LINCOLN COUNTY
SCHOOL DISTRICT

Dr. Majalise Tolan
Superintendent

District Office | Teaching & Learning Center
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Board of Directors
NOTICE OF A BOARD MEETING
Lincoln County School District Business Meeting of the Board

Date	**Tuesday, November 14, 2023**
Time	**6:30 PM**
Place	**Crestview Heights Elementary, 2750 S Crestline Dr, Waldport, OR 97394**

The Lincoln County School District Board of Directors has scheduled a Lincoln County School District Business Meeting of the Board of the Board beginning at 6:30 PM.

Public comment will only be heard if a specific public comment time is designated on the agenda. Not all meetings of the Board have public comment.
If you are a member of the community and wish to speak before the Board, please email the following information to eddie.symington@lincoln.k12.or.us by **12:00 pm on the business day prior to the meeting: Name, address and phone number (optional), and topic.** Once your request is received, you will be contacted with details regarding making the comment during the meeting. Public comment cards will also be available at the door and must be completed and given to the Board Secretary. All public comment will follow Board Policy BDDH – "Public Comment at Board Meetings."

The session will be streamed and can be accessed by visiting our website.

The agenda is attached.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting.

THIS NOTICE SATISFIES THE REQUIREMENTS OF ORS 192.630, 192.640 AND 332.045.
For further information or to request accommodations, please contact:
Eddie Symington, Assistant to the Superintendent and School Board
Lincoln County School District | 1212 NE Fogarty | Newport, OR 97365

LINCOLN COUNTY SCHOOL DISTRICT
Board of Directors – Lincoln County School District Business Meeting of the Board
Tuesday, November 14, 2023 - 6:30 PM
Crestview Heights Elementary, 2750 S Crestline Dr, Waldport, OR 97394

Agenda

1. Call to Order & Reading of Land Acknowledgment
2. Roll Call- Establishment of a quorum
3. Introductions
4. Communications
    - 4.a. Written
    - 4.b. From the Audience (This time is reserved for public comment on topics published on the Board's agenda)
    - 4.c. Recognition
        - 4.c.1. Special Student Recognition
    - 4.d. LCEA Report
5. Consultant Reports/Staff Reports/Student Reports
    - 5.a. Area Report
    - 5.b. Student Report
    - 5.c. Financial Report
        - 5.c.1. Board Financial Report

General Fund Revenue & Expenditure Summary (Unaudited)
Fiscal Year 2023-24
Year To Date Transactions as of October 31, 2023

	Period 1 Actual July '23	Period 2 Actual Aug '23	Period 3 Actual Sept '23	Period 4 Actual Oct '23	Period 5 Projected Nov '23	Period 6 Projected Dec '23	Period 7 Projected Jan '24	Period 8 Projected Feb '24	Period 9 Projected March '24	Period 10 Projected April '24	Period 11 Projected May '24	Period 12 Projected June '24	Period 13 Projected July '24	Projected 2023-24 Totals		Adopted 2023-24 BUDGET	Year-To-Date 2023-24 Actuals	% of Budget	YTD Diff Budget vs. Projected	% of Budget
REVENUES																				
LOCAL SOURCES:																				
Current year's levy		267			31,032,370	7,235,663	515,075	280,699	1,026,342	155,045	175,196	1,088,227	368,690	41,877,574	*	41,878,114	267		(540)	0%
Prior years' taxes		168,049	150,279	81,596	64,762	100,489	34,262	37,035	96,375	(36,429)	37,656	78,170	53,189	865,433	*	805,000	399,924		60,433	50%
Interest on Investments	157,070	168,033	156,991	156,221	20,240	56,327	53,169	45,656	47,193	31,260	37,640	34,650	15,697	980,147		400,000	638,315		580,147	160%
Fees Charged to Grants				4,214	28,912	36,489	46,956	42,779	50,703	65,496	29,382	132,169	74,394	511,494		550,000	4,214		(38,506)	1%
Rentals					1,510		1,446			1,446		1,221	217	5,840		10,000	-		(4,160)	0%
Contributions				591										591		0	591		591	#DIV/0!
Other Local Income	17,557	623	7,431	28,673	102,086	102,897	106,493	84,838	99,286	104,760	146,035	120,339	258,489	1,179,508		1,334,218	54,285		(154,710)	4%
INTERMEDIATE SOURCES:																	-			
ESD - Severe Disab Support					21,508	26,743	37,826	26,757		30,290	24,765	27,112		195,000		195,000	-		-	0%
County School Fund					68,817	39,728		37,116			67,541	24,411	19,439	257,053	*	300,000	-		(42,947)	0%
Other, Hvy Eq Rent Tax, etc		65	1,192											1,257			1,257		1,257	#DIV/0!
STATE SOURCES:																	-			
SSF- Current Year	3,958,011	1,977,818	1,977,818	1,977,818	1,951,917	1,891,138	1,891,376	1,911,680	1,894,980	1,931,348	1,934,662			23,298,566		23,130,549	9,891,465		168,017	43%
SSF- Prior Year														0			-		-	#DIV/0!
Common School Fund							141,491	141,169	122,344					405,004	*	701,538	-		(296,534)	0%
State Timber					118,330	68,327		63,425			115,728			365,810	*	500,000	-		(134,190)	0%
Unrstd Grants, HCD, Wildfire				1,525,352										1,525,352		910,136	1,525,352		615,216	168%
FEDERAL SOURCES:																	-			
Federal Forest Fees														0			-		-	#DIV/0!
Foster Care Transp Reimb									32,627			41,373		74,000		74,000	-		-	0%
OTHER RESOURCES:																	-			
Interfund Transfer														0		10	-		(10)	0%
Sale of Assets/Ins Proceeds														0			-		-	#DIV/0!
Beginning Fund Balance	15,908,692													15,908,692		14,115,000	15,908,692		1,793,692	113%
Total Monthly Revenues	**20,041,329**	**2,314,855**	**2,293,711**	**3,774,465**	**33,410,452**	**9,557,801**	**2,828,094**	**2,671,155**	**3,369,850**	**2,283,216**	**2,568,604**	**1,547,672**	**790,115**	**87,451,320**		**84,903,565**	**28,424,361**		**2,547,755**	**33%**
CUMULATIVE RESOURCES	**20,041,329**	**22,356,185**	**24,649,896**	**28,424,361**	**61,834,812**	**71,392,613**	**74,220,708**	**76,891,862**	**80,261,713**	**82,544,929**	**85,113,533**	**86,661,205**	**87,451,320**							
EXPENDITURES																				
Salaries (100)	602,384	794,932	2,630,859	2,655,067	2,709,743	2,617,229	2,585,234	2,678,310	2,607,465	2,565,843	2,691,761	6,432,074		31,570,900		31,281,886	6,683,242		289,014	21%
Employee benefits (200)	267,886	358,026	1,341,779	1,366,953	1,551,949	1,501,529	1,502,698	1,531,770	1,543,891	1,530,048	1,567,513	3,955,523	10,088	18,029,651		18,374,837	3,334,643		(345,186)	18%
Purchased services (300)	986,152	997,439	986,922	1,141,931	1,468,019	1,795,050	1,544,165	1,557,172	1,596,294	1,580,985	1,819,240	1,622,897	398,860	17,495,126		18,356,147	4,112,445		(861,021)	22%
Supplies (400)	105,077	183,578	216,157	172,562	182,910	160,021	149,530	141,805	138,828	195,198	302,785	353,263	219,521	2,521,235		2,750,414	677,374		(229,179)	25%
Capital outlay (500)	11,704				12,701	9,492		5,191	12,755	8,308	10,808	500	20,887	92,346		143,000	11,704		(50,654)	8%
Insurance/Other (600)	818,463	85,876	34,845	17,341	17,673	14,288	10,391	8,495	5,678	9,394	36,275	12,758	13,956	1,085,432		1,002,281	956,525		83,151	95%
Interfund Transfers (700)							4,305,000							4,305,000		4,305,000	-		-	0%
Contingency (800)														0		3,750,000	-			0%
Unappropriated Funds (800)														0		4,940,000	-			0%
Total Monthly Expenditures	**2,791,666**	**2,419,851**	**5,210,562**	**5,353,854**	**5,942,994**	**6,097,610**	**10,097,017**	**5,922,743**	**5,904,910**	**5,889,775**	**6,428,381**	**12,377,014**	**663,312**	**75,099,690**		**84,903,565**	**15,775,933**		**(1,113,875)**	**19%**
CUMULATIVE EXPENDITURES	**2,791,666**	**5,211,518**	**10,422,079**	**15,775,933**	**21,718,927**	**27,816,537**	**37,913,554**	**43,836,298**	**49,741,207**	**55,630,983**	**62,059,364**	**74,436,378**	**75,099,690**							
Month-end Fund Balance	**17,249,663**	**17,144,667**	**14,227,816**	**12,648,428**	**40,115,885**	**43,576,076**	**36,307,153**	**33,055,565**	**30,520,505**	**26,913,946**	**23,054,169**	**12,224,827**	**12,351,630**	**12,351,630**					**12,648,428**	

Revenue Assumptions:

Projection amounts based on Adopted Budget and avg % received during same time period over past 8 years

Beginning Fund Balance is estimated as of 9-7-23 & subject to change. It represents the bulk of current Excess Ending Fund Balance.

June ADM is final at 5,072.2, it has been adjusted down from 5,086.2

Local Revenue no longer includes Federal Forest Fees per OR legislation.

2022-23 Wildfire Funds

*** Local Revenue - Projected**	**43,770,874**
Local Revenue included in 6/26/23 SSF Estimate	44,194,830

Estimated 2023/24 SSF Adjustment (May 2025) **423,956** Depends on Actual Local Revenue at Yr End

Anticipated Ending Fund Balance **12,775,585**

Less Unappropriated Ending Fund Balance (7% Required) & Contingency (8,690,000)

Excess Ending Fund Balance **4,085,585**

Expenditure Assumptions:

Projection amounts based on Adopted Budget and avg % expended during same time period over past 8 years

Monthly ADM - Prior Years

2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
5,489.2	5,523.3	5,567.9	4,892.4	5,163.5	5,095.5
5,487.6	5,549.3	5,586.5	4,945.8	5,189.8	5,111.6
5,477.9	5,541.6	5,596.7	4,968.0	5,191.8	5,109.0
5,480.6	5,538.8	5,585.9	5,089.1	5,192.9	5,098.5
5,480.8	5,512.2	5,577.6	5,054.0	5,184.1	5,095.4
5,470.6	5,491.0	**5,569.1**	5,052.3	5,180.8	5,103.0
5,438.7	5,476.0	COVID-19	5,048.6	5,170.4	5,101.0
5,411.8	5,447.3	ADM Frozen	5,048.6	5,167.2	5,097.6
5,378.6	5,401.7	2nd Qtr (Dec)	5,049.0	5,157.0	5,093.8
5,332.9	5,482.5		5,090.2	5,122.6	5,007.0
5,443.2	5,482.5		5090.2	5122.6	5072.2

Monthly ADMr Comparison	Monthly ADM 2023-24	YTD ADM 2023-24
September	4,959.1	4,959.1
October	4,984.2	4,988.3
November		
December		
January		
February		
March		
April		
May		
June		
June YTD		

Lincoln County School District
2023-24 Monthly Comparison - General Fund Projected to Actual
October 2023

REVENUES	Projected**	Actual	Actual Compared to Projected		Comments
LOCAL SOURCES:					
Current year's levy	336		(336)	*	
Prior years' taxes	106,324	81,596	(24,729)	*	
Interest on Investments	12,717	156,221	143,505		Seg JE's not completed
Fees Charged to Grants	27,406	4,214	(23,192)		
Rentals	1,457		(1,457)		
Contributions		591	591		
Other Local Income	110,937	28,673	(82,263)		
INTERMEDIATE SOURCES:					
ESD - Severe Disability Support			-		
County School Fund	42,947		(42,947)	*	Not Received in Oct
Other, Hvy Eq Rent Tax, etc			-		
STATE SOURCES:					
SSF- Current Year	1,921,812	1,977,818	56,006	*	
SSF- Prior Year			-	*	
Common School Fund			-	*	
State Timber	71,070		(71,070)	*	Not Received in Oct
Unrestricted Grants		1,525,352	1,525,352	*	22/23 Wildfire Funds
FEDERAL SOURCES:					
Federal Forest Fees			-		No longer Local Revenue
Foster Care Transport Reimb			-		
OTHER RESOURCES:					
Interfund Transfer			-		
Sale of Assets/Ins Proceeds			-		
Beginning Fund Balance					
Total Monthly Revenue	**2,295,006**	**3,774,465**	**1,479,459**		
EXPENDITURES					
Salaries (100)	2,588,094	2,630,859	42,765		Contract Increases
Employee benefits (200)	1,498,999	1,341,779	(157,220)		
Purchased services (300)	1,459,354	986,922	(472,432)		
Supplies (400)	220,161	216,157	(4,004)		
Capital outlay (500)	6,882		(6,882)		
Insurance/Other (600)	20,149	34,845	14,696		Timing Differences
Interfund Transfers (700)					
Contingency (800)					
Unappropriated Funds (800)					
Total Monthly Expenditures	**5,793,639**	**5,210,562**	**(583,077)**		

*Indicates SSF formula revenue -- excesses are returned to the State

** Projections based on budget and average % received/expended during same time period over past 8 years

Lincoln County School District
2023-24 General Fund - Purchased Services Monthly Comparison
October 2023

	July	Aug	Sept		Oct	Nov	Dec	Jan	Feb	March	April	May	June	YTD Total
Prof Instruction Svcs	9,730	10,351	12,120		56,494									88,694
Cleaning Services		343,923	18,300	B	361,981									724,204
Repairs & Maint	5,104	48,291	18,620		9,196									81,211
Rentals	602	13,860	13,900		24,880									53,242
Utilities	7,603	37,963	97,251		117,301									260,118
Transportation	778	6,791	298,354	C	51,512									357,434
Travel	1,405	10,739	5,712		7,615									25,472
Telephone		8,000	8,761		9,106									25,867
Postage	559	1,893	3,555		2,290									8,297
Advertising		70	150											220
Printing & Binding		9,813	16,867		10,988									37,668
Data Lines		60	177		177									414
Charter School Pmts	914,194	457,783	457,783		457,783									2,287,543
Tuition		28,396	28,396		27,480									84,272
Audit Services														-
Legal Services			917		1,485									2,402
Architect/Engr Svcs			2,620											2,620
Neg/Labor Consltg														-
Managemnt Svcs														-
Data/Tech Svcs		3,000	1,500											4,500
Election Services					23									23
Other Gen Prof Svcs	46,178	16,508	1,940		3,620									68,245
Total	**986,152**	**997,439**	**986,922**		**1,141,931**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**4,112,445**
For Reference Only:														
Less Transportation	(778)	(6,791)	(298,354)		(51,512)	-	-	-	-	-	-	-	-	
Charter Sch Pmts	(914,194)	(457,783)	(457,783)		(457,783)	-	-	-	-	-	-	-	-	
Purchased Services	**71,180**	**532,866**	**230,785**		**632,636**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**A**

Notes:

A: Removing Transportation & Charter Payments with their irregular payment patterns from the totals smooths the monthly totals for comparison purposes. For Reference Only.

B: September & October Custodial Bills paid in October due to billing errors.

C: Waiting on corrected invoices to reflect contract amendment to increase driver wages.

LINCOLN COUNTY SCHOOL DISTRICT

2023-24 SPECIAL REVENUE FUNDS FINANCIAL STATEMENTS as of October 31, 2023 UNAUDITED

Special Revenues & Grants (200-285 & 900-994)	Budget	Encumb'd	YTD Actual	Remaining
Revenues:				
Local	754,099		182,852	571,247
Intermediate				
State	4,058,911		370,788	3,688,123
Federal	12,641,146		12,361	12,628,785
Fund Tfrs/Asset Sales				
Beg. Fund Balance *	1,384,117		1,509,745	(125,628)
Total Revenues	18,838,273		2,075,746	16,762,527
Expenditures:				
Instruction	7,848,625	2,251,266	800,347	4,797,012
Support Services	5,806,756	1,708,019	717,075	3,381,663
Enterprise	636,587	220,979	56,559	359,049
Facilities Acq & Const	3,446,650	560,286	1,935,511	950,853
End Fund Bal/Tfrs	1,099,655			1,099,655
Total Expenditures	18,838,273	4,740,550	3,509,492	10,588,231
Fund Balance			**(1,433,746)** ***	

Indigenous Peoples (286)	Budget	Encumb'd	YTD Actual	Remaining
Revenues:				
Local				
Fund Tfrs/Asset Sales				0
Beg. Fund Balance*	103,050		103,049	1
Total Revenues	103,050	0	103,049	1
Expenditures:				
Instruction	81,050			81,050
Support Services	22,000			22,000
End Fund Balance				0
Total Expenditures	103,050	0	0	103,050
Fund Balance			**103,049**	
Less Encumbered			0	
Available for Expenditure			**103,049**	

Musical Instruments (287)	Budget	Encumb'd	YTD Actual	Remaining
Revenues:				
Transfers				
Beg. Fund Balance*	505,000		301,643	203,357
Total Revenues	505,000		301,643	203,357
Expenditures:				
Instruction	295,000	39,545	23,229	232,226
Support Services	110,000		3,077	106,923
End Fund Balance	100,000	100,000		0
Total Expenditures	505,000	139,545	26,305	339,150
Fund Balance			**275,338**	
Less Encumbered			139,545	
Available for Expenditure			**135,793**	

Pre-School Promise (288)	Budget	Encumb'd	YTD Actual	Remaining
Revenues:				
State	523,800			523,800
Beg. Fund Balance*			12,229	(12,229)
Total Revenues	523,800		12,229	511,571
Expenditures:				
Instruction	372,943	309,437	69,559	(6,053)
Support Services	58,544	8,387	3,131	47,026
Enterprise	92,313			92,313
Facilities Acq & Const				
End Fund Balance				
Total Expenditures	523,800	317,823	72,690	133,286
Fund Balance			**(60,461)** ***	

Student Investment Account (289/989)	Budget	Encumb'd	YTD Actual	Remaining
Revenues:				
State	4,228,625			4,228,625
Beg. Fund Balance*			283,265	(283,265)
Total Revenues	4,228,625		283,265	3,945,360
Expenditures:				
Instruction	1,942,573	1,283,003	388,937	270,633
Support Services	2,284,052	1,808,542	577,696	(102,186)
Enterprise	2,000		210,410	(208,410)
Facilities Acq & Const				0
End Fund Balance				
Total Expenditures	4,228,625	3,091,545	1,177,042	(39,962)
Fund Balance			**(893,777)** ***	

Curriculum (290)	Budget	Encumb'd	YTD Actual	Remaining
Revenues:				
Transfers	1,600,000			1,600,000
Beg. Fund Balance*	1,900,000		1,900,000	0
Total Revenues	3,500,000		1,900,000	1,600,000
Expenditures:				
Instruction	360,000			360,000
Contingency	3,140,000			3,140,000
End Fund Balance				
Total Expenditures	3,500,000		0	3,500,000
Fund Balance			**1,900,000**	
Less Encumbered			0	
Available for Expenditure			**1,900,000**	

Small Schools Grant (291) WHS & Toledo 7-12	Budget	Encumb'd	YTD Actual	Remaining
Revenues:				
Local				
State	67,000			67,000
Beg. Fund Balance *	143,000		128,759	14,241
Total Revenues	210,000		128,759	81,241
Expenditures:				
Instruction	123,483	16,855	7,016	99,612
Support Services	19,517	435	2,360	16,722
Enterprise				0
Facilities Acq & Const				
End Fund Balance	67,000			67,000
Total Expenditures	210,000	17,290	9,376	183,334
Fund Balance			**119,383**	
Less Encumbered			17,290	
Available for Expenditure			**102,093**	

High School Success (292)	Budget	Encumb'd	YTD Actual	Remaining
Revenues:				
State	1,589,075			1,589,075
Beg. Fund Balance *			2,100	(2,100)
Total Revenues	1,589,075		2,100	1,586,975
Expenditures:				
Instruction	742,590	334,350	94,905	313,335
Support Services	846,485	470,186	210,887	165,412
End Fund Balance				
Total Expenditures	1,589,075	804,536	305,792	478,747
Fund Balance			**(303,692)** ***	

Building Maintenance (293)	Budget	Encumb'd	YTD Actual	Remaining
Revenues:				
Local	25,000		110	24,890
State				
Federal				
Fund Tfrs/Asset Sales	905,000			905,000
Beg. Fund Balance *	1,373,000		912,253	460,747
Total Revenues	2,303,000		912,363	1,390,637
Expenditures:				
Support Services	681,587	12,587	284,395	384,606
Enterprise				
Facilities Acq & Const	1,621,413	4,831	273,193	1,343,389
End Fund Bal/Tfrs				
Total Expenditures	2,303,000	17,417	557,588	1,727,995
Fund Balance			**354,775**	
Less Encumbered			17,417	
Available for Expenditure			**337,357**	

*** Beginning Fund Balances are Unaudited**
**** Fund Balances do NOT include encumbered expenditures**
***** Reimbursement Basis Grants, revenue received after funds expended, negative or low fund balance is normal**

LINCOLN COUNTY SCHOOL DISTRICT

2023-24 SPECIAL REVENUE FUNDS FINANCIAL STATEMENTS as of October 31, 2023 UNAUDITED

	Budget	Encumb'd	YTD Actual	Remaining
Food Services (294)				
Revenues:				
Local	190,100		20	190,080
State	35,000		43,412	(8,412)
Federal	3,663,253		19,049	3,644,204
Beg. Fund Balance *	900,000		1,377,555	(477,555)
Total Revenues	4,788,353		1,440,036	3,348,317
Expenditures:				
Instruction	115,160	58,944	30,330	25,886
Support Services	33,482	22,719	11,421	(658)
Enterprise	4,089,711	2,944,469	582,053	563,189
Facilities Acq & Const	300,000			300,000
End Fund Balance	250,000	250,000		0
Total Expenditures	4,788,353	3,276,132	623,804	888,417
Fund Balance			**816,232** ***	
Student Activities (295)				
Revenues:				
Local	1,300,000		439,567	860,433
Beg. Fund Balance *	1,325,000		1,243,422	81,578
Total Revenues	2,625,000		1,682,989	942,011
Expenditures:				
Instruction	1,315,000	60,177	262,471	992,352
Support Services	95,000	337	1,388	93,275
Enterprise	45,000		47,607	(2,607)
Contingency	1,170,000			1,170,000
Total Expenditures	2,625,000	60,514	311,466	2,253,021
Fund Balance			**1,371,523**	
Less Encumbered			60,514	
Available for Expenditure			**1,311,009**	
Outdoor School for All (296)				
Revenues:				
State	149,098			149,098
Total Revenues	149,098		0	149,098
Expenditures:				
Instruction	142,398	13,727	5,883	122,788
Support Services	6,700			6,700
Total Expenditures	149,098	13,727	5,883	129,488
Fund Balance			**(5,883)** ***	
ODE Facilities Grants (297)				
Revenues:				
State Sources	10,000			10,000
Total Revenues	**10,000**	**0**	**0**	**10,000**
Expenditures:				
Support Services	10,000			10,000
Total Expenditures	**10,000**	**0**	**0**	**10,000**
Fund Balance				

	Budget	Encumb'd	YTD Actual	Remaining
Technology (298)				
Revenues:				
Local	136,015			136,015
Local - Tech Fees	45,900		33,016	12,884
Transfers	1,600,000			1,600,000
Beg. Fund Balance*	1,446,893		1,715,212	(268,319)
Total Revenues	3,228,808		1,748,228	1,480,580
Expenditures:				
Instruction	37,500			37,500
Support Services	729,739	230,908	94,198	404,633
Contingency	2,461,569			2,461,569
End Fund Balance				0
Total Expenditures	3,228,808	230,908	94,198	2,903,702
Fund Balance			**1,654,030**	
Less Encumbered			230,908	
Available for Expenditure			**1,423,122**	
Vehicle Replacement (299)				
Revenues:				
Local	29,500			29,500
Sale of Assets				0
Beg. Fund Balance *	51,900		40,276	11,624
Total Revenues	81,400		40,276	41,124
Expenditures:				
Support Services	81,400			81,400
End Fund Balance				
Total Expenditures	81,400	0	0	81,400
Fund Balance			**40,276**	
Less Encumbered			0	
Available for Expenditure			**40,276**	
PERS Bonds Debt Service (320)				
Revenues:				
Local	5,082,765		968,728	4,114,037
Beg. Fund Balance *	10,563,450		10,595,489	(32,039)
Total Revenues	15,646,215		11,564,217	4,081,998
Expenditures:				
Debt Service	6,116,208			6,116,208
End Fund Balance	9,530,007	9,530,007		0
Total Expenditures	15,646,215	9,530,007	0	6,116,208
Fund Balance			**11,564,217**	
GO Bonds Debt Service (330 & 331)				
Revenues:				
Local	6,104,995		56,831	6,048,164
Transfers	1,431,655			1,431,655
Beg. Fund Balance *	1,354,500		1,320,605	33,895
Total Revenues	8,891,150		1,377,436	7,513,714
Expenditures:				
Debt Service	5,290,500			5,290,500
Transfers	1,431,650			1,431,650
End Fund Balance	2,169,000	2,169,000		0
Total Expenditures	8,891,150	2,169,000	0	6,722,150
Fund Balance			**1,377,436**	

	Budget	Encumb'd	YTD Actual	Remaining
Capital Construction Fund (405)				
Revenues:				
Local	1,095,672		139,945	955,727
Beg. Fund Balance *	1,563,700		1,779,558	(215,858)
Total Revenues	2,659,372		1,919,503	739,869
Expenditures:				
Support Services	459,372			
Facilities Acq & Const	2,200,000	74,078	532,536	1,593,387
End Fund Balance				
Total Expenditures	2,659,372	74,078	532,536	2,052,759
Fund Balance			**1,386,967**	
Less Encumbered			74,078	
Available for Expenditure			**1,312,889**	
Future Property Purchases Reserve (420)				
Revenues:				
Local	15,000			15,000
Fund Tfrs/Asset Sales				
Beg. Fund Balance *	1,061,018		1,068,738	(7,720)
Total Revenues	1,076,018		1,068,738	7,280
Expenditures:				
Facilities Acq & Const	1,076,018			1,076,018
Total Expenditures	1,076,018			1,076,018
Fund Balance			**1,068,738**	
Dental/Vision Self Insurance (610)				
Revenues:				
Local	963,000		180,478	782,522
Beg. Fund Balance *	1,215,000		1,176,546	38,454
Total Revenues	2,178,000		1,357,024	820,976
Expenditures:				
Support Services	870,000		275,468	594,532
Contingency	1,308,000			1,308,000
Total Expenditures	2,178,000		275,468	1,902,532
Fund Balance			**1,081,556**	
Less Encumbered			0	
Available for Expenditure			**1,081,556**	
District Medical Group HRA (620)				
Revenues:				
Local	874,600		176,563	698,037
Beg. Fund Balance	2,120,000		2,122,797	(2,797)
Total Revenues	2,994,600		2,299,360	695,240
Expenditures:				
Support Services	440,000	65,810	105,541	268,650
End Fund Balance	2,554,600			2,554,600
Total Expenditures	2,994,600	65,810	105,541	2,823,250
Fund Balance			**2,193,819**	
Less Encumbered			65,810	
Available for Expenditure			**2,128,010**	

*** Beginning Fund Balances are Unaudited**

**** Fund Balances do NOT include encumbered expenditures**

***** Reimbursement Basis Grants, revenue received after funds expended, negative or low fund balance is normal**

LINCOLN COUNTY SCHOOL DISTRICT
Bills & Claims Over $10,000 - All Funds
2023-24 Fiscal Year
October 2023

Date	Payee	Description	Amount
10/6/2023	SODEXO, INC & AFFILIATES (CUST)	MONTHLY CONTRACT SERVICES - SEPT & OCT	365,168.30
10/13/2023	OSBA	ANNUAL DUES, BOARDBOOK, POLICY UPDATES, CHARTER FEES	14,880.00
10/13/2023	E-THERAPY LLC	MONTHLY CONTRACT SERVICES - SPECIAL ED SLP	18,393.75
10/13/2023	WEBSTAURANT	NUTRITION SERVICES EQUIPMENT - VARIOUS LOCATIONS	16,668.78
10/13/2023	ROAD & DRIVEWAY CO	ADA STADIUM PAVING - TAHS	10,573.35
10/20/2023	WOOZ FLOORING	FLOORING - CVH	13,174.00
10/20/2023	LATHAM CENTERS, INC.	MONTHLY CONTRACT SVCS - SPECIAL ED OUT OF STATE TUITION	27,480.00
10/20/2023	DSL BUILDERS, LLC	YAQUINA VIEW GYM	168,855.21
10/27/2023	THE HELLO FOUNDATION, LLC	MONTHLY CONTRACT SERVICES - SPECIAL ED SLP	15,840.00
10/27/2023	THE CHILDREN'S HEALTH MARKET	HEALTH CURRICULUM	32,168.38
10/27/2023	SODEXO, INC & AFFILIATES (CAFE)	MONTHLY CONTRACT SERVICES	284,918.89
10/27/2023	RK CONSTRUCTION	SIDEWALKS & CONCESSIONS - TAHS	42,980.80
10/27/2023	COHEN AND PARK PORTRAIT STUDIO	BANNERS & MEAL CARDS	17,420.00
10/27/2023	ARMORZONE	FOOTBALL HELMET LEASES	22,035.00
10/27/2023	COMMUNITY SERVICES CONSORTIUM	23-24 SSF PASSTHROUGH	12,299.00
10/27/2023	EDDYVILLE CHARTER SCHOOL	23-24 SSF PASSTHROUGH	234,312.00
10/27/2023	SILETZ VALLEY CHARTER SCHOOL	23-24 SSF PASSTHROUGH	211,172.00

LINCOLN COUNTY SCHOOL DISTRICT
INVESTMENT REPORT
October 2023

Oregon State Treasury - Local Government Investment Pool

Beginning Balance	$ 26,636,022
Additions	1,617,418
Reductions	7,500,000
Ending Balance	**$ 20,753,440**

Oregon State Treasury - Local Government Investment Pool - 2002 PERS Bonds

Beginning Balance	$ -
Additions	1,186,834
Reductions	
Ending Balance	**$ 1,186,834**

Oregon State Treasury - Local Government Investment Pool - 2003 PERS Bonds

Beginning Balance	$ -
Additions	1,585,769
Reductions	
Ending Balance	**$ 1,585,769**

Oregon Coast Bank - Money Market Account

Beginning Balance	$ 11,108,825
Additions	7,548,668
Reductions	5,098,100
Ending Balance	**$ 13,559,393**

Oregon Coast Bank - 13 Month Time CD (Fund 331 QSCB Sinking Fund)

.75% APY

Beginning Balance	$ 378,515
Additions	-
Reductions	-
Ending Balance	**$ 378,515**

Monthly Totals

Beginning Balance	$ 38,123,362
Additions	$ 11,938,689
Reductions	$ 12,598,100
Ending Balance	**$ 37,463,951**

Interest Rates	**August**	**September**	**October**
LGIP	**4.42%**	**4.63%**	**4.90%**
Oregon Coast Bank	**4.59%**	**4.72%**	**4.99%**

5.d. First Student Report (Written)

Board Meeting 11/14/2023-Report Prepared by Darleen Van Riper, Location Manager First Student

Talking Points-Please contact me at Darleen.vanriper@firstgroup.com with any comments or questions.

1. **'Tis the Season**

   We have experienced our first freezing temperatures, and luckily, they did not affect transportation. When the weather forecast threatens with low temperatures and moisture, First Student's local team will be ready to head out as early as 3:00AM to check out the areas of Lincoln County that are known to be mostly affected by the cold. Snow Routes were updated and published to the districts' website.

2. **FS Safety Update: Safety Stand Down**

   Primary purpose was to bring together leadership to reinforce the organization's dedication to safety. Additionally, the stand down created awareness of risk factors to improve organizational results. The Safety Stand Down is a best practice across several industries and have enhanced safety cultures and improved safety performance for companies globally. The FS Safety Stand Down engaged all employees and included the following steps:

   - Leadership Commitment: Leadership demonstrated commitment during the Stand Down, not as passive listeners but as vocal advocates for safety. Active engagement sent a clear message that safety is a top organizational priority.
   - Address Recent Incidents: The calls acknowledged recent safety incidents. We emphasized the organization's responsibility to learn from these events and ensure they don't happen again.
   - Safety Vision: Discussed safety as our foundational value as an organization.
   - Personal Commitment: Leaders shared personal action plans that demonstrated their commitment to safety.
   - Highlight Safety Initiatives: Highlighted ongoing and upcoming safety initiatives- such as STF prevention, Driver Score and Coaching, and daily safety messages.
   - Safety Metrics: Provided insight into safety performance metrics and KPIs. This transparency reinforced the organization's commitment to data-driven decision-making and accountability.

3. **First Student Global Employee Engagement Survey**

   First Student will launch the Employee Engagement Survey beginning Monday, November 13 – Friday, December 1. As we continue to live out our First Student values, we want to hear from our employees, as it is essential for us as a company to get feedback from all employees to see where improvements can be made to continue to Set the Highest Standards.
   This year's Employee Engagement Survey is vital to successfully collecting valuable feedback from our employees. After hearing from our employees, we can then make more informed decisions about creating the most positive employee experiences leading to higher retention, productivity and overall morale.

4. **Driver/Candidate Comparison Report (as of 11/07/2023)**

	10/4/2023		11/7/2023	
Lincoln County Bus Routes	73	Driver Shortage	73	Driver Shortage
Drivers on hand (as of 11/07/2023, LOA excluded)	45	28	46	27
Out of Town Drivers	0	28	0	27
Routes not currently serviced (combos)	20	8	20	7
Other Considerations:				
Cover Drivers positions not staffed	4	32	4	31
Route Monitor positions not staffed	5		2	
Drivers on LOA/FMLA/WC (Regular & Casual)	0		4	
Casual Drivers with limited availability	9		9	
LCSD & FS Staff (1 & 9) Available to Drive	10		10	

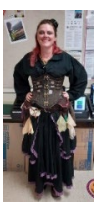
Please note that this information is subject to frequent changes.

We continue to cover routes with all hands on deck, and Annette as needed. Trips and Activities are covered by staff and other locations. Working with the ADs is a variable in the equation of making it work. We are lucky to have ADs who are willing and able to work with us to make transporting their athletes possible. We recently added one casual driver, two new riders and one CDL candidate who is riding while in training. We currently have 4 candidates in class and 3 in Behind-the-Wheel training.

5. **Halloween 2023**







FS Trick-or-Treaters were fed blood-red tomato soup, kidney-shaped twice baked potatoes and ooey-gooey grilled cheese sandwiches.

5.e. Food Services Report (Written)

6. Board Reports
7. Superintendent's Report
    7.a. Increase to Purchasing Threshhold Policy DJA

Lincoln County School District

Code: **DJA**
Adopted: 1/14/14
Revised/Readopted: 1/11/22
Orig. Code(s): DJA

District Procurement

1. **Contract Review Board**

   Pursuant to ORS 279A.060, the Board of the Lincoln County School District (the "Board") designates the Board as the Local Contract Review Board for the Lincoln County School District. The Board shall have all of the powers granted for contracts concerning the Lincoln County School District (the "district").

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

2. **Pursuant to ORS 279A.065(5)(a), the model rules adopted by the Attorney General under ORS 279A.065 do not apply to the district, except where specifically noted**. Articles I through XV are adopted pursuant to the authority granted to the Board by ORS 279A.065 and ORS 279A.070 for thepurpose of establishing standard procedures for awarding and entering into contract by the district. This resolution and its provisions, as may later be amended, shall constitute the means of carrying out the powers and duties of the Board under ORS Chapters 279A, 279B and 279C.

3. **Definitions**

   a. "Affected person" or "affected offeror" means a person whose ability to participate in a procurement is adversely affected by a decision of the district.
   b. "Competitive bidding" means the solicitation by the Board or public contracting officer of competitive offers which follow the formal process for advertising, bid and bid opening required of districts by Title 30 of the ORS and ORS Chapters 279A, 279B and 279C (and this policy).
   c. "Competitive quotes" means the solicitation of offers from competing vendors or providers of services. The solicitation may be made by advertisement or a request to vendors to make an offer. The solicitation and the offer may be in writing or oral.
   d. "Competitive range" means the proposers with whom the district will conduct discussions or negotiations if the contracting agency intends to conduct discussions or negotiations pursuant to ORS 279B.060 or ORS 279C.410.
   e. "Contract review authority" means the Board or the public contracting officer.
   f. "Goods and services" has the meaning set out in ORS 279B.005.
   g. "Offer" means a written offer to provide goods or services in response to a solicitation document.
   h. "Offeror" means a person who submits an offer.
   i. "Project" means the specific task or undertaking of constructing, reconstructing, renovating, maintaining or repairing real property and/or improvements thereon, which is customarily contracted or subcontracted as a single task or undertaking.
   j. "Public contracting officer" means the superintendent or designee and shall have general supervision of all public contracts for the district.

k. "Public contract" means a sale or other disposal, or a purchase, lease, rental or other acquisition by the district of personal property, services, including personal services, public improvements, public works, minor alterations or ordinary repair or maintenance necessary to preserve a public improvement. "Public contract" does not include grants.

l. "Public improvement" means a project for construction, reconstruction or major renovation on real property by or for the district. "Public improvement" does not include:

(1) Projects for which no funds of a contracting agency are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or

(2) Emergency work, minor alteration, ordinary repair or maintenance necessary to preserve a public improvement.

m. "Public improvement contract" means a public contract for a public improvement. "Public improvement contract" does not include a public contract for emergency work, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement.

n. "Solicitation document" means an Invitation to Bid, Request for Proposals, Request for Quotes or other similar document issued to invite offers from prospective contractors pursuant to ORS Chapter 279B or 279C. The following are not solicitation documents unless they invite offers from prospective contractors: a Request for Qualifications, a prequalification of bidders, a request for information or a request for product prequalification. A project-specific selection document under a price agreement that has resulted from a previous solicitation document is not itself a solicitation document.

o. "Writing" means letters, characters and symbols inscribed on paper by hand, print, type or other method of impression, intended to represent or convey particular ideas or meanings. "Writing," when required or permitted by law, or required or permitted in a solicitation document, also means letters, characters and symbols made in electronic form and intended to represent or convey particular ideas or meanings.

p. "Written" means existing in writing.

4. **Competitive Bids; Exemptions**

All Public Contracts shall be based upon formal competitive bids except:

a. Contracts made with other public agencies or the federal government.

b. Contracts which are for personal services. Prior to awarding a personal service contract the Board, the public contracting officer, or an agent of the Board or public contracting officer shall review the qualifications of the persons seeking to perform personal services to determine whether such persons are qualified and able to provide the services desired by the Board or the public contracting officer.

(1) The following are personal service contracts:

(a) Contracts for services performed as an independent contractor in a professional capacity, including but not limited to the services of an accountant; attorney; architectural or land use planning consultant; physician or dentist; registered professional engineer; appraiser or surveyor; passenger aircraft pilot; aerial photographer; timber cruiser; or broadcaster.

(b) Contracts for services as an artist in the performing or fine arts, including but not limited to photographer, film maker, painter, weaver, sculptor.
(c) Contracts for services of a specialized, creative and research oriented, noncommercial nature.
(d) Contract for services as a consultant.
(e) Contracts for educational and human custodial care services.

(2) The following are not personal service contracts:
(a) Contracts, even though in a professional capacity, if predominately for a product, e.g., a contract with a landscape architect to design a garden is for personal services, but a contract to design a garden and supply all shrubs and trees is predominately for a tangible product.
(b) A contract to supply labor which is of a type that can generally be done by any competent worker, e.g., janitorial, security guard, laundry, and landscape maintenance service contract.
(c) Contracts for trade-related activities considered to be labor and material contracts.
(d) Contracts for services of a trade-related activity, even though a specific license is required to engage in the activity. Examples are repair and/or maintenance of all types of equipment or structures.

c. Public contracts for the purchase of goods and services if the public contracting officer has determined that the awarding of the contract without formal competitive bidding will result in cost savings.

$25,000

(1) When the amount of the contract does not exceed ~~$10,000~~ the contract may be awarded without competitive bidding.

$25,000 $250,000

(2) When the amount of the contract is more than $~~10,000~~ but less than $~~150,000~~, the public contracting officer must obtain a minimum of three competitive quotes. The public contracting officer shall keep a written record of the source and amount of the quotes received. If three quotes are not available, a lesser number will suffice provided that a written record is made of the effort to obtain the quotes.

d. Public improvement contracts, if the public contracting officer has determined that the awarding of the contract without competitive bidding will result in cost savings:

$25,000

(1) When the amount of the contract does not exceed ~~$10,000~~ the contract may be awarded without competitive bidding.

$25,000

(2) When the amount of the contract is more than ~~$10,000~~ but less than $100,000 the public contracting officer must obtain a minimum of three competitive quotes.
(a) The public contracting officer shall keep a written record of the source and amount of the quotes received. If three quotes are not available, a lesser number will suffice provided that a written record is made of the effort to obtain the quotes.
(b) The public contracting officer shall award the contract to the prospective contractor whose quote will best serve the interests of the contracting agency, taking into account price as well as any other applicable factors such as, but not

limited to, experience, specific expertise, availability, project understanding, contractor capacity and responsibility. If an award is not made to the prospective contractor offering the lowest price quote, the contracting agency shall make a written record of the basis for award.

e. Contracts for the purchase of goods or services if the rate or price for the goods or services being purchased is established by federal, state or local regulatory authority.
f. Contracts for the purchase of copyrighted materials if there is only one supplier available for such goods.
g. Contracts for the sale or purchase of advertising, including that intended for the purpose of giving public notice.
h. Contracts for the purpose of investment of public funds or the borrowing of funds.
i. When the price of goods and services had been established by a requirements contract pursuant to this section, the public contracting officer may purchase the goods and services from the supplier without subsequent competitive bidding.

(1) The public contracting officer or Board, as applicable, may enter into requirements contracts (also known as a blanket purchase order or price agreement) whereby it is agreed to purchase requirements or an anticipated need at a predetermined price providing the following conditions are complied with:

(a) The contract must be let by competitive bidding pursuant to the requirements of this policy.
(b) The term of the contract, including renewals, does not exceed three years.
(c) The contract is subject to no less than 30 days cancellation by the supplier or district.

j. The public contracting officer may purchase goods or services available from only one source without competitive bidding:

(1) Upon a written determination:

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

(2) To the extent reasonably practical, the public contracting officer shall negotiate with the sole source to obtain contract terms advantageous to the district.

k. Any contract amendment, including change orders, extra work, field orders, or other change in the original specifications which changes the original contract price or alters the work to be performed, may be made with the contract or subject to the following conditions:

(1) The original contract was let by competitive bidding, unit prices or bid alternates were provided that established the cost for additional work, and a binding obligation exists on the parties covering the terms and conditions of the additional work; or
(2) The amount of the aggregate cost increase resulting from all amendments shall not exceed 10 percent of the initial contract, or 20 percent of the initial contract when the initial contract is for a face amount not exceeding $100,000. Amendments made pursuant to section 12 (a) of this Article are not included in computing the aggregate amount.

l. Contracts for the purchase of services, equipment or supplies for the maintenance, repair or conversion of existing equipment are exempt if required for the efficient utilization of the equipment. If practicable, competitive quotes shall be obtained.

m. Contracts for equipment repair or overhaul may be let without formal competitive bidding, subject to the following conditions:

(1) Service and/or parts required are unknown, and the cost cannot be determined without extensive preliminary dismantling or testing;
(2) Service and/or parts required are for sophisticated equipment for which specially trained personnel are required, and such personnel are available from only one source; or
(3) If the contract exceeds ~~$10,000~~, the public contracting officer shall document in its procurement file the reasons why competitive bids or quotes were deemed to be impractical. $25,000

n. Personal property may be disposed of without competitive bidding under any of the following conditions:

(1) There are specific statutory procedures for the sale of the type of property involved, and the property is disposed of according to those procedures;
(2) The property has a current market value of less than $10,000; or
(3) Except as provided in section (4) below, if the current market value of the property exceeds $10,000, the property must be offered for competitive written bid and be advertised in accordance with ORS 279B.055, or be offered for sale at public auction. If no bids are received or if a determination is made that the market value of the property exceeds the offer of the highest responsible bidder, all bids may be rejected, and the public contracting officer may negotiate a sale directly; or
(4) If the current market value of the property exceeds $10,000 and the Public Contracting Officer has made a recommendation to the Board, based on findings consistent with sound public contracting practices, and the Board approves such recommendation and adopts said findings, the superintendent or designee may negotiate the sale directly.

o. Cooperative procurements pursuant to ORS 279A.200 to ORS 279A.225.

5. **Exemptions for Additional Contracts**

a. For contracts other than public improvement contracts, the Board or the public contracting officer may request that the Local Contract Review Board exempt particular goods and services or particular classes of goods and services from competitive bidding. The request

shall be in writing, and shall set forth the proposed contracting procedure, the goods or services or the class of goods or services to be acquired through the special procurement and the circumstances that justify the use of a special procurement under the standards set forth.

b. The Board may approve the special procurement if it finds that the written request demonstrates that the use of a special procurement as described in the request, or an alternative procedure prescribed by the director or board, will:

    (1) Be unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts; and
    (2) Either:

        (a) Result in substantial cost savings to the contracting agency or to the public; or
        (b) Otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with requirements that are applicable for competitive sealed bids under ORS 279B.055, competitive sealed proposals under ORS 279B.060, small procurements under ORS 279B.065 or intermediate procurements under 279B.070 or under any rules adopted thereunder.

c. Notice of the contracting procedure proposed under section 5.a. and shall be published at least once in at least one newspaper of general circulation in the area where the contract is to be performed, or published electronically instead of in a newspaper of general circulation if the Board determines that electronically providing public notice of bids or proposals is likely to be cost-effective.

d. For public improvement contracts the Board may exempt contracts from competitive bidding as provided in ORS 279C.335.

e. The Board may designate goods, services, or classes of goods or services as sole source procurements and authorize the award of contracts regarding such goods, services, or classes of goods or services without competition for any or all of the following reasons:

    (1) That the efficient utilization of existing goods requires the acquisition of compatible goods or services;
    (2) That the goods or services required for the exchange of software or data with other public or private agencies are available from only one source;
    (3) That the goods or services are for use in a pilot or an experimental project;
    (4) There is an emergency condition which makes solicitation of or procurement from additional sources impractical;
    (5) There is only one source that meets the quality or specifications required of the goods or services;
    (6) Sole source procurement will result in substantial cost savings to the district; or
    (7) Other findings that support the conclusion that the goods or services are available from only one source.

6. **Emergency Contracts**

A contract may also be exempted from competitive bidding if the Board determines that emergency conditions require prompt execution of the contract. A determination of such an emergency shall be

entered into the record of the meeting at which the determination is made along with a description of the procurement method to be used in selecting a contractor.

7. **Brand Name Specification in Contracts**

a. Specifications for contracts shall not require any product by any brand name or make, nor the product of any particular manufacturer or seller, unless the product is exempt from this requirement under the provisions of items 8., 9. and 10 below.
b. If there is no other practical method of specification, public contracting agencies may designate a particular brand, make or product "or equal."

8. **Emergency Specifications**

a. The Board or the public contracting officer may specify the use of products of a particular brand or make in a contract when the Board has determined that emergency conditions exist pursuant to item 6. and the Board or the public contracting officer determines that such specifications are necessary to ensure prompt execution of the contract.

(1) The public contracting officer will prepare for Board review a single source qualification document outlining the emergency, cost of material, equipment, supplies and the vendor, and/or contractor purchased or contracted.

9. **Product Prequalification**

a. The Board or the public contracting officer may, for purchases of goods and services, prepare a list of approved products by reference to particular manufacturers or sellers may be specified in accordance with the following product prequalification procedure:

(1) Reasonable efforts shall be made to notify all known manufacturers or vendors of competitive products of the intention to accept applications for inclusion in the list of prequalified products. Notice shall be published at least once in at least one newspaper of general circulation in the area where the contract is to be performed. Notification shall include advertisement in a trade journal of statewide distribution when possible. The Board or the public contracting officer may authorize public notice of bids or proposals to be published electronically instead of in a newspaper of general circulation if the Board or the public contracting officer determines that electronically providing public notice of bids or proposals is likely to be cost-effective.
(2) Applications for prequalification of similar products are permitted up to 15 days prior to advertisement for bids on the product.
(3) The merits of an application for inclusion shall be determined through tests and/or examinations. The Board or the public contracting officer may make the test or examination results public in such a manner that protects the identity of the potential contractor, seller or supplier that offered the goods for testing or examination, including by using only numerical designations, and may keep confidential trade secrets, test data and similar information provided by a potential contractor, seller or supplier if so requested in writing by the potential contractor, seller or supplier.

(4) If an application for inclusion in a list of prequalified products is denied, or an existing prequalification revoked, the applicant shall be notified in writing. The applicant may, within three days after receipt of the notice, appeal the denial or revocation to the Board.

10. **Request for Proposal**

The Board or public contracting officer may, at their discretion, use request-for-proposal competitive procurement methods subject to the following conditions:

a. Contractual requirements are stated clearly in the solicitation document.
b. Evaluation criteria to be applied in awarding the contract and the role of an evaluation committee are stated clearly in the solicitation document.
c. Criteria used to identify the proposal that best meets the public contracting needs may include, but are not limited to, cost, quality, service, compatibility, product reliability, operating efficiency and expansion potential.
d. Solicitation clearly states all complaint processes and remedies available.
e. Solicitation document states the provisions made for vendors to comment on any specifications, which they feel, limit competition.

11. **Bidder Disqualification**

a. The public contracting officer may disqualify any person as a bidder on a contract if:

(1) The person does not have sufficient financial ability to perform the contract. Evidence that the person can acquire a surety bond in the amount and type required shall be sufficient to establish financial ability. If no performance bond is required, the public contracting officer may require such information, as he deems necessary to determine the bidder's financial ability;
(2) The person does not have equipment available to perform the contract;
(3) The person does not have personnel or sufficient experience to perform the contract; or
(4) The person has repeatedly breached contractual obligations to public and private contracting agencies.

b. If the public contracting officer does not qualify the bidder, he shall notify the bidder in writing and state therein the reasons for disqualification.
c. A bidder may appeal a notice of disqualification to the Board. The appeal must be filed with the public contracting officer in writing. The person appealing disqualification under subsections(1) through(4) above must notify the public contracting officer within three days after receipt of the notice referred to above of the person's intent to appeal. The notice of intent to appeal need not be in any particular form so long as it is in writing addressed to the public contracting officer and received within three business days after the contractor or bidder has received notice of Board disqualification.
d. Upon receipt of the notice of appeal, the public contracting officer shall forward to the Board the notice of disqualification and the record of investigation by the public contracting officer upon which the public contracting officer based its disqualification, together with the notice of appeal. The burden of sustaining the disqualification is upon the public contracting officer. For purpose of appeals, three members of the Board shall constitute a quorum. Meetings for

appeal purposed may be held on five days' notice to members. At any time prior to the meeting of the Board, a public contracting agency may reconsider its revocation or disqualification.

12. **Bid Rejection**

The public contracting officer or Board may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject all bids if it is in the public interest. The public contracting officer or Board may withdraw any solicitation for good cause when it is in the public interest to do so. The reasons for cancellation shall be kept as a public record.

13. **Retainage on Public Contracts**

a. The approved securities which shall be acceptable in lieu of retainage fees are as follows:

(1) Bills, certificates, notes or bonds of the United States;
(2) Other obligations of the United States or its agencies;
(3) Obligations of any corporation wholly owned by the federal government;
(4) Indebtedness of the Federal National Mortgage Association;
(5) General obligation bonds of the state of Oregon or any political subdivision thereof;
(6) Time certificates of deposit or savings account passbooks issued by a commercial bank, savings and loan association or mutual savings bank duly authorized to do business in Oregon;
(7) Corporate bonds rated "A" or better by a recognized rating service.

b. Deposits in lieu of retainage fees on public contracts shall be allowed as follows:

(1) If a contractor elects to deposit securities with a bank or trust company in lieu of retainage on public contracts, the securities shall be held by the custodian in fully transferable form and under the control of the public contracting officer.
(2) Nonnegotiable securities so deposited shall have proper instruments attached to enable the public contracting officer to effect transfer of title should the contractor be unable to fulfill the contract obligations.
(3) The custodian bank or trust company shall issue a safekeeping receipt for the securities to the public contracting officer. The receipt shall describe the securities, the par value, the name of the contractor and project number or other proper identification.
(4) Unless otherwise mutually agreed, the value placed upon said securities shall be market value.
(5) Securities deposited in the manner described above shall be released by the bank or trust company only upon the written instructions and authorization of the public contracting officer.
(6) in lieu of the above, an escrow agreement mutually acceptable to the contractor and the public contracting officer and the bank or trust company may be used.

14. **Award of Contracts**

The Board or public contracting officer shall award contracts to the lowest bidder except in any of the following circumstances:

a. The bidder has failed to substantially comply with either the specifications or any statutory requirements relating to the public contracting.
b. The bidder is disqualified by the Board or public contracting officer pursuant to item 12. of this board policy.
c. All Bids are rejected to further the public interest.

15. **Protests and Review**

a. An affected person may protest the approval of a special procurement. Before seeking judicial review of the approval of a special procurement, an affected person must file a written protest with the Board and exhaust all administrative remedies.

(1) The protest must be delivered to the Board within seven days after the first date of public notice of the approval of a special procurement, unless a different protest period is provided in the public notice of the approval of a special procurement.
(2) The written protest must include:

(a) A detailed statement of the legal and factual grounds for the protest;
(b) A description of the resulting harm to the affected person, and
(c) The relief requested.

(3) The Contract Review Authority shall not consider an affected person's protest of the approval of a special procurement submitted after the timeline established for submitting such protests under this rule. The Contract Review Authority shall issue a written disposition of the protest in a timely manner. If the Contract Review Authority upholds the protest, in whole or in part, it may in its sole discretion implement the sustained protest in the approval of the special procurement, or revoke the approval of the special procurement.

b. Protests of determinations by the Board that goods and services or classes of goods and services are sole-source procurements under item 5.e. of these rules shall be made to the Board within 30 days of the date of the board's determination. The protest must be in writing and must include a detailed statement of the factual and legal grounds of the protest, a description of the resulting harm to the petitioner, and a statement of relief requested. The Board shall issue a written disposition of the protest in a timely manner and make all appropriate dispositions as necessary.
c. Protests of multi-Tiered and multistep solicitations (as defined in the Oregon Public Contracting Code) shall be made in the following manner:

(1) An affected offeror may protest exclusion from the competitive range or from subsequent tiers or steps of a solicitation in accordance with this rule, except where modified by the applicable solicitation document. An affected offeror must file a written

protest with the Board and exhaust all administrative remedies before seeking judicial review.

(2) An affected offeror may protest the offeror's exclusion from a tier or step of competition only if:

(a) The offeror is responsible and submitted a responsive offer; and

(b) But for a mistake by the district in evaluating the offeror's or other offerors' offers, the protesting offeror would have been eligible to participate in the next tier or step of competition. (For example, the protesting offeror must claim it is eligible for inclusion in the competitive range if all ineligible higher-scoring offerors are removed from consideration, and that those ineligible offerors are ineligible for inclusion in the competitive range because: their proposals were not responsive, or the district committed a substantial violation of a provision in the solicitation document or of an applicable procurement statute or administrative rule, and the protesting offeror was unfairly evaluated and would have, but for such substantial violation, been included in the competitive range.)

(3) Unless otherwise specified in the solicitation document, an affected offeror must deliver a written protest to the Board within seven days after issuance of the notice of the competitive range or notice of subsequent tiers or steps.

(4) The affected offeror's protest shall be in writing and must specify the grounds upon which the protest is based.

(5) The Contract Review Authority shall not consider an affected offeror's multi-tiered or multistep solicitation protest submitted after the timeline established for submitting such protest under this rule, or such different time period as may be provided in the solicitation document.

(6) The Contract Review Authority shall issue a written disposition of the protest in a timely manner. If the Contract Review Authority upholds the protest, in whole or in part, the Contract Review Authority may in its sole discretion either issue an addendum reflecting its disposition or cancel the procurement or solicitation.

d. A prospective offeror may protest the procurement process or the solicitation document for a contract solicited under ORS 279B.055, 279B.060 and 279B.085 as set forth in ORS 279B.405(2). Unless otherwise specified in the solicitation document, a prospective offeror must deliver a written protest to the Board not less than 10 days prior to closing.

(1) In addition to the information required by ORS 279B.405(4), a prospective offeror's written protest shall include a statement of the desired changes to the procurement process or the solicitation documents that the prospective offeror believes will remedy the conditions upon which the protesting person offered the protest.

(2) No protest shall be considered unless it has been timely filed and meets the conditions set forth in ORS 279B.405(4). The Contract Review Authority shall issue a written disposition of the protest in accordance with the timeline set forth in ORS 279B.405(6). If the Contract Review Authority upholds the protest, in whole or in part, the Contract Review Authority may in its sole discretion either issue an addendum reflecting its disposition or cancel the procurement or solicitation.

(3) If the Board receives a protest from a prospective offeror in accordance with this rule the Contract Review Authority may extend the date of closing if the Board or designee determines an extension is necessary to consider and respond to the protest.
(4) Prior to the deadline for submitting a protest a prospective offeror may request that the Board clarify any provision of the solicitation document. Any clarification issued by the Contract Review Authority to an offeror, whether orally or in writing, does not change the solicitation document and is not binding on the district unless the district amends the solicitation document by addendum. Unless otherwise provided in the solicitation documents the submission of a request for clarification shall not affect the deadline for submitting a protest under this rule.

e. Protests pursuant to ORS 279B.410 shall be in writing and must be filed with the Board within seven days after the award of a contract, or issuance of the notice of intent to award the contract, whichever occurs first.

(1) The written protest shall specify the grounds of the protest to be considered by the Board.
(2) The Contract Review Authority shall issue a written disposition of the protest in a timely manner. If the Contract Review Board upholds the protest, in whole or in part, the Contract Review Authority may in its sole discretion either award the contract to the successful protestor or cancel the procurement or solicitation.

f. An affected person may protest a decision to exclude a product from a qualified products list in accordance with the procedure provided in item 9. An affected person must file a written protest and exhaust all administrative remedies before seeking judicial review of the qualified products list decision.
g. An affected person may protest a solicitation for a public improvement contract by filing a written protest with the Board not less than 10 days prior to closing.

(1) The written protest must be marked "Contract Provision Protest" and must reference the solicitation document number or other identification as specified in the solicitation document.
(2) The written protest shall include a detailed statement of the legal and factual grounds for the protest; a description of the resulting prejudice to the protesting person; and a statement of the desired changes to the contract terms and conditions, including any specifications.
(3) The Contract Review Authority shall provide notice to the applicable person if it entirely rejects a protest. If the Contract Review Authority agrees with the person's request or protest, in whole or in part, the Contract Review Authority shall either issue an addendum reflecting the determination or cancel the solicitation.

h. An adversely affected person may protest an award by the district of a Public Improvement Contract. The protest must be made within seven days of the date that the district sends by first class mail or otherwise issues a written Notice of Intent to Award to the adversely affected person, or within such other protest period as is provided under the solicitation document. If no other protest period is provided under the solicitation document and Notice of Intent to Award is issued to the adversely affected person the protest must be made within 14 days of the date of the contract award. An adversely affected person must exhaust all avenues of

administrative review and relief before seeking judicial review of the district's contractor selection or contract award decision.

(1) A person is adversely affected under this section only if the person is eligible for award of the contract as the responsible bidder submitting the lowest responsive Bid or the Responsible Proposer submitting the best Responsive Proposal and is next in line for award, i.e., the protesting person must claim that all lower bidders or higher-scored proposers are ineligible for award because:

(a) Their offers were nonresponsive; or
(b) The district committed a substantial violation of a provision in the solicitation document or of an applicable procurement statute or administrative rule, and the protesting person was unfairly evaluated and would have, but for such substantial violation, been the responsible bidder offering the lowest bid or the responsible proposer offering the highest-ranked proposal.

(2) A protest must be in writing and must specify the grounds upon which the protest is based.
(3) The Contract Review Authority shall issue a written disposition of the protest in a timely manner.

i. An adversely affected person may submit to the district a written protest of the district's decision to exclude the person from the competitive range pursuant to ORS 279C.410. Such protest must be made within seven days after issuance of the notice of the competitive range, unless a different protest period is provided under the solicitation document. An adversely affected person must exhaust all avenues of administrative review and relief before seeking judicial review of the decision to exclude the person from the competitive range.

(1) A person is adversely affected under this section only if the person is responsible and submitted a Responsive Proposal and is eligible for inclusion in the competitive range, i.e., the protesting proposer must claim it is eligible for inclusion in the competitive range if all ineligible higher-scoring proposers are removed from consideration, and that those ineligible proposers are ineligible for inclusion in the competitive range because:

(a) Their proposals were not responsive; or
(b) The district committed a substantial violation of a provision in the RFP or of an applicable procurement statute or administrative rule, and the protesting proposer was unfairly evaluated and would have, but for such substantial violation, been included in the competitive range.

(2) The protest must be in writing and must specify the grounds upon which the protest is based.
(3) The Contract Review Authority shall issue a written disposition of the protest in a timely manner.

16. **Analysis in Procurements**

For procurements estimated to cost in excess of $250,000 that are not for public improvements, the district shall, when required, comply with ORS 279B.030 to ORS 279B.036.

Findings of Fact for Adopting of Board Policy DJA

The Board of the district, acting as the Local Contract Review Board pursuant to 279A.050 and ORSA 279A.060, makes the following findings of fact in support of the class special procurements adopted in Sections f., g., i., l. and m. of item 4. of Board policy DJA - District Procurement regarding public contracting.

Generally, ORS 279B.085 empowers the Board acting as the Local Contract Review Board, to adopt rules exempting certain classes of contracts and class special procurements from competitive procurement upon approval of the following findings:

a. It is unlikely that such exemption will encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts; and
b. The awarding of public contracts pursuant to the exemption is reasonably expected to result in substantial cost savings to the district or otherwise substantially promotes the public interest in a manner that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055 (Competitive sealed bidding), 279B.060 (Competitive sealed proposals), 279B.065 (Small procurements) or 279B.070 (Intermediate procurements) or under any rules adopted thereunder.

Heading numbers found in this exhibit refer to the section number of item 4. of district Policy DJA Specific Findings – Class Special Procurements.

Item 4. a. – Copyrighted Material

Copyrighted materials are, by definition, ultimately available from only one source. The district typically purchases the bulk of its textbooks and other copyrighted material through various collective purchasing achieving substantial savings in both purchase and freight costs.

Accordingly the district finds that this exemption is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts and the awarding of public contracts pursuant to this exemption is expected to result in substantial cost savings to the district.

Item 4. f. – Advertising

Advertising media are generally, by their nature, unique and each variety of media and particular medium for advertising reaches a specific audience. There is limited competition for the sale of advertising space in daily newspapers of general, trade or business circulation in the vicinity of the district. Where the sources are unique, cost savings or differences are difficult and potentially expensive to quantify. Depending on the nature of the advertisement to be placed, different media

will be appropriate in different circumstances. Often advertising will need to be purchased on a time frame that would not allow competitive bidding.

The sale of advertising is not a procedure that lends itself to competitive bidding for the districts purposes. Such sales are generally accomplished for student activities and solicited by students – for example the sale of advertising in school newspapers and yearbooks. These publications have extremely limited circulation and many of the business participants do so in the spirit of good will. The district would not experience any enhanced revenue by seeking competitive bids or proposals for such advertising and, in fact, would probably incur additional administrative costs associated with the competitive process at the same time as depriving students of the education experience of engaging with local businesses in soliciting advertisements. This reasoning holds true for other student activities, such as athletics, drama or music events, and the like.

Accordingly, the district finds that this exemption is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts and the awarding of public contracts pursuant to this exemption is reasonably expected to lead to substantial cost savings to the district as well as otherwise substantially promotes the public interest in a manner that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055 (Competitive sealed bidding), 279B.060 (Competitive sealed proposals), 279B.065 (Small procurements) or 279B.070 (Intermediate procurements) or under any rules adopted thereunder.

Item 4. i. – Purchases under Existing Requirements Contract

Requirements contracts are initially awarded on a competitive basis. They are entered into precisely because they allow a competitive process to establish the cost for a longer term series of purchases, thus relieving the district of the expense of engaging in the process each time it makes a purchase. Because these contracts are initially awarded competitively, they are unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts and the awarding of public contracts pursuant to the exemption is reasonably expected to lead to substantial cost savings to the district.

Item 4. l. – Services, Equipment, or Supplies for the Maintenance, Repair, or Conversion of Existing Equipment

Services, equipment and supplies for maintenance, repair or conversion of existing equipment are frequently specific to the particular brand or type of equipment involved. Often the need for these goods or services cannot be reasonably anticipated. The number of vendors or suppliers in the area able to supply these things is limited. Delay is frequently costly. Sophisticated equipment may require particular parts or supplies available from only one source. Often, a piece of equipment will have a warranty in place which covers some, but not necessarily all of the necessary parts or supplies – however such warranties frequently restrict the sources from which the necessary items may be acquired.

Accordingly, the district finds that contracts entered into under this exemption are unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts and the awarding of public contracts pursuant to the exemption is reasonably expected to lead to substantial cost savings to the district.

Item 4. m. – Equipment Repair or Overhaul

The need for equipment repair or overhaul cannot be anticipated by district staff. If a piece of equipment is not working properly, the district incurs the costs of downtime, potential rental fees for replacement equipment, as well as staff time and other inconveniences or liabilities to its programs. The number of vendors in the area who are able to perform repair or overhaul on a particular piece of equipment is limited due to the specialized knowledge generally involved. Sophisticated equipment may require specially trained personnel available from only one source. Often, a piece of equipment will have a warranty in place which covers a part, but not all of the repairs – however such warranties frequently restrict the parties that may perform the work.

Accordingly, the district finds that contracts entered into under this exemption are unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts and the awarding of public contracts pursuant to the exemption is reasonably expected to lead to substantial cost savings to the district.

END OF POLICY

Legal Reference(s):

ORS 244.040
ORS Chapters 279, 279A, 279B, 279C
ORS 294.311
ORS 328.441 - 328.470
ORS 332.075
OAR 125-025-0040

Cross Reference(s):

DJ - District Purchasing
DJB - Petty Cash Accounts
DJG - Vendor Relations
DK - Payment Procedures
EH - Electronic Data Management

8. Adoption of the Consent Calendar
    8.a. Minutes of the Board

Lincoln County School District Business Meeting of the Board
Tuesday, October 10, 2023 Executive Session- 5:30 Re: (ORS 192.660(2)(i)), (ORS 192.660(2)(b)), & (ORS 332.061(1)) Regular Business Meeting- 6:30

Toledo Elementary
600 SE Sturdevant Rd
Toledo, OR 97391

1. Executive Session 5:30-6:30

2. Business Meeting - Call to Order & Reading of Land Acknowledgment
The meeting was called to order at 6:35.

Board Member Rawles read the LCSD Land Acknowledgment.

3. Roll Call- Establishment of a quorum
Present:
Board Chair Vince
Board Vice-Chair Martin
Board Member McKinley
Board Member Rawles

Excused:
Board Member Cawley

4. Introductions
None

5. Communications

5.a. Written
Dr. Tolan highlighted the letter in the Board Folder that was sent to the District in appreciation for the support of the football athlete that was injured in Toledo.

5.b. From the Audience (This time is reserved for public comment on topics published on the Board's agenda)
There was no public comment on topics published on the Board's agenda.

5.c. Recognition

5.c.1. Regional Teacher of The Year
Dr. Tolan announced that Adam Galen from Sam Case was selected as this years Regional Teacher of the Year.

5.d. LCEA Report
The Board heard from the LCEA President and East County Area Director. President Venture spoke about homecomings and spirit week and invited the Board to the Toledo community parade for homecoming. The LCEA has been participating in professional development in areas outside of their subject areas. She noted that there is an extreme uptick in student behavior. The east county Area Director shared this month's Educator Shoutouts with the

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Board. Superintendent Dr. Tolan gave a shoutout to Elizabeth Soper and Tim Chase, music teachers from Waldport and Toledo.

6. Consultant Reports/Staff Reports/Student Reports

6.a. Area Report
The Board heard the East Area Report from Principal Minch of Toledo Jr/Sr and Assistant Principal Fletcher of Toledo Elementary. Both schools highlighted that their building goals were around attendance and they shared with the Board some of the strategies they are using to accomplish their goals.

6.b. Student Report
The Board heard from three student representatives from Toledo Jr/Sr. They shared about the school's newly elected student representatives, the improvement in the school lunches, which include a new soup and salad bar, and the upcoming Boomer Bash for Homecoming.

6.c. Financial Report

6.c.1. September Board Financial Report
The Board heard the monthly financial report from Business Services Director Kim Cusick.

6.d. First Student Report (Written)
The Board heard briefly from Darlene VanRiper, LCSD Location manager for First Student. She noted that another driver had passed away that worked in North County. She spoke about the new referral process and how drivers are adjusting to the new process. Lastly, she spoke about a recent medical emergency on a bus in South county.

6.e. Food Services Report (Written)
There was no Food Service report.

7. Board Reports
Board Member McKinley reported the loss of Rodger Grady, a former LCSD Board Member, ASPIRE volunteer, and active community member from Waldport.
Vice Chair Martin reported that she attended Newport High School's Site Council meeting.
Board Member Rawles reported that he also attended the Newport High School Site Council Meeting with Vice-Chair Martin.
Board Chair Vince attended the Gear-Up/ASPIRE meeting at Toledo Jr/Sr.

8. Superintendent's Report

8.a. 2021-2022 Division 22 Assurance Review
Superintendent Dr. Tolan presented the 2022-2023 Division 22 standards to the Board. She reported that we were out of compliance in one area which was in PE minutes. She noted that we would not be out of compliance in next year's report. The Board had no followup questions and understood that this report would be submitted to the Oregon Department of Education in November.

8.b. First Read of Policy
Superintendent Dr. Tolan gave a brief runthrough of the policies that were being updated after OSBA's last release. The policies will be up for approval during the November meeting and if approved, they will be updated and posted.

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9. Adoption of the Consent Calendar
The Chair entertained a motion to approve the consent calendar as published in the October 2023 board folder. The motion was set forth by Board Member Rawles, seconded by Board Vice-Chair Martin and passed unanimously.

9.a. Minutes of the Board

9.b. Human Resources

9.b.1. Personnel Action

9.c. Board

9.c.1. Second Reading/Adoption of Policy AC

10. Action Items

10.a. Facilities & Maintenance/Transportation/Food Services

10.a.1. Holly Farm Grading Bid
The Chair entertained a motion to postpone the previously planned grading project scheduled at the Holly Farm in Lincoln City until future plans are made. The motion was set forth by Board Member Rawles, seconded by Board Member McKinley and passed unanimously.

11. Items of Information & Discussion

11.a. Business Services

11.a.1. 24-25 Budget Calendar Draft
The Board heard from Business Services Director Kim Cusick on this year's Budget Committee calendar. She noted that three Budget Committee positions will be open this year and the declaration of those vacancies will be at the November 14th meeting.

11.b. Facilities & Maintenance/Transportation/Food Services

11.b.1. Construction Excise Tax Rate
The Board heard from Facilities Director Belloni on the annual increase in the Construction Excise Tax rate as aloud by the State of Oregon. The Board will be voting in November on this increase.

11.c. Board

11.c.1. Public Comment (This time is reserved for general public comment to the Board)
The Board heard from two individuals of the public

Community member one spoke about a student that had been excluded from enrollment at Newport High School because she had already graduated from a school in Equidor. They felt that the Equidorian diploma is not equivalent to a US diploma and therefore should be permitted to enroll at Newport High School. Community member one believed that the District was not extending equitable practices by excluding the individual and he stated he would be appealing the decision of the Superintendent not to enroll.

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Community member two asked the Board to have the district reconsider the designation of bathrooms/lockerrooms in the schools. He asked that restroom/ locker room designation be set based on a student's biological gender. Superintendent Dr. Tolan extended an invitation to community member two to meet with her to further discuss the topic.

11.c.2. Board Work Session Calendar
The Board shared their work session calendar and noted that it would be subject to change as the year progressed and topics were needed.

11.d. Other

11.d.1. Reminders/Announcements

10/13: The Right to Read Documentary 12:45-4:00 at YV (Movie time had to change to 12:45 with a discussion to follow.)

10/24: Board Work Session 5:00 @ TLC

11/14: Board meetings 5:00 & 6:30 @ Crestview Heights, Waldport

11.e. Adjournment
With no further business, the meeting was adjourned at 7:58 by Board Chair Vince.

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8.b. Human Resources

8.b.1. Personnel Action

Board Agenda — November 14, 2023 — Personnel Action

Classified Hire(s):

Tammie Berreth	Title Teaching Asst/Yaquina View
Josie Lewis	Special Education Teaching Asst/Eddyville
Loren Newman	Media & Technology Teaching Asst/Sam Case

Coach Hire(s):

Kathy Benzo	Asst Swim/Newport High

Resignation(s):

Brenda DeBates	TOSA Reading Specialist District Office	8/21/2023 – 10/23/2023 Resignation
Stacia Fletcher	Assistant Principal Toledo Elementary School	7/1/2023 – 10/27/2023 Resignation
Mindy Mitchell	Early Childhood Teaching Asst Oceanlake	10/9/2023 – 10/27/2023 Resignation
Ricardo Rodriguez	Bilingual Tutor Oceanlake	10/6/2023 – 10/27/2023 Resignation
Daniel Trevino	Painter/Drywall Facilities & Maintenance	6/12/2023 – 10/16/2023 Resignation

8.c. Business Services

8.c.1. 24-25 Budget Calendar Draft

Lincoln County School District
2024-25 Budget Calendar & Process
DRAFT 9-29-23

*	10/10/2023	Draft Budget Calendar Presented to Board
*	11/14/2023	Board Approves Budget Calendar Board Announces Budget Committee Vacancies Zones 1, 2, 3 & 5 - Advertising Begins
	December & January	Budget Committee Vacancies Advertised
	December, January & February	Superintendent, Learning Support Team and Principals meet to discuss budget needs to support Board goals and to update the Integrated Grants Plan. Community Forums or other feedback methods are conducted for Integrated Grants and ESSER funding.
*	1/23/2024	Board Work Session to develop Board Budget Goals LST will attend to answer Board questions about programs
	2/1/2024	Budget Committee Candidate Names/Applications Due to Board
*	2/13/2024	Board interviews and appoints Budget Committee Member Zones 1, 2, 3 & 5
*	2/13/2024	2024-25 Integrated Grants Application presented to Board if amended
	3/1/2024	Budget allocations distributed to all Administrators on staffing sheets
	3/4/2024	First Official State Estimate of Funding Released by ODE
*	3/12/2024	Board Approval of 2024-25 Integrated Grants Application if amended, due March 31st
	3/18-3/20/2024	LST meets regionally with principals to review school budget staffing sheets
	3/22/2024	Staffing Sheets due to Business Office - All Buildings & Central Departments Final Budget Decisions made by LST
	April	Business office prepares Proposed Budget Document
	TBD - April	Budget Committee Training
	5/3/2024 5/10/2024	Budget Committee Meeting notice posted on the District's website and published in the News Times
	5/9/2024	Proposed Budget document delivered to Budget Committee and available for public review on District Website
	5/16/24 5/21/24 5/23/24	Budget Committee Meetings: 6:30 pm, Teaching & Learning Center 6:30 pm, if needed at Teaching & Learning Center 6:30 pm, if needed at Teaching & Learning Center
	5/31/2024	Budget Hearing Notice published in the NewsTimes Official publication requirements for public hearing: 1 notice at least 5 days but no more than 25 days before meeting
*	6/11/2024	Board Conducts Public Hearing on Approved Budget Resolution for Adoption, Appropriations & Levy approved by Board

Board
Budget Committee

* Regular Board Meeting or Board Work Session

8.d. Board

8.d.1. Second Reading/Adoption of Policy

OSBA Model Sample Policy

Code: BD/BDA
Adopted:

Board Meetings

{Optional policy. School boards must follow public meeting law regardless of whether the board adopts this policy. This policy reflects public meeting law as amended by House Bill 2805 (2023).}

The Board has the authority to act only when a quorum is present at a duly called regular, special or emergency meeting. "Meeting" means the convening[1] of a quorum of the Board as the district's governing body to make a decision[2] or to deliberate[3] toward a decision on any matter. This includes meeting for the purpose of gathering information to serve as the basis for a subsequent decision or recommendation by the Board~~governing body~~, i.e. a work session. "Meeting" does not include any on-site inspection of any project or program the attendance of members of the Board at any national, regional or state association to which the Board or its members belong.

The affirmative vote of the majority of members of the Board is required to transact any business.

All regular, special and emergency meetings of the Board will be open to the public except as provided by law. Access to and the ability to attend all meetings (excluding executive sessions) by telephone, video or other electronic or virtual means will be made available when reasonably possible. All meetings will be conducted in compliance with state and federal statutes. [For information how to give or submit public comment [it is outlined in Board policy BDDH - Public Comment at Board Meetings[4]] [and/or] [posted on the district's website].]

All Board meetings, including Board retreats and work sessions, will be held within district boundaries, except as allowed by law[5]. The Board may attend training sessions outside the district boundaries but cannot deliberate or discuss district business. No meeting will be held at any place where discrimination

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[1] "Convening" means: (a) Gathering in a physical location; (b) Using electronic, video or telephonic technology to be able to communicate contemporaneously among participants; (c) Using serial electronic written communications among participants; or (d) Using an intermediary to communicate among participants.

[2] "Decision" means any determination, action, vote or final disposition upon a motion, proposal, resolution, order, ordinance or measure on which a vote of a governing body is required, at any meeting at which a quorum is present.

[3] "Deliberation" means discussion or communication that is part of a decision-making process.

[[4] When telephone or other electronic means of communication is used during a meeting open to the public, the Board shall make at least one place available to the public where, or at least one electronic means by which, the public can listen during the meeting. At all meetings of the Board open to the public, the public will be provided an opportunity, to the extent reasonably possible, to access and attend the meeting by telephone, video or other electronic or virtual means. If in-person oral testimony (or public comment) is allowed, the public will be provided, to the extent reasonably possible, an opportunity to submit oral testimony during the meeting[, at the designated portion of the agenda,] by telephone, video or other electronic or other means. If in-person written testimony is allowed, the public will be provided, to the extent reasonably possible, an opportunity to submit written testimony including by email or other electronic means, so that the Board is able to consider the submitted testimony in a timely manner.]

[5] ORS 192.630(4). Meetings of the governing body of a public body shall be held within the geographic boundaries over which the public body has jurisdiction, or at the administrative headquarters of the public body or at the other nearest practical location. Training sessions may be held outside the jurisdiction if no deliberations toward a decision are involved.

on the basis of disability, race, creed, color, sex, sexual orientation, gender identity, age or national origin is practiced.

The Board will give public notice reasonably calculated to give actual notice to interested persons, including the news media which have requested notice~~ose with disabilities~~, of the time and place for all Board meetings and of the principal subjects to be considered. The Board may consider additional subjects at a meeting, even if they ~~were~~are not included in the notice.

If requested to do so at least 48 hours before a meeting held in public, the Board shall make a good faith effort to provide an interpreter for hearing-impaired persons. If the meeting is being held upon less than 48 hours' notice and a request for an interpreter is made, the Board shall make a reasonable effort to have an interpreter present. Other appropriate auxiliary aids and services will be provided upon request and appropriate advance notice.

[If requested to do so at least [72] hours before a meeting held in public, the Board will make a reasonable effort to provide translation services.{[6]}]

All meetings held in public shall comply with the Oregon Indoor Clean Air Act.

[The possession of dangerous or deadly weapons and firearms, as defined in law and Board policy, is prohibited on district property.]

1. Regular, Special and Emergency Meetings

   Generally, a regular Board meeting will be held each month. The regular meeting schedule will be established at the annual organizational meeting and may be changed by the Board with proper notice. The purpose of each regular monthly meeting will be to conduct the regular Board business.

   No later than the next regular meeting following July 1, the Board will hold the annual organizational meeting to elect Board officers for the coming year and to establish the year's schedule of Board meetings. In Board election years (odd numbered years), the first meeting will be held no later than July 31.

   Special meetings can be convened by the Board chair, upon request of three Board members, or by common consent of the Board at any time to discuss any topic. [A special meeting may ~~also~~ be scheduled if less than a quorum is present at a meeting,~~or~~ additional business still needs to be conducted at the ending time of a meeting, conducting business prior to the next regular meeting would be advantageous to the district or other reasons.] At least 24 hours' notice must be provided to all Board members, the news media~~,~~ which have requested notice, and the general public for any special meeting.

   Emergency meetings can be called by the Board in the case of an actual emergency upon appropriate notice under the circumstances. The minutes of the emergency meeting must describe the emergency. Only topics necessitated by the emergency may be discussed or acted upon at the emergency meeting.

{[6] Districts are encouraged to evaluate translation needs and resources prior to adding this language. A district may decide that translating the agenda, minutes or other documents, or public comment is sufficient.}

2. Communications Outside of Board Meetings

Communications, to, by and among a quorum of Board members outside of a legally called Board meeting, in their capacity as Board members, shall not be used for the purpose of discussing district business. This includes electronic, video or telephonic communications, serial electronic communications among participants and using an intermediary to communicate among participants. Such~~Electronic~~ communications among Board members shall be limited to messages not involving deliberation, debate, decision-making or gathering of information on which to deliberate.

~~Electronic communications may contain:~~Communications outside of a Board meeting may contain:

a. Communications to, between or among members of a governing body that are:

(1) Purely factual or educational in nature and that convey no deliberation or decision on any matter that might reasonably come before the Board (including agendas and information concerning agenda items);
(2) Not related to any matter that, at any time, could reasonably be foreseen to come before the Board for deliberation and decision; or
(3) Nonsubstantive in nature, such as communication relating to scheduling, leaves of absence and other similar matters; or

~~b. Agenda item suggestions;~~
~~c. Reminders regarding meeting times, dates and places;~~
~~d. Board meeting agendas or information concerning agenda items;~~
~~e. One-way information from Board members or the superintendent to each Board member (e.g., an article on student achievement or to share a report on district progress on goals);~~
~~f.~~b. Individual responses to questions posed by community members, subject to other limitations in Board policy.

[E-mails sent to other Board members will have the following notice:

Important: Please do not reply or forward this communication if this communication constitutes a decision or deliberation toward a decision between and among a quorum of a governing body which could be considered a public meeting. Electronic communications on district business are governed by public meetings law.]

3. Private or Social Meetings

Private or social meetings of a quorum of the Board for the purpose of making a decision or to deliberate toward a decision on any matter are prohibited by public meetings law.

4. Work Sessions

The Board may use regular or special meetings for the purpose of conducting work sessions to provide its members with opportunities for planning and thoughtful discussion. Work sessions will be conducted in accordance with state law on public meetings, including notice and minutes. [The Board [may make] [is discouraged from making] official decisions during a work session.] [Generally, Boards do not take official action during work sessions, although there is no legal prohibition to do so.]

5. Executive Sessions

Executive sessions may be held [as an agenda item] during regular, special or emergency meetings for a reason permitted by law. [(See Board policy BDC - Executive Sessions)]

Complaints regarding public meetings laws can be filed with the Board in accordance with Board Policy KL – Public Complaints. The Board will respond and provide a copy of the complaint and response to the Oregon Government Ethics Commission within 21 days in accordance with state law.[7]

{[8]}[**Mandatory Training**

Every member of the Board shall attend or view a training on public meetings law prepared or approved by the Oregon Government Ethics Commission (OGEC) at least once during the Board member's term of office and shall verify attendance in accordance with OGEC procedures.]

END OF POLICY

Legal Reference(s):

~~ORS 174.100~~
~~ORS 174.104~~
ORS Chapter 192
~~ORS Chapter 193~~
ORS 255.335
ORS 332.040 - 332.061
ORS 433.835 - 433.875

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2020); 28 C.F.R. Part 35 (2020).
Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018).
OR. ATTY. GEN. Public Records and Meetings Manual.
House Bill 2805 (2023).
~~Oregon House Bill 2560 (2021).~~
~~Oregon House Bill 3041 (2021).~~

[7] See House Bill 2805 (2023) Section 5(2) for requirements of the response.

[8] {This is required for Board members in districts with total expenditures for a fiscal year of $1 million or more. This number will be reviewed by OGEC at least once every five years. If the district has total expenditures of less than $1 million, this language can be kept, but "shall" should be replaced with "is encouraged to."}

OSBA Model Sample Policy

Code: BDC
Adopted:

Executive Sessions

{Optional policy. School boards can only meet in executive session when statute allows. This policy can be a helpful resource for Board members in determining whether executive session can be used.}

The Board may meet in executive session to discuss subjects allowed by statute but may not take final action except for the expulsion of a student and matters pertaining to or examination of the confidential records of the student.

An executive session may be included as an agenda item of an existing meeting [in accordance with Board policy BDDC - Board Meeting Agenda] or held as its own meeting. Proper notice is required.

If open session is held prior to the executive session, ~~convened by order of the Board chair, upon request of three Board members or by common consent of the Board for a purpose authorized under Oregon Revised Statute (ORS) 192.660 during a regular, special or emergency meeting. T~~the presiding officer will announce the executive session by identifying the authorization under Oregon Revised Statute (ORS) 192.660 or ORS 332.061 for holding such session and by noting the subject of the executive session.

The Board may hold an executive session:

1. To consider the employment of a public officer, employee, staff member or individual agent.[1] (ORS 192.660(2)(a))

2. To consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer[2], employee, staff member or individual agent who does not request an open hearing. (ORS 192.660(2)(b))

3. To conduct deliberations with persons designated by the governing body to carry on labor negotiations. (ORS 192.660(2)(d))

4. To conduct deliberations with persons designated by the governing body to negotiate real property transactions. (ORS 192.660(2)(e))

5. To consider information or records that are exempt by law from public inspection. (ORS 192.660(2)(f))

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[1] This provision does not apply to the filling of a vacancy in elective office or on any public committee, commission or other advisory group; or for the consideration of general employment policies. Prior to holding an executive session under ORS 192.660(2)(a), the Board must ensure

a. The vacancy has been advertised;
b. Regular hiring procedures have been adopted;
c. If hiring an officer, the public has had the opportunity to comment on the employment of the officer; and
d. If hiring a chief executive officer, the Board has adopted hiring standards, criteria and policy directives in meetings open to the public in which the public has had the opportunity to comment on the standards, criteria and policy directives.

[2] To determine whether the individual involved is considered a public officer, consult with legal counsel.

6. To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed. (ORS 192.660(2)(h))

7. To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing. (ORS 192.660(2)(i))

8. To consider matters relating to school safety or a plan that responds to safety threats made toward a school. (ORS 192.660(2)(k))

9. To consider matters relating to the safety of the governing body and of public body staff and volunteers and the security of public body facilities and meeting spaces. (ORS 192.660(2)(o))

10. To consider matters relating to cyber security infrastructure and responses to cyber security threats. (ORS 192.660(2)(p))

11. To review the expulsion of a minor student from a public elementary or secondary school. (ORS 332.061(1)(a))

12. To review~~discuss~~ matters pertaining to or examination of the confidential records of a student. (ORS 332.061(1)(b))

Members of the press may attend executive sessions except those matters pertaining to:

1. Deliberations with persons designated by the Board to carry on labor negotiations;

2. Hearings on the expulsion of a minor student or examination of the confidential records of a student; and

3. Current litigation or litigation likely to be filed if the member of the news media is a party to the litigation or is an employee, agent or contractor of a news media organization that is a party to the litigation.

If an executive session is held pursuant to ORS 332.061, the following shall not be made public: the name of the minor student; the issue, including the student's confidential records; the discussion; and each Board member's vote on the issue.

Minutes shall be kept for all executive sessions.

Content discussed in executive sessions is confidential except as provided by law. Board members and the media are instructed not to disclose information obtained in executive session except when specifically authorized to do so or as required by law.

END OF POLICY

Legal Reference(s):

ORS 192.660 ORS 332.045 ORS 332.061

OR. ATTY. GEN. Public Records and Meetings Manual.
Oregon Government Ethics Commission, Staff Advisory Opinion No. 22-106S
House Bill 2806 (2023)

Code: EFA
Adopted:

Local Wellness

{Required. Title 7 C.F.R. 210.31(a) requires local education agencies to "establish a local school wellness policy for all schools participating in the National School Lunch Program and/or School Breakfast Program...". The law describes the policy as "a written plan that includes" various components intended to improve student wellness. This policy is designed to meet the requirements for a wellness policy and provide the framework for the district's plan. Previously these requirements were split between the policy and an administrative regulation (AR). All required and/or related content is now included in the model policy, therefore OSBA recommends deleting the AR if the district previously included it in the board's policy manual. Districts should consult with stakeholders in the process of adoption and incorporate language that meets the unique needs of the district.}

The district is committed to the optimal development of every student and believes that a positive, safe and health-promoting learning environment is necessary for students to have the opportunity to achieve personal, academic, developmental and social success.

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

[The district superintendent or designee shall establish a Wellness Advisory Committee to advise the district in the development, review and update of the local wellness policy.]

POLICY IMPLEMENTATION, MONITORING, ACCOUNTABILITY AND COMMUNITY ENGAGEMENT

Implementation

The district shall manage and coordinate the implementation of this local wellness policy.

Implementation will consist of, but not be limited to, the following:

1. Delineating roles, responsibilities, actions and timelines specific to each school;

2. Generating and disseminating information about who will be responsible to make what change, by how much, where and when;

3. Establishing standards for all foods and beverages provided (but not sold) to students during the school day on participating school campuses;

4. Establishing standards and nutrition guidelines for all foods and beverages sold to students during the school day on participating school campuses that meet state and federal nutrition standards for NSLP and SBP, competitive foods, permit marketing of same that meets the competitive food nutrition standards, and promotes student health and reduces child obesity; and

5. Establishing specific goals for nutrition promotion and education, physical activity[, physical education] and other school-based activities that promote student wellness.

The Board designates the [superintendent] [principal(s)] to be responsible for ensuring each school meets the goals outlined and complies with this policy.

[Record Keeping

The district will retain the following records to document compliance with the local wellness policy requirements at the district's administrative offices:

1. The written local wellness policy;

2. Documentation to demonstrate the policy has been made available to the public;

3. Documentation of efforts to review and update the local wellness policy, including an indication of who participates in the update and the methods the district uses to make stakeholders aware of their ability to participate;

4. Documentation to demonstrate compliance with the annual public notification requirements;

5. Documentation of the district's most recent assessment on the implementation of the local wellness policy;

6. Documentation to demonstrate the most recent assessment on the implementation of the local wellness policy has been made available to the public.]

Notification of Policy

The district will inform the public about the content and implementation of the local wellness policy, and post the policy and any updates to the policy on the district website annually. Included will be, if available, the most recent assessment of the implementation, and a description of the progress being made in attaining the goals of the policy.

The district will publicize the name and contact information of the district or school official(s) leading and coordinating the policy and information on how the public can get involved with the local wellness policy. This information will be published on the district's website and in district communications.

Triennial Progress Assessments

At least once every three years, the district will evaluate the implementation of this policy and its progress with a triennial assessment and produce a progress report that will include:

1. The extent to which schools under the jurisdiction of the district are in compliance with the policy;

2. The extent to which the district's policy compares to model local school wellness policy{[1]}; and

[1] {Model Wellness Policy resource published by the Alliance for a Healthier Generation. OSBA makes no representation of its compliance by providing this resource.}

3. A description of the progress made in attaining the goals of the district's policy.

The district will publish the triennial progress report on the district website when available. The district will update or modify the policy based on results of the triennial assessment.

Community Involvement, Outreach and Communications (Review of, and Updating Policy){[2]}

The district will actively communicate ways in which the community can participate in the development, implementation and periodic review and update of the local wellness policy. The district will communicate information about opportunities [in community news, on the district's website, on school websites, and/or in district or school communications]. The district will ensure that communications are culturally and linguistically appropriate to the community.

Parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the Board, school administrators, and the general public will be solicited to participate in the periodic review and update of the local school wellness policy.

[Wellness Advisory Committee{[3]}

The district supports a wellness advisory committee to assist the development, implementation, and periodic review and update of the local wellness policy. The superintendent or designee will be a member of this committee.

The district will publicize information about the wellness advisory committee [in community news, in communications to parents, and/or on websites operated by the district] to communicate to parents, students and the community at large to explain the committee's purpose, process and an invitation to volunteer.

1. The wellness advisory committee membership will include, to the extent possible, but not be limited to:

    a. Parents, caregivers and students;
    b. Representatives of the school nutrition program (e.g., school nutrition director);
    c. Physical education and/or health education teachers;
    d. School health professionals (e.g., school nurses, physicians, dentists, health educators and other allied health personnel who provide school health services);
    e. Mental health and social services staff (e.g., school counselors, psychologists, social workers, or psychiatrists);
    f. School administrators (e.g., superintendent, assistant superintendent, principal, vice principal);
    g. Board members;
    h. Supplemental Nutrition Assistance Program (SNAP) education coordinators;
    i. Healthcare professionals and/or other health related professionals (e.g., dietitians, doctors, nurses, dentists); and

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[2] {USDA Local school wellness policy resource; CDC resource; CDC Healthy Schools resource; USDA Local school wellness policy outreach toolkit and communication resource from Alliance for a Healthier Generation.}

[3] {A Wellness Advisory Committee is not required. If the district chooses to have a committee, the district should amend the language here to establish the membership and responsibilities of the committee. *School Wellness Committee Toolkit* published by the Alliance for a Healthier Generation}

j. Members of the general public.

2. The committee, appointed by the superintendent or designee, will meet to organize and vote on a committee chair and a secretary prior to or at the beginning of the school year. The chair and secretary will serve for one year minimum and may be reappointed.

3. The wellness advisory committee will meet [four] times per year to review of the local wellness policy.

4. The committee will facilitate the development, review and update of the wellness policy, and evaluate each participating school's compliance with the policy.

The district will create building-level committees to establish school-specific goals and activities that implement this policy. A school coordinator will be designated to support compliance with this policy.]

NUTRITION PROMOTION AND NUTRITION EDUCATION

Nutrition promotion and nutrition education positively influence lifelong eating behaviors by using evidence-based strategies and techniques and nutrition messages and by creating food environments that support healthy nutrition choices.

[Nutrition promotion and nutrition education shall be a sequential and integrated focus on improving students' eating behaviors, reflect evidence-based strategies and be consistent with state and local district health education standards.]

To promote nutrition education in the schools, the principal is responsible for ensuring the following goals are implemented:

1. {[4]}[Students and staff will receive consistent nutrition messages throughout the school environment;

2. Nutrition education is provided throughout the student's school years as part of the district's age-appropriate, comprehensive nutrition program[(which includes the benefits of healthy eating, essential nutrients, nutritional deficiencies, principles of healthy weight management, the use and misuse of dietary supplements, safe food preparation, and handling and storage related to food and eating)], and is aligned and coordinated with the Oregon Health Education Standards and school health education programs;

3. Nutrition education will include culturally relevant, participatory activities that include social learning strategies and activities that are aligned and coordinated with the Oregon Health Education Standards and school health education programs;

4. Teachers will receive curriculum-specific training;

5. Parents and families are encouraged through school communications to send healthy snacks/meals and [reusable] water bottles with their student to school;

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[4] {The goals listed are examples; districts are required to include goals in the policy. Districts are encouraged to evaluate needs and resources and to develop specific goals. Districts are required to "review and consider evidence-based strategies and techniques" (7 CFR 210.31(c)(1)). Model Wellness Policy resource published by the Alliance for a Healthier Generation. OSBA makes no representation of its compliance by providing this resource.}

6. Families and community organizations are involved, to the extent practicable, in nutrition education;

7. Nutrition education homework that students can do with their families is assigned (e.g., reading and interpreting food labels, reading nutrition-related newsletters, preparing healthy recipes);

8. Materials on how to assess one's personal eating habits, set goals for improvement and achieve those goals.]

Nutrition promotion, including marketing and advertising nutritious foods and beverages to students, will be implemented consistently through a comprehensive and multi-channel approach, (e.g., in the classroom, cafeteria and at home) by staff, teachers, parents, students and the community.

To ensure adequate nutrition promotion, the following goals will be implemented:

1. {[5]}[Information about available meal programs is distributed prior to or at the beginning of the school year and at other times throughout the school year;

2. Information about availability and location of a Summer Food Service Program (SFSP) is distributed;

3. Nutrition promotion materials are sent home with students, published on the district website, and distributed at parent-teacher conferences;

4. Families are invited to attend exhibitions of student nutrition projects or health fairs;

5. Physical activity is a planned part of all school-community events.]

School Meals

[Schools within the district participate in U.S. Department of Agriculture (USDA) child nutrition program(s), administered through the Oregon Department of Education (ODE)[.] [which may include the NSLP[,] [and] [the SBP,] [Fresh Fruit & Vegetable Program (FFVP),] [After School Snack Program (ASSP),] [Special Milk Program (SMP),] [Summer Food Service Program (SFSP),] [Supper programs] [or others].] [The district also operates additional nutrition-related programs and activities including Farm-to-School programs, school gardens, Breakfast in the Classroom, Mobile Breakfast carts or Grab 'n' Go Breakfast.]

The district's available meal program(s) will operate to meet meal pattern requirements and dietary specifications in accordance with the Healthy, Hunger-Free Kids Act and applicable federal laws and regulations.

The [principal(s)] will support nutrition and food services operation as addressed in Board policy EFAA – District Nutrition and Food Services and its accompanying administrative regulation EFAA-AR – Reimbursable Meals and Milk Programs.

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[5] {The goals listed are examples; districts are required to include goals in the policy. Districts are encouraged to evaluate needs and resources and to develop specific goals. Districts are required to "review and consider evidence-based strategies and techniques" (7 CFR 210.31(c)(1)). Model Wellness Policy resource published by the Alliance for a Healthier Generation. OSBA makes no representation of its compliance by providing this resource.}

[Water

Free, safe, unflavored, drinking water will be available to all students throughout the school day and throughout every school campus. The district will make drinking water available where school meals are served during mealtimes.]

Competitive Foods and Beverages

The district controls the sale of all competitive foods. All foods and beverages outside the reimbursable school meal programs that are **sold** to students on the school campus during the school day will meet or exceed Smart Snacks Standards[6].

Celebrations and Rewards/Incentives

All foods and beverages offered on the school campus [will meet or exceed] [are encouraged to meet] the nutrition standards set by the USDA and the Oregon Smart Snacks Standards. This includes, but is not limited to, celebrations, parties, and classroom snacks brought by parents. [Food will not be used as a reward or incentive.] [This information will be conveyed to staff and parents.]

[Fund Raising

Foods and beverages that meet or exceed the nutrition standards set by the USDA and the Oregon Smart Snacks Standards may be sold through fund raisers on the school campus during the school day. Such requests to conduct a fund raiser will be submitted to the [principal] for approval before starting.]

Food and Beverage Marketing in Schools

Any foods and beverages marketed or promoted to students on the school campus during the school day will meet or exceed the nutrition standards for competitive foods set by the USDA.

[The district (i.e., school nutrition services, athletics department, PTA, PTO) will review existing contracts, new contracts and equipment, and product purchase or replacement to reflect the applicable food and beverage marketing guidelines.]

PHYSICAL ACTIVITY AND PHYSICAL EDUCATION

A quality physical education program is an essential component for all students to learn about and participate in physical activity. The district will develop and assess student performance standards and program minute requirements in order to meet ODE's physical education content standards and state law.

Physical activity should be included in the school's daily education program for grades [pre-]K through 12 and include regular, instructional physical education, as well as co-curricular activities and recess.

In order to ensure students are afforded the opportunity to engage in physical education and physical activity in the school setting, the following goals are established:

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[6] Oregon Department of Education, Oregon Smart Snacks Standards

1. {[7]}[Physical education will be a course of study that focuses on students' physical literacy and development of motor skills;

2. Staff encourages and provides support for parental involvement in their children's physical education;

3. Physical education courses will be the environment where students learn, practice and are assessed on developmentally appropriate knowledge, skills and confidence to become physically literate;

4. Instruction, provided by adequately prepared teachers, i.e., licensed or endorsed to teach physical education, will meet the state adopted academic content standards for physical education (Oregon Revised Statute (ORS) 329.045). Teachers of physical education shall regularly participate in professional development activities annually;

5. {[8]}Every public school student in [pre-]kindergarten through grade 8 shall participate in physical education for the entire school year. Students in kindergarten through grade [5] [6] shall participate for a least 150 minutes during each school week, and students in grades [6] [7] through 8 for at least an average of ~~225~~150 minutes ~~per~~ during each school week, as calculated over the duration of a school year;

6. Physical activity will be integrated across curricula and throughout the school day. Movement will be made a part of all classes or courses as part of a well-rounded education;

7. Physical activity during the school day (including, but not limited to, recess, classroom physical activity breaks or physical education) will not be used as a punishment or a reward;

8. {[9]}At least 50 percent of the weekly physical education class time in grades K through 8 shall be devoted to actual physical activity;

9. Physical activity is a planned part of all school-community events;

10. Materials promoting physical activity are sent home with students and published on the district website.]

[{[10]}A student with a disability shall have suitably adapted physical education incorporated as part of their individualized education program (IEP) developed under ORS 343.151. A student who does not have an IEP but has chronic health problems, other disabling conditions or other special needs that preclude them

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[7] {The goals listed are examples; districts are required to include goals in the policy. Districts are encouraged to evaluate needs and resources and to develop specific goals. Districts are required to "review and consider evidence-based strategies and techniques" (7 CFR 210.31(c)(1)). Model Wellness Policy resource published by the Alliance for a Healthier Generation. OSBA makes no representation of its compliance by providing this resource.}

[8] {Districts are required to provide the specified number of physical education minutes, but are not required to include them as goals or in this policy. If the district operates K-5 elementary schools, select "5" in the first bracket and "6" in the second bracket. If the district operates K-6 elementary schools, select "6" in the first bracket and "7" in the second bracket.}

[9] {This language is not required to be in policy, but this is a required action pursuant to ORS 329.496.}

[10] {This language is not required to be in policy, but this is a required action pursuant to ORS 329.496.}

from participating in regular physical education instruction, shall have suitably adapted physical education incorporated as part of their individualized health plan, developed by the district.]

Other Activities that Promote Student Wellness

The district will integrate wellness activities throughout the entire school environment (districtwide). The district will coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complementary, not duplicated and work toward the same set of goals promoting student well-being, optimal development and strong educational outcomes.

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

1. [Scoliosis screenings;

2. Safe Routes to Schools Program;

3. Physically active family and community engagement activities for families to learn about healthy eating or to practice being active together (e.g., skate night, fun run, dance night);

4. Nonfood-related fund raisers;

5. Physical activity energizers during transitions from one subject to another;

6. Intramural sports;

7. Monthly/Weekly school walks;

8. Assemblies which focus on wellness issues such as the importance of breakfast, healthy beverages, and how students and staff can incorporate 60 minutes of physical activity into their day;

9. Use of alternates to food as rewards in the classroom;

10. Creation of connections between out-of-school time (OST) programs that involve staff members from OST programs, both school- and community-based, in school initiatives that address healthy eating, such as school wellness teams or wellness committees;

11. Integration of social, emotional and mental health supports into school programs (e.g., promote a positive school climate where respect is encouraged and students can seek help from trusted adults);

12. Communication between classroom teachers and nutrition staff, so that menus and nutrition promotion can be tied into classroom learning and coursework;

13. Include wellness as a standing agenda item for school-based meetings (e.g., staff meetings, site council meetings, PTO).]

[{[11]}Employee Wellness{[12]}

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

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

The district's Employee Wellness Program may include the following:

1. Health education and health promoting activities that focus on skill development and lifestyle behavior that change along with awareness building, information dissemination, access to facilities, and are preferably tailored to employees' needs and interests;

2. Safe, supportive social and physical environments including organizational expectations about healthy behavior, and implementation of policy that promotes health and safety and reduces the risk of disease;

3. Linkage to related programs such as employee assistance programs, emergency care and programs that help employees balance work life and family life;

4. Education and resources to help employees make decisions about health care; and

5. Nutrition and fitness educational opportunities that may include but are not limited to, the distribution of educational and informational materials, and the arrangement of presentations and workshops that focus on healthy lifestyles, health assessments, fitness activities and other appropriate nutrition and physical activity related topics.

The district encourages participation from all employees. "Employees" are not limited to instructional staff (i.e., teachers and instructional assistants), but includes all administrators and support staff.

The following groups are seen as essential for establishing, implementing and sustaining an effective employee wellness program:

1. School personnel who implement existing wellness programs in the district (i.e., employee wellness committee);

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[11] {This language is optional and is not required by state or federal law.}

[12] {CDC resources for school employee wellness and workplace health promotion}

2. District personnel who implement health programs for students (e.g., school health coordinator, school nurses, psychologist, health and physical educators, nutrition professionals, counselors and other staff); and

3. Decision makers who have the authority to approve policy and provide administrative support essential for a school wellness program (e.g., Board members, superintendents, human resource administrators, fiscal services administrators and principals).]

[**DEFINITIONS**

1. "Competitive food" means all food and beverages other than meals reimbursed under programs authorized by the Richard B. Russell National School Lunch Act and the Child Nutrition Act available for sale to students on the school campus during the school day.

2. "Food and beverage marketing"[13] is defined as advertising and other promotion in schools. Food and beverage marketing often includes an oral, written or graphic statement made for the purpose of promoting the sale of a food or beverage product made by the producer, manufacturer, seller or any other entity with a commercial interest in the product.

3. "Oregon Smart Snacks Standards"[14] means the State's minimum nutrition standards for competitive foods and beverages (ORS 336.423).

4. "School day" means, for the purpose of competitive food standards implementation, the period from the midnight before, to 30 minutes after the end of the official school day[, i.e., at the conclusion of afternoon student activities, such as athletic, music or drama practices, clubs, academic support and enrichment activities].

5. "School campus" means, for the purpose of competitive food standards implementation, all areas of property under the jurisdiction of the school that are accessible to students during the school day.]

END OF POLICY

Legal Reference(s):

ORS 327.531
ORS 327.537
ORS 329.496
ORS 332.107
ORS 336.423
OAR 581-051-0100
OAR 581-051-0305
OAR 581-051-0306
OAR 581-051-0310
OAR 581-051-0400

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[13] [This term includes, but is not limited to, the following: brand names, trademarks, logos or tags, except when placed on a physically present food or beverage product or its container; displays, such as on vending machine exteriors; corporate brand, logo, name or trademark on school equipment, such as marquees, message boards, scoreboards or backboards (Note: Immediate replacement of these items is not required; however, districts will replace or update scoreboards or other durable equipment when existing contracts are up for renewal or to the extent that is financially possible over time so that items are in compliance.); corporate brand, logo, name or trademark on cups used for beverage dispensing, menu boards, coolers, trash cans and other food service equipment; as well as on posters, book covers, student assignment books or school supplies displayed, distributed, offered or sold by the district; advertisements in school publications or school mailings; free product samples, taste tests or coupons of a product, or free samples displaying advertising of a product.]

[14] Oregon Department of Education, Oregon Smart Snacks Standards

Healthy, Hunger-Free Kids Act of 2010, 42 U.S.C. §1758b (2018).
National School Lunch Program, 7 C.F.R. Part 210 (2022).
School Breakfast Program, 7 C.F.R. Part 220 (2022).
House Bill 3199 (2023).

Code: GCBDA/GDBDA
Adopted:

Family Medical Leave *

When applicable, the district will comply with the provisions of the Family and Medical Leave Act (FMLA) of 1993, the Oregon Family Leave Act (OFLA) of 1995, the Military Family Leave Act as part of the National Defense Authorization Acts of 2008 and for Fiscal Year 2010 (which expanded certain leave to military families and veterans for specific circumstances), the Oregon Military Family Leave Act (OMFLA) of 2009 and other applicable provisions of Board policies and collective bargaining agreements regarding family medical leave.

FMLA applies to districts with 50 or more employees within 75 miles of the employee's worksite, based on employment during each working day during any of the 20 or more work weeks in the calendar year in which the leave is to be taken, or in the calendar year preceding the year in which the leave is to be taken. The 50 employee test does not apply to educational institutions for determining employee eligibility.

OFLA and OMFLA apply to districts that employ 25 or more part-time or full-time employees in Oregon, based on employment during each working day during any of the 20 or more work weeks in the calendar year in which the leave is to be taken, or in the calendar year immediately preceding the year in which the leave is to be taken.

In order for an employee to be eligible for the benefits under FMLA, the employee must have been employed by the district for at least 12 months and have worked at least 1,250 hours during the past 12-month period.

In order for an employee to be eligible for the benefits under OFLA, the employee must work an average of 25 hours per week and have been employed at least 180 calendar days prior to the first day of the family medical leave of absence. For parental leave purposes, an employee becomes eligible upon completing at least 180 calendar days immediately preceding the date on which the parental leave begins. There is no minimum average number of hours worked per week when determining employee eligibility for parental leave.

OMFLA applies to employees who work an average of at least 20 hours per week; there is no minimum number of days worked when determining an employee's eligibility for OMFLA.

Federal and state leave entitlements generally run concurrently.

The superintendent [or designee] will develop administrative regulations as necessary for the implementation of the provisions of both federal and state law.

END OF POLICY

Legal Reference(s):

ORS 332.507 ORS 342.545 ORS 659A.090

ORS 659A.093
ORS 659A.096
ORS 659A.099
ORS 659A.150 to -659A.186
OAR 839-009-0200 to -0320

Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213 (2012); 29 C.F.R. Part 1630 (2017); 28 C.F.R. Part 35 (2017).
Family and Medical Leave Act, 29 U.S.C. §§ 2601-2654 (2012); 5 U.S.C. §§ 6381-6387 (2012); Family and Medical Leave Act, 29 C.F.R. Part 825 (2017).
Americans with Disabilities Act Amendments Act of 2008.
Escriba v. Foster Poultry Farms, Inc. 743 F.3d 1236 (9th Cir. 2014).

DELETE

Code: GCBDA/GDBDA
Adopted:

Family Medical Leave *

(Version 1)

{Highly recommended policy. The law does not require districts to have a board-adopted policy, but the district is required to follow the law. Having policy and an administrative regulation in place can assist with compliance. Policy is intended for districts with 50 or more employees as counted in accordance with ORS 659A.153. If the district has between 25 and 50 employees, the district should use version 2 of GCBDA/GDBDA – Family Medical Leave *. If the district does not have 25 employees, the district should not adopt this policy.}

When applicable, the district will comply with the provisions of the Family and Medical Leave Act (FMLA){[1]}, the Oregon Family Leave Act (OFLA){[2]}, the Oregon Military Family Leave Act (OMFLA), Paid Family Medical Leave Insurance (PFMLI) and other applicable provisions of state and federal law, Board policies and collective bargaining agreements regarding family medical leave.

In order for an employee to be eligible for the benefits under FMLA, the employee must have been employed by the district for at least 12 months, have worked at least 1,250 hours during the past 12-month period and worked at a worksite that employs 50 district employees within 75 miles of the worksite.

Generally, in order for an employee to be eligible for the benefits under OFLA, the employee must work an average of 25 hours or more per week during the 180 calendar days immediately prior to the first day of the start of the requested leave. For parental leave purposes, an employee becomes eligible upon completing at least 180 calendar days immediately preceding the date on which the parental leave begins: there is no minimum average number of hours worked per week. Special requirements apply during public health emergencies.

OMFLA applies to employees who work an average of at least 20 hours per week; there is no minimum number of days worked when determining an employee's eligibility for OMFLA.

PMFLI is generally available to district employees who have earned $1,000 in subject wages or taxable income during the alternate or base years[3], contributed to the PMFLI fund in the alternate or base years and are otherwise eligible.[4]

Federal and state leave entitlements generally run concurrently.

{[1] Generally, FMLA applies only to entities with 50 or more employees, however, FMLA applies to all public elementary and secondary educational institutions. See 29 CFR 825.600(b). The rule regarding individual employee eligibility does apply: an employee is only eligible if the employee "is employed at a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite." See 29 CFR 825.110(a)(3). Consequently, FMLA applies to districts with fewer than 50 employees, but individual employees will not be eligible to receive benefits.}

{[2] OFLA applies to employers with 25 or more employees in Oregon (ORS 659A.153) and OMFLA applies to all public-sector employers in Oregon. (ORS 659A.090(2)) (Oregon BOLI Leave Laws – 2023 Edition)}

[3] The wages are not required to have been earned for work in the district.

[4] See OAR 471-070-1010 for additional information.

The superintendent [or designee] will develop administrative regulations as necessary for the implementation of the provisions of both federal and state law.

END OF POLICY

Legal Reference(s):

ORS 332.507
ORS 659A.090
ORS 659A.093
ORS 659A.096
ORS 659A.099
ORS 659A.150 - 659A.186
ORS 659B.010
OAR 839-009-0200 - 0320

Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2017); 28 C.F.R. Part 35 (2017).
Family and Medical Leave Act, 29 U.S.C. §§ 2601-2654; 5 U.S.C. §§ 6381-6387 (2012); Family and Medical Leave Act, 29 C.F.R. Part 825 (2017).
Americans with Disabilities Act, 42 U.S.C. §§ 12101-12133 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).
Escriba v. Foster Poultry Farms, Inc. 743 F.3d 1236 (9th Cir. 2014).
Senate Bill 999 (2023).

PROPOSED

OSBA Model Sample Policy

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

Family Leave *

Coverage

The federal Family and Medical Leave Act (FMLA) applies to districts with 50 or more employees within 75 miles of the employee's work site, based on employment during each working day during any of the 20 or more workweeks in the calendar year in which the leave is to be taken, or in the calendar year preceding the year in which the leave is to be taken. The 50 employee test does not apply to educational institutions for determining employee eligibility.

The Oregon Family Leave Act (OFLA) and the Oregon Military Family Leave Act (OMFLA) applies to districts that employ 25 or more part-time or full-time employees in Oregon, based on employment during each working day during any of the 20 or more workweeks in the calendar year in which the leave is to be taken, or in the calendar year immediately preceding the year in which the leave is to be taken.

Employee Eligibility

FMLA applies to employees who have worked for the district for at least 12 months (not necessarily consecutive) and worked for at least 1,250 hours during the 12-month period immediately preceding the start of the leave.

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

OFLA applies to employees who work an average of 25 hours or more per week during the 180 calendar days or more immediately prior to the first day of the start of the requested leave.[1] For parental leave purposes, an employee becomes eligible upon completing at least 180 days immediately preceding the date on which the parental leave begins. There is no minimum average number of hours worked per week when determining employee eligibility for parental leave.

An employee of a covered employer is eligible to take leave for purposes of OFLA during a period of time covered by a public health emergency except:

1. An employee who worked for the covered employer for fewer than 30 days immediately before the date on which the family leave would commence; or

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

2. An employee who worked for the covered employer for an average of fewer than 25 hours per week in the 30 days immediately before the date on which the family leave would commence.

An employee of a covered employer is eligible to take leave for purposes of OFLA if the employee:

1. Separates from employment with the covered employer, irrespective of any reason:

   a. Is eligible to take leave OFLA at the time the employee separates; and
   b. Is reemployed by the covered employer within 180 days of separation from employment; or

2. Is eligible to take OFLA leave:

   a. At the beginning of a temporary cessation of scheduled hours of 180 days or less; and
   b. Returns to work at the end of the temporary cessation of scheduled hours of 180 days or less.

Any OFLA leave taken by the employee within any one-year period continues to count against the length of time of OFLA leave the employee is entitled. The amount of time that an employee is deemed to have worked for a covered employer prior to a break in service due to a separation from employment or a temporary cessation of scheduled hours shall be restored to the employee when the employee is reemployed by the employer within 180 days of separation from employment or when the employee returns to work at the end of the temporary cessation of scheduled hours of 180 days or less.

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

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

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

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

OMFLA applies to employees who work an average of at least 20 hours per week. There is no minimum number of days worked when determining employee eligibility for OMFLA.

In determining if an employee has been employed for the preceding 180 calendar days, when applicable, the employer must consider days, e.g., paid or unpaid, an employee is maintained on payroll for any part of a work week. Full-time public school teachers who have been maintained on payroll by a district for 180 consecutive calendar days are thereafter deemed to have been employed for an average of at least 25 hours per week during the 180 days immediately preceding the start date of the OFLA leave. This provision is eligible for rebuttal if for example, the employee was on a nonpaid sabbatical.

In determining average workweek, the employer must count the actual hours worked using the Fair Labor Standards Act (FLSA) guidelines.

Qualifying Reason

Eligible employees may access FMLA leave for the following reasons:

1. Serious health condition of the employee or the employee's covered family member:

   a. Inpatient care;
   b. Continuing treatment;
   c. Chronic conditions;
   d. Permanent, long-term or terminal conditions;
   e. Multiple treatments;
   f. Pregnancy and prenatal care.

2. Parental leave[2] (separate from eligible leave as a result of a child's serious health condition):

   a. Bonding with and the care for the employee's newborn (within 12 months following birth);
   b. Bonding with and the care for a newly adopted or newly placed foster child under the age of 18 (within 12 months of placement);
   c. Care for a newly adopted or newly placed foster child over 18 years of age who is incapable of self-care because of a physical or mental impairment (within 12 months of placement);
   d. Time to effectuate the legal process required for placement of a foster child or the adoption of a child.

3. Military Caregiver Leave: leave for the care for spouse, son, daughter or next-of-kin who is a covered servicemember/veteran with a serious injury or illness;

4. Qualifying Exigency Leave: leave arising out of the foreign deployment of the employee's spouse, son, daughter or parent.

Eligible employees may access OFLA for the following reasons:

1. Serious health condition of the employee or the employee's covered family member:

   a. Inpatient care;
   b. Continuing treatment;
   c. Chronic conditions;
   d. Permanent, long-term or terminal conditions;
   e. Multiple treatments;
   f. Pregnancy and prenatal care.

2. Parental leave (separate from eligible leave as a result of the child's serious health condition):

   a. Bonding with and the care for the employee's newborn (within 12 months following birth);
   b. Bonding with and the care for a newly adopted or newly placed foster child under the age of 18 (within 12 months of placement);
   c. Care for a newly adopted or newly placed foster child over 18 years of age who is incapable of self-care because of a physical or mental impairment (within 12 months of placement);
   d. Time to effectuate the legal process required for placement of a foster child or the adoption of a child.

[2] Parental leave must be taken in one continuous block of time within 12 months of the triggering event.

3. Sick Child Leave: leave for non-serious health conditions of the employee's child. For OFLA, sick child leave includes absence to care for an employee's child whose school or child care provider has been closed[3] in conjunction with a statewide public health emergency declared by a public health official.[4]

4. Bereavement Leave: leave related to the death of a covered family member.[5]

5. Eligible employees may access OMFLA for the purpose of spending time with a spouse or same-gender domestic partner who is in the military and has been notified of an impending call or order to active duty, or who has been deployed during a period of military conflict.

6. The eligibility of an employee who takes multiple leaves for different qualified reasons during the same district designated leave period may be reconfirmed at the start of each qualified leave requested.

Definitions

1. Family member:

   a. For the purposes of FMLA, "family member" means:

      (1) Spouse[6];
      (2) Parent;
      (3) Child; or
      (4) Persons who are "in loco parentis".

   b. For the purposes of OFLA, "family member" means:

      (1) Spouse;
      (2) Registered, same-gender domestic partner;
      (3) Parent;
      (4) Parent-in-law;
      (5) Parent of employee's registered, same-gender domestic partner;
      (6) Child;
      (7) Child of employee's registered, same-gender domestic partner;

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[3] "Closure" for the purpose of sick child leave during a statewide public health emergency declared by a public health official means a closure that is ongoing, intermittent, or recurring and restricts physical access to the child's school or child care provider. OAR 839-009-0210(4).

[4] The district may request verification of the need for sick child leave due to a closure during a statewide emergency. Verification may include:
1. The name of the child being cared for;
2. The name of the school or child care provider that has closed or become unavailable; and
3. A statement from the employee that no other family member of the child is willing and able to care for the child.
With the care of a child older than 14, a statement that special circumstances exist requiring the employee to provide care to the child during daylight hours.

[5] Bereavement leave under OFLA must be completed within 60 days of when the employee received notice of the death.

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

(8) Grandchild;
(9) Grandparent; or
(10) Persons who are "in loco parentis".

2. Child:

a. For the purposes of FMLA, "child" means a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing "in loco parentis", who is either under the age of 18, or who is 18 years of age or older and who is incapable of self-care because of a physical or mental impairment.

b. For the purposes of Military Caregiver Leave and Qualifying Exigency Leave under FMLA, "child" means the employee's son or daughter on covered active duty regardless of that child's age.

c. For the purposes of OFLA, "child" means a biological, adopted, foster child or stepchild of the employee, the child of the employee's same-gender domestic partner, or a child with whom the employee is or was in a relationship of "in loco parentis".

d. For the purposes of parental and sick child leave under OFLA, the child must be under the age of 18 or an adult dependent child substantially limited by a physical or mental impairment.

3. In loco parentis:

a. For the purposes of FMLA, "in loco parentis" means persons with day-to-day responsibility to care for and financially support a child, or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

b. For the purposes of OFLA, "in loco parentis" means person in the place of the parent having financial or day-to-day responsibility for the care of a child. A legal or biological relationship is not required.

4. Next of kin:

For the purposes of FMLA and Military Caregiver Leave under FMLA, "next of kin" means the nearest blood relative other than the servicemember's spouse, parent, son or daughter in the following order of priority (unless otherwise designated in writing by the servicemember):

a. Blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions;
b. Brothers or sisters;
c. Grandparents;
d. Aunts and uncles; and
e. First cousins.

5. Covered servicemembers:

For the purposes of Military Caregiver Leave under FMLA, "covered servicemember" means a current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation or therapy, or is in outpatient status, or is on the temporary disability retired list for a serious injury or illness.

6. Covered veteran:

For the purposes of Military Caregiver Leave under FMLA, "covered veteran" means a veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness provided they were:

a. A member of the Armed Forces (including a member of the National Guard or Reserves);
b. Discharged or released under conditions other than dishonorable; and
c. Discharged within the five-year period before the eligible employee first takes FMLA, Military Caregiver Leave.

7. Public health emergency:

For OFLA a public health emergency means;

a. A public health emergency declared under ORS 433.441.
b. An emergency declared under ORS 401.165 if related to a public health emergency as defined in ORS 433.442.

Leave Period

For the purposes of calculating an employee's leave period, the district will use [the calendar year] [any fixed 12-month "leave year"] [the 12-month period measured forward from the date the employee's leave begins] [a "rolling" 12-month period measured backward from the date the employee uses any family and medical leave]. The same method for calculating the 12-month period for FMLA and OFLA leave entitlement shall be used for all employees. However, in all instances, the leave period for the purposes of OMFLA and Military Caregiver Leave under FMLA shall be dependent on the start of any such leave regardless of the district's designated 12-month leave period described above.

Leave Duration

For the purposes of FMLA, an eligible employee is generally entitled to a total of 12 weeks of qualified leave during the district's designated leave period[7]. Spouses who work for the district may be limited to a combined 12 weeks of FMLA leave during the district's designated leave period when the purpose of the leave is for the birth of a child or to care for a child after birth, placement of an adopted or foster child or the care for an adopted or foster child after placement, or to care for the employee's parent's serious medical condition. Except in specific and unique instances, all qualified leave under FMLA counts toward an employee's leave entitlement within the district's designated leave period.

For the purposes of OFLA, an eligible employee is generally entitled to a total of 12 weeks of qualified leave during the district's designated leave period. However, an eligible employee is entitled to an additional, full 12 weeks of parental leave during the district's designated leave period following the birth of a child regardless of how much OFLA qualified leave the employee has taken prior to the birth of such child during the district's designated leave period. Likewise, an employee who uses the full 12 weeks of parental leave during the district designated leave period, will be entitled to an additional 12 weeks of sick

[7] An eligible employee taking Military Caregiver Leave under FMLA is entitled to up to 26 weeks of leave in the 12-month period beginning with the first day of such leave and regardless of any FMLA leave taken previously during the district's leave period. However, once the 12-month period begins for the purposes of Military Caregiver Leave under FMLA, any subsequent FMLA qualified leave, regardless of reason for such leave, will count toward the employee's 26-week entitlement under Military Caregiver Leave under FMLA.

child leave under OFLA during the district's designated leave period for the purpose of caring for a child(ren) with a non-serious health condition requiring home care.[8] Unlike FMLA, OFLA does not combine the leave entitlement for spouses working for the district. However, under OFLA, family members who work for the district may be restricted from taking concurrent OFLA qualified leave.[9]

For the purposes of OMFLA, an eligible employee is entitled to 14 days of leave per call or order to active duty or notification of a leave from deployment. When an employee also meets the eligibility requirements of OFLA, the duration of the OMFLA leave counts toward that employee's leave entitlement during the district's designated leave period.

Except as otherwise noted above, qualified leave under FMLA and OFLA for an eligible employee will run concurrently during the district's designated leave period.

For the purpose of tracking the number of leave hours an eligible employee is entitled and/or has used during each week of the employee's leave, leave entitlement is calculated by multiplying the number of hours the eligible employee normally works per week by 12[10]. If an employee's schedule varies from week-to-week, a weekly average of the hours worked over the 12 weeks worked prior to the beginning of the leave period shall be used for calculating the employee's normal workweek[11]. If an employee takes intermittent or reduced work schedule leave, only the actual number of hours of leave taken may be counted toward the 12 weeks of leave to which the employee is entitled.

Intermittent Leave

With the exception of parental leave which must be taken in one continuous block of time, an eligible employee is permitted under FMLA and OFLA to take intermittent leave for any qualifying reason.

Intermittent leave is taken in multiple blocks of time (i.e., hours, days, weeks, etc.) rather than in one continuous block of time and/or requires a modified or reduced work schedule. For OFLA this includes but not limited to sick child leave taken requiring an altered or reduced work schedule because the intermittent or recurring closure of a child's school or child care provider due to a statewide public health emergency declared by a public health official.

When an employee is eligible for OFLA leave, but not FMLA leave, the employer:

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

[9] Exceptions to the ability to require family members from taking OFLA qualified leave at different times are when 1) employee is caring for the other employee who has a serious medical condition; 2) one employee is caring for a child with a serious medical condition when the other employee is suffering a serious medical condition; 3) each family member is suffering a serious medical condition; 4) each family member wants to take Bereavement Leave under OFLA; and 5) the employer allows the family members to take concurrent leave.

[10] For example, an employee normally employed to work 30 hours per week is entitled to 12 times 30 hours, or a total of 360 hours of leave.

[11] For example, an employee working an average of 25 hours per week is entitled to 12 times 25 hours, or a total of 300 hours of leave.

1. May allow an exempt employee, as defined by state and federal law, with accrued paid time off to take OFLA leave in blocks of less than a full day; but

2. May not reduce the salary of an employee who is taking intermittent leave when they do not have accrued paid leave available. To do so would result in the loss of exemption under state law.

An employee's FMLA and/or OFLA intermittent leave time is determined by calculating the difference between the employee's normal work schedule and the number of hours the employee actually works during the leave period. The result of such calculation is credited against the eligible employee's leave entitlement.

Holidays or days in which the district is not in operation, are not counted against the eligible employee's intermittent OFLA leave period unless the employee was scheduled and expected to work on any such day.

Alternate Work Assignment

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

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

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

3. The transfer is compliant with any applicable collective bargaining agreement;

4. The transfer is compliant with state and federal law, including but not limited to the protections provided for in FMLA and/or OFLA; and

5. The transfer is not used to discourage the employee from taking FMLA and/or OFLA leave for a serious health condition or to create a hardship for the employee.

The district may transfer an eligible employee who is on a foreseeable intermittent FMLA and/or OFLA leave to another position with the same or different duties to accommodate the leave, provided:

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

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

3. The transfer is compliant with any applicable collective bargaining agreements;

4. The transfer is compliant with state and federal law, including but not limited to the protections provided for in FMLA and/or OFLA;

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

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

If an eligible employee is transferred to an alternative position, and as a result the employee works fewer hours than the employee was working in the original position, the employee's FMLA and/or OFLA leave time is determined by calculating the difference between the employee's normal work schedule and the number of hours the employee actually works during the leave period. The result of such calculation is credited against the eligible employee's leave entitlement.

When an employee is transferred to alternate position as described above but such transfer does not result in a reduced schedule, time worked in any such alternate position shall not be considered for the purpose of FMLA and/or OFLA leave. An employee working in an alternate position retains the right to return to the employee's original position unless all FMLA and/or OFLA leave taken in that leave year plus the period of time worked in the alternate position exceeds 12 weeks.

Special Rules for School Employees

For the purposes of FMLA, "instructional employee" means those whose principal function is to teach and instruct students in a class, a small group or an individual setting. Athletic coaches, driving instructors and special education assistants, such as interpreters for the hearing impaired, are included in this definition. This definition does not apply to teacher assistants or aides who do not have as their principal job actual teaching or instructing, counselors, psychologist, curriculum specialists, cafeteria workers, maintenance workers or bus drivers.

For the purposes of OFLA, "school employee" means employees employed principally as instructors in public kindergartens, elementary schools, secondary schools or education service districts.

FMLA and/or OFLA leave that is taken for a period that ends with the school year and begins with the next semester is considered consecutive rather than intermittent. In any such situation, the eligible school employee will receive any benefits during the break period that employees would normally receive if they had been working at the end of the school year.

1. Foreseeable Intermittent Leave Exceeding 20 Percent of Working Days

   When the qualified leave is foreseeable, will encompass more than 20 percent of the eligible school employee's regular work schedule during the leave period, and the purpose of such leave is to care for a family member with a serious medical condition, for a servicemember with a serious medical condition or because of the employee's own serious medical condition, the district may require the eligible school employee to:

   a. Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
   b. Temporarily transfer the eligible school employee to an alternate position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than the employee's original position.

2. Limitation on Leave Near the End of the School Year

   When an eligible school employee requests leave near the end of the school year, the district may require the following:

   a. When the qualified leave begins more than five weeks before the end of the school year:

(1) For the purposes of FMLA leave, the eligible school employee may be required to continue taking leave until the end of the school year provided:

(a) The leave will last at least three weeks; and
(b) The employee would return to work during the three-week period before the end of the term.

(2) For the purposes of OFLA leave, if the reason for the leave is because of the eligible school employee's own serious health condition, the eligible school employee may be required to remain in leave until the end of the school year, provided:

(a) The leave will last at least three weeks; and
(b) The employee's return to work would occur within three weeks of the end of the school year.

b. For the purposes of FMLA and/or OFLA leave, when the qualified leave begins within five weeks of the end of the school year and the purpose of such leave is parental leave, for the serious health condition of a family member or for the serious health condition of a servicemember, the eligible school employee may be required to remain on leave until the end of the school year provided:

(1) The leave will last more than two weeks; and
(2) The employee would return to work during the two-week period before the end of the school year.

c. For the purposes of FMLA and/or OFLA leave, when the qualified leave begins within three weeks of the end of the school year and the purpose of such leave is parental leave, for the serious health condition of a family member or for the serious health condition of a servicemember, the eligible school employee may be required to remain on leave until the end of the school year provided the length of the leave will last more than five working days.

If the district requires an eligible school employee to remain on leave until the end of the school year as described above, additional leave required by the employer until the end of the school year shall not count against the eligible school employee's leave entitlement.

Paid/Unpaid Leave

FMLA and OFLA do not require the district to pay an eligible employee who is on a qualified leave. Subject to any related provisions in any applicable collective bargaining agreement, {[12]}[an employee may elect to use any available accrued paid leave including personal and sick leave, or available accrued vacation leave during the leave period.] [the district requires the eligible employee to use any available accrued sick leave, vacation or personal leave days (or other available paid time established by Board policy(ies) and/or collective bargaining agreement) in the order specified by the district and before taking FMLA and/or OFLA leave without pay during the leave period.] [the district requires the eligible employee to use any available accrued paid leave, including personal and sick leave or available accrued

[12] {The district must choose one of the following from the three available bracketed options to complete this paragraph, and delete the other two.}

vacation leave before taking FMLA and/or OFLA leave without pay during the leave period. The employee may select the order in which the available paid leave is used.]

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

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

Eligible employees who request OMFLA leave shall not be required to use any available accrued paid time off during the OMFLA leave period.

Benefits and Insurance

When an eligible employee returns to work following a FMLA or OFLA qualified leave, the employee must be reinstated to the same position the employee held when the leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

During an OFLA qualified leave an eligible employee does not accrue seniority or other benefits that would have accrued while the employee was working, unless the terms of a collective bargaining agreement, other agreement or other employer's policy provide otherwise.[13] The eligible employee is also subject to layoff to the same extent similarly situated employees not taking OFLA leave are subject unless the terms of an applicable collective bargaining agreement, other agreement or the district's policies provide otherwise.

For the purposes of FMLA and OFLA, the district will continue to pay the employer portion of the eligible employee's group health insurance contribution (if applicable) during the qualified leave period. The eligible employee is required to pay the employee portion of any such group health insurance contribution as a condition of continued coverage.

For the purposes of FMLA qualified leave, the district's obligation to maintain the employee's group health insurance coverage will cease if the employee's contribution is remitted more than 30 calendar days late. The district will provide written notice that the premium payment is more than 30 calendar days late. Such notice will be provided within 15 calendar days before coverage is to cease.

For the purposes of OMFLA, the eligible employee is entitled to a continuation of benefits.

[13] See also ORS 342.934(4)(d) in reduction force situations.

Fitness-for-Duty Certification

Prior to the reinstatement of an employee following a leave which was the result of the employee's own serious health condition, the district may require the employee to obtain and present a Fitness-for-Duty Certification. The certification will specifically address the employee's ability to perform the essential functions of the employee's job as they relate to the health condition that was the reason for the leave. If the district is going to require a fitness-for-duty certification upon return to work, the district must notify the employee of such requirement when the leave is designated as FMLA and/or OFLA leave. Failure to provide the certification may result in a delay or denial of reinstatement.

For the purposes of FMLA qualified leave, any costs associated with obtaining the fitness-for-duty certification shall be borne by the employee.

For the purposes of OFLA qualified leave, any out-of-pocket costs associated with obtaining the fitness-for-duty certification shall be borne by the district.

If the leave is qualified under both FMLA and OFLA, any out-of-pocket costs associated with obtaining the fitness-for-duty certification shall be borne by the district.

Application

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

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

For the purposes of FMLA, if advance notice is not possible, an employee eligible for FMLA leave must provide notice as soon as practicable. "As soon as practicable," for the purpose of FMLA leave, means the employee must comply with the employer's normal call-in procedures except in limited and under unique circumstances. Failure of an employee to provide the required notice for FMLA leave may result in the district delaying the employee's leave up to 30 days after the notice is ultimately given.

For the purposes of OFLA, an eligible employee is required to provide oral or written notice within 24 hours of commencement of the leave in unanticipated or emergency leave situations. The employee may designate a family member or friend to notify the district during that period of time. Failure of an employee to provide the required notice for leave covered by OFLA may result in the district deducting up to three weeks from the employee's unused OFLA leave in that one-year leave period. The employee may be subject to disciplinary action for not following the district's notice procedures.

When an employee fails to give advance notice for both the FMLA and OFLA above, the district must choose the remedy that is most advantageous to the employee.

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

Medical Certification

The district [may] [shall] require an eligible employee to provide medical documentation, when appropriate, to support the stated reason for such leave, other than to care for a child who requires home care due to the closure of the child's school or child care provider as a result of a public health emergency. The district will provide written notification to an employee of this requirement within five working days of the employee's request for leave. If the employee provides less than 30 days' notice, the employee is required to submit such medical certification no later than 15 calendar days after receipt of the district's notification that medical certification is required.

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

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

Second and Third Opinions

1. For the purposes of FMLA, the district may designate a second health care provider, but that person cannot be utilized by the district on a regular basis except in rural areas where health care is extremely limited. If the opinions of the employee's and the district's designated health care provider(s) differ, the district may require a third opinion at the district's expense. The third health care provider must be designated or approved jointly by the employee and the district. This third opinion shall be final and binding.

2. For the purposes of OFLA, and except for leave related to sick child leave under OFLA, the district may require the employee to obtain a second opinion from a health care provider designated by the district. If the first and second verifications conflict, the employer may require the two health care providers to jointly designate a third health care provider for the purpose of providing a verification. This third verification shall be final and binding.

Notification

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

Record Keeping/Posted Notice

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

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

The district will post notice of FMLA[14] and OFLA[15] leave requirements.

Federal vs. State Law

Both federal and state law contain provisions regarding leave for family illness. Federal regulations state an employer must comply with both laws; that the federal law does not supersede any provision of state law that provides greater family leave rights than those established pursuant to federal law; and that OFLA and FMLA leave entitlements run concurrently. State law requires that FMLA and OFLA leave entitlements run concurrently when possible.

For example, due to differences in regulations, an eligible employee who takes OFLA leave after 180 days of employment, but before they are eligible for FMLA leave, is still eligible to take a full 12 workweeks of FMLA leave after meeting FMLA's eligibility requirements. Thereafter, any eligible leave period will run concurrently, when appropriate.

[14] Poster available at https://www.dol.gov/agencies/whd/fmla/posters.

[15] Poster available at https://www.oregon.gov/boli/employers/pages/required-worksite-postings.aspx.

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

Family Leave *
(Version 1)

{Highly recommended administrative regulation (AR). The law does not require districts to have this information in an AR, but the district is required to follow the law. Having an AR in place can assist with compliance. This AR is intended for districts with 50 or more employees. If the district has between 25 and 50 employees, use version 2 of GCBDA/GDBDA-AR(1) - Family Leave *. If the district does not have 25 employees, the district should not use this AR.}

Employee Eligibility

FMLA benefits are available to employees who have been employed by the district for at least 12 months, have worked at least 1,250 hours during the past 12-month period and work at a worksite that employs 50 district employees within 75 miles of the worksite.

An employee who has previously qualified for and has taken some portion of FMLA leave may request additional FMLA leave within the same leave year. In such instances, the employee may not need to requalify as an eligible employee.

Generally, in order for an employee to be eligible for the benefits under OFLA, the employee must work an average of 25 hours or more per week during the 180 calendar days immediately prior to the first day of the start of the requested leave.[1] For parental leave purposes, an employee becomes eligible upon completing at least 180 days immediately preceding the date on which the parental leave begins: there is no minimum average number of hours worked per week.

An employee is eligible to take leave for purposes of OFLA during a period of time covered by a public health emergency except:

1. An employee who has worked for the district for fewer than 30 days immediately before the date on which the family leave would commence; or

2. An employee who has worked for the district for an average of fewer than 25 hours per week in the 30 days immediately before the date on which the family leave would commence.

An employee of the district is eligible to take leave for purposes of OFLA if the employee:

1. Separates from employment with the district, irrespective of any reason:

   a. Is eligible to take leave OFLA at the time the employee separates; and
   b. Is reemployed by the district within 180 days of separation from employment; or

2. Is eligible to take OFLA leave:

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

a. At the beginning of a temporary cessation of scheduled hours of 180 days or less; and
b. Returns to work at the end of the temporary cessation of scheduled hours of 180 days or less.

Any OFLA leave taken by the employee within any one-year period continues to count against the length of time of OFLA leave the employee is entitled. The amount of time that an employee is deemed to have worked for the district prior to a break in service due to a separation from employment or a temporary cessation of scheduled hours shall be restored to the employee when the employee is reemployed by the district within 180 days of separation from employment or when the employee returns to work at the end of the temporary cessation of scheduled hours of 180 days or less.

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

1. An employee taking, in any order, some or all of 12 weeks of OFLA pregnancy disability leave and some or all of 12 weeks of OFLA leave for any other purpose, need not requalify leave in the same leave year;

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

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;

4. An employee unable to work because of a disabling compensable injury[2] need not requalify in order to use OFLA leave following a period the employee is off work due to the compensable injury; and

5. An employee who has taken serious health condition leave to care for a family member who dies during the employee's serious health condition need not requalify to take leave for the death of that family member.

OMFLA applies to employees who work an average of at least 20 hours per week. There is no minimum number of days worked when determining employee eligibility for OMFLA.

In determining if an employee has been employed for the preceding 180 calendar days, the district must consider days, paid or unpaid, an employee is maintained on payroll. Full-time public school teachers who have been maintained on payroll by the district for 180 consecutive calendar days are thereafter deemed to have been employed for an average of at least 25 hours per week during the 180 days immediately preceding the start date of the OFLA leave.

In determining average workweek, the employer must count the actual hours worked using the Fair Labor Standards Act (FLSA) guidelines.

Qualifying Reason

Eligible employees may access FMLA leave for the following reasons:

[2] As defined in ORS 656.005.

1. Serious health condition of the employee or the employee's covered family member. Serious health condition means an illness, injury, impairment or physical or mental condition that involves inpatient care[3] or continuing treatment by a health care provider[4].

2. Parental leave[5] (separate from eligible leave as a result of a child's serious health condition):

   a. Bonding with and the care for the employee's newborn (within 12 months following birth);
   b. Bonding with and the care for a newly adopted child or newly placed child in foster care{[6]} under the age of 18 (within 12 months of placement);
   c. Care for a newly adopted child or newly placed child in foster care over 18 years of age who is incapable of self-care because of a physical or mental impairment (within 12 months of placement);
   d. Time to effectuate the legal process required for placement of a child in foster care or the adoption of a child.

3. Military Caregiver Leave: leave for the care for spouse, child or next-of-kin who is a covered servicemember with a serious injury or illness;

4. Qualifying Exigency Leave: leave arising out of the foreign deployment of the employee's spouse, child or parent.

Eligible employees may access OFLA for the following reasons:

1. Serious health condition of the employee or the employee's covered family member. Serious health condition means:

   a. An illness, injury, impairment or physical or mental condition that requires inpatient care in a hospital, hospice or residential medical care facility;

   b. An illness, disease or condition that in the medical judgement of the treating health care provider poses an imminent danger of death, is terminal in prognosis with a reasonable possibility of death in the near future, or requires constant care;
   c. Any period of disability due to pregnancy, or period of absence for prenatal care; or
   d. Any period of absence for the donation of a body part, organ or tissue, including preoperative or diagnostic services, surgery, post-operative treatment and recovery.[7]

2. Parental leave (separate from eligible leave as a result of the child's serious health condition):

[3] Inpatient care means an overnight stay in a hospital, hospice, or residential medical facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care. 29 CFR 825.114.

[4] Continuing treatment includes incapacity and treatment, pregnancy or prenatal care, chronic conditions, permanent or long-term conditions, conditions requiring multiple treatments, and absences attributable to incapacity. See 29 CFR 815.115.

[5] Parental leave must be taken in one continuous block of time within 12 months of the triggering event.

[6] {ORS 659A.159 uses the term "foster child." Districts can choose to use either "foster child" or "child in foster care" throughout this AR.}

[7] This definition is from ORS 659A.150(7). A more detailed definition is available in OAR 839-009-0210(22).

a. Bonding with and the care for the employee's newborn (within 12 months following birth);
b. Bonding with and the care for a newly adopted child or newly placed child in foster care under the age of 18 (within 12 months of placement);
c. Care for a newly adopted child or newly placed child in foster care over 18 years of age who is incapable of self-care because of a physical or mental impairment (within 12 months of placement);
d. Time to effectuate the legal process required for placement of a child in foster care or the adoption of a child.

3. Sick Child Leave: leave for non-serious health conditions of the employee's child. For OFLA, sick child leave includes absence to care for an employee's child whose school or child care provider has been closed[8] in conjunction with a statewide public health emergency declared by a public health official.[9]

4. Bereavement Leave: leave related to the death of a covered family member.[10]

5. Eligible employees may access OMFLA for the purpose of spending time with a spouse or domestic partner who is in the military and has been notified of an impending call or order to active duty, or who has been deployed during a period of military conflict.

6. The eligibility of an employee who takes multiple leaves for different qualified reasons during the same leave year may be reconfirmed at the start of each qualified leave requested.

Definitions

1. Family member:

   a. For the purposes of FMLA, "family member" means:

      (1) Spouse[11];
      (2) Parent;
      (3) Child; or
      (4) Persons who are "in loco parentis".

   b. For the purposes of OFLA, "family member" means:

      (1) Spouse or domestic partner;

[8] "Closure" for the purpose of sick child leave during a statewide public health emergency declared by a public health official means a closure that is ongoing, intermittent, or recurring and restricts physical access to the child's school or child care provider. OAR 839-009-0210(4).

[9] The district may request verification of the need for sick child leave due to a closure during a statewide emergency. Verification may include:
1. The name of the child being cared for;
2. The name of the school or child care provider that has closed or become unavailable;
3. A statement from the employee that no other family member of the child is willing and able to care for the child; and
4. With the care of a child older than 14, a statement that special circumstances exist requiring the employee to provide care to the child during daylight hours.

[10] Bereavement leave under OFLA must be completed within 60 days of when the employee received notice of the death.

[11] "Spouse" means individuals in a marriage, including "common law" marriage and same-sex marriage.

(2) Child or the child's spouse or domestic partner;
(3) Parent or the parent's spouse or domestic partner;
(4) Sibling or stepsibling, or the sibling's or stepsibling's spouse or domestic partner;
(5) Grandparent or the grandparent's spouse or domestic partner;
(6) Grandchild or the grandchild's spouse or domestic partner; or
(7) Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.[12]

2. Child:

a. For the purposes of FMLA, "child" means a biological or adopted child, a child in foster care, a stepchild, a legal ward or a child of a person standing "in loco parentis", who is either under the age of 18, or who is 18 years of age or older and who is incapable of self-care because of a physical or mental disability.
b. For the purposes of Military Caregiver Leave and Qualifying Exigency Leave under FMLA, "child" means the employee's child on covered active duty regardless of that child's age.
c. For the purposes of OFLA, "child" means a biological or adopted child, a child in foster care or stepchild of the employee, the child of the employee's domestic partner, or a child with whom the employee is or was in a relationship of "in loco parentis".
d. For the purposes of parental and sick child leave under OFLA, the child must be under the age of 18 or an adult dependent child substantially limited by a physical or mental impairment.

3. In loco parentis:

a. For the purposes of FMLA, "in loco parentis" means persons with day-to-day responsibility to care for or financially support a child, or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
b. For the purposes of OFLA, "in loco parentis" means person in the place of the parent, having financial or day-to-day responsibility for the care of a child. A legal or biological relationship is not required.

4. Next of kin:

[12] "Affinity" means a relationship for which there is a significant personal bond that, when examined under the totality of the circumstances, is like a family relationship. This bond may be demonstrated by, but is not limited to the following factors, with no single factor being determinative:

a. Shared personal financial responsibility, including shared leases, common ownership of real or personal property, joint liability for bills or beneficiary designations;

b. Emergency contact designation of the employee by the other individual in the relationship or the emergency contact designation of the other individual in the relationship by the employee;

c. The expectation to provide care because of the relationship or the prior provision of care;

d. Cohabitation and its duration and purpose;

e. Geographic proximity; and

f. Any other factor that demonstrates the existence of a family-like relationship.

For the purposes of FMLA , "next of kin" means the nearest blood relative other than the servicemember's spouse, parent or child in the following order of priority (unless otherwise designated in writing by the servicemember):

a. Blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions;
b. Siblings;
c. Grandparents;
d. Siblings of parents and their spouses; and
e. First cousins.

5. Covered servicemembers:

For the purposes of FMLA, "covered servicemember" means a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness; or a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

6. Covered veteran:

For the purposes of FMLA, "covered veteran" means an individual who was:

a. A member of the Armed Forces (including a member of the National Guard or Reserves);
b. Discharged or released under conditions other than dishonorable; and
c. Discharged within the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

7. Public health emergency:

For OFLA a public health emergency means;

a. A public health emergency declared under ORS 433.441.
b. An emergency declared under ORS 401.165 if related to a public health emergency as defined in ORS 433.442.

Leave Period

For the purposes of calculating an employee's leave period, the district will use [the calendar year] [any fixed 12-month "leave year"] [the 12-month period measured forward from the date the employee's leave begins] [a "rolling" 12-month period measured backward from the date the employee uses any family and medical leave][a period of 52 consecutive weeks beginning on the Sunday immediately preceding the date on which family leave commences]{[13]}. The same method for calculating the one-year period for FMLA and OFLA leave entitlement shall be used for all employees. However, in all instances, the leave period for the purposes of OMFLA and Military Caregiver Leave under FMLA shall be dependent on the start of any such leave regardless of the district's designated leave period described above.

{[13] Beginning July 1, 2024, districts are required to use the final bracketed option for OFLA purposes. See SB 999 (2023). Prior to making a change to the leave period calculation, 60 days' notice must be provided to employees. FMLA continues to measure the leave year as 12 months, which could result in slight differences for some employees.}

Leave Duration

For the purposes of FMLA, an eligible employee is generally entitled to a total of 12 weeks of qualified leave during the district's designated leave period[14]. Spouses who work for the district may be limited to a combined 12 weeks of FMLA leave during the district's designated leave period when the purpose of the leave is for the birth of a child or to care for a child after birth, placement of an adopted child or child in foster care, the care for an adopted child or child in foster care after placement, or to care for the employee's parent's serious medical condition. Except in specific and unique instances, all qualified leave under FMLA counts toward an employee's leave entitlement within the designated leave period.

For the purposes of OFLA, an eligible employee is generally entitled to a total of 12 weeks of qualified leave during the designated leave period. However, an employee may be entitled to an additional, full 12 weeks of parental leave during the designated leave period following the birth of a child regardless of how much OFLA qualified leave the employee has taken prior to the birth of such child during the designated leave period. Likewise, an employee who uses the full 12 weeks of parental leave during the designated leave period, will be entitled to an additional 12 weeks of sick child leave under OFLA.[15] Unlike FMLA, OFLA does not combine the leave entitlement for spouses working for the district. However, under OFLA, family members who work for the district may be restricted from taking concurrent OFLA qualified leave.[16]

For the purposes of OMFLA, an eligible employee is entitled to 14 days of leave per call or order to active duty or notification of a leave from deployment. When an employee also meets the eligibility requirements of OFLA, the duration of the OMFLA leave counts toward that employee's leave entitlement during the designated leave period.

Except as otherwise noted above, qualified leave under FMLA and OFLA for an eligible employee will run concurrently during the designated leave period.

For the purpose of tracking the number of leave hours an eligible employee is entitled and/or has used during each week of the employee's leave, leave entitlement is calculated by multiplying the number of hours the eligible employee normally works per week by 12[17]. If an employee's schedule varies from week-to-week, a weekly average of the hours worked over the 12 months worked prior to the beginning of

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[14] An eligible employee taking Military Caregiver Leave under FMLA is entitled to up to 26 weeks of leave in the 12-month period beginning with the first day of such leave and regardless of any FMLA leave taken previously during the district's leave period. However, once the 12-month period begins for the purposes of Military Caregiver Leave under FMLA, any subsequent FMLA qualified leave, regardless of reason for such leave, will count toward the employee's 26-week entitlement under Military Caregiver Leave under FMLA.

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

[16] Exceptions to the ability to require family members from taking OFLA qualified leave at different times are when 1) employee is caring for the other employee who has a serious medical condition; 2) one employee is caring for a child with a serious medical condition when the other employee is suffering a serious medical condition; 3) each family member is suffering a serious medical condition; 4) each family member wants to take Bereavement Leave under OFLA; and 5) the employer allows the family members to take concurrent leave.

[17] For example, an employee normally employed to work 30 hours per week is entitled to 12 times 30 hours, or a total of 360 hours of leave.

the leave period shall be used for calculating the employee's normal workweek[18]. If an employee takes intermittent or reduced work schedule leave, only the actual number of hours of leave taken may be counted toward the 12 weeks of leave to which the employee is entitled.

Intermittent Leave

With the exception of parental leave which must be taken in one continuous block of time, an eligible employee is permitted under FMLA and OFLA to take intermittent leave for any qualifying reason.

Intermittent leave is taken in multiple blocks of time (i.e., hours, days, weeks, etc.) rather than in one continuous block of time and/or requiring an altered or reduced work schedule. For OFLA this includes but is not limited to sick child leave taken requiring an altered or reduced work schedule because the intermittent or recurring closure of a child's school or child care provider due to a statewide public health emergency declared by a public health official.

When an exempt employee is eligible for both OFLA and FMLA leave, and the employee takes intermittent leave in blocks of less than one day, if done in accordance with 29 CFR § 825.206, the district may reduce the employee's salary for the part-day absence without the loss of the employee's exempt status in accordance with OAR 839-020-0004(30)(a).

When an exempt employee is eligible for OFLA but not FMLA leave, and the employee takes intermittent leave in blocks of less than one day, the district will jeopardize the employee's exempt status if the district reduces the employee's salary for the party-day absence.

An employee's FMLA and/or OFLA intermittent leave time is determined by calculating the difference between the employee's normal work schedule and the number of hours the employee actually works during the leave period. The result of such calculation is credited against the eligible employee's leave entitlement.

Holidays or days in which the district is not in operation, are not counted against the eligible employee's intermittent OFLA leave period unless the employee was scheduled and expected to work on any such day.

Alternate Work Assignment

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

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

[18] For example, an employee working an average of 25 hours per week is entitled to 12 times 25 hours, or a total of 300 hours of leave.

4. The transfer is compliant with state and federal law, including but not limited to the applicable protections provided for in FMLA and/or OFLA; and

5. The transfer is not used to discourage the employee from taking FMLA and/or OFLA leave for a serious health condition or to create a hardship for the employee.

The district may transfer an eligible employee who is on intermittent OFLA leave to another position with the same or different duties to accommodate the leave, provided:

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

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

3. The transfer is compliant with any applicable collective bargaining agreements;

4. The transfer is compliant with state and federal law, including but not limited to the applicable protections provided for in FMLA and/or OFLA;

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

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

If an eligible employee is transferred to an alternative position to accommodate the employee's serious health condition, and as a result the employee works fewer hours than the employee was working in the original position, the employee's OFLA leave time is determined by calculating the difference between the employee's normal work schedule and the number of hours the employee actually works during the leave period.

When an employee is transferred to alternate position as described above but such transfer does not result in a reduced schedule, time worked in any such alternate position shall not be considered for the purpose of OFLA leave. An employee working in an alternate position retains the right to return to the employee's original position unless all OFLA leave taken in that leave year plus the period of time worked in the alternate position exceeds 12 weeks.

Special Rules for School Employees

For the purposes of FMLA, "instructional employee" means those whose principal function is to teach and instruct students in a class, a small group or an individual setting. Athletic coaches, driving instructors and special education assistants, such as interpreters for the hearing impaired, are included in this definition. This definition does not apply to teacher assistants or aides who do not have as their principal job actual teaching or instructing, counselors, psychologists, curriculum specialists, cafeteria workers, maintenance workers or bus drivers.

For the purposes of OFLA, "school employee" means employees employed principally as instructors in public kindergartens, elementary schools, secondary schools or education service districts.

FMLA and/or OFLA leave that is taken for a period that ends with the school year and begins with the next semester is considered consecutive rather than intermittent. In any such situation, the eligible school employee will receive any benefits during the break period that employees would normally receive if they had been working at the end of the school year.

1. Foreseeable Intermittent Leave Exceeding 20 Percent of Working Days

   When the qualified leave is foreseeable, will encompass more than 20 percent of the eligible school employee's regular work schedule during the leave period, and the purpose of such leave is to care for a family member with a serious medical condition, for a servicemember with a serious medical condition or because of the employee's own serious medical condition, the district may require the eligible school employee to:

   a. Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
   b. Temporarily transfer the eligible school employee to an alternate position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than the employee's original position.

2. Limitation on Leave Near the End of the School Year

   When an eligible school employee requests leave near the end of the school year, the district may require the following:

   a. When the qualified leave begins more than five weeks before the end of the school year:

      (1) For the purposes of FMLA leave, the eligible school employee may be required to continue taking leave until the end of the school year provided:

         (a) The leave will last at least three weeks; and
         (b) The employee would return to work during the three-week period before the end of the term.

      (2) For the purposes of OFLA leave, if the reason for the leave is because of the eligible school employee's own serious health condition, the eligible school employee may be required to remain on leave until the end of the school year, provided:

         (a) The leave will last at least three weeks; and
         (b) The employee's return to work would occur within three weeks of the end of the school year.

   b. For the purposes of FMLA and/or OFLA leave, when the qualified leave begins within five weeks of the end of the school year and the purpose of such leave is parental leave, for the serious health condition of a family member or for the serious health condition of a servicemember, the eligible school employee may be required to remain on leave until the end of the school year provided:

      (1) The leave will last more than two weeks; and
      (2) The employee would return to work during the two-week period before the end of the school year.

c. For the purposes of FMLA and/or OFLA leave, when the qualified leave begins within three weeks of the end of the school year and the purpose of such leave is parental leave, for the serious health condition of a family member or for the serious health condition of a servicemember, the eligible school employee may be required to remain on leave until the end of the school year provided the length of the leave will last more than five working days.

If the district requires an eligible school employee to remain on leave until the end of the school year as described above, additional leave required by the employer until the end of the school year shall not count against the eligible school employee's leave entitlement.

Paid/Unpaid Leave

FMLA and OFLA do not require the district to pay an eligible employee who is on a qualified leave. Paid Family Medical Leave Insurance (PMFLI) leave taken via Paid Leave Oregon or an equivalent plan will run concurrently with OFLA and FMLA when taken for the same purpose. Subject to any related provisions in any applicable collective bargaining agreement [an employee may elect to use any available accrued paid leave including personal and sick leave, or available accrued vacation leave during the leave period.]{[19]} This includes when an employee is being paid through PMFLI. The district will notify the eligible employee that the requested leave has been designated as FMLA and/or OFLA leave and ask the employee about the use of available accrued paid leave.

Eligible employees who request OMFLA leave shall not be required to use any available accrued paid time off during the OMFLA leave period.

Benefits and Insurance

When an eligible employee returns to work following a FMLA or OFLA qualified leave, the employee must be reinstated to the same position the employee held when the leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

During an OFLA qualified leave an eligible employee does not accrue seniority or other benefits that would have accrued while the employee was working, unless the terms of a collective bargaining agreement, other agreement or other district policy provide otherwise.[20] The eligible employee is also subject to layoff to the same extent similarly situated employees not taking OFLA leave are subject unless the terms of an applicable collective bargaining agreement, other agreement or the district's policies provide otherwise.

For the purposes of FMLA and OFLA, the district will continue to pay the employer portion of the eligible employee's group health insurance contribution (if applicable) during the qualified leave period. The eligible employee is required to pay the employee portion of any such group health insurance contribution as a condition of continued coverage.

For the purposes of FMLA qualified leave, the district's obligation to maintain the employee's group health insurance coverage will cease if the employee's contribution is remitted more than 30 calendar days

[19] {Coordinate with any language regarding use of accrued leave during PMFLI from GDBDF/GDBDF or any equivalent plan information.}

[20] See also ORS 342.934(4)(d) in reduction force situations.

late. The district will provide written notice that the premium payment is more than 30 calendar days late. Such notice will be provided within 15 calendar days before coverage is to cease.

For the purposes of OMFLA, the eligible employee is entitled to a continuation of benefits.

Fitness-for-Duty Certification

Prior to the reinstatement of an employee following a leave which was the result of the employee's own serious health condition, the district may require the employee to obtain and present a Fitness-for-Duty Certification. If the district is going to require a fitness-for-duty certification upon return to work, the district must notify the employee of such requirement when the leave is designated as FMLA and/or OFLA leave. Failure to provide the certification may result in a delay or denial of reinstatement.

For the purposes of FMLA qualified leave, any costs associated with obtaining the fitness-for-duty certification shall be borne by the employee.

For the purposes of OFLA qualified leave, any out-of-pocket costs associated with obtaining the fitness-for-duty certification shall be borne by the district.

If the leave is qualified under both FMLA and OFLA, any out-of-pocket costs associated with obtaining the fitness-for-duty certification shall be borne by the district.

Application

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

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

For the purposes of FMLA, if advance notice is not possible, an employee eligible for FMLA leave must provide notice as soon as practicable. "As soon as practicable," for the purpose of FMLA leave, means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case. In most situations, as soon as practicable will be within one business day of an employee becoming aware of the need. Failure of an employee to provide the required notice for FMLA leave may result in the district delaying the employee's leave up to 30 days after the notice is ultimately given.

For the purposes of OFLA, an eligible employee is required to provide oral or written notice within 24 hours of commencement of the leave in unanticipated or emergency leave situations. The employee may designate a family member or friend to notify the district during that period of time. Failure of an employee to provide the required notice for leave covered by OFLA may result in the district deducting up to three weeks from the employee's unused OFLA leave in that one-year leave period. The employee may be subject to disciplinary action for not following the district's notice procedures.

When an employee fails to give advance notice for both the FMLA and OFLA above, the district must choose the remedy that is most advantageous to the employee.[21]

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

Medical Certification

The district may require an eligible employee to provide medical documentation, when appropriate[22], to support the stated reason for such leave. The district will provide written notification to an employee of this requirement within five working days of the employee's request for leave. If the employee provides less than 30 days' notice, the employee is required to submit such medical certification no later than 15 calendar days after receipt of the district's notification that medical certification is required.

Any additional certifications, including second and third opinions, will be in accordance with applicable law.

Posted Notice

The district will post the Bureau of Labor and Industries Family Leave notice in each building or worksite that is accessible to and regularly frequented by employees.[23] The district will also post a notice explaining the provisions of FMLA and providing information concerning the procedures for filing complaints.[24]

Record Keeping

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.

Federal vs. State Law

Both federal and state law contain provisions regarding leave for family illness. Federal regulations state an employer must comply with both laws; that the federal law does not supersede any provision of state law that provides greater family leave rights than those established pursuant to federal law; and that OFLA

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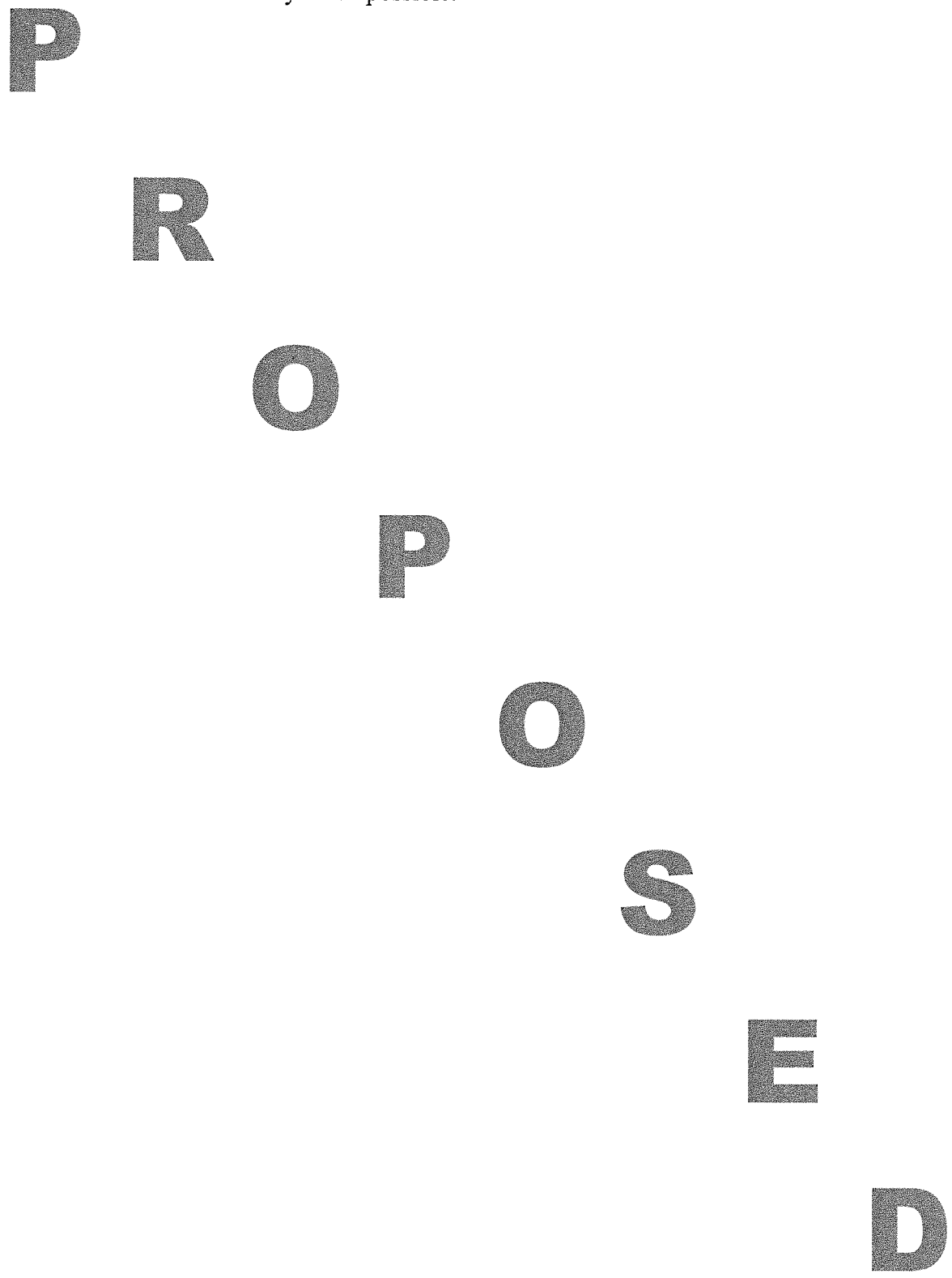
[21] See OAR 839-009-0250(4)(c).

[22] Medical documentation is not allowed in every situation. Review current laws and guidance for more information.

[23] https://www.oregon.gov/boli/employers/Documents/BOLI_Printable_FamilyMedLv.pdf; electronic posting is not sufficient to satisfy this requirement, but may be used to supplement the physical posting.

[24] https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/fmlaen.pdf; electronic posting is sufficient as long as it is posted prominently where it can be readily seen by employees and applicants for employees. The poster and the text must be large enough to be easily read and contain fully legible text.

and FMLA leave entitlements run concurrently. State law requires that FMLA and OFLA leave entitlements run concurrently when possible.



OSBA Model Sample Policy

Code: LBE
Adopted:

Public Charter Schools**

Public charter schools may be established as a new public school or a virtual public school, from one or more existing public schools in the district or a portion of the school, or from an existing alternative education program. A public charter school may not convert an existing tuition-based private school into a charter school, affiliate itself with a nonpublic sectarian school or religious institution, or encompass all the schools in the district unless the district is composed of only one school.

Public charter schools shall demonstrate a commitment to the mission and diversity of public education while adhering to the following goals:

1. Increase student learning and achievement;

2. Increase choices of learning opportunities for students;

3. Better meet individual student academic needs and interests;

4. Build stronger working relationships among educators, parents and other community members;

5. Encourage the use of different and innovative learning methods;

6. Provide opportunities in small learning environments for flexibility and innovation;

7. Create new professional opportunities for teachers;

8. Establish additional forms of accountability for schools; and

9. Create innovative measurement tools.

An applicant must submit a complete public charter school proposal that meets the requirements of Oregon law, and includes other information required by the district in the application process. The public charter school will be located and operated within the sponsoring district except where authorized by law.

The public charter school employer will be determined with each proposal. If the district is the employer, the terms of the current collective bargaining agreement will be examined to determine which parts of the agreement apply. If the district is not the sponsor of the public charter school, the district shall not be the employer and will not collectively bargain with public charter school employees.

The district will determine if it has any vacant or unused buildings and make a list of such buildings; buildings may be made available for public charter school use, subject to Board approval and Board policy.

[Public charter school students may, upon request, be allowed to participate in district programs such as physical education, instrumental and vocal music offerings, or other selected options if space and materials

are available.[1] Students must adhere to state law, Board policies, regulations, and rules concerning student conduct and discipline.] [Public charter school students shall not be permitted to participate in district curricular programs.[2]]

Public charter school students in grades K-8 may participate in their resident district's activities that are offered before or after regular school hours. Public charter school students in grades 9-12 may participate in their resident district's available activities that are sanctioned by the Oregon School Activities Association (OSAA) when the requirements found in Oregon law are met.

The district [will] [will not] provide instructional materials, lesson plans, or curriculum guides for use in a public charter school.

The superintendent will develop administrative regulations to include, but not limited to, the proposal process, review, and appeal procedures, and program evaluation, renewal, and termination.

END OF POLICY

Legal Reference(s):

ORS 327.077
ORS 327.109
ORS 332.107
ORS 338
ORS 339.141
ORS 339.147
ORS 339.450
ORS 339.460
OAR 581-026-0005 - 0710

Every Student Succeeds Act, 20 U.S.C. §§ 6311-6322 (2018).
Senate Bill 767 (2023).

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[1] This does not apply to the Oregon law related to OSAA-sanctioned activity participation.

[2] Unless allowed by Oregon law related to OSAA-sanctioned activity participation.

OSBA Model Sample Policy

Code: LBEA
Adopted:

Resident Student Denial for Virtual Public Charter School Attendance**

{Conditionally Required. This policy is required if the district plans to deny enrollment of a student to attend a virtual public charter school. OAR 581-026-0007}

The district is not required to approve a transfer of a resident student, when more than three percent of the students residing in the district are attending a virtual public charter school not sponsored by the district. The district will ~~{[1]}[annually, [by October 1]]~~ [semiannually, [by October 1 and April 1]] ~~[by [December 1]]~~, calculate the percentage of ~~the number of~~ students residing in the district, who are ~~enrolled in~~attending a virtual public charter school not sponsored by the district. When the established percentage is more than three percent, the district will not approve additional students enrollment to such a virtual public charter school~~, subject to the requirements in Oregon Administrative Rule (OAR) 581-026-0305(2)~~.

~~The district may send a notice of approval or disapproval to a parent[2] of a student who has sent a notice to the district of intent to enroll the student in a virtual public charter school not sponsored by the district (*See* OAR 581-026-0305(3)).~~ A parent must give notice to the district of intent to enroll their student in a virtual public charter school not sponsored by the district, before enrolling their student in such a school and notice of actual enrollment. ~~The district may respond with an approval or disapproval to a parent within [five] [eight] business days{[3]} of receipt of the notice from the parent.~~

If the district is not approving the enrollment, the district must respond with a decision to not give approval within 10 calendar days of receipt of the notice of intent from the parent. Such decision must include:

1. The percentage of students in the district that attend virtual public charter schools that are not sponsored by the district, based on recent calculations;

2. The right to appeal the decision to the State Board of Education;

3. A list of two or more other online options available to the student; and

4. A copy of OAR 581-026-0305 and OAR 581-026-0310.

The district is only required to use data that is reasonably available to the district, including but not limited to the following for such calculation:

1. The number of students residing in the district enrolled in the schools within the district;

~~[1] {Per OAR 581-026-0305(7)(a) the district must choose annual, semi-annual or other date used for calculation; dates are provided as a recommendation only.}~~

~~[2] "Parent" means parent, legal guardian or person in "parental relationship" as defined in Oregon Revised Statute (ORS) 339.133.~~

~~[3] {If a parent does not receive a notice of approval or disapproval from the district within 14 days of sending the notice of intent to enroll to the district, the student shall be deemed approved for enrollment by the district.}~~

2. The number of students residing in the district enrolled in public charter schools located in the district;

3. The number of students residing in the district enrolled in virtual public charter schools;

4. The number of home-schooled students who reside in the district and who have registered with the educational service district; and

5. The number of students who reside in the district enrolled in private schools located within the school district.

A parent may appeal a decision of a district to not approve a student enrollment to a virtual public charter school to the State Board of Education under OAR 581-026-0310.

If the student was enrolled in a virtual public charter school while living in another district and has maintained continuous enrollment in such school since moving into, and residing in this district, approval is not required.

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 338.125

OAR 581-026-0305
OAR 581-026-0310

House Bill 3024 (2023).

9. Action Items
    9.a. Business Services
        9.a.1. Budget Committee Vacancy
    9.b. Facilities & Maintenance/Transportation/Food Services
        9.b.1. Construction Excise Tax Rate

LINCOLN COUNTY SCHOOL DISTRICT
REGULAR BOARD MEETING AGENDA
November 14, 2023

TOPIC: Construction Excise Tax Rate

PREPARED BY: Annette Brooks-Flatt

WILL BE PRESENTED BY: Rich Belloni

TYPE OF ITEM: Consent ☐ Information ☐ Discussion ☐ Decision ☒

DESCRIPTION OF AGENDA ITEM:

Lincoln County School District current construction excise tax rate are $1.45 per square for residential construction and $0.72 per square foot for non-residential construction. Maximum rate for non-residential construction $36,100

Current State authorized rates are $1.56 per square foot for residential construction and $0.78 per square foot for non-residential construction. Maximum rate for non-residential construction $39,100

Staff recommends a $0.11 to $1.56 increase for residential construction and a $0.06 to $0.78 increase for non-residential construction effective upon authorization. The maximum rate for non-residential properties increase to $39,100. Effective January 1, 2024.

SUPERINTENDENT'S RECOMMENDATION:

ADDITIONAL MATERIAL Attached: Yes ☒ No ☐ Available: Yes ☒ No ☐

9/20/13 lku

Issue: Indexing of School Construction Tax Limits
Statute Reference: ORS 320.170
Last Updated: 7/5/2023

Background:
Passed in 2007, SB 1036 allowed school districts to impose a tax on new construction measured by the square footage of improvements (affordable housing, public buildings, agricultural buildings, hospitals, private schools, and religious facilities are exempt). SB 1036 defined and required revenues to be used for capital improvements. Construction taxes imposed by a school district must be collected by a local government, local service district, special government body, state agency or state official that issues a permit for structural improvements regulated by the state building code. An intergovernmental agreement with local governments collecting the tax is required and collection expenses are limited to 4% of tax revenue. DCBS is allowed to establish an administration fee of .25% of tax revenue. School districts with construction tax revenue are required to develop long-term facility plans. Construction taxes may be used for repayment of capital improvement debt.

Tax Limit Calculations:
SB 1036 set tax rate limits of $1 per square foot for residential use and $0.50 for nonresidential use, along with a $25,000 tax limit on nonresidential properties. Beginning in 2009, tax rates were indexed to inflation using the Engineering News-Record Construction Cost Index. As prescribed in statute, DOR is responsible for updating tax rate limits and notifying affected districts. To notify affected districts DOR has partnered with Department of Education who receives updated limit calculations from DOR and notifies the affected districts.

Tax rate limits by fiscal year:

Fiscal Year	2021-22	2022-23	2023-24	2024-25
Residential*	1.41	1.45	1.56	1.63
Non-Residential*	0.70	0.72	0.78	0.82
Non-Residential Max	35,200	36,100	39,100	40,800
* Dollars per square foot				

9.c. Board

9.c.1. OSBA Board and Legislative Policy Committee Elections

10. Items of Information & Discussion

10.a. Teaching & Learning

10.a.1. Early Literacy Oregon RTI

10.b. Special Programs

10.b.1. SIA Annual Report

LINCOLN COUNTY
SCHOOL DISTRICT

LINCOLN COUNTY SCHOOL DISTRICT
Student Investment Account (SIA) Annual Report for 22-23

November 14, 2023

SIA Annual Reporting Requirements

- SIA recipients are required by statute to review their own progress on an annual basis through an annual progress report and financial audit.

- ODE's annual report consists of four narrative questions and Progress Marker Ratings.
  - Progress Marker Ratings remain optional for the 21-23 biennium.

- SIA recipients are required to:
  - present their annual report to their governing board at an open meeting with opportunity for public comment,
  - and post the report to the district or charter school website.

Annual Report Narrative #1

What changes in behavior, actions, policies or practices have you observed related to SIA implementation during the 2022-23 school year? How do you see these changes contributing to the goals and outcomes in your SIA plan?

- Policy AAA - Equity Lens
- Aligned programs that support students outside of the classroom.
- Ability to provide assistance to families and students in accessing community supports.
- Creation of Tier II and Tier III supports in academics and behavior
- Providing support to elementary teachers that increases their ability to reach all students
- Increase in the districts understanding of our community's needs and how to respond
- Increase in the access to music instruction

These changes demonstrate a multifaceted approach to improving student outcomes, including academic performance, behavior, and well-being, which aligns with the goals of the SIA plan. These changes reflect a commitment to fostering an inclusive and supportive learning environment that addresses the diverse needs of students.

Annual Report Narrative #2

What barriers or challenges to SIA implementation have you experienced that are helpful for your community and/or state leaders to be aware of? What adjustments, if any, did you make to your SIA plan as a result of these challenges?

Barriers/Challenges

Unfilled positions - used $ to pay for other activities
Lack of qualified applicants
High turnover
Lack of qualified subs to fill positions when permanent employees take long term protected leave

Adjustments

Hired an SLC TOSA
Purchased Special Education curriculum
Paid for all HS Pay to Play fees
Hired additional Bilingual Customer Service Coordinators at TOES, OL
Paid for MS Coaches

Annual Report Narrative #3

SIA implementation includes ongoing engagement with all students, focal students, families, staff, and community partners. How have relationships with or between those groups changed and/or been maintained throughout this academic year?

- Hispanic family engagement ongoing - Newly hired Hispanic Family Liaison. We had three family events last year. We used parent feedback to plan for events.
- Title I family nights maintained and changed the family nights to coincide with other activities to ensure more parent input.
- Special Education family nights - Started having them! 6 in total last year. Developmental Disability Services and Area Service Coordinators present to provide information to families on resources. Presentation on special education services through age 21, with opportunity for input and questions from families.
- Service Coordinators and nurses had tables for educating families on services available at our schools. They set up at conferences and planned school engagement evenings at schools.
- Survey of staff: specifically related to elementary reading and elementary math and new teachers (TOSAs)
- Community agencies LCMH, LCJD, Reconnections, Olalla using school facilities to meet with students and or involved in Tier 2 SEL groups. We served over 80 students in Tier 2 SEL groups co-facilitated with LCMH.

Annual Report Narrative #4

As you think about what guided your choices and prioritization efforts in this year of SIA implementation, what stands out? How will what you've learned this year impact future SIA implementation efforts?

- Intentional support of our students and families in historically underrepresented groups. (Indian Education, Multilingual learner, special education)
- District-level community outreach activities have been consolidated this year to draw more participation from the community and expand the range of programs and services offered as topics
- Providing healthy and equitable opportunities to engage in education: nursing staff, service coordinators, bilingual staff
- Supporting well rounded education for students: music, co-curricular opportunities,
- Continued PD and learning for Student Support Facilitators: MTSS, Functions of Behavior, Restorative Practices, PBIS, intervention implementation and data tracking

We believe what we have learned will serve as a foundation for future initiatives. The intentional support for these things will continue to be guiding principles in ensuring that every student receives the support and resources they need to thrive.

10.c. Board

10.c.1. Public Comment (This time is reserved for general public comment to the Board)

10.d. Other

10.d.1. Reminders/Announcements

10.e. Adjournment

Board Goals 2024-2029

GOAL ONE: Lincoln County School District will establish and meet high expectations for student achievement.

GOAL TWO: Lincoln County School District will create equitable, diverse, inclusive, and accessible learning environments across the district within a framework of excellence in education.

GOAL THREE: LCSD will provide for the long term health and welfare of our facilities and finances, focusing on accessibility, technological innovation, and purposeful utilization.

GOAL FOUR: Lincoln County School District will strengthen community relationships through communication and engagement with staff, students, families, and community partners.

Lincoln County School District Equity Team
Land Acknowledgement Statement

We ask that you take a moment to stop what you are doing, to listen to these words as we recognize the land that we currently inhabit. No matter where each of us is physically located in Lincoln County, we must understand that we are on traditional homelands and unceded territories of indigenous peoples. Where we live in Lincoln County, these are the ancestral homelands for the Confederated Tribes of Siletz Indians.

Lincoln County School District acknowledges the Confederated Tribes of Siletz Indians that consists of over 30 bands originating from Northern California to Southern Washington. The Confederated Tribes of Siletz Indians currently occupy and manage 9,310 acres located here in Lincoln County but is a mere fraction of their original 1855 1.1 million-acre Siletz coastal reservation. We must remember the people of the Confederated Tribes of Siletz Indians are and will forever be the first stewards of this land, water, and fish.

We acknowledge and recognize the continued sovereignty of the Confederated Tribes of Siletz Indians and honor their ancestral homelands. We are committed to bringing awareness to their history and the existence of the Confederated Tribes of Siletz Indians since time immemorial.

NON-DISCRIMINATION: Lincoln County Schools do not discriminate nor tolerate discrimination on the basis of an individual's race, color, religion, sex, sexual orientation, national origin, disability, gender identity, marital status or age or because of the race, color, religion, sex, sexual orientation, national origin, disability, gender identity, marital status or age of any other persons with whom the individual associates.