1. CALL MEETING TO ORDER
   a. Flag Salute

2. RECOGNITION OF STUDENTS, STAFF AND/OR PUBLIC

3. DISCUSSION REPORTS
   a. Property and Casualty Insurance
   b. Annual Restraint and Seclusion Report

4. ACTION ITEMS
   a. Approval of Minutes
   b. Approve Alternative Education Programs
   c. Approve Resignation/Release from Contracts
   d. Approve Licensed Elections
   f. Approve High School Coaching Handbook

5. INFORMATION FROM ADMINISTRATIVE STAFF

6. SUPERINTENDENT'S REPORT
   a. Financial Report
   b. Personnel – Information Only
   c. First Reading – Board Policies
      GBH/JECAC Staff/Student Parent Relations
      GBMA Whistleblower
      GCDBA/GBDA Family Medical Leave
      ING Animals in District Facilities
      JEC Admissions
      JECBD Homeless Students
      JOC Legal Names of Students
   d. First Review – Administrative Regulations
      GBN/JBA-AR Sexual Harassment Complaint Form
      GCBDA/GBDA-AR(1) FMLA/OLFA
      GCBDA/GBDA-AR(2) Request for Family and Medical Leave
      GCBDA/GBDA-AR(3)(A) Certification of Health Care Provider (Employee)
      GCBDA/GBDA-AR(3)(B) Certification of Health Care Provider (Family Member)
      GCBDA/GBDA-AR(3)(C) Military Family Leave
      GCBDA/GBDA-AR(3)(D) Military Family Leave
      GCBDA/GBDA-AR(4) FMLA/OLFA Eligibility Notice to Employee
      GCBDA/GBDA-AR(5) Sample Designation Letter to Employee-FMLA/OLFA Leave
      GCBDA/GBDA-AR(6) Designation Notice – FMLA/OLFA
      GCBDA/GBDA-AR(7) Fitness-for-Duty Certification
      GCC-AR Hiring Procedures All Staff
      ING-AR Animals in District Facilities
      JECBD-AR Homeless Students
7. PRESENTATIONS AND SUGGESTIONS FROM BOARD MEMBERS
   a. Meeting with New Staff
   b. Gladstone Business Owners Meeting Schedule and Committee Assignments for 17/18

8. PUBLIC PARTICIPATION
   Reminder that statements by members of the public should be concise and will be limited to three (3) minutes. Questions for the Board should be submitted in writing.

9. ADJOURNMENT
   There will be a Work Session at 8:30 am on August 12, 2017. The next regular School Board meeting is scheduled at 6:30 pm on Wednesday, September 13, 2017, at the School District Administration Office, 17789 Webster Road, Gladstone, Oregon. The new staff meet and greet will be held prior to the September meeting at 5:30 pm at Kraxberger Middle School.

   Agenda items for the next regular School Board meeting:
   Financial Report
   Second Reading of listed Board Policies

Sharon Soliday, School Board Chair
Bob Stewart, Superintendent

PUBLIC PARTICIPATION IN BOARD MEETINGS

1. A visitor may be recognized by the Chair by rising, identifying himself/herself with his/her full name and address, and stating his/her purpose for appearing.
2. A group of visitors with a common purpose will designate a spokesperson to speak for the group.
3. Anyone wishing to address the Board on any item may do so during the public comments section of the agenda. The Board reserves the right to delay discussion of any item presented to later in the meeting or at a subsequent meeting. So the Board can give thoughtful responses, questions to the Board need to be submitted in writing.
4. Discussion or presentation concerning a published agenda item is limited to its designated place on the agenda.
5. At the discretion of the Chair, when meetings are large or controversial, anyone wishing to speak before the Board, either as an individual or as a member of a group, on any agenda item or other topic, may do so by providing information to the Board secretary on a sign-in sheet prior to the meeting. This will help the Chair provide adequate time for each agenda item.
6. Statements by members of the public should be concise and will be limited to three (3) minutes.
7. Speakers may offer objective criticism of school operations and programs but the Board will not hear complaints concerning specific school personnel. The Chair will direct the visitor to the appropriate means for Board consideration and disposition of legitimate complaints involving individuals.
8. These procedures will be published on the back of every Board meeting agenda.
9. Please turn off or silence all electronic devices during the Board meeting.

Board of Directors:
Sharon Soliday, Chair  Kristin Eaton, Vice Chair  Tracey Grant, Greg Lind, Jay Schmidt, Steve Stewart, Nicole Vera-Vera Couzens
SUPERINTENDENT’S REPORT

August 9, 2017

1. CALL MEETING TO ORDER
   a. Flag Salute

2. RECOGNITION OF STUDENTS, STAFF AND/OR PUBLIC

3. DISCUSSION REPORTS
   a. Property and Casualty Insurance

   The Gladstone School District’s property and liability coverage is through Property and Casualty Coverage for Education (PACE). PACE is the largest insurance pool of school entities in Oregon. It combines the resources of more than two hundred schools and other government entities. Brown and Brown Northwest is the District insurance agent of record. For 2017-18 the premium total for Property, Liability, Crime, Auto, Boiler/Mechanical insurance coverage is $138,460, a 0.05% increase over 2016-17. Ron Cutter, Agent of Record, through Brown and Brown Northwest, will be in attendance and share the current coverage and answer questions.

   Samantha Nelson, director of finance and operations, will also be available to answer questions.

   b. Annual Restraint and Seclusion Report

   As per ORS 326.051 which requires each school district in Oregon to annually report data regarding the use of restraint and seclusion in the district. This information is available on the District website and at the District office. A copy of the report is enclosed for your review.

   Kelly Welch, Director of Special Services, will be available to answer questions.

4. ACTION ITEMS
   a. Approval of Minutes

      (17-XX) BE IT RESOLVED, that the minutes of the following School Board meetings be and hereby are approved:

      July 12, 2017 – Regular School Board Meeting and Executive Session

   b. Approve Alternative Education Programs

      The Gladstone School District contracts with specialized alternative programs if a student’s needs surpass the District’s ability to serve them. District policy requires annual evaluation of private alternative programs (see * below). The District may contract with the following programs for the 2017-2018 school year.
The following resolution is recommended for approval:

(17-XX) BE IT RESOLVED, that the Gladstone School District Board of Directors authorizes the District administration to make application for placement of students at the alternative education programs, as presented in the August 9, 2017, superintendent’s report, for the 2017-2018 school year:

Kelly Welch, Director of Special Services, will be present to answer questions.

c. Approve Requests for Resignation/Release from Contracts

The staff listed below have written letters of resignation. It is recommended the Board release them from contract as requested.

The following resolution is recommended for approval:

(17-XX) BE IT RESOLVED, that the teachers listed below have submitted letters of resignation and who are herein recommended for release from contract, be accepted by the Gladstone School District Board of Directors, as submitted August 9, 2017.

On July 13, 2017, Molly Wilson, third grade teacher at JWE, submitted a letter of resignation, effective immediately. Mrs. Wilson has been employed with the District since 2006.

On July 17, 2017, Kim Nomensen, Counselor at WLK, submitted a letter of resignation, effective immediately. Mrs. Nomensen has been employed with the District since 2006.

On July 24, 2017, Jeromy Brown, PE/Health Teacher at GHS, submitted a letter of resignation, effective immediately. Mr. Brown was rehired with the District in 2016. Jeromy Brown also resigned as the assistant boys’ soccer coach.

Jeremiah Patterson, Assistant Superintendent, will be present to answer questions.
e. **Approve Licensed Elections**

New certified staff will be recommended for hire as follows:

(17-XX) **BE IT RESOLVED**, that the teachers listed below, who are herein recommended for teacher elections, be accepted by the Gladstone School District Board of Directors, as submitted August 9, 2017.

Kalen Olson, 1.0 FTE ESOL/Spanish (WLK)
Taylor Meyer, 1.0 FTE Math Teacher (GHS)

Note: Kate Keating will move to WLK to fill Kim Nomensen’s position. No action is necessary.

Jeremiah Patterson, Assistant Superintendent, and Tammy Tracy, director of Community Schools/Human Resources, will be available to answer questions.

f. **Approve High School Coaching Handbook**

Enclosed is a new High School Coaching Handbook for 2017-18 school year for the Board review.

The following resolution is recommended for approval (postponed).

(17-XX) **BE IT RESOLVED**, that the Gladstone School District Board of Directors approves the High School Coaching Handbook as presented in the August 9, 2017, superintendent report.

5. **INFORMATION FROM ADMINISTRATIVE STAFF**

Each of the District’s administrators may report to the Board on matters of interest concerning his/her area of responsibility at this time.

6. **SUPERINTENDENT’S REPORT**

a. **Financial Report**

The financial report for the month ending July 30, 2017, will be presented to the School Board at this time. A copy of the financial report is enclosed for your review.

Samantha Nelson, Director of Finance and Operations will be available to answer questions.

b. **Personnel – Information Only**

Jennifer Ingram has been hired as the receptionist at the district office and Ashely Morris has been hired as custodian. Wayne Harris will move to GHS for the Campus Monitor position.
c. First Reading – Board Policies

The following policies are being presented as a first reading. Changes reflected in the legislature’s changes and to ensure compliance with State and Federal mandates as recommended by OSBA.

<table>
<thead>
<tr>
<th>POLICY NAME</th>
<th>POLICY TITLE</th>
<th>LAST UPDATE</th>
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</thead>
<tbody>
<tr>
<td>GBH/JECAC</td>
<td>Staff/Student Parent Relations</td>
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<td>GBMA</td>
<td>Whistleblower</td>
<td>2016</td>
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<tr>
<td>GCDBA/GDBDA</td>
<td>Family Medical Leave</td>
<td>2010</td>
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<tr>
<td>ING</td>
<td>Animals in District Facilities</td>
<td>2010</td>
</tr>
<tr>
<td>JEC</td>
<td>Admissions</td>
<td>2016</td>
</tr>
<tr>
<td>JECBD</td>
<td>Homeless Students</td>
<td>2010</td>
</tr>
<tr>
<td>JOC</td>
<td>Legal Names of Students</td>
<td>2010</td>
</tr>
</tbody>
</table>

b. First Review - Administrative Regulations

*Policies for Review Only.*

These Administration Regulations (AR) required board review. However no action is required by the board for AR’s.

<table>
<thead>
<tr>
<th>POLICY NAME</th>
<th>POLICY TITLE</th>
<th>LAST UPDATE</th>
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<tr>
<td>GBN/JBA-AR</td>
<td>Sexual Harassment Complaint Form</td>
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<td>GCBDA/GDBDA-AR(1)</td>
<td>FMLA/OFLA</td>
<td>2015</td>
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<td>GCBDA/GDBDA-AR(2)</td>
<td>Request for Family and Medical Leave</td>
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<td>Certification of Health Care Provider (Family)</td>
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<td>GCBDA/GDBDA-AR(3)(C)</td>
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<td>GCBDA/GDBDA-AR(3)(D)</td>
<td>Military Family Leave</td>
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<tr>
<td>GCBDA/GDBDA-AR(4)</td>
<td>FMLA/OFLA Eligibility Notice to Employee</td>
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<tr>
<td>GCBDA/GDBDA-AR(5)</td>
<td>Designation Letter to Employee</td>
<td></td>
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<tr>
<td>GCBDA/GDBDA-AR(6)</td>
<td>Designation Notice – FMLA/OFLA</td>
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<td>GCBDA/GDBDA-AR(7)</td>
<td>Fitness-for-Duty Certification</td>
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<td>GCC-AR</td>
<td>Hiring Procedures All Staff</td>
<td>New</td>
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<td>ING-AR</td>
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<td>JECBD-AR</td>
<td>Homeless Students</td>
<td>2010</td>
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</table>

Jeremiah Patterson, assistant superintendent, will be present to answer questions.

7. PRESENTATIONS AND SUGGESTIONS FROM BOARD MEMBERS

School Board members have an opportunity at this time to make presentations and offer suggestions on topics of interest.

a. Meeting with New Staff

This year, a time will be provided for the School Board to meet our new staff members. A possible time for this social time is just prior to the September 14, 2016, School Board meeting.
b. **Gladstone Business Owners Meeting Schedule**

The Board will discuss the schedule for the Board’s attendance at the business owner’s monthly meetings and make changes if needed to the committee assignments.

8. **PUBLIC PARTICIPATION**

   *Reminder that statements by members of the public should be concise and will be limited to three (3) minutes. Questions for the Board should be submitted in writing.*

9. **ADJOURNMENT**

   There will be a Work Session at 8:30 am on August 12, 2017. The next regular School Board meeting is scheduled at 6:30 pm on Wednesday, September 13, 2017, at the School District Administration Office, 17789 Webster Road, Gladstone, Oregon. The new staff meet and greet will be held prior to the September meeting at 5:30 pm at Kraxberger Middle School.

   Agenda items for the next regular School Board meeting:
   Financial Report
   Second Reading of listed Board Policies
Gladstone School District Restraint and Seclusion  
Summary Report 2016-2017  
Report to School Board August 9, 2017

Total Incidents of Physical Restraint and Seclusion

- Total number of incidents involving physical restraint: 2
- Total number of incidents involving seclusion: 0
- Total number of seclusions in a locked room: 0
- Total number of students placed in physical restraint: 2
- Total number of students placed in seclusion: 0
- Total number of students placed in physical restraint or seclusion more than 10 times in the school year: 0

Demographic Information:

<table>
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<th>Race</th>
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</thead>
<tbody>
<tr>
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<tr>
<td></td>
<td>Non Hispanic</td>
<td>2</td>
</tr>
<tr>
<td>Gender</td>
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<td>0</td>
</tr>
<tr>
<td></td>
<td>Male</td>
<td>2</td>
</tr>
<tr>
<td>Disability Status</td>
<td>Identified as disabled under IDEA or Section 504</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Non-disabled</td>
<td>0</td>
</tr>
<tr>
<td>Migrant Status</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>English Proficiency</td>
<td>Receiving ELL Services</td>
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</tr>
<tr>
<td>Status as Economically Disadvantaged</td>
<td>Students receiving free and reduced lunch</td>
<td>1</td>
</tr>
</tbody>
</table>

Steps taken to reduce the use of physical restraint for each student:

- Both students had behavior support plans. The plans were reviewed and no further incidents occurred. Following the initial incidents, no further incidents requiring restraint occurred.

Number of incidents in which personnel administering physical restraint or seclusion were not trained:

- One of the incidents involved a staff member who was not trained. The person was scheduled for training.
The regular meeting of the Gladstone School District Board of Directors was held in the School District Administration Office on Wednesday, July 12, 2017.

1. CALL MEETING TO ORDER
Vice Chair, Nicole Vera-Vera Couzens called the meeting to order at 7:30 AM.

a. Flag Salute
Mrs. Vera-Vera Couzens led the flag salute.

2. OATH OF OFFICE FOR ELECTED SCHOOL BOARD MEMBERS
Superintendent, Bob Stewart administered the Oath of Office to each of the following individuals Nicole Vera-Vera Couzens, Position 1; Jay Schmidt, Position 2; Greg Lind, Position 6; and Tracey Grant, Position 7. Mrs. Vera-Vera Couzens, Mr. Schmidt, Mr. Lind and Mrs. Grant were elected to the Gladstone School District Board of Directors for the period of July 1, 2017, through June 30, 2021.

I, Nicole Vera-Vera Couzens, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Oregon and the laws thereof, and the policies of the Gladstone School District. During my term, I will faithfully and impartially discharge the duties of the Office of School Board Member to the best of my ability.

I, Jay Schmidt, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Oregon and the laws thereof, and the policies of the Gladstone School District. During my term, I will faithfully and impartially discharge the duties of the Office of School Board Member to the best of my ability.

I, Greg Lind, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Oregon and the laws thereof, and the policies of the Gladstone School District. During my term, I will faithfully and impartially discharge the duties of the Office of School Board Member to the best of my ability.
I, Tracey Grant, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Oregon and the laws thereof, and the policies of the Gladstone School District. During my term, I will faithfully and impartially discharge the duties of the Office of School Board Member to the best of my ability.

3. RECOGNITION OF STUDENTS/STAFF AND/OR PUBLIC
   There were no recognitions at this time.

4. ACTION ITEMS
   a. Election of School Board Chair and Vice Chair, 2017-2018
      School Board Policy BC/BCA - School Board Organization, calls for the Board to elect one of its members as chair and vice chair at the regular meeting in July.

      Ms. Eaton moved first and Mr. Schmidt seconded approval of the following resolution:

      (17-70) BE IT RESOLVED, that Sharon Soliday is elected chairperson of the Gladstone School District Board of Directors for the term July 1, 2017, until the first scheduled meeting in July, 2018.

      (17-70) Motion passed 6-0. Ms. Soliday was absent.

      Mr. Schmidt moved first and Mr. Stewart seconded approval of the following resolution:

      (17-71) BE IT RESOLVED, that Kristin Eaton is elected vice chairperson of the Gladstone School District Board of Directors for the term July 1, 2017, until the first scheduled meeting in July, 2018.

      (17-71) Motion passed 5-0. Ms. Easton abstained and Ms. Soliday was absent.

      Newly elected vice chair Kristin Eaton led the rest of the meeting.

   b. Approval of Minutes
      Mr. Stewart moved first and Mr. Schmidt seconded approval of the following resolution:

      (17-72) BE IT RESOLVED, that the minutes of the following School Board meetings be and hereby are approved:
      May 30, 2017 Special Session Minutes
      June 14, 2017
      Budget Hearing/Regular School Board Meeting/Executive Session

      (17-72) Motion passed 5-0. Ms. Easton abstained and Ms. Soliday was absent.
c. **Authorize Applications for Federal/State Funds**

Several state and federal grants require the School Board to provide authorization to the District administration before applications can be made for funding.

Mr. Stewart moved first and Mr. Schmidt seconded approval of the following resolution:

(17-73) **BE IT RESOLVED,** that the Gladstone School District Board of Directors authorizes the District administration to make application to receive funds from the following programs for the 2017-2018 fiscal year:

- Vocational Education – Carl Perkins 84.048
- Community Engagement Grants
- Special Education – State Personnel Development (Effective Behavioral and Instructional Supports Grant 84.323)
- Head Start
- IASA Grant (Improving America’s Schools Act of 1994)
- Individuals with Disabilities Education Act (IDEA) Grant, including but not limited to:
  - Early Intervention Program 84.181
  - IDEA Part B Grants to States 84.027
  - IDEA Preschool 84.173
- Local Education Agency Transfer Public Law 89-313
- Elementary and Secondary Educational Block Grant including but not limited to:
  - Title 1 – Grants to Local Education Agencies 84.010
  - Title I-C, Migrant Education 84.011
  - Title II-A, Improving Teacher and Principal Quality 84.367
  - Title III, English Language Acquisition 84.365
  - Youth Transition Program 84.126

(17-73) Motion passed 6-0. Ms. Soliday was absent.

d. **Approve Change in Account Authorized Signers**

The district has imprest bank accounts at each building, as well as several district bank accounts. These accounts require signers who are authorized by the Board of Directors. Due to staff transitions, all accounts require Board approval.

- **Gladstone Center for Children and Families**
  Jere Applebee, Director
  Heidi Smith, Head Secretary
  Samantha Nelson, Director of Finance and Operations

- **John Wetten Elementary**
  Wendy Wilson, Principal,
  Linda Alberico, Head Secretary
  Samantha Nelson, Director of Finance and Operations

- **Kraxberger Middle School**
  Lenichtka ‘Len’ Reed, Principal,
  Shaun Southmayd, Head Secretary
  Samantha Nelson, Director of Finance and Operations
Mr. Lind moved first and Mr. Stewart seconded approval of the following resolution:

**(17-74)** BE IT RESOLVED, that the Gladstone School District Board of Directors approves the changed of authorized signers as presented in the July 12, 2017 Superintendent report.

BE IT FURTHER RESOLVED that all checks will require two signers with those individuals authorized to sign.

**(17-74)** Motion passed 6-0. Ms. Soliday was absent.

e. **Approve Licensed Elections**

Jeremiah Patterson, assistant superintendent provided an overview for each new hire and was available to answer questions.

Mr. Schmidt moved first and Mrs. Vera-Vera Couzens seconded approval of the following resolution:

**(17-75)** BE IT RESOLVED, that the teachers listed below, who are herein recommended for teacher elections, be accepted by the Gladstone School District Board of Directors, as corrected July 12, 2017. (Correction to Jennifer Tuillis – FTE is 0.50 not 1.0)

- Jessica Bange Speech Language Pathologist (1.0)
- Shannon Peterson Speech Language Pathologist (1.0)
- Emily Armstrong WLK Math/Science Teacher (1.0)
- Joy Dorsey WLK PE/Health Teacher (1.0)
- Julie Troelstrup WLK Learning Specialist (1.0)
- Patrick Irwin GHS PE/Health Teacher (1.0)
- Jennifer Tuillis GHS Learning Specialist (0.50 corrected)

**(17-75)** Motion passed 6-0. Ms. Soliday was absent.
f. Approve Student/Athletic Handbook Revisions, 2017-18 School Year
The changes to the Student/Athletic Handbook for 2017-18 school year were provided for Board review. Mr. Yates, athletic director provided a brief overview. He said most of the updates are to bring the academic requirements in-line with grading periods. Academic alerts and early grade checks are part of the new concept. There was a discussion regarding communication about the changes to coaches and parents. Mr. Yates meets with coaches and athletes and then coaches go through the handbook during their parent meetings. The Board asked that a grade check system be in place for student activities including leadership students.
Mrs. Vera-Vera Couzens moved first and Mr. Schmidt seconded approval of the following resolution:

(17-76) BE IT RESOLVED, that the Gladstone School District Board of Directors approves the 2017-18 Student/Athletic Handbook revisions as presented in the July 12, 2017 superintendent report.

(17-76) Motion passed 6-0. Ms. Soliday was absent.

g. Approve Gladstone High School Student Handbook Revisions, 2017-18
The changes to the GHS Student Handbook for 2017-18 school year were provided for the Board review. Mr. Taylor provided a brief overview of the changes. He said changes are minor. Guest passes will be approved by the campus monitor. The dress code has been updated to reflect current fashion language. The new cell phone policy and a clarification chart has been added as well as clarification around prearranged absences and graduation. There was a brief discussion around cell phone use during class time.

Mr. Stewart moved first and Mrs. Grant seconded approval of the following resolution:

(17-77) BE IT RESOLVED, that the Gladstone School District Board of Directors approves the 2017-18 GHS Student Handbook revisions as presented in the July 12, 2017 superintendent report.

(17-77) Motion passed 6-0. Ms. Soliday was absent.

h. Approve John Wetten Elementary Student Handbook Revisions, 2017-18
The changes to the JWE Student Handbook for 2017-18 school year were provided for the Board’s review. Mrs. Wilson provided a brief overview of the changes. She said the changes mostly are to align the handbook with policy. Cell phone policy is updated. There was a brief discussion regarding data around the number of cell phones at the elementary level. Mrs. Wilson said they do not have data. There are very few.

Mr. Schmidt moved first and Mrs. Vera-Vera Couzens seconded approval of the following resolution:

(17-78) BE IT RESOLVED, that the Gladstone School District Board of Directors approves the 2017-18 JWE Student Handbook revisions as presented in the July 12, 2017, superintendent report.

(17-78) Motion passed 6-0. Ms. Soliday was absent.
i. Approve the Award for the 2017-18 Food Products and Non-Food Supplies RFP

The Gladstone School District is a member of the Oregon Child Nutrition Coalition (OCNC). On April 26, 2017 OCNC issued a Food and Supplies RFP #53017 for the 2017-2018 school year. It was due on May 30, 2017. This is a sole vendor award. The successful bidder was Sysco, Portland.

Based on member usage and requests, 681 individual products were listed on the RFP and will become the buying list beginning July 1, 2017. Fixed prices for the entire school year have been set for each product by Sysco Portland. Additional items will be added during the school year through up to three Subsequent RFP’s.

The RFP includes optional renewals for four (4) additional school years with the change in the fixed price for each product being at or below the Bureau of Labor Statistics Consumer Price Index (CPI) Inflation Calculator each March for the next school year.

Historically increases have been .55 to 1.1 percent annually. Superintendent Bob Stewart, reported this is a state RFP with Sysco and is not an exclusive agreement.

Mr. Stewart moved first and Mr. Lind seconded approval of the following resolution:

(17-79) BE IT RESOLVED that the Gladstone School District Board of Directors approve to award the 2017-2018 Food and Supply RFP #53017 to Sysco Portland.

BE IT FURTHER RESOLVED to accept products added to the buying list as approved through the Subsequent RFP’s.

BE IT FURTHER RESOLVED to approve the increase in product prices being at or below the Bureau of Labor Statistics CPI inflation calculator in March of the previous school year for the 2017-18 school year.

(17-79) Motion passed 6-0. Ms. Soliday was absent.

j. Approve Bargaining Agreement with Classified Staff

Kristin Eaton, School Board representative and the administration met with classified staff to discuss the terms of a new bargaining agreement. The current contract expired on June 30, 2017. Jeremiah Patterson, assistant superintendent reported: An agreement has been reached, with financial implications depending on state funding level, outlined as follows:

Financials:
2017-18: 1% COLA / 4% insurance
2018-19: 1% COLA
2019-20: 1% COLA
At $8.4B+
2017-18: 1.5% COLA / 4% insurance
2018-19: 1.5% COLA / 4% insurance
2019-20: 1% COLA

The agreement includes COLA increases of 1% in each year, and a 4% increase in insurance benefits for the first year. An escalator clause triggers increases in both areas should the State budget reach $8.4B (exclusive of funding for Measure 98.)

Three-year agreement beginning July 1, 2017 and ending June 30, 2020.

Language improvements including clarity on processing public complaints and grievance procedures.

Classified staff voted Wednesday, June 16, 2017 to approve the three-year agreement. The board thanked the committee for their work.

Mr. Lind moved first and Mrs. Vera-Vera Couzens seconded approval of the following resolution:

(17-80) BE IT HEREBY RESOLVED that the Gladstone School District Board of Directors approves the proposed bargaining agreement with Classified staff members to begin July 1, 2017, and ending June 30, 2020.

(17-80) Motion passed 6-0. Ms. Soliday was absent.

5. DISCUSSION/REPORTS

a. Gladstone High School Bell Schedule

Kevin Taylor, Gladstone High School Principal, reported that with thoughtful consideration, Gladstone High School is changing the bell schedule to adjust for an additional 15 minutes after school. This change will balance the time before and after school to allow students’ access to teachers, as well as providing more time to utilize the library and computer labs. This schedule allows 30 minutes prior to school starting for those students who are early risers. The staff and student senate were included in discussions. The board consensus was that this is a good change and thanked Mr. Taylor for his forethought.

6. INFORMATION FROM ADMINISTRATIVE STAFF

Tammy Tracy, director of community education and human resources, reported she is busy with hiring and on track. More of the changes will be brought to the board next month.

Kevin Taylor, principal at Gladstone High School, thanked Superintendent Stewart and Mr. Patterson for their help at graduation. Mrs. Peck will have a video of the ceremony available. The live feed was seen around the world. One family expressed appreciation for the feed from Japan.

Rebecca Chitkowski, GTA President, reported the GTA Board will be the same as this past year.
7. SUPERINTENDENT'S REPORT

a. Financial Report
The financial report as of June 30, 2017 was presented to the School Board. Bob Stewart, superintendent, reported the ending fund balance is as projected. Unfortunately the district would have liked to see additional funds. The start of the school year looks to be starting with a deficit. Superintendent Stewart will bring more to the board as the student enrollment numbers come together. Food Service participation is down. Capital project construction excise tax is up. The district is four to five years out on the high tax rate due to the bond. The district will need funds for maintenance and upkeep.

b. Personnel – Information Only
Alexis Bennett has been hired as the Youth Transition Specialist at GHS, Cierra Cotton has been hired as an assistant volleyball coach at GHS, Charlotte DeBaltzo has been hired as the GHS head swim coach. Beau Gates has been hired as an assistant football coach at GHS and Carrie Hertzler has been hired as the elementary secretary at JWE.

8. PRESENTATIONS AND SUGGESTIONS FROM BOARD MEMBERS
a. Ms. Eaton announced the 2017 OSBA Annual Fall Regional Meeting will be Tuesday, October 3, at 6:00 pm at the Clackamas ESD. Board member were asked to email Mrs. Weninger if they would like to attend.

9. PUBLIC PARTICIPATION
There was no public comment.

10. EXECUTIVE SESSION
At 8:20 am, Kristin Eaton Board Vice Chair, closed the regular session and opened an executive session with the following statement:

The Executive Session of the Gladstone School Board 115, Clackamas County, Gladstone, Oregon is called to order under authority of ORS.192.660(1).

The board met to hear complaints brought against an employee, staff member or individual agent who does not request an open hearing, ORS.192.660(2)(b) 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).

11. ADJOURNMENT
At 8:50 am, Board Vice Chair Kristin Eaton adjourned the executive session.

ATTEST:

________________________________________   ______________________
Kristin Eaton, Board Vice Chair     Date

_______________________________________   _______________________
Bob Stewart, Superintendent      Date
The district’s alternative education programs evaluator should complete the following and file with materials submitted by the alternative program coordinator.

Program Name ______ Serendipity Center __________________________ Date ______ 5/17/17 ______

Program Coordinator ______ Contact - Jelena Donley __________________________

Staff

1. □ Meets criteria  ■ Does not meet criteria
   Comments: All teachers are TSPC licensed or in the process of being licensed. All Case Managers are Master's level clinicians. Program assistants and skills trainers are hired based on a combination of education, experience and their ability to understand the therapeutic school model. Interventionists are staffs who have shown skills in de-escalation and maintaining safety. While they do not have highly qualified teachers by definition as an alternative education placement, they are not required to have highly qualified teachers and can give credit and diplomas.

Curriculum

1. □ Meets criteria  ■ Does not meet criteria
   Comments: The program serves students in grades K-12 and has a transition program for students between 17 and 21 years old. The Common Core Standards serve as scope and sequence for the instructional team. Students are awarded high school credits based on a combination of seat time and assignment completion.

2. □ Meets criteria  ■ Does not meet criteria
   Comments: All students are provided the opportunity to participate in the Oregon Statewide Assessments. Serendipity incorporates targeted methods for including essential skills in each student's educational plan. A portfolio is kept of student scores on the state assessment, along with writing samples completed every year. Serendipity currently uses several instruments to demonstrate career-related knowledge including Life Centered Career Education, Career Information System, and Skills Streaming.

3. □ Meets criteria  ■ Does not meet criteria
   Comments: Students on Individual Education Plans have proficiency/benchmark scores in the essential skills set by their IEP teams. They are offered opportunities throughout the year to participate, as allowed by the state, in the Oregon Assessments of Knowledge and Skills to earn these proficiency scores. If needed, opportunities are offered to demonstrate proficiency through graded work samples.
Discrimination

1. ■ Meets criteria □ Does not meet criteria
   Comments: Nondiscrimination policy is stated on the website

Registration

1. ■ Meets criteria □ Does not meet criteria
   Comments: Admission is by referral only and included an intake interview with the student and family. The admission timeline is generally within a week of receiving a referral and within 48 hours following the intake interview.

Site Evaluation

1. ■ Meets criteria □ Does not meet criteria
   Comments: The program occupies a large school in southeast Portland. The building is divided into two separate sections; one for students K-8 and the other for students in grades 9-12. The transition program is located in a separate building across the parking lot. The school has an outside playground and recreation area.

Tuition and Fees

1. ■ Meets criteria □ Does not meet criteria
   Comments: $49,750 - $77,110 per slot depending on the needs of the student

Contract

1. ■ Meets criteria □ Does not meet criteria
   Comments: There is a written contract that meets the legal requirements and is signed by a Serendipity representative and a Gladstone School District representation.

Expenditures

1. ■ Meets criteria □ Does not meet criteria
   Comments: Expenditures are directed at hiring TSPC licensed teachers, staff development, provision of curriculum and technology equal to that provided by the district, and building/maintaining facilities.

Kelly Welch
District Evaluator Signature
This email is to inform you all that I have accepted a job elsewhere and will no longer be teaching in Gladstone after this school year. Please let me know if there is anything else I need to do or if there is anything you need from me. Thank you

--
Molly Wilson
John Wetten Elementary
Third Grade Teacher
(503) 656-6564 #231

"When I wake up in the morning, I want to know that my family and friends know what I believe in and what I'm all about. That's what should be important"

- Robert Randolph
Fwd: Resignation

1 message

Jeremiah Patterson <pattersonj@gladstone.k12.or.us>
To: Natalie Weninger <weningern@gladstone.k12.or.us>

---------- Forwarded message ----------
From: Kim Nomensen <nomensek@gladstone.k12.or.us>
Date: Fri, Jul 14, 2017 at 1:51 PM
Subject: Resignation
To: Len Reed <reedl@gladstone.k12.or.us>, Jeremiah Patterson <pattersonj@gladstone.k12.or.us>, Tammy Tracy <tracyt@gladstone.k12.or.us>

Greetings,

I am resigning from my Counselor job at Kraxberger Middle School.

Thank you for the professional growth opportunities in Gladstone in the past 11 years. As I've developed as a professional I've discovered a passion to pursue Alternative Education and have accepted a job with Helensview Alternative School.

I will miss the Gladstone community, especially our students! Thank you for the opportunity to work and grow together.

Kim

--
Jeremiah Patterson
Assistant Superintendent
Gladstone School District
Good morning Kevin,

Thank you for meeting with me on Friday afternoon, I greatly appreciate your words and your support of my decision to step down from my position at Gladstone High School. It means a lot that you were so understanding of the changes to our family's situation and schedule. As per our discussion I also greatly appreciate your approval of my option to serve and stay involved with the district through substitute teaching!

I wish the district and GHS the very best in the future as these schools served and shaped me so well. Thank you again for the opportunity and I hope to see you all at some point next school year.

Jeromy Brown
Candidate: Kalen Olson

Position: ESOL/Spanish (1.0 FTE)
Kraxberger Middle School

Kalen Olson earned her Masters Degree in education from Washington State University. She studied in Spain and Guatemala. Kalen was hired as a temporary teacher at Kraxberger last year.

Candidate: Taylor Meyer

Position: Math Teacher (1.0 FTE)
Gladstone High School

Taylor Meyer earned her Bachelors Degree in mathematics with an option in Secondary Education with an ESOL Endorsement from Oregon State University (2015). Since receiving her degree she has worked as a math teacher at Corvallis High School. (2015-present).
GLADSTONE HIGH SCHOOL COACHING HANDBOOK

REVISED AUGUST 4, 2017
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Ted Yates
Athletic Director
503.655.2544 x403
971.803.0088 (c)
yatest@gladstone.k12.or.us
Goals of the Coaching Handbook

The purpose of this handbook is to help familiarize coaches with the policies and procedures of Gladstone High School, particularly those that are related to athletics.

1. **Provide a cooperative atmosphere among coaches at Gladstone High School.** We have great coaches who do great work with kids, and we need to share our knowledge.

2. **Coaches will become familiar with and embrace the emphasis of developing strong character traits in their students/athletes.** Through coaching clinics/trainings provided by the athletic director, coaches will begin focusing on providing students/athletes with strategies for dealing with life lessons.

3. **Clarify the role of parents in athletics.** Before the first game has occurs a parent meeting will take place. Parents will be notified of procedures, including their responsibilities as a parent.

4. **Provide coaches with knowledge of procedures and policies that enable them to make informed decisions.** Coaches will be able to handle the administration of their programs and will have a more clear understanding of when to notify administration of concerns. Many parental contacts to the Athletic Director’s (AD) office are related to answering policy questions or taking care of procedures which should properly be in the coaches’ domain. *The AD can then utilize more time for scheduling and the development of coaches, coaching skills, and philosophies.*

5. **Create a balanced yet competitive program in all interscholastic sports.** Our goal is to create well-rounded young people.

6. **Create awareness among the coaches at Gladstone High School such that our programs can pursue excellence and yet maintain balance.** We must be aware of our student-athletes’ other obligations, including family and school work—yet we can demand great effort during our time with them.

7. **Focus the discussion among and between coaches on what is good for kids.** There are many factors in coaching beyond our direct control which can otherwise provide unnecessary distractions.

8. **Employ a coaching staff that evaluates its own teaching and coaching techniques and is driven to improve.**

In order to be able to accurately answer questions for parents and athlete, coaches shall know the content presented in our current Athletic/Activities Handbook. Some of that content is included in this Coaching Handbook.
Expectations of Coaches

- Follow District and GHS Student Handbooks in addition to OSAA policies and procedures.
- Possess a valid First Aid/CPR card and all NFHS certifications.
- Promote and demonstrate positive sportsmanship to participants, colleagues, opponents, officials and spectators.
- Teach the fundamentals of the sport/activity in a manner that provides opportunities for all participants to learn and improve.
- Support the importance of the role academics plays in the life of the participant.
- Demonstrate appropriate professional conduct at practices and during competitions.
- Share the philosophy and expectations clearly with participants, coaches/advisors, parents, and the community.
- Be consistent, firm, and fair when disciplining a participant.
- Keep up-to-date on the changes and developments in their respective sport/activity.
- Follow/enforce district guidelines for both academic and attendance requirements.
- **Any coach/advisor ejected from a contest will pay the OSAA assessed fine before returning to sideline.**
- **All communication via social media will be team or group based not on an individual basis.**

Coaches at Gladstone High School have a genuine interest in the growth and well-being of the student-athletes in their program. Coaches need to:

- Be driven by a sincere desire to work with students.
- Strive to promote the total best interests of his or her students at all times.
- Encourage leadership, initiative and good judgment by the athletes in their program at all times.
- Recognize that the purpose of athletics is to promote the physical, emotional, moral and social development of student-athletes involved in the program.
- Deal fairly and honestly with each individual student.
- Be a steward of the school district at all times with the intentional and purposeful promotion of our teams, school, district, and community.

Coaches shall lead by example and develop credibility by exhibiting good sportsmanship, and shall:

- Stress the positive values derived from playing the game fairly;
- Show courtesy to the visiting team and contest officials;
- Remember that an athletic contest is only a game. It is not a matter of life and death for a player, coach, parent, official, or fan.
Coaches shall strive to promote positive communication within the entire athletic program and shall:

- Realize that effective communication with parents is an important ingredient of successful programs.
- Maintain communication with the classroom teachers of his or her athletes.
- Communicate and promote your program in a global community. This includes local media, regional media, and electronic media.

Loyalty and honesty among staff members is of paramount importance in a successful athletic program. Coaches shall be supportive of the entire District athletic program, and are to cooperative with each other to every possible extent.

**Concussion Management**

Gladstone athletics follow OSAA guidelines as it pertains to concussion management. Gladstone follows the Impact Concussion Management Model as recommended by the OSAA. The concussion management program consists of five steps:

1. Pre-Season Baseline Testing and Education
2. Concussion is Suspected
3. Post-Injury Testing and Treatment Plan
4. Is Athlete Ready for Non-Contact Activity
5. Determining Safe Return-to-Play

Along with the above protocol, the OSAA requires a “Concussion-Return to Participation Medical Release”. This form is to be filled out by a Physician/Health Care Professional. In addition to the above steps required for an athlete to return to participation, Gladstone has a “Return to Academics Protocol.” This consists of the following five steps:

1. Complete Physical and Cognitive Rest until Medical Clearance
2. Return to School with Academic Accommodations
3. Continue Academic Accommodations
4. Full Return to Academics
5. Full Return to Athletics

These steps are given to each student’s teachers, and the process is facilitated through our high school counselors.
Problem Solving Flow Chart

This procedure is intended to help participants develop and practice independent problem solving skills.

1. Participants must discuss the situation with their coach/advisor. (Conference: participant-coach/advisor) If the participant is on a non-varsity team, the head coach may be requested to attend this meeting.

2. Parent may request a meeting with the coach/advisor to discuss the concern. The participant may be requested to also attend this meeting.

3. If the issue is not resolved, the participant/parent may request a meeting with Athletic or Activities Director.

4. If the issue remains unresolved, the next step is a meeting with the principal. The decision of the principal shall be final.

Communication parents should expect from coach/advisor:

- Philosophy of the coach/advisor
- Method of communication
- Expectations the coach/advisor has for your student as well as all the members on the team
- Location and times of all practices and contests
- Procedures followed should your student be injured during participation
- Team requirements-practices, special equipment, out-of-season conditioning, camps, programs, etc.
- School disciplinary actions that may result in the denial of your student’s participation
- Rules concerning the penalty for unexcused absences from practice or school.

Coaches/Advisors will not discuss the following with parents:

- Team strategy
- Playing time
- Team selection
- Discipline issues or consequences regarding other students
- Information regarding other participants

Communication coaches/advisors should expect from parents:

- Immediate notification of the student’s inability to participate in practices and/or contests
- Notification of any schedule conflicts well in advance (Missing practices/games for any reason could impact team placement and playing time.)
- Concerns about student’s attitude, academic support, college opportunities, and medical release following an injury
Transportation

Arrangements for all group travel will be made by the Athletic or Activity Director in conjunction with the requests of the head coach/advisor. School buses, vans, or District vehicles will be used for group travel. Any exceptions to this rule will require administrative approval.

All participants will be required to ride on district-sponsored transportation to and from events. Students will not be allowed to ride home with other students and/or their parents. When a parent provides transportation for their student following a contest, the student must gain approval from the coach/advisor and provide a signed note. Any request for exceptions must be approved by administration. Individual programs may have additional expectations with regard to riding the bus, and will make these rules known to participants.

Overnight Trips

It is Board policy that all overnight co-curricular trips be approved by the Board. Board meetings occur on the second Wednesday of each month; coaches need to plan ahead for Board approval. All submitted requests must be in by the first Wednesday of the month for prior review.

Lettering at GHS

Participation in athletics/activities is a privilege earned by hard work, dedication and willingness to be part of a group with a common goal. Receiving a GHS Varsity letter means participants have met a standard of rigor and commitment as approved by the Athletic or Activity Director and coaches/advisors.

The following criteria will be used to determine eligibility for a GHS letter:

- OSAA sanctioned athletic/activities program
- GHS sanctioned athletic/activities program
- Tri-Valley Conference sanctioned athletic/activities program
- Participant meets all eligibility requirements

Once criteria are determined, coaches/advisors will determine eligible participants based on meeting the criteria. Coaches/advisors will determine how the letters are handed out. The block “G” will be awarded once even if the participant earns a letter more than once.
Athlete Registration Process

**Step 1. Registration / Payment of Fees**

Athletes must complete the process for registration at Gladstone High School and be enrolled in a minimum of four classes, and maintain a 2.0 GPA with no Fs. Athletic participation fees are $200 per sport and are to be paid prior to the first contest. **Students who drop after teams have been selected will receive a prorated refund based on the amount of the season completed. There will be NO refund after the first scheduled contest has been played.**

**Step 2. Physical Examination / Emergency Information Form**

All athletes must have a physical examination every two years to participate in the athletic program. Your doctor must complete the **OSAA pre-participation examination form**. This form must be on file at the high school before an athlete can practice. These forms are available on the high school website or in the main office at the high school. Your student needs a physical if:

- An incoming freshman.
- New to our school district, and do not have an OSAA-approved physical form on file.
- Turning out for a sport/activity for the first time.
- Current physical will expire before the completion of their sport’s season.

**Step 3. Statement of Risk**

Athletes and their parents are notified of the risks inherent in athletic participation through this form. Athletes and parents acknowledge these risks and, with this form, grant approval for participation.

**Step 4. Athletic Participation Contract**

Behavioral expectations for athletes are contained in this handbook. Each athlete can download a copy of our athletic/activities handbook on the Gladstone High School website. The parent and athlete are expected to read and discuss the expectations of participating in co-curricular activities. A **parent signature will be required on the “Statement of Risk” form indicating you have read, understand, and agree to support the Athletic/Activity Handbook.**
Team Selection Policy

We would prefer not to cut players from our teams at Gladstone High School. Every effort will be made to provide practice and competition opportunities, provided funding, space, and competition is available.

Coaches will develop a cut policy for their particular sport, including criteria for team selection, tryouts, and evaluation. It is expected for all teams to have an evaluation process that evaluates skills (ie…ball handling, shooting, first touch, throwing, catching, pitching, hitting, passing), physical ability (speed/agility/endurance), athletic knowledge of the sport (athletic IQ/savvy/ability to play the game), and work ethic. A number system should be assigned to all of these traits.

These policies will take into consideration the following:

- If a player has such limited skills that the coaching staff considers them to be at a significant disadvantage in a game or practice situation, this a valid reason to cut a player.
- If a player does not respect and obey the Gladstone High School rules and regulations this a valid reason to cut a player.
- If a player does not respect and obey the Gladstone High School athletic policy this is a valid reason to cut a player.
- If a player shows apathy toward practice/game situations or disrespect for his coaches or teammates, this a valid reason to cut a player.
- If there are more players who have turned out for the team than there are coaches to properly supervise them this a valid reason to cut a player.
- It should be expected that a minimum of practices should take place before an athlete can compete in a contests. It is suggested that a minimum of 3 practices with the team for all athletes. For football, OSAA guidelines must be followed.
- For athletes that are absent from practice or competition for 5 days or more, at least 2 practices should take place before they may resume competition. These do not need to be practices with the team. They may be individual practices with a coach.
- Head coaches will determine a cutoff date for their respective sport (this is the last day an athlete may turn out). **This date MUST be publicized and communicated BEFORE tryouts/practices begin.** The head coach may choose to add a player after the deadline, given special circumstances and if no major behavior violations have occurred.
General Coaching Information

GENERAL ATHLETIC REGULATIONS

1. There will be no individual or group practice unless a coach or faculty member is in attendance.
2. No athlete may practice during the time classes are in session unless under special circumstances or with the approval of the administration. No team practices will occur during class time.
3. Coaches are to remain in the activity area until all athletes leave, and must remain in the locker room until all athletes are dressed and have left the premises.
4. The athletic director will be in charge of scheduling all contests. No coach is to schedule any contest or change a contest without the approval of the athletic director.
5. Senior athletes are not eligible to participate on JV teams except under unusual circumstances and upon approval of the administration.
6. Handbooks and pre-season information given to athletes will need to be approved first by the administration.

HEAD COACHING DUTIES

Head Coaches at Gladstone High School will perform his or her duties in the best interest of the student-athletes and Gladstone High School as a whole. Head coaches will comply with the regulations of the Gladstone School District, the OSAA, the Tri-Valley Conference, and the co-curricular programs at Gladstone High School.

1. Ensure that all pre-season duties (listed below) are completed.
2. Ensure that all post-season duties (listed below) are completed.
3. Schedule practices with consideration to the coaching staff and welfare of the student-athletes.
4. Be responsible for the care of equipment, supplies, and physical properties used by participants in each sport and submit an inventory and proposed budget for the sport in compliance with the budgeting calendar.
5. Issue and collect uniforms and equipment to and from athletes. Coaches are responsible for the collection of all uniforms issued through their program. Coaches may restrict athletes from participation in other programs if uniforms are not returned.

No athlete will be allowed to participate in another activity until their Clearance Card has been turned in. It is the head coach’s responsibility to make themselves available for gear turn in.
**Attendance/Academic Policy & Expectation**

Participants must attend class for all periods on the day of a practice or event. Any participant marked absent for one or more classes will not be allowed to participate in practice, co-curricular activities, or performances that day. Being 15 minutes or more late to class is considered an absence. School-approved and school activity absences are exempt. Considering extenuating circumstances, the coach/advisor may appeal through the principal or designee to reinstate a participant’s eligibility for the day of an event. Any student home ill for any part of the day may not attend practice/event. Students who are suspended will not be allowed to participate or be on school property. Any student who has an excessive amount of absences or tardiness will be reviewed by administration for eligibility on a case by case basis.

**Students returning from a medical appointment MUST present a note from the medical office confirming the appointment. Students who are absent and do not present a medical note, will not be allowed to participate in co-curricular activities that day.**

**ACADEMIC ALERT/ ATHLETIC STUDY HALL/ PROGRESS REPORTS/ ACADEMIC PROBATION**

Academic Probation occurs when a student participant fails to meet GPA standards at the 3 week grade check, mid-trimester (6 week) progress report, or the 9 week grade check. If an athlete fails to meet the required GPA standards on the first grade check (3 weeks), the conditions of their probation is as follows. The athlete will be assigned a mandatory athletic study hall. This study hall will consist of either meeting with their coach or a specified teachers before or after school on specified days. Failure to attend will result in missed competition for their sport. The academic probation period begins upon notification. The time of notification will vary based on completion of teacher progress reports. The probationary period will last until the mid-trimester progress report.

If a student participant fails to meet the GPA requirements at the mid-trimester (6 week) progress report, they have two weeks to correct the deficiencies. The academic probation period begins upon notification. The time of notification will vary based on completion of teacher progress reports. Once on probation at the mid-trimester (6 week) progress report, the participant is pulled from competing, but may continue to practice. A student regains eligibility as soon as GPA standards are met, and will be required to attend a mandatory athletic study hall. Failure to attend will result in missed competition for their sport. Failing to meet GPA standards within 2 weeks from notification, will result in participation suspension for the remainder of the season. The probationary period will last until the end of the trimester.

If an athlete fails to meet the required GPA standards on the third grade check (9 weeks), the conditions of their probation is as follows. The athlete will be assigned a mandatory athletic study hall. This study hall will consist of either meeting with their coach or a specified teachers before or after school on specified days. Failure to attend will result in missed competition for their sport. The academic probation period begins upon notification. The time of notification
will vary based on completion of teacher progress reports. The probationary period will last until the end of the trimester.

<table>
<thead>
<tr>
<th>GRADE CHECK</th>
<th>TERMS OF ACADEMIC PROBATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Alert (week 3)</td>
<td>Mandatory study hall before or after school.</td>
</tr>
<tr>
<td></td>
<td>Failure to attend results in missed competitions.</td>
</tr>
<tr>
<td></td>
<td>Probation period is until mid-trimester report.</td>
</tr>
<tr>
<td>Progress Report (week 6)</td>
<td>Athlete is pulled from competition until they meet GPA standards.</td>
</tr>
<tr>
<td></td>
<td>If standards are not met within 2 weeks of notification, the athlete will be suspended for the remainder of the season.</td>
</tr>
<tr>
<td></td>
<td>Mandatory study hall before or after school.</td>
</tr>
<tr>
<td>Progress Report (week 6 continued)</td>
<td>Failure to attend results in missed competitions.</td>
</tr>
<tr>
<td></td>
<td>Probation period is until the end of the trimester.</td>
</tr>
<tr>
<td>Academic Alert (week 9)</td>
<td>Mandatory study hall before or after school.</td>
</tr>
<tr>
<td></td>
<td>Failure to attend results in missed competitions.</td>
</tr>
<tr>
<td></td>
<td>Probation period is until mid-trimester report.</td>
</tr>
</tbody>
</table>

As stated prior, when athletes do not meet OSAA requirements (passing 4 of 5 classes) in the trimester prior to their sport season, they will be ineligible to compete until satisfactory grades are posted for the next trimester. In many cases, this becomes the entire season of competition.

At times, trimesters overlap sport seasons and the OSAA requirements do not apply for the entire season. (Example…failure to meet standards in the spring, per OSAA standards could affect the first two contests in winter season, pending on when grades are posted). With that in mind, any time athletes do not meet the minimum OSAA standard for participation at any time during the school year (not passing 4 of 5 classes), they are placed on probation for one calendar year. The conditions of this probation will require mandatory study halls for one full trimester, following the trimester where OSAA grade standards were not met. In addition to any OSAA requirements, the athlete will miss 25% of games/competitions in their next sport season.
**ASB FUNDS**

1. All funds fundraised on behalf of an athletic program must be deposited into that sport’s ASB account.
2. No sport may keep funds in a private account at a private banking institution.
3. Coaches will not run school-related funds through their own private accounts.
4. Coaches will fill out a fundraiser request form for all fundraising activities. You can get this from the Athletic Secretary.
5. All ASB expenditures will need an itemized receipt turned in with the purchase request.
6. All ASB Funds will have positive balances at the end of each school fiscal year (Ends June 30).
7. Coaches will not use athletes involved in other sports to fundraise during their own off-season. For example, a basketball coach will not use football players for a Saturday car wash in September. Coaches may run fundraisers outside their sport season if they do not impact athletes in other sports or are done exclusively by adults. These limitations do not extend to summer break.
8. Coaches are strongly encouraged to avoid fundraisers that involve the selling of merchandise for marketing companies; these fundraisers typically involve questionable goods, and are chiefly sold to teachers and parents. Coaches are instead encouraged to look for fundraisers that provide a service, such as a car wash, etc.
9. Once a given program has established a fundraiser, the administration shall endeavor to limit any fundraisers that may conflict or compete with the established fundraiser (example: 2 car washes on the same day).

**General Regulations**

**Practice Limitations—School Year**

Gladstone High School is a member of the Oregon Schools Activities Association (OSAA), and shares the OSAA’s philosophy that schools should discourage specialization in sports in favor of well-rounded student-athletes. Therefore, GHS will enforce the following regulations:

1. Coaches may coach their teams during the school year only during their designated seasons. This limitation does not apply to the summer.
2. Coaches whose programs are out-of-season during the school year may not work with more than two athletes per day. For Example: One head coach and two assistants may NOT work with two each for a total of six athletes per day—the total number of athletes per program is two.
3. Attempts to circumvent the above rule by encouraging team members to attend out-of-season practices or clinics other than through a general dissemination of information (example: bulletin boards) shall be considered a violation of this rule.
4. Any situation in which a student-athlete feels pressure to not turn out for a school sport due to activities planned by another sport that is not currently in season will be a cause for concern. Any overt connection between attendance at out-of-season events and participation on a regular team will be considered a violation.
Every coach at Gladstone High School is proud of their program and has chosen it as a way of pursuing excellence. However, coaches need to remember that their sport may be just one of three sports or activity that students choose. At Gladstone students are encouraged to engage in multiple sports or activities. In the long term, any coach whose philosophy is to encourage specialization cannot be successful at GHS. Do not encourage students to participate in activities outside the season unless it is an approved activity such as a summer camp.

Gladstone High School “No-Contact” expectation for off season coaches:

Once a new sport season has started, all coaches shall have “no-contact” with their athletes until six (6) weeks prior to the “next” season. “No-Contact” means open gyms, open mats, use of batting cages, passing league practice, etc. The exception to this is use of the weight room.

**No Contact for 2017/2018 are as follows:**

August 14th Fall sports start. “No-Contact” until October 1
November 13th Winter sports start. “No-Contact” until Jan 8
February 26th Spring sports start. “No-Contact” until Memorial Day (May 29)

### Summer Camps and Programs

Coaches are encouraged to conduct summer programs and camps. These camps may be used as fundraisers. Coaches may conduct these camps at school sites. The following guidelines apply:

1. Coaches will collaborate with the other sport coaches who may have conflicts with scheduling activities. The purpose of the collaboration is to limit the number of conflicts so student athletes do not have to choose which event to attend.
2. Coaches will notify the athletic director and custodians of the dates and times of the camp.
3. The last week of July and the first week of August are off limits for both gyms to be refinished.
4. Coaches will sign up for the gyms in the Athletic Director’s office.
5. Participation in summer activities will NOT be a consideration for participation on any school-sponsored athletic team during the regular school year. This is in direct conflict with OSAA regulations and policies.
6. **Coaches will get a complete summer calendar of events to the building Athletic Director in time to be included in the May School Board meeting packet.**
OSAA

The building athletic director is the official representative of the OSAA within the building. If a coach has any question regarding OSAA concerns, he or she will route inquiries through the building Athletic Director. A coach should feel free to check on a ruling by accessing the OSAA website (www.osaa.org), but in the event of any question regarding an interpretation, the coach shall contact the building Athletic Director.

Communication Policies

Communication is an extremely important part of coaching. The following guidelines have been established to hopefully create clear, honest and open communication between coaches, athletes, and parents.

1. At the beginning of the season, head coaches will make athletes aware of lettering requirements, training rules, participation requirements, and eligibility requirements and the last day to tryout. All materials need to be checked through the Athletic Director’s office.

2. Parent-Coach Communication
   Parents have a right to communicate with coaches, and open and honest communication is encouraged. However, there are also times when concerns arise. Parents have a right to address concerns with coaches, but only under the following guidelines:
   a) Parents may not address concerns with a coach at an athletic contest, before, during, or after a game or contest.
   b) Parents may not address concerns with a coach in the presence of students and athletes.
   c) Parents may not address concerns as a group of parents. Coaches must meet with only one set of parents at a time, to discuss their concerns about their child.
   d) In the event a parent disregards this policy, the coach must notify the Athletic Director immediately.

This communication policy has been implemented in order to protect coaches from emotional parents, and to create the possibility of positive solutions to problems. At no time will an emotional parent be allowed to accost a coach at a game site; nor will a group of parents be allowed to pool their concerns and express them publicly. Coaches are expected to use the 24 hour rule and insist that a time will be scheduled to address concerns. It is the parents’ right to be heard if they have a valid concern, but that expression must occur through established channels.
**Athletic Equipment**

Athletic Equipment is the responsibility of the head coach, although they may delegate equipment responsibilities among assistants.

1. Athletic Equipment must be stored after each practice where it does not interfere with any normal school-day functions. Classroom instruction takes precedence; coaches need to secure their equipment in a safe place away from student access.
2. Coaches are responsible for both the issue and collection of their gear at the end of the season. Coaches may keep athletes from playing the next sport until gear has been turned in.
3. Coaches will make themselves available to athletes after their season is completed in order to have gear returned in a timely manner.
4. Coaches will keep track of their equipment inventories and turn an inventory sheet into the Athletic Director at the end of their season.

Gladstone High School is much like every other high school in Oregon, in that funds for replacement equipment are scarce. Therefore, it is strongly recommended that coaches take steps to limit the wear and tear on their equipment. Proper storage is critical to the life expectancy of equipment. Coaches are also strongly encouraged to make sound decisions regarding the cost of equipment, and to work hard to extend the money available. **On occasion, coaches have expressed a need for new uniforms when uniforms had been purchased fairly recently. The problem was not the condition of the uniforms, but that the coaches were not thorough in collecting those uniforms.** Because we don’t have the funds to replace uniforms at this rate, this often places coaches in a position of raising funds. Instead, place a heavy emphasis on extending the life of what we have.

Clear communication must be given when handing out equipment and uniforms when it pertains to the intended use and return. A clear explanation on what must be returned as well as the cost to replace for items that are not returned. At times “spirit packs” are purchased by the athlete, or subsidized through our athletic assistance account. If an athlete receives athletic assistance for “spirit packs” and does not complete at least 50% of the season, the gear is expected to be returned or paid for by the participant.

**Playing Time**

Because the primary goal of our high school programs is student participation, it is important that at the freshman or JV level that all students are allowed to participate to some degree and this is left to the individual coach. However, at the varsity level, the primary goal will be to be competitive.

*At all levels, it is essential that coaches openly and honestly communicate with student-athletes regarding their roles. Once the role of the athlete is defined, the athlete should be encouraged to share that information with their parents and come back the next day of practice and communicate to the coach whether they are willing to perform that role for their team. This is an expectation of all head coaches at all levels of their program. Post season meetings with each individual athlete are essential and expected as well.*
Athlete and Coach Ejection from Contest

Student-Athlete Ejected from Contest:
Any GHS student-athlete ejected from an athletic contest must, per OSAA rules, sit out the next contest. The student must also pay the OSAA fine amount to Gladstone High School. The student will remain ineligible to compete in any further contest until the fine is paid. The Athletic Director, who will notify the head coach when the fine has been paid, will reinstate eligibility. The student is eligible to practice in the intervening period between the ejection and the payment. Parents and athletes may not eliminate responsibility for the fine by claiming financial hardship.

Coach Ejected from a Contest:
Any coach who is ejected from a regularly scheduled contest within the OSAA school year must sit out the next contest as per OSAA rules. The ejected coach must pay the OSAA fine amount.

Physical Contact with an Official:
In the event of physical contact between a coach/player and an official, Gladstone High School may be fined up to $1000 by OSAA. In this circumstance, the coach or player will be liable for the entire amount of the fine assessed against Gladstone High School. Due to the large amount of the fine as well as the seriousness of the offense, a student will be removed from any further participation in any subsequent sport until the fine has been paid. Coaches who make physical contact with an official will have the sum deducted from their paychecks, and or likely be subject to additional disciplinary measures by the school district.

Appeals Process:
The appeal process is defined by the OSAA and will be followed. If the coach feels that an ejection was not merited, he or she may attempt to appeal it through the athletic director to the officials association. (This appeals process is already established within the OSAA’s ejection policy.) If this appeal fails and the school feels that a further appeal is warranted, the school may appeal to the executive Director of the OSAA whose decision is final.
# GENERAL FUND

## STATE SCHOOL SUPPORT

FOR THE FISCAL YEAR 2016-17

AS OF JULY 31, 2017

<table>
<thead>
<tr>
<th>LINE</th>
<th>SOURCE</th>
<th>Adopted Budget</th>
<th>Y-T-D</th>
<th>Current Forecasted</th>
<th>Budget Balance Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>1111</td>
<td>Current Year's Taxes</td>
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<td>$3,748,100 $</td>
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<tr>
<td>3</td>
<td>1112</td>
<td>Prior Years Taxes General Fund</td>
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<tr>
<td>4</td>
<td>1190</td>
<td>Interest and Penalties on Tax Collections</td>
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<td>$ -</td>
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<td>5</td>
<td>2102</td>
<td>Eds Apportionment General Fund</td>
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<td>$ -</td>
<td>$300,000 $</td>
</tr>
<tr>
<td>6</td>
<td>3103</td>
<td>Common School Fund General Fund</td>
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<td>$ -</td>
<td>$250,000 $</td>
</tr>
<tr>
<td>7</td>
<td>3101</td>
<td>State School Support Fund General Fund</td>
<td>$15,848,040</td>
<td>$2,507,619</td>
<td>$15,368,495 $</td>
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<tr>
<td>8</td>
<td>4801</td>
<td>Federal Forest Fees General Fund</td>
<td>$ -</td>
<td>$ -</td>
<td>$ - $</td>
</tr>
<tr>
<td>9</td>
<td>Total 2016-17 SSSF Sources (Line 2- Line 8)</td>
<td>$20,182,140</td>
<td>$2,507,619</td>
<td>$19,752,595 $</td>
<td>$17,674,521</td>
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## NON STATE SCHOOL SUPPORT FORMULA SOURCES

### LOCAL SOURCES

<table>
<thead>
<tr>
<th>LINE</th>
<th>SOURCE</th>
<th>Adopted Budget</th>
<th>Y-T-D</th>
<th>Current Forecasted</th>
<th>Budget Balance Remaining</th>
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</thead>
<tbody>
<tr>
<td>14</td>
<td>1510</td>
<td>Interest Earned General Fund</td>
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<td>$ -</td>
<td>$21,500 $</td>
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<tr>
<td>15</td>
<td>1710</td>
<td>Admissions General Fund</td>
<td>$22,000</td>
<td>$ -</td>
<td>$22,000 $</td>
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<tr>
<td>16</td>
<td>1741</td>
<td>Outdoor School Fees General Fund</td>
<td>$19,000</td>
<td>$ -</td>
<td>$19,000 $</td>
</tr>
<tr>
<td>17</td>
<td>1742</td>
<td>Hs Pay To Play General Fund</td>
<td>$65,000</td>
<td>$ -</td>
<td>$65,000 $</td>
</tr>
<tr>
<td>18</td>
<td>1743</td>
<td>Ms Pay To Play General Fund</td>
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<td>$ -</td>
<td>$10,000 $</td>
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<tr>
<td>19</td>
<td>1912</td>
<td>Lease Of Facilities General Fund</td>
<td>$98,000</td>
<td>$9,026</td>
<td>$98,000 $</td>
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<tr>
<td>22</td>
<td>1999</td>
<td>Other Misc. General Fund</td>
<td>$30,000</td>
<td>$1,454</td>
<td>$30,000 $</td>
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<tr>
<td>23</td>
<td>TOTAL LOCAL SOURCES (Line 14- Line 22)</td>
<td>$265,500</td>
<td>$10,481</td>
<td>$265,500 $</td>
<td>$255,019</td>
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## OTHER SOURCES

<table>
<thead>
<tr>
<th>LINE</th>
<th>SOURCE</th>
<th>Adopted Budget</th>
<th>Y-T-D</th>
<th>Current Forecasted</th>
<th>Budget Balance Remaining</th>
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</thead>
<tbody>
<tr>
<td>25</td>
<td>5400</td>
<td>Beginning Cash</td>
<td>2,369,758</td>
<td>1,669,936</td>
<td>1,669,936 $</td>
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<tr>
<td>26</td>
<td>TOTAL OTHER SOURCES (Line 24- Line 25)</td>
<td>$2,369,758</td>
<td>1,669,936</td>
<td>1,669,936 $</td>
<td>699,822 $</td>
</tr>
<tr>
<td>27</td>
<td>TOTAL NON SSSF SOURCES (Line 23+ Line 26)</td>
<td>$2,635,258</td>
<td>1,680,417</td>
<td>$1,935,436 $</td>
<td>954,841 $</td>
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<tr>
<td>28</td>
<td>TOTAL RESOURCES (Line 13+ Line 27)</td>
<td>$22,817,398</td>
<td>4,188,036</td>
<td>$21,688,031 $</td>
<td>18,629,362 $</td>
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</tbody>
</table>
### GENERAL FUND

STATEMENT OF EXPENDITURES COMPARED TO BUDGET

FOR THE FISCAL YEAR 2016-17

AS OF JULY 31, 2017

<table>
<thead>
<tr>
<th>Description</th>
<th>Adopted Budget</th>
<th>Y-T-D</th>
<th>Encumbered</th>
<th>Total Expended/Committed</th>
<th>Budget Balance</th>
<th>Y-T-D % Committed</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>INSTRUCTION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1110 ELEMENTARY PROGRAM K-5</td>
<td>$4,294,978 $520</td>
<td>$68,745</td>
<td>$69,265</td>
<td>$4,225,713</td>
<td>1.61%</td>
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</tr>
<tr>
<td>1120 MIDDLE SCHOOL PROGRAM 6-8</td>
<td>$2,243,837</td>
<td>$1,648</td>
<td>$1,285</td>
<td>$2,240,904</td>
<td>0.13%</td>
<td></td>
</tr>
<tr>
<td>1130 HIGH SCHOOL PROGRAM 9-12</td>
<td>$3,524,803</td>
<td>$14,109</td>
<td>$225,073</td>
<td>$3,285,621</td>
<td>6.79%</td>
<td></td>
</tr>
<tr>
<td>1210 TALENTED AND GIFTED</td>
<td>$10,267</td>
<td>-</td>
<td>-</td>
<td>$10,267</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>1220 RESTRICTIVE PROGRAMS FOR STUDENTS WITH DISABILITIES</td>
<td>$725,176</td>
<td>-</td>
<td>$25,995</td>
<td>$699,181</td>
<td>3.58%</td>
<td></td>
</tr>
<tr>
<td>1250 RESOURCE ROOMS</td>
<td>$1,284,402</td>
<td>$936</td>
<td>$23,436</td>
<td>$1,260,030</td>
<td>1.90%</td>
<td></td>
</tr>
<tr>
<td>1280 ALTERNATIVE EDUCATION PROGRAMS</td>
<td>$104,145</td>
<td>-</td>
<td>$14,635</td>
<td>$89,510</td>
<td>14.05%</td>
<td></td>
</tr>
<tr>
<td>1290 OTHER DESIGNATED PROGRAMS</td>
<td>$269,858</td>
<td>-</td>
<td>$20,579</td>
<td>$249,279</td>
<td>7.63%</td>
<td></td>
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<tr>
<td><strong>TOTAL INSTRUCTION</strong></td>
<td>$12,457,466</td>
<td>$17,213</td>
<td>$379,747</td>
<td>$12,060,506</td>
<td>3.19%</td>
<td></td>
</tr>
<tr>
<td><strong>SUPPORT SERVICES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2110 ATTENDANCE SERVICES</td>
<td>$219,598</td>
<td>-</td>
<td>-</td>
<td>$219,598</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>2120 GUIDANCE SERVICES</td>
<td>$581,790</td>
<td>-</td>
<td>$75,869</td>
<td>$505,921</td>
<td>13.04%</td>
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<tr>
<td>2130 HEALTH NURSE SERVICES</td>
<td>$187,700</td>
<td>-</td>
<td>$2,000</td>
<td>$185,700</td>
<td>1.07%</td>
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<tr>
<td>2140 PSYCHOLOGICAL SERVICES</td>
<td>$160,563</td>
<td>-</td>
<td>-</td>
<td>$160,563</td>
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<tr>
<td>2150 SPEECH PATHOLOGY &amp; AUDIOLOGY</td>
<td>$233,610</td>
<td>-</td>
<td>$40,380</td>
<td>$193,230</td>
<td>17.29%</td>
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<tr>
<td>2160 OTHER STUDENT TREATMENT SERVICES</td>
<td>$93,759</td>
<td>-</td>
<td>-</td>
<td>$93,759</td>
<td>0.00%</td>
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</tr>
<tr>
<td>2190 SPECIAL EDUCATION</td>
<td>$251,254</td>
<td>$13,979</td>
<td>$110,843</td>
<td>$126,432</td>
<td>49.68%</td>
<td></td>
</tr>
<tr>
<td>2210 IMPROVEMENT OF INSTRUCTION</td>
<td>$397,625</td>
<td>$11,284</td>
<td>$86,625</td>
<td>$299,717</td>
<td>24.62%</td>
<td></td>
</tr>
<tr>
<td>2220 EDUCATIONAL MEDIA SERVICES</td>
<td>$204,640</td>
<td>$6,824</td>
<td>$755</td>
<td>$197,061</td>
<td>3.70%</td>
<td></td>
</tr>
<tr>
<td>2230 ASSESSMENT/TESTING</td>
<td>$106,859</td>
<td>$4,177</td>
<td>-</td>
<td>$102,682</td>
<td>3.91%</td>
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<tr>
<td>2240 INSTRUCTIONAL STAFF DEVELOPMENT</td>
<td>$86,928</td>
<td>$6,927</td>
<td>-</td>
<td>$80,001</td>
<td>7.97%</td>
<td></td>
</tr>
<tr>
<td>2310 BOARD OF EDUCATION</td>
<td>$97,950</td>
<td>-</td>
<td>$17,310</td>
<td>$80,640</td>
<td>17.67%</td>
<td></td>
</tr>
<tr>
<td>2320 OFFICE OF SUPERINTENDENT</td>
<td>$287,228</td>
<td>$22,956</td>
<td>$183,076</td>
<td>$206,032</td>
<td>61.58%</td>
<td></td>
</tr>
<tr>
<td>2410 OFFICE OF PRINCIPAL</td>
<td>$1,592,345</td>
<td>$93,235</td>
<td>$887,290</td>
<td>$980,525</td>
<td>61.18%</td>
<td></td>
</tr>
<tr>
<td>2520 FISCAL SERVICES</td>
<td>$637,045</td>
<td>$82,447</td>
<td>$275,147</td>
<td>$357,594</td>
<td>56.13%</td>
<td></td>
</tr>
<tr>
<td>2540 OPERATION AND MAINTENANCE SERVICES</td>
<td>$2,103,870</td>
<td>$175,994</td>
<td>$1,094,925</td>
<td>$1,270,919</td>
<td>60.41%</td>
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<tr>
<td>2550 TRANSPORTATION SERVICES</td>
<td>$1,155,753</td>
<td>$6,824</td>
<td>$755</td>
<td>$1,197,061</td>
<td>3.70%</td>
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<tr>
<td>2630 COMMUNICATION</td>
<td>$121,597</td>
<td>$7,674</td>
<td>$60,981</td>
<td>$61,616</td>
<td>71.73%</td>
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<tr>
<td>2640 PERSONNEL SERVICES</td>
<td>$546,272</td>
<td>$24,655</td>
<td>$173,463</td>
<td>$372,809</td>
<td>36.27%</td>
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<tr>
<td>2649 OTHER EMPLOYEE SERVICES (RX, UNEMPLOYMENT)</td>
<td>$344,200</td>
<td>$4,214</td>
<td>$36,712</td>
<td>$303,274</td>
<td>11.89%</td>
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<tr>
<td><strong>TOTAL SUPPORT SERVICES</strong></td>
<td>$9,784,207</td>
<td>$502,430</td>
<td>$3,300,635</td>
<td>$5,981,142</td>
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<td><strong>OTHER REQUIREMENTS</strong></td>
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<tr>
<td>3300 COMMUNITY SERVICES</td>
<td>$66,725</td>
<td>$1,591</td>
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<td>5200 TRANSFERS</td>
<td>$9,000</td>
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<td>-</td>
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<tr>
<td>6000 CONTINGENCY</td>
<td>$500,000</td>
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<td>100.00%</td>
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<td><strong>TOTAL OTHER REQUIREMENTS</strong></td>
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<td>$501,591</td>
<td>$74,134</td>
<td>87.12%</td>
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<td><strong>TOTAL EXPENDITURES</strong></td>
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<td>$521,234</td>
<td>$4,180,382</td>
<td>$18,115,782</td>
<td>20.61%</td>
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</tr>
</tbody>
</table>
## OTHER FUNDS SUMMARY
### STATEMENT OF EXPENDITURES COMPARED TO BUDGET
### OTHER FUNDS SUMMARY
### AS OF JULY 31, 2017

<table>
<thead>
<tr>
<th>Fund</th>
<th>Description</th>
<th>Adopted Budget</th>
<th>Y-T-D</th>
<th>Encumbered</th>
<th>Budget Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>210</td>
<td>GRANTS/CONTRACTS</td>
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<td></td>
<td></td>
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<tr>
<td></td>
<td>Resources</td>
<td>$2,367,415</td>
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<td>$2,367,415</td>
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<td>Expenses</td>
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<td>$2,326,775</td>
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<td>FOOD SERVICE FUND</td>
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<td></td>
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<td>$963,700</td>
<td>131,171</td>
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<td>197</td>
<td>254,736</td>
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### STATEMENT OF EXPENDITURES COMPARED TO BUDGET
**AS OF JULY 31, 2017**

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<th>Contracting Agency/Grant</th>
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<th>Function</th>
<th>Object</th>
<th>Center</th>
<th>Area</th>
<th>Grant</th>
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### STATEMENT OF EXPENDITURES COMPARED TO BUDGET
#### AS OF JULY 31, 2017

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### TOTAL GRANTS/CONTRACTS

- **$ 1,244,170.61**
- **$ 11,784.03**
- **$ 34,918.88**
- **$ 46,702.91**
- **$ 1,197,764.10**
Staff/Student/Parent Relations**

The Board encourages parents to be involved in their student’s educational activities, and unless otherwise ordered by the courts, an order of sole custody to one parent shall not deprive the other parent access to school records.

The parent having sole custody will be contacted before records are released to a noncustodial parent. Only if the parent having sole custody presents a court document to the contrary will the noncustodial parent be denied access to the records.

Otherwise, the noncustodial parent may receive and inspect school records and consult with school staff concerning the student’s welfare and education to the same extent as provided the parent having sole custody.

Noncustodial parents will not be granted visitation or telephone access to the student during the school day nor will a student be released to the noncustodial parent without written permission of the parent having sole custody.

The district will use reasonable methods to identify and authenticate the identity of both parents.

END OF POLICY

Legal Reference(s):

ORS 107.154
ORS 109.056
ORS 163.245 - 163.257

Staff/Student/Parent Relations** (Version 2)

The Board encourages parents to be involved in their student’s school affairs and 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 that curtails the rights of the noncustodial parent at the time of enrollment or any other time a court order is issued. A parent with sole custody shall be requested to provide the district with written instructions regarding particular rights or privileges granted to the noncustodial parent.

Noncustodial parents will not be granted visitation or telephone access to the student during the school day. The student will not be released to the noncustodial parent without written permission of the parent with sole custody unless allowed by court order.

In the case of joint custody, the district will adhere to all conditions specified and ordered by the court. The district may request in writing any special requests or clarifications in areas concerning the student and the district’s relationship and responsibilities.

The district will use reasonable methods to identify and authenticate the identity of both parents.

END OF POLICY

Legal Reference(s):

ORS 107.154
ORS 109.056
ORS 163.245 to 163.257


MSPH

2/26/094/13/17
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 to -192.505
ORS 659A.199 to -659A.224
OAR 581-022-1720

Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).
R4/28/16 PH
Family Medical Leave *

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

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

OFLA and OMFLA 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 work weeks in the calendar year in which the leave is to be taken, or in the calendar year immediately preceding the year in which the leave is to be taken.

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

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

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

Federal and state leave entitlements generally run concurrently.

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

END OF POLICY
Legal Reference(s):

ORS 332.507  ORS 659A.093  ORS 659A.150 to -659A.186
ORS 342.545  ORS 659A.096  OAR 839-009-0200 to -0320
ORS 659A.090  ORS 659A.099

Escriba v. Foster Poultry Farms, Inc. 743 F.3d 1236 (9th Cir. 2014).
Animals in District Facilities

Animals may be brought into the school to support district curriculum and instruction goals.

Permission is to be obtained from the administrator before animals are brought into the school. Only service animals serving persons with a disability and animals approved by the superintendent or designee that are part of an approved district curriculum or cocurricular activity are allowed in district facilities. Permission will be limited to the time period required to complete the lesson. Prior to approval, the administrator shall consider the possibility of allergic reaction to the animal by staff and students and other safety concerns.

Approved animals must be adequately cared for and appropriately secured housed and cared for in secure cages. Only the teacher or students designated by the teacher are to handle the animals.

If animals are to be kept in the classroom on days when classes are not in session, arrangements must be made for their care.

Animals, except those service animals serving persons with a disability, may not be transported on a school bus.

Service animals serving those with a disability could be an exception to this policy.

END OF POLICY

Legal Reference(s):
ORS 336.067
ORS 346.620
OAR 581-053-0010
OAR 581-053-0015
OAR 581-053-0545(4)(c)(V)
OAR 581-053-0550(5)(u)

1The American with Disabilities Act definition of “service animal” means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability. Companion and comfort animals are not considered service animals. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual’s disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal’s presence and the provision of emotional support, well-being, comfort or companionship do not constitute work or tasks for the purposes of this definition. The law and its regulations also make an allowance for miniature horses.
Admissions

The Board is committed to providing an educational program for all students living in the district. The Board believes all students living in the district who have not completed 12 years of education should regularly attend a public full-time school and be included in the available educational programs.

State law considers a child to be six years of age if the sixth birthday of the child occurred on or before September 1 and a child of five years of age is considered to be kindergarten age if the fifth birthday of the child occurred on or before September 1.

Students who do not meet age and date criteria required will not be granted early admission.

All new students must register in the school office. Registration requirements include proof of the student’s birth date (e.g., a birth certificate, a hospital record or a baptismal record) and immunization records as required by law. Students admitted to any grade must show evidence of completing the prior school years.

Students enrolled in the district shall comply with Oregon laws related to age, residence, health, attendance and immunization.

Students located in the district shall not be excluded from admission solely because the student does not have a fixed place of , regular and adequate nighttime residence or solely because the student is not under the supervision of a parent.

Students located in the district shall not be excluded from admission where they are otherwise eligible, not receiving special education, and they have not yet attained the age of 19 prior to the beginning of the current school year.

The district may admit an otherwise eligible person who is not receiving special education and who has not yet attained 21 years of age prior to the beginning of the current school year if the person is shown to be in need of additional education in order to secure a high school diploma.

END OF POLICY

Legal Reference(s):

ORS 327.006  ORS 339.115
ORS 336.092  ORS 339.125  OAR 581-022-0705
ORS 339.010  ORS 339.133
ORS 339.030  ORS 433.267

Homeless Students

Homeless students in the district will have access to the education and other services needed to ensure that an opportunity is available to meet the same academic achievement standards to which all students are held.

A liaison for students in homeless situations will be designated by the district to carry out duties as required by law.

The district will ensure that homeless students are not stigmatized nor segregated on the basis of their status as homeless. A homeless student will be admitted, in accordance with the student’s best interest, to the district school in the attendance area in which the student is actually living or to the student’s school of origin as requested by the parent and in accordance with the student’s best interest or enroll the student in a district school in the attendance area in which the homeless student is actually living, unless contrary to the request of the parent or unaccompanied student. Transportation will be provided to and from the student’s school of origin at the request of the parent, or in the case of an unaccompanied student, the district’s liaison for homeless students in accordance with law.

The superintendent will develop administrative regulations to implement this policy to remove barriers to access and participation by homeless students.

END OF POLICY

Legal Reference(s):

ORS 109.056
ORS 327.006
ORS 339.115 (7)
ORS 339.133
ORS 433.267
OAR 581-021-0045
OAR 581-021-0046

Letter Opinions, Office of the OR Attorney General (March 15, April 18, June 30 1988).

R6/10/461/31/17 PH

1McKinney-Vento Homeless Assistance Act (see 42 U.S.C. 11432(g)(1)(J)(iii)).
Legal Names of Students

The district will not consider requests to use names other than the student’s legal name. Such requests, if honored, may be entered into the computer system so long as a cross-referenced system is established to locate the student’s records with the student’s legal name.

Legal last names will be changed by the district only upon receipt of a copy of a court order.

END OF POLICY

Legal Reference(s):

OAR 581-022-1670

HR4/29/971/31/17 | NCSL
Sexual Harassment Complaint Form

TO: (Name of School):___________________________________________________________________

Person Making Complaint ________________________________________________________________

Telephone Number ___________________________ Date _____________________________

Specific complaint: (Please provide detailed information including names, dates, places, activities and results of informal discussion.) ________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

Who should we talk to and what evidence should we consider? ______________________________

____________________________________________________________________________________

____________________________________________________________________________________

Suggested solution/resolution/outcome: __________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

Office Use: Disposition of Complaint:

____________________________________________________________________________________

____________________________________________________________________________________

Signature: ___________________________ Date: ___________________________

cc: District Office
Federal Family and Medical Leave/State Family Medical 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. 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 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.

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.
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:

4. 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.

5. 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.

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

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

Eligible employees may access OFLA for the following reasons:

8. Serious health condition of the employee or the employee’s covered family member:
   a. Inpatient care;
   b. Continuing treatment;

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\(^2\)Parental leave must be taken in one continuous block of time within 12 months of the triggering event.
c. Chronic conditions;
d. Permanent, long-term or terminal conditions;
e. Multiple treatments;
f. Pregnancy and prenatal care.

9. 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.

10. Sick Child Leave: leave for non-serious health conditions of the employee’s child.


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.

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

12. Family member:
   a. For the purposes of FMLA, “family member” means:
      (1) Spouse;
      (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;
      (8) Grandchild;

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3Bereavement leave under OFLA must be completed within 60 days of when the employee received notice of the death.
4“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.
(9) Grandparent; or
(10) Persons who are “in loco parentis”.

13. Child:

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

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

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

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

14. 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.

15. Next of kin:

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

a. Blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions;

b. Brothers or sisters;

c. Grandparents;

d. Aunts and uncles; and

e. First cousins.

16. 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 retire list for a serious injury or illness.

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

**Leave Period**

For the purposes of calculating an employee’s leave period, the district will use the fixed 12-month leave year of July 1 – June 30. 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. 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, a woman 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 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. 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.

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.

5An 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.

6Sick 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.

7Exceptions 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.
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\(^8\). 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\(^9\). 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.

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

18. 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

19. 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:

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

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

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

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\(^8\)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.
23. The transfer is compliant with state and federal law, including but not limited to the protections provided for in FMLA and/or OFLA; and

24. 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:

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

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

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

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

29. 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

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

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

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

**Special Rules for School Employees**

For the purposes of FMLA, “school employee” means those whose principal function is to teach and instruct students in a class, a small group or an individual settlement. 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, 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.

31. 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.

32. 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. 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.

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

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

**Application**

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

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

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

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

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

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

**Medical Certification**

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

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**

33. 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.

34. 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 director of human resources.

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 and OFLA leave requirements.

Federal vs. State Law

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

For example, due to differences in regulations, an eligible employee who takes OFLA leave after 180 days of employment, but before he/she is 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.
EMPLOYEE RIGHTS AND RESPONSIBILITIES
UNDER THE FAMILY AND MEDICAL LEAVE ACT

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

Military Family Leave Entitlements
Eligible employees with a spouse, son, daughter, or parent on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recovery or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness*.

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

Benefits and Protections
During FMLA leave, the employer must maintain the employee’s health coverage under any “group health plan” on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

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

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

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

For additional information:
WWW.WAGEHOUR.DOL.GOV
U.S. Department of Labor | Wage and Hour Division

Federal Family and Medical Leave/State Family Medical Leave * - GCBDA/GDBDA-AR(1)
13-13
Gladstone School District

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

PLEASE PRINT

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

Name ____________________________ Effective Date of the Leave ____________________________
Department ____________________________ Title ____________________________
Status: ☐ Full-time ☐ Part-time ☐ Temporary
Hire Date ____________________________ Length of Service ____________________________

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

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

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

2. ☐ Because of the placement of a child with me for adoption or foster care. (District: Use GCBDA/GDBDA-AR(3)(A) Certification Form)
   Age of child ____________________________ Date of placement ____________________________
   Leave to start ____________________________ Expected return date ____________________________

3. ☐ In order to care for a family member2 with a serious health condition. (District: Use GCBDA/GDBDA-AR(3)(B) Certification Form)
   Leave to start ____________________________ Expected return date ____________________________
   Please check one: ☐ Spouse3 ☐ Child4 ☐ Parent ☐ Individual who was in loco parentis when the employee
   was a child ☐ Parent-in-law or the parent of the employee’s registered domestic partner (OFLA leave only) ☐
   Custodial parent ☐ Noncustodial parent ☐ Adoptive parent ☐ Stepparent ☐ Foster parent ☐ Grandparent
   (OFLA leave only) ☐ Grandchild (OFLA leave only).
   Please state name and address of relation:

---

1A physician’s certification may be required to support a request for family and medical leave. In addition, a fitness-for-duty certification may be required before reinstatement following the leave.
2“Family member,” for purposes of FMLA and OFLA leave, means the spouse, custodial parent, noncustodial parent, adoptive parent, stepparent or foster parent, biological parent, child of the employee (biological, adopted, foster or step child, a legal ward or child of the employee standing in loco parentis) 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, parent-in-law or the parent of the employee’s registered domestic partner.
3“Spouse” means individuals in a marriage including “common law” marriage and same-sex marriage. For OFLA, spouse also includes same-sex individuals with a Certificate of Registered Domestic Partnership.
4For FMLA, the age of the son or daughter at the onset of disability is not relevant in determining a parent’s entitlement to FMLA leave.
Name ___________________________ Address __________________________

Does the condition render the family member unable to perform daily activities?

□ Yes □ No

4. □ For a serious health condition which prevents me from performing my job functions. (District: Use GCBDA/GDBDA-AR(3)(A) Certification Form)
   Describe __________________________________________________________

   Leave to start ___________________________  Expected return date ___________________________

   Regarding 3 or 4 above, request intermittent (reduced workday hours) or reduced leave (fewer workdays each workweek) schedule or alternate duty (if applicable, subject to employer’s approval). Please describe schedule of when you anticipate you will be unavailable to work:

   __________________________________________________________

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

6. □ A qualifying exigency arising from an employee’s spouse, son, daughter, or parent who is a covered servicemember as defined in GCBDA/GDBDA-AR(1), or leave for the spouse 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)

7. □ To care for a spouse, son, daughter, parent, or next of kin5 who is a covered servicemember with a serious illness or injury incurred in the line of duty or active duty in the armed forces. Has leave been taken for the same servicemember and the same injury? □ Yes □ No (District: Use GCBDA/GDBDA-AR(3)(D) Certification Form) If yes, when was the leave taken and for how many work days? __________________________

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

I understand that 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 during 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 statement 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 and a copy of my rights and responsibilities under the Family Medical Leave Act leave request form.

Signature of Employee: ___________________________  Date: __________________________

5“Next of kin” means the nearest blood relative of the eligible employee.
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 his/her 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.

Return this completed form on ________________________ (must be at least 15 days after employee is notified of this requirement).

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.

Providers’s name and business address: ________________________________

Certification of Health Care Provider - GCBDA/GDBDA-AR(3)(A)

1-4
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 his/her 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 his/her 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 his/her 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
CR2/26/09/13/17 | RS

Date
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 his/her 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.

Return this completed form on ________________ (must be at least 15 days after employee is notified of this requirement).
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 son or daughter/child, please provide his/her date of birth: ____________________________
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.

Providers’s name and business address: __________________________________________________________

Type of practice/medical specialty: __________________________________________________________

Telephone: ( ) ___________________________ Fax:( ) ___________________________

Email: ___________________________________________

**Medical Facts**

1. Is the medical condition pregnancy? □ Yes □ No

   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 by/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
CR2/26/094/13/17  RS
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) in support of a contingency operation is attached.

□ I have previously provided the district with sufficient written documentation confirming the covered military member’s active duty or call to active duty status in support of a contingency operation.

Part A: Qualifying Reason for Leave

Military Family Leave - GCBDA/GDBDA-AR(3)(C)

1-3
1. Describe the reason you are requesting qualifying leave due to a qualifying exigency (including the specific reason you are requesting leave):

________________________________________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________________________________________

2. Describe the reason you are requesting FMLA 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

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

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 __________________

CR12/10/094/13/17 | RS
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 his/her 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 ☐ Son/Child ☐ Daughter ☐ 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:

To be completed by a health care provider as defined by FMLA regulations.
(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 appointments? □ 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

GCBDA/GDBDA-AR(3)(D) 3-3
FMLA/OFLA Eligibility Notice to Employee

DATE: ___________________________________________

TO: _________________________________________________
(Employee’s name)

FROM: _______________________________________________
(Name of appropriate employer representative)

SUBJECT: Request for FMLA and/or OFLA Leave

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

1. ____  The birth of your child, or the placement of a child with you for adoption or foster care;

2. ____  A serious health condition that makes you unable to perform the essential functions of your job;

3. ____  A serious health condition of your □ spouse1, □ child2 (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. ____  An illness or injury to your child which requires home care but is not a serious health condition (OFLA leave only);

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

6. ____  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;

1“Spouse” means individuals in a marriage including “common law” marriage and same-sex marriage. For OFLA, spouse also includes same-sex individuals with a Certificate of Registered Domestic Partnership.
2For FMLA, the age of the son or daughter at the onset of the disability is not relevant in determining a parent’s entitlement to FMLA leave.
7.   A serious illness or injury, incurred in the line of duty, of a covered service member who is your spouse, son, daughter, parent or next of kin;

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

You notified us that you need this leave beginning on _____________ (date) and that you expect leave to continue until on or about _____________ (date). The FMLA requires that you notify the district as soon as possible if dates of scheduled leave changes or are extended, or were initially unknown.

Except as explained below, you have a right under the FMLA and/or OFLA for up to 12 workweeks of unpaid leave in a 12-month period for the reasons listed above. The district will use the same 12-month leave year of July 1 – June 30. FMLA leave and OFLA leave generally run concurrently. In order to care for an injured service member, you are entitled to up to 26 weeks of leave in a single 12-month period to care for a qualifying service member.

Also, your health benefits under FMLA must be maintained during any period of unpaid leave under the same conditions as if you continued to work, including you continuing to pay the same portion of the premiums you currently pay. You must be reinstated to the same position, or in some cases, under state or federal law, to an equivalent job with the same pay, benefits and terms and conditions of employment on your return from leave position. The district is not required to maintain benefits during if you only qualify for OFLA leave, unless provided otherwise by Board policy or a collective bargaining agreement; however, all such benefits will be restored in full upon your return to the district.

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

2. The requested leave may be counted against your annual □ FMLA leave entitlement, □ OFLA leave entitlement □ both 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)

5a. 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.)

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3Oregon Military Family Leave Act allows for 14 days of leave per deployment.
5b. If the district pays any part of your share of disability, life or other insurance benefits while on OFLA or FMLA leave the district may deduct up to 10 percent of your gross pay each pay period after your return to work until the amount is repaid (OFLA leave only).

5cb. You have a minimum □ 30-day □ Other: _______________ (or, indicate longer period, if applicable) grace period in which to make premium payments. If payment is not timely made, your group health insurance may be cancelled. We will notify you in writing at least 15 days before the date that your health coverage will lapse. At our option, we may also pay your share of the premiums during 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.

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

5ed. Except as noted above, in the event you do not return to work for the district after your FMLA and/or OFLA leave, and the district has paid your share of benefit premiums, you □ will □ will not be responsible for reimbursing the district the amount paid on your behalf with the exceptions noted in Section C.F.R. § 104 (c)(2)(B) of the FMLA.

6. □ You will be required to present a fitness-for-duty certificate 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 certificate 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.
7a. You □ are □ are not a “key employee” as described in Section 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.)

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

8. While on FMLA and/or OFLA leave, you □ will □ will not be required to furnish us with periodic reports every ___________ (indicate interval of periodic reports, as appropriate for the particular leave situation) of your status and intent to return to work. If the circumstances of your leave change and you are able to return to work earlier than the date indicated on this form, you □ will □ will not be required to notify us at least two workdays prior to the date you intend to report for work.

9. You □ will □ will not be required to furnish recertification relating to a serious health condition. (FMLA leave only.) (Explain below, if necessary, including the interval between certifications as prescribed in Section 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.
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), FMLA/OFLA or the FMLA/OFLA Eligibility Notice form GCBDA/GDBDA-AR(4), OFLA only eligible, 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) cannot 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 you have any questions regarding your leave, now or at any time during your leave, please contact, the director of human resources as soon as possible.

Sincerely,

Assistant Superintendent

Enclosure (FMLA and/or OFLA Designation Notice form)
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 employer must 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 ____________________________ and decided

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 will need will be rescheduled, it is not possible to provide the hours, days or weeks that will be counted against your FMLA and/or OFLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

Please be advised (check if applicable):  

□ You have requested to use paid leave during your FMLA and/or OFLA leave. Any paid leave taken for this reason will count against your FMLA and/or OFLA leave entitlement.

□ We are requiring you to substitute or use paid leave during your FMLA and/or OFLA leave.
You will be required to present a fitness-for-duty certificate to be restored 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 attached. If attached, the fitness-for-duty certifications 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 not complete 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:

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.

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.
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

Signature - Health Care Provider

Type of Practice

Date

Health care provider: Please return the completed form to the employee/patient.

Attached: Position description/description of essential duties (district specifies which).

CR5/27/104/13/17 | RS
HIRING PROCEDURES ALL STAFF

When hiring new staff for Gladstone School District, the following procedures must be followed.

1. **The position must be posted.**
   - Notify the Director of Human Resources of the vacancy.
   - Review the job description.
   - Complete a “Notice of Vacancy” form obtained from Human Resources.
   - Submit a written resignation from the previous employee with the completed “Notice of Vacancy” form to the Human Resources. *A signed letter of resignation must be received before the job can be posted.*

2. **Screen Paperwork**
   - Select a committee representing a cross section of staff, administrators, parents, etc. as appropriate. (Not all committees will require representation for all groups).
   - Meet with committee before paper screen to review the performance expectations, determine the process, and lay out the expectations of the committee.
   - Establish criteria for hiring. *(What are you looking for? Define the essential elements.)*
   - All applications are considered confidential and details are not to be shared outside of the hiring committee. *(Review confidentiality with the committee.)*
   - Screen and rate applicants using “Screening/Scoring” sheet, if applicable.
   - Select candidates for initial interview.

3. **Interviews are to be done in groups of 3-5 candidates per group** *(Any first round individual interviews must be pre-approved by district office).*
   - If there are in-district candidates who apply they will be included in the interview process.
   - **A minimum of 3 candidates must be interviewed.** *(Provided 3 or more have applied)*
   - Interviews may be scheduled at the building level.
   - Submit to Human Resources a written notification of the interview schedule.
   - Create format and questions for the interview. *(Your questions should be developed around the essential functions and performance standards of the job.)*
   - After the interview selection has been made submit a list of the candidates to Human Resources.

4. **Check at least three references for each finalist.**
   - This is a critical step in the process.
   - Document reference checks using the “Reference Check” form obtained from Human Resources.
   - Former employers are valuable assets when making personnel decisions.
   - Whenever possible, call someone that knows the employee but is not listed as a reference.
5. **Nominate two to three candidates.**
   - Bring forward two to three finalists for Superintendent or designee to interview. (*Your finalists must be interviewed by a district administrator prior to offering them a contract.*)
   - Develop questions from the original interview that need more probing along with other concerns you would like addressed.

6. **Personnel Recommendation for Successful Candidate**
   - Upon offer of employment, a “Conditional Offer of Employment” and a “Personnel Recommendation” are to be completed by the building administrator or supervisor. Be sure to include the account code and appropriate signatures.
   - Return the successful applicant’s file, the reference checks, the list of questions used, any notes taken by the committee and the “Personnel Recommendation” form for the new hire to the Human Resources.
   - Certified/Licensed hires must provide official transcripts prior to receiving an employment contract.
   - Schedule an informal appointment to introduce the new hire to the Superintendent.

7. **Schedule an appointment with Payroll Department**
   - Human Resources will schedule an appointment for the new hire to meet with the payroll department to sign and complete payroll forms, arrange for fingerprinting, drug screen (if applicable), provide copies of required certificates and identification, and review benefits.

8. **Completing the Process**
   - All interview files and interview notes must be returned to Human Resources.
   - Once the position has been filled the facilitator of the interview committee will contact by phone all applicants that were interviewed but not hired to let them know that the position has been filled.
   - All applicants who applied will be notified that a position has been filed.

9. **After a contract has been issued, schedule an individual meeting with the new employee.**
   - Meet with the new employee to welcome them, outline job description, answer questions, and set up a mentor relationship when appropriate.

   **Any exceptions to this process must be approved by Human Resources**
Candidate Selection Required Procedure
Use this checklist with the Hiring Procedures

Identify Vacancy

<table>
<thead>
<tr>
<th>Administrator/Supervisor Sends to HR</th>
<th>HR Completes the Following</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signed Letter of resignation required</td>
<td>Reviews budget and approves to post</td>
</tr>
<tr>
<td>Job Description</td>
<td>Notifies Administrator/Supervisor when posted</td>
</tr>
<tr>
<td>Notice of Vacancy</td>
<td></td>
</tr>
</tbody>
</table>

Recruitment Plan

- Establish criteria for hiring
- Verify Applications are complete
- Select Group Interview Date(s) and Time(s)
- Select Applicants for Group Interview (Individual interviews need superintendent approval)
- Email HR: Names of candidates to interview*, interview dates and interview questions.

Select Group Interview Committee Members (See Flowchart: Group Interview Team)

- Teachers (Like Department/Grade Level/Content 3 to 4, more if interested)
- Parent(s) (1 to 3)
- Administrators (Building Level, Department Level, 1 to 3)
- Student(s) (1 to 2)
- Sign Confidential/Ethics Agreement (All Committee Members Sign)
- Use scoring guide to recommend 2 to 3 candidates for round two
- Begin reference checks (last three supervisors preferred)

Interview Round Two

- Select Interview Date(s) and Time(s) (Use Superintendent Calendar)
- Establish Interview Questions and email to HR

Complete Interview Process

- Make conditional offer, get signed by selected candidate and email to Human Resources
- Make personal calls to all candidates interviewed but not selected
- Return all application files, interview notes, questions, and scoring guides to Human Resources
- Complete Personnel Recommendation (PR) & send all candidate information to HR for hiring
- Notify all applicants’ that the position has been filled.
Group Interview Team

Administrator

Licensed

Classified Confidential

Head Coach

Committee Panel to include:
- District /Building Administrators
- Staff; Licensed, Classified, Confidential
- Parent(s)/School board member(s)
- Student(s) if applicable

Committee Panel to include:
- Administrator building level and/or department area
- Teachers from like department/grade level or content.

Committee Panel to include:
- Administrator building level and/or department area
- Supervisor Teacher(s)
- Other Classified staff in like position

Committee Panel to include:
- Building Administrator(s)
- AD/Principal Coaches
- Parent(s)
- Athlete(s) involved in sport.
- Other staff.

Second Round
2 to 3 finalist to Superintendent or Designee

Second Round
2 to 3 finalist to Superintendent or Designee
Animals in District Facilities

If the animal is a service animal\(^1\), please answer the following questions:

1. Is the service animal required due to a disability?

   

2. What work or task has the service animal been trained to perform?

   

If an animal is not a service animal, the district staff may request emergency contact information.

---

\(^1\)The American with Disabilities Act definition of “service animal” means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability. Companion and comfort animals are not considered service animals. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual’s disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal’s presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition. The law and its regulations also make an allowance for miniature horses.
Homeless Students**

Definitions

1. “Enrollment” means attending classes and participating fully in school activities.

1. “School of origin” means the school that the student attended when permanently housed or the school where 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.

3. “Homeless student” means individuals who lack a fixed, regular and adequate nighttime residence and includes:

   a. Students who are sharing the housing of other persons due to loss of housing, economic hardship or a similar reason; are living in motels, hotels, trailer parks or camping grounds due to lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals; or are awaiting foster placement;

   b. Students who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;

   c. Students who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations or similar settings; and

   d. Migratory students who qualify as homeless because the students are living in circumstances described in a.-c.

4. “Unaccompanied student” includes a student not in the physical custody of a parent or guardian.

Assignment to School

The district shall, according to the student’s best interest, continue the student’s education in the school of origin for the duration of homelessness, or enroll the student in a district school in the attendance area in which the homeless student is actually living on the same basis as other district students that nonhomeless students who live in the attendance area in which the student is actually living are eligible to attend.

In determining the best interest of the student, the district shall:

1. To the extent feasible, a homeless student shall be presumed that keeping the student in their school of origin is in their best interest, unless doing so is contrary to the wishes of the student’s parent or guardian;
2. Provide a written explanation, including a statement regarding the right to appeal, if the district sends a homeless student to a school other than the school of origin or a school requested by the parent or guardian;

3. In the case of an unaccompanied student, ensure that the district’s liaison helps in with placement or enrollment decisions for an unaccompanied student, and considers the views request of the student, and provides a notice of the right to appeal on placement and enrollment decisions.

**Enrollment**

The district shall immediately enroll the student in the school selected even if the student is unable to produce records normally required for enrollment, such as academic records, medical records, proof of residency or other documentation.

The district shall immediately contact the school last attended to obtain relevant academic and other student records.

If the student needs to obtain immunizations, or immunization or medical records, the district shall immediately refer the parent or guardian to the district’s liaison, who will help in obtaining necessary immunizations or records.

A student shall be granted enrollment even if he or she has missed application or enrollment deadlines during any period of homelessness.

**Records**

Any records ordinarily maintained by the district, including immunization or medical records, academic records, birth certificates, guardianship records and evaluations for special services or programs, shall be maintained so that the records are available, in a timely fashion, when a homeless student enters a new school or district, consistent with state and federal law.

**Enrollment Disputes**

If a dispute arises over school selection, or enrollment or eligibility, the student shall be immediately admitted to the school requested, pending resolution of the dispute.

The parent or guardian of the student shall be provided with a written explanation of the district’s decision regarding school selection, including the rights of the parent, guardian or student to appeal the decision through the district’s discrimination complaint procedure or the McKinney-Vento Act dispute resolution and appeal process, including final appeal to the Oregon Department of Education (ODE) State Coordinator.

The student, parent or guardian shall be referred to the district’s liaison, who shall ensure the resolution process is carried out as expeditiously as possible. In the case of an unaccompanied student, the district’s liaison shall ensure the student is immediately enrolled in school pending the resolution of the dispute.

**Services**

Each homeless student shall be provided services comparable to services offered to other students, including the following:
1. Transportation services;

2. Education services for which the student is eligible, such as:

   a. Title I;
   b. Special education;
   c. Programs for students with limited English proficiency (English Learners);
   d. Professional technical programs (Career and technical education);
   e. Talented and gifted programs.

3. School nutrition programs.

**Coordination**

The district shall coordinate the provision of services to homeless students with local social service agencies, and other agencies or programs providing services to homeless students and their families. Services will also be provided in cooperation with other districts on interdistrict issues, such as transportation, or transfer of school records, and issues concerning appropriate credit for full or partial course work completed at a prior school to ensure that homeless students have access to available educational and related services.

**District Liaison**

The district’s liaison shall ensure that:

4. Homeless students are identified;

5. Homeless students enroll in and have a full and equal opportunity to succeed in district schools;

6. Homeless families and students have access to and receive educational services through Head Start, Early Intervention and preschool services;

7. Homeless families and students receive educational services for which they are eligible, and referrals to health-care services, dental services, mental health service and other appropriate services;

8. Parents of homeless students are informed of the educational and related opportunities available to the students and are provided with meaningful opportunities to participate in the education of their students;

9. Public notice of the educational rights of homeless students is distributed where such students receive services (e.g., schools, family shelters, public libraries and soup kitchens);

10. Enrollment disputes are mediated through McKinney-Vento Act dispute resolution procedures.

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1 All homeless students are automatically eligible for Title I services, regardless of their current academic performance.
11. The parents of a homeless student, or any unaccompanied student, is fully informed of all transportation services, including transportation to the school of origin, and is assisted in accessing transportation to the school selected;

12. School personnel, service providers and advocates working with homeless students and their families are informed of the liaison’s duties.

The district’s liaison shall coordinate and collaborate with the ODE state coordinator, community and school personnel responsible for the provision of educational and related services to homeless students.