Corvallis
SCHOOL DISTRICT

NOTICE

NOTICE IS HEREBY GIVEN of a meeting of the Corvallis School District Board of Directors.

Date & Time	Meeting Type	Location	Agenda
Monday, September 22, 2014 6:30 PM	Regular	District Office Board Room, 1555 SW 35th Street, Corvallis, OR 97333	See attached.

Accessibility: To request accommodations for board meetings, please contact Kim Nelson at 541-757-5841 or kim.nelson@corvallis.k12.or.us at least 48 hours before the meeting.

If you would like to watch live-streaming of the School Board meeting, please navigate to the District's YouTube channel: https://www.youtube.com/channel/UC9Jtpte5dmilZl9kySBJbVQ?
A recording of the meeting will also be posted to that channel.

POSTED: Corvallis School District Administration Building
Hans Boyle, Education Editor, Gazette Times (Via Email)

For more information, please contact Kim Nelson at 541-757-5841 or at kimberly.nelson@corvallis.k12.or.us

Corvallis
SCHOOL DISTRICT

Monday, September 22, 2014
6:30 PM

AGENDA
Regular Meeting of the
BOARD OF DIRECTORS
Corvallis School District 509J

Meeting Details: Monday, September 22, 2014, 6:30 PM in the District Office Board Room, 1555 SW 35th Street, Corvallis, OR 97333.

If you would like to watch live-streaming of the School Board meeting, please navigate to the District's YouTube channel: https://www.youtube.com/channel/UC9Jtpte5dmilZI9kySBJbVQ? A recording of the meeting will also be posted to that channel.

I. CALL TO ORDER AND ROLL CALL

II. PLEDGE OF ALLEGIANCE

III. COMMITTEE/BOARD MEMBER ITEMS

IV. INTRODUCE 2014-15 STUDENT REPRESENTATIVES

V. SUPERINTENDENT'S REPORT

VI. RATIFY CONTRACT WITH CEA (Corvallis Education Association)

Corvallis School District 509J
Board of Directors

BOARD MEETING DATE: September 22, 2014 **FOR ACTION**

SUBJECT: Corvallis Education Association Contract

Issue:
Ratification of the contract between Corvallis Education Association (CEA) and the Corvallis School District for 2014-16. (See document noting contract changes under separate cover.)

Recommendation:
Ratify the contract.

Involvement:
Contract negotiations with CEA have been ongoing since January 2014. The Board has met multiple times in Executive Session to set parameters for bargaining and provide guidance to the District Bargaining Team. On June 24, 2014, CEA and District Bargaining Teams reached tentative agreement on a contract agreement that fell within the financial parameters set by the Board.

ACTION REQUESTED: Ratify the contract.

CONTACT PERSON(S): Jennifer Duvall, Human Resources Director

CEA Bargaining
Tentative Agreements
June 24, 2014

Article 1 – Status of Agreement
E. Termination
This Agreement takes effect on **July 1, 2014** and remains in effect through **June 30, 2016**.

For the **2015-16** contract year, the parties agree to re-open the contract for the limited purpose of bargaining salary and compensation. Each party may also elect to bring up to two (2) additional language items up for the limited negotiations. These language items will be exclusive of any current Memorandum of Agreement issues.

Article 3 - Payroll Deductions
B. Pay Installments (current contract language)
Teachers will receive their annual compensation in ten equal monthly installments. Temporary teachers who are not working a full contract year will receive their pay on a monthly basis over the term of their contract

Article 5 - Association Rights:
No change – district will talk with administrators about concern and request

Article 7 – Performance Review:
A. No change

E. The performance review process required by ORS 342.850(2)(a) shall be developed in ~~consultation~~ **collaboration** with teachers belonging to and appointed by the Association.

K. The District will make every reasonable effort to provide the teacher performance review required by law on or before ~~June 1~~ **the Friday before the last student day of school** of the evaluation year.

Article 8—Personnel Files:
A.The official personnel file on all teachers **as well as any official electronic evaluation file, such as TalentEd,** is confidential, shall be kept in **secure electronic storage and/or** the District Human Resources Office, and shall contain all material deemed relevant by the District to the teacher's employment. Access shall be limited to the teacher, teacher designees, Board (when relevant to personnel actions), Superintendent, and teacher's administrative supervisor(s), ~~and teachers designated by the Superintendent.~~

F. In the event the District removes a document **or electronic evaluation document** from a teacher's personnel file, the document will be returned to the teacher **and/or the teacher will be notified.**

Article 11 – Personal and Academic Freedom:

B. Academic Freedom (following what's currently in this section or make own section E. Grading and Reporting)

For the term of this contract, the District and Association shall convene an advisory committee to review Grading and Reporting of Student Progress. The Committee shall consist of an equal number of District and Association representatives. The Committee can make recommendations to the Superintendent regarding the development and implementation of grading and reporting practices.

Using the recommendations from the Elementary and Secondary Grading Advisory Committees, CEA and administration will develop, review and revise a working document clarifying guiding principles to guide the work of the District around grading and reporting practices.

C. Grade Changes

~~When the District is contemplating changing a student's grade, it shall give the teacher five days' written notice of a meeting to discuss the change. During this meeting, if reasonable substantiation of the current grade cannot be provided, then the District reserves the right to change the grade. If the teacher is not available for consultation, he/she shall be advised of the grade change and the reasons for the change in writing.~~

A teacher may be required to demonstrate substantiation of a student grade or a student progress report. If, in the determination of the District, such **reasonable** substantiation is not provided, the District may request that grade or student progress report be changed. In the event that an agreement on a grade change or student progress report cannot be reached **or the teacher is not available for consultation,** the District may alter the grade or student progress report, but the District shall **notify the teacher of the change in writing** and accept the burden of proof to demonstrate that the teachers' original grade or student progress report was **not reasonably substantiated.**

D. Professional Learning Communities

~~For the term of this contract~~, **When the District and the Association deem necessary, representatives** shall convene an advisory committee to review Professional Learning Communities (PLC's). The Committee shall consist of an equal number of District and Association representatives. The Committee may choose to make recommendations to the superintendent regarding the implementation and the use of PLC's.

Article 16 – Leaves
C. Sick Leave
Sick leave is available to teachers on the basis of ten days per contract year. Sick leave with pay is for personal illness or for serious illness within the household which, in the teacher's judgment, requires his/her presence.

Following use of the three days of Personal/Emergency leave found in Section E. of this Article, ~~five of the~~ sick leave days **may be used** ~~provided above shall qualify~~ for care of a family member outside the household.

This use of sick leave is available for one occurrence per year if such leave qualifies for use of sick leave under state or federal law.

The following definition of family member will be used **and may be updated following any changes to OFLA and FMLA**. Family member means the spouse, domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, parent-in-law, parent of same sex domestic partner, **grandparent, grandchild**, or a person with whom the employee is or was in a relationship of in loco parentis. It also includes the biological, adopted, foster, or stepchild of a teacher or the child of a teacher's domestic partner. A teacher's child in any of these categories may be either a minor or an adult at the time the leave is taken. **The Superintendent or designee may allow other family members to be included.** The Superintendent or designee may grant a second occurrence for use of sick leave under the terms of Section C.

E. Personal/Emergency Leave
Each teacher shall receive three days of personal leave with pay per year. The leave shall be available upon request with no questions asked, except that personal leave days that adjoin a holiday or vacation period must be prearranged to ensure continuity for student instruction, by written submission at least ten working days in advance of the commencement date of the leave and shall contain a statement that a substitute has been requested. Appropriate instructional plans for the substitute shall be available. In the event of an emergency, advance notice is not required. Holidays and vacations shall be defined as Memorial Day, Labor Day, Veterans Day, and Thanksgiving, winter, spring, and summer vacations.

1. When possible, the teacher shall provide the District with 48 hours notice in advance of his/her intention to take leave.
2. Leave shall not be granted if a substitute is not available. It is not the intent of the District to allow the difficulty of retaining substitutes for difficult-to-replace positions to result in discrimination against those teachers in the taking of personal leave.
3. This leave is to be taken in full-day increments, except that one day may be taken in half-day increments.

At the end of the school year, each teacher shall be paid, in addition to his/her other pay, an amount equal to 85 percent of the licensed substitute daily rate each of the three days not used during the year.

Teachers who work less than full time shall receive time off and the year-end cash on a prorated basis based upon the relationship their regular work schedule bears to that of a full-time teacher.

Personal/emergency leave shall be earned according to the following schedule, but granted at the beginning of each school year based on contract days expected to work:

30-63 days on active duty	**1 day**
64-126 days on active duty	**1 day**
127-190 days on active duty	**1 day**

If an employee leaves the District after using such leave without earning it, the District shall be reimbursed at the amount of salary paid for any such leave time taken but not earned.

All personal/emergency leave must be used before any unpaid leave can be taken.

Article 18 – Working Conditions
H. Late Hire Preparation Time
Teachers hired after ~~classes commence~~ **the start of the teacher contract year** ~~in the fall~~ shall have two paid days of preparation prior to student contact time.

K. Special Education Teachers~~— Additional Days~~
Special Education teachers **will** ~~may~~ be assigned ~~up to~~ **two** additional work days for **case management/transition** compensated at their regular daily rate.

The District will allocate $25,000 per year to hire substitute teachers to address excessive teacher workload due to IEP responsibilities.

M. Dual Language Elementary Teachers – Conferences
Dual language elementary teachers, who share two classes, will receive a stipend based on two days for each conference session (fall and spring) at their per diem rate.

Article 19 – Compensation
A. Licensed Schedule
Teachers shall be paid in accordance with Appendix A (Licensed Salary Schedule) **for 2014-2015**. Salary and pay apply to work performed between dates of July 1 through June 30 of each year

B. Salary Advancement

4. ~~Teachers will receive no step movement for the 2012-13 contract year. Step movement will not be considered a status quo working condition for the 2013-14 contract year.~~ Effective June 30, 2014, step movement shall be a status quo working condition.

H. Fringe Benefits

~~2. Conversion to Oregon Education Benefits Board~~

~~a. If conversion to the Oregon Education Benefits Board (OEBB) is optional, the District and Association, working through the Joint Benefits Committee (JBC), mutually agree to enter OEBB during the term of this agreement. The parties agree to bargain under ORS 243.698 – the interim 90-day bargaining process. If the parties do not reach agreement prior to making OEBB plan selections, it is understood that the total cost for providing insurance (including administrative fees) will not increase for the District and any increase in costs shall be borne by the teachers unless the parties agree otherwise.~~

~~b. Except by mutual agreement between the District and the Association, converting to plans offered by the state-wide insurance pool will not increase the amount of the District's insurance contribution.~~

~~c. The state-wide insurance pool may include plan options. The decision to select and offer any options shall require mutual agreement between the District and the Association, working through JBC.~~

~~d. The state-wide insurance pool may not offer plans for every type of insurance coverage currently provided under the collective bargaining agreement. As allowed by law, the District shall continue to provide such insurance coverage through contracts with other insurance providers.~~

<Renumber section accordingly>

3. Part-Time and Partial-Year Teachers—District Contribution

Teachers who work half-time (0.50 FTE) or more shall be eligible for a prorata fringe benefit District contribution based upon the relationship their workweek bears to that of a full-time teacher. The part-time teacher may apply their ~~entire prorated insurance allocation (medical, dental, vision, life, long-term disability) towards their medical premium or divide the prorated allocation contributed by the District between medical and dental/vision/life/long-term disability.~~ **prorated insurance District contribution towards any health insurance premium out of pocket expense.**

The monthly amount of the District contribution towards the insurance costs for all eligible part-time teachers shall be determined by multiplying their percentage of FTE times the District total monthly health insurance cost for full-time FTE teacher. The District's monthly contribution for teachers who work less than a full school year shall be prorated by dividing the teacher's number of contract days by 190 days, and multiplying the result by 12 months to determine the number

of covered months. Teachers who work less than half-time are not eligible for fringe benefits and the District will make no monthly contribution. Teachers whose teaching assignment is less than full time, but 0.50 FTE or more, and whose spouse or domestic partner is also eligible for insurance and an employee of the school district, can combine their prorated district insurance contribution and apply the total toward the medical/dental/vision/life/long-term disability premium of the employee's premium whom is taking the benefits for their family. In this situation both employees at retirement are eligible to continue retiree insurance, individually, as if they had done so as an active employee.

Appendix A – Licensed Salary Schedule:
2.0% COLA for 2014-15

New hires after 7-1-2005 not eligible for grayed in steps

Step 14 is highest step for teachers **on the Bachelors column** if hired after 6/30/2005

~~Step 16 is the highest for teachers with a Masters degree or Bachelors plus 60 credits if hired after 6/30/2005~~

Appendix B – Extra Duty Schedule
1.5% increase (one time only during life of agreement)

Athletic Director – put on own "level" increase column 1 to $8,000/year and column II to $12,000/year

Add Middle School Cross Country coach at level D and include MS track assistant at 75% (District will cover cost of funding from its allocation)

******In addition – will use discretionary placement for bilingual teachers into DLI program. Will review and adjust current staff accordingly.******

Article 22—Joint Cooperation Committee
Recognizing that many of the demands and pressures placed upon the educational system are largely outside of the control and direction of either the District or the Association, the parties hereby agree to form a Joint Cooperation Committee (JCC) as a mechanism for continued dialogue between the parties during the life of this collective bargaining agreement.

The parties recognize that many day-to-day working conditions concerns are not easily resolved through the collective bargaining agreement, especially if individual building needs are taken into account. The parties, therefore, agree that the Committee shall serve as a vehicle for discussion of these working conditions concerns and as the possible source for a two-way flow of information and effective action resulting from group thinking.

The Committee shall be composed of four members designated by each party as follows: Association president; three Association representatives with one each from the elementary, middle and high school levels; the Superintendent designee; and three District representatives with one each from the elementary, middle and high school levels. The Committee shall meet from time to time as mutually agreed between the parties.

The Committee may address any working conditions/issue it deems appropriate. During the term of this agreement, the Committee may review issues, **such as, but not limited to: instructional technology, CEA meeting announcements, grading and reporting of student progress,** teacher workload, class size, itinerant staff conditions, extra duty, distance learning, hard-to-fill positions, discretionary placements, and conference schedules. Ultimate recommendations will be submitted for review, consideration, and possible action by the Association and either the Superintendent or Board.

J. Dowell
6-25-14

Marsha Lincoln
6-25-14

Corvallis
SCHOOL DISTRICT

VII. SPECIAL REPORTS

VII.A. Enrollment Update

2014-15 Enrollment Report

CORVALLIS SCHOOL DISTRICT 509J
SEPTEMBER 22, 2014

September Enrollment History, 2004-2014

	04-05	05-06	06-07	07-08	08-09	09-10	10-11	11-12	12-13	13-14	14-15
K	449	435	446	428	442	422	434	391	416	433	461
1	457	482	458	483	463	459	465	459	432	486	479
2	498	462	477	453	476	462	472	442	449	439	484
3	478	502	471	496	474	475	469	454	423	454	443
4	466	472	523	465	483	468	486	442	463	426	460
5	466	463	482	528	456	471	473	460	442	467	445
6	503	482	488	502	530	471	478	471	484	446	486
7	513	504	495	500	512	526	473	475	466	489	462
8	531	532	521	504	518	524	530	468	499	473	505
9	654	614	657	636	637	661	675	646	560	563	579
10	603	598	573	604	587	554	593	577	590	543	524
11	608	590	584	572	542	520	485	508	515	561	528
12	616	606	585	555	543	533	508	486	547	566	668
TOTALS	**6,842**	**6,742**	**6,760**	**6,726**	**6,663**	**6,546**	**6,541**	**6,279**	**6,286**	**6,346**	**6,524**

*All data as of September 30 each year except for 14-15, which is as of September 18.

Elementary Enrollment: September 18, 2014

	ADAMS			HOOVER			JEFFERSON			WILSON		
	Students	Projected	Difference	Students	Projected	Difference	Students	Projected	Difference	Students	Projected	Difference
KG	62	47	15	60	50	10	42	45	(3)	45	67	(22)
1	60	56	4	71	61	10	60	55	5	63	76	(13)
2	68	66	2	57	65	(8)	54	54	0	73	71	2
3	57	60	(3)	78	72	6	64	57	7	56	53	3
4	73	61	12	69	79	(10)	60	57	3	54	56	(2)
5	61	62	(1)	79	74	5	60	56	4	53	51	2
Total	381	352	29	414	401	13	340	324	16	344	374	(30)

	GARFIELD			LINCOLN			MOUNTAIN VIEW		
	Students	Projected	Difference	Students	Projected	Difference	Students	Projected	Difference
KG	91	71	20	65	67	(2)	72	58	14
1	72	79	(7)	69	76	(7)	56	66	(10)
2	80	82	(2)	74	78	(4)	50	46	4
3	51	60	(9)	53	53	0	54	50	4
4	68	57	11	59	70	(11)	46	44	2
5	58	53	5	60	59	1	44	45	(1)
Total	420	402	18	380	403	(23)	322	309	13

	FRANKLIN		
	Students	Projected	Difference
KG	24	24	0
1	28	28	0
2	28	28	0
3	30	30	0
4	31	31	0
5	30	31	(1)
6	64	64	0
7	60	64	(4)
8	62	64	(2)
Total	357	364	(7)

Elementary Average Student Teacher Ratios

	K	1	1-2	2	2-3	3	3-4	4	4-5	5
Adams	20.7	25.0	25.0	26.5	-	24.0	26.0	28.0	-	30.5
Franklin	24.0	28.0	-	28.0	-	30.0	-	31.0	-	30.0
Garfield EO	-	-	-	-	-	-	-	-	30.0	-
Garfield DLI	22.8	24.0	-	26.7	-	17.0	-	27.5	-	20.5
Hoover	20.0	26.5	26.0	24.5	-	26.0	-	30.5	26.0	30.5
Jefferson	21.0	20.0	-	27.0	-	32.0	-	30.0	-	30.0
Lincoln EO	-	-	-	-	-	-	27.0	-	32.0	-
Lincoln DLI	21.7	23.0	-	24.7	-	17.0	-	21.0	-	18.5
Mt. View	24.0	18.7	-	25.0	-	27.0	-	-	30.0	-
Wilson	22.5	21.0	-	24.3	-	28.0	-	27.0	-	26.5

Secondary Enrollment: September 18, 2014

	CHELDELIN			LINUS PAULING		
	Students	Projected	Difference	Students	Projected	Difference
6	186	176	10	236	238	(2)
7	186	179	7	216	202	14
8	191	193	(2)	252	241	11
Total	563	548	15	704	681	23

	CORVALLIS			CRESCENT VALLEY		
	Students	Projected	Difference	Students	Projected	Difference
9	297	311	(14)	282	239	43
10	296	283	13	228	246	(18)
11	293	280	13	235	220	15
12	393	346	47	275	265	10
Total	1,279	1,220	59	1,020	970	50

HIGH SCHOOLS BY GRADUATION COHORT		
Cohort	CHS	CVHS
1415	295	248
1314	299	243
1213	294	232
1112	301	254
1011	76	39
0910	11	4
0809	2	-
0708	1	-
Total	1,279	1,020

*School enrollment figures include students enrolled at College Hill High School and other Alternative Education programs district-wide.

Corvallis
SCHOOL DISTRICT

VIII. INTERIM BOARD MEMBER SELECTION

VIII.A. Applicant Presentations

VIII.B. Board Deliberation and Vote

IX. HONOR DEPARTING BOARD MEMBERS

X. STAFF AND PUBLIC TESTIMONY - (10 minutes)

Please note: To indicate your desire to testify, complete a request card at the meeting and turn it in to the Board Secretary before the meeting begins. See attached guidelines for providing input to the School Board.

Corvallis School District 509J
How to Provide Input to the School Board

Effective 02-19-14

The Corvallis School Board values the opinions and input of community patrons. As such, the purpose of this document is to provide general guidelines about how to make the most of your time when communicating with the School Board. The public may offer public testimony during certain School Board meetings or correspond in writing via email or U.S. mail, as outlined below.

I. Public Testimony

Members of the public have the opportunity to share their ideas and opinions with the Board during the agenda item labeled *Public Testimony*. These opportunities are offered only at certain School Board meetings.

To request the opportunity to offer public testimony

A. Complete a *Request to Address the Board* card, which can be found on a table at or outside the entrance of the meeting room.
B. Complete all requested information. The Board Secretary will notify you if any information has been omitted or is unclear.
C. Be specific regarding the topic about which you wish to speak. The Board Secretary will contact you if the topic is unclear or too general.
D. Give the completed Request to Address the Board card to the Board Secretary at the head table **before** the meeting begins.
E. Failing to fully and clearly complete the card and/or to submit it to the Board Secretary before the meeting begins may affect your opportunity to testify at the meeting.

Rules for Public Testimony

1. If you're called to testify:
    - Proceed to the podium in front of the Board.
    - Only one person at a time will be allowed at the podium, with exceptions at the board chair's discretion.
    - State your name and address, and the topic you will address before you begin.
        - These are a matter of public record and will not count against your time.
        - Exception: Current students may omit their address but should state the school they attend.

2. Direct your comments to the Board. The Board Chair will refer any questions or requests for action to the proper person for a response at a later date.

3. Keep your comments to the specified time allotted.
    - You will be signaled when you have 30 seconds remaining.
    - You will be signaled when your time is up.

4. If others have testified before you about the same issue, please state that fact and either decline to testify or limit your comments to points not already stated.

5. If a group wishes to speak:
    - Please designate one spokesperson for the group; that person will stand at the podium.
    - In order to maintain the meeting schedule, repetitious comments will not be permitted.

6. Speakers may offer objective criticism of district operations and programs but the Board will not hear complaints concerning individual district personnel.
    - Any such complaints must be handled following the steps outlined in policy KL and administrative regulation KL-AR, copies of which are available during meetings at which public testimony is allowed, or online at http://policy.osba.org/corvall/KL/index.asp.
    - Complaints regarding budget, programs, or other district issues also should be handled by first following the steps outlined in policy KL.

7. Undue interruption or other interference with the orderly conduct of Board business cannot be allowed.
    - Defamatory or abusive remarks are always out of order.
    - The board chair may terminate the speaker's privilege of address if, after being called to order, the speaker persists in improper conduct or remarks.

Important information

A. The board secretary will sort the *Request to Address the Board* cards that are complete and were received before the meeting begins into sets by topic, then will shuffle each set and place them face down at her place.

B. When it is time for public testimony, the board secretary will draw one card from each set, in turn, and announce the name of the person who will be called up to testify.

C. If you are called upon to testify, you will be allowed only a small amount of time to do so; usually three minutes are granted, but it could be less at the discretion of the board chair.

D. If more testimony requests are submitted than can be accommodated during the allotted time on the board's agenda, you might not be called upon to provide your testimony. In that case, please refer to section II – Written Correspondence, should you wish to provide your comments in written form.

E. When you testify, your name, address and testimony are matters of public record, except for student addresses.

F. Although it is not required, you may wish to prepare a written outline for your comments or to write out your testimony in its entirety.

G. Although providing a written copy of your testimony is not required, should you wish to provide it:
- Please include your name, address and telephone number on the document.
- You may either provide the board secretary with one copy of your written testimony to distribute at a later date, or you may bring 13 copies to the meeting for the board secretary to distribute to those at the head table.
  - One copy will be filed as part of the official board record.
- The same holds true for any handouts you wish the board to receive.

H. If you wish to submit a letter or any form of written comments:
- Copies will be provided to all board members and key staff members.
- The document will be kept in the district office as part of the official board record.
- Letters, emails and other written materials are considered public record.

II. Written Correspondence

Letters, emails and other written materials submitted to the Board are considered public record. In lieu of public testimony, you may send a letter via U.S. mail to: Corvallis School Board, Attn: Julie Catala, P.O. Box 3509J, Corvallis, OR 97339. Also, you may send an email to: schoolboard@corvallis.k12.or.us. This will send your e-mail to all board members at one time. Others who will receive emails sent to this address: superintendent, assistant superintendent/student services director, human resources director, finance and operations director, and executive assistant to the superintendent and board of directors.

III. Telephone Communication

Citizens also may contact board members by telephone:

Judy Ball	541-758-1671 or 240-997-1222
Lisa Corrigan	541-758-7442
Bill Kemper	541-754-0943 or 541-740-0728
Chris Rochester	541-224-1880
Vincent Adams	541-738-4324 or 541-240-4055
Tom Sauret	541-758-2244
Anne Schuster	541-752-1060 or 541-207-8021

Corvallis
SCHOOL DISTRICT

XI. CONSOLIDATED ACTION

XI.A. Licensed Personnel Recommendations

Corvallis School District 509J
Board of Directors

BOARD MEETING DATE: September 22, 2014 **FOR-ACTION**

SUBJECT: Licensed Personnel Action

---

1. Issue: Information on licensed personnel recommendations

   a. Recommendation to Hire:
   Michael Baker: Fourth Grade Teacher, 1.0 FTE, Hoover Elementary School, effective August 27, 2014 (Probationary).

   Kelli Boom: Family and Consumer Studies/Health/Physical Education Teacher, 0.75 FTE, Corvallis High School, effective August 27, 2014 (Temporary).

   Casi Carpenter: Kindergarten Teacher, 0.50 FTE, Hoover Elementary School, effective August 27, 2014 (Temporary).

   Alicia Faulkner: Bilingual Kindergarten Teacher, 1.0 FTE, Garfield Elementary School, effective August 27, 2014 (Temporary).

   Isabel Garcia Canovas: Bilingual Third Grade Teacher, 1.0 FTE, Lincoln Elementary School, effective September 15, 2014 (Temporary).

   Shirley Irwin: Special Education Teacher, 0.25 FTE, Muddy Creek Charter School, effective September 15, 2014 (Temporary).

   Sherry Kocher: Speech Language Pathologist, 1.0 FTE, District Office, effective September 1, 2014 (Temporary).

   Susana Kummerow: Special Education Teacher, 0.50 FTE, Garfield Elementary School, effective September 16, 2014 (Temporary).

   Lynn Nichols: Intervention Specialist, 0.50 FTE, Garfield Elementary School, effective August 27, 2014 (Temporary).

   Elizabeth Phillips: Music Teacher, 0.10 FTE, Adams Elementary School, effective September 3, 2014 (Temporary).

   Anne Renaud: Fourth Grade Teacher, 1.0 FTE, Adams Elementary School, effective August 27, 2014 (Temporary).

Caroline Sherry: Intervention Specialist, 0.50 FTE, Garfield Elementary School, effective August 27, 2014 (Temporary).

Raychel Thomas: First Grade Teacher, 1.0 FTE, Jefferson Elementary School, effective August 27, 2014 (Temporary).

Amanda Tucksen: Kindergarten Teacher, 1.0 FTE, Adams Elementary School, effective August 27, 2014 (Temporary).

Kelly Wollemann: Kindergarten Teacher, 1.0 FTE, Mt. View Elementary School, effective August 27, 2014 (Probationary).

b. Termination/Resignation/Layoff:
Denise Gorthy: Elementary Principal, 1.0 FTE, Wilson Elementary School, effective December 31, 2014 (Retirement).

Sherry Kocher: Speech Language Pathologist, 1.0 FTE, District Office, effective August 31, 2014 (Retirement).

ACTION REQUESTED: Approve recommendations.

CONTACT PERSON: Jennifer Duvall

Corvallis
SCHOOL DISTRICT

XI.B. Board Policy BBFA—Board Member Ethics and Conflicts of Interest—Revised—Second Reading

Corvallis School District 509J
Board of Directors

BOARD MEETING DATE: September 22, 2014 **FOR ACTION**

SUBJECT:
Board Policy BBFA—Board Member Ethics and Conflicts of Interest—Revised—Second Reading
Board Policy BBFB—Board Member Ethics and Nepotism—Revised—Second Reading
Board Policy GBC—Staff Ethics—Revised—Second Reading

Issue: HB 2079 had modified ORS 244.020 and 244.175 replacing the current definitions of "member of the household" and "relative" with a single new definition of "relative" for purposes of the government ethics law. Effective January 1, 2014.

Recently the Oregon School Boards Association received further clarification concerning the definition of "a member of household" from the Oregon Government Ethics Commission and has updated these policies with minor edits.

Options Considered: Not revising the policies.

Involvement: District office staff

Consequences: Policies will be out of compliance with Oregon law.

Cost Impact: None

Action Requested: Adopting the revised policies.

CONTACT PERSON(S): Kevin Bogatin, Kerry Richey

CORVALLIS SCHOOL DISTRICT 509J

Code: BBFA
Adopted: 8/96
Revised/Readopted: 1/11/99, 8/19/02, 5/7/07 8/18/08, 3/9/09, 9/13/10 1/13/14

Board Member Ethics and Conflicts of Interest

No Board member will use his/her official position or office to obtain personal financial benefit or to avoid financial detriment for him or herself, relatives, or household members, or for any business with which the Board member, ~~or a~~ relative, or a household member is associated.

This prohibition does not apply to any part of an official compensation package, 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 annual $50 gift limit from one who has a legislative or administrative interest in any matter subject to the decision or vote of the Board member. District-provided meals at board meetings are acceptable under the reimbursement of expenses exception.

Conflicts of Interest

"Business" means any corporation, partnership, proprietorship, enterprise, association, franchise, firm, organization, self-employed individual, or any legal entity operated for economic gain. This definition excludes any income-producing tax exempt 501(c) not-for-profit corporation with which a public official or a relative of the public official is associated only as a member or board director or in a nonremunerative capacity.

"Business with which a Board member or relative is associated" means any private business or closely held corporation of which a Board member or relative is a director, officer, owner, employee, or agent or any private business or closely held corporation in which a Board member or relative owns or has owned stock, another form of equity interest, stock options or debt instruments worth $1,000 or more at any point in the preceding year; any publicly held corporation in which a Board member or relative owns or has owned $100,000 or more in stock or another form of equity interest, stock options or debt instruments at any point in the preceding calendar year; or any publicly held corporation of which a Board member or relative is a director or officer.

"Relative" means:

1. The Board member's or candidate's spouse[1], parent, step-parent, child, sibling, step-sibling, son-in-law, or daughter-in-law;

[1]The term spouse includes domestic partners.

2. The spouse of the Board member's or candidate's parent, step-parent, child, sibling, step-sibling, son-in-law, or daughter-in-law.

"Member of the household" means any person who resides with the Board member.

No Board member will solicit or receive, either directly or indirectly, any pledge or promise of future employment based on any understanding that the Board member's vote, official action or judgment would be thereby influenced.

No Board member will attempt to use or use for personal gain any confidential information gained through his/her official position or association with the district. A Board member will respect individuals' privacy rights when dealing with confidential information gained through association with the district.

If a Board member participates in the authorization of a public contract, the Board member may not have a direct beneficial financial interest in that public contract for two years after the date the contract was authorized.

Individual Board members and the Board as a public entity are bound by the Code of Ethics for public officials as stated in Oregon law.

Potential Conflict of Interest

"Potential conflict of interest" means any action or any decision or recommendation by a Board member that could result in a financial benefit or detriment for self or relatives or for a business with which the Board member or relatives are associated, unless otherwise provided by law.

A Board member must publicly declare a potential conflict of interest. A Board member may, after declaring his/her potential conflict of interest, either vote or abstain on the issue. Abstaining from a vote does not meet the legal requirement of publicly stating a potential conflict.

Actual Conflict of Interest

"Actual conflict of interest" means any action or any decision or recommendation taken by a Board member that would result in a financial benefit or detriment to self or relatives or for any business with which the Board member or relatives are associated, unless otherwise provided by law.

A Board member must publicly declare an actual conflict of interest. The Board member may not vote lawfully if an actual conflict of interest exists unless a vote is needed to meet a minimum requirement of votes to take official action. Such a vote does not allow the Board member to participate in any discussion or debate on the issue out of which an actual conflict arises.

Class Exception

It will not be a conflict of interest if the Board member's action would affect to the same degree a class consisting of all inhabitants of the state, or a smaller class consisting of an industry, occupation or other group including one of which or in which the person, or the person's relative or business with which the person or the person's relative is associated, is a member or is engaged. For example, if a Board member's spouse is a member of the collective bargaining unit, the Board member may vote to approve the contract, as it will affect all members of that class to the same degree. However, if the collective bargaining unit is very small, the class exception may not apply. Similarly, if the contract contains special provisions that might apply only to particular persons, then the class exception may not apply. For example, if a Board member's spouse is the only one in the bargaining unit that has a doctorate and there is a pay differential for employees with doctorates in the collective bargaining agreement, the Board member should not vote on the contract.

Gifts

Board members are public officials and therefore will not solicit or accept a gift or gifts with an aggregate value in excess of $50 in a calendar year 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 Board member. All gift related provisions apply to the Board member, ~~and~~ their relatives, and members of their household. The $50 gift limit applies separately to the Board member and to the Board member's relatives or members of the household, meaning that the Board member, ~~and their~~ relative, and each member of their household can accept up to $50 each from the same source/gift giver.

"Gift" means something of economic value given to a Board member without valuable consideration of equivalent value, which is not extended to others who are not public officials on the same terms and conditions.

Determining the Source of Gifts

Board members should not accept gifts in any amount without obtaining information from the gift giver as to who is the source of the gift. It is the Board member'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 Board member. If the giver does not have a legislative/administrative interest, the ethics rules on gifts do not apply and the Board member 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 decision or vote of a person acting in the capacity of a Board member. For example, everyone within a county has a general interest in the fire

department, but the person who sells the uniforms to the fire department has a legislative/ administrative interest in the fire department that is distinct from the general public.

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 Board member 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 Board member'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 Board member is $25. This example requires that the Board member 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 Board member'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 Board member.

3. Upon request by the Board member, 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

Board members 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

Board members may not solicit or accept any gifts of entertainment over $50 in value in a calendar year 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 Board member 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 Board member is acting in their official capacity for a ceremonial purpose.

   Entertainment is ceremonial when a Board member appears at an entertainment event for a "ceremonial purpose" at the invitation of the source of the entertainment who requests the presence of the Board member at a special occasion associated with the entertainment. Examples of an appearance by a Board member 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.

1. Campaign contributions are not considered gifts under the ethics rules.

2. Gifts from "relatives" and "members of the household" are permitted in an unlimited amount; they are not considered gifts under the ethics rules.

3. Informational or program material, publications, or subscriptions related to the recipient's performance of official duties.

4. Contributions made to a legal expense trust fund if certain requirements are met.

5. Food, lodging, and travel generally count toward the $50 aggregate amount per year from a single source with a legislative/administrative interest, with the following exceptions:

   a. Organized Planned Events. Board members are permitted to accept payment for travel conducted in the Board member'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 Board member is scheduled to deliver a speech, make a presentation, participate on a panel, or represent the district; AND the giver is a unit of:

i) A Federal, state, or local government;
ii) An Oregon or federally recognized Native American Tribe; OR
iii) Non-profit corporation.

(b) The Board member 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 Board.*

(2) The purpose of this exception is to allow Board members 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.

6. Food or beverage, consumed at a reception, meal, or meeting IF held by an organization and IF the Board member is representing the district. Again, this exception does not authorize private meals where the participants engage in discussion.

"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.

7. Food or beverage consumed by Board member acting in an official capacity in the course of financial transactions between the public body and another entity described in ORS 244.020(6)(b)(I)(i).

8. Waiver or discount of registration expenses or materials provided to Board member at a continuing education event that the Board member may attend to satisfy a professional licensing requirement.

9. A gift received by the Board member as part of the usual or customary practice of the Board member's private business, employment, or position as a volunteer that bears no relationship to the Board member's holding of public office.

Honoraria

A Board member may not solicit or receive, whether directly or indirectly, honoraria for the Board member or any relative or member of the household of the Board member if the honoraria are solicited or received in connection with the official duties of the Board member.

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 Board member or candidate.

END OF POLICY

Legal Reference(s):

ORS 162.015 to 162.035
ORS 162.405 to 162.425
ORS 244.010 to 244.400
ORS 332.055
OAR 199-005-0003 to 199-020-0020

38 OR. ATTY. GEN. OP. 1995 (1978)
OR. ETHICS COMM'N, OR. GOV'T ETHICS LAW, A GUIDE FOR PUBLIC OFFICIALS ~~(2008)~~.

Corvallis
SCHOOL DISTRICT

XI.C. Board Policy BBFB—Board Member Ethics and Nepotism—Revised—Second Reading

CORVALLIS SCHOOL DISTRICT 509J

Code: BBFB
Adopted: 3/9/09
Revised/Readopted: 1/13/14

Board Member Ethics and Nepotism

In order to avoid both potential and actual conflicts of interests, Board members will abide by the following rules when a Board member's relative or member of the household is seeking and/or holds a position with the district:

1. A Board member may not appoint, employ, promote, discharge, fire, or demote or advocate for such an employment decision for a relative or member of the household, unless the Board member complies with the conflict of interest requirements of ORS Chapter 244;

2. This policy does not apply to decisions regarding unpaid volunteer positions unless it is a Board member position or another Board-related unpaid volunteer position (i.e. a Board committee position);

3. A Board member 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 member of the household. A Board member may still serve as a reference or provide a recommendation.

For the purposes of this policy, a "member of the household" means any person who resides with the Board member and "relative" means:

1. The Board member's spouse[1], parent, step-parent, child, sibling, step-sibling, son-in -law, or daughter-in-law;

2. The spouse of the Board member's parent, step-parent, child, sibling, step-sibling, son-in-law, or daughter-in-law.

Class Exception

It will not be a conflict of interest if the Board member's action would affect to the same degree a class including the Board member's relative or household member. For example, if a Board member's spouse is a member of the collective bargaining unit, the Board member may vote to approve the contract, as it will affect all members of that class to the same degree.

END OF POLICY

Legal Reference(s):
ORS 244.010 to-244.400 ORS 659A.309 OAR 199-005-0003 to-199-020-0020
OR. ETHICS COMM'N, OR. GOV'T ETHICS LAW, A GUIDE FOR PUBLIC OFFICIALS

[1]The term spouse includes domestic partners.

Corvallis
SCHOOL DISTRICT

XI.D. Board Policy GBC—Staff Ethics—Revised—Second Reading

CORVALLIS SCHOOL DISTRICT 509J

Code: **GBC**
Adopted: **7/89**
Revised/Readopted: **7/91, 3/8/99, 6/23/08 3/9/09, 9/13/10**
Original Codes: **3520, 4620**

STAFF ETHICS

Conflict of Interest

No district employee will use his/her district position to obtain personal financial benefit or avoidance of financial detriment or financial gain or avoidance of financial detriment for relatives, household members, or for any business with which the employee, household member, or relative is associated.

This prohibition does not apply to any part of an official compensation package, 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 decision or vote of the district employee.

District employees will not engage in, or have a financial interest in, any activity that raises a reasonable question of conflict of interest with their duties and responsibilities as staff members. This means that:

1. Employees will not use 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 he/she needs 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 an employee has a potential or actual conflict of interest, the employee must notify his/her supervisor in writing of the nature of the conflict and request that the supervisor dispose of the matter giving rise to the conflict.

In order to avoid both potential and actual conflicts of interests, district employees must abide by the following rules when an employee's relative or member of the household 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 complies with the conflict of interest requirements of 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. Employees who are members of the same family may not be assigned to work in the same building except by the superintendent's approval.

In the *conflict of interest context*, a "member of the household" means any person who resides with the employee and "relative" means:

1. The employee's spouse[1], parent, step-parent, child, sibling, step-sibling, son-in-law, or daughter in law;

2. The spouse of the employee's parent, step-parent, child, sibling, step-sibling, son-in-law, or daughter-in-law. ~~Any children of the employee, or his/her spouse; and~~

~~3. Brothers, sisters, half-brothers, half-sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, mothers-in-law, fathers-in-law, aunts, uncles, nieces, nephews, stepparents, stepchildren, or parents of the employee, or his/her spouse.~~

[1]The term spouse includes domestic partners.

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 in a calendar year from any single source ~~in a calendar year~~ that has a legislative or administrative interest in any matter subject to 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.

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:

   a. The employee's spouse[2], parent, step-parent, child, sibling, step-sibling, son-in-law, or daughter in law;

   b. The spouse of the employee's parent, step-parent, child, sibling, step-sibling, son-in-law, or daughter-in-law.

   ~~*in the gift context* means the spouse of the employee; any children of the employee or of the employee's spouse; siblings, spouses of siblings, or parents of the employee or of the employee's spouse; any individual for whom the employee has a legal support obligation; or any individual for whom the employee provides benefits arising from the employee's public employment or from whom the employee receives benefits arising from that individual's employment.~~

3. "Member of the household" means any person who resides with the employee.

Determining the Source of Gifts

Employees should not accept gifts in any amount without obtaining information from the gift giver as to who is the source of the 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 decision or vote of the district employee. If the giver does not have a legislative/administrative interest, the 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.

[2]The term spouse includes domestic partners.

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

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 accept any gifts of entertainment over $50 in value in a calendar year from any single source ~~in a calendar year~~ that has a legislative or administrative interest in any matter subject to decision or vote of the district 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" 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/administrative interest.
   ~~with the following exceptions for organized planned events.~~
   ~~a. Organized Planned Events.~~

   Employees are permitted to accept payment for travel conducted in the employee's official capacity for organized planned events, for certain limited purposes:

a. 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:

(1) The employee is scheduled to deliver a speech, make a presentation, participate on a panel, or represent the district; AND the giver is a unit of a:

i) Federal, state, or local government;
ii) An Oregon or federally recognized Native American Tribe; OR
iii) Non-profit corporation.

(2) 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.

b. The purpose of this exception 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 employee acting in an official capacity in the course of financial transactions between the public body and another entity described in ORS 244.020(5)(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. Reasonable expenses paid to an 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 relative, or any 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 to-244.400
~~ORS 260.005~~
~~ORS 294.311~~
~~ORS 294.336~~
ORS 332.016
ORS 659A.309
OAR 199-005-0003 to-199-020-0020
OAR 584-020-0040

Or. Ethics Comm'n, Or. Gov't Ethics Law, A Guide for Public Officials (2008).

Cross Reference(s)

Policy GCQA/GDQA—Nonschool Employment

Corvallis
SCHOOL DISTRICT

XI.E. Board Policy INDB—Flag Displays and Salutes—Revision—Second Reading

Corvallis School District 509J
Board of Directors

BOARD MEETING DATE: September 22, 2014 **FOR ACTION**

SUBJECT: Board Policy INDB—Flag Displays and Salutes—Revision—First Reading

---

Issue: HB 3024 requires districts to procure and display a United States flag and an Oregon State flag upon or near each school building, and obtain and display a United States flag in each classroom. The Oregon School Board reviewed this policy and made recommended language modifications.

Options Considered: Not revising the policy.

Involvement: District office staff.

Consequences: Policy will remain outdated.

Cost Impact: Minimal.

Action Requested: Adopting the revised policy.

CONTACT PERSON(S): Kevin Bogatin, Kerry Richey

CORVALLIS SCHOOL DISTRICT 509J

Code: INDB
Adopted: 12/6/99
Revised/Readopted: 6/26/06

FLAG DISPLAYS AND SALUTES

A United States flag and an Oregon flag shall be displayed on or near each school building under the control of the Board or used by the district, during school hours, except in unsuitable weather and at any other time ~~such other times~~ as the Board deems proper.

The district shall obtain and display a United States flag of an appropriate size for each classroom.

Students shall receive instruction in respect for the national flag, and be provided an opportunity to salute the United States flag at least once each week by reciting *The Pledge of Allegiance*.

A flag salute may be implemented at assemblies, before or after school, at lunch, special events, home room class, athletic contests, or at other times deemed appropriate by the principal. Individual staff members and students who do not participate in the salute may stand or sit and must maintain a respectful silence during the salute.

END OF POLICY

Legal References:

ORS 336.067
ORS 339.875

W. Va. St. Bd. of Educ. v. Barnette, 319 U.S. 624 (1943).

Corvallis
SCHOOL DISTRICT

XI.F. Agreement With The Hello Foundation For Speech Language Pathologists for 2014-15

Corvallis School District 509J
Board of Directors

FOR ACTION

BOARD MEETING DATE: September 22, 2014

SUBJECT: Agreement with The Hello Foundation for Speech Language Pathologists for 2014-15

The district has been actively searching for qualified Speech Language Pathologist (SLP) candidates since June 2014. To this date there have been no applicants. This follows a shortage trend of SLPs regionally, statewide, and nationally.

Speech-Language services are part of IDEA and are written specifically into Individual Education Plans (IEPs) for qualifying students. Under current budgeted staffing the SLP to Student ratio is 1:72. While we have very competent and hard-working staff, 72 students is above Student Services' recommended teacher to student ratio. In response to this staffing shortage the district agreed to expand the hiring search process, from 1.0 to 2.0 FTE, which would lower the ratio to 1:60. The cost exceeding the budgeted 1.0 FTE vacant position will be covered through increased State School Fund (SSF) revenue and will be included in the Supplemental Budget Resolution scheduled to be presented to the Board in October, 2014.

Given the shortage of applicants the district called regional retired SLPs (no availability) and also began contacting agencies that provide contracted SLP services. The district contacted eight agencies with contract prices ranging from $71.50 to $80.00 per hour, plus travel expenses, and in some cases a "signing or buy-out" clause if we attempted to hire the employee directly. Some agencies were removed from consideration for lack of response to e-mail and phone calls, another agency was removed from consideration due to providing exclusively online services, and the rest were rejected due to the lack of Oregon-licensed candidates. Agencies made promises of rapid recruitment, however the district did not feel that given the time constraints and IDEA obligations we could wait for agencies to find qualified, licensed staff.

The Hello Foundation, based in Portland, Oregon came recommended by local Oregon school districts and their references described them as one of the best SLP contracting agencies in the country. We began conversations with them and while they provide onsite full-time SLP candidates to districts, there were no available personnel so late in the summer. The Hello Foundation also contracts with districts utilizing what is referred to as the "Hello There" model, in which an SLP comes to the district for a week and then provides online and phone therapy and conferencing for the remaining three weeks. Given our limited options the district engaged in further conversations and planning and has temporarily purchased 2.0 FTE SLPs to begin serving students in four district buildings. The estimated cost for nine months of service is $110,080 ($80/hour for 1376 hours of service) plus $5,160 in travel expenses for each SLP. Total costs for contracted SLP services for 2014-15 would be approximately $230,480.

Motion Requested: I move that staff be authorized to enter into an agreement with The Hello Foundation for services to be provided 2014-15 at a cost not to exceed $235,000.

Presenters: Kevin Bogatin, Assistant Superintendent

Steve Nielsen, Finance and Operations Director

THE HELLO FOUNDATION ENGAGEMENT AGREEMENT

Date: September 22, 2014 ("Effective Date")

Parties: Corvallis School District ("School District")
Attn: Kevin Bogatin
1555 SW 25th St.
Corvallis, OR 97333
The Hello Foundation, LLC ("Hello")
PO Box 623
Gladstone, OR 97027
503-228-2942
TAX ID: 20-3781348

R E C I T A L S:

A. Hello is in the business of providing speech-language pathology and occupational therapy services. School District desires to engage Hello to provide services to its staff and students.

A G R E E M E N T:

1. Services. Hello will provide speech-language pathology and/or occupational therapy services to School District and its staff and students. Such services may include evaluation and direct student services, program planning, IEP writing, and such other services as School District may request. Services may be performed by independent contractors engaged by Hello and approved by School District.

2. Licenses and Certification. All Hello personnel will possess all necessary licenses and certifications to provide the services to School District. All services will be performed at the highest professional standards.

3. Term. The School District has the option of contracting with Hello under the following two engagements:

(a) At-Will Engagement: By initialing At-Will Engagement, School District shall pay Hello the hourly rate of $90 per hour. At-Will Engagement is terminable by either party, with or without cause, by providing fourteen (14) days written notice to the other party. This rate applies to all short-term (less than one full school year) agreements.

Initial for At-Will Engagement_____

(b) **Yearly Engagement**: By initialing Yearly Engagement, the School District shall pay Hello the hourly rate of $80 per hour, per FTE. School District agrees to utilize Hello for a minimum of nine (9) months (service to follow school calendar), beginning September 2, 2014 and concluding June 12th, 2015. Yearly Engagement is not terminable except for Cause as set forth in the terms and conditions of this Agreement.

Initial for Yearly Engagement_____

\\Bdbk-file-p11.dmz.tasb.org\appsdata\BBookv3\data\1000829\50130248\data\Uploads\35950483.doc

Service

- **2.0 FTE of asha certified, Oregon licensed SLP services. Maximum 160 hours per month of on-site and off-site speech pathology services for each 1.0 FTE. Travel on-site will be approximately once per month but will be determined by SLP and building needs.**
- **District will have technology available for speech program (computer or laptop with skype capability and high speed internet access)**

4. Travel Expenses: **Travel expenses will be paid by the district at the federal per diem rate of $129.00.** It is anticipated that the SLP will stay 4 nights, once a month with each SLP performing 9-10 on site visits during the pendency of the Agreement.

5. Invoice and Payment. Hello will provide School District with an invoice outlining all of the services provided. School District agrees to pay for the services performed. Invoices are due upon receipt. School District agrees to pay interest at 1 ½% per month if the invoice is not paid within 30 days.

The Hello Foundation, LLC	**Corvallis SD**
By:_____	By:_____
Sharon Scheurer	Steve Nielsen
Its: Director of Operations	Its: Director of Finance and Operations

THIS ENGAGEMENT AGREEMENT IS SUBJECT TO THE ACCOMPANYING HELLO ENGAGEMENT TERMS AND CONDITIONS.

\\Bdbk-file-p11.dmz.tasb.org\appsdata\BBookv3\data\1000829\50130248\data\Uploads\35950483.doc

The Hello Foundation, LLC
Engagement Agreement Terms and Conditions

Independent Consultant. Hello's relationship to School District in performing this Engagement Agreement is that of an independent contractor. The personnel performing services under this Engagement Agreement shall be employees or independent contractors of Hello, and not employees of School District. Whether the personnel performing services are employees or independent contractors of Hello, hello shall be responsible for the proper performance of all services rendered, and Hello shall indemnify, defend, and hold harmless the School District for the negligence of all personnel supplied by Hello. Hello shall also be responsible for the proper payment of all salaries (including overtime) and fees to the personnel performing services, all withholding obligations, and any and all benefits, including but not limited to, workers compensation coverage.

Term. If the School District chooses the yearly engagement then the initial term of this Agreement is one year terminating on the date stated in Section 3(b) of the Agreement.

Authority. Hello and its officers, managers, employees, independent contractors and agents are hereby authorized to perform or caused to be performed all acts associated with providing services rendered hereunder. Hello shall be responsible for the actions of such persons in the performance of the services rendered hereunder.

Nonexclusive. During the term of this Agreement, Hello may provide services and products to other school districts and School District may obtain from other vendors services and products of the types offered by Hello.

Consequential Damages. Under no circumstances shall either party be responsible to the other for damages of a commercial nature such as, but not limited to, loss of profits or revenue, or cost of capital, whether or not such loss or damage is caused by the fault, breach of contract, or negligence of the party. However each party shall be responsible in accordance with Oregon common and statutory law for physical damage to property and for personal injury.

Termination for Cause under Yearly Engagement. Time is of the essence of this Engagement Agreement. For purposes of Yearly Engagements contemplated under this Agreement, "Cause" shall mean any failure to a party to properly perform any obligation contained in this agreement within 15 days after notice from the other party specifying the nature of the default or, if the default cannot be cured within 15 days, failure within such time to commence and pursue curative action with reasonable diligence. No notice of default and no opportunity to cure will be required if during the term hereof the wronged party has already sent two notices to the other party concerning default in the performance of the same duty. Cause shall also include, incompetence in the providing of services, repeated tardiness in attending (or failure to attend) meetings, a party's engaging in conduct or acts that are in violation of law in performance of duties hereunder, gross misconduct or gross negligence in relation to the performance of duties hereunder, a school district client of School District refusing to work with the person(s) supplied by Hello, failure of Hello-supplied personnel to have or maintain proper certification or licensure for the performance of services, and a general lack of professionalism by those providing professional services hereunder. The actions of an person for whom a party is responsible shall be considered the act of the party for these purposes.

Entire Agreement. This Engagement Agreement constitutes the entire agreement between the parties and it supersedes all prior and contemporaneous agreements, representations, and undertakings of the parties with respect to the subject matter of this Engagement Agreement.

Waiver. In the event that one party breaches this Engagement Agreement, the failure of the other party to enforce any right under this Engagement Agreement shall not be deemed a waiver of any right hereunder. The rights and remedies of the parties as set forth in this Engagement Agreement are not exclusive and are in addition to any rights and remedies provided by law. No waiver of any provision of this Engagement Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making a waiver.

Severability. Should any provision of this Engagement Agreement be held void or unenforceable, the remaining provisions shall remain in full force and effect, to be read and construed as if the void or unenforceable provisions were originally deleted.

Attorney fees. If any dispute, default, suit or action arises from or in connection with this Agreement or bills due under this Agreement, the prevailing party shall be entitled to recover all reasonable attorney fees, costs and expenses incurred, including without limitation, any at trial, on appeal, or in an arbitration or bankruptcy proceeding.

Venue. This Engagement Agreement is deemed to be made under and shall be governed by and construed and enforced in accordance with the laws of the State of Oregon, an any action, whether a court trial or arbitration, shall be commenced and tried in Umatilla County, Oregon.

Ownership. Unless otherwise stated in writing, all trade secrets belonging to Hello, whether or not provided to School District during performance of services hereunder, shall remain with and shall be the sole property of Hello. All rights, copyrights, title to, and interest in such material

\\Bdbk-file-p11.dmz.tasb.org\appsdata\BBookv3\data\1000829\50130248\data\Uploads\35950483.doc

will remain solely with Hello. All work performed for School District including but not limited to, work notes, chart notes, reports, test results and scoring sheets, correspondence, etc, shall be provided to School District as it is developed, though Hello may keep copies in support of services to be performed hereunder.

Confidentiality: During your association with the school district, Hello may have access to confidential and sensitive information regarding a child, family, or staff member. This information cannot be shared with persons outside the school district. Student information in our schools is governed by the Family Educational Rights and Privacy Act (FERPA) and other applicable laws including state laws. These laws prohibit information from a student's educational record being released without prior written parent permission.

Insurance: Hello shall maintain professional, general liability, and automobile insurance, each in an amount not less than $1 million per occurrence, and shall provide certifications of such coverage to School District upon its request.
In addition the Commercial General Liability policy must not specifically exclude coverage for sexual abuse and molestation. If sexual abuse and molestation coverage is excluded under the policy, evidence of separate sexual abuse and molestation coverage of not less than $500,000 per occurrence/ $1,000,000 aggregate each claim, incident or occurrence must be provided to the District in the form of an insurance certificate, and must be approved by the District prior to execution of this agreement.

Corvallis
SCHOOL DISTRICT

XII. CONSOLIDATED INFORMATION

XII.A. Non-Licensed Personnel Information

Corvallis School District 509J
Board of Directors

BOARD MEETING DATE: September 22, 2014 **FOR INFORMATION ONLY**

SUBJECT: Non-licensed Personnel Information

---

1. Issue: Information on non-licensed-personnel

    a. Recommendation to Hire:
    Terri Atkinson: Educational Assistant 2, 6.5 hrs, Crescent Valley High School, effective August 27, 2014 (Limited Term).

    Melissa Bernstein: Educational Assistant 2, 3 hrs, Crescent Valley High School, effective September 8, 2014 (Probationary).

    Erin Conner: Educational Assistant 2/Lifeskills, 7 hrs, Corvallis High School, effective September 11, 2014 (Probationary).

    Benjamin Deardurff: Technology Computer Lab Assistant 2/Administrative Assistant 1, 5 hrs, Wilson Elementary School, effective August 27, 2014 (Probationary).

    Caroline Flamez: Food Service Assistant, 1.75 hrs, Crescent Valley High School, effective August 26, 2014 (Probationary).

    Matt Francis: Food Service Assistant, 6 hrs, Cheldelin Middle School and Central Kitchen, effective August 26, 2014 (Probationary).

    Kyle Higgins: Technology Computer Lab Assistant 2, 6.5 hrs, Corvallis High School, effective August 27, 2014 (Probationary).

    Nicholas Jones: Educational Assistant 2/Lifeskills, 7 hrs, Corvallis High School, effective August 27, 2014 (Probationary).

    Susan Kearns: Educational Assistant 2, 7.5 hrs, Crescent Valley High School, effective August 27, 2014 (Probationary).

    Debra Kuo: Educational Assistant 2, 4.5 hrs, Jefferson Elementary School, effective September 18, 2014 (Limited Term).

    Edward McCann: Educational Assistant 2/Bilingual and Library Media Assistant 2, 4 hrs, Garfield Elementary School, effective August 27, 2014 (Probationary).

    Kristen McKee: Educational Assistant 2/LRC, 4 hrs, Crescent Valley High School, effective August 27, 2014 (Probationary).

Ashley Paige: Educational Assistant 2, 4 hrs, Cheldelin Middle School, effective September 18, 2014 (Limited Term).

Barbara Perry: Food Service Specialist/Food Service Assistant, 6.25 hrs, Adams Elementary School and Central Kitchen, effective August 26, 2014 (Probationary).

Sarah Peterson: Food Service Assistant, 5.25 hrs, Linus Pauling Middle School, effective August 26, 2014 (Probationary).

Liana Ruiz: Educational Assistant 2, 5 hrs, Wilson Elementary School, effective August 27, 2014 (Probationary).

Steven Simpson: Educational Assistant 2, 5.5 hrs, Linus Pauling Middle School, effective August 27, 2014 (Probationary).

Christine Stillger: Library Media Assistant 1, 3.5 hrs, Corvallis High School, effective September 2, 2014 (Probationary).

Luann Vitello: Educational Assistant 2, 3.5 hrs, Wilson Elementary School, effective August 27, 2014 (Probationary).

Brock Wild: Educational Assistant 2/LRC, 6.5 hrs, Crescent Valley High School, effective August 27, 2014 (Probationary).

Jonathan Wolfe: Educational Assistant 2/Bilingual and Technology Computer Lab Assistant 2, 6 hrs, Garfield Elementary School, effective September 2, 2014 (Probationary).

b. Termination/Resignation/Layoff/Retirement:

Shari Blain: Educational Assistant 2/Lifeskills, 7 hrs, Corvallis High School, effective August 25, 2014 (Resignation).

Scott Fischer: Warehouse Delivery, 7.5 hrs, District Office, effective September 30, 2014 (Retirement).

Lewis Fitzgerald: Lead Baker, 8 hrs, Central Kitchen, effective September 2, 2014 (Resignation).

Timberlee Harris: Food Service Specialist/Food Service Assistant, 6.25 hrs, Adams Elementary School and Central Kitchen, effective August 20, 2014 (Resignation).

Julie Joaquin: Food Service Assistant, 1.75 hrs, Crescent Valley High School, effective August 19, 2014 (Resignation).

Jennifer Kelley: Administrative Assistant 1, 3 hrs, Linus Pauling Middle School, effective September 26, 2014 (Resignation).

Susana Kummerow: Educational Assistant 2/Administrative Assistant 1, 6.5 hrs, Garfield Elementary School, effective September 15, 2014 (Resignation).

Robert Parrott: Educational Assistant 2/Lifeskills, 7 hrs, Linus Pauling Middle School, effective September 30, 2014 (Resignation).

Evan Riley: Food Service Assistant, 4 hrs, Linus Pauling Middle School, effective August 26, 2014 (Resignation).

Cynthia Schwanke: Food Service Assistant, 4.75 hrs, Linus Pauling Middle School, effective August 15, 2014 (Resignation).

c. Voluntary Reduction:
Angela Barton: Food Service Assistant, 4 hrs, Crescent Valley High School; voluntary reduction to 2 hrs, effective August 27, 2014.

CONTACT PERSON: Jennifer Duvall

Corvallis School District 509J
Board of Directors

Corvallis
SCHOOL DISTRICT

XII.B. Board Policy KBA—Public Records—Revised—First Reading

Corvallis School District 509J
Board of Directors

BOARD MEETING DATE: September 22, 2014 **FOR INFORMATION**

SUBJECT:
Board Policy KBA—Public Records—Revised—First Reading
Administrative Regulation KBA-AR—Public Records—Revised—For Information

---

Issue: Electronic e-mail addresses in possession or custody of a school district are exempt from required disclosure under public records law. This exemption does not apply to electronic mail addresses assigned by the district to district employees for use in ordinary course of employment. Additional language was added regarding fees to be charged that will reasonably reimburse the district for the actual cost of providing copies of public records.

Options Considered: Not revising the policy and administrative regulation.

Involvement: District office staff.

Consequences: Current policy and administrative regulation will remain outdated.

Cost Impact: None

CONTACT PERSON(S): Kevin Bogatin, Julie Catala, Kerry Richey

CORVALLIS SCHOOL DISTRICT 509J

Code: KBA
Adopted: 4/12/99
Revised/Readopted: 11/7/05, 12/10/07, 1/10/11 1/9/12

Public Records**

"Public Record" means any information that is:

1. Prepared, owned, used, or retained by the district;

2. Related to an activity, transaction, or function of the district; and

3. Necessary to satisfy the fiscal, legal, administrative, or historical policies, requirements, or needs of the district.

Public record does not include messages on voice mail or on other telephone message storage and retrieval systems or spoken communication that is not recorded.

Board meetings and records will be matters of public information subject to such restrictions as are set by federal law or regulation, by state statute, or by pertinent court rulings.

The Board's official minutes, its written policies, and its financial records will be available at the superintendent's office for inspection by any citizen desiring to examine them during hours when the superintendent's office is open. All such information will be made available to individuals with disabilities in an appropriate format upon request and with appropriate advance notice. Auxiliary aids and services available to ensure equally effective communications to qualified persons with disabilities may include large print, Braille, audio recordings, readers, assistance in locating materials, or other equally effective accommodations.

The Board supports the right of the people to know about programs and services of their schools and will make every effort to disseminate information. Each principal is authorized to use all means available to keep parents and others of his/her particular school's community informed about the school's program and activities.

No records will be released for inspection by the public or any unauthorized persons—either by the superintendent or any other person designated as custodian for district records—if such disclosure would be contrary to the public interest, as described in state law.

If a copy of a record is requested, the district will provide a single certified copy. If a request to inspect a record is made and the public record is maintained in a machine readable or electronic form, the custodian shall provide the record in the form requested, if available.

If not available in the form requested, it will be provided in the form the public record is maintained. If a person who is a party to a civil judicial proceeding to which the district is a party or who has filed notice under ORS 30.275(5)(a), asks to inspect or to receive a copy of a public record that the person knows relates to the proceeding or notice, the individual must submit the request in writing to the designated custodian of district records and at the same time to the district's attorney.

Employee and volunteer addresses, electronic mail addresses (other than district electronic mail addresses assigned by the district to district employees), social security numbers, dates of birth, and telephone numbers contained in personnel records maintained by the district are exempt from public disclosure pursuant to ORS 192.445 and ORS 192.502(3). Such information may be released only upon the written request of the employee or volunteer or as otherwise provided by law. This exemption does not apply to a substitute teacher, as defined in ORS 342.815, when requested by a professional education association of which the substitute teacher may be a member. District electronic mail addresses assigned by the district to district employees are not exempt. Additionally, the district will not disclose the identification badge or card of an employee without the employee's written consent if the badge or card contains the employee's photograph and the badge or card was prepared solely for internal use by the district to identify district employees. A duplicate of the photograph used on the badge or card shall not be disclosed.

Upon receipt of a request, the district will respond as soon as practicable and without reasonable delay. The response must acknowledge the receipt of the request and one of the following:

1. A statement that the district does not possess, or is not the custodian of, the public record.

2. Copies of all requested public records for which the district does not claim an exemption from disclosure under ORS 192.410 to 192.505.

3. A statement that the district is the custodian of at least some of the requested public records, an estimate of the time the district requires before the public records may be inspected or copies of the records will be provided, and an estimate of the fees that the requester must pay as a condition of receiving the public records.

4. A statement that the district is the custodian of at least some of the requested public records and that an estimate of the time and fees for disclosure of the public records will be provided by the district within a reasonable time.

5. A statement that the district is uncertain whether the district possesses the public record and that the district will search for the record and make an appropriate response as soon as practicable.

6. A statement that state or federal law prohibits the district from acknowledging whether the record exists or that acknowledging whether the record exists would result in the loss of federal benefits or other sanction. A statement under this paragraph must include a citation to the state or federal law relied upon by the district.

The district may request additional information or clarification from the requester for the purpose of expediting the district's response to the request.

~~The Board reserves the right to establish a fee schedule which~~
Fees will be charged that will reasonably reimburse the district for the actual cost of making copies of public records for the public. There will be no additional charge for auxiliary aids and services provided for qualified persons with disabilities.

Requests for copies of documents shall be in writing and will be presented to the superintendent's office.

The district shall retain and maintain its public records in accordance with OAR 166, Division 400.

END OF POLICY

Legal Reference(s):

ORS Chapter 192
OAR 137-004-0800(1)
OAR 166-400

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).
OR. DEP'T OF JUSTICE, OR. ATT'Y GENERAL'S PUBLIC RECORD AND MEETINGS MANUAL.
Americans with Disabilities Act Amendments Act of 2008.

Corvallis
SCHOOL DISTRICT

XII.C. Administrative Regulation KBA-AR—Public Records—Revised—For Information

CORVALLIS SCHOOL DISTRICT 509J

Code: KBA-AR
Adopted: 4/12/99
Revised/Readopted: 12/13/10

PUBLIC RECORDS

In compliance with Oregon law the following guidelines apply to the dissemination, inspection, and examination of the public records of the district:

1. All requests for information must be made through the superintendent's office located at 1555 SW 35th Street, Corvallis, Oregon, 97333;

2. Requests for information concerning sensitive, technical, or emotional issues may be required to be submitted in writing and the district will respond in writing within a time frame consistent with the request. Reasonable accommodations will be provided for persons with disabilities upon request and with appropriate advance notice;

3. Where the labor effort exceeds 30 minutes, fees will be charged that will reasonably reimburse the district for the actual cost of providing copies of public records. ~~labor, material, and out-of-pocket charges will be reimbursed to the district.~~ Labor and benefits will be calculated at the hourly rate of the employee affected. ~~Materials and out-of-pocket charges will be reimbursed at the established rate of $0.25 per page.~~ Auxiliary aids and services for qualified persons with disabilities will be available at no additional charge;

4. The district reserves the right to restrict the inspection of some public records to the district's facilities;

5. Information will be made available to individuals with disabilities in an appropriate format upon request and advance notice. Auxiliary aids and services available to qualified persons with disabilities may include large print, Braille, audio recordings, readers, assistance in locating materials or other equally effective accommodations.

Corvallis
SCHOOL DISTRICT

XII.D. Board Policy EBCB—Emergency Drills—Revised—First Reading

Corvallis School District 509J
Board of Directors

BOARD MEETING DATE: September 22, 2014 **FOR INFORMATION**

SUBJECT: Board Policy EBCB—Emergency Drills—Revised—First Reading

---

Issue: The law now requires drills and instruction on "safety threats" in addition to the emergency drills schools are required to conduct; at least two safety threat drills are required each school year. We have also updated the policy to change "duck, cover, and hold" to "drop, cover, and hold on."

Options Considered: Not revising the policy.

Involvement: District office staff.

Consequences: Policy will remain outdated.

Cost Impact: None.

CONTACT PERSON(S): Steve Nielsen, Karen Selander, Kerry Richey

CORVALLIS SCHOOL DISTRICT 509J

Code: EBCB
Adopted: 7/92
Revised/Readopted: 3/10/97, 1/11/99, 6/18/12
Original Code: 9250

Emergency Drills

Each building will conduct emergency drills in accordance with the provisions of Oregon Revised Statutes. 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, and safety threats.

Drills for students and instruction on fires, earthquakes, and safety threats shall be conducted for at least 30 minutes each school month. Fire drills will be conducted monthly and at least two drills on earthquakes and two drills on safety threats shall be conducted each year.

Fire Emergencies

Drills and instructions on fire emergencies shall include routes and methods of exiting the school building.

Earthquake Emergencies

Drills and instruction for earthquake emergencies shall include the earthquake emergency response procedure of "drop, cover, and hold on" during the earthquake.

~~methods of "duck, cover, and hold" during the earthquake. Drills and instruction on fire emergencies shall include routes and methods of exiting the school building.~~
~~Each school will conduct fire drills monthly and earthquake drills at least twice per year. Instruction on fire and earthquake dangers and on drill procedures for students shall be conducted for at least 30 minutes each school month.~~

Safety Threats

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

Local units of government and state agencies associated with emergency procedures training and planning shall review the emergency procedures.

Employees are under the direction of their supervisors.

END OF POLICY

Legal Reference(s):
ORS 336.071
ORS 479.140
~~OAR 437-002-0180 to -0182~~
OAR 581-022-1420

Cross Reference(s):
Policy EBCD—Emergency Closures
Policy GBE—Staff Health and Safety

Corvallis
SCHOOL DISTRICT

XII.E. Board Policy GBN/JBA—Sexual Harassment—Revised—First Reading

Corvallis School District 509J
Board of Directors

BOARD MEETING DATE: September 22, 2014 **FOR INFORMATION**

SUBJECT:
Board Policy GBN/JBA—Sexual Harassment—Revised—First Reading
Board Policy JBA/GBN—Sexual Harassment—Revised—First Reading
Board Policy GBNA—Hazing/Harassment/Intimidation/Menacing/Bullying/Cyberbullying
Administrative Regulation GBNA-AR—Hazing/Harassment/Intimidation/Menacing/Bullying/ Cyberbullying

---

Issue: The recommended change to board policies GBN/JBA (and JBA/GBN)—Sexual Harassment is to clarify the standard for measuring the impact of off-duty conduct. The recommended changes to policy GBNA—Hazing/Harassment/Intimidation/Menacing/ Bullying/Cyberbullying—Staff is to clarify the recipients of prohibited conduct. The change to administrative regulation GBNA-AR—Hazing/Harassment/Intimidation/Menacing/Bullying/ Cyberbullying—Staff is to clarify the potential impacts of the prohibited contact.

Options Considered: Not revising the policies.

Involvement: District office staff.

Consequences: Policies will remain outdated.

Cost Impact: None

CONTACT PERSON(S): Kevin Bogatin, Jennifer Duvall, Kerry Richey

CORVALLIS SCHOOL DISTRICT 509J

Code: GBN/JBA
Adopted: 6/28/99
Revised/Readopted: 11/4/02, 5/7/12

Sexual Harassment

Sexual harassment is prohibited and shall not be tolerated in the district. This includes sexual harassment of students, ~~or~~ 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.

Sexual harassment of students and staff shall include, but not be limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to the conduct or communication is made either explicitly or implicitly a term or condition of a student's education or participation in district programs or activities or as a condition of employment for staff;

2. Submission to or rejection of the conduct or communication is used as the basis for decisions affecting a student or employment or assignment of staff;

3. The conduct or communication 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;

4. The conduct or communication has the effect of creating an intimidating, offensive, or hostile educational or working environment;

5. The conduct or communication has the purpose or effect of demanding sexual favors in exchange for benefits.

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 subject 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, e-mailing, 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 or employee who has knowledge of or feels he/she is a victim of sexual harassment must immediately report his/her concerns to the building principal, compliance officer or superintendent, who has overall responsibility for all investigations. A student also may report concerns to a teacher, counselor, or district 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. ~~when the investigation is concluded.~~

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 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.

The district may report individuals in violation of this policy to law enforcement officials. Licensed staff and those participating in practicum programs as specified by Oregon Administrative Rules, shall be reported to the Teacher Standards and Practices Commission (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 all schools. Such posting shall be by a sign of at least 8.5 by 11 inches.

The superintendent will establish a process of reporting incidents of sexual harassment.

~~All staff, students, and third parties shall be subject to this policy.~~

END OF POLICY

Legal References:

ORS 243.706
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

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2006).
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2006).
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2006);
Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2006).
~~Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).~~
~~Gebser v. Lago Vista Indep. Sch. Dist., 524 U.S. 274 (1998).~~
Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).

Cross Reference(s):

Policy GBNA—Hazing/Harassment/Intimidation/Bullying/Menacing—Staff
Administrative Regulation GBNA-AR—Hazing/Harassment/Intimidation/Bullying/Menacing—Staff
Policy JFCF—Hazing/Harassment/Intimidation/Bullying/Menacing—Student
Administrative Regulation JFCF-AR—Hazing/Harassment/Intimidation/Bullying/Menacing—Student
Administrative Regulation JFCM-AR—Violence and Threats of Violence

Corvallis
SCHOOL DISTRICT

XII.F. Board Policy JBA/GBN—Sexual Harassment—Revised—First Reading

CORVALLIS SCHOOL DISTRICT 509J

Code: JBA/GBN
Adopted: 6/28/99
Revised/Readopted: 11/4/02, 5/7/12

Sexual Harassment

Sexual harassment is prohibited and shall not be tolerated in the district. This includes sexual harassment of students, ~~or~~ 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.

Sexual harassment of students and staff shall include, but not be limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to the conduct or communication is made either explicitly or implicitly a term or condition of a student's education or participation in district programs or activities or as a condition of employment for staff;

2. Submission to or rejection of the conduct or communication is used as the basis for decisions affecting a student or employment or assignment of staff;

3. The conduct or communication 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;

4. The conduct or communication has the effect of creating an intimidating, offensive, or hostile educational or working environment;

5. The conduct or communication has the purpose or effect of demanding sexual favors in exchange for benefits.

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 subject 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, e-mailing, 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 or employee who has knowledge of or feels he/she is a victim of sexual harassment must immediately report his/her concerns to the building principal, compliance officer or superintendent, who has overall responsibility for all investigations. A student also may report concerns to a teacher, counselor, or district 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. ~~when the investigation is concluded.~~

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 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.

The district may report individuals in violation of this policy to law enforcement officials. Licensed staff and those participating in practicum programs as specified by Oregon Administrative Rules, shall be reported to the Teacher Standards and Practices Commission (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 all schools. Such posting shall be by a sign of at least 8.5 by 11 inches.

The superintendent will establish a process of reporting incidents of sexual harassment.

~~All staff, students, and third parties shall be subject to this policy.~~

END OF POLICY

Legal References:

ORS 243.706
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

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2006).
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2006).
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2006);
Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2006).
~~Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).~~
~~Gebser v. Lago Vista Indep. Sch. Dist., 524 U.S. 274 (1998).~~
Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).

Cross Reference(s):

Policy GBNA—Hazing/Harassment/Intimidation/Bullying/Menacing—Staff
Administrative Regulation GBNA-AR—Hazing/Harassment/Intimidation/Bullying/Menacing—Staff
Policy JFCF—Hazing/Harassment/Intimidation/Bullying/Menacing—Student
Administrative Regulation JFCF-AR—Hazing/Harassment/Intimidation/Bullying/Menacing—Student
Administrative Regulation JFCM-AR—Violence and Threats of Violence

Corvallis
SCHOOL DISTRICT

XII.G. Board Policy GBNA—
Hazing/Harassment/Intimidation/Menacing/Bullying/Cyberbullying

CORVALLIS SCHOOL DISTRICT 509J

Code: GBNA
Adopted: 6/28/99
Revised/Readopted: 12/9/02, 12/10/07 3/14/11

HAZING/HARASSMENT/INTIMIDATION/MENACING/ BULLYING/CYBERBULLYING

The Board is committed to providing a positive and productive learning and working environment. Hazing, harassment, intimidation, menacing, bullying, or acts of cyberbullying of staff, students, or third parties by students, staff, or third parties is strictly prohibited and shall not be tolerated in the district. Retaliation against any person who reports, is thought to have reported, files a complaint, or otherwise participates in an investigation or inquiry also is strictly prohibited.

Staff whose behavior is found to be in violation of this policy will be subject to 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 by the superintendent or Board.

Individuals also may be reported to law enforcement officials. Licensed staff will be reported to Teacher Standards and Practices Commission, as provided by 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 References:

ORS 163.190
ORS 163.197
ORS 166.065
ORS 166.155—166.165
ORS 332.072
ORS 332.107
ORS 659A.030

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

Cross Reference(s):
Policy JBA/GBN-AR—Sexual Harassment Complaint Procedures
Policy JFCM-AR—Violence and Threats of Violence

Corvallis
SCHOOL DISTRICT

XII.H. Administrative Regulation GBNA-AR—
Hazing/Harassment/Intimidation/Menacing/Bullying/Cyberbullying

CORVALLIS SCHOOL DISTRICT 509J

Code: GBNA-AR
Adopted: 6/28/99
Revised/Readopted: 11/4/02, 8/18/08, 2/7/11 3/10/14

Hazing/Harassment/Intimidation/Menacing/Bullying/Cyberbullying Complaint Procedures

The following definitions and procedures shall be used for reporting, investigating, and resolving complaints of hazing, harassment, intimidation, menacing, bullying, or acts of cyberbullying.

Definitions

"Third parties" include, but are not limited to, coaches, school volunteers, parents, students, 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 employee is at any district-sponsored, district-approved, or district-related activity or function, such as field trips or athletic events or where the employee is engaged in district business.

"Hazing" includes, but is not limited to, any act that recklessly or intentionally endangers the mental health, physical health, or safety of a 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, work assignment. Hazing includes, but is not limited to requiring, encouraging, authorizing, or permitting acts of personal servitude, sexual stimulation/sexual assault, forced consumption of any drink, alcoholic beverage, drug, or controlled substance, forced exposure to the elements, forced prolonged exclusion from social contact, sleep deprivation, or any other forced activity that could adversely affect the mental or physical health or safety of a staff member requiring, encouraging, authorizing, or permitting another to be subject to wearing or carrying any obscene or physically burdensome article; assignment of pranks to be performed; or other such activities intended to degrade or humiliate regardless of the person's willingness to participate.

"Harassment" includes, but is not limited to, any act which subjects an individual or group to unwanted, abusive behavior of a nonverbal, verbal, written, or physical nature on the basis of race, color, religion, sex, gender identity, gender expression, national origin, citizenship, sexual orientation, disability, parental or marital status, or age.

"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 basis of race, color, religion,

sex, gender identity, gender expression, national origin, citizenship, sexual orientation, disability, parental or marital status, or age.

"Cyberbullying" means ~~may be considered to be~~ the use of any electronic communication device to convey a message in any form (text, image, audio, or video) that intimidates, harasses, or otherwise harms, insults, or humiliates ~~is otherwise intended to harm, insult, or humiliate~~ another in a deliberate, repeated, or hostile and unwanted manner under a person's true or false identity. In addition, any communication of this form which substantially disrupts or prevents a safe and positive educational or working environment also may be considered cyberbullying. Students and staff will refrain from using personal communication devices or district property to harass or stalk another.

"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.

Retaliation/False Charges

Retaliation against any person who reports, is thought to have reported, files a complaint, or otherwise participates in an investigation or inquiry is prohibited. Such retaliation shall be considered a serious violation of Board policy and independent of whether a complaint is substantiated. False charges also shall be regarded as a serious offense and will result in disciplinary action or other appropriate sanctions.

Complaint Procedures

The building administrator or district department director has responsibility for investigations concerning hazing, harassment, intimidation, menacing, bullying, or acts of cyberbullying. The investigator(s) shall be a neutral party having had no involvement in the complaint presented.

Any employee who has knowledge of conduct in violation of Board policy JFCF—Hazing/ Harassment/Intimidation/Menacing/Bullying/Cyberbullying—Students shall immediately report his/her concerns to the designated district official.

Any employee or third party who has knowledge of conduct in violation of ~~this~~ Board policy or feels he/she has been hazed, harassed, intimidated, menaced, bullied, cyberbullied, or retaliated against in violation ~~this~~ Board policy or this administrative regulation is encouraged to immediately report his/her concerns to the designated district official.

All complaints will be investigated promptly in accordance with the following procedures:

Step 1 Any hazing, harassment, intimidation, menacing, bullying, or acts of cyberbullying, information (complaints, rumors, etc.) shall be presented to the building administrator or district department director. Complaints against the building administrator or district department director shall be filed with the superintendent. Complaints against the superintendent shall be filed with the Board chair. All such information will be recorded in writing and will include the specific nature of the offense and corresponding dates.

Step 2 The district official receiving the complaint promptly shall investigate. Parents will be notified of the nature of any complaint involving their student. The district official will arrange such meetings as may be necessary with all concerned parties within 10 school days after receipt of the information or complaint, unless extenuating circumstances require the superintendent to extend the length of the investigation. The parties will have an opportunity to submit evidence and a list of witnesses. All findings related to the complaint will be recorded in writing. The district official(s) conducting the investigation shall notify the complainant and parents as appropriate, 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 complainant, 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 complainant is not satisfied with the decision at Step 2, he/she 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 complainant and other affected parties as deemed necessary to discuss the appeal. The superintendent or designee shall provide a written decision to the complainant's appeal within 10 working days. If the superintendent is the subject of the complaint, the written appeal may be filed with the Board chair.

Step 4 If the complainant is not satisfied with the decision at Step 3, a written request for review may be filed with the Board. Such request for review must be filed within 10 working days after receipt of the Step 3 decision. In an attempt to resolve the complaint, the Board shall meet with the concerned parties at a regular Board meeting in Executive Session. The Board shall provide a written decision to the complainant within 10 working days following completion of the hearing.

Time

The number of days given at each level shall be regarded as a maximum and every effort will be made to expedite the process, unless extenuating circumstances require the superintendent to extend the length of the investigation.

Direct complaints related to employment may be filed with the Oregon Bureau of Labor and Industries, Civil Rights Division, or the US Department of Labor, Equal Employment Opportunities Commission.

Documentation related to the incident may be maintained as part of the employee's personnel file.

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 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 _____

Corvallis
SCHOOL DISTRICT

XII.I. Administrative Regulation—GCBDA/GDBDA-AR(1)—Federal Family and Medical Leave/ Oregon Family Leave

Corvallis School District 509J
Board of Directors

BOARD MEETING DATE: September 22, 2014 **FOR INFORMATION**

SUBJECT:
Administrative Regulation—GCBDA/GDBDA-AR(1)—Federal Family and Medical Leave/ Oregon Family Leave
Administrative Regulation—GCBDA/GDBDA-AR(2)—Request for Family and Medical Leave
Administrative Regulation—GCBDA/GDBDA-AR(4)—FMLA/OFLA Eligibility Notice to Employee

---

Issue: House Bill 2950 allows eligible employees to take state family medical leave (OFLA) to deal with the death of a family member. Leave under this condition counts toward the total period of authorized family leave. The Oregon School Board reviewed these administrative regulations and made recommended language modifications.

Options Considered: Not revising the administrative regulations.

Involvement: District staff.

Consequences: Administrative regulations would remain outdated.

Cost Impact: None

CONTACT PERSON(S): Jennifer Duvall, Kerry Richey

CORVALLIS SCHOOL DISTRICT 509J

Code: GCBDA/GDBDA-AR (1)
Adopted: 3/8/99, 12/8/08
Revised/Readopted: 7/28/05, 11/5/07, 4/5/10 8/19/13

Federal Family and Medical Leave/Oregon Family Leave

Coverage

Federal law covers school districts that employ 50 or more employees for each working day during each of the 20 or more calendar work weeks during the year in which the leave is taken (or in the preceding calendar year).

State law covers school districts that employ 25 or more part-time or full-time employees for each working day during 20 or more calendar work weeks during the year in which the leave is to be taken (or in the preceding calendar year).

Eligibility

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

In determining that an employee has been employed for the preceding 180 calendar days, the employer must count the number of days an employee is maintained on the payroll, including all time paid or unpaid. If an employee continues to be employed by a successor in interest to the original employer, the number of days worked are counted as continuous employment by a single employer. In determining 25 hours average work week, the employer must count the actual hours worked using guidelines set out pursuant to the Fair Labor Standards Act.

Definitions

"Child"[1]—For the purpose of taking sick child leave under state law, means a biological, adopted, foster, or stepchild of the employee, for whom the employee has parental rights and duties as defined by law or a child with whom the employee is or was in a relationship of "in loco parentis." A legal or biological relationship is not required. Under Oregon Family Leave (OFLA) the child must be under 18 years of age or may be 18 years of age or older if incapable

[1] ~~For FMLA~~ Under Federal Family and Medical Leave (FMLA) there is no age restriction, the age of the son or daughter is not relevant in determining a parent's entitlement to FMLA leave.

of self-care due to mental or physical impairment as defined by ORS 659A100(2)(d). For purposes of sick child leave only, child also includes child of employee's same-gender domestic partner.

"Contingency Operation" is a military operation that:

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

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

"Covered active duty" means:

1. In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and

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

"Covered servicemember" means:

1. A member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness; or

2. A veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

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

1. Spouse;

2. Child of the employee (biological, adopted, foster, or step child, a legal ward, or child of the employee standing in loco parentis);

3. Custodial parent;

4. Noncustodial parent;

5. Biological parent;

6. Adoptive parent;

7. Step or foster parent; or

8. Individual who was in loco parentis to the employee when the employee was a child.

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

9. Same-gender domestic partner;

10. Child of same-gender domestic partner;

11. Grandparent;

12. Grandchild;

13. Parent-in-law; or

14. Parent of same-gender domestic partner.

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

~~means the spouse, domestic partner, custodial parent, noncustodial parent, adoptive parent, foster parent, or biological parent when considering family definition under OFLA; the grandparent or grandchild of the employee, parent-in-law, parent of domestic partner; or a person with whom the employee is or was in a relationship of "in loco parentis." Eligibility under OFLA and FMLA also includes the biological, adopted, foster, or stepchild of employee's domestic partner or stepchild of an employee. For OFLA purposes of a serious health condition, child includes both minor and adult children.~~

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

"Serious Health Condition"—Under federal law means an illness, injury, impairment, or physical or mental condition that involves:

1. Any period of incapacity or treatment in connection with or consequent to inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility;

2. Any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider;

3. Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days;

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

5. Disability due to pregnancy, childbirth, or prenatal care.

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

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

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

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

    a. Transition periods spent moving the family member from one home or facility to another, including time to make arrangements for such transitions;
    b. Transportation or other assistance required for a family member to obtain care from a physician;
    c. Serious health conditions as described in this regulation.

2. The treating health-care provider judges to pose an imminent danger of death, or that is terminal in prognosis with a reasonable possibility of death in the near future;

3. Requires constant or continuing care such as home care administered by a health-care professional;

4. Involves a period of incapacity. Incapacity is the inability to perform at least one essential job function, or to attend school, or perform regular daily activities for more than three consecutive calendar days and any subsequent required treatment or recovery period relating to the same condition. This incapacity must involve:

a. Two or more treatments by a health-care provider;
b. One treatment plus a regimen of continuing care.

5. Results in a period of incapacity or treatment for a chronic serious health condition that requires periodic visits for treatment by a health-care provider, continues over an extended period of time, and may cause episodic rather than a continuing period of incapacity such as asthma, diabetes, or epilepsy.

6. Involves permanent or long-term incapacity due to a condition for which treatment may not be effective, such as Alzheimer's disease, a severe stroke, or terminal stages of a disease;

7. Involves multiple treatments for restorative surgery or for a condition such as chemotherapy for cancer, physical therapy for arthritis, or dialysis for kidney disease that if not treated would likely result in incapacity of more than three days; or

8. Involves any period of disability of a female due to pregnancy or childbirth or period of absence for prenatal care.

"Serious injury or illness" for the purpose of caring for a covered servicemember means:

1. In the case of a member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness incurred by the member in line of duty on active duty in the Armed Forces or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

2. In the case of a covered veteran, an injury or illness that was incurred by the member in the line of duty, on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty, on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:

   a. A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
   b. A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
   c. A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

d. An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affair Programs of Comprehensive Assistance for Family Caregivers.

Purpose of Leave

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

1. Birth of the employee's child (eligibility expires 12 months after the birth);

2. Placement of a child for adoption or foster care when the child is under 18 or older than 18 years of age if incapable of self-care (eligibility expires 12 months after placement);

3. Care of a spouse, child, or parent with a serious health condition;

4. Employee's own serious health condition;

5. Eligible employees may take FMLA leave for a qualifying exigency while the employee's spouse, son, daughter, or parent is on covered active duty or called to covered active duty status during the deployment of the member with the Armed Forces to a foreign country. (CFR section 825.126(a)(1 and 2); Federal Register Vol. 78, No. 25, Page 8917);

6. Injured Servicemember Leave: Allowing an employee leave to care for a covered servicemember who is the employee's spouse, son, daughter, parent, or next of kin, who has been injured in the line of duty as a member of the Armed Forces;

7. ~~Additionally,~~ State law ~~also~~ allows employees to take leave for the care of a sick or injured child who requires home care but is not suffering from a serious health condition. The district is not required to grant leave for routine medical or dental appointments;

8. State law allows employees to take leave for the death of a family member[2] to attend the funeral or alternative to a funeral of the family member, make arrangements necessitated by the death of the family member, or grieve the death of the family member;

9.~~8.~~ Military Family Leave: Allowing leave for a spouse or domestic partner of a military servicemember ~~personnel~~ per each deployment of the spouse or domestic partner when the spouse or domestic partner has either been notified of an impending call to activity duty, has been ordered to activity duty, or has been deployed or on leave from deployment (OFLA).

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

Length of Leave

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

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

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

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

1. One employee needs to care for another ~~the other~~ employee who is a family member and who is suffering from a serious health condition; ~~or~~

2. One employee needs to care for a child suffering from a serious health condition while another ~~the other~~ employee who is a family member, is also suffering from a serious health condition;

3. Both family members are suffering from a serious health condition;

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

5. The concurrent leave in such instances is permitted by the district;

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

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

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

2. Twelve weeks of parental leave; followed by

3. Twelve weeks of sick child leave.

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

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

2. Twelve weeks of sick child leave.

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

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

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

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

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

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

2. An employee who has taken 12 weeks of parental leave does not need to requalify to take an additional 12 weeks in the same leave year for sick child leave; and

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

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

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

1. May allow an exempt employee with accrued paid leave to take OFLA leave in blocks of less than the employee's full day. For these purposes, an exempt employee is a salaried executive, administrative or professional employee under the federal Fair Labor Standards Act or the state minimum wage and overtime laws;

2. May not reduce the salary of an exempt employee who does not have or has run out of accrued paid leave and takes intermittent leave in blocks of less than the employee's full day. To do so would result in the loss of exemption under state law.

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

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

Intermittent Leave and Alternate Duty

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

1. The employee accepts the transfer position voluntarily and without coercion;

2. The transfer is temporary, lasts no longer than necessary to accommodate the leave and has equivalent pay and benefits;

3. The transfer is compliant with applicable collective bargaining agreements, as well as with state and federal law, providing all the employee protections found in FMLA regulations 29 CFR Part 825;

4. Transfer to an alternate position is used only when there is no other reasonable option available that would allow the employee to use intermittent leave or reduced work schedule; and

5. The transfer is not used to discourage the employee from taking intermittent or reduced work schedule leave, or to create a hardship for the employee.

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

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

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

1. The employee accepts the position voluntarily and without coercion;

2. The transfer is temporary, lasts no longer than necessary and has equivalent pay and benefits;

3. The transfer is compliant with applicable collective bargaining agreements, as well as with state and federal law, providing all the employee protections found in FMLA regulations 29 CFR Part 825; and

4. 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.

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

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

worked in the original position and the number of hours the employee actually works in the alternate position.

Intermittent leave for school teachers is subject to special rules.

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

Special Rules for Teachers

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

1. Under OFLA leave, if a teacher requests, in advance, leave for a serious health condition and the teacher will be absent more than 20 percent of the total number of working days during the period over which the leave would be taken then the employer may require the teacher to elect one of the following options:

    a. To take family leave for one uninterrupted period of time as necessary to complete medical treatment. (School holidays and school vacation days are not counted as family leave.);
    b. To transfer temporarily into an available alternative position that better accommodates periodic absences or recurring periods of leave.

2. Under FMLA leave, if a teacher begins leave more than five weeks before the end of the academic term because of the teacher's own serious health condition, the employer may require the teacher to remain on leave until the end of the term if:

    a. The family leave is at least three weeks long; and
    b. The teacher's return to work would occur within three weeks of the end of the term.

3. If a teacher begins FMLA or OFLA leave within five weeks of the end of the academic term because of parental leave, the serious health condition of a family member, or to care for a covered servicemember, the employer may require the teacher to remain on family leave through the end of the term if:

    a. The leave is at least two weeks long; and
    b. The teacher's return would occur within the last two weeks of the term.

4. If a teacher begins family leave within three weeks of the end of the academic term because of parental leave, to care for a family member with a serious health condition, or to care for a covered servicemember, and the leave is greater than five working days, the employer may require the teacher to remain on family leave until the end of the term.

5. If a teacher takes FMLA/OFLA leave to the end of the school year and continues the leave at the beginning of the next school term, the leave is consecutive rather than intermittent leave.

a. The period between the end of the school term and the beginning of the next school term, when a teacher would not have been required to report for duty, is not counted against the teacher's FMLA/OFLA leave entitlement.
b. A teacher on FMLA/OFLA leave at the end of the school term must be provided with the same benefits during the period between school terms that the teacher would normally receive if no FMLA/OFLA leave were taken.

6. If a teacher is required by the employer to remain on leave to the end of the academic term, only the period of leave the teacher requested shall be charged against the teacher's FMLA/OFLA leave entitlement.

7. Nothing in FMLA/OFLA rules prohibits the employer from allowing the teacher to work as a substitute or in some other paid capacity during the weeks prior to the end of term under 3. or 4. above.

8. Full-time employees covered by OFLA rules, and who have been maintained on the payroll by a school district during 180 consecutive calendar days, are thereafter deemed to have been employed by that school district for an average of at least 25 hours per week during the 180 days immediately preceding the date any OFLA leave begins.

Calculating the 12-Month Period for Leave

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

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

Paid/Unpaid Leave

Family leave under federal and state law is generally unpaid. The district requires the employee to use any accrued paid leave, including personal and sick leave or accrued vacation leave before taking FMLA and/or OFLA leave without pay for the leave period. The district determines the order in which the paid leave is used pursuant to bargaining agreements. ~~The employee may select the order in which the paid leave is used.~~

The district will notify the employee that the requested leave has been designated as FMLA and/or OFLA leave and, if required by the district, that accrued paid leave shall be used during the leave period. Such notification will be given to the employee prior to the commencement of the leave or within two working days of the employee's notice of an unanticipated or emergency leave.

When the district does not have sufficient information to make a determination of whether the

leave qualifies as FMLA or OFLA leave, the district will provide the required notice promptly when the information is available but no later than two working days after the district has received the information. Oral notices will be confirmed in writing no later than the following payday. If the payday is less than one week after the oral notice is given, written notice will be provided no later than the subsequent payday.

Continuation of Health Insurance Benefits

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

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

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

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

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

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

Return to Work

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

Fitness-for-Duty Certification

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

Application

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

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

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

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

In either case, proper documentation must be submitted no later than three working days following the employee's return to work. Failure of an employee to provide the required notice for FMLA leave may result in the district delaying the employee's leave for up to 30 days after the notice is ultimately given.

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

Medical Certification

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

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

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

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

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

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

contract provision whenever such requirements are more beneficial to the employee.

If the leave is for the purpose of an employee's own serious health condition, he/she may be required to provide a fitness for duty medical release from the health care provider before returning to work.

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

Notification

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

Record Keeping/Posted Notice

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

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

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

Federal vs. State Law

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

EMPLOYEE RIGHTS AND RESPONSIBILITIES
UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement
FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:
- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements
Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

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

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

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

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

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

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

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

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

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

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

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

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

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

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

Corvallis
SCHOOL DISTRICT

XII.J. Administrative Regulation—GCBDA/GDBDA-AR(2)—Request for Family and Medical Leave

CORVALLIS SCHOOL DISTRICT 509J

Code: GCBDA/GDBDA-AR(2)
Adopted: 3/8/99
Revised/Readopted: 12/8/08 7/28/05, 11/5/07 5/4/09, 4/5/10, 8/19/13

Request for Family and Medical Leave

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

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

Name _____ Effective Date of the Leave _____

Department _____ Title _____

Status: ☐ Full Time ☐ Part Time ☐ Temporary

Hire Date _____ Length of Service _____

Have you taken a family leave in the past 12 months? _____ Yes _____ No
If yes, how many work days? _____ Reason for leave _____

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

_____1. Because of the birth of my child and in order to care for him or her.
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.
Age of child _____ Date of placement _____
Leave to start _____ Expected return date _____

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

_____3. In order to care for a family member[2] with a serious health condition.
Leave to start_____ Expected return date _____
Please check one:

_____ Spouse _____ Same-gender domestic partner (OFLA leave only)

_____ Child[3] _____ Child of same-gender domestic partner (OFLA leave only)

~~(including the biological, adopted, foster, or stepchild of domestic partner, or stepchild of an employee or child with whom the employee is or was in relationship of "in loco parentis")~~

_____ Parent _____ Parent-in-law (OFLA leave only)

_____ Parent of employee's same-gender domestic partner (OFLA leave only)

_____ Custodial parent _____ Noncustodial parent _____ Adoptive parent

~~(biological parent of an employee or an individual who stood "in loco parentis" to an employee when the employee was a child)~~
~~_____ Parent-in-law, parent of employee's domestic partner, custodial parent, noncustodial parent, adoptive parent, foster parent (OFLA leave only).~~

_____ Grandparent or grandchild (OFLA leave only).

Please state name and address of relation:
Name_____ Address _____

Describe serious health condition_____
_____

_____4. For a serious health condition which prevents me from performing my job functions. Describe _____
_____
_____
Leave to start_____ Expected return date _____

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

[2]"Family member," for purposes of FMLA and OFLA leave, means the spouse, ~~same-sex domestic partner,~~ custodial parent, noncustodial parent, adoptive parent, step or foster parent, biological parent, ~~grandparent, parent-in-law, parent of employee's same-sex domestic partner~~ 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." ~~It also~~Additionally, when defining "family member" under OFLA, this definition includes the ~~biological, adopted,~~ same-gender domestic partner, the child of a same-gender domestic partner, grandparent, grandchild, ~~or foster child or stepchild of an employee, child of same-sex domestic partner or a child with whom the employee is or was in a relationship of "in loco parentis."~~parent-in-law or parent of same-gender domestic partner.

[3]For FMLA, the age of the son or daughter is not relevant in determining a parent's entitlement to FMLA leave.

_____5. In order to care for a child with a condition requiring home care which does not meet the definition of serious health condition and is not life threatening or terminal (OFLA leave only)

_____6. A qualifying exigency arising from an employee's spouse, son, daughter, or a parent who is a covered servicemember as defined in GCBDA/GDBDA-AR(1); or leave for the spouse or domestic partner of a military personnel per each deployment of the spouse or domestic partner when the spouse or domestic partner has either been notified of an impending call to active duty, has been ordered to active duty, or has been deployed or on leave from deployment.

_____7. To care for a spouse, son, daughter, 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
If yes, when was the leave taken and for how many work days? _____

_____8. For the death of a family member (OFLA only)

I understand that I am required to use any accrued paid leave, including personal and sick leave or accrued vacation leave before taking family and medical leave without pay. I may select the order in which the paid leave is used for the family and medical leave period.

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

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

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

Signature of Employee_____ Date _____

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

Corvallis
SCHOOL DISTRICT

XII.K. Administrative Regulation—GCBDA/GDBDA-AR(4)—FMLA/OFLA Eligibility Notice to Employee

CORVALLIS SCHOOL DISTRICT 509J

Code: GCBDA/GDBDA-AR(4)
Adopted: 3/8/99
Revised/Readopted: 12/8/08,7/28/05, 11/5/07 5/4/09, 4/5/10, 8/19/13

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
   _____ Same-gender domestic partner (OFLA leave only)
   _____ Child[1] (including the biological, grandchild, adopted, foster, or stepchild of same-gender domestic partner, or stepchild of an employee or child with whom the employee is or was in 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(OFLA leave only), parent of employee's same-gender domestic partner, custodial parent, noncustodial parent, adoptive parent, foster parent ~~(OFLA leave only)~~ for which you are needed to provide care;

4. _____An illness or injury to your child which requires home care but is not a serious health condition (OFLA leave only).

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

5. _____A qualifying exigency arising from a spouse, son, daughter, or parent in the Armed Forces on covered activity duty, or in the National Guard or Reserves on covered active duty.

6. _____Your spouse or same-gender domestic partner has been notified of an impending call to active duty, has been ordered to active duty, or has been deployed or on leave from deployment;

7. _____A serious illness or injury, incurred in the line of duty, of a covered servicemember who is your spouse, son, daughter, parent, or next of kin.

8. _____For the death of a family member (OFLA only),

You notified us that you need this leave beginning on ___(date)___ and that you expect leave to continue until on or about ___(date)___. The FMLA requires that you notify the district as soon as possible if dates of scheduled leave change 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 work weeks of unpaid leave in a 12-month period for the reasons listed above[2]. The district will use a "rolling" 12-month period measured backward from the date you use ~~the employee uses~~ any family medical leave. FMLA leave and OFLA leave generally run concurrently. In order to care for an injured servicemember, you are entitled to up to 26 weeks of leave in a single 12-month period to care for the ~~a~~ qualifying servicemember.

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

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

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

1. You are ☐ eligible ☐ not eligible for leave under the ☐ FMLA, ☐ OFLA, or ☐ both.

2. The requested leave ☐ will ☐ will not be counted against your annual ☐ FMLA leave entitlement, ☐ OFLA, ☐ both.

[2]Oregon Military Family Leave Act allows for 14 days of leave per deployment.

3. You ☐ will ☐ will not be required to furnish medical certification of a serious health condition. If required, you must furnish certification within 15 days after you are notified of this requirement or we may delay the commencement of your leave until the certification is submitted. If required medical certification is not provided, your ~~the~~ absence may not qualify as FMLA/OFLA leave and may be treated as an unexcused absence.

4. If you have accumulated sick leave, you may be able to use this paid leave to cover all or part of the leave. You may also, if applicable, use any accrued vacation to cover all or part of the leave. The district requires the employee to use all accrued paid leave before taking any unpaid leave under FMLA and/or OFLA. The district determines the order in which the paid leave is used pursuant to bargaining agreements. (*Please refer to your collective bargaining contract and contact human resources to discuss your accumulated leaves.)*

5a. Your insurance premiums will be paid by the district on the same basis and in the same amount as in previous months for a total period of up to 12 weeks of leave. If you normally pay a portion of the premiums for your health insurance, these payments will continue during the period of FMLA leave. Arrangements for payment will need to be made with the insurance department (541-757-5738). Failure to make such payments to the district in a timely manner may result in your insurance coverage being terminated.

5b. The district is not required to maintain benefits while an employee is on OFLA leave unless otherwise provided for by Board policy and/or collective bargaining agreements; however, all benefits must be restored in full upon the employee's return to work.

5c. If the district pays any part of your share of health or other insurance benefits while on FMLA or OFLA leave the district may deduct up to 10 percent of your gross pay each pay period after your return to work until the amount is repaid (OFLA leave only).

5d. You have a minimum 30-day grace period in which to make premium payments. If payment is not timely made, your group health insurance may be cancelled. We will notify you in writing at least 15 days before the date that your health coverage will lapse. At our option, we may pay your share of the premiums during 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.

5e. We ☐ will ☐ will not do the same with other benefits (e.g., life insurance, disability insurance, etc.) while you are on FMLA and/or OFLA leave. If we do pay your premiums for other benefits, when you return from leave, you will be expected to reimburse us for the payments made on your behalf unless agreed through a negotiated agreement.

5f. 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 are responsible for reimbursing the district the amount paid on your behalf, with the exceptions noted in Section 104(c)(2)(B) of the Family and Medical Leave Act.

6. You will be required to present a fitness-for-duty certificate prior to being restored to employment following leave for your own serious health condition. If such certification is not timely received, your return to work may be delayed until the certification is provided. Your job description which includes a list of essential functions for your position is attached. The fitness-for-duty certification must address your ability to perform these functions.

7a. You ☐ are ☐ are not a "key employee" as described in Section 825.218 of the FMLA regulations. If you are a "key employee," restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to the district ~~us~~. (FMLA leave only.)

7b. We ☐ have ☐ have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. (FMLA leave only.)

8. While on FMLA and/or OFLA leave, you may be required to furnish us with periodic reports 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 be required to notify us at least two work days prior to the date you intend to report to work.

9. You may be required to furnish recertification relating to a serious health condition. (FMLA leave only)

10. You are notified that all leave taken for the purposes of death of a family member counts toward the total period of authorized family leave.

Corvallis
SCHOOL DISTRICT

XII.L. Administrative Regulation GCDA/GDDA-AR—Criminal Records Checks/Fingerprinting—Revision—For Information

Corvallis School District 509J
Board of Directors

BOARD MEETING DATE: September 22, 2013 **FOR INFORMATION**

SUBJECT: Administrative Regulation GCDA/GDDA-AR—Criminal Records Checks/Fingerprinting—Revision—For Information

---

Issue: Senate Bill 104 allows the Department of Education to require fingerprints of a person who is a 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 education childhood education program. This administrative regulation has been updated to include that change, as well as other procedural updates.

Options Considered: Not updating the administrative regulation.

Involvement: District office staff

Consequences: Current administrative regulation would remain outdated.

Cost Impact: None

CONTACT PERSON(S): Jennifer Duvall, Kerry Richey

CORVALLIS SCHOOL DISTRICT 509J

Code: GCDA/GDDA-AR
Adopted: 3/9/99
Revised/Readopted: 11/5/07, 3/8/10

CRIMINAL RECORDS CHECKS/FINGERPRINTING

Subject Requirements

1. Any individual newly hired and not requiring licensure as a teacher, administrator, personnel specialist, or school nurse shall be required to undergo a nationwide criminal records check and fingerprinting.

2. An individual 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 or designee 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 Department of Education.

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 education program shall be required to undergo a nationwide criminal records check and fingerprinting with the Department of Education.

7.~~6.~~ Any person authorized by the district for volunteer service into a position having direct, unsupervised contact with students will be required to undergo an Oregon criminal records check.

8.~~7.~~ Any individual who is an employee of a public charter school shall be required to undergo a nationwide criminal records check and fingerprinting.

An exception may 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. A list of those positions subject to criminal records checks and fingerprinting will be maintained in the district office and available to the public upon request.~~ Do you want this deleted?

1.~~2.~~ 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 application, contract or ODE fingerprint forms as to conviction of a crime shall result in immediate termination from employment or withdrawal of employment offer.

2.~~3.~~ 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. Following acceptance of an offer of employment, the Criminal History Verification of Applicants form for those not subject to fingerprinting will be sent to the ODE for processing. A copy will be kept on file by the district in individual's personnel file.~~

2~~3~~. If the individual is subject to fingerprinting, he/she will be required to report within seven 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.

34. The individual is responsible for obtaining one fingerprint card from an Oregon school district, education service district, an Oregon Approved Teacher Education Institution, ODE, TSPC, or local Sheriff's Department.

45. The individual is responsible for submitting to the authorized fingerprinter one fingerprint card and an 8 1/2" x 11" or larger envelope with postage affixed and addressed to the district human resources office.

56. 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 will be required to 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.

67. The authorized fingerprinter will return the fingerprint card~~s~~ to the district in the envelope provided. The Fingerprint Criminal History Verification form and fingerprint card~~s~~ will be sent to the ODE. A copy of the form will be kept in the employee's human resources office file.

Fees

1. Fees associated with criminal records checks and/or fingerprinting for individuals selected for employment with the district ~~and not requiring licensure,~~ shall be paid by the individual. ~~However, those fees may be reimbursed by the district following a minimum of 20 hours of work and the application for reimbursement by the individual.~~

2. Fees associated with criminal records checks and/or fingerprinting for contractors, their employees or volunteers, selected for employment with the district shall be paid by the contractor.

3. Fees associated with criminal records checks and/or fingerprinting for 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 education program shall be paid by the community college/faculty member.

4. Fees associated with criminal records checks and/or fingerprinting for any individual who is an employee of a public charter school shall be paid by the charter school/individual.

5. Fees associated with a criminal records check for any person authorized by the district for volunteer services shall be paid by the district.

6.~~3.~~ Fees are payable prior to beginning employment, substitute duties, or contract. Under certain circumstances payment may be made through their first paycheck.

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 for a district volunteer and/or employment, or withdrawal of offer of employment or contract by the superintendent or designee immediately upon the following:

    a. Refusal to consent to a criminal records check and/or fingerprinting;
    b. Falsification of any answer on the criminal history background check form; or
    c. 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 Oregon Superintendent of Public Instruction. Individuals eligible to appeal as a contested case will be so notified in writing by the ODE.

Corvallis
SCHOOL DISTRICT

XII.M. Board Policy ECG—Motor Vehicle Idling—New—First Reading

Corvallis School District 509J
Board of Directors

BOARD MEETING DATE: September 22, 2014 **FOR INFORMATION**

SUBJECT:
Board Policy ECG—Motor Vehicle Idling—New—First Reading
Administrative Regulation ECG-AR—Motor Vehicle Idling—New—For Information

---

Issue: The Board recognizes that it can play an important role in reducing the environmental pollutants and fostering the health and well-being of students and staff of the district. Therefore, a goal of the Board is to eliminate unnecessary idling by ensuring that this practice is minimized in all aspects of motor vehicle operation on district property, school buses, and by operators of district owned vehicles. Board policy ECG and Administrative Regulation ECG-AR for Motor Vehicle Idling has been drafted for that purpose.

Options Considered: Not adopting the policy or administrative regulation.

Involvement: District office staff.

Consequences: Airborne pollutants on district property may not be reduced.

Cost Impact: Minimal.

CONTACT PERSON(S): Kevin Bogatin, John Meyer, Kim Patten, Kerry Richey

CORVALLIS SCHOOL DISTRICT 509J

Code: ECG
Adopted:

Motor Vehicle Idling

The Board recognizes that it can play an important role in reducing environmental pollutants and fostering the health and well-being of students and staff of the district.

Vehicle exhaust is the source of almost half of all toxic air pollutants in Oregon.[1] Studies have shown that idling vehicles significantly decrease air quality not only within and around vehicles, but also in nearby buildings.[2] Vehicles idling on school property (e.g. during pick-up and drop-off) emit toxins harmful to human health.[3] Chemicals in vehicle exhaust can worsen asthma symptoms and contribute to other breathing problems[4] (asthma is the most common non-communicable disease among children and affects more than 30 million adults in the U.S.[5]). Exposure to these chemicals also increases the risk of death from cardiovascular disease, lung disease, and cancer.[6] Furthermore, idling vehicles waste energy while contributing to smog and global warming.

Therefore, a goal of the Board is to eliminate unnecessary idling by ensuring that this practice is minimized in all aspects of motor vehicle operation on district property, school buses, and by operators of district owned vehicles.

The superintendent shall develop administrative regulations consistent with this policy.

END OF POLICY

Legal Reference(s):

ORS 332.107
Consolidated Appropriations Act, 2005, Pub. L. No. 108-447, 118 Stat. 2809

[1]Oregon DEQ—"Idling Fact Sheet" (http://www.deq.state.or.us/aq/factsheets/10nwr004.pdf)
[2]Oregon Environmental Council—"Idling Fact Sheet" (http://www.oeconline.org/resources/publications/kitsandtipsarchive/antiidlingkit-web)
[3]U.S. Environmental Protection Agency— "Mobile Source Air Toxics" (http://www.epa.gov/otaq/toxics.htm)
[4]Environment & Human Health, Inc.—"The Harmful Effects of Vehicle Exhaust" (http://www.ehhi.org/reports/exhaust/ exhaust06.pdf)
[5]World Health Organization—"Asthma Fact Sheet" (http://www.who.int/mediacentre/factsheets/fs307/en/)
[6]Many sources summarized in "The Harmful Effects of Vehicle Exhaust" (see footnote 4)

Corvallis
SCHOOL DISTRICT

XII.N. Administrative Regulation ECG-AR—Motor Vehicle Idling—New—For Information

CORVALLIS SCHOOL DISTRICT 509J

Code: ECG-AR
Adopted:

Motor Vehicle Idling

Vehicles

For the purposes of this regulation, vehicles include non-district owned vehicles operated on district property and district owned and/or contracted/leased school buses, delivery, and maintenance vehicles.

Vehicle Idling Times

"Vehicle idling time" is defined as any time period that the vehicle engine is running while the vehicle is stationary. All vehicles operating on school property shall limit idling time to one minute with the following exceptions:

1. Vehicles waiting in traffic are exempt as long as there is a reasonable expectation that the blocking vehicle(s) will move within one minute.

2. In case of safety or emergency situations (such as natural disasters, fire, medical and other emergencies), vehicles are exempt from this policy.

3. Vehicles loading or unloading students with special needs are permitted to idle if engine assistance is needed for operating loading/unloading equipment.

4. School buses and district-owned vehicles are permitted to idle if necessitated by maintenance, mechanical inspections, or repair.

5. During extreme weather conditions (temperatures less than 30 degrees Fahrenheit) and the purpose is to warm the interior of the bus.

Signs and Policy Communication

To the extent practicable, "no idling" signs will be posted on district property to alert drivers of vehicles to turn off their vehicles when waiting or parking. Signs shall be posted near all locations where vehicle idling is expected to occur, including parking lots, roadside-parking areas, loading docks, and roadways located within 100 feet of school entrances. This information will be posted in a prominent place as well as included in student/parent and staff handbooks to inform students, parents, and staff about the policy.

Corvallis
SCHOOL DISTRICT

XII.O. Administrative Regulation—KL-AR—Public Complaint Procedure—Revision—For Information

Corvallis School District 509J
Board of Directors

BOARD MEETING DATE: September 22, 2014 **FOR INFORMATION**

SUBJECT: Administrative Regulation—KL-AR—Public Complaint Procedure—Revision—For Information

---

Issue: Administrative Regulation KL-AR—Public Complaint Procedure has been revised for clarification in procedure to follow current board policy.

At each administrative level of consideration, the complainant shall be given the opportunity to submit written materials for consideration by the decision-maker on the record, as well as request a meeting. The decision-maker may schedule a meeting with the complainant to receive oral commentary in order to clarify the written submissions. If the Board chooses to schedule a hearing to review the complaint, the complainant shall be given the opportunity to provide an oral presentation in accordance with Oregon public meeting laws.

Options Considered: None.

Involvement: District office staff

Consequences: Process may remain unclear.

Cost Impact: None

CONTACT PERSON(S): Kevin Bogatin, Julie Catala, Kerry Richey

CORVALLIS SCHOOL DISTRICT 509J

Code: KL-AR
Adopted: 4/12/99
Revised/Readopted: 8/14/06, 6/21/10, 8/23/10 3/10/14

Public Complaint Procedure

The following procedure will be used for all complaints:

1. A student or parent with a complaint shall generally first present it orally and informally to his/her teacher or the appropriate school employee.

2. If the complaint is not resolved, the complainant may formally present to the building administrator (school level) or district department director. The complaint must be submitted in writing (including all supporting statements and evidence) within 10 school days of the informal conference. ~~to the building administrator or district department director.~~ The building administrator or district department director shall evaluate the evidence and render a written decision within 10 school days after receiving the appeal. A request for a meeting with the investigating administrator/department director may be included in the complaint. Such requests will not be unreasonably denied.

3. If the complainant is dissatisfied with ~~deems it desirable to carry the complaint beyond~~ the decision reached by the building administrator or district department director, he/she may, within 10 working days from the date of the building administrator's or district department director's written decision, file a written complaint with the superintendent or his/her designee through the assistant superintendent's office. The superintendent or his/her designee shall evaluate the evidence and render a written decision within 10 working days after receiving the appeal. A request for a meeting with the superintendent/assistant superintendent may be included in the complaint. Such requests will not be unreasonably denied.

4. If the complainant is dissatisfied with the decision of the superintendent, he or she may within 10 working days from the date of the superintendent/designee's written decision, file a written, signed complaint with the Board of Directors in care of the superintendent and request a review by the Board. The Board may hold a hearing to review the findings and conclusion of the superintendent/designee, to hear the complaint, and to take such other evidence as it deems appropriate. Generally, all parties involved, including the school administration, will be asked to attend such meeting for the purposes of ~~presenting additional facts,~~ making further explanations and clarifying the issues.

Time

The number of days given at each level shall be regarded as a maximum and every effort will be made to expedite the process, unless extenuating circumstances require the superintendent to extend the length of the investigation.

Withdrawal

A complaint may be withdrawn by the complainant at any level or at any time without prejudice or reprisal.

Meetings and Decisions

At each of the three lower levels of administrative review (i.e., teacher, administrator/department director, and superintendent), the decision-maker may schedule a meeting with the complainant to receive oral commentary in order to clarify the written submissions. ~~levels the complainant shall be given the opportunity to be present and to be heard.~~ All decisions at each level shall be in writing and include supporting rationale with the exception of the initial informal contact. Copies of all decisions and recommendations shall be furnished promptly to all parties of interest.

SUGGESTION, COMPLAINT, OR COMMENDATION REGARDING AN EMPLOYEE, PROGRAM, OR PRACTICE

The district is interested in suggestions, complaints, and commendations involving employees or programs. When such is registered, we are interested in investigating the incident to see if there has been a misunderstanding or if some corrective action should be taken to improve the district. Commendations are of value to the district because they improve morale and encourage district employees to take pride in their work and do more than is ordinarily expected of them.

As both complaints and commendations are of value to the district, we welcome comments and request you fill in the information requested below. Formal complaints and requests for School Board appeals must be submitted through this completed form. You may attach a letter or additional documents when submitting the complaint.

If filing a complaint at the district department director or superintendent level, or if filing an appeal to the School Board, please submit this completed form and any supporting documentation to: Assistant Superintendent, Corvallis School District 509J, 1555 SW 35th Street, Corvallis, OR 97333. For more information about the complaint process, please call the assistant superintendent's office at 541-766-4857. Attach additional sheets to this form, if necessary.

Name of employee/program to which this form applies: _____

Nature of suggestion, complaint, or commendation: _____

_____

Source of your information: _____

_____

Justification of your feelings: _____

_____

Remedy sought: _____

_____

_____ _____

Print name here Telephone

_____ _____

Signed Date Address

I have read but do not necessarily agree:

_____ _____

Employee Date Immediate Supervisor Date

Corvallis
SCHOOL DISTRICT

XII.P. Unaudited Financial Statements - July 31, 2014 and August 31, 2014

Corvallis School District 509J
Board of Directors

FOR INFORMATION

BOARD MEETING DATE: September 22, 2014

SUBJECT: August 31, 2014 Financial Statements (Unaudited)

The Statement of Revenues and Expenditures for the period ending August 31, 2013 and 2014 follow this report. 2014-15 year-to-date revenues total $6.9 million or 12.4 percent of total budgeted revenue as compared to $6.6 million or 12.5 percent for 2013-14. The increase is due to the District's updated 2014-15 allocation of State School Funds which is based upon the February 2014 State School Fund estimate used for budgeting purposes.

General Fund expenditures through August 2014 are down $157,102 as compared to the prior year. The most significant factor reflects a decrease of $170,172 in the level of expenditures for 1:World program. Typical expenditure activity will increase in September as school-related staff receive their first 2014-15 paycheck and students return to school.

2013-14 financial records are in process of being closed and staff are preparing schedules in anticipation of the annual visit from the auditors. The auditors are scheduled to begin fieldwork on October 23.

Please contact me with questions or if you would like additional information.

Presenter: **Steve Nielsen, Finance and Operations Director**

Supplementary Materials:

1. Statement of Revenue and Expenditures as of August 31, 2013 and 2014

2. Schedule of Investments as of July 31, 2014 and August 31, 2014

3. Schedules of Cash Disbursements greater than or equal to $1,000 for the period of July 1 - August 31, 2014.

Corvallis School District 509J
Statement of Revenues and Expenditures
Fiscal Year to Date as of August 31, 2013 and 2014 Respectively (Unaudited)

General Fund

	FY2013-14			FY2014-15		
	Budget	Actual		Budget	Actual	
Revenues:						
Local Sources						
Property Taxes	$ 22,950,000	$ -	-	$ 23,137,983	$ -	-
Local Option Taxes	3,890,200	-	-	3,756,650	-	-
Earnings on Investments	100,000	7,438	7.4%	100,000	11,364	11.4%
Other	394,000	4,384	1.1%	394,000	2,854	0.7%
Intermediate Sources	260,000	-	-	260,000	-	-
State Sources						
General Support	24,719,368	6,613,181	26.8%	27,872,168	6,946,843	24.9%
State School Fund - Subaccount	-	-	-	-	-	-
Common School Fund	494,332	-	-	561,055	-	-
Other	83,000	-	-	33,000	-	-
Federal Sources	9,000	-	-	9,000	-	-
Total Revenue	$ 52,899,900	$ 6,625,003	12.5%	$ 56,123,856	$ 6,961,061	12.4%
Expenditures:						
Instruction	$ 32,546,155	$ 596,537	1.8%	$ 34,433,453	$ 402,376	1.2%
Supporting Services	21,588,032	2,760,903	12.8%	22,174,779	2,797,883	12.6%
Community Services	127,370	14,894	11.7%	127,184	14,973	11.8%
Facilities Improvements	1	-	-	1	-	-
Transfers to Other Funds	2	-	-	2	-	-
Total Expenditures	$ 54,261,560	$ 3,372,334	6.2%	$ 56,735,419	$ 3,215,232	5.7%
Excess of Revenues over Expenditures	$ (1,361,660)	$ 3,252,669		$ (611,563)	$ 3,745,829	
Beginning Fund Balance	6,324,100	6,629,956	104.8%	5,970,973	7,001,834	117.3%
Budgeted Contingencies	2,322,445	-		2,553,220	-	
Unappropriated Ending Fund Balance	2,639,995	-		2,806,190	-	
Fund Balance, August 31	$ -	$ 9,882,625		$ -	$ 10,747,663	

Corvallis School District 509J
Schedule of Investments
July 31, 2014

Type of Investment	Investment Date	Maturity/ Call Date	No. of Days	Bond Equivalent Yield	Purchase Price	Par (Maturity) Value
Total Investments outside of Local Government Investment Pool:					$ -	$ -
				Average Annualized Rate		
Local Government Investment Pool:						
General Account				0.54%		$ 22,433,810
Debt Service Account				0.54%		65
Subtotal LGIP [1]						$ 22,433,875
Local Government Investment Pool - Pension Bond Debt Service:						
Pension Bond Debt Service Account:[2]				0.54%		$ 355,959
Total Investments						$ 22,789,835

1. The maximum amount (in any combination of accounts) that the Local Government Investment Pool (LGIP) allows in an account is $45,405,443.
2. The PERS Bond Debt Service Account is outside of the LGIP limit, and collects the PERS intercept payments from the Basic School Fund for payment twice a year to the bond holders of the PERS bond debt.

Compliance with Investment Policy

Type of Investment	Maximum Percent of Portfolio per Policy	Current Percent
US Government-Sponsored Enterprises (Total):	90.0%	0.0%
US Treasury Obligations	100.0%	0.0%
Local Government Investment Pool	100.0%	100.0%
Bankers Acceptances	25.0%	0.0%
Repurchase Agreements	25.0%	0.0%
State and Local Government Securities	25.0%	0.0%
Time Certificates of Deposit & Collateralized Money Market	50.0%	0.0%
Commercial Paper (bonds and promissory notes issued by corporations)	10.0%	0.0%
TOTAL		100.00%

Benchmarks as of 7/31/14:

3-Month U. S. T-Bill bond equivalent yield:	0.02%
3-Mo. Jumbo CDs	0.03%

Corvallis School District 509J
Schedule of Investments
August 31, 2014

Type of Investment	Investment Date	Maturity/ Call Date	No. of Days	Bond Equivalent Yield	Purchase Price	Par (Maturity) Value
Total Investments outside of Local Government Investment Pool:					$ -	$ -
				Average Annualized Rate		
Local Government Investment Pool:						
General Account				0.54%		$ 23,498,995
Debt Service Account				0.54%		55
Subtotal LGIP [1]						$ 23,499,050
Local Government Investment Pool - Pension Bond Debt Service:						
Pension Bond Debt Service Account:[2]				0.54%		$ 539,522
Total Investments						$ 24,038,572

1. The maximum amount (in any combination of accounts) that the Local Government Investment Pool (LGIP) allows in an account is $45,405,443.
2. The PERS Bond Debt Service Account is outside of the LGIP limit, and collects the PERS intercept payments from the Basic School Fund for payment twice a year to the bond holders of the PERS bond debt.

Compliance with Investment Policy

Type of Investment	Maximum Percent of Portfolio per Policy	Current Percent
US Government-Sponsored Enterprises (Total):	90.0%	0.0%
US Treasury Obligations	100.0%	0.0%
Local Government Investment Pool	100.0%	100.0%
Bankers Acceptances	25.0%	0.0%
Repurchase Agreements	25.0%	0.0%
State and Local Government Securities	25.0%	0.0%
Time Certificates of Deposit & Collateralized Money Market	50.0%	0.0%
Commercial Paper (bonds and promissory notes issued by corporations)	10.0%	0.0%
TOTAL		100.00%

Benchmarks as of 8/31/14:

3-Month U. S. T-Bill bond equivalent yield:	0.02%
3-Mo. Jumbo CDs	0.03%

Corvallis School District 509J
Schedule of Cash Disbursements greater than or equal to $1,000
For the period of July 1, 2014 - July 31, 2014

Fund, Object, Vendor		Amount
100 - General Fund	**$**	**271,556.50**
Computer Software	**$**	**51,271.73**
PERFORMIO SOLUTIONS, INC. DBA EDCALI	$	40,000.00
SCHOOLDUDE.COM	$	11,271.73
Consumable Supplies and Materials	**$**	**37,855.82**
COASTWIDE LABORATORIES	$	24,640.95
HENDERSONS OFFICE SYSTEMS	$	2,043.03
E.S. CONSTANT COMPANY	$	1,788.49
IDENTISYS, INC	$	1,707.00
KING OFFICE EQUIPMENT INC	$	1,421.02
PART WORKS INC	$	1,656.77
TOTAL FILTRATION SERVICE INC	$	4,598.56
Dues and Fees	**$**	**8,724.87**
OREGON SCHOOL BOARDS ASSOCIATION	$	1,800.00
EDUCATION NORTHWEST	$	6,924.87
Printing and Binding	**$**	**1,302.73**
HENDERSONS OFFICE SYSTEMS	$	1,302.73
Reimbursable Student Transportation	**$**	**2,700.00**
GO GET'EM TAXI AND TRANSPORT LLC	$	2,700.00
Repairs and Maintenance Services	**$**	**40,038.61**
ADVANCED WOODCRAFT	$	5,003.20
EGNER ROOFING	$	2,409.16
HOLDERMAN PAVING, LLC	$	3,930.00
PROCTOR SALES INC.	$	2,496.25
TOM STEVENS BOILER REPAIRS INC	$	26,200.00
Travel, Out of District	**$**	**9,894.96**
AMERICAN ASSOC OF SCHOOL PERSONNEL	$	2,350.00
SCHOOLDUDE.COM	$	1,660.96
SOUTHWEST AIRLINES CO CENTRAL TKTG	$	5,884.00
Fuel	**$**	**6,763.42**
NW NATURAL	$	6,763.42
Electricity	**$**	**9,331.52**
CONSUMERS POWER INC	$	9,331.52
Charter School Payments	**$**	**99,672.84**
INAVALE COMMUNITY PARTNERS, INC	$	99,672.84
Petty Cash	**$**	**4,000.00**
CASH BOX - CORVALLIS HIGH SCHOOL ATH	$	2,000.00
CASH BOX FOR CRESCENT VALLEY HIGH SC	$	2,000.00
296 - Grants Fund	**$**	**3,360.00**
Computer Software	**$**	**3,360.00**
SHOWBIE, INC	$	3,360.00
297 - Student Body Funds	**$**	**2,840.59**
Consumable Supplies and Materials	**$**	**1,640.59**
MEDCO COMPANY	$	1,640.59
Travel, Student Out of District	**$**	**1,200.00**
YEARBOOKS NORTHWEST	$	1,200.00
203 - Food Service Fund	**$**	**5,524.48**
Food - Food Service Only	**$**	**5,524.48**
LOCHMEAD DAIRY	$	2,555.02
DUCK DELIVERY PRODUCE INC	$	1,860.53
FRANZ FAMILY BAKERIES	$	1,108.93
601 - Insurance Fund	**$**	**502,388.00**
Group Insurance	**$**	**200,830.00**
SAIF CORPORATION	$	200,830.00
Property Insurance Premiums	**$**	**156,770.00**
BARKER-UERLINGS INSURANCE, INC	$	156,770.00
Liability Insurance	**$**	**144,788.00**
PACE	$	144,788.00
Grand Total	**$**	**785,669.57**

Corvallis School District 509J
Schedule of Cash Disbursements greater than or equal to $1,000
For the period of August 1, 2014 - August 31, 2014

Fund, Object, Vendor	Amount
100 - General Fund	**$ 560,092.16**
Computer Software	**$ 60,796.68**
OETC	$ 26,892.68
ALEKS CORPORATION	$ 2,625.00
SIRSIDYNIX	$ 29,417.00
SAXTON BRADLEY	$ 1,862.00
Consumable Supplies and Materials	**$ 181,898.61**
COASTWIDE LABORATORIES	$ 5,133.72
OFFICE MAX	$ 3,599.26
ECO HOME COMFORT, LLC	$ 3,580.00
CHOWN HARDWARE	$ 8,055.09
FERGUSON ENTERPRISES INC	$ 1,635.27
APPLE, INC	$ 125,020.00
C & E STORAGE PRODUCTS, INC	$ 1,163.26
CENGAGE LEARNING	$ 1,499.30
CHRISTENSON ELECTRIC, INC.	$ 2,010.00
CYBER ACOUSTICS	$ 3,610.00
IDW LLC	$ 1,350.00
PLATT ELECTRIC SUPPLY CO	$ 1,579.52
REXIUS	$ 20,379.00
SHERWIN WILLIAMS	$ 1,094.70
WELLS FARGO REMITTANCE CENTER	$ 2,189.49
Dues and Fees	**$ 20,697.00**
COSA	$ 20,697.00
Other Non-instructional Professional and Te	**$ 3,692.50**
LARSON, KRISTINE	$ 3,692.50
Reimbursable Student Transportation	**$ 1,470.00**
GO GET'EM TAXI AND TRANSPORT LLC	$ 1,470.00
Repairs and Maintenance Services	**$ 112,571.11**
BENTON COUNTY PUBLIC WORKS	$ 1,839.75
ECO HOME COMFORT, LLC	$ 15,192.00
EGNER ROOFING	$ 1,312.00
HOLDERMAN PAVING, LLC	$ 6,040.00
BENSON'S INTERIORS, INC	$ 22,818.00
CAMPBELL CONSTRUCTION NW	$ 3,925.00
CARRIER COMMERCIAL SERVICE	$ 3,920.00
CASCADE CASEWORK CORP	$ 1,235.00
DENNIS GIBSON CONSTRUCTION, INC	$ 1,435.52
ESC AUTOMATION	$ 3,898.00
KONE INC	$ 5,460.00
NEW DIMENSION HARDWOOD FLOORS	$ 9,020.00
PACIFIC POWER PRODUCTS	$ 5,196.10
REYNOLDS ELECTRIC, INC.	$ 3,743.74
STOM PAINTERS, INC	$ 3,702.50
SYNERGY SECURITY SOLUTIONS	$ 17,665.50
TIM BREWER TREE & STUMP SERVICE INC	$ 3,275.00
W L THOMAS ENVIRONMENTAL, LLC	$ 2,893.00

Fund, Object, Vendor	Amount
100 - General Fund Continued	
Travel, Out of District	**$ 6,704.98**
COSA	$ 1,508.00
SUPES ACADEMY	$ 2,500.00
WELLS FARGO REMITTANCE CENTER	$ 1,226.98
BOOMERANG PROJECT	$ 1,470.00
Fuel	**$ 3,188.92**
BENTON COUNTY PUBLIC WORKS	$ 3,188.92
Electricity	**$ 42,029.53**
PACIFIC POWER AND LIGHT	$ 42,029.53
Charter School Payments	**$ 49,836.42**
INAVALE COMMUNITY PARTNERS, INC	$ 49,836.42
Accounts Payable	**$ 1,175.00**
OREGON SCHOOL ACTIVITIES ASSOCIATION	$ 1,175.00
Telephone	**$ 4,870.75**
AT&T MOBILITY-ACCT#837370420 (TECH)	$ 1,582.18
CENTURYLINK	$ 3,288.57
Other Communication Services	**$ 16,661.60**
CENTURYLINK	$ 1,340.34
CENTURYLINK.	$ 1,349.29
COMCAST/INSTITUTIONAL NETWORKS	$ 13,971.97
Water and Sewage	**$ 37,989.32**
CITY OF CORVALLIS	$ 37,989.32
Periodicals	**$ 9,779.00**
LIBRARY CORPORATION	$ 5,435.00
SCHOLASTIC DIGITAL	$ 4,344.00
Architect/Engineer Services	**$ 1,150.00**
PAUL L BENTLEY ARCHITECT	$ 1,150.00
Garbage	**$ 2,616.07**
REPUBLIC SERVICES	$ 2,616.07
Textbooks	**$ 1,585.50**
WELLS FARGO REMITTANCE CENTER	$ 1,585.50
Library Books	**$ 1,379.17**
INGRAM LIBRARY SERVICES	$ 1,379.17
296 - Grants Fund	**$ 108,791.97**
Consumable Supplies and Materials	**$ 101,176.49**
CDW GOVERNMENT INC	$ 85,827.65
CYBER ACOUSTICS	$ 7,457.00
SCHOOL SPECIALTY	$ 3,155.04
EATS AND TREATS CAFE	$ 1,400.00
PACIFIC NORTHWEST PUBLISHING	$ 3,336.80
Printing and Binding	**$ 1,048.20**
HENDERSONS OFFICE SYSTEMS	$ 1,048.20
Travel, Out of District	**$ 4,429.78**
COSA	$ 2,738.00
WELLS FARGO REMITTANCE CENTER	$ 1,691.78

Fund, Object, Vendor		Amount
296 - Grants Fund Continued		
Food	**$**	**2,137.50**
ANDERSONBLUES	$	2,137.50
297 - Student Body Funds	**$**	**19,563.57**
Consumable Supplies and Materials	**$**	**13,933.07**
MEDCO COMPANY	$	3,275.14
SEW ON	$	4,636.50
MUSIC THEATRE INTERNATIONAL	$	4,910.00
WILLIAM H SADLIER, INC	$	1,111.43
Other Non-instructional Professional and Te	**$**	**2,880.50**
MID-VALLEY VOLLEYBALL OFFICIALS ASSN	$	2,880.50
Travel, Student Out of District	**$**	**2,750.00**
OREGON ELITE ALL-STAR CHEERLEADING	$	2,750.00
204 - District Donation Fund	**$**	**19,725.19**
Consumable Supplies and Materials	**$**	**14,305.19**
SPAETH LUMBER & HOME CENTER	$	8,045.59
CAMPBELL CONSTRUCTION NW	$	3,234.60
BASHFUL BOB'S INC	$	3,025.00
Repairs and Maintenance Services	**$**	**5,420.00**
CAMPBELL CONSTRUCTION NW	$	3,725.00
APPLEGATE DOOR COMPANY	$	1,695.00
203 - Food Service Fund	**$**	**23,277.54**
Food - Food Service Only	**$**	**11,769.47**
LOCHMEAD DAIRY	$	2,657.60
DUCK DELIVERY PRODUCE INC	$	5,863.86
FRANZ FAMILY BAKERIES	$	1,051.34
SYSCO FOOD SERVICE	$	2,196.67
Repairs and Maintenance Services	**$**	**1,115.00**
WELLS FARGO REMITTANCE CENTER	$	1,115.00
Taxes and Licenses	**$**	**2,223.00**
BENTON COUNTY HEALTH DEPARTMENT	$	2,223.00
Inventories	**$**	**8,170.07**
MCDONALD WHOLESALE CO	$	3,435.47
SYSCO FOOD SERVICE	$	4,734.60
298 - Designated Revenue Fund	**$**	**3,355.00**
Repairs and Maintenance Services	**$**	**3,355.00**
STOM PAINTERS, INC	$	3,355.00

Fund, Object, Vendor		Amount
601 - Insurance Fund	**$**	**655,589.26**
Other Non-instructional Professional and Te	**$**	**10,934.16**
BARKER-UERLINGS INSURANCE, INC	$	5,456.16
CITY OF CORVALLIS_	$	5,478.00
Group Insurance	**$**	**376,885.10**
SAIF CORPORATION	$	1,375.81
LIFEMAP ASSURANCE COMPANY	$	8,611.04
REGENCE BCBS OF OREGON	$	355,099.25
WILLAMETTE DENTAL GROUP (GROUP Z13	$	11,799.00
Property Insurance Premiums	**$**	**267,770.00**
BARKER-UERLINGS INSURANCE, INC	$	267,770.00
Grand Total	**$**	**1,390,394.69**

Corvallis
SCHOOL DISTRICT

XIII. ADMINISTER OATH OF OFFICE TO INTERIM BOARD MEMBERS

XIV. ADJOURNMENT

*All times are approximate.

Note: The Chair of the Board may alter the order of business as they deem proper and necessary.

Corvallis
SCHOOL DISTRICT

Agendas – Agendas and supporting materials are available online at https://v3.boardbook.org/Public/PublicHome.aspx?ak=1000829 a few days before each School Board meeting. For more information, please contact Kim Nelson at kimberly.nelson@corvallis.k12.or.us.

Communication With The School Board – Communication with the Board can be made by telephone, letter, e-mail and public testimony. Letters may be addressed to individual Board members or the Board as a whole and sent to 1555 SW 35th Street, Corvallis, OR 97333. E-mail may be sent to schoolboard@corvallis.k12.or.us and will be sent to all board members simultaneously as well as to key District Office staff. For more information, please contact Kim Nelson at kimberly.nelson@corvallis.k12.or.us.

Consolidated Action Agenda – The purpose of the consolidated action agenda is to expedite action on routine agenda items. All agenda items that are not held for discussion at the request of a Board member or staff member will be approved/accepted as written as part of the consolidated motion. Items designated or held for discussion will be acted upon individually.

Public Comment –
Guidelines are at: https://www.csd509j.net/about-us/school-board/provide-input-and-be-informed/

Executive Session – Permissible purposes of Executive Sessions include: ORS 192.660(2)(a) – Employment of Public Officers, Employees and Agents; ORS 192.660(2)(b) – Discipline of Public Officers and Employees; ORS 192.660(2)(d) – Labor Negotiator Consultations; ORS 192.660(2)(e) – Real Property Transactions; ORS 192.660(2)(f) – Exempt Public Records; ORS 192.660(2)(h) – Legal Counsel; ORS 192.660(2)(i) – Performance Evaluations of Public Officers and Employees; ORS 192.660(2)(j) – Public Investments.

Grievance Process - ORS 192.705
Grievances alleging a violation by a governing body of provisions in Public Meetings Law may be submitted in writing to Kim Nelson at kim.nelson@corvallis.k12.or.us or submitted between 8:00 am – 5:00 pm Monday through Friday at 1555 SW 35th Street, Corvallis, OR 97333. Additional information is available on the district website.

SCHOOL BOARD MEMBERS			
Judah Largent	541-231-8415	Terese Jones, Co-Vice Chair	541-230-1673
Sami Al-Abdrabbuh	541-283-6611	Shauna Tominey, Co-Vice Chair	541-829-8411
Chris Hawkins	541-602-2045	Luhui Whitebear, Chair	541-714.3305
Bernie Wang	541-704-7298		

EXECUTIVE STAFF MEMBERS	
Ryan Noss, Superintendent	541-757-5841
Melissa Harder, Assistant Superintendent / Human Resources Director	541-766-4857
Lauren Wolfe, Finance Director	541-757-5874
Byron Bethards, Student Growth & Experience Director	541-757-5470
Kim Patten, Operations Director	541-757-3849
Kim Nelson, Executive Assistant to the Superintendent; Board Secretary	541-757-5841