Alsea School Board Meeting
Thursday, January 12, 2023 Executive Meeting

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

1. Call to Order
   Executive Session 6:30 PM Session begins 1831
   To consult with counsel concerning the legal rights and duties of a public body with regard to current
   litigation likely to be filed. (ORS 192.660(2)(h)
2. 6:30 PM Executive Session:
   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))
3. 7:00PM Return to Open Session
   1859 return to Open Session
4. Flag Salute
5. Approval of the Agenda

   Deb Lindberg Motion to Approve the Agenda with amendments; Ryan VanLeuven; Seconded, All in Favor. This motion, made by Deb Lindberg and seconded by Ryan VanLeuven, Carried.
   Risteen Follett: Yea, Deb Lindberg: Yea, Linda Montanez: Yea, Ryan VanLeuven: Yea, Robert Webb: Yea
   Yea: 5, Nay: 0
   Approval of the Agenda - with the amendment of adding the executive session at the end of the open
   Session in regard to current litigation likely to be filed. (ORS 192.660(2)(h). Move action item 15c of the
   Policy reading to the next meeting as a 3rd reading. The agenda was approved with amendments, Debra
   Lindberg approved. Ryan VanLeuven seconded. All in favor, yea.
6. Discussion
   a. Superintendent Search

   Vince Adams joined us via the internet. Debra Lindberg has been speaking with him. Confidentiality sheets need to be signed and returned to Jennifer Nelson prior to the next
   meeting.. The next meeting will be on January 17th to discuss the process. The screeners and the
   board will get their first glimpse of the applicants. Linda Montanez asked about attending
   virtually being a possibility. Debra Lindberg also said that they need to be sure to download the
   Revelus app prior to the meeting. This is the online program that holds all the documents of the
   applicants. Superintendent Gallagher asked if the existing superintendent is a part of the process.

Mr. Adams said that they do not typically during the initial stages of the process. But they often
do start taking part towards the end of the process. Mr Adams told the Board that by extending
the application deadline allowed for more applicants to apply. Overall applicants for Superintendent positions are down.

Alsea School District

Proposed 2022 Executive Search Calendar

DATE	BOARD	CONSULTANT
***Sep 22**	• Declare vacancy • Approve executive search process calendar *Regular public meeting*	• Facilitate board approval of search calendar
Sep 28 – Oct 19	Online survey available	• Facilitate staff and community input for new executive qualifications
***Oct 27 (Scheduled Meeting)**	• Discuss and adopt desired qualities and qualifications • Set dates, times and location of screening committee training • Identify potential screening committee members • Create salary range for posting *Regular public meeting*	• Present public input report to board • Facilitate conversation on screening committee and salary range
Oct 28 – Nov 2		• Develop professional recruiting electronic flyer • Develop notice of vacancy • Advertise position
Nov 3		• Begin accepting applications
Dec 15 (Scheduled Meeting)	• Select screening committee members *Regular public meeting*	
Nov 3 – Jan 16	10 Weeks	• Receive applications • Recruit candidates respond to inquiries
Jan 16		• Applications close • Review all applicant submissions; prepare for screening
***Jan 17**	• Attend screening committee training • Review list of candidates • Establish contract parameters *Special public meeting/executive session*	• Train screening committee on screening process, tools and timeline
Jan 18 - 23	• Screen applications and submit rankings	• Assist with ranking process as needed

***January 24**	• Select candidates to interview • Develop interview schedule • Develop interview questions • Establish contract parameters *Special public meeting/executive session*	• Present screening committee/board ranking results; facilitate board's selection of candidates to interview • Train board on interview procedures • Train board on proper internet & social media check protocols • Provide interview questions for review and facilitate consensus on interview questions
Jan 25 – Feb 6	• Conduct internet & social media checks on upcoming interviewees	• Schedule initial interviews with candidates • Assist with internet & social media checks, as needed.
***Feb 7-11 (T.B.D.)**	• Debrief results from internet & social media checks • Conduct interviews • Select finalists *Special public meeting/executive session*	• Attend last interview and facilitate selection of finalists • Train board on conducting in-depth reference checks and site visits
Feb 12-19	• Conduct in-depth reference checks and site visits	• Schedule finalists' interviews • Assist with reference checking and site visits as needed
***Feb 20-21 (T.B.D.)**	• Hold finalists forum/"Day in the Community" • Debrief reference checks and site visit information • Conduct final interviews *Special public meeting/Executive session*	• Develop finalist forum schedule, if needed • Moderate community Q&A as needed • Attend final interview and facilitate consensus on "first choice" candidate
Feb 22-26	• Negotiate contract with "first choice" candidate	
Feb 27	• Vote to hire candidate/approve contract in open public meeting • Announce selection *Special public (virtual?) meeting*	• Develop press release, if needed
Before July 1	• Create transition plan for new executive and board	• Meets with the new executive & board to create transition plan
July 1	• New executive begins	
After July 1	• COSA mentoring program provided to the new executive	Acts as a liaison between school district/executive and COSA as needed. OSBA provides part of the content for this mentoring program.

* Consultant is in attendance (may be virtually).

7. District Recognition:
    a. Brick and Mortar
        i..Employee
        ii. January is School Board Recognition Month

a. Brick and Mortar

i. Employee - Joe Martinez, is an Instructional Assistant but he has been much more than
that. He coaches kids, teaches kids sign language, helps students in the classroom as well
as talks to kids in the hallways. He exhibits extreme flexibility and ability to rock his job.

ii. January is School Board Recognition Month

Superintendent Gallagher recognized the hours they volunteer to serve as Board members. These are elected positions. The board members spend countless hours overseeing district happenings.

Risteen Folett has served - 2 years
Linda Montanez has served - 8 years
Ryan VanLeuven has served - 9 months
Debra Lindberg has served - 6 years
Robert Webb - 8 prior, plus 9 months

8. Superintendent Report:
    Sean Gallagher
    a. District Priorities Update
    b. Bond GMP Update
    c. Seesaw

a. District Priorities Update

Superintendent Gallagher spent time over winter break to review the document adding additional
information.

Developed: Board policy revision, efficient and effective meetings, state conferences we had
representation at the Bend but not able to make the Portland conference, guide and evaluate and
supervise the Superintendent, created district school improvement plan with help from an ESD
advisor, OSBA sponsored charter review, Increased communications to the Board, staff and
community. With attendance to staff meetings, fireside chats, with adding a public information
officer, addition of board books, restructuring of the hierarchy chart from the Superintendent's
office only, HR reset project, job descriptions, contracts, leaves and accountability; we have had
to completely reset Frontline, restore clear expectations for all HR related issues such as job

descriptions, natural attrition with what might be deemed unnecessary staff, faculty handbook,
teacher mentoring program, training for subs and Instructional Assistants, negotiations with
certified union.
In Progress: Budget, restoring checks and balances with purchasing process, restore a sustainable
budget, programs in terms of refocus on division 22 standards, accreditation process for the high
school, Oregon records management system implementation, conversion from SIS to Synergy,
textbooks. 30% completed with ELA adoption, the math textbook adoption has been completed, state
and federal reports trying to get those all back under the superintendent's office. 50% on making
sure who is in charge of the reports, restoring order in checks and balances with communications
with the community. Bond project, the seismic application; we have tried for two years for a
TAP grant, it has been recommended that we start the process over, Superintendent Gallagher
reached out to a company that he has completed seven seismic projects with. Shirley Koetz is
starting work on the application for the TAP grant. Superintendent hiring process,
b. Bond GMP Update; Currently being updated, Bond project update, board has been doing due
diligence with this project. There has been a lot of catching up to do as well as a lot of technical.
Since time has evolved, CB construction is updating the GMP contract. Bond oversight meeting
happened yesterday. Superintendent Gallagher is recommending a meeting on January 26 to
approve moving forward.
c. Seesaw - Heather Shunk presented
LaHO wants to move forward with breaking ties with Paradigm and switch to Seesaw as a
platform. Seesaw is well known across the country, it brings a lot of pieces together and allows
better collaboration with parents and teachers. The unique part of LaHO is we are already using a
platform that is similar. Seesaw started out as a collaboration with teachers. In the last 5 years
they have added a K-5 standards-based curriculum piece. A lot of teachers are already using
some of this as a supplement for parents. It has an embedded assessment tool for teachers to use

in real time. Equitable access, multiple languages that curriculum can be translated to. Supportive
for Special Ed students as well. The cost to the district is about $58,000 per year as opposed to
$600,000 for Paradigm. Superintendent requested a link that can be shared with the school board
so they can have an opportunity to view the program.

ALSEA SCHOOL DISTRICT
BOND PROGRAM
OVERALL BUDGET
JANUARY 8, 2023

Program Expense	Original Budget	Paid to Date	Remaining Balance	Revised Budget
Hard Cost				
District Wide Project				
School Projects	$ 4,316,505			
Building Restrooms		$ 233,517		$ 233,517
Electrical Upgrade				$ 768,545
Panel Room				$ 253,088
HVAC Upgrade				$ 663,780
VOC				$ 2,376,306
Construction Contingency	$ 227,184	$ -	$ 227,184	$ 227,184
Construction Sub Total	**$ 4,543,690**	**$ 233,517**	**$ 227,184**	**$ 4,522,420**
Soft Cost				
Administrative Cost				
Legal Fees	$ 10,000	$ -	$ 10,000	$ 10,000
Bond Counsel	$ -	$ -	$ -	$ -
Bond Issuance Cost	$ 106,291	$ 106,291	$ 0	$ 106,291
Builders Risk Insurance	$ 25,000	$ -	$ 25,000	$ 25,000
Project Management	$ 189,916	$ -	$ 189,916	$ 189,916
Reimbursable Expenses	$ 20,000	$ -	$ 20,000	$ 20,000
Other Administrative Charges	$ -	$ -	$ -	$ -
Site Cost				
Site Survey	$ 15,000	$ -	$ 15,000	$ 15,000
Geo-Tech Report	$ 15,000	$ -	$ 15,000	$ 15,000
Planning Cost				
Design Fees	$ 318,058	$ 125,721	$ 192,337	$ 318,058
A & E Reimbursable Expenses	$ -	$ -	$ -	$ -
Commissioning	$ 25,000	$ -	$ 25,000	$ 25,000
Hazardous Materials Consultant	$ 15,000	$ -	$ 15,000	$ 15,000
Building Envelope Consultant	$ -	$ -	$ -	$ -
Constructability Review	$ -	$ -	$ -	$ -
Special Inspection and Testing	$ 15,000	$ -	$ 15,000	$ 15,000
Plan Review & Building Permits	$ 7,500	$ -	$ 7,500	$ 7,500
Printing & Plan Distribution	$ 2,500	$ -	$ 2,500	$ 2,500
Miscellaneous Fees	$ 10,000	$ -	$ 10,000	$ 10,000
Ed Specs	$ -	$ -	$ -	$ -
Kitchen	$ -	$ -	$ -	$ -
Miscellaneous				
Legal Advertisements	$ 2,500	$ -	$ 2,500	$ 2,500
Furniture, Fixtures, and Equipment (FF&E)	$ 1,820	$ 1,820	$ -	$ 1,820
Technology	$ -	$ -	$ -	$ -
Technology (Design)	$ -	$ -	$ -	$ -
Acoustics	$ -	$ -	$ -	$ -
Criminal Background Checks	$ 1,000	$ -	$ 1,000	$ 1,000
System Development Charges	$ 45,437	$ -	$ 45,437	$ 45,437
Value Engineering	$ -	$ -	$ -	$ -
Utility Connection Fee	$ 57,460	$ -	$ 57,460	$ 57,460
Unallocated Owner Contingency	$ -	$ -	$ -	$ -
Inflation	$ -	$ -	$ -	$ -
Sub Total Soft Cost	**$ 882,482**	**$ 233,832**	**$ 648,650**	**$ 882,482**
Total Project Cost	**$ 5,426,172**	**$ 467,349**	**$ 875,835**	**$ 5,404,902**

ALSEA SCHOOL DISTRICT
BOND PROGRAM
REVENUE BUDGET
JANUARY 8, 2023

Program Revenue [1]		Original Budget	Received to Date	Allocated to Date	Unallocated Balance	Revised Budget
Bond and Other Proceeds						
Bond Proceeds		$ 2,100,000	$ -	$ -	$ 2,100,000	$ 2,100,000
Bond Premium		$ 189,477	$ -	$ -	$ 189,477	$ 189,477
OSCIM Grant		$ 2,100,000	$ -	$ -	$ 2,100,000	$ 2,100,000
Seismic Grant	2	$ -	$ -	$ -	$ -	$ -
Miscellaneous Grant		$ -	$ -	$ -	$ -	$ -
Investment Income		$ -	$ -	$ -	$ -	$ -
ODE Facility Grant (1.75%)		$ -	$ -	$ -	$ -	$ -
Energy Trust of Oregon (ETO) Incentives		$ -	$ -	$ -	$ -	$ -
Public Purpose Charge - SB 1149		$ -	$ -	$ -	$ -	$ -
ESSER II (September 2023)		$ 68,520				$ 68,520
ESSER III (September 2024)		$ 164,600	$ -	$ -	$ 164,600	$ 164,600
General Fund		$ 474,500	$ -	$ -	$ 474,500	$ 474,500
Other Funding Sources		$ -	$ -	$ -	$ -	$ -
Total Revenue		**$ 5,097,097**	**$ -**	**$ -**	**$ 5,028,577**	**$ 5,097,097**

1. Program Revenue Budgets are an estimate. Accuracy should be verified by district personnel.
2. Application is being submitted for the April 2023 award

AIA® Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the day of in the year , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the day of in the year (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Alsea S.D. 7J Building Renovations & Additions
HVAC Upgrade
Alsea, OR

THE OWNER:
(Name, legal status, and address)

Alsea School District 7J
301 S Third Street
Alsea, OR 97324

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

CB Const, Inc
1202 Adams Avenue
La Grande, OR 97850

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ($ 669,812.49), subject to additions and deductions by Change Order as provided in the Contract Documents.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

Per attached schedule of values

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

(Table deleted)
None at this time.

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of execution of this Amendment.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Date of commencement to occur 2 weeks from issuance of Notice to Proceed.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion
§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[X] Not later than (To be determined based on material lead times) calendar days from the date of commencement of the Work.

[ ] By the following date:

(Table deleted)
(Paragraph deleted)
§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Architects most recent specifications

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Architects most recent plans.

Number	Title	Date

(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

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This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Sean Gallagher, Superintendent	Derek Howard, PE, Owner
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for

AIA® Document A133™ – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:04:48 PT on 10/13/2022.

PAGE 1

Alsea S.D. 7J Building Renovations & Additions
HVAC Upgrade
Alsea, OR

...

Alsea School District 7J
301 S Third Street
Alsea, OR 97324

...

CB Const, Inc
1202 Adams Avenue
La Grande, OR 97850

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ($ 669,812.49), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

Per attached schedule of values

...

~~**Item**~~ ~~**Price**~~

None at this time.

...

[**X**] Established as follows:

...

Date of commencement to occur 2 weeks from issuance of Notice to Proceed.

PAGE 3

[**X**] Not later than (To be determined based on material lead times) calendar days from the date of commencement of the Work.

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User Notes: (1785358700)

...

~~**§ A.2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:~~

~~**Portion of Work**~~	~~**Substantial Completion Date**~~

...

Architects most recent specifications

...

Architects most recent plans.

...

~~**§ A.3.1.4** The Sustainability Plan, if any:~~
~~*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*~~

~~**Title**~~	~~**Date**~~	~~**Pages**~~

~~Other identifying information:~~

~~**§ A.3.1.5** Allowances, if any, included in the Guaranteed Maximum Price:~~
~~*(Identify each allowance.)*~~

~~**Item**~~	~~**Price**~~

PAGE 4

Sean Gallagher, Superintendent

Derek Howard, PE, Owner

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Derek Howard, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:04:48 PT on 10/13/2022 under Order No. 2114349450 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

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(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

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Panel Room Upgrade
Alsea, OR

THE OWNER:
(Name, legal status, and address)

Alsea School District 7J
301 S Third Street
Alsea, OR 97324

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

CB Const, Inc
1202 Adams Avenue
La Grande, OR 97850

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ($ 369,847.71), subject to additions and deductions by Change Order as provided in the Contract Documents.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

Per attached schedule of values

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

(Table deleted)
None at this time.

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of execution of this Amendment.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Date of commencement to occur 2 weeks from issuance of Notice to Proceed.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion
§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[X] Not later than (To Be Determined based on material lead times) calendar days from the date of commencement of the Work.

[ ] By the following date:

(Table deleted)
(Paragraph deleted)
§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Architects most recent specifications

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Architects most recent plans.

Number	Title	Date

(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

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This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Sean Gallagher, Superintendent	Derek Howard, PE, Owner
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for

AIA® Document A133™ – 2019 Exhibit A

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PAGE 1

Alsea S.D. 7J Building Renovations & Additions
Panel Room Upgrade
Alsea, OR

...

Alsea School District 7J
301 S Third Street
Alsea, OR 97324

...

CB Const, Inc
1202 Adams Avenue
La Grande, OR 97850

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ($ 369,847.71), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

Per attached schedule of values

...

~~**Item**~~ ~~**Price**~~

None at this time.

...

[**X**] Established as follows:

...

Date of commencement to occur 2 weeks from issuance of Notice to Proceed.

PAGE 3

[**X**] Not later than (To Be Determined based on material lead times) calendar days from the date of

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User Notes: (1282622038)

commencement of the Work.

...

~~**§ A.2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:~~

~~**Portion of Work**~~	~~**Substantial Completion Date**~~

...

Architects most recent specifications

...

Architects most recent plans.

...

~~**§ A.3.1.4** The Sustainability Plan, if any:~~
~~*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*~~

~~**Title**~~	~~**Date**~~	~~**Pages**~~

~~Other identifying information:~~

~~**§ A.3.1.5** Allowances, if any, included in the Guaranteed Maximum Price:~~
~~*(Identify each allowance.)*~~

~~**Item**~~	~~**Price**~~

PAGE 4

Sean Gallagher, Superintendent

Derek Howard, PE, Owner

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User Notes: (1282622038)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Derek Howard, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:54:31 PT on 10/26/2022 under Order No. 2114349450 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the day of in the year , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the day of in the year (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Alsea S.D. 7J Building Renovations & Additions
VOC Building
Alsea, OR

THE OWNER:
(Name, legal status, and address)

Alsea School District 7J
301 S Third Street
Alsea, OR 97324

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

CB Const, Inc
1202 Adams Avenue
La Grande, OR 97850

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ($ 2,433,836.12), subject to additions and deductions by Change Order as provided in the Contract Documents.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (1668443752)

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

Per attached schedule of values

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

(Table deleted)
None at this time.

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of execution of this Amendment.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Date of commencement to occur 2 weeks from issuance of Notice to Proceed.
Substantial Completion to occur approximately 10 months from start of construction.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion
§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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User Notes: (1668443752)

[X] Not later than (365) calendar days from the date of commencement of the Work.

[ ] By the following date:

(Table deleted)
(Paragraph deleted)
§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Architects most recent specifications

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Architects most recent plans.

Number	Title	Date

(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

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User Notes: (1668443752)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Sean Gallagher, Superintendent	Derek Howard, PE, Owner
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for

AIA® Document A133™ – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

Alsea S.D. 7J Building Renovations & Additions
VOC Building
Alsea, OR

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Alsea School District 7J
301 S Third Street
Alsea, OR 97324

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1202 Adams Avenue
La Grande, OR 97850

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ($ 2,433,836.12), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

Per attached schedule of values

...

~~**Item**~~ ~~**Price**~~

None at this time.

...

[**X**] Established as follows:

...

Date of commencement to occur 2 weeks from issuance of Notice to Proceed.
Substantial Completion to occur approximately 10 months from start of construction.

PAGE 3

[**X**] Not later than (365) calendar days from the date of commencement of the Work.

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...

~~**§ A.2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:~~

~~**Portion of Work**~~	~~**Substantial Completion Date**~~

...

Architects most recent specifications

...

Architects most recent plans.

...

~~**§ A.3.1.4** The Sustainability Plan, if any:~~
~~*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*~~

~~**Title**~~	~~**Date**~~	~~**Pages**~~

~~Other identifying information:~~

~~**§ A.3.1.5** Allowances, if any, included in the Guaranteed Maximum Price:~~
~~*(Identify each allowance.)*~~

~~**Item**~~	~~**Price**~~

PAGE 4

Sean Gallagher, Superintendent

Derek Howard, PE, Owner

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Certification of Document's Authenticity

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I, Derek Howard, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:05:49 PT on 10/13/2022 under Order No. 2114349450 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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User Notes: (1668443752)

District Administration Office
Mr. Sean Gallagher – Acting Superintendent
301 S 3rd St
Alsea, OR 97324
Office: 541 487-5643
Fax: 541 487-4089

Email: sean.gallagher@alsea.k12.or.us
www.alsea.k12.or.us

MEMO

Date: 01/12/2023

To: Board of Directors

From: Sean Gallagher – Acting Superintendent

Re: Bond Project Update

The district has been conducting their due diligence with ensuring all legal requirements are in place before the contractor GMP's are in place. The district has acquired the services of legal counsel to guide this effort along with a project advisor through LBL ESD. The district issued a certified letter to CB Construction in December for an immediate response on areas that were either not defined or the district felt were missing. CB Construction responded favorably in accordance to legal counsel and our project advisor. Since time has evolved through this process since the last GMP's were submitted to the district at the end of October, CB Construction will need time to verify the figures from sub-contractors are still accurate and due to capacity issues, CB will not be able to conduct the electrical work, thus they are actively searching for an electrical contractor to complete the work.

After meeting with the Bond Oversite Committee (BOC) on January 11, 2023 with CB Construction and Straightline Architects, it is recommended that the Board of Directors sets a special meeting for January 26, 2023 to review the updated GMP's that CB Construction will be submitting by January 18, 2023. I look forward to moving this project forward.

District Administration Office
Mr. Sean Gallagher – Acting Superintendent
301 S 3rd St
Alsea, OR 97324
Office: 541 487-4305
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Cell: 541 417-0326
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www.alsea.k12.or.us

MEMO

Date: 1/12/2023

To: Board of Directors

From: Sean Gallagher – Superintendent

Re: District Priorities for 2023-24

This mid-year progress report indicates where the district is with implementing the listed priorities below. The following codes are used in the following formate (D, I/NI, C):

D = Developed
I = Implemented or NP = No Progress
C = ~% Completed

Board Development

- Board Policy Development
  - OSBA Policy Revision (D, I, 50%)
- Efficient and Effective Board Meetings
  - OSBA Professional Development & Training
    - Regional (D, I, ??) (Vince Adams)
    - State Conferences (D, I, 50%)
  - OSBA Board Chair Development & Training Network (??)
- Guide, evaluate, and supervise the Superintendent
  - Restore Supt Evaluation Process (D, I, 50%)

Superintendent

- School Improvement
  - Create a district Continuous Improvement Plan (CIP)
    - Aligning for Student Success (AFSS) – ODE (D, I, 25%)

    - OSBA sponsored charter review (D, NI, 0%)
- Increase communications to Board of Directors, Staff, & Community
    - Board Weekly Notes (D, I, 80%)
    - Regular attendance at staff meetings (D, I, 50%)
    - Fireside Chats (D, I, 50%)
    - Public Information Officer generated press releases (D, I, 50%)
    - Implementation of BoardBooks (D, I, 80%)
- Personnel
    - Restructure ASD Hierarchical Chart (D, I, 50%)
    - HR Reset Project (COSA)
        - Salary schedule rebalancing & comparison analysis (D, I, 100%)
        - Job Descriptions (D, I, 80%)
        - Contracts (D, I, 90%)
        - Leaves and accountabilities (D, I, 85%)
    - Restore clear expectations for all HR related issues
        - Reauthor & implement job descriptions (D, I, 80%)
    - Hires:
        - Necessary positions with natural attrition of non-necessary positions (D, I, 80%)
    - Restore Staff Evaluations Process in accordance with state law (D, I, 80%)
    - Author Faculty Handbook (D, I, 80%)
        - Leaves
        - Processes
        - Expectations
        - Position classifications
        - Hiring process
    - Teacher Mentoring Program with LBL ESD (D, I, 90%)
    - Training for substitutes and instructional aides (D, I, 50%)
    - Negotiations with Certified Union (D, I, 25%)
- Budget
    - Restore a 10-15% cash carryover (In Progress)
        - Target = $1.8-2.0M
        - Current Cash Carryover = $1.3M
    - Restore checks and balances (D, I, 95%)
    - Restore a sustainable budget (In progress)
- Programs
    - Refocus district on priority programs that meet Division 22 Standards (D, I, 70%)
    - AHS Accreditation Project (No progress)
    - Oregon Records Management System (ORMS) Implementation (5% progress)
    - Conversion from SIS to Synergy (D, I, 10%)
- Curriculum
    - Lead district in restoring curriculum cycles and curriculum that meets state standards and are effective tools for classroom instruction
        - ELA Textbook Adoption K-12 (D, I, 30%)
        - Math Textbook Adoption 7-12 (D, I, 100%)

- State/Federal Reports
  - Restore a system of gathering and reporting accurate data (D, I, 80%)
  - Reassign appropriate personnel to be in charge of certain state reports that align with job descriptions (D, I, 50%)
- Facilities
  - Bond Project (D, I, 50%)
    - Restore order and checks & balances in the process for the district and community (D, I, 80%)
    - Ensure that the community garners the best value for their tax money (D, I, 80%)
  - Seismic Application (D, I, 25%)
- Superintendent Services
  - Assist the district in securing a new Superintendent that is a good match after my tenure (D, I, 75%)
- Other

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MEMO

Ok's Board for approval

1/12/23

Date: 1/10/2023

To: Board of Directors

From: Sean Gallagher – Acting Superintendent
Tim France - Principal, Learn at Home Oregon
Heather Shunk - Assistant Principal, Learn at Home Oregon

Re: Seesaw Curriculum Adoption

Recommending Seesaw Curriculum adoption for the following reasons:

1. Dedicated to providing high quality substantive educational curriculum to support the work of teachers and students towards reaching academic goals and objectives in accordance with state standards.
2. Currently, K-5 teachers are independently finding resources and developing curriculum that aligns with state standards, and this adoption would allow for a tremendous amount of support in their efforts.
3. Seesaw platform provides engaging, high-quality, differentiated instruction across all academic content areas that meet state standards and focuses on increased feedback and interaction between students, teachers, and families.
4. Seesaw technology provides support for all learners to access high quality content in an equitable manner.
5. Although a newer curriculum, Seesaw is becoming well known as teachers and districts are finding great success implementing this to provide opportunities for students to build confidence while targeting standards.
6. Intuitive tools simplify data-informed and differentiated instruction within all academic areas, so every student receives the right level of support and challenge.
7. Foundational math and literacy skills, comprehensive computer science, social emotional and personal development lessons are provided within the Seesaw curriculum.

8. Built in assessment, reflection, and connection activities are easily accessible and intuitive for all participants.
9. Audio and text directions for assignments are provided in 100+ languages supporting equitable access for all students.
10. Student-driven portfolios are created within the platform to support reflection, growth mindset, and motivation. Portfolios capture student progress and are shared with an authentic audience - teachers, peers and family members.
11. Seesaw focuses on engaging all adults that are invested in the academic and personal path of each student. Additional family members can be invited to student accounts to provide encouragement and support in real time with text and audio posts.
12. A comprehensive progress monitoring system is embedded in the program which supports competency-based assessment and gives teachers a more complete picture of student's progress in real time.
13. Analytics provide details on student progress with-in standards based skill activities and lessons, and multiple views of student engagement.
14. Communication and engagement is a key component of the Seesaw platform. Teachers, specialists, support staff, and family members are able to share resources, updates, and collaborate to meet the unique needs of each student.
15. Seesaw provides a platform for creating a highly engaging community of learning where students can receive feedback and support from fellow students.
16. Seesaw provides extensive online resources to support teachers, administrators, families, and students.

Seesaw contract is for 400 students, which would allow a few elementary teachers at ASD Brick & Mortar to explore the possibility of utilizing the platform within their classrooms as well.

The district recommends that the board approves the Seesaw K-5 Curriculum. The cost is $4,780 for 400 students.

DocuSign Envelope ID: 84C42475-B259-4F8C-9C23-35DF6EFA52F1

Seesaw

Company Address	548 Market St. PMB 98963 San Francisco, CA 94104 United States	Bill To Name	Alsea School District 7J
		Created Date	12/15/2022
		Expiration Date	12/31/2022
		Quote Number	00054466

Please send any billing questions to ar@seesaw.me

Contract Summary

Contract Start Date	1/1/2023	Contract End Date	12/31/2023
# of Students	400.00	**For non-US customers only:**	
Total Price	USD 4,108.21	Do you have a VAT/GST registration number or equivalent?	
Tax	USD 0.00		
Grand Total	USD 4,108.21	If yes, enter registration number here:	

Contract Details

Product	Quantity	Sales Price	Total Price	Invoice Date
Credit	1.00	USD -671.79	USD -671.79	1/1/2023
Seesaw - District	400.00	USD 11.95	USD 4,780.00	1/1/2023

Admin Sponsor (e.g. Principal, Director of Instructional Tech, etc.)

Decided to purchase (or renew) Seesaw. Will be included in conversations about our partnership progress.

Name: Sean Gallagher
Title: Superintendent
Email: sean.gallagher@alsea.k12.or.us
Phone: 5414875643

Seesaw Lead

Responsible for Seesaw training and adoption. Main Seesaw point of contact throughout the contract.

Name: Heather Shunk
Title: LAHO Principal
Email: heather.shunk@alsea.k12.or.us
Phone: 5415314213

Tech Lead (Who can help set up your school?)

Lead for Seesaw's technical implementation. Point of contact for technical issues or updates.

Name: Nathan Roberts
Title: Technology Director
Email: nathan.roberts@alsea.k12.or.us
Phone: 5414875653

Billing Contact - Accounts Payable (Who will pay the invoice?)

Receives invoices. Point of contact on payment-related matters.

Name: Brynn Campbell
Title: A/P
Email: brynn.campbell@alsea.k12.or.us
Phone: 5414875665

School Address

DocuSign Envelope ID: 84C42475-B259-4F8C-9C23-35DF6EFA52F1

Address: P.O.Box B

City: Alsea

State: Oregon

Zip / Post Code: 97324

Upon signing by Customer and submission to web.seesaw.me or your sales representative, this Order Form shall become legally binding unless this Order Form is rejected by Seesaw Learning, Inc. for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form.

This Order Form is governed by the terms of the Seesaw Learning, Inc. Master Services Agreement ("Agreement") found at https://web.seesaw.me/msa unless (i) Customer has a written master services agreement executed by Seesaw Learning, Inc. for the Services, in which case such written subscription agreement will govern or (ii) otherwise set forth herein. By signing below, the parties agree to be bound by the Agreement.

Name: Sean Gallagher

Date: 12/15/2022

Company: Alsea School District

Title: Superintendent

Email: sean.gallagher@alsea.k12.or.us

PO Number (if required):

Accepted By: DocuSigned by: Sean Gallagher 92D2A615F61640D...

Seesaw Signature

Name:

Company:

Accepted By:

Date:

One Platform for Educators, Students, & Families



High-Quality Instruction

Flexible instructional tools help teachers reach every student with their best teaching practices.

Support student creation, agency, and motivation while making learning accessible for all.

Actionable Insights

Intuitive multimodal tools make what students actually know visible.

Teachers have the insights they need to meet students where they are.

Family Engagement in Learning

Engage all adults in a student's life as partners in learning.

Student-led portfolios and flexible messaging tools keep families in the loop and help educators to keep learning going at home.



"I don't say this lightly... Seesaw has been an absolute game changer for teachers."

- Eric LeMoine, Beaverton School District

Seesaw Functionality That Meets Our Immediate Online Academic and School Wide Needs:

- Dedicated to providing high quality substantive educational curriculum to support the work of teachers and students towards reaching academic goals and objectives in accordance with state standards.
- Currently, K-5 teachers are independently finding resources and developing curriculum that aligns with state standards, and this adoption would allow for a tremendous amount of support in their efforts.
- Seesaw platform provides engaging, high-quality, differentiated instruction across all academic content areas that meet state standards and focuses on increased feedback and interaction between students, teachers, and families.
- Seesaw technology provides support for all learners to access high quality content in an equitable manner.
- Although a newer curriculum, Seesaw is becoming well known as teachers and districts are finding great success implementing this to provide opportunities for students to build confidence while targeting standards.
- Intuitive tools simplify data-informed and differentiated instruction within all academic areas, so every student receives the right level of support and challenge.
- Foundational math and literacy skills, comprehensive computer science, social emotional and personal development lessons are provided within the Seesaw curriculum.
- Built in assessment, reflection, and connection activities are easily accessible and intuitive for all participants.
- Audio and text directions for assignments are provided in 100+ languages supporting equitable access for all students.
- Student-driven portfolios are created within the platform to support reflection, growth mindset, and motivation. Portfolios capture student progress and are shared with an authentic audience - teachers, peers and family members.
- Seesaw focuses on engaging all adults that are invested in the academic and personal path of each student. Additional family members can be invited to student accounts to provide encouragement and support in real time with text and audio posts.
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- Analytics provide details on student progress within standards based skill activities and lessons, and multiple views of student engagement.
- Communication and engagement is a key component of the Seesaw platform. Teachers, specialists, support staff, and family members are able to share resources, updates, and collaborate to meet the unique needs of each student.
- Seesaw provides a platform for creating a highly engaging community of learning where students can receive feedback and support from fellow students.
- Seesaw provides extensive online resources to support teachers, administrators, families, and students.

Do It All On Seesaw

Intuitive tools that students of all ages and teachers of all comfort levels ***love***.



MULTIMODAL TOOLS



PORTFOLIOS



PROGRESS MONITORING



MESSAGES

Explore All Features

Alsea School District 7J

Code: **IIA-AR**
Adopted: 2/12/98
Readopted: 7/12/10; 4/13/16
Orig. Code(s): II/IIA-AR

Instructional Materials/Program Adoption Procedure

Section I - Selection

The director of curriculum and instruction will see that each subject area specialist appoints a committee with a representative from each grade level and each building to serve as a instructional materials selection committee. The committee will review all new instructional materials of their subject and in consideration of input from teachers of all grade levels, parents and citizens, will recommend the titles for district adoption.

The director of curriculum and instruction may conduct in-service meetings for employees to explain the materials and answer questions. In-service may consist of techniques such as:

1. Staff meetings at individual schools;

2. Resource teacher meetings;

3. Summer school demonstration class;

4. Available materials may be left at the school as long as time permits and until all those concerned have had an opportunity to review.

The teaching staff and principal of each school will review and select the instructional materials and quantities needed to fulfill the needs of the students. Each principal will submit to the superintendent a written request for the selected materials.

The principals and director of curriculum and instruction will meet and review each school's selection of instructional materials.

The requests for each school are consolidated by the superintendent into a district composite requisition.

Instructional materials are adopted for a period of not less than two years nor more than five years after the date of first use.

A yearly October report of all basic instructional materials adopted by the district is submitted to the superintendent by the director of curriculum and instruction. The report contains:

1. A list of course and/or curriculum areas;

2. Title of the instructional materials adopted for each course and/or area;

3. Grade(s) in which the materials are used;

4. Name of publisher and/or author;

5. Copyright date;

6. Year the material was first adopted by the district.

Section II - Recommendation for Adoption

Title_____

Author_____

Publisher_____

Date of Copyright_____

(Check one) ☐ Basic Text ☐ Supplemental Text ☐ Paperback

Reason for Recommendation_____

_____

_____

_____

_____

_____

Date_____ Head of Department_____

Other Comments:_____

_____

_____

_____

Date approved by superintendent_____

Signature of superintendent_____

9. Reports
    a. Guidance Counselor Report
    b. Suicide Prevention Plan Draft

a. Guidance Counselor Report - Haley Rose, graduated from Toledo HS, OSU masters in school
counseling. Has worked for Toledo high school and now with Alsea SD.
- What she has done so far, breaks up job 3 ways, social emotional, post high school, and
academic planning. Implementation of Admentum to help students who have failed courses previously to gain credit recovery. Scheduling and forecasting, senior tracking and advising. Ms Rose is currently the Senior Advisor. Today, the Benton Community Foundation members came and talked to students about applying for scholarships.

- Seniors enrolled - currently we have 20, 3 are foreign exchange students, 14 of the
The remaining 17 are on track to graduate in June. Risteen Follett asked if parents have the
ability to reach out to Ms Rose with questions about the college application process. Linda Montanez asked about the possibility of parents contacting her in the next few months
regarding younger students about graduation and potential graduation goals. Alsea has adopted an online program called Overgrad to allow students to take surveys to see where
they land in that personality assessment to see what their interests are. Linda Montanez
mentioned that the board has been wanting to get back to having these conversations with
students from middle school through senior in high school to find best matched colleges
or best matched careers. Implementing graduation goals and requirements. Setting up a
resume, job shadowing. 4 hours of community service. Ending in a mock interview. Learning real life skills.
- College application week. Offers a time and a place for students to do that in the school
during school hours. This was held the first week of November. 16 of 20 utilized. Music,
vet science, chemistry, lineman careers, etc.
- 3 component campaign, focus on applying for scholarships, FAFSA, paying for college.
In May there will be a ‘decision day’ for students to make a declaration as to where they
are going to go.
- Also acting as an LBCC liaison for students who are attending college while still in HS
- ASVAB, military entrance survey. All Juniors took that today, Jan 12th.

- College visitation to University of Oregon
- Social Emotional component, Haley Rose can provide a short term counselor when the
Mental Health Liz Holden is not available. Level 1 support, getting into classrooms to provide mental health wellness to all students, Level 2 would be small group meetings (bigs and littles) having older students help younger students, Level 3 is putting out fires
that needs immediate one on one attention.

b. Suicide Prevention Plan Draft - Superintendent Gallagher requested that the board have an
opportunity to read over the material and have Haley Rose return to the next school board meeting to discuss. This is also a Division 22 requirement.

Class of 2023 Graduation Requirements

ALL GRADUATION REQUIREMENTS ARE DUE JUNE 1ST

Senior:_____ Advisor:_____

Personal

- ❑ Resume

Community Service

- ❑ 4 hours completed during senior year
- ❑ Reflection (200 words typed)

Career Related Learning Experience (CRLE)

- ❑ Supervisor evaluation form
- ❑ Presentation of CRLE

Mock Interviews (@ school in Spring)

- ❑ Interview complete

Community Service Verification

Student name:_____

Date of service	Number of hours	Type of service	Supervisor Signature

Please attach a typed description of the service(s) you provided. Include what you learned from the experience. **Note:** 200 word minimum

Career Related Learning Experience (CRLE)

Supervisor Evaluation Form

This form is to be filled out by the person shadowed or supervisor of the job shadow

Student Name: _____ Date:_____

Person shadowed/Supervisor:_____

Job Performed:_____

Location:_____

Contact number:_____ Student shadowed for_____ hours

Please check one:

- ❏ Student arrived on time
- ❏ Student was NOT on time

Student's behavior was:

- ❏ Appropriate
- ❏ Inappropriate

Student was:

- ❏ Present for the entire pre-planned job shadow (at least 2 hours)
- ❏ NOT present for the entire pre-planned job shadow

The student's questions:

- ❏ Reflected planning and prior thought
- ❏ Did NOT reflect planning and prior thought

Additional comments:

_____

Signature of CRLE supervisor

Career Related Learning Experience

Presentation Requirements

Students: After you complete the CRLE, you will present your CRLE to your senior advisor. You MUST complete this presentation to graduate.

Presentation requirements:

- 7-10 minute presentation to your senior advisor
- Include visual aids (photos, videos, poster, PowerPoint)
- Include a description of the position/field
- Include a description of the CRLE and its connection to the position/field
- Include what you learned about the position/field based on the CRLE
- Include the education and experience required to enter the position/field
- Include the next steps for entering the field (if planning on continuing after CRLE)

Career Related Learning Experience

Presentation Rubric

This form is to be filled out by senior advisor.

Student Name:_____ Evaluator:_____

Content:

- ❏ Includes a description of the position/field
- ❏ Includes a description of the CRLE and its connection to the position/field
- ❏ Includes what the student learned about the position/field based on the CRLE
- ❏ Includes the education and experience required to enter the position/field
- ❏ Includes the students next steps for entering the field (if planning on continuing after CRLE)

Presentation:

- ❏ 7-10 minute presentation (absolutely no more)
- ❏ Include visual aids (photos, videos, poster, PowerPoint)
- ❏ Engaging

Documentation:

- ❏ CRLE supervisor evaluation form complete

	Score	Did not meet (0-2)	Meets (3-4)	Exceeds (5-6)
Content		Student is missing a key content requirement from the list above	Student adequately responds to all required content listed above	Student responds adequately to and *analyzes* all required content listed above
Presentation		Presentation is too short, has no visual aids, unprofessional, lacks information, or student makes no attempt	Presentation meets length requirement, has visual aids, informative and engages with audience	Presentation has correct length, high quality visual aids, provides *interesting* and informative presentation and *successfully engages* audience
Documentation	Please circle one:	Form *not* complete	Form complete	

Total score: _____/12

ALSEA SCHOOL DISTRICT

Suicide Prevention Plan

[redacted]

Updated 11/2022

Table of Contents

Section 1: Introduction
- Purpose and procedures
- Quick notes
- Definitions
- Acknowledgements and sources

Section 2: Prevention
- Prevention, training & education
- Populations at elevated risk

Section 3: Intervention
- Risk factors & protective factors
- Suicide response protocol
- Student re-entry plan
- Suicide risk assessment- level 1

Section 4: Postvention
- Postvention response plan

Section 5: Additional Resources

SECTION 1: INTRODUCTION

PURPOSE & PROCEDURES

The purpose of this plan is to increase the safety of at-risk youth and protect the health of all students at Alsea High School by implementing procedures related to suicide prevention, intervention, and postvention.

Senate Bill 52, or Adi's act, was passed in 2019 and requires Oregon school districts to publicly post a comprehensive plan for suicide prevention, intervention, and postvention response. This plan should be reviewed annually.

QUICK NOTES
School staff are frequently considered the first line of contact with potentially suicidal students
Most school personnel are neither qualified, nor expected, to provide the in depth assessment or counseling necessary for treating a suicidal student. They are responsible for taking reasonable and prudent actions to help at-risk students, such as notifying parents, making appropriate referrals, and securing outside assistance when needed.
All school personnel need to know that protocols exist to refer at-risk students to trained professionals so that the burden of responsibility does not rest solely with the individual "on the scene".
Research has shown that talking about suicide, or asking someone if they are feeling suicidal, will not put the idea in their head or cause them to die by suicide.
School personnel, parents/guardians, and students need to be confident that help is available when they raise concerns regarding suicidal behavior. Students often know, but do not tell adults, about suicidal peers. Having supports in place may lessen this reluctance to speak up when students are concerned about a peer.

DEFINITIONS

Crisis Team
A multidisciplinary team of primarily administrative, mental health, safety professionals, and support staff whose primary focus is to address helping a school support students and staff after a crisis.

Mental Health
Someone's state of being in regards to their emotions and feelings. Everyone has mental health. Mental health is a spectrum and can present strengths and challenges at all stages of life.

Protective Factors
Protective factors are a part of someone's life experience that might increase their ability to cope with stressors. Examples of protective factors are a stable home environment, presence of supportive adults, and financial stability.

Risk Factors
Risk factors are parts of someone's life stressors or the oppression experienced by a part of their identity that might increase their likelihood of thinking about suicide. Suicide risk tends to be highest when someone has several risk factors at the same time. Risk factors may encompass biological, psychological, and or social factors in the individual, family, and the environment.

Self-Harm
Behavior that is self-directed and deliberately results in injury or the potential for injury to oneself. Can be categorized as either non-suicidal or suicidal. Although self-harm often lacks suicidal intent, youth who engage in self-harm are more likely to attempt suicide.

Suicide
Death caused by self-directed injurious behavior with any intent to die as a result of the behavior.

Suicide Attempt
A self-injurious behavior for which there is evidence that the person had at least some intent to kill themselves. A suicide attempt may result in death, injuries, or no injuries. A mixture of ambivalent feeling such as a wish to die and desire to live is a common experience with most suicide attempts. Therefore, ambivalence is not a sign of a less serious or dangerous suicide attempt.

Suicidal Ideation
Thoughts about killing oneself or ending one's life. These thoughts can range from "I wish I could go to sleep and not wake up" to detailed planning for

suicide. ALL thoughts of suicide should be taken seriously.

Suicide Intervention
The intentional steps that your school and its staff take in the event of a student mental health crisis. Examples include written procedures, safety planning, parental involvement, and emergency services.

Suicide Prevention
The intentional steps that your school takes to create a school culture that encourages positive coping skills, reaching out to help with mental health, and talking about suicide in a safe and healthy way. Examples of suicide prevention include mental health education, staff training, and mental health awareness activities.

Suicide Postvention
Postvention is a crisis response strategy designed to reduce the risk of suicide contagion, provide the support needed to help survivors cope with a suicide death, address the social stigma associated with suicide, and disseminate factual information after the suicide death of a member of the school community.

ACKNOWLEDGMENTS

This document was adapted from the following sources

Model School District Policy on Suicide Prevention
American School Counselor Association, National Association of School Psychologists, Trevor Project, and American Foundation for Suicide Prevention

Suicide Prevention, Intervention, and Postvention Step by Step
Lines for Life and the Willamette Educational Service District

After a Suicide: A Toolkit for Schools. American Foundation for Suicide Prevention/Suicide Prevention Resource Center Workgroup, 2011

Forest Grove School District: Suicide Prevention Policy and Plan

SECTION 2: PREVENTION

PREVENTION TRAINING AND EDUCATION

Staff: All staff should receive training on school policy, procedures, and best practices for intervening with students at risk of suicide.

- All school staff will receive:
  - Safeschools online training module-each year
  - Question, Persuade, Refer (QPR) training-at minimum every other year.
  - Access to review district suicide prevention policy and plan-each year

- Designated staff members (school counselors, school psychologists, mental health specialists, and administrators) will receive specialized training to intervene, assess, and refer students at risk for suicide.
  - Applied Suicide Intervention Skills (ASIST)- after hire and 5 year refresher training

Students:

- Core Curriculum:
  - All students should receive information about suicide and suicide prevention through the district's health curriculum, K-12. The purpose of developmentally appropriate suicide prevention curriculum delivered at the secondary level is to teach students how to access help at their school for themselves, their peers, and others in the community.
- Additional Support:
  - Through the Comprehensive School Counseling Program, students may receive additional instruction and support for suicide awareness, prevention, and intervention
  - Students should be made aware each year of the staff that have received specialized training to help students at risk for suicide
  - Suicide risk screening and/or assessment
  - Access to the district suicide prevention plan

POPULATIONS AT ELEVATED RISK FOR SUICIDAL BEHAVIOR

Alsea school district identifies the unique needs of its community and identifies populations that may be at elevated risk for suicidal behavior. Alsea's suicide prevention plan is most effective when community diversity and linguistic needs are appropriately addressed.

Youth living with mental health and/or substance use disorders
While the large majority of people with mental disorders do not engage in suicidal behavior, people with mental disorders account for more than 90 percent of deaths by suicide. Mental disorder, in particular depression or bi-polar (manic-depressive) disorder, alcohol or substance abuse, schizophrenia, and other psychotic disorders, borderline personality disorder, conduct disorder and anxiety disorders are important risk factors for suicidal behavior among young people. The majority of people suffering from these mental disorders are not engaged in treatment, therefore school staff may play a pivotal role in recognizing and referring the student to treatment that may reduce risk.

Youth who engage in self harm or have previously attempted suicide
Suicide risk among those who engage in self-harm is significantly higher than the general population. Whether or not they report suicidal intent, people who engage in self-harm are at an elevated risk for dying by suicide within 10 years. Additionally, a previous suicide attempt is a known predictor of suicide death. Many adolescents who have attempted suicide do not receive necessary follow up care.

Youth in foster care
Youth involved in the juvenile justice or child welfare systems have a high prevalence of many risk factors for suicide. Young people involved in the juvenile justice system die by suicide at a rate about four times greater than the rate among youth in the general population. Though comprehensive suicide data on youth in foster care does not exist, one researcher found that youth in foster care were more than twice as likely to have considered suicide and almost four times more likely to have attempted suicide than their peers not in foster care.

Youth experiencing homelessness
For youth experiencing homelessness, rates of suicide attempts are higher than those of the adolescent population in general. These young people also have higher rates of mood disorders, conduct disorders, and post-traumatic stress disorder. One student found that more than half of runaway and homeless youth have had some kind of suicidal ideation.

American Indian/Alaska Native (AI/AN) youth
In 2009, the rate of suicide among AI/AN youth ages 15-19 was more than

twice that of the general youth population. Risk factors that can affect this group include substance use, discrimination, lack of access to mental health care, and historical trauma.

LGBTQ+ youth
The CDC finds that LGBTQ+ youth are four times more likely, and questioning youth are three times more likely, to attempt suicide than their straight peers. The American Association of Suicidology reports that nearly half of young transgender people have seriously considered taking their lives and one quarter have reported having made a suicide attempt. Suicidal behavior among LGBTQ+ youth can be related to experiences of discrimination, family rejection, harassment, bullying, violence, and victimization. For those youth with baseline risk for suicide (especially those with a mental disorder), these experiences can place them at increased risk. It is these societal factors, in concert with other individual factors such as mental health history, and not the fact of being LGBTQ+ which elevate the risk of suicidal behavior for LGBTQ+ youth.

Youth bereaved by suicide
Studies show that those who have experienced suicide loss, through the death of a friend or a loved one, are at increased risk for suicide themselves.

Youth living with medical conditions or experiencing disability
A number of physical conditions are associated with an elevated risk for suicidal behavior. Some of these conditions include chronic pain, loss of mobility, disfigurement, cognitive styles that make problem solving a challenge, and other chronic limitations. Adolescents with asthma are more likely to report suicidal ideation and behavior than those without asthma. Additionally, studies show that suicide rates are significantly higher among people with certain types of disabilities, such as those with multiple sclerosis or spinal cord injuries.

SECTION 3: INTERVENTION

SUICIDAL RISK AND PROTECTIVE FACTORS

Risk Factors	Protective Factors
☐ Current plan to kill self ☐ Current suicidal ideation ☐ Access to lethal means	☐ Engaged in effective health and/or mental health care ☐ Feel well connected to others (friends, family, school)

☐ Previous suicide attempts ☐ Family history of suicide ☐ Exposure to suicide by others ☐ Recent discharge from psychiatric hospitalization ☐ History of mental health issues (major depression, panic attacks, conduct problems) ☐ Current drug/alcohol use ☐ Sense of hopelessness ☐ Self-hate ☐ Current psychological/emotional distress ☐ Loss (relationship, work, financial) ☐ Discipline problems ☐ Conflict with others (friends/family) ☐ Current agitation ☐ Feeling isolated/alone ☐ Current/past trauma (sexual abuse, domestic violence) ☐ Bullying (as an aggressor or as victim) ☐ Discrimination ☐ Severe illness/health problems ☐ Impulsive or aggressive behavior ☐ Unwilling to seek help ☐ LGBTQ+, Native-American, Alaskan Native, Male	☐ Positive problem solving skills ☐ Positive coping skills ☐ Restricted access to lethal means ☐ Stable living environment ☐ Willing to access support/help ☐ Positive self esteem ☐ Resiliency ☐ High frustration tolerance ☐ Emotion regulation ☐ Cultural and/or religious beliefs that discourage suicide ☐ Does well in school ☐ Has responsibility for others *Note: a person with an array of protective factors in place can still struggle with thoughts of suicide

SUICIDE RESPONSE PROTOCOL

Warning signs that may indicate an immediate danger or threat:

- Someone who has already taken action to die by suicide
- Someone threatening to hurt or kill themselves
- Someone looking for ways to die by suicide- seeking access to pills, weapons, or other means
- Someone talking, joking, or writing about death, dying, or suicide

Staff response:

If a suicidal attempt, gesture, or ideation occurs or is recognized, staff will ensure the continuous supervision of the student and report it to the school

counselor or school administrator right away. If there is imminent danger, call 911. A Suicide Screening Protocol Level 1 is performed by a trained school staff member. The screener will do the following:

- Interview the student using the Suicide Risk Assessment
- Complete a Student Safety Plan, if indicated
- Contact parent/guardian to inform and gather additional information
- Determine need for a Level 2 community based assessment based on level of concern and noted risk factors through the Suicide Risk Assessment
- Inform administrator of screening results

RE-ENTRY PROCEDURE

For students returning to school after a mental health crisis (e.g. suicide attempt or psychiatric hospitalization), a school counselor, mental health professional, administration, or designee, will meet with the student's parent or guardian, and if appropriate, meet with the student to discuss re-entry and appropriate next steps to ensure the student's safe return to school.

The school will request that the parent or guardian provide documentation from the hospital or mental health provider and/or sign a release of information to allow the school to share information with the hospital or outside mental health provider.

The designated staff person will periodically check in with the student to help the student readjust to the school community and address any ongoing concerns

SECTION 4: POSTVENTION

Regardless of how comprehensive suicide prevention and intervention plans may be, not all suicidal behavior will be prevented. Schools must be prepared to act and provide postvention support and activity in the event of a serious attempt or a completed suicide. The school's primary responsibility in these cases is to respond to the tragedy in a manner which appropriately supports students and the school community impacted by the tragedy.

Key Points (After a Suicide: A Toolkit for Schools, 2011):

- Prevention after a suicide attempt or completion is very important. Schools should be aware that adolescents and others associated with the event are vulnerable to suicide contagion or, in other words, increased risk for suicide.
- It is important to not “glorify” the suicide and to treat it sensitively when speaking about the event, particularly with the media.
- It is important to address all deaths in a similar manner. Having one approach for a student who dies of cancer, for example, and a different approach for a student who dies by suicide reinforces the stigma that still surrounds suicide.
- Families and communities can be especially sensitive to the suicide event.
- Know your resources.

Postvention Protocol

- School Administrators notify the District Office
- Verify Suicide
- The Crisis Response Team will be mobilized in partnership with LBL ESD crisis team members
- Estimate level of response resources required
- Determine what and how information is to be shared
- Inform faculty and staff
- Identify at risk students and staff
- Refresh staff on prevention protocols and be responsive to signs of risk

SECTION 5: RESOURCES

RESOURCES

988 National Suicide Hotline
Phone Number: 988
The 988 Lifeline is a national network of over 200 local, independent crisis centers equipped to help people in mental health-related distress or experiencing a suicidal crisis via call, chat, or text. The 988 Lifeline provides free and confidential support to people in a suicidal crisis or mental health-related distress 24 hours a day, 7 days a week.

The TREVOR Lifeline
Phone Number: 1-866-488-7386
TREVORtext: Text START to 678-678
Founded in 1998 by the creators of the Academy Award®-winning short film TREVOR, The Trevor Project is the leading national organization providing crisis intervention and suicide prevention services to lesbian, gay, bisexual, transgender, queer & questioning (LGBTQ) young people under 25.

YouthLine: CALL 877-968-8491 or TEXT “teen2teen” to 839863

Benton County Crisis Line: 1-888-232-7192

Helpful Calming Apps:
Calm Harm
Breathe2relax
Fluidity

DISTRICT REVIEW REQUEST

To request the district to review the actions of a school in responding to suicidal risk, make a written request to the superintendent.

Suicide Risk Assessment

Level 1 (School Screening)

1. IDENTIFYING INFORMATION

Name:_____ School:_____ Grade:_____ DOB:_____

Screener's Name:_____ Position:_____

2. REFERRAL INFORMATION

Who reported concern:

- ☐ Self
- ☐ Peer
- ☐ Staff
- ☐ Parent/Guardian
- ☐ Other

When was concern disclosed:_____ Contact information, if applicable: _____

What information was shared:

_____

_____

_____

3. INTERVIEW WITH STUDENT (SEE 'STUDENT INTERVIEW' PAGE FOR GUIDING QUESTIONS)

Warning Signs/Risk Factors

- ☐ Expressions of wanting to die, be gone, or of death in any manner
- ☐ Withdrawal from others
- ☐ Preoccupation with death
- ☐ Feelings of hopelessness/self-hate
- ☐ Substance abuse
- ☐ Current psychological/emotional pain
- ☐ Discipline problems
- ☐ Conflict with others (family/friends)
- ☐ Experiencing bullying
- ☐ Recent personal loss or change (death, divorce)
- ☐ Changes in appetite, behavior, or sleep
- ☐ Family problems
- ☐ Giving away possessions
- ☐ Current/past trauma
- ☐ Stresses from: gender ID, sexual orientation, ethnicity
- ☐ Exposure or access to weapons, violent video games
- ☐ Unmet basic needs
- ☐ Mental health concerns
- ☐ Self-injury

Protective Factors

- ☐ Engaged in mental health care
- ☐ Positive problem solving
- ☐ Positive coping skills
- ☐ Restricted access to means to kill self
- ☐ Stable living environment
- ☐ Willing to access support/help
- ☐ Positive self esteem
- ☐ Resiliency
- ☐ Emotional regulation
- ☐ Cultural and/or religious beliefs
- ☐ Does well in school
- ☐ Feels connected to others
- ☐ Has responsibilities

Suicide Risk Assessment

Level 1 (School Screening)

4. PARENT/GUARDIAN CONTACT

Name of parent/guardian contacted:_____ Time contacted:_____

☐ Left voicemail Date:_____ Time:_____ Received call back? _____

☐ Parent/guardian answered

Was the parent aware of the student's suicidal thoughts/plans? _____

Parent/guardian perception if threat:_____

_____

_____

Parent action plan:

☐ Transport student to a mental health evaluator (hospital, therapist, county mental health)

☐ Needs additional support

☐ Provided parents with additional resources and phone numbers

☐ ROI signed

5. CONSULTED WITH ADMINISTRATOR AND/OR OTHER TRAINED STAFF

School administrator notified (required): _____

Date: _____ Time:_____

Benton County Mental Health consultation needed? Hotline: 1-888-232-7192

☐ Yes

☐ No

If yes, crisis counselor consulted with _____

Recommendations:

_____

_____

6. DETERMINATION/ACTION TAKEN

☐ No risk

☐ Low/limited risk. Supports offered: _____

☐ Moderate/Several risk factors noted but no imminent danger

- Complete coping plan with student
- Mental Health referral
- Follow-up meeting _____

☐ High/Several risk factors noted and Level 2 assessment by the crisis team/emergency room needed.

- Consult with crisis counselor, Benton County Hotline: 1-888-232-7192
- ROI signed
- Complete coping plan with student
- Follow-up meeting _____

Alsea School District

Student Coping Plan- Primary Level

Feeling safe looks like this:



When I notice_____, my body is telling me I am not safe.

When this happens, I will_____ or _____

When I notice this at school, I will tell _____

When I notice this outside of school, I will tell _____

If the person in my plan is not available, I will tell a safe adult.

It is important to stay safe because:

1. _____
2. _____

Student Coping Plan- Secondary Level

Student Name:_____ Date of plan: _____

Warning signs that I am not safe:

1.
2.
3.

What are things worth living for:

1.
2.
3.

My plan to create a safe environment:

1.
2.
3.

An adult I feel safe with at school: _____

An adult I feel safe with at home/outside of school: _____

I can call these numbers for 24 hour crisis support:
National Suicide Lifeline: 1-800-273-8255
Oregon Youthline: 1-877-968-8491 or text “teen2teen” to 839863
Benton County Crisis: 1-888-232-7192

10. Financials
    a. Monthly Accounts
    b. Budget Calendar
    c. Bond payment Schedule Estimates
    d. FTE Report

a. Monthly Accounts- LaRae Sullivan presented
Alsea Student Body accounts - there are a few accounts in the red that she will work with
Superintendent Gallagher to discuss what needs to be done.. Risteen Follett wanted to know what
the approval process is for spending out of the ASB accounts. LaRae Sullivan said it should be
done the same as with the building purchasing process, a requisition should be entered with a PO
approval. Debra Lindberg wants to know if any of these accounts are doing fundraising anymore?
Ryan VanLeuven was under the impression that elementary field trips were supposed to be
covered by the jog-a-thon money.
Presented we are at an interest rate of 3.0%, contingency is $120,000, in February the board will
receive a review on all expenditures to give a clearer view of the ending balance for this school
year. State funding is projected at $10,300,000, this is after Ms Sullivan put in the October
adjustments. There may be additional adjustments in May. We are currently also going to be
receiving an additional based on our October numbers. Robert Webb asked what the actual
amount is that the district overspending every month currently.Superintendent Gallagher let the
board know that is part of the budget conversation for next year.
The current year is budgeted at $1.8 million we have but this needs to be higher by the end of this
school year. $1.4 million is in a non touchable account.
Revenue vs expenditures:

We are currently $82,000 to the plus, the-exciting news, year to date amounts things are starting
to head towards the leveling off phase. This is due to cutting back on unnecessary expenditures.
b. Budget Calendar - LaRae Sullivan will be offering training as to what goes into the budgeting
process.
c. Bond payment Schedule Estimates - increase every year, they include interest, the principal

increases every year and the interest goes down. By the end of 24 years we are estimated to have
a $4000 balance.

STUDENT BODY ACCOUNTS

Account Code	Program	Balance
259.1113.xxxx.006.000.301	5th/6th Grade	$ 82.74
259.xxxx.xxxx.00x.000.297	AIM	$ 500.00
259.1132.xxxx.007.000.401	Annual	$ (935.99)
259.1132.xxxx.007.000.464	Class of 2021	$ 1.10
259.1132.xxxx.007.000.465	Class of 2022	$ 41.90
259.1132.xxxx.007.000.466	Class of 2023	$ 363.22
259.1132.xxxx.007.000.467	Class of 2024	$ 673.95
259.1132.xxxx.007.000.469	Class of 2025	$ -
259.1132.xxxx.007.000.416	District	$ 2,003.14
259.1113.xxxx.006.000.305	Elementary PE	$ 618.87
259.1113.xxxx.006.000.310	Elementary Reading (Jog-a-Thon)	$ 7,483.45
259.1113.xxxx.006.000.315	Elementary Field Trip Fund	$ (265.87)
259.1132.xxxx.007.000.316	HS Field Trip Fund	$ -
259.1132.xxxx.007.000.402	Art	$ 434.21
259.1132.xxxx.007.000.404	Culinary Arts	$ 147.18
259.1113.xxxx.006.000.320	Forest Camp	$ 20.78
259.1132.xxxx.007.000.422	Gate Receipts	$ -
259.1132.xxxx.007.000.406	Honor Society	$ 23.18
259.1132.xxxx.007.000.407	Horticulture	$ 1,125.10
259.1132.xxxx.007.000.423	HS Baseball	$ 1,225.87
259.1132.xxxx.007.000.424	HS B BKB	$ (904.08)
259.1132.xxxx.007.000.425	HS Cheer	$ (168.39)
259.1132.xxxx.007.000.426	HS Football	$ 3,221.26
259.1132.xxxx.007.000.427	MS & HS G BKB	$ 2,488.65
259.1132.xxxx.007.000.428	HS Track	$ 305.90
259.1132.xxxx.007.000.429	HS Volleyball	$ 2,693.45
259.1132.xxxx.007.000.430	HS Wrestling	$ (614.95)
259.1113.xxxx.006.000.325	KG	$ 181.02
259.1132.xxxx.007.000.468	Kingfisher	$ 202.00
259.1132.xxxx.007.000.403	Leadership	$ (5,137.62)
259.1113.xxxx.006.000.330	Library	$ 991.25
259.1132.xxxx.007.000.450	Memorial Mr. Nick	$ 1,073.00
259.1132.xxxx.007.000.451	Memorial Sport	$ 339.50
259.1132.xxxx.007.000.452	Memorial Tyson Schreiber	$ 6,565.55
259.1132.xxxx.007.000.453	Memorial Samantha Hendrix	$ 500.00
259.1132.xxxx.007.000.454	Alsea Education Association Scholarship	$ -
259.1122.xxxx.005.000.501	Middle School	$ 441.21
259.1132.xxxx.007.000.408	Music/Drama	$ 183.88
259.1113.xxxx.006.000.298	PBIS/PTO	$ 35.61
259.1132.xxxx.007.000.409	Shop	$ 639.25
259.1132.xxxx.007.000.410	Forestry	$ (364.30)
259.1132.xxxx.007.000.415	Student Council	$ 1,436.82
259.1113.xxxx.006.000.335	TAG	$ 240.00
259.1113.xxxx.006.000.340	Technology for a Cause	$ 166.08
259.1132.xxxx.007.000.431	Wolverine Athletic Fund	$ 4,644.29
	TOTAL	**$ 32,702.21**

As of 1/1/23

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

MEMORANDUM

January 4, 2023

TO: Alsea School District Board of Directors
FROM: LaRae Sullivan, LBL-ESD Assistant Business Manager
RE: December 31st, 2022 Financial Statements

Board Members,

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

The General Fund statements include the actual revenues and expenditures from July 1, 2022 through December 31st, 2022. The estimated General Fund Ending Fund Balance is $1,424,688. This is projected with: expenditure appropriation estimated with savings by use per function of budget, comparisons with to last years actuals, and estimated State School Fund (SSF) revenue lowered in anticipation of enrollment adjustments for FY22-23.

Unappropriated Ending Fund Balance make up $1,341,734 of the Fund Balance total.

At this time there are still no additional funds being released to the State School fund for next fiscal year.

All of Alsea School District 7J investments are held in the Local Government Investment Pool. Investments total $3,750,263.24 and are yielding an annualized interest rate of 3.04% through December 31st, 2022.

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

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
In Building														
As of 01/01/23	20	17	16	23	22	18	18	16	24	12	16	20	21	243
Learn at Home Oregon														
As of 01/01/23	40	47	27	28	25	18	28	43	26	0	0	0	0	282

Total Enrollment for all schools equals 525 for the month of December 2022.

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

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

Alsea School District 7J
General Fund: Statement of Revenue Budget Vs. Actual
For the Fiscal Year 2022-2023
As of 12/31/2022

Source	Adopted 2022-23 Budget	Actual YTD Rev. 12/31/2022	Projected through 6/30/2023	Total Estimated 2022-2023	(Over)/Under Budget	Total Actuals YTD* 6/30/2022	Adopted 2021-22 Budget
SSF Funding							
1111 Current Year Property Taxes	$ 450,000	**458,318**	5,182	$ 463,500	$ (13,500)	460,495	$ 425,000
1112 Prior Year's Property Taxes	1,500	**295**	1,250	$ 1,545	(45)	3,966	5,000
1190 Pentalties & Interest	1,000	**508**	492	$ 1,000	-	1,133	1,500
2101 County School Funds	2,500	**-**	5,000	$ 5,000	(2,500)	8,805	2,400
3101 State School Support Funds	10,531,799	**6,111,206**	2,968,113	$ 9,079,319	**1,452,480**	10,732,474	10,548,592
3101 SSF- High Cost Disability Payment	-	**-**	5,000	$ 5,000	(5,000)	4,518	-
3101 SSF- May Adjustment	-		-	$ -	-		-
3103 Common School Fund	26,000	**-**	49,000	$ 49,000	(23,000)	48,709	26,000
Total SSF Funding	**11,012,799**	**6,570,326**	**3,034,038**	**9,604,364**	**1,408,435**	**11,260,101**	**11,008,492**
Non State School Support Formula Sources							
Local Sources							
1412 Transportation Fees from Other Dist.	-	**-**	-	$ -	-	-	-
1510 Interest on Investments/Taxes	25,000	**40,272**	19,728	$ 60,000	(35,000)	26,580	20,000
1710 Admissions	-	**-**	-	$ -	-	-	100
1920 Donations from Private Sources	1,000	**1,100**	-	$ 1,100	(100)	800	1,000
1940 Services Provided to Other Ed.- General	35,000	**-**	-	$ -	35,000	-	- 50,000
1940 Services Provided to Other Ed.- KVCS		**28,250**	6,750	$ 35,000	(35,000)	28,775	- 66,000
1940 Services Provided to Other Ed.- WLA		**14,325**	20,675	$ 35,000	(35,000)	35,392	120,000
1960 Recovery of Prior Year Exp.	-	**-**	-	$ -	-	(2,613)	-
1980 Fees Charged to Grants	4,000	**5,076**	3,924	$ 9,000	(5,000)	6,048	-
1990 Miscellaneous Local Revenue	15,000	**18,797**	16,203	$ 35,000	(20,000)	39,421	15,000
1991 Misc. Erate	-	**-**	-	$ -	-	-	20,000
2102 Education Service District Resources	5,000	**-**	500	$ 500	4,500	-	40,000
2199 Other Intermediate Source	-	**-**	-	$ -	-	69	-
Total Non Formula Local Sources	**85,000**	**107,821**	**97,779**	**205,600**	**(120,600)**	**134,472**	**332,100**
State/Federal Sources							
3199 Other Grants-In-Aid	-	**-**	-	-	-	-	-
3203 Special Ed	5,000	**-**	5,000	5,000	-	8,393	-
Total State/Federal Sources	**5,000**	**-**	**5,000**	**5,000**	**-**	**8,393**	**-**
Other Sources							
5160 Lease Purchase	-	**-**	-	-	-	-	-
5300 Sale/Loss of Fixed Assets	5,000	**-**	-	-	5,000	-	5,000
5400 Beginning Fund Balance	1,800,000	**1,143,699**	-	1,143,699	**656,301**	1,696,388	2,100,000
Total Other Sources	**1,805,000**	**1,143,699**	**-**	**1,143,699**	**661,301**	**1,696,388**	**2,105,000**
Total Non SSF Revenue	**1,895,000**	**1,251,520** -	**102,779** -	**1,354,299**	**540,701**	**1,839,252** -	**2,437,100**
						$ -	
Total Resources	**$ 12,907,799**	**7,821,846**	**$ 3,136,817**	**$ 10,958,663**	**$ 1,949,136**	**$ 13,099,353**	**$ 13,445,592**
		Less Estimated Requirements		$ (9,533,975)			
		Estimated Ending Fund Balance		***$ 1,424,688***			
		Less UEFB		$ 1,341,734			
		Estimated Ending Fund Balance		$ 82,954			

Alsea School District 7J
General Fund: Statement of Expenditures Budget Vs. Actual
For the Fiscal Year 2022-2023
As of 12/31/2022

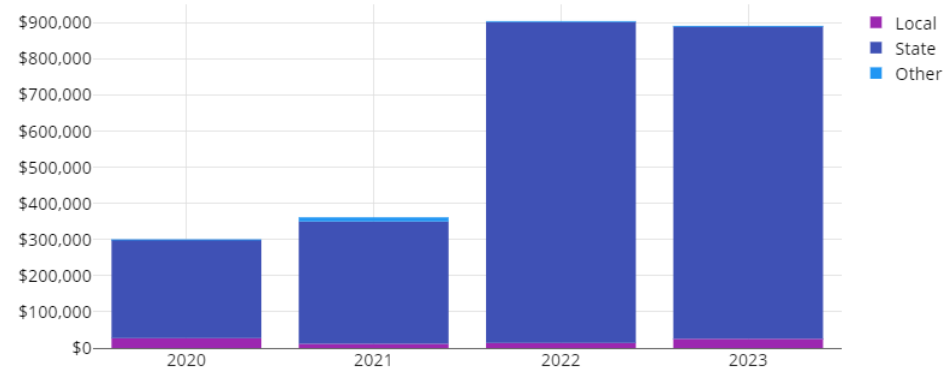
Function	Adopted 2022-23 Budget	Actual YTD Exp. 12/31/2022	Projected through 6/30/2023	Total Estimated 2022-2023	(Over)/ Under Budget	% Committed	Total Actuals YTD* 6/30/2022	Adopted 2021-22 Budget
Instruction								
1111 Elementary, K-6	1,777,633	**536,828**	938,607	1,475,435	302,198	83.00%	1,777,484	2,026,282
1112 Learn at Home (LAHO)	-	**-**	-	-	-	0.00%	4,079	-
1113 Elementary Extracurricular	17,443	**-**	4,361	4,361	13,082	25.00%	9,505	-
1121 Middle/Junior High Programs	734,134	**259,701**	356,972	616,673	117,461	84.00%	713,180	715,357
1122 Middle/Junior High School Extracurricular	24,371	**14,154**	6,318	20,472	3,899	84.00%	16,680	40,051
1131 High School Programs	515,653	**246,352**	269,301	515,653	-	100.00%	558,393	577,238
1132 High School Extracurricular	109,764	**71,814**	20,388	92,202	17,562	84.00%	123,459	114,943
1140 Pre-K	14,826	**453**	-	453	14,373	3.05%	13,403	217
1210 Programs for the Talented and Gifted	21,831	**28,923**	2,908	31,831	(10,000)	145.81%	12,434	109
1250 Programs for Students w/Severe Disabilities	1,457,424	**458,167**	634,901	1,093,068	364,356	75.00%	1,268,978	1,309,845
1280 District Alternative Programs	49,288	**799**	10,603	11,402	37,886	23.13%	62,209	101,503
1288 Charter School Payments	900,000	**472,092**	143,908	616,000	284,000	68.44%	1,621,500	1,659,200
1291 ELL	92,746	**31,442**	46,465	77,907	14,839	0.00%	54,431	-
Total Instruction	**5,715,113**	**2,120,724**	**2,434,732**	**4,555,455**	**1,159,658**		**6,235,735**	**6,544,745**
Support Services								
2113 Family Support Liaison	56,254 -	**1,437**	4,188	5,625	50,629	10.00%	54,323	106,925
2114 Staff Accounting Services	134,066 -	**158,262**	14,353	172,615	(38,549)	128.75%	279,106	275,000
2120 Guidance Services	111,172	**-**	1,112	1,112	110,060	1.00%	-	113,449
2122 Guidance Services	-	**3,562**	-	3,562	(3,562)	0.00%	-	-
2134 Nurse Services	-	**4,974**	10,026	15,000	(15,000)	0.00%	-	-
2142 Psychological Testing Services	40,000	**18,665**	14,935	33,600	6,400	84.00%	-	
2150 Speech Pathology and Audiology Services	-	**28,471**	108,471	136,941	(136,941)		-	-
2152 Speech Pathology Services	49,809	**13,666**	28,174	41,840	7,969	84.00%	161,944	204,768
2160 Other Student Treatment Services	14,000	**7,011**	4,749	11,760	2,240	0.00%	17,771	-
2190 Service Direction, Student Support Services	260,933	**53,670**	165,514	219,184	41,749	84.00%	88,807	100,128
2222 Library/Media Center	1,250	**74**	976	1,050	200	84.00%	-	39,106
2230 Assessment and Testing	-	**4,113**	887	5,000	(5,000)			
2240 Staff Development	1,000	**2,370**	3,470	5,840	(4,840)	584.00%	34,426	1,063
2310 Board of Education	180,750	**64,264**	87,566	151,830	28,920	84.00%	172,584	163,450
2321 Office of the Superintendent Services	373,103	**172,690**	140,716	313,407	59,696	84.00%	340,042	350,574
2410 Office of the Principal Services	1,046,124	**504,741**	374,003	878,744	167,380	84.00%	1,234,165	1,269,651
2520 Fiscal Services	484,103	**186,994**	219,653	406,647	77,456	84.00%	440,450	394,773
2540 Operation & Maintenance of Plant	647,012	**340,949**	306,063	647,012	-	100.00%	679,074	697,202
2543 Care and Upkeep of Grounds	-	**538**	-	538	(538)	0.00%	-	
2544 Maintenance	-	**-**	-	-	-	0.00%	12,654	6,553
2550 Student Transportation Services- Alsea	683,498	**318,055**	331,268	649,323	34,175	95.00%	682,712	636,820
2550 Student Transportation Services- KV	365,650	**136,234**	170,912	307,146	58,504	84.00%	299,815	371,241
2550 Student Transportation Services- WLA	410,215	**159,306**	168,865	328,172	82,043	80.00%	353,841	319,550
2558 Special Ed Transportation Services	54,103	**6,398**	15,243	21,641	32,462	40.00%	15,304	11,267
2572 Purchasing Services	-	**-**	-	-	-	0.00%	-	17,109
2660 Technology	267,915	**76,105**	124,831	200,936	66,979	75.00%	420,892	295,464
Total Support Services	5,180,957	2,262,549	2,295,976	4,558,525	622,432		5,287,909	5,374,093
						-		
Other Requirements								
5110 Long-Term Debt Service	19,995	**19,995**	-	19,995	$ 0	100.00%	141,278	151,499
5200 Transfers of Funds	530,000	**400,000**	-	400,000	130,000	75.47%	281,500	281,500
6000 Contingency	120,000	**0**	-	-	120,000	0.00%	-	93,755
Total Other Requirements	**669,995**	**419,995**	**-**	**419,995**	**250,000**		**422,778**	**526,754**
		-					-	
Total Requirements	**$ 11,566,065**	**$ 4,803,267**	**$ 4,730,707**	**$ 9,533,975**	**$ 2,032,090**		**11,946,422**	**$ 12,445,592**

Alsea School District 7J
YTD Appropriations - General Fund
For the Fiscal Year 2022-2023
As of 12/31/2022

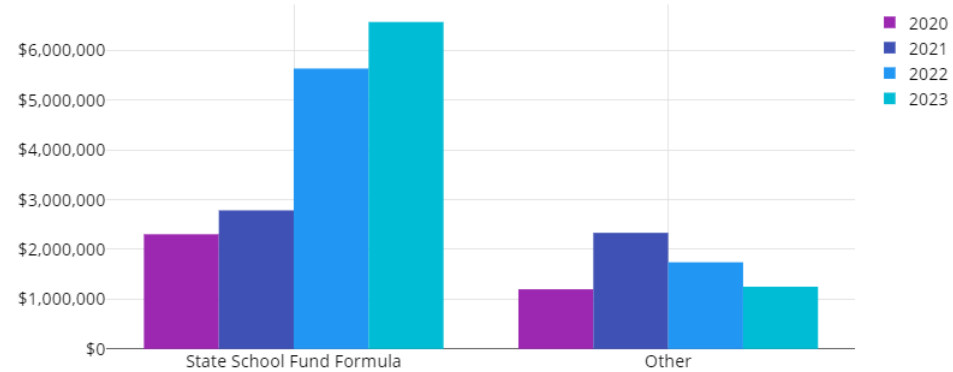
Fund		Appropriations	Resolutions	YTD	Encumbrances	Totals	(Over)/Under Budget
General Fund, 100							
1000	Instruction	$ 5,715,113	$ -	$ 2,120,724	$ 2,434,732	$ 4,555,455	$ 1,159,658
2000	Support Services	$ 5,180,957	$ -	$ 2,262,549	$ 2,295,976	$ 4,558,525	$ 622,432
5100	Debt Service	$ 19,995	$ -	$ 19,995	$ -	$ 19,995	$ 0
5200	Transfers	$ 530,000	$ -	$ 400,000	$ -	$ 400,000	$ 130,000
6000	Contigency	$ 120,000	$ -	$ -	$ -	$ -	$ 120,000
	Sub Totals	**$ 11,566,065**	**$ -**	**$ 4,803,267**	**$ 4,730,707**	**$ 9,533,975**	**$ 2,032,090**
	Totals	**$ 11,566,065**	**$ -**	**$ 4,803,267**	**$ 4,730,707**	**$ 9,533,975**	**$ 2,032,090**

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

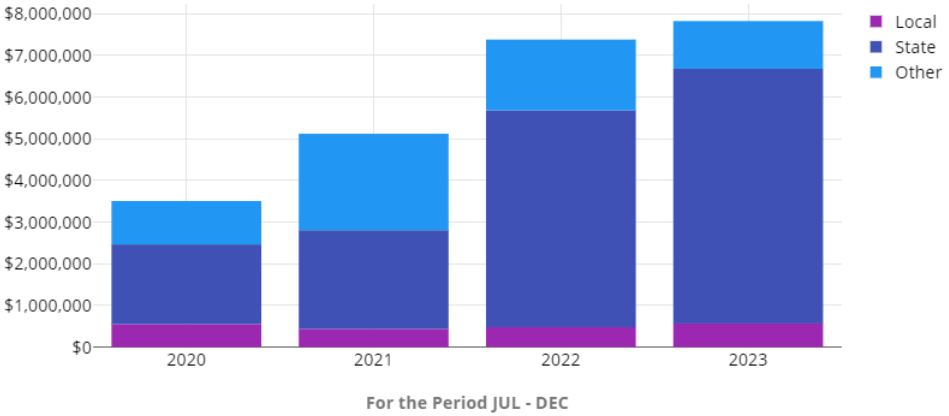
General Fund Historical Revenues for Current Month



General Fund Year to Date Revenues



General Fund Year to Date Revenues by Source



Source Level 1	For the Period JUL - DEC			
	2020	2021	2022	2023
	YTD Amount	YTD Amount	YTD Amount	YTD Amount
1000-1999 Local Sources	$551,915	$437,769	$478,989	$566,941
2000-2999 Intermediate Sources	$0	$11,538	$2,095	$0
3000-3999 State Sources	$1,913,177	$2,369,354	$5,200,468	$6,111,206
5000-5999 Other Sources	$1,039,793	$2,300,055	$1,696,388	$1,143,699

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

YTD Local Sources

106.47% of Budget

Prior Year YTD: 79.83% of Actuals

YTD State Sources

57.86% of Budget

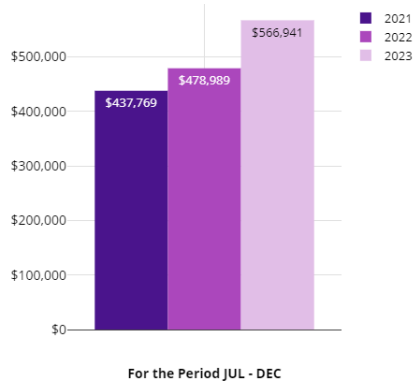
Prior Year YTD: 48.18% of Actuals

YTD All Sources (except 5400s)

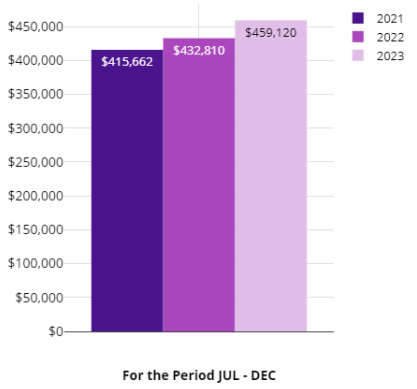
60.12% of Budget

Prior Year YTD: 49.83% of Actuals

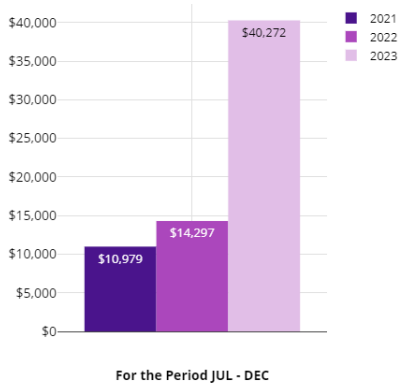
Local Sources (1000s)



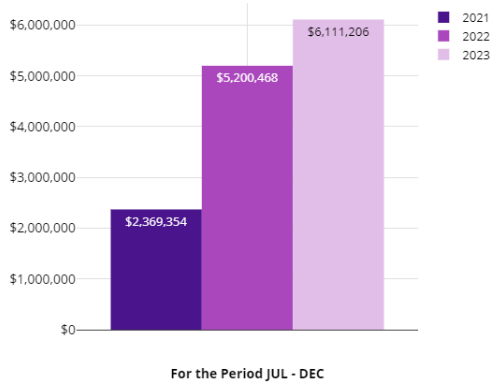
Property Taxes (1100s)



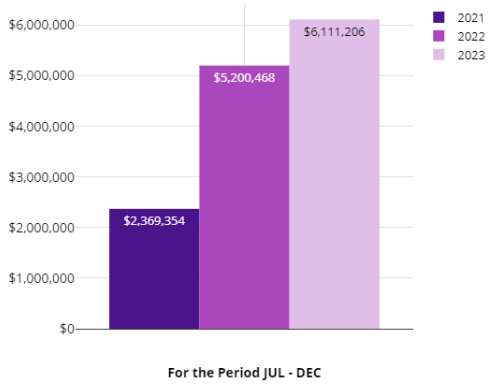
Interest Earnings (1500s)



State Sources (3000s)

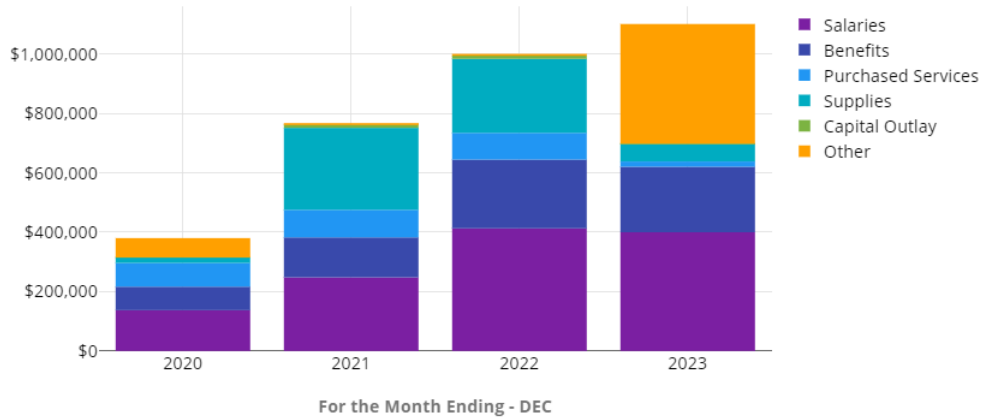


State School Fund (3101)

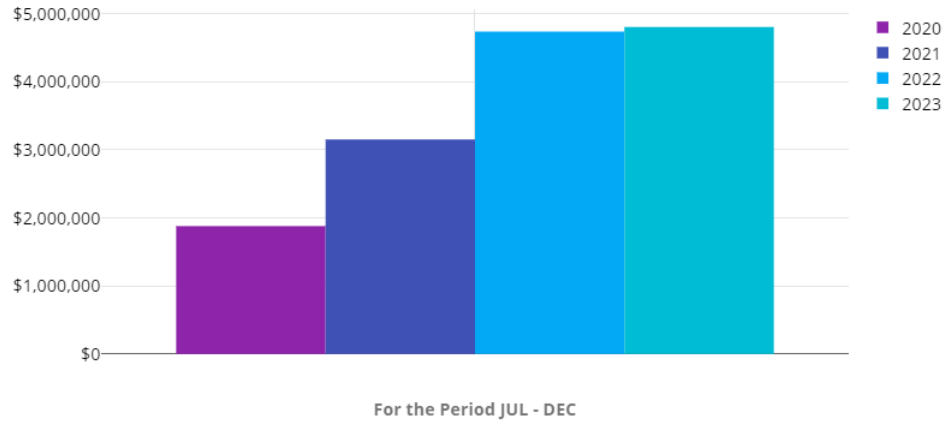


2022-2023 Alsea SD 7J | General Fund Monthly Expenditure Overview

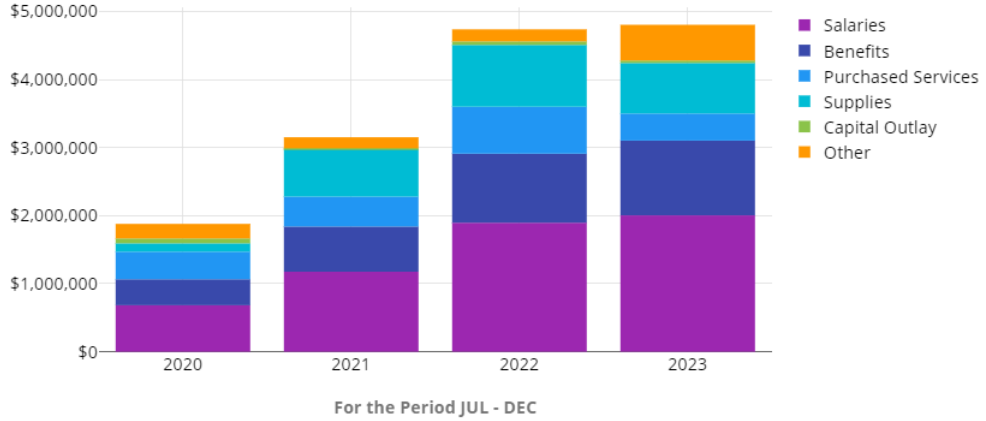
General Fund Historical Expenses for Current Month



General Fund Year to Date Expenses



General Fund Year to Date Expenses by Object



Object Level 1	For the Period JUL - DEC			
	2020	2021	2022	2023
	YTD Amount	YTD Amount	YTD Amount	YTD Amount
Salaries	$683,306	$1,176,060	$1,896,057	$2,004,407
Benefits	$381,808	$663,881	$1,013,483	$1,097,169
Purchased Services	$404,682	$439,295	$689,902	$398,578
Supplies	$123,368	$698,490	$907,901	$741,530
Capital Outlay	$71,848	$12,190	$52,357	$36,858
Other	$213,542	$161,417	$176,489	$524,726

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

YTD Salary and Benefits

36.90% of Budget

Prior Year YTD: 38.20% of Actuals

YTD Purchased Services

42.89% of Budget

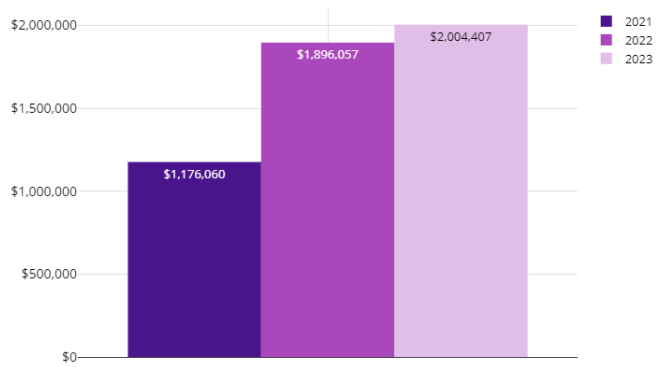
Prior Year YTD: 32.94% of Actuals

YTD Other Expenses

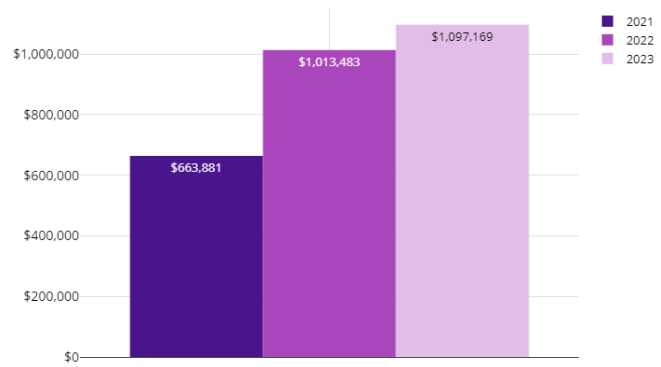
61.75% of Budget

Prior Year YTD: 50.84% of Actuals

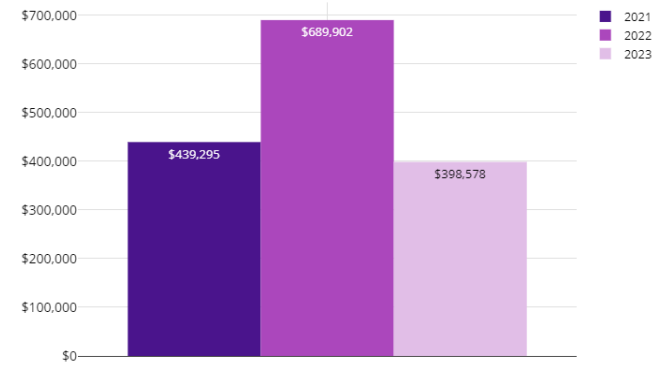
Salaries (100s)



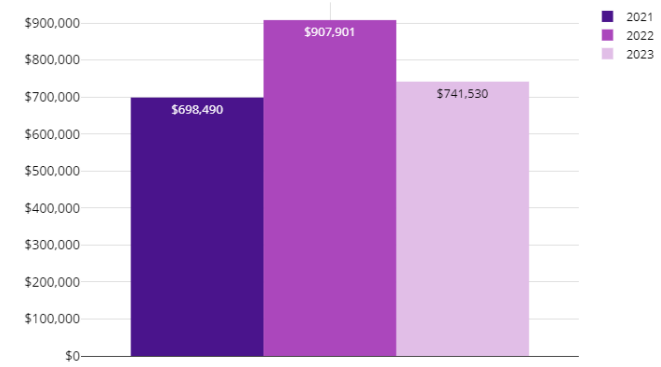
Benefits (200s)



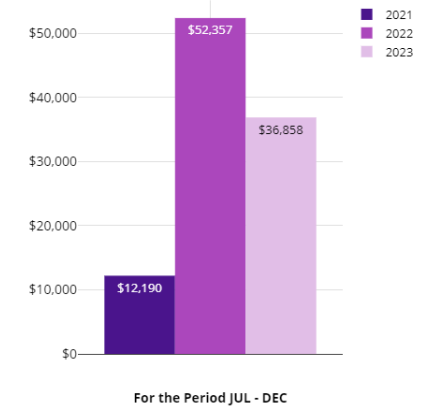
Purchased Services (300s)



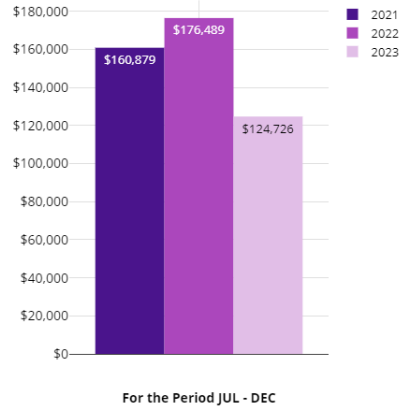
Supplies (400s)



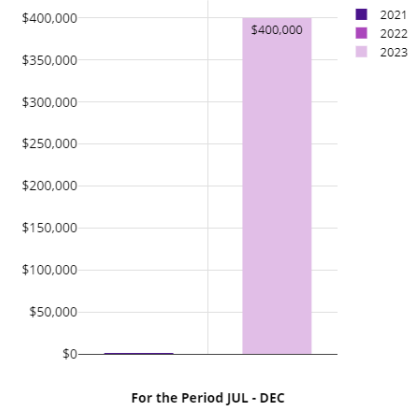
Capital Outlay (500s)



Other Objects (600s)



Transfers (700s)



ALSEA SCHOOL DISTRICT 7J

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

2023-2024 PROPOSED BUDGET CALENDAR

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

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

94% Collection Rate

Estimated

Year of Bond	Beg. Fund Balance	New Revenue For Year	Bond Payments	End Fund Balance	Annual Estimated Bond Levy	Levy Year	Amount of Change per Year
1			$ 83,850	$ 29,438		FY21.22	
2	$ 29,438	$ 77,080	$ 87,700	$ 18,818	$ 82,000	FY22.23	
3	$ 18,818	$ 91,180	$ 91,950	$ 18,048	$ 97,000	FY23.24	$ 15,000
4	$ 18,048	$ 94,940	$ 96,050	$ 16,938	$ 101,000	FY24.25	$ 4,000
5	$ 16,938	$ 99,640	$ 100,000	$ 16,578	$ 106,000	FY25.26	$ 5,000
6	$ 16,578	$ 103,400	$ 103,800	$ 16,178	$ 110,000	FY26.27	$ 4,000
7	$ 16,178	$ 107,160	$ 107,450	$ 15,888	$ 114,000	FY27.28	$ 4,000
8	$ 15,888	$ 109,980	$ 110,950	$ 14,918	$ 117,000	FY28.29	$ 3,000
9	$ 14,918	$ 113,740	$ 114,300	$ 14,358	$ 121,000	FY29.30	$ 4,000
10	$ 14,358	$ 116,560	$ 117,500	$ 13,418	$ 124,000	FY30.31	$ 3,000
11	$ 13,418	$ 119,380	$ 120,550	$ 12,248	$ 127,000	FY31.32	$ 3,000
12	$ 12,248	$ 123,140	$ 123,450	$ 11,938	$ 131,000	FY32.33	$ 4,000
13	$ 11,938	$ 130,660	$ 131,200	$ 11,398	$ 139,000	FY33.34	$ 8,000
14	$ 11,398	$ 132,540	$ 133,650	$ 10,288	$ 141,000	FY34.35	$ 2,000
15	$ 10,288	$ 135,360	$ 135,950	$ 9,698	$ 144,000	FY35.36	$ 3,000
16	$ 9,698	$ 142,880	$ 143,100	$ 9,478	$ 152,000	FY36.37	$ 8,000
17	$ 9,478	$ 149,460	$ 149,950	$ 8,988	$ 159,000	FY37.38	$ 7,000
18	$ 8,988	$ 150,400	$ 151,500	$ 7,888	$ 160,000	FY38.39	$ 1,000
19	$ 7,888	$ 156,980	$ 157,900	$ 6,968	$ 167,000	FY39.40	$ 7,000
20	$ 6,968	$ 163,560	$ 164,000	$ 6,528	$ 174,000	FY40.41	$ 7,000
21	$ 6,528	$ 169,200	$ 169,800	$ 5,928	$ 180,000	FY41.42	$ 6,000
22	$ 5,928	$ 173,900	$ 175,300	$ 4,528	$ 185,000	FY42.43	$ 5,000
23	$ 4,528	$ 180,480	$ 180,500	$ 4,508	$ 192,000	FY43.44	$ 7,000
24	$ 4,508	$ 185,180	$ 185,400	$ 4,288	$ 197,000	FY44.45	$ 5,000

FY 2022-2023 - AS of 01/12/2023

Total FTE - Brick and Mortar	58.88
Total FTE - LAHO	32.33
Total FTE - Athletics and Extra Duty Advisors	2.23
Total FTE - Transportation	13.95
Total Alsea FTE - FY22-23	107.39

Athletics & Extra Curricular

Athletic Program Administration	
Description	FTE
ATHLETIC DIRECTOR	0.13
SECRETARY	0.25
	0.38
High School Athletics	
HEAD FOOTBALL COACH	0.08
ASSISTANT FOOTBALL COACH	0.08
ASSISTANT FOOTBALL COACH	0.08
ATHLETICS EQUIPMENT MANAGER - FOOTBALL	0.08
HEAD WRESTLING COACH	0.08
ASSISTANT WRESTLING COACH - OPEN	0.08
VARSITY HEAD BASKETBALL COACH - Boys	0.08
JV HEAD BASKETBALL COACH - Boys	0.08
VARSITY HEAD BASKETBALL COACH - Girls	0.08
JV HEAD BASKETBALL COACH - Girls - OPEN	0.08
HEAD VOLLEYBALL COACH	0.08
ASSISTANT VOLLEYBALL COACH - OPEN	0.08
HEAD BASEBALL COACH - OPEN	0.08
ASSISTANT BASEBALL COACH - OPEN	0.08
HEAD SOFTBALL COACH - OPEN	0.08
ASSISTANT SOFTBALL COACH - OPEN	0.08
HEAD TRACK COACH	0.08
	1.36
Middle School Athletics	
HEAD M.S. FOOTBALL COACH	0.04
ASSISTANT M.S. FOOTBALL COACH	0.04
HEAD M.S. VOLLEYBALL COACH	0.04
ASSISTANT M.S. VOLLEYBALL COACH	0.04
M.S. BASKETBALL COACH - Girls	0.04
M.S. BASKETBALL COACH - Boys	0.04
M.S. TRACK COACH	0.04
	0.28
Extra Duty - Advisors	
6TH GRADE ADVISOR	0.03
7TH GRADE ADVISOR	0.03
8TH GRADE ADVISOR	0.03
FRESHMAN ADVISOR	0.03
SOPHOMORE ADVISOR	0.03
JUNIOR CLASS / CONCESSION ADVISOR	0.015
JUNIOR CLASS / CONCESSION ADVISOR	0.015
SENIOR CLASS ADVISOR	0.03
	0.21
Total FTE - Athletics and Extra Duty Advisors	2.23

Transportation Department

Alsea School District - Transportation	
Description	FTE
TRANSPORTATION SUPERVISOR	0.50
TRANSPORTATION ASSISTANT/MECH.	1.00
BUS DRIVER	0.75
BUS DRIVER	0.75
BUS DRIVER	0.67
BUS DRIVER - SPED	0.08
BUS DRIVER - OPEN	0.50
BUS DRIVER	0.50
BUS DRIVER	0.75
BUS DRIVER - SUB	0.25
BUS MONITOR	0.50
	6.25

Willamette Leadership Academy - Transportation	
TRANSPORTATION SUPERVISOR	0.25
WLA Transportation Site Manager	1.00
BUS DRIVER - WLA	0.75
BUS DRIVER - WLA	0.75
BUS DRIVER - WLA	0.75
BUS DRIVER - WLA	0.75
	4.25

Kings Valley - Transportation	
TRANSPORTATION SUPERVISOR	0.25
KV Transportation Site Manager	0.25
BUS DRIVER - KV	0.63
BUS DRIVER - KV	0.75
BUS DRIVER - KV	0.75
BUS DRIVER - KV	0.75
	3.38

OTHER - Transportation	
BUS DRIVER - TRAINER	0.08
	0.08

Total FTE - Transportation	**13.95**

Alsea School District
Learn At Home Online (LAHO)

Learn at Home Online (LAHO)

Elementary - Grades K-5

Description	FTE
ONLINE TEACHER - LEARN AT HOME - Kinder Split	1.00
ONLINE TEACHER - LEARN AT HOME - Kinder Split	1.00
ONLINE TEACHER - LEARN AT HOME - 1st Gr	1.00
ONLINE TEACHER - LEARN AT HOME - 1st Gr	1.00
ONLINE TEACHER - LEARN AT HOME - 2nd Gr	1.00
ONLINE TEACHER - LEARN AT HOME - 3rd Gr	1.00
ONLINE TEACHER - LEARN AT HOME - 4th Grade	1.00
ONLINE TEACHER - LEARN AT HOME - 5th Grade	1.00
CLASSROOM AIDE - Elementary	0.75
CLASSROOM AIDE - Elementary	0.75
CLASSROOM AIDE - Elementary	0.75
CLASSROOM AIDE - Elementary	0.75
CLASSROOM AIDE - Elementary	0.75
CLASSROOM AIDE - Elementary	0.75
CLASSROOM AIDE - Elementary	0.75
	13.25

Middle School - Grades 6-8

ONLINE TEACHER - LEARN AT HOME - 7th & 8th Math and Science	0.50
ONLINE TEACHER - LEARN AT HOME - 7th & 8th Math and Science	0.50
ONLINE TEACHER - LEARN AT HOME - 7th & 8th E and SocS	0.50
ONLINE TEACHER - LEARN AT HOME - 7th & 8th E and SocS	0.50
ONLINE TEACHER - LEARN AT HOME - 6th Grade Teacher - OPEN	1.00
CLASSROOM AIDE - Middle School	0.75
CLASSROOM AIDE - Middle School - OPEN	0.75
CLASSROOM AIDE - Middle School	0.75
	5.25

Programs for Talented and Gifted - 1210

SPECIAL PROGRAMS ADMIN	0.25
	0.25

ELL Programs - 1291

ELL TEACHER	0.75
	0.75

SpEd Program - 1250

SPECIAL EDUCATION DIRECTOR	0.50
REMOTE STUDENT SERVICES MANAGER	0.50
LAHO ASSISTANT - SPED	1.00
Online SPED TEACHER	1.00
Online SPED TEACHER	1.00
Online SPED TEACHER	1.00
Online SPED TEACHER	1.00
SPECIAL ED. AIDE - Elementary	0.25
SPECIAL ED. AIDE - Middle School -OPEN	0.25
SPECIAL ED. AIDE - Middle School	0.25
SPECIAL ED. AIDE - Middle School	0.25
SPECIAL ED. AIDE - Elementary	0.25
SPECIAL ED. AIDE - Elementary	0.25
SPECIAL ED. AIDE - Elementary	0.25
SPECIAL ED. AIDE - Elementary	0.25
SPECIAL ED. AIDE - Elementary	0.25
SPECIAL ED. AIDE - Elementary	0.25
	8.50

Support Staff - Function (2XXX)

Student Accounting Service - 2114

LAHO - SECRETARY	0.75
LAHO - SECRETARY	1.00
	1.75

Alsea School District
Learn At Home Online (LAHO)

Learn at Home Online (LAHO)

Speech Pathology - 2150	
SPEECH PATHOLOGIST	0.15
	0.15
Student Support Services - 2190	
COORDINATOR/TEACHER - ONLINE PROGRAMS	0.50
DISTRICT WIDE REPORTING	0.25
	0.75
Assessment and Testing - 2230	
DISTRICT TESTING COORDINATOR	0.10
	0.10
Office of the Principal - 2410	
LAHO PRINCIPAL	1.00
LAHO ASST PRINCIPAL	0.50
	1.50
Technology - 2660	
TECH COORDINATOR - REMOTE PROGRAMS	0.08
	0.08
Total FTE - LAHO	32.33

Alsea School District - Brick and Mortar

Brick & Mortar

Instructional - Function (1XXX)

Elementary - Grade K-5

POSITION DESCRIPTION	FTE
CLASSROOM AIDE	1.00
CLASSROOM AIDE	0.75
CLASSROOM AIDE	0.75
CLASSROOM AIDE	0.75
CLASSROOM AIDE	0.75
CLASSROOM AIDE	0.75
ELEMENTARY TEACHER - 1st Grade	1.00
ELEMENTARY TEACHER - 2nd grade	1.00
ELEMENTARY TEACHER - 3rd Grade	1.00
ELEMENTARY TEACHER - 4th Grade	1.00
ELEMENTARY TEACHER - 5th Grade	1.00
ELM MUSIC/ ART TEACHER	0.33
KINDERGARTEN TEACHER	1.00
PE/ HEALTH TEACHER	0.20
RTI Specialist	1.00
RTI Specialist	1.00
RTI Specialist	0.15
	13.43

Middle School - Grades 6-8

ELM MUSIC/ ART TEACHER	0.34
HEALTH TEACHER	0.50
MS MATHEMATICS TEACHER	1.00
MS/HS TEACHER - CTE	0.20
MS/HS TEACHER - Social Studies	0.40
MS/HS TEACHER - English	0.40
PE/ HEALTH TEACHER	0.20
SIXTH GRADE TEACHER	1.00
SIXTH GRADE TEACHER	1.00
	5.04

High School - Grades - 9-12

CLASSROOM AIDE	0.75
ELM MUSIC/ ART TEACHER	0.33
HEALTH TEACHER	0.50
HS ENGLISH TEACHER	1.00
HS MATH TEACHER	1.00
HS SCIENCE TEACHER	1.00
HS SOCIAL STUDIES TEACHER	0.80
HS SOCIAL STUDIES TEACHER - Tech	0.20
MS/ HS SCHOOL TEACHER - FOOD SERVICE	0.20
MS/HS TEACHER - CTE	0.20
MS/HS TEACHER - CTE	0.60
MS/HS TEACHER - Music	0.20
PE/ HEALTH TEACHER	0.60
	7.38

Pre-Kindergarten Programs - 1140

PRESCHOOL AIDE - OPEN	0.38

Alsea School District - Brick and Mortar

Brick & Mortar

	0.38
Special Program - 1250.320	
SPECIAL EDUCATION DIRECTOR	0.50
SPECIAL EDUCATION TEACHER	1.00
SPECIAL ED. AIDE	0.25
SPECIAL ED. AIDE	0.25
SPECIAL ED. AIDE	0.25
SPECIAL ED. AIDE	0.25
SPECIAL ED. AIDE	0.25
SPECIAL ED. AIDE	1.00
SPECIAL ED. AIDE	0.97
SPECIAL ED. AIDE - OPEN	1.00
SPECIAL ED. AIDE	1.00
SPECIAL ED. AIDE	0.93
SPECIAL ED. AIDE	1.00
SPECIAL ED. AIDE	1.00
SPECIAL ED. AIDE/YTP	0.60
SPECIAL ED. AIDE	0.25
	10.50
Title I/A / D - 1272	
TITLE SPECIALIST	0.65
	0.65
Programs for Talented and Gifted - 1210	
SPECIAL PROGRAMS ADMIN	0.25
	0.25
ELL Programs - 1291	
DISTRICT ELL COORDINATOR	0.25
	0.25

Support Staff - Function (2XXX)

Social Work Services - 2113	
FAMILY OUTREACH LIAISON	0.75
	0.75
Student Accounting Service - 2114	
K-12 REGISTRAR	0.75
DISTRICT ATTENDANCE SPECIALIST	0.25
	1.00
Guidance Services - 2120	
GUIDANCE COUNSELOR	0.07
GUIDANCE COUNSELOR	0.05
GUIDANCE COUNSELOR	0.38
	0.50
Placement Services - 2126	
YTP ADVISOR	0.40
	0.40
Speech Pathology - 2150	
SPEECH PATHOLOGIST	0.85
	0.85
Student Support Services - 2190	
COORDINATOR/TEACHER - ONLINE PROGRAMS	0.50
DISTRICT WIDE REPORTING	0.25

Alsea School District - Brick and Mortar

Brick & Mortar

	0.75
Improvement of Instructional Services - 2210	
MENTOR/COACH FOR TEACHERS	0.60
	0.60
Assessment and Testing - 2230	
DISTRICT TESTING COORDINATOR	0.10
	0.10
Office of Superintendent - 2321	
ACTING SUPERINTENDENT	1.00
EXECUTIVE SECRETARY	1.00
	2.00
Office of Principal - 2410	
K - 12 PRINCIPAL	0.40
K - 12 PRINCIPAL	0.25
K - 12 PRINCIPAL	0.35
K - 12 VICE PRINCIPAL	0.40
K - 12 VICE PRINCIPAL	0.25
K - 12 VICE PRINCIPAL	0.35
SECRETARY - MS/HS	0.25
SECRETARY - MS/HS	0.50
RECEPTION - ELEMENTARY	1.00
	3.75
Fiscal Services - 2520	
ACCOUNTS PAYABLE/ACCOUNTS RECEIVABLE	1.00
BUSINESS MANAGER	1.00
HR ASSISTANT	0.25
PAYROLL SPECIALIST	0.75
	3.00
Maintenance - 2550	
MAINTENANCE SUPERVISOR	1.00
CUSTODIAN	1.00
CUSTODIAN - OPEN	1.00
CUSTODIAN	1.00
CUSTODIAN	1.00
CUSTODIAN - SUMMER ONLY	0.20
	5.20
Planning Services - 2624	
CURRICULUM COORDINATOR	0.22
	0.22
Technology - 2660	
TECH COORDINATOR - IN BUILDING	0.08
	0.08
Food Service - 3100	
FOOD SERVICE LEAD	0.80
FOOD SERVICE ASSISTANT	1.00
	1.80
Total FTE - Brick and Mortar	58.88

11. Payment of Bills for December 2022
    Risteen Follett Motioned to Pay the Bills for December and Deb Lindberg; Seconded, All in Favor except Linda Montanez who was absent during this vote.. This motion, made by Risteen Follett and seconded by Deb Lindberg, Carried.
    Risteen Follett: Yea, Deb Lindberg: Yea, Linda Montanez: Yea, Ryan VanLeuven: Yea, Robert Webb: Yea
    Yea: 5, Nay: 0
    Payment of Bills for December 2022
    Recess called at 2107
    Open Session resumed at 2113

Alsea School District 7J

Disbursement Detail Listing

Bank Name: Citizens Bank - Checking **Date Range:** 12/01/2022 - 12/31/2022 **Sort By:** Check

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

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

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
Bank Name: Citizens Bank - Checking							
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230118-22	100.2550.0410.000.000.000	Fuel Filter, Belt, Liquid Hardener	$113.59
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230118-23	100.2550.0410.000.000.000	(8) Oil Filters	$168.37
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230118-24	100.2550.0410.000.000.000	Alsea Misc. Bus Maintenance Parts/Supplies - Napa Auto	$12.49
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230118-25	100.2550.0410.000.000.000	Alsea Misc. Bus Maintenance Parts/Supplies - Napa Auto	$20.98
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230118-26	100.2550.0410.000.000.000	Alsea Misc. Bus Maintenance Parts/Supplies - Napa Auto	$7.99
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230118-27	100.2550.0410.000.000.000	Oil Filters for Vans and Truck	$47.96
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230165-3	252.1131.0410.007.220.000	Refund of Jute Twine	($5.99)
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230221-12	100.2410.0353.000.000.612	LAHO Postage - USPS	$109.60
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230221-13	100.2410.0353.000.000.612	LAHO Postage - USPS	$46.74
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230221-14	100.2410.0353.000.000.612	LAHO Postage - USPS	$11.58
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230221-15	100.2410.0353.000.000.612	LAHO Postage - USPS	$60.00
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230221-16	100.2410.0353.000.000.612	LAHO Postage - USPS	$31.13
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230221-17	100.2410.0353.000.000.612	LAHO Postage - USPS	$35.75
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230221-18	100.2410.0353.000.000.612	LAHO Postage - USPS	$99.55
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230221-19	100.2410.0353.000.000.612	LAHO Postage - USPS	$33.60
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230221-20	100.2410.0353.000.000.612	LAHO Postage - USPS	$2.16
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230221-21	100.2410.0353.000.000.612	LAHO Postage - USPS	$34.68
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230231-2	100.2550.0410.000.000.000	Refund for Window Kit	($81.47)
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230231-3	100.2550.0410.000.000.000	Passegner Side Window Kit	$141.01
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230231-4	100.2550.0410.000.000.000	(7) Door Seals	$58.64
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230252-5	100.1121.0410.005.050.000	MS Office Supplies - Replacement/Restocking	$27.18

Alsea School District 7J

Disbursement Detail Listing

Bank Name: Citizens Bank - Checking
Date Range: 12/01/2022 - 12/31/2022
Sort By: Check
Voucher Range: -
Dollar Limit: $0.00
Fiscal Year: 2022-2023

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

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230252-5	100.1131.0410.007.050.000	HS Office Supplies - Replacement/Restocking	$40.76
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230261-2	252.1131.0410.007.220.000	Binder Dividers for Students	$48.20
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230266	100.1250.0410.000.320.612	OT Visual edge slant board	$89.98
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230267	100.1111.0410.006.051.000	Project Supplies - 1st Grade	$89.47
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230269-1	100.2410.0354.000.000.612	Advertisement for LAHO - Google	$350.00
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230269-2	100.2410.0354.000.000.612	Advertisement for LAHO - Google	$12.64
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230273	100.1131.0410.007.180.000	Pencil sharpener	$30.43
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230280	100.1131.0410.007.050.000	Laminator and Thermal Sheets	$61.48
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230285	100.1250.0420.000.320.612	Raz -Plus Learning A-Z	$234.00
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230286	100.1250.0410.000.320.612	Suffix and Syllable Frames	$51.40
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230286	100.1250.0410.000.320.612	Magnetic letter tiles just words	$22.40
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230286	100.1250.0410.000.320.612	Fundations Composition Book 1	$83.40
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230286	100.1250.0410.000.320.612	WRS Student Reader 1, 4th edition	$39.40
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230286	100.1250.0410.000.320.612	WRS Student Reader 3, 4th edition	$39.40
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230286	100.1250.0410.000.320.612	WRS Student Reader 4, 4th edition	$39.40
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230287-1	252.1131.0410.007.220.000	Boards for Christmas Nail Art Project	$104.10

Alsea School District 7J

Disbursement Detail Listing

Bank Name: Citizens Bank - Checking
Date Range: 12/01/2022 - 12/31/2022
Sort By: Check
Voucher Range: -
Dollar Limit: $0.00
Fiscal Year: 2022-2023

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

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230287-2	252.1131.0410.007.220.000	Boards for Christmas Nail Art Project	$50.55
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230288	100.2550.0322.000.000.000	Drivers Side hood latch	$31.35
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230288	100.2550.0322.000.000.000	Passenger side hood latch	$25.12
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230288	100.2550.0322.000.000.000	shipping	$10.62
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230289	100.1111.0410.006.058.000	Hardcover BoxSet of Dog Man Books 1-6	$32.90
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230290	252.1131.0410.007.220.000	Yarn for Christmas Nail Art Project	$67.01
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230291	100.2550.0410.000.000.000	Disenfecting Wipes for buses	$39.98
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230305	100.2550.0410.000.000.000	(2) Dash Cams with GPS	$345.97
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230306-1	100.2410.0353.000.000.612	LAHO Postage - FedEx	$171.17
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230306-2	100.2410.0353.000.000.612	LAHO Postage - FedEx	$234.17
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230306-3	100.2410.0353.000.000.612	LAHO Postage - FedEx	$41.94
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230306-4	100.2410.0353.000.000.612	LAHO Postage - FedEx	$344.69
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230306-5	100.2410.0353.000.000.612	LAHO Postage - FedEx	$66.41
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230306-6	100.2410.0353.000.000.612	LAHO Postage - FedEx	$316.93
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230307-1	100.2410.0354.000.000.612	Advertisement for LAHO - Facebook Ads	$125.00
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230307-2	100.2410.0354.000.000.612	Advertisement for LAHO - Facebook Ads	$175.00
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230307-3	100.2410.0354.000.000.612	Advertisement for LAHO - Facebook Ads	$250.00
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230307-4	100.2410.0354.000.000.612	Advertisement for LAHO - Facebook Ads	$150.96
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230308-1	259.1132.0342.007.000.410	Forestry Field Team Food	$31.98
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230308-2	259.1132.0342.007.000.410	Forestry Field Team Food	$29.21
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230308-3	259.1132.0342.007.000.410	Forestry Field Team Food	$116.49
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230308-4	259.1132.0342.007.000.410	Forestry Field Team Food	$12.97

Disbursement Detail Listing

Bank Name: Citizens Bank - Checking
Date Range: 12/01/2022 - 12/31/2022
Sort By: Check
Voucher Range: -
Dollar Limit: $0.00
Fiscal Year: 2022-2023

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

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230308-5	259.1132.0342.007.000.410	Forestry Field Team Food	$18.00
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230308-6	259.1132.0342.007.000.410	Forestry Field Team Food	$29.00
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230309	100.1111.0410.006.000.612	LAHO Office Supplies	$69.01
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230310	100.2660.0460.000.000.000	New Printer/Fax for Fax Line Move to Super's Office	$499.99
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230311-1	100.1111.0410.006.050.000	Office Furniture for SLP	$291.56
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230311-2	100.1111.0410.006.050.000	Office Furniture for SLP	$103.80
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230312	100.2410.0410.000.000.000	Christmas Decoration Supplies: Home Depo	$111.86
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230313	252.1131.0410.007.220.000	Shop Christmas String Art Project	$54.46
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230317	100.1131.0410.007.050.500	Leather - J-Term Leatherworking	$380.34
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230327	100.2660.0410.000.000.000	Patch Cables for Gym Cameras	$79.94
NCB	12/29/2022	1182	BMO - Credit Card Purchases	22230328	100.1250.0410.000.320.612	Cough Drop App + 2 supports	$250.00
NCB	12/29/2022	1182	BMO - Credit Card Purchases	2223111	100.2520.0410.000.000.000	Colored Paper for Printing POs - FY 22/23	$38.88
						Check Total:	$6,909.26
10573	12/01/2022	1149	Alycia Johnson	AJ Reimb 11/16/22	100.2550.0389.000.000.000	CDL Driver's Tests at DMV	$40.00
10573	12/01/2022	1149	Alycia Johnson	AJ Reimb 11/16/22	100.2550.0640.000.000.000	CDL Drivers License Fee	$115.00
						Check Total:	$155.00
10574	12/01/2022	1149	Central School Distrcit 13J	963	100.2550.0389.000.000.000	Driver Training - Alycia Johnson 8/19/22	$275.70
10574	12/01/2022	1149	Central School Distrcit 13J	969	100.2550.0389.000.000.000	Driver Training - Alycia Johnson 11/12/22	$275.70
						Check Total:	$551.40
10575	12/01/2022	1149	Cintas Corporation - 172	4137390863	100.2540.0416.000.000.000	Custodial Supplies for 22/23 school year	$755.69

Disbursement Detail Listing

Bank Name: Citizens Bank - Checking
Date Range: 12/01/2022 - 12/31/2022
Sort By: Check
Voucher Range: -
Dollar Limit: $0.00
Fiscal Year: 2022-2023

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

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
10575	12/01/2022	1149	Cintas Corporation - 172	4138791749	100.2540.0416.000.000.000	Custodial Supplies for 22/23 school year	$963.71
						Check Total:	$1,719.40
10576	12/01/2022	1149	COSA	5008100	100.2410.0342.000.000.000	B. Rothenberger Superintendent Program	$99.00
10576	12/01/2022	1149	COSA	5008110	100.2410.0342.000.000.000	B. Rothenberger Oregon School Law Conf	$295.00
						Check Total:	$394.00
10577	12/01/2022	1149	Eleanor Jones	EJ Reimb 11/7/22	259.1113.0410.006.000.310	4th Grade Halloween Party Supplies	$59.04
						Check Total:	$59.04
10578	12/01/2022	1149	FLASHALERT NEWSWIRE	1209	100.2540.0640.000.000.000	News Distribution	$158.00
						Check Total:	$158.00
10579	12/01/2022	1149	Frontline Technologies Group, LLC	INVUS172414	100.2520.0470.000.000.000	Frontline Training for Staff	$701.91
10579	12/01/2022	1149	Frontline Technologies Group, LLC	INVUS172414	100.2520.0470.000.000.601	Frontline Training for Staff	$100.28
10579	12/01/2022	1149	Frontline Technologies Group, LLC	INVUS172414	100.2520.0470.000.000.604	Frontline Training for Staff	$100.28
10579	12/01/2022	1149	Frontline Technologies Group, LLC	INVUS172414	100.2520.0470.000.000.612	Frontline Training for Staff	$100.28
						Check Total:	$1,002.75
10580	12/01/2022	1149	Mid Valley Wrestling	1001	100.1132.0640.007.230.000	1A State Tourney Fees/Officials	$1,042.13
						Check Total:	$1,042.13
10581	12/01/2022	1149	OREGON SCHOOL BOARDS ASSOCIATION	0023403	100.2310.0389.000.000.000	Policy Revisions - Rewrite Fee	$4,000.00
						Check Total:	$4,000.00
10582	12/01/2022	1149	PresenceLearning, Inc.	INV54332	100.2152.0389.000.320.000	SP Evaluation - Pre-Referral & Record Review	$362.38

Alsea School District 7J

Disbursement Detail Listing

Bank Name: Citizens Bank - Checking
Date Range: 12/01/2022 - 12/31/2022
Sort By: Check
Voucher Range: -
Dollar Limit: $0.00
Fiscal Year: 2022-2023

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

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
10582	12/01/2022	1149	PresenceLearning, Inc.	INV54332	100.2152.0389.000.320.000	Online Speech Language Pathology	$849.01
10582	12/01/2022	1149	PresenceLearning, Inc.	INV54332	100.2152.0389.000.320.612	Online Speech Language Pathology	$1,723.76
10582	12/01/2022	1149	PresenceLearning, Inc.	INV54332	100.2152.0389.000.320.612	SP Evaluation - Pre-Referral & Record Review	$735.73
10582	12/01/2022	1149	PresenceLearning, Inc.	INV54332	100.2160.0389.000.320.000	OT Evaluation and Services	$900.87
10582	12/01/2022	1149	PresenceLearning, Inc.	INV54332	100.2160.0389.000.320.612	OT Evaluation and Services	$1,829.04
						Check Total:	$6,400.79
10583	12/01/2022	1149	Samuel H. Aley -School Psychologist, LLC	3	100.2142.0389.000.320.612	Phycho-Educational Evaluatinos - Oct 2022	$8,068.75
						Check Total:	$8,068.75
10584	12/08/2022	1153	BENTON COUNTY PUBLIC WORKS	0370 - 11/30/22	100.2540.0327.000.000.000	Water & Sewer Services	$139.20
10584	12/08/2022	1153	BENTON COUNTY PUBLIC WORKS	0390 - 11/30/22	100.2540.0327.000.000.000	Water & Sewer Services	$63.00
10584	12/08/2022	1153	BENTON COUNTY PUBLIC WORKS	0400 - 11/30/22	100.2540.0327.000.000.000	Water & Sewer Services	$34.00
						Check Total:	$236.20
10585	12/08/2022	1153	CONSUMERS POWER INC.	14280200 - 12/1/22	100.2540.0325.000.000.000	Electric Services	$137.41
10585	12/08/2022	1153	CONSUMERS POWER INC.	486400 - 12/1/22	100.2540.0325.000.000.000	Electric Services	$1,881.92
10585	12/08/2022	1153	CONSUMERS POWER INC.	486401 - 12/1/22	100.2540.0325.000.000.000	Electric Services	$268.67
10585	12/08/2022	1153	CONSUMERS POWER INC.	486402 - 12/1/22	100.2540.0325.000.000.000	Electric Services	$157.19
10585	12/08/2022	1153	CONSUMERS POWER INC.	486403 - 12/1/22	100.2540.0325.000.000.000	Electric Services	$198.19
						Check Total:	$2,643.38
10586	12/08/2022	1153	PEAK INTERNET	176352 - 12/1/22	100.2660.0351.000.000.000	Monthly 1GB (2) and 500 Mb (1) Ethernet Transport	$339.50
						Check Total:	$339.50
10587	12/08/2022	1153	REPUBLIC SERVICES #452	0452-004893112	100.2540.0328.000.000.000	Garbage Service	$1,158.91
						Check Total:	$1,158.91

Disbursement Detail Listing

Bank Name: Citizens Bank - Checking **Date Range:** 12/01/2022 - 12/31/2022 **Sort By:** Check

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

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

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
10588	12/15/2022	1162	Ball Janik LLP	266342	410.4150.0382.000.000.000	Review Bond GC/Architect Agreements	$825.00
						Check Total:	$825.00
10589	12/15/2022	1162	Bashors Team Athletics	79546	100.1132.0410.007.230.000	Wrestling Mat Tape	$207.13
10589	12/15/2022	1162	Bashors Team Athletics	79546	100.1132.0410.007.230.000	Wrestling Mat Cleaner	$77.13
						Check Total:	$284.26
10590	12/15/2022	1162	BEGGS TIRE CENTER	159761	100.2550.0410.000.000.000	Bus #58 Tires	$1,937.56
10590	12/15/2022	1162	BEGGS TIRE CENTER	159771	100.2550.0410.000.000.000	Bus #5 Tires	$1,937.56
10590	12/15/2022	1162	BEGGS TIRE CENTER	159774	100.2550.0410.000.000.000	Bus #7 Tires	$1,937.56
						Check Total:	$5,812.68
10591	12/15/2022	1162	Betsy Brooks	10	100.2134.0389.000.000.000	CPR/AED/FA Reimburesment (50% paid	$294.77
10591	12/15/2022	1162	Betsy Brooks	9	100.2134.0389.000.000.000	November Hours Worked	$437.50
						Check Total:	$732.27
10592	12/15/2022	1162	CARSON OIL CO., INC./MSC 63052	0794068	100.2550.0418.000.000.000	Biodiesel 391.00 Gal @ $3.8489	$1,504.94
						Check Total:	$1,504.94
10593	12/15/2022	1162	Cintas Corporation - 172	1903535633	100.2540.0416.000.000.000	Custodial Supplies for 22/23 school year	$90.00
10593	12/15/2022	1162	Cintas Corporation - 172	4139456038	100.2540.0416.000.000.000	Custodial Supplies for 22/23 school year	$558.50
						Check Total:	$648.50
10594	12/15/2022	1162	COENERGY -Valley Office	23256	100.2540.0326.000.000.000	Propane for Playshed heater	$222.73
						Check Total:	$222.73
10595	12/15/2022	1162	COSA	6582	268.2310.0389.000.000.000	HR Consultation - September	$4,225.00
10595	12/15/2022	1162	COSA	6582	268.2310.0389.000.000.000	HR Consultation - October	$3,266.00
						Check Total:	$7,491.00
10596	12/15/2022	1162	Court Vision Apparel	00558	100.1132.0419.007.230.000	HS Boys Basketball Jerseys	$1,260.00
						Check Total:	$1,260.00

Disbursement Detail Listing

Bank Name: Citizens Bank - Checking
Date Range: 12/01/2022 - 12/31/2022
Sort By: Check
Voucher Range: -
Dollar Limit: $0.00
Fiscal Year: 2022-2023

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

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
10597	12/15/2022	1162	Criminal Information Services, Inc.	108852	100.2310.0640.000.000.000	Staff/Volunteer Background Checks	$121.00
10597	12/15/2022	1162	Criminal Information Services, Inc.	108852	100.2310.0640.000.000.000	Staff/Volunteer Identity Verification	$20.00
						Check Total:	$141.00
10598	12/15/2022	1162	e3 Diagnostics Inc.	INV-23383	100.1111.0410.006.050.000	Audiometer	$666.00
10598	12/15/2022	1162	e3 Diagnostics Inc.	INV-23383	100.1121.0410.005.050.000	Audiometer	$296.00
10598	12/15/2022	1162	e3 Diagnostics Inc.	INV-23383	100.1131.0410.007.050.000	Audiometer	$444.00
10598	12/15/2022	1162	e3 Diagnostics Inc.	INV-23383	100.1250.0410.000.320.000	Audiometer	$74.00
						Check Total:	$1,480.00
10599	12/15/2022	1162	Industrial Welding Supply, Inc.	00288053	259.1132.0324.007.000.403	Helium Tank Rental	$5.00
						Check Total:	$5.00
10600	12/15/2022	1162	LES & BOB'S SPORTS & APPAREL	38153	259.1132.0410.007.000.424	Boys Basketball Sweatshirts	$750.10
						Check Total:	$750.10
10601	12/15/2022	1162	Mary Jackson	MJ Reimb 11/17/22	100.1131.0460.007.180.000	File Cabinet, Bookslef, (2) File Crates	$50.98
						Check Total:	$50.98
10602	12/15/2022	1162	Modern Building Systems, Inc.	0138985	100.2540.0324.000.000.000	Modular Building Rental	$780.42
						Check Total:	$780.42
10603	12/15/2022	1162	OREGON EDUCATION ASSOCIATION	411-102	100.1111.0640.006.000.612	OEA Dues - Ruth Dabkus	$115.70
						Check Total:	$115.70
10604	12/15/2022	1162	Rainier Jr Sr High School	34806	100.1132.0640.007.230.000	RHS Kelly Bledsoa Wresting Tounarment Fees	$250.00
						Check Total:	$250.00
10605	12/15/2022	1162	SAMARITAN OCCUPATIONAL MEDICINE	DFTC AnnualFee	100.2550.0640.000.000.000	DFTC Consortium Annual Fee	$75.00
10605	12/15/2022	1162	SAMARITAN OCCUPATIONAL MEDICINE	DFTC AnnualFee	100.2550.0640.000.000.000	Drug Free Transportation Consortium Per Driver Fee	$560.00
10605	12/15/2022	1162	SAMARITAN OCCUPATIONAL MEDICINE	DFTC AnnualFee	100.2550.0640.000.000.601	Drug Free Transportation Consortium Per Driver Fee -	$320.00

Disbursement Detail Listing

Bank Name: Citizens Bank - Checking
Date Range: 12/01/2022 - 12/31/2022
Sort By: Check
Voucher Range: -
Dollar Limit: $0.00
Fiscal Year: 2022-2023

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

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
						Check Total:	$955.00
10606	12/15/2022	1162	Sara Cash	5	100.2310.0389.000.000.000	PIO Contract Hours - November	$1,302.75
						Check Total:	$1,302.75
10607	12/15/2022	1162	SILKE COMMUNICATIONS INC.	131910	100.2550.0351.000.000.000	Air Time Per Radio	$333.06
10607	12/15/2022	1162	SILKE COMMUNICATIONS INC.	131910	100.2550.0351.000.000.000	FCC License User Surcharge Fee	$35.49
						Check Total:	$368.55
10608	12/15/2022	1162	Tim O'Neill	TO Reimb 12/8/22	100.2550.0389.000.000.000	Van #3 Windshield Chip Seal	$55.00
						Check Total:	$55.00
10609	12/15/2022	1162	Timber Supply Co., INC	618809	252.1131.0410.007.220.000	(2) Boxes Ear Plugs	$90.00
						Check Total:	$90.00
10610	12/15/2022	1162	US Bank Equipment Finance	487923518	100.1111.0324.006.050.000	Lease for 4K133 Copy Machine	$158.72
10610	12/15/2022	1162	US Bank Equipment Finance	487923518	100.1111.0324.006.050.000	Lease for 4K134 Color Copy Machine Copy Machine	$71.43
10610	12/15/2022	1162	US Bank Equipment Finance	487923518	100.1121.0324.005.050.000	Lease for 4K134 Color Copy Machine Copy Machine	$31.75
10610	12/15/2022	1162	US Bank Equipment Finance	487923518	100.1121.0324.005.050.000	Lease for 4K132 Copy Machine	$63.49
10610	12/15/2022	1162	US Bank Equipment Finance	487923518	100.1131.0324.007.050.000	Lease for 4K132 Copy Machine	$95.24
10610	12/15/2022	1162	US Bank Equipment Finance	487923518	100.1131.0324.007.050.000	Lease for 4K134 Color Copy Machine Copy Machine	$47.62
10610	12/15/2022	1162	US Bank Equipment Finance	487923518	100.1250.0324.000.320.000	Lease for 4K134 Color Copy Machine Copy Machine	$7.94
						Check Total:	$476.19
10612	12/15/2022	1163	Bandon High School	92822	100.1132.0640.007.230.000	Bandon BB Tournament Fees	$250.00
10612	12/15/2022	1163	Bandon High School	92822	259.1132.0342.007.000.424	Bandon BB Tourn Hotel Rooms	$410.00

Disbursement Detail Listing

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

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

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
						Check Total:	$660.00
10613	12/15/2022	1163	C.J. HANSON CO. INC.	WO-0016239	100.2540.0322.000.000.000	Boiler Maintenance	$1,319.50
10613	12/15/2022	1163	C.J. HANSON CO. INC.	WO-0016239	100.2540.0417.000.000.000	Air Filters	$189.00
						Check Total:	$1,508.50
10614	12/15/2022	1163	Cherry Campbell	CC Mileage 11/30/22	100.2550.0331.000.000.000	Student Transportation to Clemens Primary	$1,215.00
						Check Total:	$1,215.00
10615	12/15/2022	1163	Cheryl Doe	CD Mileage 12/1/22	100.2190.0342.000.320.000	C.Doe - Mileage to COSA Conf - Eugene	$28.12
10615	12/15/2022	1163	Cheryl Doe	CD Mileage 12/1/22	100.2190.0342.000.320.612	C.Doe - Mileage to COSA Conf - Eugene	$84.38
10615	12/15/2022	1163	Cheryl Doe	CD Reimb 12/1/22	100.2190.0342.000.320.000	C.Doe - COSA Conference Meals	$9.92
10615	12/15/2022	1163	Cheryl Doe	CD Reimb 12/1/22	100.2190.0342.000.320.000	C.Doe - COSA Conference Meals	$6.88
10615	12/15/2022	1163	Cheryl Doe	CD Reimb 12/1/22	100.2190.0342.000.320.612	C.Doe - COSA Conference Meals	$20.66
10615	12/15/2022	1163	Cheryl Doe	CD Reimb 12/1/22	100.2190.0342.000.320.612	C.Doe - COSA Conference Meals	$29.76
						Check Total:	$179.72
10616	12/15/2022	1163	COENERGY -Valley Office	24062	100.2540.0326.000.000.000	Propane for Playshed heater	$66.25
10616	12/15/2022	1163	COENERGY -Valley Office	24155	100.2540.0326.000.000.000	Propane for Playshed heater	$146.83
						Check Total:	$213.08
10617	12/15/2022	1163	COSA	5011030	100.2321.0342.000.000.000	Winter Conf Gallagher 1/25-1/27	$295.00
						Check Total:	$295.00
10618	12/15/2022	1163	CTX-Xerox	IN3104053	100.1111.0355.006.050.000	Elementary Copies on Xerox Copiers - 30%	$138.99

Alsea School District 7J

Disbursement Detail Listing

Bank Name: Citizens Bank - Checking
Date Range: 12/01/2022 - 12/31/2022
Sort By: Check
Voucher Range: -
Dollar Limit: $0.00
Fiscal Year: 2022-2023

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

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
10618	12/15/2022	1163	CTX-Xerox	IN3104053	100.1121.0355.005.050.000	Middle School Copies on Xerox Copiers - 15%	$61.77
10618	12/15/2022	1163	CTX-Xerox	IN3104053	100.1131.0355.007.050.000	High School Copies on Xerox Copiers - 30%	$92.66
10618	12/15/2022	1163	CTX-Xerox	IN3104053	100.1250.0355.000.320.000	SPED Copies on Xerox Copiers - 10%	$15.45
						Check Total:	$308.87
10619	12/15/2022	1163	David Crowe	CD Reimb 12/8/22	100.1131.0342.007.221.000	D. Crowe ACTE Conf Lyft 11/29-12/3	$20.37
10619	12/15/2022	1163	David Crowe	CD Reimb 12/8/22	100.1131.0342.007.221.000	D. Crowe ACTE Conf Rental Car 11/29-12/3	$99.50
10619	12/15/2022	1163	David Crowe	CD Reimb 12/8/22	100.1131.0342.007.221.000	D. Crowe ACTE Conf WiFi 11/29-12/3	$8.00
10619	12/15/2022	1163	David Crowe	CD Reimb 12/8/22	100.1131.0342.007.221.000	D. Crowe ACTE Conf Rental Car Fuel 11/29-12/3	$24.89
10619	12/15/2022	1163	David Crowe	DC Mileage 12/14/22	100.1131.0342.007.221.000	D. Crowe OFRI Training Mileage - Silverton	$95.25
						Check Total:	$248.01
10620	12/15/2022	1163	Forrest Miller	FM Mileage 12/14/22	100.1291.0342.000.000.612	Mileage for ELPA Student Screenings - Beaverton	$59.50
						Check Total:	$59.50
10621	12/15/2022	1163	Naomi Shadwick	11292022	100.2310.0389.000.000.000	Grant Research and Identification	$500.00
						Check Total:	$500.00
10622	12/15/2022	1163	Overgrad	1408	252.1131.0470.007.050.000	College and Career Readiness Software	$1,000.02
						Check Total:	$1,000.02
10623	12/15/2022	1163	Paradigm Learning Systems	35 Software	100.1288.0470.000.000.612	Learn at Home Oregon	$40,592.00
						Check Total:	$40,592.00
10624	12/15/2022	1163	Tres Rios Silver	24933	259.1132.0410.007.000.430	Belt Buckles for Wresting Tournament at Alsea	$1,785.00

Disbursement Detail Listing

Bank Name: Citizens Bank - Checking
Date Range: 12/01/2022 - 12/31/2022
Sort By: Check
Voucher Range: -
Dollar Limit: $0.00

Fiscal Year: 2022-2023

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

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
						Check Total:	$1,785.00
10625	12/15/2022	1164	CB Const. Inc	App1 11/28/22	410.4150.0520.000.000.000	Bond Construction	$137,821.95
						Check Total:	$137,821.95
						Bank Total:	$246,827.23

Fund	Amount
100	$96,034.14
252	$1,408.35
259	$3,246.79
268	$7,491.00
410	$138,646.95
Fund Totals:	$246,827.23

End of Report

Disbursements Grand Total: $246,827.23

12. Patron Comments:

1. Patron Comments: Risteen Follelt checked with the other board members to see if they have any objections to patron comments that go over three minutes for tonight's meeting. No objections. Joni Olsen, concerns regarding the HR reset proposal action item. She feels that the board does not have full documentation with comparisons for salary schedule with job descriptions and work calendars. She likes to work collaboratively but as of tonight is feeling indignant. Do you know how this process will affect the budget? Are you going to have to start this process over once the certified negotiations are over? She said she understands the need for balance. She however feels that the board has not considered all aspects of the reset and how many staff will be publicly impacted.

13. Board Comments

Board Comments:Debra Lindberg - understands the challenge of the situation. The board members do have information that has not been shared with the public. But for the best of the school it has to be done and her decisions are based on fact.

14. Approval of Minutes:

November 10, 2022
December 8, 2022

Risteen Follett Motioned to Approve the Minutes from the December 8, 2022, Regular Session, January 10, 2023 Work Session Meetings; Robert Webb Seconded, All in Favor. This motion, made by Risteen Follett and seconded by Robert Webb, Carried. Risteen Follett: Yea, Deb Lindberg: Yea, Linda Montanez: Yea, Ryan VanLeuven: Yea, Robert Webb: Yea
Yea: 5, Nay: 0
a. December 8, 2022, Regular Session
b. January 10, 2023 Work Session

Alsea School Board Meeting
Thursday, December 8, 2022 6:00pm Work Session, 7:00pm Regular Meeting

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

1. Work Session: 6:00pm
   a. Discussion concerning the HR Reset.
   b. First Break all the Rules Measuring Stick

Discussion concerning the HR Reset. In reference to page 2 of 12, a COSA consultant was called in, Alsea School District utilized the HR consultant mainly for comparison data. Different school districts were contacted to gather pay scale data. We have a total of 30 unique job descriptions that have been developed. There are two different phases to this process. Phase 1 is what is being presented at this meeting. Phase 2 will be when Mr. Gallagher, the business manager and the HR department call each individual employee and make sure they are placed appropriately based on experience, education etc.

Insurance reset. It was noticed that there is an anomaly that is not standard procedure, especially with board policy. Recommending a proration of the district cap according to FTE .75-1 is full benefit. .5 - .74 is prorated and 0 - .49 no benefit unless the employee chooses to purchase insurance. A Heath Reimbursement account in lieu of insurance was approved earlier this year where the district will pay 50% of the district contribution into an account.

Life insurance. Suggesting that it be added for all employees. This is standard operating procedure in other districts. These benefits are not necessarily up for approval tonight as they will be added as part of the staff handbook, which is contingent on the updating of the board policies.

A lot of salary schedules were not consistently in place. Those in place varied by step increases. These have been re-aligned by classified 10 steps and confidential, administrative by 8 steps. For this year, only an example of a 4% COLA was presented but is not part of the approval until union negotiations occur.

The staff handbook is in process. Policy review with OSBA is in process. Supervisory and confidential employees, Mr Gallagher is recommending moving to one transportation supervisor position. This is in apropos with other districts around the state. Reclassification of executive administrative assistance is classified under the confidential assistance definition. Administrative employees needed differentiation as pay is currently based on contracted days.

Principal salaries are now based on a step system as well as a differential between types of administrative positions.Currently, classified instructional assistants are either a Tier I or Tier II with no definition. They took the current two tiers and created a three-tier system with clear definitions.

Tier I will be a regular classroom assistant
Tier II Classroom assistant with extra certification i.e. Title, AA degree, RTI assistants
Tier III SPED assistants who work with high-needs students.

Transportation - we have a transportation department that not only serve Alsea School District but Kings Valley and WLA as well. Our drivers are transporting students from numerous locations twice a day making us unique. The transportation driver rates will remain the same.

Incentives -Transportation incentives, a sign on bonus of $500 as well as a longevity bonus of $500 starting with the 5th year of service.

Lunch compensation - paying classified for a 30-minute duty free lunch. This violates BOLI law as well as board policy. In exchange, we will start paying for holidays that land within the contracted year. Currently, Board policy only addresses this for employees on a 260-day contract.

Evaluations - thus far the Alsea School District has not had an appropriate evaluation in place. In 2013 there was a state law put into play in regard to specific ways to evaluate teachers and administrators. For the last 6 months we have worked hard to employ a new teacher and administrator evaluation system that was put into place last week. Using a product called Teach-Boost.

Evaluations system for classified and support staff will be rolled out in January 2023. This part, the HR consultant was very helpful. When the conversation with each employee happens, the evaluation expectations will be made known to them.

Stipends will be a part of the negotiation process with the union. Stipends are supposed to expire at the end of each year and re-negotiated for the 2022-23 school year. Instead of paying SPED teachers a stipend maybe looking at paying a differential instead.

Certified salaries are a union negotiation and not part of the HR reset.

Timeline in retroactivity - any increase in salaries be retroactive back to July 1, 2022 Decrease in salaries will not take effect until January 2023. With that being just around the corner, it would be up to the Board if they wanted to amend that they certainly can.

Currently, the district does provide paying PERS as well as health insurance as opposed to other districts. As to whether this will help the district financially is still an unknown until the staff have been talked to.

In summary, balanced salary and compensation package for our employee groups. Currently we have IAs who are making more that a beginning teacher. We have a lot of anomalies with stipends that need to be solidified to be consistent and fair. It is not appropriate to have our employees making less than a fast-food employee. We also need to be fiscally accountable to our community and taxpayers. We can not have a male and/or female earning different salary doing the same job unless it is based on experience and/or education.

Salary schedules -

Principal - 220 contract - currently a step five position with our principals currently paid at the step three rate.

Vice Principal - 220 contract - a step five position with a differentiation between the principal and assistant principal positions.

SPED Director - on the higher pay due to the elevated rate of responsibility - on a 240-day contract

Business Manager - 260 contract as there is a lot of reporting as well as audits happening throughout the year.

Debra Lindberg expressed concern that Alsea is on the heavier end of Administrators. Mr Gallagher expressed that these will look different next year. There will be one less administrator for the Learn at Home Oregon program. As well as very likely one less at the building level.

Risteen Follett - asked if the private market was being looked at. No because private is usually higher than government-paid positions. The comparison is difficult as public education employees are a very different job set. Comparison should be with other 1A districts. Mr. Gallagher said that we are not trying to match who we compared with and other 1A districts did not respond. The Board is requesting that a VP be on a different pay scale as opposed to a principal. They would also like to see them on an 8 step pay scale instead of a 5 step scale. Robert Webb said that he felt we should not be looking at any other districts other than 1A as they are more equivalent to our school demographic.

Risteen Follett would not like to vote on any of these issues tonight as she feels that there should be more conversation around all of these issues.

Summary, what move from where we are today to get us into a safe spot and avoid legal issues. What needs to change to get us into compliance? Mr. Gallagher feels that enough research went into the salary / job descriptions to create the proposed reset.

2. Open Session 7:00PM

3. Call to Order
7:01PM

4. Flag Salute

5. Approval of the Agenda

6. District Recognition:
   a. Learn at Home Oregon
      i. Student:
      ii. Employee

Learn at Home Oregon

Students: Presented by Heather Schunk - November's character trait of optimism

KG - Ms. Waverek recognized her entire class, Ms. Parsons recognized Jade Montiel

1st Grade - Ms. Ballinger recognized Jasper Eastes, Ms. Taglia recognized her entire class, especially Emma Palmateer, Mr. Bahr and Ms Boser recognized Gabe Dom and Destiny Winton

2nd Grade - Ms. Dapkus recognized Madeline Miller

3rd Grade - Mr. Sederlin recognized Daphne Velek

4th Grade - Ms Naylor recognized the entire 4th grade class

5th Grade - Ms Bauer recognized Noah Doyle

6th Grade - Ms Lookabaugh recognized Ayva Blank

7th Grade - Ms Winters recognized Lorelai Lewis-Williams

8th Grade - Ms Wills recognized Bea Gaughan

Employee - Presented by Tim France - David Bahr, an exceptional staff member, has been getting more involved in school and the community. He has been doing SPED. Most recently he will be stepping in and taking over the 5th grade classroom teacher role after the winter break.

7. Superintendent Report:
   Sean Gallagher
   a. HR Reset - final recommendation for approval
      Sean Gallagher
   b. Family Liason report
      Sara Littlefield

Sean Gallagher

HR Reset - First Break all the Rules Measuring Stick – Nationwide survey of what keeps long term employees, expectations, tools, what I do best, recognition for doing a good job. Encourages development. Does my opinion count? Mission purpose, quality work. Relationships at work. Ability to learn and grow.Legislative and school funding updates: housing, health care and education. There are now 33 new faces in the legislature. The current biennial for the state school fund is currently 9.38 million. The state is looking at increasing that to 9.56 million, which is only an increase of 2.3%. OASBO analyzed needs at 10.3 million just to break even. There was an analysis done using state requirements and they estimated that schools need 11.89 million to meet those standards. We need to make Alsea known.

Family Liaison report
Sara Littlefield – Sara has been working with a grant writer to apply for grant money, partnering with Vina Moses in Corvallis to help supply our students in need with shoes, clothing, supplies etc. It has helped 58 families to date, the Corvallis alliance league is also being worked with to help our families in need with different resources. Always looking for resources.

8. Reports

a. LAHO Social Media Communications & Newsletter

Speaker(s): Heather Shunk -

Two newsletters have gone out so far. Using SMORE is nice to see the engagement of parents

viewing. How long they spend looking at newsletters etc. Social media to show what is happening in our

school.

9. Financials

a. FinancialReport

Speaker(s): LaRae Sullivan

Regarding the HR reset, the life insurance timing would not go into effect until 10/01/2023. IRS rules will not allow payment of any employee for travel reimbursement from home to work just for clarification. Enrollment was up for Learn at Home Oregon, but overall enrollment is still down from last year**.** We won't see a huge savings or increase in income until our enrollment goes up. With the 49-51 split, we are looking at increased costs that will be going up next year as well as 49 splits of revenue for the state. Page 1 of the financial statements is a year to date for your information. Page 2 is more detailed, comparing budgeted to committed costs. Reviewing fund 100 and functions, she is trying to reallocate as much as possible to the Grant agreement. General fund transfers were set at $530,000, which has been lowered due to the fact that we are getting a DEQ grant for our decommissioned busses and may not need to transfer as many buses for our transportation. On page 6 you can see that our general interest is much greater than in prior years at this time. Expenditures on page 8 are from July to November in comparison to previous years. Our salaries and benefits are slightly higher but we did do some late-year hiring. But because of decreased enrollment, we need to spend accordingly. The main effect will be seen next year.

10. Payment of Bills for November

Speaker(s): LaRae Sullivan - Board packets are missing the list of bills that are needing to be paid. LaRae will pull the information and email it to Mr. Gallagher, and he will share it with the School Board.

Debra Lindberg asked for clarification on the wireless license. We currently have to pay $18,000 per year and the system we are moving to will move us to $1000 per year. This will be in conjunction with the ESD and reimbursable.

11. Patron Comments:

Joni Olsen, requested to speak first: thank you for your service, current policy BBDH under review? Members of the public are invited to share. The public can request to place items on the agenda. Trying to navigate an avenue, submitted request 11/29/2022. She was told she could not ask to add an item. Ultimately, she was invited to talk to Sean Gallagher and Risteen Follett. She felt the conversation was open and honest. How can the public better engage with SB members? Is this an appropriate way to

address the HR reset? She is having a hard time with timeframe and lack of information for the board to approve the salary schedule.

Samantha Pedder, I have been an employee with the Alsea School for 7 years. I was told on more than one occasion my pay would not be affected as I was too good of an employee and most likely more duties would be added. What I would like to do is passionately dive into what she brings to the school. She feels this will negatively impact the RTI program and students. I am a single mother, and with the opportunities that were afforded me in January of 2021 it gave me many opportunities to support her family. I felt valued and appreciated. With a $6400 per year decrease in pay, I will not enable her to make mortgage payments etc. I never imagined that all that was promised to me could be taken away.

Anna DuBord, I understand that Sean Gallagher has been given a daunting task. Please recognize the areas of change and pay scale. Why does it have to happen in January vs at the end of the school year? Some staff are receiving a very significant pay cut. Causing even more hardship for staff who have to travel over the mountain. Alsea School District is very unique with staff wearing many hats to keep the school running.

Carmen Martin - I have lived here a long time. I have been through a lot. I agree there needs to be a balance and I appreciate everything Sean has been doing. But it is going too fast. I am requesting to slow the process down instead of continuing with a 'knee jerk' reaction.

Risteen Follett thanked the staff and community for reaching out and telling their stories. It is not an easy thing to do.

12. Board Comments

Debra Lindberg, spoke to Mr Adams regarding the Superintendent search. There was some incorrect data i.e., it said that we have 900 students, when in fact we have 556 with 226 being brick and mortar. It was also not mentioned that we are a charter school. He will do a little write-up about the Learn at Home Oregon program and add that to the corrected flier. He wanted to know if January 5, 2023 was a good day for the online training session for the hiring committee. The training session will only last an hour. There are middle school basketball games that date. Risteen Follett says that 7:00 PM would work.

13. Approval of Minutes: November 10, 2022

Risteen Follett stated that the times noted for the executive session and open session were incorrect. Approve with modifications.

14. Discussion

a. Superintendent Search
b. First Reading of Policies:

District Budget	DB
Budget Calendar	DBC
Budget Preparation	DBE
Budget Committee	DBEA
Budget Hearing	DBG
Budget Adoption Procedures	DBH
Budget Amendment Procedures	DBI
Budget Transfer Authority	DBK
Budget Transfer Authority	DBK-AR(1)
Budget Transfer Request	DBK-AR(2)
Funding Proposals and Applications	DD
Investment of Funds	DFA
Investment of Funds	DFA-AR
Admission Prices and Receipts	DFE
Admissions to District Events	DFEA

Income from Program – Related Sales and Services	DFG
Authorized Signatures	DGA
Loss Coverage Bonded Employees and Officers	DH
Fiscal Accounting and Reporting	DI
Financial Reports and Statements	DIC
Property Inventories	DID
Audits	DIE
District Purchasing	DJ
Expenditure of District Funds for Meals, Refreshments and Gifts	DJ-AR
Bidding Requirements	DJC
Special Procurements and Exemptions from Competitive Bidding	DJC-AR
Personal Services Contracts	DJCA
Personal Services Contracts	DJCA-AR
Credit Cards	DJFA
Authorization for Payroll Deduction	DJFA-AR
Payroll	DL
Salary Deductions.	DLB
Expense Reimbursements	DLC
Staff Expense Reimbursement	DLC-AR
Disposal of District Property	DN

The following symbols are used on some sample policies:

* May be subject to collective bargaining.

** As used in this policy, the term parent includes legal guardian or person in a parental relationship. The status and duties of a legal guardian are defined in ORS 125.005(4) and 125.300-125.325. The determination of whether an individual is acting in a parental relationship, for purposes of determining residency, depends on the evaluation of the factors listed in ORS 419B.373. The determination for other purposes depends on evaluation of those factors and a power of attorney executed pursuant to ORS 109.056. For special education students, parent also includes a surrogate parent, an adult student to whom rights have transferred and foster parent as defined in OAR 581-015-2000.

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

Safety Program.	EB
Safety Committee ..	EBAC
Safety Committee	EBAC-AR
Integrated Pest Management .	EBB
First Aid**	EBBA
First Aid - Infection Control	EBBA-AR
Infection Control and Bloodborne Pathogens	EBBAA
Injury/Illness Reports	EBBB
Emergency Procedures and Disaster Plans	EBC/EBCA
Emergency Drills and Instruction.	EBCB
Emergency School Closures**	EBCD
Vandalism/Malicious Mischief	ECAB
Unmanned Aircraft System (UAS) a.k.a. Drone.	ECACB
Authorized Use of District Equipment and Materials	EDC/KGF
Student Transportation Services.	EEA
School Bus Scheduling and Routing	EEAB
School Bus Scheduling and Routing	EEAB-AR
School Bus Safety Program	EEAC
Student Conduct on School Buses	EEACC
Discipline Procedures for District-Approved Student Transportation	EEACC-AR

Discipline Procedures for District-Approved Student Transportation	EEACC-AR
Use of District Activity Vehicles for Student Transportation	EEACD
Loading and Unloading	EEACE
Special Use of School Buses	EEAD
Student Transportation in Private Vehicle	EEAE
Proof of Vehicle Liability Insurance	EEAE-AR
Use of Private Vehicles for District Business	EEBB
Local Wellness Program	EFA
Local Wellness	EFA
Local Wellness Program	EFA-AR
District Nutrition and Food Services	EFAA
Reimbursable Meals and Milk Programs	EFAA-AR
Reproduction of All Copyrighted Materials	EGAAA
Guidelines for the Use of Copyrighted Materials	EGAAA-AR
Cell Phones.	EGACA
Cell Phones.	EGACA-AR
Electronic Data Management	EH
Electronic Data Management	EH-AR
Records and Data Management	EH-AR

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

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

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OAR 581-015-2000.
[ ] Brackets occur in sample policies to indicate the need for districts to select or tailor information specific to their particular situations.

First Reading of Polices:

15. Action Items:
    a. Approve Policies, BK D1, BDDH G1
    b. HR Reset Salaries Approval
    c. LAHO Principal Recommendation 2023-24
    d. Siletz Tribal Grant for support of low income families
    e. Overnight Wrestling Trip to Culver, Dec. 9th
    f. Overnight Wrestling Trip to Joseph, Jan. 5th
    g. OSBA Election
    h. Student Investment Act (SIA)
    i. High School Success (HSS)
    j. Selco Grant for Sensory Room
    k. Family Liaison Bonnie Hill Community Grant

Ryan VanLuevan BK D1, BDDH G1 motion to approve Ryan Vanlueven. Seconded by Debra Lindberg. BDDH G1 has been modified by OSBA to change to allow patron to speak to the board regarding any topic. Debra Lindberg motioned to amend the motion to approve BDDH G1 with modifications and not adopt BK D1. All in Favor. This motion, made by Ryan VanLeuven and seconded by Deb Lindberg, Carried.
Risteen Follett: Yea, Deb Lindberg: Yea, Linda Montanez: Yea, Ryan VanLeuven: Yea, Robert Webb: Yea
Yea: 5, Nay: 0
Motion to Table until further discussion. This motion, made by Risteen Follett and seconded by Deb Lindberg, Tabled.
Risteen Follett: Yea, Deb Lindberg: Yea, Linda Montanez: Yea, Ryan VanLeuven: Yea, Robert Webb: Yea
Yea: 5, Nay: 0
Deb Lindberg Motion to accept Heather Shunk for the position of LaHO Principal for school year 2023-2024; Seconded, Ryan Vanleuven, All in Favor. This motion, made by Deb Lindberg and seconded by Ryan VanLeuven, Carried.
Risteen Follett: Yea, Deb Lindberg: Yea, Linda Montanez: Yea, Ryan VanLeuven: Yea, Robert Webb: Yea
Yea: 5, Nay: 0
Ryan VanLeuven Motioned to approve the SIA Grant; Deb Lindberg Seconded, All in Favor. This motion, made by Ryan VanLeuven and seconded by Deb Lindberg, Carried.
Risteen Follett: Yea, Deb Lindberg: Yea, Linda Montanez: Yea, Ryan VanLeuven: Yea, Robert Webb: Yea
Yea: 5, Nay: 0
Ryan VanLeuven Motioned to approve the HSS Grant; Robet Webb Seconded, All in Favor. This motion, made by Ryan VanLeuven and seconded by Robert Webb, Carried.
Risteen Follett: Yea, Deb Lindberg: Yea, Linda Montanez: Yea, Ryan VanLeuven: Yea, Robert Webb: Yea
Yea: 5, Nay: 0

Deb Lindberg Motioned to approve the overnight trip for the Wrestling Team to Culver on December 9th and 10th; Ryan VanLeuven Seconded, All in Favor Our team went over a day early to avoid inclement weather. By doing this they were able to help Culver set up the mats. Risteen Follett would like to bring up the etiquette that since the team is already gone it is late for board approval. This motion, made by Deb Lindberg and seconded by Ryan VanLeuven, Carried.
Risteen Follett: Yea, Deb Lindberg: Yea, Linda Montanez: Yea, Ryan VanLeuven: Yea, Robert Webb: Yea
Yea: 5, Nay: 0
Deb Lindberg, Motioned to approve the overnight trip for the Wrestling Team to Joseph on January; Ryan VanLeuvan Seconded, All in Favor. This motion, made by Deb Lindberg and seconded by Ryan VanLeuven, Carried.
Risteen Follett: Yea, Deb Lindberg: Yea, Linda Montanez: Yea, Ryan VanLeuven: Yea, Robert Webb: Yea
Yea: 5, Nay: 0
Ryan Vanleuven Motioned to approve the Selco Grant; Linda Montanez Seconded; All in Favor. This motion, made by Ryan VanLeuven and seconded by Linda Montanez, Carried.
Risteen Follett: Yea, Deb Lindberg: Yea, Linda Montanez: Yea, Ryan VanLeuven: Yea, Robert Webb: Yea
Yea: 5, Nay: 0
Robert Webb Motioned to approve the grant the Bonnie Hill Community Grant; Linda Montanez Seconded, All in Favor. This motion, made by Robert Webb and seconded by Linda Montanez, Carried.
Risteen Follett: Yea, Deb Lindberg: Yea, Linda Montanez: Yea, Ryan VanLeuven: Yea, Robert Webb: Yea
Yea: 5, Nay: 0
OSBA Election, Debra Lindberg motioned to approve that Risteen Follett vote on behalf of the Alsea School Board. Ryan Vanlueven seconded. All in favor. This motion, made by Deb Lindberg and seconded by Ryan VanLeuven, Carried.
Risteen Follett: Yea, Deb Lindberg: Yea, Linda Montanez: Yea, Ryan VanLeuven: Yea, Robert Webb: Yea
Yea: 5, Nay: 0
Siletz Tribal Grant for support of low-income families, the grant funds requested $3000, matching funds up to $9700 which includes shared matching funds that the district already has. Robert Webb Motioned to Approve; Linda Montanez, Seconded. All in favor Took a three minute break was called at 8:45pm, so Mr. Gallagher to send board the grant it was missing in the attachments. Back in Session at 8:48pm. This motion, made by Robert Webb and seconded by Linda Montanez, All in Favor. This motion, made by Robert Webb and seconded by Linda Montanez, Carried.
Risteen Follett: Yea, Deb Lindberg: Yea, Linda Montanez: Yea, Ryan VanLeuven: Yea, Robert Webb: Yea
Yea: 5, Nay: 0
Risteen Follett Motioned to set a date of Friday, December 16th at 3:00 to hold a work session to discuss the HR Reset further.; Ryan Vanleuven, Seconded; All in Favor. This motion, made by Risteen Follett and seconded by Ryan VanLeuven, Carried.

Risteen Follett: Yea, Deb Lindberg: Yea, Linda Montanez: Yea, Ryan VanLeuven: Yea, Robert Webb: Yea
Yea: 5, Nay: 0

16. Adjourn
8:58PM

17. Key Dates and Calendar Updates:
Linn Benton Lincoln Legislative Summit - Dec. 13, 2022
Thursday, December 15th, the last day until January 3, 2023
Friday, December 16th through January 2, 2023 Christmas Break
Tuesday, December 20th, Fireside Chat
Friday, January 6, 2023, School in Session
Thursday, January 12, 2023, Regular School Board Meeting

Alsea School Board Meeting
Thursday, November 10, 2022 6:00 PM Pacific

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

1. Executive Session 6:00pm
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))
Want into executive session at 1800. Left the executive session at 1900.

2. Call to Order
Began Open session at 1903

3. Flag Salute

4. Approval of the Agenda
Motion to Approve the Agenda as written; Seconded, All in Favor. This motion, made by Deb Lindberg and seconded by Ryan VanLeuven, Carried.
Risteen Follett: Yea, Deb Lindberg: Yea, Linda Montanez: Yea, Ryan VanLeuven: Yea, Robert Webb: Yea
Yea: 5, Nay: 0
Deb Lindberg motioned to approve Agenda after adding executive session (ORS 192.660(2)(h)) to follow the other sessions; Seconded Ryan VanLeuven, All in Favor. This motion, made by Deb Lindberg and seconded by Ryan VanLeuven, Carried.
Risteen Follett: Yea, Deb Lindberg: Yea, Linda Montanez: Yea, Ryan VanLeuven: Yea, Robert Webb: Yea
Yea: 5, Nay: 0

Add executive session (ORS 192.660(2)(h)) to follow the other sessions

5. District Recognition:
a. Brick and Mortar
i. Student:
ii. Employee
iii. Volleyball Team and Coaches Honored for Fall Achievements - Bart Rothenberger

a. Brick and Mortar (Eric Clendenin)
i. Student: of the month for Middle School and High School are MS Carter Campbell and Tamara O'Brien, High School was Stetson White and Tiiffany Lile.
ii. Employee of the Month was Mr. Nathan Roberts
iii. Volleyball Team and Coaches Honored for Fall Achievements -

Bart Rothenberger: praised the volleyball coaches Ricki Hendrix, Anna Chilcote and volunteer, Risteen Follett. He praised the volleyball team. Great year for Volleyball we were 4th in the league, took third seed to state, ended up playing the State champs in the first game at state. The volleyball team maintained a GPA 3.29. Congratulations to all for the well deserved recognition.

6. Superintendent Report:
Sean Gallagher
a. Safety and Security Inspection
b. Bond Update:
Sean Gallagher

Superintendent Report: Sean Gallagher:

a. Alsea Outreach Happenings,
Presented: Sara Littlefield - Unable to attend

b. Safety and Security Inspection: addressed enhanced safety and electronic doors and intercom system. District nurse with AED machines, comprehensive reports that show how the assessment is going. We have a lot of good things that we're currently doing. The report also showed some areas that need to be work on.

c. The award assembly was great! Pizza feed

d. Bond Update:
Sean Gallagher

7. Reports
a. Booster Club Report

Booster Club Report presented by Terry Lunsford: There is a form for the booster club, if you would like a donation from them now. They want to support all of the Alsea School programs. Just had their 1 year anniversary. They have received grants so far for $16, 732. Going to continue to do Spirit Gear. CTE programs have had some donations recently. They would like to help improve the facilities in the future. Let them know of any ideas. They are currently community raffle is for a quilt. They want to say "yes" to all requests however there is just not enough to go around...yet. Please use the request form or email info@alseaboosters.com. The need must be one not filled by the school.

8. Financials
a. Accounts
b. Three Year Budget Plan

Financials: LaRea Sullivan:

a. Accounts: Memo about financials, 522 up to 526 in enrollment (B&M). Updated to the State as of 10-1, there will be some loss for this year. Won't see it fully till next year. Conservative spending for this year. New forms added. The top 10 categories are the most budget heavy

b. Three Year Budget Plan: Still working on this plan. It's expected at 9.1 billion, but currently at 9.3 billion. ASB accounts are lined out with the account balances. RisteenFollet: wants to know about the negative account and what they are doing to figure out a plan to move forward. Sean Gallagher: they were inherited and due to COVID there has been no opportunities to replenish them. There were also promises of funds that were never followed through. Vacation day policy and review: current policy was overridden by a memo on 6-8-22, for 10 instead of 11.5. The exact days need to be cleaned up. The new 158 classified employees getting paid for 5 holidays, cost analysis included.

9. Payment of Bills for October

Deb Lindberg Motioned to Pay the Bills for October and First Two Weeks of November; Seconded, Ryan VanLeuven, All in Favor. This motion, made by Deb Lindberg and seconded by Ryan VanLeuven, Carried.
Risteen Follett: Yea, Deb Lindberg: Yea, Linda Montanez: Yea, Ryan VanLeuven: Yea, Robert Webb: Yea
Yea: 5, Nay: 0

Payment of bills for October.

10. Patron Comments:

Patron Comments:Jennifer Lookabought: during a recent meeting with Catherine Ellis and Sean Gallagher, brought to their attention that the LaHO staff are not known. Remind Community and Board that they are in fact real people. Asked the staff to give little snippets of their concerns and hopes. Went over the pay discrepancy that the "HR Reset" has brought forward. She is no longer able to afford to stay due to the reset. She's saddened by this development. *see the document that she put forth to the board*

11. Board Comments

Board Comments: None at this time.

12. Approval of Minutes: October 27, 2022

Risteen Follett Motioned to Approve the Minutes from the October 27th Board Meeting; Seconded, Deb Lindberg, All in Favor. This motion, made by Risteen Follett and seconded by Deb Lindberg, Carried.
Risteen Follett: Yea, Deb Lindberg: Yea, Linda Montanez: Yea, Ryan VanLeuven: Yea, Robert Webb: Yea
Yea: 5, Nay: 0

Approval of minutes for October 27, 2022

13. Board Discussion

a. Superintendent Search
b. Second Reading of Policies:
    i. AC, Nondiscrimination
    ii. AC-AR , Discrimination Complaint Procedure
    iii. ACB, Every Student Belongs
    iv. ACB-AR, Bias Incident Complaint Procedure
    v. BB, Board Legal Status
    vi. BBA, Board Powers and Duties
    vii. BBAA, Individual Board Member's Authority and Responsibilities
    viii. BBB, Board Elections
    ix. BBBA, Board Member Qualifications
    x. BBBB, Board Member Oath of Office
    xi. BBC, Board Member Resignation
    xii. BBD, Board Member Removal from Office
    xiii. BBE, Vacancies on the Board
    xiv. BBF, Board Member Standards of Conduct
    xv. BBFA, Board Member Ethics and Conflicts of Interest
    xvi, BBFB, Board Member Ethics and Nepotism

xvii. BBFC, Reporting of Suspected Abuse of a Child
xviii, BC/BCA, Board Organization/Board Organizational Meeting
xix. BCB, Board Officers
xx. BCD, Board-Superintendent Relationship
xxi. BCF, Advisory Committees to the Board
xxii. BD/BDA, Board Meetings
xxiii. BDB, Special and Emergency Board Meetings
xxiv. BDC, Executive Sessions
xxv, BDD, Board meeting Procedures
xxvi. BDDC, Board Meeting Agenda
xxvii. BDDH, Public Participation in Board Meetings
xxviii. BDDH, Public Comment at Board Meetings
xxix. BDDH-AR, Public Participation in Board Meetings
xxx. BF, Policy Development
xxxi. BFC, Adoption and Revision of Policies
xxxii. BFCA, Administrative Regulations
xxxiii. BFD, Board Policy Implementation
xxxiv. BFE, Administration in the Absence of Policy
xxxv. BFF, Suspension of Policies
xxxvi. BG, Board Staff Communications
xxxvii. BH/BHA, Orientation of New Board Members
xxxviii. BHB, Board Member Development
xxxix. BHD, Board Member Compensation and Expense Reimbursement
xl. BHE, Board Member Liability Insurance
xli. BI, Board Legislative Program
xlii. BJ, Board Membership
xliii. BK, Evaluation of Board Operational Procedures
xliv. CB, Superintendent
xlv. CBA, Qualifications and Duties of the Superintendent
xlvi. CBB, Recruitment and Appointment of the Superintendent
xlvii. CBC, Superintendent's Contract
xlviii. CBG, Evaluation of the Superintendent
xlix. CCB, Line and Staff Relations
xlx. CCG, Licensed Evaluation - Administrators
xlxi. CHCA, Approval of Handbooks and Directives

10. **Board Discussion**
    a. Superintendent Search: No updates at this time. WIll be getting together with VIncent in the next week or two. Tentative schedule for the confidentiality training, Jan 12th. Risteen Follett asked if we should invite Vincent to the meeting? Deb Linberg said she would reach out.
    b. Second Reading of Policies:
        i. AC, Nondiscrimination
        ii. AC-AR , Discrimination Complaint Procedure
        iii. ACB, Every Student Belongs
        iv. ACB-AR, Bias Incident Complaint Procedure

v. BB, Board Legal Status
vi. BBA, Board Powers and Duties
vii. BBAA, Individual Board Member's Authority and Responsibilities
viii. BBB, Board Elections
ix. BBBA, Board Member Qualifications
x. BBBB, Board Member Oath of Office
xi. BBC, Board Member Resignation
xii. BBD, Board Member Removal from Office
xiii. BBE, Vacancies on the Board
xiv. BBF, Board Member Standards of Conduct
xv. BBFA, Board Member Ethics and Conflicts of Interest
xvi, BBFB, Board Member Ethics and Nepotism
xvii. BBFC, Reporting of Suspected Abuse of a Child
xviii, BC/BCA, Board Organization/Board Organizational Meeting
xix. BCB, Board Officers
xx. BCD, Board-Superintendent Relationship
xxi. BCF, Advisory Committees to the Board
xxii. BD/BDA, Board Meetings
xxiii. BDB, Special and Emergency Board Meetings
xxiv. BDC, Executive Sessions
xxv, BDD, Board meeting Procedures
xxvi. BDDC, Board Meeting Agenda
xxvii. BDDH, Public Participation in Board Meetings
xxviii. BDDH, Public Comment at Board Meetings
xxix. BDDH-AR, Public Participation in Board Meetings
xxx. BF, Policy Development
xxxi. BFC, Adoption and Revision of Policies
xxxii. BFCA, Administrative Regulations
xxxiii. BFD, Board Policy Implementation
xxxiv. BFE, Administration in the Absence of Policy
xxxv. BFF, Suspension of Policies
xxxvi. BG, Board Staff Communications
xxxvii. BH/BHA, Orientation of New Board Members
xxxviii. BHB, Board Member Development
xxxix. BHD, Board Member Compensation and Expense Reimbursement
xl. BHE, Board Member Liability Insurance
xli. BI, Board Legislative Program
xlii. BJ, Board Membership
xliii. BK, Evaluation of Board Operational Procedures
xliv. CB, Superintendent
xlv. CBA, Qualifications and Duties of the Superintendent
xlvi. CBB, Recruitment and Appointment of the Superintendent
xlvii. CBC, Superintendent's Contract
xlviii. CBG, Evaluation of the Superintendent
xlix. CCB, Line and Staff Relations
xlx. CCG, Licensed Evaluation - Administrators

xlxi. CHCA, Approval of Handbooks and Directives

Risteen Follett: are there any policies that anyone would like to discuss: Ryan Van Leuven CDCBI: Sean Gallagher said it's under state law. Risteen Follett Note: include the CDCBI policy in the new superintendent search contract language. Risteen Follett has 5 she would like to look at: ACBD12: Every student belongs, 6th paragraph, OSBA's description of hate symbols, she feels, are too narrow a focus. There doesn't seem to be anything about allowing some symbols to be used while teaching a specific subject. Is there an educational component? Ryan VanLeuven , yes it's in another section or policy. Risteen Follett, do they want to expand? Sean Gallagher made the suggestion that it's just a policy not an AR, so there could be specifications made there. ACRG1: in step 3 there is a grammar error, change to "during a board meeting". BCFD1: pg 2 following section about the education equity committee, adopt or just evaluate? Sean Gallagher recommends that we wait and see how larger districts handle it before we jump in. Deb Lindberg: She thinks we should wait and see. Ryan Van Leuven: Who makes up the committee? Community members, employees, and parents. BDDHG1: Item 3 states person speaking may only comment on agenda items. Risteen Follett feels that the board should limit patrons to just speak their opinions on agenda items. Sean Gallagher said that it was a house bill that was passed so there may be no way around it. Risteen Follett would like to see it held out and get more information on it before first reading. BKD1: adopting this means that the board will have to do a self evaluation. She wanted to make sure that everyone was aware of this and felt it was something they could very much do. Sean Gallagher said it's an existing policy. There was just a legal change.

14. Action Items:
    a. OSBA Elections, November 15 - December 15, 2022, https://www.surveymonkey.com/r/TBWH8JC
    b. Certified Extra Duty Contracts and MOU
    c. Student Investment Account (SIA)
        Patron Comments
    d. Approve Policies i. - xlxi.
    e. HR Reset Salaries Approval
    f. Forestry Students Overnight Stay, Rockaway Beach
    g. Alsea Varsity Basketball Overnight trip to Elgin

Deb Lindberg Motioned to Approve extra Duty Contract and MOU; Seconded, Ryan Vanleuven, All in Favor. This motion, made by Deb Lindberg and seconded by Ryan VanLeuven, Carried.
Risteen Follett: Yea, Deb Lindberg: Yea, Linda Montanez: Yea, Ryan VanLeuven: Yea, Robert Webb: Yea
Yea: 5, Nay: 0
Ryan VanLeuven Motioned to Approve the SIA as Presented; Seconded, Deb Lindberg, Risteen Follett would like to see it accompanied with a memo that clarifies the broader pieces of the document. All in Favor. This motion, made by Ryan VanLeuven and seconded by Deb Lindberg, Carried.

Risteen Follett: Yea, Deb Lindberg: Yea, Linda Montanez: Yea, Ryan VanLeuven: Yea, Robert Webb: Yea
Yea: 5, Nay: 0
Policies xlxi lxi. Risteen Follett motions to remove the exclusions: BDDHG1 and BCFD1 for further clarification in state law. Ryan VanLeuven seconds: wants to know if we're removing it completely or just for clarification. Risteen Follett amended her motion: remove policy BKD1 to review legal compliance, BDDHG1 and BCFD1 remove the optional language and the language of the quality committee. Ryan Van Leuven seconds, All in favor. This motion, made by Risteen Follett and seconded by Ryan VanLeuven, Carried.
Risteen Follett: Yea, Deb Lindberg: Yea, Linda Montanez: Yea, Ryan VanLeuven: Yea, Robert Webb: Yea
Yea: 5, Nay: 0
Risteen Moved item e to the December 8th meeting in order for the Board to take time to fully read and understand the documents. No Seconded but everyone was in Favor. This motion, made by Risteen Follett and seconded by Ryan VanLeuven, Carried.
Risteen Follett: Yea, Deb Lindberg: Yea, Linda Montanez: Yea, Ryan VanLeuven: Yea, Robert Webb: Yea
Yea: 5, Nay: 0
Deb Lindberg Motioned to Approve the overnight stay of the Forestry Students in Rockaway Beach to participate in a forestry competition; Seconded, Ryan VanLeaven All in Favor. This motion, made by Deb Lindberg and seconded by Ryan VanLeuven, Carried.
Risteen Follett: Yea, Deb Lindberg: Yea, Linda Montanez: Yea, Ryan VanLeuven: Yea, Robert Webb: Yea
Yea: 5, Nay: 0
Deb Lindberg motions to allow the Alsea Varsity Basketball teams overnight trip to Elgin, Seconded; Ryan VanLeaven, All in favor. This motion, made by Deb Lindberg and seconded by Ryan VanLeuven, Carried.
Risteen Follett: Yea, Deb Lindberg: Yea, Linda Montanez: Yea, Ryan VanLeuven: Yea, Robert Webb: Yea
Yea: 5, Nay: 0

Action Items:

a. OSBA Elections, November 15 - December 15, 2022, https://www.surveymonkey.com/r/TBWH8JC

Risteen Follett: there should have been a document that went with this? Sean Gallagher, yes there should have been instructions.

***Get the instructions for the Dec 8th meeting* Move to Dec 8th**

b. Certified Extra Duty Contracts and MOU: Sean Gallagher: one of the areas that we will be working on the teachers with. We will need to bring some of these to the board directly. Mr. David Fricke will have three. YTP, Credit Recovery, Elem SPED resignation- he took on-the district bought his prep. Ryan VanLeuven: summer programs pay for some of it? Sean Gallagher: yes some of it does, but the YTP grant will pay for some of it along with the credit recovery. They have a meeting to clarify the total amount. Risteen Follett: are all of these independent to the employee? Are there any others that help in this? Sean Gallagher: There is a YTP assistant that is compensated and employed as YTP already.

Deb motions to approve the extra duty contracts, Ryan seconds, all in favor.

c. Student Investment Account (SIA):Sean Gallagher: ODE has been gathering money over the years to create an account around student academic achievement. This is a report for a grant for the last 3 years. RTI/MTSS process, Family Liaison, k-12 Math adoption, College advancement. Barriers, awareness of state standard alignment, training on lesson planning and implementation that align with common core, establishing trust with high risk students. Engagement with students/family: PIO is a big piece of this. What guides your choices: the new project that aligns all aspects of Align for Student Success. This shows that we brought it to the board and there were patron comments available.

Patron Comments: Joni Olsen: looks great, would like to see more information that elaborates on the aspects and clarifies better.

Ryan VanLeuven motions to approve the annual SIA report, Deb Seconds, Risteen would like to see it accompanied with a memo that clarifies the broader pieces of the document. All in favor

d. Approve Policies i. - xlxi. Risteen Follett motions to remove the exclusions: BDDHG1 and BCFD1 for further clarification in state law. Ryan VanLeuven seconds: wants to know if we're removing it completely or just for clarification. Risteen Follett amended her motion: remove policy BKD1 to review legal compliance, BDDHG1 and BCFD1 remove the optional language and the language of the quality committee. Ryan Van Leuven seconds, All in favor

e. HR Reset Salaries Approval: Comprehensive proposal, keep in mind. Keep a balance of salaries across the board. There were a lot of anomalies and they needed to be revised. Take this as a first reading as it is complex and will take time to read. Included new proposals. Will rescan and repost to Board Books. Looked at size and competitive districts for comparison ranges. Bus Drivers is an area that shouldn't change. 70% reimbursement for the State. Area for review instructional aides moved to a 3 tier system instead of a 2 tier. Secretary difference. Admin changes as well. Goal is to rebalance and have accountability. We have been underpaying our classified staff and have competitive salaries for other areas. Was to have longevity to our employees...signing bonuses for starting and staying. Board will be approving the salary schedule and can't place a name to a position. Deb Lindberg: salary change to the total budget? What's it going to do? Sean Gallagher and Roxie Smallwood will place people on the schedule, but opening up the personnel files is a mess. Will be having meetings with teachers to place them on the correct level. Deb Lindberg: this will help us know what we're saving, that was the whole reason for this process. Sean Gallagher yes there should be cost savings shown. RisteenFollett: she is interested in saving money to keep the doors open. She wants to see general cost savings to see how we're helping the district. LaRea Sullivan: there should be an estimated 15-20% cost savings, but it will be a standard set for everyone to see. Can't say that will be exact without seeing the exact numbers. Linda: Montanez quick synopsis of what LaRea Sullivan said? Sean Gallagher: Emphasizing that this is a first reading and the estimate is a 15-20% cost savings. Risteen Follett moved action item e to Dec meeting.

f. Forestry Students Overnight Stay, Rockaway Beach: Sean Gallagher asked Eric Clendenin what his recommendation would be. Eric Clendenin is in full support of them going. It would be an invaluable experience and to set up our program for the future. Sean Gallagher agrees. Deb Lindberg motions to approve the overnight trip for the forestry class, Ryan VanLeuven seconds, all in favor.

g. Alsea Varsity Basketball Overnight Trip to Elgin: *see memo for complete list/description.

Closed Open Session at 2038

15. Executive Session
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))

2046 Executive session

For continuation of the 6:00pm session: 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))

Ended at 2120

16. Executive Session
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))

Executive Session at 2120
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))

Ended Executive at 2153

17. Executive Session opened at 2153

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))

Ended at 2224

Executive Session at 2153

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))

Ended at 2224

18. Open Session
Resumed Open Session at 2226

19. Adjourn
Adjourned at 2226

Next Meeting December 8, 2022

20. Key Dates and Calendar Updates

Wednesday, November 9, 9:00pm, Alsea Fall Sports Banquet
Thursday, November 10, 7:00pm, Regular Board Meeting
Friday, November 11, Veterans Day
Tuesday, November 15, 12:00pm – 6:00pm, Blood Drive, GYM
Tuesday, November 15, 6:00pm, Fireside Chat
Thursday, November 17, 12:00pm Board Chair Cafe
Monday 21 -25, All Week Thanksgiving Vacation

15. Discussion
    a. Coop Softball/Baseball with Philomath
    b. First Reading of Policies : GAA - GDPA-AR
    c. Second Reading of Policies: DB -FL

District Budget	DB
Budget Calendar	DBC
Budget Preparation	DBE
Budget Committee	DBEA
Budget Hearing	DBG
Budget Adoption Procedures	DBH
Budget Amendment Procedures	DBI
Budget Transfer Authority	DBK
Budget Transfer Authority	DBK-AR(1)
Budget Transfer Request	DBK-AR(2)
Funding Proposals and Applications	DD
Investment of Funds	DFA
Investment of Funds	DFA-AR
Admission Prices and Receipts	DFE
Admissions to District Events	DFEA
Income from Program – Related Sales and Services	DFG
Authorized Signatures	DGA
Loss Coverage Bonded Employees and Officers	DH
Fiscal Accounting and Reporting	DI
Financial Reports and Statements	DIC
Property Inventories	DID
Audits	DIE
District Purchasing	DJ
Expenditure of District Funds for Meals, Refreshments and Gifts	DJ-AR
Bidding Requirements	DJC
Special Procurements and Exemptions from Competitive Bidding	DJC-AR
Personal Services Contracts	DJCA
Personal Services Contracts	DJCA-AR
Credit Cards	DJFA
Authorization for Payroll Deduction	DJFA-AR
Payroll	DL
Salary Deductions.	DLB
Expense Reimbursements	DLC
Staff Expense Reimbursement	DLC-AR
Disposal of District Property	DN

The following symbols are used on some sample policies:
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[ ] Brackets occur in sample policies to indicate the need for districts to select or tailor information specific to their particular situations.

Safety Program.	EB
Safety Committee ..	EBAC

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

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

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

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FIRST READING of GAA -GDPA-AR

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

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

A-AR(2)
Certification of Health Care
Provider. GCBDA/GDBDA-
AR(3)(A)
Certification of Health Care Provider... ...
GCBDA/GDBDA-
AR(3)(B)
Military Family Leave..... GCBDA/GDBDA-AR(3)(C)
Military Family Leave..... GCBDA/GDBDA-AR(3)(D)
FMLA/OFLA Eligibility Notice to
Employee..... GCBDA/G
DBDA-AR(4)
Sample Designation Letter to Employee - FMLA/OFLA
Leave... GCBDA/GDBDA-AR(5)
Designation Notice –..... GCBDA/GDBDA-AR(6)
Fitness-for-Duty Certification..... GCBDA/GDBDA-AR(7)
Early Return to Work..... .... GCBDB/GDBDB
Early Return to Work Procedures... GCBDB/GDBDB-AR
Domestic Violence, Harassment, Sexual Assault, or Stalking
Leave..... GCBDC/GDBDC
Request for Domestic Violence, Harassment, Sexual Assault or
Stalking Leave GCBDC/GDBDC-AR
Sick Time.. .... GCBDD/GDBDD
Vacations and Holidays.. .. GCBE/GDBE
Recruitment of Licensed Staff *.. GCC GCDA/GDDA
Criminal Records Checks and Fingerprinting *... GCDA/GDDA
Criminal Records Checks/Fingerprinting. GCDA/GDDA-AR
Criminal Records Checks and Fingerprinting. GCDA/GDDA-AR
Job Sharing... .... GCEC
Job Sharing Agreement.... . GCEC-AR
Overtime .... GCKA/GDKA
Compensatory Time..... GCKA/GDKA-AR
Staff Development.... .... GCL/GDL
Evaluation of Staff..... .... GCN/GDN
Layoff - Licensed Staff..... .... GCPA
Layoff/Recall - Licensed Staff..... .... . GCPA-AR
Reduction or Recall of Licensed Staff.. .. .. GCPA-AR
Resignation of Staff..... .... GCPB/GDPB
Retirement of Staff..... .... GCPC/GDPC
Discipline and Dismissal of Licensed Staff.... ..... GCPD
Discipline and Dismissal of Licensed Staff. . GCPD-AR
Private Tutoring for Pay. GCQAB
Copyrights and Patents..... .... GCQBA

Classified Staff/Classified Staff Positions..... ..... GD
Posting of Vacancies - Classified..... ... GDCA

Substitute Classified Employees..... .. GDEA
Classified Staff Assignments and Transfers..... ..... GDI
Notice of Employment..... ..... GDIA
Discipline, Demoting or Dismissal of Nonrepresented St..... GDP
Layoff - Classified Staff..... ..... GDPA
Layoff - Classified Staff.... ..... GDPA-AR

The following symbols are used on some sample policies:

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

a. Coop Softball/Baseball with Philomath

Superintendent Gallagher read a memo from Bart Rothberger looking into coop with Philomath SD, there will be no extra cost to Alsea school in terms of bussing students to
Philomath as we currently have a bus going there. Parents would however, have to pick
their students up after practice. Philomath has a Junior Varsity program for participation
as well.

b. First Reading of Policies: GAA - GDPA-AR - DL, DBI and DJD1
c. Second Reading of Policies: DB - FL
District Budget DB
Budget Calendar DBC
Budget Preparation DBE
Budget Committee DBEA
Budget Hearing DBG
Budget Adoption Procedures DBH
Budget Amendment Procedures DBI

Budget Transfer Authority DBK
Budget Transfer Authority DBK-AR(1)

Budget Transfer Request DBK-AR(2)
Funding Proposals and Applications DD
Investment of Funds DFA
Investment of Funds DFA-AR
Admission Prices and Receipts DFE
Admissions to District Events DFEA
Income from Program - Related Sales and Services DFG
Authorized Signatures DGA
Loss Coverage Bonded Employees and Officers DH
Fiscal Accounting and Reporting DI
Financial Reports and Statements DIC
Property Inventories DID
Audits DIE
District Purchasing DJ
Expenditure of District Funds for Meals, Refreshments and Gifts DJ-AR
Bidding Requirements DJC
Special Procurements and Exemptions from Competitive Bidding DJC-AR
Personal Services Contracts DJCA
Personal Services Contracts DJCA-AR
Credit Cards DJFA
Authorization for Payroll Deduction DJFA-AR
Payroll DL
Salary Deductions. DLB
Expense Reimbursements DLC
Staff Expense Reimbursement DLC-AR
Disposal of District Property DN
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specific to their particular situations.
Safety Program. EB
Safety Committee .. EBAC
Safety Committee EBAC-AR
Integrated Pest Management . EBB
First Aid** EBBA
First Aid - Infection Control EBBA-AR
Infection Control and Bloodborne Pathogens EBBAA
Injury/Illness Reports EBBB
Emergency Procedures and Disaster Plans EBC/EBCA
Emergency Drills and Instruction. EBCB
Emergency School Closures** EBCD
Vandalism/Malicious Mischief ECAB
Unmanned Aircraft System (UAS) a.k.a. Drone. ECACB
Authorized Use of District Equipment and Materials EDC/KGF

Student Transportation Services. EEA
School Bus Scheduling and Routing EEAB
School Bus Scheduling and Routing EEAB-AR
School Bus Safety Program EEAC
Student Conduct on School Buses EEACC
Discipline Procedures for District-Approved Student Transportation EEACC-AR
Discipline Procedures for District-Approved Student Transportation EEACC-AR
Use of District Activity Vehicles for Student Transportation EEACD
Loading and Unloading EEACE
Special Use of School Buses EEAD
Student Transportation in Private Vehicle EEAE
Proof of Vehicle Liability Insurance EEAE-AR
Use of Private Vehicles for District Business EEBB
Local Wellness Program EFA
Local Wellness EFA
Local Wellness Program EFA-AR
District Nutrition and Food Services EFAA
Reimbursable Meals and Milk Programs EFAA-AR
Reproduction of All Copyrighted Materials EGAAA
Guidelines for the Use of Copyrighted Materials EGAAA-AR
Cell Phones. EGACA
Cell Phones. EGACA-AR
Electronic Data Management EH
Electronic Data Management EH-AR
Records and Data Management EH-AR
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Facilities Planning FB
Capital Construction Program FC
Capital Improvement - Educational Program FEA
Selection of Architect FEB
Energy-Conserving Construction FECBA
Construction Contracts - Bidding and Awards FEF/FEFB
Naming New Facilities FF
Memorials FFA
Temporary District Facilities FJ
Facilities Renovation FK
Retirement of Facilities FL
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Staff Ethics... ..... GBC
Staff Ethics..... GBC-AR
Alcohol/Controlled Substance Use..... GBCBA
Board-Staff Communications..... GBD
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The following symbols are used on some sample policies:
* May be subject to collective bargaining.
** As used in this policy, the term parent includes legal guardian or person in a parental relationship.
The status and duties of a legal guardian are defined in ORS 125.005(4) and 125.300-125.325. The
determination of whether an individual is acting in a parental relationship, for purposes of determining
residency, depends on the evaluation of the factors listed in ORS 419B.373. The determination for other
purposes depends on evaluation of those factors and a power of attorney executed pursuant to ORS
109.056. For special education students, parent also includes a surrogate parent, an adult student to whom
rights have transferred and foster parent as defined in OAR 581-015-2000.
[ ] Brackets occur in sample policies to indicate the need for districts to select or tailor information
specific to their particular situations.

Alsea School District 7J

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

Alsea School District 7J

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

District Budget

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

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

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

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

END OF POLICY

Legal Reference(s):

ORS 294.305 to -294.565 ORS 328.542 to -328.565

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

Alsea School District 7J

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

Budget Calendar

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

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

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

END OF POLICY

Legal Reference(s):

ORS 294.305 to -294.565 ORS 328.542 to -328.565

Alsea School District 7J

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

Budget Preparation

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

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

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

END OF POLICY

Legal Reference(s):

ORS 294.305 to -294.565 ORS 328.542 to -328.565

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

Alsea School District 7J

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

Budget Committee

Organization, Membership and Terms of Office

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

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

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

Presiding Officer and Orientation of Budget Committee

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

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

Meetings of the Budget Committee

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

Function of the Budget Committee

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

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

Final Action

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

END OF POLICY

Legal Reference(s):

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

Alsea School District 7J

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

Budget Hearing

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

END OF POLICY

Legal Reference(s):

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

Alsea School District 7J

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

Budget Adoption Procedures

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

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

END OF POLICY

Legal Reference(s):

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

Alsea School District 7J

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

Budget Amendment Procedures

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

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

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

END OF POLICY

Legal Reference(s):

ORS 294.456 ORS 294.471 ORS 294.473

Alsea School District 7J

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

Budget Transfer Authority

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

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

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

END OF POLICY

Legal Reference(s):

ORS 294.463

Alsea School District 7J

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

Budget Transfer Authority

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

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

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

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

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

DELETE

Alsea School District 7J

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

Budget Transfer Request

Note: not needed in the policy manual
Date _____

Fund	Function	Object	Area	Decrease	Increase

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

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

Reviewed:

_____
Business Manager

Approval:

_____
Superintendent/Clerk

Alsea School District 7J

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

Funding Proposals and Applications

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

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

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

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

END OF POLICY

Legal Reference(s):

ORS 294.305 to -294.565 ORS 332.075

Alsea School District 7J

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

Investment of Funds

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

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

END OF POLICY

Legal Reference(s):

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

Alsea School District 7J

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

Investment of Funds

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

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

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

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

Diversification of Maturity

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

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

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

Qualified Institutions for Investment Purchases

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

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

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

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

Diversification of Instrument of Investment

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

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

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

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

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

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

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

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

Alsea School District 7J

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

Admission Prices and Receipts

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

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

Adequate records will be maintained for accounting purposes.

END OF POLICY

Legal Reference(s):

ORS 294.305 to -294.565

Alsea School District 7J

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

Admissions to District Events

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

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

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

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

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

END OF POLICY

Legal Reference(s):

ORS Chapter 244 ORS 332.107

Alsea School District 7J

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

Income from Program – Related Sales and Services

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

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

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

END OF POLICY

Legal Reference(s):

ORS 294.305 to -294.565

Alsea School District 7J

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

Authorized Signatures

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

END OF POLICY

Legal Reference(s):

ORS 294.120 ORS 328.441 ORS 328.445

Alsea School District 7J

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

Loss Coverage ~~Bonded Employees and Officers~~

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

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

END OF POLICY

Legal Reference(s):

ORS 328.441 ORS 332.525 OAR 581-022-2405

Alsea School District 7J

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

Fiscal Accounting and Reporting

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

END OF POLICY

Legal Reference(s):

ORS 294.305 to -294.565 OAR 581-023-0035

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

Alsea School District 7J

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

Financial Reports and Statements

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

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

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

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

END OF POLICY

Legal Reference(s):

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

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

Alsea School District 7J

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

Property Inventories

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

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

END OF POLICY

Legal Reference(s):

ORS 332.155

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

Alsea School District 7J

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

Audits

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

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

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

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

END OF POLICY

Legal Reference(s):

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

Alsea School District 7J

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

District Purchasing

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

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

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

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

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

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

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

END OF POLICY

Legal Reference(s):

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

Alsea School District 7J

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

Financial Reports and Statements

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

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

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

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

END OF POLICY

Legal Reference(s):

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

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

Alsea School District 7J

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

Property Inventories

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

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

END OF POLICY

Legal Reference(s):

ORS 332.155

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

Alsea School District 7J

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

Audits

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

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END OF POLICY

Legal Reference(s):

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

Alsea School District 7J

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

District Purchasing

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

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

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

END OF POLICY

Legal Reference(s):

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

Alsea School District 7J

Code: DJ-AR
Revised/Reviewed:

Expenditure of District Funds for Meals, Refreshments and Gifts

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

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

Meals and Refreshments

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

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

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

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

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

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

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

Gifts

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

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

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

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

PROPOSED

Alsea School District 7J

Code: DJC
Adopted:

Bidding Requirements

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

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

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

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

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

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

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

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

END OF POLICY

Legal Reference(s):

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

OAR Chapter 125, Divisions 246-249

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

Alsea School District 7J

Code: DJC-AR
Revised/Reviewed:

Special Procurements and Exemptions from Competitive Bidding

SPECIAL PROCUREMENTS

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

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

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

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

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

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

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

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

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

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

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

PROPOSED

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

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

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

2. Advertising Contracts, Purchase of

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

Findings of Fact

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

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

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

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

Conclusion of Compliance with Law

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

3. Advertising Contracts, Sale of

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

Findings of Fact

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

Conclusion of Compliance with Law

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

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

4. Equipment Repair and Overhaul

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

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

b. The following limitations apply to this rule:

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

Findings of Fact

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

Conclusion of Compliance with Law

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

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

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

5. Copyrighted Materials

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

Findings of Fact

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

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

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

Conclusion of Compliance with Law

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

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

6. Product Prequalification

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

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

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

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

Findings of Fact

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

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

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

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

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

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

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

Conclusion of Compliance with Law

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

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

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

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

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

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

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

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

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

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

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

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

Findings of Fact

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

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

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

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

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

Conclusion of Compliance with Law

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

PROPOSED

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

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

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

Findings of Fact

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

PROPOSED

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

Conclusion of Compliance with Law

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

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

9. Information Technology Contracts

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

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

Findings of Fact

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

PROPOSED

Conclusion of Compliance with Law

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

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

10. Telecommunications Systems - Hardware and Software Contracts

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

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

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

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

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

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

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

Findings of Fact

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

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

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

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

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

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

Conclusion of Compliance with Law

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

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

11. Telecommunications Services

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

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

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

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

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

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

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

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

Findings of Fact

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

Conclusion of Compliance with Law

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

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

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

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

12. Hazardous Material Removal; Oil Cleanup

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

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

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

Findings of Fact

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

PROPOSED

Conclusions of Compliance with Law

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

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

13. Renegotiation of Existing Contracts with Incumbent Contractors

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

Findings of Fact

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

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

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

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

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

Conclusion of Compliance with Law

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

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

EXEMPTIONS FROM COMPETITIVE BIDDING

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

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

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

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

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

1. How many persons are available to bid;

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

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

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

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

6. Any likely increases in public safety;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Findings of Fact/Conclusion of Compliance with Law

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

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

2. Product Prequalification

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

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

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

PROPOSED

Findings of Fact

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

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

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

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

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

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

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

Conclusion of Compliance with Law

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

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

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

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

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

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

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

Findings of Fact

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

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

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

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

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

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

Conclusion of Compliance with Law

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

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

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

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

Findings of Fact/Conclusion of Compliance with Law

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

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

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

PROPOSED

Findings of Fact/Conclusion of Compliance with Law

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

6. Projects with Complex Systems or Components

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

Finding of Fact/Conclusion of Compliance with the Law

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

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

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

PROPOSED

Alsea School District 7J

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

Personal Services Contracts

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

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

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

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

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

END OF POLICY

Legal Reference(s):

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

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

Alsea School District 7J

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

Personal Services Contracts

1. Personal Services Contracts Defined

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

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

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

2. Eligibility

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

State requirements[1]:

a. The contractor must be free from the direction and the control of the employer;
b. The contractor must obtain required business licenses;
c. The contractor must furnish necessary tools and equipment;
d. The contractor has authority to hire and fire employees;
e. The contractor is paid on completion of portions of projects or on a retainer basis;
f. The construction contractor must be registered under ORS Chapter 701 (For more information call the Construction Contractors Board at 503-378-4621 in Salem.);
g. The contractor must file appropriate business tax returns;
h. The contractor must represent to the public that the labor or services are provided by an independent business.

[1] See ORS 670.600 for complete listing.

PERS requirements:

In determining whether an individual is an employee or independent contractor for PERS contribution purposes, the district will consider the following factors:

a. Instructions. An employee must comply with instructions about when, where and how to work. Even if no instructions are given, the control factor is present if the employer has the right to control how the work results are achieved;
b. Training. An employee may be trained to perform services in a particular manner. Independent contractors ordinarily use their own methods and receive no training from the purchasers of their services;
c. Integration. An employee's services are usually integrated into the business operations because the services are important to the success or continuation of the business. This shows that the employee is subject to direction and control;
d. Services rendered personally. An employee renders services personally. This shows that the employer is interested in the methods as well as the results;
e. Hiring, supervising and paying assistants. An employee works for an employer who hires, supervises and pays workers. An independent contractor can hire, supervise and pay assistants under a contract that requires him/her to provide materials and labor and to be responsible only for the result;
f. Continuing relationship. An employee generally has a continuing relationship with an employer. A continuing relationship may exist even if work is performed at recurring although irregular intervals;
g. Set hours of work. An employee usually has set hours of work established by an employer. An independent contractor generally can set ~~his/her~~ their own work hours;
h. Full-time required. An employee may be required to work or be available full-time. This indicates control by the employer. An independent contractor can work when and for whom ~~he/she~~ they choose~~s~~;
i. Doing work on employer's premises. An employee usually works on the premises of an employer, or works on a route or at a location designated by an employer;
j. Order or sequence set. An employee may be required to perform services in the order or sequence set by an employer. This shows that the employee is subject to direction and control;
k. Oral or written reports. An employee may be required to submit reports to an employer. This shows that the employer maintains a degree of control;
l. Payment by hour, week, month. An employee is generally paid by the hour, week or month. An independent contractor is usually paid by the job or on a straight commission;
m. Payment of business and/or traveling expenses. An employee's business and travel expenses are generally paid by an employer. This shows that the employee is subject to regulation and control;
n. Furnishing of tools and materials. An employee is normally furnished significant tools, materials and other equipment by an employer;
o. Significant investment. An independent contractor has a significant investment in the facilities ~~he/she~~ they use~~s~~ in performing services for someone else;
p. Realization of profit or loss. An independent contractor can make a profit or suffer a loss;
q. Working for more than one employer at a time. An independent contractor is generally free to provide ~~his/her~~ their services to two or more unrelated persons or firms at the same time;
r. Making service available to general public. An independent contractor makes ~~his/her~~ their services available to the general public;

s. Right to discharge. An employee can be fired by an employer. An independent contractor cannot be fired so long as ~~he/she~~ they produce~~s~~ a result that meets the specifications of the contract;

t. Right to terminate. An employee can quit ~~his/her~~ their job at any time without incurring liability. An independent contractor usually agrees to complete a specific job and is responsible for its satisfactory completion, or is legally obligated to make good for failure to complete it.

IRS requirements:

Additionally, in determining employee or independent contract status for purposes of the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA) or for federal income tax withholding from wages, the district will consider:

a. Behavioral control. A worker is an employee when the district has the right to direct and control the worker;

b. Financial control. A worker is an independent contractor if ~~he/she~~ they can realize a profit or incur a loss. The individual may also be an independent contractor if ~~he/she is~~ they are not reimbursed for some or all business expenses, especially if those expenses are high or if ~~he/she~~ they ha~~s~~ve a significant investment in ~~his/her~~ their work;

c. Relationship of the parties. Facts weighed by the district will include any written contracts describing the relationship the parties intended to create; the extent to which the worker is available to perform services for other similar businesses; whether the district provides the worker with employee-type benefits, such as insurance, vacation pay or sick pay; and the permanency of the relationship.

3. Personal Services Contracts - Procurement Requirements

a. Contracts for personal services less than $25,000 within a 12-month period, shall, where practical, be based on written or verbal quotes or may be procured through direct negotiations with the contractor.

b. Contracts for personal services greater than $25,000 that do not exceed $75,000 may be based on three written or verbal quotes, or response to a request for proposal (RFP) as deemed appropriate by the superintendent or designee.

c. Contracts for personal services greater than $75,000 shall be based on written solicitations, request for qualifications, or the ~~request for proposal (~~RFP~~)~~ process.

d. The district may enter into a personal services contract when the amount of the services does not exceed $150,000 without obtaining quotes or utilizing the RFP process when only one contractor or sole source provides the services as follows:

(1) The superintendent or designee shall make the following written findings for inclusion in the contract file:

(a) That the efficient utilization of existing goods requires the acquisition of compatible goods or services;

(b) That the goods or services required for the exchange of software or data with other public or private agencies are available from only one source;

(c) That the goods or services are for use in a pilot or an experimental project; or

~~e.~~(d) Other findings that support the conclusion that the goods or services are available from only one source. If the cost of the services is more than $75,000, the district may award a contract on a sole source basis, only with Board approval and if prior to the award:

~~(1)~~(2) Notice of the district's intent to contract for the services, including the general specifications of the intended contract, is advertised in at least one newspaper or trade journal of general circulation in the area where the services are to be performed;

~~(2)~~(3) The advertised notice is published at least 14 days before award of contract to allow prospective contractors a reasonable opportunity to submit a protest of the district's intent to contract through the sole source process unless the superintendent gives prior written approval to reduce the number of days based on extraordinary circumstance that do not meet the criteria for an Emergency Procurement pursuant to OAR 137-047-0280; and

~~(3)~~(4) The protest shall be submitted in writing to the district by the closing date and time of the advertisement notice. It shall state the reason the contract should be competitively solicited.

Protests shall be heard by the Board, whose decision shall be final.

4. ITB/RFP Requirements

a. An invitation to bid (ITB) or ~~(~~RFP~~)~~ will be used as a formal competitive solicitation that describes the specific services to be performed within a defined period of time. The solicitation will set forth criteria and methods for screening, selecting and ranking the most qualified proposal(s). The solicitation document may result in contracts with more than one provider.

b. The solicitation document must provide that the district is not responsible for any cost incurred while submitting proposals and that all proposers who respond do so at their own expense.

c. The solicitation document must, at a minimum, address the following:

(1) Requirements for solicitation documents under ORS 279B.055 (2) and 279B.060 (2):

(a) A time and date by which the bids or proposals must be received and a place at which bids must be submitted, and may, in the sole discretion of the contracting agency, direct or permit the submission and receipt of bids or proposals by electronic means;

(b) The name and title of the person designated for receipt of bids or proposals and the person designated by the contracting agency as the contact person for the procurement, if different;

(c) A procurement description;

(d) A time, date and place that prequalified applications, if any, must be filed~~filled~~ and the classes of work, if any, for which bidders must be prequalified in accordance with ORS 279B.120;

(e) A statement that the contracting agency may cancel the bid or procurement, or reject any of all bids in accordance with ORS 279B.100;

(f) A statement that "Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document." if the invitation to bid is issued by a state contracting agency;

(g) A statement that requires the contractor or subcontractor to possess an asbestos abatement license, if required under ORS 468A.710; and
(h) All contractual terms and conditions applicable to the procurement.

(2) Requirements for solicitation documents under OAR 137-047-0255 (2) and OAR 137-047-0260 (2):

(a) General Information~~.~~

(i) Notice of any pre-offer conferences as follows:

1) The time, date and location of any pre-offer conferences;~~ and~~
2) Whether attendance at the conference will be mandatory or voluntary; and
3) A provision that provides that statements made by the contracting agency's representatives at the conference are not binding upon the contracting agency unless confirmed by written addendum.~~;~~

(ii) The form and instructions for submission of proposals and any other special information, (e.g., whether proposals may be submitted by electronic means);
(iii) The time, date and place of opening;
(iv) The office where the solicitation document may be reviewed;
(v) For bidders, a statement whether the bidder is a "resident bidder," as defined in ORS 279A.120 (1);
(vi) Contractor's certification of nondiscrimination in obtaining required subcontractors in accordance with ORS 279A.110 (4); and
(vii) How the contracting agency will notify proposers of addenda and how the contracting agency will make addenda available.

(b) Contracting Agency Need~~.~~

The character of the goods and services the contracting agency is purchasing including, if applicable, a description of the acquisition, specifications, delivery or performance schedule, inspection and acceptance requirements.

(c) Bid/Proposal and Evaluation Process~~.~~

(i) The anticipated solicitation schedule, deadlines, protest process~~,~~ and evaluation process;
(ii) The contracting agency shall set forth selection criteria in the solicitation document in accordance with the requirements of~~or~~ ORS 279B.060 (2)(h)(E).
(iii) If the contracting agency intends to award contracts to more than one proposer~~prospect~~ pursuant to OAR 137-047-0600 (4)(d), the contracting agency must identify in the solicitation document the manner in which it will determine the number of contracts it will award.

(d) Applicable preferences described in ORS 279A.125 (2) and 282.210.

(e) For contracting agencies subject to ORS 305.385, contractor's certification of compliance with the Oregon tax laws in accordance with ORS 305.385.
(f) All contract terms and conditions, including a provision indicating whether the contractor can assign the contract, delegate its duties, or subcontract the goods or services without prior written approval from the contracting agency.

d. Bids or proposals must be advertised at least once in a newspaper of general circulation in the area where the contract is to be performed and in as many additional issues and publications as may be necessary or desirable to achieve adequate competition unless the contracting agency uses electronic advertising.
e. Unless otherwise specified in rules adopted pursuant to ORS 279A.065, the LCRB will give notice at least seven days before the solicitation closing date.
f. All advertisements shall describe at minimum the requirements under OAR 137-047-0300 (3):

(1) Where, when, how, and for how long the solicitation document may be obtained;
(2) A general description of the goods or services to be acquired;
(3) The interval between the first date of notice and closing, which will be at least seven days, unless a shorter period is in the public interest and it will not substantially affect competition;
(4) The date that persons must file applications for prequalification if prequalification is a requirement and the class of goods or services is one for which persons must be prequalified;
(5) The office where contract terms, conditions and specifications may be reviewed;
(6) The name, title and address of the individual authorized by the contracting agency to receive offers;
(7) The scheduled opening; and
(8) Any other information the contracting agency deems appropriate.

5. Screening and Selection Procedures

a. The superintendent or designee shall review, score and rank all responsive proposals according to the evaluation criteria in the ITB or RFP and applicable law. The contracting agency will award the contract to the lowest responsible bidder or proposer or multiple responsible bidders or proposers in accordance with ORS 279B.055 (10) and 279B.060 (10), and OAR 137-047-0600.
b. To determine whether the bidder or proposer has met the standards of responsibility under ORS 279B.110 (2) and OAR 137-047-0640 (1)(c)(F), the LCRB will consider whether the bidder or proposer has:

(1) Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to indicate the capability of the bidder or proposer to meet all contractual responsibilities;
(2) A satisfactory record of performance.[2] The contracting agency will document in the solicitation file its basis for determining that the offeror is not responsible because the offeror does not meet this requirement;

[2] A contracting agency should review carefully the offeror's record of contract performance if the offeror is or recently has been materially deficient in contract performance. In reviewing the offeror's performance, the contracting agency should determine whether the offeror's deficient performance was expressly excused under the terms of the contract, or whether the offeror took

(3) A satisfactory record of integrity.[3] The contracting agency will document its basis for determining that the offeror is not responsible because the offeror does not meet this requirement;
(4) Qualified legally to contract with the contracting agency;
(5) Supplied all necessary information in connection with the inquiry concerning responsibility. If an offeror fails to promptly supply information requested by the contracting agency concerning responsibility, the contracting agency shall base the determination of responsibility upon any available information, or may find the bidder or proposer not to be responsible; and
(6) Not been debarred by the contracting agency under ORS 279B.130.

c. Final ranking will be based on all information obtained during the evaluation process. Price will be considered, but will not necessarily govern selection of the contractor(s).
d. Contracts entered into may be amended, provided the original contract allows for the particular amendment and the services to be provided under the amendment are included within or directly related to, the scope of the project or the scope of the services described in the solicitation document.

6. Documentation

Documentation providing evidence of competition shall be maintained by the district for all contracts entered into by the district.

7. Fingerprinting

If the scope of the work performed by a contractor(s) or his/her employee(s) may result in direct, unsupervised contact with students, he/she will be required to submit to fingerprinting and criminal records checks as required by law.

8. Payment

Payment will be made only upon completion of the performance of specific portions of the project or on the basis of an annual or periodic retainer as specified by the district in the personal services contract.

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appropriate corrective action. The contracting agency may review the offeror's performance on both private and public contracts.

[3] A contracting agency may determine that an offeror lacks integrity because of a lack of business ethics such as a violation of environmental laws or false certification made to the contracting agency. A contracting agency may find that an offeror is not responsible based on a lack of integrity of a person having influence or control over the offeror.

Alsea School District 7J

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

Credit Cards

The Board authorizes the superintendent to hold a bank credit card in the name of the district and to issue such cards to designated employees. Approved card holders will be held responsible for maintaining sole possession and security of issued cards at all times. Such~~Credit~~ cards shall have a maximum limit of the lowest daily rate possible not to exceed $15,000, the superintendent may modify this amount on a case-by-case basis.

Credit cards issued to employees may only be used to purchase items authorized by the adopted district budget.

Purchase slips and receipts must be turned in to the business office within 15 days~~monthly~~ of the transaction. The business office will make every effort to pay in full the credit card balance no later than the due date so that finance charges will not be incurred.

District-issued credit cards shall be subject to the following:

1. Personal items shall not be charged on district-issued credit cards. If a personal item is inadvertently purchased on a district-issued credit card in violation of this policy, repayment by the employee must be made immediately. Failure to make the required payment may result in an automatic deduction from the individual's next payroll disbursement. Accordingly, the district will require individuals issued such~~credit~~ cards to sign a written authorization for payroll deduction in the event of such personal use;

2. The purchase of alcoholic beverages is strictly prohibited. The purchase of any item over $200 without prior superintendent or designee authorization is strictly prohibited. The purchase of gasoline for a privately-owned vehicle is also prohibited without prior authorization;

3. Leaving a gratuity that exceeds 15 percent is prohibited;

4. Airline tickets may be purchased with a district-issued credit card only with prior superintendent or designee approval. If the issued credit card provides for purchase incentives (i.e., points, discounts or airline mileage credits), such incentives shall only be redeemed for authorized district business.

Violation of the provisions of this policy may result in the revocation of the credit card and/or discipline up to and including dismissal.

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 652.610(3)

OR. GOV'T STANDARDS AND PRACTICES COMM'N, Advisory Opinion 01A-1007 (Aug. 29, 2001).

Alsea School District 7J

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

Authorization for Payroll Deduction

Pursuant to Board policy DJFA - Credit Cards and Oregon Revised Statute (ORS) 652.610(3) I, _____ _____, hereby authorize the district to withhold from my paycheck any charges made on a district-issued credit card without prior written approval from my supervisor, or any charges not authorized by the adopted Board policy.

_____ _____
Signature Date

Alsea School District 7J

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

Payroll

Preparation of payroll, including time schedules and payroll periods, will be done in accordance with each employee's collective bargaining agreement/group ~~labor~~ agreement with the district. Employee~~Subject to the terms of employee agreements,~~ health, accident, dental and other types of insurance may be purchased on behalf of ~~the~~ district employees, subject to the terms of the employee's employment with the district. Mandatory payroll deductions will be withheld as required by state and federal law.

No other automatic deductions except those required by law will be made from an employee's pay without authorization of the Board.

END OF POLICY

Legal Reference(s):

ORS 243.650(10), (16)
ORS 243.666
ORS 243.820 to -243.830
ORS 332.505
ORS 332.534
ORS 652.110
ORS 652.120
ORS 652.610

Alsea School District 7J

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

Salary Deductions

Authorized payroll deductions will be made upon an appropriately submitted written request from the employee.

Subject to standard accounting procedures, employees may authorize modification of their salary or withholdings to include deductions such as:

1. Tax -sheltered annuities (TSA), as authorized by the Internal Revenue Service and approved by the Board;

2. Insurance premiums in excess of district contributions to Board-approved programs;

3. Labor organization dues (or Fair Share);~~;~~

4. Credit unions;

5. United~~united~~ Way;

6. CARE; and;

~~6.~~7. Health Reimbursement Accounts (HRA).

The district will comply with federal requirements that establish maximum annual TSA allowable contributions. The district reserves the right to reduce, suspend and/or reinstate employee TSA contributions at any time to ensure compliance with applicable law.
~~District-approved TSA companies shall be required to provide employees a maximum exclusion allowance (MEA) prior to the initial withholding, or any changes in withholdings, from employee's earnings. The employee is responsible for filing a copy of the MEA with the district prior to any district withholding.~~

Automatic deductions, except those required by law, will not be made from an employee's pay without Board authorization.

END OF POLICY

Legal Reference(s):

ORS 243.650(10), (16)
ORS 243.666
ORS 332.505
ORS 652.110
ORS 652.120
ORS 652.610

I.R.C. 26 U.S.C. § 403 (2012).
29 C.F.R. § 541.603 (2016).

Alsea School District 7J

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

Expense Reimbursements

The district will reimburse employees for authorized expenses incurred for professional growth and/or job requirements in accordance with administrative regulations developed by the superintendent and consistent with Internal Revenue Service requirements.

END OF POLICY

Legal Reference(s):

ORS 294.155 ORS 332.107 OAR 581-022-2260

I.R.C. § 162 (2006); Business Expenses, 26 C.F.R. 1.162-1 (2006).
INTERNAL REVENUE SERVICE, PUBLICATION 463: TRAVEL, ENTERTAINMENT, GIFT AND CAR EXPENSES.

Alsea School District 7J

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

Staff Expense Reimbursement

Expense reimbursement for staff traveling on approved district business will be governed by the following procedures. Travel expenses include travel fares, meals and lodging and expenses incident to travel. Only travel expenses as are ordinary and necessary in the conduct of approved travel for district business purposes and directly attributable to it will be reimbursed. As used in this regulation an "ordinary" expense means one that is common and accepted in the profession; a "necessary" expense means one that is essential and appropriate in order to conduct district business. Reimbursement procedures established by the district will also apply to Board members traveling on Board-approved district business, as applicable.

In-District Travel – Use of Private Vehicles

1. Staff will use district-owned vehicles, whenever possible, in conducting district business that requires travel within district boundaries.

2. Private vehicles may be used in conducting district business only with prior superintendent approval. In-district travel approval may be granted by the superintendent for individual trips or by blanket approval, as deemed appropriate.

3. Travel in a private vehicle for the purpose of conducting district business may be approved when:

    a. A district vehicle is not available;
    b. The destination is not conveniently accessible by commercial carrier;
    c. Various points must be visited and commercial carrier schedules are such that the use of commercial carrier transportation is not practical;
    d. Carrying articles by commercial carrier would not be feasible;
    e. Commercial travel is deemed to be less economical.

Out-of-District Travel (In-state) – Use of Private Vehicles

1. Staff will use district-owned vehicles, whenever possible, in conducting approved district business that requires in-state travel outside district boundaries.

Private vehicles may be used only with prior superintendent approval. Out-of-district travel approval may be granted by the superintendent for individual trips or by blanket approval, as deemed appropriate.

Out-of-State Travel

Out-of-state travel requires prior superintendent approval.

Insurance Coverage

1. Insurance costs are included as part of the mileage reimbursement for employees authorized to use a private vehicle to conduct district business. It is the responsibility of the owner or driver of the vehicle to be certain that the vehicle is adequately covered by insurance.

2. The responsibility of the district for damages resulting from vehicle accidents is not the same as set forth in the district's general liability insurance policy. The employee's insurance coverage provides primary coverage when the employee is driving the employee's~~his/her~~ own vehicle on approved district business.

3. All district employees operating private vehicles on approved district business are required to complete and maintain on file with the district verification of vehicle liability insurance that meets or exceeds Oregon statutory minimum limits. This verification is required annually. Employees are required to update their verification of vehicle liability information maintained on file with the district upon **any** change in the employee's vehicle insurance coverage.

Meals and Meetings

1. Reimbursement will be made for ordinary and necessary meal expenses incurred in the course of approved travel for district business. Meals include amounts spent for food, beverage, taxes and related gratuities. Alcoholic beverages will not be reimbursed by the district. See **Expense Reimbursement Request and Accounting Procedures** below.

2. Expenses in excess of the district's established limit are ordinarily the responsibility of the employee and may be reimbursed only with superintendent approval. Receipts for all meal expenses must be secured and attached to the claim.

Travel Advances

1. A travel advance may be requested when the estimated cost for meals, lodging, etc., exceeds $50. The travel advance may be requested by completing the form provided by the district.

2. The cost of commercial travel tickets will not be included in a cash advance request.

3. In the event of loss, the employee is personally responsible for cash advances issued and for any third party use of a district-provided credit card.

4. At least 15 working days are required for processing an advance check after the approved request is received by the business office.

5. Only one cash advance may be outstanding to any employee at any time.

Reservations, Commercial Carrier and Lodging

1. Travel must be conducted in the most expeditious and cost-effective manner, as determined by the district.

2. Each employee is responsible for making their~~his/her~~ own reservations by obtaining a purchase order number from the business office and furnishing that number to the local travel agency or commercial carrier.

3. Individuals traveling on approved district business by a carrier offering travel credits (i.e., frequent flyer mileage, etc.) are required to account for credits received and may use the credits for future approved district travel purposes only. The district prohibits the accrual of travel credits for individuals traveling on approved district business.

Vehicle Rentals

1. Rental vehicles may be used only when use will affect~~effect~~ a savings or otherwise be more advantageous to the district or when the use of other transportation is not feasible.

2. Rental of a compact vehicle is recommended when suitable for approved district business because of the lower initial rate and the guaranteed rate. Certain rental agencies guarantee the compact rate in all owned stations and in most licensee stations, which means that if a reservation for a compact vehicle is accepted and one is not available, a standard-sized vehicle will be substituted at the compact rate.

3. Rental vehicles will be used only for official travel or in lieu of taxi for necessary travel. Any additional costs incurred for other usage will be the personal responsibility of the traveler.

4. Employees will be informed if the district carries the rental car endorsement as part of its insurance coverage. In the event the district does not carry the rental car endorsement the employee will be authorized to purchase insurance coverage from the rental agency.

Cancelled Trips

1. If an employee cannot leave at the scheduled time, it is the employee's~~his/her~~ responsibility to call the travel agency or carrier and arrange to have the tickets cancelled or exchanged.

2. Commercial carrier reservation cancellations must be made at least 24 hours before departure time, whenever possible.

3. Lodging reservations must be cancelled by the employee as soon as possible to avoid a cancellation charge.

4. If a trip is cancelled after an advance and/or tickets have been issued, the advance and tickets must be returned to the business office immediately.

Personal Travel Combined with District Business Travel

1. If an individual traveling on approved district business engages in both business and personal activities, travel expenses incurred will be reimbursed only for expenses that are ordinary and necessary in the conduct of district business. Expenses incurred as a part of personal business are the sole responsibility of the traveler.

2. When personal travel is combined with approved district business travel and the individual is traveling by less than the most expeditious and cost-effective manner, any additional costs must be paid by the traveler.

3. Time away from work caused by traveling by less than the most expeditious means available for personal purposes must be charged to vacation or other appropriate leave.

4. Vacation or other personal leave may be taken in conjunction with approved district travel subject to the following:

    a. Time delays related to approved district business are charged as working time even if no work is performed;
    b. If the employee travels by less than the most cost-effective manner, as determined by the district, for approved district business or for personal travel combined with travel for district business purposes, the employee~~he/she~~ must pay the additional cost (e.g., increased fare, meals, lodging expenses, etc.) incurred as a result of the personal travel;
    c. All subsistence and local transportation (e.g., taxi, vehicle fare)~~, etc.)~~ while on vacation status or other appropriate leave must be paid by the employee;
    d. The traveler will not be required to pay any of the basic transportation costs incurred as a part of the approved district business, even though the traveler~~he/she~~ spends a substantial part of the total time away from home on vacation or other personal leave, provided the employee was traveling on approved district business;
    e. A traveler who decides on their~~his/her~~ own to conduct district business without prior approval, while on vacation or other personal leave, cannot then use this as a justification to have the district pay ~~his/her~~ basic transportation cost from the district to the location visited, or submit a request for other expense reimbursement.

Expense Reimbursement Request and Accounting Procedures

1. Reimbursement requests detailing actual expenditures must be submitted on the district's travel expense form and approved by the superintendent in writing. Receipts and supporting documentation must accompany all expense reimbursement requests. This includes, but is not limited to, receipts for transportation, lodging, meals, registration, conference and workshop fees. All requests must be submitted to the district office within 10 working days of the conclusion of the trip.

    a. If the completed travel expense report totals less than the travel advance, the difference must be returned within 10 working days to the business office with the report.
    b. Reimbursement for expenditures in excess of a travel advance, or where no travel advance has been requested, will be made within 30 working days after the approved travel expense report is received by the business office.

2. Expenses which consist primarily of the cost of furnishing meals for others will be reimbursed upon submission of a travel expense report which includes:

    a. Names of guests;
    b. Organizations involved;
    c. Full explanation of the district business purpose of the meeting.

3. In the event a vehicle was rented, a copy of the rental agreement must be attached to the travel expense report. The rental charge should be paid from the amount advanced, as applicable. Purchase of gas and oil which have been deducted from the rental charge by the rental agency must be included.

4. Any claim for mileage reimbursement only may be submitted at the end of each month in which reimbursement is to be claimed. A claim must be submitted no later than 90 calendar days of incurring the expense. Reimbursement claims later than 90 calendar days of the expense will be denied.

5. Mileage for approved district business travel in a private vehicle will be reimbursed at the current rate per mile established by the district, collective bargaining agreement or Internal Revenue Service (IRS), as applicable.~~U.S. General Services Administration (GSA).~~ Reimbursement that exceeds the IRS rate will be included as income to the employee in accordance with IRS regulations.

6. Meal expenses for approved district business travel purposes may be reportable as income to the employee in accordance with IRS~~GSA~~ regulations. Generally, meal expenses incurred for approved district business purposes in which district business is conducted with at least one or more other persons or that is incurred on approved district business for a trip that is overnight, or long enough that the individual needs to stop for sleep or rest to properly perform assigned~~his/her~~ duties, as defined by the IRS, will not be reportable as income to the employee.

7. In the event the total of the amount charged to, and/or received from, the district by the employee as advances, reimbursement or otherwise, exceeds the ordinary and necessary business expenses, the excess must be reported as income in accordance with IRS requirements.

Reimbursable Expense Limitations

1. Meal expenses may be reimbursed subject to the following limitations based on current GSA rate:~~current GSA rates.~~

Allowance:	Breakfast	$13
	Lunch	$15
	Dinner	$26

2. Gratuities must not exceed 15 percent and must be included as a part of the receipt. Gratuities in excess of 15 percent are the responsibility of the employee and will not be reimbursed by the district.

3. Other expenses such as toll charges, parking fees, valet services, cleaning, pressing and laundry may be reimbursed if length of trip or circumstances demand.

4. Mileage reimbursement for actual miles traveled on district business, may be approved subject to the following limitations:

   a. In-district mileage reimbursement will not be granted to an employee, other than a district-approved tutor, for traveling from the employee's~~his/her~~ residence to the place where work begins for the day or for returning home from the last place worked during the day;
   b. Reimbursement will be made only for those miles actually traveled in the course of completing approved district business. When chauffeured, mileage for two round trips and short-term parking will be reimbursed if not greater than the cost of one round trip plus economy parking;
   c. Group travel may be requested on one travel request form for a group traveling together as long as advance and reimbursement is payable to one person who has complete responsibility for reporting expenses;
   d. In the event a private vehicle is approved for use from home, to or from airport or railroad station, mileage for one round trip and economy parking will be reimbursed. Parking receipts are required;
   e. Individuals requesting reimbursement for use of a private vehicle on approved district business must meet insurance requirements. See **Insurance Coverage** above.

5. Lodging will be reimbursed at reasonable commercial rates.

6. Local taxi, shuttle, bus fares and vehicle rentals may be reimbursed, subject to the district's requirement that travel selected is by the most expeditious, cost-effective manner, as determined by the district.

Alsea School District 7J

Code: **DN**
Adopted: 5/11/16
Orig. Code: DN

Disposal of District Property

The Board may, at any time, declare district ~~personal~~ property as surplus and authorize its disposal when such property is no longer useful to the district, unsuitable for ~~school~~ use, too costly to repair or obsolete.

If reasonable attempts to dispose of surplus properties fail to produce a monetary return to the district, the Board may dispose of them in another manner.

If the district property was purchased with state, federal or private grant funds disposal of the property shall be made as outlined in the grant or by state or federal regulations.

END OF POLICY

Legal Reference(s):

ORS 279B.055 ORS Chapters 279A, 279B and 279C ORS 332.155

EDUCATION, TITLE 34 C.F.R. PART 80 § 80.32(e)

Alsea School District 7J

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The following symbols are used on some sample policies:

* May be subject to collective bargaining.

** As used in this policy, the term parent includes legal guardian or person in a parental relationship. The status and duties of a legal guardian are defined in ORS 125.005(4) and 125.300-125.325. The determination of whether an individual is acting in a parental relationship, for purposes of determining residency, depends on the evaluation of the factors listed in ORS 419B.373. The determination for other purposes depends on evaluation of those factors and a power of attorney executed pursuant to ORS 109.056. For special education students, parent also includes a surrogate parent, an adult student to whom rights have transferred and foster parent as defined in OAR 581-015-2000.

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

Alsea School District 7J

Code: **EB**
Adopted: 11/18/15
Orig. Code: EB

Safety Program

Safe buildings, grounds and equipment will be maintained in order to prevent accidents or injury to students, employees and others~~other citizens~~ from fire, natural disasters, mechanical and electrical malfunction and other hazards.

Buildings will be planned, constructed, equipped and maintained in accordance with appropriate local, state and federal safety regulations.

Buildings will be provided with alarm systems, fire extinguishers and other safety devices required by state and federal laws and regulations.

The superintendent will develop and implement a safety program which will include, but not be limited to, compliance with and enforcement of all state and federal laws, rules and regulations.

END OF POLICY

Legal Reference(s):

ORS 329.095
ORS 654.003 to -654.022

OAR 437-001-0760
OAR 437-002-0020 to -0081
OAR 437-002-0100
OAR 437-002-0140
OAR 437-002-0144
OAR 437-002-0145
OAR 437-002-0180 to -0182
OAR 437-002-0260 to -0268
OAR 437-002-0360
OAR 437-002-0368
OAR 437-002-0377
OAR 437-002-0390
OAR 437-002-0391
OAR 581-022-2030
OAR 581-022-2225
OAR 581-022-2250

Fazzolari v. Portland Sch. Dist. No. 1J, 303 Or. 1 (1987).
Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629 (2006); Asbestos Hazard Emergency Response Act of 1986, 15 U.S.C. §§ 2641-2656 (2006).

Alsea School District 7J

Code: **EBAC**
Adopted: 11/18/15
Orig. Code(s): EBAC

Safety Committee

A centralized safety committee shall be established to implement the district's safety program as part of an ongoing effort to help ensure the safety of students, staff and others while on district property.

The superintendent will coordinate the district's safety committee efforts and maintain all necessary records.

The superintendent will develop administrative regulations as may be necessary to implement this policy and meet the applicable Oregon Occupational Safety and Health Division requirements.

END OF POLICY

Legal Reference(s):

ORS 654.176
ORS 654.182

OAR 437-001-0765
OAR 581-022-2225(7)

Alsea School District 7J

Code: **EBAC-AR**
Revised/Reviewed: 11/18/15
Orig. Code(s): EBAC-AR

Safety Committee

District Safety Officer

The superintendent shall designate a~~be the~~ district safety officer. The safety officer shall:

1. Establish a centralized safety committee~~, advisory~~ to advise the safety officer on implementing~~, to implement~~ and monitoring~~monitor~~ the district''s~~district~~ safety program.~~;~~

2. Be responsible for writing and implementing a district safety program~~.~~ (The written program shall include reporting procedures and in-service safety training program.).~~.);~~

3. Coordinate all matters relating to safety and shall make, or cause to be made, periodic inspections of sites and review with the site safety manager the status of record keeping, reports and meeting agendas.~~;~~

4. Maintain a liaison relationship with applicable agencies outside the district.~~;~~

5. Assist all administrators and department supervisors as necessary in the preparation and implementation of their site safety programs.~~;~~

6. Maintain the accident record system; make necessary reports, personally investigate fatal, serious and potentially serious accidents; and check corrective action taken by teachers or other personnel to eliminate causes of accidents.~~;~~

7. Establish specific goals for the district''s safety program and evaluate goals and accomplishments on a regular basis.

Centralized Safety Committee

A centralized safety committee shall be established to represent the safety and health concerns of all district employees and students.

The centralized safety committee shall be composed of an equal number of employer and employee representatives. A centralized safety committee must represent health and safety concerns of all district sites. When agreed upon by employees and the district, the number of employees on the committee may be greater than the number of district representatives. The committee will consist of no fewer than 4 members for districts with more than 20 employees.

A reasonable attempt will be made to ensure that committee members represent major work activities (i.e., teacher, custodian, food service worker, administrator).

Employee representatives shall be volunteers or elected by their peers unless there is a provision in the collective bargaining agreement that addresses the selection of employee representatives. Members of the committee shall serve at least a continuous one-year term. Terms shall be staggered to provide continuity. There shall be a chair elected by the safety committee.

Employee representatives attending safety committee meetings outside regularly scheduled workday shall be compensated by the employer at the regular hourly wage.

The centralized safety committee will:

1. Hold regular meetings at least once a month except months when quarterly workplace safety inspections are made. This does not exclude other months from ~~site~~ safety committee meetings if more frequent safety inspections are conducted. Quarterly safety committee meetings may be substituted for monthly meetings when the committee''s sole area of responsibility involves low hazard work environments such as the district office.~~;~~

2. Provide written agendas for each meeting which shall set the order of business.~~;~~

3. Make written records of each meeting which the district shall review and maintain for three years for inspection.~~;~~

4. Post and send copies of meeting records to committee members.~~;~~

5. Assist in creating a hazard-free work environment by:

    a. Recommending to the district how to eliminate hazards in the workplace and promote~~promoting~~ employee adherence to safe work practices; and
    b. Using lines of communications to promote cooperative attitudes between all persons involved in the operations of the workplace.

Duties of the centralized safety committee will include:

1. Establishing procedures for minimum quarterly workplace safety inspections of a safety committee inspection team to locate and identify safety and health hazards. The safety inspection team shall include employer and employee representatives. The team shall document the location and identity of the hazards and make recommendations as to how and when the hazards will be corrected;

2. Establishing procedures for investigating all significant safety-related incidents including injury accidents, illnesses and deaths for the purpose of recommending corrective action necessary to prevent similar events from recurring;

3. Evaluating district policies which may affect safety and health in the workplace and making recommendations for changes to existing policies or adoption of new policies;

4. Evaluating all the accident and illness prevention programs brought to the committee''s attention and making recommendations necessary to make the programs more applicable to the workplace;

5. Establishing a system whereby the safety committee can obtain information that would help in creating a hazard-free work environment, directly from all persons involved in the operations of the workplace. The information obtained shall be reviewed at the next safety committee meeting;

6. Establishing procedures for the review of all safety and health inspection reports made by the committee and making necessary recommendations;

7. Establishing procedures for the review of corrective action taken on the committee''s recommendations or determining the reasons why no corrective action was taken;

8. Making all reports, evaluations and recommendations of the safety committee a part of the minutes of the safety committee; and

9. Evaluating employee/supervisor training needs.

Degree of Authority

The centralized safety committee is authorized to make written suggestions to the district safety officer, based on its experiences, inspections and input from other employees, students and district patrons, as appropriate.

Alsea School District 7J

Code: **EBB**
Adopted: 11/18/15
Orig. Code(s): EBB

Integrated Pest Management

To ensure the health and safety concerns of student, staff and community members, the district shall adopt an integrated pest management plan (IPM)[1] which emphasizes the least possible risk to students, staff and community members and shall adopt a list of low-impact pesticides for use with the IPM plan.

The IPM plan is a proactive strategy that:

1. Focuses on the long-term prevention or suppression of pest problems through economically sound measures that:

    a. Protect the health and safety of students and staff;
    b. Protect the integrity of district buildings and grounds;
    c. Maintain a productive learning environment; and
    d. Protect local ecosystem health.

2. Focuses on the prevention of pest problems by working to reduce or eliminate conditions of property construction, operation and maintenance that promote or allow for the establishment, feeding, breeding and proliferation of pest populations or other conditions that are conducive to pests or that create harborage for pests;

3. Incorporates the use of sanitation, structural remediation or habitat manipulation or of mechanical, biological and chemical pest control measures that present a reduced risk or have a low-impact and, for the purpose of mitigating a declared pest emergency, the application of pesticides that are not low-impact pesticides;

4. Includes regular monitoring and inspections to detect pests, pest damage and unsanctioned pesticide usage;

5. Evaluates the need for pest control by identifying acceptable pest population density levels;

6. Monitors and evaluates the effectiveness of pest control measures;

7. Excludes the application of pesticides on a routine schedule for purely preventive purposes, other than applications of pesticides designed to attract or be consumed by pests;

8. Excludes the application of pesticides for purely aesthetic purposes;

9. Includes school staff education about sanitation, monitoring, inspection and pest control measures;

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[1] See ~~Model~~ Integrated Pest Management Program~~Plan~~ for Oregon Schools at . The program includes access to Resources & Forms including Model plans for large school districts and small school districts.~~http://www.ipmnet.org/tim/IPM_in_Schools/Model_School_IPM_Plan_Main_Page.html~~

10. Gives preference to the use of nonchemical pest control measures;

11. Allows the use of low-impact pesticides if nonchemical pest control measures are ineffective; and

12. Allows the application of a pesticide that is not a low-impact pesticide only to mitigate a declared pest emergency or if the application is by, or at the direction or order of, a public health official.

The district shall designate the Facilities Manager as the Integrated Pest Management Plan Coordinator[s] give them the authority for overall implementation and evaluation of the IPM plan.

Integrated Pest Management Plan Coordinator

The IPM Plan Coordinator[s] shall:

1. Attend not less than six hours of IPM training each year. The training shall include at least a general review of integrated pest management principles and the requirements of IPM as required by Oregon statute;

2. Ensure appropriate prior notices are given and posted warnings have been placed when pesticide applications are scheduled;

3. Oversee pest prevention efforts;

4. Ensure identification and evaluation of pest situation;

5. Determine the means of appropriately managing pest damage that will cause the least possible hazard to people, property and the environment;

6. Ensure the proper use and application of pesticide applications when non-pesticide controls have been unsuccessful;

7. Evaluate pest management results; and

8. Keep for at least four years following the application date, records of applied pesticides that include:

    a. A copy of the label;
    b. A copy of the Safety Data Sheet (SDS);
    c. The brand name and U.S. Environmental Protection Agency (USEPA)~~USEPA~~ registration number of the product;
    d. The approximate amount and concentration of pesticide applied;
    e. The location of where the pesticide was applied;
    f. The type of application and whether the application was effective;
    g. The name(s) of the person(s) applying the pesticide;
    h. The pesticide applicator's license numbers and pesticide trainee or certificate numbers of the person applying the pesticide;
    i. The dates and times for the placement and removal of warning signs; and
    j. Copies of all required notices given, including the dates the IPM Coordinator[s] gave the notices.

9. Respond to inquiries about the IPM plan and refer complainants to [Board policy KL - Public Complaints];~~:~~

10. Conduct outreach to district staff about the district's IPM plan.

END OF POLICY

Legal Reference(s):

ORS 634.116 ORS 634.700 - 634.750

Alsea School District 7J

Code: **EBBA**
Adopted: 11/18/15
Orig. Code: EBBA

First Aid**

In cases of sudden illness or injury to a student or staff member, first aid will be given by school staff. Further medical attention for a ~~to~~ student~~s~~ is the ~~parents'~~ responsibility of the student's parent(s),~~,~~ or of someone the parent(s) designate in the case of an emergency.

Superintendent/principal is charged with providing for the immediate care of ill or injured persons within his/her area of responsibility.

Staff members shall report self-administered first -aid treatment to an immediate supervisor.

In each district facility~~school~~, procedures for handling health emergencies will be established and made known to ~~the~~ staff. Each district facility~~school~~ and district~~school~~ vehicle will be equipped with appropriate first-aid supplies and equipment.

All employees are expected to know where first-aid supplies and equipment are kept in their work areas. Designated employees in each building shall hold current first-aid cards. In compliance with Oregon Administrative Rules, each school shall have, at a minimum, at least one staff member with a current first -aid card for every 60 students enrolled or an emergency response team per building. Such team shall consist of no less than six persons who hold current first-aid/CPR cards and who are trained annually in the district and building emergency plans. Names of the designated employees will be posted.

END OF POLICY

Legal Reference(s):

ORS 30.800

OAR 437-002-0042
OAR 437-002-0120 to -0139
OAR 437-002-0161
OAR 437-002-0360
OAR 437-002-0377
OAR 581-022-2050
OAR 581-022-2220
OAR 581-022-2225
OAR 581-053-0003(37)
OAR 581-053-0220(3)(B)(iii)
OAR 581-053-0320(5)(b)
OAR 581-053-0420(2)(f)(B)

Alsea School District 7J

Code: **EBBA-AR**
Revised/Reviewed: 11/18/15
Orig. Code(s): EBBA-AR

First Aid - Infection Control

Health services information about the transmission of diseases including AIDS and HBV[1] focuses on ~~"~~"body fluids"~~"~~ as a possible carrier of organisms that can infect others. The term includes drainage from cuts and scrapes, vomit, urine, feces, respiratory secretions (nasal discharge), saliva, semen and blood. While any contact with the body fluids of another person represents a risk, the level of risk is very low. The risk is increased if the fluid comes in contact with a break in the skin of another individual. Generally, simple, consistent standards and procedures of cleanliness minimize risk.

The following procedures are precautionary measures against the transmission of diseases. Prudent actions are to be employed by all staff and students. These actions should focus primarily on steps that students and staff members can take to ensure their own well-being.

Those who administer first aid, provide physical care or may otherwise incur occupational exposure to blood or other potentially infectious materials as determined by the district will be specifically protected through the district~~'~~'s Exposure Control Plan.

The following procedures are a review for all staff and students of appropriate hygienic and sanitation practices:

1. Standard precautions are to be followed at all times. Standard precautions require the assumption that staff and students approach infection control as if all direct contact with human blood and body fluids is known to be infectious for HIV, HBV and/or other bloodborne pathogens;

2. Whenever possible, students should be directed to care for their own minor bleeding injury. This includes encouraging students to apply their own band-aids~~bandaids~~. If assistance is required, band-aids~~bandaids~~ may be applied after the caregiver removes their~~removal of~~ gloves, if the caregiver will not come into contact with blood or wound drainage;

3. Food and Drug Administration (FDA) approved gloves are required for all tasks in which an individual may come into contact with blood or other potentially infectious materials. Such tasks include cleaning body fluid spills, emptying trash cans, handling sharps/containers, handling contaminated broken glass, cleaning contaminated equipment and handling contaminated laundry/clothing. This also includes assisting with any minor wound care, treating bloody noses, handling clothes soiled by incontinence, diaper changing and cleaning up vomit;

4. Immediate, complete and effective hand washing with soap and running water of at least 30 seconds duration should follow any first aid or health care given to a student or contact with potentially infectious materials;

[1] HIV - Human Immunodeficiency Virus; AIDS - Acquired Immune Deficiency Syndrome; HBV - Hepatitis B Virus

5. If exposure to blood or other potentially infectious materials occurs through coughing, any first-aid procedure, or through an open sore or break in the skin, thorough washing, preferably with germicidal soap, is necessary;

6. In the event hand-washing facilities are not readily available, thorough cleaning using an antiseptic cleanser and clean cloth/paper towels or antiseptic towelettes provided by the district as an alternative is necessary. In the event alternatives are used, hands must be washed with soap and running water as soon as feasible;

7. Contaminated work surfaces shall be decontaminated with an appropriate disinfectant after completion of procedures; immediately or as soon as feasible when surfaces are overtly contaminated or after any spill of blood or other potentially infectious materials; and at the end of the work shift if the surface may have become contaminated since the last cleaning. Clean surfaces with soap and water and then rinse with an Environmental Protection Agency (EPA) approved disinfectant[2] following labeling instructions for use, or a freshly made solution of one part bleach to nine parts water, and allow to air dry. These surfaces include equipment, counters, mats (including those used in physical education classes and athletic events), toys or changing tables;

8. An EPA-approved disinfectant must be used when cleaning fluids such as blood or vomit from the floor or other such contaminated surfaces;

9. Contaminated laundry such as clothing and towels must be placed and transported in bags and containers in accordance with the district~~'~~'s standard precautions. All such items must be laundered in hot or cold water and soap and placed in a dryer;

10. Needles, syringes, broken glassware and other sharp objects found on district property must not be picked up by students at any time, nor by staff without appropriate puncture-proof gloves or mechanical device such as a broom, brush and dust pan. Any such items found must be disposed of in closable puncture resistant, leakproof containers that are appropriately labeled or color-coded;

11. All wastebaskets used to dispose of potentially infectious materials must be lined with a plastic bag liner that is changed daily;

12. Gloves and repellent gowns, aprons or jackets are required for tasks in which exposure to blood or other potentially infectious materials can be reasonably anticipated to contaminate street clothing. Type and characteristics of such protective clothing will depend on the task. Such tasks may include diapering/toileting with gross contamination, assisting with wound care, sorting or bagging contaminated laundry/clothing and disposing of regulated waste with gross contamination;

13. Maximum protection with gloves, face and/or eye protection and gowns is required whenever splashes, spray, spatter or droplets of blood or other potentially infectious materials may be generated and eye, nose or mouth contamination can be reasonably anticipated. Such tasks may include feeding a student with a history of spitting or forceful vomiting and assisting with severe injury and wound with spurting blood;

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[2] ~~[Disinfectants which can be used include Lysol, Purex, Clorox, Tough Act bathroom cleaner, Dow bathroom cleaner, Real Pine liquid cleaner, Pine Sol, Spic and Span, Tackle liquid, Comet and other products with EPA numbers. Other disinfectants as recommended by the Center for Disease Control may be used.]~~.

14. If a first -aid situation occurs, students should report to a person in authority;- staff should report to a supervisor.

Additional Precautions

The following additional precautions should be applied in all school settings. These procedures will help prevent transmission of many infections in addition to HIV and HBV:

1. A sink with soap, hot and cold running water and disposable towels should be available close to the classroom;

2. Sharing of personal toilet articles, such as toothbrushes and razors, should not be permitted;

3. Skin lesions that may ooze blood or serum should be kept covered with a dressing;

4. Exchange of saliva by kissing on the mouth, by sharing items that have been mouthed and by putting fingers in others'' mouths should be discouraged.

Alsea School District 7J

Code: ~~EBBAB/GBEBAA/JHCCBA~~EBBAA
Adopted: 7/12/16
Orig. Code: EBBAB/GBEBAA/JHCCBA

Infection Control and Bloodborne Pathogens~~HBV/Bloodborne Pathogens~~

The Board recognizes that staff/students incur some risk of infection and illness each time they are exposed to blood or other potentially infectious materials. While the risk to staff~~/~~ and students of exposure to body fluids due to casual contact with individuals in the school environment is very low, the Board regards any such risk as serious.

Consequently, the Board directs adherence to standard precautions. Standard precautions require that staff and students approach infection control as if all direct contact with human blood and body fluids is known to be infectious for HIV, HBV and/or other bloodborne pathogens[1].

The district shall develop an Exposure Control Plan that includes infection control procedures, and procedures to minimize and eliminate exposure incidents to bloodborne pathogens.

Infection Control

Staff and students shall receive an annual in-service that includes correct procedures for cleaning up body fluid spills and for personal cleanup, appropriate disposal, immunization and personal hygiene, as well as the location and a content review of first-aid and clean-up kits. Kits shall be available for each room in the building and in each district vehicle.

In addition to an annual in-service, staff and students on a regular basis will receive HIV, AIDS and HBV information.

The information shall emphasize infection — how infection is spread as well as how it is not spread.

~~In order to reduce the risk to staff/students by minimizing or eliminating staff exposure incidents to bloodborne pathogens, the Board directs the superintendent to develop and implement an Exposure Control Plan. The plan shall be reviewed and updated at least annually and when necessary to reflect new or modified tasks and procedures which affect occupational exposure and to reflect new or revised employee positions with occupational exposure. The review and update shall also:~~

Bloodborne Pathogens

The Exposure Control Plan shall be reviewed and updated at least annually and when necessary to reflect new or modified tasks and procedures which affect occupational exposure and to reflect new or revised employee positions with occupational exposure. The review and update shall also:

[1] Bloodborne pathogens - pathogenic microorganisms that are present in human blood and can cause disease in humans. These include, but are not limited to, Hepatitis B virus (HBV) and Human Immunodeficiency Virus (HIV).

1. Reflect changes in technology that eliminate or reduce exposure to bloodborne pathogens;

2. Annually, document consideration and implementation of appropriate commercially available and effective safer medical devices designed to eliminate or minimize occupational exposure.

The plan shall include training followed by an offer of immunization with Hepatitis B vaccine and vaccination series for all staff who are required to provide first aid to students and/or for all staff who have occupational exposure as determined by the district. Training shall be provided at the time of initial assignment to tasks where occupational exposure may take place and at least annually thereafter. Personal protective equipment appropriate to job tasks shall be provided by the district. A postexposure evaluation and follow-up shall be made available to any employee sustaining an occupational exposure.

The district recognizes that, as required by Oregon Administrative Rule (OAR) 437-002-1030, employees who use medical sharps in the performance of their duties (e.g., administering injectable medicines to students, such as epinephrine and glucagon) must, at least annually, be provided with the opportunity to identify, evaluate and select engineering and work practice controls (e.g., sharps disposal containers, self-sheathing needles, safer medical devices, such as sharps with engineered sharps injury protections and needleless systems). The district will implement such work practice controls, as appropriate.

Documentation, including a sharps injury log, will be maintained as required by OAR 437-002-1035 and 437-002-1030(3).

The district will cooperate with the Oregon Department of Education, the Oregon Health Authority, Public Health Division, the local health department and the education service district in delivering HIV, AIDS and HBV education.

END OF POLICY

Legal Reference(s):

OAR 333-022-0415
OAR 437-002-0360
OAR 437-002-0377
OAR 437-002-1030
OAR 437-002-1035

Occupational Safety and Health Standards, Bloodborne Pathogens, 29 C.F.R. §1910.1030.

Alsea School District 7J

Code: **EBBB**
Adopted: 11/18/15
Orig. Code(s): EBBB

Injury/Illness Reports

All injuries/illnesses, sustained by the employee while in the actual performance of the duty of the employee, occurring on district premises, in district vehicles, at a district-sponsored activity or involving staff members who may be elsewhere on district business will be reported immediately to a supervisor. All accidents involving students, visiting public or district property will be reported immediately to a supervisor.

A written report will be submitted within 24 hours to the district~~'~~'s safety officer. Reports will cover property damage as well as personal injury.

In the event of a work-related[1] illness or injury to an employee resulting in overnight hospitalization for medical treatment[2] other than first aid, the district safety officer shall report the incident to~~inform~~ the Oregon Occupational Safety and Health Division (OR-OSHA). This~~A~~ report will be made within 24 hours after notification to the district of an illness or injury. Fatalities or catastrophes[3] shall be reported to OSHA within eight hours.

ALL injuries/illnesses sustained by an~~the~~ employee, while in the actual performance of the duty of the employee or by a student or visiting public will be promptly investigated. As a result of the investigation any corrective measures needed will be acted upon.

The district safety officer will maintain records and~~Monthly records will be maintained. An analysis of the data and trends will be made at least annually.~~

~~The Board will receive~~ reports on serious injuries/illnesses, including accidents involving district property or employees, students or visiting publics, and periodic statistical reports on the number and types of injuries/illnesses occurring in the district, as well as on the measures being taken to prevent such injuries/illnesses in the future.

The records will include monthly reporting information and an analysis of the data and trends will be conducted at least annually. Such reports will be submitted to the superintendent for review annually[4].

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[1] An injury or illness is work related if an event or exposure in the work environment caused or contributed to the condition or significantly aggravated a preexisting condition.

[2] Medical treatment includes managing or caring for a patient for the purpose of combatting disease or disorder. The following are not considered medical treatment: visits to a doctor or health-care professional solely for observation or counseling; diagnostic procedures including administering prescription medications used solely for diagnostic purposes; and any procedure that can be labeled first aid.

[3] A ~~"~~"catastrophe~~"~~" is an accident in which two or more employees are fatally injured, or three or more employees are admitted to a hospital or an equivalent medical facility.

[4] Annual reporting is required, but may occur more often.

END OF POLICY

Legal Reference(s):

ORS 339.309

OAR 437-001-0015
OAR 437-001-0700

OAR 437-001-0760
OAR 581-022-2225

Alsea School District 7J

Code: **EBC/EBCA**
Adopted: 6/13/17
Orig. Code: EBC/EBCA

Emergency Procedures and Disaster Plans

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

The district's emergency procedures plan will meet the standards of the State Board of Education.

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

In the case of long-terma disruption to district operations as a result of a pandemic flu, declared public health emergency or other catastrophe, the district emergency plan shall at a minimum include the following:

1. Who is in charge of the district plan;
2. What steps the district will take to stop the spread of disease;
3. How sick students will be identified;
4. Transportation plan for sick students;
5. Disease containment measures for the district;
6. Communication plan for staff, students and, parents;
7. Continuing education plan for students;
8. Procedures for dealing with student privacy rights;
9. Employee leave procedures during a pandemic flu or other catastrophe;
10. Employee pay and benefit plan and procedures;
11. Facility utilization by other agencies procedures;
12. Business operations plan for offsite operation or alternative measures.

END OF POLICY

Legal Reference(s):

ORS 192.660(2)(k)
ORS 332.107
ORS 433.260
ORS 433.441
OAR 437-002-0161
OAR 581-022-2030(3)(c)
OAR 581-022-2220
OAR 581-022-2225

Alsea School District 7J

Code: **EBCB**
Adopted: 6/13/17
Orig. Code: EBCB

Emergency Drills and Instruction

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

All schools are required to instruct and drill students on emergency procedures so that students can~~may~~ respond to an emergency without confusion and panic. The emergency procedures shall include drills and instruction on fires, earthquakes, which shall include tsunami procedures in a tsunami hazard zone~~,~~ and safety threats. Instruction on fires, earthquakes and safety threats and drills for students, shall be conducted for at least 30 minutes each school month.

Fire Emergencies

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

Earthquake Emergencies

At least two drills on earthquakes shall be conducted each year.[1]

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

Safety Threats

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

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

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

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

[1] This is required language for a district not in a tsunami hazard zone.

END OF POLICY

Legal Reference(s):

ORS 192.660(2)(k)
ORS 336.071
ORS 476.030(1)
OAR 581-022-2225

OREGON STATE FIRE MARSHAL, OREGON FIRE CODE (2014).

Alsea School District 7J

Code: **EBCD**
Adopted: 11/18/15
Orig. Code: EBCD

Emergency School Closures**

In case of hazardous or emergency conditions, the superintendent may alter district and transportation~~bus~~ schedules as are appropriate to the particular condition~~emergency~~. Such alterations include closure of all schools~~the district facilities~~, closure of selected schools or grade levels, delayed openings of schools~~the district facilities~~ and early dismissal of students.

The superintendent will develop and maintain such plans and procedures as are necessary to carry out alternate school~~district~~ and bus schedules.

At the beginning of each school year students~~Students~~, parents and staff will be informed of ~~at the beginning of each school year as to~~ the procedures ~~that will be~~ used to notify them in case of an emergency closure.

END OF POLICY

Legal Reference(s):

OAR 437-002-0360
OAR 437-002-0377
OAR 581-022-2225
OAR 581-022-2320
OAR 581-053-0004

Alsea School District 7J

Code: **EEA**
Adopted: 11/18/15
Orig. Code(s): EEA

Student Transportation Services

School transportation services will be provided for students to and from school and for transporting students to and from curricular and extracurricular activities sponsored by the district transporting from one school or facility to another, school-sponsored field trips that are extensions of classroom learning experiences. Transportation will be provided for homeless students to and from the student~~'~~'s school of origin[1] as required by the Every Student Succeeds Act (ESSA). Services~~No Child Left Behind Act of 2001 (NCLBA). These services~~ shall be provided throughout the regularly scheduled year and during the regular school day as determined by the superintendent.

Students living within specified attendance boundaries shall receive transportation services to their respective schools. In addition, students, including those receiving special education, may be eligible for transportation for health or safety reasons.

Miles from school will be determined by the superintendent or designee in accordance with Oregon Administrative Rule (OAR) 581-023-0040 (1)(e~~c~~).

The district may use Type 10 School Activity Vehicles to transport students from home to school, school to home and from district-sponsored activities.

The district may also provide transportation using federal funds[2] or through cooperative agreements with local victims assistance units for a student to attend a safe district school[3] out of the student~~'~~'s attendance area for any student who is a victim of a violent criminal offense occurring in or on the grounds of the school the student attends or the student attends a school identified as persistently dangerous.

If there are no other schools within the district a student may transfer to, the district may establish a cooperative agreement with other districts in the area for a transfer. Transportation for students who transfer for such purposes will be provided in accordance with the agreement.

Students attending any private, parochial or public charter school under the compulsory school attendance laws will, where the private, parochial or public charter school is along or near the bus route, be provided equally the riding privileges given to public school students.

Transportation will be provided for students whose parent or guardian voluntarily placed the child outside the child~~'~~'s home with a public or private agency and who is living in a licensed, certified or approved

[1] ~~"~~"~~ 1~~"~~"School of origin~~"~~" means the school that a~~the~~ student attended when permanently housed or the school in which the student was last enrolled. When the student has completed the final grade served by the school of origin, the term ~~"~~"school of origin~~"~~" shall include the designated receiving school at the next grade level for all feeder schools.

[2] ~~"~~"Federal~~ 2Federal~~ funds~~"~~" means funds available through Title IV, Part A, and Title V, Part A.

[3] If~~ 3If~~ there is not another school in the district to which students can transfer, districts are encouraged, but not required, to explore other appropriate options, i.e., an agreement with a neighboring district.

substitute care program, and whose residency is established pursuant to Oregon Revised Statute (ORS) 339.134.

Preschool students with disabilities who have transportation as a related serviceservices and children from birth to age three who are enrolled in an eligible program shall be provided home to school transportationtransport.

A seat that fully supports each person and meets the minimum standards and specifications of law will be provided at all times. A person who weighs 40 pounds or less must be properly secured with a child safety system that meets the minimum standards and specifications established by the Oregon Department of Transportation under Oregon Revised Statute (ORS) 815.055. A person over 40 pounds or who has reached the upper weight limit for theat he forward-facing car seat must use a booster seat until they arehe\she is four feet nine inches tall or age eight and the adult belt properly fits.[4] A person who is taller than four feet nine inches or eight years of age or older must be properly secured with a safety belt or harness that meets the requirements under ORS 815.055. In accordance with ORS 811.210 and 811.215 vehicles in excess of 10,000 pounds used for student transportation are exempt from statutory requirements unless they have been equipped with lap belts. Vehicles in excess of 10,000 pounds that have been equipped with lap belts must meet child car seat requirements as set forth in law.

School buses carrying students will be considered extensions of the school experience. All students using school transportation will abide by the code of conduct posted in each school bus. Violations of such code, as well as other conduct which is improper or which jeopardizes the safety of self or others, will be reported by the school bus driver to the transportation supervisor. The transportation supervisor will, as soon as possible, inform the superintendent of such occurrence. Violators may be denied use of transportation for a period of time as deemed proper by the superintendent and transportation supervisor.

The superintendent or designee shall ensure transportation officials and drivers receive notification of students having special medical or behavioral protocols identified in student records.

Appropriate training related to specific protocols, including confidentiality requirements, will be provided to drivers.

~~The school bus driver will be responsible for the school bus at all times from departure until return. The driver will not participate in any activities that might impair his/her driving abilities.~~

Aides or assistants that ride a school bus shall receive training on emergency procedures and their role in the safe transportation of all students on the bus.

The school bus– driver will be responsible for the school bus or vehicle at all times from departure until return. The driver will not participate in any activities that might impair their driving abilities.

The district will comply with all state and federal laws and regulations pertaining to school bus transportation.

END OF POLICY

[4] – ~~“~~“Proper fit~~”~~” means the lap belt of the safety belt or safety harness is positioned low across the thighs and the shoulder belt is positioned over the collarbone and away from the neck.

Legal Reference(s):

ORS 327.006
ORS 327.033
ORS 327.043
ORS 332.405
ORS 332.415
ORS 339.240 - 339.250
ORS 343.155 - 343.246
ORS 343.533
ORS 811.210
ORS 811.215
ORS 815.055
ORS 815.080
ORS 820.100 - 820.190

OAR 581-021-0050 - 0075
OAR 581-022-2345
OAR 581-023-0040
OAR 581-053-0002
OAR 581-053-0003
OAR 581-053-0004
OAR 581-053-0010
OAR 581-053-0031
OAR 581-053-0040
OAR 581-053-0053
OAR 581-053-0060
OAR 581-053-0070
OAR 581-053-0210
OAR 581-053-0220
OAR 581-053-0230
OAR 581-053-0240
OAR 735-102-0010

Senate Bill 905 (2019)

Every Student Succeeds Act of 2015, 20 U.S.C. §§ 6315, 7912 (2018).
McKinney-Vento Homeless Assistance Act, 42 U.S.C. §§ 11431-11435 (2012).

Alsea School District 7J

Code: **EDC/KGF**
Adopted: 7/12/16
Orig. Code: EDC/KGF

Authorized Use of District Equipment and Materials

District materials and equipment will be used only for school purposes by district personnel on district properties.

Exceptions to this policy must be approved by the superintendent and authorized use shall be consistent with Oregon Revised Statute (ORS) Chapter 244.

In all cases of public use, equipment shall not be used for private financial gain. An equipment use form must be submitted and approved, and all conditions outlined on the attached district equipment list must be adhered to. There are no equipment use fees. In the event of excessive damage, a fee will be determined according to repair or replacement costs. Transportation of borrowed equipment will be the user's responsibility.

END OF POLICY

Legal Reference(s):

ORS Chapter 244 ORS 332.107 OAR 584-020-0040

OREGON GOVERNMENT ETHICS COMM'N, OR. GOV'T ETHICS LAW, A GUIDE FOR PUBLIC OFFICIALS (2008).

Alsea School District 7J

Code: **ECACB**
Adopted: 5/13/21
Orig. Code(s): ECACB

Unmanned Aircraft System (UAS) a.k.a. Drone

Any employee, volunteer, or representative of the district operating an unmanned aircraft system (UAS) shall do so in accordance with this policy, ~~and~~ all applicable Federal Aviation Administration (FAA) and Oregon Department of Aviation (ODA) regulations and local laws. ~~.~~

~~An "unmanned aircraft system" (UAS) means an unmanned flying machine, commonly known as a drone, and its associated elements, including communication links and the components that control the machine.~~ A small unmanned aircraft, as defined by law, may be operated by the district. A small unmanned aircraft must weigh less than 55 pounds, including the weight of anything attached to or carried by the aircraft and must be registered through the FAA and ODA. The district will register as a user of such with ODA.

Publicly supported kindergarten through grade 12 school programs and publicly-supported entities that support K-12 schools or after school K-12 programs are exempt from the requirement to pay the ODA registration fee.

The district recognizes the academic value of student operation of a UAS as one component of curricula pertaining to principles of flight, aerodynamics and airplane design and construction, ~~which~~ and can also serve as an academic tool in other areas such as television, film production or the arts in general.

~~Therefore, in compliance with the Federal Aviation Administration Modernization and Reform Act of 2012, Section 336, students may operate a UAS as part of a course requirement, as long as that student does not receive compensation directly or incidentally from such operation. District staff teaching a class that allows use of a UAS may provide limited assistance to a student operating a UAS, provided the student maintains operational control of the model aircraft such that the staff member's manipulation of the model aircraft's controls is incidental and secondary to the student's. The staff member's de minimis participation must be limited to the student's operation of the UAS as part of the course.~~
Prior to operating a UAS, the district will review all airspace, certification, registration, and other requirements. When operating in the National Airspace System (NAS), the supervisor (instructor/teacher) of the educational UAS shall hold a current pilot certification described in 14 C.F.R. Part 107 or have a Certificate of Authorization as described in 49 U.S.C. § 44801, so any student(s) can fly under their direct supervision, and to be in compliance with current FAA[1] regulations. District staff will not operate more than one UAS at the same time.

District employees shall work with administrators to ensure that proper insurance, registration as required by~~with both~~ FAA and ODA, reporting to FAA,~~ODA~~ and authorization from district administration are in place prior to use as a part of the district's~~adoption of~~ curriculum ~~that allows operation of a UAS~~.

[1] https://www.faa.gov/uas/educational_users/

A UAS shall be operated in accordance with the policies of the Oregon School Activities Association (OSAA)[2] at OSAA -sanctioned events.

A student in violation of this policy may be subject to disciplinary action, up to and including suspension and/or expulsion.

A staff member in violation of this policy may be subject to disciplinary action, up to and including dismissal.

All data gathered by the district as part of a UAS operation will belong to the district. The data gathering by the district will follow appropriate state and federal laws. Retention of such data will follow state and federal laws.

The superintendent shall develop procedures for the implementation of this policy.

The district shall post a copy of this policy, associated procedures and a copy of Oregon Revised Statute (ORS) 192.501 on the district's website.

The district will report accidents involving a UAS to FAA no later than 10 calendar days after the accident when it involves:

1. Serious injury to any person or any loss of consciousness; or

2. Damage to any property, other than the small UAS, unless the cost of repair (including materials and labor) does not exceed $500, or the fair market value of the property does not exceed $500 in the event of total loss.

Third Party Use

Third party use of a UAS on district property or at district-sponsored events or activities on district property for any purpose is prohibited, unless granted permission from the superintendent or designee.

If permission is granted by the superintendent or designee, the third party operating a UAS will comply with all FAA and ODA registration and use regulations and shall provide the following to the district:

3. Proof of insurance that meets the liability limits established by the district;

4. Proof of UAS~~Appropriate~~ registration and authorization (including a certificate identified in 14 C.F.R. Part 107 or a Certificate of Authorization described in 49 U.S.C. § 44801) issued by ~~the~~ FAA, and proof of user registration with ODA when required[3]; and

5. A signed agreement holding the district harmless from any claims of harm to individuals or damage to property.

END OF POLICY

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[2] ~~http://www.osaa.org/governance/handbooks/osaa #87~~

[3] A public body, as defined in ORS 174.109, operating an unmanned aircraft system must register as a user with ODA. (ORS 837.360)

Legal Reference(s):

ORS 164.885
ORS 174.109
ORS 192.345
ORS 837.300 - 837.390
ORS 837.995
OAR 738-080-0015 - 080-0045
Senate Bill 581 (2019)

Federal Aviation Administration Reauthorization Act of 2018, 49 U.S.C. §§ 44801-44810 (2012).
Small Unmanned Aircraft Systems, 14 C.F.R. Part 107 (2018).
Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (2018).
OREGON SCHOOL ACTIVITIES ASSOCIATION HANDBOOK.

Alsea School District 7J

Code: **ECAB**
Adopted: 11/18/15
Orig. Code: ECAB

Vandalism/Malicious Mischief

Students and patronscitizens are urged to cooperate in reporting any incidents of vandalism, /malicious mischief or theft and the name or names of the person or persons believed to be responsible.

Each district employee will report to the superintendent or other person in authority incidents of vandalism, /malicious mischief or theft and the name of the person or persons responsible, if known.

The superintendent will submit a report of any incidents of to the Board regarding major vandalism, /malicious mischief, theft or damage to district property.

The district may offer a reward to an individual(s) who provides information that results in the apprehension of a person(s) guilty of vandalism, /malicious mischief, theft or other criminal acts against the district. The amount of reward shall be determined by the superintendent on a case -by -case basis within any guidelines set by the Board.

The superintendent is authorized to sign a criminal complaint and to press charges against those committing acts of vandalism or /malicious mischief against district property or. Because incidents of willful or malicious abuse, destruction, defacing and theft of district property. It are clearly contrary to the best interests of the district and injurious to the rights and welfare of the entire community, it is the policy of the Board to seek all legal remedies against persons found to have committed such acts. Full restitution for the damage will be sought from such persons, or, in the case of minors, from their parents. Until such fees or restitutions are paid, certain restrictions and/or penalties may be imposed. Records requested by another district to determine a student's appropriate placement may not be withheld.

A studentStudents who willfully destroysdestroy district property through vandalism, /malicious mischief, theft or arson, who commitscommit larceny or who createscreate a hazard to the safety of other people on district property will be disciplined in accordance with state law and the Board's policiespolicy on student suspensions and expulsions[1] and referred to law enforcement authorities.

Any staff member who fails to report such an act, or willfully destroys district property through vandalism, malicious mischief, theft or arson, who commits larceny or who creates a hazard to the safety of other people on district property will be disciplined, up to and including dismissal and referred to law enforcement.

The district is not liable or responsible for personal property brought onto district property.

END OF POLICY

[1] Use of suspension or expulsion as discipline for a student in violation of this policy is limited to criteria found in Oregon Revised Statute (ORS) 339.250.

Legal Reference(s):

ORS 30.765
ORS 164.345
ORS 164.365
ORS 326.575
ORS 332.107
ORS 339.240
ORS 339.250
ORS 339.270
ORS 419C.680

Alsea School District 7J

Code: **EEAB**
Adopted: 11/18/15
Orig. Code(s): EEAB

School Bus Scheduling and Routing

OSBA has removed this policy from its samples

Actual bus stops and routes will be determined by the transportation supervisor and will be based upon efficiency, safety, Board policy and applicable state and federal laws and rules.

The determination of safe roads for school bus travel will be made by the transportation supervisor.

The superintendent will:

1. Annually review and assess school bus routes, stops and loading zones for safety, changing student population and supervision of students;

2. Advise parents of any changes in transportation policy affecting their students as early as possible and be responsive to parents' calls for assistance in seeking alternatives to busing; and

END OF POLICY

Legal Reference(s):

ORS 332.405

OAR 581-023-0040
OAR 581-053-0004

OAR 581-053-0031

Alsea School District 7J

Code: **EEAB-AR**
Adopted: 11/18/15
Orig. Code: EEAB-AR

School Bus Scheduling and Routing

School bus routes will be planned and organized to ensure student safety and receive the maximum bus use efficiency.

1. Student safety shall always be the major part of any route decision.
2. Bus routing will be the responsibility of the transportation supervisor, or delegated representative, with the administrator's help as required.
3. Anyone requesting a route change must be referred to the transportation supervisor or representative responsible.
4. Route conditions will be reviewed routinely for possible upgrading of service.
5. Routes will be planned to ensure the least possible amount of time elapsing from first pick-up to school, commensurate with economical efficiency.
6. Bus routes shall traverse only those roads which are city, county, state or federal roads at the school district's discretion.
7. Students living within one mile of school may be transported for health safety and disability reasons when an approved supplemental plan is on file.
8. Secondary students eligible for bus transportation may be expected to walk up to one mile to a bus stop once the student is on city, county, state or federal roads. Elementary students may be expected to walk up to one-half mile to a bus stop.
9. A seat space shall be provided for each student. Students must not stand.
10. Students may be transferred directly from one bus to another while being transported to and from school as long as no safety hazard is involved.
11. Where feasible, bus stops will be designated and students will be expected to gather at the assigned stop.
12. Transportation of students for non-school group activities during regular school to home routes shall, in order to ensure adequate space, obtain prior approval from the transportation supervisor.
13. Staff members and patrons may, with written administrative approval, use transportation routes if load conditions permit. A liability release must be signed prior to authorization.

Alsea School District 7J

Code: **EEAC**
Adopted: 11/18/15
Orig. Code: EEAB

School Bus Safety Program

The director of transportation will ensure instruction for all students in school bus safety and emergency evacuation procedures is provided. Drivers shall assist in the instruction.

Students who are regularly transported by the district shall receive the following instruction within the first six weeks of each half of each ~~the~~ school year:

1. Safe school bus riding procedures, including but not limited to loading, unloading and~~,~~ crossing ~~etc~~;

2. Use of emergency exits; and

3. Planned and orderly evacuation of the school bus in case of emergency, including participation in actual evacuation drills.

Students who are not regularly transported by the district will be given the following instruction at least once in the first half of each school year:

1. Safe school bus riding procedures, including but not limited to loading, unloading and crossing; and

2. Use of emergency exits.

The district will document and maintain records of the content and dates of instruction.

Buses will not exceed vehicle design capacity for seating at any time unless an unforeseen or unusual circumstance arises. Passengers will be provided a seat that fully supports them. A seat that fully supports each person and meets the minimum standards and specifications of law will be provided at all times. A person who weighs 40 pounds or less must be properly secured with a child safety system that meets the minimum standards and specifications established by the Oregon Department of Transportation under Oregon Revised Statute (ORS) 815.055. A person over 40 pounds or who has reached the upper weight limit for the forward-facing car seat must use a booster seat until they are four feet nine inches tall or age eight and the adult belt properly fits.[1] A person who is taller than four feet nine inches or eight years of age or older must be properly secured with a safety belt or harness that meets the requirements under ORS 815.055. In accordance with ORS 811.210 and 811.215, vehicles used for student transportation in excess of 10,000 pounds are exempt from this requirement unless they have been equipped with lap belts. Vehicles in excess of 10,000 pounds that have been equipped with lap belts must meet child car seat requirements as set forth in law.

[1] "Proper fit" means the lap belt of the safety belt or safety harness is positioned low across the thighs and the shoulder belt is positioned over the collarbone and away from the neck.

During adverse weather conditions, the superintendent may alter bus schedules or temporarily suspend bus services. The superintendent or ~~his/her~~ designee will advise local radio stations and other media of any changes in bus schedules or services.

In the case of emergency or disaster, evacuation of students will be carried out according to the district~~'~~'s emergency plan.

An accident review board will study accidents involving district buses and will make recommendations to avoid similar accidents.

END OF POLICY

Legal Reference(s):

ORS 811.210
ORS 811.215
ORS 815.055
ORS 815.080
ORS 820.100 to -820.190

OAR 437-002-0220 to -0227
OAR 581-022-2225
OAR 581-053-0002
OAR 581-053-0003
OAR 581-053-0004
OAR 581-053-0010
OAR 581-053-0021
OAR 581-053-0031
OAR 581-053-0210
OAR 581-053-0240
OAR 581-053-0310
OAR 581-053-0320
OAR 581-053-0330
OAR 581-053-0340
OAR 581-053-0410
OAR 581-053-0420
OAR 581-053-0430
OAR 581-053-0440
OAR 581-053-0445
OAR 581-053-0510
OAR 581-053-0520
OAR 581-053-0530
OAR 735-102-0010

Alsea School District 7J

Code: **EEACC**
Adopted: 11/18/15
Orig. Code(s): EEACC

Student Conduct on School Buses

The following regulations will govern student conduct on school buses and Type 10 School Activity Vehicles if used for transporting students from home to school, school to home and to and from district-sponsored activities and will be posted in a conspicuous place in all buses:

1. Students being transported are under authority of the bus driver;

2. Fighting, wrestling or boisterous activity is prohibited on the bus;

3. Students will use the emergency door only in case of emergency;

4. Students will be on time for the bus, both morning and evening;

5. Students will not bring firearms, weapons or other potentially hazardous material on the bus;

6. Students will not bring animals, except approved service~~assistance guide~~ animals, on the bus;

7. Students will remain seated while the bus is in motion;

8. Students may be assigned seats by the bus driver;

9. When necessary to cross the road, students will cross in front of the bus or as instructed by the bus driver;

10. Students will not extend their hands, arms or heads through the bus windows;

11. Students will have written permission to leave the bus other than for home or school;

12. Students will converse in normal tones; loud or vulgar language is prohibited;

13. Students will not open or close windows without permission of the driver;

14. Students will keep the bus clean and must refrain from damaging it;

15. Students will be courteous to the driver, fellow students and passersby;

16. Students who refuse to promptly obey the directions of the driver or refuse to obey regulations may forfeit their privilege to ride on the buses.

The superintendent will establish other administrative regulations as necessary for the safe conduct of students riding district school buses or other forms of district transportation and for disciplinary procedures. Such regulations will be available to all parents and students and posted in each school bus or other district vehicle.

Students who violate bus rules of conduct may be denied the use of district transportation.

END OF POLICY

Legal Reference(s):

ORS 339.240
ORS 339.250
ORS 820.100 to -820.190

OAR 581-021-0050 to -0075
OAR 581-023-0040
OAR 581-053-0002
OAR 581-053-0003

OAR 581-053-0004
OAR 581-053-0010
OAR 581-053-0210

Letter Opinion, Office of the OR Attorney General (Nov. 22, 1988).

Alsea School District 7J

Code: **EEAD**
Adopted: 11/18/15
Orig. Code(s): EEAD

Special Use of School Buses

Although the primary purpose of school buses is to transport district students, the district may also provide transportation services to non-school groups, nonpublic organizations, staff or patrons for field trips, school-related or non-school-related activities with prior written approval by the superintendent and transportation supervisor. The district may contract with other public or nonpublic entities to provide transportation services to persons other than district students.

Individuals or groups requesting to use district transportation will complete a form and submit it to the district office. Before final approval, special use of district transportation will also require a signed liability release prior to district authorization.

Approval or denial will be based on capacity, routes, local conditions, adequate supervision, scheduling or other factors deemed appropriate by the superintendent and transportation supervisor.

To help the district ensure the safe operation of district transportation, passengers will be notified of conduct requirements and rules of conduct will be posted in a conspicuous place on the school bus. A passenger may be denied future use of district transportation for violating a rule of conduct.

END OF POLICY

Legal Reference(s):

ORS 332.405 to -332.427
ORS 801.460
ORS 811.215

OAR 581-023-0040
OAR 581-053-0002
OAR 581-053-0004

OAR 581-053-0031
OAR 581-053-0210
OAR 581-053-0230

Alsea School District 7J

Code: **EEAE**
Adopted: 11/18/15
Orig. Code: EEAE

Student Transportation in Private Vehicle

Transportation of students will be by the district''s transportation system or by a district employee's vehicle, properly insured, except as provided as follows.

Parents, employees and other designated adults may be permitted to use private vehicles to transport students other than their own ~~children~~ on field trips or other school activities if the following conditions have been met prior to the activity:

1. The district administrator has approved the activity;

2. A permission slip signed by the~~each~~ student's parent(s) has been received by the principal or ~~his/her~~ designee, granting permission for the student to participate in the field trip/activity and to ride in a privately-owned vehicle;

3. The parent, employee or other adult driving the vehicle~~automobile~~ is properly licensed to drive and has ~~the~~ provided proof of insurance. Such insurance shall meet or exceed minimum requirements as established by ~~required in~~ the state~~State~~ of Oregon and as set by the district;

4. The vehicle contains an adequate number of seat restraints, including when applicable, a child safety system for a child who weighs less than 40 pounds, regardless of age, and the adult driver requires their use. The child safety system must elevate the person so that a safety belt or safety harness properly fits the individual and meets the minimum standards and specifications of law. A person over 40 pounds or who has reached the upper weight limit for the forward-facing car seat must use a booster seat until the person is four feet nine inches tall or age eight and the adult belt properly fits.[1] ~~.~~ A person who is taller than four feet nine inches or eight years of age or older must be properly secured with a safety belt or harness that meets the requirements under Oregon Revised Statute (ORS) 815.055. Training in the proper installation and use of child safety system may be required.

The district will develop procedures to implement this policy.

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 801.455
ORS 811.210
ORS 815.055
ORS 815.080

OAR 735-102-0010

[1] "Proper fit" means the lap belt of the safety belt or safety harness is positioned low across the thighs and the shoulder belt is positioned over the collarbone and away from the neck.

Alsea School District 7J

Code: **EEAE-AR**
Revised/Reviewed: 11/18/15
Orig. Code(s): EEAE-AR

Proof of Vehicle Liability Insurance

(For Volunteers)

Dear _____,

You have agreed to transport students of the district to a field-trip function or for some other school-approved purpose. Please be aware that in the event of an accident, your insurance will provide primary coverage. In order to serve as a volunteer driver, you will be required to provide proof of vehicle liability insurance. Your insurance must meet or exceed minimum requirements as established by the state of Oregon and as set by the district.

Please COMPLETE the following information, providing information requested. SIGN where indicated and RETURN to the school office four working days PRIOR TO THE DATE OF THE EVENT.

Insurance Company Name: _____ Expiration Date: _____
(not agent's name)

Policy Number: _____

Policy Limits: _____

Current minimum limits are: $55,000 per person and $100,000 per accident for bodily injury; $20,000 per accident for property damage; $50,000 per person and $100,000 per accident for uninsured motorist coverage; and $30,000 per accident for personal injury protection.

Date of Birth: _____ Oregon Driver License No.: _____

Signature: _____ Date: _____

Parent/Volunteer Name (as it appears on your driver license): _____

Address:_____

_____

Daytime Phone: _____

Return form to fiscal officer. If you do not have required coverage, you will not be allowed to transport students. (Insurance companies may increase coverage for specific dates.)

Alsea School District 7J

Code: **EEBB**
Adopted: 11/18/15
Orig. Code: EEBB

Use of Private Vehicles for District Business

The Board discourages the use of private vehicles for district~~school~~ business, including the transportation of students. Staff~~District staff~~ will use district-owned vehicles whenever possible and should schedule activities and transportation far enough in advance to avoid any nonemergency use of private vehicles.

The superintendent will develop regulations~~procedure~~ for staff use of private vehicles that will safeguard the district, its employees and students in matters of safety, insurance and liability. The Board will review such regulations at least annually.

No staff member will use a private vehicle for district business, including the transportation of students, without approval in accordance with established district procedures. Authorization to use a private vehicle must be obtained before actual use of the vehicle. Staff members who are authorized to use a private vehicle on district business will be reimbursed in an amount established by the Board.

At least two staff members must accompany a student being transported in a private vehicle.

A student will not be allowed to perform district~~school~~ business with ~~his/her~~ their own vehicle~~automobile~~ or a staff member's vehicle. ~~automobile. Any student so authorized must obtain prior written approval from the superintendent or designee.~~

END OF POLICY

Legal Reference(s):

ORS 30.260 to -30.265
ORS 332.107
ORS 801.455
ORS 811.210
ORS 815.055
ORS 815.080
OAR 735-102-0010

Alsea School District 7J

Code: **EFA**
Adopted: 6/13/17
Orig. Code(s): EFA

Local Wellness Program
(Version 1)

See updated version

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

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

The input of staff (including, but not limited to, physical education and school health professionals), students, parents, the public, the Board, school administrators, representatives of the school food authority and public health professionals will be encouraged in the development of wellness policy. The superintendent or designee will develop guidelines as necessary to implement the goals of the local wellness plan and ensure compliance of such policy.

WELLNESS POLICY IMPLEMENTATION, MONITORING, ACCOUNTABILITY AND COMMUNITY ENGAGEMENT

Implementation Plan

The district shall develop and maintain a plan to manage and coordinate the implementation of this wellness policy.

The plan will:

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

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

3. Include specific goals and objectives for nutrition standards for all foods and beverages available on the school campus, and in food and beverage marketing; and

4. Include specific goals and objectives for nutrition promotion and education, physical activity, physical education and other school-based activities that promote student wellness.

In an effort to measure the implementation of this policy, the Board designates the superintendent as the person who will be responsible for ensuring each school meets the goals outlined in this policy.

Record Keeping

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

1. The written wellness policy;

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

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

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

5. The most recent assessment on the implementation of the local wellness policy;

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

Annual Notification of Policy

The district will make available to the public annually, an assessment of the implementation, including the extent to which the schools are in compliance with policy, how the policy compares to model policy and a description of the progress being made in attaining the goals of the policy. The district will make this information available. The district will also publicize the name and contact information of the district or school official(s) leading and coordinating the policy, as well as information on how the public can get involved with the local wellness policy.

Triennial Progress Assessments

At least once every three years, the district will evaluate compliance with the local wellness policy, to assess the implementation of the policy and produce a triennial progress report that will include:

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

2. The extent to which the district's policy compares to model wellness policy; and

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

The district will actively notify households/families of the availability of the triennial progress report.

Revisions and Updating the Policy

The district will update or modify the local wellness policy based on the results of the triennial assessments and/or as district priorities change; community needs change; wellness goals are met; new health science, information and technology emerge; and new federal or state guidance or standards are

issued. The local wellness policy will be assessed and updated as indicated at least every three years following the triennial assessment.

Community Involvement, Outreach and Communications

The district will actively communicate ways in which the community can participate in the development, implementation and periodic review and update of the local wellness policy through a variety of means appropriate for the district. The district will also ensure that communications are culturally and linguistically appropriate to the community, and accomplished through means similar to other ways that the district and individual schools are communicating important school information with parents.

NUTRITION PROMOTION AND NUTRITION EDUCATION

Nutrition promotion and nutrition education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, by creating food environments that encourage healthy nutrition choices and by encouraging participation in school meal programs. Students and staff will receive consistent nutrition messages throughout the school environment. Nutrition promotion also includes marketing and advertising nutritious foods and beverages to students and is most effective when implemented consistently through a comprehensive and multi-channel approach by staff, teachers, parents, students and the community.

School Meals

All schools within the district participate in U.S. Department of Agriculture (USDA) child nutrition programs, administered through the Oregon Department of Education (ODE), including the National School Lunch Program (NSLP), the School Breakfast Program (SBP), Fresh Fruit & Vegetable Program (FFVP), Summer Food Service Program (SFSP). The district also operates additional nutrition-related programs and activities including Farm-to-School programs, school gardens, Breakfast in the Classroom, Mobile Breakfast carts or Grab 'n' Go Breakfast.

Staff Qualifications and Professional Development

All school nutrition program directors, managers and staff will meet or exceed hiring and annual continuing education/training requirements in the USDA Professional Standards for Child Nutrition Professionals.

Water

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

Competitive Foods and Beverages

All foods and beverages outside the reimbursable school meal programs that are sold to students on the school campus during the school day will meet or exceed the nutrition standards set by the USDA and the

Oregon Smart Snacks Standards[1]. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, school stores and snack or food carts.

Celebrations and Rewards

All foods offered on the school campus are encouraged to meet the nutrition standards set by the USDA and the Oregon Smart Snacks Standards. This includes, but is not limited to, celebrations, parties, classroom snacks brought by parents, rewards and incentives.

Fund Raising

Foods and beverages that meet or exceed the nutrition standards set by the USDA and the Oregon Smart Snacks Standards may be sold through fund raisers on the school campus during the school day.

Food and Beverage Marketing in Schools

Any foods and beverages marketed or promoted to students on the school campus during the school day will meet or exceed the nutrition standards set by the USDA and the Oregon Smart Snacks Standards. "Food and beverage marketing" is defined as advertising and other promotion in schools. Food and beverage marketing often includes an oral, written or graphic statement made for the purpose of promoting the sale of a food or beverage product made by the producer, manufacturer, seller or any other entity with a commercial interest in the product.

PHYSICAL ACTIVITY AND PHYSICAL EDUCATION

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

The Board realizes that a quality physical education program is an essential component for all students to learn about and participate in physical activity. The district will develop and assess student performance standards and program minute requirements[2] in order to meet the ODE's physical education content standards and state law[3].

At least 50 percent of the weekly physical education class time shall be devoted to actual physical activity. Instruction, provided by adequately prepared teachers, will meet the state adopted academic content standards for physical education (Oregon Revised Statute (ORS) 329.045). Teachers of physical education shall regularly participate in professional development activities.[4]]

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[1] Oregon Department of Education, ~~Oregon Smart Snacks Standards~~

~~[2] The physical education minute requirements, revised in Senate Bill 4 (2017), now have a two-year delay on implementation for elementary schools, and a four-year delay on implementation for middle schools.~~

~~[3] Ibid. p. 4~~

~~[4] This language is not required to be in policy, but this is a required action pursuant to ORS 329.496.~~

A student with a disability shall have suitably adapted physical education incorporated as part of their individualized education program (IEP) developed under ORS 343.151. A student who does not have an IEP but has chronic health problems, other disabling conditions or other special needs that preclude them from participating in regular physical education instruction, shall have suitably adapted physical education incorporated as part of their individualized health plan, developed by the district.[5]

Other Activities that Promote Student Wellness

The district will integrate wellness activities throughout the entire school environment, not just in the cafeterias, other food and beverage venues and physical activity facilities. The district will coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complimentary, not duplicated and work toward the same set of goals and objectives promoting student well-being, optimal development and strong educational outcomes.

END OF POLICY

Legal Reference(s):

ORS 327.531
ORS 327.537
ORS 329.496
ORS 332.107
ORS 336.423

OAR 581-051-0100
OAR 581-051-0305
OAR 581-051-0306
OAR 581-051-0310
OAR 581-051-0400

[5] ~~Ibid. p. 5~~

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

Alsea School District 7J

Code: EFA
Adopted:

Local Wellness
(Version 2)

Sean will review Have food services review this to address brackets

{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

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);

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

[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}

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
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] {The goals listed are not required, but 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.}

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;

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.

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[5] {The goals listed are not required, but 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.}

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.

[**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]. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, school stores, snack or food carts and fund raising.

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.

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

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:

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 225 minutes per school week;

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.]

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[7] {The goals listed are not required, but 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]}A student with a disability shall have suitably adapted physical education incorporated as part of their individualized education program (IEP) developed under ORS 343.151. A student who does not have an IEP but has chronic health problems, other disabling conditions or other special needs that preclude them from participating in regular physical education instruction, shall have suitably adapted physical education incorporated as part of their individualized health plan, developed by the district.]

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;

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

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);

[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

[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).

Alsea School District 7J

Code: **EFA-AR**
Adopted: 11/18/15
Orig. Code(s): EFA-AR

Local Wellness Program

This was moved into the new policy

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

Definitions

1. "Accompaniment foods" means food items served along with another food to enhance palatability such as butter, jelly, cream cheese, salad dressing, croutons and condiments.

2. "Combination foods" means products that contain two or more components representing two or more of the recommended food groups: fruit; vegetable; dairy; protein; or grains.

3. "Competitive foods" means any food or drink sold in competition with the National School Lunch Program (NSLP) and/or School Breakfast Program (SBP) during the school day.

4. "Dietary Guidelines for Americans" means the current set of recommendations of the federal government that are designed to help people choose diets that will meet nutrient requirements, promote health, support active lives and reduce chronic disease risks.

5. "Entree item" means an item that is either:

   a. A combination food of meat or meat alternate and whole grain rich food; or
   b. A combination food of vegetable or fruit and meat or meat alternate; or
   c. A meat or meat alternate alone with the exception of yogurt, low-fat or reduced fat cheese, nuts, seeds and nut or seed butters and meat snacks (such as dried beef jerky); or
   d. Grains only when served in the SBP.

6. "Food service area" means any area on school premises where NSLP or SBP meals are both served and eaten, as well as any areas in which NSLP or SBP meals are either served or eaten.

7. "Meal period" means the period(s) during which breakfast or lunch meals are served and eaten, and as identified on the school schedule.

8. "Nutrition education" means a planned sequential instructional program that provides knowledge and teaches skills to help students adopt and maintain lifelong healthy eating habits.

9. "Oregon Smart Snacks"[1] means the minimum nutrition standards for competitive foods and beverages.

[1] Oregon Department of Education, www.ode.state.or.us

a. Food items, including accompaniment foods, must:

(1) Be a grain product that contains 50 percent or more whole grains by weight or have as the first ingredient a whole grain (e.g., flour, flake or meal); or
(2) Have as the first ingredient, one of the non-grain major food groups: fruits; vegetables; dairy or protein foods (e.g., meat, beans, poultry, seafood, eggs, nuts, seeds); or
(3) Be a combination food that contains one-quarter cup of fruit and/or vegetable; or
(4) Have one of the food items above as a second ingredient if water is the first ingredient; or
(5) Contain 10 percent of the Daily Value of a nutrient of public health concern based on the most recent *Dietary Guidelines for Americans* (e.g., calcium, potassium, vitamin D or dietary fiber)[2]; and
(6) Meet all the competitive food nutrient standards:

(a) Calories:

(i) Snacks contain no more than:

1) 150 calories as packaged or served for elementary level;
2) 180 calories as packaged or served for middle school level;
3) 200 calories as packaged or served for high school level.

(ii) Entrees contain no more than 350 calories as packaged or served.

(b) Total fat: contains 35 percent or less of total calories from fat per item as packaged or served. Exemptions to the total fat standard are granted for reduced fat cheese and part-skim mozzarella cheese, nuts, seeds, nut or seed butters, products consisting of only dried fruit with nuts and/or seeds with no added nutritive sweeteners or fat and seafood with no added fat.
(c) Saturated fat: contains no more than 10 percent of total calories from saturated fat per item as packaged or served. Exemptions to the saturated fat standard are granted for reduced fat cheese and part-skim mozzarella cheese, nuts and products consisting of only dried fruit with nuts and/or seeds with no added nutritive sweeteners or fat.
(d) Transfat: contains 0 grams of trans fat per item as packaged or served.
(e) Sugar must be no more than 35 percent by weight. Exempt from the sugar standard are:

(i) Dried whole fruits or vegetables;
(ii) Dried whole fruit or vegetable pieces;
(iii) Dehydrated fruits or vegetables with no added nutritive sweeteners; and
(iv) Dried fruits with nutritive sweeteners that are required for processing and/or palatability purposes (i.e., cranberries, blueberries, tart cherries).

(f) Sodium:

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

(i) Snacks contain no more than 230 mg sodium[3] per item as packaged or served.
(ii) Entrees contain no more than 480 mg sodium per item as packaged or served.

(g) Caffeine free, except for naturally occurring trace amounts, for elementary and middle school level.
(h) Exempt from all nutrients standards on any day are:

(i) Fresh, canned and frozen fruits or vegetables with no added ingredients except water.
(ii) Fruit packed in 100 percent juice, extra light or light syrup.
(iii) Canned vegetables that contain a small amount of sugar for processing purposes.
(iv) Sugar-free chewing gum.

(i) Entrees in same or smaller portion served on the day or the day following in the National School Lunch or School Breakfast Programs are exempt from the nutrient standards for:

1) Calories;
2) Total fat;
3) Saturated fat;
4) Transfat;
5) Sodium; and
6) Sugar.

b. Beverages must be:

(1) For elementary level students:

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

(2) For middle school level students:

[3] On July 1, 2016, the sodium standard will reduce to 200 mg per item as packaged or served.

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

(3) For high school level students:

(a) Plain water, carbonated or uncarbonated, with portion size unlimited;
(b) Lowfat milk (unflavored), portion size not to exceed 12 ounces and 225 calories;
(c) Nonfat milk (including flavored), portion size not to exceed 12 ounces and 225 calories;
(d) Nutritionally equivalent milk alternatives, portion size not to exceed 12 ounces and 225 calories;
(e) Full strength fruit or vegetable juices, portion size not to exceed 12 ounces and 180 calories;
(f) Fruit and vegetable juice that is 100 percent juice diluted with water, carbonated or uncarbonated, and no added sugar or sweeteners with portion size not to exceed 12 ounces and 180 calories;
(g) Low or no calorie beverage is less than 5 calories per 8 ounce serving or less than or equal to 10 calories per 20 fluid ounces, portion size not to exceed 20 ounce serving;
(h) Other beverages are not to exceed 40 calories per 8 fluid ounces (or 60 calories per 12 fluid ounces) with portion size not to exceed 12 ounces.

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

10. "School day" means a student education day beginning at midnight and ending at the conclusion of afternoon student activities, such as athletic, music or drama practices, clubs, academic support and enrichment activities.

11. "Snack" means a food that is generally regarded as supplementing a meal and includes, but is not limited to, chips, crackers, onion rings, nachos, french fries, doughnuts, cookies, pastries, cinnamon rolls and candy.

Nutrition Promotion and Nutrition Education

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

1. Age-appropriate nutritional knowledge, including the benefits of healthy eating, essential nutrients, nutritional deficiencies, principles of healthy weight management, the use and misuse of dietary supplements, safe food preparation, handling and storage and cultural diversity related to food and eating;

2. Age-appropriate nutrition-related skills, including, but not limited to, planning a healthy meal, understanding and using food labels and critically evaluating nutrition information, misinformation and commercial food advertising; and

3. How to assess one's personal eating habits, set goals for improvement and achieve those goals.

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

1. Nutrition instruction is closely coordinated with the school's nutrition and food services operation and other components of the school health program to reinforce messages on healthy eating and includes social learning techniques. To maximize classroom time, nutrition concepts shall be integrated into the instruction of other subject areas where possible;

2. Links with nutrition service providers (e.g., qualified public health and nutrition professionals) are established to: provide screening, referral and counseling for nutritional problems; inform families about supplemental nutritional services available in the community (e.g., SNAP, local food pantries, summer food services program, child and adult care food program), and implement nutrition education and promotion activities for school staff, Board members and parents;

3. In keeping with the district's nutrition program goals, all classroom reward or incentive programs involving food items are reviewed for approval to ensure that the foods served meet the requirements of the district's nutrition policy and regulation (i.e., all foods served fit in a healthy diet as recommended in the *Dietary Guidelines for Americans*, and contribute to the development of lifelong healthy eating habits for the district's students);

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

Physical Education/Activity

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

1. Physical activity will be integrated across curricula and throughout the school day. Movement will be made a part of science, math, social studies and language arts;

2. Physical education will be a course of study that focuses on students' development of motor skills, movement forms and health related fitness;

3. Physical education courses will be the environment where students learn, practice and are assessed on developmentally appropriate motor skills, social skills and knowledge;

4. All physical education classes will be taught by highly qualified physical education instructors;

5. A daily recess period will be provided which will not be used as a punishment or a reward; and

6. Physical education instruction shall be a sequential, developmentally appropriate curriculum that is designed, implemented and evaluated to help students develop the knowledge, motor skills, self management skills, attitudes and confidence needed to adopt and maintain physical activity throughout their lives.

Nutrition Guidelines and Food Services Operation

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

1. The school encourages all students to participate in the school's NSLP and SBP meal opportunities;

2. The school notifies families of need-based programs for free or reduced-price meals and encourages eligible families to apply;

3. The school's NSLP and SBP maintains the confidentiality of students and families applying for or receiving free or reduced-priced meals or free milk in accordance with the National School Lunch Act;

4. The school's NSLP and SBP operates to meet dietary specifications in accordance with the Healthy, Hunger-Free Kids Act of 2010 and applicable state laws and regulations;

5. The school sells or serves varied and nutritious food choices consistent with the applicable federal government *Dietary Guidelines for Americans*. Schools contracting out the food service part of their NSLP and SBP shall form a nutrition advisory committee comprised of teachers, students and parents to assist in menu planning. A nutrition committee comprised of students, family members and school personnel will be encouraged to provide input in menu planning for districts operating their own food service component of the NSLP and SBP (i.e., food services purchasing, menu planning, food production and meal service). Cultural norms and preferences will be considered;

6. Food prices set by the district are communicated to students and parents. District pricing strategies will encourage students to purchase full meals and nutritious items;

7. Procedures are in place for providing to families, on request, information about the ingredients and nutritional value of the foods served;

8. Modified meals are prepared for students with special food needs:

    a. The district will provide substitute foods to students with disabilities upon written parental permission and a medical statement by a physician that identifies the student's disability, states why the disability restricts the student's diet, identifies the major life activity affected by the disability, and states the food or foods to be omitted and the food or choice of foods that must be substituted.
    b. Such food substitutions will be made for students without disabilities on a case-by-case basis when the parent submits a signed request that includes a medical statement signed by a physician, physician assistant, registered dietitian or nurse practitioner. The medical statement must state the medical condition or special dietary need that restricts the student's diet and

provide a list of food(s) that may be substituted in place of the lunch or breakfast menu being served.

9. Food service equipment and facilities meet applicable local and state standards concerning health, safe food preparation, handling and storage, drinking water, sanitation and workplace safety;

10. Students are provided adequate time and space to eat meals in a pleasant and safe environment. School dining areas will be reviewed to ensure:

    a. Tables and chairs are of the appropriate size for students;
    b. Seating is not overcrowded;
    c. Students have a relaxed environment;
    d. Noise is not allowed to become excessive;
    e. Rules for safe behavior are consistently enforced;
    f. Tables and floors are cleaned between meal periods;
    g. The physical structure of the eating area is in good repair;
    h. Appropriate supervision is provided.

11. The guidelines for reimbursable school meals shall not be less restrictive than regulations and guidance issued by the Secretary of Agriculture pursuant to subsections (a) and (b) of section 10 of the Child Nutrition Act (42 U.S.C. 1779) and sections 9(f)(1) and 17(a) of the Richard B. Russell National School Lunch Act (42 U.S.C. 1758(f)(1), 1766(a)), as those regulations and guidance apply to schools.

Other School-Based Activities

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

1. Sports;

2. Foodless fund raisers;

3. Assemblies which focus on wellness issues such as obesity and obesity-related diseases, healthy eating and the benefits of physical exercise;

4. The use of alternates to food as rewards in the classroom; and

5. Support groups for overweight students.

Competitive Food Sales

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

Accordingly, the district will select food items that meet the Oregon Smart Snacks nutrition standards.

The sale of foods and beverages in competition with the district's NSLP and SBP meals shall be permitted when all income from the food sales accrues to the benefit of the district's nutrition and food services operation or a school or student organization as approved by the Board.

Other Foods Offered or Sold

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

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

Staff Development

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

1. Personnel management;
2. Financial management and record keeping;
3. Cost- and labor-efficient food purchasing and preparation;
4. Sanitation and safe food handling, preparation and storage;
5. Planning menus for students with special needs and students of diverse cultural backgrounds;
6. Customer service and student and family involvement;
7. Marketing healthy meals;
8. Principles of nutrition education, including selected curriculum content and innovative nutrition teaching strategies; and
9. Assessment by staff of their own eating practices and increased awareness of behavioral messages staff provide as role models.

Family and Community Involvement

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

1. Nutrition education materials and cafeteria menus are sent home with students;
2. Parents are encouraged to send healthy snacks/meals to school;
3. Parents and other family members are invited to periodically eat with their student in the cafeteria;
4. Families are invited to attend exhibitions of student nutrition projects or health fairs;

5. Nutrition education workshops and screening services are offered;

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

7. School staff are encouraged to cooperate with other agencies and community groups to provide opportunities for student volunteer or paid work related to nutrition, as appropriate;

8. School staff encourages and provides support for parental involvement in their children's physical education;

9. Materials promoting physical activity are sent home with students; and

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

Program Evaluation

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

1. Board policy and this administrative regulation are implemented as written;

2. All building, grade-level nutrition education curricula and materials are assessed for accuracy, completeness, balance and consistency with state and local district educational goals and standards;

3. Nutrition education is provided throughout the student's school years as part of the district's age-appropriate, comprehensive nutrition program;

4. Teachers deliver nutrition education through age-appropriate, culturally relevant, participatory activities that include social learning strategies and activities;

5. Teachers and school nutrition and food services personnel have undertaken joint project planning and action;

6. Teachers have received curriculum-specific training;

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

8. One or more persons within the district or at each school, as appropriate, will be charged with the operational responsibility of ensuring that the policy and administrative regulations are followed and will develop an evaluation plan to be used to assess the district's level of compliance with state and federal requirements.

Alsea School District 7J

Code: **EFAA**
Adopted: 6/13/17
Orig. Code(s): EFAA

District Nutrition and Food Services

The district may enter into an agreement with the Oregon Department of Education (ODE) to operate the National School Lunch Program (NSLP) and the Commodity Food Distribution Program (CFDP) by signing a permanent Sponsor-ODE Agreement entitling the district to receive reimbursement for all meals that meet program requirements and to earn USDA Food entitlement based on the number of lunches served.

The permanent agreement shall be signed by the superintendent or other school official with authority to obligate the district to legally binding contracts, subject to annual ODE renewal and will include, at the district''s option, an agreement to operate the School Breakfast Program (SBP), Summer Food Service Program (SFSP), the Child and Adult Care Food Program (CACFP) and the Special Milk Program (SMP). The district recognizes that meals and snacks served by the district will not be eligible for reimbursement until the annual program update is received and approved by ODE.

The permanent Sponsor-ODE Agreement shall include assurances by the district that it will follow all Child Nutrition Program regulations for which the district is approved to operate:

1. Free and reduced price process (updated annually);
2. Financial management of the nonprofit school food service;
3. Civil rights and confidentiality procedures;
4. Meal pattern and nutrition content of meals served;
5. Use and control of commodity foods;
6. Accuracy of reimbursement claims;
7. Food safety and sanitation inspections;
8. Nutrition standards for foods and beverages sold to students.

The superintendent will develop an administrative regulation as necessary to implement this policy and meet the requirements of state and federal law. The administrative regulation will be reviewed and adopted by the Board as required by law.

END OF POLICY

Legal Reference(s):

ORS 327.520 to -327.537 ORS 336.423

OAR 581-022-2345
OAR 581-051-0100
OAR 581-051-0305
OAR 581-051-0310
OAR 581-051-0400

Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance, 7 C.F.R. Part 15b (2017).
U.S.D.A., ELIGIBILITY GUIDANCE FOR SCHOOL MEALS MANUAL.
U.S.D.A., FNS INSTRUCTION 765-7 REV. 2: HANDLING LOST, STOLEN AND MISUSED MEAL TICKETS.
Healthy, Hunger-Free Kids Act of 2010, 42 U.S.C.§§ 1758, 1760 (2012).
National School Lunch Program 7 C.F.R. Part 210 (2017)
U.S.D.A. Instruction 113-1 Civil Rights
Donation of Foods for Use in the United States, Its Territories and Possessions and Areas Under its Jurisdiction, 7 C.F.R. Part 250 (2017)
Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (2017).

Alsea School District 7J

Code: **EGACA**
Adopted: 11/18/15
Orig. Code: EGACA

Cell Phones

The Board recognizes that the use of cell phones may be appropriate to provide for the effective and efficient operation of the district, and to help ensure safety and security of district property, staff and others while on district property or engaged in district-sponsored activities. To this end, the Board authorizes the purchase and employee use of cell phones, as deemed appropriate by the superintendent.

District-owned cell phones shall be used for authorized district business purposes, consistent with the district's mission and goals. Personal use of such equipment is prohibited except in emergency situations. Employees do not have any expectations of privacy with district-owned cell phones or any information stored on them; the phone may be confiscated and searched at any time. Employee use of a district-owned cell phone shall not violate Oregon's ethics laws.

If an employee's cell phone purchase is reimbursed by the district, or the employee is provided a stipend to purchase a cell phone, all phone records, text messages, emails to and from the cell phone, and other communications made with the cell phone may be public records.

Employees shall not use cell phones, whether district-owned or personally-owned, for non-district-related business while attending to and/or performing their job responsibilities.

Use of cell phones in violation of Board policies, administrative regulations and/or state and federal laws~~law~~ will result in discipline up to and including dismissal and/or referral to Oregon Government Ethics Commission and law enforcement officials, as appropriate.

The superintendent is directed to develop administrative regulations for the implementation of this policy, including a uniform and controlled system for identifying employee cell phone~~phones~~ needs, monitoring use and reimbursement. Provisions may also be included for staff use of privately-owned cell phones for authorized district business.

END OF POLICY

Legal Reference(s):

ORS 244.010
ORS 244.020(15)
ORS 244.040(1)(a)
ORS 244.120
ORS 332.105
ORS 332.107

Davidson v. Or. Gov't Ethics Comm'n, 300 Or. 415 (1985)
OR. GOV'T STANDARDS AND PRACTICES COMM'N, ADVISORY OPINIONS 02S-020 (Aug. 2, 2002), 02A-1008 (July 12, 2002), 01A-1004 (June 1, 2001) and 98A-1003 (July 9, 1998).

Alsea School District 7J

Code: **EGAAA-AR**
Adopted: 11/18/15
Orig. Code: EGAAA-AR

Guidelines for the Use of Copyrighted Materials

The superintendent is responsible for the establishment of practices which will ensure compliance with the provisions of the U.S. Copyright law as they affect the district and its employees.

General Responsibilities

1. The principal will be designated with the responsibility for disseminating and interpreting copyright regulations at the building level. ~~He/She~~They will provide employee training as needed, distribute and review district policy and administrative regulations with employees, control the approval process and maintain written records regarding permissions, response to requests and license agreements, as may be necessary.

2. The principal will ensure that budget recommendations include appropriate funds for the purchase of multiple copies of needed software.

3. The principal will ensure that appropriate warning notices are posted to educate and warn individuals using district equipment of the applicable provisions of the copyright law.

   Warning notices will be posted as follows:

   a. On or near all copiers;
   b. On all forms used to request copying services;
   c. On all video recorders;
   d. On all computers;
   e. At the library or other places where inter-library loan orders for copies of materials are accepted.

4. The principal will ensure that building computers and computer labs are used only with proper supervision to help protect against unauthorized copying.

5. The principal will annually inspect the library or ~~/~~media center and any video collections to ensure all copies are acquired and maintained in accordance with applicable provisions of the copyright law.

6. All computer software license agreements must be signed by the business manager.

7. The employee reproducing a copyrighted work will determine whether copying is permitted by law in accordance with district policy and administrative regulations.

8. The employee will obtain written permission to reproduce material from the copyright holder(s) whenever copying does not fall within the "fair use" guidelines of copyright law. ~~Permission forms, as provided by the district, will be used.~~

9. The employee using emerging technology will be responsible to ensure that the intended use of the media does not conflict with copyright law. Such technology includes, but is not limited to, digital video, ~~videodisc,~~ satellite transmission, distance learning, CDs, online databases~~CD-ROM, on-line data bases~~ (and their down-loading), informational networks and other emerging electronic information which can be manipulated into new copyrightable forms of expression.

   a. In the absence of clearly granted rights, the employee must contact the copyright holder in writing for permission to manipulate or use these technologies in alternative ways.
   b. Any contract provided by the distributor of such technology must be submitted to the business manager for approval.

Fair Use

1. Printed Materials

   a. Permissible uses – district employees may:

      (1) Make a single copy of the following for use in teaching or in preparation to teach a class:

         (a) A chapter from a book;
         (b) An article from a periodical or newspaper;
         (c) A short story, short essay or short poem, whether or not from a collective work;
         (d) A chart, graph, diagram, drawing, cartoon or picture from a book, periodical or newspaper.

      (2) Make multiple copies for classroom use (not to exceed one copy per student in a course) from the following:

         (a) A complete poem, if it has fewer than 250 words and does not exceed two printed pages in length;
         (b) A complete article, story or essay of less than 2,500 words;
         (c) Prose excerpts not to exceed 10 percent of whole or 1,000 words, whichever is less;
         (d) One chart, graph, diagram, cartoon or picture per book or per issue of a periodical;
         (e) An excerpt from a children's book containing up to 10 percent of the words found in the text.

   b. All permitted copying must bear an appropriate reference. References should include the author, title, date and any other pertinent information.
   c. Prohibited uses – district employees may not:

      (1) Copy more than one work or two excerpts from a single author during one class term;
      (2) Copy more than three works from a collective work or periodical volume during one class term;
      (3) Copy more than nine sets of multiple copies for distribution to students in one class term;
      (4) Copy to create or replace or substitute for anthologies or collective works;
      (5) Copy "consumable" works, such as workbooks, exercises, standardized tests and answer sheets;
      (6) Copy the same work from term to term;

(7) Copy the same material for more than one particular course being offered (may not copy every time a particular course is offered) unless permission is obtained from the copyright owner.

d. All sound recordings~~, including phonograph records, audiotapes, compact discs and laser discs,~~ will be treated under the same provisions that guide the use of print materials unless as may otherwise be excepted by regulations governing the reproduction of works for libraries or ~~/~~media centers.

2. Sheet and Recorded Music

a. Permissible ~~U~~uses – district employees may:

(1) Make emergency copies to replace purchased copies which for any reason are not available for an imminent performance provided purchased replacement copies will be substituted in due course;
(2) Make, for academic purposes other than performance, multiple copies (one per student) of excerpts not constituting an entire performance unit such as a section, movement or aria, but in any~~no~~ case no more than 10 percent of the whole work;
(3) Make, for academic purposes other than performance, a single copy of an entire performable unit such as a section, movement or aria if confirmed by the copyright holder to be out of print or the "unit" is unavailable except in a larger work. The copy may be made solely for the purpose of scholarly research or in preparation to teach a class;
(4) Edit or simplify printed copies which have been purchased provided that the fundamental character of the work is not distorted or the lyrics, if any, altered or lyrics added if none exist;
(5) Copy complete works which are out of print or unavailable except in large works and used for teaching purposes;
(6) Make a single copy of a recorded performance by students to be retained by the school or individual teacher for evaluation or rehearsal purposes;
(7) Make a single copy of a sound recording~~, such as a tape, disc or cassette,~~ of copyrighted music owned by the school or an individual teacher for constructing aural exercises or examinations and retained for the same purposes.

b. Prohibited uses —~~–~~ district employees may not:

(1) Copy to create or replace or substitute for anthologies, compilations or collective works;
(2) Copy works intended to be "consumable,"~~"~~, such as workbooks, exercises, standardized tests and answer sheets;
(3) Copy for the purpose of performance, except as noted above (a. (~~(~~1)) in emergencies;
(4) Copy to substitute for purchase of music except as noted above (a. (~~(~~1), (2) and (3));
(5) Copy without inclusion of the copyright notice on the copy.

3. Television ~~-~~Off-the-Air Recording ~~Taping~~

a. Permissible uses —~~–~~ district employees may:

(1) Record a broadcast program off-air simultaneously with the broadcast transmission, including simultaneous cable or satellite retransmission, and retain the recording for a period not to exceed the first 45 consecutive calendar days after the date of the recording.

A limited number of copies may be reproduced from each off-air recording to meet the legitimate needs of teachers. Each additional copy will be subject to all provisions governing the original recording.

Unless authorized by the library or ~~/~~media center supervisor, at the conclusion of the retention period, all off-air recordings shall be erased or destroyed immediately.

The library or media center~~Individuals who wish to retain programs beyond the 45-day period need to complete and return the preview portion of the "Request for Off-Air Video Taping" form to the library/media supervisor for each program videotaped. The library/media~~ supervisor will coordinate requests for permission to use or retain copyrighted television programs beyond the 45-day[1] retention period.

(2) Retain recordings~~videotapes~~ of commercial programs only with written approval of appropriate copyright holders;

(3) Use off-air recordings once for each class in the course of relevant teaching activities and repeat once only when instructional reinforcement is necessary and only within the first 10~~ten~~ consecutive school days of the 45-~~consecutive calendar~~ day retention period;

(4) Use off-air recordings for evaluation purposes only, after the first 10~~ten~~ consecutive school days up to the end of the 45-~~consecutive calendar~~ day retention period. Evaluation purposes may include use to determine whether or not to include the broadcast program in the teaching curriculum;

(5) Use off-air recordings made from a satellite dish if they conform to the 45-~~consecutive calendar~~ day retention period established for broadcast or cable programming and are not subscription channels;

(6) Use copies of off-air recordings, as stipulated in these guidelines, only if the copies include the copyright notice on the broadcast program;

(7) Request that a library or ~~/~~media center record and retain for research purposes commercial television news programs from local, regional or national networks; interviews concerning current events; and on-the-spot coverage of news events. Documentary, magazine-format and public affairs broadcasts~~, however,~~ are not included in the definition of daily newscasts of major events of the day.

Requests for retention of programs recorded off-air will be directed to the producers of those programs directly through the network (not affiliate).

b. Prohibited ~~U~~uses – district employees may not:

(1) Record off-air programs in anticipation of an educator's requests;

(2) Request that a broadcast program be recorded off-air more than once for the same educator, regardless of the number of times the program may be broadcast;

(3) Use the recording for instruction after 45~~-consecutive calendar~~ days;

~~(4)~~ Hold the recording for weeks or indefinitely because:

[1] Means 45 consecutive calendar days.

~~(a)~~(4) ~~U~~nits needing the program concepts are not taught within the 45-day use period;

~~(b)~~(a) An interruption or technical problems delayed its use; or
~~(c)~~(b) Another teacher wishes to use it, or any other supposedly "legitimate" educational reason.

(5) Record programs off-air without written permission from the author/producer/distributor when a special notice is provided specifically prohibiting reproduction of any kind;
(6) Alter off-air programs from their original content. Broadcast recordings may not be physically or electronically combined or merged to constitute teaching anthologies or derivative works. ~~Off-air recordings, however, need not be used in their entirety.~~

Off-air recordings, however, need not be used in their entirety.

(7) Exchange program(s) with ~~other~~ schools in the district or other school districts without the approval of the library or ~~/~~media center supervisor. Programs will be used for the specific curriculum application for which the request was intended. No other curriculum application is authorized.~~;~~
(8) Use the recording for public or commercial viewing;
(9) Copy or use subscription programs transmitted via subscription television cable services, such as HBO or Showtime. Such programs are licensed for private home use only and cannot be used in public schools. ~~"Pay" programs received via satellite dish are also subject to these prohibitions.~~

"Pay" programs received via satellite dish are also subject to these prohibitions.

4. Rental, Purchase and Use of Video Recordings/CDs/DVDs

a. Permissible uses —— district employees may:

(1) Use purchased or rented video recordings/CDs/DVDs such as feature films as part of a systematic course of instruction, in accordance with district policy. Such use shall be for direct instruction and must take place in a classroom or similar area devoted to instruction;
(2) Use only rented lawfully-made video recordings/CDs/DVDs;
(3) Arrange for the local school to transmit videotapes~~video recordings~~/CDs/DVDs over their closed circuit television systems for direct instruction;
(4) Use off-air video recordings made at home for classroom instruction and only in accordance with television ~~-~~off-air guidelines and district policy.

b. Prohibited uses —— district employees may not:

(1) Use rented or purchased ~~video~~ recordings/CDs/DVDs where a written contract specifically prohibits such use in the classroom or direct teaching situation;
(2) Use rented or purchased video recordings/CDs/DVDs such as feature films for assemblies, fund raising, entertainment or other applications outside the scope of direct instruction without public performance rights.

5. Computer Software

a. Permissible uses — district employees may:

(1) Make a copy of an original computer program for the purpose of maintaining the availability of the program should it be damaged during use. Either the copy or the original may be retained in archives. Only one, either the original or the copy, may be used at any one time;
(2) Make a copy of a program as an essential step in using the computer program as long as it is used in conjunction with the machine and in no other manner;
(3) Make a new copy from the archival program in the event that the program in use is damaged or destroyed;
(4) Use a purchased program sent from a manufacturer labeled "archival" simultaneously with the original copy of the program provided its use is permitted (not excluded) by the terms of the sales agreement;
(5) Make an archival copy of a rightfully-owned disk that is labeled "archival" by the software manufacturer;
(6) Load a software program from a single disk into a distribution network or to individual stand-alone computers for simultaneous use when the distribution network is only accessible to the owner-user if not otherwise prohibited by terms of a sales agreement;
(7) Adapt a copyrighted program from one language to another for which it is not commercially available or add features to a program to better meet local needs.

b. Prohibited uses — district employees may not:

(1) Load the contents of one disk or download a program or software into multiple computers at the same time in the absence of a license permitting the user to do so;
(2) Load the contents of one disk or download a program or software into local network or disk-sharing systems in the absence of a license permitting the user to do so;
(3) Make or use illegal copies of copyrighted programs on district equipment;
(4) Allow any student to surreptitiously or illegally duplicate computer software or access any data base or electronic bulletin board;
(5) Make copies of software provided by a software publisher for preview or approval;
(6) Make multiple copies of copyrighted software (or a locally produced adaptation or modification) even for use within the school or district;
(7) Make replacement copies from an archival or back-up copy;
(8) Make copies of copyrighted software (or a locally-produced adaptation or modification) to be sold, leased, loaned, transmitted or even given away to other users;
(9) Make multiple copies of the printed documentation that accompanies copyrighted software.

c. With permission from the copyright holder, prohibitions may be significantly modified or removed altogether.

6. Reproduction of Works for Libraries or Media Centers

a. Permissible uses — district employees may:

(1) Arrange for interlibrary loans of photocopies of works requested by users, provided that copying is not done to substitute for a subscription to or purchase of a work;

(2) Make for a requesting entity, within any calendar year, five copies of any article or articles published in a given periodical within the last five years prior to the date of the request for the material;
(3) Make single copies of articles or sound recordings or excerpts of longer works for a student making a request, provided the material becomes the property of the student for private study, scholarship or research;
(4) Make a copy of an unpublished work for purposes of preservation, of a published work to replace a damaged copy of an out-of-print work that cannot be obtained at a fair price;
(5) Make off-the-air recordings of daily television news broadcasts for limited distribution to researchers and scholars for research purposes;
(6) Make one copy of a musical work, pictorial, graphic, sculptural work, motion picture or other audiovisual work if the current copy owned by the library [or ~~/~~media center] is damaged, deteriorated, lost or stolen; and it has been determined that an unused copy cannot be obtained at a fair price.

b. Prohibited uses — district employees may not:

(1) Make copies for students if there is reason to suspect that the students have been instructed to obtain copies individually;
(2) Copy without including a notice of copyright on the reproduced material.

7. Performances

a. Permissible uses — district employees must:

(1) Contact the copyright holder in writing for permission whenever copyrighted works such as plays and musical numbers are to be performed.

This is particularly important if admission is to be charged or recordings of the performance are to be sold.

NOTICES

Text of warning notice to be posted on or near copiers. It is recommended that type be at least 18 points in size:

NOTICE:

THE COPYRIGHT LAW OF THE UNITED STATES (TITLE 17 U.S. CODE) GOVERNS THE MAKING OF PHOTOCOPIES OR OTHER REPRODUCTIONS OF COPYRIGHTED MATERIAL. THE PERSON USING THIS EQUIPMENT IS LIABLE FOR ANY INFRINGEMENT.

Text of warning notice to be displayed at places where orders for copies of materials are accepted by libraries/media centers or archives. Type must be at least 18 points in size; the notice printed on heavy paper or other durable material and displayed prominently within the immediate vicinity of the place where orders are accepted.

The warning is also required on any form that is used to request copying service. There are no specific requirements for type size on request forms.

NOTICE WARNING CONCERNING COPYRIGHT RESTRICTIONS

THE COPYRIGHT LAW OF THE UNITED STATES (TITLE 17, UNITED STATES CODE) GOVERNS THE MAKING OF PHOTOCOPIES OR OTHER REPRODUCTIONS OF COPYRIGHTED MATERIAL.

UNDER CERTAIN CONDITIONS SPECIFIED IN THE LAW, LIBRARIES AND ARCHIVES ARE AUTHORIZED TO FURNISH A PHOTOCOPY OR OTHER REPRODUCTION. ONE OF THESE SPECIFIC CONDITIONS IS THAT THE PHOTOCOPY OR REPRODUCTION IS NOT TO BE "USED FOR ANY PURPOSE OTHER THAN PRIVATE STUDY, SCHOLARSHIP OR RESEARCH." IF A USER MAKES A REQUEST FOR, OR LATER USES, A PHOTOCOPY OR REPRODUCTION FOR PURPOSES IN EXCESS OF "FAIR USE," THAT USER MAY BE LIABLE FOR COPYRIGHT INFRINGEMENT.

THIS INSTITUTION RESERVES THE RIGHT TO REFUSE TO ACCEPT A COPYING ORDER IF, IN ITS JUDGMENT, FULFILLMENT OF THE ORDER WOULD INVOLVE VIOLATION OF COPYRIGHT LAW.

Text of warning notice to be affixed to video recorders and computers. (There is no specific requirement for type size.):

NOTICE:

MANY VIDEO RECORDED~~VIDEOTAPED~~ MATERIALS AND COMPUTER PROGRAMS ARE PROTECTED BY COPYRIGHT (TITLE 17 U.S. CODE). UNAUTHORIZED COPYING MAY BE PROHIBITED BY LAW.

Text of warning notice to be affixed to package containing the copy of a computer program subject to loan. The notice must be printed in such a manner as to be clearly legible, prominently displayed and durably attached to the copies or to a box, reel, cartridge, cassette, disc, CD, DVD or other container used as a permanent receptacle for the copy of the computer program:

WARNING: THIS COMPUTER PROGRAM IS PROTECTED UNDER THE COPYRIGHT LAW. MAKING A COPY OF THIS PROGRAM WITHOUT PERMISSION OF THE COPYRIGHT OWNER IS PROHIBITED. ANYONE COPYING THIS PROGRAM WITHOUT PERMISSION OF THE COPYRIGHT OWNER MAY BE SUBJECT TO PAYMENT OF $150,000 OR MORE IN DAMAGES AND, IN SOME CASES, IMPRISONMENT FOR ONE YEAR OR MORE.

Request Number _____
(Office use only)

REQUEST FOR OFF-AIR VIDEO TAPING

I, the undersigned, having requested the (District) to videotape the following program(s) within the parameters of the policy set forth by the Board, (Date), am aware of said policy, have reviewed district policy and administrative regulations and agree to accept responsibility for the use and erasure of this material to prevent any infringement of copyright law in lieu of expressed written approval of the copyright proprietor.

Title of Program to be Copied: _____

Date of Program: _____ Date Program is Needed: _____

Time of Program: _____ Station or Channel: _____

Length of Program: _____

Special Instructions: _____

Requestor's Name: _____ Location: _____
(please print)

Signature: _____ Department: _____

PREVIEW AND EVALUATION

_____Yes _____No Do you want the videotape of this program retained until information regarding the sale, lease, free loan or rental of this material is obtained?

INSTRUCTIONAL QUALITY (circle the appropriate number on the rating scale below)

Criteria	Suggested Guidelines for Rating Scale						
Instructional Design	Well-organized, content-load appropriate, maturity level consistent with the content.						
Content	Accurate, authentic, current, thorough, relevant.						
Curriculum Match	Supports what is commonly taught in this subject at this grade level.						
Interest	Supports or enhances communication of content.						
5=Exemplary 4=Desirable (very good) 3=Desirable (good) 2=Fair 1=Poor 0=Unacceptable							
OVERALL (AVERAGE) RATING OF QUALITY:							

____ Yes (High Priority) ____ Yes (Low Priority) ____ No Do you recommend acquisition of this program?

SENSITIVE CONTENT

____Yes ____No Is nudity, excessive violence, glamorization of drugs/dangerous substances, profanity and/or a sexual nature present in this program? **IF YES**, please verify by circling the topics present.

ADDITIONAL INFORMATION

Subject Area(s) _____ Grade Level _____ Ability Level _____

_____Yes _____No Previewed?

_____Yes _____No Uncertain Do presently owned materials adequately cover the subject area?

OVERALL EVALUATION (SUMMARY, USE, ETC.) **AND/OR** REASONS FOR REQUESTING RETENTION OF THIS TAPE:

_____

_____

_____

_____

_____

VIDEOTAPE STATUS - OFFICE USE ONLY Date:_____

~~_____ AVAILABLE: Format: _____ CD _____ DVD _____ ½" VHS _____ Other (Specify)_____~~
~~Price: _____~~

~~_____ May be retained indefinitely~~
~~_____ May be kept on an indefinite basis pending updated information on the program's future availability~~
~~_____ May be kept permanently on a licensed basis _____ Must be erased immediately~~

SAMPLE LETTER:
REQUEST FOR PERMISSION TO COPY

Author, Publisher or Distributor **Date**: _____
Permission Department

I am requesting permission to copy and use:

Title:Author/Editor: _____

Year published: _____ Number of copies: _____

Will copies be sold? (Circle) **YES NO**

Description of materials to be copied (Photocopy enclosed): __

Intended use of materials: _

Type of reproduction: ____

A self-addressed, stamped envelope is enclosed for your convenience in replying to this request. Should you be unable to authorize this request, please forward this letter to the proper person/agency.

Sincerely,

Permission granted: _____ Date: __

Conditions (if any): _____

SAMPLE PRODUCER INQUIRY LETTER: REQUEST FOR INFORMATION OF AGENCY HOLDING RIGHTS TO A TV BROADCAST AND PERMISSION TO RETAIN PROGRAM IF IT IS NOT FOR SALE, RENT OR LEASE

Network Address (ABC, NBC, CBS - not affiliate) **Date:**_____
Permission Department

I am requesting information on the availability and retention of the following program:

Title: _____ Air date: _____

Can a copy of this program be retained for classroom use? (Circle) YES NO

Is this program available for sale? (Circle) YES NO

If Yes, specify agency distributing this program: _____
Specify format _____ Cost (if known): _____

Enclosed is a self-addressed, stamped envelope for your convenience in replying to this request. Should you be unable to authorize this request, or provide the above information, please forward this letter to the proper person/agency.

Sincerely,

Permission to retain off-air copy on a free basis: _____ Date : _____

Conditions (if any): _____

Alsea School District 7J

Code: **EGAAA**
Adopted: 11/18/15
Orig. Code: EGAAA

Reproduction of All Copyrighted Materials

Among the facilities available to teachers in carrying out their educational assignments are a variety of machines for reproducing the written and spoken word, either in single or multiple copies.

Infringement on copyrighted material, whether prose, poetry, graphic images, music, audio-tape, video or computer-programmed materials, is a serious offense against federal law and contrary to the ethical standards required of staff and students alike.

Violations may result in criminal or civil suits.

The Board therefore requires that all reproduction of copyrighted material be conducted strictly in accordance with applicable provisions of law. Unless otherwise allowed as "fair use" under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form.

"Fair use" is not a rigidly defined term. "Fair use" is based on the following standards:

1. The purpose and character of the use;

2. The nature of the copyrighted work;

3. The amount of and the substantiality of the portion used;

4. The effect of the use upon the potential market for, or value of, the copyrighted work.

If an individual questions the legality of duplicating materials, they~~he/she~~ should seek permission from the copyright holders.

Employees in violation of copyright law may be required to remunerate the district in the event of loss due to litigation and may be subject to discipline up to and including dismissal.

The superintendent will develop administrative regulations ~~that provide guidelines~~ for the "fair use" of copyrighted materials that meet the requirements of Section 107 of the Copyright Act of 1976 and applicable amendments.

END OF POLICY

Legal Reference(s):

ORS 332.107

Copyrights, 17 U.S.C. §§ 101-1332; 19 C.F.R. Part 133 (2016).

Alsea School District 7J

Code: **EFAA-AR**
Adopted: 6/13/17
Orig. Code(s): EFAA-AR

Reimbursable Meals and Milk Programs

(National School Lunch Program, School Breakfast Program, Special Milk Program and other meal programs)

This AR still has all the brackets. Have food services review to address the brackets

Sean will review

The district''s nutrition and food services will be operated in accordance with the following requirements:

Meal Pricing Procedures

1. The district may operate the Special Milk Program (SMP) at schools where students do not have access to program meals. Under SMP, the district will choose one of the following options:

   a. Nonpricing (serve SMP milk at no charge to all students);
   b. Pricing programs without a free option (charge all students for SMP milk); or
   c. Pricing programs with a free option (distribute confidential applications for free milk and charge only those students for SMP milk who do not qualify for free milk based on the household''s application or direct certification from Supplemental Nutrition Assistance Programs (SNAP)).

2. Reimbursable meals [and afterschool snacks] will be priced as a unit.

3. Reimbursable meals[,] [and] [milk] [afterschool snacks] will be served free or at a reduced price to all children who are determined by the district to be eligible for free or reduced -price meals [and free milk].

4. Annually, the district will establish prices for reimbursable student meals[,] [and] [afterschool snacks] [milk]. The price charged to students who do not qualify for free or reduced -price meals [or free milk] will be established annually by the district in compliance with state and federal laws.

5. The price charged to students who qualify for reduced -price meals will be established annually by the district in compliance with state and federal laws.

6. [The district will offer SMP [with the free option] [without the free option] [at no charge] to students who are not able to participate in the district''s lunch or breakfast programs.]

7. [The district will implement claiming alternative Provision 2 at the following schools under its jurisdiction: ___*(List schools)*_____.]

8. [The district will implement claiming alternative Community Eligibility at the following schools under its jurisdiction: __*(List schools)*_____.]

Application Procedures

1. Households receiving SNAP or Temporary Assistance to Needy Families (TANF) benefits as identified by Oregon Department of Education (ODE), will be automatically eligible for free

meals[,] [and] [afterschool snacks] [milk], for the students listed on the official document. Districts must access this document at least three times per year.

2. Students receiving support through the migrant education program, Runaway and Homeless Youth Act, McKinney-Vento Homeless Assistance Act, federal Head Start and state-funded prekindergarten programs, with income eligibility criteria identical or more stringent than federal Head Start, or are in state or court placement foster care, will be automatically eligible for free meals[,] [and] [afterschool snacks] [milk], for the students listed on the official documents.

3. Households that submit a confidential application will be notified of their student's eligibility for free or reduced -price meals [or free milk]. Households that are denied free or reduced -price benefits will be notified in writing using the ODE template letter distributed to the district annually.

4. On a case-by-case basis when a student is known to be eligible for free or reduced -price meal [or free milk] benefits, and the household fails to submit a confidential application, the superintendent or designee may complete an application for the student documenting how they know ~~he/she knows~~ the household income qualifies the student for free or reduced -price meal benefits. Parents of a student approved for free or reduced -price benefits, when application is made for the student by a school official, will be notified of the decision and given the opportunity to decline benefits.

5. Students who do not qualify for free or reduced -price meals [or free milk] are eligible to participate in the [SMP,] National School Lunch Program (NSLP) [and School Breakfast Program (SBP)] and will be charged "paid" prices set by the district. "Paid" category students will be treated equally to students receiving free or reduced -price benefits in every aspect of the district's NSLP[,] [and] [SMP] [SBP] [Child and Adult Care Food Program (CACFP)] [Summer Food Service Program (SFSP)].

6. The district has established a fair hearing process under which a household can appeal a decision with respect to the household's application for benefits or any subsequent reduction or termination of benefits.

7. In the event of major employers contemplating large layoffs in the attendance area of the district, the district will provide confidential applications and eligibility criteria for free and reduced -price meals [or free milk] to the employer for distribution to affected employees.

Financial Management of the Nonprofit School Food Service

1. The district will maintain a nonprofit school nutrition and food service operation.

2. Revenues earned by the school nutrition and food services will be used only for the operation or improvement of NSLP[,] [and] [SMP] [SBP] [CACFP] [SFSP].

3. Lunch and breakfast meals served to teachers, administrators, custodians and other adults not directly involved with the operation of the district's nutrition and food services will be priced to cover all direct and indirect cost of preparing and serving the meal.[1]

[1] For meals with portion sizes equivalent to student meals, the adult meal price will be no less than the amount of reimbursement for a free-eligible meal, plus the value of commodity foods used in the meal preparation.

4. District nutrition and food services revenues will not be used to purchase land or buildings.

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

6. The district will maintain effective control and accountability for, and adequately safeguard, all nutrition and food services' cash, real and personal property, equipment and other assets, and ensure they are used solely for nutrition and food services purposes.

7. The district will meet the requirements for allowable NSLP[,] [and] [SMP] [SBP] [CACFP] [SFSP] costs as described in 2 C.F.R. 200.

8. In purchasing nutrition and food services goods or services, the district will not accept proposals or bids from any party that has developed or drafted specifications, requirements, statements of work, invitations for bids, requests for proposals, contract terms and conditions or other documents for proposals used to conduct the procurement.

9. All procurement transactions for nutrition and food services goods and services will be conducted according to state, federal and district procurement standards using the applicable cost thresholds.

10. In the operation of its nutrition and food services program, the district will purchase food products where at least 50 percent of the ingredients are produced or processed in the United States, whenever possible.

11. [The district may use facilities, equipment and personnel supported with nutrition and food services revenue to support a nonprofit nutrition program for the elderly.]

Civil Rights and Confidentiality Procedures

1. The district will not discriminate against any student because of their~~his/her~~ eligibility for free or reduced -price meals.

2. The district will not discriminate against any student or any nutrition and food services employee because of race, color, national origin, marital status, sex, sexual orientation, parental status, religion, age or disability.

3. The district will assure that all students and nutrition and food services employees are not subject to different treatment, disparate impact or a hostile environment.

4. Established district procedures will be followed for receiving and processing civil rights complaints related to applications for NSLP[,] [and] [SMP] [SBP] [CACFP] [SFSP] benefits and services, and employment practices with regard to the operation of its NSLP[,] [and] [SMP] [SBP] [CACFP] [SFSP]. The district will forward any civil rights complaint regarding the district's nutrition and food services to ODE's director of Child Nutrition Programs within three days of receiving the complaint.

5. The district will make written or oral translations of all nutrition and food services materials available to all households who do not read or speak English.

6. The district will maintain strict confidentiality of all information obtained through a confidential application for free and reduced -price meals [or free milk] or direct certification, including

students'' eligibility for free or reduced -price meals and all household information. The district''s NSLP[,] [and] [SMP] [SBP] [CACFP] [SFSP] operators are not required to release any information from a student''s confidential application for free or reduced -price meals [or free milk]. No information may be released from a student''s eligibility information without first obtaining written permission from the student''s parent or legal guardian/adult household member signing the application, except as follows:

a. An individual student''s name and eligibility status may be released without written consent only to persons who operate or administer federal education programs; persons who operate or administer state education or state health programs at the state level; persons evaluating state, education assessment; or persons who operate or administer any other NSLP, SBP, SMP, CACFP, SFSP or SNAP;
b. Any other confidential information contained in the confidential application for free and reduced -price meals or free milk (e.g., family income, address, etc.) may be released without written consent only to persons who operate or administer the NSLP, SBP, SMP, CACFP, SFSP and the Special Supplemental Nutrition Program for Women, Infants and Children (WIC); the Comptroller General of the United States for audit purposes; and federal, state or local law enforcement officials investigating alleged violation of any of the programs listed above.

Nutrition and Menu Planning

1. Meals and afterschool snacks served for reimbursement will meet the nutrition standards established by the U.S. Department of Agriculture (USDA) and Oregon Smart Snacks Standards.

2. Meals [and afterschool snacks] served for reimbursement will meet at least the minimum NSLP[,] [and] [SBP] [CACFP] [SFSP] requirements for food items and quantities.

3. Meals served for reimbursement will:

   a. Meet all calorie range requirements by grade level;
   b. Meet the maximum standards set for saturated fat;
   c. Meet the maximum standards set for sodium by grade level; and
   d. Meet the requirement for zero grams of trans fats.

4. The district will use the offer versus serve option when serving NSLP lunches to senior high school students. High school students must take at least three of five different food items including one-half cup of fruit or vegetable offered in program lunches.

5. [The district will use the offer versus serve option when serving program breakfasts to senior high school students. High school students must take at least three of four food items, including one-half cup of fruit or vegetable offered in program breakfasts.]

6. [The district will use the offer versus serve option when serving program lunches to students below senior high school grades. Students below high school grades will be required to take three of the five food items, including one-half cup of fruit or vegetable offered in program lunches.]

7. [The district will use the offer versus serve option when serving program breakfasts to students below senior high school grades. Students below high school grades will be required to take three of the four food items, including one-half cup of fruit offered in program breakfasts.]

8. A copy of the Board minutes adopting the offer versus serve policy for students below high school grades for program lunches and/or for all students in the district for program breakfasts, as applicable, will be made available upon request.

Use and Control of Commodity Foods

1. The district will accept and use commodity foods in as large a quantity as may be efficiently utilized in the NSLP[,] [and] [SBP] [SFSP].

2. The district will maintain necessary safeguards to prevent theft or spoilage of commodity foods.

3. The value of commodity foods used for any food production other than NSLP, SBP, SFSP or afterschool snacks shall be replaced in the food service inventory.

Accuracy of Reimbursement Claims

1. The district will claim reimbursement only for reimbursable meals[,] [and] [afterschool snacks] [milk] served to eligible children.

2. All meals[,] [and] [afterschool snacks] [milk] claimed for reimbursement will be counted at each dining site at a ""point of service"" where it can be accurately determined that the meal[,] [and] [afterschool snack] [milk] meets NSLP[,] [and] [SMP,] [SBP,] [CACFP] [and] [SFSP] requirements for reimbursement.

3. The person responsible for determining if the~~reimbursability of~~ meals [and afterschool snacks] are reimbursable will be trained to recognize a reimbursable meal.

4. The district official signing the claim for reimbursement will review and analyze monthly meal[,] [and] [afterschool snack] [milk] counts to ensure accuracy of the claim, before submitting the claim to ODE.

5. Annually, by November 15, the district will verify a random sample of applications according to NSLP verification requirements. Instructions for completing the verification process will be sent by ODE to the district in October each year.

Food Safety and Sanitation Inspections

1. The district will maintain necessary facilities for storing, preparing and serving food and milk.

2. Semiannually, the district will schedule food safety inspections with the county Environmental Health Department for each school or dining site under its jurisdiction.

3. The district will maintain health standards in compliance with all applicable state food safety regulations at each school or dining site under its jurisdiction.

General USDA NSLP/SBP/SMP Requirements

1. The district will ensure that no student is denied a meal as a disciplinary action.

2. Breakfast will be served in the morning hours, at or near the beginning of the student''s school day.

3. Lunch will be served between the hours of 10 a.m. and 2 p.m.

4. The district will provide substitute foods for students with a disability[2] that restricts their diet when supported by a written statement from a state-licensed health care professional, who is authorized to write medical prescriptions. Substitutions will be provided only when a medical statement from the licensed health care professional is on file at the school. The medical statement must state the nature of the child's impairment so its effect on the student's diet is understood, and what must be done to accommodate the impairment. The district will not charge more than the price of the school meal, as determined by the child's eligibility status, for meals with the accommodation.

5. The district will control the sale of competitive foods.

6. The district will ensure that potable [drinking] water will be available to students, free of charge for consumption in the place where meals are served during meal service.

7. The district [allows no meal charges] [will notify all households and appropriate staff of its meal charge requirements[3] at early in the beginning of each school year, upon enrollment of a student or the transfer of a student.]. [The district's meal charging requirements will be [posted on the district website,] [published in the student/parent handbook] [and made available in the information on free and are as follows:

A charge account for students paying full or reduced-priced meals]. price for meals may be established with the district. Students may charge no more than [two] meals. Any student failing to keep his/her account current as required by the district shall not be allowed to charge the price of further meals until the account has been paid in full [but will be allowed to purchase a meal if the student pays for the meal when it is received]. At least one written warning shall be provided to a student and his/her parent prior to denying meals for exceeding the district's charge limit]. Payment is due to the [district office] on the [_ _] of each month. Students or parents of students may prepay meal costs.][4]

[5][Regardless of the ability to pay, a student shall be provided a reimbursable meal upon request. Parents or guardians may provide written permission to the district to withhold a meal from a student. After five meal charges the district will attempt to certify the student for free or reduced-price meals. At least two attempts to contact the student's parent or guardian for completing a meal application will be made by the district, including offering assistance filling out the application, if appropriate. Communications regarding student charges will be directed to parents or guardians, only.] [The district may refer delinquent meal charges to third parties for collection. Collection fees will not be charged to the parent or guardian.]

8.7. The sale of foods in competition with the district's lunch (NSLP) or breakfast (SBP) programs will be allowed in dining sites during lunch and breakfast periods with Board approval only when all income from the food sales accrues to the benefit of the district's nutrition and food services or

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[2] To comply with Section 504 as it relates to a student's severe food allergy, such as milk, gluten, nut or soy, and including but not limited to diabetes, colitis, etc.

[3] [Federal law requires the district to publish meal charging requirements. The district's charging requirements must identify how and when the information about account balances is communicated to staff, students and parents, and what collection methods will be used on delinquent balances.]

[4] [Language is suggested only. Revise to reflect district's meal charging requirements and ensure information is communicated to students and parents.]

[5] [Pursuant to ORS 327.535 the following language reflects required practice, but the language is not required to be in policy.]

accrues to a school or student organization approved by the Board. A copy of the Board minutes approving and defining competitive food sales will be made available upon request.

~~9.~~8. Students [will] [will not] be charged for second servings of meals or portions of meals served.

Record Keeping

The following documents will be maintained by the district for three years after the current school year or longer, in the event of an unresolved audit(s), until the audit(s) has been completed:

1. All currently approved and denied confidential applications for free and reduced -price meals[, free milk,] all current direct certification documents, eligibility verification documents and school membership or enrollment lists;

2. Financial records that account for all revenues and expenditures of the district~~'~~'s nonprofit nutrition and food services programs, including procurement documents;

3. Records (i.e., recipes, ingredient lists and nutrition fact labels or product specifications) that document the compliance with nutrition standards for all program and competitive foods available for sale to students at a school campus;

4. Documents of participation data (i.e. meal counts) from each school in the district to support claims for reimbursement;

5. Production and menu records;

6. Records to document compliance with Paid Lunch Equity;

7. Records to document compliance with Revenue from Nonprogram Foods; and

8. Internal program monitoring documents for NSLP[,] [and] [SBP,] [afterschool snacks] [CACFP] [SFSP].

Alsea School District 7J

Code: EH-AR
Revised/Reviewed:

Records and Data Management
(Version 2)

Employee Responsibilities

1. Employees will evaluate the content and purpose of each record to determine which retention schedule requirement defines the record's required retention period.

2. It is recommended that employees retain only the final message in a communication string that documents the contents of all previous communications. This is preferable to retaining each individual message, containing duplicate content.

3. Employees shall retain records, e.g., documents or email, that have not fulfilled the legally-mandated retention period.

4. Employees will organize their records so they can be located and used.

5. Employees will promptly dispose of transitory, non-public record and personal records from the network and email system.

6. Employees are responsible for ensuring that records that are public records are properly archived prior to any district system auto clean-up schedules.

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PROPOSED

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PROPOSED

Alsea School District 7J

Code: **EH-AR**
Adopted: 11/18/15
Orig. Code: EH-AR

Electronic Data Management
(Version 1)

See updated version

In order for the district, (including charter schools) to function administratively, undergo periodic audits and provide for its legal requirements, it must manage its records properly. Therefore, the district requires its employees to retain and destroy electronic documents and email messages that are created, sent and received in the course of conducting official business in accordance with the Oregon Archives division records retention schedule. The district's specified retention system is to retain electronic documents and email messages as part of the network and email system.

Public records include any writing that contains information relating to the conduct of the public's business regardless of its physical form. More specifically, an electronic document or email message is a public record if it communicated formal approvals, directions for action, and information about contracts, purchases, grants, personnel, students and particular projects or programs. If an electronic document or email message is a public record then it is subject to retention requirements based on the content of the message. Records, including electronic documents or email, shall not be destroyed if they have been requested under the Public Records Law or if they are part of litigation, even if their retention period has expired.

Definitions

1. "Electronic mail (email)" – A means of exchanging messages and documents using telecommunications equipment and computers.

2. "Electronic document" – Documents created, generated, sent, communicated, received or stored by electronic means.

3. "Retention Schedule" – A general schedule published by the State Archivist in OAR 166-005-0000 through OAR 166-400-0065 in which certain common public records are described or listed by title and a minimum retention period is established for each.

District employees should consult the complete retention schedule to determine the retention period of the electronic document or email. See http://arcweb.sos.state.or.us/rules/OARS_100/OAR_166/166_400.html.

Common electronic documents and emailed public records include, but are not limited to, the following:

1. Calendars and Scheduling Records – Minimum Retention: One year. OAR 166-400-0010(6).

2. Committee and Board Meeting Records – Minimum retention:

    a. Board meeting minutes and agendas: Permanent;
    b. Exhibits, other minutes, and supporting records: Five years after school year in which records were created;

c. Sound recordings, if transcribed or abstracted: One year after minutes approved. OAR 166-400-0010(9).

3. Staff Meeting Records – Minimum Retention: Until end of school year. OAR 166-400-0010(38).

4. Employee Time and Attendance Records – Minimum Retention: 4 years. OAR 166-400-0045(4).

5. Employee Personnel Records[1] – Records documenting school, district and ESD individual employee work history.

Records may include but are not limited to applications; notices of appointment; training and licensure (certification) records; records of health limitations; in service training records; salary schedules; tuition reimbursement records; personnel actions; performance evaluations; teacher evaluation reports; letters of commendation and recommendation; letters of reprimand; notices of disciplinary action; notices of layoff; letters of resignation; home address and telephone disclosures; emergency notification forms; oaths of office; grievance and complaint records; pension, retirement, disability, and leave records; and related correspondence and documentation.

Minimum retention:

a. Retain employment applications (most recent and first successful), teacher licensure (certification) records, personnel actions, oaths of office, home address/telephone disclosures, emergency notification form (most recent): 75 years after date of hire.
b. Retain grievance, complaint, and disciplinary records[2]: 3 years;
c. Retain all other records: 3 years after separation. OAR 166-400-0050(11).

6. Student Attendance Records – Records documenting the attendance of students in school.

Records may include but are not limited to teacher or school attendance register; classroom daily attendance sheet; weekly attendance and truancy records; excused and unexcused absence records; tardiness records; notes from parents/guardians; and related documentation. Minimum retention: Three years after school year in which records were created. OAR 166-400-0060(3).

7. Student Behavioral Records:

a. Major student behavior infractions resulting in student's suspension or expulsion: Minimum Retention: Until student turns 21. OAR 166-400-0060(4);
b. Minor student behavior infractions not resulting in suspension or expulsion (i.e. referrals, records of conversations, parent notes, detention records, related correspondence). Minimum retention: Until end of school year. OAR 166-400-0060(5).

[1] ~~Consult with your district~~'~~s collective bargaining agreement regarding personnel files.~~

[2] ~~ORS 342.850 requires that~~ "~~[a]ll charges resulting in disciplinary action shall be considered a permanent part of a teacher~~'~~s personnel file and shall not be removed for any reason.~~"

8. Educational Programs Student Records – Records documenting the placement and participation of students in educational programs such as TAG, alternative learning, or distance learning. Minimum retention:

   a. Records that show compliance with all federal program requirements: Five years after school year in which records were created;
   b. Other records: Three years after school year in which records were created. OAR 166-400-0060(12).

9. Special Education Student Records – Records documenting students participating in special education programs and early intervention special education services.

   Records may include speech/hearing, academic, motor, occupational and/or physical therapy, vision/hearing, interdisciplinary team, and classroom observation reports; records relating to student behavior including psychological and social work reports; assessments obtained through other agencies; contact sheets; severity rating scales; test result records; physician's statements; parental consent records; educational program meeting records; request for hearing records; eligibility statements; individualized education plans (IEP); individualized family service plans (IFSP); and related correspondence and documentation. Minimum retention:

   a. Records documenting speech pathology and physical therapy services: Until student reaches age 21 or five years after last seen, whichever is longer;
   b. ESD copies, if program at district level: Transfer records to home district after end of student participation;
   c. Readable photocopies of records necessary to document compliance with state and federal audits retained by the former educational agency or institution when a student transfers out of district: five years after end of school year in which original record was created. OAR 166-400-0060(28).

Employee Responsibilities

1. Employee will evaluate the content and purpose of each electronic document or email message to determine which retention schedule defines the document or message's approved retention period.

2. Senders and creators are generally considered to be the person of record for an email message or electronic document. However, if recipients of the message or document take action as a result of the message, they should also retain it as a record.

3. It is recommended that employees retain only the final message in a communication string that documents the contents of all previous communications. This is preferable to retaining each individual message, containing duplicate content.

4. Employees shall retain electronic document or email that has not fulfilled its legally-mandated retention period as part of the network or email system.

5. Employees will organize their electronic documents and email messages so they can be located and used.

6. Employees will promptly dispose of transitory, nonrecord and personal electronic documents or email messages from the network and email system.

7. Employees are responsible for ensuring that electronic documents and emails that are public records are properly archived prior to any district system auto clean-up schedules.

DELETE

Alsea School District 7J

Code: **EH**
Adopted: 11/18/15
Orig. Code: EH

Electronic Data Management

The superintendent will provide for the preparation, ~~and~~ maintenance and retention of~~of district records and reports and other~~ records and reports as are required by law.

If a record is a public record then it may be subject to retention requirements based on the content of the message. Records shall not be destroyed if they have been requested under the Public Records Law or if they are part of litigation, even if their retention period has expired.

Employees will retain and destroy records in accordance with the Oregon Archives Division records retention schedule. Employees should consult the retention schedule to determine the retention period of the record.

The district's retention system is to retain records that are part of the network and email system by scanning, saving and/or filing them in an electronic filing system and deleting them from the email account.

~~Electronic records will be kept in accordance with administrative regulations as prescribed in administrative regulation EH-AR – Electronic Data Management.~~

The district will comply with all state and federal laws and regulations concerning the custody and maintenance of public records.

"Retention schedule" means a general schedule published by the State Archivist in Oregon Administrative Rule (OAR) Chapter 166 in which certain common public records are described or listed by title and a minimum retention period is established for each.

END OF POLICY

Legal Reference(s):

ORS 192.001 - 192.431
ORS 192.650
ORS 326.565 – 326.580
ORS 336.184 – 336.187

OAR 166-400-0010 - 166-400-0065
OAR 581-015-2300
OAR 581-022-2260

OAR 581-022-2305
OAR 581-023-0006
OAR 581-053-0070

Alsea School District 7J

Code: **EGACA-AR**
Adopted: 11/18/15
Orig. Code: EGACA-AR

Cell Phones

District-owned cell phones may be purchased and authorized for staff use in accordance with the following:

Cell Phone Authorization

Cell phones may be assigned or made available on a temporary basis by the superintendent or business manager when it is determined that:

1. The assignment of a cell phone to the employee is a prudent use of district resources;

2. The employee's job responsibilities require the ability to communicate;

3. The employee's job responsibilities involve situations where immediate communication is necessary to ensure the security of district property or safety of students, staff or others while on district property or engaged in district-sponsored activities.

Cell Phone Use

1. Cell phones are provided specifically to carry out official district business.

2. Personal use of district cell phones is limited to making or receiving calls for family emergency purposes.

3. District cell phones shall not be loaned to others.

4. Employees issued a cell phone are responsible for its safekeeping at all times. Defective, lost or stolen cell phones are to be reported immediately to the business manager who will in turn notify the service provider.

5. Cell phones issued for employee use are to be returned to the business manager at the conclusion of the school year, activity or as otherwise specified.

Privately-Owned Cell Phones

1. District employees may be reimbursed, or receive a stipend, for use of privately-owned cell phones to conduct district business in accordance with Board policy and this regulation, with prior approval of the superintendent or business manager.

2. Personal use of privately-owned cell phones by employees authorized to use such equipment for district business is restricted to such times when the employee is not on duty.

Reimbursement

1. Requests for reimbursement for authorized use of employee-owned cell phones are to be submitted on district -provided forms, available through the office and accompanied by a copy of the billing statement with the district business -related calls highlighted. A notation for each highlighted entry, indicating the nature of the call, is required.

2. All requests for reimbursement, including the highlighted billing statement, must be submitted within 30 days of the end of the time period for which reimbursement is requested. Requests submitted after the reimbursement deadline has passed will be denied.

3. District reimbursement for authorized use of employee-owned cell phones will be made in conformance with district payment procedures.

Alsea School District 7J

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Facilities Renovation ..... FK

Retirement of Facilities ..... FL

The following symbols are used on some sample policies:

* May be subject to collective bargaining.

** As used in this policy, the term parent includes legal guardian or person in a parental relationship. The status and duties of a legal guardian are defined in ORS 125.005(4) and 125.300-125.325. The determination of whether an individual is acting in a parental relationship, for purposes of determining residency, depends on the evaluation of the factors listed in ORS 419B.373. The determination for other purposes depends on evaluation of those factors and a power of attorney executed pursuant to ORS 109.056. For special education students, parent also includes a surrogate parent, an adult student to whom rights have transferred and foster parent as defined in OAR 581-015-2000.

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

Alsea School District 7J

Code: **FB**
Adopted: 11/18/15
Orig. Code: FB

Facilities Planning

The Board will gather and analyze appropriate data to evaluate the district's facilities needs on a long-range basis. Such data will include, but not be limited to, enrollment projections, anticipated changes in the instructional program, analysis of community building plans, analysis of sites and evaluation of present facilities.

END OF POLICY

Legal Reference(s):

ORS 195.110
ORS 197.295 to -197.314

ORS 332.155

OAR 581-022-2345

Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629 (2012); Asbestos Hazard Emergency Response Act of 1986, 15 U.S.C. §§ 2641-2656 (2012).

Alsea School District 7J

Code: **FC**
Adopted: 11/18/15
Orig. Code: FC

Capital Construction Program

The Board may submit to voters, on any election date specified in Oregon Revised Statutes, the question of contracting a bonded indebtedness to build or renovate school buildings or to purchase school sites. ~~or to purchase equipment.~~ Before such a bond election, the specific needs for facilities will be communicated to the public. Careful estimates will be made as to amounts required for the project~~site purchase, construction and equipment~~.

All new construction or alterations to existing buildings will ensure to the maximum extent feasible that facilities are readily accessible and usable by individuals with disabilities.

Following approval by the voters, the bonds to be issued will be advertised appropriately. The date of issue will be coordinated with tax collection dates, payments on bonds already outstanding and favorable market conditions. Disposition of the bonds may~~will~~ be accomplished by public sale on a competitive bid or negotiated basis, as determined by the Board~~. The Board reserves the right to reject any and all bids~~.

The Board will annually appropriate district funds in the bonded debt service fund for the purpose of paying interest and principal on outstanding bonds. If sufficient funds are not available in the debt service fund, the Board will authorize by resolution an interfund loan for the purpose of meeting debt service requirements.

The capital projects fund is the fund authorized by the approval of the bond issue. Initial receipts from the sale of bonds are deposited in, ~~this fund~~ and actual expenditures ~~for sites, buildings and equipment are~~ made from, this fund ~~it~~. The Board will adopt an annual appropriation~~budget~~ resolution authorizing payments~~withdrawal~~ from the fund of the amounts needed to meet contractual obligations~~payments~~ due architects, contractors and other individuals or firms. The Board will receive periodic reports on expenditures made from this fund as compared with original appropriations for various projects.

END OF POLICY

Legal Reference(s):

ORS 195.110
ORS 197.295 to -197.314
ORS Chapter 255
ORS Chapter 294
ORS 328.205
ORS 328.542 to -328.565
ORS 332.155

Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629 (2012); Asbestos Hazard Emergency Response Act of 1986, 15 U.S.C. §§ 2641-2656 (2012).
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2006); 28 C.F.R. Part 35 (2006).
Americans with Disabilities Act Amendments Act of 2008.

Alsea School District 7J

Code: **FEA**
Adopted: 11/18/15
Orig. Code: FEA

Capital Improvement - Educational Program

To ensure ~~that~~ all new and remodeled facilities are designed to best implement the educational program, the superintendent will provide for detailed educational specifications prior to design and construction of new buildings or renovation of existing buildings. These specifications will include descriptions of:

1. All activities that will take place in the building;

2. The curriculum to be housed in the building;

3. Specific architectural characteristics desired;

4. The facilities needed, ~~their~~ equipment requirements as provided by law,~~and their~~ space relationships to other facility elements and ready accessibility and usability by persons with disabilities;

5. Pertinent budget and other governing factors.

The preparation of educational specifications serves a two-fold purpose:

1. To encourage~~clarify and consolidate the thinking of administration,~~ staff~~, Board~~ and community input on the needs, desires and objectives of the educational program to be conducted within the proposed new building; and

2. To organize this information in a manner that can be easily and clearly interpreted by an architect.

The Board, superintendent, staff, student and citizen representatives and the architect should be involved in developing educational specifications. Consultants may be used when deemed necessary by the superintendent and the Board.

END OF POLICY

Legal Reference(s):

ORS 195.110
ORS 197.295 to -197.314
ORS 332.107
ORS 332.155
OAR 581-022-2345

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2006); 28 C.F.R. Part 35 (2006). Americans with Disabilities Act Amendments Act of 2008.

Alsea School District 7J

Code: **FEB**
Adopted: 11/18/15
Orig. Code: FEB

Selection of Architect

This would be covered in DJCA – Personal Services Contracts

The Board will employ a licensed architect to design the plans of each proposed building, building addition or extensive renovation.

In selecting architects, the following criteria shall include but not be limited to:

1. Experience in school construction;

2. Evidence of relevant experience in special situations, such as facilities for persons with disabilities;

3. Creative design ability;

4. Technical knowledge to control the design so the best results are obtained for the smallest amount of money;

5. Executive and business ability to oversee the proper performance of contracts;

6. Proven ability in all major phases of planning and construction: pre-design planning, schematic design, design development, bidding, construction;

7. Ability and temperament to work cooperatively with others, willingness to consult with staff on educational specifications;

8. Extent and experience of architectural staff in relation to the scope of the planned project.

The architect will be selected by the Board on the basis of the above criteria and will be employed under contract.

END OF POLICY

Legal Reference(s):

ORS Chapters 279A, 279B and 279C ORS 332.107 ORS 455.642

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2006); 28 C.F.R. Part 35 (2006). Americans with Disabilities Act Amendments Act of 2008.

Alsea School District 7J

Code: **FECBA**
Adopted: 11/18/15
Orig. Code: FECBA

Energy-Conserving Construction

The Board recognizes the importance and need for energy conservation in the construction of new district facilities.

Proposed construction and renovation projects that contain the most efficient energy-saving plans within an acceptable budget will have high priority. Energy-saving designs will be documented in the architectural evaluation and will comply with educational specifications and cost control checklists as determined by the Board.

A continuous study of energy problems and energy sources will be maintained for future planning.

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 332.155

Alsea School District 7J

Code: **FEF/FEFB**
Adopted: 11/18/15
Orig. Code: FEF/FEFB

Construction Contracts - Bidding and Awards

This is covered by DJC – Bidding Requirements
The Board will serve as its own Local Contract Review Board.

The Board will procure contracts for construction or renovation of facilities according to the provisions of state law and Oregon Administrative Rules. Prequalification of bidders may be required by the district.

Contractors shall be registered as required by Oregon law.

For every contract for which a bond is required, a bond with good and sufficient sureties will be required of the contractor. The purpose of the bond is to assure:

1. The obligations of the contract are faithfully performed;
2. Payment is promptly made to all persons supplying labor or materials to the contractor or subcontractor for the work provided in the contract;
3. All contributions for workers' compensation and unemployment insurance are made promptly;
4. All sums required to be deducted and retained from the contractor's and subcontractor's employees' wages are paid.

END OF POLICY

Legal Reference(s):

ORS Chapters 279A, 279B and 279C

Alsea School District 7J

Code: FL
Adopted: 11/18/15
Orig. Code: FL

Retirement of Facilities

Certain school buildings may no longer be adequate for instructional purposes and should be used to benefit the district or public in other ways. In determining which facility is to be retired for regular school purposes, the Board's decision~~Board~~ will be guided by a~~this~~ combination of these factors:

1. Educational flexibility: Which school building is least adaptable for housing a modern and flexible educational program?

2. Site: Which school site is least adequate for continued use as an educational center?

3. Cost: Which school building represents the highest cost in terms of upkeep, maintenance and renovation?

The Board may invite the viewpoints of community residents and staff in making its decision.

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 332.155

OAR 437-001-0760
OAR 437-002-0020 to -0075

OAR 581-022-2345

Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629 (2012); Asbestos Hazard Emergency Response Act of 1986, 15 U.S.C. §§ 2641-2656 (2012).

Alsea School District 7J

Code: FK
Adopted: 11/18/15
Orig. Code: FK

Facilities Renovation

The Board's priorities for funding renovation of facilities are in order of priority, as follows:

1. Protection of life and health; compliance with mandated requirements governing construction codes and fire safety requirements;

2. Direct support of the educational program;

3. Urgently required projects to comply with the priorities set forth in the district's comprehensive planning program for facilities and sites;

4. All other Board~~Other~~ priorities.

5. The participation of staff, parents and ~~as identified by~~ the community in the development of plans for new and renovated facilities will be actively solicited~~Board~~.

The superintendent will establish procedures for requesting, approving and scheduling facilities renovation.

Plans for new and remodeled buildings will be designed and offer accommodations to make them accessible to persons with disabilities. The Board will review construction plans to ensure~~assure~~ that new and remodeled buildings are made fully accessible.

END OF POLICY

Legal Reference(s):

ORS 195.110
ORS 197.295 to -197.314
ORS 332.107
ORS 332.155

OAR 437-001-0760
OAR 437-002-0020 to -0081
OAR 437-002-0180 to -0182
OAR 437-002-0368

OAR 437-002-0377
OAR 437-002-0390
OAR 437-002-0391

Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629 (2012); Asbestos Hazard Emergency Response Act of 1986, 15 U.S.C. §§ 2641-2656 (2012).
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016). Americans with Disabilities Act Amendments Act of 2008.

Alsea School District 7J

Code: FJ
Adopted: 11/18/15
Orig. Code: FJ

Temporary District Facilities

The~~It is the~~ Board's goal is to have sufficient permanent facilities to meet the needs of district~~school~~ enrollment and the district's programs~~school program~~. Rented facilities, movable units and other emergency school housing may be inadequate for long-term public school purposes.

If circumstances require immediate space not available in public school buildings, facilities will be leased~~rented~~ or moveable structures will be used ~~only~~ as a temporary measure.

The Board encourages the involvement of staff, parents and the community in the decision-making process, whenever possible. The superintendent will give due consideration to all such input in their recommendations to the Board. All final decisions regarding the use of temporary district facilities will be made by the Board.

Any such facility must conform to all appropriate federal, state and local building and land use codes, health and fire laws, environmental standards and provisions for accessibility and usability as required by the Americans with Disabilities Act.

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 332.155

OAR 437-001-0760
OAR 437-002-0020 to -0081
OAR 437-002-0161
OAR 437-002-0180 to -0182
OAR 437-002-0368
OAR 437-002-0377
OAR 437-002-0390
OAR 437-002-0391

Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629 (2012); Asbestos Hazard Emergency Response Act of 1986, 15 U.S.C. §§ 2641-2656 (2012).
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).
Americans with Disabilities Act Amendments Act of 2008.

Alsea School District 7J

Code: **FFA**
Adopted: 11/18/15
Orig. Code: FFA

Memorials

The Board will consider the acceptance of memorial scholarships in honor of a person~~persons~~ who has a~~have~~ special significance to the students, the district or the community. A room or item may be named for the person in whose honor the scholarship fund is created. A memorial plaque may be appropriately~~appropriate~~ dedicated whenever a room or item is designated as a memorial in conjunction with a scholarship fund.

Offers of a memorial scholarships will be submitted to the superintendent together with information concerning the purpose of the memorial and administration of the scholarship fund.

A ~~The superintendent/~~principal may receive items for ~~his/her~~ their school as a memorial to a student or person having a special significance to the students of that school. An item~~Items~~ received as a memorial becomes~~memorials become~~ the property of the district. A~~The~~ principal must have the superintendent's approval to accept any item that may require additional maintenance cost to the district. The superintendent may establish guidelines for the acceptance of such a memorials. The spreading of the ashes of a deceased individual on district grounds is prohibited.

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 332.385

Your Name and Position

301 S 3rd St
PO BOX B
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MEMO

OK for board approval
1/10/23

Date: 1/4/23

To: Sean Gallagher

From: Bart Rothenberger

Re: Coop with Philomath for Baseball/Softball

I would like to propose and have approval for a coop for Baseball and Softball with Philomath High School. I have spoken with Tony Matta at Philomath High School and they would like to honor the coop. I have surveyed out student athletes and currently we had 4 girls interested in softball and 4 boys interested in baseball. Earlier in the year we were looking at cooping with Eddyville for both but with the lack of interest we can not justify the cost for such few student athletes. I feel since we have a bus that goes to Philomath after school it makes perfect since for us to coop with Philomath. Other options would be Monroe.

Sincerely,

Bart Rothenberger
Athletic Director

Alsea School District 7J

Code: GBC-AR
Revised/Reviewed: 5/13/21
Orig. Code(s): GBC-AR

Staff Ethics

District employees are allowed financial benefits as identified in Oregon Revised Statute (ORS) 244.040(2), such as their official compensation package, reimbursed expenses, limited honoraria and unsolicited awards for professional achievement. District employees are prohibited from using or attempting to use ~~his/her~~ their district position to obtain a financial gain or to avoid a financial detriment for the district employee, a relative or member of the household of the employee, or any business with which the employee or a relative or member of the household of the employee is associated, if the opportunity for financial gain or avoidance of a financial detriment would not otherwise be available but for the employee's position with the district. Specifically, this means that:

1. Employees will not use district equipment for personal use, unless it is available to a significant segment of the general public. This includes, but is not limited to, the personal use of the district's:

   a. Fax machine[1];
   b. Phones to make long distance personal calls;
   c. District vehicles;
   d. Professional technology equipment (e.g., wood shop, automotive shop, CAD); and
   e. Athletic facilities (e.g., pool or weight room).

   Further, the district's supplies, facilities, equipment, employees, records or any other public resources are not to be used to engage in private business interests. For example, the district's computer cannot be used to sell products on an auction website during school hours.

2. When employees are traveling on official district business, any gift given because of this travel must be either declined or passed on to the district for use for future district travel. For example, if the hotel where the employee is staying gives the employee a free night's stay on a future visit, this must be declined or given back to the district for future district travel. The frequent flyer miles earned when traveling on official district business can only be used for district travel. If the employee's spouse is traveling with the employee, the employee is responsible for all additional charges (i.e., additional room charge).

3. Employees may not use personal credit cards for district travel or other district business and receive incentives such as cash reimbursements, frequent flyer miles and other benefits based upon the dollar amount of purchases made.

4. Employees may not use discounts offered by private companies for the employee's personal benefit if the discount is only offered because of the employee's official position. For example, an office supplies store provides all teachers a 10 percent discount. Because the teachers are receiving this discount only because of their official position, they cannot use the discount to purchase personal items. Teachers may use the discount to purchase items for district use. Employees can also accept

[1] The district could establish a fee schedule that would allow only district employees to pay for the personal use of the district fax machines. If the district established a fee schedule for the use of fax machines the fee schedule must be equal to or exceed the prevailing rates offered at commercial businesses.

the discount if it is also available to a substantial segment of the population who are not public officials.

5. Employees may accept free passes to district extracurricular events if they are attending these events in their official capacity (i.e., chaperoning, ticket sales or managing concession sales). In order to promote employee participation in extracurricular activities, the district may include free passes in employees' official compensation packages or employees may be reimbursed by the district for the cost of admission.

6. The employee's district position is not to be used to take official action that could have a financial impact on a private business with which, the employee, a relative or member of the employee's~~your~~ household are associated. For example, if the employee's brother owns a pest-control business which is seeking a contract with the district, and the employee is part of the decision-making process, the employee must declare an actual conflict of interest in writing, describing the nature of the employee's conflict, and provide this to the employee's~~your~~ supervisor.

7. Confidential information gained as a district employee is not to be used to obtain a financial benefit for the employee, a relative or member of the employee's~~public official's~~ household or a business with which any are associated. For example, the employee should not use the information that a student in ~~your~~ class is falling behind in math to provide the parents a referral to the employee's sister's tutoring business.

8. District employees who mentor student teachers may not receive direct payments from sponsoring colleges or universities. The payment may be provided by the college or university to the district, which can then distribute the compensation to the teachers as an element of their official compensation package.

9. District employees must follow Oregon Government Ethics Commission guidelines for outside employment if the employee acts as a chaperone for student group trips on personal time and the district employee accepts compensation in the form of travel expenses from a private business or organization. Specifically, district employees must conduct all activities related to the trip on personal time and cannot use the classroom or school environment to plan the off-campus trip. Employees may use district facilities for this purpose only if they comply with the district's public use of facilities policy. It is not an ethics violation for the employee to accept reasonable expenses for accompanying students on an education trip.

   These restrictions do not apply if the teacher is chaperoning students on a fact-finding mission that is officially sanctioned by the Board. ~~The definition of a fact-finding mission is, in part, any activity related to a cultural or educational purpose. *See* OAR 199-005-0020(3)(a). The district employee must be directly and immediately associated with the event or location being visited. If a district employee only acts as a chaperone and does not provide instruction or guidance for the students in language usage or cultural events, the trip may not meet the requirements of ORS 244.020(6)(H)(i). Further, the employee can only accept the reimbursement of reasonable travel expenses from the private company, not any further compensation.~~

   ~~These restrictions do not apply if the district compensates the district employee for chaperoning the trip.~~

Alsea School District 7J

Code: **GBCBA**
Adopted: 11/18/15
Orig. Code: GBCBA

Alcohol/Controlled Substance Use

The following conduct is strictly prohibited and will subject an employee to immediate discipline, up to and including termination:

1. The buying, selling, transporting, possessing, providing~~transportation, possession, provision~~ or using~~use~~ of intoxicants, including alcohol~~,~~ or any controlled substances as defined by law, while on district property, during work hours (including meal periods), while assigned to extra duty or special projects, including those held after or in addition to regular school hours and while driving between work~~-~~sites during the work~~-~~day in either a district-supplied vehicle or a vehicle supplied by the employee;

2. Reporting for work under the influence of alcohol, intoxicants or any controlled substance. An individual is considered to be "under the influence of alcohol, intoxicants and/or a controlled substance" when, in the district's determination, the controlled substance, alcohol or intoxicant is at a level that it may impair the individual's ability to safely and/or efficiently perform assigned work OR prevent the employee from presenting a positive role model to students.

~~If the district has reasonable suspicion to believe that an employee is under the influence of intoxicants, including alcohol or any controlled substance, the district may require the employee submit to immediate testing by trained medical personnel. Refusal to submit immediately to such tests may result in disciplinary action, up to and including dismissal. "Reasonable suspicion" may be created by such things as slurred speech, dilated pupils, suspicious odors and unsteady balance.~~

The district ~~also~~ reserves the right, with prior notice and reasonable suspicion, to conduct searches of district property, vehicles or equipment at any time. A refusal to submit to a search may result in disciplinary action, up to and including dismissal.

The superintendent~~administration~~ will develop ~~appropriate regulations,~~ procedures, consent forms~~,~~ and such notifications as are needed for an orderly implementation of this policy.

END OF POLICY

Legal Reference(s):

ORS Chapter 475
ORS 657.176
ORS 659.840
ORS 659A.300

OAR 581-053-0220(3)(h)
OAR 581-053-0230(9)(t)
OAR 581-053-0330(1)(n),(o)
OAR 581-053-0420(3)(c)
OAR 581-053-0430(13),(14)

OAR 581-053-0531(12),(13)
OAR 581-053-0615(2)(c)(D)(ii)
OAR 581-053-0620(1)(s)
OAR 584-020-0040
OAR 839-006-0200 to -0265

Controlled Substances Act, 21 U.S.C. § 812; Schedules of Controlled Substances, 21 C.F.R. §§ 1308.11-1308.15 (2016). Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016). Americans with Disabilities Act Amendments Act of 2008.

Alsea School District 7J

Code: **GBD**
Adopted: 11/18/15
Orig. Code: GBD

Board-Staff Communications

The Board desires to maintain open communication channels between itself and the staff. The basic line of communication will be through the ~~district~~ superintendent. This~~However, this~~ policy does not restrict protected labor relations communications of bargaining unit members. The superintendent will develop and recommend to the Board, processes for communications between the Board and district employees.

~~Official c~~Communications or reports to the Board or Board committee from any staff member or members should be submitted through the superintendent. This procedure will~~should~~ not be construed as denying the right of any employee to address the Board about issues which are neither part of an active administrative procedure, nor disruptive to the operation of the district.

All official communications, policies and directives of staff interest and concern will be communicated to staff members through the superintendent. The superintendent will communicate~~employ media~~ as appropriate to keep staff fully informed of the Board's concerns and actions.

END OF POLICY

Legal Reference(s):

OAR 581-022-2405

Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).
Connick v. Myers, 461 U.S. 138 (1983).
Lebanon Education Association/OEA v. Lebanon Community School District, 22 PECBR 323 (2008).

Alsea School District 7J

Code: **GBDA**
Adopted:

Expression of Milk or Breast-feeding in the Workplace *

(This applies to a district that employs 10 or more employees)

When possible an employee must give reasonable notice of the intent to express milk or breast-feed to principal. The district shall provide the employee a reasonable rest period to express milk or breast-feed each time the employee has a need to express milk or breast-feed. If feasible, the employee will take the rest period at the same time as the rest periods or meal periods provided by the district.

The district will make a reasonable effort to provide a location, other than a public restroom or toilet stall, in close proximity to the employee's work area, where an employee can express milk or breast-feed in private, concealed from view and without intrusion by other employees or the public. "Close proximity" means within walking distance from the employee's work area that does not appreciably shorten the rest or meal period. If a private location is not within close proximity to the employee's work area, the district may not include the time taken to travel to and from the location as part of the break period.

The following locations have been identified in each facility for milk expression or breast-feeding:

1. District office: conference room;

2. Alsea School District: coach's office in the girls' locker room;

An employee who expresses milk during work hours may use the available refrigeration to store the expressed milk. The district must allow the employee to bring a cooler or other insulated food container to work for storing the expressed milk and ensure there is adequate space in the workplace to accommodate the employee's cooler or insulated food container.

This policy and the list of designated locations is published in the employee handbook. The list of designated locations is available upon request in the central office of each school facility and in the district's central office.

This policy only applies to employees who are expressing milk or breast-feeding for children 18 months of age or younger.

END OF POLICY

Legal Reference(s):

ORS 243.650
ORS 653.077
ORS 653.256
OAR 839-020-0051

PROPOSED

Alsea School District 7J

Code: **GBE**
Adopted: 11/18/15
Orig. Code: GBE

Staff Health and Safety

The Board authorizes the superintendent to take appropriate means to provide for the health and safety of all employees while engaged in the performance of their duties.

The superintendent will develop training activities and written procedures necessary to deal with the use of hazardous chemicals. Training will include the identification, use, storage~~accomplish this goal~~ and disposal techniques needed to assure safety of staff and students.

In meeting~~meet~~ the requirements of the law,~~.~~

~~All~~ employees will be trained to recognize and ~~to~~ respond appropriately to the presence of hazardous chemicals ~~materials~~.

All employees shall conduct their work in compliance with the safety rules of the district.

The superintendent will provide staff members with the Safety Data Sheets (SDS), which must accompany any hazardous substance used in the school setting.

END OF POLICY

Legal Reference(s):

ORS 243.650
ORS 329.095
ORS 453.001 to -453.275

OAR 437-001-0760
OAR 437-002-0020 to -0075
OAR 437-002-0140
OAR 437-002-0144
OAR 437-002-0145
OAR 437-002-0180 to -0182
OAR 437-002-0360
OAR 437-002-0368
OAR 437-002-0377
OAR 437-002-0390
OAR 437-002-0391
OAR 581-022-2225

Alsea School District 7J

Code: **GAA**
Adopted: 8/11/22
Orig. Code: GAA

Personnel: Definitions

"Licensed employees" are those holding a position that requires a license issued by the state Teacher Standards and Practices Commission (TSPC).

1. A "teacher" is an employee who holds a teacher's license or is registered to teach by TSPC.

2. A "contract teacher" is any teacher who has been regularly employed by a district for a probationary period of not more than three successive school years and who has been retained for the next succeeding school year.

3. A "probationary teacher" is one who is not a contract teacher and who is employed for at least 135 consecutive days in any school year as a teacher in the district. At least 30 consecutive days of employment in the district in a successive year shall be sufficient to keep the service intact, and the teacher shall not lose credit for previous probationary years served.

4. A "temporary teacher" is any teacher employed to fill a position designated as temporary or experimental or to fill a vacancy that occurs after the opening of school because of unanticipated enrollment or the death, disability, retirement, resignation, contract non-extension or dismissal of a contract or probationary teacher.

5. A "substitute teacher" is any teacher employed to take the place of a probationary or contract teacher who is temporarily absent. A substitute teacher is employed on a day-to-day basis, without contract, and does the work of the regularly assigned teacher during the latter's absence from duty. Substitutes will not be eligible for fringe benefits and will be paid at a rate established annually by the Board in accordance with the provisions of Oregon law.

6. An "intern teacher" is a regularly enrolled candidate of an approved educator preparation provider, who teaches under the supervision of the staff of the provider and of the employing district, in order to acquire practical experience in teaching. The intern teacher receives both academic credit from the provider and financial compensation from the district or education service district.

7. An "administrator" is an employee who holds a valid Oregon administrative license or registration and who works in a position requiring an administrative license. An administrator includes, but is not limited to, all superintendents, assistant superintendents, principals and academic program directors in public schools or education service districts, who have direct responsibility for supervision or evaluation of licensed teachers and who are compensated for their services with public funds.

8. A "specialist" is an employee who has a teaching license or a letter of authorization from the Oregon Department of Education and who is employed half-time or more.

"Classified personnel" are those employees in positions for which no teaching or administrative licenses are required by law.

1. “Regular classified employees” are those employed in positions established by the Board requiring 20 or more hours per week for at least a full school year.

2. “Part-time regular classified employees” are those employed in positions established by the Board requiring less than 20 hours per week for at least a full school year.

3. “Temporary/Substitute classified employees” are those employed on an as-needed basis. The Board shall determine if these employees are eligible for benefits.

“Supervisory employees” are those individuals having authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or responsibly to direct them, or to adjust their grievances or effectively to recommend such action if the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

“Confidential employees” are designated in accordance with Oregon law (ORS 243.650(6)). Such employees will be excluded from any bargaining unit. Salaries and benefits for confidential employees will be established by the Board.

“Administrative employee” means an employee of the district who possesses authority to formulate and carry out administrative and/or program decisions, or who represents administration’s interest by taking or effectively recommending discretionary actions that control or implement district policy, and who has discretion in the performance of these administrative and/or program responsibilities beyond the routine discharge of duties. An administrative employee need not act in a supervisory capacity in relation to other employees.

END OF POLICY

Legal Reference(s):

ORS 243.650(6), (23)
ORS 332.505
ORS 332.554(3)
ORS 342.120
ORS 342.125
ORS 342.420
ORS 342.610
ORS 342.815
ORS 342.835
ORS 342.840
ORS 342.845

OAR 584-020-0005

Job York v. Portland Sch. Dist., No. FDA 83-7 (August 1983).

Alsea School District 7J

Code: **GAB**
Adopted: 8/11/22
Orig. Code: GAB

Job Descriptions

Job descriptions serve to:

1. Describe all essential functions that the individual who holds the position must be able to perform unaided or with the assistance of a reasonable accommodation;

2. Describe attendance standards;

3. Help applicants determine the qualifications needed to fill a position;

4. Help district administrators determine which candidates to recommend for appointment; and

5. Assist administrators in the evaluation of the employee's performance of position responsibilities.

"Essential functions," as used in this policy means, the fundamental job duties of the employment position. A job function may be considered essential for reasons, including, but not limited to, the following:

1. The function may be essential because the reason the position exists is to perform the function;

2. The function may be essential because of the limited number of employees available among whom the performance of the job function can be distributed; and/or

3. The function may be highly specialized so that the individual is hired for ~~his/her~~ their expertise or ability to perform the particular function.

"Attendance standards," as used in this policy means, the regular work hours of the position, including leave and vacation provisions available through policy and/or collective bargaining agreements and any special attendance needs of the position as determined by the district.

Job descriptions will be developed under the supervision of the superintendent for each position in the district. Each job description shall be dated; as job descriptions are reviewed and/or revised new dates will be affixed.

Job descriptions will be coded and retained in a document titled *Job Descriptions for the Alsea School District*. The document will be available for inspection by any district employee or patron. Each employee shall receive a copy of their ~~his/her~~ job description. Each employee shall affix their ~~his/her~~ signature and date after having read the job description.

Job descriptions will be reviewed annually. Initial or revised job descriptions will be approved by the superintendent.

END OF POLICY

Legal Reference(s):

ORS 342.850(2)(b)(A) OAR 581-022-2405

Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (2012).
Title II of the Genetic Information Nondiscrimination Act of 2008.
Section 503 of the Rehabilitation Act of 1973.
Americans with Disabilities Act Amendments Act of 2008.

Alsea School District 7J

Code: **GB**
Adopted: 8/11/22
Orig. Code: GB

General Personnel Policies

The quality of the professional and support staff is of primary importance in achieving the district's educational objectives. In filling any licensed or classified position, the district will seek out and appoint the best qualified person available for the position.

* Notice of all regular job openings will be available to current staff members. Vacant positions may also be advertised through professional and institutional placement agencies, appropriate employment agencies, and general and specialized media.

Applications or inquiries concerning job openings will be directed to the personnel office on standard district application forms. The selection process will be coordinated and supervised by the superintendent, with the involvement of other appropriate administrators and supervisors.

Each candidate selected for a position with the district must possess or demonstrate eligibility for any license or permit required to fill the position. In addition, the individual must be insurable by the district's insurance carrier for any position requiring liability insurance coverage or bonding.

In accordance with Oregon law, the district may require any candidate, as a condition of employment, to hold a current, recognized first-aid card. A current employee required to hold a card will obtain it within 90 days from the date the district gives notification.

The superintendent will recommend candidates to fill licensed positions for Board approval. The superintendent will hire all classified employees, substitutes and part-time personnel as needed.

* Personnel selected for employment will be notified in writing following Board approval. This notification will specify the assignment, the job classification, the salary or hourly rate, the length of the workweek and the length of the assignment. Unsuccessful applicants who were interviewed will be notified.

Initial assignments of staff will be made by the superintendent or designee.

The superintendent will establish guidelines governing the recruitment, selection and employment of personnel in accordance with this policy.

END OF POLICY

Legal Reference(s):

ORS 342.664
ORS 408.225
ORS 408.230
ORS 408.235
ORS 653.305 to -653.326
ORS 659A.309
OAR 581-022-2405
OAR 839-006-0435
OAR 839-006-0440
OAR 839-006-0450
OAR 839-006-0455

Alsea School District 7J

Code: **GBA**
Adopted: 4/12/17
Orig. Code(s): GBA

Equal Employment Opportunity

Equal employment opportunity and treatment shall be practiced by the district regardless of race[1], color, religion, sex, sexual orientation, gender identity[2], national origin, marital status, pregnancy, childbirth or a related medical condition[3], age, veterans' status[4], service in uniformed service, familial status, genetic information, an individual's juvenile record that has been expunged, and disability[5] if the employee, with or without reasonable accommodation, is able to perform the essential functions of the position.

The superintendent will appoint an employee to serve as the officer in charge of compliance with the Americans with Disabilities Act and ~~of 1990,~~ the Americans with Disabilities Act Amendments Act ~~of 2008~~ (ADA), and Section 504 of the Rehabilitation Act ~~of 1973~~. The superintendent will also designate a Title IX coordinator to comply with the requirements of Title IX of the Education Amendments ~~of 1972~~. The Title IX coordinator will investigate complaints communicated to the district alleging noncompliance with Title IX. The name, address and telephone number of the Title IX coordinator will be provided to all students and employees.

The superintendent will develop other specific recruiting, interviewing and evaluation procedures as are necessary to implement this policy.

END OF POLICY

Legal Reference(s):

ORS 174.100
ORS 243.317 – 243.323
ORS 326.051
ORS 332.505
ORS 342.934
ORS 408.225
ORS 408.230
ORS 408.235
ORS 652.210 - 652.220
ORS 659.850
ORS 659A.003
ORS 659A.006
ORS 659A.009
ORS 659A.029
ORS 659A.030
ORS 659A.040
ORS 659A.082
ORS 659A.109
ORS 659A.112
ORS 659A.147
ORS 659A.233
ORS 659A.236
ORS 659A.309
ORS 659A.321
ORS 659A.409
ORS 659A.820
OAR 581-021-0045
OAR 581-022-2405
OAR 839-003-0000
OAR 839-006-0435
OAR 839-006-0440
OAR 839-006-0450
OAR 839-006-0455
OAR 839-006-0460
OAR 839-006-0465

[1] Race also includes physical characteristics , including but not limited to natural hair, hair texture, hair type and protective hairsty nded by House Bill 2935 (2021)).

[2] ~~"Sexual orientation" means an individual's~~ nosexuality, bisexuality or gender identity, ~~regardless of whether the individual's gende~~ avior differs from that traditionally ~~associated within the individual's sex at birt~~

[3] This unlawful employment practice relatec dical condition as described in House Bill 2341 (2019) (added to ORS 659A) applies t sons.

[4] The district grants a preference in hiring ar terans. A veteran is eligible to use the preference any time when applying for a pos se from service in the Armed Forces of the United States.

[5] This unlawful employment practice relatec 112 applies to employers who employ six or more persons (ORS 659A.106).

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et. seq. (2018).
Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-634 (2018); 29 C.F.R Part 1626 (2019).
Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2018).
Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2018).
Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 794 (2018); 34 C.F.R. Part 104 (2019).
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683, 1701, 1703-1705, 1720 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).
Wygant v. Jackson Bd. of Educ., 476 U.S. 267 (1989).
Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018).
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212 (2018).
Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff-1 (2018).
Chevron USA Inc. v. Echazabal, 536 U.S. 736 (2002).
Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. §§ 4301-4303 (2018).

Alsea School District 7J

Code: **GBA-AR**
Revised/Reviewed: 4/12/17
Orig. Code(s): GBA-AR

Veterans' Preference

Oregon's Veterans' Preference Law requires the district to grant a preference to qualified and eligible veterans and disabled veterans at each stage in the hiring and promotion process. To be **qualified** for veterans' preference, a veteran or disabled veteran must meet the minimum and any other special qualifications required for the position sought. To be **eligible** for veterans' preference[1] a veteran or disabled veteran must provide certification they are a veteran or disabled veteran as defined by Oregon law[2].

The district is not obligated to hire or promote a qualified and eligible veteran or disabled veteran. The district is obligated to interview all minimally qualified veterans or disabled veterans and to hire or promote a qualified or eligible veteran or disabled veteran if the individual~~he or she~~ is equal to or better than the top candidate after the veterans' preference has been applied.

A veteran may submit a written request to the district for an explanation of the reasons why they were not selected for the position.[3] ~~-~~ The district shall provide the reasons for not selecting the candidate when requested.

Recruitment Procedures

All job postings or announcements will include a concise list of minimum and any special qualifications required for the position. Job postings will include a statement that the district's policy is to provide veterans and disabled veterans with preference as required by law and the job posting will require applicants to provide certification[4] of eligibility for preference, in addition to other requested materials.[5]

Selection Procedures[6]

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[1] See Oregon Revised Statute (ORS) 408.235.

[2] See Oregon Revised Statute (ORS) 408.225 and OAR 839-006-0440 for definitions~~: definition~~ of veteran and disabled veteran.

[3] ~~Oregon Revised Statute (ORS) 408.230(5)~~

[4] See Verification of Veteran's Preference (OAR 839-006-0465). An applicant claiming veteran's or disabled veteran's preference will submit a copy of their Certificate of Release or Discharge from Active Duty (DD Form 214 or 215) or a certification that the veteran is expected to be discharged or released from active duty under honorable conditions not later than 120 days after the submission of the certification. A disabled veteran may also submit a copy of their letter from the U.S. Department of Veterans Affairs, unless the information is included in the DD Form 214/215 or a certification that the veteran is expected to be medically separated from active duty under honorable conditions not later than 120 days after the submission of the certification.

[5] ~~Verification of Veteran's Preference~~

[6] If the district chooses not to use a scored system the law requires that the district give special consideration in the district's hiring decision to veterans and disabled veterans and the district will need to be able to demonstrate the method used for providing special consideration. ORS 408.230(2)(c).

Step 1: Before the review of any applications the clerk or deputy clerk will establish an evaluation scoring guide based on the minimum and any special qualifications listed in the job posting.

Step 2: The clerk or deputy clerk will review the application materials using the ~~above~~ evaluation scoring guide to determine which applicants meet the minimum and any special qualifications listed in the job posting. In assessing the applicant materials of a veteran or disabled veteran the clerk or deputy clerk shall evaluate whether the skill experience obtained in the military are transferable to the posted position. ~~In this step the district **does not** apply a veterans' preference.~~ Any applicants that do not meet the minimum and any special qualifications shall be removed from the applicant pool.

Step 3: Based on Step 2, the clerk or deputy clerk determines who will be interviewed. All qualified and eligible veterans or disabled veterans shall be given an opportunity to interview.

Step 4: Interview questions and scoring sheets will be developed and each scoring sheet must be completed after each interview by the interviewers.

Step 5: Following completion of the interviews, the clerk or deputy clerk shall complete the selection matrix and score the applicants based on the scoring sheets completed during interviews. Veterans' preference shall~~points must~~ be applied by adding 5 percentage points to an eligible veteran and 10 percentage points to an eligible disabled veteran.

Step 6: The clerk or deputy clerk makes the offer to the applicant with the highest final score. The district is not obligated to hire or promote a qualified and eligible veteran or disabled veteran.

The district is obligated to hire or promote a qualified or eligible veteran or disabled veteran if they are equal or better than the top candidate after the veterans' preference has been applied.

A veteran may submit a written request to the district for an explanation of the reasons why they were not selected for the position. The district shall provide the reasons for not selecting the candidate when requested.

Filing a Complaint

A veteran or disabled veteran is encouraged to contact the district office if they have any concerns or questions concerning the application of or the process used for veterans' preference.

A veteran or disabled veteran claiming to be aggrieved by a violation of Board policy GBA - Equal Employment Opportunity or this administrative regulation, may file a written complaint with the Civil Rights Division of the Bureau of Labor and Industries (BOLI) in accordance with Oregon Revised Statute (ORS) 659A.820.

~~A veteran will submit: (a) a copy of their Certificate of Release or Discharge from Active Duty (DD Form 214 or 215); or (b) proof of receiving a nonservice connected pension from the U.S. Department of Veterans Affairs. A disabled veteran will submit a copy of their letter from the Department of Veterans Affairs verifying disabled veteran status.~~

~~4:OSBA recommends use of a scored system. If the district chooses not to use a scored system the law requires that the district give special consideration in the district's hiring decision to veterans and disabled veterans and the district will need to be able to demonstrate the method used for providing special consideration." ORS 408.230(2)(c).~~

~~5:The points are based on a 100 point scoring matrix. If a 100 point scoring matrix is not used, the district must use a multiplier equivalent to 5 percent for a veteran and 10 percent for a disabled veteran, or the equivalent.~~

Alsea School District 7J

Code: **GBC**
Adopted: 5/11/16
Orig. Code(s): GBC

Staff Ethics

I. Prohibited Use of Official Position for Financial Gain

~~**I. Conflict of Interest**~~

No district employee will attempt to use their~~his/her~~ district position to obtain ~~personal financial benefit or avoidance of financial detriment or~~ financial gain or avoidance of financial detriment for themselves, relatives, members of household ~~members~~ or for any business with which the employee, a household member or relative is associated, if the financial gain or avoidance of financial detriment would not otherwise be available but for the district employee's employment with the district.

This prohibition does not apply to any part of an official compensation package as approved by the Board, honorarium ~~allowed by ORS 244.042~~, reimbursement of expenses, or unsolicited awards of professional achievement. Further, this prohibition does not apply to gifts from one without a legislative or administrative interest. Nor does it apply if the gift is under the $50 gift limit for one who has a legislative or administrative interest in any matter subject to the decision or vote of the district employee.

The employee may receive district or school logo apparel as part of the employee's official compensation package.

District employees will not engage in, or have a personal financial interest in, any activity that raises a reasonable question regarding the use~~of conflict~~ of their official position in regard to ~~interest with~~ their duties and responsibilities as district employees.~~staff members.~~ This would also apply to any personal financial benefit for the district employee's relative or member of household of the employee, or any business with which the district employee or a relative or member of the household of the district employee is associated.

This means that:

1. Employees, relatives or members of the district employee's household will not use the employee's~~their~~ position to obtain financial gain or avoidance of financial detriment from students, parents or staff;

2. Any device, publication or any other item developed during the employee's paid time shall be district property;

3. Employees will not further personal gain through the use of confidential information gained in the course of or by reason of position or activities in any way;

4. No district employee may serve as a Board or budget committee member in the district;

5. An employee will not perform any duties related to an outside job during ~~his/her~~ regular working hours or during the additional time that they~~he/she~~ need~~s~~ to fulfill the position's responsibilities; nor will an employee use any district facilities, equipment or materials in performing outside work;

6. If an employee authorizes a public contract, the employee may not have a direct beneficial financial interest in that public contract for two years after the date the contract was authorized.

If a district~~an~~ employee has a potential or actual conflict of interest, the district employee must notify ~~his/her~~ their supervisor in writing of the nature of the conflict and request that the supervisor dispose of the matter giving rise to the conflict. This must be done on each occasion the district employee is met with a conflict of interest.

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

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

In order to avoid violation of nepotism provisions~~both potential~~ and district policy~~actual conflicts of interests~~, district employees must abide by the following ~~rules~~ when an employee's relative or member of the household of the district employee, is seeking and/or holds a position with the district:

1. A district employee may not appoint, employ, promote, discharge, fire, or demote or advocate for such an employment decision for a relative or a member of the household, unless ~~he/she~~ the employee complies with the conflict of interest requirements of Oregon Revised Statute (ORS)~~ORS~~ Chapter 244. This rule does not apply to employment decisions regarding unpaid volunteer position, unless it is a Board-related position;~~.~~

2. A district employee may not participate as a public official in any interview, discussion, or debate regarding the appointment, employment, promotion, discharge, firing, or demotion of a relative or a member of the household. An employee may still serve as a reference, provide a recommendation, or perform other acts that are part of the normal job functions of the employee;~~.~~

3. More than one member of an employee's family may be hired as a regular district employee. In accordance with Oregon law, however, the district may refuse to hire individuals, or may transfer current employees, in situations where an appointment would place one family member in a position of exercising supervisory, appointment or grievance adjustment authority over another member of the same family.

"Member~~In the *conflict* of *interest context*, a "member of the~~ household" means any person who resides with the employee.

"Relative~~ and "relative~~" means: the

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

~~2.~~4. ~~The spouse~~ of the employee; or the~~employee's~~ parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law of the spouse of the employee. Relative also includes any individual for whom the employee has a legal support obligation, whose employment provides benefits[2] to the employee, or who receives any benefit from the employee's public employment.

II. Gifts

District employees must comply with the following rules involving gifts:

Employees are public officials and therefore will not solicit or accept a gift or gifts with an aggregate value in excess of $50 from any single source in a calendar year that has a legislative or administrative interest in any matter subject to the decision or vote of the district employee. All gift -related provisions apply to the employee, their relatives, and members of their household. The $50 gift limit applies separately to the employee, and to the employee's relatives or members of household, meaning that the employee and each member of their household and relative can accept up to $50 each from the same source/gift giver. A gift may be received by the district employee from, but not limited to, another district employee, a student or parent of a student or a vendor within the $50 gift limit. Except for exclusions in ORS 244.040(2), an item received by an employee from the district is prohibited.

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

~~2.~~ "Relative" means: the spouse[3]~~":~~

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

~~b.~~a. ~~The spouse~~ of the employee; or the~~employee's~~ parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law of the spouse of the employee. Relative also includes any individual for whom the employee has a legal support obligation, whose employment provides benefits[4] to the employee, or who receives any benefit from the employee's public employment.

~~3.~~2. "Member of the household" means any person who resides with the employee.

Determining the Source of Gifts

Employees, the employee's relatives or members of the employee's household~~Employees~~ should not accept gifts in any amount without obtaining information from the gift giver as to who is the source of the

[1] The term spouse includes domestic partner.

[2] Examples of benefits may include, but not be limited to, elements of an official compensation package including benefits such as insurance, tuition or retirement allotments.

[3] Ibid. p. 2

[4] Ibid. p. 3

gift. It is the employee's personal responsibility to ensure that no single source provides gifts exceeding an aggregate value of $50 in a calendar year, if the source has a legislative or administrative interest in any matter subject to the decision or vote of the district employee. If the giver does not have a legislative or ~~/~~administrative interest, the $50 limit does~~ethics rules on gifts do~~ not apply and the employee need not keep track of it, although they are advised to do so anyway in case of a later dispute.

Determining Legislative and Administrative Interest

A "legislative or administrative interest" means an economic interest, distinct from that of the general public, in any action subject to the official decision of an employee.

A "decision" means an act that commits the district to a particular course of action within the employee's scope of authority and that is connected to the source of the gift's economic interest. A decision is not a recommendation or work performed in an advisory capacity. If a supervisor delegates the decision to a subordinate but retains responsibility as the final decision maker, both the subordinate and supervisor's actions would be considered a ~~"~~decision.~~"~~

Determining the Value of Gifts

The fair market value of the merchandise, goods, or services received will be used to determine benefit or value.

"Fair market value" is the dollar amount goods or services would bring if offered for sale by a person who desired, but was not obligated, to sell and purchased by one who is willing, but not obligated, to buy. Any portion of the price that was donated to charity, however, does not count toward the fair market value of the gift if the employee does not claim the charitable contribution on personal tax returns. Below are acceptable ways to calculate the fair market value of a gift:

1. In calculating the per person cost at receptions or meals the payor of the employee's admission or meal will include all costs other than any amount donated to a charity.

   For example, a person with a legislative or administrative interest buys a table for a charitable dinner at $100 per person. If the cost of the meal was $25 and the amount donated to charity was $75, the benefit conferred on the employee is $25. This example requires that the employee does not claim the charitable contribution on personal tax returns.

2. For receptions and meals with multiple attendees, but with no price established to attend, the source of the employee's meal or reception will use reasonable methods to determine the per person value or benefit conferred. The following examples are deemed reasonable methods of calculating value or benefit conferred:

   a. The source divides the amount spent on food, beverage and other costs (other than charitable contributions) by the number of persons whom the payor reasonably expects to attend the reception or dinner;
   b. The source divides the amount spent on food, beverage and other costs (other than charitable contributions) by the number of persons who actually attend the reception or dinner; or
   c. The source calculates the actual amount spent on the employee.

3. Upon request by the employee, the source will give notice of the value of the merchandise, goods, or services received.

4. Attendance at receptions where the food or beverage is provided as an incidental part of the reception is permitted without regard to the fair market value of the food and beverage provided.

Value of Unsolicited Tokens or Awards: Resale Value~~value~~

Employees may accept unsolicited tokens or awards that are engraved or are otherwise personalized items. Such items are deemed to have a resale value under $25 (even if the personalized item cost the source more than $50), unless the personalized item is made from gold or some other valuable material that would have value over $25 as a raw material.

Entertainment

Employees may not solicit or accept any gifts of entertainment over $50 in value from any single source in a calendar year that has a legislative or administrative interest in any matter subject to the decision of the employee unless:

1. The entertainment is incidental to the main purpose of another event (i.e., a band playing at a reception). Entertainment that involves personal participation is not incidental to another event (such as a golf tournament at a conference); or

2. The employee is acting in their official capacity for a ceremonial purpose.

   Entertainment is ceremonial when an employee appears at an entertainment event for a "ceremonial purpose" at the invitation of the source of the entertainment who requests the presence of the employee at a special occasion associated with the entertainment. Examples of an appearance by an employee at an entertainment event for a ceremonial purpose include: throwing the first pitch at a baseball game, appearing in a parade and ribbon cutting for an opening ceremony.

Exceptions

The following are exceptions to the ethics rules on gifts that apply to employees:~~.~~

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

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

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

   a. Organized Planned Events. Employees are permitted to accept payment for travel conducted in the employee's official capacity, for certain limited purposes:

      (1) Reasonable expenses (i.e., food, lodging, travel, fees) for attendance at a convention, fact-finding mission or trip, or other meeting do not count toward the $50 aggregate amount IF:

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

(i) The giver is a unit of a:

1) Federal, state, or local government;
2) An Oregon or federally recognized Native American Tribe; OR
3) Nonprofit corporation.

(b) The employee is representing the district:

(i) On an officially sanctioned trade-promotion or fact-finding mission; OR
(ii) Officially designated negotiations or economic development activities where receipt of the expenses is approved in advance by the superintendent.

(2) The purpose of the~~this~~ exception in a. above is to allow employees to attend organized, planned events and engage with the members of organizations by speaking or answering questions, participating in panel discussions or otherwise formally discussing matters in their official capacity. This exception to the gift definition does not authorize private meals where the participants engage in discussion.

4. Food or beverage, consumed at a reception, meal, or meeting IF held by an organization and IF the employee is representing the district.

"Reception" means a social gathering. Receptions are often held for the purpose of extending a ceremonial or formal welcome and may include private or public meetings during which guests are honored or welcomed. Food and beverages are often provided, but not as a plated, sit-down meal;~~.~~

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

6. Waiver or discount of registration expenses or materials provided to employee at a continuing education event that the employee may attend to satisfy a professional licensing requirement;~~.~~

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

8. Reasonable expenses paid to employee for accompanying students on an educational trip.

Honoraria

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

The honoraria rules do not prohibit the solicitation or receipt of an honorarium or a certificate, plaque, commemorative token, or other item with a value of $50 or less; or the solicitation or receipt of an honorarium for services performed in relation to the private profession, occupation, avocation, or expertise of the employee.

END OF POLICY

Legal Reference(s):

ORS 244.010 - 244.400
ORS 332.016
ORS 659A.309
OAR 199-005-0001 - 199-020-0020
OAR 584-020-0040

OR. ETHICS COMM'N, OR. GOV'T ETHICS LAW, A GUIDE FOR PUBLIC OFFICIALS.

Alsea School District 7J

Code: GBEA
Adopted:

Workplace Harassment *

Workplace harassment is prohibited and shall not be tolerated. This includes workplace harassment that occurs between district employees or between a district employee and the district in the workplace or at a work-related event that is off district premises and coordinated by or through the district, or between a district and a district employee off district premises. Elected school board members, volunteers and interns are subject to this policy.

Any district employee who believes they have been a victim of workplace harassment may file a report with the district employee designated in the administrative regulation GBEA-AR - Workplace Harassment Reporting and Procedure, may file a report through the Bureau of Labor and Industries' (BOLI) complaint resolution process or under any other available law. The reporting of such information is voluntary. The district employee making the report is advised to document any incidents of workplace harassment.

"Workplace harassment" means conduct that constitutes discrimination prohibited by Oregon Revised Statute (ORS) 659A.030 (discrimination in employment based on race, color, religion, sex, sexual orientation, gender identity, national origin, marital status, age, or expunged juvenile record), including conduct that constitutes sexual assault[1] or that constitutes conduct prohibited by ORS 659A.082 (discrimination against person in uniformed service) or 659A.112 (discrimination in employment based on disability).

The district, upon receipt of a report from a district employee who believes they are a victim of workplace harassment, shall provide information about legal resources and counseling and support services, including any available employee assistance services. The district employee receiving the report, whether a supervisor of the employer or the district employee designated to receive reports, is advised to document any incidents of workplace harassment, and shall provide a copy of this policy and accompanying administrative regulation to the victim upon their disclosure about alleged workplace harassment.

All incidents of behavior that may violate this policy shall be promptly investigated.

Any person who reports workplace harassment has the right to be protected from retaliation.

The district may not require or coerce a district employee to enter into a nondisclosure[2] or nondisparagement[3] agreement.

The district may not enter into an agreement with an employee or prospective employee, as a condition of employment, continued employment, promotion, compensation, or the receipt of benefits, that contains a

[1] "Sexual assault" means unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat or intimidation.

[2] A "nondisclosure" agreement or provision prevents either party from disclosing the contents of or circumstances surrounding the agreement.

[3] A "nondisparagement" agreement or provision prevents either party from making disparaging statements about the other party.

nondisclosure provision, a nondisparagement provision or any other provision that has the purpose or effect of preventing the employee from disclosing or discussing workplace harassment that occurred between district employees or between a district employee and the district, in the workplace or at a work-related event that is off district premises and coordinated by or through the district, or between a district employee and employer off district premises.

The district may enter into a settlement agreement, separation or severance agreement that includes one or more of the following provisions only when a district employee claiming to be aggrieved by workplace harassment requests to enter into the agreement: 1) a nondisclosure or nondisparagement provision; 2) a provision that prevents disclosure of factual information relating to the claim of workplace harassment; or 3) a no-rehire provision that prohibits the employee from seeking reemployment with the district as a term or condition of the agreement. The agreement must provide the district employee at least seven days after signing the agreement to revoke it.

If the district determines in good faith that an employee has engaged in workplace harassment, the district may enter into a settlement, separation or severance agreement that includes one or more of the provisions described in the previous paragraph.

It is the intent of the Board that appropriate corrective action will be taken by the district to stop workplace harassment, prevent its recurrence and address negative consequences. Staff members in violation of this policy shall be subject to discipline, up to and including dismissal and/or additional workplace harassment awareness training, as appropriate. Other individuals (e.g., board members, witnesses, and volunteers) whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the superintendent or the Board.

The district shall make this policy available to all district employees and shall be made a part of district orientation materials provided and copied to new district employees at the time of hire.

The superintendent will establish a process of reporting incidents of workplace harassment and the prompt investigation.

END OF POLICY

Legal Reference(s):

ORS 174.100
ORS 243.317 - 243.323
ORS 659A.001
ORS 659A.003
ORS 659A.006
ORS 659A.029
ORS 659A.030
ORS 659A.082
ORS 659A.112
ORS 659A.370
ORS 659A.820
ORS 659A.875
ORS 659A.885
OAR 584-020-0040
OAR 584-020-0041

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018).
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).
Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).

Alsea School District 7J

Code: GBEA-AR
Revised/Reviewed:

Workplace Harassment Reporting and Procedure

Any district employee who believes they have been a victim of workplace harassment may file an oral or written report consistent with this administrative regulation, may file a report through the Bureau of Labor and Industries' (BOLI) complaint resolution process, or under any other available law.

Additional information regarding the filing of a report may be obtained through the principal, compliance officer or superintendent.

A complaint alleging an unlawful employment practice as described in ORS 659A.030, 659A.082, 659A.112 or ORS 659A.370 must be filed no later than five years after the occurrence of the alleged unlawful employment practice.

All documentation related to workplace harassment complaints may become part of the personnel file of the employee who is the alleged harasser, as appropriate. Additionally, a copy of all workplace harassment reports, complaints, and documentation will be maintained by the district as a separate confidential file and stored in the district office.

Investigation Procedure

The building principal is responsible for investigating reports concerning workplace harassment. The investigator(s) shall be a neutral party having had no involvement in the report presented. If the alleged workplace harassment involves [position title(s)], the employee may report to superintendent. All reports of alleged workplace harassment behavior shall be investigated.

The investigator shall:

1. Document the alleged, reported incident of workplace harassment;

2. Provide information about legal resources and counseling and support services, which may include district-provided assistance services available to the district employee;

3. Provide a copy of the district's Board policy GBEA - Workplace Harassment and this administrative regulation to the district employee; and

4. Complete the following steps:

Step 1 Promptly initiate an investigation. The investigator will arrange such meetings as may be necessary to discuss the issue with all concerned parties within five working days after receipt of the report. The parties will have an opportunity to submit evidence and a list of witnesses. All findings of the investigation, including the response of the alleged harasser, shall be reduced to writing. The investigator shall notify the complainant in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

A copy of the report, complaint, or other documentation about the incident, and the date and details of notification to the complainant of the results of the investigation, together with any other documentation related to the workplace harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

Step 2 If a complainant is not satisfied with the decision at step 1, the complainant may submit a written appeal to the superintendent or designee. Such appeal must be filed within 10 working days after receipt of the step 1 decision. The superintendent or designee shall review the investigators report and findings. The superintendent or designee will arrange such meetings with the complainant and other affected parties as deemed necessary by the superintendent or designee to discuss the appeal. The superintendent or designee shall provide a written decision to the complainant within 10 working days after receipt of the appeal.

Step 3 If a complainant is not satisfied with the decision at Step 2, the complainant may submit a written appeal to the Board. Such appeal must be filed within 10 working days after receipt of the Step 2 decision. The Board will review the findings and conclusion of the superintendent or designee in a public meeting to determine what action is appropriate. Appropriate action may include, but is not limited to, holding a hearing, requesting additional information, and adopting the superintendent's or designee's decision as the district's final decision.

If the Board conducts a hearing, the complainant shall be given an opportunity to present the appeal at a Board meeting. The Board may hold the hearing in executive session if the subject matter qualifies under Oregon law. The parties involved may be asked to attend such hearing for the purposes of making further explanations and clarifying the issues. The Board shall decide, within 20 days, in open session what action, if any, is warranted. The Board shall provide a written decision to the complainant within 10 working days following completion of the hearing.

If the Board chooses not to hear the appeal, the superintendent's decision in Step 2 is final.

Reports involving the superintendent should be referred to the Board chair on behalf of the Board. The Board chair will cause the information[1] required to be issued to the complainant as described in this administrative regulation. The Board chair shall present the complaint to the Board at a Board meeting. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. The Board may hold the hearing in executive session if the subject matter qualifies under Oregon law. The Board shall decide, within [30] days, in open session what action if any is warranted. The Board chair shall notify the complainant in writing within [10] days that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

Follow-up Procedures

The building principal will follow up with the district employee of the alleged harassment once every three months for the calendar year following the date on which the building principal received a report of

[1] Provide information about legal resources and counseling and support services, which may include district-provided assistance services available to the district employee, and a copy the district's Board policy GBEA - Workplace Harassment and this administrative regulation to the district employee.

harassment, to determine whether the alleged harassment has stopped or if the employee has experienced retaliation. The building principal will document the record of this follow-up. The building principal will continue follow-up in this manner until and unless the employee directs the building principal in writing to stop.

Other Reporting Options and Filing Information

Nothing in this policy prevents an employee from filing a formal grievance in accordance with a collective bargaining agreement (CBA) or a formal complaint with BOLI or the Equal Employment Opportunity Commission (EEOC); or if applicable, the U.S. Department of Labor (USDOL) Civil Rights Center. Review the CBA for any provision that requires an employee to choose between the complaint procedure outlined in the CBA and filing a BOLI or EEOC complaint.

Nothing in Board policy GBEA - Workplace Harassment or this administrative regulation prevents any person from seeking remedy under any other available law, whether civil or criminal.

An employee or claimant must provide advance notice of claim against the employer as required by ORS 30.275.

Filing a report with the U.S. Department of Labor (USDOL) Civil Rights Center.

An employee whose agency receives federal financial assistance from the USDOL under the Workforce Innovation and Opportunity Act, Mine Safety and Health Administration, Occupational Safety and Health Administration, or Veterans' Employment and Training Service, may file a complaint with the state of Oregon Equal Opportunity Officer or directly through the USDOL Civil Rights Center. The complaint must be written, signed and filed within 180 days of when the alleged discrimination or harassment occurred.

PROPOSED

Alsea School District
301 S 3rd St.
Alsea, OR 97324
541-487-4305

PROPOSED

WORKPLACE HARASSMENT REPORTING OR COMPLAINT FORM

Name of person making report/complainant: _____

Position of person making report/complainant: _____

Date of complaint: _____

Name of alleged harasser: _____

Date and place of incident or incidents: _____

_____

Description of alleged misconduct: _____

_____

_____

Name of witnesses (if any): _____

_____

_____

Evidence of workplace harassment, i.e., letters, photos, etc. (attach evidence if possible): _____

_____

Any other information: _____

_____

_____

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: _____ Date: _____

Alsea School District
301 S 3rd St.
Alsea, OR 97324
541-487-4305

WITNESS DISCLOSURE FORM

Name of Witness: _____

Position of Witness: _____

Date of Testimony/Interview: _____

Description of Instance Witnessed: _____

_____

_____

_____

_____

Any Other Information: _____

_____

_____

_____

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: _____ Date: _____

PROPOSED

Alsea School District 7J

Code: **GBEB**
Adopted: 11/18/15
Orig. Code: GBEB

Communicable Diseases – Staff

The district shall provide reasonable protection against the risk of exposure to communicable disease for employees while engaged in the performance of their duties. Reasonable protection from communicable disease is generally attained through immunization, exclusion or other measures as provided by Oregon law, by the local health department or in the *Communicable Disease Guidance* published by the Oregon Department of Education (ODE) and the Oregon Health Authority (OHA).

An employee may not attend work while in a communicable stage of a restrictable disease or when an administrator has reason to suspect that the employee has or has been exposed to any disease for which exclusion is required in accordance with law and per administrative regulation GBEB-AR - Communicable Diseases - Staff. If the disease is a reportable disease, the administrator will report the occurrence to the local health department.

Employees shall comply with all other measures adopted by the district and with all rules adopted by Oregon Health Authority, Public Health Division and the local health department.

Employees shall provide services to students as required by law. In cases when a restrictable or reportable disease is diagnosed and confirmed for a student, the administrator shall inform the appropriate employees with a legitimate educational interest to protect against the risk of exposure.

The district shall protect the confidentiality of an employee's health condition and record to the extent possible and consistent with federal and state law.

The district will include, as part of its emergency plan, a description of the actions to be taken by district staff in the case of a declared public health emergency or other catastrophe that disrupts district operations.

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

~~Communicable Disease~~

~~The district will follow the rules and regulations of both the state and local health authorities pertaining to communicable diseases.~~

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 431.150 - 431.157
ORS 433.001 - 433.526

OAR 333-018
OAR 333-019-0010
OAR 333-019-0014

OAR 437-002-0360
OAR 437-002-0377
OAR 581-022-2220

OREGON DEPARTMENT OF EDUCATION and OREGON HEALTH AUTHORITY, *Communicable Disease Guidance* (2020).

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2019).
Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d to -1320d-8 (2018); 45 C.F.R. Parts 160, 164 (2019).

Alsea School District 7J

Code: GBEB-AR
Revised/Reviewed:

Communicable Diseases – Staff

In accordance with state law, administrative rule, the local health authority and the *Communicable Disease Guidance*, the procedures established below will be followed.

1. "Restrictable diseases" are defined by rule and include but are not limited to COVID-19[1], chickenpox, diphtheria, hepatitis A, hepatitis E, measles, mumps, pertussis, rubella, Salmonella enterica serotype Typhi infection, scabies, Shiga-toxigenic Escherichia coli (STEC) infection, shigellosis and infectious tuberculosis, and may include a communicable stage of hepatitis B infection if, in the opinion of the local health officer, the person poses an unusually high risk to others (e.g., a child that exhibits uncontrollable biting or spitting). Restrictable disease also includes any other communicable disease identified in an order issued by the Oregon Health Authority or the local public health officer as posing a danger to the public's health. A disease is considered to be a restrictable disease if it is listed in Oregon Administrative Rule (OAR) 333-019-0010, or it has been designated to be a restrictable disease by the local public health administrator after determining that it poses a danger to the public's health.

2. "Susceptible" for an employee means lacking evidence of immunity to the disease.

3. "Reportable diseases" means a disease or condition, the reporting of which enables a public health authority to take action to protect or to benefit the public health.

Restrictable Diseases

1. An employee of the district will not attend or work at a district school or facility while in a communicable stage of a restrictable disease, including a communicable stage of COVID-19[2], unless authorized to do so under Oregon law. When an administrator has reason to suspect that an employee has a restrictable disease, the administrator shall send the employee home.

2. An administrator shall exclude an employee if the administrator has reason to suspect that an employee has been exposed to measles, mumps, rubella, diphtheria, pertussis, hepatitis A, or hepatitis B, unless the local health officer determines that exclusion is not necessary to protect the public's health. The administrator may request the local health officer to make a determination as allowed by law. If the disease is reportable, the administrator will report the occurrence to the local health department.

3. An administrator shall exclude an employee if the administrator has been notified by a local public health administrator or local public health officer that the employee has had a substantial exposure to an individual with COVID-19 and exclusion is deemed necessary by same.

[1] Added per OAR 333-019-1000(2).

[2] "Communicable stage of COVID-19" means having a positive presumptive or confirmed test of COVID-19.

4. An employee will be excluded in such instances until such time as the employee presents a certificate from a physician, a physician assistant licensed under Oregon Revised Statute (ORS) 677.505 - 677.525, a nurse practitioner licensed under ORS 678.375 - 678.390, local health department nurse or school nurse stating that the employee does not have or is not a carrier of any restrictable disease.

5. An administrator may allow attendance of an employee restricted for chickenpox, scabies, staphylococcal skin infections, streptococcal infections, diarrhea or vomiting if the restriction has been removed by a school nurse or health care provider.

6. More stringent exclusion standards for employees from school or work may be adopted by the local health department.

7. The district's emergency plan shall address the district's plan with respect to a declared public health emergency at the local or state level.

Reportable Diseases Notification

1. All employees shall comply with all reporting measures adopted by the district and with all rules set forth by Oregon Health Authority, Public Health Division and the local health department.

2. An administrator may seek confirmation and assistance from the local health officer to determine the appropriate district response when the administrator is notified that an employee or a student has been exposed to a restrictable disease that is also a reportable disease.

3. District staff with impaired immune responses, that are of childbearing age or some other medically fragile condition, should consult with a medical provider for additional guidance[3].

4. An administrator shall determine other persons who may be informed of an employee's communicable disease, or that of a student's when a legitimate educational interest exists or for health and safety reasons, in accordance with law.

Equipment and Training

1. The administrator or designee shall, on a case-by-case basis, determine what equipment and/or supplies are necessary in a particular classroom or other setting in order to prevent disease transmission.

2. The administrator or designee shall consult with the district's school nurse or other appropriate health officials to provide special training in the methods of protection from disease transmission.

3. All district personnel will be instructed annually to use the proper precautions pertaining to blood and body fluid exposure per the Occupational Safety and Health Administration (OSHA). (*See* policy EBBAA).

PROPOSED

[3] Refer to *Communicable Disease Guidance* published by the Oregon Health Authority and the Oregon Department of Education.

Alsea School District 7J

Code: **GBEC**
Adopted: 11/18/15
Orig. Code(s): GBEC

Drug-Free Workplace

The district shall provide a drug-free workplace.

The purpose of this policy is to promote safety, health and efficiency by prohibiting the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol in the workplace.

This policy applies to all employees, including but not limited to, those exempt, unclassified, management service, classified and temporary employees who are paid directly or indirectly from funds received under a federal grant or contract.

The district shall provide to each employee a copy of this policy.

An employee shall not unlawfully manufacture, distribute, dispense, possess or use a controlled substance or alcohol in the workplace.

No district employee shall knowingly sell, market or distribute steroid or performance enhancing substances to kindergarten through grade 12 students with whom the employee has contact as part of employee's district duties; or knowingly endorse or suggest the use of such substances.

An employee shall, as a condition of employment, abide by the provisions of this policy.[1]

1. Definitions

    a. "Controlled substance": A controlled substance shall include any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or other drug as classified under the federal Controlled Substances Act, as modified under ORS 475.035.
    b. "Alcohol": Alcohol shall include any form of alcohol for consumption, including beer, wine, wine coolers or liquor.
    c. "Conviction": A finding of guilt (including a plea of no contest) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
    d. "Criminal drug statute": A federal or state criminal statute involving the manufacture, distribution, dispensation, possession or use of any controlled substance or alcohol.
    e. "Drug-free workplace": A site for the performance of work at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol.

[1] Districts directly receiving grants or contracts from the federal government are required to meet this obligation.

2. Purpose

The purpose of this policy is to promote safety, health and efficiency by prohibiting, in the workplace, the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol.

3. Applicability

This policy applies to all employees, including, but not limited to, those exempt, unclassified, management service, classified and temporary employees who are paid directly or indirectly from funds received under a federal grant or contract.

4. Prohibitions

An employee shall not, in the workplace, unlawfully manufacture, distribute, dispense, possess or use a controlled substance or alcohol.

5. No district employee shall knowingly sell, market or distribute steroid or performance enhancing substances to kindergarten through grade 12 students with whom the employee has contact as part of employee's district duties; or knowingly endorse or suggest the use of such drugs.

6. Compliance with Policy[2]

An employee shall, as a condition of employment, abide by the provisions of this policy.

7. Sanctions and Remedies[1]

a. The district, upon determining that an employee has engaged in the unlawful manufacture, distribution, dispensation or possession of a controlled substance or alcohol or upon having reasonable suspicion, under section 7. of this policy, of employee unlawful use of a controlled substance or alcohol in the workplace, shall, pending any criminal drug statute conviction for a violation occurring in the workplace, take action with regard to the employee determined to be appropriate which may include transfer, granting of leave with or without pay or suspension with or without pay.

b. Within 30 days of an employee's criminal drug statute conviction for a violation occurring in the workplace, the district shall:

(1) Take action with regard to the employee determined to be appropriate which may include discipline up to and including termination; and/or

(2) Require satisfactory participation by the employee in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, state or local health, law enforcement or other appropriate agency.

8. Basis for Reasonable Suspicion of Employee Use of Controlled Substance/Alcohol

Reasonable suspicion of employee use of an unlawful controlled substance or alcohol shall be based upon any of the following:

[2] Districts directly receiving grants or contracts of $100,000 or more from the federal government are required to meet this obligation.

c. Observed abnormal behavior or impairment in mental or physical performance (for example, slurred speech or difficulty walking);
d. Direct observation of use in the workplace;
e. The opinion of a medical professional;
f. Reliable information concerning use in the workplace, the reliability of any such information shall be determined by employer;
g. A work-related accident in conjunction with a basis for reasonable suspicion as listed above.

8. Employee Assistance Program

An employee having a drug or alcohol problem is encouraged to seek assistance, on a confidential basis, under the Employee Assistance Program if such program is provided by the employer.

~~10. Leave for Participation in Abuse Assistance or Rehabilitation Program~~

The district shall, upon employee request, grant leave with or without pay to permit an employee to participate in a drug abuse assistance or rehabilitation program.

9. Establishment of Drug-Free Awareness Program

The district shall establish a drug-free awareness program to inform employees of the:

a. Dangers of drug abuse in the workplace;
b. Existence of and content of this policy for maintaining a drug-free workplace;
c. Availability of drug-counseling, rehabilitation and employee assistance programs; and
d. Penalties that may be imposed for drug abuse violations occurring in the workplace.

10. Notification by Employee of Conviction[1]

An employee shall, as a condition of employment, notify the district of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

11. Notification by Alsea District of Employee Conviction

The district shall notify the appropriate federal granting or contracting agency of an employee's criminal drug statute conviction for a violation occurring in the workplace no later than 10 days after receiving notice of such conviction.

~~12. Provision of Copy of Policy to Employees~~

~~The district shall provide to each employee a copy of this policy.~~
END OF POLICY

Legal Reference(s):

ORS 243.650
ORS 336.222
ORS 342.721
ORS 342.723
ORS 342.726
ORS Chapter 475
ORS 657.176
OAR 581-022-0416
OAR 584-020-0040(5)(e)

Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701-707 (2006); General Principles Relating to Suspension and Debarment Actions, 34 C.F.R. §§ 85.600 - 85.645 (2006).
Controlled Substances Act, 21 U.S.C. § 812; Schedules of Controlled Substances, 21 C.F.R. §§ 1308.11 - 1308.15 (2006).
Safe and Drug-Free Schools and Communities Act, 20 U.S.C. §§ 7101-7117 (2006).

Alsea School District 7J

Code: **GBED**
Adopted: 11/18/15
Orig. Code: GBED

Medical Examinations/Drug Testing

Medical Examinations

The district may require medical examinations after an employment offer has been made to a job applicant and before the applicant begins ~~his/her~~ employment duties. Any such requirement will ensure that all entering employees in the same job category will complete a medical examination regardless of disability.

All offers of employment may be made contingent on medical examination results.

Medical examinations will be conducted by a health care professional~~medical doctor~~ selected by the district. District -required medical examination expenses will be paid by the district.

The successful applicant must be qualified and must be able to perform the essential functions of a position with or without reasonable accommodations. The district may withdraw an offer of employment should the medical examination reveal that the individual does not satisfy certain employment criteria under the following conditions:

1. The exclusionary criteria are job related and consistent with business necessity;

2. There is no reasonable accommodation that will enable the individual with a disability to perform the essential functions of the job;

3. The medical condition poses a direct threat to the health or safety of others in the workplace and cannot be eliminated or reduced to an acceptable level by a reasonable modification of policies, practices, procedures or by the provision of auxiliary aids or services;

4. The requested or necessary accommodation would impose an undue hardship on the district, unless funding is available through other sources. Individuals with a disability may be offered an opportunity of paying for a portion of the costs that constitutes an undue hardship or of personally providing the accommodation.

Drug Testing

Offers of employment for certain positions shall be contingent upon successful passage of a district-required drug test. The district will require drug tests for safety-sensitive positions (e.g., bus drivers, heavy machinery operators) and positions in which the person is responsible for students' safety and security.[1] The district will designate when and where such testing will be conducted. The cost of the drug test shall

[1] Based on Lanier v. City of Woodburn – "Safety sensitive" may also include positions that have heavy student contact and in loco parentis responsibility (e.g.,- teachers, administrators, paraprofessionals).

be paid by the candidate and reimbursed by the district upon receipt of negative drug test results. The district will not reimburse individuals who test positive for drugs.

Pre-employment drug testing shall be required for all school bus drivers and other district employees with commercial driver's licenses as required by the Omnibus Transportation Employee Testing Act of 1991. District required pre-employment drug testing expenses will be paid by the applicant.

Applicants who test positive will be expected to submit to a second test. Applicants who test positive a second time will not be hired.

Information the district receives regarding medical examinations and drug testing will be collected and maintained on separate forms and in separate files apart from personnel files. All such records will be kept confidential, maintained for a minimum of one year and released only in accordance with provisions of the Americans with Disabilities Act or other applicable laws.

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 657.176 ORS 659A.133

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).
Omnibus Transportation Employee Testing Act of 1991, 49 U.S.C. §§ 31301-31317; 49 C.F.R. Parts 40, 382, 391-395 (2016).
Lanier v. City of Woodburn, 518 F3d. 1147 (9th Cir. 2008).
Americans with Disabilities Act Amendments Act of 2008.

Alsea School District 7J

Code: **GBEDA**
Adopted: 7/12/10
Orig. Code: GBEDA

Drug and Alcohol Testing - Transportation Personnel

In a continuing effort to prevent accidents and injuries resulting from the use~~misuse~~ of drugs and misuse of alcohol by drivers of commercial motor vehicles, the district shall establish a drug and alcohol misuse prevention program. The district's program shall meet the requirements of the Omnibus Transportation Employee Testing Act of 1991. The district or its transportation provider shall have an in-house drug and alcohol testing program or be a member of a consortium that provides testing that meets the federal regulations, and shall annually certify this information to the Oregon Department of Education (ODE). The district or its transportation provider shall comply with the reporting and pre-employment and annual query requirements of the Federal Motor Carrier Safety Administration (FMCSA).

~~The district's program shall meet the requirements of the Omnibus Transportation Employee Testing Act of 1991.~~

The superintendent will develop administrative regulations as needed to implement the district's program including such provisions for pre-employment, reasonable suspicion, random, post-accident, return-to-duty and follow-up testing as may be necessary. The regulations will include training, education and other assistance to employees to promote a drug- and alcohol-free environment.

END OF POLICY

Legal Reference(s):

ORS 657.176
ORS 825.415
ORS 825.418

OAR 581-053-0220(3)(h)
OAR 581-053-0230(9)(t)
OAR 581-053-0420(4)(b)(B)(ii)
OAR 581-053-0430(13),(14)

OAR 581-053-0531(12),(13)
OAR 581-053-0615(2)(c)(D)(ii)
OAR 581-053-0620(1)(d)

Omnibus Transportation Employee Testing Act of 1991, 49 U.S.C. §§ 31301-31317 (2012); 49 C.F.R. Parts 40, 382, 391-395 (2019).

Alsea School District 7J

Code: **GBEDA-AR**
Adopted: 7/12/10
Orig. Code: GBEDA-AR

Drug and Alcohol Testing - Transportation Personnel

The following procedures shall govern the district's drug use and alcohol misuse prevention program:

1. Program Coordinator

   The superintendent will be designated as the district's drug use and alcohol misuse prevention program coordinator. The superintendent will coordinate the district's responsibilities and compliance efforts with the applicable provisions of the Omnibus Transportation Employee Testing Act ~~(OTETA)~~ of 1991 (OTETA). The superintendent will:

   a. Ensure that all covered employees receive written materials explaining the district's drug use and alcohol misuse prevention program requirements including:

      (1) The district policy and administrative regulations;
      (2) A contact person knowledgeable about the materials, policy, administrative regulations and the OTETA;
      (3) Categories of employees covered;
      (4) Information about the safety-sensitive functions and what period of the work day the employee is required to be in compliance. Safety-sensitive functions shall include such responsibilities as all on-duty time waiting to be dispatched, driving time, assisting or supervising loading or unloading, repairing, obtaining assistance or remaining in attendance upon a disabled vehicle. All time spent providing drug and alcohol samples, including travel time to and from the collection or testing site as needed to comply with random, reasonable suspicion, post-accident, return -to -duty or follow-up testing, will also be considered as on-duty time;
      (5) Specific information concerning prohibited conduct;
      (6) Circumstances under which employees will be tested;
      (7) Procedures used in the testing process;
      (8) The requirement that covered employees submit to drug and alcohol testing, administered in accordance with 49 C.F.R. Part 382;
      (9) Explanation of what constitutes a refusal to submit to a drug and/or alcohol test;
      (10) Consequences of violations (e.g., discipline up to and including dismissal as may be required by the district and removal from safety -sensitive functions as required by the OTETA) and notification of resources available to the driver in evaluating and resolving problems associated with the misuse of alcohol and the use of drugs including the names, addresses and telephone numbers of substance abuse professionals (SAP) and counseling and treatment programs. Such information will include the consequences for covered employees found to have a breath alcohol concentration rate of 0.02 or greater, but less than 0.04, and for those employees found to have a breath alcohol content level greater than 0.04. Minimally, no driver tested and found to have a breath alcohol concentration rate of 0.02 or greater but less than 0.04 shall be permitted to perform or

continue to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test;

(11) Information on the effects of drug use and alcohol misuse on an individual's health, work and personal life; signs and symptoms of an alcohol or drug problem (driver's or co-worker's); and available methods of intervening when such problems are suspected, including confrontation, referral to an employee assistance program as available and/or referral to the administration; and.

(12) Requirement of the district to collect, maintain and report the following information to the Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol Clearinghouse[1]:

(a) A verified positive, adulterated, or substituted drug test result;
(b) An alcohol confirmation test with a concentration of 0.04 or higher;
(c) A refusal to submit to any test required by subpart C of 49 C.F.R. Part 382;
(d) An employer's report of actual knowledge (as defined at 49 C.F.R. § 382.107) of a violation of regulations, including:

(i) On duty alcohol use;
(ii) Pre-duty alcohol use;
(iii) Alcohol use following an accident;
(iv) Controlled substance use.

(e) A SAP's report of the successful completion of the return-to-duty process;
(f) A negative return-to-duty test; and
(g) An employer's report of completion of follow-up testing.

b. Ensure that employees sign statements certifying that they have received the materials;
c. Ensure that administrators or their designee,~~supervisors~~ designated to determine reasonable suspicion, receive at least 60 minutes of drug abuse training and an additional 60 minutes of alcohol misuse training. Training will include the physical, behavioral, speech and performance indicators of probable drug use~~abuse~~ and alcohol misuse;
d. Ensure district compliance with applicable provisions of the OTETA's requirements regarding the district's management information system, retention and confidentiality of records;
e. Ensure selection of a site with appropriately trained personnel for the collection of specimens for drug testing;
f. Ensure selection of a site with a certified breath alcohol technician and evidential breath testing devices for alcohol testing;
g. Ensure selection of a laboratory certified by the Oregon~~Department of~~ Health Authority, Public Health Division ("OHA")~~and Human Services (DHHS)~~ to conduct drug specimen analysis;
h. Ensure selection of a qualified medical or osteopathic doctor to serve as a medical review officer~~Medical Review Officer~~ (MRO) to verify laboratory drug test results;
i. Ensure selection of qualified personnel to provide education and training to employees and supervisors in accordance with employee assistance program requirements as specified in the OTETA;

[1] https://clearinghouse.fmcsa.dot.gov/

j. Ensure the district's drug use and alcohol misuse prevention program is maintained in at least outline form, on file and available for inspection at the district office. The district shall maintain the following:

(1) Information on the effects and consequences of drug and alcohol use on personal health, safety and the work environment;
(2) Information on the manifestations and behavioral changes that may indicate drug and alcohol use or abuse;
~~(3) Documentation that of training given to employees and supervisory personnel;~~
~~(4) Documentation of at least 60 minutes of alcohol and at least 60 minutes of~~ drug training for all supervisory personnel has consisted of at least 60 minutes;~~.~~
~~(4)~~(3) Documentation that alcohol training for all supervisory personnel has consisted of at least 60 minutes;
~~(5)~~(4) Documentation of training given to employees.

k. Ensure the establishment of clearly defined communication procedures to include the method (e.g., mail, facsimile) and frequency (e.g., monthly, daily, weekly) as well as the authorized individuals to impart and receive information to meet the documentation and confidentiality requirements of the OTETA;
l. Ensure employee organizations receive written notice of the availability of all pertinent drug use and alcohol misuse prevention program information;~~.~~
Ensure compliance with stand-down prohibitions as set forth by the OTETA. "Stand-down" means the practice of temporarily removing an employee from the performance of safety-sensitive functions, based on a report from a laboratory to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test or a substituted test, before the MRO has completed verification of the test results. The district will not stand-down employees, except as provided by the FMCSA below:

(1) The district may seek a waiver of the prohibition against standing down an employee;
(2) Requests which include all required information will be submitted to FMCSA for approval.

2. Pre-employment and Annual Queries from, and Required Reporting to FMCSA

The district is required to conduct a pre-employment query with FMCSA on drivers who are subject to controlled substance and alcohol testing regulation, and is required to report information obtained through its controlled substance and alcohol testing program to FMCSA. All offers of employment for positions identified by the district, as required by the OTETA, will be contingent upon the results of a pre-employment query.

a. The district will obtain written or electronic consent from a driver subject to controlled substances and alcohol testing to conduct a pre-employment query with FMCSA. The consent will include consent to obtain the following information:

(1) If the driver has a verified positive, adulterated, or substituted controlled substances test result;
(2) If the driver has an alcohol confirmation test with a concentration of 0.04 or higher;
(3) If the driver has refused to submit to a test (in violation of 49 C.F.R. § 382.211); or

(4) If the driver has a report submitted by another employer on actual knowledge (as defined at 49 C.F.R. § 382.107) of a violation of regulations that included:

(a) On duty alcohol use;
(b) Pre-duty alcohol use;
(c) Alcohol use following an accident; or
(d) Controlled substance use.

The district will conduct annual queries[2] with the FMCSA on employees subject to such queries as required by law.

b. The district will report[3] to FMCSA the following personal information about a driver that is collected and maintained in connection with the district's testing program:

(1) An alcohol confirmation test with an alcohol concentration of 0.04 or greater;
(2) A refusal to submit to an alcohol test pursuant to conditions found in 49 C.F.R. § 40.261 or a refusal to drug test determination made in accordance with 49 C.F.R. § 40.191(a)(1)-(4), (a)(8)-(11) or (d)(1), but in the case of a refusal to test under (a)(11), the district may report only those admissions made to the specimen collector;
(3) A SAP's report of the successful completion of the return-to-duty process;
(4) A negative return-to-duty test; and
(5) An employer's report of completion of follow-up testing.

The report will include, as applicable:

(1) Reason for the test;
(2) Driver's name, date of birth, and CDL number and State of issuance;
(3) Employer name, address, and USDOT number;
(4) Date of the test;
(5) Date the result was reported; and
(6) Test result. The test result must be one of the following:

(a) Negative (only required for return-to-duty tests administered in accordance with law);
(b) Positive; or
(c) Refusal to take a test.

(7) An employer's report of a driver's refusal to submit[4] to alcohol or drug testing must include the following information:

(a) Documentation, including, but not limited to, electronic mail or other contemporaneous record of the time and date the driver was notified to appear at a

[2] Written consent from the driver is required. This may be a limited query when allowed. If the limited query indicates that the FMCSA contains information on the driver, the district will conduct a full query within 24 hours and must not allow driver to perform safety-sensitive functions.

[3] The district will complete such reporting to FMCSA by close of the third business day following receipt of the information.

[4] 49 C.F.R. § 40.261(a)(1) or 40.191(a)(1)

testing site; and the time, date and testing site location at which the employee was directed to appear, or an affidavit providing evidence of such notification;

(b) Documentation, including, but not limited to, electronic mail or other correspondence, or an affidavit, indicating the date the employee was terminated or resigned (if applicable); and

(c) Documentation, including a certificate of service or other evidence, showing that the employer provided the employee with all documentation reported herein.

(8) An employer's report of a violation of one of the following will occur by the close of the third business day following the date on which the employer obtains actual knowledge (as defined at 49 C.F.R. § 382.107):

(a) On duty alcohol use;
(b) Pre-duty alcohol use;
(c) Alcohol use following an accident;
(d) Controlled substance use.

This report will include the following information:

(a) Driver's name, date of birth, CDL number and State of issuance;
(b) Employer name, address, and USDOT number, if applicable;
(c) Date the employer obtained actual knowledge of the violation;
(d) Witnesses to the violation, if any, including contact information;
(e) Description of the violation;
(f) Evidence supporting each fact alleged in the description of the violation required under paragraph above in this section, which may include, but is not limited to, affidavits, photographs, video or audio recordings, employee statements (other than admissions pursuant to §382.121), correspondence, or other documentation; and
(g) A certificate of service or other evidence showing that the employer provided the employee with all information reported under paragraph above in this section.

If the district's program coordinator is the subject of the testing, the district will ensure compliance with applicable consent, testing, and reporting requirements pursuant to law.

3. Pre-employment~~Employment~~ Testing

The district shall conduct pre-employment testing as follows:

a. All offers of employment for positions as identified by Board policy and as required by the OTETA will be contingent upon drug and alcohol test results;
b. Individuals offered employment with the district and employees transferring to positions subject to the OTETA contingent on drug and alcohol testing, must provide written consent for the release of any prior employer positive drug and failed alcohol testing results, refusals to be tested, other violations of testing regulations and, with respect to any employee who violated drug and alcohol regulations, documentation of the employee's successful completion of return-to-duty requirements (including SAP evaluations and follow-up tests) within the preceding two years;
c. The district shall obtain and review such drug and alcohol information from previous employers of the past two years no later than 14 calendar days after the driver is used for the

first time. The district will provide the ~~driver's~~ written permission of the driver, for release of information, to the previous employers;

d. ~~Release of such information may be by telephone, letters or any other method that ensures confidentiality.~~ The district will maintain a written, confidential record of information obtained from another ~~each past~~ employer or the good faith efforts to obtain such information, and will maintain the same for three years from the date the driver's service began.~~contacted;~~

e. [5]Requests received by the district for release of such information to another employer must include written consent from the subject driver. Records will be released immediately in any written form (e.g., fax, email, letter) that ensures confidentiality. The district will maintain a written record and summary of information released, the date, and to whom the information was released;

f. The district must ask a driver, and will not use such~~a~~ driver, if they have a ~~with~~ positive drug test~~tests~~ or a failed alcohol test while employed with~~from~~ a previous employer~~employers~~ or who refused to test while under employment with a previous employer in the past two years unless the driver is in compliance with the SAP's treatment program and the OTETA's return-to-duty test requirements;

g. Prior to being directed by the district to a collection site for drug and alcohol testing, the applicant will be notified that the urine sample collected shall be tested for the presence of drugs and the breath or saliva sample shall be tested for the presence of alcohol;

h. Failure to report to the collection site for testing within the time frame specified by the district shall constitute a refusal to report for testing and result in immediate withdrawal~~termination~~ of the employment ~~consideration~~ or transfer offer;

i. Pre-employment drug and alcohol testing will be paid for by the employee;

j. Tests must indicate negative drug test results and a breath alcohol content level below a 0.02. Individuals who fail to meet such drug and alcohol requirements will not be hired or transferred voluntarily or involuntarily to covered positions~~by the district~~;

k. Such testing will also be required of covered employees each time an employee returns to work after a layoff period if the employee was removed from the random testing pool. As long as the employee remains in the random testing pool, additional testing or subsequent pre-employment drug and alcohol testing will not be necessary following a layoff;

l. The district will notify individuals offered employment with the district contingent on drug testing~~applicants~~ of the results of such~~the drug~~ testing upon request within 60 days of being notified of the disposition of the employment application;

m. Refusal to submit to drug and alcohol testing and/or to provide signed permission for the release of ~~information for~~ past testing information as required by the district shall result in immediate termination from employment or transfer consideration;~~.~~

n. The individual may request a screening of the split specimen at their own expense. All such requests must be received in writing by the district no later than 72 hours following notification to the applicant of the positive test results.

4. Post-accident~~Accident~~ Testing

The district shall conduct post-accident testing as follows:

a. It is the responsibility of the employee to report for post-accident drug and alcohol testing as soon as practicable following a motor vehicle accident which occurs while the employee is performing district safety -sensitive functions in which there is a fatality~~any person involved~~

[5] Pertains to requests received by the district from other employers.

~~has been fatally injured~~ or the employee receives a citation for a moving traffic violation in connection with an injury or tow-away accident:

(1) The employee will report to the designated collection site for post-accident drug and alcohol testing as soon as practicable following the occurrence of the accident;
(2) If alcohol testing has not been administered within two hours, the district shall~~will~~ prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered;
(3) If alcohol testing is not administered within eight hours, the district shall~~will~~ cease attempts to administer an alcohol test and shall state~~will prepare~~ and maintain on file a record specifying why the test was not administered;
(4) If drug testing has not been administered within 32 hours following the accident, the district will cease attempts to administer such tests and will document why the test was not administered;
(5) The employee will contact~~inform~~ the district official or designee as soon as practicable following the accident giving as much detailed information about the accident as possible (e.g., fatalities, injuries, tow-a-ways~~aways~~, traffic citations issued, etc.).

b. The district will provide employees with necessary post-accident testing information, procedures and instructions as a part of its employee training program. Additionally, written instructions to follow in the event of an accident will be provided in district vehicles as appropriate. Instructions will include locations of drug specimen collection and alcohol testing sites and telephone number~~numbers~~ of the district drug use and alcohol misuse prevention program coordinator or other district officials to contact;
c. The employee shall remain readily available for testing or may be deemed by the district to have refused to submit to testing. Such refusal is treated as if the district received an alcohol test result of 0.04 or greater or received a positive drug test. Nothing in this requirement shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care;
d. Results of a breath or blood test for the use of alcohol or a urine test for the use of drugs conducted by on-site federal, state and/or local law enforcement officials having independent authority for the test shall be considered to meet necessary requirements provided results of the test are obtained by the district and the tests conform to all applicable federal, state and/or local requirements;
e. An employee who is involved in an accident involving a fatality, injury and/or tow-away as described by the OTETA is prohibited from using alcohol for eight hours after the accident or until the employee undergoes a post-accident alcohol test, whichever occurs first.

5. Random Testing

The district shall conduct random drug and alcohol testing annually as follows:

a. Not less than 25~~50~~ percent of the average number of driver positions shall be tested for drugs and not less than 10~~25~~ percent shall be tested for alcohol in accordance with current minimum random testing requirements of the OTETA. Any unfilled, covered positions will be included as part of the total number of positions counted by the district for testing rate purposes. The district will meet minimum testing rates;

b. The testing rate may be adjusted by FMCSA~~the Federal Highway Administration~~ based on industrywide~~industry-wide~~ data;

c. The testing process shall, in fact, be random. Unless advised otherwise by their consortium, all~~All~~ employees will remain in the pool of drivers for each subsequent period, including vacations, holiday periods and summer recesses, whether or not they have been chosen for testing in the past;

d. The selection of employees for random testing shall be made by a scientifically valid method. The process selected by the district will ensure that all employees shall have an equal chance of being tested each time selections are made. The district will use the following system:

(1) Manual system:

(a) Individual, identically sized slips of paper or cards with the names or identification numbers of the covered drivers will be used;
(b) Cards will be placed into a container from which the required number will be drawn;
(c) The individual selected by the district to do the drawing will be unbiased;
(d) All names in the pool will be checked prior to the drawing to assure any necessary additions or deletions are made.

e. All such testing shall be unannounced and dates selected spread reasonably throughout the calendar year to avoid predictability and the perception that testing is "done for the year"~~-~~;"

f. Following notification of testing, selected employees shall proceed to the district ~~-~~selected collection site immediately or as soon as practicable;

g. Each employee selected for testing shall be tested during the selection period;

h. Employees shall only be tested for alcohol just before the driver is scheduled to perform ~~his/her~~ safety-sensitive functions~~function~~, during or just after performing such functions~~function~~;

i. Employees off work due to leave of absence~~leaves~~, vacation and layoff~~layoffs~~ will be informed that they remain subject to random testing. Employees drawn for such testing will be notified and tested as soon as practicable upon return to duty but no later than the next selection cycle (e.g., monthly, quarterly, etc.).

6. Reasonable Suspicion Testing

The district shall conduct reasonable suspicion drug and alcohol testing as follows:

a. The district will test covered employees when~~whenever~~ there is reasonable suspicion to believe that the employee has engaged in drug use or alcohol misuse;

b. Reasonable suspicion will be based on specific contemporaneous, articulable observations made by a trained supervisor as designated by the district, concerning appearance, behavior, speech or body odors indicative of employee use of drugs or the misuse of alcohol. Observations of drug use may include indications of chronic and withdrawal effects of drugs and noticeable degradation of job performance that may be associated with the use of drugs;

c. Hearsay or secondhand~~second hand~~ information is not sufficient to require an employee to submit to testing;

d. Alcohol testing may be authorized only if observations resulting in reasonable suspicion are made during, just preceding or just after the period of the workday~~work day~~ that the employee

is required to be in compliance with this policy, administrative regulations and applicable OTETA~~the~~ provisions ~~of the OTETA~~;

e. A written record shall be made of the observations leading to a reasonable suspicion drug test and signed by the administrator or designee~~supervisor~~ authorized to make such observations within 24 hours of the observed behavior or before the results of the drug test are released, whichever is earlier;

f. The district will ensure that the employee under reasonable suspicion is transported to the designated collection or testing site.

7. Referrals, Evaluation and Treatment

The district shall provide information related to referrals, evaluation and treatment as follows:

a. The district shall advise covered employees, who violate the drug and alcohol prohibitions, of referral services available for evaluating and resolving problems associated with the use of drugs and the misuse of alcohol. Such information will include the names, addresses and telephone numbers of SAPs~~SAP's~~ and counseling and treatment programs;

b. An employee who engages in such prohibited conduct shall be evaluated by a SAP;

c. The SAP will determine what assistance if any the employee needs in resolving problems associated with drug use and alcohol misuse;

d. This requirement applies only to current employees and not to job applicants who refuse testing or who test positive for drugs ~~and/or alcohol~~;

e. This requirement shall not be interpreted to require the district to provide or pay for any rehabilitation costs or to hold a job open for an employee with or without salary;

f. SAPs~~SAP's~~, as referred to in these administrative regulations, means:

(1) Licensed physicians with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related disorders;

(2) Licensed or certified psychologists, social workers or employee assistance professionals with like knowledge; and

(3) Alcohol and drug abuse counselors certified by the ~~National~~ Association for Addiction Professionals (~~of Alcoholism and Drug Abuse Counselors ("~~NAADAC).~~").~~ This does not include state-certified counselors.

8. Return -to -Duty Testing

Employees, if they continue employment and before they return to duty, shall comply with the following:

a. When~~ever~~ an employee has previously tested greater than or equal to 0.04~~positive~~ for alcohol ~~misuse~~, the employee must retest~~re-test~~ (return-to-duty test) with an alcohol concentration of less than 0.02;

b. When~~ever~~ an employee has previously tested positive for drug use, the employee must retest~~re-test~~ (return-to-duty test) with a verified negative test result.

9. Follow-up Testing

Employees, if they continue employment, shall comply with the following:

a. Follow-up testing will be conducted whenever a SAP determines that an employee is in need of resolving problems associated with drug use and/or alcohol misuse;
b. Follow-up alcohol testing will be conducted only when the employee is performing safety-sensitive functions, just before or just after the driver has performed safety-sensitive functions;
c. Follow-up drug and alcohol testing will be unannounced[6];
d. The number and frequency of such tests shall be determined by the SAP. Minimally, there shall be:

(1) At least 6 unannounced~~six~~ tests in the first 12 months following the driver's return to duty;
(2) Testing shall not exceed 60 months from the date of the employee's return to duty. The SAP, however, may terminate the follow-up testing at any time after the first six tests if the SAP~~he/she~~ determines the testing is no longer needed.

10. Drug and Alcohol Testing Procedures

The district, in cooperation with contracted collection and testing facilities, shall maintain drug and alcohol testing procedures as follows:

a. Drugs

(1) The applicant or employee reports to the district-designated collection site and provides positive identification (e.g., photo ID);~~;~~
(2) A urine sample for drug testing is provided. A "split specimen" (two~~sample" (second~~ urine specimen bottles) is prepared from the urine sample~~collected~~;
(3) Following completion of a chain-of-custody form, both specimen bottles are forwarded to the OHA~~DHHS~~ certified laboratory for analysis. The split~~second~~ specimen is stored at the laboratory for later testing as may be necessary. Initial testing is performed only on one specimen bottle;
(4) Testing results are reported to the district-selected MRO by mail or electronic transmission. Results may not be given over the phone;
(5) The MRO will verify ~~both~~ negative and positive testing results;
(6) The MRO will report the verified negative testing results to the district;
(7) The MRO will report verified positive testing results to the applicant or employee, discuss the type of illegal substance found and determine whether there is any valid medical reason for the positive testing results;
(8) A verified valid medical reason for a positive test~~testing~~ result will be reported as a negative test~~testing~~ result to the district;
(9) If no legitimate medical reason exists for positive drug testing, the MRO will report a confirmed~~verified~~ positive test result~~testing~~ and identity of the substance(s) to the district;
(10) The employee or applicant may request within 72 hours of a positive test notice that the split~~second~~ specimen (second bottle)~~sample~~ be screened~~tested~~. Such screening~~re-testing~~ costs will be paid for by the employee;
(11) Unlike the original specimen analyzed for specific levels of controlled substances, the ~~second or~~ split specimen~~sample~~ is analyzed only for the presence of drugs;

[6] A follow-up test shall not also serve as a random test, and vice versa.

(12) The MRO will report results of the second screening~~re-testing~~ to the employee and the district;
(13) The MRO will meet all the OTETA requirements including review of chain-of-custody control form, administrative processing of negative test~~testing~~ results, verification of positive testing results, report to the FMCSA, and maintenance of confidentiality requirements as may be applicable;
(14) Detailed drug testing procedures may be obtained by contacting the district's drug use and alcohol misuse prevention coordinator or designee.

b. Alcohol

(1) The employee reports to the district -designated testing site and provides positive identification;
(2) Under the alcohol testing rule, an alcohol test result will be considered failing~~positive~~ even if over-the-counter or legally prescribed medication is involved;
(3) All alcohol screening tests will be conducted by:

(a) A certified breath alcohol technician using evidential breath testing devices; or
(b) A trained saliva testing technician using non-evidential devices.

(4) Testing may be conducted at an OHA~~a DHHS~~ certified laboratory or other location including mobile facilities equipped for such testing as may meet the requirements of the OTETA;
(5) District supervisors should generally not be used as a breath alcohol or screening test~~saliva testing~~ technician for covered employees. Under certain circumstances, a properly trained district supervisor may conduct such testing in the absence of another technician;
(6) The employee submits to breath or saliva testing;
(7) If the result of the testing indicates an alcohol concentration rate of 0.02 or greater, a confirmation breath test is administered after at least 15 minutes, but no longer than 30 minutes, after the initial testing. All confirmation tests will be conducted using evidential breath testing devices;
(8) The ~~breath alcohol~~ technician will report any invalid tests ~~in which the initial positive test and the confirmation test do not match~~, confirmed failing~~positive~~ and passing~~negative~~ results to the district;
(9) Employee refusal to sign forms as required (i.e., Step 2 on the Alcohol Testing Form) shall be considered as refusal to be tested;
(10) The breath alcohol or screening test ~~saliva testing~~ technician will meet all OTETA requirements including such testing procedures, ~~Breath~~ Alcohol Testing Form~~form~~ and confidentiality requirements as may be required;
(11) Detailed alcohol testing procedures may be obtained by contacting the district's drug use and alcohol misuse prevention program coordinator or designee.

11. Positive Test Result

When the MRO determines a positive test result is valid, the MRO will report the finding to the Oregon Department of Transportation (ODOT) and the Oregon Department of Education. The person who is the subject of the test results will be notified by ODOT that the person has a right to a hearing to determine whether the test results reported will be placed in the employee's employment driving record.

12. Record Keeping~~Recordkeeping~~/Record Reporting

The district shall maintain records of its drug use and alcohol misuse prevention program as follows:

a. Records related to the collection process:

(1) Collection logbook, if used;
(2) Documents relating to the random selection process;
(3) Documents generated in connection with decisions to administer reasonable suspicion drug or alcohol testing;
(4) Documents generated in connection with decisions on post-accident testing;
(5) Documents verifying the existence of an explanation of the inability of an employee to provide adequate breath or to provide a urine specimen for testing;
(6) An annual calendar year report summarizing results of the district's drug use and alcohol misuse prevention program will be prepared and maintained when requested by ~~the~~ FMCSA as part of an inspection, investigation, special study or for statistical purposes;~~.~~
(7) Calibration documentation for evidential breath testing devices;
(8) Documentation of breath alcohol or screening test technician training while the individual performs the functions which require the training.

b. Records related to each query:

(1) Documents related to consent of any query;
(2) Documents related to information received for a pre-employment or annual query;
(3) Documents related to meeting reporting requirements.

c. Records related to pre-employment verification with a driver's previous employer;
d. Records related to a driver's test results, including:

(1) The district's copy of the alcohol testing~~test~~ form, including the test results;
(2) The district's copy of the controlled substance test ~~chain of~~ custody and control form;
(3) Documents sent by the MRO to the district;
(4) Documents related to the refusal of any employee to submit to drug and/or alcohol testing;
(5) Documents presented by a driver to dispute the results of a drug and/or alcohol test administered in connection with the requirements of the OTETA.

e. Records related to evaluations as follows:

(1) Records pertaining to a determination by a SAP concerning an~~his/her~~ evaluation of ~~a~~ covered employees' need~~employee who tested positive~~ for assistance~~drugs, or failed an alcohol test or refused to test~~;
(2) Records concerning a driver's compliance with recommendations of the SAP~~substance abuse professional~~.

f. Records related to education and training as follows:

(1) Materials on drug use awareness and alcohol misuse including a copy of the district's policy and administrative regulations on drug use and alcohol misuse and related information;

(2) Driver's signed receipt of education materials;
(3) Documentation of training provided to supervisors for the purpose of qualifying the supervisors to make a determination concerning the need for drug and/or alcohol testing based on reasonable suspicion;
(4) Certification that any training conducted in compliance with the OTETA meets all pertinent requirements for such training.

g. Records related to alcohol and drug testing as follows:

(1) Agreements with collection site facilities, laboratories, MROs and consortia (includes breath alcohol technicians, screening test technicians and third party providers), as applicable;~~as applicable;~~
(2) Names and positions of officials and their role in the district's drug and alcohol testing program(s);
(3) Semiannual laboratory statistical summaries of urinalysis as required by the OTETA and as reported by the laboratory. The district will document laboratory failures to provide statistical summaries and any district follow-up efforts to obtain such reports.

h. Records will be retained by the district as follows:

(1) Five Years~~years~~:

(a) Records of employee alcohol -testing results with results indicating an alcohol concentration of 0.02 or greater;
(b) Records of verified positive drug testing results;
(c) Documentation of refusals to take required drug and/or alcohol tests;
~~(d) Drug testing custody and control forms;~~
~~(e)~~(d) Employee evaluation and referrals;
~~(f)~~(e) Testing program records including violations;
~~(g)~~(f) A copy of each annual calendar year report summary;
~~(h)~~(g) Equipment calibration documentation when required (See 12. a. (7)).

(2) Three Years:

(a) Records related to each query and all information received in response to each query. Documentation of a consent will be retained for three years from the date of the last query.
(b) Pre-employment records obtained, or good faith efforts to obtain, from a previous employer about a driver.

(3) Two Years:

Records related to the drug and alcohol collection process (except calibration of evidential breath testing devices).~~) and training.~~
(4) One Year:

Records of negative and cancelled drug -testing results and alcohol test results with a concentration of less than 0.02.

(5) Indefinite Period:

Records related to the education and training of breath alcohol technicians, screening test technicians, supervisors and drivers shall be maintained by the district while the individual performs the functions which require training and for two years after ceasing to perform those functions.

i. Records will be maintained in a secure location with controlled access to ensure confidentiality requirements are met as follows:

(1) Drug use and alcohol misuse prevention program records will be maintained at the district office. Records relating to individual employee drug and/or alcohol testing, evaluation and treatment will be maintained separately from the employee's personnel file;
(2) Employees are entitled upon written request to obtain copies;
(3) The district may disclose information in connection with employee benefit proceedings, Department of Transportation agency action against an employee or~~of~~ National Transportation Safety Board safety investigations;
(4) The district shall disclose such information[7] to subsequent employers upon written request from the employee (in accordance with 49 C.F.R. § 382.413);
(5) The district will provide access to any drug and alcohol collection and/or testing facility records maintained by the district as described by the OTETA (i.e., those federal agencies, state and local officials who have regulatory authority over the district's covered employees).

[7] Information that must be disclosed to subsequent employers upon receipt of proper authorization form/release signed by the employer's ex-driver: (a) Failed alcohol tests (breath alcohol content of 0.04 or greater); (b) Verified positive drug test; (c) Refusals to test.

Alsea School District 7J

Code: **GBG**
Adopted: 11/18/15
Orig. Code: GBG

Staff Participation in Political Activities

Employees may exercise their right to participate fully in affairs of public interest on a local, county, state and national level on the same basis as any community member~~citizen~~ in a comparable position in public or private employment and within the law.

All district employees are privileged within the limitations imposed by state and federal laws and regulations to choose any side of a particular issue and to support their viewpoints as they desire by vote, discussion or persuading others. Such discussion and persuasion, however, will not be carried on during the performance of district~~school~~ duties, except in open discussion during classroom lessons that consider various~~all~~ candidates for a particular office or various sides~~any side~~ of a particular political or civil issue.

On all controversial issues, employees must designate that the viewpoints they represent on the issues are personal and are not to be interpreted as the district's official viewpoint.

~~If a teacher only presents a particular viewpoint during any lesson, the teacher shall make a good faith attempt to provide and/or present opposing view(s). The teacher can expect assistance from the superintendent.~~

No employee will use district facilities, equipment or supplies in connection with political activities~~campaigning~~, nor will they~~he/she~~ use any time during the work~~working~~ day for such political activities~~campaign purposes~~.

END OF POLICY

Legal Reference(s):

ORS Chapter 244 ORS 260.432

OR. CONST., art. XV, § 8.

Alsea School District 7J

Code: **GBH/JECAC**
Adopted: 5/13/21
Orig. Code: GBH/JECAC

Staff/Student/Parent Relations**

The Board encourages parents to be involved in their student's school educational activities and, unless otherwise ordered by the courts, an order of sole custody on the part of one parent shall not deprive the other parent of the following authority as it relates to:

1. Receiving and inspecting their student's education records and consulting with school staff concerning the student's welfare and education, to the same extent as provided the parent having sole custody;

2. Authorizing emergency medical, dental, psychological, psychiatric or other health care for the student if the custodial parent is, for practical reasons, unavailable.

It is the responsibility of the parent with sole custody to provide any court order or parental plan that curtails the rights of the noncustodial parent at the time of enrollment or any other time a court order is issued.

In the case of joint custody, the district will adhere to all conditions specified and ordered by the court.

The district will use reasonable methods to identify and authenticate the identity of both parents.

END OF POLICY

Legal Reference(s):

ORS 107.101
ORS 107.102
ORS 107.106
ORS 107.154
ORS 109.056
ORS 163.245 - 163.257

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2012); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2017).
Protection of Pupil Rights, 20 U.S.C. § 1232h (2012); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2017).

Alsea School District 7J

Code: **GBHA**
Adopted: 11/18/15
Orig. Code: GBHA

DELETE

Parental/Family Relationship**

In determining whether a person is acting in a parental relationship to a student, the district shall examine the facts and circumstances of each case.

Reasonable requests for relevant information from students or persons appearing to be in a supervisory role of a student may be made.

Characteristics that describe a parental relationship would include:

1. Whether the person has physical custody and control of the student;
2. Whether the person supplies the student with food, clothing, shelter or other incidental necessities;
3. Whether the person provides the child with care, education and discipline;
4. Whether the person may authorize ordinary medical, dental, psychiatric, psychological, hygienic or other remedial care and treatment for the student and, in an emergency where the student's safety appears to urgently require it, whether the person may authorize surgery or other extraordinary care.

END OF POLICY

DELETE

Legal Reference(s):

ORS 329.145 ORS 339.133 ORS 419B.373

DELETE

Alsea School District 7J

Code: **GBI**
Adopted: 11/18/15
Orig. Code: GBI

Gifts and Solicitations

Students~~Teachers~~ and their parents shall be discouraged from giving gifts to district~~other~~ employees. ~~will not accept items of material value from students.~~ The Board welcomes, as appropriate, the writing of letters by students to staff members expressing gratitude and appreciation.

~~Material value is defined as $50 from a single source in a single year.~~

Individual employees will refrain from giving gifts[1] to staff members who exercise any direct or indirect administrative or supervisory jurisdiction over them. Collecting money for group gifts is discouraged except in special circumstances such as bereavement, serious illness or ~~for~~ retirement gifts. Staff-initiated "sunshine funds" are exempt from this policy.

No staff member may solicit funds in the name of the school or district through the use of, including but not limited to, internet-based or crowd-funding types of fund raising, without the approval of the superintendent.

Individual employees need to be accountable for maintaining integrity and avoid accepting anything of value offered by another for the purpose of influencing their professional judgment.

All employees are prohibited from accepting items of material value from companies or organizations doing business with the district. "Material value" is defined as $50 from a single source in a single year.

No organization may solicit funds from staff members within the schools, nor may anyone distribute flyers or other materials related to fund drives through the schools without the superintendent's approval. Staff members may not be made responsible~~,~~ or assume responsibility~~,~~ for collecting money or distributing any fund-drive literature within the schools without the superintendent's approval.

The soliciting of staff by sales people, other staff or agents during on-duty hours is prohibited. Any solicitation should be reported at once to the principal or supervisor. Advertising is not allowed in the building without the superintendent's approval.

END OF POLICY

Legal Reference(s):

[1] "Gift" means something of economic value given to a public official or the public official's relative or household member without valuable consideration of equivalent value, including the full or partial forgiveness of indebtedness, which is not extended to others who are not public officials or the relatives or household members of public officials on the same terms and conditions; and something of economic value given to a public official or the public official's relative for valuable consideration less than that required from others who are not public officials. See ORS Chapter 244 for gift definition exceptions.

ORS 244.010 to -244.400 ORS 339.880	OAR 584-020-0000 to -0045 OAR 199-005-0005 to -199-020-0020

Alsea School District 7J

Code: **GBEB/JHCC-AR**
Revised/Reviewed: 7/12/16
Orig. Code(s): GBEB/JHCC-AR

Communicable Diseases

(Version 1)

(see updated version)

In accordance with state law, rule and health authority communicable disease guidelines, procedures, as established below, will be followed:

School Restrictable/School Reportable Diseases

1. Restrictable diseases are communicable diseases which occur in a setting where predictable and/or serious consequences may occur to the public. School restrictable diseases are defined as a disease which can be readily transmitted in a school setting and to which students and/or employees in a school may be particularly susceptible;

2. A district employee who is diagnosed to have a school restrictable disease shall not engage in any occupation which involves contact with students as long as the disease is in a communicable stage;

3. A student who is diagnosed to have a school restrictable disease shall not attend school as long as the disease is in a communicable stage. These restrictions are removed by the written statement of the local health officer or designee or a licensed physician (with the concurrence of the local health officer) that the disease is no longer communicable to others in the school setting. For those diseases indicated by an asterisk (*) the restriction may be removed by a school nurse. For pediculosis, or head lice (indicated by a double asterisk) (**), the restriction may be removed after the parent provides a signed statement that a recognized treatment has been initiated. School restrictable diseases include, but are not limited to:

   a. Chicken pox*;
   b. Cholera;
   c. Diphtheria;
   d. Measles;
   e. Meningococcal disease;
   f. Mumps*;
   g. Pediculosis** (head lice);
   h. Pertussis (whooping cough);
   i. Plague;
   j. Rubella (German measles);
   k. Scabies*;
   l. Staphylococcal skin infections*;
   m. Streptococcal infections*;
   n. Tuberculosis;
   o. Pandemic flu.

   The school administrator may, when he/she has reasonable cause to believe the student has a school restrictable disease, exclude that student from attendance until a physician, public health nurse or school nurse certifies that the student is not infectious to others;

4. The local health officer or designee may allow students and employees with diseases in a communicable stage to continue to attend and to work in a school when measures have been taken to prevent the transmission of the disease;

5. More stringent rules for exclusion from school may be adopted by the local health department or by the district through Board-adopted policy;

6. A disease may not be considered to be a school restrictable disease unless it is listed in section 3. above, in accordance with OAR 333-019-0015 (2), it has been designated to be a school restrictable disease through Board policy or the local health administrator determines that it presents a significant public health risk in the school setting;

7. When a person is diagnosed as having diphtheria, measles, pertussis (whooping cough) or rubella (German measles), the local health officer may exclude from any school in his/her jurisdiction any student or employee who is susceptible to that disease.

8. The district's emergency preparedness plan shall address the districts plan with respect to a declared public health emergency at the local or state level.

Notification

1. Any staff member who has reason to suspect that a student is infected with a reportable, but not school restrictable disease shall so inform the school administrator. All employees shall comply with all reporting measures adopted by the district and with all rules set forth by Oregon Department of Human Services, Health Services, and county health department.

2. Employees have a responsibility to report to the district when infected with a school restrictable communicable disease unless stated otherwise by law.

3. In the event a school administrator is informed that a staff member or student may have a reportable disease, he/she will seek confirmation and assistance from the local health department to determine the appropriate district response. Reportable diseases include, but are not limited to:

    a. Acquired immunodeficiency syndrome (AIDS);
    b. Amebiasis;
    c. Anthrax;
    d. Botulism;
    e. Brucellosis;
    f. Campylobacteriosis;
    g. Chancroid;
    h. Chlamydia trachomatis infection of the genital tract;
    i. Cholera;
    j. Cryptosporidiosis;
    k. Diphtheria;
    l. Escherichia coli 0157-caused illness;
    m. Food-borne illness;
    n. Giardiasis;
    o. Gonococcal infections;
    p. Haemophilus influenzae-caused invasive disease;
    q. Hemolytic uremic syndrome;
    r. Hepatitis (A; B; non-A, non-B and delta);
    s. HIV infection*;
    t. Leprosy;
    u. Leptospirosis;
    v. Listeriosis;
    w. Lyme disease;
    x. Lymphogranuloma venereum;

y. Malaria;
z. Measles (Rubeola);
aa. Meningococcal disease;
bb. Pelvic inflammatory disease, acute, nongonococcal;
cc. Pertussis;
dd. Plague;
ee. Poliomyelitis;
ff. Psittacosis;
gg. Q fever;
hh. Rabies (human and animal cases);
ii. Rocky Mountain spotted fever;
jj. Rubella (including congenital rubella syndrome);
kk. Salmonellosis (including typhoid fever);
ll. Shigellosis;
mm. Syphilis;
nn. Tetanus;
oo. Trichinosis;
pp. Tuberculosis;
qq. Tularemia;
rr. Yersiniosis.

* Does not apply to anonymous HIV testing.

4. With consultation and direction from the district's school nurse or appropriate health authorities, the school administrator or designee shall determine which other persons may be informed of the infectious nature of the individual student or employee within guidelines provided in statute.

Education

1. The school administrator or designee shall seek information from the district's school nurse or other appropriate health officials regarding the health needs/hazards of all students and the educational needs of the infected student.

2. The school administrator or designee shall, utilizing information obtained in section 1. above, determine an educational program for the infected student and implement same in an appropriate (regular or alternative) setting.

3. The school administrator or designee shall, from time-to-time, review the appropriateness of the educational program and the setting of each individual student.

Equipment and Training

1. The school administrator or designee shall, on a case-by-case basis, determine what equipment and/or supplies are necessary in a particular classroom or other setting in order to prevent disease transmission.

2. The school administrator or designee shall consult with the district's school nurse or other appropriate health officials as to whether it is necessary to provide special training in the methods of protection from such communicable disease.

All district personnel will be instructed annually by the school health nurse to use the proper precautions pertaining to blood and body fluid exposure.



Alsea School District 7J

Code: **GBEBA**
Adopted: 5/13/21
Orig. Code: GBEBA

Staff - HIV, AIDS and HBV

The district will ~~adhere~~ strictly adhere in its policies and procedures, to Oregon law and Oregon Administrative Rules as they relate to staff infected with HIV, AIDS, or HBV[1].

The district recognizes a staff member has no obligation under any circumstance to report a condition to the district, and the staff member has a right to continue working.

If the staff member reports a condition to the district, strict adherence to written guidelines outlined by the staff member shall be followed.

These guidelines shall identify who may have the information, who will give the information, how the information will be given, and where and when the information will be given. All such information will be held in confidence in accordance with Oregon law.

Accommodations for a staff member infected with HIV, AIDS, or HBV shall be the same as with any other illness.

END OF POLICY

Legal Reference(s):

ORS 243.650
ORS 342.850(8)
ORS 433.008
ORS 433.045
ORS 433.260

OAR 333-017-0000
OAR 333-018-0000
OAR 333-018-0005
OAR 581-022-2220

[1] HIV - Human Immunodeficiency Virus; AIDS - Acquired Immune Deficiency Syndrome; HBV - Hepatitis B Virus.

Alsea School District 7J

Code: **GBEBAA/JHCCBA/EBBAB**
Adopted: 7/12/16
Orig. Code: GBEBAA/JHCCBA/EBBAB

HBV/Bloodborne Pathogens

(this is in section E only)
The Board recognizes that staff/students incur some risk of infection and illness each time they are exposed to blood or other potentially infectious materials. While the risk to staff/students of exposure to body fluids due to casual contact with individuals in the school environment is very low, the Board regards any such risk as serious.

Consequently, the Board directs adherence to standard precautions. Standard precautions require that staff and students approach infection control as if all direct contact with human blood and body fluids is known to be infectious for HIV, HBV and/or other bloodborne pathogens[1].

In order to reduce the risk to staff/students by minimizing or eliminating staff exposure incidents to bloodborne pathogens, the Board directs the superintendent to develop and implement an Exposure Control Plan. The plan shall be reviewed and updated at least annually and when necessary to reflect new or modified tasks and procedures which affect occupational exposure and to reflect new or revised employee positions with occupational exposure. The review and update shall also:

1. Reflect changes in technology that eliminate or reduce exposure to bloodborne pathogens;

2. Annually, document consideration and implementation of appropriate commercially available and effective safer medical devices designed to eliminate or minimize occupational exposure.

The plan shall include training followed by an offer of immunization with Hepatitis B vaccine and vaccination series for all staff who are required to provide first aid to students and/or for all staff who have occupational exposure as determined by the district. Training shall be provided at the time of initial assignment to tasks where occupational exposure may take place and at least annually thereafter. Personal protective equipment appropriate to job tasks shall be provided by the district. A postexposure evaluation and follow-up shall be made available to any employee sustaining an occupational exposure.

The district recognizes that, as required by OAR 437-002-1030, employees who use medical sharps in the performance of their duties (e.g., administering injectable medicines to students, such as epinephrine and glucagon) must, at least annually, be provided with the opportunity to identify, evaluate and select engineering and work practice controls (e.g., sharps disposal containers, self-sheathing needles, safer medical devices, such as sharps with engineered sharps injury protections and needleless systems). The district will implement such work practice controls, as appropriate.

Documentation, including a sharps injury log, will be maintained as required by OAR 437-002-1035 and 437-002-1030(3).

[1] Bloodborne pathogens - pathogenic microorganisms that are present in human blood and can cause disease in humans. These include, but are not limited to, Hepatitis B virus (HBV) and Human Immunodeficiency Virus (HIV).

END OF POLICY

Legal Reference(s):

OAR 333-022-0415
OAR 437-002-0360
OAR 437-002-0377
OAR 437-002-1030
OAR 437-002-1035

Occupational Safety and Health Standards, Bloodborne Pathogens, 29 C.F.R. §1910.1030.

DELETE

Alsea School District 7J

Code: GBI-AR
Revised/Reviewed:

Internet-Based, Crowd Funding Solicitation

All district or school internet-based, crowd funding or other similar types of monetary solicitation shall be in compliance with all district fund-raising policies, requiring preapproval from the superintendent.

The superintendent shall monitor the internet-based and/or crowd-funding site to ensure that no student information is disclosed improperly and no images are used without permission.

The superintendent shall ensure that the internet-based and/or crowd-funding site is legitimate, and that the terms of the site are being followed.

All technology requests for funding shall follow appropriate policies and use guidelines.

All district or school funding will be on the district's system.

All technology purchases or request for purchase will be approved by the superintendent.

All non-monetary items obtained become property of the district and all inventory procedures apply.

All monetary donations shall be recorded in the proper school or district fund. No school or district banking information shall be given out. A check will be requested to be mailed to the district in the name of the district and not to the individual.

A file will be maintained by the superintendent that documents the superintendent approval, details of the project, a print out of the website, copies of all agreements and permission forms, copies of any checks of monetary donation received as well as the inventory listing non-monetary donations.

PROPOSED

Alsea School District 7J

Code: **GBK/JFCG/KGC**
Adopted: 7/12/16
Orig. Code: GBK/JFCG/KGC

Prohibited Use, Possession, Distribution or Sale of Tobacco Products and Inhalant Delivery Systems

(Version 1)

(see updated version)

It is the district's obligation to protect the health, welfare and safety of students. To be consistent with Oregon law and district curriculum, student possession, use, distribution or sale of tobacco products or inhalant delivery systems in any form on district premises, at school-sponsored activities, on or off district premises, on all district grounds, including parking lots, in district-owned, rented or leased vehicles or otherwise, or while a student is under the jurisdiction of the school is prohibited.

The use, distribution or sale of tobacco products or inhalant delivery systems by staff and all others is prohibited on district premises, in any building or facility, on district grounds, including parking lots, in any vehicle owned, leased, rented or chartered by the district, school or public charter school and at all school-sponsored activities.

For the purpose of this policy, "tobacco products" is defined to include, but not limited to, any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette, and any other smoking product, spit tobacco, also known as smokeless, dip, chew or snuff in any form. This does not include USFDA-approved tobacco products or other therapy products used for the purpose of cessation.

For the purpose of this policy, "inhalant delivery system" means a device that can be used to deliver nicotine or cannabinoids in the form of a vapor or aerosol to a person inhaling from the device; or a component of a device or a substance in any form sold for the purpose of being vaporized or aerosolized by a device, whether the component or substance is sold or not sold separately. This does not include USFDA-approved tobacco products or other therapy products marked and sold solely for the approved purpose.

Violation of this policy will lead to appropriate disciplinary action up to and including expulsion for students. When considering disciplinary action for a student with disabilities, the district must follow the requirements of Board policy JGDA/JGEA - Discipline of Students with a Disability, including those involving functional behavioral assessment, change of placement, manifestation determination, and an interim alternative educational setting. Community or school service may be required. A referral to law enforcement may be made. Parents will be notified of all violations involving their student and subsequent action taken by the school. Information about cessation support and/or tobacco education programs and how students can access these programs will be provided. At the discretion of the principal, attendance and completion of such programs, or successful completion of a behavior modification plan, may be allowed as a substitute for, or as part of student discipline.

Violation of this policy by nonstudents may result in the individuals removal from district property. The district reserves the right to restrict access to district property by individuals who are repeat offenders.

This policy shall be enforced at all times. The superintendent will develop administrative regulations as needed to implement this policy.

END OF POLICY

Legal Reference(s):

ORS 167.400
ORS 332.107
ORS 336.222
ORS 336.227
ORS 339.240
ORS 339.250
ORS 339.883
ORS 431.840
ORS 433.835 to- 433.990

OAR 581-021-0050 to -0075
OAR 581-021-0110
OAR 581-022-0413
OAR 581-053-0230(9)(s)
OAR 581-053-0330(1)(m)
OAR 581-053-0430(12)
OAR 581-053-0531(11)
OAR 581-053-0630

Pro-Children Act of 1994, 20 U.S.C. §§ 6081-6084 (2006).

DELETE

Alsea School District 7J

Code: GBK/KGC
Adopted:

Prohibited Use, Distribution or Sale of Tobacco Products and Inhalant Delivery Systems
(Version 2)

To be consistent with Oregon law, the use, distribution or sale of tobacco products or inhalant delivery systems by staff and all others is prohibited on district premises, in any building or facility, on district grounds, including parking lots, in any vehicle owned, leased, rented or chartered by the district, school or public charter school and at all district- or school-sponsored activities.

For the purpose of this policy, "tobacco products" is defined to include, but not limited to, any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette, and any other smoking product, spit tobacco, also known as smokeless, dip, chew or snuff in any form. This does not include products that are USFDA-approved for sale as a tobacco cessation product or for any other therapeutic purpose, if marketed and sold solely for the approved purpose.

For the purpose of this policy, "inhalant delivery system" means a device that can be used to deliver nicotine or cannabinoids in the form of a vapor or aerosol to a person inhaling from the device; or a component of a device or a substance in any form sold for the purpose of being vaporized or aerosolized by a device, whether the component or substance is sold or not sold separately. This does not include products that are USFDA-approved for sale as a tobacco cessation product or for any other therapeutic purpose, if marketed and sold solely for the approved purpose.

Violation of this policy by staff may result in discipline up to and including dismissal.

Violation of this policy by the public may result in the individuals removal from district property. The district reserves the right to restrict access to district property by individuals who are repeat offenders.

This policy shall be enforced at all times.

END OF POLICY

Legal Reference(s):

ORS 332.107
ORS 336.227
ORS 339.883
ORS 431A.175
ORS 433.835 to -433.990
OAR 581-021-0110
OAR 581-053-0230(9)(s)
OAR 581-053-0330(1)(m)
OAR 581-053-0430(12)
OAR 581-053-0531(11)

Pro-Children Act of 1994, 20 U.S.C. §§ 6081-6084 (2012).

Alsea School District 7J

Code: **GBL**
Adopted: 11/18/15
Orig. Code: GBL

Personnel Records

An official personnel file will be established for each person employed by the district. Personnel~~Such~~ files will be maintained in a central location.

All records containing employee medical condition information such as workers' compensation reports and release or ~~/~~permission to return to work forms will be kept confidential, in a separate file from personnel records. Such records will be released only in accordance with the requirements of the Americans with Disabilities Act or other applicable law.

The superintendent will be responsible for establishing procedures~~regulations~~ regarding the control, use, safety and maintenance of all personnel records. Employees will be given a copy of evaluations, complaints and written disciplinary actions ~~to be~~ placed in their personnel file. All charges resulting in disciplinary action shall be considered a permanent part of a~~the~~ teacher's personnel file and shall not be removed for any reason. Employees may submit a written response to any materials placed in their personnel file.

Except as provided below, or required by law, district employees'[1] personnel records will be available for use and inspection only by the following:

1. The individual employee. An employee ~~or designee~~ may arrange with the personnel office to inspect the contents of their~~his/her~~ personnel file on any day the personnel office is open for business;

2. Others designated ~~in writing~~ by the employee in writing may arrange to inspect the contents of the employee's personnel file in the same manner described above;

3. The comptroller or auditor, when such inspection is pertinent to carrying out their~~his/her~~ respective duties, or as otherwise specifically authorized by the Board. Information so obtained will be kept confidential. No files will be removed from their central location for personal inspection;

4. A Board member when specifically authorized by the Board. Information will be kept confidential. No files will be removed from their central location for personal inspection;

5. The superintendent and members of the central administrative staff designated by the superintendent;

6. District administrators and supervisors who currently or prospectively supervise the employee;

7. Employees of the personnel office;

8. Attorneys for the district or the district's designated representative on matters of district business;~~.~~

[1] Includes former employees.

9. Upon receiving a request from a prospective employer issued under Oregon Revised Statute (ORS) 339.374(1)(b), the district, pursuant to ORS 339.378(1), shall disclose the requested information if it has or has had an employment relationship with a person who is the subject of the request, no later than 20 days after receiving such request. The records created by the district pursuant to ORS 339.388(8)(c) are confidential and are not public records as defined in ORS 192.311. The district may use the record as a basis for providing the information required to be disclosed about an employee under ORS 339.378(1);

~~10. The disciplinary records[2] of a district employee convicted of a crime listed in ORS 342.143 are not exempt from disclosure under ORS 192.501 or 192.502 and shall be released to any person upon request. Prior to the release of disciplinary records, the district shall remove any personally identifiable information from the record that would disclose the identity of a child, a crime victim or a district employee who is not the subject of the disciplinary record.~~

~~11.~~10. ~~{Level1}~~Upon request from a law enforcement agency, the Oregon Department of Human Services, ~~or~~ the Teacher~~Teachers~~ Standards and Practices Commission, or the Oregon Department of Education, in conducting an investigation related to~~a district shall provide the records of investigations of~~ suspected ~~child~~ abuse or suspected sexual conduct, to the extent allowable by state and federal law, including laws protecting a person from self-incrimination;

~~12.~~11. Upon request from a prospective employer or ~~by~~ a former employee, authorized district officials may disclose information about a former employee's job performance to a prospective employer and such disclosure is presumed to be in good faith. Presumption of good faith is rebutted by showing the information disclosed was knowingly false or deliberately misleading, was rendered with malicious purpose or violated any civil right of the former~~district~~ employee protected under ORS 659 or ORS 659A.

The superintendent may permit persons other than those specified above to use and to inspect personnel~~employee~~ records when, in their~~his/her~~ opinion, the person requesting access has a legitimate official purpose. The superintendent will determine in each case, the appropriateness and extent of such access.

Release of personnel records to parties other than those ~~authorized to inspect them will be only upon receipt of a court order.~~ listed above, will be in line with Board policy KBA - Public Records.

END OF POLICY

Legal Reference(s):

ORS 30.178
ORS 339.370 – 339.374
ORS 339.378
ORS 339.388
ORS 342.143
ORS 342.850
ORS 652.750
ORS Chapter 659
ORS Chapter 659A
OAR 581-022-2405

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[2] ~~Disciplinary records is defined as records related to a personnel discipline action or materials or documents supporting that action.~~

OSEA v. Lake County Sch. District, 93 Or. App. 481 (1988).
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12112 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).
Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. § 2000ff-1 (2018).

Alsea School District 7J

Code: **GBM**
Adopted: 6/13/17
Orig. Code: GBM

Staff Complaints

The superintendent or designee will develop a complaint procedure which will be available for all employees who believe there is evidence of, and wisheswish to report a violation, misinterpretation or inappropriate application of district personnel policies and/or administrative regulations; a mismanagement, gross waste of funds or abuse of authority,; or believe there is evidence that the district created a substantial and specific danger to public health and safety by its actions.. The complaint procedure will provide an orderly process for the consideration and resolution of problems in the application or interpretation of district personnel policies.

The complaint procedure will not be used to resolve disputes and disagreements related to the provisions of any collective bargaining agreement, nor will it be used in any instance where a collective bargaining agreement provides a dispute resolution procedure. Disputes concerning an employee's dismissal, contract nonrenewal or contract non-extensionnonextension will not be processed under this procedure.

Reasonable efforts will be made to resolve complaints informally.

Administrative regulations will be developed to outline procedural timelines and steps under this policy, as necessary. The district will use the designated complaint process in administrative regulation KL-AR - Public Complaints Procedure to address any alleged violations of this policy.

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 659A.199 to -659A.224 OAR 581-022-2405

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

Alsea School District 7J

Code: **GBM-AR**
Adopted: 11/18/15
Orig. Code: GBM-AR

Staff Complaints Procedure

(the policy refers to KL-AR)

Step One: File in writing the facts of the complaint to his/her immediate supervisor with 15 days of the action or incident. The written statement shall contain:

1. The fact upon which the complaint is based as the complainant who is filing the complaint sees them;

2. A reference to the policies, procedures or practices of the district that have allegedly been violated;

3. Remedies/Solutions.

A sincere effort should be made to resolve the complaint. Within 10 days if the complainant does not appeal to the superintendent, then the opportunity to continue the appeal shall be forfeited.

Step Two: The superintendent shall, within 10 days of the receipt of the appeal, meet with the complainant to allow him/her to present facts and present their version of events. If an employee is the source of the complaint, he/she shall be present. The superintendent shall make a ruling within 10 days of the appeals meeting. If the complainant does not appeal the superintendent's decision within 10 days, the opportunity to continue the appeal shall be forfeited.

Step Three: The appeal process goes to the Board, which will have 10 days in which to schedule a hearing. The Board will hear the superintendent's decision, and all other relevant testimony. The Board will rule a decision within 15 days of the hearing. The Board's decision shall be considered final.

Alsea School District 7J

Code: **GBMA**
Adopted: 6/13/17
Orig. Code(s): GBMA

Whistleblower

When an employee has good faith and reasonable belief the employer has violated any federal, state or local, law, rule or regulation; has engaged in mismanagement, gross waste of funds or abuse of authority; or created a substantial and specific danger to public health and safety by its actions, and an employee then discloses or plans to disclose such information, it is an unlawful employment practice for an employer to:

1. Discharge, demote, transfer, reassign or take disciplinary action against an employee or threaten any of the previous actions.

2. Withhold work or suspend an employee.

3. Discriminate or retaliate against an employee with regard to promotion, compensation or other terms, conditions or privileges of employment.

4. Direct an employee or to discourage an employee to not disclose or to give notice to the employer prior to making any disclosure.

5. Prohibit an employee from discussing, either specifically or generally, the activities of the state or any agency of or political subdivision in the state, or any person authorized to act on behalf of the state or any agency of or political subdivision in the state, with:

    a. Any member of the Legislative assembly;
    b. Any Legislative committee staff acting under the direction of any member of the Legislative assembly; or
    c. Any member of the elected governing body of a political subdivision in the state or any elected auditor of a city, county or metropolitan service district.

An employee's good faith and reasonable belief shall serve as an affirmative defense to civil or criminal charges related to the employee's disclosure of lawfully accessed information related to the violation, including information that is exempt from disclosure by public records law.

The district will use the complaint process in administrative regulation KL-AR - Public Complaints Procedure to address any alleged violations of this policy.

The district shall deliver a written or electronic copy of this policy to each staff member.

END OF POLICY

Legal Reference(s):

ORS 192.501 - 192.505 ORS 659A.199 - 659A.224 OAR 581-022-2405

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

Alsea School District 7J

Code: **GBN/JBA**
Adopted: 5/11/16
Orig. Code(s): GBN/JBA

Sexual Harassment
(Version 1)

(see updated version)

The Board is committed to the elimination of sexual harassment in district schools and activities. Sexual harassment is strictly prohibited and shall not be tolerated. This includes sexual harassment of students, staff or third parties by other students, staff, Board members or third parties. "Third parties" include, but are not limited to, school volunteers, parents, school visitors, service contractors or others engaged in district business, such as employees of businesses or organizations participating in cooperative work programs with the district and others not directly subject to district control at interdistrict and intradistrict athletic competitions or other school events. "District" includes district facilities, district premises and nondistrict property if the student or employee is at any district-sponsored, district-approved or district-related activity or function, such as field trips or athletic events where students are under the control of the district or where the employee is engaged in district business. The prohibition also includes off duty conduct which is incompatible with district job responsibilities.

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

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

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

3. The conduct or communication is so severe, persistent or pervasive that it has the purpose or effect of unreasonably interfering with a student's educational performance or with an employee's ability to perform his/her job; or creates an intimidating, offensive or hostile educational or working environment. Relevant factors to be considered will include, but not be limited to, did the individual view the environment as hostile; was it reasonable to view the environment as hostile; the nature of the conduct; how often the conduct occurred and how long it continued; age and sex of the complainant; whether the alleged harasser was in a position of power over the student or staff member subjected to the harassment; number of individuals involved; age of the alleged harasser; where the harassment occurred; and other incidents of sexual harassment at the school involving the same or other students or staff.

Examples of sexual harassment may include, but not be limited to, physical touching or graffiti of a sexual nature, displaying or distributing of sexually explicit drawings, pictures and written materials, sexual gestures or obscene jokes, touching oneself sexually or talking about one's sexuality in front of others or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.

All complaints about behavior that may violate this policy shall be promptly investigated. Any student, employee or third party who has knowledge of conduct in violation of this policy or feels he/she is a victim of sexual harassment must immediately report his/her concerns to the principal, compliance officer

or superintendent, who has overall responsibility for all investigations. A student may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official. The student and the student's parents or staff member who initiated the complaint shall be notified of the findings of the investigation and, if appropriate, that remedial action has been taken.

The initiation of a complaint in good faith about behavior that may violate this policy shall not adversely affect the educational assignments or study environment of a student complainant or any terms or conditions of employment or work environment of the staff complainant. There shall be no retaliation by the district against any person who, in good faith, reports, files a complaint or otherwise participates in an investigation or inquiry of sexual harassment.

It is the intent of the Board that appropriate corrective action will be taken by the district to stop the sexual harassment, prevent its recurrence and address negative consequences. Students in violation of this policy shall be subject to discipline up to and including expulsion and/or counseling or sexual harassment awareness training, as appropriate. The age and maturity of the student(s) involved and other relevant factors will be considered in determining appropriate action. Employees in violation of this policy shall be subject to discipline, up to and including dismissal and/or additional sexual harassment awareness training, as appropriate. Other individuals whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the superintendent or Board.

Additionally, the district may report individuals in violation of this policy to law enforcement officials. Licensed staff, staff registered with the Teacher Standards and Practices Commission (TSPC) and those participating in practicum programs, as specified by Oregon Administrative Rules, shall be reported to TSPC.

The superintendent shall ensure appropriate periodic sexual harassment awareness training or information is provided to all supervisors, staff and students and that annually, the name and position of district officials responsible for accepting and managing sexual harassment complaints, business phone numbers, addresses or other necessary contact information is readily available. This policy as well as the complaint procedure will be made available to all students, parents of students and staff in student/parent and staff handbooks. The district's policy shall be posted in the grade 6 through 12 section of the school. Such posting shall be by a sign of at least 8 1/2" by 11".

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

END OF POLICY

Legal Reference(s):

ORS 243.706
ORS 332.107
ORS 342.700
ORS 342.704
ORS 342.708
ORS 342.850
ORS 342.865
ORS 659.850
ORS 659A.006
ORS 659A.029
ORS 659A.030
OAR 581-021-0038
OAR 584-020-0040
OAR 584-020-0041

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018).
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).
Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).

Alsea School District 7J

Code: GBN/JBA
Adopted:

Sexual Harassment
(Version 2)

The district is committed to eliminating sexual harassment. Sexual harassment will not be tolerated in the district. All students, staff members and other persons are entitled to learn and work in an environment that is free of harassment. All staff members, students and third parties are subject to this policy. Any person may report sexual harassment.

The district processes complaints or reports of sexual harassment under Oregon Revised Statute (ORS) 342.700 et. al. and federal Title IX laws found in Title 34 C.F.R. Part 106. Individual complaints may require both of these procedures, and may involve additional complaint procedures.

General Procedures

When information, a report or complaint regarding sexual harassment is received by the district, the district will review such information, report or complaint to determine which law applies and will follow the appropriate procedures. When the alleged conduct could meet both of the definitions in ORS Chapter 342 and Title IX, both complaint procedures should be processed simultaneously (*see* GBN/JBA-AR(1) - Sexual Harassment Complaint Procedure and GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure). The district may also need to use other complaint procedures when the alleged conduct could meet the definitions for other complaint procedures.

OREGON DEFINITION AND PROCEDURES

Oregon Definition

Sexual harassment of students, staff members or third parties[1] shall include:

1. A demand or request for sexual favors in exchange for benefits;

2. Unwelcome conduct of a sexual nature that is physical, verbal, or nonverbal and that:

   a. Interferes with a student's educational activity or program;
   b. Interferes with a school or district staff member's ability to perform their job; or
   c. Creates an intimidating, offensive or hostile environment.

3. Assault when sexual contact occurs without the student's, staff member's or third party's consent because the student, staff member of third party is under the influence of drugs or alcohol, is unconscious or is pressured through physical force, coercion or explicit or implied threats.

Sexual harassment does not include conduct that is necessary because of a job duty of a school or district staff member or because of a service required to be provided by a contractor, agent, or volunteer, if the

[1] "Third party" means a person who is not a student or a school or district staff member and who is: 1) on or immediately adjacent to school grounds or district property; 2) At a school-sponsored activity or program; or 3) Off school grounds or district property if a student or a school or district staff member acts toward the person in a manner that creates a hostile environment for the person while on school or district property, or at a school- or district-sponsored activity.

conduct is not the product of sexual intent or a person finding another person, or another person's action, offensive because of that other person's sexual orientation or gender identity.

Examples of sexual harassment may include, but not be limited to, physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials; sexual gestures or obscene jokes; touching oneself sexually or talking about one's sexual behaviors in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.

Oregon Procedures

Reports and complaints of sexual harassment should be made to the following individual(s):

Name	Position	Phone	Email
Eric Clendenin	Principal	541-487-4305	eric.clendenin@alsea.k12.or.us
Bart Rothenberger	Athletic Director	541-487-4305	bart.rothenberger@alsea.k12.or.us

These individuals are responsible for accepting and managing complaints of sexual harassment. Persons wishing to report should contact them using the above information. The athletic director is also designated as the Title IX Coordinator. *See* GBN/JBA-AR(1) - Sexual Harassment Complaint Procedure.

Response

Any staff member who becomes aware of behavior that may violate this policy shall immediately]report to a district official. The district official (with coordination involving the reporting staff member when appropriate) will take any action necessary to ensure the:

1. Student is protected and to promote a nonhostile learning environment;

2. Staff member is protected and to promote a nonhostile work environment; or

3. Third party who is subjected to the behavior is protected and to promote a nonhostile environment.

This includes providing resources for support measures to the student, staff member or third party who was subjected to the behavior and taking any actions necessary to remove potential future impact on the student, staff member or third party, but are not retaliatory against the student, staff member or third party being harassed or the person who reported to the district official.

Any student or staff member who feels they are a victim of sexual harassment are encouraged to immediately report their concerns to district officials, this includes officials such as the principal, compliance officer or superintendent. Students may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official.

Investigation

All reports and complaints about behavior that may violate this policy shall be investigated. The district may use, but is not limited to, the following means for investigating incidents of possible harassment:

1. Interviews with those involved;

2. Interviews with witnesses;

3. Review of video surveillance;

4. Review of written communications, including electronic communications;

5. Review of any physical evidence; and

6. Use of third-party investigator.

The district will use a reasonable person standard when determining whether a hostile environment exists. A hostile environment exists if a reasonable person with similar characteristics and under similar circumstances would consider the conduct to be so severe as to create a hostile environment.

The district may take, but is not limited to, the following procedures and remedial action to address and stop sexual harassment:

1. Discipline of staff and students engaging in sexual harassment;

2. Removal of third parties engaged in sexual harassment;

3. Additional supervision in activities;

4. Additional controls for district electronic systems;

5. Trainings and education for staff and students; and

6. Increased notifications regarding district procedures and resources.

When a student or staff member is harassed by a third party, the district will consider the following:

1. Removing that third party's ability to contract or volunteer with the district, or be present on district property;

2. If the third party works for an entity that contracts with the district, communicating with the third party's employer;

3. If the third party is a student of another district or school, communicate information related to the incident to the other district or school;

4. Limiting attendance at district events; and

5. Providing for additional supervision, including law enforcement if necessary, at district events.

No Retaliation

Retaliation against persons who initiate complaint or otherwise report sexual harassment or who participate in an investigation or other related activities is prohibited. The initiation of a complaint, reporting of behavior, or participation in an investigation, in good faith about behavior that may violate this policy may not adversely affect the:

1. Educational assignments or educational environment of a student or other person initiating the complaint, reporting the behavior, or participating in the investigation; or

2. Any terms or conditions of employment or of work or educational environment of a school or district staff member or other person initiating the complaint, reporting the behavior, or participating in the investigation.

Students who initiate a complaint or otherwise report harassment covered by the policy or who participate in an investigation may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered because of the report or investigation, unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

Notice

When a person[2] who may have been affected by this policy files a complaint or otherwise reports behavior that may violate the policy, the district shall provide written notification to the following:

1. Each reporting person;

2. If appropriate, any impacted person who is not a reporting person;

3. Each reported person; and

4. Where applicable, a parent or legal guardian of a reporting person, impacted person, or reported person.

The written notification must include[3]:

1. Name and contact information for all person designated by the district to receive complaints;

2. The rights of the person that the notification is going to;

3. Information about the internal complaint processes available through the school or district that the person who filed the complaint may pursue, including the person designated for the school or district for receiving complaints and any timelines.

4. Notice that civil and criminal remedies that are not provided by the school or district may be available to the person through the legal system and that those remedies may be subject to statutes of limitation;

5. Information about services available to the student or staff member through the school or district, including any counseling services, nursing services or peer advising;

6. Information about the privacy rights of the person and legally recognized exceptions to those rights for internal complaint processes and services available through the school or district;

7. Information about, and contact information for, services and resources that are available to the person, including but not limited to:

    a. For the reporting person, state and community-based resources for persons who have experienced sexual harassment; or
    b. For the reported persons, information about and contact information for state and community-based mental health services.

8. Notice that students who report about possible prohibited conduct and students who participate in an investigation under this policy may not be disciplined for violations of the district's drug and alcohol

[2] Student, staff member, or third party, or if applicable, the student or third party's parent. If the person is a minor, the district should consider when to contact the person's parent.

[3] Remember confidentiality laws when providing any information.

policies that occurred in connection with the reported prohibited conduct and that were discovered as a result of a prohibited conduct report or investigation unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct; and

9. Prohibition of retaliation.

Notification, to the extent allowable under state and federal student confidentiality laws, must be provided when the investigation is initiated and concluded. The notification at the conclusion must include whether a violation of the policy was found to have occurred.

The notice must:

1. Be written in plain language that is easy to understand;

2. Use print that is of a color, size and font that allows the notification to be easily read; and

3. Be made available to students, students' parents, staff members and member of the public at each office, at the district office and on the website of the school or district.

Oregon Department of Education (ODE) Support

The ODE will provide technical assistance and training upon request.

FEDERAL DEFINITION AND PROCEDURES

Federal Definition

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity[4];

3. "Sexual assault": an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;

4. "Dating violence": violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship;

5. "Domestic Violence": felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or

[4] "Education program or activity" includes locations, events, or circumstances over which the recipient exercised substantial control over both the respondent and the context in which the sexual harassment occurs." (Title 34 C.F.R. § 106.44(a))

youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction; or

6. "Stalking": engaging in a course of conduct directed at a specific person that would cause a reasonable person fear for the person's own safety or the safety of others, or suffer substantial emotional distress.

This definition only applies to sex discrimination occurring against a person who is a subject of this policy in the United States. A district's treatment of a complainant or a respondent in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under Title IX.

Federal Procedures

The district will adopt and publish grievance procedures that provide for the prompt and equitable resolution of the student and employee complaints alleging any action that would be prohibited by this policy. *See* GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure.

Reporting

Any person may report sexual harassment. This report may be made in person, by mail, by telephone, or by electronic mail, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. The report can be made at any time.

The athletic director is designated as the Title IX Coordinator and can be contacted at 541-487-4305. The Title IX Coordinator will coordinate the district's efforts to comply with its responsibilities related to this AR. The district prominently will display the contact information for the Title IX Coordinator on the district website and in each handbook.

Response

The district will promptly respond to information, allegations or reports of sexual harassment when there is actual knowledge of such harassment, even if a formal complaint has not been filed.[5] The district shall treat complainants and respondents equitably by providing supportive measures[6] to the complainant and by following a grievance procedure[7] prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

The Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes, with respect to supportive measures, inform the complainant

PROPOSED

[5] (Title 34 C.F.R. §106.44(a)) Response cannot be deliberately indifferent. A recipient is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

[6] (Title 34 C.F.R. § 106.44(a)) Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment.[6] The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures. (Title 34 C.F.R. § 99.30(a))

[7] This grievance procedure must meet the requirements of Title 34 C.F.R. § 106.45 (included in accompanying administrative regulation, *see* GBN/JBA-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure).

of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.[8]

If after an individualized safety and risk analysis, it is determined that there is an immediate threat to the physical health or safety of any person, an emergency removal of the respondent can take place.[9] The district must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. A non-student employee may also be placed on non-disciplinary administrative leave pending the grievance process.

Notice

The district shall provide notice to all applicants for admission and employment, students, parents or legal guardians, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the following:

1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator(s);

2. That the district does not discriminate on the basis of sex in the education program or activity that it operates, as required by Title IX. This includes admissions and employment; and

3. The grievance procedure and process, how to file a formal complaint of sex discrimination or sexual harassment, and how the district will respond.

Inquiries about the application to Title IX and its requirements may be referred to the Title IX Coordinator or the Assistant Secretary[10], or both.

No Retaliation

Neither the district or any person may retaliate[11] against an individual for reporting, testifying, providing evidence, being a complainant, otherwise participating or refusing to participate in any investigation or process in accordance with this procedure. The district must keep confidential the identity of parties and participating persons, except as disclosure is allowed under Family Educational Rights and Privacy Act (FERPA), as required by law, or to carry out the proceedings herein. Complaints of retaliation may be filed using these procedures.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding does not constitute retaliation.

Publication

This policy shall be made available to students, parents of students and staff members. This policy and contact information for the Title IX Coordinator shall be prominently published in the district student handbook and on the district website. This policy shall also be made available at each school office and at the district office. The district shall post this policy on a sign in all grade 6 through 12 schools, on a sign

PROPOSED

[8] The Title IX Coordinator may also discuss that the Title IX Coordinator has the ability to file a formal complaint.

[9] The district may still have obligations under Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 or the American with Disabilities Act (ADA). (Title 34 C.F.R. § 106.44(c))

[10] Of the United Stated Department of Education.

[11] Retaliation includes, but is not limited to, intimidation, threats, coercion, and discrimination.

that is at least 8.5 inches by 11 inches in size. A copy of the policy will be made available to any person upon request.

END OF POLICY

Legal Reference(s):

ORS 243.706
ORS 332.107
ORS 342.700
ORS 342.704
ORS 342.708
ORS 342.850
ORS 342.865
ORS 659.850
ORS 659A.006
ORS 659A.029
ORS 659A.030
OAR 581-021-0038
OAR 584-020-0040
OAR 584-020-0041

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018).
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).
Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).

PROPOSED

Alsea School District 7J

Code: GBN/JBA-AR(1)
Revised/Reviewed:

Sexual Harassment Complaint Procedure

Reports and complaints of sexual harassment should be made to the following individual(s):

Name	Position	Phone	Email
Eric Clendenin	Principal	541-487-4305	eric.clendenin@alsea.k12.or.us
Bart Rothenberger	Athletic Director	541-487-4305	bart.rothenberger@alsea.k12.or.us

The district official receiving the complaint shall issue the required written notice as outlined under Oregon Procedures in Board policy GBN/JBA - Sexual Harassment.

Step 1 The district official receiving the report or complaint shall promptly initiate an investigation using procedures and standards, including but not limited to, those identified in Board policy GBN/JBA - Sexual Harassment and will notify the complainant or reporting person, any impacted person who is not a reporting person (if appropriate), each reported person, and where applicable the parents of a reporting person, impacted person, or reported person, when such investigation is initiated. The official will arrange such meetings as may be necessary to discuss the issue with all concerned parties within five working days after receipt of the report or complaint. The parties will have an opportunity to submit evidence and a list of witnesses. All findings of the investigation shall be reduced to writing. The official conducting the investigation shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law within 30 days of receipt of the report or complaint.

A copy of the required written notice(s) and the date and details of notification of the notice of investigation and results of the investigation, together with any other documentation related to the sexual harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

Step 2 If a complainant is not satisfied with the decision at Step 1, the complainant may submit a written appeal to the superintendent or designee. Such appeal must be filed within 10 working days after receipt of the Step 1 decision. The superintendent or designee will arrange such meetings with the complainant and other affected parties as deemed necessary to discuss the appeal within 5 working days of receipt of the appeal. The superintendent or designee shall provide a written decision to the complainant within 10 working days.

Step 3 If a complainant is not satisfied with the decision at Step 2, the complainant may submit a written appeal to the Board. Such appeal must be filed within 10 working days after receipt of the Step 2 decision. The Board will review the decision of the superintendent or designee in a public meeting to determine what action is appropriate. The Board may use executive session if the subject matter qualifies under Oregon law. Appropriate action may include, but is not limited to, holding a hearing, requesting additional information, and adopting the

superintendent's or designee's decision. All parties involved, including the school administration, may be asked to attend a hearing for the purposes of making further explanations and clarifying the issues. The Board shall provide a written decision to the complainant within 30 working days following receipt of the appeal.

If the Board chooses not to hear the complaint, the superintendent's or designee's decision in Step 2 is final[1].

The superintendent is authorized to amend these procedures (including timelines) when the superintendent feels it is necessary for the efficient handling of the complaint. Notice of any amendments will be promptly provided to the parties.

Complaints against the principal may start at Step 2 and may be filed with the superintendent or designee. The superintendent or designee will cause the required notices to be provided. The superintendent or designee will investigate the complaint and will notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. If the complaint remains unresolved within 10 working days of receipt by the superintendent or designee, the complainant may appeal to the Board in Step 3.

Complaints against the superintendent or a Board member (other than the Board chair) may start at Step 3 and should be referred to the Board chair on behalf of the Board. The Board chair will cause required notices to be provided. The Board chair shall present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted. The Board chair shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

Complaints against the Board chair may start at Step 3 and should be referred to the Board vice chair on behalf of the Board. The Board vice chair will cause required notices to be provided. The Board vice chair shall present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted. The Board vice chair shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

Direct complaints related to employment may be filed with the U.S. Department of Labor, Equal Employment Opportunity Commission or Oregon Bureau of Labor and Industries.

Direct complaints related to educational programs and services may be made to the Regional Civil Rights Director, U.S. Department of Education, Office for Civil Rights, Region X, 915 2nd Ave., Room 3310, Seattle, WA 98174-1099.

[1] [If the Board chooses to accept the superintendent's decision as the district's final decision on the complaint, the superintendent's written decision must meet the requirements of OAR 581-022-2370(4)(b).]

Additional information regarding filing of a complaint or report may be obtained through the principal, compliance officer or superintendent.

All documentation related to sexual harassment complaints may become part of the student's education record or employee's personnel file, as appropriate. Additionally, a copy of all sexual harassment complaints or reports and documentation will be maintained as a confidential file and stored in the district office.

The superintendent shall report the name of any person holding a teaching license or registered with Teacher Standards and Practices Commission (TSPC) or participating in a practicum under Oregon Administrative Rule (OAR) Chapter 584, Division 17, when, after appropriate investigation, there is reasonable cause to believe the person may have committed an act of sexual harassment. Reports shall be made to TSPC within 30 days of such a finding. Reports of sexual contact with a student shall be given to a representative from law enforcement or Oregon Department of Human Services, as possible child abuse.

PROPOSED

Alsea School District]
301 S. 3rd St, Alsea, OR 97324
541-457-4305

P

SEXUAL HARASSMENT COMPLAINT FORM

Name of complainant: _____

R

Position of complainant: _____

Date of complaint: _____

Name of alleged harasser: _____

O

Date and place of incident or incidents: _____

_____

Description of misconduct: _____

P

_____

_____

Name of witnesses (if any): _____

O

_____

_____

Evidence of sexual harassment, i.e., letters, photos, etc. (attach evidence if possible): _____

S

_____

Any other information: _____

E

_____

_____

I agree that all the information on this form is accurate and true to the best of my knowledge.

D

Signature: _____ Date: _____

Alsea School District]
301 S. 3rd St, Alsea, OR 97324
541-457-4305

WITNESS DISCLOSURE FORM

Name of Witness: _____

Position of Witness: _____

Date of Testimony/Interview: _____

Description of Instance Witnessed: _____

_____

_____

_____

_____

Any Other Information: _____

_____

_____

_____

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: _____ Date: _____

PROPOSED

Alsea School District 7J

Code: GBN/JBA-AR(2)
Adopted:

Federal Law (Title IX) Sexual Harassment Complaint Procedure

Additional Definitions

"Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the district's Title IX Coordinator or any official of the district who has authority to institute corrective measures on behalf of the district, or to any employee of an elementary or secondary school.[1]

"Complainant" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

"Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent[2] and requesting that the district investigate the allegation of sexual harassment.[3]

"Supportive measures" means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment.[4] The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures.

Formal Complaint Procedures

Upon receipt of a formal complaint, the district will provide the parties[5] written notice of the following:

1. Notice of the district's grievance process, including any informal resolution process.

[1] This standard is not met when the only official with knowledge is the respondent.

[2] "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

[3] A complainant must be participating in or attempting to participate in the education program or activity of the district with which the formal complaint is filed.

[4] Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

[5] Parties include the complainant and the respondent, if known.

2. Notice of the allegations of sexual harassment potentially constituting sexual harassment, including sufficient details[6] known at the time and with sufficient time to prepare a response before any initial interview.

3. That the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility be made at the conclusion of the grievance process.

4. That the parties may have an advisor of their choice, who may be, but is not required to be, an attorney.

5. The parties may inspect and review evidence.

6. A reference to any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

The Title IX Coordinator will contact the complainant and the respondent to discuss supportive measures. If necessary, the Title IX Coordinator will arrange for an individualized safety and risk analysis. If necessary, a student or non-student employee may be removed or placed on leave.

Investigation

The Title IX Coordinator will coordinate the district's investigation. The investigation must:

1. Include objective evaluation of all relevant evidence, including inculpatory and exculpatory evidence.

2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties.[7]

3. Provide an equal opportunity for the parties to present witnesses, and other inculpatory and exculpatory evidence.

4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice.[8] The district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties.

PROPOSED

[6] Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known.

[7] The district cannot access, consider, disclose, or otherwise use a party's records that are made of maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's capacity, and which are maintained in connection with the provision of treatment to the party, unless the district obtains the party's (or eligible student's parent's) voluntary, written consent to do so.

[8] In addition to an advisor, complainants and respondents may also be entitled to other accompaniment as required by law or as necessary for conducting of grievance procedures, including but not limited to translators, services for students with disabilities and parents of minor students.

6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate.

7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint.[9] Prior to completion of the investigative report, the district must send to each party and party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report;

8. Create an investigative report that fairly summarizes relevant evidence and is sent to each party and party's advisor in electronic format or hard copy at least 10 days prior to any hearing (if required or provided) or other time of determination of responsibility. The party and advisor will be allowed to review and provide a written response.

After the district has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision maker(s) must afford each party the opportunity to submit written, relevant questions[10] that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

Credibility determinations are not based on the person's status as a complainant, respondent or witness.

No person designated as a Title IX Coordinator, investigator, decision-maker, or any person designated by the district to facilitate an informal resolution process may have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the notice previously provided, the district must provide notice of the additional allegations to the parties whose identities are known.

At no point in the process will the district, or anyone participating on behalf of the district, require, allow, rely upon, or otherwise use questions or evidence that constitutes, or seeks disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

Determination of Responsibility

The respondent must be deemed to be not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

PROPOSED

[9] This includes the evidence upon which the district does not intent to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to the investigation. The district must make all such evidence subject to the parties' inspection and review available at any hearing to give each party equal opportunity to refer to such evidence during the hearing, including for purposes of cross-examination.

[10] Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the question and evidence concern specific incidents of the complainants prior sexual behavior with respect to the respondent and are offered to prove consent.

The standard to be used for formal complaints in determining whether a violation has occurred is the clear and convincing evidence[11] standard.

The person deciding the question of responsibility (the "decision-maker") must be someone other than the Title IX Coordinator or the investigator(s). The decision-maker must issue a written determination which must include:

1. Identification of the allegations potentially constituting sexual harassment;

2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather evidence, and hearings held;

3. Findings of fact supporting the determination;

4. Conclusions regarding the application of the district's code of conduct to the facts;

5. A statement of, and rationale for, the result as to each allegation, including:

    a. A determination regarding responsibility;
    b. Any disciplinary sanctions the district imposes on the respondent; and
    c. Whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and

6. The district's procedures and permissible bases for the complainant and respondent to appeal.

The district must provide the written determination to the parties simultaneously.

The determination regarding responsibility becomes final either on the date that the recipient provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

Remedies

The Title IX Coordinator is responsible for effective implementation of any remedies.

The disciplinary sanctions[12] may include:

1. Discipline up to and including suspension and expulsion;

2. Removal from various activities, committees, extra-curricular, positions, etc.

3. Disqualification for awards and honors;

PROPOSED

[11] A clear and convincing evidence standard of evidence is understood to mean concluding that a fact is highly probable to be true. U.S. Department of Education, Title IX Regulations commentary, p. 1268, FN 1409.

[12] Districts should review any other disciplinary procedures and requirements prior to imposing any discipline, and should contact legal counsel with questions.

4. Discipline up to and including termination, in accordance with laws, agreements, contracts, handbooks, etc.[13]

Other remedies may include:

Educational programming.

Dismissal of a Formal Complaint

The district must dismiss a formal complaint with regard to Title IX sexual harassment if the alleged conduct:

1. Would not constitute sexual harassment, even if proved;

1. Did not occur in the district's education program or activity[14]; or

2. Did not occur against a person in the United States.

The district may dismiss a formal complaint with regard to Title IX sexual harassment if at any time during the investigation or hearing, if provided:

1. A complainant notifies the Title IX Coordinator in writing that the complaint would like to withdraw the formal complaint or any allegations therein;

2. The respondent is no longer enrolled or employed by the district; or

3. Specific circumstances prevent the recipient from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon dismissal of a formal complaint, the district must promptly send written notice of the dismissal and the reason(s) therefor simultaneously to the parties.

The dismissal of a formal complaint under Title IX does not preclude the district from continuing any investigation and taking action under a different process. The district may have an obligation to continue an investigation and process under a different process.

Consolidation of Complaints

The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by one or more complainant against one or more respondents, or by one party against another party, where the allegations of sexual harassment arise out of the same facts or circumstances.

Informal Resolution

If the district receives a formal complaint, at any time prior to reaching a determination regarding responsibility, the district may offer an optional informal resolution process, provided that the district:

PROPOSED

[13] It is important to keep supportive measures separate from disciplinary sanctions. Supportive measures must be "non-disciplinary" and "non-punitive."

[14] Includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs[, and also includes any building owned or controlled by a student organization that is officially recognized by a postsecondary institution]. (Title 34 C.F.R. §106.44(a))

1. Provides written notice to the parties disclosing:

   a. The allegations;
   b. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing toa resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
   c. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

2. Obtains the parties' voluntary written consent to the informal resolution process; and

3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

Appeals

Either party may file an appeal from a determination regarding responsibility or from a dismissal of a formal complaint, within 15 days of the decision, on the following bases:

1. Procedural irregularity that affected the outcome of the matter;

2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or

3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

When an appeal is filed, the district must:

1. Notify the other party in writing;

2. Implement appeal procedures equally for both parties;

3. Ensure the decision-makers(s) for the appeal is not the same person as the decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

4. Ensure the decision-maker for the appeal is free from conflicts of interest and bias;

5. Give both parties a reasonable equal opportunity to submit a written statement in support of, or challenging the outcome;

6. Issue a written decision describing the result of the appeal and the rationale for the result; and

7. Provide the written decision simultaneously to both parties.

Timelines

The district will complete the following portions of the grievance process within the specified timelines:

1. General grievance process (from receipt of formal complaint to determination of responsibility: 90 days;

2. Appeals (from receipt of appeal): 60 days;

3. Informal resolution process: 60 days.

Temporary delays of the grievance process, or limited extensions of time will be allowed for good cause[15] with written notice to the parties.

Records

Records will be created and maintained in accordance with the requirements in Title 34 C.F.R. §106.45(a)(10).[16]

Training

Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process must receive training on the definition of sexual harassment, the scope of the district's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and information resolution processes. The training must also include avoiding prejudgment of the facts at issue, conflicts of interest and bias.

Decision-makers must receive training on any technology to be used at a live hearing and on issues of relevance of questions and evident, including when questions about evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant.

Investigators must receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

Materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, must not rely on sex stereotypes, must promote impartial investigations and adjudications of formal complaints of sexual harassment and must be made publicly available on the district's website.

PROPOSED

[15] Good cause may include considerations such as the absence of a party, a party's advisor or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. (Title 34 C.F.R. § 106.45(b)(1)(v))

[16] This includes creating a record for each investigation. This record must include:

- Supportive measures, or reasons why the response was not clearly unreasonable under the circumstances;
- Basis for the conclusion that the district's response was not deliberatively indifferent; and
- What measures were taken to restore or preserve equal access to the district's educational program or activity. (Title 34 C.F.R. § 106.45(a)(10)(ii))

Most records (including training) must be retained for at least seven years.

Alsea School District 7J

Code: **GBN/JBA-AR**
Revised/Reviewed: 5/11/16
Orig. Code(s): GBN/JBA-AR

Sexual Harassment Complaint Procedure

(see the new processes)
The superintendent has responsibility for investigations concerning sexual harassment. The investigator(s) shall be a neutral party having had no involvement in the complaint presented.

Step 1 Any sexual harassment information (complaints, rumors, etc.) shall be presented to the superintendent. All such information shall be reduced to writing and will include the specific nature of the sexual harassment and corresponding dates.

Step 2 The district official receiving the information or complaint shall promptly initiate an investigation. He/She will arrange such meetings as may be necessary to discuss the issue with all concerned parties within five working days after receipt of the information or complaint. All findings of the investigation, including the response of the alleged harasser, shall be reduced to writing. The district official(s) conducting the investigation shall notify the complainant in writing when the investigation is concluded. The parties will have an opportunity to submit evidence and a list of witnesses.

A copy of the notification letter, together with any other documentation related to the sexual harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

Step 3 If a complainant is not satisfied with the decision at Step 2, he/she may submit a written appeal to the Board. Such appeal must be filed within 10 working days after receipt of the Step 3 decision. The Board shall, within 20 working days, conduct a hearing at which time the complainant shall be given an opportunity to present the appeal. The Board shall provide a written decision to the complainant within 10 working days following completion of the hearing.

Direct complaints related to employment may be filed with the U.S. Department of Labor, Equal Employment Opportunity Commission or Oregon Bureau of Labor and Industries. Direct complaints related to educational programs and services may be made to the Regional Civil Rights Director, U.S. Department of Education, Office for Civil Rights, Region X, 915 2nd Ave., Room 3310, Seattle, WA 98174-1099. Additional information regarding filing of a complaint may be obtained through the principal, compliance officer or superintendent.

All documentation related to sexual harassment complaints may become part of the student's education record or employee's personnel file, as appropriate. Additionally, a copy of all sexual harassment complaints and documentation will be maintained as a confidential file and stored in the district office.

The superintendent shall report the name of any person holding a teaching license or registered with Teacher Standards and Practices Commission (TSPC) or participating in a practicum under OAR Chapter 584, Division 17, when, after appropriate investigation, there is reasonable cause to believe the person may

have committed an act of sexual harassment. Reports shall be made to TSPC within 30 days of such a finding. Reports of sexual contact with a student shall be given to a representative from law enforcement or Oregon Department of Human Services, as possible child abuse. In the event the superintendent is the subject of the investigation, reports, when required, shall be made by the Board chair.

DELETE

SEXUAL HARASSMENT COMPLAINT FORM

Name of complainant: _____

Position of complainant: _____

Date of complaint: _____

Name of alleged harasser: _____

Date and place of incident or incidents: _____

_____

Description of misconduct: _____

_____

_____

_____

Name of witnesses (if any): _____

_____

_____

Evidence of sexual harassment, i.e., letters, photos, etc. (attach evidence if possible): _____

_____

Any other information: _____

_____

_____

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: _____ Date: _____

WITNESS DISCLOSURE FORM

Name of Witness: _____

Position of Witness: _____

Date of Testimony/Interview: _____

Description of Instance Witnessed: _____

_____

_____

_____

_____

Any Other Information: _____

_____

_____

_____

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: _____ Date: _____

DELETE

Alsea School District 7J

Code: **GBNA**
Adopted: 5/13/21
Orig. Code(s): GBNA

Hazing/Harassment/Intimidation/Bullying/Cyberbullying/Menacing – Staff

The Board is committed to providing a positive and productive learning and working environment.

Hazing, harassment~~Harassment~~, intimidation, bullying~~bulling~~, menacing, and acts of cyberbullying of staff~~, students~~ or third parties by ~~students,~~ staff, students, or third parties is strictly prohibited and shall not be tolerated in the district.

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

Staff whose behavior is found to be in violation of this policy will be subject to consequences and appropriate remedial action which may include discipline, up to and including dismissal. Third parties whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the superintendent or the Board. Students whose behavior is found to be in violation of this policy will be subject to consequences and appropriate remedial action which may include discipline, up to and including expulsion.

Individuals may also be referred to law enforcement officials. Licensed staff may be reported to Teacher Standards and Practices Commission~~,~~ if required by Oregon Administrative Rule (OAR) 584-020-0041.

The superintendent is directed to develop administrative regulations to implement this policy. Regulations shall include descriptions of prohibited conduct, reporting and investigative procedures, and provisions to ensure notice of this policy is provided to students, staff, and third parties.

END OF POLICY

Legal Reference(s):

ORS 163.190
ORS 163.197
ORS 166.065
ORS 166.155 - 166.165
ORS 174.100
ORS 332.072
ORS 332.107
ORS 339.250
ORS 659A.006
ORS 659A.029
ORS 659A.030
ORS 659A.103 - 659A.143
ORS 659A.199 - 659A.224
OAR 839-003-0000
OAR 839-005-0021
OAR 839-005-0030

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2012).
Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et. Seq. (2012).
Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621-634 (2012); 29 C.F.R. Part 1626 (2018)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2012); 29 C.F.R. Part 1630 (2018); 28 C.F.R. Part 35 (2018).
Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2012).
Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).
OREGON BUREAU OF LABOR AND INDUSTRIES, *Workplace Bullying* (visited Feb. 26, 2019), <https://www.oregon.gov/boli/docs/WorkplaceBullyingPoster-2018.pdf>.

Alsea School District 7J

Code: **GBNA-AR**
Revised/Reviewed: 5/13/21
Orig. Code(s): GBNA-AR

Hazing/Harassment/Intimidation/Bullying/Menacing/ Cyberbullying Reporting Procedures – Staff

The following definitions and procedures shall be used for reporting, investigating, and resolving reports of hazing, harassment, intimidation, bullying, menacing, and ~~acts of~~ cyberbullying of staff or third parties.

Definitions

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

2. "District" includes district facilities, district premises, and nondistrict property if the employee is at any district-sponsored, district-approved, or district-related activity or function, such as field trips, athletic events or where the employee is engaged in district business.

3. "Hazing" includes, but is not limited to, any act that recklessly or intentionally endangers the mental health, physical health or safety of a ~~student/~~staff member for the purpose of initiation or as a condition or precondition of attaining membership in, or affiliation with, any district-sponsored work activity, work group or work assignment, or other such activities intended to degrade or humiliate regardless of the person's willingness to participate.

4. "Harassment" is unwelcome conduct that is based on race, color, religion, sex (including pregnancy), sexual orientation, gender identity[1], national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful when 1) enduring the offensive conduct becomes a condition of continued employment, or 2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

5. "Intimidation" includes, but is not limited to, any threat or act intended to tamper, substantially damage or interfere with another's property, cause substantial inconvenience, subject another to offensive physical contact or inflict serious physical injury on the perception~~basis~~ of the other's race, color, religion, national origin, disability, ~~or~~ sexual orientation or gender identity.

6. "Bullying" is a pattern of repeated mistreatment that harms, intimidates, undermines, offends, degrades, or humiliates an employee.

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[1] ~~"Sexual orientation" means an individual's actual or perceived heterosexuality, homosexuality, bisexuality or gender identity, regardless of whether the individual's gender identity, appearance, expression or behavior differs from that traditionally associated with the individual's sex at birth.~~

7. "Cyberbullying" means the use of any electronic device to harass, intimidate or menace. In addition, any communication of this form which substantially disrupts or prevents a safe and positive working environment may also be considered cyberbullying, ~~H~~harassment, intimidat~~e~~ation, or bullying. Staff will refrain from using personal electronic devices or district equipment to harass or stalk another person or people.

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

Reporting Procedures

The superintendent will have responsibility for investigations concerning reports of hazing, harassment, intimidation, bullying, menacing, or cyberbullying ~~or menacing~~ of staff or third parties. The investigator(s) shall be a neutral party having had no involvement in the report presented.

Any employee or third party who has knowledge of conduct in violation of Board policy JFCF - Hazing, ~~–~~ Harassment, ~~/~~ Intimidation, ~~/~~Bullying, Menacing, ~~/~~Cyberbullying, Teen Dating Violence, or Domestic Violence – Student shall immediately report concerns to the designated district official.

Any employee or third party who has knowledge of conduct in violation of Board policy GBNA – Hazing, Harassment, Intimidation, Bullying, Menacing, or Cyberbullying – Staff and this administrative regulation or feels they have been hazed, harassed, intimidated, bullied, cyberbullied, or menaced in violation of Board policy or this administrative regulation is encouraged to immediately report ~~his/her~~ concerns to the designated district official.

All reports and information will be promptly investigated in accordance with the following procedures:

Step 1 Any reports or information on acts of hazing, harassment, intimidation, bullying, menacing, or ~~acts of~~ cyberbullying (e.g., complaints, rumors) shall be presented to the superintendent. Reports against the principal shall be filed with the superintendent. Information may be presented anonymously. Reports against the superintendent shall be filed with the Board chair. All such information will be reduced to writing and will include the specific nature of the offense and corresponding dates.

Step 2 The district official receiving the report shall promptly investigate. Parents will be notified of the nature of any report involving their student. The district official will arrange such meetings as may be necessary with all concerned parties within five working days after receipt of the information or report. The parties will have an opportunity to submit evidence and a list of witnesses. All findings related to the report will be reduced to writing. The district official(s) conducting the investigation shall notify the ~~the~~ person making the report within 10 working days of receipt of the information or report, and parents as appropriate, in writing, when the investigation is concluded and a decision regarding disciplinary action, as warranted, is determined.

A copy of the notification letter or the date and details of notification to the person making the report, together with any other documentation related to the incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

Step 3 If the person making the report is not satisfied with the decision at Step 2, they may submit a written appeal to the superintendent or designee. Such appeal must be filed within 10 working days after receipt of the Step 2 decision. The superintendent or designee will arrange such meetings with the person making the report and other affected parties as deemed necessary to discuss the appeal. The superintendent or designee shall provide a written decision to the ~~person making the report's~~ appeal within 10 working days.

Step 4 If the person making the report is not satisfied with the decision at Step 3, a written appeal may be filed with the Board. Such appeal must be filed within 10 working days after receipt of the Step 3 decision. The Board shall, within 20 working days, conduct a hearing at which time the person making the report shall be given an opportunity to present the information or report. The Board shall provide a written decision to the person making the report within 10 working days following completion of the hearing.

Reports against the superintendent should be referred to the Board chair on behalf of the Board. The Board chair shall present the report to the Board. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted.

Reports against the Board as a whole or against an individual Board member should be made to the Board chair on behalf of the Board. The Board chair shall present the report to the Board. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted.

Reports against the Board chair may be made directly to the ~~vice~~ Board vice chair on behalf of the Board. The Board vice chair shall present the report to the Board. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted.

Timelines may be extended upon written agreement between both parties. This also applies to reports filed against the superintendent or any Board member.

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

Documentation related to the incident may be maintained as a part of the employee's personnel file. Additionally, a copy of all reported acts of hazing, harassment, intimidation, bullying, menacing, or ~~acts of~~

cyberbullying ~~or menacing reports~~ and documentation will be maintained as a confidential file in the district office.

Alsea School District 7J

Code: GBNAA/JHFF
Adopted:

Suspected Sexual Conduct with Students and Reporting Requirements *

Sexual conduct by district employees, contractors[1], agents[2], and volunteers[3] is prohibited and will not be tolerated. All district employees, contractors, agents, and volunteers are subject to this policy. Students are also subject to this policy if they are acting as an employee, contractor, agent or volunteer.

[4]"Sexual conduct," means verbal or physical conduct or verbal, written or electronic communications by a school employee, a contractor, an agent or a volunteer that involve a student and that are sexual advances or requests for sexual favors directed toward the student, or of a sexual nature that are directed toward the student or that have the effect of unreasonably interfering with a student's educational performance, or of creating an intimidating or hostile educational environment. "Sexual conduct" does not include touching or other physical contact that is necessitated by the nature of the school employee's job duties or by the services required to be provided by the contractor, agent or volunteer, and for which there is no sexual intent; verbal, written or electronic communications that are provided as part of an education program that meets state educational standards or a policy approved by the Board; or conduct or communications described in the definition of sexual conduct herein if the school employee, contractor, agent or volunteer is also a student and the conduct or communications arise out of a consensual relationship between students, do not create an intimidating or hostile educational environment and are not prohibited by law, any policies of the district or any applicable employment agreements.

"Student" means any person who is in any grade from prekindergarten through grade 12 or 21 years of age or younger and receiving educational or related services from the district that is not a post-secondary institution of education, or who was previously known as a student by the person engaging in sexual conduct and who left school or graduated from high school within 90 days prior to the sexual conduct.

The district will post in each school building the names and contact information of the employees designated for the respective school buildings to receive reports of suspected sexual conduct and the procedures the designee will follow upon receipt of the report.

Any district employee, contractor, agent or volunteer who has reasonable cause to believe that a student has been subjected to sexual conduct by another district employee, contractor, agent or volunteer, or that another district employee, contractor, agent or volunteer has engaged in sexual conduct with a student

[1] "Contractor" means a person providing services to the district under a contract in a manner that requires the person to have direct, unsupervised contact with students.

[2] "Agent" means a person acting as an agent for the district in a manner that requires the person to have direct, unsupervised contact with students.

[3] "Volunteer" means a person acting as a volunteer for the district in a manner that requires the person to have direct, unsupervised contact with students.

[4] This definition of "sexual conduct" affects all conduct that occurs before, on or after June 23, 2021, for purposes of reports that are made, investigations that are initiated, or a collective bargaining agreement, an employment contract, an agreement for resignation or termination, a severance agreement or any similar contract or agreement entered into, on or after June 23, 2021.

shall immediately report such suspected sexual conduct to the designated licensed administrator or the alternate designated licensed administrator, in the event the designated administrator is the suspected perpetrator, for their school building. If the conduct also constitutes child abuse, the employee must make mandatory reports in accordance with Board policy GBNAB/JHFE – Suspected Abuse of a Child Reporting Requirements.

If the superintendent is the alleged perpetrator the report shall be submitted to the building principal who shall report the suspected sexual conduct to the Board chair.

If an employee fails to report suspected sexual conduct or fails to maintain confidentiality of records, the employee will be disciplined up to and including dismissal.

When a designated licensed administrator receives a report of suspected sexual conduct by a district employee, contractor, agent or volunteer, the administrator will follow procedures established by the district and set forth in the district's administrative regulation GBNAA/JHFF-AR - Suspected Sexual Conduct Report Procedures and Form. All such reports will be reported to the Oregon Department of Education (ODE) or Teacher Standards and Practices Commission (TSPC) in accordance with such administrative regulation. The agency receiving a report will complete an investigation regardless of any changes in the relationship or duties of the person who is the alleged perpetrator.

When there is reasonable cause to support the report, a district employee suspected of sexual conduct shall be placed on paid administrative leave pending an investigation and the district will take necessary actions to ensure the student's safety.

When there is reasonable cause to support the report, a district contractor, agent or volunteer suspected of sexual conduct shall be removed from providing services to the district and the district will take necessary actions to ensure the student's safety.

The district will notify, as allowed by state and federal law, the person who was subjected to the suspected sexual conduct about any actions taken by the district as a result of the report.

A district employee, contractor or agent will not assist another district employee, contractor or agent in obtaining a new job if the individual knows, or has reasonable cause to believe the district employee, contractor or agent engaged in sexual conduct. Nothing in this policy prevents the district from disclosing information required by law or providing the routine transmission of administrative and personnel files pursuant to law.

The initiation of a report in good faith about suspected sexual conduct may not adversely affect any terms or conditions of employment or the work environment of the person who initiated the report or who may have been subject to sexual conduct. If a student initiates a report of suspected sexual conduct by a district employee, contractor, agent or volunteer in good faith, the student will not be disciplined by the district or any district employee, contractor, agent or volunteer.

The district will provide to employees at the time of hire, or to a contractor, agent or volunteer at the time of beginning service for the district, the following:

1. A description of conduct that may constitute sexual conduct;

2. A description of the investigatory process and possible consequences if a report of suspected sexual conduct is substantiated; and

3. A description of the prohibitions imposed on district employees, contractors and agents when they attempt to obtain a new job, pursuant to ORS 339.378(2).

All district employees are subject to Board policy GCAB - Personal Electronic Devices and Social Media - Staff regarding appropriate electronic communications with students.

Any electronic communications with students by a contractor, agent or volunteer for the district will be appropriate and only when directed by district administration. When communicating with students electronically regarding school-related matters, contractors, agents or volunteers shall use district e-mail using mailing lists and/or other internet messaging approved by the district to a group of students rather than individual students or as directed by district administration. Texting or electronically communicating with a student through contact information gained as a contractor, agent or volunteer for the district is strongly discouraged.

The superintendent shall develop administrative regulations to implement this policy and to comply with state law.

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 339.370 - 339.400 ORS 419B.005 - 419B.045

Every Student Succeeds Act, 20 U.S.C. § 7926 (2018).
House Bill 2136 (2021).
Senate Bill 51 (2021).

PROPOSED

Alsea School District 7J

Code: GBNAA/JHFF-AR
Revised/Reviewed:

Suspected Sexual Conduct Report Procedures and Forms *

The district posts in each school building the names and contact information of the district employees designated for the respective school building to receive reports of suspected sexual conduct and the procedures the designee(s) will follow upon receipt of the report.

When a designated licensed administrator[1] receives a report of suspected sexual conduct that may have been committed by a commission licensee[2], the designee shall notify Teacher Standards and Practices Commission (TSPC). The designee shall notify the Oregon Department of Education (ODE) if the administrator receives a report of suspected sexual conduct that may have been committed by a school employee, contractor, agent or volunteer that is not a commission licensee.

If the superintendent is the alleged perpetrator the report shall be submitted to the building principal who shall refer the report to the Board chair.

The district will investigate all reports of suspected sexual conduct, unless otherwise requested by TSPC or ODE as appropriate.

When the designee receives a report of suspected sexual conduct by a district employee, and there is reasonable cause to support the report, the district shall place the district employee on paid administrative leave[3] and take necessary actions to ensure the student's safety. The employee shall remain on leave until TSPC[4] or ODE[5] determines that the report is substantiated and the district takes appropriate employment action against the employee, or cannot be substantiated or is not a report of sexual conduct and the district determines either: 1) an employment policy was violated and the district will take appropriate employment action against the employee; or 2) an employment policy has not been violated and an employment action against the employee is not required.

When the designee receives a report of suspected sexual conduct by a contractor, an agent or a volunteer, the district may prohibit the contractor, agent or volunteer from providing services to the district. If the district determines there is reasonable cause to support a report of suspected sexual conduct, the district shall prohibit the contractor, agent or volunteer from providing services. The district may reinstate the

[1] A "licensed administrator" is a person employed as an administrator by the district and holds an administrative license issued by TSPC or may be a person employed by the district that does not hold an administrative license issued by TSPC if the district does not require the administrator to be licensed by TSPC.

[2] "Commission licensee," as is defined in ORS 342.120 (as amended by HB 2136 (2021)), means a person whom the TSPC has authority to investigate or discipline because the person is enrolled in an approved educator preparation program, is an applicant for a TSPC license or registration, holds a license or registration issued by TSPC, or has held a license or registration issued by the TSPC at any time during the previous five years.

[3] The district employee cannot be required to use any accrued leave during the imposed paid administrative leave.

[4] TSPC investigates reports on commission licensees.

[5] ODE investigates reports on persons who are not commission licensees.

contractor, agent or volunteer, and such reinstatement may not occur until such time as a report of suspected sexual conduct has been investigated and a determination has been made by TSPC or ODE, as appropriate, that the report is unsubstantiated.

Upon request from ODE or TSPC the district will provide requested documents or materials to the extent allowed by state and federal law.

The name, address and other identifying information about the employee who made the report are confidential and are not accessible for public inspection.

An "investigation" means a detailed inquiry into the factual allegations of a report of suspected sexual conduct that is based on interviews with the person who initiated the report, the person who may have been subjected to sexual conduct, witnesses and the person who is the subject of the report, and results in a finding that the report is a substantiated report, cannot be substantiated, or is not a report of sexual conduct. If the subject of the report is a district employee represented by a contract or a collective bargaining agreement, the investigation must meet any negotiated standards of such employment contract or agreement.

Nothing prevents the district from conducting its own investigation, unless another agency requests to lead the investigation or requests the district to suspend their investigation, or taking an employment action based on information available to the district before an investigation conducted by another agency is completed. The district will cooperate with agencies assigned to conduct such investigations.

A "substantiated report" means a report of sexual conduct that TSPC or ODE determines is founded.

If, following the investigation, the district decides to take an employment action, the district will inform the district employee of the employment action to be taken and provide information about the appropriate appeal process. The employee may appeal the employment action taken through the appeal process provided by the applicable collective bargaining agreement. The employee not covered by a collective bargaining agreement may appeal the employment action taken through an appeal process administered by a neutral third party.

If the district is notified that the employee decided not to appeal the employment action or if the determination of an appeal sustained the employment action, the district shall create a record of the findings of the substantiated report and the employment action taken by the district will be placed in the records on the school employee maintained by the district. Such records created are confidential and not public records as defined in Oregon Revised Statute (ORS) 192.311, however the district may use the record as a basis for providing information required to be disclosed about a district employee under ORS 339.378(1). The district will notify the employee that information about substantiated reports may be disclosed to a potential employer.

Training

The district shall provide information and training each school year to district employees on the following:

1. Prevention and identification of sexual conduct;

2. Obligations of district employees under ORS 339.388 and 419B.005 - 419B.050 and under adopted board policies to report suspected sexual conduct; and

3. Appropriate electronic communications with students.

The district shall make available each school year the training described above to contractors, agents, volunteers and to parents and legal guardians of students attending district-operated schools, and will be made available separately from the training provided to district employees.

The district shall provide to contractors, agents and volunteers each school year information on the following:

1. Prevention and identification of sexual conduct;

2. Obligations of district employees under adopted board policies to report suspected sexual conduct; and

3. Appropriate electronic communications with students.

The district shall make available each school year training that is designed to prevent sexual conduct to students attending district-operated schools.

PROPOSED

Alsea School District

SUSPECTED SEXUAL CONDUCT REPORT FORM

Name of person making report: _____

Position of person making report: _____

Name of person suspected of sexual conduct: _____

Date and place of incident or incidents: _____

_____

Description of suspected sexual conduct: _____

_____

_____

Name of witnesses (if any): _____

_____

_____

Evidence of suspected sexual conduct, e.g., letters, photos, etc. (attach evidence if possible): _____

_____

Any other information: _____

_____

_____

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: _____ Date: _____

PROPOSED

Alsea School District

WITNESS DISCLOSURE FORM

Name of witness: _____

Position of witness: _____

Date of testimony/interview: _____

Description of instance witnessed: _____

_____

_____

_____

_____

Any other information: _____

_____

_____

_____

_____

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: _____ Date: _____

PROPOSED

Alsea School District 7J

Code: GBNAB/JHFE
Adopted:

Suspected Abuse of a Child Reporting Requirements**

Any district employee who has reasonable cause to believe that **any child** with whom the employee has come in contact has suffered abuse[1] shall orally report or cause an oral report immediately by telephone or otherwise to the local office of the Oregon Department of Human Services (DHS) or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to Oregon Revised Statute (ORS) 419B.010. Any district employee who has reasonable cause to believe that **any person**[2] with whom the employee is in contact has abused a child shall immediately report or cause a report to be made in the same manner to DHS or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419B.010. If known, the report shall contain the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the abuse and the identity of a possible perpetrator.

Abuse of a child by district employees, contractors[3], agents[4], volunteers[5], or students is prohibited and will not be tolerated. All district employees, contractors, agents, volunteers and students are subject to this policy and the accompanying administrative regulation.

Any district employee who has reasonable cause to believe that another district employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another district employee, contractor, agent, volunteer or student shall immediately report such to the Oregon Department of Human Services (DHS) or its designee or the local law enforcement agency pursuant to ORS 419B.015, and to the designated licensed administrator.

PROPOSED

[1] Includes the neglect of a child; abuse is defined in ORS 419B.005.

[2] "Person" could include adult, student or other child.

[3] "Contractor" means a person providing services to the district under a contract in a manner that requires the person to have direct, unsupervised contact with students.

[4] "Agent" means a person acting as an agent for the district in a manner that requires the person to have direct, unsupervised contact with students.

[5] "Volunteer" means a person acting as a volunteer for the district in a manner that requires the person to have direct, unsupervised contact with students.

The district will designate a licensed administrator and an alternate licensed administrator, in the event that the designated licensed administrator is the suspected abuser, for each school building to receive reports of suspected abuse of a child by district employees, contractors, agents, volunteers or students.

If the superintendent is the alleged perpetrator the report shall be submitted to the building principal who shall also report to the Board chair.

The district will post the names and contact information of the designees for each school building, in the respective school, designated to receive reports of suspected abuse and the procedures in GBNAB/JHFE-AR(1) - Reporting of Suspected Abuse of a Child the designee will follow upon receipt of a report, the contact information for local law enforcement and the local DHS office or its designee, and a statement that this duty to report suspected abuse is in addition to the requirements of reporting to a designated licensed administrator.

When a designee receives a report of suspected abuse, the designee will follow procedure established by the district and set forth in administrative regulation GBNAB/JHFE-AR(1) - Reporting of Suspected Abuse of a Child. All such reports of suspected abuse will be reported to a law enforcement agency or DHS, or its designee, for investigation, and the agency will complete an investigation regardless of any changes in the relationship or duties of the person who is the alleged abuser.

When there is reasonable cause to support a report, a district employee suspected of abuse shall be placed on paid administrative leave pending an investigation and the district will take necessary actions to ensure the student's safety. When there is reasonable cause to support a report, a district contractor, agent or volunteer suspected of abuse shall be removed from providing services to the district and the district will take necessary actions to ensure the student's safety.

The district will notify the person, as allowed by state and federal law, who was subjected to the suspected abuse about any actions taken by the district as a result of the report.

A substantiated report of abuse by an employee shall be documented in the employee's personnel file. A substantiated report of abuse by a student shall be documented in the student's education record.

The initiation of a report in good faith, pursuant to this policy, may not adversely affect any terms or conditions of employment or the work environment of the person initiating the report or who may have been subjected to abuse. If a student initiates a report of suspected abuse of a child by a district employee, contractor, agent, volunteer or student, in good faith, the student will not be disciplined by the district or any district employee, contractor, agent or volunteer. Intentionally making a false report of abuse of a child is a Class A violation.

The district shall provide information and training each school year to district employees on the prevention and identification of abuse, the obligations of district employees under ORS 339.388 and ORS 419B.005 - 419B.050 and as directed by Board policy to report suspected abuse of a child, and appropriate electronic communications with students. The district shall make available each school year the training described above to contractors, agents, volunteers, and parents and legal guardians of students attending district-operated schools, and will be made available separately from the training provided to district employees. The district shall provide each school year information on the prevention and identification of abuse, the obligations of district employees under Board policy to report abuse, and appropriate electronic communications with students to contractors, agents and volunteers. The district shall make available each school year training that is designed to prevent abuse to students attending district-operated schools.

The district shall provide to a district employee at the time of hire, or to a contractor, agent, or volunteer at the time of beginning service for the district, the following:

1. A description of conduct that may constitute abuse;

2. A description of the investigatory process and possible consequences if a report of suspected abuse is substantiated; and

3. A description of the prohibitions imposed on district employees, contractors, and agents when they attempt to obtain a new job, as provided under ORS 339.378. A district employee, contractor or agent will not assist another district employee, contractor or agent in obtaining a new job if the individual knows, or has reasonable or probable cause to believe the district employee, contractor or agent engaged in abuse, unless criteria found in ORS 339.378(2)(c) are applicable.

Nothing in this policy prevents the district from disclosing information required by law or providing the routine transmission of administrative and personnel files pursuant to law.

The district shall make available to students, district employees, contractors, agents, and volunteers a policy of appropriate electronic communications with students.

Any electronic communications with students by a contractor, agent or volunteer for the district will be appropriate and only when directed by district administration. When communicating with students electronically regarding school-related matters, contractors, agents or volunteers shall use district e-mail, using mailing lists and/or other internet messaging approved by the district to a group of students rather than individual students or as directed by district administration. Texting or electronically communicating with a student through contact information gained as a contractor, agent or volunteer for the district is strongly discouraged.

The superintendent shall develop administrative regulations as are necessary to implement this policy and to comply with state law.

END OF POLICY

Legal Reference(s):

ORS 339.370 - 339.400
ORS 418.257 - 418.259
ORS 419B.005 - 419B.050
OAR 581-022-2205

Greene v. Camreta, 588 F.3d 1011 (9th Cir. 2009), vacated in part by, remanded by Camreta v. Greene, 131 S. Ct. 2020 (U.S. 2011); vacated in part, remanded by Greene v. Camreta 661 F.3d 1201 (9th Cir. 2011).
Senate Bill 51 (2021).

PROPOSED

Alsea School District 7J

Code: GC
Adopted:

Licensed Staff Positions

The superintendent shall establish licensed staff positions necessary to carry out the district's instructional goals.

Positions so established may include those which carry other than classroom teaching responsibility.

END OF POLICY

Legal Reference(s):

ORS 332.505 OAR 581-021-0045

Job York v. Portland Sch. Dist., No. FDA 83-7 (August 1983).
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (2012).
Title II of the Genetic Information Nondiscrimination Act of 2008.
Section 503 of the Rehabilitation Act of 1973.

PROPOSED

Alsea School District 7J

Code: GCAB
Adopted:

Personal Electronic Devices and Social Media - Staff**

Staff possession or use of personal electronic devices on district property, in district facilities during the work day and while the staff is on duty in attendance at district-sponsored activities may be permitted subject to the limitations set forth in this policy and consistent with any additional school rules as may be established by the superintendent or designee. At no time, whether on duty or off duty, will a personal electronic device be used in a manner that interferes with staff duty and responsibility for the supervision of students.

A "personal electronic device" is a device not issued by the district and is capable of electronically communicating, sending, receiving, storing, recording, reproducing, and/or displaying information and data.

Personal electronic devices shall be silenced during instructional or class time, while on duty or at any other time where such use of the device would cause a disruption of school activities or interfere with a work assignment. Devices, which have the capability to take photographs or record video or audio, shall not be used for such purposes while on district property or while a staff member is on duty at district-sponsored activities, unless as expressly authorized by the principal or designee for a use directly related to and consistent with the employee's assigned duties. Computers, tablets, iPads or similar devices brought to school will be restricted to academic activities during on duty time.

The district will not be liable for loss or damage to personal electronic devices brought to district property and district-sponsored activities.

Staff members, while on duty and off duty, will utilize social media websites, public websites and blogs, judiciously by not posting confidential information about students, staff or district business.[1] Staff may not post images of district facilities, staff, students, volunteers or parents without written authorization from persons with authority to grant such a release. Staff members, while on duty and off duty, will treat fellow employees, students and the public with respect while posting on social media websites, etc., in order to prevent substantial disruption in school.

Communication with students using personal electronic devices will be appropriate and professional. Communication with students using personal electronic devices regarding nonschool-related matters is prohibited during work hours and strongly discouraged at all other times. If communicating with students electronically regarding school-related matters, staff will use district e-mail using mailing lists and/or other internet messaging to a group of students rather than individual students. Texting a student during work hours is discouraged. Texting a student while off duty is strongly discouraged.

Exceptions to the prohibitions set forth in this policy may be made for health, safety or emergency reasons with superintendent or designee approval.

[1] Nothing in this policy is intended in any form to limit the right of employees to engage in protected labor activities via the use of social media.

Staff are subject to disciplinary action up to and including dismissal for using a personal electronic device in any manner that is illegal or violates the terms of this policy. Staff actions on social media websites, public websites and blogs, while on or off duty, which disrupt the school environment, are subject to disciplinary action up to and including dismissal. A "disruption"[2] for purposes of this policy includes, but is not limited to, one or more parent threatens to remove their children from a particular class or particular school, actual withdrawal of a student or students from a particular class or particular school and/or a threatened or actual negative impact on the learning environment.

The taking, disseminating, transferring or sharing of obscene, pornographic or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (commonly called texting, sexting, emailing, etc.) may constitute a crime under state and/or federal law. Any person taking, disseminating, transferring or sharing obscene, pornographic or otherwise illegal images or photographs, will be reported to law enforcement and/or other appropriate state or federal agencies.

Licensed staff are subject at all times to the Standards for Competent and Ethical Performance of Oregon Educators.

The superintendent shall ensure that this policy is available to all employees.

END OF POLICY

Legal Reference(s):

ORS 163.432
ORS 163.433
ORS 163.684
ORS 163.686
ORS 163.687
ORS 163.688
ORS 163.689
ORS 163.693
ORS 163.700
ORS 167.057
ORS 326.011
ORS 326.051
ORS 332.072
ORS 332.107
ORS 336.840
ORS 339.372

[OAR 584-020-0000 – 020-0035]

Senate Bill 155 (2019)

PROPOSED

[2] Ibid. p. 1

18 U.S.C. § 1466A (2018).
18 U.S.C. § 1470 (2018).
20 U.S.C. § 7131 (2018).
20 U.S.C. § 7906 (2018).
Copyrights, Title 17, as amended, United States Code (2018); 19 C.F.R. Part 133 (2019).
Melzer v. Bd. Of Educ., City of New York, 336 F.3d 185 (2d Cir. 2003).
Ross v. Springfield Sch. Dist., No. FDA 80-1, aff'd, 56 Or. App. 197, rev'd and remanded, 294 Or. 357 (1982), order on remand (1983), aff'd, 71 Or. App. 111 (1984), rev'd and remanded, 300 Or. 507 (1986), order on second remand (1987), revised order on second remand (1988).

PROPOSED

Alsea School District 7J

Code: **GCBC/GDBC**
Adopted: 1/13/16
Orig. Code: GCBC/GDBC

Associated Payroll Costs

The Board shall pay insurance premiums for district employees according to relevant collective bargaining agreements.

The district will honor the ability of a district employee to elect dependent insurance coverage for all eligible dependents. Employees will be liable for any tax liability that may arise from this coverage. Such insurance will be provided and notice given in compliance with any rules of the carrier regarding ~~domestic partner~~ benefits, current relevant collective bargaining agreement, Board policy and state and federal law.

~~All classified personnel contracted for half-time or more per day will be eligible for coverage under district-provided insurance programs.~~

~~District employees will cease to be eligible for district-paid insurance programs the last day of the calendar month in which eligible employment is terminated.~~

Employees eligible for insurance benefits at the close of the school year and who have been rehired by the district for eligible employment the following school year will be considered eligible during the interim.

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

END OF POLICY

Legal Reference(s):

ORS 332.507

Consolidated Omnibus Budget Reconciliation Act of 1985, 29 U.S.C. §§ 1161-1169 (2012).
Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001-1461 (2012).
Tanner v. OHSU, 157 Or. App. 502 (1998).

Alsea School District 7J

Code: **GCBDA/GDBDA-AR(1)**
Revised/Reviewed: 3/11/21
Orig. Code(s): GCBDA/GDBDA-AR(1)

Oregon Family Medical Leave (OFLA)

(Because the district has over 50 employees, the combined OFLA/FMLA AR are recommended)

Coverage

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

Eligibility

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

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

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

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

3. An employee granted leave for a serious health condition for the employee or a family member need not requalify if additional leave is taken in this leave year for the same reason, unless the reason is no longer qualifying.

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

In determining if an employee has been employed for the preceding 180 calendar days, when applicable, the employer must consider days (e.g. paid or unpaid) an employee is maintained on payroll for any part of a workweek.

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

Full-time public school teachers who have been maintained on payroll by a district for 180 consecutive calendar days are thereafter deemed to have been employed for an average of at least 25 hours per week during the 180 days immediately preceding the start date of the OFLA leave. This provision is eligible for rebuttal if for example the employee was on a nonpaid sabbatical.

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

Qualifying Reasons

Eligible employees may access OFLA for the following reasons:

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

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

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

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

3. Sick Child Leave: leave for non-serious health conditions of the employee's child. Sick child leave includes absence to care for an employee's child whose school or child care provider has been closed[2] in conjunction with a statewide public health emergency declared by a public health official.[3]

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

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

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

With the care of a child older than 14, a statement that special circumstances exist requiring the employee to provide care to the child during daylight hours.

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

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

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

Definitions

1. Family member:

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

   a. Spouse[5];
   b. Same-gender domestic partner;
   c. Parent;
   d. Parent-in-law;
   e. Parent of employee's same-gender domestic partner;
   f. Child;
   g. Child of employee's same-gender domestic partner;
   h. Grandchild;
   i. Grandparent;
   j. Persons who are "in loco parentis".

2. Child:

   a. For the purposes of OFLA, "child" means a biological, adopted, foster child or stepchild of the employee, the child of the employee's same-gender domestic partner, or a child with whom the employee is or was in a relationship of "in loco parentis".
   b. For the purposes of parental and sick child leave under OFLA, the child must be under the age of 18 or an adult dependent child substantially limited by a physical or mental impairment.

3. In loco parentis:

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

Leave Period

For the purposes of calculating an employee's leave period, the district will use July 1 through June 30. The same method for calculating the 12-month period for OFLA leave entitlement shall be used for all employees. However, in all instances, the leave period for the purposes of OMFLA shall be dependent on the start of any such regardless of the district's designated 12-month leave period described above.

Leave Duration

For the purposes of OFLA, an eligible employee is generally entitled to a total of 12 weeks of qualified leave during the district's designated leave period. However, a woman is entitled to an additional full 12

[5] "Spouse" means individuals in a marriage, including "common law" marriage, same-sex marriage or same sex individuals with a Certificate of Registered Domestic Partnership.

weeks of parental leave during the district's designated leave period following the birth of a child, regardless of how much OFLA qualified leave she has taken prior to the birth of such child during the district's designated leave period. Likewise, an employee who uses the full 12 weeks of parental leave during the district designated leave period, will be entitled to an additional 12 weeks of sick child leave under OFLA during the district's designated leave period for the purpose of caring for a child(ren) with a non-serious health condition requiring home care.[6] OFLA does not combine the leave entitlement for spouses working for the district. However, under OFLA, family members who work for the district may be restricted from taking concurrent OFLA qualified leave.[7]

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

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

For the purpose of tracking the number of leave hours an eligible employee is entitled and/or has used during each week of the employee's leave, leave entitlement is calculated by multiplying the number of hours the eligible employee normally works per week by 12[8]. If an employee's schedule varies from week to week, a weekly average of the hours worked over the 12 weeks worked prior to the beginning of the leave period shall be used for calculating the employee's normal workweek[19]. If an employee takes intermittent or reduced work schedule leave, only the actual number of hours of leave taken may be counted toward the 12 weeks of leave to which the employee is entitled.

Intermittent Leave

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

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

---

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

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

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

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

When an employee is eligible for OFLA leave the employer:

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

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

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

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

Alternate Work Assignment

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

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

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

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

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

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

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

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

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

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

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

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

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

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

hours the employee actually works during the leave period. The result of such calculation is credited against the eligible employee's leave entitlement.

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

Special Rules for School Employees

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

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

1. Foreseeable Intermittent Leave Exceeding 20 Percent of Working Days

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

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

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

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

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

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

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

   b. For the purposes of OFLA leave, when the qualified leave begins within five weeks of the end of the school year and the purpose of such leave is parental leave, for the serious health condition of a family member or for the serious health condition of a servicemember, the

eligible school employee may be required to remain on leave until the end of the school year provided:

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

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

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

Paid/Unpaid Leave

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

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

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

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

Benefits and Insurance

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

During an OFLA qualified leave an eligible employee does not accrue seniority or other benefits that would have accrued while the employee was working. The eligible employee is also subject to layoff to

the same extent similarly situated employees not taking OFLA leave are subject unless the terms of an applicable collective bargaining agreement, other agreement or the district's policies provides otherwise.

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

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

Fitness-for-Duty Certification

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

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

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

Application

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

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

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

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

Medical Certification

The district may require an eligible employee to provide medical documentation, when appropriate, to support the stated reason for the leave. The district will provide written notification to employees of this requirement within three working days of employee's request for leave. If the employee does not provide 30 days' notice, the employee is required to submit such medical certification no later than 15 calendar days after receipt of the district's notification that medical certification is required.

Second and Third Opinions

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

Notification

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

Record Keeping/Posted Notice

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

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

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

DELETE

Alsea School District 7J

Code: **GCBDA/GDBDA-AR(3)**
Revised/Reviewed: 6/13/17
Orig. Code(s): GCBDA/GDBDA-AR(3)

DELETE

Sample Letter to Employee - OFLA Leave

The following is a sample cover letter to an employee notifying the employee that the employer is treating a request for leave as a request for OFLA leave (either paid or unpaid) that will reduce the employee's OFLA leave entitlement. This letter should be mailed to the employee within two working days after the employee's request for the leave along with the OFLA notice form.

Dear Employee:

On _____ (date) you advised the district that you were requesting a leave that may qualify for protected time under the Oregon Family Leave Act (OFLA). Under our policy, a leave of absence that qualifies for family and medical leave under state law, may run concurrently with other types of leave, including but not limited to, sick leave, vacation leave, short-term disability leave and bereavement leave. OFLA cannot run concurrently with a leave for workers' compensation injury or illness (unless you refuse a light-duty assignment).

[IF APPROVED: [We have determined the purpose of your requested leave qualifies as family or medical leave under state law. Accordingly, this letter is to notify you that the leave will be counted against your annual OFLA leave entitlement. Also attached is a form entitled OFLA Eligibility Notice to Employee which contains other information for you regarding state family medical leave rights, including an estimate of time that will count toward your protected time.]]

[IF NOT APPROVED: [We have determined the purpose of your requested leave does NOT qualify as family or medical leave under state and/or federal law. You may be entitled to other leave time, under Board policy or the collective bargaining agreement, however, the protections of OFLA will not be observed for this leave.]]

If you have any questions regarding your leave, now or at any time during your leave, please contact [the personnel office] as soon as possible.

Sincerely,

[Superintendent]

Enclosure (OFLA Eligibility Notice to Employee form)

Alsea School District 7J

Code: GCBDA/GDBDA-AR(5)
Revised/Reviewed: 6/13/17
Orig. Code(s): GCBDA/GDBDA-AR(5)

OFLA Medical Certification

(To be completed by health-care provider)

Certification of Health Care Provider (Oregon Family Leave Act)

1. Employee's Name: _____

2. Patient's Name (if different from employee): _____

3. Does the patient's condition qualify as a serious health condition under any of the following reasons listed? ☐ Yes ☐ No

If yes, please check the applicable reason(s):

☐ Inpatient care ☐ Continuing treatment ☐ Chronic conditions ☐ Multiple treatments

☐ Permanent, long-term or terminal conditions ☐ Pregnancy and prenatal care

4. Provide a brief statement as to how the medical facts meet the criteria of the category you checked above. _____
_____

5. What is the common name of the medical condition (e.g., cancer, diabetes, stroke, etc.)?
_____
_____

6. Please state the approximate date the condition commenced: _____, and the probable date the employee will be able to return to work: _____.

7. Will it be necessary for the employee to work only intermittently or to work on a less than full schedule as a result of the condition? ☐ Yes ☐ No

If yes, give the probable duration: _____

8. If additional treatments will be required for the condition, provide an estimate of the probable number of such treatments._____

If the patient will miss work intermittently, please indicate dates and intervals of treatment, length of treatment, frequency of treatment, recovery time from treatment. _____
_____

If any of these treatments will be provided by another provider of health services (e.g., physical therapist), please state the nature of the treatments and the provider if known._____

_____

9. If the condition is a chronic condition or pregnancy, state whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity: _____

_____

10. If a regimen of continuing treatment by the patient is required under your supervision, provide a general description of such regimen (e.g., prescription drugs, physical therapy requiring special equipment). _____

_____

_____

11. Is leave required to care for a family member with a serious health condition? ☐ Yes ☐ No

If the family member will need care only intermittently or on a part-time basis, please indicate the probable duration of this need. _____

12. If leave is required to care for a family member of the employee with a serious health condition, does the patient require assistance for basic medical or personal needs or safety, or for transportation?
☐ Yes ☐ No

If yes, briefly describe assistance required _____

_____

_____

_____

_____ _____

Health Care Provider Date

_____ _____

Address Telephone Number

To be completed by the employee needing family leave to care for a family member:

State the care you will provide and an estimate of the period during which care will be provided, including a schedule if leave is to be taken intermittently or if it will be necessary for you to work less than a full schedule. _____

_____

_____

_____

_____

_____ _____

Employee Signature Date

Alsea School District 7J

Code: GCBDA/GDBDA-AR(6)
Revised/Reviewed: 6/13/17
Orig. Code(s): GCBDA/GDBDA-AR(6)

Oregon Military Family Leave

(Leave due to notification of impending call to active duty or deployment.)

Section 1: (To be completed by the district)

The Oregon Military Family Leave Act (OMFLA) provides that a district may require an employee seeking OMFLA leave due to notification of impending call to active duty or deployment, to submit a notification of the intention to take leave within five business days of receiving official notice.

District Name and Address: _____

Superintendent or designee information: _____

Section 2: (To be completed by the employee)

Complete the information below fully and completely. The Oregon Military Family Leave Act permits the district to require that you submit a timely, complete and sufficient notification for Oregon Military Family Leave Act due to notification of impending call to active duty or deployment.

Employee's Name:_____
First Middle Last

Name of covered military member on active duty, called to active duty status or deployed:

_____
First Middle Last

Relationship of covered military member to you: _____

Period of covered military member's impending call to active duty or deployment : _____

_____

Documentation to support a request for Oregon Military Family leave includes written documentation confirming a covered military member's active duty, call to active duty or deployment status. Please check one of the following and attach the indicated document to support that the military member is on covered active duty or called to covered active duty status:

- ☐ A copy of the covered military member's active duty orders is attached.
- ☐ Other documentation from the military certifying that the covered military member is on active duty (or has been notified of an impending call to active duty).
- ☐ I have previously provided the district with sufficient written documentation confirming the covered military member's active duty or call to active duty status.

Part A: Qualifying Reason for Leave

1. Describe the reason you are requesting OMFLA (include the specific reason below, either a) an impending call or order to active duty, or b) impending leave for deployment):

_____

_____

_____

Part B: Amount of Leave Needed

1. The approximate date the active duty or deployment commenced or will commence is: _____

   The probable duration of such active duty or deployment: _____

2. Will you need to be absent from work for a single continuous period of time due to the active duty or deployment? ☐ Yes ☐ No
   If yes, estimate the beginning and ending dates for the period of absence: _____

3. Will you need to be absent from work periodically to address this active duty or deployment?
   ☐ Yes ☐ No
   If yes, estimate the schedule of leave, including the dates of any scheduled meetings or appointments:

   _____

   _____

Part D: Employee Signature

I certify that the information I provided above is true and correct. (For Oregon Military Family Leave purposes, notice must be given by the employee within five business days of receiving an official notice.)

_____ _____

Signature of Employee Date

DELETE

Alsea School District 7J

Code: **GCBDA/GDBDA-AR(7)**
Revised/Reviewed: 6/13/17
Orig. Code(s): GCBDA/GDBDA-AR(7)

Designation Notice – OFLA

Leave covered under the Oregon Family Leave Act (OFLA) must be designated as OFLA-protected and the district must inform the employee of the amount of leave that will be counted against the employee's OFLA leave entitlement.

In order to determine whether leave is covered under the OFLA, the district may request that the leave be supported by a physician's certification. If the certification is incomplete or insufficient, the district will state in writing what additional information is necessary to make the certification complete and sufficient.

Employee Name: _____ Date: _____

We have reviewed your request for leave under the OFLA and any supporting documentation that you have provided. We received your most recent information on _____ (date).

Please be advised:

☐ Your request is approved for OFLA. All leave taken for this reason will be designated as OFLA leave.

The OFLA requires that you notify us as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against your entitlement:

☐ Provided there is no deviation from your anticipated leave schedule, the following number of hours, days or weeks will be counted against your leave entitlement:

_____

☐ Because the leave you requested will be rescheduled, it is not possible to provide the hours, days or weeks that will be counted against your OFLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

Please be advised (check if applicable):

☐ You have requested to use paid leave during your OFLA leave. Any paid leave taken for this reason will count against your OFLA leave entitlement.

☐ We are requiring you to substitute or use paid leave during your OFLA leave.

☐ You will be required to present a fitness-for-duty certification to be reinstated to your position. If such certification is not timely received, your return to work may be delayed until certification is

provided. The Fitness-for-Duty Certification form is attached, please have your medical provider complete this form prior to the termination of your leave. A list of the essential functions of your position ☐ is ☐ is not attached. If attached, the fitness-for-duty certifications must address your ability to perform these functions.

☐ Additional information is needed to determine if your OFLA leave request can be approved.

☐ The certification you have provided is incomplete and insufficient to determine whether the OFLA applies to your leave procedures. You must provide the following information no later than _____(date) (at least 15 calendar days), unless it is not practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied. The information needed to make the certification complete and sufficient is:

_____

_____

☐ We are exercising our right to have you obtain a second or third opinion medical certification at our expense, and we will provide further details at a later time.

****

☐ Your OFLA leave request is NOT APPROVED.

☐ The OFLA does not apply to your leave request.

☐ You have exhausted your OFLA leave entitlement in the applicable 12-month period.

DELETE

Alsea School District 7J

Code: **GCBDA/GDBDA-AR(8)**
Revised/Reviewed: 6/13/17
Orig. Code(s): GCBDA/GDBDA-AR(8)

Fitness-for-Duty Certification

To: _____ Date: _____

From: _____

Subject: Fitness-for-Duty Certification

Oregon Family Leave Act (OFLA) for your own serious health condition ends on (date) _____. Prior to returning to work you must provide a Fitness-for-Duty Certification verifying whether you are able to return to work, if you have any job-related restrictions and the duration of any restrictions. Please take this Fitness-for-Duty Certification to your health care provider for completion. The district will use this Fitness-for-Duty Certification to determine if you are able to return to work after your leave.

Return the completed Fitness-for-Duty Certification to the district prior to the end of your OFLA leave or by (date) _____.

Fitness-for-Duty Certification

Health Care Provider Completes this Section

Instructions: Please complete all sections in order for the district to determine if the employee is able to return to duty. The employee's position description or a list of essential duties (district specifies which) is attached to this form.

1. The employee is able to return to work full-time without restrictions: ☐ Yes ☐ No

   a. If yes, list the effective date _____.
   b. If no, complete the following:

      (1) The employee will be able to return to work with no limitation on (date) _____.
      (2) I certify that from (date) _____ to (date) _____ the above named employee will be:

         (a) ☐ Unable to perform the physical requirements of their work; or
         (b) ☐ Is medically incapacitated: ☐ Totally ☐ Partially**

         **If partially medically incapacitated, complete the following:

         (c) Number of hours per day employee is able to work: _____.
         (d) Number of days per week employee is able to work: _____.

(3) List any restrictions on the employee's work: _____
_____
_____
_____

DELETE

_____ _____
Printed Name of Health Care Provider Type of Practice

_____ _____
Signature - Health Care Provider Date

Health care provider: Please return the completed form to the employee/patient.

Attached: Position description/description of essential duties (district specifies which).

Alsea School District 7J

Code: GBNAB/JHFE-AR(1)
Adopted:

Reporting of Suspected Abuse of a Child

Reporting

Any district employee having reasonable cause to believe that **any child** with whom the employee comes in contact has suffered abuse[1] shall orally report or cause an oral report immediately by telephone or otherwise to the local office of the Oregon Department of Human Services (DHS) or its designee or to a law enforcement agency within the county where the person making the report is at the time of their contact. Any district employee who has reasonable cause to believe that **any person**[2] with whom the employee is in contact has abused a child shall immediately report or cause a report to be made in the same manner to DHS or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419B.010.

Any district employee who has reasonable cause to believe that another district employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another district employee, contractor, agent, volunteer or student shall immediately report such to the DHS or its designee or the local law enforcement agency pursuant to ORS 419B.015, and to the designated licensed administrator or alternate licensed administrator for their school building.

If known, the report shall contain the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the suspected abuse and the identity of a possible perpetrator.

If the superintendent is the alleged abuser the report shall be submitted to the building principal who shall refer the report to the Board chair.

A written record of the abuse report shall be made by the employee reporting the suspected abuse of a student and will include: name and position of the person making the report; name of the student; name and position of any witness; description of the nature and extent of the abuse, including any information which could be helpful in establishing cause of abuse and identity of the abuser; description of how the report was made (i.e., phone or other method); name of the agency and individual who took the report; date and time that the report was made; and name of district administrator who received a copy of the written report.

The written record of the abuse report shall not be placed in the student's educational record. A copy of the written report shall be retained by the employee making the report and a copy shall be provided to the designee that received the report.

---

[1] Includes the neglect of a child; abuse is defined in ORS 419B.005.

[2] "Person" could include adult, student or other child.

When the designee receives a report of suspected abuse of a child by a district employee, and there is reasonable cause to support the report, the district shall place the district employee on paid administrative leave[3] and take necessary actions to ensure the student's safety. The employee shall remain on leave until DHS or law enforcement determines that the report is substantiated and the district takes the appropriate employment action, or cannot be substantiated or is not a report of abuse and the district determines that either 1) an employment policy was violated and the district will take appropriate employment action against the employee, or 2) an employment policy has not be violated and no action is required by the district against the employee.

When the designee receives a report of suspected abuse by a contractor, agent or volunteer, the district may prohibit the contractor, agent or volunteer from providing services to the district. If the district determines there is reasonable cause to support the report of suspected abuse, the district shall prohibit the contractor agent or volunteer from providing services. The district may reinstate the contractor, agent or volunteer, and such reinstatement may not occur until such time as a report of suspected abuse has been investigated[4] and a determination has been made by law enforcement or DHS that the report is unsubstantiated.

The written record of each reported incident of abuse of a child, action taken by the district and any findings as a result of the report shall be maintained by the district.

If, following the investigation, the district decides to take an employment action, the district will inform the district employee of the employment action to be taken and provide information about the appropriate appeal process. The employee may appeal the employment action taken through the appeal process provided by the applicable collective bargaining agreement. The employee not covered by a collective bargaining agreement may appeal the employment action taken through an appeal process administered by a neutral third party.

If the district is notified that the employee decided not to appeal the employment action or if the determination of an appeal sustained the employment action, a record of the findings of the substantiated report and the employment action taken by the district will be placed in the records on the school employee maintained by the district. Such records created are confidential and not public records as defined in Oregon Revised Statute (ORS) 192.311, however the district may use the record as a basis for providing information required to be disclosed about a district employee under ORS 339.378(1). The district will notify the employee that information about substantiated reports may be disclosed to a potential employer.

PROPOSED

[3] The district employee cannot be required to use any accrued leave during the imposed paid administrative leave.

[4] The district will investigate all reports of suspected abuse, unless otherwise requested by DHS or its designee or law enforcement pursuant to law.

Definitions

1. Oregon law recognizes these and other types of abuse:
   a. Physical;
   b. Neglect;
   c. Mental injury;
   d. Threat of harm;
   e. Sexual abuse and sexual exploitation.

2. "Child" means an unmarried person who is under 18 years of age or is under 21 years of age and residing in or receiving care or services at a child-caring agency.

3. A "substantiated report" means a report of abuse that a law enforcement agency or DHS determines is founded.

Confidentiality of Records

The name, address and other identifying information about the employee who made the report are confidential and are not accessible for public inspection.

Upon request from law enforcement or DHS the district shall immediately provide requested documents or materials to the extent allowed by state and federal law.

Failure to Comply

Any district employee who fails to report a suspected abuse of a child as provided by this policy and the prescribed Oregon law commits a violation punishable by law. A district employee who fails to comply with the confidentiality of records requirements commits a violation punishable by the prescribed law. If an employee fails to report suspected abuse of a child or fails to maintain confidentiality of records as required by this policy, the employee will be disciplined up to and including dismissal.

Cooperation with Investigator

The district staff shall make every effort in suspected abuse of a child cases to cooperate with investigating officials as follows:

1. Any investigation of abuse of a child will be directed by the DHS or law enforcement officials as required by law. DHS or law enforcement officials wishing to interview a student shall present themselves at the school office and contact the school administrator, unless the school administrator is the subject of the investigation. When an administrator is notified that the DHS or law enforcement would like to interview a student at school, the administrator must request that the investigating official fill out the appropriate form (See GBNAB/JHFE-AR(2) – Abuse of a Child Investigations Conducted on District Premises). The administrator or designee should not deny the interview based on the investigator's refusal to sign the form. If the student is to be interviewed at the school, the administrator or designee shall make a private space available. The administrator or designee of the school may, at the discretion of the investigator, be present to facilitate the interview. If the investigating official does not have adequate identification the administrator shall refuse access to the student.

Law enforcement officials wishing to remove a student from the premises shall present themselves at the office and contact the administrator or designee. The law enforcement official shall sign the student out in accordance with district procedures;

2. When the subject matter of the interview or investigation is identified to be related to suspected abuse of a child, district employees shall not notify parents or anyone else other than DHS or law enforcement agency and any school employee necessary to enable the investigation;

3. The administrator or designee shall advise the investigator of any conditions of disability prior to any interview with the affected child;

4. District employees are not authorized to reveal anything that transpires during an investigation in which the employee participates, nor shall the information become part of the student's education records, except that the employee may testify at any subsequent trial resulting from the investigation and may be interviewed by the respective litigants prior to any such trial.

Nothing prevents the district from conducting its own investigation, unless another agency requests to lead the investigation or requests the district to suspend the investigation, or taking an employment action based on information available to the district before an investigation conducted by another agency is completed. The district will cooperate with agencies assigned to conduct such investigations.

PROPOSED

Alsea School District 7J

Code: GBNAB/JHFE-AR(2)
Revised/Reviewed:

Abuse of a Child Investigations Conducted on District Premises

The Department of Human Services (DHS) or a law enforcement agency has the authority to conduct an investigation of a report of child abuse on school premises according to Oregon Revised Statute (ORS) 419B.045. The school administrator must be notified that the investigation is to take place, unless the administrator is a subject of the investigation. The investigator is not required to reveal information about the investigation to the school as a condition of conducting the investigation.

After the investigator provides adequate identification, school staff shall allow access to the child and provide a private space for conducting the interview. The investigator shall be advised by a school administrator or a school staff member of a child's relevant disabling conditions, if any, prior to any interview with the child. The school administrator or designee may, at the investigator's discretion, be present to facilitate the investigation.

School staff may only notify DHS, the law enforcement agency or school employees that are necessary to enable the investigation. School staff may not notify any other persons, including the child's parent(s) or guardian(s).

Investigator Name (Printed) _____ Name of Agency _____

Name of Worker's/Investigator's Supervisor _____ Supervisor Contact Information _____

Investigator Position and Badge or ID Number _____ Student Name _____

School _____

Investigator Signature _____ Date _____

☐ Investigator refused to sign. District staff should not deny entry based on refusal to sign.

FOR COMPLETION BY DISTRICT STAFF

□ Student not available for interview
□ Student refused to be interviewed
□ Administrator participated in interview

Name of Administrator Notified _____

Name of Office Staff Involved _____

Name of Participating Administrator _____

This form should be placed in a separate secure file and not in the student's file.

PROPOSED

Alsea School District 7J

Code: GCBDA/GDBDA-AR(3)(D)
Revised/Reviewed:

Military Family Leave

Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave

Notice and instructions to the district:

The Family Medical Leave Act (FMLA) provides that a district may require an employee seeking FMLA leave due to a serious injury or illness of a covered servicemember to submit a certification providing sufficient facts to support the request for leave. Employees may not be asked to provide more information than allowed under the FMLA regulations 29 C.F.R. § 825.310. The district will maintain records and documents relating to medical certification, recertifications or medical histories of employees or employees' family member, created for FMLA purposes, as confidential medical records in separate files from personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Section 1

Part A: Employee Information

Complete the employee and covered servicemember information below before giving this form to your family member or their medical provider.

_____
District Name and Address

Name of employee requesting leave to care for covered servicemember:

_____
First Middle Last

Name of covered servicemember for whom employee is requesting leave to care for:

_____
First Middle Last

Relationship of employee to covered servicemember requesting leave to care for:

☐ Spouse ☐ Parent ☐ Child ☐ Next of kin

Part B: Covered Servicemember Information

1. Is the covered servicemember a current member of the regular Armed Forces, the National Guard or Reserves, or a veteran? ☐ Yes ☐ No

   If a current servicemember, please provide the covered servicemember's military branch, rank and unit currently assigned to:

   _____

   _____

   If a qualifying veteran, when was the date of discharge? _____

Is the covered servicemember assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients (such as medical hold or warrior transition unit)? ☐ Yes ☐ No

If yes, provide the name of the medical facility or unit:

_____

2. Is the covered servicemember on the Temporary Disability Retired List (TDRL)? ☐ Yes ☐ No

Part C: Care to be Provided to the Covered Servicemember

Describe the care to be provided to the covered servicemember and an estimate of the leave needed to provide the care:

_____

_____

Section 2:

(For completion by a United States Department of Defense (DOD) Health Care Provider or a Health Care Provider who is either: (1) a United States Department of Veterans Affairs (VA) health care provider; (2) a DOD TRICARE network authorized private health care provider; (3) a DOD non-network TRICARE authorized private health care provider; or (4) a health care provider as defined in 29 C.F.R. § 825.125.)

If you are unable to make certain of the military-related determinations contained below in Part B, you are permitted to rely upon determinations from an authorized DOD representative (such as a DOD recovery care coordinator). Please ensure that Section 1 above has been completed before completing this section. Please be sure to sign the form on the last page.

Part A: Health Care Provider Information

Health care provider's name and business address:

_____

_____

Type of practice/medical specialty: _____

Please state whether you are either: (1) a DOD health care provider; (2) a VA health care provider; (3) a DOD TRICARE network authorized private health care provider; (4) a DOD non-network TRICARE authorized private care provider; or (5) a health care provider as defined in 29 C.F.R. § 825.125.

Telephone: (____) _____ Fax: (____) _____ Email: _____

Part B: Medical Status

1. Covered servicemember's medical condition is classified as (check one of the appropriate boxes):

   ☐ (VSI) Very Seriously Ill/Injured – Illness/Injury is of such a severity that life is imminently endangered. Family members are requested at the bedside immediately. (Please note this is an internal DOD casualty assistance designation used by DOD health care providers.)

   ☐ (SI) Seriously Ill/Injured – Illness/Injury is of such severity that there is cause for immediate concern, but there is no imminent danger to life. Family members are requested at bedside. (Please note this is an internal DOD casualty assistance designation used by DOD health care providers.)

☐ Other Ill/Injured – A serious injury or illness that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank or rating.

☐ None of the above. (Note to employee: If this box is checked, you may still be eligible to take leave to care for a covered family member with a "serious health condition". If such leave is requested, you may be required to complete the form *Certification of Health Care Provider for Family Member's Serious Health Condition.*)

2. Was the condition for which the covered servicemember is being treated incurred in the line of duty on active duty in the Armed Forces? ☐ Yes ☐ No

   If no, did the condition exist before the beginning of active duty and aggravated by service in the line of duty while on active duty? ☐ Yes ☐ No

3. Appropriate date condition commenced: _____

4. Probable duration of condition and/or need for care: _____

5. Is the covered servicemember undergoing medical treatment, recuperation or therapy? ☐ Yes ☐ No
   If yes, please describe medical treatment, recuperation or therapy:

   _____

   _____

Part C: Covered Servicemember's Need for Care by Family Member

1. Will the covered servicemember need care for a single continuous period of time, including any time for treatment and recovery? ☐ Yes ☐ No
   If yes, estimate the beginning and ending dates for this period of time: _____

2. Will the covered servicemember require periodic follow-up treatment appointments? ☐ Yes ☐ No

   If yes, estimate the treatment schedule: _____

3. Is there a medical necessity for the servicemember to have periodic care for these follow-up treatment appointment?
   ☐ Yes ☐ No

4. Is there a medical necessity for the covered servicemember to have periodic care for other than scheduled follow-up treatment appointments (e.g. episodic flare-ups of medical conditions)? ☐ Yes ☐ No
   If yes, estimate the frequency and duration of the periodic care.

   _____

_____ _____

Signature of health care provider Date

PROPOSED

Alsea School District 7J

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

FMLA/OFLA Eligibility Notice to Employee

DATE: _____

TO: _____
(Employee's name)

FROM: _____
(Name of appropriate employer representative)

SUBJECT: Request for FMLA and/or OFLA Leave

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

1. _____ The birth of your child or the placement of a child with you for adoption or foster care;

2. _____ A serious health condition that makes you unable to perform the essential functions of your job;

3. _____ A serious health condition of your ☐ spouse[1], ☐ child (including the biological, grandchild, adopted or foster child or stepchild of an employee or a child with whom the employee is or was in a relationship of "in loco parentis"), ☐ parent (biological parent of an employee or an individual who stood "in loco parentis" to an employee when the employee was a child), ☐ grandparent (OFLA leave only), ☐ parent-in-law or the parent of an employee's registered domestic partner (OFLA leave only), ☐ custodial parent, ☐ noncustodial parent, ☐ adoptive parent, ☐ foster parent for which you are needed to provide care;

4. _____ Sick child leave due to the closure of a child's school or child care provider;

5. _____ An illness or injury to your child which requires home care but is not a serious health condition (OFLA leave only);

6. _____ A qualifying exigency arising from a spouse, child or parent in the Armed Forces on covered active duty, or in the National Guard or Reserves on covered active duty;

7. _____ Your spouse has been notified of an impending call to active duty, has been ordered to active duty or has been deployed or on leave from deployment;

8. _____ A serious illness or injury, incurred in the line of duty, of a covered service member who is your spouse, child, parent or next of kin;

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

PROPOSED

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

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

Except as explained below, you have a right under the FMLA and/or OFLA for up to 12 workweeks of unpaid leave in a 12-month period for the reasons listed above.[2] The district will use the calendar year (July – June). FMLA leave and OFLA leave generally run concurrently. In order to care for an injured service member, you are entitled to up to 26 weeks of leave in a single 12-month period.

Also, your health benefits under FMLA and OFLA must be maintained during any period of unpaid leave under the same conditions as if you continued to work, including you continuing to pay the same portion of the premiums you currently pay. You will be reinstated to the same position, or in some cases under state or federal law, to an equivalent position.

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

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

1. You are □ eligible □ not eligible for leave under □ FMLA □ OFLA □ both FMLA and OFLA.

2. The requested leave may be counted against your annual □ FMLA leave entitlement □ OFLA leave entitlement □ FMLA and OFLA leave entitlements.

3. You □ will □ will not be required to furnish a medical certification of a serious health condition. If required, you must furnish the certification by _____ (date) (must be at least 15 days after you are notified of this requirement).

4. You may elect to substitute accrued paid leave for unpaid FMLA leave. We □ will □ will not require that you substitute accrued paid leave for unpaid FMLA and/or OFLA leave. If paid leave will be used, the following conditions will apply: (*Explain*)

5. a. If you normally pay a portion of the premiums for your health insurance, these payments will continue during the period of FMLA and/or OFLA leave. Arrangements for payment have been discussed with you and it is agreed that you will make premium payments as follows: (*Set forth dates, e.g., the 10th of each month or pay periods, etc., that specifically cover the agreement with the employee.*)

5. b. You have a minimum □ 30-day □ Other: _____ (*indicate longer period, if applicable*) grace period in which to make premium payments. If payment is not timely made, your group health insurance may be canceled. We will notify you in writing at least 15 days before the date that your health coverage will lapse. At our option, we may also pay your share of the premiums during your FMLA and/or OFLA leave as provided by Board policy and/or collective bargaining agreement, and recover these payments from you upon your return to work. We □ will □ will not pay your share of health insurance premiums while you are on FMLA and/or OFLA leave.

5. c. We □ will □ will not do the same with other benefits (e.g., life insurance, disability insurance, etc.)

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

while you are on FMLA and/or OFLA leave. If we do pay your premiums for other benefits, when you return from leave you □ will □ will not be expected to reimburse us for the payments made on your behalf.

5. d. Except as noted above, in the event you do not return to work for the district after your FMLA and/or OFLA leave, and the district has paid your share of benefit premiums, you □ will □ will not be responsible for reimbursing the district the amount paid on your behalf with the exceptions noted in C.F.R. § 104 (c)(2)(B) of the FMLA.

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

□ You will not be required to present a fitness-for-duty certification prior to being restored to employment following leave for your own serious health condition.

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

7. b. We □ have □ have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. (FMLA leave only.) (*Explain (a) and/or (b) below.*)

8. While on FMLA and/or OFLA leave you □ will □ will not be required to furnish us with periodic reports every _____ (*indicate interval of periodic reports, as appropriate for the particular leave situation*) of your status and intent to return to work. If the circumstances of your leave change and you are able to return to work earlier than the date indicated on this form, you □ will □ will not be required to notify us at least two workdays prior to the date you intend to report for work.

9. You □ will □ will not be required to furnish recertification relating to a serious health condition. (FMLA leave only.) (*Explain below, if necessary, including the interval between certifications as prescribed in C.F.R. § 825.308 of the FMLA regulations.*)

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

PROPOSED

Alsea School District 7J

Code: GCBDA/GDBDA-AR(5)
Revised/Reviewed:

Sample Designation Letter to Employee - FMLA/OFLA Leave

The following is a sample cover letter to an employee notifying the employee that the employer is treating a request for leave as a request for FMLA and/or OFLA leave (either paid or unpaid) that will reduce the employee's FMLA and/or OFLA leave entitlement. This letter, along with the Designation Notice – FMLA/OFLA form GCBDA/GDBDA-AR(6) or the FMLA/OFLA Eligibility Notice form GCBDA/ GDBDA-AR(4), should be mailed to the employee within five working days after receiving enough information to determine whether the leave qualifies under FMLA or OFLA.

Dear Employee:

On _____ (date) you advised the district that you were requesting a leave that may qualify for protected time under the Family and Medical Leave Act (FMLA) and/or the Oregon Family Leave Act (OFLA). Under our policy, a leave of absence that qualifies for family and medical leave under federal law (FMLA), may run concurrently with other types of leave such as sick leave, vacation leave, short-term disability leave, OFLA and leave for a workers' compensation injury or illness. A leave of absence that qualifies for family and medical leave under state law (OFLA) may run concurrently with other types of leave such as sick leave, vacation leave, short-term disability leave, but cannot run concurrently with a leave for a workers' compensation injury or illness (unless you refuse a light-duty assignment).

[IF APPROVED: [We have determined the purpose of your requested leave qualifies as family or medical leave under state and/or federal law. Accordingly, this letter is to notify you that the leave will be counted against your annual family and medical leave entitlement. Also attached is a form titled Designation Notice which contains other information for you regarding federal and state family medical leave rights, including an estimate of time that will count toward your protected time.]]

[IF NOT APPROVED: [We have determined the purpose of your requested leave does NOT qualify as family or medical leave under state and/or federal law. You may be entitled to other leave time, under Board policy or the collective bargaining agreement, however the protections of FMLA/OFLA will not be observed for this leave.]]

If you have any questions regarding your leave, now or at any time during your leave, please contact, district office as soon as possible.

Sincerely,

Superintendent

Enclosure (FMLA and/or OFLA Designation Notice form)

PROPOSED

Alsea School District 7J

Code: GCBDA/GDBDA-AR(6)
Revised/Reviewed:

Designation Notice – FMLA/OFLA

Leave covered under the Family and Medical Leave Act (FMLA) and/or Oregon Family Leave Act (OFLA) must be designated as FMLA and/or OFLA-protected, and the district must inform the employee of the amount of leave that will be counted against the employee's FMLA and/or OFLA leave entitlement.

In order to determine whether leave is covered under the FMLA and/or OFLA, the district may request that the leave be supported by a physician's certification. If the certification is incomplete or insufficient, the district will state in writing what additional information is necessary to make the certification complete and sufficient.

Employee Name: _____ Date: _____

We have reviewed your request for leave under the FMLA and/or OFLA and any supporting documentation that you have provided. We received your most recent information on _____.

Please be advised:

☐ Your request is approved for FMLA. All leave taken for this reason will be designated as FMLA leave.

☐ Your request is approved for FMLA and OFLA. This designation of leave will run concurrently.

☐ Your request is approved for OFLA. All leave taken for this reason will be designated as OFLA leave.

The FMLA and/or OFLA requires that you notify us as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against your entitlement:

☐ Provided there is no deviation from your anticipated leave schedule, the following number of hours, days or weeks will be counted against your leave entitlement:

_____

☐ Because the leave you requested will be rescheduled, it is not possible to provide the hours, days or weeks that will be counted against your FMLA and/or OFLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

Please be advised (check if applicable):

☐ You have requested to use paid leave during your FMLA and/or OFLA leave. Any paid leave taken for this reason will count against your FMLA and/or OFLA leave entitlement.

☐ We are requiring you to substitute or use paid leave during your FMLA and/or OFLA leave.

PROPOSED

☐ You will be required to present a fitness-for-duty certification to be reinstated to your position. If such certification is not timely received, your return to work may be delayed until certification is provided. The Fitness-for-Duty Certification form is attached, please have your medical provider complete this form prior to the termination of your leave. A list of the essential functions of your position ☐ is ☐ is not attached. If attached, the fitness-for-duty certification must address your ability to perform these functions:

_____

☐ Additional information is needed to determine if your FMLA and/or OFLA leave request can be approved.

_____

☐ The certification you have provided is incomplete and insufficient to determine whether the FMLA and/or OFLA applies to your leave procedures. You must provide the following information no later than _____ (date) (at least 15 calendar days), unless it is not practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied. The information needed to make the certification complete and sufficient is[1]:

_____

_____

☐ We are exercising our right to have you obtain a second or third opinion medical certification at our expense, and we will provide further details at a later time.

****

☐ Your FMLA leave request is NOT APPROVED.

☐ The FMLA does not apply to your leave request.

☐ You have exhausted your FMLA leave entitlement in the applicable 12-month period. (Note: Federal Military Family Leave is on a separate 12-month period.)

☐ Your OFLA leave request is NOT APPROVED.

☐ The OFLA does not apply to your leave request.

☐ You have exhausted your OFLA leave entitlement in the applicable 12-month period.

PROPOSED

[1] If you fail to provide a complete and sufficient certification by the due date, we may (a) delay the commencement of your leave; or (b) withdraw any designation of FMLA leave, in which case your leave of absence may be unauthorized and subject to discipline, up to and including termination.

Alsea School District 7J

Code: GCBDA/GDBDA-AR(7)
Revised/Reviewed:

Fitness-for-Duty Certification

[**NOTE: THESE INSTRUCTIONS ARE NOT INTENDED TO BE INCLUDED WITH THE CERTIFICATION TO THE EMPLOYEE – DELETE THIS PARAGRAPH PRIOR TO REVIEW AND POSTING FOR USE.** ***Instructions for use of this sample form:*** *In order to condition an employee's return to work for the employee's own serious health condition on a Fitness-for-Duty Certification form, the district must have notified the employee in the Designation Notice that a fitness-for-duty certification would be required before returning to work. If the district did not require a fitness-for-duty certification in the Designation Notice, once an employee comes back, if the district has concerns (based on evidence, not speculation) about the employee's ability to perform the job, the district can get a fitness-for-duty certification based on the Americans with Disabilities Act Amendments Act (ADAAA), rather than FMLA and OFLA. Under OFLA, the district cannot obtain a second opinion for fitness-for-duty certification, and fitness-for-duty certifications must be sought pursuant to uniformly applied policy. The district must pay any out-of-pocket expenses paid to obtain a fitness-for-duty examination. This is a sample fitness-for-duty certification.*]

To: _____ Date: _____

From: _____

Subject: Fitness-for-Duty Certification

Family and medical leave for your own serious health condition ends on (date) _____. Prior to returning to work you must provide a Fitness-for-Duty Certification verifying whether you are able to return to work, if you have any job-related restrictions and the duration of any restrictions. Please take this Fitness-for-Duty Certification to your health care provider for completion. The district will use this Fitness-for-Duty Certification to determine if you are able to return to work after your leave.

Return the completed Fitness-for-Duty Certification to the district prior to the end of your Family and Medical Leave or by (date) _____.

.....

Fitness-for-Duty Certification

Health Care Provider Completes this Section

Instructions: Please complete all sections in order for the district to determine if the employee is able to return to duty. The employee's position description or a list of essential duties (district specifies which) is attached to this form.

1. The employee is able to return to work full-time without restrictions: ☐ Yes ☐ No

   a. If yes, list the effective date: _____.
   b. If no, complete the following:

      (1) The employee will be able to return to work with no limitation on (date) _____.
      (2) I certify that from (date) _____ to (date) _____ the above named employee will be:

         (a) Unable to perform the physical requirements of their work; or
         (b) Is medically incapacitated: ☐ Totally ☐ Partially**

**If partially medically incapacitated, complete the following:

(c) Number of hours per day employee is able to work: _____.
(d) Number of days per week employee is able to work: _____.

(3) List any restrictions on the employee's work: _____

_____

_____

_____

_____ _____
Printed name of health care provider Type of practice

_____ _____
Signature of health care provider Date

Health care provider: Please return the completed form to the employee/patient.

Attached: Position description/description of essential duties (district specifies which).

PROPOSED

Alsea School District 7J

Code: **GCBDB/GDBDB**
Adopted: 1/13/16
Orig. Code: GCBDB/GDBDB

Early Return to Work

Efforts will be made, on a case -by -case basis, to reinstate ill or injured~~return~~ employees to work. The reinstatement~~Returns~~ will be within the requirements of the injury, the limitations of the law and the limitations of the district.

In the event an employee is not able to perform essential job functions completely after an illness or injury, the district will determine whether reasonable accommodations are appropriate that would provide a temporary light-duty assignment, restructuring of a position~~job~~ to include modified workdays~~work days~~, shift or part-time work, hours of work or modifications in facilities, equipment, special aids and services. Reasonable accommodations must not result in an undue hardship on the district~~ or students~~.

If an employee cannot be reasonably accommodated in their~~his/her~~ current position~~job~~, the district will review alternative assignments. The employee, if qualified, will be offered an available vacant position with or without reasonable accommodations. If recovery is ongoing, sick leave is exhausted and~~If~~ no other assignment is possible, the district may provide temporary unpaid leave as an accommodation~~,~~ in accordance with state and federal law~~, if recovery is ongoing and sick leave is exhausted~~.

The district will maintain current job descriptions for each position~~job category~~. Physical requirements for appropriate job categories will be established.

The superintendent will develop procedures as necessary to implement this policy.

END OF POLICY

Legal Reference(s):

ORS 659A.043 ORS 659A.046 OAR 436-110-0003 - 0900

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016). Americans with Disabilities Act Amendments Act of 2008.

Alsea School District 7J

Code: **GCBDB/GDBDB-AR**
Adopted: 1/13/16
Orig. Code: GCBDB/GDBDB-AR

Early Return to Work Procedures

1. Report injury to your supervisor immediately. Failure to do so could result in delay or denial of your worker's compensation claim.

2. If necessary to see a physician, pick-up, complete and return an 801 form to the office. The district will then inform the insurance carrier of the claim. Attached to the 801 will be a Return to Work Status form. Your physician should complete this form and return it to the district by the next working day.

3. Inform your physician that the district has an early return to work program and will provide light duty work. These duties may vary and will be developed to fit within your restrictions by the district. The light duty job may include portions of your regular work.

4. If you are not released for either regular or light duty work you must maintain weekly contact with your supervisor throughout the duration of any time off as a result of an on-the-job injury.

5. If you are released by your physician for either regular or light duty work, (part-time, temporary or modified) you must report to work on your next regularly scheduled shift.

6. Light duty/Modified jobs are temporary in duration and will be within the restrictions stated by your physician. Modified work will be offered to you in a written job offer letter.

7. The district, upon receiving new or additional information, will reevaluate the modified job and may reassign duties based on restrictions outlined by your physician.

8. The Early Return to Work Program will end when you, the injured worker, are released back to regular job duties, are declared medically stationary, or permanent restrictions are known. Should restrictions change and job duties be reassigned, you will be contacted and given a new job offer letter.

9. Failure to comply with these responsibilities may result in disciplinary action up to and including discharge.

I have read and understand the above information.

_____ _____

Employee Date

Alsea School District 7J

Code: GCBDC/GDBDC
Adopted: 5/13/21
Orig. Code(s): GCBDC/GDBDC

Domestic Violence, Harassment, Sexual Assault, or Stalking Leave

Definitions

1. "Covered employer" means an employer who employs six or more individuals in the state of Oregon for each working day through each of 20 or more calendar workweeks in the year in which the eligible employee takes leave to address domestic violence, harassment, sexual assault or stalking, or in the year immediately preceding the year in which an eligible employee takes leave for domestic violence, harassment, sexual assault or stalking.

2. "Eligible employee" means an employee who is a victim of domestic violence, harassment, sexual assault or stalking or is the parent or guardian of a minor child or dependent who is a victim of domestic violence, harassment, sexual assault or stalking.

3. "Protective order" means an order authorized by Oregon Revised Statute (ORS) 30.866, 107.095(1)(c), 107.700 - 107.735, 124.005 - 124.040 or 163.730 - 163.750 or any other order that restrains an individual from contact with an eligible employee or the employee's minor child or dependent.

4. "Victim of domestic violence" means an individual who has been a victim of abuse as defined by ORS 107.705; or any other individual designated as a victim of domestic violence by rule adopted under ORS 659A.805.

5. "Victim of harassment" means an individual against whom harassment has been committed as described in ORS 166.065 and any other individual designated as a victim of harassment by rule adopted under ORS 659A.805.

6. "Victim of sexual assault" means an individual against whom a sexual offense has been committed as described in ORS 163.467 or 163.525; or any other individual designated as a victim of sexual assault by rule adopted under ORS 659A.805.

7. "Victim of stalking" means an individual against whom stalking has been committed as described in ORS 163.732; or an individual designated as a victim of stalking by rule adopted under ORS 695A.805; or an individual who has obtained a court's stalking protective order or a temporary court's stalking protective order under ORS 30.866.

8. "Victim services provider" means a prosecutor-based victim assistance program or a nonprofit program offering safety planning, counseling, support or advocacy related to domestic violence, harassment, sexual assault or stalking.

A district (covered employer) shall allow an (eligible) employee to take reasonable leave for any of the following reasons:

1. To seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's minor child or dependent, including preparing for and participating in protective order proceedings or other civil or criminal legal proceedings related to domestic violence, harassment, sexual assault or stalking;

2. To seek medical treatment for or to recover from injuries caused by domestic violence or sexual assault to or harassment or stalking of the eligible employee or the employee's minor child or dependent;

3. To obtain or assist a minor child or dependent in obtaining counseling from a licensed mental health professional related to an experience of domestic violence, harassment, sexual assault, or stalking;

4. To obtain services from a victim services provider for the eligible employee or the employee's minor child or dependent;

5. To relocate or take steps to secure an existing home to ensure health and safety of the eligible employee or the employee's minor child or dependent.

The district may limit the amount of leave, if the employee's leave creates an undue hardship on the district.

The district shall not deny leave to an employee or discharge, threaten to discharge, demote, suspend or in any manner discriminate or retaliate against an employee with regards to promotion, compensation or other terms, conditions or privileges of employment as a result of taking such leave.

The employee shall give the district reasonable advanced notice of the employee's intent to take leave unless giving advance notice is not feasible.

The district may require the employee to provide certification that:

1. The employee or minor child or dependent is a victim of domestic violence, harassment, sexual assault, or stalking; and

2. The leave is taken for one of the identified purposes in this policy.

Sufficient certification includes:

1. A copy of a report from law enforcement indicating the employee or child or dependent was a victim of domestic violence, harassment, sexual assault, or stalking.

2. A copy of a protective order or other evidence from a court, administrative agency, or attorney that the employee appeared in or was preparing for a civil, criminal or administrative proceeding related to domestic violence, harassment, sexual assault, or stalking.

3. Documentation from an attorney, law enforcement officer, health care professional, licensed mental professional or counselor, member of the clergy or a victim services provider that the employee, employee's child or dependent was undergoing counseling, obtaining services or relocating as a result of domestic violence, harassment, sexual assault, or stalking.

All records and information kept by the district regarding the employee's leave, including the request or obtaining of leave is confidential and may not be released without the express permission of the employee unless otherwise required by law. This information will be kept in a file separate from the employee's personnel file.

The employee may use accrued paid leave, including personal, sick, or accrued vacation leave. The employer may choose the order in which paid accrued leave is to be used when more than one type of paid leave is available, consistent with Board policies and/or any collective bargaining agreement.

END OF POLICY

Legal Reference(s):

ORS 192.355(38) ORS 659A.270 - 659A.290

Alsea School District 7J

Code: GCBDC/GDBDC-AR
Revised/Reviewed:

Request for Domestic Violence, Harassment, Sexual Assault or Stalking Leave

(For employers who employ six or more employees)

PLEASE PRINT

Where the need for the leave may be anticipated, a written request for leave under Oregon Revised Statute (ORS) 659A.270 - 659A.285 shall be made at least [30] days prior to the date the requested leave is to begin. In emergency situations, oral or written notice as soon as practical is allowed.

Name of Eligible Employee _____ Effective Date of the Leave _____

Department _____ Title _____

Status: □ Full-time □ Part-time □ Temporary Hire Date _____ Length of Service _____

The requested leave is for:

- □ Myself
- □ My minor child or dependent

The leave is for:

- □ To seek legal or law enforcement assistance or remedies to ensure the health and safety of the eligible employee or the eligible employee's minor child or dependent.
- □ To seek medical treatment for or to recover from injuries caused by domestic violence, harassment, sexual assault or stalking for the eligible employee or the eligible employee's minor child or dependent.
- □ To obtain or assist the eligible employee's minor child or dependent in obtaining counseling from a licensed mental health professional related to an experience of domestic violence, harassment, sexual assault or stalking.
- □ To obtain services from a victim services provider for the eligible employee or the eligible employee's minor child or dependent.
- □ To relocate or take steps to secure an existing home to ensure the health and safety of the eligible employee or the eligible employee's minor child or dependent.

The following has been provided by the employee to certify the leave:

- □ A copy of a report from law enforcement indicating that the eligible employee or the eligible employee's minor child or dependent was a victim or alleged victim of domestic violence, harassment, sexual assault or stalking.

- □ A copy of a protective order or any other order that restrains an individual from contact with an eligible employee or the employee's minor child or dependent, evidence from a court, administrative agency or attorney that the eligible employee appeared in or is preparing for a civil or criminal proceeding related to domestic violence, harassment, sexual assault or stalking or other order authorized by ORS 30.866, 107.095(1)(c), 107.700 - 107.735, 124.005 - 124.040 or 163.730 - 163.750.

- □ Documentation from an attorney, law enforcement officer, health care professional, licensed mental health professional or counselor, member of the clergy or victim services provider with or from whom the eligible employee or the eligible employee's minor child or dependent is receiving services.

I understand that I may use accrued paid leave, including personal and sick leave or accrued vacation leave. The district requires me to use any accrued sick leave, vacation, personal leave days or other paid time established by Board policy(ies) and/or collective bargaining agreement in the order specified by the district.

If my request for a leave is approved, it is my understanding that without an authorized extension when the need for an extension could be anticipated, I must report to duty on the first workday following the date my leave is scheduled to end. I understand that failure to do so will constitute unequivocal notice of my intent not to return to work and the district may terminate my employment. I understand if I am unable to return to work following the period of authorized leave I will notify my employer as soon as practical and provide any required information which will allow my employer to determine my eligibility for an extension of leave.

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

Signature of Employee: _____ Date: _____

PROPOSED

Alsea School District 7J

Code: **GCBDD/GDBDD**
Adopted: 6/08/16
Orig. Code(s): GCBDD/GDBDD

Sick Time

"Employee" means an individual who is employed by the district and who is paid on an hourly, stipend or salary basis, and for whom withholding is required under Oregon Revised Statute (ORS) 316.162-316.221. The definition does not include volunteers or independent contractors.

Employees qualify to begin earning and accruing sick time on the first day of employment with the district.

A district employing 10 or more employees shall allow an eligible employee to access up to 40 hours of paid sick time per year. Paid sick time shall accrue at the rate of at least one hour of paid sick time for every 30 hours the employee works, or 1-1/3 hours for every 40 hours the employee works.

An employee is limited to ~~accruing~~ using no more than 40 hours of sick time in a year. Sick time does not carry over to the next school year.

Sick time shall be taken in hourly increments and may be used for the employee's or a family member's[1] mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive care, or for reasons consistent with the Family Medical Leave Act (FMLA) or OFLA. Sick time may also be used in the event of a public health emergency.

The use of sick time may not lead to, or result in, an adverse employment action against the employee.

The district reserves the right after three consecutive days of absence, to require proof of personal illness or injury from an employee, including a medical examination by a physician chosen and paid for by the district. An employee refusing to submit to such an examination or to provide other evidence as required by the district, shall be subject to appropriate disciplinary action, up to and including dismissal.

When the reason for sick time is consistent with FMLA/OFLA leave, the sick time and the FMLA/OFLA leave may run concurrently.

When the reason for sick time is consistent with ORS 332.507, the sick time and leave pursuant to ORS 332.507 may run concurrently.

If the reason for sick time is a foreseeable absence, the district may require the employee to provide advance notice of their intention to use sick time within 10 days of the requested sick time, or as soon as practicable. When the employee uses sick time for a foreseeable absence, the employee shall take

[1] "Family member" is defined by the Oregon Family Leave Act (OFLA).

reasonable effort to schedule the sick time in a manner that does not unduly disrupt the operations of the district (e.g., grading deadlines, inservice training, mandatory meetings).

If the reason for sick time is unforeseeable, such as an emergency, accident or sudden illness, the employee shall notify the district consistent with the reporting time established by the district or as soon as practicable.

The district shall establish a standard process to track the eligibility for sick time of a substitute.

END OF POLICY

Legal Reference(s):

ORS 332.507
ORS 342.545
ORS 342.610
ORS 653.601 to -653.661
ORS 659A.150 to -659A.186

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).
Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601-2654 (2012); Family and Medical Leave Act of 1993, 29 C.F.R. Part 825 (2016).
Americans with Disabilities Act Amendments Act of 2008.

Alsea School District 7J

Code: **GCBE/GDBE**
Adopted: 6/08/16
Orig. Code: GCBE/GDBE

Vacations and Holidays

All classified employees hired on an annual or twelve month basis shall be granted a paid vacation.

Vacations shall normally be taken during summer recess. All vacations shall be approved by the superintendent.

Vacation time shall be nonaccumulative. Any vacation not taken by the end of the summer recess shall be forfeited, except that for the convenience of the district, an extension may be granted by the Board. Payments in lieu of vacation will not be made.

Salaried employees shall receive a paid vacation equivalent to two normal work weeks for a full year of employment. Upon completion of 10 years continuous employment, one additional vacation day is granted per year, up to 5 years, with a maximum of 15 days vacation. Vacation time for periods of less than a full year shall be computed at the rate of 9/10ths of a day for each month or major fraction thereof of employment, computed to the nearest full day, provided that such an employee shall have worked to the start of the summer recess.

Classified employees hired on an annual or twelve months basis shall be granted the following paid holidays:

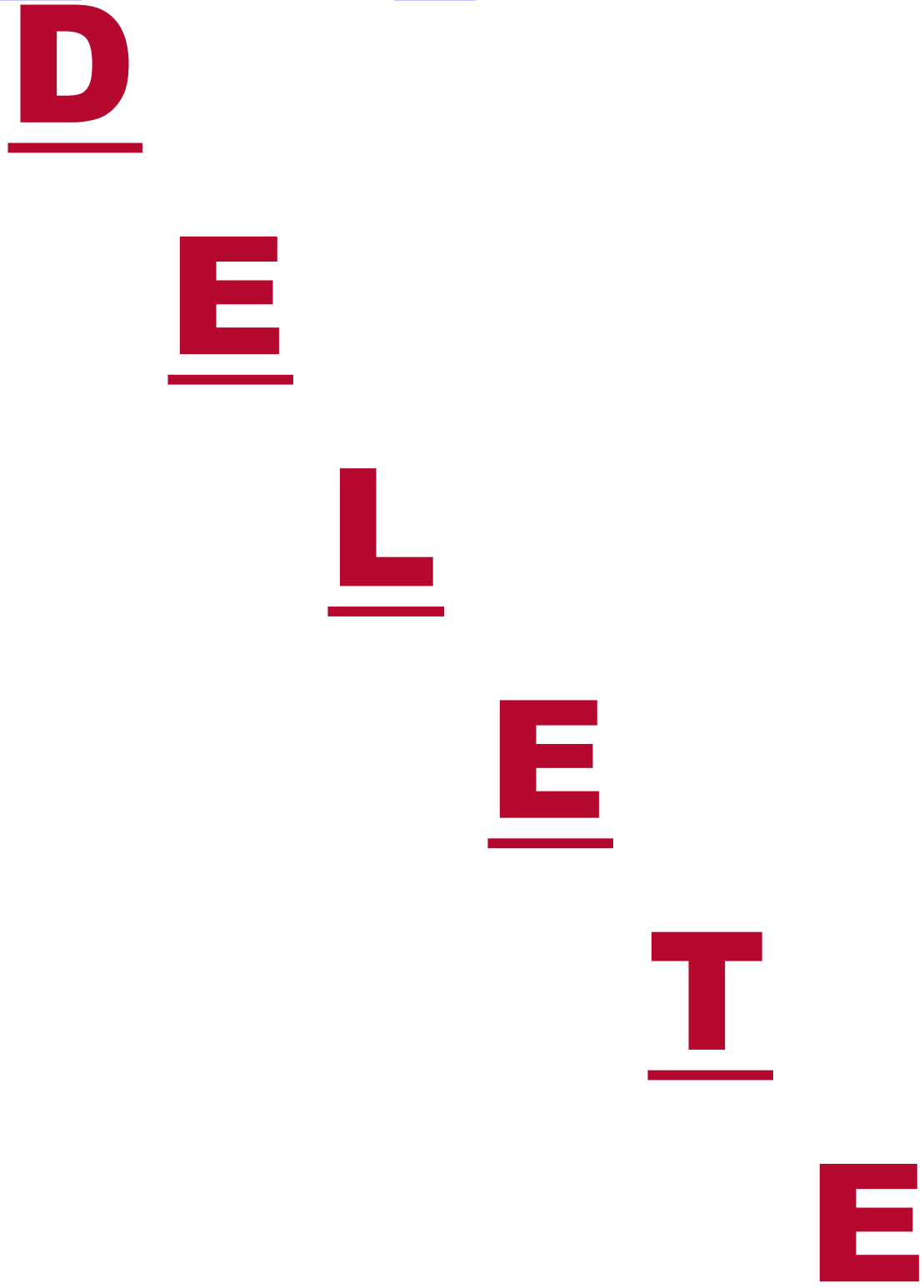
1. Independence Day;
2. Labor Day;
3. Thanksgiving day and the day after;
4. Memorial Day;
5. Veterans Day;
6. Presidents' Day;
7. Christmas day, plus one and one-half days during Christmas vacation;
8. New Year's Day;
9. Spring break (one day during regular spring vacation – not more than two employees off on any one day).

Licensed staff will follow collective bargaining agreement.

END OF POLICY

Legal Reference(s):

ORS 187.010 ORS 336.010



Alsea School District 7J

Code: GCC
Adopted:

Recruitment of Licensed Staff *

The superintendent will develop and maintain a recruitment program designed to attract licensed personnel to the district.

It is the responsibility of the superintendent, with the assistance of other district administrators, to determine the personnel needs of the district and to locate suitable candidates to recommend for employment by the district. Those factors considered will include, but not be limited to, the diverse characteristics of the district.

The search for licensed staff members may extend to a variety of educational institutions and geographical areas.

Present employees who meet the stated requirements are encouraged to apply for any vacant district position.

END OF POLICY

Legal Reference(s):

ORS 326.051
ORS 332.505
ORS 342.934
ORS 659.805
ORS 659.850
ORS 659A.009
ORS 659A.029
ORS 659A.030
ORS 659A.109
ORS 659A.142
ORS 659A.145
ORS 659A.233
ORS 659A.236
ORS 659A.309
ORS 659A.409

OAR 581-021-0045

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2012).
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2012).
Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2012).
Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2012).
Rehabilitation Act of 1973, 29 U.S.C. §§ 503, 791, 793-794 (2012).
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2012).
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (2012).
Title II of the Genetic Information Nondiscrimination Act of 2008.

PROPOSED

Alsea School District 7J

Code: **GCDA/GDDA**
Adopted: 6/13/17
Orig. Code: GCDA/GDDA

Criminal Records Checks/Fingerprinting

In a continuing effort to further ensure the safety and welfare of students and staff, the district shall require criminal records checks and fingerprinting of all newly hired full-time and part-time employees. Others having direct, unsupervised contact with students shall also have criminal records checks and fingerprinting, as required by law.

"Direct, unsupervised contact" means contact with students that provides the person opportunity and probability for personal communication or touch.

In addition to the newly hired employees, such checks shall be required of the following:

1. All district contractors and/or their employees, whether employed part-time or full-time;

2. All contractors and/or their employees who provide early childhood special education or early intervention services in accordance with rules established by the Oregon Department of Education, Child Care Division;

3. Any community college faculty member providing instruction at the site of an early childhood education program or at a school site as part of an early childhood program;

4. An individual who is an employee of a public charter school.

An individual who has failed to disclose the presence of criminal convictions that would not otherwise prevent his/her employment with the district as provided by law may be employed or contracted with, by the district. The district's use of criminal history must be relevant to the specific requirements of the position, services or employment.

The district shall begin the employment of an individual or terms of a district contractor on a probationary basis pending the return and disposition of criminal records checks and/or fingerprinting. The service of a volunteer may begin on a probationary basis pending the return and disposition of a criminal records check.[1]

The superintendent shall develop administrative regulations as necessary to meet the requirements of law.

END OF POLICY

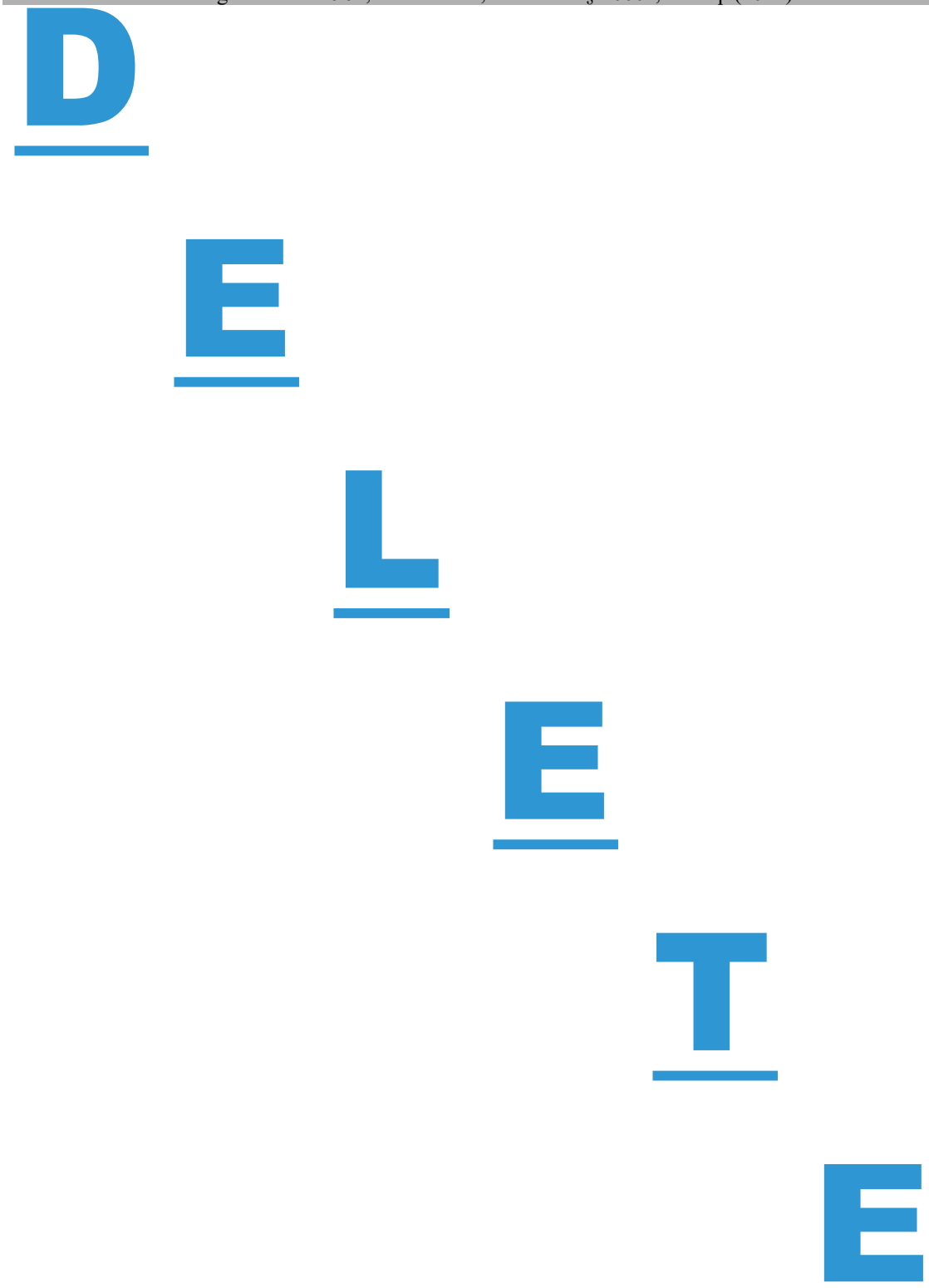
Legal Reference(s):

ORS 181A.180
ORS 181A.230
ORS 326.603
ORS 326.607
ORS 332.107
ORS 336.631
ORS 342.143
ORS 342.223
OAR 414-061-0010 – 061-0030

[1] ~~Fingerprints or criminal records check doc~~

OAR 581-021-0510 – 021-0512 OAR 581-022-2430 OAR 584-050-0012

Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et. seq. (2012).



Alsea School District 7J

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

Family Leave *

Coverage

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

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

Employee Eligibility

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

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

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

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

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

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

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

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

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

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

2. Is eligible to take OFLA leave:

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

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

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

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

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

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

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

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

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

Qualifying Reason

Eligible employees may access FMLA leave for the following reasons:

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

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

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

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

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

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

Eligible employees may access OFLA for the following reasons:

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

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

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

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

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

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

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

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

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

Definitions

1. Family member:

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

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

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

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

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

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

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

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

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

2. Child:

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

3. In loco parentis:

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

4. Next of kin:

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

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

5. Covered servicemembers:

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

6. Covered veteran:

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

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

7. Public health emergency:

For OFLA a public health emergency means;

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

Leave Period

For the purposes of calculating an employee's leave period, the district will use the calendar year (July-June). The same method for calculating the 12-month period for FMLA and OFLA leave entitlement shall be used for all employees. However, in all instances, the leave period for the purposes of OMFLA and Military Caregiver Leave under FMLA shall be dependent on the start of any such leave regardless of the district's designated 12-month leave period described above.

Leave Duration

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

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

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

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

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

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

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

Intermittent Leave

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

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

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

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

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

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

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

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

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

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

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

Alternate Work Assignment

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

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

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

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

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

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

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

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

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

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

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

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

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

If an eligible employee is transferred to an alternative position, and as a result the employee works fewer hours than the employee was working in the original position, the employee's FMLA and/or OFLA leave time is determined by calculating the difference between the employee's normal work schedule and the

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number of hours the employee actually works during the leave period. The result of such calculation is credited against the eligible employee's leave entitlement.

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

Special Rules for School Employees

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

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

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

1. Foreseeable Intermittent Leave Exceeding 20 Percent of Working Days

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

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

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

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

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

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

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

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

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

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

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

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

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

Paid/Unpaid Leave

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

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

When the district does not have sufficient information to make a determination of whether the leave qualifies as FMLA or OFLA leave, the district will provide the required notice promptly when the

information is available but no later than two working days after the district has received the information. Oral notices will be confirmed in writing no later than the following payday. If the payday is less than one week after the oral notice is given, written notice will be provided no later than the subsequent payday.

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

Benefits and Insurance

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

During an OFLA qualified leave an eligible employee does not accrue seniority or other benefits that would have accrued while the employee was working, unless the terms of a collective bargaining agreement, other agreement or other employer's policy provide otherwise.[12] The eligible employee is also subject to layoff to the same extent similarly situated employees not taking OFLA leave are subject unless the terms of an applicable collective bargaining agreement, other agreement or the district's policies provide otherwise.

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

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

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

Fitness-for-Duty Certification

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

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

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

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

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

Application

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

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

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

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

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

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

Medical Certification

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

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

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

Second and Third Opinions

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

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

Notification

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

Record Keeping/Posted Notice

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

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

The district will post notice of FMLA[13] and OFLA[14] leave requirements.

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

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

Federal vs. State Law

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

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

PROPOSED

Alsea School District 7J

Code: **GCBDA/GDBDA-AR(2)**
Revised/Reviewed: 3/11/21
Orig. Code(s): GCBDA/GDBDA-AR(2)

Employee Request for ~~OFLA~~ Family and Medical Leave

PLEASE PRINT

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

Name _____ Effective Date of the Leave _____

Department _____ Title _____

Status: □ Full-time □ Part-time □ Temporary

Hire Date _____ Length of Service _____

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

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

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

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

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

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

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

3. ☐ ~~In order t~~To care for a family member[2] with a serious health condition. (District: Use GCBDA/GDBDA-AR(3)(B) Certification Form)

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

[2] "Family member" ~~means the spouse, child of the employee (biological, adopted, foster or step child, a legal ward or child of the employee standing "in loco parentis"), custodial parent, noncustodial parent, biological parent, adoptive parent, stepparent or foster parent, individual who was in loco parentis to the employee when the employee was a child, grandparent, grandchild, parents-in-law or the parents of the employee's registered domestic partner~~ for purposes of FMLA and OFLA leave, means the

☐ Leave to start _____ Expected return date _____

Please check one: □ ~~s~~Spouse[3], □ ~~c~~Child, ~~(including the biological, grandchild, adopted, foster child or stepchild of an employee or a child with whom the employee is or was in a relationship of "in loco parentis")~~ □ ~~p~~Parent, ~~(biological parent of an employee or an individual who stood "in loco parentis" to an employee when the employee was a child)~~, ~~□ custodial parent~~ □ Individual who was in *loco parentis* when the employee was a child, ~~□ noncustodial parent □ biological parent □ adoptive parent □ stepparent or foster parent □ grandparent~~ □ pParent-in-law or parent of the employee's registered domestic partner (OFLA leave only) ~~□ grandchild~~ □ Custodial parent □ Noncustodial parent □ Adoptive parent □ Stepparent, □ Foster parent, □ Grandparent (OFLA only), □ Grandchild (OFLA only)

Please state name and address of relation:

Name _____ Address _____

~~Describe serious health condition~~Does the condition render the family member unable to perform daily activities? _____

_____

4. ☐ ~~A s~~Sick child leave due to the closure of a child's school or child care provider.

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

Describe _____

_____

Leave to start _____ Expected return date _____

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

_____

6. ☐ ~~In order t~~To care for a child with a condition requiring home care which does not meet the definition of serious health condition and is not life threatening or terminal. ~~□ Yes □ No~~ (OFLA leave only)

~~Have you taken OFLA leave in the past 12 months? □ Yes □ No~~
~~If yes, how many workdays? _____~~

_____

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

[3] "Spouse" means individuals in a marriage, including "common law" marriage, same-sex marriage or same sex individuals with a Certificate of Registered Domestic Partnership.

~~7.~~ ☐ ~~Leave for the spouse of a military personnel when they have been notified of an impending~~
~~8.~~7. ~~call to active duty, ordered to active duty, or has been deployed or is on leave from deployment.~~ A qualifying exigency arising from an employee's spouse, son, daughter, or parent who is a covered servicemember as defined in GCBDA/GDBDA-AR(1), or leave for the spouse per each deployment of the spouse when the spouse has either been notified of an impending call to active duty, has been ordered to active duty, or has been deployed or on leave from deployment. (District: Use GCBDA/GDBDA-AR(3)(C) Certification Form)

~~9.~~8. ☐ To care for a spouse, child, parent, or next of kin[4] who is a covered servicemember with a serious illness or injury incurred in the line of duty or active duty in the armed forces. Has leave been taken for the same servicemember and the same injury? ☐ Yes ☐ No (District: Use GCBDA/GDBDA-AR(3)(D) Certification Form) If yes, when was the leave taken and for how many work days? _____

~~10.~~9. ☐ For ~~T~~the death of a family member.[5] (OFLA only)

I understand that the district requires me to use any available accrued sick leave, vacation, personal leave days or other available paid time established by Board policy(ies) and/or collective bargaining agreement in the order specified by the district and before taking leave without pay, for the leave period.

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

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

I have been provided a copy of the district's family and medical leave policy with this OFLA leave request form.

Signature of Employee: _____ Date: _____

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

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

Alsea School District 7J

Code: GCBDA/GDBDA-AR(3)(A)
Revised/Reviewed:

Certification of Health Care Provider

Employee's Serious Health Condition

To be Completed by the District:

The Family Medical Leave Act (FMLA) provides that a district may require an employee seeking FMLA leave protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Employees may not be asked to provide more information than allowed under the FMLA regulations. The district will maintain records and documents relating to medical certification, recertifications or medical histories of employee's family members, created for FMLA purposes, as confidential medical records in separate files from personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Discrimination Act applies.

District contact person: _____

Employee's job title: _____ Regular work schedule: _____

Employee's essential job functions: _____

_____

Check if job description is attached: □

Return this completed form on _____ (date) (must be at least 15 days after employee is notified of this requirement).

To be Completed by the Employee:

Complete the information below before giving this form to your family member or their medical provider. The return of this form is required to obtain or retain the benefit for FMLA protections. Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request.

Employee's name: _____
First Middle Last

To be Completed by Health Care Provider:

Your patient has requested leave under the FMLA. Answer fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be the best estimate based upon your medical knowledge, experience and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown" or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29. C.F.R. §1635.3(e) or the manifestation of disease or disorder in the employee's family members, as defined in 29 C.F.R. 1635.3(b). Extra space is provided, should you need it. Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice/medical specialty: _____

_____

Telephone: (___) _____ Fax: (___) _____

Email: _____

Medical Facts

1. The approximate date the condition commenced: _____

   The probable duration of the condition: _____

   Was the patient admitted for an overnight stay in a hospital, hospice or residential medical care facility?
   □ Yes □ No If yes, dates of admission: _____

   List the dates(s) you treated the patient for the condition: _____

   Was medication, other than over-the-counter medication, prescribed? □ Yes □ No

   Will the patient need to have treatment visits at least twice per year due to the condition? □ Yes □ No

   Was the patient referred to other health care provider(s) for evaluation or treatment (e.g. physical therapist)?
   □ Yes □ No

   If yes, state the nature of such treatments and expected duration of treatment:

   _____

   _____

2. Is the medical condition pregnancy? □ Yes □ No

   If yes, expected delivery date: _____

3. Use the information provided by the district in the "To be Completed by the District" section to answer this question. If the district fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of their job functions.

   Is the employee unable to perform any of his/her job functions due to the condition? □ Yes □ No

   If yes, identify the job functions the employee is unable to perform:

   _____

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis or any regimen of continuing treatment such as the use of specialized equipment):

   _____

   _____

   _____

Amount of Leave Needed

1. Will the employee be incapacitated for a single continuous period of time due to their medical condition, including any time for treatment and recovery? □ Yes □ No

   If yes, estimate the beginning and ending dates for the period of incapacity: _____

   _____

2. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? □ Yes □ No

   If yes, are the treatments or the reduced number of hours of work medically necessary? □ Yes □ No

   Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

   _____

   Estimate the part-time or reduced work schedule the employee needs, if any:

   _____ hour(s) per day; _____ days per week from _____ through _____

3. Will the condition cause episodic flare-ups periodically preventing the employee from performing their job functions? □ Yes □ No

   Is it medically necessary for the employee to be absent from work during the flare-ups? □ Yes □ No

   If yes, explain: _____

   _____

   Based upon the employee's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the employee may have over the next six months (e.g. one episode every three months lasting one to two days):

   Frequency: _____ times per _____ week(s) _____ month(s)

   Duration: _____ hours or _____ day(s) per episode

Additional Information (Identify the question number with your additional answer):

_____

_____

_____

_____

_____

_____ _____

Signature of health care provider Date

Alsea School District 7J

Code: GCBDA/GDBDA-AR(3)(B)
Revised/Reviewed:

Certification of Health Care Provider

Family Member's Serious Health Condition

To be Completed by the District:

The Family Medical Leave Act (FMLA) provides that a district may require an employee seeking FMLA leave protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Employees may not be asked to provide more information than allowed under the FMLA regulations. The district will maintain records and documents relating to medical certification, recertifications or medical histories of the employee's family members, created for FMLA purposes, as confidential medical records in separate files from personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

District contact person: _____

Employee's job title: _____ Regular work schedule: _____

Employee's essential job functions: _____

_____

Check if job description is attached: ☐

Return this completed form on _____ (date) (must be at least 15 days after employee is notified of this requirement).

To be Completed by the Employee:

Complete the information below before giving this form to your family member or their medical provider. The return of this form is required to obtain or retain the benefit for FMLA protections. Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request.

Employee's name: _____
First Middle Last

Relationship and name of family member for whom employee will provide care: _____
Relationship

_____
First Middle Last

If the family member is your child, please provide their date of birth: _____

PROPOSED

Describe the care you will provide to your family member and estimate the leave needed to provide such care:

_____

_____

_____

_____ _____

Employee signature Date

To be Completed by Health Care Provider:

The employee listed above has requested leave under the FMLA to care for your patient. Answer fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be the best estimate based upon your medical knowledge, experience and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), C.F.R. § 1635.3(b). Extra space is provided, should you need it. Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice/medical specialty: _____

Telephone: (___) _____ Fax: (___) _____

Email: _____

Medical Facts

1. The approximate date the condition commenced: _____

   The probable duration of the condition: _____

   Was the patient admitted for an overnight stay in a hospital, hospice or residential medical care facility?
   □ Yes □ No If yes, dates of admission: _____

   List the dates(s) you treated the patient for their condition: _____

   Was medication, other than over-the-counter medication, prescribed? □ Yes □ No

   Will the patient need to have treatment visits at least twice per year due to the condition? □ Yes □ No

   Was the patient referred to other health care provider(s) for evaluation or treatment (e.g. physical therapist)?
   □ Yes □ No

   If yes, state the nature of such treatments and expected duration of treatment:

   _____

   _____

2. Is the medical condition pregnancy? ☐ Yes ☐ No

   If yes, expected delivery date: _____

3. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis or any regimen of continuing treatment such as the use of specialized equipment):

   _____

   _____

   _____

Amount of Leave Needed

When answering these questions, keep in mind that your patient's need for care from the employee seeking leave may include assistance with basic medical, hygienic, nutritional, safety or transportation needs, or the provision of physical or psychological care.

1. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? ☐ Yes ☐ No

   If yes, estimate the beginning and ending dates for the period of incapacity: _____

   _____

   During this time, will the patient need care? ☐ Yes ☐ No

   Explain the care needed by the patient and why such care is medically necessary:

2. Will the patient require follow-up treatments, including any time for recovery? ☐ Yes ☐ No

   Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period: _____

   _____

   Explain the care needed by the patient, and why such care is medically necessary: _____

   _____

   _____

3. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery? ☐ Yes ☐ No

   Estimate the hours the patient needs care on an intermittent basis, if any:

   _____ hour(s) per day; _____ days per week from _____ through _____

   Explain the care needed by the patient, and why such care is medically necessary: _____

   _____

   _____

4. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? ☐ Yes ☐ No

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next six months (e.g. one episode every three months lasting one to two days):

Frequency: _____ times per _____ week(s) _____ month(s)

Duration: _____ hours or _____ day(s) per episode

Does the patient need care during these flare-ups? ☐ Yes ☐ No

Explain the care needed by the patient, and why such care is medically necessary: _____

_____

_____

Additional Information (Identify the question number with your additional answer):

_____

_____

_____

_____

_____

_____ _____

Signature of health care provider Date

PROPOSED

Alsea School District 7J

Code: GCBDA/GDBDA-AR(3)(C)
Revised/Reviewed:

Military Family Leave

Certification of Qualifying Exigency for Military Family Leave

Section 1: (To be completed by the district)

The Family Medical Leave Act (FMLA) and the Oregon Military Family Leave Act (OMFLA) provide that a district may require an employee seeking FMLA or OMFLA leave due to a qualifying exigency or due to notification of impending call to active duty or deployment to submit a certification. Employees may not be asked to provide more information than allowed under the FMLA or OMFLA regulations.

District Name and Address: _____

[Superintendent or designee] information: _____

Section 2: (To be completed by the employee)

Complete the information below fully and completely. The FMLA or OMFLA permits the district to require that you submit a timely, complete and sufficient certification to support a request for FMLA or OMFLA leave due to a qualifying exigency or due to notification of impending call to active duty or deployment. Several questions in this section seek a response as to the frequency or duration of the qualifying exigency. Be as specific as you can; terms such as "lifetime," "unknown" or "indeterminate" may not be sufficient to determine FMLA or OMFLA coverage. Your response is required to obtain a benefit. While you are not required to provide this information, failure to do so may result in a denial of your request for qualifying leave. The district must give you at least 15 calendar days to return this form to the district.

Employee's name: _____
First Middle Last

Name of covered military member on active duty or call to active duty status in support of a contingency operation:

_____
First Middle Last

Relationship of covered military member to you: _____

Period of covered military member's active duty: _____

A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes written documentation confirming a covered military member's active duty or call to active duty status in support of a contingency operation. Please check one of the following and attach the indicated document to support that the military member is on covered active duty or called to covered active duty status:

- ☐ A copy of the covered military member's active duty orders is attached.
- ☐ Other documentation from the military certifying that the covered military member is on active duty (or has been notified of an impending call to active duty).
- ☐ I have previously provided the district with sufficient written documentation confirming the covered military member's active duty or call to active duty status.

Part A: Qualifying Reason for Leave

1. Describe the reason you are requesting qualifying leave due to a qualifying exigency (include the specific reason you are requesting leave):

_____

_____

_____

2. Describe the reason you are requesting OMFLA leave (include the specific reason below, either a) an impending call or order to active duty, or b) impending leave from deployment):

_____

_____

3. A complete and sufficient certification to support a request for qualifying leave due to a qualifying exigency includes any available written documentation which supports the need for leave; such documentation may include a copy of a meeting announcement for information briefings sponsored by the military a document confirming the military member's Rest and Recuperation Leave; a document confirming an appointment with a third party, such as a counselor, school official or staff at a care facility; or a copy of a bill for services for the handling of legal or financial affairs. Is available written documentation supporting this request for leave attached? ☐ Yes ☐ No ☐ None available

Part B: Amount of Leave Needed

1. The approximate date the qualifying exigency or deployment commenced or will commence is:

_____.

The probable duration of such exigency or deployment is: _____

2. Will you need to be absent from work for a single continuous period of time due to the qualifying exigency or deployment? ☐ Yes ☐ No

If yes, estimate the beginning and ending dates for the period of absence: _____

3. Will you need to be absent from work periodically to address this qualifying exigency or deployment?
☐ Yes ☐ No
If yes, estimate the schedule of leave, including the dates of any scheduled meetings or appointments:

_____

_____

4. Estimate the frequency and duration of each appointment, meeting or leave event, including any travel time (i.e. one deployment-related meeting every month lasting four hours) (FMLA only):

Frequency: _____ times per _____ week(s) _____ month(s)

Duration: _____ hours or _____ day(s) per event

PROPOSED

Part C: Third Party Certification

If leave is requested to meet with a third party (such as to arrange for childcare, to attend counseling, to attend meetings with school or childcare providers, to make financial or legal arrangements, to act as the covered military member's representative before a federal, state or local agency for purposes of obtaining, arranging or appealing military service benefits, or to attend any event sponsored by the military or military service organizations), a complete and sufficient certification includes the name, address and appropriate contact information of the individual or entity with whom you are meeting (i.e. either the telephone or fax number or email address of the individual or entity). This information may be used by the district to verify that the information contained on this form is accurate (FMLA only).

Name of individual: _____ Title: _____

Organization: _____

Address: _____

Telephone: (___) _____ Fax: (___) _____

Email: _____

Describe the nature of the meeting: _____

Part D: Employee Signature

I certify that the information I provided above is true and correct. (For OMFLA leave purposes, notice must be given by the employee within five business days of receiving an official notice.)

_____ _____

Signature of employee Date

PROPOSED

Alsea School District 7J

Code: **GCEC**
Adopted: 1/13/16
Orig. Code: GCEC

Job Sharing

Job sharing shall be defined as the sharing and occupation of a single staff position by two individuals.

Applicants for job sharing must submit an application, in writing, to the superintendent and supporting documentation as necessary by April 1 for the following year.

Both the applicants shall be current to the district staff members; however, the superintendent may make an exception if, in his or her judgment, the assignment of a nonstaff applicant would enhance instruction.

The district shall provide notice to the parents of the students to be affected prior to approval of the application.

Job sharing shall terminate at the end of each school year. Reapplication must be made if the two parties desire to continue in the Job Sharing Program.

Fringe benefits shall be divided appropriately between the two staff members; however, an employee may receive full benefits if the employee pays the difference.

All leaves and holiday pay normally accrued by an employee shall be divided appropriately between the two staff members.

Except in the case of illness, emergencies or leave, job-sharing staff will be requested to substitute for each other. The substitute staff shall be paid at their rate of pay prorated for the time in substitution.

Attendance of both parties, without additional compensation, shall be required during those days noted as in-service and parent-student-teacher conferences. During report card preparation and other work days, collaboration is expected, but teachers are only required to be present on a pro-rata basis. One teacher shall attend all staff meetings. Both teachers are responsible for any information disseminated and implementing decisions made at the staff meetings.

At the conclusion of the school year, the employee shall suffer no loss of employment rights, including permanent status in effect prior to taking the shared position.

Permanent status and tenure will be maintained in a manner consistent with state statute. Full-time employees who wish to job share must secure a one-half time unpaid leave of absence if it is their desire to return to a full-time position. The teacher may return by notifying the district in writing by April 15 prior to the school year ~~he/she~~ their wishes to return to full-time teaching. The return will be to a position that is similar and available and is to begin with the fall term.

The superintendent shall develop schedules, assign duties, provide for preparation periods, etc., as if a single person were assigned to the position. It shall be the responsibility of the two parties to divide their time so that these arrangements are equitable.

Staff entering job sharing shall be placed on the salary schedule according to their experience, training and district policy. Compensation for each member will be equal to the salary designated for each placement.

Job-sharing staff shall confer at least weekly with respect to joint lesson planning and organization.

Both teachers shall assume responsibility for maintenance of student education records, report cards, portfolios and the appearance of the classroom.

The district reserves the right to terminate the job-sharing position upon 30-days' notice and, in the event of an emergency, may terminate the shared time position on 24-hours' notice.

Both staff members shall be observed and evaluated individually as provided by district policy.

Amendments to this policy will only be made after consulting with an Alsea Education Association office holder or ~~his/her~~ designee.

END OF POLICY

Legal Reference(s):

ORS 332.107

Eugene Education Association v. Eugene School District 4J, Case Nos. UP-8-87 and UP-18-87, 9 PECBR 9391 (1987); rev'd, 91 Or. App. 78 (1988); vacated and remanded, 306 Or. 659 (1988).

Alsea School District 7J

Code: **GCEC-AR**
Adopted: 1/13/16
Orig. Code: GCEC-AR

Job Sharing Agreement

The undersigned do hereby agree to the following conditions of job sharing:

1. A shared assignment is requested by:

   _____; and

   _____;

2. This agreement is for the _____ school year. This agreement shall be in effect for one year, with no guarantee of continuing the partnership program beyond the term of this agreement. Job sharing may continue, subject to annual review by the superintendent. When this agreement discontinues, the district will place staff where needed;

3. The superintendent will approve the daily/weekly work schedule for the year;

4. Both staff members will have part-time status, receiving an appropriate percentage of their salary, including the increment, based on their salary schedule placement;

5. Each employee's half-time, full-year work will count one year toward permanent status and one year toward seniority;

6. Each employee will receive holiday pay and leave on a prorated basis;

7. Both employees' agree that the district will pay an appropriate percentage of their fringe benefits package (not to exceed the expense of one employee);

8. Each employee shall assume responsibility for a cooperative balance of work hours, of the required duties of their portion of the school day, and of their scheduled hours on teacher work days. Each teacher shall also assume responsibility for maintaining student education records, inventories and room appearance;

9. Both teachers are responsible for complete lesson plans and each shall confer with the other at least once per week to ensure that district curriculum goals and bench marks are being met;

10. One teacher shall participate in each staff meeting and will be responsible for communicating the relevant information to the other. Both teachers shall participate in parent-student-teacher conferences, required school-sponsored evening activities, scheduled in-services and out-of-classroom activities, such as field trips and excursions, when such activities span both teachers' portions of the instructional day without additional compensation;

11. Both teachers will report student progress in their areas of instructional responsibility with a coordinated report for social/citizenship aspects of grading;

12. Both teachers will plan and implement appropriate room arrangements and will cooperatively develop and maintain consistent classroom management standards;

13. Parents will be contacted by individual teachers as problems arise. A conference between both teachers and the parents will be scheduled when the problem is common to both teachers;

14. Both staff members agree to substitute for the other, whenever possible. When this occurs the substitute staff shall be paid at their rate of pay prorated for the time in substitution;

15. Job performance responsibilities will comply with all policy and contractual stipulations;

16. Both staff members will be observed and evaluated annually as stipulated in district policy and the contract;

17. Both teachers acknowledge that the work they will be required to do under this contract, such as dual appearance at in-services, conferences and the like, will not be compensated as extra work;

18. If either employee is unable to complete the job sharing assignment, the district retains the right to assign the remaining employee to full-time responsibilities for the duration of the agreement;

19. The district will annually announce job sharing application deadlines.

Specific considerations:

_____

_____

_____

_____ _____
Employee Date

_____ _____
Employee Date

_____ _____
Supervisor Date

_____ _____
Superintendent Date

_____ _____
Association Representative Date

Alsea School District 7J

Code: **GCKA/GDKA**
Adopted: 1/13/16
Orig. Code(s): GCKA/GDKA

Overtime

The district may budget funds for overtime.

Overtime is defined as time worked over 40 hours in one week. A week is defined as seven consecutive days covering Monday through Sunday.

If funds are available, overtime will be compensated at not less than one and one-half times the rate of pay. A rate of pay will be calculated for each employee working overtime.

If funds are not available for overtime, compensatory time at not less than time and one-half will be allowed.

The district will develop procedures to implement this policy to include overtime request procedures, establishing rate of pay and scheduling compensatory time.

END OF POLICY

Legal Reference(s):

ORS 653.268

Fair Labor Standards Act of 1938, 29 U.S.C. §§ 206-207 (2006).

Alsea School District 7J

Code: **GCKA/GDKA-AR**
Adopted: 1/13/16
Orig. Code: GCKA/GDKA-AR

Compensatory Time

Maximum Hour of Compensatory Time

Unless authorized by the superintendent, employees should not exceed a maximum of 80 hours of accrued compensatory time. After a classified employee has accrued 80 hours of compensatory time, all additional hours of overtime worked will be compensated for in a cash payment. The superintendent will notify and provide a warning notice when a compensatory balance exceeds 60 hours.

Using Compensatory Time

Accrued compensatory time should be used within a reasonable time frame (within the month it is accrued) whenever possible. The employee will fill out a leave request form and submit it to the superintendent three days prior to the leave date, for approval.

Compensatory Time at Termination

Banked compensatory time should be paid at the employee's most recent rate of pay upon termination, retirement or change of status from nonexempt to exempt.

Alsea School District 7J

Code: **GCL/GDL**
Adopted: 6/13/17
Orig. Code: GCL/GDL

Staff Development

In order to strengthen and refine professional skills of district personnel, the superintendent or ~~his/her~~ designee will develop a staff development program for all employees.

District site councils will be encouraged to participate in the development and implementation of the district's staff development program including provisions for the professional growth of staff.

Staff development programs, whether provided directly by the district or through district contracts with third parties, will provide appropriate, reasonable accommodations to ensure such programs are available to employees with disabilities.

Each individual licensed employee is solely responsible for ensuring accurate completion of the professional development required for licensure. Once a licensed employee completes licensure requirements, the employee must submit evidence to the employee's supervisor or professional development advisor, who will verify that the licensed employee has successfully completed the professional development requirements to the superintendent or designee, on the Teacher Standards and Practices Commission (TSPC) Professional Educational Experience Report (PEER) form.

END OF POLICY

Legal Reference(s):

ORS 329.095
ORS 329.125
ORS 329.704
OAR 581-022-0606
OAR 581-022-1720

Clackamas IED Assn. v. Clackamas IED, No. C-141-77, 3 PUB. EMPL. COLL. BARG. REP. 1848 (ERB 1978).
Eugene Educ. Ass'n v. Eugene Sch. Dist. 4J, No. C-93-79, 5 PUB. EMPL. COLL. BARG. REP. 3004 (ERB 1980).
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2006); 28 C.F.R. Part 35 (2006).

Alsea School District 7J

Code: **GCPA**
Adopted: 1/13/16
Orig. Code: GCPA

Layoff - Licensed Staff

When the Board is considering a reduction of staff due to a lack of funds to continue the educational program at its anticipated level or due to the elimination or adjustment of classes due to an administrative decision ~~When the Board determines that a layoff of staff is necessary~~, it will discuss the matter at a regular or special Board meeting and will consider such factors and alternatives it deems necessary to arrive at a decision. ~~Layoff may take place under the following conditions:~~

Using the goals and priorities of the district, the Board shall direct the superintendent to prepare a reduction plan identifying which programs are to be reduced or eliminated for Board approval. As a result of the program reductions or elimination, the superintendent shall bring a list of positions to be cut or eliminated to the Board for approval. The district shall consider cultural or linguistic expertise and seniority, and may consider merit and competence, in accordance with Oregon law.[1]

~~1. The district's lack of funds to continue its educational program at its anticipated level;~~

~~2. Elimination or adjustment of classes due to an administrative decision;~~

~~3. Other reasons as determined by the Board.~~

Nothing in this policy~~, however,~~ is intended to interfere with the right of the district to discharge, remove or fail to renew~~nonrenew~~ the contract of a probationary teacher, or to not extend the contract of or dismiss a contract teacher pursuant to the provisions of the Accountability for Schools for the 21st Century Law[2].

END OF POLICY

Legal Reference(s):

ORS 342.805 - 342.910
ORS 342.934

[1] See ORS 342.934 (HB 2001 (2021)) for definitions and requirements.

[2] ORS 342.805 - 342.937.

Alsea School District 7J

Code: **GCPA-AR**
Adopted: 1/13/16
Orig. Code: GCPA-AR

Layoff/Recall - Licensed Staff

(Version 1)

(see updated version)

The administration will maintain data on enrollments and programs in an attempt to anticipate areas that may become over staffed. This may result in minimum class loads or a decision to discontinue certain programs. The Board will make the final decision on the value of programs to be kept, cut or eliminated.

The administration may employ a variety of cost saving measures in order to avoid layoffs (reduction in nonsalary expenditures, natural attrition, in-district transfers, reduction in contract lengths or salaries, etc.); however, it is not bound to do so, except as provided by law and collective bargaining agreements.

The Board will determine when staff layoffs become necessary, the Board will first determine which program areas or subject matters will continue to be taught. Following this decision, the Board will directed administration to conduct layoffs of licensed personnel in order as follows:

1. A determination of current licensure by the administration of all staff will occur. "Current licensure" is defined by the license held by the employee at the time the Board directs the layoffs;

2. Determine the seniority of the teachers to be retained (consistent with licensure), calculated from the first day of actual service as teachers with the school district inclusive of approved leaves of absence;

3. Determine the competence and merit of a teacher being retained if the Board desires to layoff another teacher with greater seniority.

The district shall not waive the right to consider competence in making decisions about staff layoffs or recall of staff. Retained teachers will be licensed and qualified, as defined in Oregon statutes, for the positions they fill.

Licensed Support Personnel (media specialist, music, physical education, etc.)

If the Board determines that a support program should be eliminated the following shall occur:

1. If the licensed teacher is properly licensed as a classroom teacher and meets the definition of competence, he/she shall be considered a classroom teacher;

2. If the licensed teacher is not properly licensed as a classroom teacher he/she will be considered only for that position for which he/she is licensed, competent and qualified.

Recall

If a teacher is laid-off he/she shall notify the administration in writing of the position for which he/she wishes to be recalled. A teacher is not considered laid-off if the teacher's employment terminates with the district prior to the effective date of the layoff.

A teacher who is laid-off will remain on the layoff list and be eligible for recall for 27 months from the date of layoff. No new teacher shall be hired to any position until all laid-off employees who are licensed, fully qualified and competent for the position have been given an opportunity to accept the position (provided a written notice as stated above was delivered to the district).

The district shall notify laid-off employees of a position opening by registered letter, return receipt requested, at their last known address. Laid-off teachers shall have 15 calendar days from the date of mailing in which to indicate their acceptance or rejection of the position and an additional 14 days from date of acceptance in which to begin active employment unless otherwise mutually agreed upon.

If the teacher cannot be reached at his/her last known address, or if he/she rejects any position offered for which the teacher is licensed, qualified and competent, he/she shall forfeit all recall rights. Teachers who wish to waive reemployment rights may do so by written notification to the district.

Employees returning from lay-off shall have all previously accrued sick leave and seniority reinstated, but shall not receive benefits for the period of the layoff.

If they choose, staff members on layoff may keep up their institutional insurance and health plans by paying their own premiums as prescribed by law, subject to the rules of the insurance carrier.

DELETE

Alsea School District 7J

Code: GCPA-AR
Revised/Reviewed:

Reduction or Recall of Licensed Staff
(Version 2)

The Board will make the final decision on programs to be kept, cut or eliminated following a review of the reduction plan developed by the superintendent. The Board will determine when staff layoffs become necessary, and will approve positions to be cut or limited as after receiving a recommendation from the superintendent.[1] Individuals that may be impacted by the layoff shall not be discussed by the Board. The affected employees shall be notified within a reasonable time.

Definitions

1. "Competence" means the ability of a teacher to teach a subject or grade level based on consideration of any of the following:

    a. Teaching experience within the past five years related to the subject or grade level;
    b. Educational attainments, which may not be based solely on being licensed to teach; or
    c. The teacher's willingness to undergo additional training or pursue additional education.

2. "Cultural or linguistic expertise" means the expertise of one teacher, as measured against the expertise of another teacher, based on consideration of any of the following factors:

    a. A teacher's linguistic ability in relation to an in-district language, as determined by the district using a method of verification or attestation of fluency for all in-district languages;
    b. A teacher's completion of a teacher pathway program that is implemented by a teacher pathway partnership at the national, state, regional or local level and that has the primary focus of increasing the number of culturally or linguistically diverse teachers; or
    c. A teacher's current work assignment that requires the teacher to work at least 50 percent of the teacher's work assignment time:

        (1) At a school where at least 25 percent of the student population consists of students from a historically underserved background, if the teacher is assigned to one school; or
        (2) At programs, schools or school districts where at least 25 percent of the student population consists of students from a historically underserved background, if the teacher is assigned to multiple programs, schools or school districts.

3. "In-district language" means a heritage language or a language other than English that is spoken:

    a. By five percent or more of the students enrolled at the school where a teacher is assigned or, if the teacher is not assigned to a school, of the students enrolled in the schools of the district; or
    b. At five percent or more of the homes of the students enrolled at the school where a teacher is assigned or, if the teacher is not assigned to a school, of the homes of the students enrolled in

[1] Districts are encouraged to consult with legal counsel and any applicable collective bargaining agreements prior to taking any action on reductions of staff.

the schools of the district. "Merit" means the measurement of one teacher's ability and effectiveness against the ability and effectiveness of another teacher.

4. "Qualified" means the measurement of the teacher's ability to teach the particular grade level or subject matter in which the teacher is placed after the reduction in force.

5. "Qualified teacher with cultural or linguistic expertise" means a teacher who:

   a. Has more cultural or linguistic expertise than a teacher with more or equal seniority; and
   b. Holds proper licenses or other credentials to fill a remaining position.

6. "Student from a historically underserved background" includes a student who:

   a. Is an English language learner;
   b. Is from a racial or ethnic group that has historically experienced academic disparities, including racial or ethnic groups for which a statewide education plan has been developed under ORS 329.841, 329.843 or 329.845 for students who are black, African-American, American Indian, Alaska Native, Latino or Hispanic;
   c. Is economically disadvantaged; or
   d. Has a disability.

7. "Teacher" has the meaning given that term in ORS 342.120.

Procedures

When determining which teachers will be retained when the district reduces staff, the district shall prioritize seniority, except as follows:

1. A district shall retain a qualified teacher with cultural or linguistic expertise who has less seniority if the release of the less senior teacher would result in a lesser proportion of teachers with cultural or linguistic expertise compared to teachers without cultural or linguistic expertise.

2. If a qualified teacher with cultural or linguistic expertise is retained as described above and the district is determining which teachers to retain who do not have cultural or linguistic expertise, the district shall prioritize:

   a. Seniority[2]; or
   b. Competence or merit in accordance with law.

3. The district may retain a teacher with less seniority than a teacher being released if the district determines that the teacher being retained has more competence or merit than the teacher with more seniority who is being released.

The district shall not agree in any collective bargaining agreement to waive the right to consider competence in making decisions about reduction in staff or recall of staff. Retained teachers will be properly licensed and qualified, as defined in Oregon statutes, for the positions they fill.

[2] Seniority shall be calculated from the first day of actual service as teachers with the district, inclusive of approved leaves of absence. In the event there is a tie in calculating seniority, it shall be broken by drawing lots.

The district will develop criteria and procedures for identifying in-district languages, verifying teacher language abilities, reviewing teacher pathway programs and determining which teachers teach in schools with 25 percent or more students from a historically underserved population. Procedures and timelines will be communicated to teachers.

Recall

A teacher who was released due to a reduction in staff will be eligible for recall for 27 months after the last date of release, unless waived by a rejection of a specific position. No new teacher shall be hired to any position until all staff who remain on a recall list who are licensed and qualified for the position have been given an opportunity to accept the position.

The district shall notify teachers on the recall list of a position opening by registered letter, return receipt requested, at their last known address. Teachers shall have 7 calendar days from receipt of such notification in which to indicate their acceptance or rejection of the position and an additional 14 days from date of acceptance in which to begin active employment unless otherwise mutually agreed upon.

If the teacher rejects any position offered for which the teacher is licensed and qualified, or the teacher fails to respond within the specified timeline, the teacher shall forfeit all recall rights.

Staff returning to work shall have all previously accrued sick leave and seniority reinstated, but shall not receive benefits for the period of the release.

Teachers will have recall rights for a maximum 27-month period. If they choose, released teachers may maintain their district insurance and health plans by paying their own premiums as prescribed by law, subject to the rules of the insurance carrier.

Teachers affected by a reduction in staff may be placed on the substitute list for any position requested when released. They will be notified for those positions requested before other substitutes are notified.

PROPOSED

Alsea School District 7J

Code: **GCPB/GDPB**
Adopted: 1/13/16
Orig. Code: GCPB/GDPB

Resignation of Staff

A licensed staff member who wishes to resign from ~~his/her~~ their position with the district must give a written notice of at least 60 days upon or at~~prior to~~ the time of resignation~~date he/she wishes to leave district employment~~. The superintendent is authorized to accept the resignation effective the day it is received and either release the teacher immediately from further teaching or administrative obligations or inform the teacher that ~~he/she~~ they must continue teaching for part or all of the 60-day period.

Where less than a 60-day notice is given, the Board may request the Teacher Standards and Practices Commission to discipline the licensee. Exceptions due to emergency or other extenuating circumstances may be considered by the Board.

~~A classified staff member who wishes to resign from his/her position with the district must file a written notice in the superintendent's office at least 15 days prior to the date he/she wishes to leave district employment.~~ The superintendent is authorized to accept resignations of classified employees~~the resignation~~ effective the day they are~~it is~~ received.

END OF POLICY

Legal Reference(s):

ORS 342.545
ORS 342.553
ORS 652.140
OAR 581-022-2405
OAR 584-050-0020

Pierce v. Douglas County Sch. Dist., 297 Or. 363 (1984).

Alsea School District 7J

Code: **GCPC/GDPC**
Adopted: 3/11/21
Orig. Code: GCPC/GDPC

Retirement of Staff

To assist the district in its planning efforts, staff members considering retirement are encouraged to notify the district as early as possible, preferably at the beginning of the school year in which the retirement will take place.

Retiring employees are encouraged to coordinate with PERS and the Human Resources Department to ensure that all requirements are met. The superintendent will develop requirements, limitations, and procedures for employment as a PERS-retiree.

When an employee of the district retires under PERS, that employee's employment with the district will terminate. PERS-retired individuals may apply for open positions with the district.[1]

END OF POLICY

Legal Reference(s):

ORS Chapter 237
ORS Chapter 238
ORS Chapter 238A
ORS 243.303
ORS 342.120

[1] There must be a break in service for retired employees returning to work.

Consolidated Omnibus Budget Reconciliation Act of 1985, 29 U.S.C. §§ 1161-1169 (2018).
Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001-1461 (2018).
OR. CONST., art. IX, §§ 10-13.

Alsea School District 7J

Code: **GCPD**
Adopted: 1/13/16
Orig. Code(s): GCPD

Discipline and Dismissal of Licensed Staff

The Board will use due process and comply with relevant portions of the collective bargaining agreement when disciplining and/or dismissing employees.

END OF POLICY

Legal Reference(s):

ORS 243.672
ORS 243.706
ORS 243.756
ORS 342.835
ORS 342.865 to -342.910
ORS 342.934
ORS 652.140
OAR 584-020-0040

Alsea School District 7J

Code: **GCPD-AR**
Revised/Reviewed: 1/13/16
Orig. Code(s): GCPD-AR

Discipline and Dismissal of Licensed Staff

The Board will use due process and comply with relevant portions of the collective bargaining agreement when disciplining and/or dismissing employees.

Discipline

Staff members will be disciplined according to the severity and frequency of the conduct at issue. Discipline may be in the form of verbal reprimand, written reprimand or suspension depending on the circumstances of each case.

1. "Verbal ~~R~~reprimand": The administrator will hold a conference with the employee. The administrator~~He/She~~ will outline the nature of the problem and listen to any comments from the employee. The administrator will indicate compliance with specified procedures or cessation of certain conduct is required and future consequences if directives are ignored.

2. "Written ~~R~~reprimand": The administrator will hold a conference with the employee. The employee may have a representative present of their~~his/her~~ choice. The administrator will outline the nature of the problem and listen to any comments from the employee. The administrator will indicate compliance with specified procedures or cessation of certain conduct is required and future consequences if directives are ignored. A "letter of reprimand" shall be written and placed in the employee's personnel file.

3. "Suspension": Employees may be suspended in order to maintain the health and/or safety of other employees and/or students. Employees may also be suspended pending investigation of complaints regarding their job performance or conduct.

Dismissal

1. Probationary Teachers

    a. Contracts of probationary teachers may be nonrenewed for any reason or reasons deemed in good faith sufficient by the Board. Written notice of intended nonrenewal and reason(s) for nonrenewal must be given to the teacher by March 15 or sooner if so specified in a collective bargaining agreement. Written notice must be given prior to Board action on the nonrenewal. The teacher may request a hearing before the Board.
    b. Probationary teachers may be dismissed at any time for any reason or reasons deemed in good faith sufficient by the Board. Written notice of intended dismissal and reason(s) for dismissal must be given to the teacher prior to Board action on the dismissal. The teacher may request a hearing before the Board.
    c. The following procedures apply to hearings before the Board:

(1) The employee shall receive notice of the time, date and place of the hearing;
(2) The hearing shall be in executive session unless the employee has requested an open session;
(3) The employee shall have an opportunity to be present and be represented by anyone of their~~his/her~~ choice;
(4) The district may be represented by anyone of its choice;
(5) Both parties shall have the opportunity to make opening statements, to call witnesses and to cross-examine the other party's witnesses, to present documentary evidence and to make closing statements;
(6) The Board shall provide a written statement of the reasons for the final action taken (nonrenewal of contract or dismissal); and
(7) The Board may, at its option, designate an individual to preside over and conduct the actual hearing.

NOTE: These procedures are guidelines only and are subject to change depending on state and/or federal legislation and the actions of state and/or federal courts. These procedures may also be modified by existing collective bargaining agreements or individual employment contracts. These guidelines should be carefully reviewed by the district's attorney before their adoption and implementation.

2. Contract Teachers

a. Contract teachers may be dismissed or their employment contract nonextended when their job performance or conduct falls within one or more of the broad reasons listed in Oregon Revised Statute (ORS)~~ORS~~ 342.865: inefficiency, immorality, insubordination, neglect of duty including duties specified by written rules, physical or mental incapacity, conviction of a felony or of a crime involving moral turpitude, inadequate performance, failure to comply with such reasonable requirements as the Board may prescribe to show normal improvement and evidence of professional training and growth, or any cause which constitutes grounds for the revocation of such contract teacher's teaching license.
b. The superintendent and employee shall meet to discuss the superintendent's proposed recommendation to the Board regarding dismissal or contract non-extension.~~nonextension.~~ The employee may be accompanied by anyone of their~~his/her~~ choice.
c. The employee shall be notified if the superintendent intends to recommend dismissal or contract non-extension~~nonextension~~.

(1) The notice shall contain:

(a) The statutory grounds upon which the superintendent believes such dismissal or non-extension~~nonextension~~ is justified;
(b) A plain and concise statement of the facts relied on to support the statutory grounds for dismissal or non-extension~~nonextension~~;
(c) A copy of ORS 342.805 to 342.934; and
(d) The day and time of the Board meeting during which the recommendation will be made.

(2) A notice of intended dismissal must be given at least 20 days prior to the time a dismissal recommendation is made to the Board. It must be delivered in person or must be sent by certified mail.

(3) Notice of intended dismissal must be sent to the Board and to the Fair Dismissal Appeals Board.

d. The employee may be present at the Board meeting and be accompanied by anyone of their~~his/her~~ choice.

e. The employee shall receive notice of the Board's action and the reasons for such actions. Notice shall be sent by certified mail, return receipt requested, or in the manner provided by law for the service of a summons in a civil action.

3. Illness/Other Circumstances

Sickness or other unavoidable circumstances which prevent the teacher from teaching 20 school days immediately following exhaustion of sick leave accumulated under ORS 332.507 may be sufficient reason for the Board to place the teacher on leave without pay for the remainder of the regular school year. The district may terminate the teacher's employment without penalty on August 1 if the Board determines that the teacher is unable to resume teaching responsibilities at the beginning of the next fall term and the teacher is not on workers' compensation leave or federal or state family illness leave.

4. Wages

Whenever an employee is dismissed or where such employment is terminated by mutual agreement all wages earned and unpaid at the time of discharge or termination shall be payable no later than the end of the first business day after~~aftesr~~ discharge or termination.

Alsea School District 7J

Code: **GCQAB**
Adopted: 1/13/16
Orig. Code: GCQAB

Private Tutoring for Pay

No private tutoring for which a teacher receives a fee will be allowed in a school building ~~or~~ on school time. District facilities, materials or equipment may not be used. ~~, and no district-owned materials or equipment may be used~~.

END OF POLICY

Legal Reference(s):

ORS 244.010 ORS 332.505

Alsea School District 7J

Code: **GCQBA**
Adopted: 1/13/16
Orig. Code: GCQBA

Copyrights and Patents

The Board asserts the district's proprietary rights to publications, instructional materials and other devices prepared by district employees during their paid work time. The Board also recognizes the importance of encouraging its professional staff to engage in professional writing, research and other creative endeavors. Publications, articles, materials, models and other items produced by district personnel for district use with district time, money and facilities as part of an employee's job responsibilities remain the property of the district.

The district will apply for copyrights and patents when deemed appropriate by the superintendent. Employees will be expected to cooperate in the district's efforts.

In the event that an employee produces items described above partly on ~~his/her~~ their own time and partly on district time, the district reserves the right to claim full ownership. The employee~~, however,~~ may petition the district for assignment of copyright or patent rights. Employees will not attempt to copyright or patent such items without the knowledge and consent of the superintendent.

~~Employees who intend to make application to patent or copyright any item will furnish the superintendent with full, complete and prompt information and disclosure with respect to any such item.~~

~~If the district does not take appropriate action to seek a patent or copyright within three months after full disclosure by the employee involved, the district will have waived and relinquished any interest in the item.~~

END OF POLICY

Legal Reference(s):

ORS 332.745

Copyrights, 17 U.S.C. §§ 101-1332; 19 C.F.R. Part 133 (2016).
Patents, 35 U.S.C. §§ 1-376 (2012).

Alsea School District 7J

Code: **GD**
Adopted: 8/11/22
Orig. Code: GD

Classified Staff/Classified Staff Positions

"Classified employee" means any district employee not required to hold a teaching license. The superintendent or designee will designate classified employee positions. The essential job functions, titles and examples of work performed are to be prescribed in a written job description for each position classification.

END OF POLICY

Legal Reference(s):

ORS 326.051
ORS 332.505
ORS 659.805
ORS 659.850
ORS 659A.009
ORS 659A.029
ORS 659A.030
ORS 659A.142
ORS 659A.145
ORS 659A.233
ORS 659A.236
ORS 659A.309
ORS 659A.409

OAR 581-021-0045
OAR 581-022-2405

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2012).
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2012).
Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (2012).
Equal Pay Act of 1963, 29 U.S.C. § 206(d) (2012).
Rehabilitation Act of 1973, 29 U.S.C. §§ 503, 791, 793-794 (2012).
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2012).
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (2012).
Title II of the Genetic Information Nondiscrimination Act of 2008.
Americans with Disabilities Act Amendments Act of 2008.

Alsea School District 7J

Code: **GCDA/GDDA**
Adopted:

Criminal Records Checks and Fingerprinting *
(Version 2)

In a continuing effort to ensure the safety and welfare of students and staff, the district shall require all newly hired full-time and part-time employees[1] not requiring licensure under Oregon Revised Statute (ORS) 342.223 to submit to a criminal records check and fingerprinting as required by law. Other individuals, as determined by the district, that will have direct, unsupervised contact with students shall submit to criminal records checks and/or fingerprinting as established by Board policy and as required by law.

"Direct, unsupervised contact with students" means contact with students that provides the person opportunity and probability for personal communication or touch when not under direct supervision.

Pursuant to state law, a criminal records check or fingerprint-based criminal records checks shall be required of the following individuals[2]:

1. All individuals employed as or by a contractor, whether employed part-time or full-time, and considered by the district to have direct, unsupervised contact with students;

2. Any community college faculty member providing instruction at the site of an early childhood education program, at a school site as part of an early childhood program or at a grade K through 12 school site during the regular school day;

3. Any individual who is an employee of a public charter school and not requiring licensure under ORS 342.223; and

4. Any individual considered for volunteer service with the district who is allowed to have direct, unsupervised contact with students.

The district will provide the written notice about the requirements of fingerprinting and criminal records checks through means such as staff handbooks, employment applications, contracts or volunteer forms.

The district shall require a fingerprint-based criminal records check for volunteers allowed direct, unsupervised contact with students, in the following positions:

1. Head coach;

[1] Any individual hired within the last three months. A subject individual does not include an employee hired within the last three months if the district has evidence on file that meets the definition in Oregon Administrative Rule (OAR) 581-021-0510(11)(b).

[2] Subject individuals and requirements are further outlined in GCDA/GDDA-AR – Criminal Records Checks and Fingerprinting.

2. Assistant coach;

3. Overnight chaperone;

4. Volunteers transporting students, other than their own, in a private vehicle off district property for a district-sponsored activity.

The procedure for processing fingerprint collection is further outlined in GCDA/GDDA-AR – Criminal Records Checks and Fingerprinting.

A subject individual shall be subject to the collection of fingerprint information, only after the offer of employment or contract from the district and may be charged a fee by the district. A subject individual may request the fee be withheld from the amount otherwise due the individual.

The district shall not begin the employment of a subject individual or terms of a district contractor before the return and disposition of the required criminal records checks.

When the district is notified of a subject individual who has been convicted of any crimes prohibiting employment or contract the individual will not be employed or contracted, or if employed will be terminated. When the district is notified of a subject individual who knowingly made a false statement as to the conviction of any crime, the individual will not be employed or contracted with by the district, or if employed by the district will be terminated. A subject individual who fails to disclose the presence of convictions that would not otherwise prohibit employment or contract with the district as provided by law may be employed or contracted with by the district.

The district's use of criminal history must be relevant to the specific requirements of the position, services or employment.

The service of a volunteer allowed to have direct, unsupervised contact with students will not begin before the return and disposition of a criminal records check.

The service of a volunteer into a position identified by the district as requiring a fingerprint-based criminal records check will not begin before the return and disposition of a state and national criminal records check based on fingerprints.

A volunteer who knowingly made a false statement or has a conviction of the crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number may result in immediate termination from the ability to volunteer in the district.

The superintendent shall develop administrative regulations as necessary to meet the requirements of law.

Appeals

A subject individual may appeal a determination from ODE that prevents employment or eligibility to contract with the district to the Superintendent of Public Instruction as a contested case under ORS 183.413 – 183.470.

A volunteer may appeal a determination from a fingerprint-based criminal records checks by ODE that prevents the ability to volunteer with the district to the Superintendent of Public Instruction as a contested case under ORS 183.413 – 183.470.

END OF POLICY

Legal Reference(s):

ORS 181A.180
ORS 181A.230
ORS 326.603
ORS 326.607
ORS 332.107
ORS 336.631
ORS 342.143
ORS 342.223
OAR 414-061-0010 – 061-0030
OAR 581-021-0510 – 021-0512
OAR 581-022-2430
OAR 584-050-0012

Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et. seq. (2012).

PROPOSED

Alsea School District 7J

Code: **GCDA/GDDA-AR**
Adopted: 6/13/17
Orig. Code: GCDA/GDDA-AR

Criminal Records Checks/Fingerprinting
(Version 1)

Subject Requirements

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

2. Individuals applying for reinstatement of a license that has lapsed for more than three years shall be required to undergo such checks.

   Requirements, including applicable fees and the process for the collection and submission of fingerprints, etc., will generally be met by the individual as a part of the licensing process and in accordance with rules established by the Teacher Standards and Practices Commission (TSPC).

3. Any individual registering with TSPC for student teaching, practicum or internship as a teacher, administrator or personnel specialist shall be required to undergo a nationwide criminal records check and fingerprinting with TSPC.

4. Any district contractor, whether part-time or full-time, or an employee of a district contractor, whether part-time or full-time, hired into a position having direct, unsupervised contact with students shall be required to undergo a nationwide criminal records check and fingerprinting.

   The superintendent will identify district contractors subject to such requirements.

5. Any contractor or an employee of the contractor who provides early childhood special education or early intervention services shall be required to undergo a nationwide criminal records check and fingerprinting with the Oregon Department of Education, Child Care Division.

6. Any community college faculty member providing instruction at the site of an early childhood education program or at a school site as part of an early childhood program shall be required to undergo a nationwide criminal records check and fingerprinting.

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

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

An exception will be made to criminal records checks and fingerprinting if the district has on file evidence from a previous employer documenting a successfully completed Oregon and FBI criminal records check.

Evidence will be either a copy of the records check or a written statement of verification from a supervisor or officer of the previous employer. Furthermore:

1. The Oregon Department of Education (ODE) or TSPC verification of a previous check shall be acceptable only in the event the district can demonstrate records are not otherwise available;

2. Additional evidence that the employee has not resided outside the state between the two periods of time working in the district shall be maintained.

Notification

1. The district will provide notification to individuals subject to criminal records checks and fingerprinting of the following:

   a. Such checks are required by law and/or Board policy;
   b. Any action resulting from those checks may be appealed as a contested case;
   c. All employment or contract offers are contingent upon the results of such checks;
   d. A refusal to consent to criminal records checks or fingerprinting or falsely stating on district employment applications, contracts or ODE fingerprint forms as to conviction of a crime shall result in immediate termination from employment or contract status.

2. The district will provide notice through such means as employment applications and contract forms.

Processing/Reporting Procedures

1. Any individual subject to criminal records checks and/or fingerprinting shall, as part of the application process, complete the appropriate forms as provided by ODE.

2. If the individual is subject to fingerprinting, he/she will be required to report within five working days to an authorized fingerprinter for fingerprinting. Fingerprints may be collected by one of the following:

   a. Employing district staff;
   b. Contracted agent of employing district;
   c. Local or state law enforcement agency.

   Individuals shall be subject to fingerprinting only after acceptance of an offer of employment or contract.

3. The individual is responsible for obtaining a fingerprint card from an Oregon district, education service district, an Oregon-approved teacher education institution, ODE or TSPC.

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

5. To ensure the integrity of the fingerprinting collection and prevent any compromise of the process, the district will provide the name of the individual to be fingerprinted to the authorized fingerprinter and require that the individual submit a photo ID (driver's license or other) containing the

individual's name and picture in order to verify the identity of the individual intended to be fingerprinted.

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

Fees

Fees associated with criminal records checks and/or fingerprinting for individuals applying for employment with the district including contractors and their employees and volunteers shall be paid by the district.

Termination of Employment or Withdrawal of Employment/Contract Offer

1. Any individual required to submit to criminal records checks and/or fingerprinting in accordance with law and/or Board policy will be terminated from consideration as a district volunteer and employment or contract status or withdrawal of offer of employment or contract will be made by the superintendent immediately upon:

   a. Refusal to consent to a criminal records check and/or fingerprinting; or
   b. Notification by the Superintendent of Public Instruction or his/her designee or the State Board of Education that the employee has made a false statement as to conviction of a crime or conviction of crimes prohibiting employment with the district as specified in law.

2. Employment termination shall remove the individual from any district policies, collective bargaining provisions regarding dismissal procedures and appeals and the provisions of Accountability for Schools for the 21st Century Law.

Appeals

All appeals regarding a determination which prevents his/her employment or eligibility to contract with the district will be directed to the Superintendent of Public Instruction. Individuals eligible to appeal as a contested case will be so notified in writing by ODE.

Alsea School District 7J

Code: GCDA/GDDA-AR
Revised/Reviewed:

Criminal Records Checks and Fingerprinting
(Version 2)

Requirements

1. Any individual newly hired employee[1], whether full-time or part-time, and not requiring licensure under Oregon Revised Statute (ORS) 342.223 as a teacher, administrator, personnel specialist or school nurse, shall submit to a criminal records check and fingerprinting.

2. Any individual applying for reinstatement of an Oregon license with the Teacher Standards and Practices Commission (TSPC) that has lapsed for more than three years shall be required to undergo a criminal records check and fingerprinting with TSPC.

3. Any individual registering with the TSPC for student teaching, practicum or internship as a teacher, administrator or personnel specialist shall be required to submit to a criminal records check and fingerprinting with TSPC.

4. Any individual hired as or by a contractor[2], whether part-time or full-time, into a position having direct, unsupervised contact with students as determined by the district shall be required to submit to a criminal records check and fingerprinting.

   The superintendent will identify contractors who are subject to such requirements.

5. Any community college faculty member providing instruction at the site of an early childhood education program, a school site as part of an early childhood program or at a grade K through 12 school site during the regular school day, shall be required to undergo a criminal records check and fingerprinting.

6. Any individual who is an employee of a public charter school not requiring licensure under ORS 342.223 shall be required to undergo a criminal records check and fingerprinting.

7. {[3]}A volunteer allowed by the district into a position that has direct, unsupervised contact with students shall undergo an in-state criminal records check.

PROPOSED

[1] Any individual hired within the last three months. A subject individual does not include an employee hired within the last three months if the district has evidence on file that meets the definition in Oregon Administrative Rule (OAR) 581-021-0510(11)(b).

[2] A person hired as or by a contractor and their employees may not be required to submit to fingerprinting until the contractor has been offered a contract by the district.

[3] {If the district allows volunteers to have direct, unsupervised contact with students, districts are required to conduct criminal records checks on these volunteers. Choose the bracketed language options in 7, 8 and/or 9 of this policy that aligns with district practice. If the district allows volunteers to have direct, unsupervised contact with students the presented language is required. Align policy IICC – Volunteers with chosen language here.}

8. A volunteer allowed to have direct, unsupervised contact with students, into a volunteer position identified in Board policy[4] by the district as requiring a fingerprint-based criminal records check, shall undergo a state and national criminal records check based on fingerprints.

9. A volunteer that is not likely to have direct, unsupervised contact with students will be required to undergo an in-state criminal records check.

Exceptions

A newly hired employee[5] is not subject to fingerprinting if:

1. The district has evidence on file that the person successfully completed a state and national criminal records check for a previous employer that was a school district or private school, and has not resided outside the state between the two periods of employment; or

2. {[6]}The Oregon Department of Education (ODE) determines the person:

    a. Submitted to a criminal records check for the person's immediately previous employer, the employer is a school district or private school and the person has not lived outside this state between the two periods of employment;
    b. Submitted to a criminal records check conducted by TSPC within the previous three years; or
    c. Remained continuously licensed or registered with the TSPC.

Notification

1. The district will provide the following notification to individuals subject to criminal records checks and/or fingerprinting:

    a. Such criminal records checks and/or fingerprinting are required by law or Board policy;
    b. Any action resulting from such checks completed by the ODE that impact employment, contract or volunteering may be appealed as a contested case to ODE;
    c. All employment or contract offers or the ability to volunteer are contingent upon the results of such checks;
    d. A refusal to consent to a required criminal records check and/or fingerprinting shall result in immediate termination from employment, contract status or the ability to volunteer in the district;
    e. An individual determined to have knowingly made a false statement as to the conviction of any crime on district employment applications, contracts, ODE forms (written or electronic) will result in immediate termination from employment or contract status;
    f. An individual determined to have been convicted of any crime that would prohibit employment or contract will be immediately terminated from employment or contract status;
    g. A volunteer candidate who knowingly made a false statement or has a conviction of the crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number will result in immediate termination from the ability to volunteer in the district. The district will remove the volunteer from the position allowing direct, unsupervised contact with students.

2. The district will provide the written notice described above through means such as staff handbooks, employment applications, contracts or volunteer forms.

PROPOSED

[4] See policy GCDA/GDDA – Criminal Records Checks and Fingerprinting.

[5] Any individual hired within the last three months.

[6] {This revision to TSPC rules sunsets July 1, 2024.}

Processing and Reporting Procedures

1. Immediately following an offer and acceptance of employment or contract, an individual subject to criminal records checks and/or fingerprinting shall complete the appropriate forms authorizing such checks and report to an authorized fingerprinter as directed by the district. The district shall send such authorization, any collection of fingerprint information, and the request to ODE pursuant to law.

2. Fingerprints may be collected by one of the following:

   a. Employing district staff;
   b. Contracted agent of employing district; or
   c. Local or state law enforcement agency.

3. To ensure the integrity of the fingerprinting collection and prevent any compromise of the process, the district will provide the name of the individual to be fingerprinted to the authorized fingerprinter.

4. The authorized fingerprinter will obtain the necessary identification and fingerprinting and notify ODE of the results. ODE will then review and notify the district of said results as well as the identity of any individual it believes has knowingly made a false statement as to conviction of a crime, has knowingly made a false statement as to conviction of any crime or has a conviction of a crime prohibiting employment, contract or volunteering.

5. A copy of the fingerprinting results will be kept by the district.

Fees

1. Fees associated with criminal records checks and/or fingerprinting for individuals applying for employment with the district and not requiring licensure, including persons hired as or by contractors[7], shall be paid by the district.

2. Fees associated with required criminal records checks for volunteers shall be paid by the district.

3. Fees associated with a required fingerprinting for volunteers shall be paid by the district.

Termination of Employment or Withdrawal of Employment/Contract Offer/Volunteer Status

1. A subject individual required to submit to a criminal records check and/or fingerprinting in accordance with law and/or Board policy will be terminated from employment or contract status, or withdrawal of offer of employment or contract will be made by the district upon:

   a. Refusal to consent to a criminal records check and/or fingerprinting; or
   b. Notification[8] from the Superintendent of Public Instruction that the employee has a conviction of any crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number.

PROPOSED

[7] A person hired as or by a contractor and their employees may not be required to submit to fingerprinting until the contractor has been offered a contract by the district.

[8] Prior to making a determination that results in this notification and opportunity for a hearing, the Superintendent of Public Instruction may cause an investigation pursuant to OAR 581-021-0511; involved parties shall cooperate with the investigation pursuant to law.

2. A subject individual will be terminated from employment or contract status upon notification from the Superintendent of Public Instruction that the employee has knowingly made a false statement as to the conviction of any crime.

3. Employment termination shall remove the individual from any district policies, collective bargaining provisions regarding dismissal procedures and appeals and the provisions of Accountability for Schools for the 21st Century Law.

4. A volunteer who refuses to submit, when required, to a criminal records check or a fingerprint-based criminal records check in accordance with law and/or Board policy will be denied such ability to volunteer in the district.

5. If the district has been notified by the Superintendent of Public Instruction that a volunteer knowingly made a false statement or has a conviction for any crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number, the individual will be denied the ability to volunteer.

6. A volunteer who knowingly makes a false statement, as determined by the district, on a district volunteer application form may be denied the ability to volunteer in the district.

Appeals

A subject individual may appeal a determination from ODE that prevents employment or eligibility to contract with the district to the Superintendent of Public Instruction as a contested case under ORS 183.413 – 183.470.

A volunteer may appeal a determination from a fingerprint-based criminal records checks by ODE that prevents the ability to volunteer with the district to the Superintendent of Public Instruction as a contested case under ORS 183.413 – 183.470.

PROPOSED

Alsea School District 7J

Code: **GDIA**
Adopted: 1/13/16
Orig. Code: GDI

Notice of Employment

The Board shall give, in writing, individual notices by May 30 to all employees for whom a teaching license is not required.

The notices shall address reasonable assurance of continued employment as covered in the Oregon Revised Statutes and Oregon Administrative Rules.

END OF POLICY

Legal Reference(s):

ORS 332.554 OAR 581-022-2405(4)

Alsea School District 7J

Code: **GDP**
Adopted: 2/10/16
Orig. Code: GDP

Discipline, Demoting or Dismissal of Nonrepresented Staff

Nonrepresented staff may be disciplined, demoted or dismissed by the appropriate supervisor.

The employee will be:

1. Given notice of the charge or reasons for the discipline, demotion or dismissal;

2. Given notice of the recommendation for discipline, demotion or dismissal; and

3. Given the opportunity to a meeting with the superintendent to explain his/her viewpoint prior to final action being taken on the employee.

Disciplinary action maybe appealed to the superintendent. The decision of the superintendent shall be final and binding.

Non represented employees who have been demoted or dismissed may request and shall be granted a hearing before the Board in accordance with ORS332.544 provided a written request is filed with the Board within 15 days of the demotion or dismissal.

END OF POLICY

Legal Reference(s):

ORS 332.107 ORS 332.544

Alsea School District 7J

Code: **GDPA**
Adopted: 1/13/16
Orig. Code: GDPA

Layoff - Classified Staff

The Board recognizes the possibility of a reduction in force of classified staff members.

The Board also recognizes the reduction in force of classified staff members currently is determined either by the date of hire or the quality of work of staff members within a classification. The possibility exists of more than one staff member within a classification having the same date of hire. Therefore, the Board will have an implementation process for resolving reductions involving staff members under those conditions.

END OF POLICY

Legal Reference(s):

ORS 332.107

Alsea School District 7J

Code: **GDPA-AR**
Adopted: 1/13/16
Orig. Code: GDPA-AR

Layoff - Classified Staff

The implementation process for the reduction in classified force will be based on the following criteria.

The administration will be responsible for obtaining the following information and conducting the reduction process as outlined.

1. Date of Hire/Seniority;

2. Qualifications for the remaining position(s);

3. Evaluations by Administration.

The "tie-breaker" procedures for classified staff members who have the same date of hire within a given classification will be as follows:

1. Names from a list who have equal performance evaluations, the same date of hire and the same classification will be drawn from an envelope;

2. The drawing will be done in the presence of an administrative representative and an association representative (the association may invite any and all individuals whose names are involved in the procedure);

3. The number of names will be drawn out of the envelope according to the number of positions that must be reduced. Those names drawn will be laid off.

Example: If four people have the same date of hire and the same classification, and two positions instead of four will be available, there will be two names drawn from the envelope. Those two names will be the individuals who will no longer have positions in the district

Alsea School District 7J

Code: **GDCA**
Adopted: 1/13/16
Orig. Code: GDCA

Posting of Vacancies - Classified

Classified vacancies will be posted at least five working days prior to closing the application period. All postings will be provided in an appropriate format to ensure effective communications with all individuals, including those with disabilities.

All postings will notify applicants that equal employment opportunity and treatment shall be practiced by the district. The employer's duties under the Americans with Disabilities Act, including the duty to reasonably accommodate upon request and with appropriate advance notice, will be clearly stated.

END OF POLICY

Legal Reference(s):

ORS 332.107

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (2012).
Title II of the Genetic Information Nondiscrimination Act of 2008.
Section 503 of the Rehabilitation Act of 1973.
Americans with Disabilities Act Amendments Act of 2008.

DELETE

Alsea School District 7J

Code: **GDEA**
Adopted: 1/13/16
Orig. Code: GDEA

DELETE

Substitute Classified Employees

Substitute classified employees will be employed at salary rates established by the Board. Substitutes will be paid at the stipulated rate for day-to-day assignments. If a substitute is employed more than 60 days consecutively in an assignment, he/she will be paid, beginning on the 61st work day, at the salary schedule rate until the end of that assignment.

END OF POLICY

Legal Reference(s):

ORS 332.505

Your Name and Position

301 S 3rd St
PO BOX B
Alsea, OR 97324
Office: 541 487-5643
Fax: 541 487-4089
Cell: 541 760-7968
Email: Shirley.koetz@alsea.k12.or.us
www.alsea.k12.or.us

MEMO

OK for board approval
1/10/23

Date: 1/4/23

To: Sean Gallagher

From: Bart Rothenberger

Re: Coop with Philomath for Baseball/Softball

I would like to propose and have approval for a coop for Baseball and Softball with Philomath High School. I have spoken with Tony Matta at Philomath High School and they would like to honor the coop. I have surveyed out student athletes and currently we had 4 girls interested in softball and 4 boys interested in baseball. Earlier in the year we were looking at cooping with Eddyville for both but with the lack of interest we can not justify the cost for such few student athletes. I feel since we have a bus that goes to Philomath after school it makes perfect since for us to coop with Philomath. Other options would be Monroe.

Sincerely,

Bart Rothenberger
Athletic Director

16. Action Items:
    a. Coop Softball/Baseball with Philomath Approve Policies DB-FL
    b .Approve Policies DB-FL
    c. HR Reset Version Four for Approval
    d. Gallagher Memo Superintendent Search
    e. Approval Special Bond Meeting
    f. Seesaw Approval Process
    g. Submission of AED Grant
    h. Hire Long Term Sub for 3rd Grade

Deb Lindberg Motioned to Coop with Philomath for both Softball and Baseball; Linda Montanez; Seconded, All in Favor. This motion, made by Deb Lindberg and seconded by Linda Montanez, Carried.
Risteen Follett: Yea, Deb Lindberg: Yea, Linda Montanez: Yea, Ryan VanLeuven: Yea, Robert Webb: Yea
Yea: 5, Nay: 0Debra Lindberg approves with amendments of step freezes being implemented until 2024, an amendment of step increase be placed at a 2% increase for all positions, Linda Montanez Seconded. All in favor. This motion, made by Deb Lindberg and seconded by Linda Montanez, Carried.
Risteen Follett: Yea, Deb Lindberg: Yea, Linda Montanez: Yea, Ryan VanLeuven: Yea, Robert Webb: Yea
Yea: 5, Nay: 0HR Reset - version 4, Debra Lindberg made a motion to approve, Linda Montanez seconds,. This motion, made by Deb Lindberg and seconded by Linda Montanez, Failed.
Risteen Follett: Yea, Deb Lindberg: Yea, Linda Montanez: Yea, Ryan VanLeuven: Yea, Robert Webb: Yea
Yea: 5, Nay: 0Risteen Follett: Yea, Deb Lindberg: Yea, Linda Montanez: Yea, Ryan VanLeuven: Yea, Robert Webb: Yea
a. Coop Softball/Baseball with Philomath
b. First Reading of Policies: GAA - GDPA-AR - DL, DBI and DJD1, no action required.
c. Approve Policies DB-FL, moved to the next school board meeting, no action required.
d. HR Reset - version 4, Debra Lindberg made a motion to approve, Linda Montanez seconds,
Risteen Follett shared: she talked with Vince Adams, the process to work through this the board
can make amendments in the future. Open to discussion - Debra Lindberg wants to make sure that
when HR reset rolls out that not any one person can not afford to live. She agrees that there needs
to be a baseline to work from. If the payscale is going to decrease significantly, we cap that

amount. Amend that there will be no more than a 6% decrease in pay for any employee.
Superintendent Gallagher cautioned the board that this can still create an imbalance in current
salary pay. Linda Montanez wants to ensure that when an employee is decreased by 6% that their
cost of living is frozen until the salary schedule is readjusted. Ryan VanLeuven suggested
approving the salary schedule and getting all employees placed correctly. But, put a freeze on the
step increase for the 2023-24 year. If this amendment is put into place Risteen Follett would like
to suggest that a 'due' date be given to the board to re-evaluate the pay increase percentage. This
can be revisited once the certified bargaining is completed as well as the budget is ready for the
2023-24 school year. LaRae Sullivan commented that the budget proposal is due mid April, this
will reflect future enrollment projection more accurately.Risteen Follett would like to request that
if an open position can not be filled internally that the board be consulted before the job is posted
externally. Robert Webb requests that any hiring of a position whether it is a move from
internally or externally it be brought before the board prior to filling or posting. Debra Lindberg
requests that decreases and increases in pay all happen in February and no employee gets
retroactivity back to July. Debra Lindberg withdraws the amendment that caps losses at 6%.
Debra Lindberg recommends adopting the salary schedule of the increase of 2% step scale. Debra
Lindberg approves with amendments of step freezes being implemented until 2024, an
amendment of step increase be placed at a 2% increase for all positions, Linda Montanez seconds.
All in favor, yea.
e. Superintendent hiring memo - amendment to the original calendar that Debra Lindberg was given
permission to keep the application window open longer than the original date. The calendar
would be amended to have the Superintendent application window closing on January 16th. The
screening committee would then begin the confidential training on the 17th. They will debrief and
select the candidates to interview. Interviews will take place February 7th - 11th with finalist

forums being February 20th-21st. Ryan VanLueven motioned to approve with amendments,
Debra Lindberg seconds. All in favor, yea.
f. Special board meeting on January 25th at 7:00 PM after the bond meeting at 6:00 PM. Deb
Lindberg motioned to approve, Robert Webb seconds, all in favor, yea.
g. Seesaw Approval Process - nothing to approve Heather Shunk needs to present it for parent
approval
h. Submission of AED Grant, Linda Montanez approves the booster club applying for a grant from
the OSU folk club to purchase two AEDs for the school, Robert Webb seconds, all in favor, yea.
i. Hiring a long term sub for 3rd grade. Robert Webb approves, Debra Lindberg seconds, Linda
Montanez stepped back as there is a conflict of interest. All in favor, yea.
A brief break is called at 2300 before moving back into Executive Session

Added a second Executive Session per change in agenda at the beginning of the meeting.

Executive Session resumes at 2306
To consult with counsel concerning the legal rights and duties of a public body with regard to current
litigation likely to be filed. (ORS 192.660(2)(h)

Executive Session is adjourned at 2326

Sean Gallagher, Superintendent
301 S 3rd St
PO BOX B
Alsea, OR 97324
Office: 541 487-5646
Fax: 541 487-4089
Email: sean.gallagher@alsea.k12.or.us
www.alsea.k12.or.us

MEMO

Date: January 9, 2023

To: Staff

From: School Board/Sean Gallagher

Re: Hiring of Superintendent

The board needs to approve the following action items regarding the superintendent's search.

a. The board meets to approve the modified calendar 1/12

b. Application window closes 1/16

c. Screening committee training 1/17

d. Debrief the screening committee and select candidates to interview. This only allows the screening committee one week to review applications, but we save a week and still select interviewees before their districts) 1/24 discussion possible move 1/23

e. Candidate interviews (usually not on Fridays, but always keep a weekend day for candidates that can't meet during the week) 2/7-11

f. Finalist Forum 2/20-21

Request for Alsea School Board Action

Date Submitted: January 11, 2023

All items must be submitted to the Alsea School Board on the previous Thursday or (7) working days before the next meeting. You will receive a copy of the Resolution within 5 days following the meeting. Please attach one original and copies for distribution.

Subject: Submitted by: Betsy Brooks, School Nurse, Naomi Shadwick, AWBC Board Member

Action Requested: (If a resolution is requested, please attach, and email a draft to the Executive Secretary)

The Alsea School is in need of some basic medical supplies, specifically AEDs. Please see attached justification for this need.

The Alsea Booster Club has agreed to submit a grant to the OSU Folk Club Thrift Store for funding to purchase two AEDs, one for the school building and one for sporting events.

We are requesting approval from the Alsea School Board to allow the Alsea Booster Club to submit a grant in the amount of $3,300 for the purchase of two AEDs.

Reviewer's Signature Approve/Denied Comments

_____ _____

Alsea School Superintendent

_____

_____

Date: Presented for Board Approval _____ Name: Motion for Approval _____

Name: Seconded Motion _____ Vote: YES NO ABSTAIN

Signature of Authorizing Official_____

ASD Board Chairman

Our school is in need of an Automated External Defibrillator, AED.

Why is this expensive device needed?

According to a publication put out by Columbia University Mailman School of Public Health, about 70% of children survive sudden cardiac arrest. These survivors would not be here without the life saving measures of trained responders and AEDs. Where do these trained responders come from? They are in our community, and yes, in our schools. I personally train our staff and coaches at Alsea in CPR and use of an AED. The problem is, our school does not have a *working* AED.

Would we really use this?

Well, hopefully not! However, I know a student that attended one of the schools I've worked in who was saved by a well trained staff member and the school's AED. The staff member was able to provide over thirty minutes of high quality CPR, which the AED measured and recorded, and delivered needed shocks. This student was able to finish school and graduated with their class, and is still here today!

CPR and AED training in our schools is close to my heart. I became a nurse because my little brother was diagnosed with Hypertrophic Cardiomyopathy (HCM) when he was in middle school-before being cleared to play football. Had he not been correctly diagnosed before playing, he surely would have been a candidate for CPR and use of an AED-and we didn't have them as easily accessible in the 90s as we do today. In fact, 90% of all sport related deaths are caused by one of four conditions with sudden cardiac death being one of the four.

What device to purchase?

There are several on the market today, some cheaper than others, some with more features than others. The device I am suggesting is currently in stock, and offers two features that I think are very important: FULLY AUTOMATIC and it includes a CPR feedback mechanism. This feedback mechanism allows the AED to instruct the CPR provider to increase/decrease depth, and change the pace as needed.

I am hopeful we can purchase the Cardiac Science Powerheart AED G5 fully automatic. I teach CPR/AED/first aid through a company that sells AEDs, and I just became a "sales representative" which means I can purchase an AED at cost! Below, you will find the product and the price. I can purchase this for $1650! This comes with the AED, response kit, medical direction, wall signage and a cabinet. The other one is the same price and comes with a rigid carrying case for easy transport.

Thank you!
Betsy Brooks, RN
Nurse for Alsea School District



Cardiac Science G5 Full-Auto Business Pkg w/ AED, oversite, sign, response kit and cabinet

Product Code: CS-G5-BUS-AUT

Learn More

Cardiac Science G5 Powerheart Business With ICPR					
Product Code	Item	List	Sales Agent Price	Suggested Sale Price	Agent Profit ($ via ACH)
80403-000149	Powerheart G5 (Auto/Semi)	2250			
PK1	Response Kit (Yellow)	18			
AED-TS	Medical Direction	179			
SN/AED01F-912	Wall Sign 2-D	9.7			
Gen1	Cabinet	199			
		$2,655.70	$1,650.00	**$1,850.00**	$200.00
	Enter final sale price in shaded box			$ -	

Cardiac Science G5 Powerheart Mobile PKG With ICPR					
Product Code	Item	List	Sales Agent Price	Suggested Sale Price	Agent Profit ($ via ACH)
80403-000149	Powerheart G5 (Auto/Semi)	2250			
PK1	Response Kit (Yellow)	18			
AED-TS	Medical Direction	179			
XCAAED004A	Semi-Rigid Case	112			
		$2,559.00	$1,650.00	**$1,850.00**	$200.00
	Enter final sale price in shaded box			$ -	

https://www.zoll.com/-/media/uploadedfiles/public_site/markets/public_safety/literature/powerheart-g5-brochure_pp_0516.ashx

HR Reset Proposal v4
Alsea School District
January 12, 2023

Submitted by Sean Gallagher – Acting Superintendent

Memo to: Alsea School District Board of Directors
From: Sean Gallagher, Acting Superintendent
Re: Human Resources “Reset” Proposal V.4
Date: January 12, 2023

Version 4 Update

After the January 12, 2023 board worksession, the board asked me to evaluate three items:

1. Create a 4% step increase salary chart for Classified Staff as a comparison
2. Tighten up the differential between Family Outreach II and IA III
3. Evaluate the % loss for those employees that would be taking a salary cut

Here are my findings:

1. The 4% step increase for Classified Staff is embedded in this proposal. After evaluating the numbers, it places the district right back where we started in regards to being unbalanced in comparison to other positions such as certified staff. I would not recommend supporting a 4% step increase for this reason. This would also significantly reduce any district cost savings of the HR Reset. I am still recommending the 3% step increase, it is a good balance between remaining competitive in the marketplace, balances compensation throughout the district, and treats the employee groups most fairly.
2. The differential between Family Outreach II and IA III is tightened up with reflecting the inherent differences between these positions. IA III staff and those that work with students with high levels of disabilities. This is often referred to as Life Skills. These positions may require frequently dealing with bodily fluids, severe behavior swings, monitoring medication dispersion, facilitating physical apparatus, etc… As a comparison the Family Outreach II position requires working with identifying students and families that are in severe trauma that are in need. This position reaches out to community organizations to acquire grant funding, donations, etc… to help provide the basic necessities for those affected students to be able to come to school and function efficiently. It is hard to tabulate the number of students and families in need, but I am estimating this position is working with ~25% of our student population. Extreme confidentiality is needed with both positions.
3. In evaluating the % loss for certain positions, the differentials are created by staff that were misplaced into compensation packages that didn’t match the position and duties they are currently conducting. This is unfortunate and is the next step in the process of HR Reset to evaluate each employee to ensure they are provided with the correct job descriptions that matches the services they are providing and placed appropriately on the salary schedule. Please keep in mind that the differentials are different as you compare the 2%, 3%, and 4% step increase charts that are contained in this packet. The figures below are generated with my individual meetings with the potentially negatively affected employees. The chart below indicates the range of differentials:

2% Step Increase: -35% to -10%

3% Step Increase: -31% to +4%

4% Step Increase: -28% to +13%

Recommendation:

I want the board to be fully aware that my recommendation holds solid with the 3% step increase salary schedules, any increases are retroactive to July 1, 2022, any decreases in salary are not retroactive and the implementation of this process would occur in February 2023. This approval would also include moving from 2.0 FTE Transportation Supervisor positions to 1.0 FTE. We have a lot of work to do after the board approves the salary schedules with proper employee placement, job description implementation, remaining contracts issued, employee handbooks completed, supplementary budget build, 2023-24 budget build, ensuring the 2023-24 budget is balanced which will require cuts in FTE, etc…

The following language from version 3 has not changed with version 4:

Background:
After taking the position as Acting Superintendent in Alsea SD March 2022, I reviewed processes, procedures, and systems in place. As a result of this review, I noted some anomalies, inconsistencies and missing systems within Human Resources (HR) that required additional review and ultimately, solutions. Subsequently, I contracted with the Coalition of Oregon School Administrators (COSA) for an HR Consultant who could perform reviews of existing systems in place, conduct salary comparisons, provide examples of missing systems, and support the development of processes, procedures, work agreements (not exhaustive) and other systems.
The salary comparison work has been limited to non-represented (Classified, Confidential, Supervisory/Exempt and Administrative) Staff and the District's legal counsel has reviewed documents and procedures as needed.

Specifically:
Classified/Confidential/Supervisory/Administrative Employees

1. Salary comparisons were performed using like-sized and nearby districts that Alsea potentially would compete with as an employer. Outlier "urban" Districts that typically have established higher salaries were used when a nearby district job position comparison was not available or in an attempt to match a current Alsea salary. Comparisons are not perfect–districts are unique–larger districts may have more specific "levels" within a specific job classification and in smaller districts employees may have a broader variety of job duties. In addition, we compared classified positions to the licensed teacher salary range which ranges from approximately $26 per hour (teaching license and Bachelor's degree) to $45 per hour (teaching license and 30 graduate credits beyond Master's degree). Classified positions do not require a Bachelor's degree nor an Associate's degree though some current positions require specialized training. Some classified job descriptions have been updated to include "preferred" degrees (Bachelor's or Associate's) or equivalent. These minimum qualifications are found in comparison districts and some comparison districts require degrees.
2. Job descriptions minimally exist as required by Board Policy Salary GAB. To date, 30 unique job descriptions have been re-developed with help from examples provided by other districts.
3. Insurance–it was noted that all employees, regardless of full time equivalent (FTE), received the full district paid insurance cap. Board policy GCBC/GDBC stipulates that a classified employee is eligible when "contracted for half-time or more per day". The policy only establishes eligibility and does not indicate any proration of benefits at half-time or more. Most comparison districts have similar half-time eligibility but vary in proration of the district paid insurance cap. I have made suggestions for the proration of the District cap according to FTE as follows to be approved at a later date as a part of the employee handbook that will outline benefits:
    - 0.75-1.00 FTE = full benefit
    - 0.50-.74 FTE= prorated benefit, employee can purchase the difference
    - 0.00-0.49 FTE = no benefit unless employee purchases the benefit

We have also added a benefit for qualified/eligible employees who do not need insurance and opt out, the District will place 50% of their district contribution into a Health Reimbursement Account (HRA) in lieu of insurance which has already been board approved.

4. Life Insurance–I suggest that we add this benefit for all employees. It is an affordable benefit that will provide much needed financial support in a family's time of intense need. This is to be approved at a later date as a part of the employee handbook that will outline benefits

5. Salary schedules were not consistently in place and those in place varied by position in terms of step increases. I have provided proposed salary schedules for Classified & Confidential (10 steps), Administrative employees (8 steps) for 2022-2023 only..
6. ”Salary and Benefits”--Salary and Benefits documents are being drafted and will be proposed for future Board Adoption.
7. The Staff Handbook is still in the process of being completed utilizing a model provided by Oregon School Boards’ Association (OSBA). As the Board is now experiencing, it required a deep dive into required Board policies which are currently being updated. It was during this process that the full understanding and weight of how outdated our Board policies were. Outdated policies puts the District at risk in that administrators and staff may not be following required processes defined in rule or statute. In turn, this puts students at increased risk.
8. We have contracted with OSBA to conduct a full scope policy review. The board will be experiencing an accelerated process with the help of the OSBA Policy Review team that utilizes a team of attorney’s to monitor current state and federal laws. Their assistance is critical in helping the District come into legal compliance.

Supervisory and Confidential Employees

1. I recommend reclassification of the Transportation Supervisor and Asst. Transportation Supervisor into one “Transportation Supervisor” position. This position will be in the “exempt from overtime” classification. The Transportation Supervisor position will be required to perform annual evaluations of all employees under the direction of the Transportation Department Supervisor.
2. I recommend reclassification of Executive (hourly, non-exempt from overtime) Administrative Assistants under the direction of a Licensed District Administrator (e.g., Superintendent, Director of Special Education, or future Director level position).

Administrative Employees

1. I recommend increasing the salary of the Director of Special Education as it is a District level position and requires an advanced (Professional) administrative licensure.
2. I recommend a slight increase in principal salaries overall; however, assistant principals will begin at a lower salary rate than was in place. This, because currently administrative salaries were the same regardless of position and had zero steps attached to reflect administrative experience.
3. I recommend adding a District paid state educational professional association dues (COSA) and professional development reimbursement for Administrators–this is in alignment with other Districts. This is to be approved at a later date as a part of the employee handbook that will outline benefits.

Classified

1. Currently the district has two Instructional Assistants (IA) classifications: Tier I and Tier II. I found the differences between Tier I and Tier II general and special education IAs to be negligible or indistinguishable. The recommendation is to collapse Tier I and Tier II into one “Instructional Assistant I” job description. Furthermore, it was found that the salaries within Tier I and Tier II were not competitive and the recommendation is to increase the hourly rate. We are adding Instructional Assistant II for those employees managing, scheduling, coordinating various intervention groups. IA II positions will also track data, pull data, train other Instructional Assistants, etc. Instructional Assistant III will be for IAs who provide support for students with moderate to severe developmental physical or behavioral challenges.
2. Transportation–*to repeat, salary comparisons were performed using nearby and like-sized districts that Alsea potentially would compete with as an employer. Outlier “urban” Districts that typically have established higher salaries were used when a nearby district job position comparison was not available or in an attempt to match a current Alsea salary.* Transportation was one such example in that many nearby comparison districts contracted for this service. It appears that Alsea SD transportation drivers, mechanic, and trainer are receiving some of the highest salaries compared to comparison districts, including larger urban outlier districts. In addition, one contracted transportation service provider starts its drivers at a lower rate of pay than what is proposed here. After a great deal of evaluation and based upon the rural location of Alsea and the large distances that drivers currently cover under sometimes inclement weather conditions, I am proposing that driver salaries remain the same. These salaries are beyond competitive, but are necessary to maintain a dedicated and engaged workforce. The drivers travel long route distances as a requirement of the district’s charter status.
3. Transportation Incentives - In the exhaustive comparison search that was conducted as a part of this HR Reset project, it was noted that most transportation departments offer sign-on and longevity bonuses for certified drivers. I am recommending a $500 sign-on bonus and a $500 longevity bonus starting with the fifth year of service be implemented. I spoke with many Superintendents of other districts that were having to cancel routes due to a lack of drivers. Maintaining an adequate driver fleet is the bread and butter to a charter district such as

Alsea. Canceling routes is not appropriate due to the distance from school to home that many of our students venture from (i.e. Walport, Junction City, Monroe, Albany, etc…) This is to be approved at a later date as a part of the employee handbook that will outline benefits.

4. "Specialized" positions–there were a number of specialized positions that were also paid at higher rates of pay as compared to comparison districts. I recommend adding these positions into more traditionally defined classified positions (e.g., Instructional Assistants, Office/Secretarial, and Executive Assistants to District Office).
5. Lunch Compensation - currently all classified employees are being paid for a 30 minute duty free lunch. This was agreed to by the district many years ago. This is not a common practice and not in compliance with current Oregon Bureau of Labor and Industries (BOLI) laws. I am recommending that this practice is eliminated to reflect current BOLI law which states:

"For each 8-hour work period you get these breaks free from work responsibilities:

a. Two 10 minute paid rest breaks
b. One 30 minute unpaid meal break"
c. BOLI : Meals and breaks : For Workers : State of Orego

This is to be approved at a later date as a part of the employee handbook that will outline benefits.

6. Holiday Pay - currently in accordance with Board Policy GCBE/GDBE - Vacations and Holiday, only classified employees that are hired "on an annual or twelve months basis" are granted the following paid holidays. Per OSBA's recommendation, this policy will be deleted as a part of the Policy Reset Project:
    1. Independence Day; 2. Labor Day; 3. Thanksgiving day and the day after; 4. Memorial Day; 5. Veterans Day; 6. Presidents' Day; 7. Christmas day, plus one and one-half days during Christmas vacation; 8. New Year's Day; 9. Spring break (one day during regular spring vacation – not more than two employees off on any one day).

As a part of the HR Policy Reset project, this will be eliminated since benefits such as Holiday pay are outlined in HR Handbooks that are still in development. The common practice is to pay employees for holidays that fall within their work calendar. A classified employee following a standard student contact calendar would most likely be granted five paid holidays. I would recommend that holiday pay be defined in the handbooks, not in policy to align with standard operating procedures.

Evaluations
Evaluations–evaluation systems have not been fully developed for any employee group prior to my arrival March 2022.. This was a concern for all employees but specifically for licensed teachers and administrators as these are required by Oregon Law (requirements set forth in ESSA - federal law, and SB 290 - Oregon law) and the results of such evaluations must be reported to the Oregon Department of Education on an annual basis. This requirement has been in place for more than a decade. I am thrilled to let the Board know that Alsea is currently developing and implementing a legally compliant (separate) Teacher and Administrator evaluation system. The district has subscribed with TeachBoost that will integrate the new evaluation system into a streamlined electronic database system that will create much more efficiency and ease of use for all licensed staff and supervising administrators. Collaboration with Alsea Education Association (AEA) including professional development training is still in process as required by law. In addition, evaluations are being developed for classified and confidential/exempt employees.

Stipends
Each district position currently receiving a stipend will be examined and a determination will be made as to whether the stipend will continue. At this time, some stipends are not reflected in the Licensed CBA "Extra Duty" salary schedule and it is unclear why some stipends are being paid and what additional duties are being performed. All stipends paid need to align with the CBA for employees covered by the CBA. Currently Alsea Education Association (AEA) & the district have agreed to open bargaining this year to address areas such as stipends.

Certified Salaries
This is a negotiated item with AEA, the district continues to place certified staff appropriately on the salary schedule. Unfortunately, there are many certified staff members that have been inappropriately placed in accordance to their level of education and experience. The district is working collaboratively with AEA to reassess certified membership salary placement in accordance with state negotiations laws.

Timeline & Retroactivity
I am recommending to the board that any salaries that are increased are retroactive to July 1, 2022. The rationale is that these people have been doing their jobs all year as assigned. I recommend that all salaries that are going to be decreased will not take effect until February 2023. I feel this is the correct way to treat people as they have made financial decisions to commit to the district either way. I have personally met with all identified employees that will potentially be negatively affected pending board approval. The board can choose to amend this timeline as they see fit.

Funding
I think we all wish that we could pay "business market" competitive salaries to our employees, but unfortunately the state and federal government does not fund schools at this level. After a great deal of analysis and comparisons, I am recommending that the board approve the salary schedules as presented. The HR Reset project is really a two year venture that the district is attempting to accomplish in 6-8 months.

Handbooks
These documents are still in development that outline HR procedures, benefits, etc… for board consideration at a later date.

District Cost
This is undetermined at this time until after the board approves the changes and I meet with all individual employees to assure placement on the adopted salary schedules. Initial estimates indicate that the adjustments recommended in the proposed salaries will actually save the district some money, although this was not the prioritized goal of the project. A more impactful goal is to balance the salary structure within the district to ensure employees are being compensated appropriately in accordance with skill level, experience, certifications, and education. It is important to remain competitive with surrounding public school districts that provide the main competition for valuable employee recruitment and retention.

Once the board approves the salary schedules, the next steps are:

- Meet with AEA officials and all AEA membership employees that we suspect were not placed appropriately on the negotiated salary schedule;
- Meet with all support staff to properly evaluate placement on the newly approved salary schedules. Most personnel files do not have current resumes and/or documentation that I could use to determine salary placement and will need to be provided by the employees.
- Distribute job descriptions
- District work calendars
- Non-exempt employees to select either annualization of salary or monthly according to hours worked
- Issue administrative contracts

Summary
A HR Reset project is important to complete to provide both the district and the employee groups with:

1. Balanced salary and compensation packages
2. Competitive compensation with other "like" and "regionally competitive" districts
3. Fair compensation packages
4. Fiscal accountability to the public tax payers
5. Uphold pay equity legal requirements

It is important to note that many district employees live out of the Alsea community. The IRS reimbursement rate is at $0.625/mile which covers fuel, oil changes, tire wear, depreciation, etc… If you are a 174 day contracted teacher living in Philomath, the cost to travel to and from the district throughout the course of the work calendar is $3,480. A 260 contracted employee living in Albany, the cost increases to $9,750. The district needs to offer competitive compensation packages to offset travel costs due to limited housing available in Alsea.

Step & COLA Increases:

The proposed salary schedules include a 3% step increase except for the bus drivers which is currently a variable rate. I have included a 2% step increase option for the board to consider. Keep in mind that a 2% step increase will most likely result in the loss of additional staff over the 3% step increases. None of the options include a COLA adjustment at this time.

I would like to thank the Confederation of Oregon School Administrators (COSA) for providing to the district the HR resources to be able to conduct the scope of this work with an aggressive timeline.

Alsea S.D. Administrative Proposed Salary Schedule V3

2022-2023 Salary Schedule

Administrator/Licensed 3% Step	Days	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Comparisons	Note
Building Principal	220	$87,000.00	$89,610.00	$92,298.30	$95,067.25	$97,919.27	$100,856.84	$103,882.55	$106,999.03	$87K-$120K	3% step
Building Assistant Principal	220	$76,368.00	$78,659.04	$81,018.81	$83,449.38	$85,952.86	$88,531.44	$91,187.39	$93,923.01	$74k-$99K	
District Administrator 3% Step											
Special Education Director	240	$90,209.00	$92,915.27	$95,702.73	$98,573.81	$101,531.02	$104,576.95	$107,714.26	$110,945.69	$88k-$126K	
Business Manager	260	$72,907.00	$75,094.21	$77,347.04	$79,667.45	$82,057.47	$84,519.19	$87,054.77	$89,666.41	$67K - $120K	

Administrator/Licensed 2% Step	Days	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Comparisons	Note
Building Principal	220	$87,000.00	$88,740.00	$90,514.80	$92,325.10	$94,171.60	$96,055.03	$97,976.13	$99,935.65	$87K-$120K	2% step
Building Assistant Principal	220	$76,368.00	$77,895.36	$79,453.27	$81,042.33	$82,663.18	$84,316.44	$86,002.77	$87,722.83	$74k-$99K	
District Administrator 2% Step											
Special Education Director	240	$90,209.00	$92,013.18	$93,853.44	$95,730.51	$97,645.12	$99,598.03	$101,589.99	$103,621.79	$88k-$126K	
Business Manager	260	$72,907.00	$74,365.14	$75,852.44	$77,369.49	$78,916.88	$80,495.22	$82,105.12	$83,747.23	$67K - $120K	

Date= 1/10/23

Alsea School District Exempt/Confidential Proposed Salary Schedule

Exempt/Confidential

2022-2023 Salary Schedule 3% Step

Position											Comparisons
Confidential/Exempt	**Days**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**	**Step 9**	**Step 10**	
Executive (Board/Superintendent) Assistant	260	$54,798.02	$56,492.80	$58,240.00	$59,987.20	$61,786.82	$63,640.42	$65,549.63	$67,516.12	$69,541.60	$71,627.85	$42k-$80k
Technology Coordinator	240	$63,300.74	$65,258.50	$67,276.80	$69,295.10	$71,373.95	$73,515.17	$75,720.63	$77,992.25	$80,332.02	$82,741.98	$69k-$110k
Maintenance Supervisor	260	$68,575.80	$70,696.70	$72,883.20	$75,069.70	$77,321.79	$79,641.44	$82,030.68	$84,491.60	$87,026.35	$89,637.14	$35k-$123k
Transportation Supervisor	240	$61,675.05	$63,582.53	$65,549.00	$67,515.47	$69,540.93	$71,627.16	$73,775.97	$75,989.25	$78,268.93	$80,617.00	$58k-$115K
Confidential/Hourly												
Administrative Assistant to District Office	220-260	$25.00	$25.75	$26.52	$27.32	$28.14	$28.98	$29.85	$30.75	$31.67	$32.62	$20-$38
Administrative Assistant to SpEd Director	220-260	$25.00	$25.75	$26.52	$27.32	$28.14	$28.98	$29.85	$30.75	$31.67	$32.62	$20-$38

2022-2023 Salary Schedule 2% Step

Position											Comparisons
Confidential/Exempt	**Days**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**	**Step 9**	**Step 10**	
Executive (Board/Superintendent) Assistant	260	$54,798.02	$55,893.98	$57,011.86	$58,152.10	$59,315.14	$60,501.44	$61,711.47	$62,945.70	$64,204.61	$65,488.71	$42k-$80k
Technology Coordinator	240	$63,300.74	$64,566.75	$65,858.09	$67,175.25	$68,518.76	$69,889.13	$71,286.91	$72,712.65	$74,166.91	$75,650.24	$69k-$110k

Maintenance Supervisor	260	$68,575.80	$69,947.32	$71,346.26	$72,773.19	$74,228.65	$75,713.22	$77,227.49	$78,772.04	$80,347.48	$81,954.43	$35k-$123k
Transportation Supervisor	240	$61,675.05	$62,908.55	$64,166.72	$65,450.06	$66,759.06	$68,094.24	$69,456.12	$70,845.25	$72,262.15	$73,707.39	$58k-$115K
Confidential/Hourly												
Administrative Assistant to District Office	220-260	$25.00	$25.50	$26.01	$26.53	$27.06	$27.60	$28.15	$28.72	$29.29	$29.88	$20-$38
Administrative Assistant to SpEd Director	220-260	$25.00	$25.50	$26.01	$26.53	$27.06	$27.60	$28.15	$28.72	$29.29	$29.88	$20-$38

1/9/2023

Alsea School District Classified Proposed Salary Schedule v3

2022-23 Only, 3%+
step

Classified Positions

Transportation	Days	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Comparison ranges Step 1	Note
Bus Driver-Regular	163	$25.00	$26.25	$27.56	$28.66	$29.81	$31.00	$31.93	$32.89	$33.55	$34.22	$17-$26	2-5% step
Bus Monitor	163	$15.00	$15.45	$15.91	$16.39	$16.88	$17.39	$17.91	$18.45	$19.00	$19.57	$15.50-$20.3	3% step
Bus Driver Trainer	TBD	$26.00	$26.78	$27.58	$28.41	$29.26	$30.14	$31.04	$31.97	$32.93	$33.92	$18.5-$31	3% step
Mechanic	TBD	$26.00	$26.78	$27.58	$28.41	$29.26	$30.14	$31.04	$31.97	$32.93	$33.92	$21-$31	3% step
Dispatcher	163	$18.00	$18.54	$19.10	$19.67	$20.26	$20.87	$21.50	$22.15	$22.81	$23.49	$18-$27	3% step
Type 10/Sub Driver	N/A	$16.00											
Instructional Assistants													
Instructional Asst. I	163	$15.00	$15.45	$15.91	$16.39	$16.88	$17.39	$17.91	$18.45	$19.00	$19.57	$14-$22	3% step
Instructional Assistant II - Title/Intervention	163-200	$16.50	$17.00	$17.51	$18.04	$18.58	$19.14	$19.71	$20.30	$20.91	$21.54	$14-$21	3% step
Instructional Assistant III	163	$18.00	$18.54	$19.10	$19.67	$20.26	$20.87	$21.50	$22.15	$22.81	$23.49	$13.60-$24	3% step
Transitions/School to Work*	163	$17.00	$17.51	$18.04	$18.58	$19.14	$19.71	$20.30	$20.91	$21.54	$22.19	$15-$25	3% step
Family/Community													

Family Outreach I*	163	$17.25	$17.77	$18.30	$18.85	$19.42	$20.00	$20.60	$21.22	$21.86	$22.52	$13.55-$32	3% step
Family Outreach II (AA or equiv in SW/HHS Related field required)*	163	$23.00	$23.69	$24.40	$25.13	$25.88	$26.66	$27.46	$28.28	$29.13	$30.00	$24-$32	3% step
Maintenance/Grounds													
Custodian I	260	$15.00	$15.45	$15.91	$16.39	$16.88	$17.39	$17.91	$18.45	$19.00	$19.57	$14-$28	3% step
Secretarial/Office													
Secretary I/Clerical (new)	163	$15.50	$15.97	$16.45	$16.94	$17.45	$17.97	$18.51	$19.07	$19.64	$20.23	$14-$22	3% step
Secretary II (Head Secretary)	220-240	$20.00	$20.60	$21.22	$21.86	$22.52	$23.20	$23.90	$24.62	$25.36	$26.12	$14-$28	3% step
Business													
Payroll	260	$24.00	$24.72	$25.46	$26.22	$27.01	$27.82	$28.65	$29.51	$30.40	$31.31	$16-$32	3% step
Accounts Payable	220-260	$22.00	$22.66	$23.34	$24.04	$24.76	$25.50	$26.27	$27.06	$27.87	$28.71	$16-$28	3% step
HR Assist/Benefits	260	$20.00	$20.60	$21.22	$21.86	$22.52	$23.20	$23.90	$24.62	$25.36	$26.12	$16-$33	3% step
Food Service													
Food Service Coordinator	174	$17.00	$17.51	$18.04	$18.58	$19.14	$19.71	$20.30	$20.91	$21.54	$22.19	$15-$33	3% step
Food Service Worker	163	$14.50	$14.94	$15.39	$15.85	$16.33	$16.82	$17.32	$17.84	$18.38	$18.93	$13.44-$20	3% step

Additional days may be added upon approval of the Superintendent for training, provide services, etc.
****These positions generally will have additional days during summer months with approval of the Superintendent***

1/12/2023

Alsea School District Classified Proposed Salary Schedule v3

2022-23 Only, 4%
step

Classified Positions

Transportation	Days	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Comparison ranges Step 1	Note
Bus Driver-Regular	163	$25.00	$26.00	$27.04	$28.12	$29.25	$30.42	$31.63	$32.90	$34.21	$35.58	$17-$26	4% step
Bus Monitor	163	$15.00	$15.60	$16.22	$16.87	$17.55	$18.25	$18.98	$19.74	$20.53	$21.35	$15.50-$20.3	4% step
Bus Driver Trainer	TBD	$26.00	$27.04	$28.12	$29.25	$30.42	$31.63	$32.90	$34.21	$35.58	$37.01	$18.5-$31	4% step
Mechanic	TBD	$26.00	$27.04	$28.12	$29.25	$30.42	$31.63	$32.90	$34.21	$35.58	$37.01	$21-$31	4% step
Dispatcher	163	$18.00	$18.72	$19.47	$20.25	$21.06	$21.90	$22.78	$23.69	$24.63	$25.62	$18-$27	4% step
Type 10/Sub Driver	N/A	$16.00											
Instructional Assistants													
Instructional Asst. I	163	$15.00	$15.60	$16.22	$16.87	$17.55	$18.25	$18.98	$19.74	$20.53	$21.35	$14-$22	4% step
Instructional Assistant II - Title/Intervention	163-200	$16.50	$17.16	$17.85	$18.56	$19.30	$20.07	$20.88	$21.71	$22.58	$23.48	$14-$21	4% step
Instructional Assistant III	163	$18.00	$18.72	$19.47	$20.25	$21.06	$21.90	$22.78	$23.69	$24.63	$25.62	$13.60-$24	4% step
Transitions/School to Work*	163	$17.00	$17.68	$18.39	$19.12	$19.89	$20.68	$21.51	$22.37	$23.27	$24.20	$15-$25	4% step
Family/Community													

Family Outreach I*	163	$17.25	$17.94	$18.66	$19.40	$20.18	$20.99	$21.83	$22.70	$23.61	$24.55	$13.55-$32	4% step
Family Outreach II (AA or equiv in SW/HHS Related field required)*	163	$23.00	$23.92	$24.88	$25.87	$26.91	$27.98	$29.10	$30.27	$31.48	$32.74	$24-$32	4% step
Maintenance/Grounds													
Custodian I	260	$15.00	$15.60	$16.22	$16.87	$17.55	$18.25	$18.98	$19.74	$20.53	$21.35	$14-$28	4% step
Secretarial/Office													
Secretary I/Clerical (new)	163	$15.50	$16.12	$16.76	$17.44	$18.13	$18.86	$19.61	$20.40	$21.21	$22.06	$14-$22	4% step
Secretary II (Head Secretary)	220-240	$20.00	$20.80	$21.63	$22.50	$23.40	$24.33	$25.31	$26.32	$27.37	$28.47	$14-$28	4% step
Business													
Payroll	260	$24.00	$24.96	$25.96	$27.00	$28.08	$29.20	$30.37	$31.58	$32.85	$34.16	$16-$32	4% step
Accounts Payable	220-260	$22.00	$22.88	$23.80	$24.75	$25.74	$26.77	$27.84	$28.95	$30.11	$31.31	$16-$28	4% step
HR Assist/Benefits	260	$20.00	$20.80	$21.63	$22.50	$23.40	$24.33	$25.31	$26.32	$27.37	$28.47	$16-$33	4% step
Food Service													
Food Service Coordinator	174	$17.00	$17.68	$18.39	$19.12	$19.89	$20.68	$21.51	$22.37	$23.27	$24.20	$15-$33	4% step
Food Service Worker	163	$14.50	$15.08	$15.68	$16.31	$16.96	$17.64	$18.35	$19.08	$19.84	$20.64	$13.44-$20	4% step

Additional days may be added upon approval of the Superintendent for training, provide services, etc.
****These positions generally will have additional days during summer months with approval of the Superintendent***

1/12/2023

Alsea School District Classified Proposed Salary Schedule v3

2022-23 Only, 2%

step

Classified Positions

Transportation	Days	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Comparison ranges Step 1	Note
Bus Driver-Regular	163	$25.00	$25.50	$26.01	$26.53	$27.06	$27.60	$28.15	$28.71	$29.28	$29.87	$17-$26	2% step
Bus Monitor	163	$15.00	$15.30	$15.61	$15.92	$16.24	$16.56	$16.89	$17.23	$17.57	$17.92	$15.50-$20.3	2% step
Bus Driver Trainer	N/A	$26.00	$26.52	$27.05	$27.59	$28.14	$28.70	$29.27	$29.86	$30.46	$31.07	$18.5-$31	2% step
Mechanic	N/A	$26.00	$26.52	$27.05	$27.59	$28.14	$28.71	$29.28	$29.87	$30.46	$31.07	$21-$31	2% step
Dispatcher	163	$18.00	$18.36	$18.73	$19.10	$19.48	$19.87	$20.27	$20.68	$21.09	$21.51	$18-$27	2% step
Type 10 Driver	N/A	$16.00											
Instructional Assistants													
Instructional Asst. I	163	$15.00	$15.30	$15.61	$15.92	$16.24	$16.56	$16.89	$17.23	$17.57	$17.92	$14-$22	2% step
Instructional Assistant II - Title/Intervention	163-200	$16.50	$16.83	$17.17	$17.51	$17.86	$18.22	$18.58	$18.95	$19.33	$19.72	$14-$21	2% step
Instructional Assistant III	163	$18.00	$18.36	$18.73	$19.10	$19.48	$19.87	$20.27	$20.68	$21.09	$21.51	$13.60-$24	2% step
Transitions/School to Work*	163	$17.00	$17.34	$17.69	$18.04	$18.40	$18.77	$19.15	$19.53	$19.92	$20.32	$15-$25	2% step
Family/Community													
Family Outreach I*	163	$17.25	$17.60	$17.95	$18.31	$18.68	$19.05	$19.43	$19.82	$20.22	$20.62	$13.55-$32	2% step
Family Outreach II (AA or equiv in SW/HHS Related field required)*	163	$23.00	$23.46	$23.93	$24.41	$24.90	$25.40	$25.91	$26.43	$26.96	$27.50	$24-$32	2% step
Maintenance/Grounds													
Custodian I	260	$15.00	$15.30	$15.61	$15.92	$16.24	$16.56	$16.89	$17.23	$17.57	$17.92	$14-$28	2% step
Secretarial/Office													

Secretary I/Clerical (new)	163	$15.50	$15.81	$16.13	$16.45	$16.78	$17.12	$17.46	$17.81	$18.17	$18.53	$14-$22	2% step
Secretary II (Head Secretary)	220-240	$20.00	$20.40	$20.81	$21.23	$21.65	$22.08	$22.52	$22.97	$23.43	$23.90	$14-$28	2% step
Business													
Payroll	260	$24.00	$24.48	$24.97	$25.47	$25.98	$26.50	$27.03	$27.57	$28.12	$28.68	$16-$32	2% step
Accounts Payable	220-260	$21.50	$21.93	$22.37	$22.82	$23.28	$23.75	$24.23	$24.71	$25.20	$25.70	$16-$28	2% step
HR Assist/Benefits	260	$20.00	$20.40	$20.81	$21.23	$21.65	$22.08	$22.52	$22.97	$23.43	$23.90	$16-$33	2% step
Food Service													
Food Service Coordinator	174	$17.00	$17.34	$17.69	$18.04	$18.40	$18.77	$19.15	$19.53	$19.92	$20.32	$15-$33	2% step
Food Service Worker	163	$14.50	$14.79	$15.09	$15.39	$15.70	$16.01	$16.33	$16.66	$16.99	$17.33	$13.44-$20	2% step

Additional days may be added upon approval of the Superintendent for training, provide services, etc.
****These positions generally will have additional days during summer months with approval of the Superintendent***

1/12/2023

Alsea School District 2022-2023	
Classified Positions	
Proposed Substitute Rates	
Transportation	**Step 1**
Bus Driver-Regular	$25.00
Bus Monitor	$15.00
Bus Driver Trainer	$26.00
Mechanic	$26.00
Dispatcher	$22.50
Type 10 Driver	$16.00
Instructional Assistants	
Instructional Asst. I	$15.00
Instructional Assistant II - Lead Title/Intervention	$16.50
Instructional Assistant III	$17.00
Transitions/School to Work*	$17.00
Family/Community	
Family Outreach I*	$17.25
Family Outreach II (AA or equiv in SW/HHS Related field required)*	$18.50
Maintenance/Grounds	
Custodian I	$15.00
Secretarial/Office	
Secretary I/Clerical (new)	$15.50
Secretary II (Head Secretary)	$20.00

Food Service	
Food Service Coordinator	$17.00
Food Service Worker	$14.50
12/1/2022	

District Administration Office
Mr. Sean Gallagher – Acting Superintendent
301 S 3rd St
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MEMO

Ok for board approval
1/12/23

Date: 1/12/23

To: Sean Gallagher

From: Eric Clendenin

Re: Substitute teacher

Superintendent Gallagher;

It is my recommendation that the Alsea School District considers hiring Substitute teacher Anna Chilcote for the long-term substitute position of 3rd grade teacher during the absence of our regularly contracted 3rd grade teacher, Ms. Sandra Pinion.

Anna Chilcote is a recent graduate of the Western Oregon University School of Education and has the educational background to meet all hiring requirements for this position. Ms. Chilcote has already began this Substitute position as of last week, Tuesday, Jan 3, 2023, and has done an admirable job on such short notice. This only enhances my recommendation.

Additionally, I requested that Anna come into Alsea School to begin preparing for this short-notice opening on Monday, January 2, 2023. Anna did in fact work a long day here in the 3rd grade classroom and it is my recommendation that we make sure to pay her accordingly.

Anna Chilcote has already proved to be a high-quality asset to the Alsea School District and it is my sincerest hope we can secure her service for the foreseeable future.

Respectfully submitted,

Eric S. Clendenin

Your Name and Position

301 S 3rd St
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Alsea, OR 97324
Office: 541 487-5643
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Cell: 541 760-7968
Email: Shirley.koetz@alsea.k12.or.us
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MEMO

OK for board approval
1/10/23

Date: 1/4/23

To: Sean Gallagher

From: Bart Rothenberger

Re: Coop with Philomath for Baseball/Softball

I would like to propose and have approval for a coop for Baseball and Softball with Philomath High School. I have spoken with Tony Matta at Philomath High School and they would like to honor the coop. I have surveyed out student athletes and currently we had 4 girls interested in softball and 4 boys interested in baseball. Earlier in the year we were looking at cooping with Eddyville for both but with the lack of interest we can not justify the cost for such few student athletes. I feel since we have a bus that goes to Philomath after school it makes perfect since for us to coop with Philomath. Other options would be Monroe.

Sincerely,

Bart Rothenberger
Athletic Director

District Administration Office
Mr. Sean Gallagher – Acting Superintendent
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Fax: 541 487-4089

Email: sean.gallagher@alsea.k12.or.us
www.alsea.k12.or.us

MEMO

Date: 01/12/2023

To: Board of Directors

From: Sean Gallagher – Acting Superintendent

Re: Bond Project Update

The district has been conducting their due diligence with ensuring all legal requirements are in place before the contractor GMP's are in place. The district has acquired the services of legal counsel to guide this effort along with a project advisor through LBL ESD. The district issued a certified letter to CB Construction in December for an immediate response on areas that were either not defined or the district felt were missing. CB Construction responded favorably in accordance to legal counsel and our project advisor. Since time has evolved through this process since the last GMP's were submitted to the district at the end of October, CB Construction will need time to verify the figures from sub-contractors are still accurate and due to capacity issues, CB will not be able to conduct the electrical work, thus they are actively searching for an electrical contractor to complete the work.

After meeting with the Bond Oversite Committee (BOC) on January 11, 2023 with CB Construction and Straightline Architects, it is recommended that the Board of Directors sets a special meeting for January 26, 2023 to review the updated GMP's that CB Construction will be submitting by January 18, 2023. I look forward to moving this project forward.

17. Adjourn
    Adjourn the School Boarding meeting 2329
18. Key Dates and Calendar Updates
        January 13, 2023 In Service/Grading Day
        January 16, 2023 Martin Luther King Day
        January 17, 2023 Fireside Chat
        January 17, 2023 Special Board Meeting
        January 17 – 27, 2023 J Term
        January 20, 2023 School in Session
        January 27, 2023 School in Session

    January 13, 2023, In Service / Grading Day
    January 16, 2023, Martin Luthar King Day
    January 17, 2023, Fireside Chat
    January 17, 2023, Special Board Meeting
    January 17-27, 2023, J Term
    January 20, 2023, School in Session
    January 27, 2023, School in Session