10692	01/19/2023	1200	KINGS VALLEY CHARTER SCHOOL	270	100.2550.0418.000.000.601	Fuel Nov 2022 - Bio 535.3 gal @ $5.2047	$2,786.07
10692	01/19/2023	1200	KINGS VALLEY CHARTER SCHOOL	270	100.2550.0418.000.000.601	Fuel Nov 2022 - Unlead 16.3 gal @ $4.8135	$78.46
10692	01/19/2023	1200	KINGS VALLEY CHARTER SCHOOL	270	100.2550.0418.000.000.601	Fuel Nov 2022 - Bio 374.73 gal @ $5.1441	$1,927.65
10692	01/19/2023	1200	KINGS VALLEY CHARTER SCHOOL	270	100.2550.0418.000.000.601	Fuel Sept 2022 - Bio 483.4 gal @ $4.6829	$2,263.69
10692	01/19/2023	1200	KINGS VALLEY CHARTER SCHOOL	270	100.2550.0418.000.000.601	Fuel Sept 2022 - Unlead 15.61 gal @ $5.0669	$190.97
10692	01/19/2023	1200	KINGS VALLEY CHARTER SCHOOL	270	100.2550.0418.000.000.601	Fuel Oct 2022 - Bio 380.17 gal @ $5.4667	$2,078.29
10692	01/19/2023	1200	KINGS VALLEY CHARTER SCHOOL	270	100.2550.0418.000.000.601	Fuel Oct 2022 - Unlead 64.27 gal @ $5.3516	$343.95
10692	01/19/2023	1200	KINGS VALLEY CHARTER SCHOOL	270	100.2550.0418.000.000.601	Fuel Oct 2022 - Bio 382.50 gal @ $5.4222	$2,073.99
						Check Total:	$12,983.93
10693	01/19/2023	1200	NORTHWEST EVALUATION ASSOCIATION	84837	100.1111.0470.006.050.612	MAP Growth K-12	$767.00
						Check Total:	$767.00
10694	01/19/2023	1200	Paradigm Learning Systems	35Software	100.1288.0470.000.000.612	Learn at Home Oregon	$40,000.00
						Check Total:	$40,000.00
10695	01/19/2023	1200	Philomath Youth Activities Club	72039	100.1113.0640.006.230.000	PYAC Elementary Basketball Team Fees	$750.00
						Check Total:	$750.00
10696	01/19/2023	1200	PresenceLearning, Inc.	INV55600	100.2152.0389.000.320.000	BMH Evaluation	$202.04
10696	01/19/2023	1200	PresenceLearning, Inc.	INV55600	100.2152.0389.000.320.000	Online Speech Language Pathology	$729.52
10696	01/19/2023	1200	PresenceLearning, Inc.	INV55600	100.2152.0389.000.320.612	Online Speech Language Pathology	$1,481.16
10696	01/19/2023	1200	PresenceLearning, Inc.	INV55600	100.2152.0389.000.320.612	BMH Evaluation	$410.21

Disbursement Detail Listing

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Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
10696	01/19/2023	1200	PresenceLearning, Inc.	INV55600	100.2160.0389.000.320.000	OT Evaluation and Services	$765.21
10696	01/19/2023	1200	PresenceLearning, Inc.	INV55600	100.2160.0389.000.320.612	OT Evaluation and Services	$1,553.62
10696	01/19/2023	1200	PresenceLearning, Inc.	INV55912	100.2160.0410.000.320.000	OT Kit Boxes	$71.78
10696	01/19/2023	1200	PresenceLearning, Inc.	INV55912	100.2160.0410.000.320.612	OT Kit Boxes	$145.73
						Check Total:	$5,359.27
10697	01/19/2023	1200	SALEM FIRE ALARM	2212037	100.2540.0322.000.000.000	Annual Inspection	$570.00
						Check Total:	$570.00
10698	01/19/2023	1200	SAMARITAN OCCUPATIONAL MEDICINE	DuBord-ODOT 12/5/22	100.2550.0389.000.000.000	DOT Physical - Bus Drivers	$125.00
						Check Total:	$125.00
10699	01/19/2023	1200	Sara Cash	7	100.2310.0389.000.000.000	PIO Contract Hours - Dec/Jan	$1,343.25
						Check Total:	$1,343.25
10711	01/27/2023	1217	Aimee Hart	AH Reimb 1/24/23	259.1132.0410.007.000.424	Concessions Food	$90.01
10711	01/27/2023	1217	Aimee Hart	AH Reimb 1/24/23	259.1132.0410.007.000.467	Concessions Food	$90.01
						Check Total:	$180.02
10712	01/27/2023	1217	Ball Janik LLP	266706	410.4150.0382.000.000.000	Review Bond CMGC Contract	$1,162.50
						Check Total:	$1,162.50
10713	01/27/2023	1217	C.J. HANSON CO. INC.	WO-0016958	100.2540.0322.000.000.000	Boiler Maintenance	$871.20
						Check Total:	$871.20
10714	01/27/2023	1217	Carol Dauenhauer	12023	100.1132.0389.007.230.000	Managing/Running 1A State Champion Wrestling	$450.00
						Check Total:	$450.00
10715	01/27/2023	1217	Central Welding Supply	BY1473	252.1131.0410.007.550.000	Welding Supplies	$152.52
						Check Total:	$152.52
10716	01/27/2023	1217	Cherry Campbell	CC Mileage 12/31/22	100.2550.0331.000.000.000	Student Transportation to Clemens Primary	$405.00
						Check Total:	$405.00
10717	01/27/2023	1217	Cintas Corporation - 172	4143636682	100.2540.0416.000.000.000	Custodial Supplies for 22/23 school year	$391.00

Disbursement Detail Listing

Bank Name: Citizens Bank - Checking
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Fiscal Year: 2022-2023

☐ Print Employee Vendor Names ☐ Exclude Voided Checks ☐ Exclude Manual Checks ☑ Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
						Check Total:	$391.00
10718	01/27/2023	1217	COENERGY -Valley Office	24617	100.2540.0326.000.000.000	Propane for Playshed heater	$147.10
						Check Total:	$147.10
10719	01/27/2023	1217	CORVALLIS SCHOOL DISTRICT 509J	23046	299.3100.0450.000.000.123	FOOD: SNP Breakfast Dec Adj	($238.00)
10719	01/27/2023	1217	CORVALLIS SCHOOL DISTRICT 509J	23046	299.3100.0450.000.000.124	FOOD: SNP Lunch Dec Adj	$570.00
						Check Total:	$332.00
10720	01/27/2023	1217	Day Wireless Systems	760185	100.2660.0359.000.000.000	Wireless Service	$1,801.22
						Check Total:	$1,801.22
10721	01/27/2023	1217	Eugene Silkscreen, Inc.	57955	100.1113.0419.006.230.000	Elementary Basketball Uniforms/T-Shirts	$1,100.35
						Check Total:	$1,100.35
10722	01/27/2023	1217	PowerSchool Group LLC	INV279813	252.1131.0470.007.050.000	College & Careeer Readiness Software	$3,334.11
						Check Total:	$3,334.11
10723	01/27/2023	1217	PresenceLearning, Inc.	INV56216	100.2152.0389.000.320.000	Online Speech Language Pathology	$891.83
10723	01/27/2023	1217	PresenceLearning, Inc.	INV56216	100.2152.0389.000.320.000	BMH Evaluation	$297.28
10723	01/27/2023	1217	PresenceLearning, Inc.	INV56216	100.2152.0389.000.320.612	BMH Evaluation	$603.56
10723	01/27/2023	1217	PresenceLearning, Inc.	INV56216	100.2152.0389.000.320.612	Online Speech Language Pathology	$1,810.68
10723	01/27/2023	1217	PresenceLearning, Inc.	INV56216	100.2160.0389.000.320.000	OT Evaluation and Services	$445.91
10723	01/27/2023	1217	PresenceLearning, Inc.	INV56216	100.2160.0389.000.320.612	OT Evaluation and Services	$905.34
						Check Total:	$4,954.60
10724	01/27/2023	1217	Scenario Learning, LLC	INV66212	100.2310.0470.000.000.000	SafeSchools Training	$164.82
						Check Total:	$164.82
10725	01/27/2023	1217	Shirt Star Screen Printing & Embroidery	220930HOMEC	259.1132.0410.007.000.403	Homecoming Court Sash Printing	$250.00

Disbursement Detail Listing

Bank Name: Citizens Bank - Checking
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Fiscal Year: 2022-2023

☐ Print Employee Vendor Names ☐ Exclude Voided Checks ☐ Exclude Manual Checks ☑ Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
						Check Total:	$250.00
10726	01/27/2023	1217	US Bank Equipment Finance	492493465	100.1111.0324.006.050.000	Lease for 4K134 Color Copy Machine	$71.43
10726	01/27/2023	1217	US Bank Equipment Finance	492493465	100.1111.0324.006.050.000	Lease for 4K133 Copy Machine	$158.73
10726	01/27/2023	1217	US Bank Equipment Finance	492493465	100.1121.0324.005.050.000	Lease for 4K132 Copy Machine	$63.49
10726	01/27/2023	1217	US Bank Equipment Finance	492493465	100.1121.0324.005.050.000	Lease for 4K134 Color Copy Machine	$31.75
10726	01/27/2023	1217	US Bank Equipment Finance	492493465	100.1131.0324.007.050.000	Lease for 4K134 Color Copy Machine	$47.62
10726	01/27/2023	1217	US Bank Equipment Finance	492493465	100.1131.0324.007.050.000	Lease for 4K132 Copy Machine	$95.24
10726	01/27/2023	1217	US Bank Equipment Finance	492493465	100.1250.0324.000.320.000	Lease for 4K134 Color Copy Machine	$7.93
						Check Total:	$476.19
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0351.000.000.604	Fleetnet Digital Service	$213.22
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0351.000.000.604	Transportation Phone Replacement	$489.89
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0351.000.000.604	Transportation Phones	$59.90
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0351.000.000.604	Fleetnet Digital Service	$213.22
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0351.000.000.604	Transportation Phones	$59.90
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0351.000.000.604	Fleetnet Digital Service	$213.22
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0351.000.000.604	Install New Radio to Bus	$454.21
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0389.000.000.604	Bus #18 R&R Surge Tank to Seal Fitting/Leak Check	$227.70

Disbursement Detail Listing

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Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0389.000.000.604	Bus #7 Air Check & Torque Truck Wheel	$23.84
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0389.000.000.604	Bus #10 Air Check & Torque Truck Wheel	$23.84
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0389.000.000.604	Bus #15 Air Check & Torque Truck Wheel	$23.84
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0389.000.000.604	Extinguisher Insptection for Bus	$9.98
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0389.000.000.604	Bus #16 Annual - Full Service	$632.90
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0389.000.000.604	Hogan Drug/Johnson Exam	$201.00
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0389.000.000.604	Bus #16 Air Check & Torque Truck Wheel	$23.84
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0389.000.000.604	Bus #18 Air Check & Torque Truck Wheel	$29.87
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0389.000.000.604	Bus #6 Air Check & Torque Truck Wheel	$23.84
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0389.000.000.604	Bus #15 Rpr Ground Faults/Flasher Box/Dash	$261.95
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0389.000.000.604	Bus #6 Rplc Lenses & Wiper Blades	$147.38
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0389.000.000.604	CDL Physical	$135.00
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0389.000.000.604	Hogan DOT	$32.00
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0389.000.000.604	Childers/Hogan BAT/Drug/DOT	$224.00
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0410.000.000.604	Oil & Antifreeze	$280.00
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0410.000.000.604	Bulbs & Wiper Blades	$25.46

Disbursement Detail Listing

Bank Name: Citizens Bank - Checking
Date Range: 01/01/2023 - 01/31/2023
Sort By: Check
Voucher Range: -
Dollar Limit: $0.00
Fiscal Year: 2022-2023

☐ Print Employee Vendor Names ☐ Exclude Voided Checks ☐ Exclude Manual Checks ☑ Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0410.000.000.604	Boxes w/Lids for Buses	$64.90
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0410.000.000.604	Bus Supplies	$52.15
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0410.000.000.604	Windshield Wash	$20.77
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0410.000.000.604	Windshield Wash	$89.94
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0410.000.000.604	Bus Wash	$72.00
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0410.000.000.604	Lysol for Buses	$75.33
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0410.000.000.604	Print Job - Bus Memo	$57.96
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0410.000.000.604	Print Job - Bus #5 Route	$7.92
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0418.000.000.604	Fuel for Buses-Bio 1207.80 Gal @ $5.0022	$6,041.63
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0418.000.000.604	Fuel for Buses-Unlead 33.02 Gal @ $4.9273	$162.70
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0418.000.000.604	Fuel for Buses-Bio 786.33 Gal @ $5.0018	$3,933.07
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0418.000.000.604	Fuel for Buses-Unlead 33.02 Gal @ $4.3225	$104.82
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0418.000.000.604	Fuel for Buses-Bio 633.47 Gal @ $4.0788	$2,583.82
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0418.000.000.604	Fuel for Buses-Unlead 16.80 Gal @ $3.8762	$65.12
10727	01/27/2023	1217	WILLAMETTE LEADERSHIP ACADEMY	824	100.2550.0640.000.000.604	DMV Fees	$112.00
						Check Total:	$17,474.13
10728	01/27/2023	1217	WinCo	Winco Jan 2023	100.1131.0410.007.290.000	Food for Culinary Arts Class	$1,000.00
						Check Total:	$1,000.00
						Bank Total:	$199,981.87

Disbursement Detail Listing

Bank Name: Citizens Bank - Checking
Date Range: 01/01/2023 - 01/31/2023
Sort By: Check
Voucher Range: -
Dollar Limit: $0.00
Fiscal Year: 2022-2023

☐ Print Employee Vendor Names ☐ Exclude Voided Checks ☐ Exclude Manual Checks ☑ Include Non Check Batches

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount

Fund	Amount
100	$171,465.24
200	$179.63
252	$4,272.78
259	$1,570.91
265	$179.99
299	$16,138.32
410	$6,175.00
Fund Totals:	$199,981.87

End of Report

Disbursements Grand Total: $199,981.87

8. Discussion
    a. Second Reading of Policies : GAA - GDPA-AR
    b. Third Reading of Policies: DB -FL
    c. Suicide Prevention Plan - Haley Rose
    d. Communication Plan - Sara Cash
    e. Grant Application and MOU - Sara Littlefield
    f. GMP discussion

District Budget	DB
Budget Calendar	DBC
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Personal Services Contracts	DJCA
Personal Services Contracts	DJCA-AR
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Authorization for Payroll Deduction	DJFA-AR
Payroll	DL
Salary Deductions.	DLB
Expense Reimbursements	DLC
Staff Expense Reimbursement	DLC-AR
Disposal of District Property	DN

The following symbols are used on some sample policies:
* May be subject to collective bargaining.
** As used in this policy, the term parent includes legal guardian or person in a parental relationship. The status and duties of a legal guardian are defined in ORS 125.005(4) and 125.300-125.325. The determination of whether an individual is acting in a parental relationship, for purposes of determining residency, depends on the evaluation of the factors listed in ORS 419B.373. The determination for other purposes depends on evaluation of those factors and a power of attorney executed pursuant to ORS 109.056. For special education students, parent also includes a surrogate parent, an adult student to whom rights have transferred and foster parent as defined in OAR 581-015-2000.
[ ] Brackets occur in sample policies to indicate the need for districts to select or tailor

information specific to their particular situations.

Safety Program.	EB
Safety Committee ..	EBAC
Safety Committee	EBAC-AR
Integrated Pest Management .	EBB
First Aid**	EBBA
First Aid - Infection Control	EBBA-AR
Infection Control and Bloodborne Pathogens	EBBAA
Injury/Illness Reports	EBBB
Emergency Procedures and Disaster Plans	EBC/EBCA
Emergency Drills and Instruction.	EBCB
Emergency School Closures**	EBCD
Vandalism/Malicious Mischief	ECAB
Unmanned Aircraft System (UAS) a.k.a. Drone.	ECACB
Authorized Use of District Equipment and Materials	EDC/KGF
Student Transportation Services.	EEA
School Bus Scheduling and Routing	EEAB
School Bus Scheduling and Routing	EEAB-AR
School Bus Safety Program	EEAC
Student Conduct on School Buses	EEACC
Discipline Procedures for District-Approved Student Transportation	EE ACC-AR
Discipline Procedures for District-Approved Student Transportation	EE ACC-AR
Use of District Activity Vehicles for Student Transportation	EEACD
Loading and Unloading	EEACE
Special Use of School Buses	EEAD
Student Transportation in Private Vehicle	EEAE
Proof of Vehicle Liability Insurance	EEAE-AR
Use of Private Vehicles for District Business	EEBB
Reproduction of All Copyrighted Materials	EGAAA
Guidelines for the Use of Copyrighted Materials	EGAAA-AR
Cell Phones.	EGACA
Cell Phones.	EGACA-AR
Electronic Data Management	EH
Electronic Data Management	EH-AR
Records and Data Management	EH-AR

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Facilities Planning	FB
Capital Construction Program	FC

Capital Improvement - Educational Program	FEA
Selection of Architect	FEB
Energy-Conserving Construction	FECBA
Construction Contracts - Bidding and Awards	FEF/FEFB
Naming New Facilities	FF
Memorials	FFA
Temporary District Facilities	FJ
Facilities Renovation	FK
Retirement of Facilities	FL

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[ ] Brackets occur in sample policies to indicate the need for districts to select or tailor information specific to their particular situations.

FIRST READING of GAA -GDPA-AR

Personnel: Definitions..... GAA
Job Descriptions..... GAB
General Personnel Policies..... ..... GB
Equal Employment Opportunity..... GBA
Veterans' Preference..... .... GBA-AR
Staff Ethics... ..... GBC
Staff Ethics..... GBC-AR
Alcohol/Controlled Substance Use..... GBCBA
Board-Staff Communications..... GBD
Expression of Milk [or Breast-feeding] in the Workplace *..... GBDA
Staff Health and Safety..... GBE
Workplace Harassment *..... GBEA
Workplace Harassment Reporting and Procedure... GBEA-AR
Communicable Diseases – Staff..... GBEB
Communicable Diseases – Staff..... GBEB-AR
Communicable Diseases..... GBEB/JHCC-AR
Staff - HIV, AIDS and HBV..... GBEBA
HBV/Bloodborne Pathogens..... GBEBAA/JHCCBA /EBBAB
Drug-Free Workplace..... GBEC
Medical Examinations/Drug Testing..... ..... GBED
Drug and Alcohol Testing - Transportation Personnel..... GBEDA
Drug and Alcohol Testing - Transportation Personnel. GBEDA-AR
Staff Participation in Political Activities..... ..... GBG
Staff/Student/Parent Relations**..... .... GBH/JECAC
Parental/Family Relationship**..... ..... GBHA

Gifts and Solicitations..... ..... GBI
Internet-Based, Crowd Funding Solicitation..... .... GBI-AR
Prohibited Use, Possession, Distribution or Sale of Tobacco Products and Inhalant Delivery Systems..... ... GBK/JFCG/KGC
Prohibited Use, Distribution or Sale of Tobacco Products and Inhalant Delivery Systems..... GBK/KGC
Personnel Records..... ..... GBL
Staff Complaints..... GBM
Staff Complaints Procedure..... GBM-AR
Whistleblower..... ..... GBMA
Sexual Harassment..... GBN/JBA
Sexual Harassment..... GBN/JBA
Sexual Harassment Complaint Procedure..... GBN/JBA-AR(1)
Federal Law (Title IX) Sexual Harassment Complaint Procedure .... GBN/JBA-AR(2)
Sexual Harassment Complaint Procedure.... .... GBN/JBA-AR
Hazing/Harassment/Intimidation/Bullying/Cyberbullying/Menacing – Staff.... ..... GBNA
Hazing/Harassment/Intimidation/Bullying/Menacing/ Cyberbullying Reporting Procedures – Staff.... GBNA-AR
Suspected Sexual Conduct with Students and Reporting Requirements *. GBNAA/JHFF
Suspected Sexual Conduct Report Procedures and Forms* GBNAA/JHFF-AR
Suspected Abuse of a Child Reporting Requirements**.. .GBNAB/JHFE
Reporting of Suspected Abuse of a Child... GBNAB/JHFE-AR(1)
Abuse of a Child Investigations Conducted on District Premises.. GBNAB/JHFE-AR(2)
Licensed Staff Positions..... GC
Personal Electronic Devices and Social Media - Staff**..... GCAB
Associated Payroll Costs..... GCBC/GDBC
Family Medical Leave..... GCBDA/GDBDA
Oregon Family Medical Leave (OFLA. GCBDA/GDBDA-AR(1)
Sample Letter to Employee - OFLA Leave..GCBDA/GDBDA-AR(3)
OFLA Eligibility Notice to Employee... GCBDA/GDBDA-AR(4)
OFLA Medical Certification..... GCBDA/GDBDA-AR(5)
Oregon Military Family Leave..... GCBDA/GDBDA-AR(6)
Designation Notice – OFLA..... ..... GCBDA/GDBDA-AR(7)
Fitness-for-Duty Certification..... GCBDA/GDBDA-AR(8)
Family Leave *.... ..... GCBDA/GDBDA-AR(1)
Employee Request for Family and Medical Leave.. GCBDA/GDBDA-AR(2)
Certification of Health Care

Provider. GCBDA/GDBDA-AR(3)(A)
Certification of Health Care Provider... ... GCBDA/GDBDA-AR(3)(B)
Military Family Leave..... GCBDA/GDBDA-AR(3)(C)
Military Family Leave..... GCBDA/GDBDA-AR(3)(D)
FMLA/OFLA Eligibility Notice to Employee..... GCBDA/GDBDA-AR(4)
Sample Designation Letter to Employee - FMLA/OFLA Leave... GCBDA/GDBDA-AR(5)
Designation Notice –..... GCBDA/GDBDA-AR(6)
Fitness-for-Duty Certification..... GCBDA/GDBDA-AR(7)
Early Return to Work..... .... GCBDB/GDBDB
Early Return to Work Procedures... GCBDB/GDBDB-AR
Domestic Violence, Harassment, Sexual Assault, or Stalking Leave..... GCBDC/GDBDC
Request for Domestic Violence, Harassment, Sexual Assault or Stalking Leave GCBDC/GDBDC-AR
Sick Time.. .... GCBDD/GDBDD
Vacations and Holidays.. .. GCBE/GDBE
Recruitment of Licensed Staff *.. GCC GCDA/GDDA
Criminal Records Checks and Fingerprinting *... GCDA/GDDA
Criminal Records Checks/Fingerprinting. GCDA/GDDA-AR
Criminal Records Checks and Fingerprinting. GCDA/GDDA-AR
Job Sharing... .... GCEC
Job Sharing Agreement.... . GCEC-AR
Overtime .... GCKA/GDKA
Compensatory Time..... GCKA/GDKA-AR
Staff Development.... .... GCL/GDL
Evaluation of Staff..... .... GCN/GDN
Layoff - Licensed Staff..... .... GCPA
Layoff/Recall - Licensed Staff..... .... . GCPA-AR
Reduction or Recall of Licensed Staff.. .. .. GCPA-AR
Resignation of Staff..... .... GCPB/GDPB
Retirement of Staff..... .... GCPC/GDPC
Discipline and Dismissal of Licensed Staff.... ..... GCPD
Discipline and Dismissal of Licensed Staff. . GCPD-AR
Private Tutoring for Pay. GCQAB
Copyrights and Patents..... .... GCQBA

Classified Staff/Classified Staff Positions..... ..... GD
Posting of Vacancies - Classified..... ... GDCA
Substitute Classified Employees..... .. GDEA
Classified Staff Assignments and Transfers..... ..... GDI

Notice of Employment..... ..... GDIA
Discipline, Demoting or Dismissal of Nonrepresented St..... GDP
Layoff - Classified Staff..... ..... GDPA
Layoff - Classified Staff.... ..... GDPA-AR

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Alsea School District 7J

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    Authorization for Payroll Deduction ..... DJFA-AR

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Expense Reimbursements ..... DLC
    Staff Expense Reimbursement ..... DLC-AR

Disposal of District Property ..... DN

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Alsea School District 7J

Code: **DB**
Adopted: 5/12/15
Orig. Code: DB

District Budget

The district budget will serve as the financial plan of operation for the district and will include estimates of expenditures for a given period and purpose, and the proposed means of financing the estimated expenditures. The district may provide that the budget and budget documents be prepared on an annual or biennial basis.

The district budget will be prepared in ~~full~~ compliance with Local Budget Law, federal and state laws and regulations and locally adopted procedures.

The fiscal year will extend from July 1 to June 30 inclusive.

The superintendent or designee will be designated as budget officer and will prepare the budget document.

END OF POLICY

Legal Reference(s):

ORS 294.305 to -294.565 ORS 328.542 to -328.565

OR. DEP'T OF EDUC, PROGRAM BUDGET AND ACCOUNTING MANUAL.

Alsea School District 7J

Code: **DBC**
Adopted: 5/12/15
Orig. Code: DBC

Budget Calendar

The Board will ~~annually~~ adopt a budget calendar which identifies dates and deadlines required for the legal presentation and adoption of the budget.

The budget~~superintendent or designee will prepare and recommend a proposed~~ calendar will be prepared on an annual or biennial basis, as appropriate~~for Board approval~~. The calendar will identify dates and activities to include those needed to comply with state law.

The superintendent will prepare and recommend a proposed calendar for Board approval.

END OF POLICY

Legal Reference(s):

ORS 294.305 to -294.565 ORS 328.542 to -328.565

Alsea School District 7J

Code: **DBE**
Adopted: 5/12/15
Orig. Code: DBC

Budget Preparation

The superintendent has the overall responsibility for the budget preparation and will develop such procedures necessary to ensure that the proposed district budget reflects all areas of the district's ~~district~~ operation.

The superintendent will establish budget priorities for the district and will make appropriate recommendations related to those priorities to the Board and the budget committee.

The superintendent will deliver the completed ~~budget message and actual~~ budget document and budget message to the budget committee when they ~~the message and budget have been completed and~~ are ready for presentation.

END OF POLICY

Legal Reference(s):

ORS 294.305 to -294.565 ORS 328.542 to -328.565

OR. DEP'T OF EDUC, PROGRAM BUDGET AND ACCOUNTING MANUAL.
OR DEP'T OF REVENUE, LOCAL BUDGETING MANUAL.

Alsea School District 7J

Code: **DBEA**
Adopted: 5/12/15
Orig. Code: DBEA

Budget Committee

Organization, Membership and Terms of Office

The district budget committee will consist of the five members of the Board and five electors appointed by the Board as required by law. Terms of the appointed members of a budget committee in a district that prepares an annual budget, will each be three years, ~~each~~ with appointments made so that, as nearly as practicable~~possible~~, the terms of one -third of the members end~~expire~~ each year. At least one member of the budget committee must be a member of the district~~'~~'s educational equity advisory committee.[1]. The Board will establish appropriate timelines and procedures for the appointment of budget committee members.

No budget committee member may receive any type of compensation from the district. They may not be an officer, agent or employee of the district.

A majority of the constituted committee is required for passing an action item. Majority for a 10-member budget committee is 6. Therefore, if only 6 members are present, a unanimous vote is needed for passing an action item.

Presiding Officer and Orientation of Budget Committee

1. Organization:~~–~~ The budget committee will hold its first regular organizational meeting on a day set by the Board. A presiding officer shall be elected from among its members at this meeting. Such meeting may be prior to or on the date the budget message and document are presented.

2. Background Information:~~–~~ Budget committee members will be provided with data for the ensuing year(s),~~,~~ such as the Board~~'~~'s educational plan, and other pertinent material bearing on the preparation of the district~~a school~~ budget.

Meetings of the Budget Committee

The district~~'~~'s budget committee shall hold one or more meetings to receive the budget message, the budget document and to provide members of the public with an opportunity to ask questions about and comment on the budget document. The budget officer~~committee~~ shall announce the time and place for all ~~such~~ meetings, as provided by law. All meetings of the budget committee are open to the public.

Function of the Budget Committee

[1] Districts with ADM over 10,000 must convene an educational equity advisory committee no later than September 15, 2022. Districts with ADM of 10,000 or under are not required to convene an educational equity advisory committee until September 15, 2025.

It is the function of the budget committee to approve budget estimates for an educational plan previously determined by the Board. No new program should be considered for the budget estimate that has not previously been submitted to the Board and approved as a part of the educational plan. The budget committee will determine levels of spending, but will not determine programs.

Final Action

The budget committee will approve an estimated district budget document for submission to the Board.

END OF POLICY

Legal Reference(s):

ORS 174.130
ORS 192.610 - 192.695
ORS 294.305 - 294.565
ORS 329.711
ORS 433.835 - 433.875

Alsea School District 7J

Code: **DBG**
Adopted: 5/12/15
Orig. Code: DBG

Budget Hearing

After the budget document has been approved by the budget committee, a public hearing will be held regarding the recommended budget document. The date, time and place will be determined by the Board. At the hearing, any person may speak for or against items in the budget document.

END OF POLICY

Legal Reference(s):

ORS 192.610 to -192.695 ORS 294.305 to -294.565 ORS 433.835 to -433.875

Alsea School District 7J

Code: **DBH**
Adopted: 5/12/15
Orig. Code: DBH

Budget Adoption Procedures

After the public hearing on the budget and any modifications of the budget deemed necessary as a result of that hearing, the Board will approve the ~~proper~~ resolutions to adopt and appropriate the budget. The Board will further determine, make and declare the ad valorem property tax amount or the rate, to be certified to the assessor for the ensuing year or for each of the years of the ensuing budget period, and itemize and categorize the ad valorem property tax amount or rate, as provided in Oregon Revised Statute (ORS) 310.060.

The superintendent will ensure all necessary documentation is submitted to the county assessor's office as required by the Local Budget Law.

END OF POLICY

Legal Reference(s):

ORS Chapter 255
ORS 294.305 to -294.565
ORS 310.060
ORS 328.542
OAR 150-310-0020

Alsea School District 7J

Code: **DBI**
Adopted: 5/12/15
Orig. Code: DBI

Budget Amendment Procedures

The budget estimates ~~of any fund~~ and proposed ad valorem property tax amount or rate of any fund as shown in the budget document may be amended by the Board prior to adoption. Such amendment may also be made following adoption if the amendments are adopted prior to the commencement of the budget period~~fiscal year~~ to which the budget relates.

The amount of estimated expenditures for each fund in an annual budget may~~, however, shall~~ not be increased by more than $~~5,000~~10,000 or 10 percent of the estimated expenditures, whichever is greater.

The ~~amount of the total~~ ad valorem property tax amount or rate to be certified may~~shall~~ not exceed the amount approved by the budget committee, unless the amended budget document is republished and another public hearing is held as required by law.

END OF POLICY

Legal Reference(s):

ORS 294.456 ORS 294.471 ORS 294.473

Alsea School District 7J

Code: **DBK**
Adopted: 10/21/15
Orig. Code: DBK

Budget Transfer Authority

The adopted district budget is a financial plan which may be subject to change as a result of circumstances or events occurring during the ensuing budget period.~~fiscal year.~~ All appropriation transfers shall be authorized when completed by official resolution of the Board. The authorizing resolution must state: the need for the transfer;~~,~~ its purpose; and the amount of the transfer.

Transfers of general operating contingency appropriations, which in aggregate during a fiscal year or budget period exceed 15 percent of the total appropriations of the fund, may be made only after the adoption of a supplemental budget prepared for that purpose.

The superintendent has the authority to approve transfers between programs (i.e., elementary, middle school, high school) and or object codes (i.e., 100-salaries, 200-benefits, 300-purchasing service, 400-supplies) within the same appropriation.

END OF POLICY

Legal Reference(s):

ORS 294.463

Alsea School District 7J

Code: **DBK-AR(1)**
Revised/Reviewed: 10/21/15
Orig. Code(s): DBK-AR(1)

Budget Transfer Authority

1. The Budget Transfer Request form will consist of two part sensitized paper. The original will be filed in the business office and the second copy will be forwarded to the originating department after final approval.

2. All Budget Transfer Request forms, when completed and approved by administrators and/or department directors, will be forwarded to the business manager for review. A determination will be made if funds are available for transfer (i.e., outstanding encumbrances or low fund balance).

3. Requests will be forwarded to the superintendent for approval. A resolution will be prepared for Board consideration.

4. The Budget Transfer Request form will accompany the resolution and upon affirmative action by the Board, be signed by the superintendent.

5. The approved request will then be acted upon by the business manager who will make the transfer.

DELETE

Alsea School District 7J

Code: **DBK-AR(2)**
Adopted: 10/21/15
Orig. Code(s): DBK-AR(2)

Budget Transfer Request

Note: not needed in the policy manual
Date _____

Fund	Function	Object	Area	Decrease	Increase

Explanation of Request (Statement of need and purpose.)
_____
_____
_____
_____

_____ _____
Requested by **Approved:** Administrator and/or Department Director

Reviewed:

_____
Business Manager

Approval:

_____
Superintendent/Clerk

Alsea School District 7J

Code: **DD**
Adopted: 10/21/15
Orig. Code(s): DD

Funding Proposals and Applications

The district shall pursue federal, state or private grants or other such funds that will assist the district in meeting adopted Board and district goals.

Proposals for external funds will be submitted to the Board for evaluation and approval.

In the event an opportunity arises to submit a grant proposal and there is insufficient time to place it before the Board, the superintendent is authorized to use judgment in approving it for submission. The superintendent will review the proposal with the Board at its next regular meeting. The Board reserves the right to reject funds associated with any grant which has been approved.

The Board shall, before an acceptance of such funds, consider the district's obligations, expectations or encumbrances when the grant ceases.

END OF POLICY

Legal Reference(s):

ORS 294.305 to -294.565 ORS 332.075

Alsea School District 7J

Code: **DFA**
Adopted: 10/21/15
Orig. Code: DFA

Investment of Funds

The Board may authorize the investment or reinvestment of funds which are not immediately needed for the operation of the district. Such investments will comply with Statestate law and Oregon Administrative Rules.

The superintendent will develop criteria for the appropriate investments of district funds and report of investments will be madethis to the Board on a regular basis.

END OF POLICY

Legal Reference(s):

ORS 294.033
ORS 294.035
ORS 294.125
ORS 294.135
ORS 294.145
ORS 294.155

Alsea School District 7J

Code: **DFA-AR**
Revised/Reviewed: 10/21/15
Orig. Code(s): DFA-AR

Investment of Funds

These regulations are issued for the guidance of the business management office in the day-to-day operation of the investment program.

These regulations apply to activities of the portfolio manager with regard to investing the financial assets of all excess funds of the district including the General Fund, Special Revenue Funds, Capital Project Funds, Internal Services Funds and any and all Trust and Agency Funds under the control and direction of the district.

The portfolio manager will routinely and actively monitor the contents of the investment portfolio, the available markets and the relative values of competing investments and will adjust the portfolio accordingly. The portfolio manager, acting in accordance with these procedures and exercising due diligence, shall not be held personally responsible for a specific security''s credit risk or market price changes, provided that these deviations are reported as soon as practical and that appropriate action is taken to control adverse developments.

All investments will be carried at cost. Gains or losses from investments will be credited or charged to investment income at the time of sale. Premiums or discounts on securities may be amortized over the life of the security.

Diversification of Maturity

1. The district shall attempt, to the maximum extent possible, to match investment maturity schedules with anticipated cash flow requirements. In no event, unless specifically matched to specific requirements such as bond sinking funds or reserves, will the district invest in securities having a maturity more than 18 months from the date of purchase.

2. Investment maturities for operating funds shall be scheduled to coincide with projected cash flow needs.

3. In determining the amount of excess funds available for investment purposes, the portfolio manager will maintain cash flow projections and schedules as well as a historical record of expenditures and receipts. These forecasts and schedules will be reviewed and updated as required to reflect actual conditions as they exist.

Qualified Institutions for Investment Purchases

1. The district shall evaluate each financial institution (as used herein, the term is meant to include brokers/dealers) from whom it purchases investments as to financial soundness at least once annually. Investigation may include review of the most recent Consolidated Report of Condition (""call"" report), rating reports, financial statements as well as analysis of the particular institution''s management, profitability, capitalization and asset quality.

2. Any financial institution with whom the district wishes to do business shall provide financial data at the request of the portfolio manager. The information will be reviewed by the portfolio manager who will decide on the soundness of the institution before adding that institution to those that are on the approved qualified institution list for the district. The district reserves the right to be selective and to add or delete institutions from the approved list at will.

3. The portfolio manager will maintain a qualified institution list. A financial institution must be on this approved list prior to transacting any business with the district. A basic requirement for inclusion on the approved listing is a capital adequacy ratio in excess of 120 percent (1.2 to 1).
All approved financial institutions must be chartered in Oregon and insured by the Federal Deposit Insurance Corporation (FDIC).

4. Brokers or dealers not affiliated with a bank shall have offices located in Oregon, be classified as reporting dealers affiliated with the New York Federal Reserve Bank as primary dealers, or be required to meet capital adequacy requirements.

Diversification of Instrument of Investment

1. The portfolio manager will diversify the investment portfolio to avoid incurring unreasonable risks inherent in overinvesting in specific instruments, individual institutions or maturities.

2. Time certificates of deposit: In purchasing a time certificate of deposit (TCD), the portfolio manager will not invest an amount which is more than 10 percent of the total deposits of any single institution. As required by Oregon Revised Statutes, the portfolio manager will be responsible to ensure that a Certificate of Participation has been presented by the issuing institution to cover any outstanding TCD above the statutory level of insurance provided by FDIC. The district will always require full collateralization on all TCD investments.

3. Banker''s acceptances: All banker''s acceptances (BA''s) will be purchased from an Oregon chartered financial institution.

4. Repurchase Agreements: All repurchase agreements will be collateralized 110 percent by U.S. Government or Agency obligations. All collateral will be held by third party safekeeping. A signed repurchase agreement will be obtained from the issuing institution.

5. U.S. Treasury Obligations: No limits on purchase.

6. U.S. Government Agency Securities: No limits on purchases other than limit on concentration of 25 percent in any one type issue.

7. Local Government Investment Pool (LGIP): The LGIP limits investment to accounts not to exceed the inflation-adjusted maximum under Oregon Revised Statute (ORS) 294.810. Other than this limitation, there is no limit to the amount that can be invested in the pool, although the pool does not collateralize or deliver investment instruments.

8. Diversification Guidelines: Investments will be consistent with statutory requirements under ORS 294.035 and Oregon Short Term Fund rules and recommendations.

Alsea School District 7J

Code: **DFE**
Adopted: 10/21/15
Orig. Code: DFE

Admission Prices and Receipts

The superintendent or designee~~Board~~ will determine ~~admission prices for athletic events based on recommendations of~~ the price of admissions for district-sponsored activities. The superintendent will adhere to~~and~~ league agreements for athletic events, as applicable.

Admission~~s~~ receipts from school events will be adequately controlled. The business manager is responsible for the proper collection, supervision, disbursement and/or remittance of these receipts.

Adequate records will be maintained for accounting purposes.

END OF POLICY

Legal Reference(s):

ORS 294.305 to -294.565

Alsea School District 7J

Code: **DFEA**
Adopted: 10/21/15
Orig. Code: DFEA

Admissions to District Events

District residents 65 years of age and older may be given senior citizen guest passes for all school activities, including athletic events.

The athletic director shall provide complimentary booster passes to the following:

1. Volunteers (e.g., doctors, fire department, police department);

2. Unpaid officials who perform frequently at athletic events (e.g., scorekeepers, public address personnel, photographers).

Board members will be assessed the uniform district admission rate. Board members may be reimbursed, when paid admission is required of the general public, for attending district sporting events and other activities as part of their responsibilities of being informed about district operations. District staff will be admitted at no charge in order to promote employee participation in district extracurricular activities. The district will establish accounting procedures, including any possible income tax liability, consistent with this policy.

END OF POLICY

Legal Reference(s):

ORS Chapter 244 ORS 332.107

Alsea School District 7J

Code: **DFG**
Adopted: 10/21/15
Orig. Code(s): DFG

Income from Program – Related Sales and Services

Certain professional -technical activities allow students to charge the public for goods and services. These activities are designed for educational purposes and not to compete with community businesses.

Charges for work performed and goods sold through these activities will be kept current with costs for the service or item.

Money collected will be deposited in the student body fund account within the general fund.

END OF POLICY

Legal Reference(s):

ORS 294.305 to -294.565

Alsea School District 7J

Code: **DGA**
Adopted: 10/21/15
Orig. Code(s): DGA

Authorized Signatures

The Board will, at its annual organizational meeting following July 1, or at other times deemed necessary by the Board, authorize the district clerk and/or deputy clerk or other individuals designated by the superintendent to sign district checks. The Board may authorize the use of facsimile signatures by those persons authorized to sign district checks.

END OF POLICY

Legal Reference(s):

ORS 294.120 ORS 328.441 ORS 328.445

Alsea School District 7J

Code: **DH**
Adopted: 10/21/15
Orig. Code: DH

Loss Coverage ~~Bonded Employees and Officers~~

~~All district employees responsible for funds, fees, cash collections or inventory control will be bonded to protect the district against loss in an amount determined by the Board and upon recommendation of the district's agent-of-record. In compliance with Oregon statutes and administrative rules, the superintendent, custodian of funds and other individuals as deemed necessary by the Board will have fidelity bond coverage. The district will pay the cost of such bonds.~~

The Board and designated district employees are responsible to safeguard the district against loss regarding funds, fees, cash collections and inventory. The Board shall designate the district employees responsible as custodians of such items. The district shall purchase bond coverage or equivalent crime coverage in an amount determined by the Board, in consultation with the district's agent of record. The district will pay the cost of such coverage.

END OF POLICY

Legal Reference(s):

ORS 328.441 ORS 332.525 OAR 581-022-2405

Alsea School District 7J

Code: **DI**
Adopted: 10/21/15
Orig. Code: DI

Fiscal Accounting and Reporting

The district's accounting and reporting system will be in accordance with generally accepted accounting principles and will conform with applicable state laws and regulations.

END OF POLICY

Legal Reference(s):

ORS 294.305 to -294.565 OAR 581-023-0035

OR. DEP'T OF EDUC, PROGRAM BUDGET AND ACCOUNTING MANUAL.

Alsea School District 7J

Code: **DIC**
Adopted: 10/21/15
Orig. Code: DIC

Financial Reports and Statements

The Board will receive monthly financial reports that include estimates of expenditures for the general fund in comparison to budget appropriations, actual receipts in comparison to budget estimates and the district's overall cash condition. Supplementary reports on other funds or accounts will be furnished upon request of the Board or superintendent.

The Board may receive a preaudit report from the business manager recapping the year-end closure of financial statements prior to the annual audit.

Appropriate staff ~~member(s)~~ will be available at any Board meeting, upon the Board's request, to respond to questions and to present current financial information. The superintendent will notify the Board at any time of substantial deviations in the anticipated revenues and/or expenditures.

~~The Board will receive and ratify monthly financial reports that include estimates of expenditures for the major general fund accounts in comparison to budget appropriations, actual receipts in comparison to budget estimates and the district's overall cash condition. Supplementary reports on other funds or accounts will be furnished upon request of the Board or superintendent.~~

END OF POLICY

Legal Reference(s):

ORS 294.155
ORS 294.311
ORS Chapter 297
ORS 328.465
ORS 332.105
OAR 162-010-0000 to -0330
OAR 162-040-0000 to -0160
OAR 581-023-0037

OR. DEP'T OF EDUC, PROGRAM BUDGET AND ACCOUNTING MANUAL.

Alsea School District 7J

Code: **DID**
Adopted: 10/21/15
Orig. Code: DID

Property Inventories

The district will maintain a complete property inventory which lists all school sites, buildings, equipment and supplies with a value greater than $1,000. This inventory will be updated as necessary. The Board may authorize the employment of an appraisal company to assist with the inventory procedure.

To update these records, the district will keep current records of equipment disposed of and purchased.

END OF POLICY

Legal Reference(s):

ORS 332.155

OR. DEP'T OF EDUC, PROGRAM BUDGET AND ACCOUNTING MANUAL.

Alsea School District 7J

Code: **DIE**
Adopted: 10/21/15
Orig. Code: DIE

Audits

An audit of all district accounts will be made annually by an ~~authorized municipal~~ accountant selected by the Board from the roster of authorized municipal accountants maintained by the~~in accordance with~~ Oregon Board of Accountancy~~law~~. The audit examination will be conducted in accordance with minimum auditing standards established by the Secretary of State.

Every two years the Board will review the contract with the audit firm and, if necessary, solicit request for proposals from authorized municipal accountants.

The cost of the audit will be a charge against district funds.

A copy of the audit report will be presented to the Board. The superintendent will submit a copy of the audit report to the Oregon Department of Education and to the Oregon Secretary of State, Audit Division.

END OF POLICY

Legal Reference(s):

ORS 294.155
ORS Chapter 297
ORS 327.137
ORS 328.465
OAR 162-010-0020(11)
OAR 581-023-0037

Alsea School District 7J

Code: **DJ**
Adopted: 10/21/15
Orig. Code: DJ

District Purchasing

The function of district purchasing is to serve the educational program by providing the necessary supplies, equipment and services. Items commonly used in the various schools and their subdivisions will be standardized and be~~whenever~~ consistent with educational goals and in the interest of efficiency or economy.

The business manager is appointed by the Board to serve as purchasing agent. They~~He/She~~ will be responsible for developing and administering the district's purchasing program.

No obligation may be incurred by any officer or employee of the Board unless that expenditure has been authorized in the budget, ~~or~~ by Board action and/or Board policy. In all cases calling for the expenditure of district money, except payroll~~payrolls~~, a requisition and purchase order system must be used.

No purchase with the exception of a petty cash purchase will be authorized unless covered by an approved purchase order. No bills will be approved for payment unless purchases were made with an~~on~~ approved purchase order~~orders~~.

The superintendent or designee is authorized to enter into and approve payment on contracts obligating district funds not to exceed $75,000 for products, materials, supplies, capital outlay and services that are within current budget appropriations. The Board shall approve all contracts that are collective bargaining agreements or service contracts that include the provision of labor performed by district employees, such as custodial, food service and transportation services.

The business manager will review bills due and payable for the purchase of supplies and services to determine if they are within current budget appropriations.~~amounts.~~ After ~~appropriate administrative~~ review, the business manager will direct payment of the just claims against the district. The superintendent and business manager are responsible for the accuracy of all bills and vouchers.

No Board member, officer, employee or agent of this district shall use or attempt to use their~~his/her~~ official position to obtain financial gain or for avoidance of financial detriment for themself~~himself/herself~~, a relative or a member of their household, or for any business with which the Board member, ~~or a~~ relative or member of household is associated. Acceptance of any gratuities, financial or otherwise, from any supplier of materials or services to the district by any Board member, officer or employee of the district is prohibited.

END OF POLICY

Legal Reference(s):

ORS 244.040
ORS Chapters 279, 279A, 279B, 279C
ORS 294.311
ORS 328.441 to -328.470
ORS 332.075

Alsea School District 7J

Code: **DIC**
Adopted: 10/21/15
Orig. Code: DIC

Financial Reports and Statements

The Board will receive monthly financial reports that include estimates of expenditures for the general fund in comparison to budget appropriations, actual receipts in comparison to budget estimates and the district's overall cash condition. Supplementary reports on other funds or accounts will be furnished upon request of the Board or superintendent.

The Board may receive a preaudit report from the business manager recapping the year-end closure of financial statements prior to the annual audit.

Appropriate staff ~~member(s)~~ will be available at any Board meeting, upon the Board's request, to respond to questions and to present current financial information. The superintendent will notify the Board at any time of substantial deviations in the anticipated revenues and/or expenditures.

~~The Board will receive and ratify monthly financial reports that include estimates of expenditures for the major general fund accounts in comparison to budget appropriations, actual receipts in comparison to budget estimates and the district's overall cash condition. Supplementary reports on other funds or accounts will be furnished upon request of the Board or superintendent.~~

END OF POLICY

Legal Reference(s):

ORS 294.155
ORS 294.311
ORS Chapter 297
ORS 328.465
ORS 332.105
OAR 162-010-0000 to -0330
OAR 162-040-0000 to -0160
OAR 581-023-0037

OR. DEP'T OF EDUC, PROGRAM BUDGET AND ACCOUNTING MANUAL.

Alsea School District 7J

Code: **DID**
Adopted: 10/21/15
Orig. Code: DID

Property Inventories

The district will maintain a complete property inventory which lists all school sites, buildings, equipment and supplies with a value greater than $1,000. This inventory will be updated as necessary. The Board may authorize the employment of an appraisal company to assist with the inventory procedure.

To update these records, the district will keep current records of equipment disposed of and purchased.

END OF POLICY

Legal Reference(s):

ORS 332.155

OR. DEP'T OF EDUC, PROGRAM BUDGET AND ACCOUNTING MANUAL.

Alsea School District 7J

Code: **DIE**
Adopted: 10/21/15
Orig. Code: DIE

Audits

An audit of all district accounts will be made annually by an ~~authorized municipal~~ accountant selected by the Board from the roster of authorized municipal accountants maintained by the~~in accordance with~~ Oregon Board of Accountancy~~law~~. The audit examination will be conducted in accordance with minimum auditing standards established by the Secretary of State.

Every two years the Board will review the contract with the audit firm and, if necessary, solicit request for proposals from authorized municipal accountants.

The cost of the audit will be a charge against district funds.

A copy of the audit report will be presented to the Board. The superintendent will submit a copy of the audit report to the Oregon Department of Education and to the Oregon Secretary of State, Audit Division.

END OF POLICY

Legal Reference(s):

ORS 294.155
ORS Chapter 297
ORS 327.137
ORS 328.465
OAR 162-010-0020(11)
OAR 581-023-0037

Alsea School District 7J

Code: **DJ**
Adopted: 10/21/15
Orig. Code: DJ

District Purchasing

The function of district purchasing is to serve the educational program by providing the necessary supplies, equipment and services. Items commonly used in the various schools and their subdivisions will be standardized and be~~whenever~~ consistent with educational goals and in the interest of efficiency or economy.

The business manager is appointed by the Board to serve as purchasing agent. They~~He/She~~ will be responsible for developing and administering the district's purchasing program.

No obligation may be incurred by any officer or employee of the Board unless that expenditure has been authorized in the budget, ~~or~~ by Board action and/or Board policy. In all cases calling for the expenditure of district money, except payroll~~payrolls~~, a requisition and purchase order system must be used.

No purchase with the exception of a petty cash purchase will be authorized unless covered by an approved purchase order. No bills will be approved for payment unless purchases were made with an~~on~~ approved purchase order~~orders~~.

The superintendent or designee is authorized to enter into and approve payment on contracts obligating district funds not to exceed $75,000 for products, materials, supplies, capital outlay and services that are within current budget appropriations. The Board shall approve all contracts that are collective bargaining agreements or service contracts that include the provision of labor performed by district employees, such as custodial, food service and transportation services.

The business manager will review bills due and payable for the purchase of supplies and services to determine if they are within current budget appropriations.~~amounts.~~ After ~~appropriate administrative~~ review, the business manager will direct payment of the just claims against the district. The superintendent and business manager are responsible for the accuracy of all bills and vouchers.

No Board member, officer, employee or agent of this district shall use or attempt to use their~~his/her~~ official position to obtain financial gain or for avoidance of financial detriment for themself~~himself/herself~~, a relative or a member of their household, or for any business with which the Board member, ~~or a~~ relative or member of household is associated. Acceptance of any gratuities, financial or otherwise, from any supplier of materials or services to the district by any Board member, officer or employee of the district is prohibited.

END OF POLICY

Legal Reference(s):

ORS 244.040
ORS Chapters 279, 279A, 279B, 279C
ORS 294.311
ORS 328.441 to -328.470
ORS 332.075

Alsea School District 7J

Code: DJ-AR
Revised/Reviewed:

Expenditure of District Funds for Meals, Refreshments and Gifts

The district recognizes there may be occasions when it is appropriate for Board members, administrators and others to expend district funds in the course of conducting district business to provide meals or refreshments (i.e., bakery goods, snacks, fruit, punch, coffee, tea, soft drinks, etc.). The purchase of gifts may also be approved in certain situations. Such occasions may include, but are not limited to, various district and building level meetings, gatherings to celebrate district successes or recognize individual achievements, contributions or outstanding service to the district and other district and school-sponsored activities. Such expenditures may be made with prior superintendent approval only, subject to the provisions of this administrative regulation.

The use of district funds, as used in this regulation, means the use of money in any of the general accounts of the district. This includes the General Fund, Food Service Fund and others. It also includes money in student body accounts held at each school that are derived from any student activity or from parent organizations. Exceptions are funds collected from staff members or others for the specific purpose of providing gifts or parties. It is also recognized that buildings may have established a "social fund" or "sunshine fund" to which each staff member may voluntarily contribute. Such funds are generally used for birthday recognition, bereavement and illness acknowledgment activities, etc. These funds are also exempt from the following requirements.

Meals and Refreshments

District funds may be used to pay for individual or group meals only if official district business is being conducted during the time in which the meal is provided and only if the meal provides a particularly practical time or setting for the discussion, consistent with Board policy and the following:

1. Meals may be provided by the district to recognize the contributions of staff, through retirement dinners or other recognition events;

2. Meals may be provided by the district as a part of Board or administrative work sessions, at district or building-level committee meetings or other district-approved activities.

Meals not directly business related may be provided to staff or others at the individual's expense only.

Board members, principals and other district administrative staff may use district funds to provide refreshments for staff, parents or others at meetings, in-service programs or other similar district or school-sponsored activities, $250 subject to the following additional requirements:

1. The purchase of alcoholic beverages with district funds is strictly prohibited;

2. The use of district funds for parties is prohibited.

Gifts

There are numerous occasions that may arise whereby Board members, administrators or other district staff may feel the need to recognize employees (i.e., Administrative Professional's Day, teacher appreciation week, classified employees' week, birthday, etc.). A Board member, administrator or other district employee may provide such recognition at his/her expense only, unless as otherwise permitted below:

1. The district may provide a small token of appreciation for a Board member's or employee's retirement and years of service and other related activities utilizing district funds, as approved in advance. For example, the Board generally proclaims special recognition for classified employees' week and teacher appreciation week;

2. Administrators may use district funds to provide an appropriate token of appreciation on behalf of the Board. The value of this item may not exceed $50 per person;

3. No other expenditure of district funds for gifts is permitted without prior authorization from the Board or superintendent.

PROPOSED

Alsea School District 7J

Code: DJC
Adopted:

Bidding Requirements

The Board is the Local Contract Review Board (LCRB) for the district. All public contracts shall be invited in accordance with applicable competitive procurement provisions of the Oregon Revised Statutes and the adopted public contracting rules.

The Board, acting as its own LCRB, adopt the *Oregon Attorney General's Model Public Contract Rules*, Oregon Administrative Rule (OAR) Chapter 137, Divisions 046 through 049 in effect at the time this policy is adopted.

The district shall procure the construction manager/general contractor services in accordance with model rules the Attorney General adopts under Oregon Revised Statute (ORS) 279A.065(3).

Additionally, the Board may include as part of its rules portions of the Oregon Department of Administrative Services rules governing Public Contract Exemptions, OAR Chapter 125, Divisions 246-249 in effect at the time this policy is adopted.

The Board may make the written findings required by law for exemptions from competitive bidding. Such findings shall be maintained by the district and made available on request.

The district shall review its rules each time the Attorney General adopts a modification of the model rules, as required by ORS 279A.065(6)(b), to determine whether any modifications need to be made to district rules to ensure compliance with statutory changes. New rules, as necessary, shall be adopted by the Board. In the event it is unnecessary to adopt new rules, Board minutes will reflect that the review process was completed as required.

The Board, acting as the LCRB, may enact a resolution that authorizes the district to designate a public improvement as a community benefit contract per the requirements included in ORS 279C.300 to 279C.470.

Procurements for services estimated to be in excess of $250,000 shall go through the cost analysis and feasibility process described in ORS 279B.

END OF POLICY

Legal Reference(s):

ORS Chapters 279, 279A, 279B and 279C

OAR Chapter 125, Divisions 246-249

OR. DEP'T OF JUSTICE, OR. ATT'Y GENERAL'S MODEL PUBLIC CONTRACT RULES MANUAL.

Alsea School District 7J

Code: DJC-AR
Revised/Reviewed:

Special Procurements and Exemptions from Competitive Bidding

SPECIAL PROCUREMENTS

The district shall submit a written request to the Board, acting as the Local Contract Review Board (LCRB), that describes the contracting procedure, the goods and services or class of goods and services that are the subject of the special procurement and circumstances that justify the use of a special procurement under the standards as follows: the special procurement is unlikely to encourage favoritism in the awarding of a public contract or to substantially diminish competition for public contracts and, (A) is reasonably expected to result in substantial cost savings to the district or to the public, or (B) otherwise substantially promote the public interest in a matter that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065, 279B.070 or under any related rules. Public notice of the approval of a special procurement must be given in the same manner as provided in ORS 279B.055(4). If the district intends to award a contract through special procurements that calls for competition among prospective contractors, the district shall award the contract to the contractor it determines to be most advantageous to the district. When the LCRB approves a class special procurement the district may award contracts to acquire goods and services within the class of goods and services in accordance with the terms of the approval without making a subsequent request for a special procurement.

1. Brand Names or Products, "Or Equal," Single Seller and Sole Source

    a. The district may purchase brand names or products from a single seller or sole source without competitive bidding subject to the limitations of this rule.
    b. Solicitation specifications for public contracts of the district shall not expressly or implicitly require any product of any particular manufacturer or seller except as expressly authorized in subsections c. and d. of this rule.
    c. The district may specify a particular brand name or equal specification when the use of a brand name or equal specification is advantageous to the district, because the brand name describes the standard of quality, performance, functionality and other characteristics of the product needed by the district.

        (1) The district is entitled to determine what constitutes a product that is equal or superior to the product specified, and any such determination is final;
        (2) The district is not prohibited from specifying one or more comparable products as examples of the quality, performance, functionality or other characteristics of the product needed by the district;
        (3) A brand name specification may be prepared and used only if the district determines for a solicitation or class of solicitations that only the identified brand name specification will meet the needs of the district based on one or more of the following written determinations:

(a) The use of a brand name specification is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts; or
(b) Specification of the brand name, mark or product would result in cost savings to the district; or
(c) There is only one manufacturer or seller of the product of the quality, performance or functionality required; or
(d) The efficient utilization of existing goods requires the acquisition of compatible goods and services.

d. The district may award a contract for goods or services without competition when the LCRB determines in writing that the goods or services, or the class of goods or services, are available from only one source. The determination of the source must be based upon written findings that shall include:

(1) A brief description of the contract or contracts to be covered, including contemplated future purchases;
(2) Description of the product or service to be purchased; and
(3) The reasons the district is seeking this procurement method, which shall include any of the following:

(a) That the efficient utilization of existing goods requires the acquisition of compatible goods or services; or
(b) That the goods or services required for the exchange of software or data with other public or private agencies are available from only one source; or
(c) That the goods or services are for use in a pilot or an experimental project; or
(d) To the extent reasonably practical, the contracting agency shall negotiate with the sole source to obtain contract terms advantageous to the contracting agency.

e. The district may specify a product or service available from only one manufacturer but available through multiple sellers after complying with subsection c. above documenting the procurement file with the following information:

(1) If the total purchase is over $10,000 but does not exceed $150,000, and a comparable product or service is not available under an existing Mandatory Use Contract, the district must obtain informal competitive quotes, bids or proposals and document this process in the procurement file;
(2) If the purchase does not exceed $150,000, and the supplies or services are not available under an existing price agreement for information technology with competing products or Mandatory Use Contract, the district must first request and obtain prior written authorization from the LCRB to proceed with the acquisition.

f. If the district intends to make several purchases of brand name-specific supplies and services from a particular manufacturer or seller for a period not to exceed five years, the district must so state this in the procurement file and in the solicitation document, if any, or a public notice of a solicitation. If the total purchase amount is estimated to exceed $150,000, this shall be stated in the advertisement for bids or proposals.

PROPOSED

Findings of Fact/Conclusion of Compliance with Law (OAR 125-247-0275)

The district shall submit a written request to the local contract review board that describes the contracting procedure, goods and services subject of the special procurement and the circumstances that justify the use of the special procurement.

a. It is unlikely that this special procurement will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts and is reasonably expected to result in substantial cost savings to the district which could not be realized under ORS 279B.055, 279B.060, 279B.065 or 279B.070 as required by ORS 279B.085(4).
b. Public notice of the approval must be given in the same manner as provided in ORS 279B.055(4).
c. This rule requires the districts to make a good faith effort to determine that no other sources are available for the specified products.
d. The district maintains open lists from which vendors are contacted for quotations and utilizes electronic means of determining new vendors on an ongoing basis.
e. The awarding of a contract as described in this special procurement should result in substantial cost savings by virtue of the ability to reduce solicitation costs when it is known that comparable products are not available, or when specifying another product solely to meet a competition requirement might lead to lower initial cost but longer lifetime cost.
f. When the local review board approves a class special procurement the district may award contracts to acquire goods and services within the class of goods and services in accordance with the terms of the approval without making a subsequent request for procurement.

2. Advertising Contracts, Purchase of

a. The district may purchase advertising in any media, regardless of a dollar amount, without competitive bidding.
b. The Board acting as the LCRB of the district must use competitive methods whenever possible to achieve best value and must document in the procurement file the reasons why a competitive process was deemed impractical and the resulting contract must be in writing.
c. If the anticipated purchase exceeds $10,000 and a competitive method is used, the district must post notice on the OregonBuys.gov.

Findings of Fact

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

a. By their nature, media sources are generally unique. Advertisements are placed in a particular source because of the specific audience that source serves;
b. Competition to furnish advertising space in daily newspapers of general, trade or business circulation in the vicinity of the district is limited;
c. Cost savings are difficult to quantify where the sources are unique and not interchangeable;
d. Advertisements may be placed to satisfy legal notice or Board policy requirements;
e. Other published advertisements or notices, such as routine public notices, personnel recruitment information, etc., are placed in one or more of the publications of general circulation in the local area and other publications, as appropriate;

f. The communities served by the district rely upon its use of the local daily newspaper as a central source of news and information regarding district activities;

g. It is unknown whether contracts for advertisements placed with radio, television or other broadcast media are going to result in cost savings if not placed for competitive bid or request for proposal (RFP). If possible savings could be obtained through competitive means, the district would attempt to obtain competitive quotes or bids, as appropriate.

Conclusion of Compliance with Law

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

3. Advertising Contracts, Sale of

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

Findings of Fact

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

Conclusion of Compliance with Law

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

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

4. Equipment Repair and Overhaul

a. The district may enter into a public contract for equipment repair or overhaul without competitive bidding, subject to the following conditions:

(1) Service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing; or
(2) Service or parts required are for sophisticated equipment for which specially trained personnel are required and such personnel are available from only one source; and
(3) The purchase is made within the limits and pursuant to the methods in subsection b. of this rule.

b. The following limitations apply to this rule:

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

Findings of Fact

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

Conclusion of Compliance with Law

It is unlikely that this special procurement procedure will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts because the dollar limits incorporated into this special procurement when the anticipated costs exceed $150,000, insure the district will seek formal competitive bids and proposals. If the formal process is not practical, the

district will obtain a specific exemption from the LCRB to proceed with the purchase of the needed repair or overhaul.

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

5. Copyrighted Materials

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

Findings of Fact

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

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

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

Conclusion of Compliance with Law

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

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

6. Product Prequalification

a. When specific design or performance specifications must be met or such specifications are impractical to create or reproduce for a type of product to be purchased, the district may specify a list of approved or qualified products by reference to the prequalified product(s) of particular manufacturers or vendors in accordance with the following product prequalification procedure:

(1) The district will make reasonable efforts to notify all known manufacturers and vendors of competing products of the district's intent to compile a list of prequalified products. The notice will explain the opportunity manufacturers and vendors of competing products will have to apply to have their product(s) included on the district's list of prequalified products. At its discretion, the district may provide notice by advertisement in a trade paper of general statewide circulation or other appropriate trade publication; or instead of advertising, the district may provide written notice to those manufacturers and vendors appearing on the appropriate list maintained by the district; and

(2) The district will accept manufacturer and vendor applications to include products in the district's list of prequalified products up to 15 calendar days prior to the initial advertisement for bids or proposals for the type of product to be purchased, unless otherwise specified in the advertisement or in the district's written notice.

b. If the district denies an application for including a product on a list of prequalified products, the district shall promptly provide the applicant with a written notice of the denial and include the reason for denial. The applicant may submit a written appeal within seven calendar days to the district business manager to request review and reconsideration of the denial.

Findings of Fact

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

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

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

b. A second occasion when prequalification of products will be useful is when the specific design or performance specifications for a product are so exacting that the district must have time to carefully consider what is offered in the market that may or may not meet the specifications and, if necessary, reconsider its options before issuing an invitation to bid.

c. This rule sets out a process of prequalification which requires the use of advertisement or other appropriate means to notify vendors of competing products of their opportunity to submit items for prequalification. The district maintains vendor mailing lists which are open to all interested vendors. The district uses these lists routinely to notify vendors of its intentions to prequalify products or to invite bids on products.

d. This includes a 15-day time limit between the closure of a prequalification list and a related invitation to bid. This time factor ensures that vendors have a reasonable time to apply to include their products on a prequalified product list.

e. Subsection b., of this rule provides vendors with an appeal process to follow if their application for prequalification is denied.

Conclusion of Compliance with Law

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

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

7. Requirements Contracts (Blanket Purchase Orders, Price Agreements)[1]

a. The business manager, on behalf of the district, may establish requirements contracts for the purposes of minimizing paperwork, achieving continuity of product, securing a source of

[1] OregonBuys.gov allows authorized members to utilize the state's price agreement/contracts to purchase goods and services. Authorized OregonBuys members can legally attach to a state price agreement and forego the competitive bid process. Access to hundreds of competitive price contracts for a wide variety of goods and services: vehicles, computers, furniture, copiers, fax machines, travel, pharmaceuticals, office products, etc., is available. Counties, cities, schools, municipalities or their public corporate entities having local governing authority, a United States governmental agency or American Indian tribe or agency are eligible to participate.

supply, reducing inventory, combining district requirements for volume discounts, standardization among school and departments and reducing lead time for ordering.

b. The district may enter into a requirements contract (also known as a blanket purchase order or price agreement) whereby it is agreed to purchase goods or services for an anticipated need at a predetermined price or price discount from a price list, provided the contract is led by a competitive procurement process pursuant to the requirements of the public contracting code and these rules.

c. Once a requirements contract is established, schools and departments may purchase the goods and services from the awarded contractor without first undertaking additional competitive solicitation.

d. School and departments shall use requirements contracts established by the district, unless otherwise specified in the contract, allowed by law or these rules or specifically authorized by the superintendent or designee.

e. Under the authority of ORS 279A.025 and 279B.085, the district may use the requirements contracts entered into by another Oregon public agency when:

(1) The original contract met the requirements of public contracting code; and
(2) The original contract allows other public agency usage of the contract; and
(3) The original public contracting agency concurs and this is documented by a written interagency agreement between the district and the agency.

f. The term of any district requirements contract, including renewals, shall not exceed five years unless otherwise permitted under the public contracting code.

Findings of Fact

a. This rule permits the district to enter into a requirements contract, in which the vendor agrees to provide specified goods and services over the term of the contract at the bid price or discount rate. A requirements contract is useful when the purchase of the goods or services are routine and repetitive. For example, school, office, custodial and facilities maintenance supplies are customarily purchased through requirements contracts.

b. Requirements contracts are a common method of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, obtaining volume discounts, standardizing usage among schools and departments and reducing lead time for ordering.

c. The district establishes a requirements contract as a result of open competitive bidding or RFP processes, unless otherwise permitted under the public contracting code.

d. The district limits the term of a requirements contract, including all renewal options, to a maximum of five years before competitive rebidding must be done, unless otherwise permitted under the public contracting code.

e. The district may use the requirements contracts established by other public agencies, subject to certain conditions of state law, Board policy and administrative regulation.

Conclusion of Compliance with Law

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

PROPOSED

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

8. Used Personal Property or Equipment, Purchase[2]

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

Findings of Fact

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

PROPOSED

[2] When contracting with another governmental entity, a district has a statutory exception under ORS 279A.025. The district may purchase state/federal surplus property through the Department of Administrative Services, State Services Division for Surplus Property. For more information on this program, contact DAS at 503-378-4714.

Conclusion of Compliance with Law

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

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

9. Information Technology Contracts

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

a. If the contract amount does not exceed $150,000, the district shall attempt to obtain three competitive quotes pursuant to the rules governing Intermediate Procurements. The district shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the district shall make a written record of the effort made to obtain the quotes or proposals.
b. If the contract amount exceeds $150,000, the district shall determine and use the best procurement method, pursuant to the public contracting code and these rules, and shall solicit written proposals in accordance with the requirements of the *Attorney General's Model Public Contract Rules*. The district shall document the evaluation and award process, which will be part of the public record justifying the award;
c. If the amount of the contract is estimated to exceed $150,000, the district shall provide proposers an opportunity to review the evaluation of their proposals before final selection is made.

Findings of Fact

a. Rapid changes in technology make it necessary for the district to be able to purchase needed computer equipment quickly.
b. Pricing for high-technology equipment also changes rapidly. It is frequently possible to take advantage of frequent price changes in the marketplace in the purchase of computer equipment.
c. There is generally sufficient competition among vendors of information technology hardware and software for district business.
d. The district will follow rules governing special procurements and obtain at least three informally solicited quotes for purchases less than or equal to $150,000.
e. If the district requires a brand name or sole source product, the district will follow its rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section 1. under Special Procurements, to procure it.

Conclusion of Compliance with Law

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

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

10. Telecommunications Systems - Hardware and Software Contracts

a. The district may enter into a contract to acquire telecommunications system hardware and software, without competitive bidding, subject to the following conditions:

(1) If the contract amount does not exceed $150,000, the district shall attempt to obtain three competitive quotes pursuant to the rules governing Intermediate Procurements. The district shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the district shall make a written record of the effort made to obtain the quotes or proposals.

(2) If the contract amount exceeds $150,000, the district shall determine and use the best procurement method, pursuant to the public contracting code and these rules and shall solicit written proposals in accordance with the requirements of Chapter 137, Divisions 047 and 049 of the *Attorney General's Model Public Contract Rules*. The district shall document the evaluation and award process, which will be part of the public record justifying the award.

b. The telecommunications solicitation authorized in subsection 10.a.(1) of these rules shall:

(1) State the contractual requirements in the solicitation document;

(2) State the evaluation criteria to be applied in awarding the contract and the role of any evaluation committee. Criteria that would be used to identify the proposal that best meets the district's needs may include, but are not limited to, cost, quality, service and support, compatibility, product or system reliability, vendor viability and financial stability, operating efficiency and expansion potential;

(3) State the provisions made for bidders or proposers to comment on any specifications which they feel limit competition.

Findings of Fact

a. Rapid changes in technology make it necessary for the district to be able to purchase needed telecommunications hardware and software quickly.

b. Since deregulation, there is generally adequate competition among vendors of telecommunication hardware and software to allow the district to make competitive purchases.

c. Pricing for telecommunications hardware and software also changes frequently. It is important for the district to take advantage of price competition in the marketplace.

d. The district will follow procedures governing special procurements and document reasonable efforts to obtain at least three informally solicited quotes for purchases over $10,000 but less than or equal to $150,000.

e. If a purchase of telecommunications hardware or software is expected to cost more than $150,000, the district will use a formal competitive bidding or proposal process in accordance with these rules and the *Attorney General's Model Public Contract Rules*.

f. There are also times when the district needs to purchase specific items that are compatible with current equipment. On these occasions, the district will follow its rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section 1. under Special Procurements, to make the purchase.

Conclusion of Compliance with Law

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

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

11. Telecommunications Services

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

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

b. In determining the appropriate procurement method for telecommunications services, the district shall comply with the requirements of ORS 291.038 and determine whether competition exists. In determining whether competition exists, the district may consider the following factors:

(1) The extent to which alternative providers exist in the relevant geographic and service market; the greater area of Benton County;

(2) The extent to which alternative services offered are comparable or substitutable in technology, service provided and performance. For example, if the district requires digital services, analog services are not comparable or substitutable. If the district requires fiber optic technology, then copper, microwave or satellite transmission technology may not be comparable or substitutable;

(3) The extent to which alternative providers can respond to the district's interest in consistency and continuity of services throughout its service area, volume discounts, equitable service for all users, centralized management and limiting district liability. For

example, to be considered as the district's long-distance service provider, any long-distance service vendor must be able to meet, support and interface with the district's centralized automated billing requirements. The district must document for the record, its findings on these factors or any other factors used in determining whether competition exists. In developing its findings, the district may solicit the information either through informal telephone or written contacts or through a formal solicitation such as a RFP.

c. If the district determines that competition does not exist in the area for the relevant service, the district may proceed to secure the service on a sole source basis, as described in the district's rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section 1. under Special Procurements.

Findings of Fact

a. Since deregulation, there is generally adequate competition among vendors of telecommunication services to allow the district to make competitive procurements.
b. Since there is competition, price competition exists in the marketplace. It is important for the district to take advantage of existing competition.
c. The district will follow its rules governing special procurements and document reasonable efforts to obtain at least three informally solicited quotes for purchases less than or equal to $150,000. The district shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the district shall make a written record of the effort made to obtain the quotes or proposals.
d. If a purchase of service is expected to cost more than $150,000, the district will use a formal competitive bidding or proposal process in accordance with these rules and the *Attorney General's Model Public Contract Rules*.
e. There may be occasions where there is limited competition that can furnish telecommunications services of the quality and extent required by district operations. In such instances, the district will follow this rule and also its rule governing Brand Names or Products, "Or Equal," Single Seller and Sole Source, Section 1. under Special Procurements, to procure needed services from the sole source.

Conclusion of Compliance with Law

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

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

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

or sole source acquisitions if those situations occur. The rule also states the steps to be taken to document situations where sufficient competition may not exist and a sole source purchase needs to be made.

12. Hazardous Material Removal; Oil Cleanup

a. The district may enter into public contracts without competitive bidding, regardless of a dollar amount, when ordered to clean up oil or hazardous waste pursuant to the authority granted to the Oregon Department of Environmental Quality (DEQ) under ORS Chapter 466, especially ORS 466.605 through 466.680. In exercising its authority under this exemption, the district shall:

(1) To the extent reasonable under the circumstances, encourage competition by attempting to make informal solicitations or to obtain informal quotes from potential suppliers of goods and services;
(2) Make written findings describing the circumstances that require the cleanup or maintain a copy of the DEQ order for the cleanup;
(3) Record the measures taken under A.1. of this rule to encourage competition, the amount of the quotes or proposals obtained, if any, and the reason for selecting the contractor to whom award is made.

b. The district shall not contract pursuant to this special procurement in the absence of an order from the DEQ to clean up a site which includes a time limit that would not allow the district to hire a contractor under normal competitive bidding procedures. Goods and services to perform other hazardous material removal or cleanup will be purchased in accordance with normal competitive bidding procedures as described in Board policy with this administrative regulation.

Findings of Fact

a. When the DEQ orders a public agency to remove or clean up hazardous material or oil, the public agency must respond within a very short time, which is stated in the DEQ order. This time period does not generally allow the agency to take the time necessary to solicit written bids or proposals for the work to be performed. The district would be liable for any delay in responding to DEQ orders to perform hazardous material removal or cleanup.
b. This exemption will not be used in those situations where there is no DEQ order to remedy the situation. Routine competitive procurement methods will be used where there is no DEQ order to act immediately. The district maintains open lists of vendors who are interested in providing hazardous material removal and cleanup services. Whenever it needs hazardous material removal or disposal, the district makes use of these lists to solicit quotes, bids or proposals as needed, in addition to advertising the procurement as required.
c. Cost savings are achieved through this exemption because the district can be liable for DEQ penalties and fines if it does not timely remove hazardous materials or oil as ordered. There is also serious risk in these situations, that property damage or personal injury could result if the district is slow to act.

PROPOSED

Conclusions of Compliance with Law

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

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

13. Renegotiation of Existing Contracts with Incumbent Contractors

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

Findings of Fact

a. The LCRB may amend contracts when it is in the best interest of the district. The superintendent and/or other designee, acting on behalf of the LCRB, may renegotiate certain provisions, including:

(1) Price;
(2) Term;
(3) Delivery and shipping;
(4) Order size;
(5) Substitution;
(6) Warranties;
(7) Online ordering systems;
(8) Price adjustments;
(9) Product availability;
(10) Product quality;
(11) Reporting requirements; or
(12) Discounts.

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

b. The amended terms must be within a reasonable scope of the original contract, but not fundamentally alter the agreement or nature of goods or services. Districts may, however, request functionally equivalent substitutes for goods or services in the original contract.

c. The contract as a whole must be more favorable to the individual needs of the district to justify renegotiation. Cost may be a factor in determining what is a favorable change to the original contract, but the district may use factors other than cost that demonstrate that the amended contract is more favorable to the unique needs of the district.

Conclusion of Compliance with Law

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

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

EXEMPTIONS FROM COMPETITIVE BIDDING

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

1. Contracts which have been specifically exempted under ORS 279A.025 and 279C.335; and

2. Contracts covered by the class exemptions in the following set of rules developed pursuant to ORS 279C.335(2) and (5) and based on Oregon Administrative Rules, Chapter 137, Divisions 46 through 49.

The Board, acting as the Local Contract Review Board (LCRB) for the district, has made the findings required by ORS 279C.330, ORS 279C.335 and ORS 279C.345, and determined that awarding a contract under this exemption is unlikely to encourage favoritism or substantially diminish competition for the public contract and will likely result in a substantial cost savings and other substantial benefits to the district.

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

1. How many persons are available to bid;

2. The construction budget and the projected operating costs for the completed public improvements;

3. Public benefits that may result from granting the exemption;

4. Whether value engineering techniques may decrease the cost of the public improvement;

5. The cost and availability of specialized expertise that is necessary for the public improvement;

6. Any likely increases in public safety;

7. Whether granting the exemption may reduce risks to the district or the public that are related to the public improvement;

8. Whether granting the exemption will affect the sources of funding for the public improvement;

9. Whether granting the exemption will better enable the district to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement;

10. Whether granting the exemption will better enable the district to address the size and technical complexity of the public improvement;

11. Whether the public improvements involves new construction or renovates or remodels an existing structure;

12. Whether the public improvement will be occupied or unoccupied during construction;

13. Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions; and

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

Only these findings are required for each class or individual contract exemption, unless the LCRB specifically excludes a finding or includes an additional finding.

Promulgation of these exemptions can only occur after public notification and a public hearing to receive testimony pertaining to the draft exemptions and findings, pursuant to ORS 279C.335.

1. Brand Names or Products, "Or Equal," Single Seller and Sole Source

    a. The district may purchase brand names or products from a single seller or sole source without competitive bidding subject to the limitations of this rule.
    b. The district has determined that value engineering, specialized expertise required, public safety and technical complexity, generally do not apply to this exemption.
    c. Solicitation specifications for public contracts of the district shall not expressly or implicitly require any product of any particular manufacturer or seller except as expressly authorized in subsections d. and e. of this rule.
    d. The district may specify a particular brand name, make or product suffixed by "or equal," "or approved equal," "or equivalent," "or approved equivalent" or similar language if there is no other practical method of specification after documenting the procurement file with the following:

        (1) A brief description of the solicitation(s) to be covered, including contemplated future purchases;
        (2) Description of the brand name, mark or product to be specified; and
        (3) A brand name specification may be prepared and used only if the district determines for a solicitation or class of solicitations that only the identified brand name specification will meet the needs of the district based on one or more of the following written determinations:

(a) The use of the brand name specification is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts; or
(b) Specification of the brand name, mark or product would result in substantial cost savings to the district; or
(c) There is only one manufacturer or seller of the product of the quality, performance or functionality required; or
(d) The efficient utilization of existing goods requires the acquisition of compatible goods and services.

(4) The district shall make reasonable effort to notify all known suppliers of the specified product and invite such vendors to submit competitive bids or proposals.

e. The district may purchase a particular product or service available from only one source, after documenting the procurement file with the district's findings of current market research to support the determination that the product is available from only one seller or source. The district's findings shall include:

(1) A brief description of the contract or contracts to be covered, including contemplated future purchases;
(2) Description of the product or service to be purchased; and
(3) The reasons the district is seeking this procurement method, which shall include any of the following:

(a) That the efficient utilization of existing equipment, supplies or services requires the acquisition of compatible equipment, supplies or services; or
(b) That the goods or services required for the exchange of software or data with other public or private agencies are available for only one source; or
(c) That the goods or services are for use in a pilot or an experimental project; or
(d) Other findings that support the conclusion that the goods or services are available from only one source.

(4) To the extent reasonably practical, the contracting agency shall negotiate with the sole source to obtain contract terms advantageous to the contracting agency.

f. The district may specify a product or service available from only one manufacturer but available through multiple sellers, after documenting the procurement file with the following information:

(1) If the total purchase is over $10,000 but does not exceed $100,000, and a comparable product or service is not available under an existing state cooperative purchasing contract, competitive quotes shall be obtained by the district and retained in the procurement file; or
(2) If the amount of the purchase exceeds $100,000, the product or service shall be obtained through competitive bidding unless a specific exemption is granted by the LCRB.

g. If the district intends to make several purchases of the product of a particular manufacturer or seller for a period not to exceed five years, the district will so state in the solicitation file and in the solicitation document, if any. Such documentation shall be sufficient notice as to

subsequent purchases. If the total purchase amount is estimated to exceed $100,000, this shall be stated in the advertisement for bids or proposals.

Findings of Fact/Conclusion of Compliance with Law

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

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

2. Product Prequalification

   a. When specific design or performance specifications must be met or such specifications are impractical to create or reproduce for a type of product to be purchased, the district may specify a list of approved or qualified products by reference to the prequalified product(s) of particular manufacturers or vendors in accordance with the following product prequalification procedure:

      (1) The district will make reasonable efforts to notify all known manufacturers and vendors of competing products of the district's intent to compile a list of prequalified products. The notice will explain the opportunity manufacturers and vendors of competing products will have to apply to have their product(s) included on the district's list of prequalified products. At its discretion, the district may provide notice by advertisement in a trade paper of general statewide circulation or other appropriate trade publication; or instead of advertising, the district may provide written notice to those manufacturers and vendors appearing on the appropriate list maintained by the district; and
      (2) The district will accept manufacturer and vendor applications to include products in the district's list of prequalified products up to 15 calendar days prior to the initial advertisement for bids or proposals for the type of product to be purchased, unless otherwise specified in the advertisement or in the district's written notice.

   b. The district has determined that special expertise required, generally, does not apply to this rule.
   c. If the district denies an application for inclusion of a product on its list of prequalified products, the district shall promptly provide the applicant with a written notice of the denial and include the reason for denial. The applicant may submit a written appeal within 7 calendar days to the district business manager to request review and reconsideration of the denial.

PROPOSED

Findings of Fact

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

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

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

b. A second occasion when prequalification of products will be useful is when the specific design or performance specifications for a product are so exacting that the district must have time to carefully consider what is offered in the market that may or may not meet the specifications and, if necessary, reconsider its options before issuing an invitation to bid.

c. This rule sets out a process of prequalification which requires the use of advertisement or other appropriate means to notify vendors of competing products of their opportunity to submit items for prequalification. The district maintains vendor mailing lists which are open to all interested vendors. The district uses these lists routinely to notify vendors of its intentions to prequalify products or to invite bids on products.

d. This includes a 15-day time limit between the closure of a prequalification list and a related invitation to bid. This time factor ensures that vendors have a reasonable time to apply to include their products on a prequalified product list.

e. Subsection c. of this rule provides vendors with an appeal process to follow if their application for prequalification is denied.

Conclusion of Compliance with Law

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

The prequalification of products process is a time-consuming effort for the district. It is not a shortcut procurement method. The district would use this method only after balancing cost-saving

considerations, such as the ability of the district to create or generate nonbrand name generic specifications for types of products or the need for lengthy product evaluation prior to a contract award. If the prequalification method is chosen, it will likely result in a substantial cost savings and other substantial benefits to the district as required by ORS 279C.335 (2)(b) because the normal method of product selection is too cumbersome and costly to pursue.

3. Requirements Contracts (Blanket Purchase Orders, Price)[3]

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

      (1) The original contract met the requirements of the public contracting code; and
      (2) The original contract allows other public agency usage of the contract; and
      (3) The original public contracting agency concurs, and this is documented by a written interagency agreement between the district and the agency.

   g. The term of any district requirements contract, including renewals, shall not exceed five years unless otherwise exempted pursuant to ORS 279C.335.

Findings of Fact

   a. This rule permits the district to enter into requirements contracts, in which the vendor agrees to provide specified goods and services over the term of the contract at the bid price or discount rate. A requirements contract is useful when the purchase of the goods or services are routine and repetitive. For example, school, building, office, custodial and facilities maintenance supplies are customarily purchased through requirements contracts.
   b. Requirements contracts are a common method of minimizing paperwork, achieving continuity of product, securing a source of supply, reducing inventory, obtaining volume discounts,

[3] The OregonBuys.gov allows authorized members to utilize the state's price agreement/contracts to purchase goods and services. Authorized OregonBuys members can legally attach to a state price agreement and forego the competitive bid process. Access to hundreds of competitive price contracts for a wide variety of goods and services: vehicles, computers, furniture, copiers, fax machines, travel, pharmaceuticals, office products, etc., is available.

standardizing usage among schools, buildings and departments and reducing lead time for ordering.

c. The district establishes requirements contracts as a result of open competitive bidding or RFP processes, unless otherwise exempted.

d. The district limits the term of a requirements contract, including all renewal options, to a maximum of five years before competitive rebidding must be done, unless otherwise exempted.

e. The district may use the requirements contracts established by other public agencies, subject to certain conditions of state law, Board policy and administrative regulation.

Conclusion of Compliance with Law

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

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

4. Waiver of Bid Security Requirements (Public Improvement Contracts under $100,000)

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

Findings of Fact/Conclusion of Compliance with Law

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

5. Waiver of Performance and Payment Security Requirements (Public Improvement Contracts under $100,000)

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

PROPOSED

Findings of Fact/Conclusion of Compliance with Law

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

6. Projects with Complex Systems or Components

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

Finding of Fact/Conclusion of Compliance with the Law

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

ORS 279C.400 enumerates how RFP's are to be used if authorized by the LCRB. These criteria, ensures that competitive means will be used, and selection will be fair and impartial. As a result, it is unlikely that this process will encourage favoritism in the awarding of public contracts or substantially diminish competition for such contracts as required by ORS 279C.335(2)(a). The awarding of contracts pursuant to this process will result in optimal value to the district based on selection by the district of the best competitive proposal that meets the stated evaluative criteria.

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

Alsea School District 7J

Code: **DJCA**
Adopted: 10/21/15
Orig. Code: DJ

Personal Services Contracts

The district may enter into personal services contracts with qualified professionals as provided by Oregon Revised Statute (ORS) 279A.055. "Personal services contracts," as used in this policy, means contracts for specialized skills, knowledge and resources in the application of highly technical or scientific expertise or the exercise of professional, artistic or management discretion or judgment. The district may enter into a personal services contract with a current district employee only when the individual meets independent contractor status in accordance with state, Public Employees Retirement System (PERS) and Internal Revenue Service (IRS) requirements.

Selection of a personal services contractor will be based primarily on qualifications and performance history, expertise, knowledge and creativity and the ability to exercise sound professional judgment.

All personal services contracts shall be based on demonstrated qualifications and competence to perform the required services, encourage competition, discourage favoritism and obtain services at a fair and reasonable price.

Contracts for personal services in excess of $75,000 shall require prior Board approval.

The superintendent will develop administrative regulations as necessary to implement this policy.

END OF POLICY

Legal Reference(s):

ORS Chapters 279
ORS Chapters 279A, 279B and 279C
ORS 332.107
ORS 670.600
OAR 459-010-0030

INTERNAL REVENUE SERVICE, PUBLICATION 1779: INDEPENDENT CONTRACTOR OR EMPLOYEE (Rev. 3-2012).

Alsea School District 7J

Code: **DJCA-AR**
Revised/Reviewed: 10/21/15
Orig. Code(s): DJCA-AR

Personal Services Contracts

1. Personal Services Contracts Defined

a. Personal services contracts include, but are not limited to~~:~~ a contract or member of a class of contracts, that the local contracting agency's Local Contract Review Board (LCRB) has designated as a personal services contract pursuant to Oregon Revised Statute (ORS) 279A.055. Personal services include, but are not limited to, the following:

(1) Contracts for services performed as an independent contractor in a professional capacity (e.g., services of an accountant, attorney, data processing consultant, etc.);
(2) Contracts for services as an artist in the performing or fine arts (e.g., photographer, painter, etc.);
(3) Contracts for services that are specialized, creative and research oriented;
(4) Contracts for services as a consultant;
(5) Contracts for educational consulting services.

b. Personal services contracts may include: (1) public contracts for architectural, engineering or~~and~~ land surveying and related services;~~,~~ or (2) other public contracts for nonconstruction services.

2. Eligibility

The district will follow ORS 670.600, Public Employees Retirement System (PERS) rules Oregon Administrative Rule (OAR)~~OAR~~ 459-010-0030 and Internal Revenue Service (IRS) Ruling 87-41 in determining whether the individual or business entity qualifies as an independent contractor or is an employee of the district. A valid independent contractor must meet all eight of the following points:

State requirements[1]:

a. The contractor must be free from the direction and the control of the employer;
b. The contractor must obtain required business licenses;
c. The contractor must furnish necessary tools and equipment;
d. The contractor has authority to hire and fire employees;
e. The contractor is paid on completion of portions of projects or on a retainer basis;
f. The construction contractor must be registered under ORS Chapter 701 (For more information call the Construction Contractors Board at 503-378-4621 in Salem.);
g. The contractor must file appropriate business tax returns;
h. The contractor must represent to the public that the labor or services are provided by an independent business.

[1] See ORS 670.600 for complete listing.

PERS requirements:

In determining whether an individual is an employee or independent contractor for PERS contribution purposes, the district will consider the following factors:

a. Instructions. An employee must comply with instructions about when, where and how to work. Even if no instructions are given, the control factor is present if the employer has the right to control how the work results are achieved;
b. Training. An employee may be trained to perform services in a particular manner. Independent contractors ordinarily use their own methods and receive no training from the purchasers of their services;
c. Integration. An employee's services are usually integrated into the business operations because the services are important to the success or continuation of the business. This shows that the employee is subject to direction and control;
d. Services rendered personally. An employee renders services personally. This shows that the employer is interested in the methods as well as the results;
e. Hiring, supervising and paying assistants. An employee works for an employer who hires, supervises and pays workers. An independent contractor can hire, supervise and pay assistants under a contract that requires him/her to provide materials and labor and to be responsible only for the result;
f. Continuing relationship. An employee generally has a continuing relationship with an employer. A continuing relationship may exist even if work is performed at recurring although irregular intervals;
g. Set hours of work. An employee usually has set hours of work established by an employer. An independent contractor generally can set ~~his/her~~ their own work hours;
h. Full-time required. An employee may be required to work or be available full-time. This indicates control by the employer. An independent contractor can work when and for whom ~~he/she~~ they choose~~s~~;
i. Doing work on employer's premises. An employee usually works on the premises of an employer, or works on a route or at a location designated by an employer;
j. Order or sequence set. An employee may be required to perform services in the order or sequence set by an employer. This shows that the employee is subject to direction and control;
k. Oral or written reports. An employee may be required to submit reports to an employer. This shows that the employer maintains a degree of control;
l. Payment by hour, week, month. An employee is generally paid by the hour, week or month. An independent contractor is usually paid by the job or on a straight commission;
m. Payment of business and/or traveling expenses. An employee's business and travel expenses are generally paid by an employer. This shows that the employee is subject to regulation and control;
n. Furnishing of tools and materials. An employee is normally furnished significant tools, materials and other equipment by an employer;
o. Significant investment. An independent contractor has a significant investment in the facilities ~~he/she~~ they use~~s~~ in performing services for someone else;
p. Realization of profit or loss. An independent contractor can make a profit or suffer a loss;
q. Working for more than one employer at a time. An independent contractor is generally free to provide ~~his/her~~ their services to two or more unrelated persons or firms at the same time;
r. Making service available to general public. An independent contractor makes ~~his/her~~ their services available to the general public;

s. Right to discharge. An employee can be fired by an employer. An independent contractor cannot be fired so long as ~~he/she~~ they produce~~s~~ a result that meets the specifications of the contract;

t. Right to terminate. An employee can quit ~~his/her~~ their job at any time without incurring liability. An independent contractor usually agrees to complete a specific job and is responsible for its satisfactory completion, or is legally obligated to make good for failure to complete it.

IRS requirements:

Additionally, in determining employee or independent contract status for purposes of the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA) or for federal income tax withholding from wages, the district will consider:

a. Behavioral control. A worker is an employee when the district has the right to direct and control the worker;

b. Financial control. A worker is an independent contractor if ~~he/she~~ they can realize a profit or incur a loss. The individual may also be an independent contractor if ~~he/she is~~ they are not reimbursed for some or all business expenses, especially if those expenses are high or if ~~he/she~~ they ha~~s~~ve a significant investment in ~~his/her~~ their work;

c. Relationship of the parties. Facts weighed by the district will include any written contracts describing the relationship the parties intended to create; the extent to which the worker is available to perform services for other similar businesses; whether the district provides the worker with employee-type benefits, such as insurance, vacation pay or sick pay; and the permanency of the relationship.

3. Personal Services Contracts - Procurement Requirements

a. Contracts for personal services less than $25,000 within a 12-month period, shall, where practical, be based on written or verbal quotes or may be procured through direct negotiations with the contractor.

b. Contracts for personal services greater than $25,000 that do not exceed $75,000 may be based on three written or verbal quotes, or response to a request for proposal (RFP) as deemed appropriate by the superintendent or designee.

c. Contracts for personal services greater than $75,000 shall be based on written solicitations, request for qualifications, or the ~~request for proposal (~~RFP~~)~~ process.

d. The district may enter into a personal services contract when the amount of the services does not exceed $150,000 without obtaining quotes or utilizing the RFP process when only one contractor or sole source provides the services as follows:

(1) The superintendent or designee shall make the following written findings for inclusion in the contract file:

(a) That the efficient utilization of existing goods requires the acquisition of compatible goods or services;

(b) That the goods or services required for the exchange of software or data with other public or private agencies are available from only one source;

(c) That the goods or services are for use in a pilot or an experimental project; or

~~e.~~(d) Other findings that support the conclusion that the goods or services are available from only one source. If the cost of the services is more than $75,000, the district may award a contract on a sole source basis, only with Board approval and if prior to the award:

~~(1)~~(2) Notice of the district's intent to contract for the services, including the general specifications of the intended contract, is advertised in at least one newspaper or trade journal of general circulation in the area where the services are to be performed;

~~(2)~~(3) The advertised notice is published at least 14 days before award of contract to allow prospective contractors a reasonable opportunity to submit a protest of the district's intent to contract through the sole source process unless the superintendent gives prior written approval to reduce the number of days based on extraordinary circumstance that do not meet the criteria for an Emergency Procurement pursuant to OAR 137-047-0280; and

~~(3)~~(4) The protest shall be submitted in writing to the district by the closing date and time of the advertisement notice. It shall state the reason the contract should be competitively solicited.

Protests shall be heard by the Board, whose decision shall be final.

4. ITB/RFP Requirements

a. An invitation to bid (ITB) or ~~(~~RFP~~)~~ will be used as a formal competitive solicitation that describes the specific services to be performed within a defined period of time. The solicitation will set forth criteria and methods for screening, selecting and ranking the most qualified proposal(s). The solicitation document may result in contracts with more than one provider.

b. The solicitation document must provide that the district is not responsible for any cost incurred while submitting proposals and that all proposers who respond do so at their own expense.

c. The solicitation document must, at a minimum, address the following:

(1) Requirements for solicitation documents under ORS 279B.055 (2) and 279B.060 (2):

(a) A time and date by which the bids or proposals must be received and a place at which bids must be submitted, and may, in the sole discretion of the contracting agency, direct or permit the submission and receipt of bids or proposals by electronic means;

(b) The name and title of the person designated for receipt of bids or proposals and the person designated by the contracting agency as the contact person for the procurement, if different;

(c) A procurement description;

(d) A time, date and place that prequalified applications, if any, must be filed~~filled~~ and the classes of work, if any, for which bidders must be prequalified in accordance with ORS 279B.120;

(e) A statement that the contracting agency may cancel the bid or procurement, or reject any of all bids in accordance with ORS 279B.100;

(f) A statement that "Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document." if the invitation to bid is issued by a state contracting agency;

(g) A statement that requires the contractor or subcontractor to possess an asbestos abatement license, if required under ORS 468A.710; and
(h) All contractual terms and conditions applicable to the procurement.

(2) Requirements for solicitation documents under OAR 137-047-0255 (2) and OAR 137-047-0260 (2):

(a) General Information~~.~~

(i) Notice of any pre-offer conferences as follows:

1) The time, date and location of any pre-offer conferences;~~ and~~
2) Whether attendance at the conference will be mandatory or voluntary; and
3) A provision that provides that statements made by the contracting agency's representatives at the conference are not binding upon the contracting agency unless confirmed by written addendum.~~;~~

(ii) The form and instructions for submission of proposals and any other special information, (e.g., whether proposals may be submitted by electronic means);
(iii) The time, date and place of opening;
(iv) The office where the solicitation document may be reviewed;
(v) For bidders, a statement whether the bidder is a "resident bidder," as defined in ORS 279A.120 (1);
(vi) Contractor's certification of nondiscrimination in obtaining required subcontractors in accordance with ORS 279A.110 (4); and
(vii) How the contracting agency will notify proposers of addenda and how the contracting agency will make addenda available.

(b) Contracting Agency Need~~.~~

The character of the goods and services the contracting agency is purchasing including, if applicable, a description of the acquisition, specifications, delivery or performance schedule, inspection and acceptance requirements.

(c) Bid/Proposal and Evaluation Process~~.~~

(i) The anticipated solicitation schedule, deadlines, protest process~~,~~ and evaluation process;
(ii) The contracting agency shall set forth selection criteria in the solicitation document in accordance with the requirements of~~or~~ ORS 279B.060 (2)(h)(E).
(iii) If the contracting agency intends to award contracts to more than one proposer~~prospect~~ pursuant to OAR 137-047-0600 (4)(d), the contracting agency must identify in the solicitation document the manner in which it will determine the number of contracts it will award.

(d) Applicable preferences described in ORS 279A.125 (2) and 282.210.

(e) For contracting agencies subject to ORS 305.385, contractor's certification of compliance with the Oregon tax laws in accordance with ORS 305.385.
(f) All contract terms and conditions, including a provision indicating whether the contractor can assign the contract, delegate its duties, or subcontract the goods or services without prior written approval from the contracting agency.

d. Bids or proposals must be advertised at least once in a newspaper of general circulation in the area where the contract is to be performed and in as many additional issues and publications as may be necessary or desirable to achieve adequate competition unless the contracting agency uses electronic advertising.
e. Unless otherwise specified in rules adopted pursuant to ORS 279A.065, the LCRB will give notice at least seven days before the solicitation closing date.
f. All advertisements shall describe at minimum the requirements under OAR 137-047-0300 (3):

(1) Where, when, how~~,~~ and for how long the solicitation document may be obtained;
(2) A general description of the goods or services to be acquired;
(3) The interval between the first date of notice and closing, which will be at least seven days, unless a shorter period is in the public interest and it will not substantially affect competition;
(4) The date that persons must file applications for prequalification if prequalification is a requirement and the class of goods or services is one for which persons must be prequalified;~~.~~
(5) The office where contract terms, conditions and specifications may be reviewed;
(6) The name, title and address of the individual authorized by the contracting agency to receive offers;
(7) The scheduled opening; and
(8) Any other information the contracting agency deems appropriate.

5. Screening and Selection Procedures

a. The superintendent or designee shall review, score and rank all responsive proposals according to the evaluation criteria in the ITB or RFP and applicable law. The contracting agency will award the contract to the lowest responsible bidder or proposer or multiple responsible bidders or proposers in accordance with ORS 279B.055 (10) and 279B.060 (10), and OAR 137-047-0600.
b. To determine whether the bidder or proposer has met the standards of responsibility under ORS 279B.110 (2) and OAR 137-047-0640 (1)(c)(F), the LCRB will consider whether the bidder or proposer has:

(1) Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to indicate the capability of the bidder or proposer to meet all contractual responsibilities;
(2) A satisfactory record of performance.[2] The contracting agency will document in the solicitation file its basis for determining that the offeror is not responsible because the offeror does not meet this requirement;

[2] A contracting agency should review carefully the offeror's record of contract performance if the offeror is or recently has been materially deficient in contract performance. In reviewing the offeror's performance, the contracting agency should determine whether the offeror's deficient performance was expressly excused under the terms of the contract, or whether the offeror took

(3) A satisfactory record of integrity.[3] The contracting agency will document its basis for determining that the offeror is not responsible because the offeror does not meet this requirement;
(4) Qualified legally to contract with the contracting agency;
(5) Supplied all necessary information in connection with the inquiry concerning responsibility. If an offeror fails to promptly supply information requested by the contracting agency concerning responsibility, the contracting agency shall base the determination of responsibility upon any available information, or may find the bidder or proposer not to be responsible; and
(6) Not been debarred by the contracting agency under ORS 279B.130.

c. Final ranking will be based on all information obtained during the evaluation process. Price will be considered, but will not necessarily govern selection of the contractor(s).
d. Contracts entered into may be amended, provided the original contract allows for the particular amendment and the services to be provided under the amendment are included within or directly related to, the scope of the project or the scope of the services described in the solicitation document.

6. Documentation

Documentation providing evidence of competition shall be maintained by the district for all contracts entered into by the district.

7. Fingerprinting

If the scope of the work performed by a contractor(s) or his/her employee(s) may result in direct, unsupervised contact with students, he/she will be required to submit to fingerprinting and criminal records checks as required by law.

8. Payment

Payment will be made only upon completion of the performance of specific portions of the project or on the basis of an annual or periodic retainer as specified by the district in the personal services contract.

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appropriate corrective action. The contracting agency may review the offeror's performance on both private and public contracts.

[3] A contracting agency may determine that an offeror lacks integrity because of a lack of business ethics such as a violation of environmental laws or false certification made to the contracting agency. A contracting agency may find that an offeror is not responsible based on a lack of integrity of a person having influence or control over the offeror.

Alsea School District 7J

Code: **DJFA**
Adopted: 10/21/15
Orig. Code(s): DJFA

Credit Cards

The Board authorizes the superintendent to hold a bank credit card in the name of the district and to issue such cards to designated employees. Approved card holders will be held responsible for maintaining sole possession and security of issued cards at all times. Such~~Credit~~ cards shall have a maximum limit of the lowest daily rate possible not to exceed $15,000, the superintendent may modify this amount on a case-by-case basis.

Credit cards issued to employees may only be used to purchase items authorized by the adopted district budget.

Purchase slips and receipts must be turned in to the business office within 15 days~~monthly~~ of the transaction. The business office will make every effort to pay in full the credit card balance no later than the due date so that finance charges will not be incurred.

District-issued credit cards shall be subject to the following:

1. Personal items shall not be charged on district-issued credit cards. If a personal item is inadvertently purchased on a district-issued credit card in violation of this policy, repayment by the employee must be made immediately. Failure to make the required payment may result in an automatic deduction from the individual's next payroll disbursement. Accordingly, the district will require individuals issued such~~credit~~ cards to sign a written authorization for payroll deduction in the event of such personal use;

2. The purchase of alcoholic beverages is strictly prohibited. The purchase of any item over $200 without prior superintendent or designee authorization is strictly prohibited. The purchase of gasoline for a privately-owned vehicle is also prohibited without prior authorization;

3. Leaving a gratuity that exceeds 15 percent is prohibited;

4. Airline tickets may be purchased with a district-issued credit card only with prior superintendent or designee approval. If the issued credit card provides for purchase incentives (i.e., points, discounts or airline mileage credits), such incentives shall only be redeemed for authorized district business.

Violation of the provisions of this policy may result in the revocation of the credit card and/or discipline up to and including dismissal.

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 652.610(3)

OR. GOV'T STANDARDS AND PRACTICES COMM'N, Advisory Opinion 01A-1007 (Aug. 29, 2001).

Alsea School District 7J

Code: **DJFA-AR**
Revised/Reviewed: 10/21/15
Orig. Code(s): **DJFA-AR**

Authorization for Payroll Deduction

Pursuant to Board policy DJFA - Credit Cards and Oregon Revised Statute (ORS) 652.610(3) I, _____ _____, hereby authorize the district to withhold from my paycheck any charges made on a district-issued credit card without prior written approval from my supervisor, or any charges not authorized by the adopted Board policy.

_____ _____
Signature Date

Alsea School District 7J

Code: **DL**
Adopted: 10/21/15
Orig. Code: DL

Payroll

Preparation of payroll, including time schedules and payroll periods, will be done in accordance with each employee's collective bargaining agreement/group ~~labor~~ agreement with the district. Employee~~Subject to the terms of employee agreements,~~ health, accident, dental and other types of insurance may be purchased on behalf of ~~the~~ district employees, subject to the terms of the employee's employment with the district. Mandatory payroll deductions will be withheld as required by state and federal law.

No other automatic deductions except those required by law will be made from an employee's pay without authorization of the Board.

END OF POLICY

Legal Reference(s):

ORS 243.650(10), (16)
ORS 243.666
ORS 243.820 to -243.830
ORS 332.505
ORS 332.534
ORS 652.110
ORS 652.120
ORS 652.610

Alsea School District 7J

Code: **DLB**
Adopted: 10/21/15
Orig. Code: DLB

Salary Deductions

Authorized payroll deductions will be made upon an appropriately submitted written request from the employee.

Subject to standard accounting procedures, employees may authorize modification of their salary or withholdings to include deductions such as:

1. Tax -sheltered annuities (TSA), as authorized by the Internal Revenue Service and approved by the Board;

2. Insurance premiums in excess of district contributions to Board-approved programs;

3. Labor organization dues (or Fair Share);~~;~~

4. Credit unions;

5. United~~united~~ Way;

6. CARE; and;

~~6.~~7. Health Reimbursement Accounts (HRA).

The district will comply with federal requirements that establish maximum annual TSA allowable contributions. The district reserves the right to reduce, suspend and/or reinstate employee TSA contributions at any time to ensure compliance with applicable law.
~~District-approved TSA companies shall be required to provide employees a maximum exclusion allowance (MEA) prior to the initial withholding, or any changes in withholdings, from employee's earnings. The employee is responsible for filing a copy of the MEA with the district prior to any district withholding.~~

Automatic deductions, except those required by law, will not be made from an employee's pay without Board authorization.

END OF POLICY

Legal Reference(s):

ORS 243.650(10), (16)
ORS 243.666
ORS 332.505
ORS 652.110
ORS 652.120
ORS 652.610

I.R.C. 26 U.S.C. § 403 (2012).
29 C.F.R. § 541.603 (2016).

Alsea School District 7J

Code: **DLC**
Adopted: 10/21/15
Orig. Code: DLC

Expense Reimbursements

The district will reimburse employees for authorized expenses incurred for professional growth and/or job requirements in accordance with administrative regulations developed by the superintendent and consistent with Internal Revenue Service requirements.

END OF POLICY

Legal Reference(s):

ORS 294.155 ORS 332.107 OAR 581-022-2260

I.R.C. § 162 (2006); Business Expenses, 26 C.F.R. 1.162-1 (2006).
INTERNAL REVENUE SERVICE, PUBLICATION 463: TRAVEL, ENTERTAINMENT, GIFT AND CAR EXPENSES.

Alsea School District 7J

Code: **DLC-AR**
Revised/Reviewed: 10/21/15
Orig. Code(s): DLC-AR

Staff Expense Reimbursement

Expense reimbursement for staff traveling on approved district business will be governed by the following procedures. Travel expenses include travel fares, meals and lodging and expenses incident to travel. Only travel expenses as are ordinary and necessary in the conduct of approved travel for district business purposes and directly attributable to it will be reimbursed. As used in this regulation an "ordinary" expense means one that is common and accepted in the profession; a "necessary" expense means one that is essential and appropriate in order to conduct district business. Reimbursement procedures established by the district will also apply to Board members traveling on Board-approved district business, as applicable.

In-District Travel – Use of Private Vehicles

1. Staff will use district-owned vehicles, whenever possible, in conducting district business that requires travel within district boundaries.

2. Private vehicles may be used in conducting district business only with prior superintendent approval. In-district travel approval may be granted by the superintendent for individual trips or by blanket approval, as deemed appropriate.

3. Travel in a private vehicle for the purpose of conducting district business may be approved when:

    a. A district vehicle is not available;
    b. The destination is not conveniently accessible by commercial carrier;
    c. Various points must be visited and commercial carrier schedules are such that the use of commercial carrier transportation is not practical;
    d. Carrying articles by commercial carrier would not be feasible;
    e. Commercial travel is deemed to be less economical.

Out-of-District Travel (In-state) – Use of Private Vehicles

1. Staff will use district-owned vehicles, whenever possible, in conducting approved district business that requires in-state travel outside district boundaries.

Private vehicles may be used only with prior superintendent approval. Out-of-district travel approval may be granted by the superintendent for individual trips or by blanket approval, as deemed appropriate.

Out-of-State Travel

Out-of-state travel requires prior superintendent approval.

Insurance Coverage

1. Insurance costs are included as part of the mileage reimbursement for employees authorized to use a private vehicle to conduct district business. It is the responsibility of the owner or driver of the vehicle to be certain that the vehicle is adequately covered by insurance.

2. The responsibility of the district for damages resulting from vehicle accidents is not the same as set forth in the district's general liability insurance policy. The employee's insurance coverage provides primary coverage when the employee is driving the employee's~~his/her~~ own vehicle on approved district business.

3. All district employees operating private vehicles on approved district business are required to complete and maintain on file with the district verification of vehicle liability insurance that meets or exceeds Oregon statutory minimum limits. This verification is required annually. Employees are required to update their verification of vehicle liability information maintained on file with the district upon **any** change in the employee's vehicle insurance coverage.

Meals and Meetings

1. Reimbursement will be made for ordinary and necessary meal expenses incurred in the course of approved travel for district business. Meals include amounts spent for food, beverage, taxes and related gratuities. Alcoholic beverages will not be reimbursed by the district. See **Expense Reimbursement Request and Accounting Procedures** below.

2. Expenses in excess of the district's established limit are ordinarily the responsibility of the employee and may be reimbursed only with superintendent approval. Receipts for all meal expenses must be secured and attached to the claim.

Travel Advances

1. A travel advance may be requested when the estimated cost for meals, lodging, etc., exceeds $50. The travel advance may be requested by completing the form provided by the district.

2. The cost of commercial travel tickets will not be included in a cash advance request.

3. In the event of loss, the employee is personally responsible for cash advances issued and for any third party use of a district-provided credit card.

4. At least 15 working days are required for processing an advance check after the approved request is received by the business office.

5. Only one cash advance may be outstanding to any employee at any time.

Reservations, Commercial Carrier and Lodging

1. Travel must be conducted in the most expeditious and cost-effective manner, as determined by the district.

2. Each employee is responsible for making their~~his/her~~ own reservations by obtaining a purchase order number from the business office and furnishing that number to the local travel agency or commercial carrier.

3. Individuals traveling on approved district business by a carrier offering travel credits (i.e., frequent flyer mileage, etc.) are required to account for credits received and may use the credits for future approved district travel purposes only. The district prohibits the accrual of travel credits for individuals traveling on approved district business.

Vehicle Rentals

1. Rental vehicles may be used only when use will affect~~effect~~ a savings or otherwise be more advantageous to the district or when the use of other transportation is not feasible.

2. Rental of a compact vehicle is recommended when suitable for approved district business because of the lower initial rate and the guaranteed rate. Certain rental agencies guarantee the compact rate in all owned stations and in most licensee stations, which means that if a reservation for a compact vehicle is accepted and one is not available, a standard-sized vehicle will be substituted at the compact rate.

3. Rental vehicles will be used only for official travel or in lieu of taxi for necessary travel. Any additional costs incurred for other usage will be the personal responsibility of the traveler.

4. Employees will be informed if the district carries the rental car endorsement as part of its insurance coverage. In the event the district does not carry the rental car endorsement the employee will be authorized to purchase insurance coverage from the rental agency.

Cancelled Trips

1. If an employee cannot leave at the scheduled time, it is the employee's~~his/her~~ responsibility to call the travel agency or carrier and arrange to have the tickets cancelled or exchanged.

2. Commercial carrier reservation cancellations must be made at least 24 hours before departure time, whenever possible.

3. Lodging reservations must be cancelled by the employee as soon as possible to avoid a cancellation charge.

4. If a trip is cancelled after an advance and/or tickets have been issued, the advance and tickets must be returned to the business office immediately.

Personal Travel Combined with District Business Travel

1. If an individual traveling on approved district business engages in both business and personal activities, travel expenses incurred will be reimbursed only for expenses that are ordinary and necessary in the conduct of district business. Expenses incurred as a part of personal business are the sole responsibility of the traveler.

2. When personal travel is combined with approved district business travel and the individual is traveling by less than the most expeditious and cost-effective manner, any additional costs must be paid by the traveler.

3. Time away from work caused by traveling by less than the most expeditious means available for personal purposes must be charged to vacation or other appropriate leave.

4. Vacation or other personal leave may be taken in conjunction with approved district travel subject to the following:

    a. Time delays related to approved district business are charged as working time even if no work is performed;
    b. If the employee travels by less than the most cost-effective manner, as determined by the district, for approved district business or for personal travel combined with travel for district business purposes, the employee~~he/she~~ must pay the additional cost (e.g., increased fare, meals, lodging expenses, etc.) incurred as a result of the personal travel;
    c. All subsistence and local transportation (e.g., taxi, vehicle fare)~~, etc.)~~ while on vacation status or other appropriate leave must be paid by the employee;
    d. The traveler will not be required to pay any of the basic transportation costs incurred as a part of the approved district business, even though the traveler~~he/she~~ spends a substantial part of the total time away from home on vacation or other personal leave, provided the employee was traveling on approved district business;
    e. A traveler who decides on their~~his/her~~ own to conduct district business without prior approval, while on vacation or other personal leave, cannot then use this as a justification to have the district pay ~~his/her~~ basic transportation cost from the district to the location visited, or submit a request for other expense reimbursement.

Expense Reimbursement Request and Accounting Procedures

1. Reimbursement requests detailing actual expenditures must be submitted on the district's travel expense form and approved by the superintendent in writing. Receipts and supporting documentation must accompany all expense reimbursement requests. This includes, but is not limited to, receipts for transportation, lodging, meals, registration, conference and workshop fees. All requests must be submitted to the district office within 10 working days of the conclusion of the trip.

    a. If the completed travel expense report totals less than the travel advance, the difference must be returned within 10 working days to the business office with the report.
    b. Reimbursement for expenditures in excess of a travel advance, or where no travel advance has been requested, will be made within 30 working days after the approved travel expense report is received by the business office.

2. Expenses which consist primarily of the cost of furnishing meals for others will be reimbursed upon submission of a travel expense report which includes:

    a. Names of guests;
    b. Organizations involved;
    c. Full explanation of the district business purpose of the meeting.

3. In the event a vehicle was rented, a copy of the rental agreement must be attached to the travel expense report. The rental charge should be paid from the amount advanced, as applicable. Purchase of gas and oil which have been deducted from the rental charge by the rental agency must be included.

4. Any claim for mileage reimbursement only may be submitted at the end of each month in which reimbursement is to be claimed. A claim must be submitted no later than 90 calendar days of incurring the expense. Reimbursement claims later than 90 calendar days of the expense will be denied.

5. Mileage for approved district business travel in a private vehicle will be reimbursed at the current rate per mile established by the district, collective bargaining agreement or Internal Revenue Service (IRS), as applicable. ~~U.S. General Services Administration (GSA).~~ Reimbursement that exceeds the IRS rate will be included as income to the employee in accordance with IRS regulations.

6. Meal expenses for approved district business travel purposes may be reportable as income to the employee in accordance with IRS ~~GSA~~ regulations. Generally, meal expenses incurred for approved district business purposes in which district business is conducted with at least one or more other persons or that is incurred on approved district business for a trip that is overnight, or long enough that the individual needs to stop for sleep or rest to properly perform assigned ~~his/her~~ duties, as defined by the IRS, will not be reportable as income to the employee.

7. In the event the total of the amount charged to, and/or received from, the district by the employee as advances, reimbursement or otherwise, exceeds the ordinary and necessary business expenses, the excess must be reported as income in accordance with IRS requirements.

Reimbursable Expense Limitations

1. Meal expenses may be reimbursed subject to the following limitations based on current GSA rate: ~~current GSA rates.~~

Allowance:	Breakfast	$13
	Lunch	$15
	Dinner	$26

2. Gratuities must not exceed 15 percent and must be included as a part of the receipt. Gratuities in excess of 15 percent are the responsibility of the employee and will not be reimbursed by the district.

3. Other expenses such as toll charges, parking fees, valet services, cleaning, pressing and laundry may be reimbursed if length of trip or circumstances demand.

4. Mileage reimbursement for actual miles traveled on district business, may be approved subject to the following limitations:

   a. In-district mileage reimbursement will not be granted to an employee, other than a district-approved tutor, for traveling from the employee's ~~his/her~~ residence to the place where work begins for the day or for returning home from the last place worked during the day;
   b. Reimbursement will be made only for those miles actually traveled in the course of completing approved district business. When chauffeured, mileage for two round trips and short-term parking will be reimbursed if not greater than the cost of one round trip plus economy parking;
   c. Group travel may be requested on one travel request form for a group traveling together as long as advance and reimbursement is payable to one person who has complete responsibility for reporting expenses;
   d. In the event a private vehicle is approved for use from home, to or from airport or railroad station, mileage for one round trip and economy parking will be reimbursed. Parking receipts are required;
   e. Individuals requesting reimbursement for use of a private vehicle on approved district business must meet insurance requirements. See **Insurance Coverage** above.

5. Lodging will be reimbursed at reasonable commercial rates.

6. Local taxi, shuttle, bus fares and vehicle rentals may be reimbursed, subject to the district's requirement that travel selected is by the most expeditious, cost-effective manner, as determined by the district.

Alsea School District 7J

Code: **DN**
Adopted: 5/11/16
Orig. Code: DN

Disposal of District Property

The Board may, at any time, declare district ~~personal~~ property as surplus and authorize its disposal when such property is no longer useful to the district, unsuitable for ~~school~~ use, too costly to repair or obsolete.

If reasonable attempts to dispose of surplus properties fail to produce a monetary return to the district, the Board may dispose of them in another manner.

If the district property was purchased with state, federal or private grant funds disposal of the property shall be made as outlined in the grant or by state or federal regulations.

END OF POLICY

Legal Reference(s):

ORS 279B.055 ORS Chapters 279A, 279B and 279C ORS 332.155

EDUCATION, TITLE 34 C.F.R. PART 80 § 80.32(e)

Alsea School District 7J

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The following symbols are used on some sample policies:

* May be subject to collective bargaining.

** As used in this policy, the term parent includes legal guardian or person in a parental relationship. The status and duties of a legal guardian are defined in ORS 125.005(4) and 125.300-125.325. The determination of whether an individual is acting in a parental relationship, for purposes of determining residency, depends on the evaluation of the factors listed in ORS 419B.373. The determination for other purposes depends on evaluation of those factors and a power of attorney executed pursuant to ORS 109.056. For special education students, parent also includes a surrogate parent, an adult student to whom rights have transferred and foster parent as defined in OAR 581-015-2000.

[ ] Brackets occur in sample policies to indicate the need for districts to select or tailor information specific to their particular situations.

Alsea School District 7J

Code: **EB**
Adopted: 11/18/15
Orig. Code: EB

Safety Program

Safe buildings, grounds and equipment will be maintained in order to prevent accidents or injury to students, employees and others~~other citizens~~ from fire, natural disasters, mechanical and electrical malfunction and other hazards.

Buildings will be planned, constructed, equipped and maintained in accordance with appropriate local, state and federal safety regulations.

Buildings will be provided with alarm systems, fire extinguishers and other safety devices required by state and federal laws and regulations.

The superintendent will develop and implement a safety program which will include, but not be limited to, compliance with and enforcement of all state and federal laws, rules and regulations.

END OF POLICY

Legal Reference(s):

ORS 329.095
ORS 654.003 to -654.022

OAR 437-001-0760
OAR 437-002-0020 to -0081
OAR 437-002-0100
OAR 437-002-0140
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OAR 437-002-0180 to -0182
OAR 437-002-0260 to -0268
OAR 437-002-0360
OAR 437-002-0368
OAR 437-002-0377
OAR 437-002-0390
OAR 437-002-0391
OAR 581-022-2030
OAR 581-022-2225
OAR 581-022-2250

Fazzolari v. Portland Sch. Dist. No. 1J, 303 Or. 1 (1987).
Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629 (2006); Asbestos Hazard Emergency Response Act of 1986, 15 U.S.C. §§ 2641-2656 (2006).

Alsea School District 7J

Code: **EBAC**
Adopted: 11/18/15
Orig. Code(s): EBAC

Safety Committee

A centralized safety committee shall be established to implement the district's safety program as part of an ongoing effort to help ensure the safety of students, staff and others while on district property.

The superintendent will coordinate the district's safety committee efforts and maintain all necessary records.

The superintendent will develop administrative regulations as may be necessary to implement this policy and meet the applicable Oregon Occupational Safety and Health Division requirements.

END OF POLICY

Legal Reference(s):

ORS 654.176
ORS 654.182

OAR 437-001-0765
OAR 581-022-2225(7)

Alsea School District 7J

Code: **EBAC-AR**
Revised/Reviewed: 11/18/15
Orig. Code(s): EBAC-AR

Safety Committee

District Safety Officer

The superintendent shall designate a~~be the~~ district safety officer. The safety officer shall:

1. Establish a centralized safety committee~~, advisory~~ to advise the safety officer on implementing~~, to implement~~ and monitoring~~monitor~~ the district''s~~district~~ safety program.~~;~~

2. Be responsible for writing and implementing a district safety program~~.~~ (The written program shall include reporting procedures and in-service safety training program.).~~.);~~

3. Coordinate all matters relating to safety and shall make, or cause to be made, periodic inspections of sites and review with the site safety manager the status of record keeping, reports and meeting agendas.~~;~~

4. Maintain a liaison relationship with applicable agencies outside the district.~~;~~

5. Assist all administrators and department supervisors as necessary in the preparation and implementation of their site safety programs.~~;~~

6. Maintain the accident record system; make necessary reports, personally investigate fatal, serious and potentially serious accidents; and check corrective action taken by teachers or other personnel to eliminate causes of accidents.~~;~~

7. Establish specific goals for the district''s safety program and evaluate goals and accomplishments on a regular basis.

Centralized Safety Committee

A centralized safety committee shall be established to represent the safety and health concerns of all district employees and students.

The centralized safety committee shall be composed of an equal number of employer and employee representatives. A centralized safety committee must represent health and safety concerns of all district sites. When agreed upon by employees and the district, the number of employees on the committee may be greater than the number of district representatives. The committee will consist of no fewer than 4 members for districts with more than 20 employees.

A reasonable attempt will be made to ensure that committee members represent major work activities (i.e., teacher, custodian, food service worker, administrator).

Employee representatives shall be volunteers or elected by their peers unless there is a provision in the collective bargaining agreement that addresses the selection of employee representatives. Members of the committee shall serve at least a continuous one-year term. Terms shall be staggered to provide continuity. There shall be a chair elected by the safety committee.

Employee representatives attending safety committee meetings outside regularly scheduled workday shall be compensated by the employer at the regular hourly wage.

The centralized safety committee will:

1. Hold regular meetings at least once a month except months when quarterly workplace safety inspections are made. This does not exclude other months from ~~site~~ safety committee meetings if more frequent safety inspections are conducted. Quarterly safety committee meetings may be substituted for monthly meetings when the committee''s sole area of responsibility involves low hazard work environments such as the district office.~~;~~

2. Provide written agendas for each meeting which shall set the order of business.~~;~~

3. Make written records of each meeting which the district shall review and maintain for three years for inspection.~~;~~

4. Post and send copies of meeting records to committee members.~~;~~

5. Assist in creating a hazard-free work environment by:

    a. Recommending to the district how to eliminate hazards in the workplace and promote~~promoting~~ employee adherence to safe work practices; and
    b. Using lines of communications to promote cooperative attitudes between all persons involved in the operations of the workplace.

Duties of the centralized safety committee will include:

1. Establishing procedures for minimum quarterly workplace safety inspections of a safety committee inspection team to locate and identify safety and health hazards. The safety inspection team shall include employer and employee representatives. The team shall document the location and identity of the hazards and make recommendations as to how and when the hazards will be corrected;

2. Establishing procedures for investigating all significant safety-related incidents including injury accidents, illnesses and deaths for the purpose of recommending corrective action necessary to prevent similar events from recurring;

3. Evaluating district policies which may affect safety and health in the workplace and making recommendations for changes to existing policies or adoption of new policies;

4. Evaluating all the accident and illness prevention programs brought to the committee''s attention and making recommendations necessary to make the programs more applicable to the workplace;

5. Establishing a system whereby the safety committee can obtain information that would help in creating a hazard-free work environment, directly from all persons involved in the operations of the workplace. The information obtained shall be reviewed at the next safety committee meeting;

6. Establishing procedures for the review of all safety and health inspection reports made by the committee and making necessary recommendations;

7. Establishing procedures for the review of corrective action taken on the committee''s recommendations or determining the reasons why no corrective action was taken;

8. Making all reports, evaluations and recommendations of the safety committee a part of the minutes of the safety committee; and

9. Evaluating employee/supervisor training needs.

Degree of Authority

The centralized safety committee is authorized to make written suggestions to the district safety officer, based on its experiences, inspections and input from other employees, students and district patrons, as appropriate.

Alsea School District 7J

Code: **EBB**
Adopted: 11/18/15
Orig. Code(s): EBB

Integrated Pest Management

To ensure the health and safety concerns of student, staff and community members, the district shall adopt an integrated pest management plan (IPM)[1] which emphasizes the least possible risk to students, staff and community members and shall adopt a list of low-impact pesticides for use with the IPM plan.

The IPM plan is a proactive strategy that:

1. Focuses on the long-term prevention or suppression of pest problems through economically sound measures that:

    a. Protect the health and safety of students and staff;
    b. Protect the integrity of district buildings and grounds;
    c. Maintain a productive learning environment; and
    d. Protect local ecosystem health.

2. Focuses on the prevention of pest problems by working to reduce or eliminate conditions of property construction, operation and maintenance that promote or allow for the establishment, feeding, breeding and proliferation of pest populations or other conditions that are conducive to pests or that create harborage for pests;

3. Incorporates the use of sanitation, structural remediation or habitat manipulation or of mechanical, biological and chemical pest control measures that present a reduced risk or have a low-impact and, for the purpose of mitigating a declared pest emergency, the application of pesticides that are not low-impact pesticides;

4. Includes regular monitoring and inspections to detect pests, pest damage and unsanctioned pesticide usage;

5. Evaluates the need for pest control by identifying acceptable pest population density levels;

6. Monitors and evaluates the effectiveness of pest control measures;

7. Excludes the application of pesticides on a routine schedule for purely preventive purposes, other than applications of pesticides designed to attract or be consumed by pests;

8. Excludes the application of pesticides for purely aesthetic purposes;

9. Includes school staff education about sanitation, monitoring, inspection and pest control measures;

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[1] See ~~Model~~ Integrated Pest Management Program~~Plan~~ for Oregon Schools at . The program includes access to Resources & Forms including Model plans for large school districts and small school districts.~~http://www.ipmnet.org/tim/IPM_in_Schools/Model_School_IPM_Plan_Main_Page.html~~

10. Gives preference to the use of nonchemical pest control measures;

11. Allows the use of low-impact pesticides if nonchemical pest control measures are ineffective; and

12. Allows the application of a pesticide that is not a low-impact pesticide only to mitigate a declared pest emergency or if the application is by, or at the direction or order of, a public health official.

The district shall designate the Facilities Manager as the Integrated Pest Management Plan Coordinator[s] give them the authority for overall implementation and evaluation of the IPM plan.

Integrated Pest Management Plan Coordinator

The IPM Plan Coordinator[s] shall:

1. Attend not less than six hours of IPM training each year. The training shall include at least a general review of integrated pest management principles and the requirements of IPM as required by Oregon statute;

2. Ensure appropriate prior notices are given and posted warnings have been placed when pesticide applications are scheduled;

3. Oversee pest prevention efforts;

4. Ensure identification and evaluation of pest situation;

5. Determine the means of appropriately managing pest damage that will cause the least possible hazard to people, property and the environment;

6. Ensure the proper use and application of pesticide applications when non-pesticide controls have been unsuccessful;

7. Evaluate pest management results; and

8. Keep for at least four years following the application date, records of applied pesticides that include:

    a. A copy of the label;
    b. A copy of the Safety Data Sheet (SDS);
    c. The brand name and U.S. Environmental Protection Agency (USEPA)~~USEPA~~ registration number of the product;
    d. The approximate amount and concentration of pesticide applied;
    e. The location of where the pesticide was applied;
    f. The type of application and whether the application was effective;
    g. The name(s) of the person(s) applying the pesticide;
    h. The pesticide applicator's license numbers and pesticide trainee or certificate numbers of the person applying the pesticide;
    i. The dates and times for the placement and removal of warning signs; and
    j. Copies of all required notices given, including the dates the IPM Coordinator[s] gave the notices.

9. Respond to inquiries about the IPM plan and refer complainants to [Board policy KL - Public Complaints];~~:~~

10. Conduct outreach to district staff about the district's IPM plan.

END OF POLICY

Legal Reference(s):

ORS 634.116 ORS 634.700 - 634.750

Alsea School District 7J

Code: **EBBA**
Adopted: 11/18/15
Orig. Code: EBBA

First Aid**

In cases of sudden illness or injury to a student or staff member, first aid will be given by school staff. Further medical attention for a ~~to~~ student~~s~~ is the ~~parents'~~ responsibility of the student's parent(s),~~,~~ or of someone the parent(s) designate in the case of an emergency.

Superintendent/principal is charged with providing for the immediate care of ill or injured persons within his/her area of responsibility.

Staff members shall report self-administered first -aid treatment to an immediate supervisor.

In each district facility~~school~~, procedures for handling health emergencies will be established and made known to ~~the~~ staff. Each district facility~~school~~ and district~~school~~ vehicle will be equipped with appropriate first-aid supplies and equipment.

All employees are expected to know where first-aid supplies and equipment are kept in their work areas. Designated employees in each building shall hold current first-aid cards. In compliance with Oregon Administrative Rules, each school shall have, at a minimum, at least one staff member with a current first -aid card for every 60 students enrolled or an emergency response team per building. Such team shall consist of no less than six persons who hold current first-aid/CPR cards and who are trained annually in the district and building emergency plans. Names of the designated employees will be posted.

END OF POLICY

Legal Reference(s):

ORS 30.800

OAR 437-002-0042
OAR 437-002-0120 to -0139
OAR 437-002-0161
OAR 437-002-0360
OAR 437-002-0377
OAR 581-022-2050
OAR 581-022-2220
OAR 581-022-2225
OAR 581-053-0003(37)
OAR 581-053-0220(3)(B)(iii)
OAR 581-053-0320(5)(b)
OAR 581-053-0420(2)(f)(B)

Alsea School District 7J

Code: **EBBA-AR**
Revised/Reviewed: 11/18/15
Orig. Code(s): EBBA-AR

First Aid - Infection Control

Health services information about the transmission of diseases including AIDS and HBV[1] focuses on ""body fluids"" as a possible carrier of organisms that can infect others. The term includes drainage from cuts and scrapes, vomit, urine, feces, respiratory secretions (nasal discharge), saliva, semen and blood. While any contact with the body fluids of another person represents a risk, the level of risk is very low. The risk is increased if the fluid comes in contact with a break in the skin of another individual. Generally, simple, consistent standards and procedures of cleanliness minimize risk.

The following procedures are precautionary measures against the transmission of diseases. Prudent actions are to be employed by all staff and students. These actions should focus primarily on steps that students and staff members can take to ensure their own well-being.

Those who administer first aid, provide physical care or may otherwise incur occupational exposure to blood or other potentially infectious materials as determined by the district will be specifically protected through the district's Exposure Control Plan.

The following procedures are a review for all staff and students of appropriate hygienic and sanitation practices:

1. Standard precautions are to be followed at all times. Standard precautions require the assumption that staff and students approach infection control as if all direct contact with human blood and body fluids is known to be infectious for HIV, HBV and/or other bloodborne pathogens;

2. Whenever possible, students should be directed to care for their own minor bleeding injury. This includes encouraging students to apply their own band-aids~~bandaids~~. If assistance is required, band-aids~~bandaids~~ may be applied after the caregiver removes their~~removal of~~ gloves, if the caregiver will not come into contact with blood or wound drainage;

3. Food and Drug Administration (FDA) approved gloves are required for all tasks in which an individual may come into contact with blood or other potentially infectious materials. Such tasks include cleaning body fluid spills, emptying trash cans, handling sharps/containers, handling contaminated broken glass, cleaning contaminated equipment and handling contaminated laundry/clothing. This also includes assisting with any minor wound care, treating bloody noses, handling clothes soiled by incontinence, diaper changing and cleaning up vomit;

4. Immediate, complete and effective hand washing with soap and running water of at least 30 seconds duration should follow any first aid or health care given to a student or contact with potentially infectious materials;

[1] HIV - Human Immunodeficiency Virus; AIDS - Acquired Immune Deficiency Syndrome; HBV - Hepatitis B Virus

5. If exposure to blood or other potentially infectious materials occurs through coughing, any first-aid procedure, or through an open sore or break in the skin, thorough washing, preferably with germicidal soap, is necessary;

6. In the event hand-washing facilities are not readily available, thorough cleaning using an antiseptic cleanser and clean cloth/paper towels or antiseptic towelettes provided by the district as an alternative is necessary. In the event alternatives are used, hands must be washed with soap and running water as soon as feasible;

7. Contaminated work surfaces shall be decontaminated with an appropriate disinfectant after completion of procedures; immediately or as soon as feasible when surfaces are overtly contaminated or after any spill of blood or other potentially infectious materials; and at the end of the work shift if the surface may have become contaminated since the last cleaning. Clean surfaces with soap and water and then rinse with an Environmental Protection Agency (EPA) approved disinfectant[2] following labeling instructions for use, or a freshly made solution of one part bleach to nine parts water, and allow to air dry. These surfaces include equipment, counters, mats (including those used in physical education classes and athletic events), toys or changing tables;

8. An EPA-approved disinfectant must be used when cleaning fluids such as blood or vomit from the floor or other such contaminated surfaces;

9. Contaminated laundry such as clothing and towels must be placed and transported in bags and containers in accordance with the district~~'~~'s standard precautions. All such items must be laundered in hot or cold water and soap and placed in a dryer;

10. Needles, syringes, broken glassware and other sharp objects found on district property must not be picked up by students at any time, nor by staff without appropriate puncture-proof gloves or mechanical device such as a broom, brush and dust pan. Any such items found must be disposed of in closable puncture resistant, leakproof containers that are appropriately labeled or color-coded;

11. All wastebaskets used to dispose of potentially infectious materials must be lined with a plastic bag liner that is changed daily;

12. Gloves and repellent gowns, aprons or jackets are required for tasks in which exposure to blood or other potentially infectious materials can be reasonably anticipated to contaminate street clothing. Type and characteristics of such protective clothing will depend on the task. Such tasks may include diapering/toileting with gross contamination, assisting with wound care, sorting or bagging contaminated laundry/clothing and disposing of regulated waste with gross contamination;

13. Maximum protection with gloves, face and/or eye protection and gowns is required whenever splashes, spray, spatter or droplets of blood or other potentially infectious materials may be generated and eye, nose or mouth contamination can be reasonably anticipated. Such tasks may include feeding a student with a history of spitting or forceful vomiting and assisting with severe injury and wound with spurting blood;

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[2] ~~[Disinfectants which can be used include Lysol, Purex, Clorox, Tough Act bathroom cleaner, Dow bathroom cleaner, Real Pine liquid cleaner, Pine Sol, Spic and Span, Tackle liquid, Comet and other products with EPA numbers. Other disinfectants as recommended by the Center for Disease Control may be used.]~~.

14. If a first -aid situation occurs, students should report to a person in authority;- staff should report to a supervisor.

Additional Precautions

The following additional precautions should be applied in all school settings. These procedures will help prevent transmission of many infections in addition to HIV and HBV:

1. A sink with soap, hot and cold running water and disposable towels should be available close to the classroom;

2. Sharing of personal toilet articles, such as toothbrushes and razors, should not be permitted;

3. Skin lesions that may ooze blood or serum should be kept covered with a dressing;

4. Exchange of saliva by kissing on the mouth, by sharing items that have been mouthed and by putting fingers in others'' mouths should be discouraged.

Alsea School District 7J

Code: ~~EBBAB/GBEBAA/JHCCBA~~EBBAA
Adopted: 7/12/16
Orig. Code: EBBAB/GBEBAA/JHCCBA

Infection Control and Bloodborne Pathogens~~HBV/Bloodborne Pathogens~~

The Board recognizes that staff/students incur some risk of infection and illness each time they are exposed to blood or other potentially infectious materials. While the risk to staff~~/~~ and students of exposure to body fluids due to casual contact with individuals in the school environment is very low, the Board regards any such risk as serious.

Consequently, the Board directs adherence to standard precautions. Standard precautions require that staff and students approach infection control as if all direct contact with human blood and body fluids is known to be infectious for HIV, HBV and/or other bloodborne pathogens[1].

The district shall develop an Exposure Control Plan that includes infection control procedures, and procedures to minimize and eliminate exposure incidents to bloodborne pathogens.

Infection Control

Staff and students shall receive an annual in-service that includes correct procedures for cleaning up body fluid spills and for personal cleanup, appropriate disposal, immunization and personal hygiene, as well as the location and a content review of first-aid and clean-up kits. Kits shall be available for each room in the building and in each district vehicle.

In addition to an annual in-service, staff and students on a regular basis will receive HIV, AIDS and HBV information.

The information shall emphasize infection — how infection is spread as well as how it is not spread.

~~In order to reduce the risk to staff/students by minimizing or eliminating staff exposure incidents to bloodborne pathogens, the Board directs the superintendent to develop and implement an Exposure Control Plan. The plan shall be reviewed and updated at least annually and when necessary to reflect new or modified tasks and procedures which affect occupational exposure and to reflect new or revised employee positions with occupational exposure. The review and update shall also:~~

Bloodborne Pathogens

The Exposure Control Plan shall be reviewed and updated at least annually and when necessary to reflect new or modified tasks and procedures which affect occupational exposure and to reflect new or revised employee positions with occupational exposure. The review and update shall also:

[1] Bloodborne pathogens - pathogenic microorganisms that are present in human blood and can cause disease in humans. These include, but are not limited to, Hepatitis B virus (HBV) and Human Immunodeficiency Virus (HIV).

1. Reflect changes in technology that eliminate or reduce exposure to bloodborne pathogens;

2. Annually, document consideration and implementation of appropriate commercially available and effective safer medical devices designed to eliminate or minimize occupational exposure.

The plan shall include training followed by an offer of immunization with Hepatitis B vaccine and vaccination series for all staff who are required to provide first aid to students and/or for all staff who have occupational exposure as determined by the district. Training shall be provided at the time of initial assignment to tasks where occupational exposure may take place and at least annually thereafter. Personal protective equipment appropriate to job tasks shall be provided by the district. A postexposure evaluation and follow-up shall be made available to any employee sustaining an occupational exposure.

The district recognizes that, as required by Oregon Administrative Rule (OAR) 437-002-1030, employees who use medical sharps in the performance of their duties (e.g., administering injectable medicines to students, such as epinephrine and glucagon) must, at least annually, be provided with the opportunity to identify, evaluate and select engineering and work practice controls (e.g., sharps disposal containers, self-sheathing needles, safer medical devices, such as sharps with engineered sharps injury protections and needleless systems). The district will implement such work practice controls, as appropriate.

Documentation, including a sharps injury log, will be maintained as required by OAR 437-002-1035 and 437-002-1030(3).

The district will cooperate with the Oregon Department of Education, the Oregon Health Authority, Public Health Division, the local health department and the education service district in delivering HIV, AIDS and HBV education.

END OF POLICY

Legal Reference(s):

OAR 333-022-0415
OAR 437-002-0360
OAR 437-002-0377
OAR 437-002-1030
OAR 437-002-1035

Occupational Safety and Health Standards, Bloodborne Pathogens, 29 C.F.R. §1910.1030.

Alsea School District 7J

Code: **EBBB**
Adopted: 11/18/15
Orig. Code(s): EBBB

Injury/Illness Reports

All injuries/illnesses, sustained by the employee while in the actual performance of the duty of the employee, occurring on district premises, in district vehicles, at a district-sponsored activity or involving staff members who may be elsewhere on district business will be reported immediately to a supervisor. All accidents involving students, visiting public or district property will be reported immediately to a supervisor.

A written report will be submitted within 24 hours to the district~~'~~'s safety officer. Reports will cover property damage as well as personal injury.

In the event of a work-related[1] illness or injury to an employee resulting in overnight hospitalization for medical treatment[2] other than first aid, the district safety officer shall report the incident to~~inform~~ the Oregon Occupational Safety and Health Division (OR-OSHA). This~~A~~ report will be made within 24 hours after notification to the district of an illness or injury. Fatalities or catastrophes[3] shall be reported to OSHA within eight hours.

ALL injuries/illnesses sustained by an~~the~~ employee, while in the actual performance of the duty of the employee or by a student or visiting public will be promptly investigated. As a result of the investigation any corrective measures needed will be acted upon.

The district safety officer will maintain records and~~Monthly records will be maintained. An analysis of the data and trends will be made at least annually.~~

~~The Board will receive~~ reports on serious injuries/illnesses, including accidents involving district property or employees, students or visiting publics, and periodic statistical reports on the number and types of injuries/illnesses occurring in the district, as well as on the measures being taken to prevent such injuries/illnesses in the future.

The records will include monthly reporting information and an analysis of the data and trends will be conducted at least annually. Such reports will be submitted to the superintendent for review annually[4].

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[1] An injury or illness is work related if an event or exposure in the work environment caused or contributed to the condition or significantly aggravated a preexisting condition.

[2] Medical treatment includes managing or caring for a patient for the purpose of combatting disease or disorder. The following are not considered medical treatment: visits to a doctor or health-care professional solely for observation or counseling; diagnostic procedures including administering prescription medications used solely for diagnostic purposes; and any procedure that can be labeled first aid.

[3] A ~~"~~"catastrophe~~"~~" is an accident in which two or more employees are fatally injured, or three or more employees are admitted to a hospital or an equivalent medical facility.

[4] Annual reporting is required, but may occur more often.

END OF POLICY

Legal Reference(s):

ORS 339.309

OAR 437-001-0015
OAR 437-001-0700

OAR 437-001-0760
OAR 581-022-2225

Alsea School District 7J

Code: **EBC/EBCA**
Adopted: 6/13/17
Orig. Code: EBC/EBCA

Emergency Procedures and Disaster Plans

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

The district's emergency procedures plan will meet the standards of the State Board of Education.

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

In the case of long-terma disruption to district operations as a result of a pandemic flu, declared public health emergency or other catastrophe, the district emergency plan shall at a minimum include the following:

1. Who is in charge of the district plan;
2. What steps the district will take to stop the spread of disease;
3. How sick students will be identified;
4. Transportation plan for sick students;
5. Disease containment measures for the district;
6. Communication plan for staff, students and, parents;
7. Continuing education plan for students;
8. Procedures for dealing with student privacy rights;
9. Employee leave procedures during a pandemic flu or other catastrophe;
10. Employee pay and benefit plan and procedures;
11. Facility utilization by other agencies procedures;
12. Business operations plan for offsite operation or alternative measures.

END OF POLICY

Legal Reference(s):

ORS 192.660(2)(k)
ORS 332.107
ORS 433.260
ORS 433.441
OAR 437-002-0161
OAR 581-022-2030(3)(c)
OAR 581-022-2220
OAR 581-022-2225

Alsea School District 7J

Code: **EBCB**
Adopted: 6/13/17
Orig. Code: EBCB

Emergency Drills and Instruction

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

All schools are required to instruct and drill students on emergency procedures so that students can~~may~~ respond to an emergency without confusion and panic. The emergency procedures shall include drills and instruction on fires, earthquakes, which shall include tsunami procedures in a tsunami hazard zone~~,~~ and safety threats. Instruction on fires, earthquakes and safety threats and drills for students, shall be conducted for at least 30 minutes each school month.

Fire Emergencies

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

Earthquake Emergencies

At least two drills on earthquakes shall be conducted each year.[1]

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

Safety Threats

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

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

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

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

[1] This is required language for a district not in a tsunami hazard zone.

END OF POLICY

Legal Reference(s):

ORS 192.660(2)(k)
ORS 336.071
ORS 476.030(1)
OAR 581-022-2225

OREGON STATE FIRE MARSHAL, OREGON FIRE CODE (2014).

Alsea School District 7J

Code: **EBCD**
Adopted: 11/18/15
Orig. Code: EBCD

Emergency School Closures**

In case of hazardous or emergency conditions, the superintendent may alter district and transportation~~bus~~ schedules as are appropriate to the particular condition~~emergency~~. Such alterations include closure of all schools~~the district facilities~~, closure of selected schools or grade levels, delayed openings of schools~~the district facilities~~ and early dismissal of students.

The superintendent will develop and maintain such plans and procedures as are necessary to carry out alternate school~~district~~ and bus schedules.

At the beginning of each school year students~~Students~~, parents and staff will be informed of ~~at the beginning of each school year as to~~ the procedures ~~that will be~~ used to notify them in case of an emergency closure.

END OF POLICY

Legal Reference(s):

OAR 437-002-0360
OAR 437-002-0377
OAR 581-022-2225
OAR 581-022-2320
OAR 581-053-0004

Alsea School District 7J

Code: **EEA**
Adopted: 11/18/15
Orig. Code(s): EEA

Student Transportation Services

School transportation services will be provided for students to and from school and for transporting students to and from curricular and extracurricular activities sponsored by the district transporting from one school or facility to another, school-sponsored field trips that are extensions of classroom learning experiences. Transportation will be provided for homeless students to and from the student~~'~~'s school of origin[1] as required by the Every Student Succeeds Act (ESSA). Services~~No Child Left Behind Act of 2001 (NCLBA). These services~~ shall be provided throughout the regularly scheduled year and during the regular school day as determined by the superintendent.

Students living within specified attendance boundaries shall receive transportation services to their respective schools. In addition, students, including those receiving special education, may be eligible for transportation for health or safety reasons.

Miles from school will be determined by the superintendent or designee in accordance with Oregon Administrative Rule (OAR) 581-023-0040 (1)(e~~e~~).

The district may use Type 10 School Activity Vehicles to transport students from home to school, school to home and from district-sponsored activities.

The district may also provide transportation using federal funds[2] or through cooperative agreements with local victims assistance units for a student to attend a safe district school[3] out of the student~~'~~'s attendance area for any student who is a victim of a violent criminal offense occurring in or on the grounds of the school the student attends or the student attends a school identified as persistently dangerous.

If there are no other schools within the district a student may transfer to, the district may establish a cooperative agreement with other districts in the area for a transfer. Transportation for students who transfer for such purposes will be provided in accordance with the agreement.

Students attending any private, parochial or public charter school under the compulsory school attendance laws will, where the private, parochial or public charter school is along or near the bus route, be provided equally the riding privileges given to public school students.

Transportation will be provided for students whose parent or guardian voluntarily placed the child outside the child~~'~~'s home with a public or private agency and who is living in a licensed, certified or approved

[1] ~~"~~"~~ 1~~"~~"School of origin~~"~~" means the school that a~~the~~ student attended when permanently housed or the school in which the student was last enrolled. When the student has completed the final grade served by the school of origin, the term ~~"~~"school of origin~~"~~" shall include the designated receiving school at the next grade level for all feeder schools.

[2] ~~"~~"~~"~~"Federal~~ 2Federal~~ funds~~"~~" means funds available through Title IV, Part A, and Title V, Part A.

[3] If~~ 3If~~ there is not another school in the district to which students can transfer, districts are encouraged, but not required, to~~,~~ explore other appropriate options, i.e., an agreement with a neighboring district.

substitute care program, and whose residency is established pursuant to Oregon Revised Statute (ORS) 339.134.

Preschool students with disabilities who have transportation as a related serviceservices and children from birth to age three who are enrolled in an eligible program shall be provided home to school transportationtransport.

A seat that fully supports each person and meets the minimum standards and specifications of law will be provided at all times. A person who weighs 40 pounds or less must be properly secured with a child safety system that meets the minimum standards and specifications established by the Oregon Department of Transportation under Oregon Revised Statute (ORS) 815.055. A person over 40 pounds or who has reached the upper weight limit for theat he forward-facing car seat must use a booster seat until they arehe\she is four feet nine inches tall or age eight and the adult belt properly fits.[4] A person who is taller than four feet nine inches or eight years of age or older must be properly secured with a safety belt or harness that meets the requirements under ORS 815.055. In accordance with ORS 811.210 and 811.215 vehicles in excess of 10,000 pounds used for student transportation are exempt from statutory requirements unless they have been equipped with lap belts. Vehicles in excess of 10,000 pounds that have been equipped with lap belts must meet child car seat requirements as set forth in law.

School buses carrying students will be considered extensions of the school experience. All students using school transportation will abide by the code of conduct posted in each school bus. Violations of such code, as well as other conduct which is improper or which jeopardizes the safety of self or others, will be reported by the school bus driver to the transportation supervisor. The transportation supervisor will, as soon as possible, inform the superintendent of such occurrence. Violators may be denied use of transportation for a period of time as deemed proper by the superintendent and transportation supervisor.

The superintendent or designee shall ensure transportation officials and drivers receive notification of students having special medical or behavioral protocols identified in student records.

Appropriate training related to specific protocols, including confidentiality requirements, will be provided to drivers.

~~The school bus driver will be responsible for the school bus at all times from departure until return. The driver will not participate in any activities that might impair his/her driving abilities.~~

Aides or assistants that ride a school bus shall receive training on emergency procedures and their role in the safe transportation of all students on the bus.

The school bus– driver will be responsible for the school bus or vehicle at all times from departure until return. The driver will not participate in any activities that might impair their driving abilities.

The district will comply with all state and federal laws and regulations pertaining to school bus transportation.

END OF POLICY

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[4] – “Proper fit” means the lap belt of the safety belt or safety harness is positioned low across the thighs and the shoulder belt is positioned over the collarbone and away from the neck.

Legal Reference(s):

ORS 327.006
ORS 327.033
ORS 327.043
ORS 332.405
ORS 332.415
ORS 339.240 - 339.250
ORS 343.155 - 343.246
ORS 343.533
ORS 811.210
ORS 811.215
ORS 815.055
ORS 815.080
ORS 820.100 - 820.190

OAR 581-021-0050 - 0075
OAR 581-022-2345
OAR 581-023-0040
OAR 581-053-0002
OAR 581-053-0003
OAR 581-053-0004
OAR 581-053-0010
OAR 581-053-0031
OAR 581-053-0040
OAR 581-053-0053
OAR 581-053-0060
OAR 581-053-0070
OAR 581-053-0210
OAR 581-053-0220
OAR 581-053-0230
OAR 581-053-0240
OAR 735-102-0010

Senate Bill 905 (2019)

Every Student Succeeds Act of 2015, 20 U.S.C. §§ 6315, 7912 (2018).
McKinney-Vento Homeless Assistance Act, 42 U.S.C. §§ 11431-11435 (2012).

Alsea School District 7J

Code: **EDC/KGF**
Adopted: 7/12/16
Orig. Code: EDC/KGF

Authorized Use of District Equipment and Materials

District materials and equipment will be used only for school purposes by district personnel on district properties.

Exceptions to this policy must be approved by the superintendent and authorized use shall be consistent with Oregon Revised Statute (ORS) Chapter 244.

In all cases of public use, equipment shall not be used for private financial gain. An equipment use form must be submitted and approved, and all conditions outlined on the attached district equipment list must be adhered to. There are no equipment use fees. In the event of excessive damage, a fee will be determined according to repair or replacement costs. Transportation of borrowed equipment will be the user's responsibility.

END OF POLICY

Legal Reference(s):

ORS Chapter 244 ORS 332.107 OAR 584-020-0040

OREGON GOVERNMENT ETHICS COMM'N, OR. GOV'T ETHICS LAW, A GUIDE FOR PUBLIC OFFICIALS (2008).

Alsea School District 7J

Code: **ECACB**
Adopted: 5/13/21
Orig. Code(s): ECACB

Unmanned Aircraft System (UAS) a.k.a. Drone

Any employee, volunteer, or representative of the district operating an unmanned aircraft system (UAS) shall do so in accordance with this policy, ~~and~~ all applicable Federal Aviation Administration (FAA) and Oregon Department of Aviation (ODA) regulations and local laws. ~~.~~

~~An "unmanned aircraft system" (UAS) means an unmanned flying machine, commonly known as a drone, and its associated elements, including communication links and the components that control the machine.~~ A small unmanned aircraft, as defined by law, may be operated by the district. A small unmanned aircraft must weigh less than 55 pounds, including the weight of anything attached to or carried by the aircraft and must be registered through the FAA and ODA. The district will register as a user of such with ODA.

Publicly supported kindergarten through grade 12 school programs and publicly-supported entities that support K-12 schools or after school K-12 programs are exempt from the requirement to pay the ODA registration fee.

The district recognizes the academic value of student operation of a UAS as one component of curricula pertaining to principles of flight, aerodynamics and airplane design and construction, ~~which~~ and can also serve as an academic tool in other areas such as television, film production or the arts in general.

~~Therefore, in compliance with the Federal Aviation Administration Modernization and Reform Act of 2012, Section 336, students may operate a UAS as part of a course requirement, as long as that student does not receive compensation directly or incidentally from such operation. District staff teaching a class that allows use of a UAS may provide limited assistance to a student operating a UAS, provided the student maintains operational control of the model aircraft such that the staff member's manipulation of the model aircraft's controls is incidental and secondary to the student's. The staff member's de minimis participation must be limited to the student's operation of the UAS as part of the course.~~
Prior to operating a UAS, the district will review all airspace, certification, registration, and other requirements. When operating in the National Airspace System (NAS), the supervisor (instructor/teacher) of the educational UAS shall hold a current pilot certification described in 14 C.F.R. Part 107 or have a Certificate of Authorization as described in 49 U.S.C. § 44801, so any student(s) can fly under their direct supervision, and to be in compliance with current FAA[1] regulations. District staff will not operate more than one UAS at the same time.

District employees shall work with administrators to ensure that proper insurance, registration as required by~~with both~~ FAA and ODA, reporting to FAA,~~ODA~~ and authorization from district administration are in place prior to use as a part of the district's~~adoption of~~ curriculum ~~that allows operation of a UAS~~.

[1] https://www.faa.gov/uas/educational_users/

A UAS shall be operated in accordance with the policies of the Oregon School Activities Association (OSAA)[2] at OSAA -sanctioned events.

A student in violation of this policy may be subject to disciplinary action, up to and including suspension and/or expulsion.

A staff member in violation of this policy may be subject to disciplinary action, up to and including dismissal.

All data gathered by the district as part of a UAS operation will belong to the district. The data gathering by the district will follow appropriate state and federal laws. Retention of such data will follow state and federal laws.

The superintendent shall develop procedures for the implementation of this policy.

The district shall post a copy of this policy, associated procedures and a copy of Oregon Revised Statute (ORS) 192.501 on the district's website.

The district will report accidents involving a UAS to FAA no later than 10 calendar days after the accident when it involves:

1. Serious injury to any person or any loss of consciousness; or

2. Damage to any property, other than the small UAS, unless the cost of repair (including materials and labor) does not exceed $500, or the fair market value of the property does not exceed $500 in the event of total loss.

Third Party Use

Third party use of a UAS on district property or at district-sponsored events or activities on district property for any purpose is prohibited, unless granted permission from the superintendent or designee.

If permission is granted by the superintendent or designee, the third party operating a UAS will comply with all FAA and ODA registration and use regulations and shall provide the following to the district:

3. Proof of insurance that meets the liability limits established by the district;

4. Proof of UAS~~Appropriate~~ registration and authorization (including a certificate identified in 14 C.F.R. Part 107 or a Certificate of Authorization described in 49 U.S.C. § 44801) issued by ~~the~~ FAA, and proof of user registration with ODA when required[3]; and

5. A signed agreement holding the district harmless from any claims of harm to individuals or damage to property.

END OF POLICY

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[2] ~~http://www.osaa.org/governance/handbooks/osaa #87~~

[3] A public body, as defined in ORS 174.109, operating an unmanned aircraft system must register as a user with ODA. (ORS 837.360)

Legal Reference(s):

ORS 164.885
ORS 174.109
ORS 192.345
ORS 837.300 - 837.390
ORS 837.995
OAR 738-080-0015 - 080-0045
Senate Bill 581 (2019)

Federal Aviation Administration Reauthorization Act of 2018, 49 U.S.C. §§ 44801-44810 (2012).
Small Unmanned Aircraft Systems, 14 C.F.R. Part 107 (2018).
Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (2018).
OREGON SCHOOL ACTIVITIES ASSOCIATION HANDBOOK.

Alsea School District 7J

Code: **ECAB**
Adopted: 11/18/15
Orig. Code: ECAB

Vandalism/Malicious Mischief

Students and patronscitizens are urged to cooperate in reporting any incidents of vandalism, /malicious mischief or theft and the name or names of the person or persons believed to be responsible.

Each district employee will report to the superintendent or other person in authority incidents of vandalism, /malicious mischief or theft and the name of the person or persons responsible, if known.

The superintendent will submit a report of any incidents of to the Board regarding major vandalism, /malicious mischief, theft or damage to district property.

The district may offer a reward to an individual(s) who provides information that results in the apprehension of a person(s) guilty of vandalism, /malicious mischief, theft or other criminal acts against the district. The amount of reward shall be determined by the superintendent on a case -by -case basis within any guidelines set by the Board.

The superintendent is authorized to sign a criminal complaint and to press charges against those committing acts of vandalism or /malicious mischief against district property or. Because incidents of willful or malicious abuse, destruction, defacing and theft of district property. It are clearly contrary to the best interests of the district and injurious to the rights and welfare of the entire community, it is the policy of the Board to seek all legal remedies against persons found to have committed such acts. Full restitution for the damage will be sought from such persons, or, in the case of minors, from their parents. Until such fees or restitutions are paid, certain restrictions and/or penalties may be imposed. Records requested by another district to determine a student's appropriate placement may not be withheld.

A studentStudents who willfully destroysdestroy district property through vandalism, /malicious mischief, theft or arson, who commitscommit larceny or who createscreate a hazard to the safety of other people on district property will be disciplined in accordance with state law and the Board's policiespolicy on student suspensions and expulsions[1] and referred to law enforcement authorities.

Any staff member who fails to report such an act, or willfully destroys district property through vandalism, malicious mischief, theft or arson, who commits larceny or who creates a hazard to the safety of other people on district property will be disciplined, up to and including dismissal and referred to law enforcement.

The district is not liable or responsible for personal property brought onto district property.

END OF POLICY

[1] Use of suspension or expulsion as discipline for a student in violation of this policy is limited to criteria found in Oregon Revised Statute (ORS) 339.250.

Legal Reference(s):

ORS 30.765
ORS 164.345
ORS 164.365
ORS 326.575
ORS 332.107
ORS 339.240
ORS 339.250
ORS 339.270
ORS 419C.680

Alsea School District 7J

Code: **EEAB**
Adopted: 11/18/15
Orig. Code(s): EEAB

School Bus Scheduling and Routing

OSBA has removed this policy from its samples

Actual bus stops and routes will be determined by the transportation supervisor and will be based upon efficiency, safety, Board policy and applicable state and federal laws and rules.

The determination of safe roads for school bus travel will be made by the transportation supervisor.

The superintendent will:

1. Annually review and assess school bus routes, stops and loading zones for safety, changing student population and supervision of students;

2. Advise parents of any changes in transportation policy affecting their students as early as possible and be responsive to parents' calls for assistance in seeking alternatives to busing; and

END OF POLICY

Legal Reference(s):

ORS 332.405

OAR 581-023-0040
OAR 581-053-0004

OAR 581-053-0031

Alsea School District 7J

Code: **EEAB-AR**
Adopted: 11/18/15
Orig. Code: EEAB-AR

School Bus Scheduling and Routing

School bus routes will be planned and organized to ensure student safety and receive the maximum bus use efficiency.

1. Student safety shall always be the major part of any route decision.
2. Bus routing will be the responsibility of the transportation supervisor, or delegated representative, with the administrator's help as required.
3. Anyone requesting a route change must be referred to the transportation supervisor or representative responsible.
4. Route conditions will be reviewed routinely for possible upgrading of service.
5. Routes will be planned to ensure the least possible amount of time elapsing from first pick-up to school, commensurate with economical efficiency.
6. Bus routes shall traverse only those roads which are city, county, state or federal roads at the school district's discretion.
7. Students living within one mile of school may be transported for health safety and disability reasons when an approved supplemental plan is on file.
8. Secondary students eligible for bus transportation may be expected to walk up to one mile to a bus stop once the student is on city, county, state or federal roads. Elementary students may be expected to walk up to one-half mile to a bus stop.
9. A seat space shall be provided for each student. Students must not stand.
10. Students may be transferred directly from one bus to another while being transported to and from school as long as no safety hazard is involved.
11. Where feasible, bus stops will be designated and students will be expected to gather at the assigned stop.
12. Transportation of students for non-school group activities during regular school to home routes shall, in order to ensure adequate space, obtain prior approval from the transportation supervisor.
13. Staff members and patrons may, with written administrative approval, use transportation routes if load conditions permit. A liability release must be signed prior to authorization.

Alsea School District 7J

Code: **EEAC**
Adopted: 11/18/15
Orig. Code: EEAB

School Bus Safety Program

The director of transportation will ensure instruction for all students in school bus safety and emergency evacuation procedures is provided. Drivers shall assist in the instruction.

Students who are regularly transported by the district shall receive the following instruction within the first six weeks of each half of each~~the~~ school year:

1. Safe school bus riding procedures, including but not limited to loading, unloading and~~,~~ crossing ~~etc~~;

2. Use of emergency exits; and

3. Planned and orderly evacuation of the school bus in case of emergency, including participation in actual evacuation drills.

Students who are not regularly transported by the district will be given the following instruction at least once in the first half of each school year:

1. Safe school bus riding procedures, including but not limited to loading, unloading and crossing; and

2. Use of emergency exits.

The district will document and maintain records of the content and dates of instruction.

Buses will not exceed vehicle design capacity for seating at any time unless an unforeseen or unusual circumstance arises. Passengers will be provided a seat that fully supports them. A seat that fully supports each person and meets the minimum standards and specifications of law will be provided at all times. A person who weighs 40 pounds or less must be properly secured with a child safety system that meets the minimum standards and specifications established by the Oregon Department of Transportation under Oregon Revised Statute (ORS) 815.055. A person over 40 pounds or who has reached the upper weight limit for the forward-facing car seat must use a booster seat until they are four feet nine inches tall or age eight and the adult belt properly fits.[1] A person who is taller than four feet nine inches or eight years of age or older must be properly secured with a safety belt or harness that meets the requirements under ORS 815.055. In accordance with ORS 811.210 and 811.215, vehicles used for student transportation in excess of 10,000 pounds are exempt from this requirement unless they have been equipped with lap belts. Vehicles in excess of 10,000 pounds that have been equipped with lap belts must meet child car seat requirements as set forth in law.

[1] "Proper fit" means the lap belt of the safety belt or safety harness is positioned low across the thighs and the shoulder belt is positioned over the collarbone and away from the neck.

During adverse weather conditions, the superintendent may alter bus schedules or temporarily suspend bus services. The superintendent or ~~his/her~~ designee will advise local radio stations and other media of any changes in bus schedules or services.

In the case of emergency or disaster, evacuation of students will be carried out according to the district~~'~~'s emergency plan.

An accident review board will study accidents involving district buses and will make recommendations to avoid similar accidents.

END OF POLICY

Legal Reference(s):

ORS 811.210
ORS 811.215
ORS 815.055
ORS 815.080
ORS 820.100 to -820.190

OAR 437-002-0220 to -0227
OAR 581-022-2225
OAR 581-053-0002
OAR 581-053-0003
OAR 581-053-0004
OAR 581-053-0010
OAR 581-053-0021
OAR 581-053-0031
OAR 581-053-0210
OAR 581-053-0240
OAR 581-053-0310
OAR 581-053-0320
OAR 581-053-0330
OAR 581-053-0340
OAR 581-053-0410
OAR 581-053-0420
OAR 581-053-0430
OAR 581-053-0440
OAR 581-053-0445
OAR 581-053-0510
OAR 581-053-0520
OAR 581-053-0530
OAR 735-102-0010

Alsea School District 7J

Code: **EEACC**
Adopted: 11/18/15
Orig. Code(s): EEACC

Student Conduct on School Buses

The following regulations will govern student conduct on school buses and Type 10 School Activity Vehicles if used for transporting students from home to school, school to home and to and from district-sponsored activities and will be posted in a conspicuous place in all buses:

1. Students being transported are under authority of the bus driver;

2. Fighting, wrestling or boisterous activity is prohibited on the bus;

3. Students will use the emergency door only in case of emergency;

4. Students will be on time for the bus, both morning and evening;

5. Students will not bring firearms, weapons or other potentially hazardous material on the bus;

6. Students will not bring animals, except approved service~~assistance guide~~ animals, on the bus;

7. Students will remain seated while the bus is in motion;

8. Students may be assigned seats by the bus driver;

9. When necessary to cross the road, students will cross in front of the bus or as instructed by the bus driver;

10. Students will not extend their hands, arms or heads through the bus windows;

11. Students will have written permission to leave the bus other than for home or school;

12. Students will converse in normal tones; loud or vulgar language is prohibited;

13. Students will not open or close windows without permission of the driver;

14. Students will keep the bus clean and must refrain from damaging it;

15. Students will be courteous to the driver, fellow students and passersby;

16. Students who refuse to promptly obey the directions of the driver or refuse to obey regulations may forfeit their privilege to ride on the buses.

The superintendent will establish other administrative regulations as necessary for the safe conduct of students riding district school buses or other forms of district transportation and for disciplinary procedures. Such regulations will be available to all parents and students and posted in each school bus or other district vehicle.

Students who violate bus rules of conduct may be denied the use of district transportation.

END OF POLICY

Legal Reference(s):

ORS 339.240
ORS 339.250
ORS 820.100 to -820.190

OAR 581-021-0050 to -0075
OAR 581-023-0040
OAR 581-053-0002
OAR 581-053-0003

OAR 581-053-0004
OAR 581-053-0010
OAR 581-053-0210

Letter Opinion, Office of the OR Attorney General (Nov. 22, 1988).

Alsea School District 7J

Code: **EEAD**
Adopted: 11/18/15
Orig. Code(s): EEAD

Special Use of School Buses

Although the primary purpose of school buses is to transport district students, the district may also provide transportation services to non-school groups, nonpublic organizations, staff or patrons for field trips, school-related or non-school-related activities with prior written approval by the superintendent and transportation supervisor. The district may contract with other public or nonpublic entities to provide transportation services to persons other than district students.

Individuals or groups requesting to use district transportation will complete a form and submit it to the district office. Before final approval, special use of district transportation will also require a signed liability release prior to district authorization.

Approval or denial will be based on capacity, routes, local conditions, adequate supervision, scheduling or other factors deemed appropriate by the superintendent and transportation supervisor.

To help the district ensure the safe operation of district transportation, passengers will be notified of conduct requirements and rules of conduct will be posted in a conspicuous place on the school bus. A passenger may be denied future use of district transportation for violating a rule of conduct.

END OF POLICY

Legal Reference(s):

ORS 332.405 to -332.427
ORS 801.460
ORS 811.215

OAR 581-023-0040
OAR 581-053-0002
OAR 581-053-0004

OAR 581-053-0031
OAR 581-053-0210
OAR 581-053-0230

Alsea School District 7J

Code: **EEAE**
Adopted: 11/18/15
Orig. Code: EEAE

Student Transportation in Private Vehicle

Transportation of students will be by the district''s transportation system or by a district employee's vehicle, properly insured, except as provided as follows.

Parents, employees and other designated adults may be permitted to use private vehicles to transport students other than their own ~~children~~ on field trips or other school activities if the following conditions have been met prior to the activity:

1. The district administrator has approved the activity;

2. A permission slip signed by the~~each~~ student's parent(s) has been received by the principal or ~~his/her~~ designee, granting permission for the student to participate in the field trip/activity and to ride in a privately-owned vehicle;

3. The parent, employee or other adult driving the vehicle~~automobile~~ is properly licensed to drive and has ~~the~~ provided proof of insurance. Such insurance shall meet or exceed minimum requirements as established by ~~required in~~ the state~~State~~ of Oregon and as set by the district;

4. The vehicle contains an adequate number of seat restraints, including when applicable, a child safety system for a child who weighs less than 40 pounds, regardless of age, and the adult driver requires their use. The child safety system must elevate the person so that a safety belt or safety harness properly fits the individual and meets the minimum standards and specifications of law. A person over 40 pounds or who has reached the upper weight limit for the forward-facing car seat must use a booster seat until the person is four feet nine inches tall or age eight and the adult belt properly fits.[1]~~.~~ A person who is taller than four feet nine inches or eight years of age or older must be properly secured with a safety belt or harness that meets the requirements under Oregon Revised Statute (ORS) 815.055. Training in the proper installation and use of child safety system may be required.

The district will develop procedures to implement this policy.

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 801.455
ORS 811.210
ORS 815.055
ORS 815.080

OAR 735-102-0010

[1] "Proper fit" means the lap belt of the safety belt or safety harness is positioned low across the thighs and the shoulder belt is positioned over the collarbone and away from the neck.

Alsea School District 7J

Code: **EEAE-AR**
Revised/Reviewed: 11/18/15
Orig. Code(s): EEAE-AR

Proof of Vehicle Liability Insurance

(For Volunteers)

Dear _____,

You have agreed to transport students of the district to a field-trip function or for some other school-approved purpose. Please be aware that in the event of an accident, your insurance will provide primary coverage. In order to serve as a volunteer driver, you will be required to provide proof of vehicle liability insurance. Your insurance must meet or exceed minimum requirements as established by the state of Oregon and as set by the district.

Please COMPLETE the following information, providing information requested. SIGN where indicated and RETURN to the school office four working days PRIOR TO THE DATE OF THE EVENT.

Insurance Company Name: _____ Expiration Date: _____
(not agent's name)

Policy Number: _____

Policy Limits: _____

Current minimum limits are: $55,000 per person and $100,000 per accident for bodily injury; $20,000 per accident for property damage; $50,000 per person and $100,000 per accident for uninsured motorist coverage; and $30,000 per accident for personal injury protection.

Date of Birth: _____ Oregon Driver License No.: _____

Signature: _____ Date: _____

Parent/Volunteer Name (as it appears on your driver license): _____

Address:_____

_____

Daytime Phone: _____

Return form to fiscal officer. If you do not have required coverage, you will not be allowed to transport students. (Insurance companies may increase coverage for specific dates.)

Alsea School District 7J

Code: **EEBB**
Adopted: 11/18/15
Orig. Code: EEBB

Use of Private Vehicles for District Business

The Board discourages the use of private vehicles for district~~school~~ business, including the transportation of students. Staff~~District staff~~ will use district-owned vehicles whenever possible and should schedule activities and transportation far enough in advance to avoid any nonemergency use of private vehicles.

The superintendent will develop regulations~~procedure~~ for staff use of private vehicles that will safeguard the district, its employees and students in matters of safety, insurance and liability. The Board will review such regulations at least annually.

No staff member will use a private vehicle for district business, including the transportation of students, without approval in accordance with established district procedures. Authorization to use a private vehicle must be obtained before actual use of the vehicle. Staff members who are authorized to use a private vehicle on district business will be reimbursed in an amount established by the Board.

At least two staff members must accompany a student being transported in a private vehicle.

A student will not be allowed to perform district~~school~~ business with ~~his/her~~ their own vehicle~~automobile~~ or a staff member's vehicle. ~~automobile. Any student so authorized must obtain prior written approval from the superintendent or designee.~~

END OF POLICY

Legal Reference(s):

ORS 30.260 to -30.265
ORS 332.107
ORS 801.455
ORS 811.210
ORS 815.055
ORS 815.080
OAR 735-102-0010

Alsea School District 7J

Code: **EFA**
Adopted: 6/13/17
Orig. Code(s): EFA

Local Wellness Program
(Version 1)

See updated version

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

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

The input of staff (including, but not limited to, physical education and school health professionals), students, parents, the public, the Board, school administrators, representatives of the school food authority and public health professionals will be encouraged in the development of wellness policy. The superintendent or designee will develop guidelines as necessary to implement the goals of the local wellness plan and ensure compliance of such policy.

WELLNESS POLICY IMPLEMENTATION, MONITORING, ACCOUNTABILITY AND COMMUNITY ENGAGEMENT

Implementation Plan

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

The plan will:

1. Delineate roles, responsibilities, actions and timelines specific to each school;

2. Include information about who will be responsible to make what change, by how much, where and when;

3. Include specific goals and objectives for nutrition standards for all foods and beverages available on the school campus, and in food and beverage marketing; and

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

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

Record Keeping

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

1. The written wellness policy;

2. Documentation demonstrating that the policy has been made available to the public;

3. Documentation of efforts to review and update the local wellness policy, including an indication of who is involved in the update and the methods the district uses to make stakeholders aware of their ability to participate;

4. Documentation to demonstrate compliance with the annual public notification requirements;

5. The most recent assessment on the implementation of the local wellness policy;

6. Documentation demonstrating the most recent assessment on the implementation of the local wellness policy has been made available to the public.

Annual Notification of Policy

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

Triennial Progress Assessments

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

1. The extent to which schools under the jurisdiction of the district are in compliance with the policy;

2. The extent to which the district's policy compares to model wellness policy; and

3. A description of the progress made in attaining the goals of the district's policy.

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

Revisions and Updating the Policy

The district will update or modify the local wellness policy based on the results of the triennial assessments and/or as district priorities change; community needs change; wellness goals are met; new health science, information and technology emerge; and new federal or state guidance or standards are

issued. The local wellness policy will be assessed and updated as indicated at least every three years following the triennial assessment.

Community Involvement, Outreach and Communications

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

NUTRITION PROMOTION AND NUTRITION EDUCATION

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

School Meals

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

Staff Qualifications and Professional Development

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

Water

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

Competitive Foods and Beverages

All foods and beverages outside the reimbursable school meal programs that are sold to students on the school campus during the school day will meet or exceed the nutrition standards set by the USDA and the

Oregon Smart Snacks Standards[1]. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, school stores and snack or food carts.

Celebrations and Rewards

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

Fund Raising

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

Food and Beverage Marketing in Schools

Any foods and beverages marketed or promoted to students on the school campus during the school day will meet or exceed the nutrition standards set by the USDA and the Oregon Smart Snacks Standards. "Food and beverage marketing" is defined as advertising and other promotion in schools. Food and beverage marketing often includes an oral, written or graphic statement made for the purpose of promoting the sale of a food or beverage product made by the producer, manufacturer, seller or any other entity with a commercial interest in the product.

PHYSICAL ACTIVITY AND PHYSICAL EDUCATION

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

The Board realizes that a quality physical education program is an essential component for all students to learn about and participate in physical activity. The district will develop and assess student performance standards and program minute requirements[2] in order to meet the ODE's physical education content standards and state law[3].

At least 50 percent of the weekly physical education class time shall be devoted to actual physical activity. Instruction, provided by adequately prepared teachers, will meet the state adopted academic content standards for physical education (Oregon Revised Statute (ORS) 329.045). Teachers of physical education shall regularly participate in professional development activities.[4]]

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[1] Oregon Department of Education, ~~Oregon Smart Snacks Standards~~

~~[2] The physical education minute requirements, revised in Senate Bill 4 (2017), now have a two-year delay on implementation for elementary schools, and a four-year delay on implementation for middle schools.~~

~~[3] Ibid. p. 4~~

~~[4] This language is not required to be in policy, but this is a required action pursuant to ORS 329.496.~~

A student with a disability shall have suitably adapted physical education incorporated as part of their individualized education program (IEP) developed under ORS 343.151. A student who does not have an IEP but has chronic health problems, other disabling conditions or other special needs that preclude them from participating in regular physical education instruction, shall have suitably adapted physical education incorporated as part of their individualized health plan, developed by the district.[5]

Other Activities that Promote Student Wellness

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

END OF POLICY

Legal Reference(s):

ORS 327.531
ORS 327.537
ORS 329.496
ORS 332.107
ORS 336.423

OAR 581-051-0100
OAR 581-051-0305
OAR 581-051-0306
OAR 581-051-0310
OAR 581-051-0400

[5] ~~Ibid. p. 5~~

Healthy, Hunger-Free Kids Act of 2010, 42 U.S.C. §1758b (2018).
National School Lunch Program, 7 C.F.R. Part 210 (2022).
School Breakfast Program, 7 C.F.R. Part 220 (2022).

Alsea School District 7J

Code: **EGACA**
Adopted: 11/18/15
Orig. Code: EGACA

Cell Phones

The Board recognizes that the use of cell phones may be appropriate to provide for the effective and efficient operation of the district, and to help ensure safety and security of district property, staff and others while on district property or engaged in district-sponsored activities. To this end, the Board authorizes the purchase and employee use of cell phones, as deemed appropriate by the superintendent.

District-owned cell phones shall be used for authorized district business purposes, consistent with the district's mission and goals. Personal use of such equipment is prohibited except in emergency situations. Employees do not have any expectations of privacy with district-owned cell phones or any information stored on them; the phone may be confiscated and searched at any time. Employee use of a district-owned cell phone shall not violate Oregon's ethics laws.

If an employee's cell phone purchase is reimbursed by the district, or the employee is provided a stipend to purchase a cell phone, all phone records, text messages, emails to and from the cell phone, and other communications made with the cell phone may be public records.

Employees shall not use cell phones, whether district-owned or personally-owned, for non-district-related business while attending to and/or performing their job responsibilities.

Use of cell phones in violation of Board policies, administrative regulations and/or state and federal laws~~law~~ will result in discipline up to and including dismissal and/or referral to Oregon Government Ethics Commission and law enforcement officials, as appropriate.

The superintendent is directed to develop administrative regulations for the implementation of this policy, including a uniform and controlled system for identifying employee cell phone~~phones~~ needs, monitoring use and reimbursement. Provisions may also be included for staff use of privately-owned cell phones for authorized district business.

END OF POLICY

Legal Reference(s):

ORS 244.010
ORS 244.020(15)
ORS 244.040(1)(a)
ORS 244.120
ORS 332.105
ORS 332.107

Davidson v. Or. Gov't Ethics Comm'n, 300 Or. 415 (1985)
OR. GOV'T STANDARDS AND PRACTICES COMM'N, ADVISORY OPINIONS 02S-020 (Aug. 2, 2002), 02A-1008 (July 12, 2002), 01A-1004 (June 1, 2001) and 98A-1003 (July 9, 1998).

Alsea School District 7J

Code: **EGAAA-AR**
Adopted: 11/18/15
Orig. Code: EGAAA-AR

Guidelines for the Use of Copyrighted Materials

The superintendent is responsible for the establishment of practices which will ensure compliance with the provisions of the U.S. Copyright law as they affect the district and its employees.

General Responsibilities

1. The principal will be designated with the responsibility for disseminating and interpreting copyright regulations at the building level. ~~He/She~~They will provide employee training as needed, distribute and review district policy and administrative regulations with employees, control the approval process and maintain written records regarding permissions, response to requests and license agreements, as may be necessary.

2. The principal will ensure that budget recommendations include appropriate funds for the purchase of multiple copies of needed software.

3. The principal will ensure that appropriate warning notices are posted to educate and warn individuals using district equipment of the applicable provisions of the copyright law.

   Warning notices will be posted as follows:

   a. On or near all copiers;
   b. On all forms used to request copying services;
   c. On all video recorders;
   d. On all computers;
   e. At the library or other places where inter-library loan orders for copies of materials are accepted.

4. The principal will ensure that building computers and computer labs are used only with proper supervision to help protect against unauthorized copying.

5. The principal will annually inspect the library or ~~/~~media center and any video collections to ensure all copies are acquired and maintained in accordance with applicable provisions of the copyright law.

6. All computer software license agreements must be signed by the business manager.

7. The employee reproducing a copyrighted work will determine whether copying is permitted by law in accordance with district policy and administrative regulations.

8. The employee will obtain written permission to reproduce material from the copyright holder(s) whenever copying does not fall within the "fair use" guidelines of copyright law. ~~Permission forms, as provided by the district, will be used.~~

9. The employee using emerging technology will be responsible to ensure that the intended use of the media does not conflict with copyright law. Such technology includes, but is not limited to, digital video, ~~videodisc,~~ satellite transmission, distance learning, CDs, online databases~~CD-ROM, on-line data bases~~ (and their down-loading), informational networks and other emerging electronic information which can be manipulated into new copyrightable forms of expression.

   a. In the absence of clearly granted rights, the employee must contact the copyright holder in writing for permission to manipulate or use these technologies in alternative ways.
   b. Any contract provided by the distributor of such technology must be submitted to the business manager for approval.

Fair Use

1. Printed Materials

   a. Permissible uses – district employees may:

      (1) Make a single copy of the following for use in teaching or in preparation to teach a class:

         (a) A chapter from a book;
         (b) An article from a periodical or newspaper;
         (c) A short story, short essay or short poem, whether or not from a collective work;
         (d) A chart, graph, diagram, drawing, cartoon or picture from a book, periodical or newspaper.

      (2) Make multiple copies for classroom use (not to exceed one copy per student in a course) from the following:

         (a) A complete poem, if it has fewer than 250 words and does not exceed two printed pages in length;
         (b) A complete article, story or essay of less than 2,500 words;
         (c) Prose excerpts not to exceed 10 percent of whole or 1,000 words, whichever is less;
         (d) One chart, graph, diagram, cartoon or picture per book or per issue of a periodical;
         (e) An excerpt from a children's book containing up to 10 percent of the words found in the text.

   b. All permitted copying must bear an appropriate reference. References should include the author, title, date and any other pertinent information.
   c. Prohibited uses – district employees may not:

      (1) Copy more than one work or two excerpts from a single author during one class term;
      (2) Copy more than three works from a collective work or periodical volume during one class term;
      (3) Copy more than nine sets of multiple copies for distribution to students in one class term;
      (4) Copy to create or replace or substitute for anthologies or collective works;
      (5) Copy "consumable" works, such as workbooks, exercises, standardized tests and answer sheets;
      (6) Copy the same work from term to term;

(7) Copy the same material for more than one particular course being offered (may not copy every time a particular course is offered) unless permission is obtained from the copyright owner.

d. All sound recordings~~, including phonograph records, audiotapes, compact discs and laser discs,~~ will be treated under the same provisions that guide the use of print materials unless as may otherwise be excepted by regulations governing the reproduction of works for libraries or ~~/~~media centers.

2. Sheet and Recorded Music

a. Permissible ~~U~~uses – district employees may:

(1) Make emergency copies to replace purchased copies which for any reason are not available for an imminent performance provided purchased replacement copies will be substituted in due course;
(2) Make, for academic purposes other than performance, multiple copies (one per student) of excerpts not constituting an entire performance unit such as a section, movement or aria, but in any~~no~~ case no more than 10 percent of the whole work;
(3) Make, for academic purposes other than performance, a single copy of an entire performable unit such as a section, movement or aria if confirmed by the copyright holder to be out of print or the "unit" is unavailable except in a larger work. The copy may be made solely for the purpose of scholarly research or in preparation to teach a class;
(4) Edit or simplify printed copies which have been purchased provided that the fundamental character of the work is not distorted or the lyrics, if any, altered or lyrics added if none exist;
(5) Copy complete works which are out of print or unavailable except in large works and used for teaching purposes;
(6) Make a single copy of a recorded performance by students to be retained by the school or individual teacher for evaluation or rehearsal purposes;
(7) Make a single copy of a sound recording~~, such as a tape, disc or cassette,~~ of copyrighted music owned by the school or an individual teacher for constructing aural exercises or examinations and retained for the same purposes.

b. Prohibited uses —~~–~~ district employees may not:

(1) Copy to create or replace or substitute for anthologies, compilations or collective works;
(2) Copy works intended to be "consumable,"~~"~~, such as workbooks, exercises, standardized tests and answer sheets;
(3) Copy for the purpose of performance, except as noted above (a. (~~(~~1)) in emergencies;
(4) Copy to substitute for purchase of music except as noted above (a. (~~(~~1), (2) and (3));
(5) Copy without inclusion of the copyright notice on the copy.

3. Television ~~-~~Off-the-Air Recording~~Taping~~

a. Permissible uses —~~–~~ district employees may:

(1) Record a broadcast program off-air simultaneously with the broadcast transmission, including simultaneous cable or satellite retransmission, and retain the recording for a period not to exceed the first 45 consecutive calendar days after the date of the recording.

A limited number of copies may be reproduced from each off-air recording to meet the legitimate needs of teachers. Each additional copy will be subject to all provisions governing the original recording.

Unless authorized by the library or ~~/~~media center supervisor, at the conclusion of the retention period, all off-air recordings shall be erased or destroyed immediately.

The library or media center~~Individuals who wish to retain programs beyond the 45-day period need to complete and return the preview portion of the "Request for Off-Air Video Taping" form to the library/media supervisor for each program videotaped. The library/media~~ supervisor will coordinate requests for permission to use or retain copyrighted television programs beyond the 45-day[1] retention period.

(2) Retain recordings~~videotapes~~ of commercial programs only with written approval of appropriate copyright holders;

(3) Use off-air recordings once for each class in the course of relevant teaching activities and repeat once only when instructional reinforcement is necessary and only within the first 10~~ten~~ consecutive school days of the 45-~~consecutive calendar~~ day retention period;

(4) Use off-air recordings for evaluation purposes only, after the first 10~~ten~~ consecutive school days up to the end of the 45-~~consecutive calendar~~ day retention period. Evaluation purposes may include use to determine whether or not to include the broadcast program in the teaching curriculum;

(5) Use off-air recordings made from a satellite dish if they conform to the 45-~~consecutive calendar~~ day retention period established for broadcast or cable programming and are not subscription channels;

(6) Use copies of off-air recordings, as stipulated in these guidelines, only if the copies include the copyright notice on the broadcast program;

(7) Request that a library or ~~/~~media center record and retain for research purposes commercial television news programs from local, regional or national networks; interviews concerning current events; and on-the-spot coverage of news events. Documentary, magazine-format and public affairs broadcasts~~, however,~~ are not included in the definition of daily newscasts of major events of the day.

Requests for retention of programs recorded off-air will be directed to the producers of those programs directly through the network (not affiliate).

b. Prohibited ~~U~~uses – district employees may not:

(1) Record off-air programs in anticipation of an educator's requests;

(2) Request that a broadcast program be recorded off-air more than once for the same educator, regardless of the number of times the program may be broadcast;

(3) Use the recording for instruction after 45~~-consecutive calendar~~ days;

~~(4)~~ Hold the recording for weeks or indefinitely because:

[1] Means 45 consecutive calendar days.

~~(a)~~(4) ~~U~~nits needing the program concepts are not taught within the 45-day use period;

~~(b)~~(a) An interruption or technical problems delayed its use; or
~~(c)~~(b) Another teacher wishes to use it, or any other supposedly "legitimate" educational reason.

(5) Record programs off-air without written permission from the author/producer/distributor when a special notice is provided specifically prohibiting reproduction of any kind;
(6) Alter off-air programs from their original content. Broadcast recordings may not be physically or electronically combined or merged to constitute teaching anthologies or derivative works. ~~Off-air recordings, however, need not be used in their entirety.~~

Off-air recordings, however, need not be used in their entirety.

(7) Exchange program(s) with ~~other~~ schools in the district or other school districts without the approval of the library or ~~/~~media center supervisor. Programs will be used for the specific curriculum application for which the request was intended. No other curriculum application is authorized.~~;~~
(8) Use the recording for public or commercial viewing;
(9) Copy or use subscription programs transmitted via subscription television cable services, such as HBO or Showtime. Such programs are licensed for private home use only and cannot be used in public schools. ~~"Pay" programs received via satellite dish are also subject to these prohibitions.~~

"Pay" programs received via satellite dish are also subject to these prohibitions.

4. Rental, Purchase and Use of Video Recordings/CDs/DVDs

a. Permissible uses —— district employees may:

(1) Use purchased or rented video recordings/CDs/DVDs such as feature films as part of a systematic course of instruction, in accordance with district policy. Such use shall be for direct instruction and must take place in a classroom or similar area devoted to instruction;
(2) Use only rented lawfully-made video recordings/CDs/DVDs;
(3) Arrange for the local school to transmit videotapes~~video recordings~~/CDs/DVDs over their closed circuit television systems for direct instruction;
(4) Use off-air video recordings made at home for classroom instruction and only in accordance with television ~~-~~off-air guidelines and district policy.

b. Prohibited uses —— district employees may not:

(1) Use rented or purchased ~~video~~ recordings/CDs/DVDs where a written contract specifically prohibits such use in the classroom or direct teaching situation;
(2) Use rented or purchased video recordings/CDs/DVDs such as feature films for assemblies, fund raising, entertainment or other applications outside the scope of direct instruction without public performance rights.

5. Computer Software

a. Permissible uses — district employees may:

(1) Make a copy of an original computer program for the purpose of maintaining the availability of the program should it be damaged during use. Either the copy or the original may be retained in archives. Only one, either the original or the copy, may be used at any one time;
(2) Make a copy of a program as an essential step in using the computer program as long as it is used in conjunction with the machine and in no other manner;
(3) Make a new copy from the archival program in the event that the program in use is damaged or destroyed;
(4) Use a purchased program sent from a manufacturer labeled "archival" simultaneously with the original copy of the program provided its use is permitted (not excluded) by the terms of the sales agreement;
(5) Make an archival copy of a rightfully-owned disk that is labeled "archival" by the software manufacturer;
(6) Load a software program from a single disk into a distribution network or to individual stand-alone computers for simultaneous use when the distribution network is only accessible to the owner-user if not otherwise prohibited by terms of a sales agreement;
(7) Adapt a copyrighted program from one language to another for which it is not commercially available or add features to a program to better meet local needs.

b. Prohibited uses — district employees may not:

(1) Load the contents of one disk or download a program or software into multiple computers at the same time in the absence of a license permitting the user to do so;
(2) Load the contents of one disk or download a program or software into local network or disk-sharing systems in the absence of a license permitting the user to do so;
(3) Make or use illegal copies of copyrighted programs on district equipment;
(4) Allow any student to surreptitiously or illegally duplicate computer software or access any data base or electronic bulletin board;
(5) Make copies of software provided by a software publisher for preview or approval;
(6) Make multiple copies of copyrighted software (or a locally produced adaptation or modification) even for use within the school or district;
(7) Make replacement copies from an archival or back-up copy;
(8) Make copies of copyrighted software (or a locally-produced adaptation or modification) to be sold, leased, loaned, transmitted or even given away to other users;
(9) Make multiple copies of the printed documentation that accompanies copyrighted software.

c. With permission from the copyright holder, prohibitions may be significantly modified or removed altogether.

6. Reproduction of Works for Libraries or Media Centers

a. Permissible uses — district employees may:

(1) Arrange for interlibrary loans of photocopies of works requested by users, provided that copying is not done to substitute for a subscription to or purchase of a work;

(2) Make for a requesting entity, within any calendar year, five copies of any article or articles published in a given periodical within the last five years prior to the date of the request for the material;
(3) Make single copies of articles or sound recordings or excerpts of longer works for a student making a request, provided the material becomes the property of the student for private study, scholarship or research;
(4) Make a copy of an unpublished work for purposes of preservation, of a published work to replace a damaged copy of an out-of-print work that cannot be obtained at a fair price;
(5) Make off-the-air recordings of daily television news broadcasts for limited distribution to researchers and scholars for research purposes;
(6) Make one copy of a musical work, pictorial, graphic, sculptural work, motion picture or other audiovisual work if the current copy owned by the library [or ~~/~~media center] is damaged, deteriorated, lost or stolen; and it has been determined that an unused copy cannot be obtained at a fair price.

b. Prohibited uses — district employees may not:

(1) Make copies for students if there is reason to suspect that the students have been instructed to obtain copies individually;
(2) Copy without including a notice of copyright on the reproduced material.

7. Performances

a. Permissible uses — district employees must:

(1) Contact the copyright holder in writing for permission whenever copyrighted works such as plays and musical numbers are to be performed.

This is particularly important if admission is to be charged or recordings of the performance are to be sold.

NOTICES

Text of warning notice to be posted on or near copiers. It is recommended that type be at least 18 points in size:

NOTICE:

THE COPYRIGHT LAW OF THE UNITED STATES (TITLE 17 U.S. CODE) GOVERNS THE MAKING OF PHOTOCOPIES OR OTHER REPRODUCTIONS OF COPYRIGHTED MATERIAL. THE PERSON USING THIS EQUIPMENT IS LIABLE FOR ANY INFRINGEMENT.

Text of warning notice to be displayed at places where orders for copies of materials are accepted by libraries/media centers or archives. Type must be at least 18 points in size; the notice printed on heavy paper or other durable material and displayed prominently within the immediate vicinity of the place where orders are accepted.

The warning is also required on any form that is used to request copying service. There are no specific requirements for type size on request forms.

NOTICE WARNING CONCERNING COPYRIGHT RESTRICTIONS

THE COPYRIGHT LAW OF THE UNITED STATES (TITLE 17, UNITED STATES CODE) GOVERNS THE MAKING OF PHOTOCOPIES OR OTHER REPRODUCTIONS OF COPYRIGHTED MATERIAL.

UNDER CERTAIN CONDITIONS SPECIFIED IN THE LAW, LIBRARIES AND ARCHIVES ARE AUTHORIZED TO FURNISH A PHOTOCOPY OR OTHER REPRODUCTION. ONE OF THESE SPECIFIC CONDITIONS IS THAT THE PHOTOCOPY OR REPRODUCTION IS NOT TO BE "USED FOR ANY PURPOSE OTHER THAN PRIVATE STUDY, SCHOLARSHIP OR RESEARCH." IF A USER MAKES A REQUEST FOR, OR LATER USES, A PHOTOCOPY OR REPRODUCTION FOR PURPOSES IN EXCESS OF "FAIR USE," THAT USER MAY BE LIABLE FOR COPYRIGHT INFRINGEMENT.

THIS INSTITUTION RESERVES THE RIGHT TO REFUSE TO ACCEPT A COPYING ORDER IF, IN ITS JUDGMENT, FULFILLMENT OF THE ORDER WOULD INVOLVE VIOLATION OF COPYRIGHT LAW.

Text of warning notice to be affixed to video recorders and computers. (There is no specific requirement for type size.):

NOTICE:

MANY VIDEO RECORDED~~VIDEOTAPED~~ MATERIALS AND COMPUTER PROGRAMS ARE PROTECTED BY COPYRIGHT (TITLE 17 U.S. CODE). UNAUTHORIZED COPYING MAY BE PROHIBITED BY LAW.

Text of warning notice to be affixed to package containing the copy of a computer program subject to loan. The notice must be printed in such a manner as to be clearly legible, prominently displayed and durably attached to the copies or to a box, reel, cartridge, cassette, disc, CD, DVD or other container used as a permanent receptacle for the copy of the computer program:

WARNING: THIS COMPUTER PROGRAM IS PROTECTED UNDER THE COPYRIGHT LAW. MAKING A COPY OF THIS PROGRAM WITHOUT PERMISSION OF THE COPYRIGHT OWNER IS PROHIBITED. ANYONE COPYING THIS PROGRAM WITHOUT PERMISSION OF THE COPYRIGHT OWNER MAY BE SUBJECT TO PAYMENT OF $150,000 OR MORE IN DAMAGES AND, IN SOME CASES, IMPRISONMENT FOR ONE YEAR OR MORE.

Request Number _____
(Office use only)

REQUEST FOR OFF-AIR VIDEO TAPING

I, the undersigned, having requested the (District) to videotape the following program(s) within the parameters of the policy set forth by the Board, (Date), am aware of said policy, have reviewed district policy and administrative regulations and agree to accept responsibility for the use and erasure of this material to prevent any infringement of copyright law in lieu of expressed written approval of the copyright proprietor.

Title of Program to be Copied: _____

Date of Program: _____ Date Program is Needed: _____

Time of Program: _____ Station or Channel: _____

Length of Program: _____

Special Instructions: _____

Requestor's Name: _____ Location: _____
(please print)

Signature: _____ Department: _____

PREVIEW AND EVALUATION

_____Yes _____No Do you want the videotape of this program retained until information regarding the sale, lease, free loan or rental of this material is obtained?

INSTRUCTIONAL QUALITY (circle the appropriate number on the rating scale below)

Criteria	Suggested Guidelines for Rating Scale						
Instructional Design	Well-organized, content-load appropriate, maturity level consistent with the content.						
Content	Accurate, authentic, current, thorough, relevant.						
Curriculum Match	Supports what is commonly taught in this subject at this grade level.						
Interest	Supports or enhances communication of content.						
5=Exemplary 4=Desirable (very good) 3=Desirable (good) 2=Fair 1=Poor 0=Unacceptable							
OVERALL (AVERAGE) RATING OF QUALITY:							

____ Yes (High Priority) ____ Yes (Low Priority) ____ No Do you recommend acquisition of this program?

SENSITIVE CONTENT

____Yes ____No Is nudity, excessive violence, glamorization of drugs/dangerous substances, profanity and/or a sexual nature present in this program? **IF YES**, please verify by circling the topics present.

ADDITIONAL INFORMATION

Subject Area(s) _____ Grade Level _____ Ability Level _____

_____Yes _____No Previewed?

_____Yes _____No Uncertain Do presently owned materials adequately cover the subject area?

OVERALL EVALUATION (SUMMARY, USE, ETC.) **AND/OR** REASONS FOR REQUESTING RETENTION OF THIS TAPE:

_____

_____

_____

_____

_____

VIDEOTAPE STATUS - OFFICE USE ONLY Date:_____

_____ AVAILABLE: Format: _____ CD _____ DVD _____ ½" VHS _____ Other (Specify) _____
Price: _____

_____ May be retained indefinitely
_____ May be kept on an indefinite basis pending updated information on the program's future availability
_____ May be kept permanently on a licensed basis _____ Must be erased immediately

SAMPLE LETTER:
REQUEST FOR PERMISSION TO COPY

Author, Publisher or Distributor **Date**: _____
Permission Department

I am requesting permission to copy and use:

Title:Author/Editor: _____

Year published: _____ Number of copies: _____

Will copies be sold? (Circle) **YES NO**

Description of materials to be copied (Photocopy enclosed): __

Intended use of materials: _

Type of reproduction: ____

A self-addressed, stamped envelope is enclosed for your convenience in replying to this request. Should you be unable to authorize this request, please forward this letter to the proper person/agency.

Sincerely,

Permission granted: _____ Date: __

Conditions (if any): _____

SAMPLE PRODUCER INQUIRY LETTER: REQUEST FOR INFORMATION OF AGENCY HOLDING RIGHTS TO A TV BROADCAST AND PERMISSION TO RETAIN PROGRAM IF IT IS NOT FOR SALE, RENT OR LEASE

Network Address (ABC, NBC, CBS - not affiliate) **Date:**_____
Permission Department

I am requesting information on the availability and retention of the following program:

Title: _____ Air date: _____

Can a copy of this program be retained for classroom use? (Circle) YES NO

Is this program available for sale? (Circle) YES NO

If Yes, specify agency distributing this program: _____
Specify format _____ Cost (if known): _____

Enclosed is a self-addressed, stamped envelope for your convenience in replying to this request. Should you be unable to authorize this request, or provide the above information, please forward this letter to the proper person/agency.

Sincerely,

Permission to retain off-air copy on a free basis: _____ Date : _____

Conditions (if any): _____

Alsea School District 7J

Code: **EGAAA**
Adopted: 11/18/15
Orig. Code: EGAAA

Reproduction of All Copyrighted Materials

Among the facilities available to teachers in carrying out their educational assignments are a variety of machines for reproducing the written and spoken word, either in single or multiple copies.

Infringement on copyrighted material, whether prose, poetry, graphic images, music, audio-tape, video or computer-programmed materials, is a serious offense against federal law and contrary to the ethical standards required of staff and students alike.

Violations may result in criminal or civil suits.

The Board therefore requires that all reproduction of copyrighted material be conducted strictly in accordance with applicable provisions of law. Unless otherwise allowed as "fair use" under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form.

"Fair use" is not a rigidly defined term. "Fair use" is based on the following standards:

1. The purpose and character of the use;

2. The nature of the copyrighted work;

3. The amount of and the substantiality of the portion used;

4. The effect of the use upon the potential market for, or value of, the copyrighted work.

If an individual questions the legality of duplicating materials, they~~he/she~~ should seek permission from the copyright holders.

Employees in violation of copyright law may be required to remunerate the district in the event of loss due to litigation and may be subject to discipline up to and including dismissal.

The superintendent will develop administrative regulations ~~that provide guidelines~~ for the "fair use" of copyrighted materials that meet the requirements of Section 107 of the Copyright Act of 1976 and applicable amendments.

END OF POLICY

Legal Reference(s):

ORS 332.107

Copyrights, 17 U.S.C. §§ 101-1332; 19 C.F.R. Part 133 (2016).

Alsea School District 7J

Code: **EFAA-AR**
Adopted: 6/13/17
Orig. Code(s): EFAA-AR

Reimbursable Meals and Milk Programs

(National School Lunch Program, School Breakfast Program, Special Milk Program and other meal programs)

This AR still has all the brackets. Have food services review to address the brackets

Sean will review

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

Meal Pricing Procedures

1. The district may operate the Special Milk Program (SMP) at schools where students do not have access to program meals. Under SMP, the district will choose one of the following options:

   a. Nonpricing (serve SMP milk at no charge to all students);
   b. Pricing programs without a free option (charge all students for SMP milk); or
   c. Pricing programs with a free option (distribute confidential applications for free milk and charge only those students for SMP milk who do not qualify for free milk based on the household's application or direct certification from Supplemental Nutrition Assistance Programs (SNAP)).

2. Reimbursable meals [and afterschool snacks] will be priced as a unit.

3. Reimbursable meals[,] [and] [milk] [afterschool snacks] will be served free or at a reduced price to all children who are determined by the district to be eligible for free or reduced -price meals [and free milk].

4. Annually, the district will establish prices for reimbursable student meals[,] [and] [afterschool snacks] [milk]. The price charged to students who do not qualify for free or reduced -price meals [or free milk] will be established annually by the district in compliance with state and federal laws.

5. The price charged to students who qualify for reduced -price meals will be established annually by the district in compliance with state and federal laws.

6. [The district will offer SMP [with the free option] [without the free option] [at no charge] to students who are not able to participate in the district's lunch or breakfast programs.]

7. [The district will implement claiming alternative Provision 2 at the following schools under its jurisdiction: *(List schools)*.]

8. [The district will implement claiming alternative Community Eligibility at the following schools under its jurisdiction: *(List schools)*.]

Application Procedures

1. Households receiving SNAP or Temporary Assistance to Needy Families (TANF) benefits as identified by Oregon Department of Education (ODE), will be automatically eligible for free

meals[,] [and] [afterschool snacks] [milk], for the students listed on the official document. Districts must access this document at least three times per year.

2. Students receiving support through the migrant education program, Runaway and Homeless Youth Act, McKinney-Vento Homeless Assistance Act, federal Head Start and state-funded prekindergarten programs, with income eligibility criteria identical or more stringent than federal Head Start, or are in state or court placement foster care, will be automatically eligible for free meals[,] [and] [afterschool snacks] [milk], for the students listed on the official documents.

3. Households that submit a confidential application will be notified of their student's eligibility for free or reduced -price meals [or free milk]. Households that are denied free or reduced -price benefits will be notified in writing using the ODE template letter distributed to the district annually.

4. On a case-by-case basis when a student is known to be eligible for free or reduced -price meal [or free milk] benefits, and the household fails to submit a confidential application, the superintendent or designee may complete an application for the student documenting how they know~~he/she knows~~ the household income qualifies the student for free or reduced -price meal benefits. Parents of a student approved for free or reduced -price benefits, when application is made for the student by a school official, will be notified of the decision and given the opportunity to decline benefits.

5. Students who do not qualify for free or reduced -price meals [or free milk] are eligible to participate in the [SMP,] National School Lunch Program (NSLP) [and School Breakfast Program (SBP)] and will be charged "paid" prices set by the district. "Paid" category students will be treated equally to students receiving free or reduced -price benefits in every aspect of the district's NSLP[,] [and] [SMP] [SBP] [Child and Adult Care Food Program (CACFP)] [Summer Food Service Program (SFSP)].

6. The district has established a fair hearing process under which a household can appeal a decision with respect to the household's application for benefits or any subsequent reduction or termination of benefits.

7. In the event of major employers contemplating large layoffs in the attendance area of the district, the district will provide confidential applications and eligibility criteria for free and reduced -price meals [or free milk] to the employer for distribution to affected employees.

Financial Management of the Nonprofit School Food Service

1. The district will maintain a nonprofit school nutrition and food service operation.

2. Revenues earned by the school nutrition and food services will be used only for the operation or improvement of NSLP[,] [and] [SMP] [SBP] [CACFP] [SFSP].

3. Lunch and breakfast meals served to teachers, administrators, custodians and other adults not directly involved with the operation of the district's nutrition and food services will be priced to cover all direct and indirect cost of preparing and serving the meal.[1]

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

4. District nutrition and food services revenues will not be used to purchase land or buildings.

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

6. The district will maintain effective control and accountability for, and adequately safeguard, all nutrition and food services' cash, real and personal property, equipment and other assets, and ensure they are used solely for nutrition and food services purposes.

7. The district will meet the requirements for allowable NSLP[,] [and] [SMP] [SBP] [CACFP] [SFSP] costs as described in 2 C.F.R. 200.

8. In purchasing nutrition and food services goods or services, the district will not accept proposals or bids from any party that has developed or drafted specifications, requirements, statements of work, invitations for bids, requests for proposals, contract terms and conditions or other documents for proposals used to conduct the procurement.

9. All procurement transactions for nutrition and food services goods and services will be conducted according to state, federal and district procurement standards using the applicable cost thresholds.

10. In the operation of its nutrition and food services program, the district will purchase food products where at least 50 percent of the ingredients are produced or processed in the United States, whenever possible.

11. [The district may use facilities, equipment and personnel supported with nutrition and food services revenue to support a nonprofit nutrition program for the elderly.]

Civil Rights and Confidentiality Procedures

1. The district will not discriminate against any student because of their~~his/her~~ eligibility for free or reduced -price meals.

2. The district will not discriminate against any student or any nutrition and food services employee because of race, color, national origin, marital status, sex, sexual orientation, parental status, religion, age or disability.

3. The district will assure that all students and nutrition and food services employees are not subject to different treatment, disparate impact or a hostile environment.

4. Established district procedures will be followed for receiving and processing civil rights complaints related to applications for NSLP[,] [and] [SMP] [SBP] [CACFP] [SFSP] benefits and services, and employment practices with regard to the operation of its NSLP[,] [and] [SMP] [SBP] [CACFP] [SFSP]. The district will forward any civil rights complaint regarding the district's nutrition and food services to ODE's director of Child Nutrition Programs within three days of receiving the complaint.

5. The district will make written or oral translations of all nutrition and food services materials available to all households who do not read or speak English.

6. The district will maintain strict confidentiality of all information obtained through a confidential application for free and reduced -price meals [or free milk] or direct certification, including

students' eligibility for free or reduced-price meals and all household information. The district's NSLP[,] [and] [SMP] [SBP] [CACFP] [SFSP] operators are not required to release any information from a student's confidential application for free or reduced-price meals [or free milk]. No information may be released from a student's eligibility information without first obtaining written permission from the student's parent or legal guardian/adult household member signing the application, except as follows:

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

Nutrition and Menu Planning

1. Meals and afterschool snacks served for reimbursement will meet the nutrition standards established by the U.S. Department of Agriculture (USDA) and Oregon Smart Snacks Standards.

2. Meals [and afterschool snacks] served for reimbursement will meet at least the minimum NSLP[,] [and] [SBP] [CACFP] [SFSP] requirements for food items and quantities.

3. Meals served for reimbursement will:

   a. Meet all calorie range requirements by grade level;
   b. Meet the maximum standards set for saturated fat;
   c. Meet the maximum standards set for sodium by grade level; and
   d. Meet the requirement for zero grams of trans fats.

4. The district will use the offer versus serve option when serving NSLP lunches to senior high school students. High school students must take at least three of five different food items including one-half cup of fruit or vegetable offered in program lunches.

5. [The district will use the offer versus serve option when serving program breakfasts to senior high school students. High school students must take at least three of four food items, including one-half cup of fruit or vegetable offered in program breakfasts.]

6. [The district will use the offer versus serve option when serving program lunches to students below senior high school grades. Students below high school grades will be required to take three of the five food items, including one-half cup of fruit or vegetable offered in program lunches.]

7. [The district will use the offer versus serve option when serving program breakfasts to students below senior high school grades. Students below high school grades will be required to take three of the four food items, including one-half cup of fruit offered in program breakfasts.]

8. A copy of the Board minutes adopting the offer versus serve policy for students below high school grades for program lunches and/or for all students in the district for program breakfasts, as applicable, will be made available upon request.

Use and Control of Commodity Foods

1. The district will accept and use commodity foods in as large a quantity as may be efficiently utilized in the NSLP[,] [and] [SBP] [SFSP].

2. The district will maintain necessary safeguards to prevent theft or spoilage of commodity foods.

3. The value of commodity foods used for any food production other than NSLP, SBP, SFSP or afterschool snacks shall be replaced in the food service inventory.

Accuracy of Reimbursement Claims

1. The district will claim reimbursement only for reimbursable meals[,] [and] [afterschool snacks] [milk] served to eligible children.

2. All meals[,] [and] [afterschool snacks] [milk] claimed for reimbursement will be counted at each dining site at a ""point of service"" where it can be accurately determined that the meal[,] [and] [afterschool snack] [milk] meets NSLP[,] [and] [SMP,] [SBP,] [CACFP] [and] [SFSP] requirements for reimbursement.

3. The person responsible for determining if the~~reimbursability of~~ meals [and afterschool snacks] are reimbursable will be trained to recognize a reimbursable meal.

4. The district official signing the claim for reimbursement will review and analyze monthly meal[,] [and] [afterschool snack] [milk] counts to ensure accuracy of the claim, before submitting the claim to ODE.

5. Annually, by November 15, the district will verify a random sample of applications according to NSLP verification requirements. Instructions for completing the verification process will be sent by ODE to the district in October each year.

Food Safety and Sanitation Inspections

1. The district will maintain necessary facilities for storing, preparing and serving food and milk.

2. Semiannually, the district will schedule food safety inspections with the county Environmental Health Department for each school or dining site under its jurisdiction.

3. The district will maintain health standards in compliance with all applicable state food safety regulations at each school or dining site under its jurisdiction.

General USDA NSLP/SBP/SMP Requirements

1. The district will ensure that no student is denied a meal as a disciplinary action.

2. Breakfast will be served in the morning hours, at or near the beginning of the student''s school day.

3. Lunch will be served between the hours of 10 a.m. and 2 p.m.

4. The district will provide substitute foods for students with a disability[2] that restricts their diet when supported by a written statement from a state-licensed health care professional, who is authorized to write medical prescriptions. Substitutions will be provided only when a medical statement from the licensed health care professional is on file at the school. The medical statement must state the nature of the child's impairment so its effect on the student's diet is understood, and what must be done to accommodate the impairment. The district will not charge more than the price of the school meal, as determined by the child's eligibility status, for meals with the accommodation.

5. The district will control the sale of competitive foods.

6. The district will ensure that potable [drinking] water will be available to students, free of charge for consumption in the place where meals are served during meal service.

7. The district [allows no meal charges] [will notify all households and appropriate staff of its meal charge requirements[3] at early in the beginning of each school year, upon enrollment of a student or the transfer of a student.]. [The district's meal charging requirements will be [posted on the district website,] [published in the student/parent handbook] [and made available in the information on free and are as follows:

A charge account for students paying full or reduced-priced meals]. price for meals may be established with the district. Students may charge no more than [two] meals. Any student failing to keep his/her account current as required by the district shall not be allowed to charge the price of further meals until the account has been paid in full [but will be allowed to purchase a meal if the student pays for the meal when it is received]. At least one written warning shall be provided to a student and his/her parent prior to denying meals for exceeding the district's charge limit]. Payment is due to the [district office] on the [_] of each month. Students or parents of students may prepay meal costs.][4]

[5][Regardless of the ability to pay, a student shall be provided a reimbursable meal upon request. Parents or guardians may provide written permission to the district to withhold a meal from a student. After five meal charges the district will attempt to certify the student for free or reduced-price meals. At least two attempts to contact the student's parent or guardian for completing a meal application will be made by the district, including offering assistance filling out the application, if appropriate. Communications regarding student charges will be directed to parents or guardians, only.] [The district may refer delinquent meal charges to third parties for collection. Collection fees will not be charged to the parent or guardian.]

8.7. The sale of foods in competition with the district's lunch (NSLP) or breakfast (SBP) programs will be allowed in dining sites during lunch and breakfast periods with Board approval only when all income from the food sales accrues to the benefit of the district's nutrition and food services or

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[2] To comply with Section 504 as it relates to a student's severe food allergy, such as milk, gluten, nut or soy, and including but not limited to diabetes, colitis, etc.

[3] [Federal law requires the district to publish meal charging requirements. The district's charging requirements must identify how and when the information about account balances is communicated to staff, students and parents, and what collection methods will be used on delinquent balances.]

[4] [Language is suggested only. Revise to reflect district's meal charging requirements and ensure information is communicated to students and parents.]

[5] [Pursuant to ORS 327.535 the following language reflects required practice, but the language is not required to be in policy.]

accrues to a school or student organization approved by the Board. A copy of the Board minutes approving and defining competitive food sales will be made available upon request.

~~9.~~8. Students [will] [will not] be charged for second servings of meals or portions of meals served.

Record Keeping

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

1. All currently approved and denied confidential applications for free and reduced -price meals[, free milk,] all current direct certification documents, eligibility verification documents and school membership or enrollment lists;

2. Financial records that account for all revenues and expenditures of the district~~'~~'s nonprofit nutrition and food services programs, including procurement documents;

3. Records (i.e., recipes, ingredient lists and nutrition fact labels or product specifications) that document the compliance with nutrition standards for all program and competitive foods available for sale to students at a school campus;

4. Documents of participation data (i.e. meal counts) from each school in the district to support claims for reimbursement;

5. Production and menu records;

6. Records to document compliance with Paid Lunch Equity;

7. Records to document compliance with Revenue from Nonprogram Foods; and

8. Internal program monitoring documents for NSLP[,] [and] [SBP,] [afterschool snacks] [CACFP] [SFSP].

Alsea School District 7J

Code: EH-AR
Revised/Reviewed:

Records and Data Management
(Version 2)

Employee Responsibilities

1. Employees will evaluate the content and purpose of each record to determine which retention schedule requirement defines the record's required retention period.

2. It is recommended that employees retain only the final message in a communication string that documents the contents of all previous communications. This is preferable to retaining each individual message, containing duplicate content.

3. Employees shall retain records, e.g., documents or email, that have not fulfilled the legally-mandated retention period.

4. Employees will organize their records so they can be located and used.

5. Employees will promptly dispose of transitory, non-public record and personal records from the network and email system.

6. Employees are responsible for ensuring that records that are public records are properly archived prior to any district system auto clean-up schedules.

State School District Retention

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PROPOSED

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PROPOSED

Alsea School District 7J

Code: **EH-AR**
Adopted: 11/18/15
Orig. Code: EH-AR

Electronic Data Management
(Version 1)

See updated version

In order for the district, (including charter schools) to function administratively, undergo periodic audits and provide for its legal requirements, it must manage its records properly. Therefore, the district requires its employees to retain and destroy electronic documents and email messages that are created, sent and received in the course of conducting official business in accordance with the Oregon Archives division records retention schedule. The district's specified retention system is to retain electronic documents and email messages as part of the network and email system.

Public records include any writing that contains information relating to the conduct of the public's business regardless of its physical form. More specifically, an electronic document or email message is a public record if it communicated formal approvals, directions for action, and information about contracts, purchases, grants, personnel, students and particular projects or programs. If an electronic document or email message is a public record then it is subject to retention requirements based on the content of the message. Records, including electronic documents or email, shall not be destroyed if they have been requested under the Public Records Law or if they are part of litigation, even if their retention period has expired.

Definitions

1. "Electronic mail (email)" – A means of exchanging messages and documents using telecommunications equipment and computers.

2. "Electronic document" – Documents created, generated, sent, communicated, received or stored by electronic means.

3. "Retention Schedule" – A general schedule published by the State Archivist in OAR 166-005-0000 through OAR 166-400-0065 in which certain common public records are described or listed by title and a minimum retention period is established for each.

District employees should consult the complete retention schedule to determine the retention period of the electronic document or email. See http://arcweb.sos.state.or.us/rules/OARS_100/OAR_166/166_400.html.

Common electronic documents and emailed public records include, but are not limited to, the following:

1. Calendars and Scheduling Records – Minimum Retention: One year. OAR 166-400-0010(6).

2. Committee and Board Meeting Records – Minimum retention:

    a. Board meeting minutes and agendas: Permanent;
    b. Exhibits, other minutes, and supporting records: Five years after school year in which records were created;

c. Sound recordings, if transcribed or abstracted: One year after minutes approved. OAR 166-400-0010(9).

3. Staff Meeting Records – Minimum Retention: Until end of school year. OAR 166-400-0010(38).

4. Employee Time and Attendance Records – Minimum Retention: 4 years. OAR 166-400-0045(4).

5. Employee Personnel Records[1] – Records documenting school, district and ESD individual employee work history.

Records may include but are not limited to applications; notices of appointment; training and licensure (certification) records; records of health limitations; in service training records; salary schedules; tuition reimbursement records; personnel actions; performance evaluations; teacher evaluation reports; letters of commendation and recommendation; letters of reprimand; notices of disciplinary action; notices of layoff; letters of resignation; home address and telephone disclosures; emergency notification forms; oaths of office; grievance and complaint records; pension, retirement, disability, and leave records; and related correspondence and documentation.

Minimum retention:

a. Retain employment applications (most recent and first successful), teacher licensure (certification) records, personnel actions, oaths of office, home address/telephone disclosures, emergency notification form (most recent): 75 years after date of hire.
b. Retain grievance, complaint, and disciplinary records[2]: 3 years;
c. Retain all other records: 3 years after separation. OAR 166-400-0050(11).

6. Student Attendance Records – Records documenting the attendance of students in school.

Records may include but are not limited to teacher or school attendance register; classroom daily attendance sheet; weekly attendance and truancy records; excused and unexcused absence records; tardiness records; notes from parents/guardians; and related documentation. Minimum retention: Three years after school year in which records were created. OAR 166-400-0060(3).

7. Student Behavioral Records:

a. Major student behavior infractions resulting in student's suspension or expulsion: Minimum Retention: Until student turns 21. OAR 166-400-0060(4);
b. Minor student behavior infractions not resulting in suspension or expulsion (i.e. referrals, records of conversations, parent notes, detention records, related correspondence). Minimum retention: Until end of school year. OAR 166-400-0060(5).

DELETE

[1] ~~Consult with your district's collective bargaining agreement regarding personnel files.~~

[2] ~~ORS 342.850 requires that "[a]ll charges resulting in disciplinary action shall be considered a permanent part of a teacher's personnel file and shall not be removed for any reason.~~"

8. Educational Programs Student Records – Records documenting the placement and participation of students in educational programs such as TAG, alternative learning, or distance learning. Minimum retention:

   a. Records that show compliance with all federal program requirements: Five years after school year in which records were created;
   b. Other records: Three years after school year in which records were created. OAR 166-400-0060(12).

9. Special Education Student Records – Records documenting students participating in special education programs and early intervention special education services.

   Records may include speech/hearing, academic, motor, occupational and/or physical therapy, vision/hearing, interdisciplinary team, and classroom observation reports; records relating to student behavior including psychological and social work reports; assessments obtained through other agencies; contact sheets; severity rating scales; test result records; physician's statements; parental consent records; educational program meeting records; request for hearing records; eligibility statements; individualized education plans (IEP); individualized family service plans (IFSP); and related correspondence and documentation. Minimum retention:

   a. Records documenting speech pathology and physical therapy services: Until student reaches age 21 or five years after last seen, whichever is longer;
   b. ESD copies, if program at district level: Transfer records to home district after end of student participation;
   c. Readable photocopies of records necessary to document compliance with state and federal audits retained by the former educational agency or institution when a student transfers out of district: five years after end of school year in which original record was created. OAR 166-400-0060(28).

Employee Responsibilities

1. Employee will evaluate the content and purpose of each electronic document or email message to determine which retention schedule defines the document or message's approved retention period.

2. Senders and creators are generally considered to be the person of record for an email message or electronic document. However, if recipients of the message or document take action as a result of the message, they should also retain it as a record.

3. It is recommended that employees retain only the final message in a communication string that documents the contents of all previous communications. This is preferable to retaining each individual message, containing duplicate content.

4. Employees shall retain electronic document or email that has not fulfilled its legally-mandated retention period as part of the network or email system.

5. Employees will organize their electronic documents and email messages so they can be located and used.

6. Employees will promptly dispose of transitory, nonrecord and personal electronic documents or email messages from the network and email system.

7. Employees are responsible for ensuring that electronic documents and emails that are public records are properly archived prior to any district system auto clean-up schedules.

Alsea School District 7J

Code: **EH**
Adopted: 11/18/15
Orig. Code: EH

Electronic Data Management

The superintendent will provide for the preparation, ~~and~~ maintenance and retention of~~of district records and reports and other~~ records and reports as are required by law.

If a record is a public record then it may be subject to retention requirements based on the content of the message. Records shall not be destroyed if they have been requested under the Public Records Law or if they are part of litigation, even if their retention period has expired.

Employees will retain and destroy records in accordance with the Oregon Archives Division records retention schedule. Employees should consult the retention schedule to determine the retention period of the record.

The district's retention system is to retain records that are part of the network and email system by scanning, saving and/or filing them in an electronic filing system and deleting them from the email account.

~~Electronic records will be kept in accordance with administrative regulations as prescribed in administrative regulation EH-AR – Electronic Data Management.~~

The district will comply with all state and federal laws and regulations concerning the custody and maintenance of public records.

"Retention schedule" means a general schedule published by the State Archivist in Oregon Administrative Rule (OAR) Chapter 166 in which certain common public records are described or listed by title and a minimum retention period is established for each.

END OF POLICY

Legal Reference(s):

ORS 192.001 - 192.431
ORS 192.650
ORS 326.565 – 326.580
ORS 336.184 – 336.187

OAR 166-400-0010 - 166-400-0065
OAR 581-015-2300
OAR 581-022-2260

OAR 581-022-2305
OAR 581-023-0006
OAR 581-053-0070

Alsea School District 7J

Code: **EGACA-AR**
Adopted: 11/18/15
Orig. Code: EGACA-AR

Cell Phones

District-owned cell phones may be purchased and authorized for staff use in accordance with the following:

Cell Phone Authorization

Cell phones may be assigned or made available on a temporary basis by the superintendent or business manager when it is determined that:

1. The assignment of a cell phone to the employee is a prudent use of district resources;

2. The employee's job responsibilities require the ability to communicate;

3. The employee's job responsibilities involve situations where immediate communication is necessary to ensure the security of district property or safety of students, staff or others while on district property or engaged in district-sponsored activities.

Cell Phone Use

1. Cell phones are provided specifically to carry out official district business.

2. Personal use of district cell phones is limited to making or receiving calls for family emergency purposes.

3. District cell phones shall not be loaned to others.

4. Employees issued a cell phone are responsible for its safekeeping at all times. Defective, lost or stolen cell phones are to be reported immediately to the business manager who will in turn notify the service provider.

5. Cell phones issued for employee use are to be returned to the business manager at the conclusion of the school year, activity or as otherwise specified.

Privately-Owned Cell Phones

1. District employees may be reimbursed, or receive a stipend, for use of privately-owned cell phones to conduct district business in accordance with Board policy and this regulation, with prior approval of the superintendent or business manager.

2. Personal use of privately-owned cell phones by employees authorized to use such equipment for district business is restricted to such times when the employee is not on duty.

Reimbursement

1. Requests for reimbursement for authorized use of employee-owned cell phones are to be submitted on district -provided forms, available through the office and accompanied by a copy of the billing statement with the district business -related calls highlighted. A notation for each highlighted entry, indicating the nature of the call, is required.

2. All requests for reimbursement, including the highlighted billing statement, must be submitted within 30 days of the end of the time period for which reimbursement is requested. Requests submitted after the reimbursement deadline has passed will be denied.

3. District reimbursement for authorized use of employee-owned cell phones will be made in conformance with district payment procedures.

Alsea School District 7J

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The following symbols are used on some sample policies:

* May be subject to collective bargaining.

** As used in this policy, the term parent includes legal guardian or person in a parental relationship. The status and duties of a legal guardian are defined in ORS 125.005(4) and 125.300-125.325. The determination of whether an individual is acting in a parental relationship, for purposes of determining residency, depends on the evaluation of the factors listed in ORS 419B.373. The determination for other purposes depends on evaluation of those factors and a power of attorney executed pursuant to ORS 109.056. For special education students, parent also includes a surrogate parent, an adult student to whom rights have transferred and foster parent as defined in OAR 581-015-2000.

[ ] Brackets occur in sample policies to indicate the need for districts to select or tailor information specific to their particular situations.

Alsea School District 7J

Code: **FB**
Adopted: 11/18/15
Orig. Code: FB

Facilities Planning

The Board will gather and analyze appropriate data to evaluate the district's facilities needs on a long-range basis. Such data will include, but not be limited to, enrollment projections, anticipated changes in the instructional program, analysis of community building plans, analysis of sites and evaluation of present facilities.

END OF POLICY

Legal Reference(s):

ORS 195.110
ORS 197.295 to -197.314

ORS 332.155

OAR 581-022-2345

Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629 (2012); Asbestos Hazard Emergency Response Act of 1986, 15 U.S.C. §§ 2641-2656 (2012).

Alsea School District 7J

Code: **FC**
Adopted: 11/18/15
Orig. Code: FC

Capital Construction Program

The Board may submit to voters, on any election date specified in Oregon Revised Statutes, the question of contracting a bonded indebtedness to build or renovate school buildings or to purchase school sites. ~~or to purchase equipment.~~ Before such a bond election, the specific needs for facilities will be communicated to the public. Careful estimates will be made as to amounts required for the project~~site purchase, construction and equipment~~.

All new construction or alterations to existing buildings will ensure to the maximum extent feasible that facilities are readily accessible and usable by individuals with disabilities.

Following approval by the voters, the bonds to be issued will be advertised appropriately. The date of issue will be coordinated with tax collection dates, payments on bonds already outstanding and favorable market conditions. Disposition of the bonds may~~will~~ be accomplished by public sale on a competitive bid or negotiated basis, as determined by the Board~~. The Board reserves the right to reject any and all bids~~.

The Board will annually appropriate district funds in the bonded debt service fund for the purpose of paying interest and principal on outstanding bonds. If sufficient funds are not available in the debt service fund, the Board will authorize by resolution an interfund loan for the purpose of meeting debt service requirements.

The capital projects fund is the fund authorized by the approval of the bond issue. Initial receipts from the sale of bonds are deposited in, ~~this fund~~ and actual expenditures ~~for sites, buildings and equipment are~~ made from, this fund ~~it~~. The Board will adopt an annual appropriation~~budget~~ resolution authorizing payments~~withdrawal~~ from the fund of the amounts needed to meet contractual obligations~~payments~~ due architects, contractors and other individuals or firms. The Board will receive periodic reports on expenditures made from this fund as compared with original appropriations for various projects.

END OF POLICY

Legal Reference(s):

ORS 195.110
ORS 197.295 to -197.314
ORS Chapter 255
ORS Chapter 294
ORS 328.205
ORS 328.542 to -328.565
ORS 332.155

Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629 (2012); Asbestos Hazard Emergency Response Act of 1986, 15 U.S.C. §§ 2641-2656 (2012).
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).
Americans with Disabilities Act Amendments Act of 2008.

Alsea School District 7J

Code: **FEA**
Adopted: 11/18/15
Orig. Code: FEA

Capital Improvement - Educational Program

To ensure ~~that~~ all new and remodeled facilities are designed to best implement the educational program, the superintendent will provide for detailed educational specifications prior to design and construction of new buildings or renovation of existing buildings. These specifications will include descriptions of:

1. All activities that will take place in the building;

2. The curriculum to be housed in the building;

3. Specific architectural characteristics desired;

4. The facilities needed, ~~their~~ equipment requirements as provided by law,~~and their~~ space relationships to other facility elements and ready accessibility and usability by persons with disabilities;

5. Pertinent budget and other governing factors.

The preparation of educational specifications serves a two-fold purpose:

1. To encourage~~clarify and consolidate the thinking of administration,~~ staff~~, Board~~ and community input on the needs, desires and objectives of the educational program to be conducted within the proposed new building; and

2. To organize this information in a manner that can be easily and clearly interpreted by an architect.

The Board, superintendent, staff, student and citizen representatives and the architect should be involved in developing educational specifications. Consultants may be used when deemed necessary by the superintendent and the Board.

END OF POLICY

Legal Reference(s):

ORS 195.110
ORS 197.295 to -197.314
ORS 332.107
ORS 332.155
OAR 581-022-2345

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). Americans with Disabilities Act Amendments Act of 2008.

Alsea School District 7J

Code: **FEB**
Adopted: 11/18/15
Orig. Code: FEB

Selection of Architect

This would be covered in DJCA – Personal Services Contracts

The Board will employ a licensed architect to design the plans of each proposed building, building addition or extensive renovation.

In selecting architects, the following criteria shall include but not be limited to:

1. Experience in school construction;

2. Evidence of relevant experience in special situations, such as facilities for persons with disabilities;

3. Creative design ability;

4. Technical knowledge to control the design so the best results are obtained for the smallest amount of money;

5. Executive and business ability to oversee the proper performance of contracts;

6. Proven ability in all major phases of planning and construction: pre-design planning, schematic design, design development, bidding, construction;

7. Ability and temperament to work cooperatively with others, willingness to consult with staff on educational specifications;

8. Extent and experience of architectural staff in relation to the scope of the planned project.

The architect will be selected by the Board on the basis of the above criteria and will be employed under contract.

END OF POLICY

Legal Reference(s):

ORS Chapters 279A, 279B and 279C ORS 332.107 ORS 455.642

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). Americans with Disabilities Act Amendments Act of 2008.

Alsea School District 7J

Code: **FECBA**
Adopted: 11/18/15
Orig. Code: FECBA

Energy-Conserving Construction

The Board recognizes the importance and need for energy conservation in the construction of new district facilities.

Proposed construction and renovation projects that contain the most efficient energy-saving plans within an acceptable budget will have high priority. Energy-saving designs will be documented in the architectural evaluation and will comply with educational specifications and cost control checklists as determined by the Board.

A continuous study of energy problems and energy sources will be maintained for future planning.

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 332.155

Alsea School District 7J

Code: **FEF/FEFB**
Adopted: 11/18/15
Orig. Code: FEF/FEFB

Construction Contracts - Bidding and Awards

This is covered by DJC – Bidding Requirements
The Board will serve as its own Local Contract Review Board.

The Board will procure contracts for construction or renovation of facilities according to the provisions of state law and Oregon Administrative Rules. Prequalification of bidders may be required by the district.

Contractors shall be registered as required by Oregon law.

For every contract for which a bond is required, a bond with good and sufficient sureties will be required of the contractor. The purpose of the bond is to assure:

1. The obligations of the contract are faithfully performed;

2. Payment is promptly made to all persons supplying labor or materials to the contractor or subcontractor for the work provided in the contract;

3. All contributions for workers' compensation and unemployment insurance are made promptly;

4. All sums required to be deducted and retained from the contractor's and subcontractor's employees' wages are paid.

END OF POLICY

Legal Reference(s):

ORS Chapters 279A, 279B and 279C

Alsea School District 7J

Code: FL
Adopted: 11/18/15
Orig. Code: FL

Retirement of Facilities

Certain school buildings may no longer be adequate for instructional purposes and should be used to benefit the district or public in other ways. In determining which facility is to be retired for regular school purposes, the Board's decision~~Board~~ will be guided by a~~this~~ combination of these factors:

1. Educational flexibility: Which school building is least adaptable for housing a modern and flexible educational program?

2. Site: Which school site is least adequate for continued use as an educational center?

3. Cost: Which school building represents the highest cost in terms of upkeep, maintenance and renovation?

The Board may invite the viewpoints of community residents and staff in making its decision.

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 332.155

OAR 437-001-0760
OAR 437-002-0020 to -0075

OAR 581-022-2345

Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629 (2012); Asbestos Hazard Emergency Response Act of 1986, 15 U.S.C. §§ 2641-2656 (2012).

Alsea School District 7J

Code: FK
Adopted: 11/18/15
Orig. Code: FK

Facilities Renovation

The Board's priorities for funding renovation of facilities are in order of priority, as follows:

1. Protection of life and health; compliance with mandated requirements governing construction codes and fire safety requirements;

2. Direct support of the educational program;

3. Urgently required projects to comply with the priorities set forth in the district's comprehensive planning program for facilities and sites;

4. All other Board~~Other~~ priorities.

5. The participation of staff, parents and ~~as identified by~~ the community in the development of plans for new and renovated facilities will be actively solicited~~Board~~.

The superintendent will establish procedures for requesting, approving and scheduling facilities renovation.

Plans for new and remodeled buildings will be designed and offer accommodations to make them accessible to persons with disabilities. The Board will review construction plans to ensure~~assure~~ that new and remodeled buildings are made fully accessible.

END OF POLICY

Legal Reference(s):

ORS 195.110
ORS 197.295 to -197.314
ORS 332.107
ORS 332.155

OAR 437-001-0760
OAR 437-002-0020 to -0081
OAR 437-002-0180 to -0182
OAR 437-002-0368

OAR 437-002-0377
OAR 437-002-0390
OAR 437-002-0391

Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629 (2012); Asbestos Hazard Emergency Response Act of 1986, 15 U.S.C. §§ 2641-2656 (2012).
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).
Americans with Disabilities Act Amendments Act of 2008.

Alsea School District 7J

Code: FJ
Adopted: 11/18/15
Orig. Code: FJ

Temporary District Facilities

TheIt is the Board's goal is to have sufficient permanent facilities to meet the needs of districtschool enrollment and the district's programsschool program. Rented facilities, movable units and other emergency school housing may be inadequate for long-term public school purposes.

If circumstances require immediate space not available in public school buildings, facilities will be leasedrented or moveable structures will be used only as a temporary measure.

The Board encourages the involvement of staff, parents and the community in the decision-making process, whenever possible. The superintendent will give due consideration to all such input in their recommendations to the Board. All final decisions regarding the use of temporary district facilities will be made by the Board.

Any such facility must conform to all appropriate federal, state and local building and land use codes, health and fire laws, environmental standards and provisions for accessibility and usability as required by the Americans with Disabilities Act.

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 332.155

OAR 437-001-0760
OAR 437-002-0020 to -0081
OAR 437-002-0161
OAR 437-002-0180 to -0182
OAR 437-002-0368
OAR 437-002-0377
OAR 437-002-0390
OAR 437-002-0391

Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629 (2012); Asbestos Hazard Emergency Response Act of 1986, 15 U.S.C. §§ 2641-2656 (2012).
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).
Americans with Disabilities Act Amendments Act of 2008.

Alsea School District 7J

Code: **FFA**
Adopted: 11/18/15
Orig. Code: FFA

Memorials

The Board will consider the acceptance of memorial scholarships in honor of a person~~persons~~ who has a~~have~~ special significance to the students, the district or the community. A room or item may be named for the person in whose honor the scholarship fund is created. A memorial plaque may be appropriately~~appropriate~~ dedicated whenever a room or item is designated as a memorial in conjunction with a scholarship fund.

Offers of a memorial scholarships will be submitted to the superintendent together with information concerning the purpose of the memorial and administration of the scholarship fund.

A ~~The superintendent/~~principal may receive items for ~~his/her~~ their school as a memorial to a student or person having a special significance to the students of that school. An item~~Items~~ received as a memorial becomes~~memorials become~~ the property of the district. A~~The~~ principal must have the superintendent's approval to accept any item that may require additional maintenance cost to the district. The superintendent may establish guidelines for the acceptance of such a memorial~~s~~. The spreading of the ashes of a deceased individual on district grounds is prohibited.

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 332.385

Alsea School District 7J

Code: GBC-AR
Revised/Reviewed: 5/13/21
Orig. Code(s): GBC-AR

Staff Ethics

District employees are allowed financial benefits as identified in Oregon Revised Statute (ORS) 244.040(2), such as their official compensation package, reimbursed expenses, limited honoraria and unsolicited awards for professional achievement. District employees are prohibited from using or attempting to use ~~his/her~~ their district position to obtain a financial gain or to avoid a financial detriment for the district employee, a relative or member of the household of the employee, or any business with which the employee or a relative or member of the household of the employee is associated, if the opportunity for financial gain or avoidance of a financial detriment would not otherwise be available but for the employee's position with the district. Specifically, this means that:

1. Employees will not use district equipment for personal use, unless it is available to a significant segment of the general public. This includes, but is not limited to, the personal use of the district's:

   a. Fax machine[1];
   b. Phones to make long distance personal calls;
   c. District vehicles;
   d. Professional technology equipment (e.g., wood shop, automotive shop, CAD); and
   e. Athletic facilities (e.g., pool or weight room).

   Further, the district's supplies, facilities, equipment, employees, records or any other public resources are not to be used to engage in private business interests. For example, the district's computer cannot be used to sell products on an auction website during school hours.

2. When employees are traveling on official district business, any gift given because of this travel must be either declined or passed on to the district for use for future district travel. For example, if the hotel where the employee is staying gives the employee a free night's stay on a future visit, this must be declined or given back to the district for future district travel. The frequent flyer miles earned when traveling on official district business can only be used for district travel. If the employee's spouse is traveling with the employee, the employee is responsible for all additional charges (i.e., additional room charge).

3. Employees may not use personal credit cards for district travel or other district business and receive incentives such as cash reimbursements, frequent flyer miles and other benefits based upon the dollar amount of purchases made.

4. Employees may not use discounts offered by private companies for the employee's personal benefit if the discount is only offered because of the employee's official position. For example, an office supplies store provides all teachers a 10 percent discount. Because the teachers are receiving this discount only because of their official position, they cannot use the discount to purchase personal items. Teachers may use the discount to purchase items for district use. Employees can also accept

[1] The district could establish a fee schedule that would allow only district employees to pay for the personal use of the district fax machines. If the district established a fee schedule for the use of fax machines the fee schedule must be equal to or exceed the prevailing rates offered at commercial businesses.

the discount if it is also available to a substantial segment of the population who are not public officials.

5. Employees may accept free passes to district extracurricular events if they are attending these events in their official capacity (i.e., chaperoning, ticket sales or managing concession sales). In order to promote employee participation in extracurricular activities, the district may include free passes in employees' official compensation packages or employees may be reimbursed by the district for the cost of admission.

6. The employee's district position is not to be used to take official action that could have a financial impact on a private business with which, the employee, a relative or member of the employee's~~your~~ household are associated. For example, if the employee's brother owns a pest-control business which is seeking a contract with the district, and the employee is part of the decision-making process, the employee must declare an actual conflict of interest in writing, describing the nature of the employee's conflict, and provide this to the employee's~~your~~ supervisor.

7. Confidential information gained as a district employee is not to be used to obtain a financial benefit for the employee, a relative or member of the employee's~~public official's~~ household or a business with which any are associated. For example, the employee should not use the information that a student in ~~your~~ class is falling behind in math to provide the parents a referral to the employee's sister's tutoring business.

8. District employees who mentor student teachers may not receive direct payments from sponsoring colleges or universities. The payment may be provided by the college or university to the district, which can then distribute the compensation to the teachers as an element of their official compensation package.

9. District employees must follow Oregon Government Ethics Commission guidelines for outside employment if the employee acts as a chaperone for student group trips on personal time and the district employee accepts compensation in the form of travel expenses from a private business or organization. Specifically, district employees must conduct all activities related to the trip on personal time and cannot use the classroom or school environment to plan the off-campus trip. Employees may use district facilities for this purpose only if they comply with the district's public use of facilities policy. It is not an ethics violation for the employee to accept reasonable expenses for accompanying students on an education trip.

   These restrictions do not apply if the teacher is chaperoning students on a fact-finding mission that is officially sanctioned by the Board. ~~The definition of a fact-finding mission is, in part, any activity related to a cultural or educational purpose. *See* OAR 199-005-0020(3)(a). The district employee must be directly and immediately associated with the event or location being visited. If a district employee only acts as a chaperone and does not provide instruction or guidance for the students in language usage or cultural events, the trip may not meet the requirements of ORS 244.020(6)(H)(i). Further, the employee can only accept the reimbursement of reasonable travel expenses from the private company, not any further compensation.~~

   ~~These restrictions do not apply if the district compensates the district employee for chaperoning the trip.~~

Alsea School District 7J

Code: **GBCBA**
Adopted: 11/18/15
Orig. Code: GBCBA

Alcohol/Controlled Substance Use

The following conduct is strictly prohibited and will subject an employee to immediate discipline, up to and including termination:

1. The buying, selling, transporting, possessing, providing~~transportation, possession, provision~~ or using~~use~~ of intoxicants, including alcohol~~,~~ or any controlled substances as defined by law, while on district property, during work hours (including meal periods), while assigned to extra duty or special projects, including those held after or in addition to regular school hours and while driving between work~~-~~sites during the work~~-~~day in either a district-supplied vehicle or a vehicle supplied by the employee;

2. Reporting for work under the influence of alcohol, intoxicants or any controlled substance. An individual is considered to be "under the influence of alcohol, intoxicants and/or a controlled substance" when, in the district's determination, the controlled substance, alcohol or intoxicant is at a level that it may impair the individual's ability to safely and/or efficiently perform assigned work OR prevent the employee from presenting a positive role model to students.

~~If the district has reasonable suspicion to believe that an employee is under the influence of intoxicants, including alcohol or any controlled substance, the district may require the employee submit to immediate testing by trained medical personnel. Refusal to submit immediately to such tests may result in disciplinary action, up to and including dismissal. "Reasonable suspicion" may be created by such things as slurred speech, dilated pupils, suspicious odors and unsteady balance.~~

The district ~~also~~ reserves the right, with prior notice and reasonable suspicion, to conduct searches of district property, vehicles or equipment at any time. A refusal to submit to a search may result in disciplinary action, up to and including dismissal.

The superintendent~~administration~~ will develop ~~appropriate regulations,~~ procedures, consent forms~~,~~ and such notifications as are needed for an orderly implementation of this policy.

END OF POLICY

Legal Reference(s):

ORS Chapter 475
ORS 657.176
ORS 659.840
ORS 659A.300

OAR 581-053-0220(3)(h)
OAR 581-053-0230(9)(t)
OAR 581-053-0330(1)(n),(o)
OAR 581-053-0420(3)(c)
OAR 581-053-0430(13),(14)

OAR 581-053-0531(12),(13)
OAR 581-053-0615(2)(c)(D)(ii)
OAR 581-053-0620(1)(s)
OAR 584-020-0040
OAR 839-006-0200 to -0265

Controlled Substances Act, 21 U.S.C. § 812; Schedules of Controlled Substances, 21 C.F.R. §§ 1308.11-1308.15 (2016). Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016). Americans with Disabilities Act Amendments Act of 2008.

Alsea School District 7J

Code: **GBD**
Adopted: 11/18/15
Orig. Code: GBD

Board-Staff Communications

The Board desires to maintain open communication channels between itself and the staff. The basic line of communication will be through the ~~district~~ superintendent. This~~However, this~~ policy does not restrict protected labor relations communications of bargaining unit members. The superintendent will develop and recommend to the Board, processes for communications between the Board and district employees.

~~Official c~~Communications or reports to the Board or Board committee from any staff member or members should be submitted through the superintendent. This procedure will~~should~~ not be construed as denying the right of any employee to address the Board about issues which are neither part of an active administrative procedure, nor disruptive to the operation of the district.

All official communications, policies and directives of staff interest and concern will be communicated to staff members through the superintendent. The superintendent will communicate~~employ media~~ as appropriate to keep staff fully informed of the Board's concerns and actions.

END OF POLICY

Legal Reference(s):

OAR 581-022-2405

Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).
Connick v. Myers, 461 U.S. 138 (1983).
Lebanon Education Association/OEA v. Lebanon Community School District, 22 PECBR 323 (2008).

Alsea School District 7J

Code: **GBDA**
Adopted:

Expression of Milk or Breast-feeding in the Workplace *

(This applies to a district that employs 10 or more employees)

When possible an employee must give reasonable notice of the intent to express milk or breast-feed to principal. The district shall provide the employee a reasonable rest period to express milk or breast-feed each time the employee has a need to express milk or breast-feed. If feasible, the employee will take the rest period at the same time as the rest periods or meal periods provided by the district.

The district will make a reasonable effort to provide a location, other than a public restroom or toilet stall, in close proximity to the employee's work area, where an employee can express milk or breast-feed in private, concealed from view and without intrusion by other employees or the public. "Close proximity" means within walking distance from the employee's work area that does not appreciably shorten the rest or meal period. If a private location is not within close proximity to the employee's work area, the district may not include the time taken to travel to and from the location as part of the break period.

The following locations have been identified in each facility for milk expression or breast-feeding:

1. District office: conference room;

2. Alsea School District: coach's office in the girls' locker room;

An employee who expresses milk during work hours may use the available refrigeration to store the expressed milk. The district must allow the employee to bring a cooler or other insulated food container to work for storing the expressed milk and ensure there is adequate space in the workplace to accommodate the employee's cooler or insulated food container.

This policy and the list of designated locations is published in the employee handbook. The list of designated locations is available upon request in the central office of each school facility and in the district's central office.

This policy only applies to employees who are expressing milk or breast-feeding for children 18 months of age or younger.

END OF POLICY

Legal Reference(s):

ORS 243.650
ORS 653.077
ORS 653.256
OAR 839-020-0051

PROPOSED

Alsea School District 7J

Code: **GBE**
Adopted: 11/18/15
Orig. Code: GBE

Staff Health and Safety

The Board authorizes the superintendent to take appropriate means to provide for the health and safety of all employees while engaged in the performance of their duties.

The superintendent will develop training activities and written procedures necessary to deal with the use of hazardous chemicals. Training will include the identification, use, storage~~accomplish this goal~~ and disposal techniques needed to assure safety of staff and students.

In meeting~~meet~~ the requirements of the law,~~.~~

~~All~~ employees will be trained to recognize and ~~to~~ respond appropriately to the presence of hazardous chemicals ~~materials~~.

All employees shall conduct their work in compliance with the safety rules of the district.

The superintendent will provide staff members with the Safety Data Sheets (SDS), which must accompany any hazardous substance used in the school setting.

END OF POLICY

Legal Reference(s):

ORS 243.650
ORS 329.095
ORS 453.001 to -453.275

OAR 437-001-0760
OAR 437-002-0020 to -0075
OAR 437-002-0140
OAR 437-002-0144
OAR 437-002-0145
OAR 437-002-0180 to -0182
OAR 437-002-0360
OAR 437-002-0368
OAR 437-002-0377
OAR 437-002-0390
OAR 437-002-0391
OAR 581-022-2225

Alsea School District 7J

Code: **GAA**
Adopted: 8/11/22
Orig. Code: GAA

Personnel: Definitions

"Licensed employees" are those holding a position that requires a license issued by the state Teacher Standards and Practices Commission (TSPC).

1. A "teacher" is an employee who holds a teacher's license or is registered to teach by TSPC.

2. A "contract teacher" is any teacher who has been regularly employed by a district for a probationary period of not more than three successive school years and who has been retained for the next succeeding school year.

3. A "probationary teacher" is one who is not a contract teacher and who is employed for at least 135 consecutive days in any school year as a teacher in the district. At least 30 consecutive days of employment in the district in a successive year shall be sufficient to keep the service intact, and the teacher shall not lose credit for previous probationary years served.

4. A "temporary teacher" is any teacher employed to fill a position designated as temporary or experimental or to fill a vacancy that occurs after the opening of school because of unanticipated enrollment or the death, disability, retirement, resignation, contract non-extension or dismissal of a contract or probationary teacher.

5. A "substitute teacher" is any teacher employed to take the place of a probationary or contract teacher who is temporarily absent. A substitute teacher is employed on a day-to-day basis, without contract, and does the work of the regularly assigned teacher during the latter's absence from duty. Substitutes will not be eligible for fringe benefits and will be paid at a rate established annually by the Board in accordance with the provisions of Oregon law.

6. An "intern teacher" is a regularly enrolled candidate of an approved educator preparation provider, who teaches under the supervision of the staff of the provider and of the employing district, in order to acquire practical experience in teaching. The intern teacher receives both academic credit from the provider and financial compensation from the district or education service district.

7. An "administrator" is an employee who holds a valid Oregon administrative license or registration and who works in a position requiring an administrative license. An administrator includes, but is not limited to, all superintendents, assistant superintendents, principals and academic program directors in public schools or education service districts, who have direct responsibility for supervision or evaluation of licensed teachers and who are compensated for their services with public funds.

8. A "specialist" is an employee who has a teaching license or a letter of authorization from the Oregon Department of Education and who is employed half-time or more.

"Classified personnel" are those employees in positions for which no teaching or administrative licenses are required by law.

1. “Regular classified employees” are those employed in positions established by the Board requiring 20 or more hours per week for at least a full school year.

2. “Part-time regular classified employees” are those employed in positions established by the Board requiring less than 20 hours per week for at least a full school year.

3. “Temporary/Substitute classified employees” are those employed on an as-needed basis. The Board shall determine if these employees are eligible for benefits.

“Supervisory employees” are those individuals having authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or responsibly to direct them, or to adjust their grievances or effectively to recommend such action if the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

“Confidential employees” are designated in accordance with Oregon law (ORS 243.650(6)). Such employees will be excluded from any bargaining unit. Salaries and benefits for confidential employees will be established by the Board.

“Administrative employee” means an employee of the district who possesses authority to formulate and carry out administrative and/or program decisions, or who represents administration’s interest by taking or effectively recommending discretionary actions that control or implement district policy, and who has discretion in the performance of these administrative and/or program responsibilities beyond the routine discharge of duties. An administrative employee need not act in a supervisory capacity in relation to other employees.

END OF POLICY

Legal Reference(s):

ORS 243.650(6), (23)
ORS 332.505
ORS 332.554(3)
ORS 342.120
ORS 342.125
ORS 342.420
ORS 342.610
ORS 342.815
ORS 342.835
ORS 342.840
ORS 342.845

OAR 584-020-0005

Job York v. Portland Sch. Dist., No. FDA 83-7 (August 1983).

Alsea School District 7J

Code: **GAB**
Adopted: 8/11/22
Orig. Code: GAB

Job Descriptions

Job descriptions serve to:

1. Describe all essential functions that the individual who holds the position must be able to perform unaided or with the assistance of a reasonable accommodation;

2. Describe attendance standards;

3. Help applicants determine the qualifications needed to fill a position;

4. Help district administrators determine which candidates to recommend for appointment; and

5. Assist administrators in the evaluation of the employee's performance of position responsibilities.

"Essential functions," as used in this policy means, the fundamental job duties of the employment position. A job function may be considered essential for reasons, including, but not limited to, the following:

1. The function may be essential because the reason the position exists is to perform the function;

2. The function may be essential because of the limited number of employees available among whom the performance of the job function can be distributed; and/or

3. The function may be highly specialized so that the individual is hired for ~~his/her~~ their expertise or ability to perform the particular function.

"Attendance standards," as used in this policy means, the regular work hours of the position, including leave and vacation provisions available through policy and/or collective bargaining agreements and any special attendance needs of the position as determined by the district.

Job descriptions will be developed under the supervision of the superintendent for each position in the district. Each job description shall be dated; as job descriptions are reviewed and/or revised new dates will be affixed.

Job descriptions will be coded and retained in a document titled *Job Descriptions for the Alsea School District*. The document will be available for inspection by any district employee or patron. Each employee shall receive a copy of their ~~his/her~~ job description. Each employee shall affix their ~~his/her~~ signature and date after having read the job description.

Job descriptions will be reviewed annually. Initial or revised job descriptions will be approved by the superintendent.

END OF POLICY

Legal Reference(s):

ORS 342.850(2)(b)(A) OAR 581-022-2405

Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (2012).
Title II of the Genetic Information Nondiscrimination Act of 2008.
Section 503 of the Rehabilitation Act of 1973.
Americans with Disabilities Act Amendments Act of 2008.

Alsea School District 7J

Code: **GB**
Adopted: 8/11/22
Orig. Code: GB

General Personnel Policies

The quality of the professional and support staff is of primary importance in achieving the district's educational objectives. In filling any licensed or classified position, the district will seek out and appoint the best qualified person available for the position.

* Notice of all regular job openings will be available to current staff members. Vacant positions may also be advertised through professional and institutional placement agencies, appropriate employment agencies, and general and specialized media.

Applications or inquiries concerning job openings will be directed to the personnel office on standard district application forms. The selection process will be coordinated and supervised by the superintendent, with the involvement of other appropriate administrators and supervisors.

Each candidate selected for a position with the district must possess or demonstrate eligibility for any license or permit required to fill the position. In addition, the individual must be insurable by the district's insurance carrier for any position requiring liability insurance coverage or bonding.

In accordance with Oregon law, the district may require any candidate, as a condition of employment, to hold a current, recognized first-aid card. A current employee required to hold a card will obtain it within 90 days from the date the district gives notification.

The superintendent will recommend candidates to fill licensed positions for Board approval. The superintendent will hire all classified employees, substitutes and part-time personnel as needed.

* Personnel selected for employment will be notified in writing following Board approval. This notification will specify the assignment, the job classification, the salary or hourly rate, the length of the workweek and the length of the assignment. Unsuccessful applicants who were interviewed will be notified.

Initial assignments of staff will be made by the superintendent or designee.

The superintendent will establish guidelines governing the recruitment, selection and employment of personnel in accordance with this policy.

END OF POLICY

Legal Reference(s):

ORS 342.664
ORS 408.225
ORS 408.230
ORS 408.235
ORS 653.305 to -653.326
ORS 659A.309
OAR 581-022-2405
OAR 839-006-0435
OAR 839-006-0440
OAR 839-006-0450
OAR 839-006-0455

Alsea School District 7J

Code: **GBA**
Adopted: 4/12/17
Orig. Code(s): GBA

Equal Employment Opportunity

Equal employment opportunity and treatment shall be practiced by the district regardless of race[1], color, religion, sex, sexual orientation, gender identity[2], national origin, marital status, pregnancy, childbirth or a related medical condition[3], age, veterans' status[4], service in uniformed service, familial status, genetic information, an individual's juvenile record that has been expunged, and disability[5] if the employee, with or without reasonable accommodation, is able to perform the essential functions of the position.

The superintendent will appoint an employee to serve as the officer in charge of compliance with the Americans with Disabilities Act and ~~of 1990,~~ the Americans with Disabilities Act Amendments Act ~~of 2008~~ (ADA), and Section 504 of the Rehabilitation Act ~~of 1973~~. The superintendent will also designate a Title IX coordinator to comply with the requirements of Title IX of the Education Amendments ~~of 1972~~. The Title IX coordinator will investigate complaints communicated to the district alleging noncompliance with Title IX. The name, address and telephone number of the Title IX coordinator will be provided to all students and employees.

The superintendent will develop other specific recruiting, interviewing and evaluation procedures as are necessary to implement this policy.

END OF POLICY

Legal Reference(s):

ORS 174.100
ORS 243.317 – 243.323
ORS 326.051
ORS 332.505
ORS 342.934
ORS 408.225
ORS 408.230
ORS 408.235
ORS 652.210 - 652.220
ORS 659.850
ORS 659A.003
ORS 659A.006
ORS 659A.009
ORS 659A.029
ORS 659A.030
ORS 659A.040
ORS 659A.082
ORS 659A.109
ORS 659A.112
ORS 659A.147
ORS 659A.233
ORS 659A.236
ORS 659A.309
ORS 659A.321
ORS 659A.409
ORS 659A.820
OAR 581-021-0045
OAR 581-022-2405
OAR 839-003-0000
OAR 839-006-0435
OAR 839-006-0440
OAR 839-006-0450
OAR 839-006-0455
OAR 839-006-0460
OAR 839-006-0465

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[1] Race also includes physical characteristics , including but not limited to natural hair, hair texture, hair type and protective hairsty nded by House Bill 2935 (2021)).

[2] ~~"Sexual orientation" means an individual's~~ nosexuality, bisexuality or gender identity, ~~regardless of whether the individual's gende~~ avior differs from that traditionally ~~associated within the individual's sex at birt~~

[3] This unlawful employment practice relatec dical condition as described in House Bill 2341 (2019) (added to ORS 659A) applies t sons.

[4] The district grants a preference in hiring ar terans. A veteran is eligible to use the preference any time when applying for a pos se from service in the Armed Forces of the United States.

[5] This unlawful employment practice relatec 112 applies to employers who employ six or more persons (ORS 659A.106).

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et. seq. (2018).
Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-634 (2018); 29 C.F.R Part 1626 (2019).
Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2018).
Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2018).
Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 794 (2018); 34 C.F.R. Part 104 (2019).
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683, 1701, 1703-1705, 1720 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).
Wygant v. Jackson Bd. of Educ., 476 U.S. 267 (1989).
Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018).
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212 (2018).
Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff-1 (2018).
Chevron USA Inc. v. Echazabal, 536 U.S. 736 (2002).
Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. §§ 4301-4303 (2018).

Alsea School District 7J

Code: **GBA-AR**
Revised/Reviewed: 4/12/17
Orig. Code(s): GBA-AR

Veterans' Preference

Oregon's Veterans' Preference Law requires the district to grant a preference to qualified and eligible veterans and disabled veterans at each stage in the hiring and promotion process. To be **qualified** for veterans' preference, a veteran or disabled veteran must meet the minimum and any other special qualifications required for the position sought. To be **eligible** for veterans' preference[1] a veteran or disabled veteran must provide certification they are a veteran or disabled veteran as defined by Oregon law[2].

The district is not obligated to hire or promote a qualified and eligible veteran or disabled veteran. The district is obligated to interview all minimally qualified veterans or disabled veterans and to hire or promote a qualified or eligible veteran or disabled veteran if the individual~~he or she~~ is equal to or better than the top candidate after the veterans' preference has been applied.

A veteran may submit a written request to the district for an explanation of the reasons why they were not selected for the position.[3] ~~-~~ The district shall provide the reasons for not selecting the candidate when requested.

Recruitment Procedures

All job postings or announcements will include a concise list of minimum and any special qualifications required for the position. Job postings will include a statement that the district's policy is to provide veterans and disabled veterans with preference as required by law and the job posting will require applicants to provide certification[4] of eligibility for preference, in addition to other requested materials.[5]

Selection Procedures[6]

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[1] See Oregon Revised Statute (ORS) 408.235.

[2] See Oregon Revised Statute (ORS) 408.225 and OAR 839-006-0440 for definitions~~: definition~~ of veteran and disabled veteran.

[3] ~~Oregon Revised Statute (ORS) 408.230(5)~~

[4] See Verification of Veteran's Preference (OAR 839-006-0465). An applicant claiming veteran's or disabled veteran's preference will submit a copy of their Certificate of Release or Discharge from Active Duty (DD Form 214 or 215) or a certification that the veteran is expected to be discharged or released from active duty under honorable conditions not later than 120 days after the submission of the certification. A disabled veteran may also submit a copy of their letter from the U.S. Department of Veterans Affairs, unless the information is included in the DD Form 214/215 or a certification that the veteran is expected to be medically separated from active duty under honorable conditions not later than 120 days after the submission of the certification.

[5] ~~Verification of Veteran's Preference~~

[6] If the district chooses not to use a scored system the law requires that the district give special consideration in the district's hiring decision to veterans and disabled veterans and the district will need to be able to demonstrate the method used for providing special consideration. ORS 408.230(2)(c).

Step 1: Before the review of any applications the clerk or deputy clerk will establish an evaluation scoring guide based on the minimum and any special qualifications listed in the job posting.

Step 2: The clerk or deputy clerk will review the application materials using the ~~above~~ evaluation scoring guide to determine which applicants meet the minimum and any special qualifications listed in the job posting. In assessing the applicant materials of a veteran or disabled veteran the clerk or deputy clerk shall evaluate whether the skill experience obtained in the military are transferable to the posted position. ~~In this step the district **does not** apply a veterans' preference.~~ Any applicants that do not meet the minimum and any special qualifications shall be removed from the applicant pool.

Step 3: Based on Step 2, the clerk or deputy clerk determines who will be interviewed. All qualified and eligible veterans or disabled veterans shall be given an opportunity to interview.

Step 4: Interview questions and scoring sheets will be developed and each scoring sheet must be completed after each interview by the interviewers.

Step 5: Following completion of the interviews, the clerk or deputy clerk shall complete the selection matrix and score the applicants based on the scoring sheets completed during interviews. Veterans' preference shall~~points must~~ be applied by adding 5 percentage points to an eligible veteran and 10 percentage points to an eligible disabled veteran.

Step 6: The clerk or deputy clerk makes the offer to the applicant with the highest final score. The district is not obligated to hire or promote a qualified and eligible veteran or disabled veteran.

The district is obligated to hire or promote a qualified or eligible veteran or disabled veteran if they are equal or better than the top candidate after the veterans' preference has been applied.

A veteran may submit a written request to the district for an explanation of the reasons why they were not selected for the position. The district shall provide the reasons for not selecting the candidate when requested.

Filing a Complaint

A veteran or disabled veteran is encouraged to contact the district office if they have any concerns or questions concerning the application of or the process used for veterans' preference.

A veteran or disabled veteran claiming to be aggrieved by a violation of Board policy GBA - Equal Employment Opportunity or this administrative regulation, may file a written complaint with the Civil Rights Division of the Bureau of Labor and Industries (BOLI) in accordance with Oregon Revised Statute (ORS) 659A.820.

~~A veteran will submit: (a) a copy of their Certificate of Release or Discharge from Active Duty (DD Form 214 or 215); or (b) proof of receiving a nonservice connected pension from the U.S. Department of Veterans Affairs. A disabled veteran will submit a copy of their letter from the Department of Veterans Affairs verifying disabled veteran status.~~

~~4:OSBA recommends use of a scored system. If the district chooses not to use a scored system the law requires that the district give special consideration in the district's hiring decision to veterans and disabled veterans and the district will need to be able to demonstrate the method used for providing special consideration." ORS 408.230(2)(c).~~

~~5:The points are based on a 100 point scoring matrix. If a 100 point scoring matrix is not used, the district must use a multiplier equivalent to 5 percent for a veteran and 10 percent for a disabled veteran, or the equivalent.~~

Alsea School District 7J

Code: **GBC**
Adopted: 5/11/16
Orig. Code(s): GBC

Staff Ethics

I. Prohibited Use of Official Position for Financial Gain

~~I. Conflict of Interest~~

No district employee will attempt to use their~~his/her~~ district position to obtain ~~personal financial benefit or avoidance of financial detriment or~~ financial gain or avoidance of financial detriment for themselves, relatives, members of household ~~members~~ or for any business with which the employee, a household member or relative is associated, if the financial gain or avoidance of financial detriment would not otherwise be available but for the district employee's employment with the district.

This prohibition does not apply to any part of an official compensation package as approved by the Board, honorarium ~~allowed by ORS 244.042~~, reimbursement of expenses, or unsolicited awards of professional achievement. Further, this prohibition does not apply to gifts from one without a legislative or administrative interest. Nor does it apply if the gift is under the $50 gift limit for one who has a legislative or administrative interest in any matter subject to the decision or vote of the district employee.

The employee may receive district or school logo apparel as part of the employee's official compensation package.

District employees will not engage in, or have a personal financial interest in, any activity that raises a reasonable question regarding the use~~of conflict~~ of their official position in regard to ~~interest with~~ their duties and responsibilities as district employees.~~staff members.~~ This would also apply to any personal financial benefit for the district employee's relative or member of household of the employee, or any business with which the district employee or a relative or member of the household of the district employee is associated.

This means that:

1. Employees, relatives or members of the district employee's household will not use the employee's~~their~~ position to obtain financial gain or avoidance of financial detriment from students, parents or staff;

2. Any device, publication or any other item developed during the employee's paid time shall be district property;

3. Employees will not further personal gain through the use of confidential information gained in the course of or by reason of position or activities in any way;

4. No district employee may serve as a Board or budget committee member in the district;

5. An employee will not perform any duties related to an outside job during ~~his/her~~ regular working hours or during the additional time that they~~he/she~~ need~~s~~ to fulfill the position's responsibilities; nor will an employee use any district facilities, equipment or materials in performing outside work;

6. If an employee authorizes a public contract, the employee may not have a direct beneficial financial interest in that public contract for two years after the date the contract was authorized.

If a district~~an~~ employee has a potential or actual conflict of interest, the district employee must notify ~~his/her~~ their supervisor in writing of the nature of the conflict and request that the supervisor dispose of the matter giving rise to the conflict. This must be done on each occasion the district employee is met with a conflict of interest.

"Potential conflict of interest" means any action or any decision or recommendation by a district employee that could result in a financial benefit or detriment for self or relatives or for any business with which the district employee or relatives are associated, unless otherwise provided by law.

"Actual conflict of interest" means any action or any decision or recommendation by a district employee that would result in a financial benefit or detriment for self or relatives or for any business with which the district employee or relatives are associated, unless otherwise provided by law.

In order to avoid violation of nepotism provisions~~both potential~~ and district policy~~actual conflicts of interests~~, district employees must abide by the following ~~rules~~ when an employee's relative or member of the household of the district employee, is seeking and/or holds a position with the district:

1. A district employee may not appoint, employ, promote, discharge, fire, or demote or advocate for such an employment decision for a relative or a member of the household, unless ~~he/she~~ the employee complies with the conflict of interest requirements of Oregon Revised Statute (ORS)~~ORS~~ Chapter 244. This rule does not apply to employment decisions regarding unpaid volunteer position, unless it is a Board-related position;~~.~~

2. A district employee may not participate as a public official in any interview, discussion, or debate regarding the appointment, employment, promotion, discharge, firing, or demotion of a relative or a member of the household. An employee may still serve as a reference, provide a recommendation, or perform other acts that are part of the normal job functions of the employee;~~.~~

3. More than one member of an employee's family may be hired as a regular district employee. In accordance with Oregon law, however, the district may refuse to hire individuals, or may transfer current employees, in situations where an appointment would place one family member in a position of exercising supervisory, appointment or grievance adjustment authority over another member of the same family.

"Member~~In the *conflict* of *interest context*, a "member of the~~ household" means any person who resides with the employee.

"Relative ~~and "relative~~" means: the

~~1. The employee's~~ spouse[1], parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law~~;~~

~~2.~~4. ~~The spouse~~ of the employee; or the~~employee's~~ parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law of the spouse of the employee. Relative also includes any individual for whom the employee has a legal support obligation, whose employment provides benefits[2] to the employee, or who receives any benefit from the employee's public employment.

II. Gifts

District employees must comply with the following rules involving gifts:

Employees are public officials and therefore will not solicit or accept a gift or gifts with an aggregate value in excess of $50 from any single source in a calendar year that has a legislative or administrative interest in any matter subject to the decision or vote of the district employee. All gift -related provisions apply to the employee, their relatives, and members of their household. The $50 gift limit applies separately to the employee, and to the employee's relatives or members of household, meaning that the employee and each member of their household and relative can accept up to $50 each from the same source/gift giver. A gift may be received by the district employee from, but not limited to, another district employee, a student or parent of a student or a vendor within the $50 gift limit. Except for exclusions in ORS 244.040(2), an item received by an employee from the district is prohibited.

1. "Gift" means something of economic value given to an employee without valuable consideration of equivalent value, which is not extended to others who are not public officials on the same terms and conditions.

~~2.~~ "Relative" means: the spouse[3]~~":~~

~~a. The employee's spouse[1]~~, parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law~~;~~

~~b.~~a. ~~The spouse~~ of the employee; or the~~employee's~~ parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law of the spouse of the employee. Relative also includes any individual for whom the employee has a legal support obligation, whose employment provides benefits[4] to the employee, or who receives any benefit from the employee's public employment.

~~3.~~2. "Member of the household" means any person who resides with the employee.

Determining the Source of Gifts

Employees, the employee's relatives or members of the employee's household~~Employees~~ should not accept gifts in any amount without obtaining information from the gift giver as to who is the source of the

[1] The term spouse includes domestic partner.

[2] Examples of benefits may include, but not be limited to, elements of an official compensation package including benefits such as insurance, tuition or retirement allotments.

[3] Ibid. p. 2

[4] Ibid. p. 3

gift. It is the employee's personal responsibility to ensure that no single source provides gifts exceeding an aggregate value of $50 in a calendar year, if the source has a legislative or administrative interest in any matter subject to the decision or vote of the district employee. If the giver does not have a legislative or ~~/~~administrative interest, the $50 limit does~~ethics rules on gifts do~~ not apply and the employee need not keep track of it, although they are advised to do so anyway in case of a later dispute.

Determining Legislative and Administrative Interest

A "legislative or administrative interest" means an economic interest, distinct from that of the general public, in any action subject to the official decision of an employee.

A "decision" means an act that commits the district to a particular course of action within the employee's scope of authority and that is connected to the source of the gift's economic interest. A decision is not a recommendation or work performed in an advisory capacity. If a supervisor delegates the decision to a subordinate but retains responsibility as the final decision maker, both the subordinate and supervisor's actions would be considered a ~~"~~decision.~~"~~

Determining the Value of Gifts

The fair market value of the merchandise, goods, or services received will be used to determine benefit or value.

"Fair market value" is the dollar amount goods or services would bring if offered for sale by a person who desired, but was not obligated, to sell and purchased by one who is willing, but not obligated, to buy. Any portion of the price that was donated to charity, however, does not count toward the fair market value of the gift if the employee does not claim the charitable contribution on personal tax returns. Below are acceptable ways to calculate the fair market value of a gift:

1. In calculating the per person cost at receptions or meals the payor of the employee's admission or meal will include all costs other than any amount donated to a charity.

   For example, a person with a legislative or administrative interest buys a table for a charitable dinner at $100 per person. If the cost of the meal was $25 and the amount donated to charity was $75, the benefit conferred on the employee is $25. This example requires that the employee does not claim the charitable contribution on personal tax returns.

2. For receptions and meals with multiple attendees, but with no price established to attend, the source of the employee's meal or reception will use reasonable methods to determine the per person value or benefit conferred. The following examples are deemed reasonable methods of calculating value or benefit conferred:

   a. The source divides the amount spent on food, beverage and other costs (other than charitable contributions) by the number of persons whom the payor reasonably expects to attend the reception or dinner;
   b. The source divides the amount spent on food, beverage and other costs (other than charitable contributions) by the number of persons who actually attend the reception or dinner; or
   c. The source calculates the actual amount spent on the employee.

3. Upon request by the employee, the source will give notice of the value of the merchandise, goods, or services received.

4. Attendance at receptions where the food or beverage is provided as an incidental part of the reception is permitted without regard to the fair market value of the food and beverage provided.

Value of Unsolicited Tokens or Awards: Resale Value~~value~~

Employees may accept unsolicited tokens or awards that are engraved or are otherwise personalized items. Such items are deemed to have a resale value under $25 (even if the personalized item cost the source more than $50), unless the personalized item is made from gold or some other valuable material that would have value over $25 as a raw material.

Entertainment

Employees may not solicit or accept any gifts of entertainment over $50 in value from any single source in a calendar year that has a legislative or administrative interest in any matter subject to the decision of the employee unless:

1. The entertainment is incidental to the main purpose of another event (i.e., a band playing at a reception). Entertainment that involves personal participation is not incidental to another event (such as a golf tournament at a conference); or

2. The employee is acting in their official capacity for a ceremonial purpose.

   Entertainment is ceremonial when an employee appears at an entertainment event for a "ceremonial purpose" at the invitation of the source of the entertainment who requests the presence of the employee at a special occasion associated with the entertainment. Examples of an appearance by an employee at an entertainment event for a ceremonial purpose include: throwing the first pitch at a baseball game, appearing in a parade and ribbon cutting for an opening ceremony.

Exceptions

The following are exceptions to the ethics rules on gifts that apply to employees:~~.~~

1. Gifts from ~~"~~relatives~~"~~ and ~~"~~members of the household to the employee~~"~~ are permitted in an unlimited amount; they are not considered gifts under the ethics rules;~~.~~

2. Informational or program material, publications, or subscriptions related to the recipient's performance of official duties;~~.~~

3. Food, lodging, and travel generally count toward the $50 aggregate amount per year from a single source with a legislative or ~~/~~administrative interest, with the following exceptions.~~:~~

   a. Organized Planned Events. Employees are permitted to accept payment for travel conducted in the employee's official capacity, for certain limited purposes:

      (1) Reasonable expenses (i.e., food, lodging, travel, fees) for attendance at a convention, fact-finding mission or trip, or other meeting do not count toward the $50 aggregate amount IF:

(a) The employee is scheduled to deliver a speech, make a presentation, participate on a panel, or represent the district; AND

(i) The giver is a unit of a:

1) Federal, state, or local government;
2) An Oregon or federally recognized Native American Tribe; OR
3) Nonprofit corporation.

(b) The employee is representing the district:

(i) On an officially sanctioned trade-promotion or fact-finding mission; OR
(ii) Officially designated negotiations or economic development activities where receipt of the expenses is approved in advance by the superintendent.

(2) The purpose of the~~this~~ exception in a. above is to allow employees to attend organized, planned events and engage with the members of organizations by speaking or answering questions, participating in panel discussions or otherwise formally discussing matters in their official capacity. This exception to the gift definition does not authorize private meals where the participants engage in discussion.

4. Food or beverage, consumed at a reception, meal, or meeting IF held by an organization and IF the employee is representing the district.

"Reception" means a social gathering. Receptions are often held for the purpose of extending a ceremonial or formal welcome and may include private or public meetings during which guests are honored or welcomed. Food and beverages are often provided, but not as a plated, sit-down meal;~~.~~

5. Food or beverage consumed by ~~an~~ employee acting in an official capacity in the course of financial transactions between the public body and another entity ~~as~~ described in ORS 244.020(7~~6~~)(b)(I)(i);~~).~~

6. Waiver or discount of registration expenses or materials provided to employee at a continuing education event that the employee may attend to satisfy a professional licensing requirement;~~.~~

7. An item~~A gift~~ received by the employee~~Board member~~ as part of the usual or customary practice of the employee's~~Board member's~~ private business, employment or position as a volunteer that bears no relationship to the employee's district employment;~~Board member's holding of public office.~~

8. Reasonable expenses paid to employee for accompanying students on an educational trip.

Honoraria

An employee may not solicit or receive, whether directly or indirectly, honoraria for the employee or any relative or member of the household of the employee if the honoraria are solicited or received in connection with the official duties of the employee.

The honoraria rules do not prohibit the solicitation or receipt of an honorarium or a certificate, plaque, commemorative token, or other item with a value of $50 or less; or the solicitation or receipt of an honorarium for services performed in relation to the private profession, occupation, avocation, or expertise of the employee.

END OF POLICY

Legal Reference(s):

ORS 244.010 - 244.400
ORS 332.016
ORS 659A.309
OAR 199-005-0001 - 199-020-0020
OAR 584-020-0040

OR. ETHICS COMM'N, OR. GOV'T ETHICS LAW, A GUIDE FOR PUBLIC OFFICIALS.

Alsea School District 7J

Code: GBEA
Adopted:

Workplace Harassment *

Workplace harassment is prohibited and shall not be tolerated. This includes workplace harassment that occurs between district employees or between a district employee and the district in the workplace or at a work-related event that is off district premises and coordinated by or through the district, or between a district and a district employee off district premises. Elected school board members, volunteers and interns are subject to this policy.

Any district employee who believes they have been a victim of workplace harassment may file a report with the district employee designated in the administrative regulation GBEA-AR - Workplace Harassment Reporting and Procedure, may file a report through the Bureau of Labor and Industries' (BOLI) complaint resolution process or under any other available law. The reporting of such information is voluntary. The district employee making the report is advised to document any incidents of workplace harassment.

"Workplace harassment" means conduct that constitutes discrimination prohibited by Oregon Revised Statute (ORS) 659A.030 (discrimination in employment based on race, color, religion, sex, sexual orientation, gender identity, national origin, marital status, age, or expunged juvenile record), including conduct that constitutes sexual assault[1] or that constitutes conduct prohibited by ORS 659A.082 (discrimination against person in uniformed service) or 659A.112 (discrimination in employment based on disability).

The district, upon receipt of a report from a district employee who believes they are a victim of workplace harassment, shall provide information about legal resources and counseling and support services, including any available employee assistance services. The district employee receiving the report, whether a supervisor of the employer or the district employee designated to receive reports, is advised to document any incidents of workplace harassment, and shall provide a copy of this policy and accompanying administrative regulation to the victim upon their disclosure about alleged workplace harassment.

All incidents of behavior that may violate this policy shall be promptly investigated.

Any person who reports workplace harassment has the right to be protected from retaliation.

The district may not require or coerce a district employee to enter into a nondisclosure[2] or nondisparagement[3] agreement.

The district may not enter into an agreement with an employee or prospective employee, as a condition of employment, continued employment, promotion, compensation, or the receipt of benefits, that contains a

[1] "Sexual assault" means unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat or intimidation.

[2] A "nondisclosure" agreement or provision prevents either party from disclosing the contents of or circumstances surrounding the agreement.

[3] A "nondisparagement" agreement or provision prevents either party from making disparaging statements about the other party.

nondisclosure provision, a nondisparagement provision or any other provision that has the purpose or effect of preventing the employee from disclosing or discussing workplace harassment that occurred between district employees or between a district employee and the district, in the workplace or at a work-related event that is off district premises and coordinated by or through the district, or between a district employee and employer off district premises.

The district may enter into a settlement agreement, separation or severance agreement that includes one or more of the following provisions only when a district employee claiming to be aggrieved by workplace harassment requests to enter into the agreement: 1) a nondisclosure or nondisparagement provision; 2) a provision that prevents disclosure of factual information relating to the claim of workplace harassment; or 3) a no-rehire provision that prohibits the employee from seeking reemployment with the district as a term or condition of the agreement. The agreement must provide the district employee at least seven days after signing the agreement to revoke it.

If the district determines in good faith that an employee has engaged in workplace harassment, the district may enter into a settlement, separation or severance agreement that includes one or more of the provisions described in the previous paragraph.

It is the intent of the Board that appropriate corrective action will be taken by the district to stop workplace harassment, prevent its recurrence and address negative consequences. Staff members in violation of this policy shall be subject to discipline, up to and including dismissal and/or additional workplace harassment awareness training, as appropriate. Other individuals (e.g., board members, witnesses, and volunteers) whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the superintendent or the Board.

The district shall make this policy available to all district employees and shall be made a part of district orientation materials provided and copied to new district employees at the time of hire.

The superintendent will establish a process of reporting incidents of workplace harassment and the prompt investigation.

END OF POLICY

Legal Reference(s):

ORS 174.100
ORS 243.317 - 243.323
ORS 659A.001
ORS 659A.003
ORS 659A.006
ORS 659A.029
ORS 659A.030
ORS 659A.082
ORS 659A.112
ORS 659A.370
ORS 659A.820
ORS 659A.875
ORS 659A.885
OAR 584-020-0040
OAR 584-020-0041

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018).
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).
Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).

Alsea School District 7J

Code: GBEA-AR
Revised/Reviewed:

Workplace Harassment Reporting and Procedure

Any district employee who believes they have been a victim of workplace harassment may file an oral or written report consistent with this administrative regulation, may file a report through the Bureau of Labor and Industries' (BOLI) complaint resolution process, or under any other available law.

Additional information regarding the filing of a report may be obtained through the principal, compliance officer or superintendent.

A complaint alleging an unlawful employment practice as described in ORS 659A.030, 659A.082, 659A.112 or ORS 659A.370 must be filed no later than five years after the occurrence of the alleged unlawful employment practice.

All documentation related to workplace harassment complaints may become part of the personnel file of the employee who is the alleged harasser, as appropriate. Additionally, a copy of all workplace harassment reports, complaints, and documentation will be maintained by the district as a separate confidential file and stored in the district office.

Investigation Procedure

The building principal is responsible for investigating reports concerning workplace harassment. The investigator(s) shall be a neutral party having had no involvement in the report presented. If the alleged workplace harassment involves [position title(s)], the employee may report to superintendent. All reports of alleged workplace harassment behavior shall be investigated.

The investigator shall:

1. Document the alleged, reported incident of workplace harassment;

2. Provide information about legal resources and counseling and support services, which may include district-provided assistance services available to the district employee;

3. Provide a copy of the district's Board policy GBEA - Workplace Harassment and this administrative regulation to the district employee; and

4. Complete the following steps:

Step 1 Promptly initiate an investigation. The investigator will arrange such meetings as may be necessary to discuss the issue with all concerned parties within five working days after receipt of the report. The parties will have an opportunity to submit evidence and a list of witnesses. All findings of the investigation, including the response of the alleged harasser, shall be reduced to writing. The investigator shall notify the complainant in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

A copy of the report, complaint, or other documentation about the incident, and the date and details of notification to the complainant of the results of the investigation, together with any other documentation related to the workplace harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

Step 2 If a complainant is not satisfied with the decision at step 1, the complainant may submit a written appeal to the superintendent or designee. Such appeal must be filed within 10 working days after receipt of the step 1 decision. The superintendent or designee shall review the investigators report and findings. The superintendent or designee will arrange such meetings with the complainant and other affected parties as deemed necessary by the superintendent or designee to discuss the appeal. The superintendent or designee shall provide a written decision to the complainant within 10 working days after receipt of the appeal.

Step 3 If a complainant is not satisfied with the decision at Step 2, the complainant may submit a written appeal to the Board. Such appeal must be filed within 10 working days after receipt of the Step 2 decision. The Board will review the findings and conclusion of the superintendent or designee in a public meeting to determine what action is appropriate. Appropriate action may include, but is not limited to, holding a hearing, requesting additional information, and adopting the superintendent's or designee's decision as the district's final decision.

If the Board conducts a hearing, the complainant shall be given an opportunity to present the appeal at a Board meeting. The Board may hold the hearing in executive session if the subject matter qualifies under Oregon law. The parties involved may be asked to attend such hearing for the purposes of making further explanations and clarifying the issues. The Board shall decide, within 20 days, in open session what action, if any, is warranted. The Board shall provide a written decision to the complainant within 10 working days following completion of the hearing.

If the Board chooses not to hear the appeal, the superintendent's decision in Step 2 is final.

Reports involving the superintendent should be referred to the Board chair on behalf of the Board. The Board chair will cause the information[1] required to be issued to the complainant as described in this administrative regulation. The Board chair shall present the complaint to the Board at a Board meeting. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. The Board may hold the hearing in executive session if the subject matter qualifies under Oregon law. The Board shall decide, within [30] days, in open session what action if any is warranted. The Board chair shall notify the complainant in writing within [10] days that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

Follow-up Procedures

The building principal will follow up with the district employee of the alleged harassment once every three months for the calendar year following the date on which the building principal received a report of

[1] Provide information about legal resources and counseling and support services, which may include district-provided assistance services available to the district employee, and a copy the district's Board policy GBEA - Workplace Harassment and this administrative regulation to the district employee.

harassment, to determine whether the alleged harassment has stopped or if the employee has experienced retaliation. The building principal will document the record of this follow-up. The building principal will continue follow-up in this manner until and unless the employee directs the building principal in writing to stop.

Other Reporting Options and Filing Information

Nothing in this policy prevents an employee from filing a formal grievance in accordance with a collective bargaining agreement (CBA) or a formal complaint with BOLI or the Equal Employment Opportunity Commission (EEOC); or if applicable, the U.S. Department of Labor (USDOL) Civil Rights Center. Review the CBA for any provision that requires an employee to choose between the complaint procedure outlined in the CBA and filing a BOLI or EEOC complaint.

Nothing in Board policy GBEA - Workplace Harassment or this administrative regulation prevents any person from seeking remedy under any other available law, whether civil or criminal.

An employee or claimant must provide advance notice of claim against the employer as required by ORS 30.275.

Filing a report with the U.S. Department of Labor (USDOL) Civil Rights Center.

An employee whose agency receives federal financial assistance from the USDOL under the Workforce Innovation and Opportunity Act, Mine Safety and Health Administration, Occupational Safety and Health Administration, or Veterans' Employment and Training Service, may file a complaint with the state of Oregon Equal Opportunity Officer or directly through the USDOL Civil Rights Center. The complaint must be written, signed and filed within 180 days of when the alleged discrimination or harassment occurred.

PROPOSED

Alsea School District
301 S 3rd St.
Alsea, OR 97324
541-487-4305

PROPOSED

WORKPLACE HARASSMENT REPORTING OR COMPLAINT FORM

Name of person making report/complainant: _____

Position of person making report/complainant: _____

Date of complaint: _____

Name of alleged harasser: _____

Date and place of incident or incidents: _____

_____

Description of alleged misconduct: _____

_____

_____

Name of witnesses (if any): _____

_____

_____

Evidence of workplace harassment, i.e., letters, photos, etc. (attach evidence if possible): _____

_____

Any other information: _____

_____

_____

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: _____ Date: _____

Alsea School District
301 S 3rd St.
Alsea, OR 97324
541-487-4305

WITNESS DISCLOSURE FORM

Name of Witness: _____

Position of Witness: _____

Date of Testimony/Interview: _____

Description of Instance Witnessed: _____

_____

_____

_____

_____

Any Other Information: _____

_____

_____

_____

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: _____ Date: _____

PROPOSED

Alsea School District 7J

Code: **GBEB**
Adopted: 11/18/15
Orig. Code: GBEB

Communicable Diseases – Staff

The district shall provide reasonable protection against the risk of exposure to communicable disease for employees while engaged in the performance of their duties. Reasonable protection from communicable disease is generally attained through immunization, exclusion or other measures as provided by Oregon law, by the local health department or in the *Communicable Disease Guidance* published by the Oregon Department of Education (ODE) and the Oregon Health Authority (OHA).

An employee may not attend work while in a communicable stage of a restrictable disease or when an administrator has reason to suspect that the employee has or has been exposed to any disease for which exclusion is required in accordance with law and per administrative regulation GBEB-AR - Communicable Diseases - Staff. If the disease is a reportable disease, the administrator will report the occurrence to the local health department.

Employees shall comply with all other measures adopted by the district and with all rules adopted by Oregon Health Authority, Public Health Division and the local health department.

Employees shall provide services to students as required by law. In cases when a restrictable or reportable disease is diagnosed and confirmed for a student, the administrator shall inform the appropriate employees with a legitimate educational interest to protect against the risk of exposure.

The district shall protect the confidentiality of an employee's health condition and record to the extent possible and consistent with federal and state law.

The district will include, as part of its emergency plan, a description of the actions to be taken by district staff in the case of a declared public health emergency or other catastrophe that disrupts district operations.

The superintendent will develop administrative regulations necessary to implement this policy.

~~Communicable Disease~~

~~The district will follow the rules and regulations of both the state and local health authorities pertaining to communicable diseases.~~

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 431.150 - 431.157
ORS 433.001 - 433.526

OAR 333-018
OAR 333-019-0010
OAR 333-019-0014

OAR 437-002-0360
OAR 437-002-0377
OAR 581-022-2220

OREGON DEPARTMENT OF EDUCATION and OREGON HEALTH AUTHORITY, *Communicable Disease Guidance* (2020).

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2019).
Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d to -1320d-8 (2018); 45 C.F.R. Parts 160, 164 (2019).

Alsea School District 7J

Code: GBEB-AR
Revised/Reviewed:

Communicable Diseases – Staff

In accordance with state law, administrative rule, the local health authority and the *Communicable Disease Guidance*, the procedures established below will be followed.

1. "Restrictable diseases" are defined by rule and include but are not limited to COVID-19[1], chickenpox, diphtheria, hepatitis A, hepatitis E, measles, mumps, pertussis, rubella, Salmonella enterica serotype Typhi infection, scabies, Shiga-toxigenic Escherichia coli (STEC) infection, shigellosis and infectious tuberculosis, and may include a communicable stage of hepatitis B infection if, in the opinion of the local health officer, the person poses an unusually high risk to others (e.g., a child that exhibits uncontrollable biting or spitting). Restrictable disease also includes any other communicable disease identified in an order issued by the Oregon Health Authority or the local public health officer as posing a danger to the public's health. A disease is considered to be a restrictable disease if it is listed in Oregon Administrative Rule (OAR) 333-019-0010, or it has been designated to be a restrictable disease by the local public health administrator after determining that it poses a danger to the public's health.

2. "Susceptible" for an employee means lacking evidence of immunity to the disease.

3. "Reportable diseases" means a disease or condition, the reporting of which enables a public health authority to take action to protect or to benefit the public health.

Restrictable Diseases

1. An employee of the district will not attend or work at a district school or facility while in a communicable stage of a restrictable disease, including a communicable stage of COVID-19[2], unless authorized to do so under Oregon law. When an administrator has reason to suspect that an employee has a restrictable disease, the administrator shall send the employee home.

2. An administrator shall exclude an employee if the administrator has reason to suspect that an employee has been exposed to measles, mumps, rubella, diphtheria, pertussis, hepatitis A, or hepatitis B, unless the local health officer determines that exclusion is not necessary to protect the public's health. The administrator may request the local health officer to make a determination as allowed by law. If the disease is reportable, the administrator will report the occurrence to the local health department.

3. An administrator shall exclude an employee if the administrator has been notified by a local public health administrator or local public health officer that the employee has had a substantial exposure to an individual with COVID-19 and exclusion is deemed necessary by same.

[1] Added per OAR 333-019-1000(2).

[2] "Communicable stage of COVID-19" means having a positive presumptive or confirmed test of COVID-19.

4. An employee will be excluded in such instances until such time as the employee presents a certificate from a physician, a physician assistant licensed under Oregon Revised Statute (ORS) 677.505 - 677.525, a nurse practitioner licensed under ORS 678.375 - 678.390, local health department nurse or school nurse stating that the employee does not have or is not a carrier of any restrictable disease.

5. An administrator may allow attendance of an employee restricted for chickenpox, scabies, staphylococcal skin infections, streptococcal infections, diarrhea or vomiting if the restriction has been removed by a school nurse or health care provider.

6. More stringent exclusion standards for employees from school or work may be adopted by the local health department.

7. The district's emergency plan shall address the district's plan with respect to a declared public health emergency at the local or state level.

Reportable Diseases Notification

1. All employees shall comply with all reporting measures adopted by the district and with all rules set forth by Oregon Health Authority, Public Health Division and the local health department.

2. An administrator may seek confirmation and assistance from the local health officer to determine the appropriate district response when the administrator is notified that an employee or a student has been exposed to a restrictable disease that is also a reportable disease.

3. District staff with impaired immune responses, that are of childbearing age or some other medically fragile condition, should consult with a medical provider for additional guidance[3].

4. An administrator shall determine other persons who may be informed of an employee's communicable disease, or that of a student's when a legitimate educational interest exists or for health and safety reasons, in accordance with law.

Equipment and Training

1. The administrator or designee shall, on a case-by-case basis, determine what equipment and/or supplies are necessary in a particular classroom or other setting in order to prevent disease transmission.

2. The administrator or designee shall consult with the district's school nurse or other appropriate health officials to provide special training in the methods of protection from disease transmission.

3. All district personnel will be instructed annually to use the proper precautions pertaining to blood and body fluid exposure per the Occupational Safety and Health Administration (OSHA). (*See* policy EBBAA).

PROPOSED

[3] Refer to *Communicable Disease Guidance* published by the Oregon Health Authority and the Oregon Department of Education.

Alsea School District 7J

Code: **GBEC**
Adopted: 11/18/15
Orig. Code(s): GBEC

Drug-Free Workplace

The district shall provide a drug-free workplace.

The purpose of this policy is to promote safety, health and efficiency by prohibiting the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol in the workplace.

This policy applies to all employees, including but not limited to, those exempt, unclassified, management service, classified and temporary employees who are paid directly or indirectly from funds received under a federal grant or contract.

The district shall provide to each employee a copy of this policy.

An employee shall not unlawfully manufacture, distribute, dispense, possess or use a controlled substance or alcohol in the workplace.

No district employee shall knowingly sell, market or distribute steroid or performance enhancing substances to kindergarten through grade 12 students with whom the employee has contact as part of employee's district duties; or knowingly endorse or suggest the use of such substances.

An employee shall, as a condition of employment, abide by the provisions of this policy.[1]

1. Definitions

    a. "Controlled substance": A controlled substance shall include any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or other drug as classified under the federal Controlled Substances Act, as modified under ORS 475.035.
    b. "Alcohol": Alcohol shall include any form of alcohol for consumption, including beer, wine, wine coolers or liquor.
    c. "Conviction": A finding of guilt (including a plea of no contest) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
    d. "Criminal drug statute": A federal or state criminal statute involving the manufacture, distribution, dispensation, possession or use of any controlled substance or alcohol.
    e. "Drug-free workplace": A site for the performance of work at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol.

[1] Districts directly receiving grants or contracts from the federal government are required to meet this obligation.

2. Purpose

The purpose of this policy is to promote safety, health and efficiency by prohibiting, in the workplace, the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol.

3. Applicability

This policy applies to all employees, including, but not limited to, those exempt, unclassified, management service, classified and temporary employees who are paid directly or indirectly from funds received under a federal grant or contract.

4. Prohibitions

An employee shall not, in the workplace, unlawfully manufacture, distribute, dispense, possess or use a controlled substance or alcohol.

5. No district employee shall knowingly sell, market or distribute steroid or performance enhancing substances to kindergarten through grade 12 students with whom the employee has contact as part of employee's district duties; or knowingly endorse or suggest the use of such drugs.

6. Compliance with Policy[2]

An employee shall, as a condition of employment, abide by the provisions of this policy.

7. Sanctions and Remedies[1]

a. The district, upon determining that an employee has engaged in the unlawful manufacture, distribution, dispensation or possession of a controlled substance or alcohol or upon having reasonable suspicion, under section 7. of this policy, of employee unlawful use of a controlled substance or alcohol in the workplace, shall, pending any criminal drug statute conviction for a violation occurring in the workplace, take action with regard to the employee determined to be appropriate which may include transfer, granting of leave with or without pay or suspension with or without pay.

b. Within 30 days of an employee's criminal drug statute conviction for a violation occurring in the workplace, the district shall:

(1) Take action with regard to the employee determined to be appropriate which may include discipline up to and including termination; and/or

(2) Require satisfactory participation by the employee in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, state or local health, law enforcement or other appropriate agency.

8. Basis for Reasonable Suspicion of Employee Use of Controlled Substance/Alcohol

Reasonable suspicion of employee use of an unlawful controlled substance or alcohol shall be based upon any of the following:

[2] Districts directly receiving grants or contracts of $100,000 or more from the federal government are required to meet this obligation.

c. Observed abnormal behavior or impairment in mental or physical performance (for example, slurred speech or difficulty walking);
d. Direct observation of use in the workplace;
e. The opinion of a medical professional;
f. Reliable information concerning use in the workplace, the reliability of any such information shall be determined by employer;
g. A work-related accident in conjunction with a basis for reasonable suspicion as listed above.

8. Employee Assistance Program

An employee having a drug or alcohol problem is encouraged to seek assistance, on a confidential basis, under the Employee Assistance Program if such program is provided by the employer.

~~10. Leave for Participation in Abuse Assistance or Rehabilitation Program~~

The district shall, upon employee request, grant leave with or without pay to permit an employee to participate in a drug abuse assistance or rehabilitation program.

9. Establishment of Drug-Free Awareness Program

The district shall establish a drug-free awareness program to inform employees of the:

a. Dangers of drug abuse in the workplace;
b. Existence of and content of this policy for maintaining a drug-free workplace;
c. Availability of drug-counseling, rehabilitation and employee assistance programs; and
d. Penalties that may be imposed for drug abuse violations occurring in the workplace.

10. Notification by Employee of Conviction[1]

An employee shall, as a condition of employment, notify the district of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

11. Notification by Alsea District of Employee Conviction

The district shall notify the appropriate federal granting or contracting agency of an employee's criminal drug statute conviction for a violation occurring in the workplace no later than 10 days after receiving notice of such conviction.

~~12. Provision of Copy of Policy to Employees~~

~~The district shall provide to each employee a copy of this policy.~~
END OF POLICY

Legal Reference(s):

ORS 243.650
ORS 336.222
ORS 342.721
ORS 342.723
ORS 342.726
ORS Chapter 475
ORS 657.176
OAR 581-022-0416
OAR 584-020-0040(5)(e)

Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701-707 (2006); General Principles Relating to Suspension and Debarment Actions, 34 C.F.R. §§ 85.600 - 85.645 (2006).
Controlled Substances Act, 21 U.S.C. § 812; Schedules of Controlled Substances, 21 C.F.R. §§ 1308.11 - 1308.15 (2006).
Safe and Drug-Free Schools and Communities Act, 20 U.S.C. §§ 7101-7117 (2006).

Alsea School District 7J

Code: **GBED**
Adopted: 11/18/15
Orig. Code: GBED

Medical Examinations/Drug Testing

Medical Examinations

The district may require medical examinations after an employment offer has been made to a job applicant and before the applicant begins ~~his/her~~ employment duties. Any such requirement will ensure that all entering employees in the same job category will complete a medical examination regardless of disability.

All offers of employment may be made contingent on medical examination results.

Medical examinations will be conducted by a health care professional~~medical doctor~~ selected by the district. District -required medical examination expenses will be paid by the district.

The successful applicant must be qualified and must be able to perform the essential functions of a position with or without reasonable accommodations. The district may withdraw an offer of employment should the medical examination reveal that the individual does not satisfy certain employment criteria under the following conditions:

1. The exclusionary criteria are job related and consistent with business necessity;

2. There is no reasonable accommodation that will enable the individual with a disability to perform the essential functions of the job;

3. The medical condition poses a direct threat to the health or safety of others in the workplace and cannot be eliminated or reduced to an acceptable level by a reasonable modification of policies, practices, procedures or by the provision of auxiliary aids or services;

4. The requested or necessary accommodation would impose an undue hardship on the district, unless funding is available through other sources. Individuals with a disability may be offered an opportunity of paying for a portion of the costs that constitutes an undue hardship or of personally providing the accommodation.

Drug Testing

Offers of employment for certain positions shall be contingent upon successful passage of a district-required drug test. The district will require drug tests for safety-sensitive positions (e.g., bus drivers, heavy machinery operators) and positions in which the person is responsible for students' safety and security.[1] The district will designate when and where such testing will be conducted. The cost of the drug test shall

[1] Based on Lanier v. City of Woodburn – "Safety sensitive" may also include positions that have heavy student contact and in loco parentis responsibility (e.g.,- teachers, administrators, paraprofessionals).

be paid by the candidate and reimbursed by the district upon receipt of negative drug test results. The district will not reimburse individuals who test positive for drugs.

Pre-employment drug testing shall be required for all school bus drivers and other district employees with commercial driver's licenses as required by the Omnibus Transportation Employee Testing Act of 1991. District required pre-employment drug testing expenses will be paid by the applicant.

Applicants who test positive will be expected to submit to a second test. Applicants who test positive a second time will not be hired.

Information the district receives regarding medical examinations and drug testing will be collected and maintained on separate forms and in separate files apart from personnel files. All such records will be kept confidential, maintained for a minimum of one year and released only in accordance with provisions of the Americans with Disabilities Act or other applicable laws.

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 657.176 ORS 659A.133

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).
Omnibus Transportation Employee Testing Act of 1991, 49 U.S.C. §§ 31301-31317; 49 C.F.R. Parts 40, 382, 391-395 (2016).
Lanier v. City of Woodburn, 518 F3d. 1147 (9th Cir. 2008).
Americans with Disabilities Act Amendments Act of 2008.

Alsea School District 7J

Code: **GBEDA**
Adopted: 7/12/10
Orig. Code: GBEDA

Drug and Alcohol Testing - Transportation Personnel

In a continuing effort to prevent accidents and injuries resulting from the use~~misuse~~ of drugs and misuse of alcohol by drivers of commercial motor vehicles, the district shall establish a drug and alcohol misuse prevention program. The district's program shall meet the requirements of the Omnibus Transportation Employee Testing Act of 1991. The district or its transportation provider shall have an in-house drug and alcohol testing program or be a member of a consortium that provides testing that meets the federal regulations, and shall annually certify this information to the Oregon Department of Education (ODE). The district or its transportation provider shall comply with the reporting and pre-employment and annual query requirements of the Federal Motor Carrier Safety Administration (FMCSA).

~~The district's program shall meet the requirements of the Omnibus Transportation Employee Testing Act of 1991.~~

The superintendent will develop administrative regulations as needed to implement the district's program including such provisions for pre-employment, reasonable suspicion, random, post-accident, return-to-duty and follow-up testing as may be necessary. The regulations will include training, education and other assistance to employees to promote a drug- and alcohol-free environment.

END OF POLICY

Legal Reference(s):

ORS 657.176
ORS 825.415
ORS 825.418

OAR 581-053-0220(3)(h)
OAR 581-053-0230(9)(t)
OAR 581-053-0420(4)(b)(B)(ii)
OAR 581-053-0430(13),(14)

OAR 581-053-0531(12),(13)
OAR 581-053-0615(2)(c)(D)(ii)
OAR 581-053-0620(1)(d)

Omnibus Transportation Employee Testing Act of 1991, 49 U.S.C. §§ 31301-31317 (2012); 49 C.F.R. Parts 40, 382, 391-395 (2019).

Alsea School District 7J

Code: **GBEDA-AR**
Adopted: 7/12/10
Orig. Code: GBEDA-AR

Drug and Alcohol Testing - Transportation Personnel

The following procedures shall govern the district's drug use and alcohol misuse prevention program:

1. Program Coordinator

   The superintendent will be designated as the district's drug use and alcohol misuse prevention program coordinator. The superintendent will coordinate the district's responsibilities and compliance efforts with the applicable provisions of the Omnibus Transportation Employee Testing Act ~~(OTETA)~~ of 1991 (OTETA). The superintendent will:

   a. Ensure that all covered employees receive written materials explaining the district's drug use and alcohol misuse prevention program requirements including:

      (1) The district policy and administrative regulations;
      (2) A contact person knowledgeable about the materials, policy, administrative regulations and the OTETA;
      (3) Categories of employees covered;
      (4) Information about the safety-sensitive functions and what period of the work day the employee is required to be in compliance. Safety-sensitive functions shall include such responsibilities as all on-duty time waiting to be dispatched, driving time, assisting or supervising loading or unloading, repairing, obtaining assistance or remaining in attendance upon a disabled vehicle. All time spent providing drug and alcohol samples, including travel time to and from the collection or testing site as needed to comply with random, reasonable suspicion, post-accident, return -to -duty or follow-up testing, will also be considered as on-duty time;
      (5) Specific information concerning prohibited conduct;
      (6) Circumstances under which employees will be tested;
      (7) Procedures used in the testing process;
      (8) The requirement that covered employees submit to drug and alcohol testing, administered in accordance with 49 C.F.R. Part 382;
      (9) Explanation of what constitutes a refusal to submit to a drug and/or alcohol test;
      (10) Consequences of violations (e.g., discipline up to and including dismissal as may be required by the district and removal from safety -sensitive functions as required by the OTETA) and notification of resources available to the driver in evaluating and resolving problems associated with the misuse of alcohol and the use of drugs including the names, addresses and telephone numbers of substance abuse professionals (SAP) and counseling and treatment programs. Such information will include the consequences for covered employees found to have a breath alcohol concentration rate of 0.02 or greater, but less than 0.04, and for those employees found to have a breath alcohol content level greater than 0.04. Minimally, no driver tested and found to have a breath alcohol concentration rate of 0.02 or greater but less than 0.04 shall be permitted to perform or

continue to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test;

(11) Information on the effects of drug use and alcohol misuse on an individual's health, work and personal life; signs and symptoms of an alcohol or drug problem (driver's or co-worker's); and available methods of intervening when such problems are suspected, including confrontation, referral to an employee assistance program as available and/or referral to the administration; and.

(12) Requirement of the district to collect, maintain and report the following information to the Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol Clearinghouse[1]:

(a) A verified positive, adulterated, or substituted drug test result;
(b) An alcohol confirmation test with a concentration of 0.04 or higher;
(c) A refusal to submit to any test required by subpart C of 49 C.F.R. Part 382;
(d) An employer's report of actual knowledge (as defined at 49 C.F.R. § 382.107) of a violation of regulations, including:

(i) On duty alcohol use;
(ii) Pre-duty alcohol use;
(iii) Alcohol use following an accident;
(iv) Controlled substance use.

(e) A SAP's report of the successful completion of the return-to-duty process;
(f) A negative return-to-duty test; and
(g) An employer's report of completion of follow-up testing.

b. Ensure that employees sign statements certifying that they have received the materials;
c. Ensure that administrators or their designee,~~supervisors~~ designated to determine reasonable suspicion, receive at least 60 minutes of drug abuse training and an additional 60 minutes of alcohol misuse training. Training will include the physical, behavioral, speech and performance indicators of probable drug use~~abuse~~ and alcohol misuse;
d. Ensure district compliance with applicable provisions of the OTETA's requirements regarding the district's management information system, retention and confidentiality of records;
e. Ensure selection of a site with appropriately trained personnel for the collection of specimens for drug testing;
f. Ensure selection of a site with a certified breath alcohol technician and evidential breath testing devices for alcohol testing;
g. Ensure selection of a laboratory certified by the Oregon~~Department of~~ Health Authority, Public Health Division ("OHA")~~and Human Services (DHHS)~~ to conduct drug specimen analysis;
h. Ensure selection of a qualified medical or osteopathic doctor to serve as a medical review officer~~Medical Review Officer~~ (MRO) to verify laboratory drug test results;
i. Ensure selection of qualified personnel to provide education and training to employees and supervisors in accordance with employee assistance program requirements as specified in the OTETA;

[1] https://clearinghouse.fmcsa.dot.gov/

j. Ensure the district's drug use and alcohol misuse prevention program is maintained in at least outline form, on file and available for inspection at the district office. The district shall maintain the following:

(1) Information on the effects and consequences of drug and alcohol use on personal health, safety and the work environment;
(2) Information on the manifestations and behavioral changes that may indicate drug and alcohol use or abuse;
~~(3) Documentation that of training given to employees and supervisory personnel;~~
~~(4) Documentation of at least 60 minutes of alcohol and at least 60 minutes of~~ drug training for all supervisory personnel has consisted of at least 60 minutes;~~.~~
~~(4)~~(3) Documentation that alcohol training for all supervisory personnel has consisted of at least 60 minutes;
~~(5)~~(4) Documentation of training given to employees.

k. Ensure the establishment of clearly defined communication procedures to include the method (e.g., mail, facsimile) and frequency (e.g., monthly, daily, weekly) as well as the authorized individuals to impart and receive information to meet the documentation and confidentiality requirements of the OTETA;
l. Ensure employee organizations receive written notice of the availability of all pertinent drug use and alcohol misuse prevention program information;~~.~~
Ensure compliance with stand-down prohibitions as set forth by the OTETA. "Stand-down" means the practice of temporarily removing an employee from the performance of safety-sensitive functions, based on a report from a laboratory to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test or a substituted test, before the MRO has completed verification of the test results. The district will not stand-down employees, except as provided by the FMCSA below:

(1) The district may seek a waiver of the prohibition against standing down an employee;
(2) Requests which include all required information will be submitted to FMCSA for approval.

2. Pre-employment and Annual Queries from, and Required Reporting to FMCSA

The district is required to conduct a pre-employment query with FMCSA on drivers who are subject to controlled substance and alcohol testing regulation, and is required to report information obtained through its controlled substance and alcohol testing program to FMCSA. All offers of employment for positions identified by the district, as required by the OTETA, will be contingent upon the results of a pre-employment query.

a. The district will obtain written or electronic consent from a driver subject to controlled substances and alcohol testing to conduct a pre-employment query with FMCSA. The consent will include consent to obtain the following information:

(1) If the driver has a verified positive, adulterated, or substituted controlled substances test result;
(2) If the driver has an alcohol confirmation test with a concentration of 0.04 or higher;
(3) If the driver has refused to submit to a test (in violation of 49 C.F.R. § 382.211); or

(4) If the driver has a report submitted by another employer on actual knowledge (as defined at 49 C.F.R. § 382.107) of a violation of regulations that included:

(a) On duty alcohol use;
(b) Pre-duty alcohol use;
(c) Alcohol use following an accident; or
(d) Controlled substance use.

The district will conduct annual queries[2] with the FMCSA on employees subject to such queries as required by law.

b. The district will report[3] to FMCSA the following personal information about a driver that is collected and maintained in connection with the district's testing program:

(1) An alcohol confirmation test with an alcohol concentration of 0.04 or greater;
(2) A refusal to submit to an alcohol test pursuant to conditions found in 49 C.F.R. § 40.261 or a refusal to drug test determination made in accordance with 49 C.F.R. § 40.191(a)(1)-(4), (a)(8)-(11) or (d)(1), but in the case of a refusal to test under (a)(11), the district may report only those admissions made to the specimen collector;
(3) A SAP's report of the successful completion of the return-to-duty process;
(4) A negative return-to-duty test; and
(5) An employer's report of completion of follow-up testing.

The report will include, as applicable:

(1) Reason for the test;
(2) Driver's name, date of birth, and CDL number and State of issuance;
(3) Employer name, address, and USDOT number;
(4) Date of the test;
(5) Date the result was reported; and
(6) Test result. The test result must be one of the following:

(a) Negative (only required for return-to-duty tests administered in accordance with law);
(b) Positive; or
(c) Refusal to take a test.

(7) An employer's report of a driver's refusal to submit[4] to alcohol or drug testing must include the following information:

(a) Documentation, including, but not limited to, electronic mail or other contemporaneous record of the time and date the driver was notified to appear at a

[2] Written consent from the driver is required. This may be a limited query when allowed. If the limited query indicates that the FMCSA contains information on the driver, the district will conduct a full query within 24 hours and must not allow driver to perform safety-sensitive functions.

[3] The district will complete such reporting to FMCSA by close of the third business day following receipt of the information.

[4] 49 C.F.R. § 40.261(a)(1) or 40.191(a)(1)

testing site; and the time, date and testing site location at which the employee was directed to appear, or an affidavit providing evidence of such notification;

(b) Documentation, including, but not limited to, electronic mail or other correspondence, or an affidavit, indicating the date the employee was terminated or resigned (if applicable); and

(c) Documentation, including a certificate of service or other evidence, showing that the employer provided the employee with all documentation reported herein.

(8) An employer's report of a violation of one of the following will occur by the close of the third business day following the date on which the employer obtains actual knowledge (as defined at 49 C.F.R. § 382.107):

(a) On duty alcohol use;
(b) Pre-duty alcohol use;
(c) Alcohol use following an accident;
(d) Controlled substance use.

This report will include the following information:

(a) Driver's name, date of birth, CDL number and State of issuance;
(b) Employer name, address, and USDOT number, if applicable;
(c) Date the employer obtained actual knowledge of the violation;
(d) Witnesses to the violation, if any, including contact information;
(e) Description of the violation;
(f) Evidence supporting each fact alleged in the description of the violation required under paragraph above in this section, which may include, but is not limited to, affidavits, photographs, video or audio recordings, employee statements (other than admissions pursuant to §382.121), correspondence, or other documentation; and
(g) A certificate of service or other evidence showing that the employer provided the employee with all information reported under paragraph above in this section.

If the district's program coordinator is the subject of the testing, the district will ensure compliance with applicable consent, testing, and reporting requirements pursuant to law.

3. Pre-employment~~Employment~~ Testing

The district shall conduct pre-employment testing as follows:

a. All offers of employment for positions as identified by Board policy and as required by the OTETA will be contingent upon drug and alcohol test results;
b. Individuals offered employment with the district and employees transferring to positions subject to the OTETA contingent on drug and alcohol testing, must provide written consent for the release of any prior employer positive drug and failed alcohol testing results, refusals to be tested, other violations of testing regulations and, with respect to any employee who violated drug and alcohol regulations, documentation of the employee's successful completion of return-to-duty requirements (including SAP evaluations and follow-up tests) within the preceding two years;
c. The district shall obtain and review such drug and alcohol information from previous employers of the past two years no later than 14 calendar days after the driver is used for the

first time. The district will provide the ~~driver's~~ written permission of the driver, for release of information, to the previous employers;

d. ~~Release of such information may be by telephone, letters or any other method that ensures confidentiality.~~ The district will maintain a written, confidential record of information obtained from another ~~each past~~ employer or the good faith efforts to obtain such information, and will maintain the same for three years from the date the driver's service began.~~contacted;~~

e. [5]Requests received by the district for release of such information to another employer must include written consent from the subject driver. Records will be released immediately in any written form (e.g., fax, email, letter) that ensures confidentiality. The district will maintain a written record and summary of information released, the date, and to whom the information was released;

f. The district must ask a driver, and will not use such~~a~~ driver, if they have a ~~with~~ positive drug test~~tests~~ or a failed alcohol test while employed with~~from~~ a previous employer~~employers~~ or who refused to test while under employment with a previous employer in the past two years unless the driver is in compliance with the SAP's treatment program and the OTETA's return-to-duty test requirements;

g. Prior to being directed by the district to a collection site for drug and alcohol testing, the applicant will be notified that the urine sample collected shall be tested for the presence of drugs and the breath or saliva sample shall be tested for the presence of alcohol;

h. Failure to report to the collection site for testing within the time frame specified by the district shall constitute a refusal to report for testing and result in immediate withdrawal~~termination~~ of the employment ~~consideration~~ or transfer offer;

i. Pre-employment drug and alcohol testing will be paid for by the employee;

j. Tests must indicate negative drug test results and a breath alcohol content level below a 0.02. Individuals who fail to meet such drug and alcohol requirements will not be hired or transferred voluntarily or involuntarily to covered positions~~by the district~~;

k. Such testing will also be required of covered employees each time an employee returns to work after a layoff period if the employee was removed from the random testing pool. As long as the employee remains in the random testing pool, additional testing or subsequent pre-employment drug and alcohol testing will not be necessary following a layoff;

l. The district will notify individuals offered employment with the district contingent on drug testing~~applicants~~ of the results of such~~the drug~~ testing upon request within 60 days of being notified of the disposition of the employment application;

m. Refusal to submit to drug and alcohol testing and/or to provide signed permission for the release of ~~information for~~ past testing information as required by the district shall result in immediate termination from employment or transfer consideration;~~.~~

n. The individual may request a screening of the split specimen at their own expense. All such requests must be received in writing by the district no later than 72 hours following notification to the applicant of the positive test results.

4. Post-accident~~Accident~~ Testing

The district shall conduct post-accident testing as follows:

a. It is the responsibility of the employee to report for post-accident drug and alcohol testing as soon as practicable following a motor vehicle accident which occurs while the employee is performing district safety -sensitive functions in which there is a fatality~~any person involved~~

[5] Pertains to requests received by the district from other employers.

~~has been fatally injured~~ or the employee receives a citation for a moving traffic violation in connection with an injury or tow-away accident:

(1) The employee will report to the designated collection site for post-accident drug and alcohol testing as soon as practicable following the occurrence of the accident;
(2) If alcohol testing has not been administered within two hours, the district shall~~will~~ prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered;
(3) If alcohol testing is not administered within eight hours, the district shall~~will~~ cease attempts to administer an alcohol test and shall state~~will prepare~~ and maintain on file a record specifying why the test was not administered;
(4) If drug testing has not been administered within 32 hours following the accident, the district will cease attempts to administer such tests and will document why the test was not administered;
(5) The employee will contact~~inform~~ the district official or designee as soon as practicable following the accident giving as much detailed information about the accident as possible (e.g., fatalities, injuries, tow-a-ways~~aways~~, traffic citations issued, etc.).

b. The district will provide employees with necessary post-accident testing information, procedures and instructions as a part of its employee training program. Additionally, written instructions to follow in the event of an accident will be provided in district vehicles as appropriate. Instructions will include locations of drug specimen collection and alcohol testing sites and telephone number~~numbers~~ of the district drug use and alcohol misuse prevention program coordinator or other district officials to contact;
c. The employee shall remain readily available for testing or may be deemed by the district to have refused to submit to testing. Such refusal is treated as if the district received an alcohol test result of 0.04 or greater or received a positive drug test. Nothing in this requirement shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care;
d. Results of a breath or blood test for the use of alcohol or a urine test for the use of drugs conducted by on-site federal, state and/or local law enforcement officials having independent authority for the test shall be considered to meet necessary requirements provided results of the test are obtained by the district and the tests conform to all applicable federal, state and/or local requirements;
e. An employee who is involved in an accident involving a fatality, injury and/or tow-away as described by the OTETA is prohibited from using alcohol for eight hours after the accident or until the employee undergoes a post-accident alcohol test, whichever occurs first.

5. Random Testing

The district shall conduct random drug and alcohol testing annually as follows:

a. Not less than 25~~50~~ percent of the average number of driver positions shall be tested for drugs and not less than 10~~25~~ percent shall be tested for alcohol in accordance with current minimum random testing requirements of the OTETA. Any unfilled, covered positions will be included as part of the total number of positions counted by the district for testing rate purposes. The district will meet minimum testing rates;

b. The testing rate may be adjusted by FMCSA~~the Federal Highway Administration~~ based on industrywide~~industry-wide~~ data;

c. The testing process shall, in fact, be random. Unless advised otherwise by their consortium, all~~All~~ employees will remain in the pool of drivers for each subsequent period, including vacations, holiday periods and summer recesses, whether or not they have been chosen for testing in the past;

d. The selection of employees for random testing shall be made by a scientifically valid method. The process selected by the district will ensure that all employees shall have an equal chance of being tested each time selections are made. The district will use the following system:

(1) Manual system:

(a) Individual, identically sized slips of paper or cards with the names or identification numbers of the covered drivers will be used;
(b) Cards will be placed into a container from which the required number will be drawn;
(c) The individual selected by the district to do the drawing will be unbiased;
(d) All names in the pool will be checked prior to the drawing to assure any necessary additions or deletions are made.

e. All such testing shall be unannounced and dates selected spread reasonably throughout the calendar year to avoid predictability and the perception that testing is "done for the year"~~-~~;"

f. Following notification of testing, selected employees shall proceed to the district ~~-~~selected collection site immediately or as soon as practicable;

g. Each employee selected for testing shall be tested during the selection period;

h. Employees shall only be tested for alcohol just before the driver is scheduled to perform ~~his/her~~ safety-sensitive functions~~function~~, during or just after performing such functions~~function~~;

i. Employees off work due to leave of absence~~leaves~~, vacation and layoff~~layoffs~~ will be informed that they remain subject to random testing. Employees drawn for such testing will be notified and tested as soon as practicable upon return to duty but no later than the next selection cycle (e.g., monthly, quarterly, etc.).

6. Reasonable Suspicion Testing

The district shall conduct reasonable suspicion drug and alcohol testing as follows:

a. The district will test covered employees when~~whenever~~ there is reasonable suspicion to believe that the employee has engaged in drug use or alcohol misuse;

b. Reasonable suspicion will be based on specific contemporaneous, articulable observations made by a trained supervisor as designated by the district, concerning appearance, behavior, speech or body odors indicative of employee use of drugs or the misuse of alcohol. Observations of drug use may include indications of chronic and withdrawal effects of drugs and noticeable degradation of job performance that may be associated with the use of drugs;

c. Hearsay or secondhand~~second hand~~ information is not sufficient to require an employee to submit to testing;

d. Alcohol testing may be authorized only if observations resulting in reasonable suspicion are made during, just preceding or just after the period of the workday~~work day~~ that the employee

is required to be in compliance with this policy, administrative regulations and applicable OTETA~~the~~ provisions ~~of the OTETA~~;

e. A written record shall be made of the observations leading to a reasonable suspicion drug test and signed by the administrator or designee~~supervisor~~ authorized to make such observations within 24 hours of the observed behavior or before the results of the drug test are released, whichever is earlier;

f. The district will ensure that the employee under reasonable suspicion is transported to the designated collection or testing site.

7. Referrals, Evaluation and Treatment

The district shall provide information related to referrals, evaluation and treatment as follows:

a. The district shall advise covered employees, who violate the drug and alcohol prohibitions, of referral services available for evaluating and resolving problems associated with the use of drugs and the misuse of alcohol. Such information will include the names, addresses and telephone numbers of SAPs~~SAP's~~ and counseling and treatment programs;

b. An employee who engages in such prohibited conduct shall be evaluated by a SAP;

c. The SAP will determine what assistance if any the employee needs in resolving problems associated with drug use and alcohol misuse;

d. This requirement applies only to current employees and not to job applicants who refuse testing or who test positive for drugs ~~and/or alcohol~~;

e. This requirement shall not be interpreted to require the district to provide or pay for any rehabilitation costs or to hold a job open for an employee with or without salary;

f. SAPs~~SAP's~~, as referred to in these administrative regulations, means:

(1) Licensed physicians with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related disorders;

(2) Licensed or certified psychologists, social workers or employee assistance professionals with like knowledge; and

(3) Alcohol and drug abuse counselors certified by the ~~National~~ Association for Addiction Professionals (~~of Alcoholism and Drug Abuse Counselors ("~~NAADAC).~~").~~ This does not include state-certified counselors.

8. Return -to -Duty Testing

Employees, if they continue employment and before they return to duty, shall comply with the following:

a. When~~ever~~ an employee has previously tested greater than or equal to 0.04~~positive~~ for alcohol ~~misuse~~, the employee must retest~~re-test~~ (return-to-duty test) with an alcohol concentration of less than 0.02;

b. When~~ever~~ an employee has previously tested positive for drug use, the employee must retest~~re-test~~ (return-to-duty test) with a verified negative test result.

9. Follow-up Testing

Employees, if they continue employment, shall comply with the following:

a. Follow-up testing will be conducted whenever a SAP determines that an employee is in need of resolving problems associated with drug use and/or alcohol misuse;
b. Follow-up alcohol testing will be conducted only when the employee is performing safety-sensitive functions, just before or just after the driver has performed safety-sensitive functions;
c. Follow-up drug and alcohol testing will be unannounced[6];
d. The number and frequency of such tests shall be determined by the SAP. Minimally, there shall be:

(1) At least 6 unannounced~~six~~ tests in the first 12 months following the driver's return to duty;
(2) Testing shall not exceed 60 months from the date of the employee's return to duty. The SAP, however, may terminate the follow-up testing at any time after the first six tests if the SAP~~he/she~~ determines the testing is no longer needed.

10. Drug and Alcohol Testing Procedures

The district, in cooperation with contracted collection and testing facilities, shall maintain drug and alcohol testing procedures as follows:

a. Drugs

(1) The applicant or employee reports to the district-designated collection site and provides positive identification (e.g., photo ID);~~;~~
(2) A urine sample for drug testing is provided. A "split specimen" (two~~sample" (second~~ urine specimen bottles) is prepared from the urine sample~~collected~~;
(3) Following completion of a chain-of-custody form, both specimen bottles are forwarded to the OHA~~DHHS~~ certified laboratory for analysis. The split~~second~~ specimen is stored at the laboratory for later testing as may be necessary. Initial testing is performed only on one specimen bottle;
(4) Testing results are reported to the district-selected MRO by mail or electronic transmission. Results may not be given over the phone;
(5) The MRO will verify ~~both~~ negative and positive testing results;
(6) The MRO will report the verified negative testing results to the district;
(7) The MRO will report verified positive testing results to the applicant or employee, discuss the type of illegal substance found and determine whether there is any valid medical reason for the positive testing results;
(8) A verified valid medical reason for a positive test~~testing~~ result will be reported as a negative test~~testing~~ result to the district;
(9) If no legitimate medical reason exists for positive drug testing, the MRO will report a confirmed~~verified~~ positive test result~~testing~~ and identity of the substance(s) to the district;
(10) The employee or applicant may request within 72 hours of a positive test notice that the split~~second~~ specimen (second bottle)~~sample~~ be screened~~tested~~. Such screening~~re-testing~~ costs will be paid for by the employee;
(11) Unlike the original specimen analyzed for specific levels of controlled substances, the ~~second or~~ split specimen~~sample~~ is analyzed only for the presence of drugs;

[6] A follow-up test shall not also serve as a random test, and vice versa.

(12) The MRO will report results of the second screening~~re-testing~~ to the employee and the district;
(13) The MRO will meet all the OTETA requirements including review of chain-of-custody control form, administrative processing of negative test~~testing~~ results, verification of positive testing results, report to the FMCSA, and maintenance of confidentiality requirements as may be applicable;
(14) Detailed drug testing procedures may be obtained by contacting the district's drug use and alcohol misuse prevention coordinator or designee.

b. Alcohol

(1) The employee reports to the district -designated testing site and provides positive identification;
(2) Under the alcohol testing rule, an alcohol test result will be considered failing~~positive~~ even if over-the-counter or legally prescribed medication is involved;
(3) All alcohol screening tests will be conducted by:

(a) A certified breath alcohol technician using evidential breath testing devices; or
(b) A trained saliva testing technician using non-evidential devices.

(4) Testing may be conducted at an OHA~~a DHHS~~ certified laboratory or other location including mobile facilities equipped for such testing as may meet the requirements of the OTETA;
(5) District supervisors should generally not be used as a breath alcohol or screening test~~saliva testing~~ technician for covered employees. Under certain circumstances, a properly trained district supervisor may conduct such testing in the absence of another technician;
(6) The employee submits to breath or saliva testing;
(7) If the result of the testing indicates an alcohol concentration rate of 0.02 or greater, a confirmation breath test is administered after at least 15 minutes, but no longer than 30 minutes, after the initial testing. All confirmation tests will be conducted using evidential breath testing devices;
(8) The ~~breath alcohol~~ technician will report any invalid tests ~~in which the initial positive test and the confirmation test do not match~~, confirmed failing~~positive~~ and passing~~negative~~ results to the district;
(9) Employee refusal to sign forms as required (i.e., Step 2 on the Alcohol Testing Form) shall be considered as refusal to be tested;
(10) The breath alcohol or screening test ~~saliva testing~~ technician will meet all OTETA requirements including such testing procedures, ~~Breath~~ Alcohol Testing Form~~form~~ and confidentiality requirements as may be required;
(11) Detailed alcohol testing procedures may be obtained by contacting the district's drug use and alcohol misuse prevention program coordinator or designee.

11. Positive Test Result

When the MRO determines a positive test result is valid, the MRO will report the finding to the Oregon Department of Transportation (ODOT) and the Oregon Department of Education. The person who is the subject of the test results will be notified by ODOT that the person has a right to a hearing to determine whether the test results reported will be placed in the employee's employment driving record.

12. Record Keeping~~Recordkeeping~~/Record Reporting

The district shall maintain records of its drug use and alcohol misuse prevention program as follows:

a. Records related to the collection process:

(1) Collection logbook, if used;
(2) Documents relating to the random selection process;
(3) Documents generated in connection with decisions to administer reasonable suspicion drug or alcohol testing;
(4) Documents generated in connection with decisions on post-accident testing;
(5) Documents verifying the existence of an explanation of the inability of an employee to provide adequate breath or to provide a urine specimen for testing;
(6) An annual calendar year report summarizing results of the district's drug use and alcohol misuse prevention program will be prepared and maintained when requested by ~~the~~ FMCSA as part of an inspection, investigation, special study or for statistical purposes;~~.~~
(7) Calibration documentation for evidential breath testing devices;
(8) Documentation of breath alcohol or screening test technician training while the individual performs the functions which require the training.

b. Records related to each query:

(1) Documents related to consent of any query;
(2) Documents related to information received for a pre-employment or annual query;
(3) Documents related to meeting reporting requirements.

c. Records related to pre-employment verification with a driver's previous employer;
d. Records related to a driver's test results, including:

(1) The district's copy of the alcohol testing~~test~~ form, including the test results;
(2) The district's copy of the controlled substance test ~~chain of~~ custody and control form;
(3) Documents sent by the MRO to the district;
(4) Documents related to the refusal of any employee to submit to drug and/or alcohol testing;
(5) Documents presented by a driver to dispute the results of a drug and/or alcohol test administered in connection with the requirements of the OTETA.

e. Records related to evaluations as follows:

(1) Records pertaining to a determination by a SAP concerning an~~his/her~~ evaluation of ~~a~~ covered employees' need~~employee who tested positive~~ for assistance~~drugs, or failed an alcohol test or refused to test~~;
(2) Records concerning a driver's compliance with recommendations of the SAP~~substance abuse professional~~.

f. Records related to education and training as follows:

(1) Materials on drug use awareness and alcohol misuse including a copy of the district's policy and administrative regulations on drug use and alcohol misuse and related information;

(2) Driver's signed receipt of education materials;
(3) Documentation of training provided to supervisors for the purpose of qualifying the supervisors to make a determination concerning the need for drug and/or alcohol testing based on reasonable suspicion;
(4) Certification that any training conducted in compliance with the OTETA meets all pertinent requirements for such training.

g. Records related to alcohol and drug testing as follows:

(1) Agreements with collection site facilities, laboratories, MROs and consortia (includes breath alcohol technicians, screening test technicians and third party providers), as applicable;~~as applicable;~~
(2) Names and positions of officials and their role in the district's drug and alcohol testing program(s);
(3) Semiannual laboratory statistical summaries of urinalysis as required by the OTETA and as reported by the laboratory. The district will document laboratory failures to provide statistical summaries and any district follow-up efforts to obtain such reports.

h. Records will be retained by the district as follows:

(1) Five Years~~years~~:

(a) Records of employee alcohol -testing results with results indicating an alcohol concentration of 0.02 or greater;
(b) Records of verified positive drug testing results;
(c) Documentation of refusals to take required drug and/or alcohol tests;
~~(d) Drug testing custody and control forms;~~
~~(e)~~(d) Employee evaluation and referrals;
~~(f)~~(e) Testing program records including violations;
~~(g)~~(f) A copy of each annual calendar year report summary;
~~(h)~~(g) Equipment calibration documentation when required (See 12. a. (7)).

(2) Three Years:

(a) Records related to each query and all information received in response to each query. Documentation of a consent will be retained for three years from the date of the last query.
(b) Pre-employment records obtained, or good faith efforts to obtain, from a previous employer about a driver.

(3) Two Years:

Records related to the drug and alcohol collection process (except calibration of evidential breath testing devices).~~) and training.~~
(4) One Year:

Records of negative and cancelled drug -testing results and alcohol test results with a concentration of less than 0.02.

(5) Indefinite Period:

Records related to the education and training of breath alcohol technicians, screening test technicians, supervisors and drivers shall be maintained by the district while the individual performs the functions which require training and for two years after ceasing to perform those functions.

i. Records will be maintained in a secure location with controlled access to ensure confidentiality requirements are met as follows:

(1) Drug use and alcohol misuse prevention program records will be maintained at the district office. Records relating to individual employee drug and/or alcohol testing, evaluation and treatment will be maintained separately from the employee's personnel file;
(2) Employees are entitled upon written request to obtain copies;
(3) The district may disclose information in connection with employee benefit proceedings, Department of Transportation agency action against an employee or~~of~~ National Transportation Safety Board safety investigations;
(4) The district shall disclose such information[7] to subsequent employers upon written request from the employee (in accordance with 49 C.F.R. § 382.413);
(5) The district will provide access to any drug and alcohol collection and/or testing facility records maintained by the district as described by the OTETA (i.e., those federal agencies, state and local officials who have regulatory authority over the district's covered employees).

[7] Information that must be disclosed to subsequent employers upon receipt of proper authorization form/release signed by the employer's ex-driver: (a) Failed alcohol tests (breath alcohol content of 0.04 or greater); (b) Verified positive drug test; (c) Refusals to test.

Alsea School District 7J

Code: **GBG**
Adopted: 11/18/15
Orig. Code: GBG

Staff Participation in Political Activities

Employees may exercise their right to participate fully in affairs of public interest on a local, county, state and national level on the same basis as any community member~~citizen~~ in a comparable position in public or private employment and within the law.

All district employees are privileged within the limitations imposed by state and federal laws and regulations to choose any side of a particular issue and to support their viewpoints as they desire by vote, discussion or persuading others. Such discussion and persuasion, however, will not be carried on during the performance of district~~school~~ duties, except in open discussion during classroom lessons that consider various~~all~~ candidates for a particular office or various sides~~any side~~ of a particular political or civil issue.

On all controversial issues, employees must designate that the viewpoints they represent on the issues are personal and are not to be interpreted as the district's official viewpoint.

~~If a teacher only presents a particular viewpoint during any lesson, the teacher shall make a good faith attempt to provide and/or present opposing view(s). The teacher can expect assistance from the superintendent.~~

No employee will use district facilities, equipment or supplies in connection with political activities~~campaigning~~, nor will they~~he/she~~ use any time during the work~~working~~ day for such political activities~~campaign purposes~~.

END OF POLICY

Legal Reference(s):

ORS Chapter 244 ORS 260.432

OR. CONST., art. XV, § 8.

Alsea School District 7J

Code: **GBH/JECAC**
Adopted: 5/13/21
Orig. Code: GBH/JECAC

Staff/Student/Parent Relations**

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

1. Receiving and inspecting their student's education records and consulting with school staff concerning the student's welfare and education, to the same extent as provided the parent having sole custody;

2. Authorizing emergency medical, dental, psychological, psychiatric or other health care for the student if the custodial parent is, for practical reasons, unavailable.

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

In the case of joint custody, the district will adhere to all conditions specified and ordered by the court.

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

END OF POLICY

Legal Reference(s):

ORS 107.101
ORS 107.102
ORS 107.106
ORS 107.154
ORS 109.056
ORS 163.245 - 163.257

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2012); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2017).
Protection of Pupil Rights, 20 U.S.C. § 1232h (2012); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2017).

Alsea School District 7J

Code: **GBHA**
Adopted: 11/18/15
Orig. Code: GBHA

DELETE

Parental/Family Relationship**

In determining whether a person is acting in a parental relationship to a student, the district shall examine the facts and circumstances of each case.

Reasonable requests for relevant information from students or persons appearing to be in a supervisory role of a student may be made.

Characteristics that describe a parental relationship would include:

1. Whether the person has physical custody and control of the student;
2. Whether the person supplies the student with food, clothing, shelter or other incidental necessities;
3. Whether the person provides the child with care, education and discipline;
4. Whether the person may authorize ordinary medical, dental, psychiatric, psychological, hygienic or other remedial care and treatment for the student and, in an emergency where the student's safety appears to urgently require it, whether the person may authorize surgery or other extraordinary care.

END OF POLICY

DELETE

Legal Reference(s):

ORS 329.145 ORS 339.133 ORS 419B.373

DELETE

Alsea School District 7J

Code: **GBI**
Adopted: 11/18/15
Orig. Code: GBI

Gifts and Solicitations

Students~~Teachers~~ and their parents shall be discouraged from giving gifts to district~~other~~ employees. ~~will not accept items of material value from students.~~ The Board welcomes, as appropriate, the writing of letters by students to staff members expressing gratitude and appreciation.

~~Material value is defined as $50 from a single source in a single year.~~

Individual employees will refrain from giving gifts[1] to staff members who exercise any direct or indirect administrative or supervisory jurisdiction over them. Collecting money for group gifts is discouraged except in special circumstances such as bereavement, serious illness or ~~for~~ retirement gifts. Staff-initiated "sunshine funds" are exempt from this policy.

No staff member may solicit funds in the name of the school or district through the use of, including but not limited to, internet-based or crowd-funding types of fund raising, without the approval of the superintendent.

Individual employees need to be accountable for maintaining integrity and avoid accepting anything of value offered by another for the purpose of influencing their professional judgment.

All employees are prohibited from accepting items of material value from companies or organizations doing business with the district. "Material value" is defined as $50 from a single source in a single year.

No organization may solicit funds from staff members within the schools, nor may anyone distribute flyers or other materials related to fund drives through the schools without the superintendent's approval. Staff members may not be made responsible~~,~~ or assume responsibility~~,~~ for collecting money or distributing any fund-drive literature within the schools without the superintendent's approval.

The soliciting of staff by sales people, other staff or agents during on-duty hours is prohibited. Any solicitation should be reported at once to the principal or supervisor. Advertising is not allowed in the building without the superintendent's approval.

END OF POLICY

Legal Reference(s):

[1] "Gift" means something of economic value given to a public official or the public official's relative or household member without valuable consideration of equivalent value, including the full or partial forgiveness of indebtedness, which is not extended to others who are not public officials or the relatives or household members of public officials on the same terms and conditions; and something of economic value given to a public official or the public official's relative for valuable consideration less than that required from others who are not public officials. See ORS Chapter 244 for gift definition exceptions.

ORS 244.010 to -244.400 ORS 339.880	OAR 584-020-0000 to -0045 OAR 199-005-0005 to -199-020-0020

Alsea School District 7J

Code: **GBEB/JHCC-AR**
Revised/Reviewed: 7/12/16
Orig. Code(s): GBEB/JHCC-AR

Communicable Diseases

(Version 1)

(see updated version)

In accordance with state law, rule and health authority communicable disease guidelines, procedures, as established below, will be followed:

School Restrictable/School Reportable Diseases

1. Restrictable diseases are communicable diseases which occur in a setting where predictable and/or serious consequences may occur to the public. School restrictable diseases are defined as a disease which can be readily transmitted in a school setting and to which students and/or employees in a school may be particularly susceptible;

2. A district employee who is diagnosed to have a school restrictable disease shall not engage in any occupation which involves contact with students as long as the disease is in a communicable stage;

3. A student who is diagnosed to have a school restrictable disease shall not attend school as long as the disease is in a communicable stage. These restrictions are removed by the written statement of the local health officer or designee or a licensed physician (with the concurrence of the local health officer) that the disease is no longer communicable to others in the school setting. For those diseases indicated by an asterisk (*) the restriction may be removed by a school nurse. For pediculosis, or head lice (indicated by a double asterisk) (**), the restriction may be removed after the parent provides a signed statement that a recognized treatment has been initiated. School restrictable diseases include, but are not limited to:

   a. Chicken pox*;
   b. Cholera;
   c. Diphtheria;
   d. Measles;
   e. Meningococcal disease;
   f. Mumps*;
   g. Pediculosis** (head lice);
   h. Pertussis (whooping cough);
   i. Plague;
   j. Rubella (German measles);
   k. Scabies*;
   l. Staphylococcal skin infections*;
   m. Streptococcal infections*;
   n. Tuberculosis;
   o. Pandemic flu.

   The school administrator may, when he/she has reasonable cause to believe the student has a school restrictable disease, exclude that student from attendance until a physician, public health nurse or school nurse certifies that the student is not infectious to others;

4. The local health officer or designee may allow students and employees with diseases in a communicable stage to continue to attend and to work in a school when measures have been taken to prevent the transmission of the disease;

5. More stringent rules for exclusion from school may be adopted by the local health department or by the district through Board-adopted policy;

6. A disease may not be considered to be a school restrictable disease unless it is listed in section 3. above, in accordance with OAR 333-019-0015 (2), it has been designated to be a school restrictable disease through Board policy or the local health administrator determines that it presents a significant public health risk in the school setting;

7. When a person is diagnosed as having diphtheria, measles, pertussis (whooping cough) or rubella (German measles), the local health officer may exclude from any school in his/her jurisdiction any student or employee who is susceptible to that disease.

8. The district's emergency preparedness plan shall address the districts plan with respect to a declared public health emergency at the local or state level.

Notification

1. Any staff member who has reason to suspect that a student is infected with a reportable, but not school restrictable disease shall so inform the school administrator. All employees shall comply with all reporting measures adopted by the district and with all rules set forth by Oregon Department of Human Services, Health Services, and county health department.

2. Employees have a responsibility to report to the district when infected with a school restrictable communicable disease unless stated otherwise by law.

3. In the event a school administrator is informed that a staff member or student may have a reportable disease, he/she will seek confirmation and assistance from the local health department to determine the appropriate district response. Reportable diseases include, but are not limited to:

    a. Acquired immunodeficiency syndrome (AIDS);
    b. Amebiasis;
    c. Anthrax;
    d. Botulism;
    e. Brucellosis;
    f. Campylobacteriosis;
    g. Chancroid;
    h. Chlamydia trachomatis infection of the genital tract;
    i. Cholera;
    j. Cryptosporidiosis;
    k. Diphtheria;
    l. Escherichia coli 0157-caused illness;
    m. Food-borne illness;
    n. Giardiasis;
    o. Gonococcal infections;
    p. Haemophilus influenzae-caused invasive disease;
    q. Hemolytic uremic syndrome;
    r. Hepatitis (A; B; non-A, non-B and delta);
    s. HIV infection*;
    t. Leprosy;
    u. Leptospirosis;
    v. Listeriosis;
    w. Lyme disease;
    x. Lymphogranuloma venereum;

y. Malaria;
z. Measles (Rubeola);
aa. Meningococcal disease;
bb. Pelvic inflammatory disease, acute, nongonococcal;
cc. Pertussis;
dd. Plague;
ee. Poliomyelitis;
ff. Psittacosis;
gg. Q fever;
hh. Rabies (human and animal cases);
ii. Rocky Mountain spotted fever;
jj. Rubella (including congenital rubella syndrome);
kk. Salmonellosis (including typhoid fever);
ll. Shigellosis;
mm. Syphilis;
nn. Tetanus;
oo. Trichinosis;
pp. Tuberculosis;
qq. Tularemia;
rr. Yersiniosis.

* Does not apply to anonymous HIV testing.

4. With consultation and direction from the district's school nurse or appropriate health authorities, the school administrator or designee shall determine which other persons may be informed of the infectious nature of the individual student or employee within guidelines provided in statute.

Education

1. The school administrator or designee shall seek information from the district's school nurse or other appropriate health officials regarding the health needs/hazards of all students and the educational needs of the infected student.

2. The school administrator or designee shall, utilizing information obtained in section 1. above, determine an educational program for the infected student and implement same in an appropriate (regular or alternative) setting.

3. The school administrator or designee shall, from time-to-time, review the appropriateness of the educational program and the setting of each individual student.

Equipment and Training

1. The school administrator or designee shall, on a case-by-case basis, determine what equipment and/or supplies are necessary in a particular classroom or other setting in order to prevent disease transmission.

2. The school administrator or designee shall consult with the district's school nurse or other appropriate health officials as to whether it is necessary to provide special training in the methods of protection from such communicable disease.

All district personnel will be instructed annually by the school health nurse to use the proper precautions pertaining to blood and body fluid exposure.

Alsea School District 7J

Code: **GBEBA**
Adopted: 5/13/21
Orig. Code: GBEBA

Staff - HIV, AIDS and HBV

The district will ~~adhere~~ strictly adhere in its policies and procedures, to Oregon law and Oregon Administrative Rules as they relate to staff infected with HIV, AIDS, or HBV[1].

The district recognizes a staff member has no obligation under any circumstance to report a condition to the district, and the staff member has a right to continue working.

If the staff member reports a condition to the district, strict adherence to written guidelines outlined by the staff member shall be followed.

These guidelines shall identify who may have the information, who will give the information, how the information will be given, and where and when the information will be given. All such information will be held in confidence in accordance with Oregon law.

Accommodations for a staff member infected with HIV, AIDS, or HBV shall be the same as with any other illness.

END OF POLICY

Legal Reference(s):

ORS 243.650
ORS 342.850(8)
ORS 433.008
ORS 433.045
ORS 433.260

OAR 333-017-0000
OAR 333-018-0000
OAR 333-018-0005
OAR 581-022-2220

[1] HIV - Human Immunodeficiency Virus; AIDS - Acquired Immune Deficiency Syndrome; HBV - Hepatitis B Virus.

Alsea School District 7J

Code: **GBEBAA/JHCCBA/EBBAB**
Adopted: 7/12/16
Orig. Code: GBEBAA/JHCCBA/EBBAB

HBV/Bloodborne Pathogens

(this is in section E only)
The Board recognizes that staff/students incur some risk of infection and illness each time they are exposed to blood or other potentially infectious materials. While the risk to staff/students of exposure to body fluids due to casual contact with individuals in the school environment is very low, the Board regards any such risk as serious.

Consequently, the Board directs adherence to standard precautions. Standard precautions require that staff and students approach infection control as if all direct contact with human blood and body fluids is known to be infectious for HIV, HBV and/or other bloodborne pathogens[1].

In order to reduce the risk to staff/students by minimizing or eliminating staff exposure incidents to bloodborne pathogens, the Board directs the superintendent to develop and implement an Exposure Control Plan. The plan shall be reviewed and updated at least annually and when necessary to reflect new or modified tasks and procedures which affect occupational exposure and to reflect new or revised employee positions with occupational exposure. The review and update shall also:

1. Reflect changes in technology that eliminate or reduce exposure to bloodborne pathogens;

2. Annually, document consideration and implementation of appropriate commercially available and effective safer medical devices designed to eliminate or minimize occupational exposure.

The plan shall include training followed by an offer of immunization with Hepatitis B vaccine and vaccination series for all staff who are required to provide first aid to students and/or for all staff who have occupational exposure as determined by the district. Training shall be provided at the time of initial assignment to tasks where occupational exposure may take place and at least annually thereafter. Personal protective equipment appropriate to job tasks shall be provided by the district. A postexposure evaluation and follow-up shall be made available to any employee sustaining an occupational exposure.

The district recognizes that, as required by OAR 437-002-1030, employees who use medical sharps in the performance of their duties (e.g., administering injectable medicines to students, such as epinephrine and glucagon) must, at least annually, be provided with the opportunity to identify, evaluate and select engineering and work practice controls (e.g., sharps disposal containers, self-sheathing needles, safer medical devices, such as sharps with engineered sharps injury protections and needleless systems). The district will implement such work practice controls, as appropriate.

Documentation, including a sharps injury log, will be maintained as required by OAR 437-002-1035 and 437-002-1030(3).

[1] Bloodborne pathogens - pathogenic microorganisms that are present in human blood and can cause disease in humans. These include, but are not limited to, Hepatitis B virus (HBV) and Human Immunodeficiency Virus (HIV).

END OF POLICY

Legal Reference(s):

OAR 333-022-0415
OAR 437-002-0360
OAR 437-002-0377
OAR 437-002-1030
OAR 437-002-1035

Occupational Safety and Health Standards, Bloodborne Pathogens, 29 C.F.R. §1910.1030.

DELETE

Alsea School District 7J

Code: GBI-AR
Revised/Reviewed:

Internet-Based, Crowd Funding Solicitation

All district or school internet-based, crowd funding or other similar types of monetary solicitation shall be in compliance with all district fund-raising policies, requiring preapproval from the superintendent.

The superintendent shall monitor the internet-based and/or crowd-funding site to ensure that no student information is disclosed improperly and no images are used without permission.

The superintendent shall ensure that the internet-based and/or crowd-funding site is legitimate, and that the terms of the site are being followed.

All technology requests for funding shall follow appropriate policies and use guidelines.

All district or school funding will be on the district's system.

All technology purchases or request for purchase will be approved by the superintendent.

All non-monetary items obtained become property of the district and all inventory procedures apply.

All monetary donations shall be recorded in the proper school or district fund. No school or district banking information shall be given out. A check will be requested to be mailed to the district in the name of the district and not to the individual.

A file will be maintained by the superintendent that documents the superintendent approval, details of the project, a print out of the website, copies of all agreements and permission forms, copies of any checks of monetary donation received as well as the inventory listing non-monetary donations.

PROPOSED

Alsea School District 7J

Code: **GBK/JFCG/KGC**
Adopted: 7/12/16
Orig. Code: GBK/JFCG/KGC

Prohibited Use, Possession, Distribution or Sale of Tobacco Products and Inhalant Delivery Systems

(Version 1)

(see updated version)

It is the district's obligation to protect the health, welfare and safety of students. To be consistent with Oregon law and district curriculum, student possession, use, distribution or sale of tobacco products or inhalant delivery systems in any form on district premises, at school-sponsored activities, on or off district premises, on all district grounds, including parking lots, in district-owned, rented or leased vehicles or otherwise, or while a student is under the jurisdiction of the school is prohibited.

The use, distribution or sale of tobacco products or inhalant delivery systems by staff and all others is prohibited on district premises, in any building or facility, on district grounds, including parking lots, in any vehicle owned, leased, rented or chartered by the district, school or public charter school and at all school-sponsored activities.

For the purpose of this policy, "tobacco products" is defined to include, but not limited to, any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette, and any other smoking product, spit tobacco, also known as smokeless, dip, chew or snuff in any form. This does not include USFDA-approved tobacco products or other therapy products used for the purpose of cessation.

For the purpose of this policy, "inhalant delivery system" means a device that can be used to deliver nicotine or cannabinoids in the form of a vapor or aerosol to a person inhaling from the device; or a component of a device or a substance in any form sold for the purpose of being vaporized or aerosolized by a device, whether the component or substance is sold or not sold separately. This does not include USFDA-approved tobacco products or other therapy products marked and sold solely for the approved purpose.

Violation of this policy will lead to appropriate disciplinary action up to and including expulsion for students. When considering disciplinary action for a student with disabilities, the district must follow the requirements of Board policy JGDA/JGEA - Discipline of Students with a Disability, including those involving functional behavioral assessment, change of placement, manifestation determination, and an interim alternative educational setting. Community or school service may be required. A referral to law enforcement may be made. Parents will be notified of all violations involving their student and subsequent action taken by the school. Information about cessation support and/or tobacco education programs and how students can access these programs will be provided. At the discretion of the principal, attendance and completion of such programs, or successful completion of a behavior modification plan, may be allowed as a substitute for, or as part of student discipline.

Violation of this policy by nonstudents may result in the individuals removal from district property. The district reserves the right to restrict access to district property by individuals who are repeat offenders.

This policy shall be enforced at all times. The superintendent will develop administrative regulations as needed to implement this policy.

END OF POLICY

Legal Reference(s):

ORS 167.400
ORS 332.107
ORS 336.222
ORS 336.227
ORS 339.240
ORS 339.250
ORS 339.883
ORS 431.840
ORS 433.835 to- 433.990

OAR 581-021-0050 to -0075
OAR 581-021-0110
OAR 581-022-0413
OAR 581-053-0230(9)(s)
OAR 581-053-0330(1)(m)
OAR 581-053-0430(12)
OAR 581-053-0531(11)
OAR 581-053-0630

Pro-Children Act of 1994, 20 U.S.C. §§ 6081-6084 (2006).

DELETE

Alsea School District 7J

Code: GBK/KGC
Adopted:

Prohibited Use, Distribution or Sale of Tobacco Products and Inhalant Delivery Systems
(Version 2)

To be consistent with Oregon law, the use, distribution or sale of tobacco products or inhalant delivery systems by staff and all others is prohibited on district premises, in any building or facility, on district grounds, including parking lots, in any vehicle owned, leased, rented or chartered by the district, school or public charter school and at all district- or school-sponsored activities.

For the purpose of this policy, "tobacco products" is defined to include, but not limited to, any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette, and any other smoking product, spit tobacco, also known as smokeless, dip, chew or snuff in any form. This does not include products that are USFDA-approved for sale as a tobacco cessation product or for any other therapeutic purpose, if marketed and sold solely for the approved purpose.

For the purpose of this policy, "inhalant delivery system" means a device that can be used to deliver nicotine or cannabinoids in the form of a vapor or aerosol to a person inhaling from the device; or a component of a device or a substance in any form sold for the purpose of being vaporized or aerosolized by a device, whether the component or substance is sold or not sold separately. This does not include products that are USFDA-approved for sale as a tobacco cessation product or for any other therapeutic purpose, if marketed and sold solely for the approved purpose.

Violation of this policy by staff may result in discipline up to and including dismissal.

Violation of this policy by the public may result in the individuals removal from district property. The district reserves the right to restrict access to district property by individuals who are repeat offenders.

This policy shall be enforced at all times.

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 336.227
ORS 339.883
ORS 431A.175
ORS 433.835 to -433.990
OAR 581-021-0110
OAR 581-053-0230(9)(s)
OAR 581-053-0330(1)(m)
OAR 581-053-0430(12)
OAR 581-053-0531(11)

Pro-Children Act of 1994, 20 U.S.C. §§ 6081-6084 (2012).

Alsea School District 7J

Code: **GBL**
Adopted: 11/18/15
Orig. Code: GBL

Personnel Records

An official personnel file will be established for each person employed by the district. Personnel~~Such~~ files will be maintained in a central location.

All records containing employee medical condition information such as workers' compensation reports and release or ~~/~~permission to return to work forms will be kept confidential, in a separate file from personnel records. Such records will be released only in accordance with the requirements of the Americans with Disabilities Act or other applicable law.

The superintendent will be responsible for establishing procedures~~regulations~~ regarding the control, use, safety and maintenance of all personnel records. Employees will be given a copy of evaluations, complaints and written disciplinary actions ~~to be~~ placed in their personnel file. All charges resulting in disciplinary action shall be considered a permanent part of a~~the~~ teacher's personnel file and shall not be removed for any reason. Employees may submit a written response to any materials placed in their personnel file.

Except as provided below, or required by law, district employees'[1] personnel records will be available for use and inspection only by the following:

1. The individual employee. An employee ~~or designee~~ may arrange with the personnel office to inspect the contents of their~~his/her~~ personnel file on any day the personnel office is open for business;

2. Others designated ~~in writing~~ by the employee in writing may arrange to inspect the contents of the employee's personnel file in the same manner described above;

3. The comptroller or auditor, when such inspection is pertinent to carrying out their~~his/her~~ respective duties, or as otherwise specifically authorized by the Board. Information so obtained will be kept confidential. No files will be removed from their central location for personal inspection;

4. A Board member when specifically authorized by the Board. Information will be kept confidential. No files will be removed from their central location for personal inspection;

5. The superintendent and members of the central administrative staff designated by the superintendent;

6. District administrators and supervisors who currently or prospectively supervise the employee;

7. Employees of the personnel office;

8. Attorneys for the district or the district's designated representative on matters of district business;~~.~~

[1] Includes former employees.

9. Upon receiving a request from a prospective employer issued under Oregon Revised Statute (ORS) 339.374(1)(b), the district, pursuant to ORS 339.378(1), shall disclose the requested information if it has or has had an employment relationship with a person who is the subject of the request, no later than 20 days after receiving such request. The records created by the district pursuant to ORS 339.388(8)(c) are confidential and are not public records as defined in ORS 192.311. The district may use the record as a basis for providing the information required to be disclosed about an employee under ORS 339.378(1);

~~10. The disciplinary records[2] of a district employee convicted of a crime listed in ORS 342.143 are not exempt from disclosure under ORS 192.501 or 192.502 and shall be released to any person upon request. Prior to the release of disciplinary records, the district shall remove any personally identifiable information from the record that would disclose the identity of a child, a crime victim or a district employee who is not the subject of the disciplinary record.~~

~~11.~~10. ~~{Level1}~~Upon request from a law enforcement agency, the Oregon Department of Human Services, ~~or~~ the Teacher~~Teachers~~ Standards and Practices Commission, or the Oregon Department of Education, in conducting an investigation related to~~a district shall provide the records of investigations of~~ suspected ~~child~~ abuse or suspected sexual conduct, to the extent allowable by state and federal law, including laws protecting a person from self-incrimination;

~~12.~~11. Upon request from a prospective employer or ~~by~~ a former employee, authorized district officials may disclose information about a former employee's job performance to a prospective employer and such disclosure is presumed to be in good faith. Presumption of good faith is rebutted by showing the information disclosed was knowingly false or deliberately misleading, was rendered with malicious purpose or violated any civil right of the former~~district~~ employee protected under ORS 659 or ORS 659A.

The superintendent may permit persons other than those specified above to use and to inspect personnel~~employee~~ records when, in their~~his/her~~ opinion, the person requesting access has a legitimate official purpose. The superintendent will determine in each case, the appropriateness and extent of such access.

Release of personnel records to parties other than those ~~authorized to inspect them will be only upon receipt of a court order.~~ listed above, will be in line with Board policy KBA - Public Records.

END OF POLICY

Legal Reference(s):

ORS 30.178
ORS 339.370 – 339.374
ORS 339.378
ORS 339.388
ORS 342.143
ORS 342.850
ORS 652.750
ORS Chapter 659
ORS Chapter 659A
OAR 581-022-2405

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[2] ~~Disciplinary records is defined as records related to a personnel discipline action or materials or documents supporting that action.~~

OSEA v. Lake County Sch. District, 93 Or. App. 481 (1988).
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12112 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).
Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. § 2000ff-1 (2018).

Alsea School District 7J

Code: **GBM**
Adopted: 6/13/17
Orig. Code: GBM

Staff Complaints

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

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

Reasonable efforts will be made to resolve complaints informally.

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

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 659A.199 to -659A.224 OAR 581-022-2405

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

Alsea School District 7J

Code: **GBM-AR**
Adopted: 11/18/15
Orig. Code: GBM-AR

Staff Complaints Procedure

(the policy refers to KL-AR)

Step One: File in writing the facts of the complaint to his/her immediate supervisor with 15 days of the action or incident. The written statement shall contain:

1. The fact upon which the complaint is based as the complainant who is filing the complaint sees them;

2. A reference to the policies, procedures or practices of the district that have allegedly been violated;

3. Remedies/Solutions.

A sincere effort should be made to resolve the complaint. Within 10 days if the complainant does not appeal to the superintendent, then the opportunity to continue the appeal shall be forfeited.

Step Two: The superintendent shall, within 10 days of the receipt of the appeal, meet with the complainant to allow him/her to present facts and present their version of events. If an employee is the source of the complaint, he/she shall be present. The superintendent shall make a ruling within 10 days of the appeals meeting. If the complainant does not appeal the superintendent's decision within 10 days, the opportunity to continue the appeal shall be forfeited.

Step Three: The appeal process goes to the Board, which will have 10 days in which to schedule a hearing. The Board will hear the superintendent's decision, and all other relevant testimony. The Board will rule a decision within 15 days of the hearing. The Board's decision shall be considered final.

Alsea School District 7J

Code: **GBMA**
Adopted: 6/13/17
Orig. Code(s): GBMA

Whistleblower

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

1. Discharge, demote, transfer, reassign or take disciplinary action against an employee or threaten any of the previous actions.

2. Withhold work or suspend an employee.

3. Discriminate or retaliate against an employee with regard to promotion, compensation or other terms, conditions or privileges of employment.

4. Direct an employee or to discourage an employee to not disclose or to give notice to the employer prior to making any disclosure.

5. Prohibit an employee from discussing, either specifically or generally, the activities of the state or any agency of or political subdivision in the state, or any person authorized to act on behalf of the state or any agency of or political subdivision in the state, with:

    a. Any member of the Legislative assembly;
    b. Any Legislative committee staff acting under the direction of any member of the Legislative assembly; or
    c. Any member of the elected governing body of a political subdivision in the state or any elected auditor of a city, county or metropolitan service district.

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

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

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

END OF POLICY

Legal Reference(s):

ORS 192.501 - 192.505 ORS 659A.199 - 659A.224 OAR 581-022-2405

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

Alsea School District 7J

Code: **GBN/JBA**
Adopted: 5/11/16
Orig. Code(s): GBN/JBA

Sexual Harassment
(Version 1)

(see updated version)

The Board is committed to the elimination of sexual harassment in district schools and activities. Sexual harassment is strictly prohibited and shall not be tolerated. This includes sexual harassment of students, staff or third parties by other students, staff, Board members or third parties. "Third parties" include, but are not limited to, school volunteers, parents, school visitors, service contractors or others engaged in district business, such as employees of businesses or organizations participating in cooperative work programs with the district and others not directly subject to district control at interdistrict and intradistrict athletic competitions or other school events. "District" includes district facilities, district premises and nondistrict property if the student or employee is at any district-sponsored, district-approved or district-related activity or function, such as field trips or athletic events where students are under the control of the district or where the employee is engaged in district business. The prohibition also includes off duty conduct which is incompatible with district job responsibilities.

Sexual harassment of students and staff shall include, but is not limited to, unwelcome sexual advances, requests for sexual favors and other verbal, nonverbal or physical conduct of a sexual nature when:

1. The conduct or communication has the purpose or effect of demanding sexual favors in exchange for benefits;

2. Submission to or rejection of the conduct or communication is used as the basis for educational decisions affecting a student or employment or assignment of staff;

3. The conduct or communication is so severe, persistent or pervasive that it has the purpose or effect of unreasonably interfering with a student's educational performance or with an employee's ability to perform his/her job; or creates an intimidating, offensive or hostile educational or working environment. Relevant factors to be considered will include, but not be limited to, did the individual view the environment as hostile; was it reasonable to view the environment as hostile; the nature of the conduct; how often the conduct occurred and how long it continued; age and sex of the complainant; whether the alleged harasser was in a position of power over the student or staff member subjected to the harassment; number of individuals involved; age of the alleged harasser; where the harassment occurred; and other incidents of sexual harassment at the school involving the same or other students or staff.

Examples of sexual harassment may include, but not be limited to, physical touching or graffiti of a sexual nature, displaying or distributing of sexually explicit drawings, pictures and written materials, sexual gestures or obscene jokes, touching oneself sexually or talking about one's sexuality in front of others or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.

All complaints about behavior that may violate this policy shall be promptly investigated. Any student, employee or third party who has knowledge of conduct in violation of this policy or feels he/she is a victim of sexual harassment must immediately report his/her concerns to the principal, compliance officer

or superintendent, who has overall responsibility for all investigations. A student may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official. The student and the student's parents or staff member who initiated the complaint shall be notified of the findings of the investigation and, if appropriate, that remedial action has been taken.

The initiation of a complaint in good faith about behavior that may violate this policy shall not adversely affect the educational assignments or study environment of a student complainant or any terms or conditions of employment or work environment of the staff complainant. There shall be no retaliation by the district against any person who, in good faith, reports, files a complaint or otherwise participates in an investigation or inquiry of sexual harassment.

It is the intent of the Board that appropriate corrective action will be taken by the district to stop the sexual harassment, prevent its recurrence and address negative consequences. Students in violation of this policy shall be subject to discipline up to and including expulsion and/or counseling or sexual harassment awareness training, as appropriate. The age and maturity of the student(s) involved and other relevant factors will be considered in determining appropriate action. Employees in violation of this policy shall be subject to discipline, up to and including dismissal and/or additional sexual harassment awareness training, as appropriate. Other individuals whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the superintendent or Board.

Additionally, the district may report individuals in violation of this policy to law enforcement officials. Licensed staff, staff registered with the Teacher Standards and Practices Commission (TSPC) and those participating in practicum programs, as specified by Oregon Administrative Rules, shall be reported to TSPC.

The superintendent shall ensure appropriate periodic sexual harassment awareness training or information is provided to all supervisors, staff and students and that annually, the name and position of district officials responsible for accepting and managing sexual harassment complaints, business phone numbers, addresses or other necessary contact information is readily available. This policy as well as the complaint procedure will be made available to all students, parents of students and staff in student/parent and staff handbooks. The district's policy shall be posted in the grade 6 through 12 section of the school. Such posting shall be by a sign of at least 8 1/2" by 11".

The superintendent will establish a process of reporting incidents of sexual harassment.

END OF POLICY

Legal Reference(s):

ORS 243.706
ORS 332.107
ORS 342.700
ORS 342.704
ORS 342.708
ORS 342.850
ORS 342.865
ORS 659.850
ORS 659A.006
ORS 659A.029
ORS 659A.030
OAR 581-021-0038
OAR 584-020-0040
OAR 584-020-0041

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018).
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).
Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).

Alsea School District 7J

Code: GBN/JBA
Adopted:

Sexual Harassment
(Version 2)

The district is committed to eliminating sexual harassment. Sexual harassment will not be tolerated in the district. All students, staff members and other persons are entitled to learn and work in an environment that is free of harassment. All staff members, students and third parties are subject to this policy. Any person may report sexual harassment.

The district processes complaints or reports of sexual harassment under Oregon Revised Statute (ORS) 342.700 et. al. and federal Title IX laws found in Title 34 C.F.R. Part 106. Individual complaints may require both of these procedures, and may involve additional complaint procedures.

General Procedures

When information, a report or complaint regarding sexual harassment is received by the district, the district will review such information, report or complaint to determine which law applies and will follow the appropriate procedures. When the alleged conduct could meet both of the definitions in ORS Chapter 342 and Title IX, both complaint procedures should be processed simultaneously (*see* GBN/JBA-AR(1) - Sexual Harassment Complaint Procedure and GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure). The district may also need to use other complaint procedures when the alleged conduct could meet the definitions for other complaint procedures.

OREGON DEFINITION AND PROCEDURES

Oregon Definition

Sexual harassment of students, staff members or third parties[1] shall include:

1. A demand or request for sexual favors in exchange for benefits;

2. Unwelcome conduct of a sexual nature that is physical, verbal, or nonverbal and that:

   a. Interferes with a student's educational activity or program;
   b. Interferes with a school or district staff member's ability to perform their job; or
   c. Creates an intimidating, offensive or hostile environment.

3. Assault when sexual contact occurs without the student's, staff member's or third party's consent because the student, staff member of third party is under the influence of drugs or alcohol, is unconscious or is pressured through physical force, coercion or explicit or implied threats.

Sexual harassment does not include conduct that is necessary because of a job duty of a school or district staff member or because of a service required to be provided by a contractor, agent, or volunteer, if the

[1] "Third party" means a person who is not a student or a school or district staff member and who is: 1) on or immediately adjacent to school grounds or district property; 2) At a school-sponsored activity or program; or 3) Off school grounds or district property if a student or a school or district staff member acts toward the person in a manner that creates a hostile environment for the person while on school or district property, or at a school- or district-sponsored activity.

conduct is not the product of sexual intent or a person finding another person, or another person's action, offensive because of that other person's sexual orientation or gender identity.

Examples of sexual harassment may include, but not be limited to, physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials; sexual gestures or obscene jokes; touching oneself sexually or talking about one's sexual behaviors in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.

Oregon Procedures

Reports and complaints of sexual harassment should be made to the following individual(s):

Name	Position	Phone	Email
Eric Clendenin	Principal	541-487-4305	eric.clendenin@alsea.k12.or.us
Bart Rothenberger	Athletic Director	541-487-4305	bart.rothenberger@alsea.k12.or.us

These individuals are responsible for accepting and managing complaints of sexual harassment. Persons wishing to report should contact them using the above information. The athletic director is also designated as the Title IX Coordinator. *See* GBN/JBA-AR(1) - Sexual Harassment Complaint Procedure.

Response

Any staff member who becomes aware of behavior that may violate this policy shall immediately]report to a district official. The district official (with coordination involving the reporting staff member when appropriate) will take any action necessary to ensure the:

1. Student is protected and to promote a nonhostile learning environment;

2. Staff member is protected and to promote a nonhostile work environment; or

3. Third party who is subjected to the behavior is protected and to promote a nonhostile environment.

This includes providing resources for support measures to the student, staff member or third party who was subjected to the behavior and taking any actions necessary to remove potential future impact on the student, staff member or third party, but are not retaliatory against the student, staff member or third party being harassed or the person who reported to the district official.

Any student or staff member who feels they are a victim of sexual harassment are encouraged to immediately report their concerns to district officials, this includes officials such as the principal, compliance officer or superintendent. Students may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official.

Investigation

All reports and complaints about behavior that may violate this policy shall be investigated. The district may use, but is not limited to, the following means for investigating incidents of possible harassment:

1. Interviews with those involved;

2. Interviews with witnesses;

3. Review of video surveillance;

4. Review of written communications, including electronic communications;

5. Review of any physical evidence; and

6. Use of third-party investigator.

The district will use a reasonable person standard when determining whether a hostile environment exists. A hostile environment exists if a reasonable person with similar characteristics and under similar circumstances would consider the conduct to be so severe as to create a hostile environment.

The district may take, but is not limited to, the following procedures and remedial action to address and stop sexual harassment:

1. Discipline of staff and students engaging in sexual harassment;

2. Removal of third parties engaged in sexual harassment;

3. Additional supervision in activities;

4. Additional controls for district electronic systems;

5. Trainings and education for staff and students; and

6. Increased notifications regarding district procedures and resources.

When a student or staff member is harassed by a third party, the district will consider the following:

1. Removing that third party's ability to contract or volunteer with the district, or be present on district property;

2. If the third party works for an entity that contracts with the district, communicating with the third party's employer;

3. If the third party is a student of another district or school, communicate information related to the incident to the other district or school;

4. Limiting attendance at district events; and

5. Providing for additional supervision, including law enforcement if necessary, at district events.

No Retaliation

Retaliation against persons who initiate complaint or otherwise report sexual harassment or who participate in an investigation or other related activities is prohibited. The initiation of a complaint, reporting of behavior, or participation in an investigation, in good faith about behavior that may violate this policy may not adversely affect the:

1. Educational assignments or educational environment of a student or other person initiating the complaint, reporting the behavior, or participating in the investigation; or

2. Any terms or conditions of employment or of work or educational environment of a school or district staff member or other person initiating the complaint, reporting the behavior, or participating in the investigation.

Students who initiate a complaint or otherwise report harassment covered by the policy or who participate in an investigation may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered because of the report or investigation, unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

Notice

When a person[2] who may have been affected by this policy files a complaint or otherwise reports behavior that may violate the policy, the district shall provide written notification to the following:

1. Each reporting person;

2. If appropriate, any impacted person who is not a reporting person;

3. Each reported person; and

4. Where applicable, a parent or legal guardian of a reporting person, impacted person, or reported person.

The written notification must include[3]:

1. Name and contact information for all person designated by the district to receive complaints;

2. The rights of the person that the notification is going to;

3. Information about the internal complaint processes available through the school or district that the person who filed the complaint may pursue, including the person designated for the school or district for receiving complaints and any timelines.

4. Notice that civil and criminal remedies that are not provided by the school or district may be available to the person through the legal system and that those remedies may be subject to statutes of limitation;

5. Information about services available to the student or staff member through the school or district, including any counseling services, nursing services or peer advising;

6. Information about the privacy rights of the person and legally recognized exceptions to those rights for internal complaint processes and services available through the school or district;

7. Information about, and contact information for, services and resources that are available to the person, including but not limited to:

    a. For the reporting person, state and community-based resources for persons who have experienced sexual harassment; or
    b. For the reported persons, information about and contact information for state and community-based mental health services.

8. Notice that students who report about possible prohibited conduct and students who participate in an investigation under this policy may not be disciplined for violations of the district's drug and alcohol

[2] Student, staff member, or third party, or if applicable, the student or third party's parent. If the person is a minor, the district should consider when to contact the person's parent.

[3] Remember confidentiality laws when providing any information.

policies that occurred in connection with the reported prohibited conduct and that were discovered as a result of a prohibited conduct report or investigation unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct; and

9. Prohibition of retaliation.

Notification, to the extent allowable under state and federal student confidentiality laws, must be provided when the investigation is initiated and concluded. The notification at the conclusion must include whether a violation of the policy was found to have occurred.

The notice must:

1. Be written in plain language that is easy to understand;

2. Use print that is of a color, size and font that allows the notification to be easily read; and

3. Be made available to students, students' parents, staff members and member of the public at each office, at the district office and on the website of the school or district.

Oregon Department of Education (ODE) Support

The ODE will provide technical assistance and training upon request.

FEDERAL DEFINITION AND PROCEDURES

Federal Definition

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity[4];

3. "Sexual assault": an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;

4. "Dating violence": violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship;

5. "Domestic Violence": felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or

[4] "Education program or activity" includes locations, events, or circumstances over which the recipient exercised substantial control over both the respondent and the context in which the sexual harassment occurs." (Title 34 C.F.R. § 106.44(a))

youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction; or

6. "Stalking": engaging in a course of conduct directed at a specific person that would cause a reasonable person fear for the person's own safety or the safety of others, or suffer substantial emotional distress.

This definition only applies to sex discrimination occurring against a person who is a subject of this policy in the United States. A district's treatment of a complainant or a respondent in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under Title IX.

Federal Procedures

The district will adopt and publish grievance procedures that provide for the prompt and equitable resolution of the student and employee complaints alleging any action that would be prohibited by this policy. *See* GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure.

Reporting

Any person may report sexual harassment. This report may be made in person, by mail, by telephone, or by electronic mail, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. The report can be made at any time.

The athletic director is designated as the Title IX Coordinator and can be contacted at 541-487-4305. The Title IX Coordinator will coordinate the district's efforts to comply with its responsibilities related to this AR. The district prominently will display the contact information for the Title IX Coordinator on the district website and in each handbook.

Response

The district will promptly respond to information, allegations or reports of sexual harassment when there is actual knowledge of such harassment, even if a formal complaint has not been filed.[5] The district shall treat complainants and respondents equitably by providing supportive measures[6] to the complainant and by following a grievance procedure[7] prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

The Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes, with respect to supportive measures, inform the complainant

PROPOSED

[5] (Title 34 C.F.R. §106.44(a)) Response cannot be deliberately indifferent. A recipient is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

[6] (Title 34 C.F.R. § 106.44(a)) Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment.[6] The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures. (Title 34 C.F.R. § 99.30(a))

[7] This grievance procedure must meet the requirements of Title 34 C.F.R. § 106.45 (included in accompanying administrative regulation, *see* GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure).

of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.[8]

If after an individualized safety and risk analysis, it is determined that there is an immediate threat to the physical health or safety of any person, an emergency removal of the respondent can take place.[9] The district must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. A non-student employee may also be placed on non-disciplinary administrative leave pending the grievance process.

Notice

The district shall provide notice to all applicants for admission and employment, students, parents or legal guardians, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the following:

1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator(s);

2. That the district does not discriminate on the basis of sex in the education program or activity that it operates, as required by Title IX. This includes admissions and employment; and

3. The grievance procedure and process, how to file a formal complaint of sex discrimination or sexual harassment, and how the district will respond.

Inquiries about the application to Title IX and its requirements may be referred to the Title IX Coordinator or the Assistant Secretary[10], or both.

No Retaliation

Neither the district or any person may retaliate[11] against an individual for reporting, testifying, providing evidence, being a complainant, otherwise participating or refusing to participate in any investigation or process in accordance with this procedure. The district must keep confidential the identity of parties and participating persons, except as disclosure is allowed under Family Educational Rights and Privacy Act (FERPA), as required by law, or to carry out the proceedings herein. Complaints of retaliation may be filed using these procedures.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding does not constitute retaliation.

Publication

This policy shall be made available to students, parents of students and staff members. This policy and contact information for the Title IX Coordinator shall be prominently published in the district student handbook and on the district website. This policy shall also be made available at each school office and at the district office. The district shall post this policy on a sign in all grade 6 through 12 schools, on a sign

PROPOSED

[8] The Title IX Coordinator may also discuss that the Title IX Coordinator has the ability to file a formal complaint.

[9] The district may still have obligations under Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 or the American with Disabilities Act (ADA). (Title 34 C.F.R. § 106.44(c))

[10] Of the United Stated Department of Education.

[11] Retaliation includes, but is not limited to, intimidation, threats, coercion, and discrimination.

that is at least 8.5 inches by 11 inches in size. A copy of the policy will be made available to any person upon request.

END OF POLICY

Legal Reference(s):

ORS 243.706
ORS 332.107
ORS 342.700
ORS 342.704
ORS 342.708
ORS 342.850
ORS 342.865
ORS 659.850
ORS 659A.006
ORS 659A.029
ORS 659A.030
OAR 581-021-0038
OAR 584-020-0040
OAR 584-020-0041

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018).
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).
Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).

PROPOSED

Alsea School District 7J

Code: GBN/JBA-AR(1)
Revised/Reviewed:

Sexual Harassment Complaint Procedure

Reports and complaints of sexual harassment should be made to the following individual(s):

Name	Position	Phone	Email
Eric Clendenin	Principal	541-487-4305	eric.clendenin@alsea.k12.or.us
Bart Rothenberger	Athletic Director	541-487-4305	bart.rothenberger@alsea.k12.or.us

The district official receiving the complaint shall issue the required written notice as outlined under Oregon Procedures in Board policy GBN/JBA - Sexual Harassment.

Step 1 The district official receiving the report or complaint shall promptly initiate an investigation using procedures and standards, including but not limited to, those identified in Board policy GBN/JBA - Sexual Harassment and will notify the complainant or reporting person, any impacted person who is not a reporting person (if appropriate), each reported person, and where applicable the parents of a reporting person, impacted person, or reported person, when such investigation is initiated. The official will arrange such meetings as may be necessary to discuss the issue with all concerned parties within five working days after receipt of the report or complaint. The parties will have an opportunity to submit evidence and a list of witnesses. All findings of the investigation shall be reduced to writing. The official conducting the investigation shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law within 30 days of receipt of the report or complaint.

A copy of the required written notice(s) and the date and details of notification of the notice of investigation and results of the investigation, together with any other documentation related to the sexual harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

Step 2 If a complainant is not satisfied with the decision at Step 1, the complainant may submit a written appeal to the superintendent or designee. Such appeal must be filed within 10 working days after receipt of the Step 1 decision. The superintendent or designee will arrange such meetings with the complainant and other affected parties as deemed necessary to discuss the appeal within 5 working days of receipt of the appeal. The superintendent or designee shall provide a written decision to the complainant within 10 working days.

Step 3 If a complainant is not satisfied with the decision at Step 2, the complainant may submit a written appeal to the Board. Such appeal must be filed within 10 working days after receipt of the Step 2 decision. The Board will review the decision of the superintendent or designee in a public meeting to determine what action is appropriate. The Board may use executive session if the subject matter qualifies under Oregon law. Appropriate action may include, but is not limited to, holding a hearing, requesting additional information, and adopting the

superintendent's or designee's decision. All parties involved, including the school administration, may be asked to attend a hearing for the purposes of making further explanations and clarifying the issues. The Board shall provide a written decision to the complainant within 30 working days following receipt of the appeal.

If the Board chooses not to hear the complaint, the superintendent's or designee's decision in Step 2 is final[1].

The superintendent is authorized to amend these procedures (including timelines) when the superintendent feels it is necessary for the efficient handling of the complaint. Notice of any amendments will be promptly provided to the parties.

Complaints against the principal may start at Step 2 and may be filed with the superintendent or designee. The superintendent or designee will cause the required notices to be provided. The superintendent or designee will investigate the complaint and will notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. If the complaint remains unresolved within 10 working days of receipt by the superintendent or designee, the complainant may appeal to the Board in Step 3.

Complaints against the superintendent or a Board member (other than the Board chair) may start at Step 3 and should be referred to the Board chair on behalf of the Board. The Board chair will cause required notices to be provided. The Board chair shall present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted. The Board chair shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

Complaints against the Board chair may start at Step 3 and should be referred to the Board vice chair on behalf of the Board. The Board vice chair will cause required notices to be provided. The Board vice chair shall present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted. The Board vice chair shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

Direct complaints related to employment may be filed with the U.S. Department of Labor, Equal Employment Opportunity Commission or Oregon Bureau of Labor and Industries.

Direct complaints related to educational programs and services may be made to the Regional Civil Rights Director, U.S. Department of Education, Office for Civil Rights, Region X, 915 2nd Ave., Room 3310, Seattle, WA 98174-1099.

[1] [If the Board chooses to accept the superintendent's decision as the district's final decision on the complaint, the superintendent's written decision must meet the requirements of OAR 581-022-2370(4)(b).]

Additional information regarding filing of a complaint or report may be obtained through the principal, compliance officer or superintendent.

All documentation related to sexual harassment complaints may become part of the student's education record or employee's personnel file, as appropriate. Additionally, a copy of all sexual harassment complaints or reports and documentation will be maintained as a confidential file and stored in the district office.

The superintendent shall report the name of any person holding a teaching license or registered with Teacher Standards and Practices Commission (TSPC) or participating in a practicum under Oregon Administrative Rule (OAR) Chapter 584, Division 17, when, after appropriate investigation, there is reasonable cause to believe the person may have committed an act of sexual harassment. Reports shall be made to TSPC within 30 days of such a finding. Reports of sexual contact with a student shall be given to a representative from law enforcement or Oregon Department of Human Services, as possible child abuse.

PROPOSED

Alsea School District]
301 S. 3rd St, Alsea, OR 97324
541-457-4305

P

SEXUAL HARASSMENT COMPLAINT FORM

Name of complainant: _____

R

Position of complainant: _____

Date of complaint: _____

Name of alleged harasser: _____

O

Date and place of incident or incidents: _____

_____

Description of misconduct: _____

P

_____

_____

Name of witnesses (if any): _____

O

_____

_____

Evidence of sexual harassment, i.e., letters, photos, etc. (attach evidence if possible): _____

S

_____

Any other information: _____

E

_____

_____

I agree that all the information on this form is accurate and true to the best of my knowledge.

D

Signature: _____ Date: _____

Alsea School District]
301 S. 3rd St, Alsea, OR 97324
541-457-4305

P

WITNESS DISCLOSURE FORM

Name of Witness: _____

R

Position of Witness: _____

Date of Testimony/Interview: _____

Description of Instance Witnessed: _____

O

_____

_____

P

_____

_____

Any Other Information: _____

O

_____

_____

_____

S

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: _____ Date: _____

E

D

Alsea School District 7J

Code: GBN/JBA-AR(2)
Adopted:

Federal Law (Title IX) Sexual Harassment Complaint Procedure

Additional Definitions

"Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the district's Title IX Coordinator or any official of the district who has authority to institute corrective measures on behalf of the district, or to any employee of an elementary or secondary school.[1]

"Complainant" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

"Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent[2] and requesting that the district investigate the allegation of sexual harassment.[3]

"Supportive measures" means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment.[4] The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures.

Formal Complaint Procedures

Upon receipt of a formal complaint, the district will provide the parties[5] written notice of the following:

1. Notice of the district's grievance process, including any informal resolution process.

[1] This standard is not met when the only official with knowledge is the respondent.

[2] "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

[3] A complainant must be participating in or attempting to participate in the education program or activity of the district with which the formal complaint is filed.

[4] Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

[5] Parties include the complainant and the respondent, if known.

2. Notice of the allegations of sexual harassment potentially constituting sexual harassment, including sufficient details[6] known at the time and with sufficient time to prepare a response before any initial interview.

3. That the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility be made at the conclusion of the grievance process.

4. That the parties may have an advisor of their choice, who may be, but is not required to be, an attorney.

5. The parties may inspect and review evidence.

6. A reference to any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

The Title IX Coordinator will contact the complainant and the respondent to discuss supportive measures. If necessary, the Title IX Coordinator will arrange for an individualized safety and risk analysis. If necessary, a student or non-student employee may be removed or placed on leave.

Investigation

The Title IX Coordinator will coordinate the district's investigation. The investigation must:

1. Include objective evaluation of all relevant evidence, including inculpatory and exculpatory evidence.

2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties.[7]

3. Provide an equal opportunity for the parties to present witnesses, and other inculpatory and exculpatory evidence.

4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice.[8] The district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties.

PROPOSED

[6] Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known.

[7] The district cannot access, consider, disclose, or otherwise use a party's records that are made of maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's capacity, and which are maintained in connection with the provision of treatment to the party, unless the district obtains the party's (or eligible student's parent's) voluntary, written consent to do so.

[8] In addition to an advisor, complainants and respondents may also be entitled to other accompaniment as required by law or as necessary for conducting of grievance procedures, including but not limited to translators, services for students with disabilities and parents of minor students.

6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate.

7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint.[9] Prior to completion of the investigative report, the district must send to each party and party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report;

8. Create an investigative report that fairly summarizes relevant evidence and is sent to each party and party's advisor in electronic format or hard copy at least 10 days prior to any hearing (if required or provided) or other time of determination of responsibility. The party and advisor will be allowed to review and provide a written response.

After the district has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision maker(s) must afford each party the opportunity to submit written, relevant questions[10] that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

Credibility determinations are not based on the person's status as a complainant, respondent or witness.

No person designated as a Title IX Coordinator, investigator, decision-maker, or any person designated by the district to facilitate an informal resolution process may have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the notice previously provided, the district must provide notice of the additional allegations to the parties whose identities are known.

At no point in the process will the district, or anyone participating on behalf of the district, require, allow, rely upon, or otherwise use questions or evidence that constitutes, or seeks disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

Determination of Responsibility

The respondent must be deemed to be not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

PROPOSED

[9] This includes the evidence upon which the district does not intent to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to the investigation. The district must make all such evidence subject to the parties' inspection and review available at any hearing to give each party equal opportunity to refer to such evidence during the hearing, including for purposes of cross-examination.

[10] Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the question and evidence concern specific incidents of the complainants prior sexual behavior with respect to the respondent and are offered to prove consent.

The standard to be used for formal complaints in determining whether a violation has occurred is the clear and convincing evidence[11] standard.

The person deciding the question of responsibility (the "decision-maker") must be someone other than the Title IX Coordinator or the investigator(s). The decision-maker must issue a written determination which must include:

1. Identification of the allegations potentially constituting sexual harassment;

2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather evidence, and hearings held;

3. Findings of fact supporting the determination;

4. Conclusions regarding the application of the district's code of conduct to the facts;

5. A statement of, and rationale for, the result as to each allegation, including:

    a. A determination regarding responsibility;
    b. Any disciplinary sanctions the district imposes on the respondent; and
    c. Whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and

6. The district's procedures and permissible bases for the complainant and respondent to appeal.

The district must provide the written determination to the parties simultaneously.

The determination regarding responsibility becomes final either on the date that the recipient provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

Remedies

The Title IX Coordinator is responsible for effective implementation of any remedies.

The disciplinary sanctions[12] may include:

1. Discipline up to and including suspension and expulsion;

2. Removal from various activities, committees, extra-curricular, positions, etc.

3. Disqualification for awards and honors;

PROPOSED

[11] A clear and convincing evidence standard of evidence is understood to mean concluding that a fact is highly probable to be true. U.S. Department of Education, Title IX Regulations commentary, p. 1268, FN 1409.

[12] Districts should review any other disciplinary procedures and requirements prior to imposing any discipline, and should contact legal counsel with questions.

4. Discipline up to and including termination, in accordance with laws, agreements, contracts, handbooks, etc.[13]

Other remedies may include:

Educational programming.

Dismissal of a Formal Complaint

The district must dismiss a formal complaint with regard to Title IX sexual harassment if the alleged conduct:

1. Would not constitute sexual harassment, even if proved;

1. Did not occur in the district's education program or activity[14]; or

2. Did not occur against a person in the United States.

The district may dismiss a formal complaint with regard to Title IX sexual harassment if at any time during the investigation or hearing, if provided:

1. A complainant notifies the Title IX Coordinator in writing that the complaint would like to withdraw the formal complaint or any allegations therein;

2. The respondent is no longer enrolled or employed by the district; or

3. Specific circumstances prevent the recipient from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon dismissal of a formal complaint, the district must promptly send written notice of the dismissal and the reason(s) therefor simultaneously to the parties.

The dismissal of a formal complaint under Title IX does not preclude the district from continuing any investigation and taking action under a different process. The district may have an obligation to continue an investigation and process under a different process.

Consolidation of Complaints

The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by one or more complainant against one or more respondents, or by one party against another party, where the allegations of sexual harassment arise out of the same facts or circumstances.

Informal Resolution

If the district receives a formal complaint, at any time prior to reaching a determination regarding responsibility, the district may offer an optional informal resolution process, provided that the district:

PROPOSED

[13] It is important to keep supportive measures separate from disciplinary sanctions. Supportive measures must be "non-disciplinary" and "non-punitive."

[14] Includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs[, and also includes any building owned or controlled by a student organization that is officially recognized by a postsecondary institution]. (Title 34 C.F.R. §106.44(a))

1. Provides written notice to the parties disclosing:

   a. The allegations;
   b. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing toa resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
   c. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

2. Obtains the parties' voluntary written consent to the informal resolution process; and

3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

Appeals

Either party may file an appeal from a determination regarding responsibility or from a dismissal of a formal complaint, within 15 days of the decision, on the following bases:

1. Procedural irregularity that affected the outcome of the matter;

2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or

3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

When an appeal is filed, the district must:

1. Notify the other party in writing;

2. Implement appeal procedures equally for both parties;

3. Ensure the decision-makers(s) for the appeal is not the same person as the decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

4. Ensure the decision-maker for the appeal is free from conflicts of interest and bias;

5. Give both parties a reasonable equal opportunity to submit a written statement in support of, or challenging the outcome;

6. Issue a written decision describing the result of the appeal and the rationale for the result; and

7. Provide the written decision simultaneously to both parties.

Timelines

The district will complete the following portions of the grievance process within the specified timelines:

1. General grievance process (from receipt of formal complaint to determination of responsibility: 90 days;

2. Appeals (from receipt of appeal): 60 days;

3. Informal resolution process: 60 days.

Temporary delays of the grievance process, or limited extensions of time will be allowed for good cause[15] with written notice to the parties.

Records

Records will be created and maintained in accordance with the requirements in Title 34 C.F.R. §106.45(a)(10).[16]

Training

Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process must receive training on the definition of sexual harassment, the scope of the district's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and information resolution processes. The training must also include avoiding prejudgment of the facts at issue, conflicts of interest and bias.

Decision-makers must receive training on any technology to be used at a live hearing and on issues of relevance of questions and evident, including when questions about evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant.

Investigators must receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

Materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, must not rely on sex stereotypes, must promote impartial investigations and adjudications of formal complaints of sexual harassment and must be made publicly available on the district's website.

PROPOSED

[15] Good cause may include considerations such as the absence of a party, a party's advisor or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. (Title 34 C.F.R. § 106.45(b)(1)(v))

[16] This includes creating a record for each investigation. This record must include:

- Supportive measures, or reasons why the response was not clearly unreasonable under the circumstances;
- Basis for the conclusion that the district's response was not deliberatively indifferent; and
- What measures were taken to restore or preserve equal access to the district's educational program or activity. (Title 34 C.F.R. § 106.45(a)(10)(ii))

Most records (including training) must be retained for at least seven years.

Alsea School District 7J

Code: **GBN/JBA-AR**
Revised/Reviewed: 5/11/16
Orig. Code(s): GBN/JBA-AR

Sexual Harassment Complaint Procedure

(see the new processes)
The superintendent has responsibility for investigations concerning sexual harassment. The investigator(s) shall be a neutral party having had no involvement in the complaint presented.

Step 1 Any sexual harassment information (complaints, rumors, etc.) shall be presented to the superintendent. All such information shall be reduced to writing and will include the specific nature of the sexual harassment and corresponding dates.

Step 2 The district official receiving the information or complaint shall promptly initiate an investigation. He/She will arrange such meetings as may be necessary to discuss the issue with all concerned parties within five working days after receipt of the information or complaint. All findings of the investigation, including the response of the alleged harasser, shall be reduced to writing. The district official(s) conducting the investigation shall notify the complainant in writing when the investigation is concluded. The parties will have an opportunity to submit evidence and a list of witnesses.

A copy of the notification letter, together with any other documentation related to the sexual harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

Step 3 If a complainant is not satisfied with the decision at Step 2, he/she may submit a written appeal to the Board. Such appeal must be filed within 10 working days after receipt of the Step 3 decision. The Board shall, within 20 working days, conduct a hearing at which time the complainant shall be given an opportunity to present the appeal. The Board shall provide a written decision to the complainant within 10 working days following completion of the hearing.

Direct complaints related to employment may be filed with the U.S. Department of Labor, Equal Employment Opportunity Commission or Oregon Bureau of Labor and Industries. Direct complaints related to educational programs and services may be made to the Regional Civil Rights Director, U.S. Department of Education, Office for Civil Rights, Region X, 915 2nd Ave., Room 3310, Seattle, WA 98174-1099. Additional information regarding filing of a complaint may be obtained through the principal, compliance officer or superintendent.

All documentation related to sexual harassment complaints may become part of the student's education record or employee's personnel file, as appropriate. Additionally, a copy of all sexual harassment complaints and documentation will be maintained as a confidential file and stored in the district office.

The superintendent shall report the name of any person holding a teaching license or registered with Teacher Standards and Practices Commission (TSPC) or participating in a practicum under OAR Chapter 584, Division 17, when, after appropriate investigation, there is reasonable cause to believe the person may

have committed an act of sexual harassment. Reports shall be made to TSPC within 30 days of such a finding. Reports of sexual contact with a student shall be given to a representative from law enforcement or Oregon Department of Human Services, as possible child abuse. In the event the superintendent is the subject of the investigation, reports, when required, shall be made by the Board chair.

DELETE

SEXUAL HARASSMENT COMPLAINT FORM

Name of complainant: _____

Position of complainant: _____

Date of complaint: _____

Name of alleged harasser: _____

Date and place of incident or incidents: _____

_____

Description of misconduct: _____

_____

_____

_____

Name of witnesses (if any): _____

_____

_____

Evidence of sexual harassment, i.e., letters, photos, etc. (attach evidence if possible): _____

_____

Any other information: _____

_____

_____

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: _____ Date: _____

WITNESS DISCLOSURE FORM

Name of Witness: _____

Position of Witness: _____

Date of Testimony/Interview: _____

Description of Instance Witnessed: _____

_____

_____

_____

_____

Any Other Information: _____

_____

_____

_____

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: _____ Date: _____

DELETE

Alsea School District 7J

Code: **GBNA**
Adopted: 5/13/21
Orig. Code(s): GBNA

Hazing/Harassment/Intimidation/Bullying/Cyberbullying/Menacing – Staff

The Board is committed to providing a positive and productive learning and working environment.

Hazing, harassment~~Harassment~~, intimidation, bullying~~bulling~~, menacing, and acts of cyberbullying of staff~~, students~~ or third parties by ~~students,~~ staff, students, or third parties is strictly prohibited and shall not be tolerated in the district.

Retaliation against the victim, any person who reports, is thought to have reported, files a complaint, or otherwise participates in an investigation or inquiry is ~~also~~ strictly prohibited. Such retaliation shall be considered a serious violation of Board policy and independent of whether a report or complaint is substantiated. False charges shall also be regarded as a serious offense and will result in disciplinary action or other appropriate sanctions.

Staff whose behavior is found to be in violation of this policy will be subject to consequences and appropriate remedial action which may include discipline, up to and including dismissal. Third parties whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the superintendent or the Board. Students whose behavior is found to be in violation of this policy will be subject to consequences and appropriate remedial action which may include discipline, up to and including expulsion.

Individuals may also be referred to law enforcement officials. Licensed staff may be reported to Teacher Standards and Practices Commission~~,~~ if required by Oregon Administrative Rule (OAR) 584-020-0041.

The superintendent is directed to develop administrative regulations to implement this policy. Regulations shall include descriptions of prohibited conduct, reporting and investigative procedures, and provisions to ensure notice of this policy is provided to students, staff, and third parties.

END OF POLICY

Legal Reference(s):

ORS 163.190
ORS 163.197
ORS 166.065
ORS 166.155 - 166.165
ORS 174.100
ORS 332.072
ORS 332.107
ORS 339.250
ORS 659A.006
ORS 659A.029
ORS 659A.030
ORS 659A.103 - 659A.143
ORS 659A.199 - 659A.224
OAR 839-003-0000
OAR 839-005-0021
OAR 839-005-0030

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2012).
Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et. Seq. (2012).
Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-634 (2012); 29 C.F.R. Part 1626 (2018)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2012); 29 C.F.R. Part 1630 (2018); 28 C.F.R. Part 35 (2018).
Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2012).
Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).
OREGON BUREAU OF LABOR AND INDUSTRIES, *Workplace Bullying* (visited Feb. 26, 2019), <https://www.oregon.gov/boli/docs/WorkplaceBullyingPoster-2018.pdf>.

Alsea School District 7J

Code: **GBNA-AR**
Revised/Reviewed: 5/13/21
Orig. Code(s): GBNA-AR

Hazing/Harassment/Intimidation/Bullying/Menacing/ Cyberbullying Reporting Procedures – Staff

The following definitions and procedures shall be used for reporting, investigating, and resolving reports of hazing, harassment, intimidation, bullying, menacing, and ~~acts of~~ cyberbullying of staff or third parties.

Definitions

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

2. "District" includes district facilities, district premises, and nondistrict property if the employee is at any district-sponsored, district-approved, or district-related activity or function, such as field trips, athletic events or where the employee is engaged in district business.

3. "Hazing" includes, but is not limited to, any act that recklessly or intentionally endangers the mental health, physical health or safety of a ~~student/~~staff member for the purpose of initiation or as a condition or precondition of attaining membership in, or affiliation with, any district-sponsored work activity, work group or work assignment, or other such activities intended to degrade or humiliate regardless of the person's willingness to participate.

4. "Harassment" is unwelcome conduct that is based on race, color, religion, sex (including pregnancy), sexual orientation, gender identity[1], national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful when 1) enduring the offensive conduct becomes a condition of continued employment, or 2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

5. "Intimidation" includes, but is not limited to, any threat or act intended to tamper, substantially damage or interfere with another's property, cause substantial inconvenience, subject another to offensive physical contact or inflict serious physical injury on the perception~~basis~~ of the other's race, color, religion, national origin, disability, ~~or~~ sexual orientation or gender identity.

6. "Bullying" is a pattern of repeated mistreatment that harms, intimidates, undermines, offends, degrades, or humiliates an employee.

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[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.~~

7. "Cyberbullying" means the use of any electronic device to harass, intimidate or menace. In addition, any communication of this form which substantially disrupts or prevents a safe and positive working environment may also be considered cyberbullying, ~~H~~harassment, intimidat~~e~~eation, or bullying. Staff will refrain from using personal electronic devices or district equipment to harass or stalk another person or people.

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

Reporting Procedures

The superintendent will have responsibility for investigations concerning reports of hazing, harassment, intimidation, bullying, menacing, or cyberbullying ~~or menacing~~ of staff or third parties. The investigator(s) shall be a neutral party having had no involvement in the report presented.

Any employee or third party who has knowledge of conduct in violation of Board policy JFCF - Hazing, ~~–~~ Harassment, ~~/~~ Intimidation, ~~/~~Bullying, Menacing, ~~/~~Cyberbullying, Teen Dating Violence, or Domestic Violence – Student shall immediately report concerns to the designated district official.

Any employee or third party who has knowledge of conduct in violation of Board policy GBNA – Hazing, Harassment, Intimidation, Bullying, Menacing, or Cyberbullying – Staff and this administrative regulation or feels they have been hazed, harassed, intimidated, bullied, cyberbullied, or menaced in violation of Board policy or this administrative regulation is encouraged to immediately report ~~his/her~~ concerns to the designated district official.

All reports and information will be promptly investigated in accordance with the following procedures:

Step 1 Any reports or information on acts of hazing, harassment, intimidation, bullying, menacing, or ~~acts of~~ cyberbullying (e.g., complaints, rumors) shall be presented to the superintendent. Reports against the principal shall be filed with the superintendent. Information may be presented anonymously. Reports against the superintendent shall be filed with the Board chair. All such information will be reduced to writing and will include the specific nature of the offense and corresponding dates.

Step 2 The district official receiving the report shall promptly investigate. Parents will be notified of the nature of any report involving their student. The district official will arrange such meetings as may be necessary with all concerned parties within five working days after receipt of the information or report. The parties will have an opportunity to submit evidence and a list of witnesses. All findings related to the report will be reduced to writing. The district official(s) conducting the investigation shall notify the ~~the~~ person making the report within 10 working days of receipt of the information or report, and parents as appropriate, in writing, when the investigation is concluded and a decision regarding disciplinary action, as warranted, is determined.

A copy of the notification letter or the date and details of notification to the person making the report, together with any other documentation related to the incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

Step 3 If the person making the report is not satisfied with the decision at Step 2, they may submit a written appeal to the superintendent or designee. Such appeal must be filed within 10 working days after receipt of the Step 2 decision. The superintendent or designee will arrange such meetings with the person making the report and other affected parties as deemed necessary to discuss the appeal. The superintendent or designee shall provide a written decision to the ~~person making the report's~~ appeal within 10 working days.

Step 4 If the person making the report is not satisfied with the decision at Step 3, a written appeal may be filed with the Board. Such appeal must be filed within 10 working days after receipt of the Step 3 decision. The Board shall, within 20 working days, conduct a hearing at which time the person making the report shall be given an opportunity to present the information or report. The Board shall provide a written decision to the person making the report within 10 working days following completion of the hearing.

Reports against the superintendent should be referred to the Board chair on behalf of the Board. The Board chair shall present the report to the Board. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted.

Reports against the Board as a whole or against an individual Board member should be made to the Board chair on behalf of the Board. The Board chair shall present the report to the Board. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted.

Reports against the Board chair may be made directly to the ~~vice~~ Board vice chair on behalf of the Board. The Board vice chair shall present the report to the Board. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted.

Timelines may be extended upon written agreement between both parties. This also applies to reports filed against the superintendent or any Board member.

Direct complaints of discriminatory harassment related to employment may be filed with the Oregon Bureau of Labor and Industries, Civil Rights Division~~,~~ or the U.S. Department of Labor, Equal Employment Opportunities Commission.

Documentation related to the incident may be maintained as a part of the employee's personnel file. Additionally, a copy of all reported acts of hazing, harassment, intimidation, bullying, menacing, or ~~acts of~~

cyberbullying ~~or menacing reports~~ and documentation will be maintained as a confidential file in the district office.

Alsea School District 7J

Code: GBNAA/JHFF
Adopted:

Suspected Sexual Conduct with Students and Reporting Requirements *

Sexual conduct by district employees, contractors[1], agents[2], and volunteers[3] is prohibited and will not be tolerated. All district employees, contractors, agents, and volunteers are subject to this policy. Students are also subject to this policy if they are acting as an employee, contractor, agent or volunteer.

[4]"Sexual conduct," means verbal or physical conduct or verbal, written or electronic communications by a school employee, a contractor, an agent or a volunteer that involve a student and that are sexual advances or requests for sexual favors directed toward the student, or of a sexual nature that are directed toward the student or that have the effect of unreasonably interfering with a student's educational performance, or of creating an intimidating or hostile educational environment. "Sexual conduct" does not include touching or other physical contact that is necessitated by the nature of the school employee's job duties or by the services required to be provided by the contractor, agent or volunteer, and for which there is no sexual intent; verbal, written or electronic communications that are provided as part of an education program that meets state educational standards or a policy approved by the Board; or conduct or communications described in the definition of sexual conduct herein if the school employee, contractor, agent or volunteer is also a student and the conduct or communications arise out of a consensual relationship between students, do not create an intimidating or hostile educational environment and are not prohibited by law, any policies of the district or any applicable employment agreements.

"Student" means any person who is in any grade from prekindergarten through grade 12 or 21 years of age or younger and receiving educational or related services from the district that is not a post-secondary institution of education, or who was previously known as a student by the person engaging in sexual conduct and who left school or graduated from high school within 90 days prior to the sexual conduct.

The district will post in each school building the names and contact information of the employees designated for the respective school buildings to receive reports of suspected sexual conduct and the procedures the designee will follow upon receipt of the report.

Any district employee, contractor, agent or volunteer who has reasonable cause to believe that a student has been subjected to sexual conduct by another district employee, contractor, agent or volunteer, or that another district employee, contractor, agent or volunteer has engaged in sexual conduct with a student

[1] "Contractor" means a person providing services to the district under a contract in a manner that requires the person to have direct, unsupervised contact with students.

[2] "Agent" means a person acting as an agent for the district in a manner that requires the person to have direct, unsupervised contact with students.

[3] "Volunteer" means a person acting as a volunteer for the district in a manner that requires the person to have direct, unsupervised contact with students.

[4] This definition of "sexual conduct" affects all conduct that occurs before, on or after June 23, 2021, for purposes of reports that are made, investigations that are initiated, or a collective bargaining agreement, an employment contract, an agreement for resignation or termination, a severance agreement or any similar contract or agreement entered into, on or after June 23, 2021.

shall immediately report such suspected sexual conduct to the designated licensed administrator or the alternate designated licensed administrator, in the event the designated administrator is the suspected perpetrator, for their school building. If the conduct also constitutes child abuse, the employee must make mandatory reports in accordance with Board policy GBNAB/JHFE – Suspected Abuse of a Child Reporting Requirements.

If the superintendent is the alleged perpetrator the report shall be submitted to the building principal who shall report the suspected sexual conduct to the Board chair.

If an employee fails to report suspected sexual conduct or fails to maintain confidentiality of records, the employee will be disciplined up to and including dismissal.

When a designated licensed administrator receives a report of suspected sexual conduct by a district employee, contractor, agent or volunteer, the administrator will follow procedures established by the district and set forth in the district's administrative regulation GBNAA/JHFF-AR - Suspected Sexual Conduct Report Procedures and Form. All such reports will be reported to the Oregon Department of Education (ODE) or Teacher Standards and Practices Commission (TSPC) in accordance with such administrative regulation. The agency receiving a report will complete an investigation regardless of any changes in the relationship or duties of the person who is the alleged perpetrator.

When there is reasonable cause to support the report, a district employee suspected of sexual conduct shall be placed on paid administrative leave pending an investigation and the district will take necessary actions to ensure the student's safety.

When there is reasonable cause to support the report, a district contractor, agent or volunteer suspected of sexual conduct shall be removed from providing services to the district and the district will take necessary actions to ensure the student's safety.

The district will notify, as allowed by state and federal law, the person who was subjected to the suspected sexual conduct about any actions taken by the district as a result of the report.

A district employee, contractor or agent will not assist another district employee, contractor or agent in obtaining a new job if the individual knows, or has reasonable cause to believe the district employee, contractor or agent engaged in sexual conduct. Nothing in this policy prevents the district from disclosing information required by law or providing the routine transmission of administrative and personnel files pursuant to law.

The initiation of a report in good faith about suspected sexual conduct may not adversely affect any terms or conditions of employment or the work environment of the person who initiated the report or who may have been subject to sexual conduct. If a student initiates a report of suspected sexual conduct by a district employee, contractor, agent or volunteer in good faith, the student will not be disciplined by the district or any district employee, contractor, agent or volunteer.

The district will provide to employees at the time of hire, or to a contractor, agent or volunteer at the time of beginning service for the district, the following:

1. A description of conduct that may constitute sexual conduct;

PROPOSED

2. A description of the investigatory process and possible consequences if a report of suspected sexual conduct is substantiated; and

3. A description of the prohibitions imposed on district employees, contractors and agents when they attempt to obtain a new job, pursuant to ORS 339.378(2).

All district employees are subject to Board policy GCAB - Personal Electronic Devices and Social Media - Staff regarding appropriate electronic communications with students.

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

The superintendent shall develop administrative regulations to implement this policy and to comply with state law.

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 339.370 - 339.400 ORS 419B.005 - 419B.045

Every Student Succeeds Act, 20 U.S.C. § 7926 (2018).
House Bill 2136 (2021).
Senate Bill 51 (2021).

PROPOSED

Alsea School District 7J

Code: GBNAA/JHFF-AR
Revised/Reviewed:

Suspected Sexual Conduct Report Procedures and Forms *

The district posts in each school building the names and contact information of the district employees designated for the respective school building to receive reports of suspected sexual conduct and the procedures the designee(s) will follow upon receipt of the report.

When a designated licensed administrator[1] receives a report of suspected sexual conduct that may have been committed by a commission licensee[2], the designee shall notify Teacher Standards and Practices Commission (TSPC). The designee shall notify the Oregon Department of Education (ODE) if the administrator receives a report of suspected sexual conduct that may have been committed by a school employee, contractor, agent or volunteer that is not a commission licensee.

If the superintendent is the alleged perpetrator the report shall be submitted to the building principal who shall refer the report to the Board chair.

The district will investigate all reports of suspected sexual conduct, unless otherwise requested by TSPC or ODE as appropriate.

When the designee receives a report of suspected sexual conduct by a district employee, and there is reasonable cause to support the report, the district shall place the district employee on paid administrative leave[3] and take necessary actions to ensure the student's safety. The employee shall remain on leave until TSPC[4] or ODE[5] determines that the report is substantiated and the district takes appropriate employment action against the employee, or cannot be substantiated or is not a report of sexual conduct and the district determines either: 1) an employment policy was violated and the district will take appropriate employment action against the employee; or 2) an employment policy has not been violated and an employment action against the employee is not required.

When the designee receives a report of suspected sexual conduct by a contractor, an agent or a volunteer, the district may prohibit the contractor, agent or volunteer from providing services to the district. If the district determines there is reasonable cause to support a report of suspected sexual conduct, the district shall prohibit the contractor, agent or volunteer from providing services. The district may reinstate the

[1] A "licensed administrator" is a person employed as an administrator by the district and holds an administrative license issued by TSPC or may be a person employed by the district that does not hold an administrative license issued by TSPC if the district does not require the administrator to be licensed by TSPC.

[2] "Commission licensee," as is defined in ORS 342.120 (as amended by HB 2136 (2021)), means a person whom the TSPC has authority to investigate or discipline because the person is enrolled in an approved educator preparation program, is an applicant for a TSPC license or registration, holds a license or registration issued by TSPC, or has held a license or registration issued by the TSPC at any time during the previous five years.

[3] The district employee cannot be required to use any accrued leave during the imposed paid administrative leave.

[4] TSPC investigates reports on commission licensees.

[5] ODE investigates reports on persons who are not commission licensees.

contractor, agent or volunteer, and such reinstatement may not occur until such time as a report of suspected sexual conduct has been investigated and a determination has been made by TSPC or ODE, as appropriate, that the report is unsubstantiated.

Upon request from ODE or TSPC the district will provide requested documents or materials to the extent allowed by state and federal law.

The name, address and other identifying information about the employee who made the report are confidential and are not accessible for public inspection.

An "investigation" means a detailed inquiry into the factual allegations of a report of suspected sexual conduct that is based on interviews with the person who initiated the report, the person who may have been subjected to sexual conduct, witnesses and the person who is the subject of the report, and results in a finding that the report is a substantiated report, cannot be substantiated, or is not a report of sexual conduct. If the subject of the report is a district employee represented by a contract or a collective bargaining agreement, the investigation must meet any negotiated standards of such employment contract or agreement.

Nothing prevents the district from conducting its own investigation, unless another agency requests to lead the investigation or requests the district to suspend their investigation, or taking an employment action based on information available to the district before an investigation conducted by another agency is completed. The district will cooperate with agencies assigned to conduct such investigations.

A "substantiated report" means a report of sexual conduct that TSPC or ODE determines is founded.

If, following the investigation, the district decides to take an employment action, the district will inform the district employee of the employment action to be taken and provide information about the appropriate appeal process. The employee may appeal the employment action taken through the appeal process provided by the applicable collective bargaining agreement. The employee not covered by a collective bargaining agreement may appeal the employment action taken through an appeal process administered by a neutral third party.

If the district is notified that the employee decided not to appeal the employment action or if the determination of an appeal sustained the employment action, the district shall create a record of the findings of the substantiated report and the employment action taken by the district will be placed in the records on the school employee maintained by the district. Such records created are confidential and not public records as defined in Oregon Revised Statute (ORS) 192.311, however the district may use the record as a basis for providing information required to be disclosed about a district employee under ORS 339.378(1). The district will notify the employee that information about substantiated reports may be disclosed to a potential employer.

Training

The district shall provide information and training each school year to district employees on the following:

1. Prevention and identification of sexual conduct;

2. Obligations of district employees under ORS 339.388 and 419B.005 - 419B.050 and under adopted board policies to report suspected sexual conduct; and

3. Appropriate electronic communications with students.

The district shall make available each school year the training described above to contractors, agents, volunteers and to parents and legal guardians of students attending district-operated schools, and will be made available separately from the training provided to district employees.

The district shall provide to contractors, agents and volunteers each school year information on the following:

1. Prevention and identification of sexual conduct;

2. Obligations of district employees under adopted board policies to report suspected sexual conduct; and

3. Appropriate electronic communications with students.

The district shall make available each school year training that is designed to prevent sexual conduct to students attending district-operated schools.

PROPOSED

Alsea School District

SUSPECTED SEXUAL CONDUCT REPORT FORM

Name of person making report: _____

Position of person making report: _____

Name of person suspected of sexual conduct: _____

Date and place of incident or incidents: _____

_____

Description of suspected sexual conduct: _____

_____

_____

Name of witnesses (if any): _____

_____

_____

Evidence of suspected sexual conduct, e.g., letters, photos, etc. (attach evidence if possible): _____

_____

Any other information: _____

_____

_____

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: _____ Date: _____

PROPOSED

Alsea School District

WITNESS DISCLOSURE FORM

Name of witness: _____

Position of witness: _____

Date of testimony/interview: _____

Description of instance witnessed: _____

_____

_____

_____

_____

Any other information: _____

_____

_____

_____

_____

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: _____ Date: _____

PROPOSED

Alsea School District 7J

Code: GBNAB/JHFE
Adopted:

Suspected Abuse of a Child Reporting Requirements**

Any district employee who has reasonable cause to believe that **any child** with whom the employee has come in contact has suffered abuse[1] shall orally report or cause an oral report immediately by telephone or otherwise to the local office of the Oregon Department of Human Services (DHS) or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to Oregon Revised Statute (ORS) 419B.010. Any district employee who has reasonable cause to believe that **any person**[2] with whom the employee is in contact has abused a child shall immediately report or cause a report to be made in the same manner to DHS or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419B.010. If known, the report shall contain the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the abuse and the identity of a possible perpetrator.

Abuse of a child by district employees, contractors[3], agents[4], volunteers[5], or students is prohibited and will not be tolerated. All district employees, contractors, agents, volunteers and students are subject to this policy and the accompanying administrative regulation.

Any district employee who has reasonable cause to believe that another district employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another district employee, contractor, agent, volunteer or student shall immediately report such to the Oregon Department of Human Services (DHS) or its designee or the local law enforcement agency pursuant to ORS 419B.015, and to the designated licensed administrator.

PROPOSED

[1] Includes the neglect of a child; abuse is defined in ORS 419B.005.

[2] "Person" could include adult, student or other child.

[3] "Contractor" means a person providing services to the district under a contract in a manner that requires the person to have direct, unsupervised contact with students.

[4] "Agent" means a person acting as an agent for the district in a manner that requires the person to have direct, unsupervised contact with students.

[5] "Volunteer" means a person acting as a volunteer for the district in a manner that requires the person to have direct, unsupervised contact with students.

The district will designate a licensed administrator and an alternate licensed administrator, in the event that the designated licensed administrator is the suspected abuser, for each school building to receive reports of suspected abuse of a child by district employees, contractors, agents, volunteers or students.

If the superintendent is the alleged perpetrator the report shall be submitted to the building principal who shall also report to the Board chair.

The district will post the names and contact information of the designees for each school building, in the respective school, designated to receive reports of suspected abuse and the procedures in GBNAB/JHFE-AR(1) - Reporting of Suspected Abuse of a Child the designee will follow upon receipt of a report, the contact information for local law enforcement and the local DHS office or its designee, and a statement that this duty to report suspected abuse is in addition to the requirements of reporting to a designated licensed administrator.

When a designee receives a report of suspected abuse, the designee will follow procedure established by the district and set forth in administrative regulation GBNAB/JHFE-AR(1) - Reporting of Suspected Abuse of a Child. All such reports of suspected abuse will be reported to a law enforcement agency or DHS, or its designee, for investigation, and the agency will complete an investigation regardless of any changes in the relationship or duties of the person who is the alleged abuser.

When there is reasonable cause to support a report, a district employee suspected of abuse shall be placed on paid administrative leave pending an investigation and the district will take necessary actions to ensure the student's safety. When there is reasonable cause to support a report, a district contractor, agent or volunteer suspected of abuse shall be removed from providing services to the district and the district will take necessary actions to ensure the student's safety.

The district will notify the person, as allowed by state and federal law, who was subjected to the suspected abuse about any actions taken by the district as a result of the report.

A substantiated report of abuse by an employee shall be documented in the employee's personnel file. A substantiated report of abuse by a student shall be documented in the student's education record.

The initiation of a report in good faith, pursuant to this policy, may not adversely affect any terms or conditions of employment or the work environment of the person initiating the report or who may have been subjected to abuse. If a student initiates a report of suspected abuse of a child by a district employee, contractor, agent, volunteer or student, in good faith, the student will not be disciplined by the district or any district employee, contractor, agent or volunteer. Intentionally making a false report of abuse of a child is a Class A violation.

The district shall provide information and training each school year to district employees on the prevention and identification of abuse, the obligations of district employees under ORS 339.388 and ORS 419B.005 - 419B.050 and as directed by Board policy to report suspected abuse of a child, and appropriate electronic communications with students. The district shall make available each school year the training described above to contractors, agents, volunteers, and parents and legal guardians of students attending district-operated schools, and will be made available separately from the training provided to district employees. The district shall provide each school year information on the prevention and identification of abuse, the obligations of district employees under Board policy to report abuse, and appropriate electronic communications with students to contractors, agents and volunteers. The district shall make available each school year training that is designed to prevent abuse to students attending district-operated schools.

PROPOSED

The district shall provide to a district employee at the time of hire, or to a contractor, agent, or volunteer at the time of beginning service for the district, the following:

1. A description of conduct that may constitute abuse;

2. A description of the investigatory process and possible consequences if a report of suspected abuse is substantiated; and

3. A description of the prohibitions imposed on district employees, contractors, and agents when they attempt to obtain a new job, as provided under ORS 339.378. A district employee, contractor or agent will not assist another district employee, contractor or agent in obtaining a new job if the individual knows, or has reasonable or probable cause to believe the district employee, contractor or agent engaged in abuse, unless criteria found in ORS 339.378(2)(c) are applicable.

Nothing in this policy prevents the district from disclosing information required by law or providing the routine transmission of administrative and personnel files pursuant to law.

The district shall make available to students, district employees, contractors, agents, and volunteers a policy of appropriate electronic communications with students.

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

The superintendent shall develop administrative regulations as are necessary to implement this policy and to comply with state law.

END OF POLICY

Legal Reference(s):

ORS 339.370 - 339.400
ORS 418.257 - 418.259
ORS 419B.005 - 419B.050
OAR 581-022-2205

Greene v. Camreta, 588 F.3d 1011 (9th Cir. 2009), vacated in part by, remanded by Camreta v. Greene, 131 S. Ct. 2020 (U.S. 2011); vacated in part, remanded by Greene v. Camreta 661 F.3d 1201 (9th Cir. 2011).
Senate Bill 51 (2021).

PROPOSED

Alsea School District 7J

Code: GC
Adopted:

Licensed Staff Positions

The superintendent shall establish licensed staff positions necessary to carry out the district's instructional goals.

Positions so established may include those which carry other than classroom teaching responsibility.

END OF POLICY

Legal Reference(s):

ORS 332.505 OAR 581-021-0045

Job York v. Portland Sch. Dist., No. FDA 83-7 (August 1983).
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (2012).
Title II of the Genetic Information Nondiscrimination Act of 2008.
Section 503 of the Rehabilitation Act of 1973.

PROPOSED

Alsea School District 7J

Code: GCAB
Adopted:

Personal Electronic Devices and Social Media - Staff**

Staff possession or use of personal electronic devices on district property, in district facilities during the work day and while the staff is on duty in attendance at district-sponsored activities may be permitted subject to the limitations set forth in this policy and consistent with any additional school rules as may be established by the superintendent or designee. At no time, whether on duty or off duty, will a personal electronic device be used in a manner that interferes with staff duty and responsibility for the supervision of students.

A "personal electronic device" is a device not issued by the district and is capable of electronically communicating, sending, receiving, storing, recording, reproducing, and/or displaying information and data.

Personal electronic devices shall be silenced during instructional or class time, while on duty or at any other time where such use of the device would cause a disruption of school activities or interfere with a work assignment. Devices, which have the capability to take photographs or record video or audio, shall not be used for such purposes while on district property or while a staff member is on duty at district-sponsored activities, unless as expressly authorized by the principal or designee for a use directly related to and consistent with the employee's assigned duties. Computers, tablets, iPads or similar devices brought to school will be restricted to academic activities during on duty time.

The district will not be liable for loss or damage to personal electronic devices brought to district property and district-sponsored activities.

Staff members, while on duty and off duty, will utilize social media websites, public websites and blogs, judiciously by not posting confidential information about students, staff or district business.[1] Staff may not post images of district facilities, staff, students, volunteers or parents without written authorization from persons with authority to grant such a release. Staff members, while on duty and off duty, will treat fellow employees, students and the public with respect while posting on social media websites, etc., in order to prevent substantial disruption in school.

Communication with students using personal electronic devices will be appropriate and professional. Communication with students using personal electronic devices regarding nonschool-related matters is prohibited during work hours and strongly discouraged at all other times. If communicating with students electronically regarding school-related matters, staff will use district e-mail using mailing lists and/or other internet messaging to a group of students rather than individual students. Texting a student during work hours is discouraged. Texting a student while off duty is strongly discouraged.

Exceptions to the prohibitions set forth in this policy may be made for health, safety or emergency reasons with superintendent or designee approval.

[1] Nothing in this policy is intended in any form to limit the right of employees to engage in protected labor activities via the use of social media.

Staff are subject to disciplinary action up to and including dismissal for using a personal electronic device in any manner that is illegal or violates the terms of this policy. Staff actions on social media websites, public websites and blogs, while on or off duty, which disrupt the school environment, are subject to disciplinary action up to and including dismissal. A "disruption"[2] for purposes of this policy includes, but is not limited to, one or more parent threatens to remove their children from a particular class or particular school, actual withdrawal of a student or students from a particular class or particular school and/or a threatened or actual negative impact on the learning environment.

The taking, disseminating, transferring or sharing of obscene, pornographic or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (commonly called texting, sexting, emailing, etc.) may constitute a crime under state and/or federal law. Any person taking, disseminating, transferring or sharing obscene, pornographic or otherwise illegal images or photographs, will be reported to law enforcement and/or other appropriate state or federal agencies.

Licensed staff are subject at all times to the Standards for Competent and Ethical Performance of Oregon Educators.

The superintendent shall ensure that this policy is available to all employees.

END OF POLICY

Legal Reference(s):

ORS 163.432
ORS 163.433
ORS 163.684
ORS 163.686
ORS 163.687
ORS 163.688
ORS 163.689
ORS 163.693
ORS 163.700
ORS 167.057
ORS 326.011
ORS 326.051
ORS 332.072
ORS 332.107
ORS 336.840
ORS 339.372

[OAR 584-020-0000 – 020-0035]

Senate Bill 155 (2019)

PROPOSED

[2] Ibid. p. 1

18 U.S.C. § 1466A (2018).
18 U.S.C. § 1470 (2018).
20 U.S.C. § 7131 (2018).
20 U.S.C. § 7906 (2018).
Copyrights, Title 17, as amended, United States Code (2018); 19 C.F.R. Part 133 (2019).
Melzer v. Bd. Of Educ., City of New York, 336 F.3d 185 (2d Cir. 2003).
Ross v. Springfield Sch. Dist., No. FDA 80-1, aff'd, 56 Or. App. 197, rev'd and remanded, 294 Or. 357 (1982), order on remand (1983), aff'd, 71 Or. App. 111 (1984), rev'd and remanded, 300 Or. 507 (1986), order on second remand (1987), revised order on second remand (1988).

PROPOSED

Alsea School District 7J

Code: **GCBC/GDBC**
Adopted: 1/13/16
Orig. Code: GCBC/GDBC

Associated Payroll Costs

The Board shall pay insurance premiums for district employees according to relevant collective bargaining agreements.

The district will honor the ability of a district employee to elect dependent insurance coverage for all eligible dependents. Employees will be liable for any tax liability that may arise from this coverage. Such insurance will be provided and notice given in compliance with any rules of the carrier regarding ~~domestic partner~~ benefits, current relevant collective bargaining agreement, Board policy and state and federal law.

~~All classified personnel contracted for half-time or more per day will be eligible for coverage under district-provided insurance programs.~~

~~District employees will cease to be eligible for district-paid insurance programs the last day of the calendar month in which eligible employment is terminated.~~

Employees eligible for insurance benefits at the close of the school year and who have been rehired by the district for eligible employment the following school year will be considered eligible during the interim.

The superintendent will develop administrative regulations, as necessary, to implement this policy.

END OF POLICY

Legal Reference(s):

ORS 332.507

Consolidated Omnibus Budget Reconciliation Act of 1985, 29 U.S.C. §§ 1161-1169 (2012).
Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001-1461 (2012).
Tanner v. OHSU, 157 Or. App. 502 (1998).

Alsea School District 7J

Code: **GCBDA/GDBDA-AR(1)**
Revised/Reviewed: 3/11/21
Orig. Code(s): GCBDA/GDBDA-AR(1)

Oregon Family Medical Leave (OFLA)

(Because the district has over 50 employees, the combined OFLA/FMLA AR are recommended)

Coverage

The Oregon Family Leave Act (OFLA) and the Oregon Military Family Leave Act (OMFLA) covers districts that employ 25 or more part-time or full-time employees in Oregon based on employment during each working day during any of the 20 or more workweeks in the calendar year in which the leave is to be taken or in the calendar year immediately preceding the year in which the leave is to be taken.

Eligibility

An eligible employee is an employee employed in the state of Oregon on the date OFLA leave begins. OFLA applies to employees who work an average of 25 hours or more per week during the 180 calendar days or more immediately prior to the first day of the start of the requested leave.[1] For parental leave purposes, an employee becomes eligible upon completing at least 180 calendar days immediately preceding the date on which the parental leave begins. There is no minimum average number of hours worked per week when determining employee eligibility for parental leave.

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

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

2. An employee who has taken 12 weeks of parental leave need not requalify to take an additional 12 weeks in the same leave year for sick child leave; and

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, unless the reason is no longer qualifying.

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

In determining if an employee has been employed for the preceding 180 calendar days, when applicable, the employer must consider days (e.g. paid or unpaid) an employee is maintained on payroll for any part of a workweek.

[1] The requirements of OFLA do not apply to an 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 leave required by OFLA.

Full-time public school teachers who have been maintained on payroll by a district for 180 consecutive calendar days are thereafter deemed to have been employed for an average of at least 25 hours per week during the 180 days immediately preceding the start date of the OFLA leave. This provision is eligible for rebuttal if for example the employee was on a nonpaid sabbatical.

In determining average workweek, the employer must count the actual hours worked using the Fair Labor Standards Act (FLSA) guidelines.

Qualifying Reasons

Eligible employees may access OFLA for the following reasons:

1. Serious health condition of the employee or the employee's covered family member:

    a. Inpatient care;
    b. Continuing treatment;
    c. Chronic conditions;
    d. Permanent, long-term or terminal conditions;
    e. Multiple treatments;
    f. Pregnancy and prenatal care.

2. Parental leave (separate from eligible leave as a result of the child's serious health condition):

    a. Bonding with and the care for the employee's newborn (within 12 months following birth);
    b. Bonding with and the care for a newly adopted or newly placed foster child under the age of 18 (within 12 months of placement);
    c. Care for a newly adopted or newly placed foster child over 18 years of age who is incapable of self-care because of a physical or mental impairment (within 12 months of placement);
    d. Time to effectuate the legal process required for placement of a foster child or the adoption of a child.

3. Sick Child Leave: leave for non-serious health conditions of the employee's child. Sick child leave includes absence to care for an employee's child whose school or child care provider has been closed[2] in conjunction with a statewide public health emergency declared by a public health official.[3]

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

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

[3] The district may request verification of the need for sick child leave due to a closure during a statewide emergency. Verification may include:
1. The name of the child being cared for;
2. The name of the school or child care provider that has closed or become unavailable; and
3. A statement from the employee that no other family member of the child is willing and able to care for the child.

With the care of a child older than 14, a statement that special circumstances exist requiring the employee to provide care to the child during daylight hours.

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

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

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

Definitions

1. Family member:

   For the purposes of OFLA, "family member" means:

   a. Spouse[5];
   b. Same-gender domestic partner;
   c. Parent;
   d. Parent-in-law;
   e. Parent of employee's same-gender domestic partner;
   f. Child;
   g. Child of employee's same-gender domestic partner;
   h. Grandchild;
   i. Grandparent;
   j. Persons who are "in loco parentis".

2. Child:

   a. For the purposes of OFLA, "child" means a biological, adopted, foster child or stepchild of the employee, the child of the employee's same-gender domestic partner, or a child with whom the employee is or was in a relationship of "in loco parentis".
   b. For the purposes of parental and sick child leave under OFLA, the child must be under the age of 18 or an adult dependent child substantially limited by a physical or mental impairment.

3. In loco parentis:

   For the purposes of OFLA, "in loco parentis" means person in the place of the parent having financial or day-to-day responsibility for the care of a child. A legal or biological relationship is not required.

Leave Period

For the purposes of calculating an employee's leave period, the district will use July 1 through June 30. The same method for calculating the 12-month period for OFLA leave entitlement shall be used for all employees. However, in all instances, the leave period for the purposes of OMFLA shall be dependent on the start of any such regardless of the district's designated 12-month leave period described above.

Leave Duration

For the purposes of OFLA, an eligible employee is generally entitled to a total of 12 weeks of qualified leave during the district's designated leave period. However, a woman is entitled to an additional full 12

[5] "Spouse" means individuals in a marriage, including "common law" marriage, same-sex marriage or same sex individuals with a Certificate of Registered Domestic Partnership.

weeks of parental leave during the district's designated leave period following the birth of a child, regardless of how much OFLA qualified leave she has taken prior to the birth of such child during the district's designated leave period. Likewise, an employee who uses the full 12 weeks of parental leave during the district designated leave period, will be entitled to an additional 12 weeks of sick child leave under OFLA during the district's designated leave period for the purpose of caring for a child(ren) with a non-serious health condition requiring home care.[6] OFLA does not combine the leave entitlement for spouses working for the district. However, under OFLA, family members who work for the district may be restricted from taking concurrent OFLA qualified leave.[7]

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

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

For the purpose of tracking the number of leave hours an eligible employee is entitled and/or has used during each week of the employee's leave, leave entitlement is calculated by multiplying the number of hours the eligible employee normally works per week by 12[8]. 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[19]. If an employee takes intermittent or reduced work schedule leave, only the actual number of hours of leave taken may be counted toward the 12 weeks of leave to which the employee is entitled.

Intermittent Leave

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

Intermittent leave is taken in multiple blocks of time (hours, days, weeks, etc.) rather than in one continuous block of time and/or requires a modified or reduced work schedule. For OFLA this includes but not limited to sick child leave taken requiring an altered or reduced work schedule because the intermittent or recurring closure of a child's school or child care provider due to a statewide public health emergency declared by a public health official.

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

[7] Exceptions to the ability to require family members from taking OFLA qualified leave at different times are when 1) employee is caring for the other employee who has a serious medical condition; 2) one employee is caring for a child with a serious medical condition when the other employee is suffering a serious medical condition; 3) each family member is suffering a serious medical condition; 4) each family members want to take bereavement leave under OFLA; and 5) the employer allows the family members to take concurrent leave.

[8] 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.

[9] 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.

When an employee is eligible for OFLA leave the employer:

1. May allow an exempt employee, as defined by state and federal law, with accrued paid time off to take OFLA leave in blocks of less than a full day, but;

2. May not reduce the salary of an employee who is taking intermittent leave when they do not have accrued paid leave available. To do so would result in the loss of exemption under state law.

An employee's OFLA intermittent leave time is determined by calculating the difference between the employee's normal work schedule and the number of hours the employee actually works during the leave period. The result of such calculation is credited against the eligible employee's leave entitlement.

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

Alternate Work Assignment

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

1. The employee accepts the position voluntarily and without coercion;

2. The transfer is temporary, lasts no longer than necessary and has equivalent pay and benefits;

3. The transfer is compliant with any applicable collective bargaining agreement;

4. The transfer is compliant with state and federal law, including but not limited to the protections provided for in OFLA; and

5. The transfer is not used to discourage the employee from taking OFLA leave for a serious health condition or to create a hardship for the employee.

The district may transfer an eligible employee who is on a foreseeable intermittent OFLA leave to another position with the same or different duties to accommodate the leave, provided:

1. The employee accepts the transfer position voluntarily and without coercion;

2. The transfer is temporary, lasts no longer than necessary and has equivalent pay and benefits;

3. The transfer is compliant with any applicable collective bargaining agreement;

4. The transfer is compliant with state law, including but not limited to the protections provided for in OFLA;

5. The transfer to an alternate position is used only when there is no other reasonable option available that would allow the employee to use intermittent leave or reduced work schedule; and

6. The transfer is not used to discourage the employee from taking intermittent or reduced work schedule leave, or to create a hardship for the employee.

If an eligible employee is transferred to an alternative position, and as a result the employee works fewer hours than the employee was working in the original position, the employee's OFLA leave time is determined by calculating the difference between the employee's normal work schedule and the number of

hours the employee actually works during the leave period. The result of such calculation is credited against the eligible employee's leave entitlement.

When an employee is transferred to alternate position as described above but such transfer does not result in a reduced schedule, time worked in any such alternate position shall not be considered for the purpose of OFLA leave. An employee working in an alternate position retains the right to return to the employee's original position unless all OFLA leave taken in that leave year plus the period of time worked in the alternate position exceeds 12 weeks.

Special Rules for School Employees

For the purposes of OFLA, "school employee" means employees employed principally as instructors in public kindergartens, elementary schools, secondary schools or education service districts.

OFLA leave that is taken for a period that ends with the school year and begins with the next semester is considered consecutive rather than intermittent. In any such situation, the eligible school employee will receive any benefits during the break period that employees would normally receive if they had been working at the end of the school year.

1. Foreseeable Intermittent Leave Exceeding 20 Percent of Working Days

   When the qualified leave is foreseeable, will encompass more than 20 percent of the eligible school employee's regular work schedule during the leave period, and the purpose of such leave is to care for a family members with a serious medical condition, for a servicemember with a serious medical condition or because of the employee's own serious medical condition, the district may require the eligible school employee to:

   a. Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
   b. Temporarily transfer the eligible school employee to an alternate position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than the employee's original position.

2. Limitation on Leave near the End of the School Year

   When an eligible school employee requests leave near the end of the school year, the district may require the following:

   a. When the qualified leave begins more than five weeks before the end of the school year:

      (1) For the purposes of OFLA leave, if the reason for the leave is because of the eligible school employee's own serious health condition, the eligible school employee may be required to remain in leave until the end of the school year provided:

         (a) The leave will last at least three weeks; and
         (b) The employee's return to work would occur within three weeks of the end of the school year.

   b. For the purposes of OFLA leave, when the qualified leave begins within five weeks of the end of the school year and the purpose of such leave is parental leave, for the serious health condition of a family member or for the serious health condition of a servicemember, the

eligible school employee may be required to remain on leave until the end of the school year provided:

(1) The leave will last more than two weeks; and
(2) The employee would return to work during the two week period before the end of the school year.

c. For the purposes of OFLA leave, when the qualified leave begins within three weeks of the end of the school year and the purpose of such leave is parental leave, for the serious health condition of a family member or for the serious health condition of a servicemember, the eligible school employee may be required to remain on leave until the end of the school year provided the length of the leave will last more than five working days.

If the district requires an eligible school employee to remain on leave until the end of the school year as described above, additional leave required by the employer until the end of the school year shall not count against the eligible school employee's leave entitlement.

Paid/Unpaid Leave

OFLA does not require the district to pay an eligible employee who is on a qualified leave. Subject to any related provisions in any applicable collective bargaining agreement, the district requires the eligible employee to use any available accrued sick leave, vacation or personal leave days (or other available paid time established by Board policy(ies) and/or collective bargaining agreement) in the order specified by the district and before taking OFLA leave without pay during the leave period.

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

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

Eligible employees who request OMFLA leave shall not be required to use any available accrued paid time off during the OMFLA leave period.

Benefits and Insurance

When an eligible employee returns to work following a OFLA qualified leave, the employee must be reinstated to the same position the employee held when the leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

During an OFLA qualified leave an eligible employee does not accrue seniority or other benefits that would have accrued while the employee was working. The eligible employee is also subject to layoff to

the same extent similarly situated employees not taking OFLA leave are subject unless the terms of an applicable collective bargaining agreement, other agreement or the district's policies provides otherwise.

For the purposes of OFLA, the school district will continue to pay the employer portion of the eligible employee's group health insurance contribution (if applicable) during the qualified leave period. The eligible employee is required to the employee portion of any such group health insurance contribution as a condition of continued coverage.

For the purposes of OMFLA, the eligible employee is entitled to a continuation of benefits.

Fitness-for-Duty Certification

Prior to the reinstatement of an employee following a leave which was the result of the employee's own serious health condition, the district may require the employee to obtain and present a Fitness-for-Duty Certification. The certification will specifically address the employee's ability to perform the essential functions of the employee's job as they relate to the health condition that was the reason for the leave. If the district is going to require a fitness-for-duty certification upon return to work, the district must notify the employee of such requirement when the leave is designated as an OFLA leave. Failure to provide the fitness-for-duty certification may result in a delay or denial of reinstatement.

For the purposes of OFLA qualified leave, any out of pocket costs associated with obtaining the fitness-for-duty certification shall be borne by the district.

If the leave is qualified under OFLA, any out-of-pocket costs associated with obtaining the fitness-for-duty certification shall be borne by the district.

Application

An eligible employee requesting 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. When appropriate, the eligible employee must make a reasonable effort to schedule treatment, including intermittent leave and reduced leave, so as not to unduly disrupt the operation of the district.

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

For the purposes of OFLA, an eligible employee is required to provide oral or written notice within 24 hours of commencement of the leave in unanticipated or emergency leave situations. The employee may designate a family member or friend to notify the district during that period of time. Failure of an employee to provide the required notice for leave covered by OFLA may result in the district deducting up to three weeks from the employee's unused OFLA leave in that one-year leave period. The employee may be subject to disciplinary action for not following the district's notice procedures.

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

Medical Certification

The district may require an eligible employee to provide medical documentation, when appropriate, to support the stated reason for the leave. The district will provide written notification to employees of this requirement within three working days of employee's request for leave. If the employee does not provide 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.

Second and Third Opinions

For the purposes of OFLA and except for leave related to sick child leave under OFLA, the district may require the employee to obtain a second opinion from a health care provider designated by the district. If the first and second verifications conflict, the employer may require the two health care providers to jointly designate a third health care provider for the purpose of providing a verification. This third verification shall be final and binding.

Notification

Any notice required by 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 business manager.

Record Keeping/Posted Notice

The district will maintain all records as required by 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 Oregon Family Leave Act requirements.

DELETE

Alsea School District 7J

Code: **GCBDA/GDBDA-AR(3)**
Revised/Reviewed: 6/13/17
Orig. Code(s): GCBDA/GDBDA-AR(3)

Sample Letter to Employee - OFLA Leave

The following is a sample cover letter to an employee notifying the employee that the employer is treating a request for leave as a request for OFLA leave (either paid or unpaid) that will reduce the employee's OFLA leave entitlement. This letter should be mailed to the employee within two working days after the employee's request for the leave along with the OFLA notice form.

Dear Employee:

On _____ (date) you advised the district that you were requesting a leave that may qualify for protected time under the Oregon Family Leave Act (OFLA). Under our policy, a leave of absence that qualifies for family and medical leave under state law, may run concurrently with other types of leave, including but not limited to, sick leave, vacation leave, short-term disability leave and bereavement leave. OFLA cannot run concurrently with a leave for workers' compensation injury or illness (unless you refuse a light-duty assignment).

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

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

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

Sincerely,

[Superintendent]

Enclosure (OFLA Eligibility Notice to Employee form)

Alsea School District 7J

Code: GCBDA/GDBDA-AR(5)
Revised/Reviewed: 6/13/17
Orig. Code(s): GCBDA/GDBDA-AR(5)

OFLA Medical Certification

(To be completed by health-care provider)

Certification of Health Care Provider (Oregon Family Leave Act)

1. Employee's Name: _____

2. Patient's Name (if different from employee): _____

3. Does the patient's condition qualify as a serious health condition under any of the following reasons listed? ☐ Yes ☐ No

If yes, please check the applicable reason(s):

☐ Inpatient care ☐ Continuing treatment ☐ Chronic conditions ☐ Multiple treatments

☐ Permanent, long-term or terminal conditions ☐ Pregnancy and prenatal care

4. Provide a brief statement as to how the medical facts meet the criteria of the category you checked above. _____
_____

5. What is the common name of the medical condition (e.g., cancer, diabetes, stroke, etc.)?
_____
_____

6. Please state the approximate date the condition commenced: _____, and the probable date the employee will be able to return to work: _____.

7. Will it be necessary for the employee to work only intermittently or to work on a less than full schedule as a result of the condition? ☐ Yes ☐ No

If yes, give the probable duration: _____

8. If additional treatments will be required for the condition, provide an estimate of the probable number of such treatments._____

If the patient will miss work intermittently, please indicate dates and intervals of treatment, length of treatment, frequency of treatment, recovery time from treatment. _____
_____

If any of these treatments will be provided by another provider of health services (e.g., physical therapist), please state the nature of the treatments and the provider if known._____

_____

9. If the condition is a chronic condition or pregnancy, state whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity: _____

_____

10. If a regimen of continuing treatment by the patient is required under your supervision, provide a general description of such regimen (e.g., prescription drugs, physical therapy requiring special equipment). _____

_____

_____

11. Is leave required to care for a family member with a serious health condition? ☐ Yes ☐ No

If the family member will need care only intermittently or on a part-time basis, please indicate the probable duration of this need. _____

12. If leave is required to care for a family member of the employee with a serious health condition, does the patient require assistance for basic medical or personal needs or safety, or for transportation?
☐ Yes ☐ No

If yes, briefly describe assistance required _____

_____

_____

_____

_____ _____

Health Care Provider Date

_____ _____

Address Telephone Number

To be completed by the employee needing family leave to care for a family member:

State the care you will provide and an estimate of the period during which care will be provided, including a schedule if leave is to be taken intermittently or if it will be necessary for you to work less than a full schedule. _____

_____

_____

_____

_____

_____ _____

Employee Signature Date

Alsea School District 7J

Code: GCBDA/GDBDA-AR(6)
Revised/Reviewed: 6/13/17
Orig. Code(s): GCBDA/GDBDA-AR(6)

Oregon Military Family Leave

(Leave due to notification of impending call to active duty or deployment.)

Section 1: (To be completed by the district)

The Oregon Military Family Leave Act (OMFLA) provides that a district may require an employee seeking OMFLA leave due to notification of impending call to active duty or deployment, to submit a notification of the intention to take leave within five business days of receiving official notice.

District Name and Address: _____

Superintendent or designee information: _____

Section 2: (To be completed by the employee)

Complete the information below fully and completely. The Oregon Military Family Leave Act permits the district to require that you submit a timely, complete and sufficient notification for Oregon Military Family Leave Act due to notification of impending call to active duty or deployment.

Employee's Name:_____
First Middle Last

Name of covered military member on active duty, called to active duty status or deployed:

_____
First Middle Last

Relationship of covered military member to you: _____

Period of covered military member's impending call to active duty or deployment : _____

_____

Documentation to support a request for Oregon Military Family leave includes written documentation confirming a covered military member's active duty, call to active duty or deployment status. Please check one of the following and attach the indicated document to support that the military member is on covered active duty or called to covered active duty status:

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

Part A: Qualifying Reason for Leave

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

_____

_____

_____

Part B: Amount of Leave Needed

1. The approximate date the active duty or deployment commenced or will commence is: _____

   The probable duration of such active duty or deployment: _____

2. Will you need to be absent from work for a single continuous period of time due to the active duty or deployment? ☐ Yes ☐ No
   If yes, estimate the beginning and ending dates for the period of absence: _____

3. Will you need to be absent from work periodically to address this active duty or deployment?
   ☐ Yes ☐ No
   If yes, estimate the schedule of leave, including the dates of any scheduled meetings or appointments:

   _____

   _____

Part D: Employee Signature

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

_____ _____

Signature of Employee Date

DELETE

Alsea School District 7J

Code: **GCBDA/GDBDA-AR(7)**
Revised/Reviewed: 6/13/17
Orig. Code(s): GCBDA/GDBDA-AR(7)

Designation Notice – OFLA

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

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

Employee Name: _____ Date: _____

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

Please be advised:

☐ Your request is approved for OFLA. All leave taken for this reason will be designated as OFLA leave.

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

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

_____

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

Please be advised (check if applicable):

☐ You have requested to use paid leave during your OFLA leave. Any paid leave taken for this reason will count against your OFLA leave entitlement.

☐ We are requiring you to substitute or use paid leave during your OFLA leave.

☐ You will be required to present a fitness-for-duty certification to be reinstated to your position. If such certification is not timely received, your return to work may be delayed until certification is

provided. The Fitness-for-Duty Certification form is attached, please have your medical provider complete this form prior to the termination of your leave. A list of the essential functions of your position ☐ is ☐ is not attached. If attached, the fitness-for-duty certifications must address your ability to perform these functions.

☐ Additional information is needed to determine if your OFLA leave request can be approved.

☐ The certification you have provided is incomplete and insufficient to determine whether the OFLA applies to your leave procedures. You must provide the following information no later than _____(date) (at least 15 calendar days), unless it is not practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied. The information needed to make the certification complete and sufficient is:

_____

_____

☐ We are exercising our right to have you obtain a second or third opinion medical certification at our expense, and we will provide further details at a later time.

****

☐ Your OFLA leave request is NOT APPROVED.

☐ The OFLA does not apply to your leave request.

☐ You have exhausted your OFLA leave entitlement in the applicable 12-month period.

DELETE

Alsea School District 7J

Code: **GCBDA/GDBDA-AR(8)**
Revised/Reviewed: 6/13/17
Orig. Code(s): GCBDA/GDBDA-AR(8)

Fitness-for-Duty Certification

To: _____ Date: _____

From: _____

Subject: Fitness-for-Duty Certification

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

Return the completed Fitness-for-Duty Certification to the district prior to the end of your OFLA leave or by (date) _____.

Fitness-for-Duty Certification

Health Care Provider Completes this Section

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

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

   a. If yes, list the effective date _____.
   b. If no, complete the following:

      (1) The employee will be able to return to work with no limitation on (date) _____.
      (2) I certify that from (date) _____ to (date) _____ the above named employee will be:

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

         **If partially medically incapacitated, complete the following:

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

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

DELETE

_____ _____
Printed Name of Health Care Provider Type of Practice

_____ _____
Signature - Health Care Provider Date

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

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

DELETE

Alsea School District 7J

Code: GBNAB/JHFE-AR(1)
Adopted:

Reporting of Suspected Abuse of a Child

Reporting

Any district employee having reasonable cause to believe that **any child** with whom the employee comes in contact has suffered abuse[1] shall orally report or cause an oral report immediately by telephone or otherwise to the local office of the Oregon Department of Human Services (DHS) or its designee or to a law enforcement agency within the county where the person making the report is at the time of their contact. Any district employee who has reasonable cause to believe that **any person**[2] with whom the employee is in contact has abused a child shall immediately report or cause a report to be made in the same manner to DHS or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419B.010.

Any district employee who has reasonable cause to believe that another district employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another district employee, contractor, agent, volunteer or student shall immediately report such to the DHS or its designee or the local law enforcement agency pursuant to ORS 419B.015, and to the designated licensed administrator or alternate licensed administrator for their school building.

If known, the report shall contain the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the suspected abuse and the identity of a possible perpetrator.

If the superintendent is the alleged abuser the report shall be submitted to the building principal who shall refer the report to the Board chair.

A written record of the abuse report shall be made by the employee reporting the suspected abuse of a student and will include: name and position of the person making the report; name of the student; name and position of any witness; description of the nature and extent of the abuse, including any information which could be helpful in establishing cause of abuse and identity of the abuser; description of how the report was made (i.e., phone or other method); name of the agency and individual who took the report; date and time that the report was made; and name of district administrator who received a copy of the written report.

The written record of the abuse report shall not be placed in the student's educational record. A copy of the written report shall be retained by the employee making the report and a copy shall be provided to the designee that received the report.

---

[1] Includes the neglect of a child; abuse is defined in ORS 419B.005.

[2] "Person" could include adult, student or other child.

When the designee receives a report of suspected abuse of a child by a district employee, and there is reasonable cause to support the report, the district shall place the district employee on paid administrative leave[3] and take necessary actions to ensure the student's safety. The employee shall remain on leave until DHS or law enforcement determines that the report is substantiated and the district takes the appropriate employment action, or cannot be substantiated or is not a report of abuse and the district determines that either 1) an employment policy was violated and the district will take appropriate employment action against the employee, or 2) an employment policy has not be violated and no action is required by the district against the employee.

When the designee receives a report of suspected abuse by a contractor, agent or volunteer, the district may prohibit the contractor, agent or volunteer from providing services to the district. If the district determines there is reasonable cause to support the report of suspected abuse, the district shall prohibit the contractor agent or volunteer from providing services. The district may reinstate the contractor, agent or volunteer, and such reinstatement may not occur until such time as a report of suspected abuse has been investigated[4] and a determination has been made by law enforcement or DHS that the report is unsubstantiated.

The written record of each reported incident of abuse of a child, action taken by the district and any findings as a result of the report shall be maintained by the district.

If, following the investigation, the district decides to take an employment action, the district will inform the district employee of the employment action to be taken and provide information about the appropriate appeal process. The employee may appeal the employment action taken through the appeal process provided by the applicable collective bargaining agreement. The employee not covered by a collective bargaining agreement may appeal the employment action taken through an appeal process administered by a neutral third party.

If the district is notified that the employee decided not to appeal the employment action or if the determination of an appeal sustained the employment action, a record of the findings of the substantiated report and the employment action taken by the district will be placed in the records on the school employee maintained by the district. Such records created are confidential and not public records as defined in Oregon Revised Statute (ORS) 192.311, however the district may use the record as a basis for providing information required to be disclosed about a district employee under ORS 339.378(1). The district will notify the employee that information about substantiated reports may be disclosed to a potential employer.

PROPOSED

[3] The district employee cannot be required to use any accrued leave during the imposed paid administrative leave.

[4] The district will investigate all reports of suspected abuse, unless otherwise requested by DHS or its designee or law enforcement pursuant to law.

Definitions

1. Oregon law recognizes these and other types of abuse:

   a. Physical;
   b. Neglect;
   c. Mental injury;
   d. Threat of harm;
   e. Sexual abuse and sexual exploitation.

2. "Child" means an unmarried person who is under 18 years of age or is under 21 years of age and residing in or receiving care or services at a child-caring agency.

3. A "substantiated report" means a report of abuse that a law enforcement agency or DHS determines is founded.

Confidentiality of Records

The name, address and other identifying information about the employee who made the report are confidential and are not accessible for public inspection.

Upon request from law enforcement or DHS the district shall immediately provide requested documents or materials to the extent allowed by state and federal law.

Failure to Comply

Any district employee who fails to report a suspected abuse of a child as provided by this policy and the prescribed Oregon law commits a violation punishable by law. A district employee who fails to comply with the confidentiality of records requirements commits a violation punishable by the prescribed law. If an employee fails to report suspected abuse of a child or fails to maintain confidentiality of records as required by this policy, the employee will be disciplined up to and including dismissal.

Cooperation with Investigator

The district staff shall make every effort in suspected abuse of a child cases to cooperate with investigating officials as follows:

1. Any investigation of abuse of a child will be directed by the DHS or law enforcement officials as required by law. DHS or law enforcement officials wishing to interview a student shall present themselves at the school office and contact the school administrator, unless the school administrator is the subject of the investigation. When an administrator is notified that the DHS or law enforcement would like to interview a student at school, the administrator must request that the investigating official fill out the appropriate form (See GBNAB/JHFE-AR(2) – Abuse of a Child Investigations Conducted on District Premises). The administrator or designee should not deny the interview based on the investigator's refusal to sign the form. If the student is to be interviewed at the school, the administrator or designee shall make a private space available. The administrator or designee of the school may, at the discretion of the investigator, be present to facilitate the interview. If the investigating official does not have adequate identification the administrator shall refuse access to the student.

Law enforcement officials wishing to remove a student from the premises shall present themselves at the office and contact the administrator or designee. The law enforcement official shall sign the student out in accordance with district procedures;

2. When the subject matter of the interview or investigation is identified to be related to suspected abuse of a child, district employees shall not notify parents or anyone else other than DHS or law enforcement agency and any school employee necessary to enable the investigation;

3. The administrator or designee shall advise the investigator of any conditions of disability prior to any interview with the affected child;

4. District employees are not authorized to reveal anything that transpires during an investigation in which the employee participates, nor shall the information become part of the student's education records, except that the employee may testify at any subsequent trial resulting from the investigation and may be interviewed by the respective litigants prior to any such trial.

Nothing prevents the district from conducting its own investigation, unless another agency requests to lead the investigation or requests the district to suspend the investigation, or taking an employment action based on information available to the district before an investigation conducted by another agency is completed. The district will cooperate with agencies assigned to conduct such investigations.

PROPOSED

Alsea School District 7J

Code: GBNAB/JHFE-AR(2)
Revised/Reviewed:

Abuse of a Child Investigations Conducted on District Premises

The Department of Human Services (DHS) or a law enforcement agency has the authority to conduct an investigation of a report of child abuse on school premises according to Oregon Revised Statute (ORS) 419B.045. The school administrator must be notified that the investigation is to take place, unless the administrator is a subject of the investigation. The investigator is not required to reveal information about the investigation to the school as a condition of conducting the investigation.

After the investigator provides adequate identification, school staff shall allow access to the child and provide a private space for conducting the interview. The investigator shall be advised by a school administrator or a school staff member of a child's relevant disabling conditions, if any, prior to any interview with the child. The school administrator or designee may, at the investigator's discretion, be present to facilitate the investigation.

School staff may only notify DHS, the law enforcement agency or school employees that are necessary to enable the investigation. School staff may not notify any other persons, including the child's parent(s) or guardian(s).

Investigator Name (Printed)	Name of Agency
Name of Worker's/Investigator's Supervisor	Supervisor Contact Information
Investigator Position and Badge or ID Number	Student Name
	School
Investigator Signature	Date

☐ Investigator refused to sign. District staff should not deny entry based on refusal to sign.

FOR COMPLETION BY DISTRICT STAFF

□ Student not available for interview
□ Student refused to be interviewed
□ Administrator participated in interview

Name of Administrator Notified

Name of Office Staff Involved

Name of Participating Administrator

This form should be placed in a separate secure file and not in the student's file.

PROPOSED

Alsea School District 7J

Code: GCBDA/GDBDA-AR(3)(D)
Revised/Reviewed:

Military Family Leave

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

Notice and instructions to the district:

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

Section 1

Part A: Employee Information

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

_____
District Name and Address

Name of employee requesting leave to care for covered servicemember:

_____
First Middle Last

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

_____
First Middle Last

Relationship of employee to covered servicemember requesting leave to care for:

☐ Spouse ☐ Parent ☐ Child ☐ Next of kin

Part B: Covered Servicemember Information

1. Is the covered servicemember a current member of the regular Armed Forces, the National Guard or Reserves, or a veteran? ☐ Yes ☐ No

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

   _____

   _____

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

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

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

_____

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

Part C: Care to be Provided to the Covered Servicemember

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

_____

_____

Section 2:

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

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

Part A: Health Care Provider Information

Health care provider's name and business address:

_____

_____

Type of practice/medical specialty: _____

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

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

Part B: Medical Status

1. Covered servicemember's medical condition is classified as (check one of the appropriate boxes):

   ☐ (VSI) Very Seriously Ill/Injured – Illness/Injury is of such a severity that life is imminently endangered. Family members are requested at the bedside immediately. (Please note this is an internal DOD casualty assistance designation used by DOD health care providers.)

   ☐ (SI) Seriously Ill/Injured – Illness/Injury is of such severity that there is cause for immediate concern, but there is no imminent danger to life. Family members are requested at bedside. (Please note this is an internal DOD casualty assistance designation used by DOD health care providers.)

☐ Other Ill/Injured – A serious injury or illness that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank or rating.

☐ None of the above. (Note to employee: If this box is checked, you may still be eligible to take leave to care for a covered family member with a "serious health condition". If such leave is requested, you may be required to complete the form *Certification of Health Care Provider for Family Member's Serious Health Condition.*)

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

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

3. Appropriate date condition commenced: _____

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

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

   _____

   _____

Part C: Covered Servicemember's Need for Care by Family Member

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

2. Will the covered servicemember require periodic follow-up treatment appointments? ☐ Yes ☐ No

   If yes, estimate the treatment schedule: _____

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

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

   _____

_____ _____

Signature of health care provider Date

PROPOSED

Alsea School District 7J

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

FMLA/OFLA Eligibility Notice to Employee

DATE: _____

TO: _____
(Employee's name)

FROM: _____
(Name of appropriate employer representative)

SUBJECT: Request for FMLA and/or OFLA Leave

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

1. _____ The birth of your child or the placement of a child with you for adoption or foster care;

2. _____ A serious health condition that makes you unable to perform the essential functions of your job;

3. _____ A serious health condition of your ☐ spouse[1], ☐ child (including the biological, grandchild, adopted or foster child or stepchild of an employee or a child with whom the employee is or was in a relationship of "in loco parentis"), ☐ parent (biological parent of an employee or an individual who stood "in loco parentis" to an employee when the employee was a child), ☐ grandparent (OFLA leave only), ☐ parent-in-law or the parent of an employee's registered domestic partner (OFLA leave only), ☐ custodial parent, ☐ noncustodial parent, ☐ adoptive parent, ☐ foster parent for which you are needed to provide care;

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

5. _____ An illness or injury to your child which requires home care but is not a serious health condition (OFLA leave only);

6. _____ A qualifying exigency arising from a spouse, child or parent in the Armed Forces on covered active duty, or in the National Guard or Reserves on covered active duty;

7. _____ Your spouse has been notified of an impending call to active duty, has been ordered to active duty or has been deployed or on leave from deployment;

8. _____ A serious illness or injury, incurred in the line of duty, of a covered service member who is your spouse, child, parent or next of kin;

9. _____ For the death of a family member (OFLA only).

PROPOSED

[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.

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.[2] The district will use the calendar year (July – June). FMLA leave and OFLA leave generally run concurrently. In order to care for an injured service member, you are entitled to up to 26 weeks of leave in a single 12-month period.

Also, your health benefits under FMLA and OFLA must be maintained during any period of unpaid leave under the same conditions as if you continued to work, including you continuing to pay the same portion of the premiums you currently pay. You will be reinstated to the same position, or in some cases under state or federal law, to an equivalent position.

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

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

1. You are □ eligible □ not eligible for leave under □ FMLA □ OFLA □ both FMLA and OFLA.

2. The requested leave may be counted against your annual □ FMLA leave entitlement □ OFLA leave entitlement □ FMLA and OFLA leave entitlements.

3. You □ will □ will not be required to furnish a medical certification of a serious health condition. If required, you must furnish the certification by _____ (date) (must be at least 15 days after you are notified of this requirement).

4. You may elect to substitute accrued paid leave for unpaid FMLA leave. We □ will □ will not require that you substitute accrued paid leave for unpaid FMLA and/or OFLA leave. If paid leave will be used, the following conditions will apply: (*Explain*)

5. a. If you normally pay a portion of the premiums for your health insurance, these payments will continue during the period of FMLA and/or OFLA leave. Arrangements for payment have been discussed with you and it is agreed that you will make premium payments as follows: (*Set forth dates, e.g., the 10th of each month or pay periods, etc., that specifically cover the agreement with the employee.*)

5. b. You have a minimum □ 30-day □ Other: _____ (*indicate longer period, if applicable*) grace period in which to make premium payments. If payment is not timely made, your group health insurance may be canceled. We will notify you in writing at least 15 days before the date that your health coverage will lapse. At our option, we may also pay your share of the premiums during your FMLA and/or OFLA leave as provided by Board policy and/or collective bargaining agreement, and recover these payments from you upon your return to work. We □ will □ will not pay your share of health insurance premiums while you are on FMLA and/or OFLA leave.

5. c. We □ will □ will not do the same with other benefits (e.g., life insurance, disability insurance, etc.)

[2] Oregon Military Family Leave Act allows for 14 days of leave per deployment.

while you are on FMLA and/or OFLA leave. If we do pay your premiums for other benefits, when you return from leave you □ will □ will not be expected to reimburse us for the payments made on your behalf.

5. d. Except as noted above, in the event you do not return to work for the district after your FMLA and/or OFLA leave, and the district has paid your share of benefit premiums, you □ will □ will not be responsible for reimbursing the district the amount paid on your behalf with the exceptions noted in C.F.R. § 104 (c)(2)(B) of the FMLA.

6. □ You will be required to present a fitness-for-duty certification prior to being restored to employment following leave for your own serious health condition. If such certification is required but not received, your return to work may be delayed until the certification is provided. A list of essential functions for your position is attached. The fitness-for-duty certification must address your ability to perform these functions.

□ You will not be required to present a fitness-for-duty certification prior to being restored to employment following leave for your own serious health condition.

7. a. You □ are □ are not a "key employee" as described in C.F.R. § 825.218 of the FMLA regulations. If you are a "key employee," reinstatement to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to the district. (FMLA leave only.)

7. b. We □ have □ have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. (FMLA leave only.) (*Explain (a) and/or (b) below.*)

8. While on FMLA and/or OFLA leave you □ will □ will not be required to furnish us with periodic reports every _____ (*indicate interval of periodic reports, as appropriate for the particular leave situation*) of your status and intent to return to work. If the circumstances of your leave change and you are able to return to work earlier than the date indicated on this form, you □ will □ will not be required to notify us at least two workdays prior to the date you intend to report for work.

9. You □ will □ will not be required to furnish recertification relating to a serious health condition. (FMLA leave only.) (*Explain below, if necessary, including the interval between certifications as prescribed in C.F.R. § 825.308 of the FMLA regulations.*)

10. You are notified that all leave taken for the purposes of the death of a family member, counts toward the total period of authorized family leave.

PROPOSED

Alsea School District 7J

Code: GCBDA/GDBDA-AR(5)
Revised/Reviewed:

Sample Designation Letter to Employee - FMLA/OFLA Leave

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

Dear Employee:

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

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

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

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

Sincerely,

Superintendent

Enclosure (FMLA and/or OFLA Designation Notice form)

PROPOSED

Alsea School District 7J

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

Designation Notice – FMLA/OFLA

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

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

Employee Name: _____ Date: _____

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

Please be advised:

☐ Your request is approved for FMLA. All leave taken for this reason will be designated as FMLA leave.

☐ Your request is approved for FMLA and OFLA. This designation of leave will run concurrently.

☐ Your request is approved for OFLA. All leave taken for this reason will be designated as OFLA leave.

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

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

_____

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

Please be advised (check if applicable):

☐ You have requested to use paid leave during your FMLA and/or OFLA leave. Any paid leave taken for this reason will count against your FMLA and/or OFLA leave entitlement.

☐ We are requiring you to substitute or use paid leave during your FMLA and/or OFLA leave.

☐ You will be required to present a fitness-for-duty certification to be reinstated to your position. If such certification is not timely received, your return to work may be delayed until certification is provided. The Fitness-for-Duty Certification form is attached, please have your medical provider complete this form prior to the termination of your leave. A list of the essential functions of your position ☐ is ☐ is not attached. If attached, the fitness-for-duty certification must address your ability to perform these functions:

_____

☐ Additional information is needed to determine if your FMLA and/or OFLA leave request can be approved.

_____

☐ The certification you have provided is incomplete and insufficient to determine whether the FMLA and/or OFLA applies to your leave procedures. You must provide the following information no later than _____ (date) (at least 15 calendar days), unless it is not practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied. The information needed to make the certification complete and sufficient is[1]:

_____

_____

☐ We are exercising our right to have you obtain a second or third opinion medical certification at our expense, and we will provide further details at a later time.

****

☐ Your FMLA leave request is NOT APPROVED.

☐ The FMLA does not apply to your leave request.

☐ You have exhausted your FMLA leave entitlement in the applicable 12-month period. (Note: Federal Military Family Leave is on a separate 12-month period.)

☐ Your OFLA leave request is NOT APPROVED.

☐ The OFLA does not apply to your leave request.

☐ You have exhausted your OFLA leave entitlement in the applicable 12-month period.

PROPOSED

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

Alsea School District 7J

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

Fitness-for-Duty Certification

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

To: _____ Date: _____

From: _____

Subject: Fitness-for-Duty Certification

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

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

.....

Fitness-for-Duty Certification

Health Care Provider Completes this Section

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

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

   a. If yes, list the effective date: _____.
   b. If no, complete the following:

      (1) The employee will be able to return to work with no limitation on (date) _____.
      (2) I certify that from (date) _____ to (date) _____ the above named employee will be:

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

**If partially medically incapacitated, complete the following:

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

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

_____

_____

_____

_____ _____
Printed name of health care provider Type of practice

_____ _____
Signature of health care provider Date

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

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

PROPOSED

Alsea School District 7J

Code: **GCBDB/GDBDB**
Adopted: 1/13/16
Orig. Code: GCBDB/GDBDB

Early Return to Work

Efforts will be made, on a case -by -case basis, to reinstate ill or injured~~return~~ employees to work. The reinstatement~~Returns~~ will be within the requirements of the injury, the limitations of the law and the limitations of the district.

In the event an employee is not able to perform essential job functions completely after an illness or injury, the district will determine whether reasonable accommodations are appropriate that would provide a temporary light-duty assignment, restructuring of a position~~job~~ to include modified workdays~~work days~~, shift or part-time work, hours of work or modifications in facilities, equipment, special aids and services. Reasonable accommodations must not result in an undue hardship on the district~~ or students~~.

If an employee cannot be reasonably accommodated in their~~his/her~~ current position~~job~~, the district will review alternative assignments. The employee, if qualified, will be offered an available vacant position with or without reasonable accommodations. If recovery is ongoing, sick leave is exhausted and~~If~~ no other assignment is possible, the district may provide temporary unpaid leave as an accommodation~~,~~ in accordance with state and federal law~~, if recovery is ongoing and sick leave is exhausted~~.

The district will maintain current job descriptions for each position~~job category~~. Physical requirements for appropriate job categories will be established.

The superintendent will develop procedures as necessary to implement this policy.

END OF POLICY

Legal Reference(s):

ORS 659A.043 ORS 659A.046 OAR 436-110-0003 - 0900

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016). Americans with Disabilities Act Amendments Act of 2008.

Alsea School District 7J

Code: **GCBDB/GDBDB-AR**
Adopted: 1/13/16
Orig. Code: GCBDB/GDBDB-AR

Early Return to Work Procedures

1. Report injury to your supervisor immediately. Failure to do so could result in delay or denial of your worker's compensation claim.

2. If necessary to see a physician, pick-up, complete and return an 801 form to the office. The district will then inform the insurance carrier of the claim. Attached to the 801 will be a Return to Work Status form. Your physician should complete this form and return it to the district by the next working day.

3. Inform your physician that the district has an early return to work program and will provide light duty work. These duties may vary and will be developed to fit within your restrictions by the district. The light duty job may include portions of your regular work.

4. If you are not released for either regular or light duty work you must maintain weekly contact with your supervisor throughout the duration of any time off as a result of an on-the-job injury.

5. If you are released by your physician for either regular or light duty work, (part-time, temporary or modified) you must report to work on your next regularly scheduled shift.

6. Light duty/Modified jobs are temporary in duration and will be within the restrictions stated by your physician. Modified work will be offered to you in a written job offer letter.

7. The district, upon receiving new or additional information, will reevaluate the modified job and may reassign duties based on restrictions outlined by your physician.

8. The Early Return to Work Program will end when you, the injured worker, are released back to regular job duties, are declared medically stationary, or permanent restrictions are known. Should restrictions change and job duties be reassigned, you will be contacted and given a new job offer letter.

9. Failure to comply with these responsibilities may result in disciplinary action up to and including discharge.

I have read and understand the above information.

_____ _____

Employee Date

Alsea School District 7J

Code: GCBDC/GDBDC
Adopted: 5/13/21
Orig. Code(s): GCBDC/GDBDC

Domestic Violence, Harassment, Sexual Assault, or Stalking Leave

Definitions

1. "Covered employer" means an employer who employs six or more individuals in the state of Oregon for each working day through each of 20 or more calendar workweeks in the year in which the eligible employee takes leave to address domestic violence, harassment, sexual assault or stalking, or in the year immediately preceding the year in which an eligible employee takes leave for domestic violence, harassment, sexual assault or stalking.

2. "Eligible employee" means an employee who is a victim of domestic violence, harassment, sexual assault or stalking or is the parent or guardian of a minor child or dependent who is a victim of domestic violence, harassment, sexual assault or stalking.

3. "Protective order" means an order authorized by Oregon Revised Statute (ORS) 30.866, 107.095(1)(c), 107.700 - 107.735, 124.005 - 124.040 or 163.730 - 163.750 or any other order that restrains an individual from contact with an eligible employee or the employee's minor child or dependent.

4. "Victim of domestic violence" means an individual who has been a victim of abuse as defined by ORS 107.705; or any other individual designated as a victim of domestic violence by rule adopted under ORS 659A.805.

5. "Victim of harassment" means an individual against whom harassment has been committed as described in ORS 166.065 and any other individual designated as a victim of harassment by rule adopted under ORS 659A.805.

6. "Victim of sexual assault" means an individual against whom a sexual offense has been committed as described in ORS 163.467 or 163.525; or any other individual designated as a victim of sexual assault by rule adopted under ORS 659A.805.

7. "Victim of stalking" means an individual against whom stalking has been committed as described in ORS 163.732; or an individual designated as a victim of stalking by rule adopted under ORS 695A.805; or an individual who has obtained a court's stalking protective order or a temporary court's stalking protective order under ORS 30.866.

8. "Victim services provider" means a prosecutor-based victim assistance program or a nonprofit program offering safety planning, counseling, support or advocacy related to domestic violence, harassment, sexual assault or stalking.

A district (covered employer) shall allow an (eligible) employee to take reasonable leave for any of the following reasons:

1. To seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's minor child or dependent, including preparing for and participating in protective order proceedings or other civil or criminal legal proceedings related to domestic violence, harassment, sexual assault or stalking;

2. To seek medical treatment for or to recover from injuries caused by domestic violence or sexual assault to or harassment or stalking of the eligible employee or the employee's minor child or dependent;

3. To obtain or assist a minor child or dependent in obtaining counseling from a licensed mental health professional related to an experience of domestic violence, harassment, sexual assault, or stalking;

4. To obtain services from a victim services provider for the eligible employee or the employee's minor child or dependent;

5. To relocate or take steps to secure an existing home to ensure health and safety of the eligible employee or the employee's minor child or dependent.

The district may limit the amount of leave, if the employee's leave creates an undue hardship on the district.

The district shall not deny leave to an employee or discharge, threaten to discharge, demote, suspend or in any manner discriminate or retaliate against an employee with regards to promotion, compensation or other terms, conditions or privileges of employment as a result of taking such leave.

The employee shall give the district reasonable advanced notice of the employee's intent to take leave unless giving advance notice is not feasible.

The district may require the employee to provide certification that:

1. The employee or minor child or dependent is a victim of domestic violence, harassment, sexual assault, or stalking; and

2. The leave is taken for one of the identified purposes in this policy.

Sufficient certification includes:

1. A copy of a report from law enforcement indicating the employee or child or dependent was a victim of domestic violence, harassment, sexual assault, or stalking.

2. A copy of a protective order or other evidence from a court, administrative agency, or attorney that the employee appeared in or was preparing for a civil, criminal or administrative proceeding related to domestic violence, harassment, sexual assault, or stalking.

3. Documentation from an attorney, law enforcement officer, health care professional, licensed mental professional or counselor, member of the clergy or a victim services provider that the employee, employee's child or dependent was undergoing counseling, obtaining services or relocating as a result of domestic violence, harassment, sexual assault, or stalking.

All records and information kept by the district regarding the employee's leave, including the request or obtaining of leave is confidential and may not be released without the express permission of the employee unless otherwise required by law. This information will be kept in a file separate from the employee's personnel file.

The employee may use accrued paid leave, including personal, sick, or accrued vacation leave. The employer may choose the order in which paid accrued leave is to be used when more than one type of paid leave is available, consistent with Board policies and/or any collective bargaining agreement.

END OF POLICY

Legal Reference(s):

ORS 192.355(38) ORS 659A.270 - 659A.290

Alsea School District 7J

Code: GCBDC/GDBDC-AR
Revised/Reviewed:

Request for Domestic Violence, Harassment, Sexual Assault or Stalking Leave

(For employers who employ six or more employees)

PLEASE PRINT

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

Name of Eligible Employee _____ Effective Date of the Leave _____

Department _____ Title _____

Status: □ Full-time □ Part-time □ Temporary Hire Date _____ Length of Service _____

The requested leave is for:

- □ Myself
- □ My minor child or dependent

The leave is for:

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

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

- □ A copy of a report from law enforcement indicating that the eligible employee or the eligible employee's minor child or dependent was a victim or alleged victim of domestic violence, harassment, sexual assault or stalking.

- □ A copy of a protective order or any other order that restrains an individual from contact with an eligible employee or the employee's minor child or dependent, evidence from a court, administrative agency or attorney that the eligible employee appeared in or is preparing for a civil or criminal proceeding related to domestic violence, harassment, sexual assault or stalking or other order authorized by ORS 30.866, 107.095(1)(c), 107.700 - 107.735, 124.005 - 124.040 or 163.730 - 163.750.

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

I understand that I may use accrued paid leave, including personal and sick leave or accrued vacation leave. 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.

If my request for a leave is approved, it is my understanding that without an authorized extension when the need for an extension could be anticipated, I must report to duty on the first workday following the date my leave is scheduled to end. I understand that failure to do so will constitute unequivocal notice of my intent not to return to work and the district may terminate my employment. I understand if I am unable to return to work following the period of authorized leave I will notify my employer as soon as practical and provide any required information which will allow my employer to determine my eligibility for an extension of leave.

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

Signature of Employee: _____ Date: _____

PROPOSED

Alsea School District 7J

Code: **GCBDD/GDBDD**
Adopted: 6/08/16
Orig. Code(s): GCBDD/GDBDD

Sick Time

"Employee" means an individual who is employed by the district and who is paid on an hourly, stipend or salary basis, and for whom withholding is required under Oregon Revised Statute (ORS) 316.162-316.221. The definition does not include volunteers or independent contractors.

Employees qualify to begin earning and accruing sick time on the first day of employment with the district.

A district employing 10 or more employees shall allow an eligible employee to access up to 40 hours of paid sick time per year. Paid sick time shall accrue at the rate of at least one hour of paid sick time for every 30 hours the employee works, or 1-1/3 hours for every 40 hours the employee works.

An employee is limited to ~~accruing~~ using no more than 40 hours of sick time in a year. Sick time does not carry over to the next school year.

Sick time shall be taken in hourly increments and may be used for the employee's or a family member's[1] mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive care, or for reasons consistent with the Family Medical Leave Act (FMLA) or OFLA. Sick time may also be used in the event of a public health emergency.

The use of sick time may not lead to, or result in, an adverse employment action against the employee.

The district reserves the right after three consecutive days of absence, to require proof of personal illness or injury from an employee, including a medical examination by a physician chosen and paid for by the district. An employee refusing to submit to such an examination or to provide other evidence as required by the district, shall be subject to appropriate disciplinary action, up to and including dismissal.

When the reason for sick time is consistent with FMLA/OFLA leave, the sick time and the FMLA/OFLA leave may run concurrently.

When the reason for sick time is consistent with ORS 332.507, the sick time and leave pursuant to ORS 332.507 may run concurrently.

If the reason for sick time is a foreseeable absence, the district may require the employee to provide advance notice of their intention to use sick time within 10 days of the requested sick time, or as soon as practicable. When the employee uses sick time for a foreseeable absence, the employee shall take

[1] "Family member" is defined by the Oregon Family Leave Act (OFLA).

reasonable effort to schedule the sick time in a manner that does not unduly disrupt the operations of the district (e.g., grading deadlines, inservice training, mandatory meetings).

If the reason for sick time is unforeseeable, such as an emergency, accident or sudden illness, the employee shall notify the district consistent with the reporting time established by the district or as soon as practicable.

The district shall establish a standard process to track the eligibility for sick time of a substitute.

END OF POLICY

Legal Reference(s):

ORS 332.507
ORS 342.545
ORS 342.610
ORS 653.601 to -653.661
ORS 659A.150 to -659A.186

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).
Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601-2654 (2012); Family and Medical Leave Act of 1993, 29 C.F.R. Part 825 (2016).
Americans with Disabilities Act Amendments Act of 2008.

Alsea School District 7J

Code: **GCBE/GDBE**
Adopted: 6/08/16
Orig. Code: GCBE/GDBE

Vacations and Holidays

All classified employees hired on an annual or twelve month basis shall be granted a paid vacation.

Vacations shall normally be taken during summer recess. All vacations shall be approved by the superintendent.

Vacation time shall be nonaccumulative. Any vacation not taken by the end of the summer recess shall be forfeited, except that for the convenience of the district, an extension may be granted by the Board. Payments in lieu of vacation will not be made.

Salaried employees shall receive a paid vacation equivalent to two normal work weeks for a full year of employment. Upon completion of 10 years continuous employment, one additional vacation day is granted per year, up to 5 years, with a maximum of 15 days vacation. Vacation time for periods of less than a full year shall be computed at the rate of 9/10ths of a day for each month or major fraction thereof of employment, computed to the nearest full day, provided that such an employee shall have worked to the start of the summer recess.

Classified employees hired on an annual or twelve months basis shall be granted the following paid holidays:

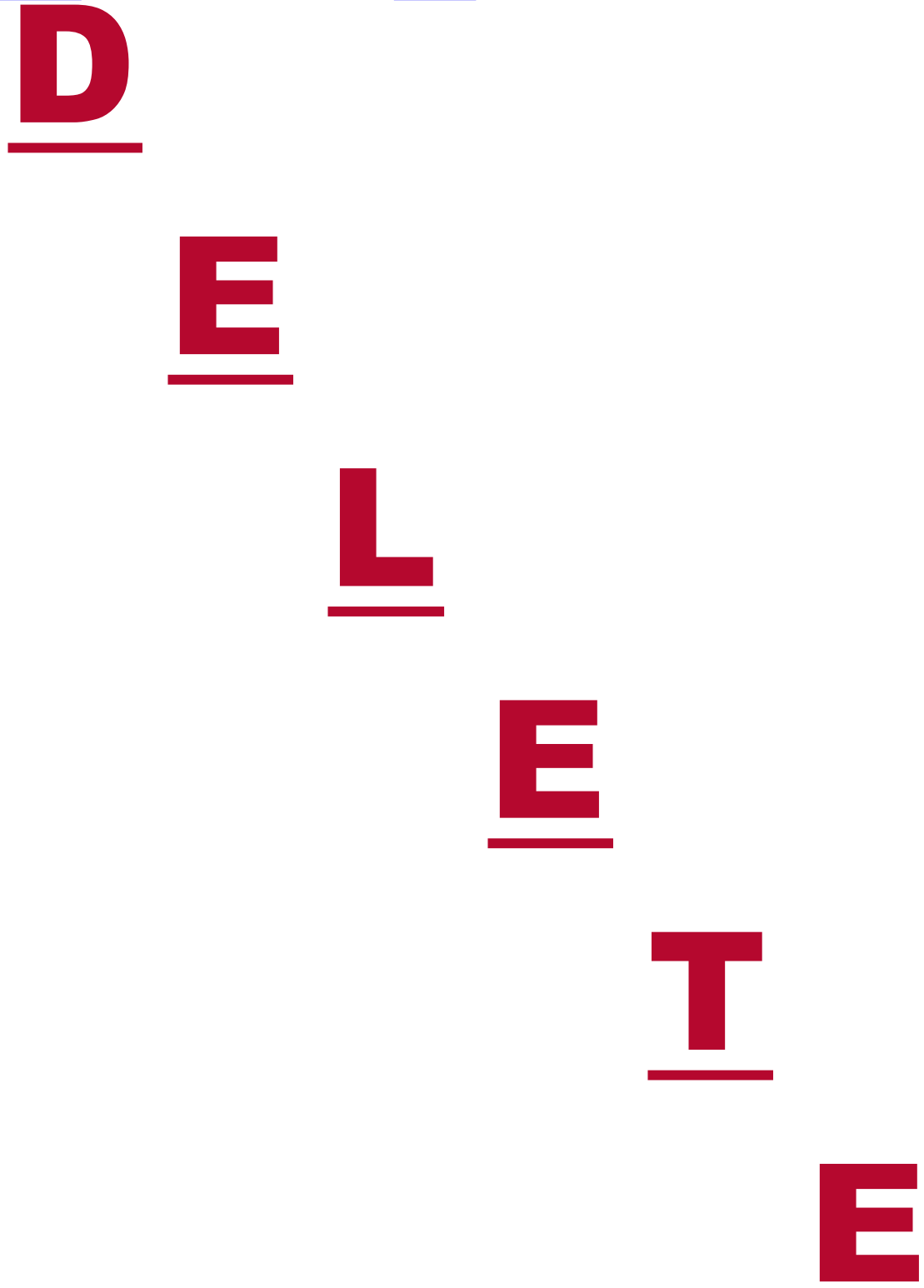
1. Independence Day;
2. Labor Day;
3. Thanksgiving day and the day after;
4. Memorial Day;
5. Veterans Day;
6. Presidents' Day;
7. Christmas day, plus one and one-half days during Christmas vacation;
8. New Year's Day;
9. Spring break (one day during regular spring vacation – not more than two employees off on any one day).

Licensed staff will follow collective bargaining agreement.

END OF POLICY

Legal Reference(s):

ORS 187.010 ORS 336.010



Alsea School District 7J

Code: GCC
Adopted:

Recruitment of Licensed Staff *

The superintendent will develop and maintain a recruitment program designed to attract licensed personnel to the district.

It is the responsibility of the superintendent, with the assistance of other district administrators, to determine the personnel needs of the district and to locate suitable candidates to recommend for employment by the district. Those factors considered will include, but not be limited to, the diverse characteristics of the district.

The search for licensed staff members may extend to a variety of educational institutions and geographical areas.

Present employees who meet the stated requirements are encouraged to apply for any vacant district position.

END OF POLICY

Legal Reference(s):

ORS 326.051
ORS 332.505
ORS 342.934
ORS 659.805
ORS 659.850
ORS 659A.009
ORS 659A.029
ORS 659A.030
ORS 659A.109
ORS 659A.142
ORS 659A.145
ORS 659A.233
ORS 659A.236
ORS 659A.309
ORS 659A.409

OAR 581-021-0045

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2012).
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2012).
Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2012).
Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2012).
Rehabilitation Act of 1973, 29 U.S.C. §§ 503, 791, 793-794 (2012).
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2012).
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (2012).
Title II of the Genetic Information Nondiscrimination Act of 2008.

PROPOSED

Alsea School District 7J

Code: **GCDA/GDDA**
Adopted: 6/13/17
Orig. Code: GCDA/GDDA

Criminal Records Checks/Fingerprinting

In a continuing effort to further ensure the safety and welfare of students and staff, the district shall require criminal records checks and fingerprinting of all newly hired full-time and part-time employees. Others having direct, unsupervised contact with students shall also have criminal records checks and fingerprinting, as required by law.

"Direct, unsupervised contact" means contact with students that provides the person opportunity and probability for personal communication or touch.

In addition to the newly hired employees, such checks shall be required of the following:

1. All district contractors and/or their employees, whether employed part-time or full-time;

2. All contractors and/or their employees who provide early childhood special education or early intervention services in accordance with rules established by the Oregon Department of Education, Child Care Division;

3. Any community college faculty member providing instruction at the site of an early childhood education program or at a school site as part of an early childhood program;

4. An individual who is an employee of a public charter school.

An individual who has failed to disclose the presence of criminal convictions that would not otherwise prevent his/her employment with the district as provided by law may be employed or contracted with, by the district. The district's use of criminal history must be relevant to the specific requirements of the position, services or employment.

The district shall begin the employment of an individual or terms of a district contractor on a probationary basis pending the return and disposition of criminal records checks and/or fingerprinting. The service of a volunteer may begin on a probationary basis pending the return and disposition of a criminal records check.[1]

The superintendent shall develop administrative regulations as necessary to meet the requirements of law.

END OF POLICY

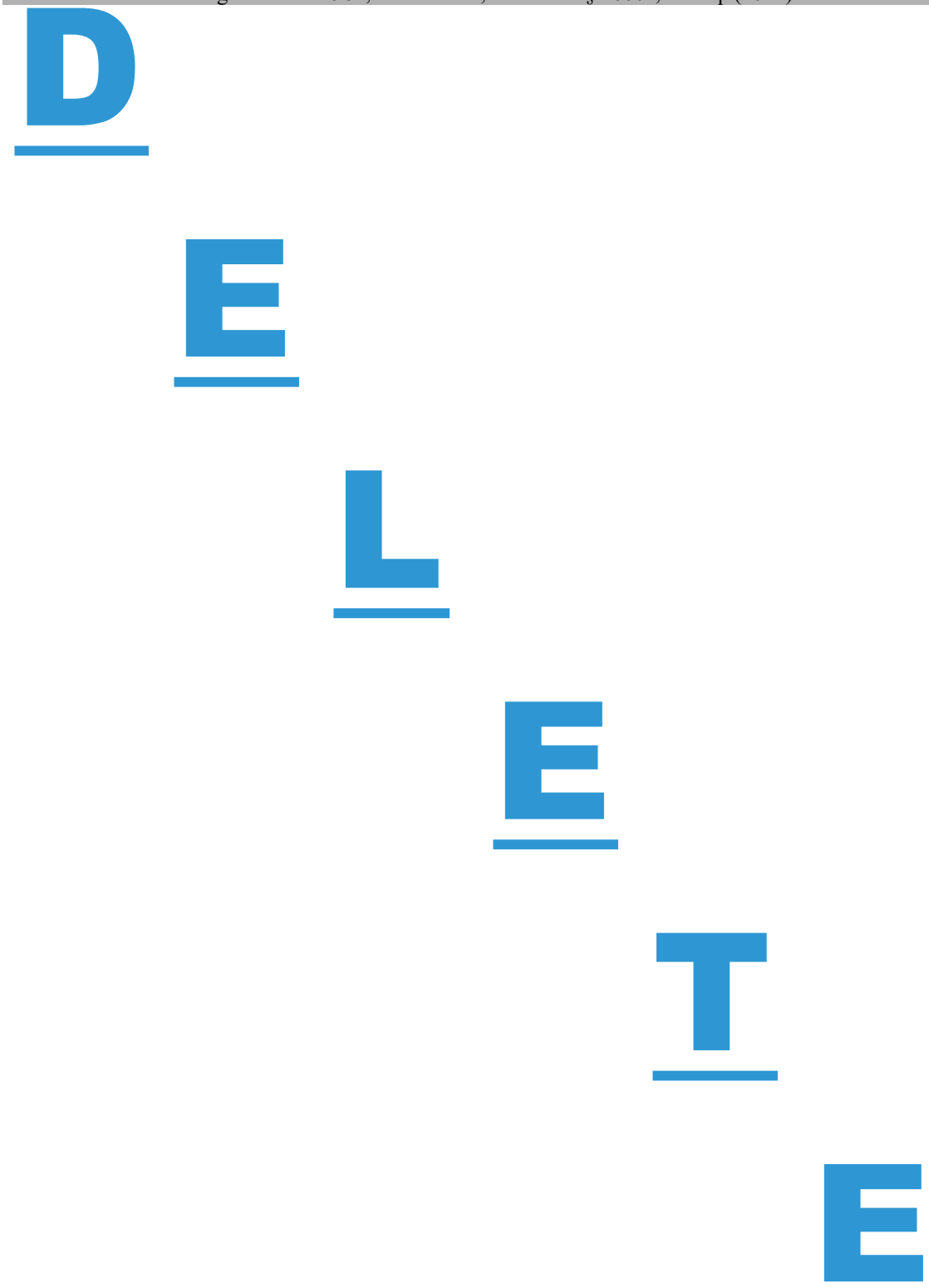
Legal Reference(s):

ORS 181A.180
ORS 181A.230
ORS 326.603
ORS 326.607
ORS 332.107
ORS 336.631
ORS 342.143
ORS 342.223
OAR 414-061-0010 – 061-0030

[1] ~~Fingerprints or criminal records check doc~~

OAR 581-021-0510 – 021-0512 OAR 581-022-2430 OAR 584-050-0012

Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et. seq. (2012).



Alsea School District 7J

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

Family Leave *

Coverage

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

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

Employee Eligibility

FMLA applies to employees who have worked for the district for at least 12 months (not necessarily consecutive) and worked for at least 1,250 hours during the 12-month period immediately preceding the start of the leave.

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

OFLA applies to employees who work an average of 25 hours or more per week during the 180 calendar days or more immediately prior to the first day of the start of the requested leave.[1] For parental leave purposes, an employee becomes eligible upon completing at least 180 days immediately preceding the date on which the parental leave begins. There is no minimum average number of hours worked per week when determining employee eligibility for parental leave.

An employee of a covered employer is eligible to take leave for purposes of OFLA during a period of time covered by a public health emergency except:

1. An employee who worked for the covered employer for fewer than 30 days immediately before the date on which the family leave would commence; or

[1] 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.

2. An employee who worked for the covered employer for an average of fewer than 25 hours per week in the 30 days immediately before the date on which the family leave would commence.

An employee of a covered employer is eligible to take leave for purposes of OFLA if the employee:

1. Separates from employment with the covered employer, irrespective of any reason:

    a. Is eligible to take leave OFLA at the time the employee separates; and
    b. Is reemployed by the covered employer within 180 days of separation from employment; or

2. Is eligible to take OFLA leave:

    a. At the beginning of a temporary cessation of scheduled hours of 180 days or less; and
    b. Returns to work at the end of the temporary cessation of scheduled hours of 180 days or less.

Any OFLA leave taken by the employee within any one-year period continues to count against the length of time of OFLA leave the employee is entitled. The amount of time that an employee is deemed to have worked for a covered employer prior to a break in service due to a separation from employment or a temporary cessation of scheduled hours shall be restored to the employee when the employee is reemployed by the employer within 180 days of separation from employment or when the employee returns to work at the end of the temporary cessation of scheduled hours of 180 days or less.

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

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

2. An employee who has taken 12 weeks of parental leave need not requalify to take an additional 12 weeks in the same leave year for sick child leave; and

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

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

In determining if an employee has been employed for the preceding 180 calendar days, when applicable, the employer must consider days, e.g., paid or unpaid, an employee is maintained on payroll for any part of a work week. Full-time public school teachers who have been maintained on payroll by a district for 180 consecutive calendar days are thereafter deemed to have been employed for an average of at least 25 hours per week during the 180 days immediately preceding the start date of the OFLA leave. This provision is eligible for rebuttal if for example, the employee was on a nonpaid sabbatical.

In determining average workweek, the employer must count the actual hours worked using the Fair Labor Standards Act (FLSA) guidelines.

Qualifying Reason

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Eligible employees may access FMLA leave for the following reasons:

1. Serious health condition of the employee or the employee's covered family member:

   a. Inpatient care;
   b. Continuing treatment;
   c. Chronic conditions;
   d. Permanent, long-term or terminal conditions;
   e. Multiple treatments;
   f. Pregnancy and prenatal care.

2. Parental leave[2] (separate from eligible leave as a result of a child's serious health condition):

   a. Bonding with and the care for the employee's newborn (within 12 months following birth);
   b. Bonding with and the care for a newly adopted or newly placed foster child under the age of 18 (within 12 months of placement);
   c. Care for a newly adopted or newly placed foster child over 18 years of age who is incapable of self-care because of a physical or mental impairment (within 12 months of placement);
   d. Time to effectuate the legal process required for placement of a foster child or the adoption of a child.

3. Military Caregiver Leave: leave for the care for spouse, child or next-of-kin who is a covered servicemember/veteran with a serious injury or illness;

4. Qualifying Exigency Leave: leave arising out of the foreign deployment of the employee's spouse, child or parent.

Eligible employees may access OFLA for the following reasons:

1. Serious health condition of the employee or the employee's covered family member:

   a. Inpatient care;
   b. Continuing treatment;
   c. Chronic conditions;
   d. Permanent, long-term or terminal conditions;
   e. Multiple treatments;
   f. Pregnancy and prenatal care.

2. Parental leave (separate from eligible leave as a result of the child's serious health condition):

   a. Bonding with and the care for the employee's newborn (within 12 months following birth);
   b. Bonding with and the care for a newly adopted or newly placed foster child under the age of 18 (within 12 months of placement);
   c. Care for a newly adopted or newly placed foster child over 18 years of age who is incapable of self-care because of a physical or mental impairment (within 12 months of placement);
   d. Time to effectuate the legal process required for placement of a foster child or the adoption of a child.

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

3. Sick Child Leave: leave for non-serious health conditions of the employee's child. For OFLA, sick child leave includes absence to care for an employee's child whose school or child care provider has been closed[3] in conjunction with a statewide public health emergency declared by a public health official.[4]

4. Bereavement Leave: leave related to the death of a covered family member.[5]

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

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

Definitions

1. Family member:

   a. For the purposes of FMLA, "family member" means:

      (1) Spouse[6];
      (2) Parent;
      (3) Child; or
      (4) Persons who are "in loco parentis".

   b. For the purposes of OFLA, "family member" means:

      (1) Spouse;
      (2) Registered, same-gender domestic partner;
      (3) Parent;
      (4) Parent-in-law;
      (5) Parent of employee's registered, same-gender domestic partner;
      (6) Child;
      (7) Child of employee's registered, same-gender domestic partner;

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

[4] The district may request verification of the need for sick child leave due to a closure during a statewide emergency. Verification may include:
1. The name of the child being cared for;
2. The name of the school or child care provider that has closed or become unavailable; and
3. A statement from the employee that no other family member of the child is willing and able to care for the child.
With the care of a child older than 14, a statement that special circumstances exist requiring the employee to provide care to the child during daylight hours.

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

[6] "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.

(8) Grandchild;
(9) Grandparent; or
(10) Persons who are "in loco parentis".

2. Child:

a. For the purposes of FMLA, "child" means a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing "in loco parentis", who is either under the age of 18, or who is 18 years of age or older and who is incapable of self-care because of a physical or mental impairment.
b. For the purposes of Military Caregiver Leave and Qualifying Exigency Leave under FMLA, "child" means the employee's child on covered active duty regardless of that child's age.
c. For the purposes of OFLA, "child" means a biological, adopted, foster child or stepchild of the employee, the child of the employee's same-gender domestic partner, or a child with whom the employee is or was in a relationship of "in loco parentis".
d. For the purposes of parental and sick child leave under OFLA, the child must be under the age of 18 or an adult dependent child substantially limited by a physical or mental impairment.

3. In loco parentis:

a. For the purposes of FMLA, "in loco parentis" means persons with day-to-day responsibility to care for and financially support a child, or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
b. For the purposes of OFLA, "in loco parentis" means person in the place of the parent having financial or day-to-day responsibility for the care of a child. A legal or biological relationship is not required.

4. Next of kin:

For the purposes of FMLA and Military Caregiver Leave under FMLA, "next of kin" means the nearest blood relative other than the servicemember's spouse, parent, child in the following order of priority (unless otherwise designated in writing by the servicemember):

a. Blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions;
b. Siblings;
c. Grandparents;
d. Aunts and uncles; and
e. First cousins.

5. Covered servicemembers:

For the purposes of Military Caregiver Leave under FMLA, "covered servicemember" means a current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation or therapy, or is in outpatient status, or is on the temporary disability retired list for a serious injury or illness.

6. Covered veteran:

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For the purposes of Military Caregiver Leave under FMLA, "covered veteran" means a veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness provided they were:

a. A member of the Armed Forces (including a member of the National Guard or Reserves);
b. Discharged or released under conditions other than dishonorable; and
c. Discharged within the five-year period before the eligible employee first takes FMLA, Military Caregiver Leave.

7. Public health emergency:

For OFLA a public health emergency means;

a. A public health emergency declared under ORS 433.441.
b. An emergency declared under ORS 401.165 if related to a public health emergency as defined in ORS 433.442.

Leave Period

For the purposes of calculating an employee's leave period, the district will use the calendar year (July-June). The same method for calculating the 12-month period for FMLA and OFLA leave entitlement shall be used for all employees. However, in all instances, the leave period for the purposes of OMFLA and Military Caregiver Leave under FMLA shall be dependent on the start of any such leave regardless of the district's designated 12-month leave period described above.

Leave Duration

For the purposes of FMLA, an eligible employee is generally entitled to a total of 12 weeks of qualified leave during the district's designated leave period[7]. Spouses who work for the district may be limited to a combined 12 weeks of FMLA leave during the district's designated leave period when the purpose of the leave is for the birth of a child or to care for a child after birth, placement of an adopted or foster child or the care for an adopted or foster child after placement, or to care for the employee's parent's serious medical condition. Except in specific and unique instances, all qualified leave under FMLA counts toward an employee's leave entitlement within the district's designated leave period.

For the purposes of OFLA, an eligible employee is generally entitled to a total of 12 weeks of qualified leave during the district's designated leave period. However, an eligible employee is entitled to an additional, full 12 weeks of parental leave during the district's designated leave period following the birth of a child regardless of how much OFLA qualified leave the employee has taken prior to the birth of such child during the district's designated leave period. Likewise, an employee who uses the full 12 weeks of parental leave during the district designated leave period, will be entitled to an additional 12 weeks of sick child leave under OFLA during the district's designated leave period for the purpose of caring for a

[7] An eligible employee taking Military Caregiver Leave under FMLA is entitled to up to 26 weeks of leave in the 12-month period beginning with the first day of such leave and regardless of any FMLA leave taken previously during the district's leave period. However, once the 12-month period begins for the purposes of Military Caregiver Leave under FMLA, any subsequent FMLA qualified leave, regardless of reason for such leave, will count toward the employee's 26-week entitlement under Military Caregiver Leave under FMLA.

child(ren) with a non-serious health condition requiring home care.[8] Unlike FMLA, OFLA does not combine the leave entitlement for spouses working for the district. However, under OFLA, family members who work for the district may be restricted from taking concurrent OFLA qualified leave.[9]

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

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

For the purpose of tracking the number of leave hours an eligible employee is entitled and/or has used during each week of the employee's leave, leave entitlement is calculated by multiplying the number of hours the eligible employee normally works per week by 12[10]. 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[11]. If an employee takes intermittent or reduced work schedule leave, only the actual number of hours of leave taken may be counted toward the 12 weeks of leave to which the employee is entitled.

Intermittent Leave

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

Intermittent leave is taken in multiple blocks of time (i.e., hours, days, weeks, etc.) rather than in one continuous block of time and/or requires a modified or reduced work schedule. For OFLA this includes but not limited to sick child leave taken requiring an altered or reduced work schedule because the intermittent or recurring closure of a child's school or child care provider due to a statewide public health emergency declared by a public health official.

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

1. May allow an exempt employee, as defined by state and federal law, with accrued paid time off to take OFLA leave in blocks of less than a full day; but

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

[9] Exceptions to the ability to require family members from taking OFLA qualified leave at different times are when 1) employee is caring for the other employee who has a serious medical condition; 2) one employee is caring for a child with a serious medical condition when the other employee is suffering a serious medical condition; 3) each family member is suffering a serious medical condition; 4) each family member wants to take Bereavement Leave under OFLA; and 5) the employer allows the family members to take concurrent leave.

[10] 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.

[11] 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.

2. May not reduce the salary of an employee who is taking intermittent leave when they do not have accrued paid leave available. To do so would result in the loss of exemption under state law.

An employee's FMLA and/or OFLA intermittent leave time is determined by calculating the difference between the employee's normal work schedule and the number of hours the employee actually works during the leave period. The result of such calculation is credited against the eligible employee's leave entitlement.

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

Alternate Work Assignment

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

1. The employee accepts the position voluntarily and without coercion;

2. The transfer is temporary, lasts no longer than necessary and has equivalent pay and benefits;

3. The transfer is compliant with any applicable collective bargaining agreement;

4. The transfer is compliant with state and federal law, including but not limited to the protections provided for in FMLA and/or OFLA; and

5. The transfer is not used to discourage the employee from taking FMLA and/or OFLA leave for a serious health condition or to create a hardship for the employee.

The district may transfer an eligible employee who is on a foreseeable intermittent FMLA and/or OFLA leave to another position with the same or different duties to accommodate the leave, provided:

1. The employee accepts the transfer position voluntarily and without coercion;

2. The transfer is temporary, lasts no longer than necessary and has equivalent pay and benefits;

3. The transfer is compliant with any applicable collective bargaining agreements;

4. The transfer is compliant with state and federal law, including but not limited to the protections provided for in FMLA and/or OFLA;

5. The transfer to an alternate position is used only when there is no other reasonable option available that would allow the employee to use intermittent leave or reduced work schedule; and

6. The transfer is not used to discourage the employee from taking intermittent or reduced work schedule leave, or to create a hardship for the employee.

If an eligible employee is transferred to an alternative position, and as a result the employee works fewer hours than the employee was working in the original position, the employee's FMLA and/or OFLA leave time is determined by calculating the difference between the employee's normal work schedule and the

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number of hours the employee actually works during the leave period. The result of such calculation is credited against the eligible employee's leave entitlement.

When an employee is transferred to alternate position as described above but such transfer does not result in a reduced schedule, time worked in any such alternate position shall not be considered for the purpose of FMLA and/or OFLA leave. An employee working in an alternate position retains the right to return to the employee's original position unless all FMLA and/or OFLA leave taken in that leave year plus the period of time worked in the alternate position exceeds 12 weeks.

Special Rules for School Employees

For the purposes of FMLA, "instructional employee" means those whose principal function is to teach and instruct students in a class, a small group or an individual setting. Athletic coaches, driving instructors and special education assistants, such as interpreters for the hearing impaired, are included in this definition. This definition does not apply to teacher assistants or aides who do not have as their principal job actual teaching or instructing, counselors, psychologist, curriculum specialists, cafeteria workers, maintenance workers or bus drivers.

For the purposes of OFLA, "school employee" means employees employed principally as instructors in public kindergartens, elementary schools, secondary schools or education service districts.

FMLA and/or OFLA leave that is taken for a period that ends with the school year and begins with the next semester is considered consecutive rather than intermittent. In any such situation, the eligible school employee will receive any benefits during the break period that employees would normally receive if they had been working at the end of the school year.

1. Foreseeable Intermittent Leave Exceeding 20 Percent of Working Days

   When the qualified leave is foreseeable, will encompass more than 20 percent of the eligible school employee's regular work schedule during the leave period, and the purpose of such leave is to care for a family member with a serious medical condition, for a servicemember with a serious medical condition or because of the employee's own serious medical condition, the district may require the eligible school employee to:

   a. Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
   b. Temporarily transfer the eligible school employee to an alternate position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than the employee's original position.

2. Limitation on Leave Near the End of the School Year

   When an eligible school employee requests leave near the end of the school year, the district may require the following:

   a. When the qualified leave begins more than five weeks before the end of the school year:

      (1) For the purposes of FMLA leave, the eligible school employee may be required to continue taking leave until the end of the school year provided:

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

(2) For the purposes of OFLA leave, if the reason for the leave is because of the eligible school employee's own serious health condition, the eligible school employee may be required to remain in leave until the end of the school year, provided:

(a) The leave will last at least three weeks; and
(b) The employee's return to work would occur within three weeks of the end of the school year.

b. For the purposes of FMLA and/or OFLA leave, when the qualified leave begins within five weeks of the end of the school year and the purpose of such leave is parental leave, for the serious health condition of a family member or for the serious health condition of a servicemember, the eligible school employee may be required to remain on leave until the end of the school year provided:

(1) The leave will last more than two weeks; and
(2) The employee would return to work during the two-week period before the end of the school year.

c. For the purposes of FMLA and/or OFLA leave, when the qualified leave begins within three weeks of the end of the school year and the purpose of such leave is parental leave, for the serious health condition of a family member or for the serious health condition of a servicemember, the eligible school employee may be required to remain on leave until the end of the school year provided the length of the leave will last more than five working days.

If the district requires an eligible school employee to remain on leave until the end of the school year as described above, additional leave required by the employer until the end of the school year shall not count against the eligible school employee's leave entitlement.

Paid/Unpaid Leave

FMLA and OFLA do not require the district to pay an eligible employee who is on a qualified leave. Subject to any related provisions in any applicable collective bargaining agreement, the district requires the eligible employee to use any available accrued sick leave, vacation or personal leave days (or other available paid time established by Board policy(ies) and/or collective bargaining agreement) in the order specified by the district and before taking FMLA and/or OFLA leave without pay during the leave period.

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

When the district does not have sufficient information to make a determination of whether the leave qualifies as FMLA or OFLA leave, the district will provide the required notice promptly when the

information is available but no later than two working days after the district has received the information. Oral notices will be confirmed in writing no later than the following payday. If the payday is less than one week after the oral notice is given, written notice will be provided no later than the subsequent payday.

Eligible employees who request OMFLA leave shall not be required to use any available accrued paid time off during the OMFLA leave period.

Benefits and Insurance

When an eligible employee returns to work following a FMLA or OFLA qualified leave, the employee must be reinstated to the same position the employee held when the leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

During an OFLA qualified leave an eligible employee does not accrue seniority or other benefits that would have accrued while the employee was working, unless the terms of a collective bargaining agreement, other agreement or other employer's policy provide otherwise.[12] The eligible employee is also subject to layoff to the same extent similarly situated employees not taking OFLA leave are subject unless the terms of an applicable collective bargaining agreement, other agreement or the district's policies provide otherwise.

For the purposes of FMLA and OFLA, the district will continue to pay the employer portion of the eligible employee's group health insurance contribution (if applicable) during the qualified leave period. The eligible employee is required to pay the employee portion of any such group health insurance contribution as a condition of continued coverage.

For the purposes of FMLA qualified leave, the district's obligation to maintain the employee's group health insurance coverage will cease if the employee's contribution is remitted more than 30 calendar days late. The district will provide written notice that the premium payment is more than 30 calendar days late. Such notice will be provided within 15 calendar days before coverage is to cease.

For the purposes of OMFLA, the eligible employee is entitled to a continuation of benefits.

Fitness-for-Duty Certification

Prior to the reinstatement of an employee following a leave which was the result of the employee's own serious health condition, the district may require the employee to obtain and present a Fitness-for-Duty Certification. The certification will specifically address the employee's ability to perform the essential functions of the employee's job as they relate to the health condition that was the reason for the leave. If the district is going to require a fitness-for-duty certification upon return to work, the district must notify the employee of such requirement when the leave is designated as FMLA and/or OFLA leave. Failure to provide the certification may result in a delay or denial of reinstatement.

For the purposes of FMLA qualified leave, any costs associated with obtaining the fitness-for-duty certification shall be borne by the employee.

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[12] See also ORS 342.934(4)(d) in reduction force situations.

For the purposes of OFLA qualified leave, any out-of-pocket costs associated with obtaining the fitness-for-duty certification shall be borne by the district.

If the leave is qualified under both FMLA and OFLA, any out-of-pocket costs associated with obtaining the fitness-for-duty certification shall be borne by the district.

Application

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

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

For the purposes of FMLA, if advance notice is not possible, an employee eligible for FMLA leave must provide notice as soon as practicable. "As soon as practicable," for the purpose of FMLA leave, means the employee must comply with the employer's normal call-in procedures except in limited and under unique circumstances. Failure of an employee to provide the required notice for FMLA leave may result in the district delaying the employee's leave up to 30 days after the notice is ultimately given.

For the purposes of OFLA, an eligible employee is required to provide oral or written notice within 24 hours of commencement of the leave in unanticipated or emergency leave situations. The employee may designate a family member or friend to notify the district during that period of time. Failure of an employee to provide the required notice for leave covered by OFLA may result in the district deducting up to three weeks from the employee's unused OFLA leave in that one-year leave period. The employee may be subject to disciplinary action for not following the district's notice procedures.

When an employee fails to give advance notice for both the FMLA and OFLA above, the district must choose the remedy that is most advantageous to the employee.

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

Medical Certification

The district shall require an eligible employee to provide medical documentation, when appropriate, to support the stated reason for such leave, other than to care for a child who requires home care due to the closure of the child's school or child care provider as a result of a public health emergency. The district will provide written notification to an employee of this requirement within five working days of the employee's request for leave. If the employee provides less than 30 days' notice, the employee is required to submit such medical certification no later than 15 calendar days after receipt of the district's notification that medical certification is required.

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

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

Second and Third Opinions

1. For the purposes of FMLA, the district may designate a second health care provider, but that person cannot be utilized by the district on a regular basis except in rural areas where health care is extremely limited. If the opinions of the employee's and the district's designated health care provider(s) differ, the district may require a third opinion at the district's expense. The third health care provider must be designated or approved jointly by the employee and the district. This third opinion shall be final and binding.

2. For the purposes of OFLA, and except for leave related to sick child leave under OFLA, the district may require the employee to obtain a second opinion from a health care provider designated by the district. If the first and second verifications conflict, the employer may require the two health care providers to jointly designate a third health care provider for the purpose of providing a verification. This third verification shall be final and binding.

Notification

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

Record Keeping/Posted Notice

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

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

The district will post notice of FMLA[13] and OFLA[14] leave requirements.

[13] Poster available at https://www.dol.gov/agencies/whd/fmla/posters .

[14] Poster available at https://www.oregon.gov/boli/employers/pages/required-worksite-postings.aspx .

Federal vs. State Law

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

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

PROPOSED

Alsea School District 7J

Code: **GCBDA/GDBDA-AR(2)**
Revised/Reviewed: 3/11/21
Orig. Code(s): GCBDA/GDBDA-AR(2)

Employee Request for ~~OFLA~~ Family and Medical Leave

PLEASE PRINT

Where the need for the leave may be anticipated, written request for ~~OFLA~~ 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 ~~provide~~ request leave in a timely ~~notice~~ manner could result in either the leave being postponed or the amount ~~the district reducing the available OFLA~~ leave available reduced ~~by~~ 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 ~~OFLA~~ 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~~my child. (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 t~~To care for a family member[2] with a serious health condition. (District: Use GCBDA/GDBDA-AR(3)(B) Certification Form)

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

[2] "Family member" ~~means the spouse, child of the employee (biological, adopted, foster or step child, a legal ward or child of the employee standing "in loco parentis"), custodial parent, noncustodial parent, biological parent, adoptive parent, stepparent or foster parent, individual who was in loco parentis to the employee when the employee was a child, grandparent, grandchild, parents-in-law or the parents of the employee's registered domestic partner~~ for purposes of FMLA and OFLA leave, means the

☐ Leave to start _____ Expected return date _____

Please check one: □ ~~s~~Spouse[3], □ ~~c~~Child, ~~(including the biological, grandchild, adopted, foster child or stepchild of an employee or a child with whom the employee is or was in a relationship of "in loco parentis")~~ □ pParent, ~~(biological parent of an employee or an individual who stood "in loco parentis" to an employee when the employee was a child)~~, ~~□ custodial parent~~ □ Individual who was in *loco parentis* when the employee was a child, ~~□ noncustodial parent □ biological parent □ adoptive parent □ stepparent or foster parent □ grandparent~~ □ pParent-in-law or parent of the employee's registered domestic partner (OFLA leave only) ~~□ grandchild~~ □ Custodial parent □ Noncustodial parent □ Adoptive parent □ Stepparent, □ Foster parent, □ Grandparent (OFLA only), □ Grandchild (OFLA only)

Please state name and address of relation:

Name _____ Address _____

~~Describe serious health condition~~Does the condition render the family member unable to perform daily activities? _____

_____

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

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

Describe _____

_____

Leave to start _____ Expected return date _____

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

_____

6. ☐ ~~In order t~~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. ~~□ Yes □ No~~ (OFLA leave only)

~~Have you taken OFLA leave in the past 12 months? □ Yes □ No~~
~~If yes, how many workdays? _____~~

_____

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

[3] "Spouse" means individuals in a marriage, including "common law" marriage, same-sex marriage or same sex individuals with a Certificate of Registered Domestic Partnership.

~~7.~~ ☐ ~~Leave for the spouse of a military personnel when they have been notified of an impending~~
~~8.~~7. ~~call to active duty, ordered to active duty, or has been deployed or is on leave from deployment.~~ A qualifying exigency arising from an employee's spouse, son, daughter, or parent who is a covered servicemember as defined in GCBDA/GDBDA-AR(1), or leave for the spouse per each deployment of the spouse when the spouse has either been notified of an impending call to active duty, has been ordered to active duty, or has been deployed or on leave from deployment. (District: Use GCBDA/GDBDA-AR(3)(C) Certification Form)

~~9.~~8. ☐ To care for a spouse, child, parent, or next of kin[4] 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? _____

~~10.~~9. ☐ For ~~T~~the death of a family member.[5] (OFLA only)

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

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

I have been provided a copy of the district's family and medical leave policy with this OFLA leave request form.

Signature of Employee: _____ Date: _____

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

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

Alsea School District 7J

Code: GCBDA/GDBDA-AR(3)(A)
Revised/Reviewed:

Certification of Health Care Provider

Employee's Serious Health Condition

To be Completed by the District:

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

District contact person: _____

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

Employee's essential job functions: _____

_____

Check if job description is attached: □

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

To be Completed by the Employee:

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

Employee's name: _____
First Middle Last

To be Completed by Health Care Provider:

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

Provider's name and business address: _____

Type of practice/medical specialty: _____

_____

Telephone: (___) _____ Fax: (___) _____

Email: _____

Medical Facts

1. The approximate date the condition commenced: _____

   The probable duration of the condition: _____

   Was the patient admitted for an overnight stay in a hospital, hospice or residential medical care facility?
   □ Yes □ No If yes, dates of admission: _____

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

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

   Will the patient need to have treatment visits at least twice per year due to the condition? □ Yes □ No

   Was the patient referred to other health care provider(s) for evaluation or treatment (e.g. physical therapist)?
   □ Yes □ No

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

   _____

   _____

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

   If yes, expected delivery date: _____

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

   Is the employee unable to perform any of his/her job functions due to the condition? □ Yes □ No

   If yes, identify the job functions the employee is unable to perform:

   _____

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

   _____

   _____

   _____

Amount of Leave Needed

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

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

   _____

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

   If yes, are the treatments or the reduced number of hours of work medically necessary? □ Yes □ No

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

   _____

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

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

3. Will the condition cause episodic flare-ups periodically preventing the employee from performing their job functions? □ Yes □ No

   Is it medically necessary for the employee to be absent from work during the flare-ups? □ Yes □ No

   If yes, explain: _____

   _____

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

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

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

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

_____

_____

_____

_____

_____

_____ _____

Signature of health care provider Date

Alsea School District 7J

Code: GCBDA/GDBDA-AR(3)(B)
Revised/Reviewed:

Certification of Health Care Provider

Family Member's Serious Health Condition

To be Completed by the District:

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

District contact person: _____

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

Employee's essential job functions: _____

_____

Check if job description is attached: ☐

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

To be Completed by the Employee:

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

Employee's name: _____
First Middle Last

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

_____
First Middle Last

If the family member is your child, please provide their date of birth: _____

PROPOSED

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

_____

_____

_____

_____ _____

Employee signature Date

To be Completed by Health Care Provider:

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

Provider's name and business address: _____

Type of practice/medical specialty: _____

Telephone: (___) _____ Fax: (___) _____

Email: _____

Medical Facts

1. The approximate date the condition commenced: _____

   The probable duration of the condition: _____

   Was the patient admitted for an overnight stay in a hospital, hospice or residential medical care facility?
   □ Yes □ No If yes, dates of admission: _____

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

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

   Will the patient need to have treatment visits at least twice per year due to the condition? □ Yes □ No

   Was the patient referred to other health care provider(s) for evaluation or treatment (e.g. physical therapist)?
   □ Yes □ No

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

   _____

   _____

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

   If yes, expected delivery date: _____

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

   _____

   _____

   _____

Amount of Leave Needed

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

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

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

   _____

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

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

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

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

   _____

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

   _____

   _____

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

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

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

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

   _____

   _____

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

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

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

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

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

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

_____

_____

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

_____

_____

_____

_____

_____

_____ _____

Signature of health care provider Date

PROPOSED

Alsea School District 7J

Code: GCBDA/GDBDA-AR(3)(C)
Revised/Reviewed:

Military Family Leave

Certification of Qualifying Exigency for Military Family Leave

Section 1: (To be completed by the district)

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

District Name and Address: _____

[Superintendent or designee] information: _____

Section 2: (To be completed by the employee)

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

Employee's name: _____
First Middle Last

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

_____
First Middle Last

Relationship of covered military member to you: _____

Period of covered military member's active duty: _____

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

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

Part A: Qualifying Reason for Leave

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

_____

_____

_____

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

_____

_____

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

Part B: Amount of Leave Needed

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

_____.

The probable duration of such exigency or deployment is: _____

2. Will you need to be absent from work for a single continuous period of time due to the qualifying exigency or deployment? ☐ Yes ☐ No

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

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

_____

_____

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

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

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

PROPOSED

Part C: Third Party Certification

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

Name of individual: _____ Title: _____

Organization: _____

Address: _____

Telephone: (___) _____ Fax: (___) _____

Email: _____

Describe the nature of the meeting: _____

Part D: Employee Signature

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

_____ _____

Signature of employee Date

PROPOSED

Alsea School District 7J

Code: **GCEC**
Adopted: 1/13/16
Orig. Code: GCEC

Job Sharing

Job sharing shall be defined as the sharing and occupation of a single staff position by two individuals.

Applicants for job sharing must submit an application, in writing, to the superintendent and supporting documentation as necessary by April 1 for the following year.

Both the applicants shall be current to the district staff members; however, the superintendent may make an exception if, in his or her judgment, the assignment of a nonstaff applicant would enhance instruction.

The district shall provide notice to the parents of the students to be affected prior to approval of the application.

Job sharing shall terminate at the end of each school year. Reapplication must be made if the two parties desire to continue in the Job Sharing Program.

Fringe benefits shall be divided appropriately between the two staff members; however, an employee may receive full benefits if the employee pays the difference.

All leaves and holiday pay normally accrued by an employee shall be divided appropriately between the two staff members.

Except in the case of illness, emergencies or leave, job-sharing staff will be requested to substitute for each other. The substitute staff shall be paid at their rate of pay prorated for the time in substitution.

Attendance of both parties, without additional compensation, shall be required during those days noted as in-service and parent-student-teacher conferences. During report card preparation and other work days, collaboration is expected, but teachers are only required to be present on a pro-rata basis. One teacher shall attend all staff meetings. Both teachers are responsible for any information disseminated and implementing decisions made at the staff meetings.

At the conclusion of the school year, the employee shall suffer no loss of employment rights, including permanent status in effect prior to taking the shared position.

Permanent status and tenure will be maintained in a manner consistent with state statute. Full-time employees who wish to job share must secure a one-half time unpaid leave of absence if it is their desire to return to a full-time position. The teacher may return by notifying the district in writing by April 15 prior to the school year ~~he/she~~ their wishes to return to full-time teaching. The return will be to a position that is similar and available and is to begin with the fall term.

The superintendent shall develop schedules, assign duties, provide for preparation periods, etc., as if a single person were assigned to the position. It shall be the responsibility of the two parties to divide their time so that these arrangements are equitable.

Staff entering job sharing shall be placed on the salary schedule according to their experience, training and district policy. Compensation for each member will be equal to the salary designated for each placement.

Job-sharing staff shall confer at least weekly with respect to joint lesson planning and organization.

Both teachers shall assume responsibility for maintenance of student education records, report cards, portfolios and the appearance of the classroom.

The district reserves the right to terminate the job-sharing position upon 30-days' notice and, in the event of an emergency, may terminate the shared time position on 24-hours' notice.

Both staff members shall be observed and evaluated individually as provided by district policy.

Amendments to this policy will only be made after consulting with an Alsea Education Association office holder or ~~his/her~~ designee.

END OF POLICY

Legal Reference(s):

ORS 332.107

Eugene Education Association v. Eugene School District 4J, Case Nos. UP-8-87 and UP-18-87, 9 PECBR 9391 (1987); rev'd, 91 Or. App. 78 (1988); vacated and remanded, 306 Or. 659 (1988).

Alsea School District 7J

Code: **GCEC-AR**
Adopted: 1/13/16
Orig. Code: GCEC-AR

Job Sharing Agreement

The undersigned do hereby agree to the following conditions of job sharing:

1. A shared assignment is requested by:

   _____; and

   _____;

2. This agreement is for the _____ school year. This agreement shall be in effect for one year, with no guarantee of continuing the partnership program beyond the term of this agreement. Job sharing may continue, subject to annual review by the superintendent. When this agreement discontinues, the district will place staff where needed;

3. The superintendent will approve the daily/weekly work schedule for the year;

4. Both staff members will have part-time status, receiving an appropriate percentage of their salary, including the increment, based on their salary schedule placement;

5. Each employee's half-time, full-year work will count one year toward permanent status and one year toward seniority;

6. Each employee will receive holiday pay and leave on a prorated basis;

7. Both employees' agree that the district will pay an appropriate percentage of their fringe benefits package (not to exceed the expense of one employee);

8. Each employee shall assume responsibility for a cooperative balance of work hours, of the required duties of their portion of the school day, and of their scheduled hours on teacher work days. Each teacher shall also assume responsibility for maintaining student education records, inventories and room appearance;

9. Both teachers are responsible for complete lesson plans and each shall confer with the other at least once per week to ensure that district curriculum goals and bench marks are being met;

10. One teacher shall participate in each staff meeting and will be responsible for communicating the relevant information to the other. Both teachers shall participate in parent-student-teacher conferences, required school-sponsored evening activities, scheduled in-services and out-of-classroom activities, such as field trips and excursions, when such activities span both teachers' portions of the instructional day without additional compensation;

11. Both teachers will report student progress in their areas of instructional responsibility with a coordinated report for social/citizenship aspects of grading;

12. Both teachers will plan and implement appropriate room arrangements and will cooperatively develop and maintain consistent classroom management standards;

13. Parents will be contacted by individual teachers as problems arise. A conference between both teachers and the parents will be scheduled when the problem is common to both teachers;

14. Both staff members agree to substitute for the other, whenever possible. When this occurs the substitute staff shall be paid at their rate of pay prorated for the time in substitution;

15. Job performance responsibilities will comply with all policy and contractual stipulations;

16. Both staff members will be observed and evaluated annually as stipulated in district policy and the contract;

17. Both teachers acknowledge that the work they will be required to do under this contract, such as dual appearance at in-services, conferences and the like, will not be compensated as extra work;

18. If either employee is unable to complete the job sharing assignment, the district retains the right to assign the remaining employee to full-time responsibilities for the duration of the agreement;

19. The district will annually announce job sharing application deadlines.

Specific considerations:

_____

_____

_____

_____ _____
Employee Date

_____ _____
Employee Date

_____ _____
Supervisor Date

_____ _____
Superintendent Date

_____ _____
Association Representative Date

Alsea School District 7J

Code: **GCKA/GDKA**
Adopted: 1/13/16
Orig. Code(s): GCKA/GDKA

Overtime

The district may budget funds for overtime.

Overtime is defined as time worked over 40 hours in one week. A week is defined as seven consecutive days covering Monday through Sunday.

If funds are available, overtime will be compensated at not less than one and one-half times the rate of pay. A rate of pay will be calculated for each employee working overtime.

If funds are not available for overtime, compensatory time at not less than time and one-half will be allowed.

The district will develop procedures to implement this policy to include overtime request procedures, establishing rate of pay and scheduling compensatory time.

END OF POLICY

Legal Reference(s):

ORS 653.268

Fair Labor Standards Act of 1938, 29 U.S.C. §§ 206-207 (2006).

Alsea School District 7J

Code: **GCKA/GDKA-AR**
Adopted: 1/13/16
Orig. Code: GCKA/GDKA-AR

Compensatory Time

Maximum Hour of Compensatory Time

Unless authorized by the superintendent, employees should not exceed a maximum of 80 hours of accrued compensatory time. After a classified employee has accrued 80 hours of compensatory time, all additional hours of overtime worked will be compensated for in a cash payment. The superintendent will notify and provide a warning notice when a compensatory balance exceeds 60 hours.

Using Compensatory Time

Accrued compensatory time should be used within a reasonable time frame (within the month it is accrued) whenever possible. The employee will fill out a leave request form and submit it to the superintendent three days prior to the leave date, for approval.

Compensatory Time at Termination

Banked compensatory time should be paid at the employee's most recent rate of pay upon termination, retirement or change of status from nonexempt to exempt.

Alsea School District 7J

Code: **GCL/GDL**
Adopted: 6/13/17
Orig. Code: GCL/GDL

Staff Development

In order to strengthen and refine professional skills of district personnel, the superintendent or ~~his/her~~ designee will develop a staff development program for all employees.

District site councils will be encouraged to participate in the development and implementation of the district's staff development program including provisions for the professional growth of staff.

Staff development programs, whether provided directly by the district or through district contracts with third parties, will provide appropriate, reasonable accommodations to ensure such programs are available to employees with disabilities.

Each individual licensed employee is solely responsible for ensuring accurate completion of the professional development required for licensure. Once a licensed employee completes licensure requirements, the employee must submit evidence to the employee's supervisor or professional development advisor, who will verify that the licensed employee has successfully completed the professional development requirements to the superintendent or designee, on the Teacher Standards and Practices Commission (TSPC) Professional Educational Experience Report (PEER) form.

END OF POLICY

Legal Reference(s):

ORS 329.095
ORS 329.125
ORS 329.704
OAR 581-022-0606
OAR 581-022-1720

Clackamas IED Assn. v. Clackamas IED, No. C-141-77, 3 PUB. EMPL. COLL. BARG. REP. 1848 (ERB 1978).
Eugene Educ. Ass'n v. Eugene Sch. Dist. 4J, No. C-93-79, 5 PUB. EMPL. COLL. BARG. REP. 3004 (ERB 1980).
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).

Alsea School District 7J

Code: **GCPA**
Adopted: 1/13/16
Orig. Code: GCPA

Layoff - Licensed Staff

When the Board is considering a reduction of staff due to a lack of funds to continue the educational program at its anticipated level or due to the elimination or adjustment of classes due to an administrative decision ~~When the Board determines that a layoff of staff is necessary~~, it will discuss the matter at a regular or special Board meeting and will consider such factors and alternatives it deems necessary to arrive at a decision. ~~Layoff may take place under the following conditions:~~

Using the goals and priorities of the district, the Board shall direct the superintendent to prepare a reduction plan identifying which programs are to be reduced or eliminated for Board approval. As a result of the program reductions or elimination, the superintendent shall bring a list of positions to be cut or eliminated to the Board for approval. The district shall consider cultural or linguistic expertise and seniority, and may consider merit and competence, in accordance with Oregon law.[1]

~~1. The district's lack of funds to continue its educational program at its anticipated level;~~

~~2. Elimination or adjustment of classes due to an administrative decision;~~

~~3. Other reasons as determined by the Board.~~

Nothing in this policy~~, however,~~ is intended to interfere with the right of the district to discharge, remove or fail to renew~~nonrenew~~ the contract of a probationary teacher, or to not extend the contract of or dismiss a contract teacher pursuant to the provisions of the Accountability for Schools for the 21st Century Law[2].

END OF POLICY

Legal Reference(s):

ORS 342.805 - 342.910
ORS 342.934

[1] See ORS 342.934 (HB 2001 (2021)) for definitions and requirements.

[2] ORS 342.805 - 342.937.

Alsea School District 7J

Code: **GCPA-AR**
Adopted: 1/13/16
Orig. Code: GCPA-AR

Layoff/Recall - Licensed Staff

(Version 1)

(see updated version)

The administration will maintain data on enrollments and programs in an attempt to anticipate areas that may become over staffed. This may result in minimum class loads or a decision to discontinue certain programs. The Board will make the final decision on the value of programs to be kept, cut or eliminated.

The administration may employ a variety of cost saving measures in order to avoid layoffs (reduction in nonsalary expenditures, natural attrition, in-district transfers, reduction in contract lengths or salaries, etc.); however, it is not bound to do so, except as provided by law and collective bargaining agreements.

The Board will determine when staff layoffs become necessary, the Board will first determine which program areas or subject matters will continue to be taught. Following this decision, the Board will directed administration to conduct layoffs of licensed personnel in order as follows:

1. A determination of current licensure by the administration of all staff will occur. "Current licensure" is defined by the license held by the employee at the time the Board directs the layoffs;

2. Determine the seniority of the teachers to be retained (consistent with licensure), calculated from the first day of actual service as teachers with the school district inclusive of approved leaves of absence;

3. Determine the competence and merit of a teacher being retained if the Board desires to layoff another teacher with greater seniority.

The district shall not waive the right to consider competence in making decisions about staff layoffs or recall of staff. Retained teachers will be licensed and qualified, as defined in Oregon statutes, for the positions they fill.

Licensed Support Personnel (media specialist, music, physical education, etc.)

If the Board determines that a support program should be eliminated the following shall occur:

1. If the licensed teacher is properly licensed as a classroom teacher and meets the definition of competence, he/she shall be considered a classroom teacher;

2. If the licensed teacher is not properly licensed as a classroom teacher he/she will be considered only for that position for which he/she is licensed, competent and qualified.

Recall

If a teacher is laid-off he/she shall notify the administration in writing of the position for which he/she wishes to be recalled. A teacher is not considered laid-off if the teacher's employment terminates with the district prior to the effective date of the layoff.

A teacher who is laid-off will remain on the layoff list and be eligible for recall for 27 months from the date of layoff. No new teacher shall be hired to any position until all laid-off employees who are licensed, fully qualified and competent for the position have been given an opportunity to accept the position (provided a written notice as stated above was delivered to the district).

The district shall notify laid-off employees of a position opening by registered letter, return receipt requested, at their last known address. Laid-off teachers shall have 15 calendar days from the date of mailing in which to indicate their acceptance or rejection of the position and an additional 14 days from date of acceptance in which to begin active employment unless otherwise mutually agreed upon.

If the teacher cannot be reached at his/her last known address, or if he/she rejects any position offered for which the teacher is licensed, qualified and competent, he/she shall forfeit all recall rights. Teachers who wish to waive reemployment rights may do so by written notification to the district.

Employees returning from lay-off shall have all previously accrued sick leave and seniority reinstated, but shall not receive benefits for the period of the layoff.

If they choose, staff members on layoff may keep up their institutional insurance and health plans by paying their own premiums as prescribed by law, subject to the rules of the insurance carrier.

DELETE

Alsea School District 7J

Code: GCPA-AR
Revised/Reviewed:

Reduction or Recall of Licensed Staff
(Version 2)

The Board will make the final decision on programs to be kept, cut or eliminated following a review of the reduction plan developed by the superintendent. The Board will determine when staff layoffs become necessary, and will approve positions to be cut or limited as after receiving a recommendation from the superintendent.[1] Individuals that may be impacted by the layoff shall not be discussed by the Board. The affected employees shall be notified within a reasonable time.

Definitions

1. "Competence" means the ability of a teacher to teach a subject or grade level based on consideration of any of the following:

    a. Teaching experience within the past five years related to the subject or grade level;
    b. Educational attainments, which may not be based solely on being licensed to teach; or
    c. The teacher's willingness to undergo additional training or pursue additional education.

2. "Cultural or linguistic expertise" means the expertise of one teacher, as measured against the expertise of another teacher, based on consideration of any of the following factors:

    a. A teacher's linguistic ability in relation to an in-district language, as determined by the district using a method of verification or attestation of fluency for all in-district languages;
    b. A teacher's completion of a teacher pathway program that is implemented by a teacher pathway partnership at the national, state, regional or local level and that has the primary focus of increasing the number of culturally or linguistically diverse teachers; or
    c. A teacher's current work assignment that requires the teacher to work at least 50 percent of the teacher's work assignment time:

        (1) At a school where at least 25 percent of the student population consists of students from a historically underserved background, if the teacher is assigned to one school; or
        (2) At programs, schools or school districts where at least 25 percent of the student population consists of students from a historically underserved background, if the teacher is assigned to multiple programs, schools or school districts.

3. "In-district language" means a heritage language or a language other than English that is spoken:

    a. By five percent or more of the students enrolled at the school where a teacher is assigned or, if the teacher is not assigned to a school, of the students enrolled in the schools of the district; or
    b. At five percent or more of the homes of the students enrolled at the school where a teacher is assigned or, if the teacher is not assigned to a school, of the homes of the students enrolled in

[1] Districts are encouraged to consult with legal counsel and any applicable collective bargaining agreements prior to taking any action on reductions of staff.

the schools of the district. "Merit" means the measurement of one teacher's ability and effectiveness against the ability and effectiveness of another teacher.

4. "Qualified" means the measurement of the teacher's ability to teach the particular grade level or subject matter in which the teacher is placed after the reduction in force.

5. "Qualified teacher with cultural or linguistic expertise" means a teacher who:

   a. Has more cultural or linguistic expertise than a teacher with more or equal seniority; and
   b. Holds proper licenses or other credentials to fill a remaining position.

6. "Student from a historically underserved background" includes a student who:

   a. Is an English language learner;
   b. Is from a racial or ethnic group that has historically experienced academic disparities, including racial or ethnic groups for which a statewide education plan has been developed under ORS 329.841, 329.843 or 329.845 for students who are black, African-American, American Indian, Alaska Native, Latino or Hispanic;
   c. Is economically disadvantaged; or
   d. Has a disability.

7. "Teacher" has the meaning given that term in ORS 342.120.

Procedures

When determining which teachers will be retained when the district reduces staff, the district shall prioritize seniority, except as follows:

1. A district shall retain a qualified teacher with cultural or linguistic expertise who has less seniority if the release of the less senior teacher would result in a lesser proportion of teachers with cultural or linguistic expertise compared to teachers without cultural or linguistic expertise.

2. If a qualified teacher with cultural or linguistic expertise is retained as described above and the district is determining which teachers to retain who do not have cultural or linguistic expertise, the district shall prioritize:

   a. Seniority[2]; or
   b. Competence or merit in accordance with law.

3. The district may retain a teacher with less seniority than a teacher being released if the district determines that the teacher being retained has more competence or merit than the teacher with more seniority who is being released.

The district shall not agree in any collective bargaining agreement to waive the right to consider competence in making decisions about reduction in staff or recall of staff. Retained teachers will be properly licensed and qualified, as defined in Oregon statutes, for the positions they fill.

[2] Seniority shall be calculated from the first day of actual service as teachers with the district, inclusive of approved leaves of absence. In the event there is a tie in calculating seniority, it shall be broken by drawing lots.

The district will develop criteria and procedures for identifying in-district languages, verifying teacher language abilities, reviewing teacher pathway programs and determining which teachers teach in schools with 25 percent or more students from a historically underserved population. Procedures and timelines will be communicated to teachers.

Recall

A teacher who was released due to a reduction in staff will be eligible for recall for 27 months after the last date of release, unless waived by a rejection of a specific position. No new teacher shall be hired to any position until all staff who remain on a recall list who are licensed and qualified for the position have been given an opportunity to accept the position.

The district shall notify teachers on the recall list of a position opening by registered letter, return receipt requested, at their last known address. Teachers shall have 7 calendar days from receipt of such notification in which to indicate their acceptance or rejection of the position and an additional 14 days from date of acceptance in which to begin active employment unless otherwise mutually agreed upon.

If the teacher rejects any position offered for which the teacher is licensed and qualified, or the teacher fails to respond within the specified timeline, the teacher shall forfeit all recall rights.

Staff returning to work shall have all previously accrued sick leave and seniority reinstated, but shall not receive benefits for the period of the release.

Teachers will have recall rights for a maximum 27-month period. If they choose, released teachers may maintain their district insurance and health plans by paying their own premiums as prescribed by law, subject to the rules of the insurance carrier.

Teachers affected by a reduction in staff may be placed on the substitute list for any position requested when released. They will be notified for those positions requested before other substitutes are notified.

PROPOSED

Alsea School District 7J

Code: **GCPB/GDPB**
Adopted: 1/13/16
Orig. Code: GCPB/GDPB

Resignation of Staff

A licensed staff member who wishes to resign from ~~his/her~~ their position with the district must give a written notice of at least 60 days upon or at~~prior to~~ the time of resignation~~date he/she wishes to leave district employment~~. The superintendent is authorized to accept the resignation effective the day it is received and either release the teacher immediately from further teaching or administrative obligations or inform the teacher that ~~he/she~~ they must continue teaching for part or all of the 60-day period.

Where less than a 60-day notice is given, the Board may request the Teacher Standards and Practices Commission to discipline the licensee. Exceptions due to emergency or other extenuating circumstances may be considered by the Board.

~~A classified staff member who wishes to resign from his/her position with the district must file a written notice in the superintendent's office at least 15 days prior to the date he/she wishes to leave district employment.~~ The superintendent is authorized to accept resignations of classified employees~~the resignation~~ effective the day they are~~it is~~ received.

END OF POLICY

Legal Reference(s):

ORS 342.545
ORS 342.553
ORS 652.140
OAR 581-022-2405
OAR 584-050-0020

Pierce v. Douglas County Sch. Dist., 297 Or. 363 (1984).

Alsea School District 7J

Code: **GCPC/GDPC**
Adopted: 3/11/21
Orig. Code: GCPC/GDPC

Retirement of Staff

To assist the district in its planning efforts, staff members considering retirement are encouraged to notify the district as early as possible, preferably at the beginning of the school year in which the retirement will take place.

Retiring employees are encouraged to coordinate with PERS and the Human Resources Department to ensure that all requirements are met. The superintendent will develop requirements, limitations, and procedures for employment as a PERS-retiree.

When an employee of the district retires under PERS, that employee's employment with the district will terminate. PERS-retired individuals may apply for open positions with the district.[1]

END OF POLICY

Legal Reference(s):

ORS Chapter 237
ORS Chapter 238
ORS Chapter 238A
ORS 243.303
ORS 342.120

[1] There must be a break in service for retired employees returning to work.

Consolidated Omnibus Budget Reconciliation Act of 1985, 29 U.S.C. §§ 1161-1169 (2018).
Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001-1461 (2018).
OR. CONST., art. IX, §§ 10-13.

Alsea School District 7J

Code: **GCPD**
Adopted: 1/13/16
Orig. Code(s): GCPD

Discipline and Dismissal of Licensed Staff

The Board will use due process and comply with relevant portions of the collective bargaining agreement when disciplining and/or dismissing employees.

END OF POLICY

Legal Reference(s):

ORS 243.672
ORS 243.706
ORS 243.756
ORS 342.835
ORS 342.865 to -342.910
ORS 342.934
ORS 652.140
OAR 584-020-0040

Alsea School District 7J

Code: **GCPD-AR**
Revised/Reviewed: 1/13/16
Orig. Code(s): GCPD-AR

Discipline and Dismissal of Licensed Staff

The Board will use due process and comply with relevant portions of the collective bargaining agreement when disciplining and/or dismissing employees.

Discipline

Staff members will be disciplined according to the severity and frequency of the conduct at issue. Discipline may be in the form of verbal reprimand, written reprimand or suspension depending on the circumstances of each case.

1. "Verbal ~~R~~reprimand": The administrator will hold a conference with the employee. The administrator~~He/She~~ will outline the nature of the problem and listen to any comments from the employee. The administrator will indicate compliance with specified procedures or cessation of certain conduct is required and future consequences if directives are ignored.

2. "Written ~~R~~reprimand": The administrator will hold a conference with the employee. The employee may have a representative present of their~~his/her~~ choice. The administrator will outline the nature of the problem and listen to any comments from the employee. The administrator will indicate compliance with specified procedures or cessation of certain conduct is required and future consequences if directives are ignored. A "letter of reprimand" shall be written and placed in the employee's personnel file.

3. "Suspension": Employees may be suspended in order to maintain the health and/or safety of other employees and/or students. Employees may also be suspended pending investigation of complaints regarding their job performance or conduct.

Dismissal

1. Probationary Teachers

    a. Contracts of probationary teachers may be nonrenewed for any reason or reasons deemed in good faith sufficient by the Board. Written notice of intended nonrenewal and reason(s) for nonrenewal must be given to the teacher by March 15 or sooner if so specified in a collective bargaining agreement. Written notice must be given prior to Board action on the nonrenewal. The teacher may request a hearing before the Board.
    b. Probationary teachers may be dismissed at any time for any reason or reasons deemed in good faith sufficient by the Board. Written notice of intended dismissal and reason(s) for dismissal must be given to the teacher prior to Board action on the dismissal. The teacher may request a hearing before the Board.
    c. The following procedures apply to hearings before the Board:

(1) The employee shall receive notice of the time, date and place of the hearing;
(2) The hearing shall be in executive session unless the employee has requested an open session;
(3) The employee shall have an opportunity to be present and be represented by anyone of their~~his/her~~ choice;
(4) The district may be represented by anyone of its choice;
(5) Both parties shall have the opportunity to make opening statements, to call witnesses and to cross-examine the other party's witnesses, to present documentary evidence and to make closing statements;
(6) The Board shall provide a written statement of the reasons for the final action taken (nonrenewal of contract or dismissal); and
(7) The Board may, at its option, designate an individual to preside over and conduct the actual hearing.

NOTE: These procedures are guidelines only and are subject to change depending on state and/or federal legislation and the actions of state and/or federal courts. These procedures may also be modified by existing collective bargaining agreements or individual employment contracts. These guidelines should be carefully reviewed by the district's attorney before their adoption and implementation.

2. Contract Teachers

a. Contract teachers may be dismissed or their employment contract nonextended when their job performance or conduct falls within one or more of the broad reasons listed in Oregon Revised Statute (ORS)~~ORS~~ 342.865: inefficiency, immorality, insubordination, neglect of duty including duties specified by written rules, physical or mental incapacity, conviction of a felony or of a crime involving moral turpitude, inadequate performance, failure to comply with such reasonable requirements as the Board may prescribe to show normal improvement and evidence of professional training and growth, or any cause which constitutes grounds for the revocation of such contract teacher's teaching license.
b. The superintendent and employee shall meet to discuss the superintendent's proposed recommendation to the Board regarding dismissal or contract non-extension.~~nonextension.~~ The employee may be accompanied by anyone of their~~his/her~~ choice.
c. The employee shall be notified if the superintendent intends to recommend dismissal or contract non-extension~~nonextension~~.

(1) The notice shall contain:

(a) The statutory grounds upon which the superintendent believes such dismissal or non-extension~~nonextension~~ is justified;
(b) A plain and concise statement of the facts relied on to support the statutory grounds for dismissal or non-extension~~nonextension~~;
(c) A copy of ORS 342.805 to 342.934; and
(d) The day and time of the Board meeting during which the recommendation will be made.

(2) A notice of intended dismissal must be given at least 20 days prior to the time a dismissal recommendation is made to the Board. It must be delivered in person or must be sent by certified mail.

(3) Notice of intended dismissal must be sent to the Board and to the Fair Dismissal Appeals Board.

d. The employee may be present at the Board meeting and be accompanied by anyone of their~~his/her~~ choice.

e. The employee shall receive notice of the Board's action and the reasons for such actions. Notice shall be sent by certified mail, return receipt requested, or in the manner provided by law for the service of a summons in a civil action.

3. Illness/Other Circumstances

Sickness or other unavoidable circumstances which prevent the teacher from teaching 20 school days immediately following exhaustion of sick leave accumulated under ORS 332.507 may be sufficient reason for the Board to place the teacher on leave without pay for the remainder of the regular school year. The district may terminate the teacher's employment without penalty on August 1 if the Board determines that the teacher is unable to resume teaching responsibilities at the beginning of the next fall term and the teacher is not on workers' compensation leave or federal or state family illness leave.

4. Wages

Whenever an employee is dismissed or where such employment is terminated by mutual agreement all wages earned and unpaid at the time of discharge or termination shall be payable no later than the end of the first business day after~~aftesr~~ discharge or termination.

Alsea School District 7J

Code: **GCQAB**
Adopted: 1/13/16
Orig. Code: GCQAB

Private Tutoring for Pay

No private tutoring for which a teacher receives a fee will be allowed in a school building ~~or~~ on school time. District facilities, materials or equipment may not be used. ~~, and no district-owned materials or equipment may be used~~.

END OF POLICY

Legal Reference(s):

ORS 244.010 ORS 332.505

Alsea School District 7J

Code: **GCQBA**
Adopted: 1/13/16
Orig. Code: GCQBA

Copyrights and Patents

The Board asserts the district's proprietary rights to publications, instructional materials and other devices prepared by district employees during their paid work time. The Board also recognizes the importance of encouraging its professional staff to engage in professional writing, research and other creative endeavors. Publications, articles, materials, models and other items produced by district personnel for district use with district time, money and facilities as part of an employee's job responsibilities remain the property of the district.

The district will apply for copyrights and patents when deemed appropriate by the superintendent. Employees will be expected to cooperate in the district's efforts.

In the event that an employee produces items described above partly on ~~his/her~~ their own time and partly on district time, the district reserves the right to claim full ownership. The employee~~, however,~~ may petition the district for assignment of copyright or patent rights. Employees will not attempt to copyright or patent such items without the knowledge and consent of the superintendent.

~~Employees who intend to make application to patent or copyright any item will furnish the superintendent with full, complete and prompt information and disclosure with respect to any such item.~~

~~If the district does not take appropriate action to seek a patent or copyright within three months after full disclosure by the employee involved, the district will have waived and relinquished any interest in the item.~~

END OF POLICY

Legal Reference(s):

ORS 332.745

Copyrights, 17 U.S.C. §§ 101-1332; 19 C.F.R. Part 133 (2016).
Patents, 35 U.S.C. §§ 1-376 (2012).

Alsea School District 7J

Code: **GD**
Adopted: 8/11/22
Orig. Code: GD

Classified Staff/Classified Staff Positions

"Classified employee" means any district employee not required to hold a teaching license. The superintendent or designee will designate classified employee positions. The essential job functions, titles and examples of work performed are to be prescribed in a written job description for each position classification.

END OF POLICY

Legal Reference(s):

ORS 326.051
ORS 332.505
ORS 659.805
ORS 659.850
ORS 659A.009
ORS 659A.029
ORS 659A.030
ORS 659A.142
ORS 659A.145
ORS 659A.233
ORS 659A.236
ORS 659A.309
ORS 659A.409

OAR 581-021-0045
OAR 581-022-2405

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2012).
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2012).
Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2012).
Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2012).
Rehabilitation Act of 1973, 29 U.S.C. §§ 503, 791, 793-794 (2012).
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2012).
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (2012).
Title II of the Genetic Information Nondiscrimination Act of 2008.
Americans with Disabilities Act Amendments Act of 2008.

Alsea School District 7J

Code: **GCDA/GDDA**
Adopted:

Criminal Records Checks and Fingerprinting *
(Version 2)

In a continuing effort to ensure the safety and welfare of students and staff, the district shall require all newly hired full-time and part-time employees[1] not requiring licensure under Oregon Revised Statute (ORS) 342.223 to submit to a criminal records check and fingerprinting as required by law. Other individuals, as determined by the district, that will have direct, unsupervised contact with students shall submit to criminal records checks and/or fingerprinting as established by Board policy and as required by law.

"Direct, unsupervised contact with students" means contact with students that provides the person opportunity and probability for personal communication or touch when not under direct supervision.

Pursuant to state law, a criminal records check or fingerprint-based criminal records checks shall be required of the following individuals[2]:

1. All individuals employed as or by a contractor, whether employed part-time or full-time, and considered by the district to have direct, unsupervised contact with students;

2. Any community college faculty member providing instruction at the site of an early childhood education program, at a school site as part of an early childhood program or at a grade K through 12 school site during the regular school day;

3. Any individual who is an employee of a public charter school and not requiring licensure under ORS 342.223; and

4. Any individual considered for volunteer service with the district who is allowed to have direct, unsupervised contact with students.

The district will provide the written notice about the requirements of fingerprinting and criminal records checks through means such as staff handbooks, employment applications, contracts or volunteer forms.

The district shall require a fingerprint-based criminal records check for volunteers allowed direct, unsupervised contact with students, in the following positions:

1. Head coach;

[1] Any individual hired within the last three months. A subject individual does not include an employee hired within the last three months if the district has evidence on file that meets the definition in Oregon Administrative Rule (OAR) 581-021-0510(11)(b).

[2] Subject individuals and requirements are further outlined in GCDA/GDDA-AR – Criminal Records Checks and Fingerprinting.

2. Assistant coach;

3. Overnight chaperone;

4. Volunteers transporting students, other than their own, in a private vehicle off district property for a district-sponsored activity.

The procedure for processing fingerprint collection is further outlined in GCDA/GDDA-AR – Criminal Records Checks and Fingerprinting.

A subject individual shall be subject to the collection of fingerprint information, only after the offer of employment or contract from the district and may be charged a fee by the district. A subject individual may request the fee be withheld from the amount otherwise due the individual.

The district shall not begin the employment of a subject individual or terms of a district contractor before the return and disposition of the required criminal records checks.

When the district is notified of a subject individual who has been convicted of any crimes prohibiting employment or contract the individual will not be employed or contracted, or if employed will be terminated. When the district is notified of a subject individual who knowingly made a false statement as to the conviction of any crime, the individual will not be employed or contracted with by the district, or if employed by the district will be terminated. A subject individual who fails to disclose the presence of convictions that would not otherwise prohibit employment or contract with the district as provided by law may be employed or contracted with by the district.

The district's use of criminal history must be relevant to the specific requirements of the position, services or employment.

The service of a volunteer allowed to have direct, unsupervised contact with students will not begin before the return and disposition of a criminal records check.

The service of a volunteer into a position identified by the district as requiring a fingerprint-based criminal records check will not begin before the return and disposition of a state and national criminal records check based on fingerprints.

A volunteer who knowingly made a false statement or has a conviction of the crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number may result in immediate termination from the ability to volunteer in the district.

The superintendent shall develop administrative regulations as necessary to meet the requirements of law.

Appeals

A subject individual may appeal a determination from ODE that prevents employment or eligibility to contract with the district to the Superintendent of Public Instruction as a contested case under ORS 183.413 – 183.470.

A volunteer may appeal a determination from a fingerprint-based criminal records checks by ODE that prevents the ability to volunteer with the district to the Superintendent of Public Instruction as a contested case under ORS 183.413 – 183.470.

END OF POLICY

Legal Reference(s):

ORS 181A.180
ORS 181A.230
ORS 326.603
ORS 326.607
ORS 332.107
ORS 336.631
ORS 342.143
ORS 342.223
OAR 414-061-0010 – 061-0030
OAR 581-021-0510 – 021-0512
OAR 581-022-2430
OAR 584-050-0012

Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et. seq. (2012).

PROPOSED

Alsea School District 7J

Code: **GCDA/GDDA-AR**
Adopted: 6/13/17
Orig. Code: GCDA/GDDA-AR

Criminal Records Checks/Fingerprinting
(Version 1)

Subject Requirements

1. Any individual newly hired and not requiring licensure as a teacher, administrator, personnel specialist or school nurse shall be required to undergo a nationwide criminal records check and fingerprinting.

2. Individuals applying for reinstatement of a license that has lapsed for more than three years shall be required to undergo such checks.

   Requirements, including applicable fees and the process for the collection and submission of fingerprints, etc., will generally be met by the individual as a part of the licensing process and in accordance with rules established by the Teacher Standards and Practices Commission (TSPC).

3. Any individual registering with TSPC for student teaching, practicum or internship as a teacher, administrator or personnel specialist shall be required to undergo a nationwide criminal records check and fingerprinting with TSPC.

4. Any district contractor, whether part-time or full-time, or an employee of a district contractor, whether part-time or full-time, hired into a position having direct, unsupervised contact with students shall be required to undergo a nationwide criminal records check and fingerprinting.

   The superintendent will identify district contractors subject to such requirements.

5. Any contractor or an employee of the contractor who provides early childhood special education or early intervention services shall be required to undergo a nationwide criminal records check and fingerprinting with the Oregon Department of Education, Child Care Division.

6. Any community college faculty member providing instruction at the site of an early childhood education program or at a school site as part of an early childhood program shall be required to undergo a nationwide criminal records check and fingerprinting.

7. An individual who is an employee of a public charter school shall be required to undergo a nationwide criminal records check and fingerprinting.

8. [Any person authorized by the district for volunteer service into a position having direct, unsupervised contact with students [will] [may] be required to undergo an Oregon criminal records check.]

An exception will be made to criminal records checks and fingerprinting if the district has on file evidence from a previous employer documenting a successfully completed Oregon and FBI criminal records check.

Evidence will be either a copy of the records check or a written statement of verification from a supervisor or officer of the previous employer. Furthermore:

1. The Oregon Department of Education (ODE) or TSPC verification of a previous check shall be acceptable only in the event the district can demonstrate records are not otherwise available;

2. Additional evidence that the employee has not resided outside the state between the two periods of time working in the district shall be maintained.

Notification

1. The district will provide notification to individuals subject to criminal records checks and fingerprinting of the following:

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

2. The district will provide notice through such means as employment applications and contract forms.

Processing/Reporting Procedures

1. Any individual subject to criminal records checks and/or fingerprinting shall, as part of the application process, complete the appropriate forms as provided by ODE.

2. If the individual is subject to fingerprinting, he/she will be required to report within five working days to an authorized fingerprinter for fingerprinting. Fingerprints may be collected by one of the following:

   a. Employing district staff;
   b. Contracted agent of employing district;
   c. Local or state law enforcement agency.

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

3. The individual is responsible for obtaining a fingerprint card from an Oregon district, education service district, an Oregon-approved teacher education institution, ODE or TSPC.

4. The individual is responsible for submitting to the authorized fingerprinter a fingerprint card and an 8 1/2" x 11" or larger envelope with postage affixed and addressed to the district district office.

5. To ensure the integrity of the fingerprinting collection and prevent any compromise of the process, the district will provide the name of the individual to be fingerprinted to the authorized fingerprinter and require that the individual submit a photo ID (driver's license or other) containing the

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

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

Fees

Fees associated with criminal records checks and/or fingerprinting for individuals applying for employment with the district including contractors and their employees and volunteers shall be paid by the district.

Termination of Employment or Withdrawal of Employment/Contract Offer

1. Any individual required to submit to criminal records checks and/or fingerprinting in accordance with law and/or Board policy will be terminated from consideration as a district volunteer and employment or contract status or withdrawal of offer of employment or contract will be made by the superintendent immediately upon:

   a. Refusal to consent to a criminal records check and/or fingerprinting; or
   b. Notification by the Superintendent of Public Instruction or his/her designee or the State Board of Education that the employee has made a false statement as to conviction of a crime or conviction of crimes prohibiting employment with the district as specified in law.

2. Employment termination shall remove the individual from any district policies, collective bargaining provisions regarding dismissal procedures and appeals and the provisions of Accountability for Schools for the 21st Century Law.

Appeals

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

Alsea School District 7J

Code: GCDA/GDDA-AR
Revised/Reviewed:

Criminal Records Checks and Fingerprinting
(Version 2)

Requirements

1. Any individual newly hired employee[1], whether full-time or part-time, and not requiring licensure under Oregon Revised Statute (ORS) 342.223 as a teacher, administrator, personnel specialist or school nurse, shall submit to a criminal records check and fingerprinting.

2. Any individual applying for reinstatement of an Oregon license with the Teacher Standards and Practices Commission (TSPC) that has lapsed for more than three years shall be required to undergo a criminal records check and fingerprinting with TSPC.

3. Any individual registering with the TSPC for student teaching, practicum or internship as a teacher, administrator or personnel specialist shall be required to submit to a criminal records check and fingerprinting with TSPC.

4. Any individual hired as or by a contractor[2], whether part-time or full-time, into a position having direct, unsupervised contact with students as determined by the district shall be required to submit to a criminal records check and fingerprinting.

   The superintendent will identify contractors who are subject to such requirements.

5. Any community college faculty member providing instruction at the site of an early childhood education program, a school site as part of an early childhood program or at a grade K through 12 school site during the regular school day, shall be required to undergo a criminal records check and fingerprinting.

6. Any individual who is an employee of a public charter school not requiring licensure under ORS 342.223 shall be required to undergo a criminal records check and fingerprinting.

7. {[3]}A volunteer allowed by the district into a position that has direct, unsupervised contact with students shall undergo an in-state criminal records check.

PROPOSED

[1] Any individual hired within the last three months. A subject individual does not include an employee hired within the last three months if the district has evidence on file that meets the definition in Oregon Administrative Rule (OAR) 581-021-0510(11)(b).

[2] A person hired as or by a contractor and their employees may not be required to submit to fingerprinting until the contractor has been offered a contract by the district.

[3] {If the district allows volunteers to have direct, unsupervised contact with students, districts are required to conduct criminal records checks on these volunteers. Choose the bracketed language options in 7, 8 and/or 9 of this policy that aligns with district practice. If the district allows volunteers to have direct, unsupervised contact with students the presented language is required. Align policy IICC – Volunteers with chosen language here.}

8. A volunteer allowed to have direct, unsupervised contact with students, into a volunteer position identified in Board policy[4] by the district as requiring a fingerprint-based criminal records check, shall undergo a state and national criminal records check based on fingerprints.

9. A volunteer that is not likely to have direct, unsupervised contact with students will be required to undergo an in-state criminal records check.

Exceptions

A newly hired employee[5] is not subject to fingerprinting if:

1. The district has evidence on file that the person successfully completed a state and national criminal records check for a previous employer that was a school district or private school, and has not resided outside the state between the two periods of employment; or

2. {[6]}The Oregon Department of Education (ODE) determines the person:

    a. Submitted to a criminal records check for the person's immediately previous employer, the employer is a school district or private school and the person has not lived outside this state between the two periods of employment;
    b. Submitted to a criminal records check conducted by TSPC within the previous three years; or
    c. Remained continuously licensed or registered with the TSPC.

Notification

1. The district will provide the following notification to individuals subject to criminal records checks and/or fingerprinting:

    a. Such criminal records checks and/or fingerprinting are required by law or Board policy;
    b. Any action resulting from such checks completed by the ODE that impact employment, contract or volunteering may be appealed as a contested case to ODE;
    c. All employment or contract offers or the ability to volunteer are contingent upon the results of such checks;
    d. A refusal to consent to a required criminal records check and/or fingerprinting shall result in immediate termination from employment, contract status or the ability to volunteer in the district;
    e. An individual determined to have knowingly made a false statement as to the conviction of any crime on district employment applications, contracts, ODE forms (written or electronic) will result in immediate termination from employment or contract status;
    f. An individual determined to have been convicted of any crime that would prohibit employment or contract will be immediately terminated from employment or contract status;
    g. A volunteer candidate who knowingly made a false statement or has a conviction of the crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number will result in immediate termination from the ability to volunteer in the district. The district will remove the volunteer from the position allowing direct, unsupervised contact with students.

2. The district will provide the written notice described above through means such as staff handbooks, employment applications, contracts or volunteer forms.

PROPOSED

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[4] See policy GCDA/GDDA – Criminal Records Checks and Fingerprinting.

[5] Any individual hired within the last three months.

[6] {This revision to TSPC rules sunsets July 1, 2024.}

Processing and Reporting Procedures

1. Immediately following an offer and acceptance of employment or contract, an individual subject to criminal records checks and/or fingerprinting shall complete the appropriate forms authorizing such checks and report to an authorized fingerprinter as directed by the district. The district shall send such authorization, any collection of fingerprint information, and the request to ODE pursuant to law.

2. Fingerprints may be collected by one of the following:

   a. Employing district staff;
   b. Contracted agent of employing district; or
   c. Local or state law enforcement agency.

3. To ensure the integrity of the fingerprinting collection and prevent any compromise of the process, the district will provide the name of the individual to be fingerprinted to the authorized fingerprinter.

4. The authorized fingerprinter will obtain the necessary identification and fingerprinting and notify ODE of the results. ODE will then review and notify the district of said results as well as the identity of any individual it believes has knowingly made a false statement as to conviction of a crime, has knowingly made a false statement as to conviction of any crime or has a conviction of a crime prohibiting employment, contract or volunteering.

5. A copy of the fingerprinting results will be kept by the district.

Fees

1. Fees associated with criminal records checks and/or fingerprinting for individuals applying for employment with the district and not requiring licensure, including persons hired as or by contractors[7], shall be paid by the district.

2. Fees associated with required criminal records checks for volunteers shall be paid by the district.

3. Fees associated with a required fingerprinting for volunteers shall be paid by the district.

Termination of Employment or Withdrawal of Employment/Contract Offer/Volunteer Status

1. A subject individual required to submit to a criminal records check and/or fingerprinting in accordance with law and/or Board policy will be terminated from employment or contract status, or withdrawal of offer of employment or contract will be made by the district upon:

   a. Refusal to consent to a criminal records check and/or fingerprinting; or
   b. Notification[8] from the Superintendent of Public Instruction that the employee has a conviction of any crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number.

PROPOSED

[7] A person hired as or by a contractor and their employees may not be required to submit to fingerprinting until the contractor has been offered a contract by the district.

[8] Prior to making a determination that results in this notification and opportunity for a hearing, the Superintendent of Public Instruction may cause an investigation pursuant to OAR 581-021-0511; involved parties shall cooperate with the investigation pursuant to law.

2. A subject individual will be terminated from employment or contract status upon notification from the Superintendent of Public Instruction that the employee has knowingly made a false statement as to the conviction of any crime.

3. Employment termination shall remove the individual from any district policies, collective bargaining provisions regarding dismissal procedures and appeals and the provisions of Accountability for Schools for the 21st Century Law.

4. A volunteer who refuses to submit, when required, to a criminal records check or a fingerprint-based criminal records check in accordance with law and/or Board policy will be denied such ability to volunteer in the district.

5. If the district has been notified by the Superintendent of Public Instruction that a volunteer knowingly made a false statement or has a conviction for any crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number, the individual will be denied the ability to volunteer.

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

Appeals

A subject individual may appeal a determination from ODE that prevents employment or eligibility to contract with the district to the Superintendent of Public Instruction as a contested case under ORS 183.413 – 183.470.

A volunteer may appeal a determination from a fingerprint-based criminal records checks by ODE that prevents the ability to volunteer with the district to the Superintendent of Public Instruction as a contested case under ORS 183.413 – 183.470.

PROPOSED

Alsea School District 7J

Code: **GDIA**
Adopted: 1/13/16
Orig. Code: GDI

Notice of Employment

The Board shall give, in writing, individual notices by May 30 to all employees for whom a teaching license is not required.

The notices shall address reasonable assurance of continued employment as covered in the Oregon Revised Statutes and Oregon Administrative Rules.

END OF POLICY

Legal Reference(s):

ORS 332.554 OAR 581-022-2405(4)

Alsea School District 7J

Code: **GDP**
Adopted: 2/10/16
Orig. Code: GDP

Discipline, Demoting or Dismissal of Nonrepresented Staff

Nonrepresented staff may be disciplined, demoted or dismissed by the appropriate supervisor.

The employee will be:

1. Given notice of the charge or reasons for the discipline, demotion or dismissal;

2. Given notice of the recommendation for discipline, demotion or dismissal; and

3. Given the opportunity to a meeting with the superintendent to explain his/her viewpoint prior to final action being taken on the employee.

Disciplinary action maybe appealed to the superintendent. The decision of the superintendent shall be final and binding.

Non represented employees who have been demoted or dismissed may request and shall be granted a hearing before the Board in accordance with ORS332.544 provided a written request is filed with the Board within 15 days of the demotion or dismissal.

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 332.544

Alsea School District 7J

Code: **GDPA**
Adopted: 1/13/16
Orig. Code: GDPA

Layoff - Classified Staff

The Board recognizes the possibility of a reduction in force of classified staff members.

The Board also recognizes the reduction in force of classified staff members currently is determined either by the date of hire or the quality of work of staff members within a classification. The possibility exists of more than one staff member within a classification having the same date of hire. Therefore, the Board will have an implementation process for resolving reductions involving staff members under those conditions.

END OF POLICY

Legal Reference(s):

ORS 332.107

Alsea School District 7J

Code: **GDPA-AR**
Adopted: 1/13/16
Orig. Code: GDPA-AR

Layoff - Classified Staff

The implementation process for the reduction in classified force will be based on the following criteria.

The administration will be responsible for obtaining the following information and conducting the reduction process as outlined.

1. Date of Hire/Seniority;

2. Qualifications for the remaining position(s);

3. Evaluations by Administration.

The "tie-breaker" procedures for classified staff members who have the same date of hire within a given classification will be as follows:

1. Names from a list who have equal performance evaluations, the same date of hire and the same classification will be drawn from an envelope;

2. The drawing will be done in the presence of an administrative representative and an association representative (the association may invite any and all individuals whose names are involved in the procedure);

3. The number of names will be drawn out of the envelope according to the number of positions that must be reduced. Those names drawn will be laid off.

Example: If four people have the same date of hire and the same classification, and two positions instead of four will be available, there will be two names drawn from the envelope. Those two names will be the individuals who will no longer have positions in the district

Alsea School District 7J

Code: **GDCA**
Adopted: 1/13/16
Orig. Code: GDCA

Posting of Vacancies - Classified

Classified vacancies will be posted at least five working days prior to closing the application period. All postings will be provided in an appropriate format to ensure effective communications with all individuals, including those with disabilities.

All postings will notify applicants that equal employment opportunity and treatment shall be practiced by the district. The employer's duties under the Americans with Disabilities Act, including the duty to reasonably accommodate upon request and with appropriate advance notice, will be clearly stated.

END OF POLICY

Legal Reference(s):

ORS 332.107

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (2012).
Title II of the Genetic Information Nondiscrimination Act of 2008.
Section 503 of the Rehabilitation Act of 1973.
Americans with Disabilities Act Amendments Act of 2008.

DELETE

Alsea School District 7J

Code: **GDEA**
Adopted: 1/13/16
Orig. Code: GDEA

DELETE

Substitute Classified Employees

Substitute classified employees will be employed at salary rates established by the Board. Substitutes will be paid at the stipulated rate for day-to-day assignments. If a substitute is employed more than 60 days consecutively in an assignment, he/she will be paid, beginning on the 61st work day, at the salary schedule rate until the end of that assignment.

END OF POLICY

Legal Reference(s):

ORS 332.505

9. Patron Comments
10. Board comments
11. Action Items:
    a. Approve Policies DB-FL
    b. Approval of Suicide Prevention Plan
    c. Approve Budget Calendar
    d. Approve Budget Committee Members
    e. Approve Grant application and MOU for Family Liaison Program
    f. Approve Communications plan
    g. Approve GMP's
    h. Approve Resolution 23-06

ALSEA SCHOOL DISTRICT

Suicide Prevention Plan

Updated 11/2022

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SECTION 1: INTRODUCTION

PURPOSE & PROCEDURES

The purpose of this plan is to increase the safety of at-risk youth and protect the health of all students at Alsea High School by implementing procedures related to suicide prevention, intervention, and postvention.

Senate Bill 52, or Adi's act, was passed in 2019 and requires Oregon school districts to publicly post a comprehensive plan for suicide prevention, intervention, and postvention response. This plan should be reviewed annually.

QUICK NOTES
School staff are frequently considered the first line of contact with potentially suicidal students
Most school personnel are neither qualified, nor expected, to provide the in depth assessment or counseling necessary for treating a suicidal student. They are responsible for taking reasonable and prudent actions to help at-risk students, such as notifying parents, making appropriate referrals, and securing outside assistance when needed.
All school personnel need to know that protocols exist to refer at-risk students to trained professionals so that the burden of responsibility does not rest solely with the individual "on the scene".
Research has shown that talking about suicide, or asking someone if they are feeling suicidal, will not put the idea in their head or cause them to die by suicide.
School personnel, parents/guardians, and students need to be confident that help is available when they raise concerns regarding suicidal behavior. Students often know, but do not tell adults, about suicidal peers. Having supports in place may lessen this reluctance to speak up when students are concerned about a peer.

DEFINITIONS

Crisis Team
A multidisciplinary team of primarily administrative, mental health, safety professionals, and support staff whose primary focus is to address helping a school support students and staff after a crisis.

Mental Health
Someone's state of being in regards to their emotions and feelings. Everyone has mental health. Mental health is a spectrum and can present strengths and challenges at all stages of life.

Protective Factors
Protective factors are a part of someone's life experience that might increase their ability to cope with stressors. Examples of protective factors are a stable home environment, presence of supportive adults, and financial stability.

Risk Factors
Risk factors are parts of someone's life stressors or the oppression experienced by a part of their identity that might increase their likelihood of thinking about suicide. Suicide risk tends to be highest when someone has several risk factors at the same time. Risk factors may encompass biological, psychological, and or social factors in the individual, family, and the environment.

Self-Harm
Behavior that is self-directed and deliberately results in injury or the potential for injury to oneself. Can be categorized as either non-suicidal or suicidal. Although self-harm often lacks suicidal intent, youth who engage in self-harm are more likely to attempt suicide.

Suicide
Death caused by self-directed injurious behavior with any intent to die as a result of the behavior.

Suicide Attempt
A self-injurious behavior for which there is evidence that the person had at least some intent to kill themselves. A suicide attempt may result in death, injuries, or no injuries. A mixture of ambivalent feeling such as a wish to die and desire to live is a common experience with most suicide attempts. Therefore, ambivalence is not a sign of a less serious or dangerous suicide attempt.

Suicidal Ideation
Thoughts about killing oneself or ending one's life. These thoughts can range from "I wish I could go to sleep and not wake up" to detailed planning for

suicide. ALL thoughts of suicide should be taken seriously.

Suicide Intervention
The intentional steps that your school and its staff take in the event of a student mental health crisis. Examples include written procedures, safety planning, parental involvement, and emergency services.

Suicide Prevention
The intentional steps that your school takes to create a school culture that encourages positive coping skills, reaching out to help with mental health, and talking about suicide in a safe and healthy way. Examples of suicide prevention include mental health education, staff training, and mental health awareness activities.

Suicide Postvention
Postvention is a crisis response strategy designed to reduce the risk of suicide contagion, provide the support needed to help survivors cope with a suicide death, address the social stigma associated with suicide, and disseminate factual information after the suicide death of a member of the school community.

ACKNOWLEDGMENTS

This document was adapted from the following sources

Model School District Policy on Suicide Prevention
American School Counselor Association, National Association of School Psychologists, Trevor Project, and American Foundation for Suicide Prevention

Suicide Prevention, Intervention, and Postvention Step by Step
Lines for Life and the Willamette Educational Service District

After a Suicide: A Toolkit for Schools. American Foundation for Suicide Prevention/Suicide Prevention Resource Center Workgroup, 2011

Forest Grove School District: Suicide Prevention Policy and Plan

SECTION 2: PREVENTION

PREVENTION TRAINING AND EDUCATION

Staff: All staff should receive training on school policy, procedures, and best practices for intervening with students at risk of suicide.

- All school staff will receive:
  - Safeschools online training module-each year
  - Question, Persuade, Refer (QPR) training-at minimum every other year.
  - Access to review district suicide prevention policy and plan-each year

- Designated staff members (school counselors, school psychologists, mental health specialists, and administrators) will receive specialized training to intervene, assess, and refer students at risk for suicide.
  - Applied Suicide Intervention Skills (ASIST)- after hire and 5 year refresher training

Students:

- Core Curriculum:
  - All students should receive information about suicide and suicide prevention through the district's health curriculum, K-12. The purpose of developmentally appropriate suicide prevention curriculum delivered at the secondary level is to teach students how to access help at their school for themselves, their peers, and others in the community.
- Additional Support:
  - Through the Comprehensive School Counseling Program, students may receive additional instruction and support for suicide awareness, prevention, and intervention
  - Students should be made aware each year of the staff that have received specialized training to help students at risk for suicide
  - Suicide risk screening and/or assessment
  - Access to the district suicide prevention plan

POPULATIONS AT ELEVATED RISK FOR SUICIDAL BEHAVIOR

Alsea school district identifies the unique needs of its community and identifies populations that may be at elevated risk for suicidal behavior. Alsea's suicide prevention plan is most effective when community diversity and linguistic needs are appropriately addressed.

Youth living with mental health and/or substance use disorders
While the large majority of people with mental disorders do not engage in suicidal behavior, people with mental disorders account for more than 90 percent of deaths by suicide. Mental disorder, in particular depression or bi-polar (manic-depressive) disorder, alcohol or substance abuse, schizophrenia, and other psychotic disorders, borderline personality disorder, conduct disorder and anxiety disorders are important risk factors for suicidal behavior among young people. The majority of people suffering from these mental disorders are not engaged in treatment, therefore school staff may play a pivotal role in recognizing and referring the student to treatment that may reduce risk.

Youth who engage in self harm or have previously attempted suicide
Suicide risk among those who engage in self-harm is significantly higher than the general population. Whether or not they report suicidal intent, people who engage in self-harm are at an elevated risk for dying by suicide within 10 years. Additionally, a previous suicide attempt is a known predictor of suicide death. Many adolescents who have attempted suicide do not receive necessary follow up care.

Youth in foster care
Youth involved in the juvenile justice or child welfare systems have a high prevalence of many risk factors for suicide. Young people involved in the juvenile justice system die by suicide at a rate about four times greater than the rate among youth in the general population. Though comprehensive suicide data on youth in foster care does not exist, one researcher found that youth in foster care were more than twice as likely to have considered suicide and almost four times more likely to have attempted suicide than their peers not in foster care.

Youth experiencing homelessness
For youth experiencing homelessness, rates of suicide attempts are higher than those of the adolescent population in general. These young people also have higher rates of mood disorders, conduct disorders, and post-traumatic stress disorder. One student found that more than half of runaway and homeless youth have had some kind of suicidal ideation.

American Indian/Alaska Native (AI/AN) youth
In 2009, the rate of suicide among AI/AN youth ages 15-19 was more than

twice that of the general youth population. Risk factors that can affect this group include substance use, discrimination, lack of access to mental health care, and historical trauma.

LGBTQ+ youth
The CDC finds that LGBTQ+ youth are four times more likely, and questioning youth are three times more likely, to attempt suicide than their straight peers. The American Association of Suicidology reports that nearly half of young transgender people have seriously considered taking their lives and one quarter have reported having made a suicide attempt. Suicidal behavior among LGBTQ+ youth can be related to experiences of discrimination, family rejection, harassment, bullying, violence, and victimization. For those youth with baseline risk for suicide (especially those with a mental disorder), these experiences can place them at increased risk. It is these societal factors, in concert with other individual factors such as mental health history, and not the fact of being LGBTQ+ which elevate the risk of suicidal behavior for LGBTQ+ youth.

Youth bereaved by suicide
Studies show that those who have experienced suicide loss, through the death of a friend or a loved one, are at increased risk for suicide themselves.

Youth living with medical conditions or experiencing disability
A number of physical conditions are associated with an elevated risk for suicidal behavior. Some of these conditions include chronic pain, loss of mobility, disfigurement, cognitive styles that make problem solving a challenge, and other chronic limitations. Adolescents with asthma are more likely to report suicidal ideation and behavior than those without asthma. Additionally, studies show that suicide rates are significantly higher among people with certain types of disabilities, such as those with multiple sclerosis or spinal cord injuries.

SECTION 3: INTERVENTION

SUICIDAL RISK AND PROTECTIVE FACTORS

Risk Factors	Protective Factors
☐ Current plan to kill self ☐ Current suicidal ideation ☐ Access to lethal means	☐ Engaged in effective health and/or mental health care ☐ Feel well connected to others (friends, family, school)

☐ Previous suicide attempts ☐ Family history of suicide ☐ Exposure to suicide by others ☐ Recent discharge from psychiatric hospitalization ☐ History of mental health issues (major depression, panic attacks, conduct problems) ☐ Current drug/alcohol use ☐ Sense of hopelessness ☐ Self-hate ☐ Current psychological/emotional distress ☐ Loss (relationship, work, financial) ☐ Discipline problems ☐ Conflict with others (friends/family) ☐ Current agitation ☐ Feeling isolated/alone ☐ Current/past trauma (sexual abuse, domestic violence) ☐ Bullying (as an aggressor or as victim) ☐ Discrimination ☐ Severe illness/health problems ☐ Impulsive or aggressive behavior ☐ Unwilling to seek help ☐ LGBTQ+, Native-American, Alaskan Native, Male	☐ Positive problem solving skills ☐ Positive coping skills ☐ Restricted access to lethal means ☐ Stable living environment ☐ Willing to access support/help ☐ Positive self esteem ☐ Resiliency ☐ High frustration tolerance ☐ Emotion regulation ☐ Cultural and/or religious beliefs that discourage suicide ☐ Does well in school ☐ Has responsibility for others *Note: a person with an array of protective factors in place can still struggle with thoughts of suicide

SUICIDE RESPONSE PROTOCOL

Warning signs that may indicate an immediate danger or threat:

- Someone who has already taken action to die by suicide
- Someone threatening to hurt or kill themselves
- Someone looking for ways to die by suicide- seeking access to pills, weapons, or other means
- Someone talking, joking, or writing about death, dying, or suicide

Staff response:

If a suicidal attempt, gesture, or ideation occurs or is recognized, staff will ensure the continuous supervision of the student and report it to the school

counselor or school administrator right away. If there is imminent danger, call 911. A Suicide Screening Protocol Level 1 is performed by a trained school staff member. The screener will do the following:

- Interview the student using the Suicide Risk Assessment
- Complete a Student Safety Plan, if indicated
- Contact parent/guardian to inform and gather additional information
- Determine need for a Level 2 community based assessment based on level of concern and noted risk factors through the Suicide Risk Assessment
- Inform administrator of screening results

RE-ENTRY PROCEDURE

For students returning to school after a mental health crisis (e.g. suicide attempt or psychiatric hospitalization), a school counselor, mental health professional, administration, or designee, will meet with the student's parent or guardian, and if appropriate, meet with the student to discuss re-entry and appropriate next steps to ensure the student's safe return to school.

The school will request that the parent or guardian provide documentation from the hospital or mental health provider and/or sign a release of information to allow the school to share information with the hospital or outside mental health provider.

The designated staff person will periodically check in with the student to help the student readjust to the school community and address any ongoing concerns

SECTION 4: POSTVENTION

Regardless of how comprehensive suicide prevention and intervention plans may be, not all suicidal behavior will be prevented. Schools must be prepared to act and provide postvention support and activity in the event of a serious attempt or a completed suicide. The school's primary responsibility in these cases is to respond to the tragedy in a manner which appropriately supports students and the school community impacted by the tragedy.

Key Points (After a Suicide: A Toolkit for Schools, 2011):

- Prevention after a suicide attempt or completion is very important. Schools should be aware that adolescents and others associated with the event are vulnerable to suicide contagion or, in other words, increased risk for suicide.
- It is important to not “glorify” the suicide and to treat it sensitively when speaking about the event, particularly with the media.
- It is important to address all deaths in a similar manner. Having one approach for a student who dies of cancer, for example, and a different approach for a student who dies by suicide reinforces the stigma that still surrounds suicide.
- Families and communities can be especially sensitive to the suicide event.
- Know your resources.

Postvention Protocol

- School Administrators notify the District Office
- Verify Suicide
- The Crisis Response Team will be mobilized in partnership with LBL ESD crisis team members
- Estimate level of response resources required
- Determine what and how information is to be shared
- Inform faculty and staff
- Identify at risk students and staff
- Refresh staff on prevention protocols and be responsive to signs of risk

SECTION 5: RESOURCES

RESOURCES

988 National Suicide Hotline
Phone Number: 988
The 988 Lifeline is a national network of over 200 local, independent crisis centers equipped to help people in mental health-related distress or experiencing a suicidal crisis via call, chat, or text. The 988 Lifeline provides free and confidential support to people in a suicidal crisis or mental health-related distress 24 hours a day, 7 days a week.

The TREVOR Lifeline
Phone Number: 1-866-488-7386
TREVORtext: Text START to 678-678
Founded in 1998 by the creators of the Academy Award®-winning short film TREVOR, The Trevor Project is the leading national organization providing crisis intervention and suicide prevention services to lesbian, gay, bisexual, transgender, queer & questioning (LGBTQ) young people under 25.

YouthLine: CALL 877-968-8491 or TEXT “teen2teen” to 839863

Benton County Crisis Line: 1-888-232-7192

Helpful Calming Apps:
Calm Harm
Breathe2relax
Fluidity

DISTRICT REVIEW REQUEST

To request the district to review the actions of a school in responding to suicidal risk, make a written request to the superintendent.

Suicide Risk Assessment

Level 1 (School Screening)

1. IDENTIFYING INFORMATION

Name:_____ School:_____ Grade:_____ DOB:_____

Screener's Name:_____ Position:_____

2. REFERRAL INFORMATION

Who reported concern:

- ☐ Self
- ☐ Peer
- ☐ Staff
- ☐ Parent/Guardian
- ☐ Other

When was concern disclosed:_____ Contact information, if applicable: _____

What information was shared:

_____

_____

_____

3. INTERVIEW WITH STUDENT (SEE 'STUDENT INTERVIEW' PAGE FOR GUIDING QUESTIONS)

Warning Signs/Risk Factors

- ☐ Expressions of wanting to die, be gone, or of death in any manner
- ☐ Withdrawal from others
- ☐ Preoccupation with death
- ☐ Feelings of hopelessness/self-hate
- ☐ Substance abuse
- ☐ Current psychological/emotional pain
- ☐ Discipline problems
- ☐ Conflict with others (family/friends)
- ☐ Experiencing bullying
- ☐ Recent personal loss or change (death, divorce)
- ☐ Changes in appetite, behavior, or sleep
- ☐ Family problems
- ☐ Giving away possessions
- ☐ Current/past trauma
- ☐ Stresses from: gender ID, sexual orientation, ethnicity
- ☐ Exposure or access to weapons, violent video games
- ☐ Unmet basic needs
- ☐ Mental health concerns
- ☐ Self-injury

Protective Factors

- ☐ Engaged in mental health care
- ☐ Positive problem solving
- ☐ Positive coping skills
- ☐ Restricted access to means to kill self
- ☐ Stable living environment
- ☐ Willing to access support/help
- ☐ Positive self esteem
- ☐ Resiliency
- ☐ Emotional regulation
- ☐ Cultural and/or religious beliefs
- ☐ Does well in school
- ☐ Feels connected to others
- ☐ Has responsibilities

Suicide Risk Assessment

Level 1 (School Screening)

4. PARENT/GUARDIAN CONTACT

Name of parent/guardian contacted:_____ Time contacted:_____

☐ Left voicemail Date:_____ Time:_____ Received call back? _____

☐ Parent/guardian answered

Was the parent aware of the student's suicidal thoughts/plans? _____

Parent/guardian perception if threat:_____

_____

_____

Parent action plan:

☐ Transport student to a mental health evaluator (hospital, therapist, county mental health)

☐ Needs additional support

☐ Provided parents with additional resources and phone numbers

☐ ROI signed

5. CONSULTED WITH ADMINISTRATOR AND/OR OTHER TRAINED STAFF

School administrator notified (required): _____

Date: _____ Time:_____

Benton County Mental Health consultation needed? Hotline: 1-888-232-7192

☐ Yes

☐ No

If yes, crisis counselor consulted with _____

Recommendations:

_____

_____

6. DETERMINATION/ACTION TAKEN

☐ No risk

☐ Low/limited risk. Supports offered: _____

☐ Moderate/Several risk factors noted but no imminent danger

- Complete coping plan with student
- Mental Health referral
- Follow-up meeting _____

☐ High/Several risk factors noted and Level 2 assessment by the crisis team/emergency room needed.

- Consult with crisis counselor, Benton County Hotline: 1-888-232-7192
- ROI signed
- Complete coping plan with student
- Follow-up meeting _____

Alsea School District

Student Coping Plan- Primary Level

Feeling safe looks like this:

When I notice_____, my body is telling me I am not safe.

When this happens, I will_____ or _____

When I notice this at school, I will tell _____

When I notice this outside of school, I will tell _____

If the person in my plan is not available, I will tell a safe adult.

It is important to stay safe because:

1. _____
2. _____

Alsea School District

Student Coping Plan- Secondary Level

Student Name:_____ Date of plan: _____

Warning signs that I am not safe:

1.
2.
3.

What are things worth living for:

1.
2.
3.

My plan to create a safe environment:

1.
2.
3.

An adult I feel safe with at school: _____

An adult I feel safe with at home/outside of school: _____

I can call these numbers for 24 hour crisis support:
National Suicide Lifeline: 1-800-273-8255
Oregon Youthline: 1-877-968-8491 or text “teen2teen” to 839863
Benton County Crisis: 1-888-232-7192

February 7, 2023

Current Analytics and Communications Development Report to the Alsea School Board

ANALYTICS

Wolverine News!

December 2022 "We Couldn't Do This Without You!"

- 109 visitors within the first 1 ½ hours of original post/group email
  - 31 visited for less than a minute
  - 17 2-5 minutes
  - 6 5-10 minutes
  - 15 10+ minutes
- Seen across the US, even on the east coast
- Accessed via Facebook, Alsea School website, and group email blast
- By 12/30 had 183 visitors
- Seen in HI, Canada, and UK

January 2023 "How Art Happens at Alsea School"

- 50 visitors in first hour, by 5 pm 100 visitors
- By 2/4/23 161 visitors
- Time spent on newsletter and range of access remained about the same as above

February 2023 "How Post-Secondary Guidance and Education Happen at Alsea School"

Facebook

- 9/22/22 was official launch of new page
- Page is not public due to advice of legal counsel around liability, community can share to boost positive exposure
- As of 1/31/23, the page has 78 followers, 892 total visitors, and 474 post engagement actions (shares, likes, clicks)
- Usage is beginning to rise steadily
- PIO does district and program news; others post sports

COMMUNICATIONS DEVELOPMENT

- Draft Communications Plan submitted for approval. This is a living document (document included separately). Many thanks to Alsea alum Amanda Sapp for her help with this project.

- Strategic Communications Plan to aide with transition over the coming months (document included separately)
- Development of Communications Procedures
- Weekly meetings between Acting Superintendent and Public Information Officer
- Communication Advisory Board has formed: Sara Cash, Michelle Morimoto, Amanda Sapp, Molly Schulze, Heather Shunk. Members have backgrounds in communications and school development
- Increased coverage in Alsea Valley Voice, new monthly column in Philomath News (around the 25th of each month), links in OREDNEWS through OSBA, and press releases to outside media
- Working closely with Risteen Follett for school board public communications and with Nancy Gigge for Alsea Bond Projects communications
- Future Plans:
    - Communications Survey to community, staff, students
    - Work with LAHO to bring educate community about program and to bring two arms of Alsea School District together
    - Solutions Based Journalism to outside media outlets
        - Eugene Weekly
        - Ruralite magazine
    - Increased Student and Staff generated content
    - Community Outreach and Inclusion
        - Then and Now articles
        - Alum interviews
        - Alum presentations to students
        - How you can help articles in newsletter

Alsea School District Communications Messaging Framework

Guiding Premise	DISTRICT MISSION STATEMENT (Aligning for Student Success will create new mission statement) "Alsea School and community share responsibility for creating a safe learning environment where performance and behavior reflect high expectations", (2016). Alsea will create a community based, technology infused, problem solving curriculum for grades K-12 incorporating state content standards aimed at preparing its students to meet or exceed state assessment, build leadership skills, and prepare students for life beyond schoo.", (2017).			
Guiding Purpose	For over 150 years, Alsea School has opened the minds of Alsea children to possibility, prepared Alsea students for bright futures, and strengthened the Alsea community.			
Values Communication	Expanding Minds	Creating Excellence	Strengthening Community	Honoring Trust
Themes Communication	Opening Alsea students' minds to possibility	Preparing Alsea students for bright futures	Strengthening the Alsea Community	Information Sharing
Objectives	**Communications Development**	**Trust and Transparency**	**Public Image and Positive Media Covera**	**Community Outreach and Inclusion**
Descriptions	Develop, implement, maintain, evaluate and adapt public communications plan for Alsea School District	Strengthen transparency of publicly available information to ASD school community, Alsea community and other shareholders.	Increase positive media coverage for Alsea School District	Seek and honor community input and participation in all areas of Alsea School
Activities and Artifacts (brainstorming)	*Crisis Communication Team*	*ASB Meeting Summaries*	*Wolverine News!*	*Fireside Chats*
	Develop Policies and Procedures	*ABP Updates*	*Partner witth Alsea Valley Voice*	*Directory of School Resources*
	Communications Advisory Board	*Key Communicators List*	*Press Releases to external media*	*Community Communications Review*
	Create partnerships with outside supports	*Posts to school media*	*Solutions Based Journalism*	*Liaison to ACE*
	Staff Communications Review	*ASB Statements*	*Media Outreach*	*Communications development for AWBC*
	Maintain Staff Directory		*School Media Development*	*Public Events and Forums*
	Strategic Communications Plan			*ASD Hall of Champions articles*
				Focus Groups

Alsea School District Communications Plan 2022-23

Values Communication Objectives	Expanding Minds			Creating Excellence			Strengthening Community			Honoring Trust		
	Communications Development			**Trust and Transparency**			**Public Image**			**Community Outreach and Inclusion**		
Descriptions	Develop, implement, maintain, evaluate and adapt public communications plan for Alsea School District			Strengthen transparency of publicly available information to ASD school community, Alsea community and other shareholders.			Increase positive media coverage for Alsea School District			Seek and honor community input and participation in all areas of Alsea School		
Activities and Artifacts	*Administrative Reports*			*ASB Meeting Summaries*			*Wolverine News!*			*Fireside Chats*		
	Crisis Communication Team			*ABP Updates*			*Partner witth Alsea Valley Voice*			*Directory of School Resources*		
	Develop Policies and Procedures			*Key Communicators List*			*Press Releases to external media*			*Community Communications Review*		
	Communications Advisory Board			*Posts to school media*			*Solutions Based Journalism*			*Liaison to ACE*		
	Create partnerships with outside supports			*ASB Statements*			*Media Outreach*			*Communications development or AWBC*		
	Staff Communications Review						*School Media Development*			*Public Events and Forums*		
	Maintain Staff Directory									*ASD Hall of Champions articles*		
	Strategic Communications Plan									*Focus Groups*		
Communication Chanr	School Website	School Facebook	*Wolverine News*	Communicator	Print flyers	Voice	Philomath News	School Email	News Media	Based		
Audiences	ASB	Public Record	Administration	ns Teams	Staff	Communicato	Alsea Alumni	General Public	Community			
Evaluation	Communications	Reports via Mr	Communication	Ongoing by Communications Teams			Weekly Communications Meetin		ASD Communications Advisory Board			

Alsea School District Strategic Communications Plan 2022-23

Themes											
Objective	Communications Development		Trust and Transparency			Public Image and Positive Media Coverage			Community Outreach and Inclusion		
Topics	***Change Timeline***	***Trust Topics***	***Happening and***	***Journalism***	***Wolverine News!***	***Internal Media***	***Alsea Valley Voice***	***Philomath News***	***External Media***		
Month			Budget fixes	AFO, Art at Alsea, LAH	publish by 30th	Weekly Bulletin	bimonthly article du	monthly due 25th			
		12/8 Fireside Chat Announcement				12/8 Huggy Wuggy	Parent Alert				
		12/13 Alsea Bond Project Update			12/24 Inaugural *Wolverine News! "We Couldn't Do This Without You"*		"ASD Looks to the Future"				
December		12/13 Board Meeting Summary					ABP Update				
January	BOC reconvenes	Prop Tax Announcen	HR Reset ASB Statement		*How Art Happens at Al*	honor roll	Superintendent Search is Underway at ASD		PR Super Search		
	1/9 and 11 How to Run for ASB	Lawsuits					Mural Project	1/24 Alsea Schools Column: *Mural Project Complete*			
	1/17 Superintendent Search Commences	1/16 Fireside Chat A	~~Q&Q/Search Criteria~~			1/9 New phone tree		1/20 Superintendent Search in *Three Things*			
	Superintendent	Summary				1/31 Miss Jones Books Thank you			1/31 Mural and Miss Jones Thank You to OREDNEWS		
	Announcement	Summary									
		Appointment									
		Audit	Budget Fixes and Building			1/14 Alsea Pups Preschool Video\					
	Report	~~Q&Q Super Search~~				1/14 Alsea Library event					
February	Bond progress	Fireside Chat Annou	Super Search progress			register to run for ASB		LAHO			
		AFSS Survey Result	Staffing changes								
		Budget Draft/Training									
	Candidate	ABP Update				ABP Update	Superintendent Search		Superintendent		
	2/4 file for ASB election					Prop Tax Blurb	Supeintendent Update				
March	Signatory	Fireside Chat Annou	Budget			register to run for A	ABP Update		PR Bond Project		
	ASB	ABP Update	HR Cuts			Plug testing	Superintendent Announcement		PR New Super		
	pamphlet		Testing/MAPS								
	Budget Reset										
April	Presented	Fireside Chat Announcement				Register to run for ASB					
	receive 27-29	LAHO Reset	AFSS Final								
	Committee										
	LAHO Reset		25 Budget Training/Draft, Committee etc								
May	office if you have	Fireside Chat Announcement				Register to run for A	New Super article		PR New ASB		
	2 Budget Comm meeting										
	5/16 School Board Elections (dropbox or have postmarked personally by this date)					Summer Programs	New Sup[er interview				
	ABP Update						23/24 School Budget				
	Graduation										
	Honor Roll										
June	School Year ends	Fireside Chat Annou	Summer Renovations at the School		Prom	Register to run for ASB					
	ABP Update										
	Thank you letter for Sean					JTerms					
	8 Budget Adopted										
July	New ASB, Super, and Budget										
	15 New Prop Tax Assessment Submitted										
August	School Year begins					Supply Lists					
September						First Day					

DRAFT AIA® Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the «9th » day of «February » in the year «2023 », is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the «1st » day of « August » in the year « 2022 » (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

«Alsea S.D. 7J Building Renovations & Additions
Main Power Upgrade»
«Alsea, OR »

THE OWNER:
(Name, legal status, and address)

«Alsea School District 7J»«»
«301 S Third Street
Alsea, OR 97324»

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

«CB Const, Inc»«»
«1202 Adams Avenue
La Grande, OR 97850»

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (1952866668)

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed « » ($ «~~773,038.53~~749019.38 »), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

«Per attached Exhibit A – Budget Summary and Exhibit B – General Conditions Distribution~~schedule of values~~ »

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

None at this time.

~~Item~~	~~Price~~

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« »] The date of execution of this Amendment.

[« X »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

«Date of commencement to occur 2 weeks from issuance of Notice to Proceed.~~-~~ »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

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§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[«X »] Not later than «June 12, 2024 » («To Be Determined based on material lead times ») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

~~**§ A.2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:~~

~~Portion of Work~~	~~Substantial Completion Date~~

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

«Architects most recent specifications »

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

«Architects most recent plans. »

Number	Title	Date

~~**§ A.3.1.4** The Sustainability Plan, if any:~~
~~*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)~~

~~Title~~	~~Date~~	~~Pages~~

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~~Other identifying information:~~

~~**§ A.3.1.5** Allowances, if any, included in the Guaranteed Maximum Price:~~
~~*(Identify each allowance.)*~~

~~Item~~	~~Price~~

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

«As listed at the bottom of Exhibit A »

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

« »

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

« »

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
«Sean Gallagher»«, Superintendent»	«Derek Howard, PE»«, Owner»
(Printed name and title)	*(Printed name and title)*

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CB Const, Inc

EXHIBIT - B
GC DISTRIBUTION

2/9/2023

	BP - 1
GENERAL CONDITIONS	ELECTRICAL UPGRADE
Project Executiver	
Project Manager	$ 6,951.84
Superintendent	$ 13,171.92
Office Supplies	$ -
Travel/Fuel	$ 589.82
Lodging	$ -
Mobilization	$ -
Project Software	$ -
Temp Fence	$ 60.25
Temp Project Signage	$ 103.28
Temp Toilets	$ 65.18
Dust Control	$ -
Temp Utilities	$ 244.86
Cleanup	$ -
Debris Removal	$ 354.25
Safety	$ 67.48
Record Documents	$ -
Warranty	$ -
Punchlist	$ -
Final Cleaning	$ -
Vehicles	$ -
Job Trailer	$ 584.39
Tool Trailer	$ -
Connex	$ -
Rental Equipment	$ 1,045.07
Shop Charges	$ 1,317.69
Small Tools	$ -
SUBTOTAL	$ 24,556.01

CB Const, Inc

EXHIBIT - A
GMP BUDGET SUMMARY

Alsea Bond Program - Bid Package 1 - Main Power Upgrade

09-Feb-2023

Division Name		Electrical Upgrade	Subcontractor
General Conditions			
General Conditions		$ 24,556.01	CB Const, Inc
Existing Conditions			
Survey			
Demolition			
Concrete			
Concrete			
Gypcrete			
Masonry			
Masonry			
Metals			
Structural Steel			
Cold Formed Steel			
Miscellaneous Steel			
Wood, Plastics, and Composites			
Rough Carpentry			
Rough Carpentry			
Trusses			
Casework			
Casework			
Thermal and Moisture Protection			
Siding			
Siding			
Roofing, Flashing, Gutters			
Insulation			
Insulation			
Openings			
HM Frames, Doors, Hardware			
HM Frames, Doors, Hardware			
Wood Frames, Doors, Hardware			
Aluminum Entrances, Glazing			
Windows			
Windows			
Sectional Doors			
Finishes			
Fin Carp/Misc Carp			
Gypsum Board, Acoustical Tile			
Tile (NOT INCLUDED)			
Flooring			
Flooring			
Painting			
Painting			
Signage, Specialties			
Signage			
Specialties			
Equipment			
Equipment - Residential			
Equipment - Commercial			
Furnishings			
Window Coverings			
Casework			
Countertops			
Elevator			

EXHIBIT - A
GMP BUDGET SUMMARY

Alsea Bond Program - Bid Package 1 - Main Power Upgrade

09-Feb-2023

Elevator			
Fire Suppression			
Fire Sprinkler System			
Plumbing			
Plumbing			
Plumbing			
HVAC			
HVAC			
Electrical, Fire Alarm			
Electrical		$ 567,416.00	Santiam
Communications			
Communications			
Electronic Safety and Security			
Fire Alarm & Detection System (ABOVE)			
Earthwork and Excavation			
Earthwork and Excavation		$ 68,975.00	Hughes Excavation
Exterior Improvements			
Asphalt			
Site Concrete			
Fencing, Gates			
Specialty Landscape Features			
Landscape			
Utilities			
Utilities		$ -	
	SUBTOTAL	$ 660,947.01	

	Rate		
Insurance, General Liability	**1.35%**	$ 10,069.73	
Payment/Performance Bond	1.22%	$ 9,100.05	
Washington B&O Tax	0.00%	$ -	
BOLI/Prevailing Wage Fee	0.00%	$ -	
State Tax	0.57%	$ 4,251.66	
Contingency	5.00%	$ 37,295.28	
Fee	3.25%	$ 24,241.93	
Scope Revisions			
CE 8 - Extended GC's		$ 3,113.71	CB Const (marked up)

SUBTOTAL	$ 749,019.38	

EXCLUSIONS

Building Permits	Building, Mechanical, Electrical, Plumbing Permits
Hazardous Materials	Weldng Lab shop equipment, furnishings;
Paint Booth equipment	Design Classroom / lab furniture, computers

DRAFT AIA® Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the «9th » day of «February » in the year «2023 », is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the «1st » day of « August » in the year « 2022 » (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

«Alsea S.D. 7J Building Renovations & Additions
Main Power Upgrade»
«Alsea, OR »

THE OWNER:
(Name, legal status, and address)

«Alsea School District 7J»«»
«301 S Third Street
Alsea, OR 97324»

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

«CB Const, Inc»«»
«1202 Adams Avenue
La Grande, OR 97850»

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ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed « » ($ «~~773,038.53~~749019.38 »), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

«Per attached Exhibit A – Budget Summary and Exhibit B – General Conditions Distribution~~schedule of values~~ »

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

None at this time.

~~Item~~	~~Price~~

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« »] The date of execution of this Amendment.

[« X »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

«Date of commencement to occur 2 weeks from issuance of Notice to Proceed.~~-~~ »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

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§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[«X »] Not later than «June 12, 2024 » («To Be Determined based on material lead times ») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

~~**§ A.2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:~~

~~Portion of Work~~	~~Substantial Completion Date~~

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

«Architects most recent specifications »

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

«Architects most recent plans. »

Number	Title	Date

~~**§ A.3.1.4** The Sustainability Plan, if any:~~
~~*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)~~

~~Title~~	~~Date~~	~~Pages~~

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~~Other identifying information:~~

~~**§ A.3.1.5** Allowances, if any, included in the Guaranteed Maximum Price:~~
~~*(Identify each allowance.)*~~

~~Item~~	~~Price~~

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

«As listed at the bottom of Exhibit A »

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

« »

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

« »

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
«Sean Gallagher»«, Superintendent»	«Derek Howard, PE»«, Owner»
(Printed name and title)	*(Printed name and title)*

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12. Adjourn

    a. Important Happenings

        February 9, 2023 Regular Board Meeting
        February 20, 2023 No School Presidents Day
        February 21, 2023 Fireside Chat
        February 24, 2023 Teacher Work Day
        February 27, 2023 First Day of Spring Practice

13. Executive Session:

    a. To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing. (ORS 192.660(2)(i))

    b. To consult with counsel concerning current or possible litigation. (ORS 192.660(2)(h))