290 First Street
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We, with the involvement of our culturally rich and dynamic community, will provide an educationally creative, enriching and safe learning environment, that will instill a desire to become life-long learners, ready to enter the 21st century workforce and to be responsible citizens.

School Board Meeting Packet

Thursday, July 12, 2018

Regular Session

The Gervais School District #1 Board of Directors will convene in a Regular Session at 6:00 p.m. in the Gervais School District Conference Center.

Persons having questions about, or requests for special needs and accommodations, should contact the Director of Special Services at the Gervais School District Office. Contact should be made at least 48 hours in advance of the event.

Gervais School District is an equal opportunity educator and employer. El Distrito Escolar de Gervais es una empresa educadora de oportunidad igual.

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REGULAR SESSION

The Gervais School District #1 School Board, Gervais, Oregon will convene in a Regular Session in the Gervais School District Conference Center on **Thursday, July 12, 2018, at 6:00 p.m.** The agenda for the Regular Session meeting includes, but is not limited to, the following business:

Consent:

Reports:

- **Student Council**
- **Administrators Reports**
- **Financial Report**
- **Superintendent Report**

Action Items:

8.1 Elect 2018-2019 Board Chair and Vice-Chair

8.2 Administrative Changes to Policies

IGBA: Students with Disabilities-Child Identification Procedure
IGBAG-AR: Special Education-Procedural Safeguards
IGBAH: Special Education-Evaluation Procedure
IGBAJ: Special Education – Free Appropriate Public Education (FAPE)
IGBAJ-AR: Special Education-Free Appropriate Public Education (FAPE)
GBC: Staff Ethics
GBC-AR: Staff Ethics
IGBHE: Expanded Options Program:
IGBHE-AR (1): Annual Expanded Options Program Notification
IKF: Graduation Requirements Version 2
JBA/GBN: Sexual Harassment
JEC/JECA: Admission of Resident Students
JHFE-AR (2): Abuse of a Child Investigations Conducted on District Premises
KI: Public Solicitation in District Facilities
KI/KJ-AR: Commercial Advertising

Discussion Items:

9.1 FCA Reports to GSD School Board

9.2 Board & Superintendent Goals

9.3 Policy Update

GERVAIS SCHOOL DISTRICT

Agenda of July 12, 2018 School Board Meeting
Gervais School District Conference Center

We, with the involvement of our culturally rich and dynamic community, will provide an educationally creative, enriching and safe learning environment, that will instill a desire to become a life-long learners, ready to enter the 21st century workforce and to be responsible citizens.

	ITEM	RESPONSIBILITY	TIME
1.0	**CALL TO ORDER**	Chairperson	6:00 p.m.
	1.1 Pledge of Allegiance		
2.0	**INTRODUCTIONS & ANNOUNCEMENTS**		6:05 p.m.
	2.1 Public Forum Sign-Up	Chairperson	
	2.2 Visitor Guest Book	Chairperson	
	2.3 Announcements	M. Henry	
3.0	**APPROVAL OF MINUTES**	Chairperson	6:20 p.m.
	3.1 Regular & Executive Session	June 21, 2018	
4.0	**PUBLIC FORUM**	Chairperson	6:25 p.m.
	7.1 Public Participation in Board Meetings (Gervais School District Policy BDDH-AR) *Statements by members of the public should be brief and concise. The chairperson may, at his/her discretion, establish a time limit on discussion or oral presentation by a visitor on any topic. Speakers may offer objective criticism of school operations and programs, but the Board will not hear complaints concerning individual school personnel. The Chairperson will direct complaints to the appropriate means for Board consideration and disposition of legitimate complaints involving individuals. At this time, members of the public are invited to present concerns to the Board.*		
5.0	**REPORTS**		
	5.1 Student Council Report	Student Council Representative	6:50 p.m.
	5.2 Administrator Reports	Administrators	7:00 p.m.
	5.3 Financial Report	M. Wolfer	7:10 p.m.
	5.4 Superintendent Report	M. Henry	7:20 p.m.
6.0	**BOARD FOCUS/MEMBER TOPICS**	Chairperson	
7.0	**CONSENT ITEMS**	Chairperson	7:25 p.m.
	7.1 New Hire/Temporary/Extra Duty		
	7.2 Contract Change/Recall/Renewal		
	7.3 Reduction in Force/Resignation/Termination		
	7.4 2018-2019 Organization & Procedural Appointments		
	7.5 2018-2019 School Board Meeting Schedule		
	7.6 2018-2019 Per Diem Rate		
	7.7 2018-2019 School Board Meeting Guidelines		
	7.8 2018-2019 Milk Products RFP Awards		
	7.9 Food Products and Non-Food Supplies Requirements Award		

ITEM	RESPONSIBILITY	TIME

8.0 ACTION ITEMS — Chairperson — 7:40 p.m.

8.1 Elect 2018-2019 Board Chair and Vice-Chair

8.2 Administrative Changes to Policies

IGBA: Students with Disabilities-Child Identification Procedure
IGBAG-AR: Special Education-Procedural Safeguards
IGBAH: Special Education-Evaluation Procedure
IGBAJ: Special Education – Free Appropriate Public Education (FAPE)
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IGBHE-AR (1): Annual Expanded Options Program Notification
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JBA/GBN: Sexual Harassment
JEC/JECA: Admission of Resident Students
JHFE-AR (2): Abuse of a Child Investigations Conducted on District Premises
KI: Public Solicitation in District Facilities
KI/KJ-AR: Commercial Advertising

9.0 DISCUSSION ITEMS — M. Henry — 7:50 p.m.

9.1 FCA Reports to GSD School Board

9.2 Board & Superintendent Goals

9.3 Policy Update

10.0 FUTURE AGENDA ITEMS

10.1 Consent Items:

- 2018-2019 Organization & Procedural Appointments (July 20
- 2018-2019 School Board Meeting Schedule (July 2018)
- 2018-2019 Per Diem Rate (July 2018)
- 2018-2019 Board Guidelines (July 2018)
- 2018-2019 Milk Products RFP Awards (July 2018)
- 2018-2019 Food Products and Non-Food Supplies Requireme Award (July 2018)
- Graduation Date (September 2018)
- Budget Calendar (October 2018)
- Process & Procedural Manuals (November 2018)
- WESD Resolution Services (January 2018)
- Renew Probationary Employee Contract (February 20
- Contract Employee Extensions (February 2019)

10.2 Reports:

- GSD Profile Annual Report (September 2018)
- Safety Committee Reports (October 2018, April, &June 2019)
- Risk Management Quarterly Review (May 2018 & November 2018)
- Audit Report (February 2019)
- Recommendations for Program Change (March 2019)
- Textbook Committee Recommendations (April 2019) E-Rate (April 2019)
- Counseling Report (May 2019)
- SAT Information/Alumni Survey Update (June 2019)

10.3 Board Focus/Member Topics:

10.4 Action Items:

- Elect 2018-2019 Board Chair and Vice-Chair (July 2018)
- Division 22 Standards for K-12 Education with the OARs (December 2018)
- Audit Approval (February 2019)
- Establish a Number for Interdistrict Transfers (February 2019)
- GASB Fund Balances Resolution (May 2018)
- Textbook Adoption (June 2019)

10.5 Discussion Items:

- School Board & Superintendent Goals July 2018)
- School Board Approves District Goals (August 2018)
- Superintendent Reports District/Evaluation Goals (December 2017 & September 2018)
- Policy CCA-Organizational Chart (November 2018)
- School Board & Superintendent Agree on Evaluation Process (November 2018)
- Budget 101 (April 2019)

10.6 Other Items:

- Probationary Staff Review (Executive Sessions June 2018 & January 2019)
- Superintendent Evaluation Process-Board Only (Executive Session January 2019)
- Superintendent Evaluation (Executive Session February 2019)

11.0 ADJOURN Chairperson 8:00 p.m.

Gervais School District #1
School Board Regular & Executive Session Meeting Minutes
Thursday, June 21, 2018

REGULAR SESSION
Director Jirges called the School Board of Gervais School District #1, Marion County into a Regular Session on Thursday, June 21, 2018, at 6:00 p.m. in the Gervais School District Conference Center. Board members present included: Henry Bustamante, Jenny Jones, Michael Jirges, Lorraine Martin, and Debbie Sullivan. Others present included Matt Henry and Sandra Segura.

1.0 CALL TO ORDER

1.1 Pledge of Allegiance
Director Jirges called the School Board Meeting to order with the Pledge of Allegiance at 6:00 p.m.

1.2 2018/19 BUDGET HEARING
Modification to 2018-2019
Ms. Wolfer stated that this hearing provides an opportunity to make any changes to the approved 18/19 budget.. She said that after reviewing the budget carefully, she would like to propose to decrease the adopted budget amount by $100,000.00. She said although the district has met the required contingency percentage there is less carry over then she expected from 2017-2018.

She noted that she has two 2018-19 budget resolutions options to choose from later in the agenda under action items.

1.3 Discussion of 2018-2019
Director Jones asked to clarify if the $100,000.00 was set aside to pay for a position at the high school.

Ms. Wolfer said that there was a new option that was presented at the end of the first Budget Meeting that included two positions plus part of an FTE. The extra $100,000.00 that was approved at the second Budget Meeting did not have a designated place.

Director Jones asked if the funds were needed later if they would be available.

Ms. Wolfer said that they could be used and moved back to the operating budget by having the School Board pass a resolution.

There was further discussion about the need for the suggested change, the required 8% ending fund balance, and the availability of the funds.

Director Jirges closed the Budget Hearing and at 6:08 p.m. and resumed the Regular Session.

2.0 INTRODUCTIONS & ANNOUNCEMENTS

2.1 Public Forum Sign-Up
Director Jirges reminded everyone to sign in on the attendance sheet if they wished to speak during the public forum.

Public Forum Sign-Up included:
None.

2.2 Visitor Guest Book
Those present included:
Andrew Aman, Fenya Aman, Maria Caballero, Stacey Helm, Bob Martin, Cindy Smith, Ann O'Connell, Ken Stott, Rob Tavares, Helen Warberg, and Melissa Wolfer. (Not all participants signed-in)

<u>Announcements:</u>

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MIDCO Donation

Mr. Henry thanked MIDCO for their generous donation to the middle school building and elementary building.

Exceptional Employees Recognition

The following staff members were recognized for their exceptional work.
Fenya Aman, Barb Anderson, Kathy Batz, Hayden Chandler, Josh Crawford, Stacey Helm, Holly Hamlin, Kristi Hazelton, Matt Jones, Yolanda Ponce, Kate Rozo, Adelita Ruiz, Stephanie So, Rob Tavares, and Helen Warberg.

Mr. Henry praised all the district administrators for their leadership in the 17/18 school year. He singled out and recognized Ms. Ann O'Connell for her leadership skills under challenging circumstances.

Mr. Henry provided an update on classified negotiations, recognized retirees, and reported that there is still no news regarding the Century 21st grant.

3.0 APPROVAL OF MINUTES

There was a motion by Director Martin and seconded by Director Jones that the Gervais School District Board of Directors approve the Budget Meeting Minutes for May 3, 2018, and Regular Session Minutes for May 17, 2018. The motion passed 5-0.

4.0 Public Forum:

5.0 REPORTS

- **Student Council**
  None.

- **Administrators Reports**
  Gervais Middle School:
  Ms. O'Connell reported that they received Smarter Balance Assessment Consortium (SBAC) testing results quicker than previous years. She said that it's constructive to get results early enough to place students properly the following year. She noted that the data shows an impact if the student does not have the same teacher every year. She added that they see growth in some areas such as Science. She said that they have noticed since they implemented Positive Behavioral Intervention & Supports (PBIS) that there are fewer discipline referrals and it helps with the whole system.

  There was further discussion regarding how easy it is to sort the data in regards to testing.

  Additionally, Mrs. O'Connell mentioned that the new bleachers that were purchased with a grant were used during promotion.

  Gervais High School:
  Mr. Stott reported that at the high school level they looked at the Smarter Balanced Assessment Consortium (SBAC) data and found that they need to put more efforts in certain subject areas. He expressed that a lot of people rate a school by the SBAC testing results. He shared the number of college credit opportunities that were available to high school students at a minimal cost. He added that staff are also working very hard at getting the master schedule for the 18/19 school year done. He shared that were some difficulties with the student accounting system, but now things are working and they will have schedules done for students before they start school. He commended Ms. Becky Miller and Ms. Julie Powers for picking up some state reports this year aside from their regular duties.

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Mr. Martin reported that they have also been working very hard to have students on track to graduate. The goal this year was to have 90% percent of the freshmen on track to graduate, and they had 91%. He said that they are monitoring student credits closely. He also voiced concern with extended family vacations and the impact on student learning.

There was a brief discussion on how beneficial Advancement via Individual Determination (AVID) is for students. There is a concern in regards to the funding to continue this program. The grant is for three years and there is no follow up grants after that for training for teachers.

Mr. Stott said that another concern with continuing with AVID, is that it will be taught to all grade levels and due to the number of sections that will be offered, the school will need an equivalent of a full FTE.

Samuel Brown Academy:
Mr. Henry said that Ms. Valentine-Garcia could not be here and distributed a Strategic Plan for Samuel Brown Academy on her behalf. Mr. Henry pointed out that these are their goals for the next three to five years.

Financial Report:
Ms. Wolfer explained that after the budget was done last year there were unanticipated staffing changes that moved salary from instruction to support services. Due to this change and the increases to transportation she is asking to transfer appropriation levels in General Fund from instruction to support services to finish the year. She expressed that this has not happened very often, and that it's a sign of how tight budgets are.

Director Jones asked for a further explanation in regards to checks written to Netchemia, Commercial Dishwasher, Duck Deliver, Ednetic, Inc. and AXA Equitable Equi-Vest.

Ms. Wolfer replied as follows.

Netchemia- used to posting vacancies and process licensed evaluations.
Commercial Dishwasher-monthly maintenance contract for the commercial dishwashers and repairs.
Duck Delivery-company that provides produce to the school primarily funded from the farm to school grant.
Ednetic. Inc-voice over the IP system. She added that the district would look at other options when the contract is up due to decreasing federal subsidy through the e-rate program.
AXA Equitable Equi-Vest-403b retirement provider

Ms. Wolfer talked about the number of years that the district has had the same provider for student accident insurance. She added that one benefit of this insurance is that if we distribute their information to all the families they cover field trips for all students as well. She is open to researching other companies if the School Board wishes to explore further options.

Mr. Jirges asked when the budget cycle ends for this year.

Ms. Wolfer replied that the new budget for 18/19 needs to be adopted by June 30th of each year. She said that some of the things that impacted this year's budget were transportation and increased use of substitutes.

Safety Committee Report
Ms. Wolfer reported on student and staff incidents, and concerns about traffic around the fields going to the animal barn. Ms. Wolfer reported that the safety committee developed a protocol for virus outbreak and other items that have been discussed at the committee are hazardous items, playground safety, and having quarterly inspections

Wellness Committee Report

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. Ms. Wolfer said that Ms. Fitz-Henry and the safety committee will be writing a grant for the amount of $100,000.00 that focuses on the three areas. She said that this committee is very productive and invited a custodian or maintenance person to join.

Superintendent Report:

Maintenance/Custodial & Technology Report:

Mr. Henry reviewed the written Maintenance/Custodial report and discussed the animal barn, the safety issues with uneven ground in the fields and potential new equipment for eradicating the moles, field preparation, moving the eighth grade lockers, resurfacing the GHS gym floor and the new entry way at GES.

Ms. O'Connell said that she prefers that lockers stay in the same area but that they are protected from the weather.

Mr. Henry shared the first twelve pages of the district's profile and said that he would share the rest next month once all the district administrators are present and all the assessment data is received.

Director Jirges said that there were lots of information on this profile and asked if the School Board should be focusing closely in a certain area.

Mr. Henry replied that in some ways there had been a focus on trauma and now that a counselor will be brought back that will be a positive. He said that further student assessment is needed before the Board determines if the Strategic Plan needs to be modified.

There was further discussion in regards to priorities that are up for approval in July's legislative session.

Director Jirges said that mental health is increasingly noted and being focused on at the State level.

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6.0 BOARD FOCUS/MEMBER TOPICS

Director Jirges announced that the School Board received the Promise Scholarship and needs to schedule a date with OSBA for the first planning meeting. The School Board came up with possible meeting dates of August 16, 22, 23 at 5:00 p.m. The School Board members also agreed to change the July's Board meeting date from July 19th to July 12, 2018, at 6:00 p.m.

7.0 CONSENT ITEMS:

7.1 Approve

New Hire / Temporary:

Norma Guzman, Summer Food Service Cook (temporary)
Bernadette Hamberger, Summer Food Service Cook (temporary)
Lisa Ludwikoski, Elementary Teacher (new hire)
Bob Martin, GHS Assistant Principal (2018-2019) (temporary)
Vesena Masaligin, Elementary Instructional Assistant (new hire)
Erica Ramon, Summer Food Service Cook (temporary)
Michelle Zelenka, Librarian Assistant (new hire)

Extra Duty:

2018-2019
Sheena Bettis, High School Student Council Advisor
Andrew Aman, Track Coach (intermural), Volleyball (Intermural), GMS Testing Coordinator
Fenya Aman, Volleyball (Intermural)
Shanna Andrews, Special Education Stipend, GES 504 Facilitator
Tim Bowman, GHS Athletic Director, Extra Curricular Director

Madeline Bowman, GHS Softball Assistant Girls Coach, GHS Head Volleyball Coach, Basketball (Intermural Girls)
Kerry Broadhurst, GES Testing Coordinator, Computer Tech (7/2/18 – 8/23/18)
Steve Buchheit, Alarm Response
Kyle Buse, GHS Basketball Head Girls
Kristin Camat, GHS Soccer Assistant Coach .5, Special Education Stipend, GMS & GHS 504 Facilitator
Josh Crawford, GHS Football Head Coach, Track Head Coach
Steven Curtis, GHS Basketball Assistant Boys
Kevin Davidson, GHS Softball Head Girls
Megan Dilson, GHS FFA Advisor, GHS FFA Instructor
Ricardo Ferreira, GHS Football Assistant Coach
Patrick Fennimore, GHS Track Assistant Coach .5, GHS Testing Coordinator
Grant Funderberg, Special Education Stipend
Devin Ferguson, GMS Student Council Advisor
Juan (JJ) Flores, GHS Head Boys Soccer Coach
Heather Garrett, GMS Yearbook Advisor
Sofia Guzman, Computer Tech (7/2/18 – 8/23/18)
Deb Holum, Pageant Coordinator
Javier Huerta, Soccer (Intermural)
Gerardo Jimenez, GES Counselor/Child Development Spec
April Joy-Koer, GHS Sophomore Class Advisor
Margaret Krauss, Special Education Stipend
Celia Marquez, Computer Tech (7/2/18 – 7/31/18)
Angel Martinez, Basketball (Intermural Boys)
Becky Miller, GHS Senior Class Advisor
David Moreno, Alarm Response
Estela Moreno, GHS Freshman Class Advisor
Michael Mulkerin, GHS Soccer Head Girls Coach
Todd O'Connor, GHS Track Assistant Coach, Basketball (intermural girls), Basketball (Intermural Boys), Drivers Training
Sara Orschel, GHS Junior Class Advisor
Julie Powers, GHS Senior Class Advisor
Christina Romero, Computer Tech (7/2/18 – 7/31/18)
Adelita Ruiz, Aguilas de Oro Advisor
Benjamin Schultz, GHS Basketball Head Boys
Rudy Silva, Soccer (Intermural)
Amy Stott, GHS Basketball Assistant Girls
Robert Tavares, Track Coach (Intermural)
Laura Taylor, Tag Facilitator
Abel Valdez, GHS Wrestling Head Coach
Emily Wheeler, GHS Drama Advisor
Dawn Zielinski, TAG Facilitator

DRAFT

7.2 Approve

Contract Change / Renewal:

Melissa Ayala, from PK Lead 8 hours per day 194 days to PK Lead 8 hours per day 164 days
Patricia Camacho, Daycare Worker 8 hours per day 191 days to 7.5 hours per day 191 days
Yesenia Chavez, Preschool Assistant 8 hours per day 193 days to Daycare Worker 8 hours per day 164 days
Diana Kennedy, Daycare Worker 8 hours per day 191 days to 7.5 hours per day 191 days
Anastasia Londura, Preschool Assistant 8 hours per day 184 days to Daycare Worker 8 hours per day 164 days
Mariana Ruiz, Daycare Worker 8 hours per day 191 days to 7.5 hours per day 191 days

Sieweng Teo, Daycare Worker 8 hours per day 191 days to 7.5 hours per day 191 days

Recall:

No Recall

7.3 Approve

Resignation/Termination/Reduction in Force

Hayden Chandler, Elementary Teacher

Amy Frazier, Daycare Lead

Shannon McGregor, Daycare Worker

7.4 Approve

NSHSS STEAM Educator Grant

Gervais District #1 Board of Directors approves applying for the NSHSS STEAM Educator Grant for the amount of $1000 as shown on agenda item 06-18-7.4.1.

7.5 Approve

NEA Foundation Student Achievement Grant

Gervais District #1 Board of Directors approves applying for the NEA Foundation Student Achievement Grant for the amount of $2000 or $5000 as shown on agenda item 06-18-7.5.1.

7.6 Approve

Home Depot Community Action Grant

Gervais District #1 Board of Directors approves applying for the Home Depot Community Action Grant for the amount of $5000 as shown on agenda item 06-18-7.5.1.

DRAFT

7.7 Approve

Voya Foundation Grant

Gervais District #1 Board of Directors approves applying for the Voya Foundation Grant for the amount of $2500 as shown on agenda item 06-18-7.6.1.

7.8 Approve

RSS Architecture to Perform Service Work

Gervais District #1 Board of Directors approves RSS Architecture to perform service work in the 18/19 school year on elementary ADA project.

7.9 Approve

Budget Transfer

Gervais District#1 Board of Directors approves the Budget Transfer as shown in agenda item 06-18-7.9.

Fund

100

Increase Support Services (Function 2000)	$300,000.00
Decrease Instruction (Function 1000)	$(300,000.00)

7.10 Approve

Student Accident Insurance Renewal for 2018/2019 School Year

Gervais District #1 Board of Directors approves the renewal of Myers-Stevens & Toohey & Co., Inc 18/19 school year as shown on agenda item 06-18-7.9.

Discussion:
Director Jones asked how daycare service hours will be affected by the rifts and cutting the hours for the staff.

Director Martin asked if the parents were notified in regards to the changes.

Ms. Wolfer said that a reduction in the pre-kindergarten programs was discussed at the Budget Meeting. The change to the program is a reduction of hours, calendar days, and the reduction of the lead person. She said that she assumes that parents were notified, but does not know for sure. She is also aware that the daycare staff monitored drop off and pick-up times for students and determined that a half hour could be reduced from the day. The expectations in regards to fees will continue to be the same.

Director Jones asked about the process that is followed for hiring summer school staff.

Director Martin said that she thought summer school was not going to be offered.

Director Sullivan asked on the process that is followed if the students that are expected do not show up.

Ms. Wolfer said that the district posts the vacancy and staff submit a letter of interest. They are all current employees with the exception of one. She added that summer school is only open to migrant students and is coming out of migrant funds. Summer school will go for the whole month of July with some Friday's off. Families received a special invitation for their children to attend. She said that Sylvia Valentine-Garcia is in charge of summer school and could be able to answer further questions.

Director Jones asked to remove Bob Martin from the consent items for further discussion and place it under action items.

There was further discussion on the process that is followed for hiring for extra duty positions every year.

Motion:
There was a motion by Director Jones and seconded by Director Martin that the Gervais School District Board of Directors approve the revised consent items en masse as listed on Agenda Item 05-18-4.0 with the exception of moving high school Vice Principal contract approval under action items for further discussion. The motion passed 5-0.

DRAFT

8.0 ACTION ITEMS

8.1 High School Vice Principal Position

Director Jones stated that she is curious as to why the Vice Principal Position is temporary if it plays such a vital role for students.

Mr. Henry said that this agreement was a two-way negotiation and that it has morphed over the years into different roles. He said that before that position covered middle school and high school and at one point the Vice Principal had athletic director responsibilities. Another factor is the uncertainty of funding and decreasing enrollment. He stated that the Board can choose to make this position permanent, but to keep in mind that it will have some financial impact in other areas.

There was further discussion in regards to pursuing the vice principal position as a permanent position, adding more responsibilities to the position if made permanent, and how important a vice principal is as in the role of counseling students in the areas of attendance and discipline.

The Board members agreed to discuss this further in the near future, but for now approve it as a temporary position.

Motion:
There was a motion by Director Jirges and seconded by Director Bustamante to approved the High School Principal position as temporary for now and discussed the option of making a permanent position through executive session in the near future. Motion passed 5-0.

8.1 Adopt, Appropriate & Levy Taxes

Discussion:
There was a brief discussion on where the $100,000.00 will be placed. It was discussed at the last Budget Committee that the money was going to go to $50,000.00 to high school instruction and $50,000.00 to support services, but the more the district saves under the contingency account is the better because of unforeseen expenses such as PERS.

A couple of Board members were concerned that the high school may have already had plans to use this money.

Mr. Stott said that he did not budget to use that money.

Motion:
There was a motion by Director Bustamante and seconded by Director Martin for the Gervais School District Board of Directors to adopt the budget, make appropriations and Levy Ad Valorem Taxes and Categorization of Levy for 2018-19 in the total sum of $22,812,632.00 with a permanent tax rate of $4.6427 per $1000. Motion passed 5-0.

8.2 2018-2019 Confidential Employment Agreements

Discussion:
Director Jirges said that this agenda item will be discussed in executive session.

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8.3 Policy Second Reading

JHCA/JHCB: Immunization, Physical Examination, Vision Screening/Eye Examination and Dental Screening

Motion:
There was a motion by Director Jones and seconded by Director Bustamante for the Gervais School District Board of Directors to approve policy JHCA/JHCB, as shown on agenda item 06-18-8.3.1. Motion passed 5-0.

8.4 Frontier Charter School Budget for 2018-2019

Motion:
There was a motion by Director Martin and seconded by Director Jones that the Gervais School District Board of Directors approves the Frontier Charter School Budget for 2018-2019 as shown on agenda item 06-18-8.4.1. The motion passed 5-0.

8.5 Superintendent Contract

Discussion:
Director Jirges stated that Mr. Henry and he have been working together to finalize his contract. He announced that there will be no Superintendent Evaluation for the 2018-2019 school year.

Mr. Henry handed out to the School Board members an update on the items stated on the expectations sheet for the month of June from his contract. He also encouraged the School Board members to reach out to parents in regards to the Early Childhood Committee sooner rather than later.

Motion:

There was a motion by Director Bustamante and seconded by Director Martin that the Gervais School District Board of Directors approves the Superintendent Contract as shown on agenda item 06-18-8.5.1. The motion passed 5-0.

10.0 FUTURE AGENDA ITEMS

10.1 Consent Item:

- 2018-2019 Substitute Teacher Pay Rate (August 2018)
- 2018-2019 Driver's Education Tuition (August 2018)
- Graduation Date (September 2018)
- Budget Calendar (October 2018)
- Process & Procedural Manuals November 2018)
- WESD Resolution Services (January 2019)
- Renew Probationary Employee Contract (February 2019)
- Contract Employee Extensions (February 2019)
- 2019-2020 Organization & Procedural Appointments (July 2019)
- 2019-2020 School Board Meeting Schedule (July 2019)
- 2019-2020 Per Diem Rate (July 2018)
- 2019-2020 Board Guidelines (July 2018)
- 2019-2010 Milk Products RFP Awards (July 2019)
- 2019-2020 Food Products and Non-Food Supplies Requirement Award (July 2019)

10.2 Report:

- GSD Profile Annual Report (September 2018)
- Risk Management Quarterly Review (November 2018 & June 2018)
- Safety Committee Reports (January, April and June 2019)
- Audit Report (February 2019)
- Recommendation for Program Change (April 2019)
- E-Rate (April 2019)
- Textbook Committee Recommendations (April 2019)
- Counseling Report (May 2019)
- SAT Information/Alumni Survey Update (June 2019)

10.3 Board Focus/Member Topics:

10.4 Action Items:

- Division 22 Standards for K-12 Education with the OARs (December 2018)
- Audit Approval (February 2019)
- Establish a Number of Interdistrict Transfers (February 2019)
- GASB Fund Balances Resolution (May 2019)
- Textbook Adoption (June 2019)
- Elect 2018-2019 Board Chair and Vice-Chair (July 2018)

10.5 Discussion:

- School Board Approves District Goals (August 2018
- Policy CCA-Organizational Chart (November 2018)
- Budget 101 (April 2019)
- School Board & Superintendent Agree on Evaluation Process (November 2019)
- School Board & Superintendent Goals July 2019)

10.6 Other:

- Probationary Staff Review (Executive Sessions January (2019) & June 2019)
- Superintendent Evaluation (Executive Session February 2019)
- Superintendent Evaluation Process-Board Only (Executive Session January 2020)

DRAFT

EXECUTIVE SESSION

Director Jirges recessed the Regular Session at 9:08 p.m. and called the School Board of Gervais School District #1, Marion County into an Executive Session, under ORS 192.660 (2) (d) "Labor Negotiator Consultation" on Thursday June 21, 2018 at 9:30 p.m. in the Gervais School District Conference Center. Board members present included: Henry Bustamante, Mike Jirges, Jenny Jones, and Lorraine Martin, and Director Sullivan. Others present included Matt Henry and Melissa Wolfer.

ITEMS DISCUSSED:

- The school board members discussed negotiations with the confidential staff including duties and comparable wages.

Motion:

After adjourning the executive session and reconvening the regular session, Director Jirges moved and Director Bustamante seconded that the Gervais School District Board of Directors approve a one-time 4% hourly wage increase to the confidential group as compensation for their bilingual skills. Motion passed 3-2 (Director Jones & Director Sullivan voted no).

It was discussed that this increase is in addition to the 4% approved in May and is close to the difference in the classified wage scale for the same skill.

11.0 ADJOURN

11.1 Adjourn Executive Session

Director Jirges adjourned the Executive Session at 10:04 p.m.

11.2 Adjourn Regular Session

Director Jirges reconvened the Regular session and then adjourned at 10:10 p.m.

APPROVED

_____ _____

Board Chairperson Board Secretary

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Monthly Administrator Report to Board

GHS **July 2018**

I. "Expected" Enrollment for 2018-19

9th = 74 10th = 89 11th = 61 12th = 69 TOTAL = 293 (as of 7/5/18; +16 from June*)

*The incoming freshman class is larger than the outgoing senior class

II. Discipline - # of Student Behavioral Referrals

	2016-17	2017-18	Difference
TOTALS	185	57	**- 128**

III. Attendance

YTD Ave = 93.27

IV. Academic Highlights and Actions Supporting School Improvement & Student Learning:

- Graduation rate for 2017-18 is expected to be near 91%.
- Our accreditation visitation is scheduled for April 10th and 11th. We will be getting ready for this visitation all year.
- In August we expect staff to work on crafting a vision statement, begin updating our school improvement plan and anticipate requirements for our accreditation visitation.

V. Staff and Student Recognition, Honors and Upcoming Events:

- Sports night will be on August 9th. Students will be able to receive a sports physical for only $10!
- Fall sports begin on August 13th.

VI. Career Related Learning/CTE Strand Development (REPEAT)

- Our High School Success 3 Year Plan has been approved. This will provide approx. $178,000 for our five (5) CTE programs for 2018-19.
- Next year all students will be completing their state required "Education Plan and Profile" during XCEL classes using our CIS software. There is much great career information that students will explore.

VII. Community Relations/Partnerships

- Our Mr. & Ms. Gervais pageant winners (Gabe and America) rode in the Gervais 4th of July parade.

VIII. Trainings/Workshops/Conferences

-

IX. Senior News

-

X. Leadership News

-

XI. AVID News

- Amber Enfield and Renee Ferguson will receive additional AVID training this summer.
- In the fall we will have three AVID cohorts (9th, 10th and 11th).

Gervais School Board Meeting
July 12-2018
Food Service Manager Report

Contact Information:
Email – melinda_fitz-henry@gervais.k12.or.us
Phone - 503.792.3803 ext. 5050

2017-18 Meals Served

In the 2017-18 school year, the food service department served 262,883 meals (excluding summer meals)

97,874 Breakfasts
146,233 Lunches
18,776 After-School At-Risk Suppers

These represent an increase of 12,396 breakfasts and 8,886 lunches over the 2016-17 school year.

Food Service Revenue For 2017-18

The Gervais Food Service Department received funds from several sources during the 2017-18 school year.

$589,086.19 - reimbursement for breakfast and lunch meals

$50,505.38 - reimbursement for After-School At-Risk Suppers

$29,885.61 - reimbursement for the Fresh Fruit and Vegetable Program for the elementary and middle school.

5,541.46 – reimbursement from the Farm to School Grant. This is the first half of the two year grant for purchasing Oregon grown or processed products.

$4,580.00 – Partners for a Hungry Free Oregon for staffing costs for the summer program.

We also received a grant of $4,655 for the summer meal program.

District Transfer of General Funds to Food Service

For the 2017-18 school year, the Gervais Food Service Department claimed 25,229 meals that were reimbursed by the federal government at $0.33 cents. The School Board approved compensating the Food Service Department an additional $1.10 per paid meal to supplement the program and keep meal prices at a reasonable rate for families. The total reimbursement for the 17-18 school year is $27,751.90. However, as discussed, the Gervais Food Service Department will decline the 2017-18 reimbursement in order to support the general fund. Additionally, the department will also decline the 2018-19 reimbursement.

Although the Food Service fund has not needed general fund support for three years, it would like to reserve the option of general fund reimbursement as previously agreed, depending on the outcome of the Community Eligibility Provision for the 2019-20 school year.

Gervais School Board Meeting
July 12, 2018
Business Manager Report

Contact Information:
Email - melissa_wolfer@gervais.k12.or.us
Phone - 503.792.3803 ext. 5020

Quarterly Risk Management Meeting on June 6, 2018

Director Bustamante met with the district's insurance agents, Matt Henry, Eloisa Colon and myself to discuss areas of risk management. A summary of the minutes from Eloisa Colon for this meeting are below.

Melissa provided a handout representing several months of financial and risk management information. She discussed the following from the handouts.

- Bank account balances
- Year to date appropriation levels and status
- Credit card process and policies
- Use of cash boxes and protocol
- Fundraising activities that contradict the wellness policy
- Hiring processes
- Staff reimbursement

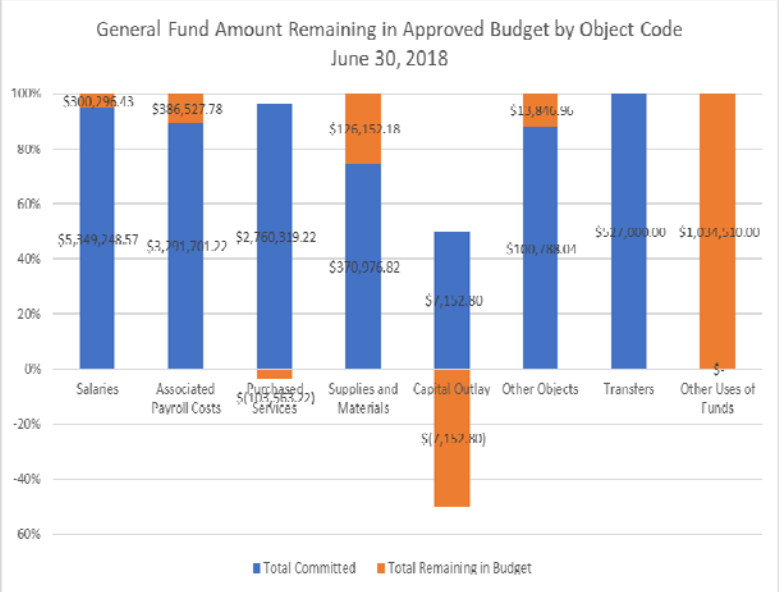
Nate Cortez, Insurance agent from WHA asked if the district had upgraded policies and job descriptions to follow the Oregon Equal Pay Law.

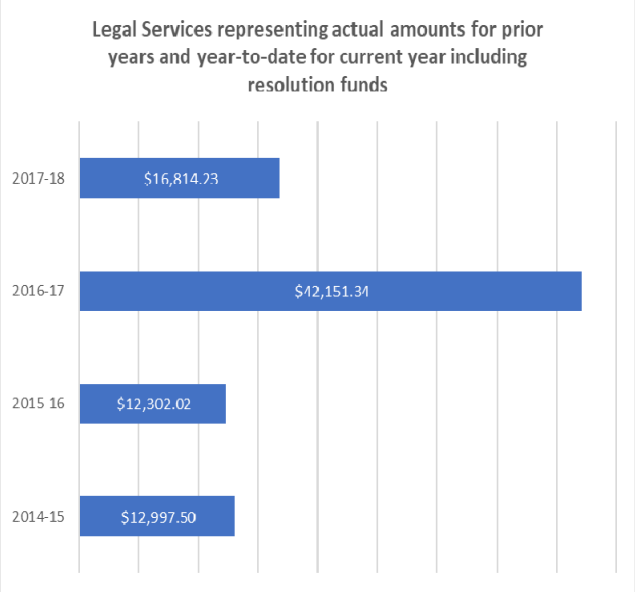
Melissa responded that negotiated contracts prevent salary discrimination for any protected class, however, Sandra is working on comparing job descriptions to make sure classifications as distinct.

Other items discussed included:

- Review and monitoring essential oversight of the charter school. District and charter representatives will meet regularly on this oversight. In addition, the district has hired an outside consultant to audit the contractual obligations of the charter to make sure they are in compliance.
- Discussed the need for insurance policies that are designed for education. Melissa will send a copy of the current policies to WHA for a quote.
- Melissa has consulted and assisted with the setup of the charter school's chart of accounts.
- Review of staff incidents. Jennifer King from WHA emphasized the importance of safety training and provided preventative options for the district.
- Staff process to ensure student safety.

Status of General Fund Budget / Legal Services





Gervais School District #1

Copy of -Budget Summary - All Funds For the Period 07/01/2017 through 06/30/2018

Fiscal Year: 2017-2018

☐ Include Pre Encumbrance

	Budget	Range To Date	Year To Date	Balance	Encumbrance	Budget Balance	
INCOME							
-							
Local Sources (+)	$3,506,114.00	$3,671,706.37	$3,671,706.37	($165,592.37)	$0.00	($165,592.37)	-4.7%
State Sources (+)	$9,983,663.00	$10,093,999.95	$10,093,999.95	($110,336.95)	$0.00	($110,336.95)	-1.1%
Federal Sources (+)	$1,605,300.00	$1,263,096.24	$1,263,096.24	$342,203.76	$0.00	$342,203.76	21.3%
Transfers (+)	$527,000.00	$527,000.00	$527,000.00	$0.00	$0.00	$0.00	0.0%
Other (+)	$4,712,993.00	$681,825.24	$5,702,973.78	($989,980.78)	$0.00	($989,980.78)	-21.0%
Sub-total : -	$20,335,070.00	$16,237,627.80	$21,258,776.34	($923,706.34)	$0.00	($923,706.34)	4.5%
Total : INCOME	$20,335,070.00	$16,237,627.80	$21,258,776.34	($923,706.34)	$0.00	($923,706.34)	4.5%
EXPENSES							
-							
Instruction (-)	$8,954,049.00	$8,055,485.39	$8,055,485.39	$898,563.61	$36,359.81	$862,203.80	9.6%
Support Services (-)	$6,954,011.00	$5,192,540.50	$5,192,540.50	$1,761,470.50	$107,158.97	$1,654,311.53	23.8%
Enterprise & Community (-)	$887,964.00	$807,152.70	$807,152.70	$80,811.30	$7,286.03	$73,525.27	8.3%
Facitilities Acquisition (-)	$775,000.00	$32,637.60	$32,637.60	$742,362.40	$0.00	$742,362.40	95.8%
Transfers (-)	$527,000.00	$527,000.00	$527,000.00	$0.00	$0.00	$0.00	0.0%
Debt Service (-)	$1,202,536.00	$1,189,645.86	$1,189,645.86	$12,890.14	$0.00	$12,890.14	1.1%
Contingency (-)	$1,034,510.00	$0.00	$0.00	$1,034,510.00	$0.00	$1,034,510.00	100.0%
Sub-total : -	($20,335,070.00)	($15,804,462.05)	($15,804,462.05)	($4,530,607.95)	($150,804.81)	($4,379,803.14)	21.5%
Total : EXPENSES	($20,335,070.00)	($15,804,462.05)	($15,804,462.05)	($4,530,607.95)	($150,804.81)	($4,379,803.14)	21.5%
NET ADDITION/(DEFICIT)	$0.00	$433,165.75	$5,454,314.29	($5,454,314.29)	($150,804.81)	($5,303,509.48)	0.0%

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End of Report

Gervais School District #1

Board Revenue - All Funds

From Date: 6/1/2018 To Date: 6/30/2018

Fiscal Year: 2017-2018

☐ Subtotal by Collapse Mask ☐ Include pre encumbrance ☐ Print accounts with zero balance ☐ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
100.0000.0000.000.000.000	SUMMARY	($14,127,804.00)	($49,715.79)	($14,899,932.61)	$772,128.61	$0.00	$772,128.61	-5.47%
100.0000.0000.100.000.000	SUMMARY	$0.00	($3,027.75)	($20,988.14)	$20,988.14	$0.00	$20,988.14	0.00%
100.0000.0000.150.000.000	SUMMARY	($30,000.00)	($9,416.48)	($83,894.74)	$53,894.74	$0.00	$53,894.74	-179.65%
100.0000.0000.400.000.000	SUMMARY	$0.00	$0.00	($25.00)	$25.00	$0.00	$25.00	0.00%
201.0000.0000.000.000.000	SUMMARY	($15,125.00)	$0.00	$0.00	($15,125.00)	$0.00	($15,125.00)	100.00%
202.0000.0000.000.000.000	SUMMARY	($102,000.00)	$0.00	($101,849.94)	($150.06)	$0.00	($150.06)	0.15%
204.0000.0000.400.000.000	SUMMARY	($175,000.00)	($18,214.04)	($139,017.76)	($35,982.24)	$0.00	($35,982.24)	20.56%
208.0000.0000.150.000.000	SUMMARY	($38,365.00)	($5,262.98)	($6,314.23)	($32,050.77)	$0.00	($32,050.77)	83.54%
211.0000.0000.000.000.000	SUMMARY	($509,217.00)	($50,637.15)	($256,092.95)	($253,124.05)	$0.00	($253,124.05)	49.71%
211.0000.0000.100.000.000	SUMMARY	$0.00	$0.00	($2,749.78)	$2,749.78	$0.00	$2,749.78	0.00%
211.0000.0000.800.000.000	SUMMARY	($20,000.00)	$0.00	($14,839.03)	($5,160.97)	$0.00	($5,160.97)	25.80%
212.0000.0000.000.000.000	SUMMARY	($65,018.00)	$0.00	($13,578.32)	($51,439.68)	$0.00	($51,439.68)	79.12%
216.0000.0000.000.000.000	SUMMARY	$0.00	$0.00	($0.01)	$0.01	$0.00	$0.01	0.00%
216.0000.0000.400.000.000	SUMMARY	($5,600.00)	($1,076.44)	($5,559.00)	($41.00)	$0.00	($41.00)	0.73%
218.0000.0000.000.000.000	SUMMARY	($257,290.00)	($43,556.96)	($160,587.66)	($96,702.34)	$0.00	($96,702.34)	37.58%
219.0000.0000.000.000.000	SUMMARY	($60,039.00)	($15,000.00)	($55,000.00)	($5,039.00)	$0.00	($5,039.00)	8.39%
232.0000.0000.000.000.000	SUMMARY	($7,350.00)	$0.00	($3,711.08)	($3,638.92)	$0.00	($3,638.92)	49.51%
232.0000.0000.100.000.000	SUMMARY	$0.00	($1,000.00)	($8,425.89)	$8,425.89	$0.00	$8,425.89	0.00%
232.0000.0000.300.000.000	SUMMARY	($5,000.00)	$0.00	($6,100.00)	$1,100.00	$0.00	$1,100.00	-22.00%
232.0000.0000.400.000.000	SUMMARY	($45,491.00)	$0.00	($10,130.15)	($35,360.85)	$0.00	($35,360.85)	77.73%
232.0000.0000.800.000.000	SUMMARY	($4,000.00)	$0.00	($300.00)	($3,700.00)	$0.00	($3,700.00)	92.50%
233.0000.0000.000.000.000	SUMMARY	($52,206.00)	($4,815.92)	($36,283.06)	($15,922.94)	$0.00	($15,922.94)	30.50%
240.0000.0000.000.000.000	SUMMARY	($187,250.00)	($3,002.14)	($163,233.17)	($24,016.83)	$0.00	($24,016.83)	12.83%
241.0000.0000.000.000.000	SUMMARY	($30,000.00)	$0.00	($19,980.87)	($10,019.13)	$0.00	($10,019.13)	33.40%
242.0000.0000.000.000.000	SUMMARY	($210,000.00)	($1,459.42)	($217,517.32)	$7,517.32	$0.00	$7,517.32	-3.58%
243.0000.0000.000.000.000	SUMMARY	($1,730,000.00)	$0.00	($1,971,657.54)	$241,657.54	$0.00	$241,657.54	-13.97%
250.0000.0000.000.000.000	SUMMARY	($817,539.00)	($139,444.13)	($891,885.76)	$74,346.76	$0.00	$74,346.76	-9.09%
250.0000.0000.100.000.000	SUMMARY	($25,000.00)	($2,861.15)	($22,063.07)	($2,936.93)	$0.00	($2,936.93)	11.75%
250.0000.0000.300.000.000	SUMMARY	($10,000.00)	($1,737.04)	($8,768.91)	($1,231.09)	$0.00	($1,231.09)	12.31%
261.0000.0000.000.000.000	SUMMARY	($35,000.00)	$0.00	($33,226.70)	($1,773.30)	$0.00	($1,773.30)	5.07%
261.0000.0000.400.000.000	SUMMARY	($188,900.00)	($190.00)	($188,742.80)	($157.20)	$0.00	($157.20)	0.08%
262.0000.0000.000.000.000	SUMMARY	($14,330.00)	$0.00	($8,985.58)	($5,344.42)	$0.00	($5,344.42)	37.30%
262.0000.0000.300.000.000	SUMMARY	($42,000.00)	$0.00	($42,000.00)	$0.00	$0.00	$0.00	0.00%
270.0000.0000.100.000.000	SUMMARY	($500.00)	($175.93)	($604.88)	$104.88	$0.00	$104.88	-20.98%
270.0000.0000.300.000.000	SUMMARY	($7,500.00)	($1,011.00)	($3,217.40)	($4,282.60)	$0.00	($4,282.60)	57.10%
275.0000.0000.400.000.000	SUMMARY	($18,160.00)	($2,121.00)	($18,210.05)	$50.05	$0.00	$50.05	-0.28%
279.0000.0000.000.000.000	SUMMARY	($1,050.00)	$0.00	($641.37)	($408.63)	$0.00	($408.63)	38.92%
279.0000.0000.100.000.000	SUMMARY	($42,825.00)	($183.15)	($48,690.05)	$5,865.05	$0.00	$5,865.05	-13.70%
279.0000.0000.300.000.000	SUMMARY	($24,125.00)	($1,854.54)	($25,418.91)	$1,293.91	$0.00	$1,293.91	-5.36%
280.0000.0000.400.000.000	SUMMARY	($131,600.00)	($3,062.44)	($97,938.91)	($33,661.09)	$0.00	($33,661.09)	25.58%
280.0000.0000.800.000.000	SUMMARY	($400.00)	$0.00	($399.75)	($0.25)	$0.00	($0.25)	0.06%
295.0000.0000.000.000.000	SUMMARY	($28,850.00)	($4,085.84)	($13,491.21)	($15,358.79)	$0.00	($15,358.79)	53.24%
300.0000.0000.000.000.000	SUMMARY	($10,000.00)	$0.00	($4,273.85)	($5,726.15)	$0.00	($5,726.15)	57.26%
312.0000.0000.000.000.000	SUMMARY	($247,500.00)	$0.00	($247,604.91)	$104.91	$0.00	$104.91	-0.04%
313.0000.0000.000.000.000	SUMMARY	($918,536.00)	($172,948.39)	($1,368,286.89)	$449,750.89	$0.00	$449,750.89	-48.96%
400.0000.0000.000.000.000	SUMMARY	($90,000.00)	$0.00	($36,298.20)	($53,701.80)	$0.00	($53,701.80)	59.67%
720.0000.0000.000.000.000	SUMMARY	($4,500.00)	$0.00	($258.89)	($4,241.11)	$0.00	($4,241.11)	94.25%

DRAFT - NOT AUDITED

Gervais School District #1

Board Revenue - All Funds

From Date: 6/1/2018 To Date: 6/30/2018

Fiscal Year: 2017-2018

☐ Subtotal by Collapse Mask ☐ Include pre encumbrance ☐ Print accounts with zero balance ☐ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
	Grand Total:	($20,335,070.00)	($535,859.68)	($21,258,776.34)	$923,706.34	$0.00	$923,706.34	-4.54%

End of Report

DRAFT - NOT AUDITED

Gervais School District #1

Board Expense Report- All Funds

From Date: 6/1/2018 To Date: 6/30/2018

Fiscal Year: 2017-2018

☐ Subtotal by Collapse Mask ☐ Include pre encumbrance ☐ Print accounts with zero balance ☐ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
100.1000.0100.000.000.000	Salaries	$3,739,622.00	$845,421.26	$3,481,353.41	$258,268.59	$0.00	$258,268.59	6.91%
204.1000.0100.000.000.000	Salaries	$75,000.00	$12,516.66	$45,689.04	$29,310.96	$0.00	$29,310.96	39.08%
208.1000.0100.000.000.000	Salaries	$12,000.00	$0.00	$4,985.77	$7,014.23	$0.00	$7,014.23	58.45%
211.1000.0100.000.000.000	Salaries	$195,741.00	$34,239.94	$155,170.86	$40,570.14	$0.00	$40,570.14	20.73%
218.1000.0100.000.000.000	Salaries	$86,654.00	$20,044.61	$80,728.78	$5,925.22	$0.00	$5,925.22	6.84%
219.1000.0100.000.000.000	Salaries	$20,417.00	$1,073.31	$20,359.57	$57.43	$0.00	$57.43	0.28%
233.1000.0100.000.000.000	Salaries	$24,300.00	$0.00	$17,613.89	$6,686.11	$0.00	$6,686.11	27.51%
261.1000.0100.000.000.000	Salaries	$102,044.00	$7,777.16	$94,792.70	$7,251.30	$0.00	$7,251.30	7.11%
262.1000.0100.000.000.000	Salaries	$21,980.00	$398.00	$22,426.00	($446.00)	$0.00	($446.00)	-2.03%
295.1000.0100.000.000.000	Salaries	$2,795.00	$0.00	$0.00	$2,795.00	$0.00	$2,795.00	100.00%
100.2000.0100.000.000.000	Salaries	$1,909,923.00	$248,339.61	$1,867,895.16	$42,027.84	$0.00	$42,027.84	2.20%
201.2000.0100.000.000.000	Salaries	$9,000.00	$0.00	$0.00	$9,000.00	$0.00	$9,000.00	100.00%
204.2000.0100.000.000.000	Salaries	$15,000.00	$2,310.31	$9,241.23	$5,758.77	$0.00	$5,758.77	38.39%
208.2000.0100.000.000.000	Salaries	$12,000.00	$0.00	$0.00	$12,000.00	$0.00	$12,000.00	100.00%
211.2000.0100.000.000.000	Salaries	$61,165.00	$6,374.73	$33,192.67	$27,972.33	$0.00	$27,972.33	45.73%
212.2000.0100.000.000.000	Salaries	$8,145.00	$0.00	$518.24	$7,626.76	$0.00	$7,626.76	93.64%
218.2000.0100.000.000.000	Salaries	$1,178.00	$2,001.93	$9,281.08	($8,103.08)	$0.00	($8,103.08)	-687.87%
219.2000.0100.000.000.000	Salaries	$18,831.00	$3,223.68	$17,217.34	$1,613.66	$0.00	$1,613.66	8.57%
232.2000.0100.000.000.000	Salaries	$491.00	$0.00	$0.00	$491.00	$0.00	$491.00	100.00%
233.2000.0100.000.000.000	Salaries	$2,000.00	$0.00	$3,354.58	($1,354.58)	$0.00	($1,354.58)	-67.73%
211.3000.0100.000.000.000	Salaries	$2,000.00	$0.00	$626.22	$1,373.78	$0.00	$1,373.78	68.69%
250.3000.0100.000.000.000	Salaries	$210,180.00	$40,768.67	$205,732.65	$4,447.35	$0.00	$4,447.35	2.12%
	OBJECT: Salaries - 0100	$6,530,466.00	$1,224,489.87	$6,070,179.19	$460,286.81	$0.00	$460,286.81	7.05%
100.1000.0200.000.000.000	Associated Payroll Costs	$2,505,796.00	$531,866.27	$2,127,955.50	$377,840.50	$0.00	$377,840.50	15.08%
204.1000.0200.000.000.000	Associated Payroll Costs	$50,050.00	$6,790.69	$23,890.46	$26,159.54	$0.00	$26,159.54	52.27%
208.1000.0200.000.000.000	Associated Payroll Costs	$3,920.00	$0.00	$1,385.02	$2,534.98	$0.00	$2,534.98	64.67%
211.1000.0200.000.000.000	Associated Payroll Costs	$142,626.00	$27,242.71	$114,834.69	$27,791.31	$0.00	$27,791.31	19.49%
218.1000.0200.000.000.000	Associated Payroll Costs	$58,200.00	$12,867.97	$51,171.06	$7,028.94	$0.00	$7,028.94	12.08%
219.1000.0200.000.000.000	Associated Payroll Costs	$11,696.00	$1,016.48	$7,455.95	$4,240.05	$0.00	$4,240.05	36.25%
233.1000.0200.000.000.000	Associated Payroll Costs	$10,701.00	$0.00	$7,161.44	$3,539.56	$0.00	$3,539.56	33.08%
261.1000.0200.000.000.000	Associated Payroll Costs	$36,202.00	$2,791.15	$27,364.46	$8,837.54	$0.00	$8,837.54	24.41%
262.1000.0200.000.000.000	Associated Payroll Costs	$7,230.00	$115.23	$5,321.86	$1,908.14	$0.00	$1,908.14	26.39%
295.1000.0200.000.000.000	Associated Payroll Costs	$1,055.00	$0.00	$0.00	$1,055.00	$0.00	$1,055.00	100.00%
100.2000.0200.000.000.000	Associated Payroll Costs	$1,172,433.00	$168,457.29	$1,162,185.72	$10,247.28	$1,560.00	$8,687.28	0.74%
201.2000.0200.000.000.000	Associated Payroll Costs	$3,075.00	$0.00	$0.00	$3,075.00	$0.00	$3,075.00	100.00%
204.2000.0200.000.000.000	Associated Payroll Costs	$2,000.00	$1,646.99	$6,537.23	($4,537.23)	$0.00	($4,537.23)	-226.86%
208.2000.0200.000.000.000	Associated Payroll Costs	$3,945.00	$0.00	$4.79	$3,940.21	$0.00	$3,940.21	99.88%
211.2000.0200.000.000.000	Associated Payroll Costs	$31,652.00	$4,160.82	$20,097.05	$11,554.95	$0.00	$11,554.95	36.51%
212.2000.0200.000.000.000	Associated Payroll Costs	$640.00	$0.00	$144.03	$495.97	$0.00	$495.97	77.50%
218.2000.0200.000.000.000	Associated Payroll Costs	$180.00	$1,033.33	$4,463.83	($4,283.83)	$0.00	($4,283.83)	-2379.91%
219.2000.0200.000.000.000	Associated Payroll Costs	$9,095.00	$2,161.95	$9,805.10	($710.10)	$0.00	($710.10)	-7.81%
232.2000.0200.000.000.000	Associated Payroll Costs	$100.00	$0.00	$0.00	$100.00	$0.00	$100.00	100.00%
233.2000.0200.000.000.000	Associated Payroll Costs	$705.00	$0.00	$978.35	($273.35)	$0.00	($273.35)	-38.77%
250.2000.0200.000.000.000	Associated Payroll Costs	$500.00	$36.77	$188.47	$311.53	$0.00	$311.53	62.31%
211.3000.0200.000.000.000	Associated Payroll Costs	$735.00	$0.00	$181.58	$553.42	$0.00	$553.42	75.30%
250.3000.0200.000.000.000	Associated Payroll Costs	$178,900.00	$35,991.78	$161,351.24	$17,548.76	$0.00	$17,548.76	9.81%
	OBJECT: Associated Payroll Costs - 0200	$4,231,436.00	$796,179.43	$3,732,477.83	$498,958.17	$1,560.00	$497,398.17	11.75%
100.1000.0300.000.000.000	Purchased Services	$1,160,210.00	$27,924.18	$1,250,121.20	($89,911.20)	$29,319.50	($119,230.70)	-10.28%
204.1000.0300.000.000.000	Purchased Services	$0.00	$0.00	$540.00	($540.00)	$0.00	($540.00)	0.00%

DRAFT - NOT AUDITED

Gervais School District #1

Board Expense Report- All Funds

From Date: 6/1/2018 To Date: 6/30/2018

Fiscal Year: 2017-2018

☐ Subtotal by Collapse Mask ☐ Include pre encumbrance ☐ Print accounts with zero balance ☐ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
208.1000.0300.000.000.000	Purchased Services	$0.00	$2,100.00	$2,100.00	($2,100.00)	$500.00	($2,600.00)	0.00%
211.1000.0300.000.000.000	Purchased Services	$15,250.00	$0.00	$0.00	$15,250.00	$3,750.00	$11,500.00	75.41%
218.1000.0300.000.000.000	Purchased Services	$36,000.00	$36,470.76	$36,528.43	($528.43)	$1,200.00	($1,728.43)	-4.80%
261.1000.0300.000.000.000	Purchased Services	$33,000.00	$781.91	$20,957.69	$12,042.31	$92.50	$11,949.81	36.21%
262.1000.0300.000.000.000	Purchased Services	$3,500.00	$0.00	$3,847.98	($347.98)	$300.00	($647.98)	-18.51%
100.2000.0300.000.000.000	Purchased Services	$1,496,546.00	$220,517.94	$1,419,166.49	$77,379.51	$61,712.03	$15,667.48	1.05%
201.2000.0300.000.000.000	Purchased Services	$1,500.00	$0.00	$0.00	$1,500.00	$0.00	$1,500.00	100.00%
204.2000.0300.000.000.000	Purchased Services	$0.00	$420.00	$420.00	($420.00)	$0.00	($420.00)	0.00%
208.2000.0300.000.000.000	Purchased Services	$1,000.00	$0.00	$0.00	$1,000.00	$0.00	$1,000.00	100.00%
211.2000.0300.000.000.000	Purchased Services	$39,246.00	$0.00	$19,249.21	$19,996.79	$4,980.05	$15,016.74	38.26%
212.2000.0300.000.000.000	Purchased Services	$34,350.00	$963.10	$19,021.91	$15,328.09	$2,661.69	$12,666.40	36.87%
218.2000.0300.000.000.000	Purchased Services	$47,050.00	$5,091.87	$49,850.99	($2,800.99)	$0.00	($2,800.99)	-5.95%
219.2000.0300.000.000.000	Purchased Services	$0.00	($1,366.71)	$162.04	($162.04)	$0.00	($162.04)	0.00%
232.2000.0300.000.000.000	Purchased Services	$13,850.00	$1,631.88	$11,332.95	$2,517.05	$0.00	$2,517.05	18.17%
233.2000.0300.000.000.000	Purchased Services	$10,000.00	($58.05)	$5,552.44	$4,447.56	$300.00	$4,147.56	41.48%
240.2000.0300.000.000.000	Purchased Services	$40,000.00	$0.00	$0.00	$40,000.00	$0.00	$40,000.00	100.00%
241.2000.0300.000.000.000	Purchased Services	$30,000.00	$0.00	$0.00	$30,000.00	$0.00	$30,000.00	100.00%
243.2000.0300.000.000.000	Purchased Services	$45,000.00	$0.00	$44,008.08	$991.92	$0.00	$991.92	2.20%
261.2000.0300.000.000.000	Purchased Services	$17,079.00	($1,606.06)	$10,924.13	$6,154.87	$6,088.53	$66.34	0.39%
262.2000.0300.000.000.000	Purchased Services	$5,000.00	$0.00	$4,455.44	$544.56	$544.56	$0.00	0.00%
295.2000.0300.000.000.000	Purchased Services	$7,000.00	$3,450.00	$7,200.00	($200.00)	$0.00	($200.00)	-2.86%
400.2000.0300.000.000.000	Purchased Services	$0.00	$0.00	$14,943.15	($14,943.15)	$0.00	($14,943.15)	0.00%
211.3000.0300.000.000.000	Purchased Services	$3,000.00	$0.00	$0.00	$3,000.00	$0.00	$3,000.00	100.00%
250.3000.0300.000.000.000	Purchased Services	$29,950.00	$2,486.97	$19,048.91	$10,901.09	$4,079.40	$6,821.69	22.78%
720.3000.0300.000.000.000	Purchased Services	$1,000.00	$0.00	$0.00	$1,000.00	$0.00	$1,000.00	100.00%
	OBJECT: Purchased Services - 0300	$3,069,531.00	$298,807.79	$2,939,431.04	$130,099.96	$115,528.26	$14,571.70	0.47%
100.1000.0400.000.000.000	Supplies & Materials	$161,005.00	$13,629.21	$116,843.91	$44,161.09	$60.00	$44,101.09	27.39%
202.1000.0400.000.000.000	Supplies & Materials	$102,000.00	$0.00	$97,197.42	$4,802.58	$0.00	$4,802.58	4.71%
204.1000.0400.000.000.000	Supplies & Materials	$22,950.00	$275.00	$38,344.72	($15,394.72)	$0.00	($15,394.72)	-67.08%
208.1000.0400.000.000.000	Supplies & Materials	$4,500.00	$1,171.38	$1,278.25	$3,221.75	$0.00	$3,221.75	71.59%
211.1000.0400.000.000.000	Supplies & Materials	$5,400.00	$0.00	$538.21	$4,861.79	$0.00	$4,861.79	90.03%
216.1000.0400.000.000.000	Supplies & Materials	$5,600.00	($23.55)	$5,559.01	$40.99	$0.00	$40.99	0.73%
218.1000.0400.000.000.000	Supplies & Materials	$1,900.00	$0.00	$7,444.19	($5,544.19)	$0.00	($5,544.19)	-291.80%
232.1000.0400.000.000.000	Supplies & Materials	$10,300.00	$176.44	$5,983.05	$4,316.95	$0.00	$4,316.95	41.91%
233.1000.0400.000.000.000	Supplies & Materials	$4,500.00	$0.00	$1,622.36	$2,877.64	$0.00	$2,877.64	63.95%
261.1000.0400.000.000.000	Supplies & Materials	$18,275.00	$372.99	$16,144.33	$2,130.67	$1.00	$2,129.67	11.65%
262.1000.0400.000.000.000	Supplies & Materials	$16,120.00	$0.00	$2,143.26	$13,976.74	$0.00	$13,976.74	86.70%
270.1000.0400.000.000.000	Supplies & Materials	$8,000.00	$1,342.90	$2,686.90	$5,313.10	$0.00	$5,313.10	66.41%
275.1000.0400.000.000.000	Supplies & Materials	$17,810.00	$4,562.28	$11,141.16	$6,668.84	$75.00	$6,593.84	37.02%
279.1000.0400.000.000.000	Supplies & Materials	$68,000.00	$8,454.77	$46,696.61	$21,303.39	$652.72	$20,650.67	30.37%
280.1000.0400.000.000.000	Supplies & Materials	$132,000.00	$4,694.82	$53,724.17	$78,275.83	$409.09	$77,866.74	58.99%
295.1000.0400.000.000.000	Supplies & Materials	$2,000.00	$0.00	$0.00	$2,000.00	$0.00	$2,000.00	100.00%
100.2000.0400.000.000.000	Supplies & Materials	$329,034.00	$32,282.77	$233,838.62	$95,195.38	$20,153.20	$75,042.18	22.81%
201.2000.0400.000.000.000	Supplies & Materials	$1,550.00	$0.00	$0.00	$1,550.00	$0.00	$1,550.00	100.00%
208.2000.0400.000.000.000	Supplies & Materials	$1,000.00	($1,171.38)	$1,788.45	($788.45)	$0.00	($788.45)	-78.85%
211.2000.0400.000.000.000	Supplies & Materials	$902.00	$300.63	$1,486.11	($584.11)	$55.76	($639.87)	-70.94%
212.2000.0400.000.000.000	Supplies & Materials	$16,683.00	$0.00	$5,141.60	$11,541.40	$0.00	$11,541.40	69.18%
218.2000.0400.000.000.000	Supplies & Materials	$12,878.00	($132.90)	$1,454.52	$11,423.48	$0.00	$11,423.48	88.71%
232.2000.0400.000.000.000	Supplies & Materials	$15,000.00	$0.00	$8,519.72	$6,480.28	$20.19	$6,460.09	43.07%

DRAFT - NOT AUDITED

Gervais School District #1

Board Expense Report- All Funds

From Date: 6/1/2018 To Date: 6/30/2018

Fiscal Year: 2017-2018

☐ Subtotal by Collapse Mask ☐ Include pre encumbrance ☐ Print accounts with zero balance ☐ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
240.2000.0400.000.000.000	Supplies & Materials	$39,250.00	$0.00	$11,089.90	$28,160.10	$2,099.00	$26,061.10	66.40%
242.2000.0400.000.000.000	Supplies & Materials	$105,000.00	$0.00	$0.00	$105,000.00	$0.00	$105,000.00	100.00%
243.2000.0400.000.000.000	Supplies & Materials	$0.00	$0.00	$54,542.00	($54,542.00)	$0.00	($54,542.00)	0.00%
261.2000.0400.000.000.000	Supplies & Materials	$10,000.00	$50.26	$2,331.91	$7,668.09	$2,625.95	$5,042.14	50.42%
262.2000.0400.000.000.000	Supplies & Materials	$2,500.00	$38.57	$602.77	$1,897.23	$1,897.23	$0.00	0.00%
295.2000.0400.000.000.000	Supplies & Materials	$6,000.00	$0.00	$0.00	$6,000.00	$0.00	$6,000.00	100.00%
400.2000.0400.000.000.000	Supplies & Materials	$0.00	$0.00	$11,855.56	($11,855.56)	$945.78	($12,801.34)	0.00%
100.3000.0400.000.000.000	Supplies & Materials	$7,090.00	$0.00	$0.00	$7,090.00	$0.00	$7,090.00	100.00%
211.3000.0400.000.000.000	Supplies & Materials	$6,500.00	$0.00	$564.49	$5,935.51	$0.00	$5,935.51	91.32%
232.3000.0400.000.000.000	Supplies & Materials	$1,600.00	$0.00	$0.00	$1,600.00	$0.00	$1,600.00	100.00%
250.3000.0400.000.000.000	Supplies & Materials	$400,209.00	$106,717.36	$398,351.88	$1,857.12	$3,206.63	($1,349.51)	-0.34%
295.3000.0400.000.000.000	Supplies & Materials	$10,000.00	$184.84	$544.48	$9,455.52	$0.00	$9,455.52	94.56%
720.3000.0400.000.000.000	Supplies & Materials	$1,500.00	$0.00	$258.89	$1,241.11	$0.00	$1,241.11	82.74%
	OBJECT: Supplies & Materials - 0400	$1,547,056.00	$172,926.39	$1,139,718.45	$407,337.55	$32,201.55	$375,136.00	24.25%
204.1000.0500.000.000.000	Capital Outlay	$10,000.00	$0.00	$38,314.73	($28,314.73)	$0.00	($28,314.73)	-283.15%
100.2000.0500.000.000.000	Capital Outlay	$0.00	$0.00	$7,152.80	($7,152.80)	$0.00	($7,152.80)	0.00%
240.2000.0500.000.000.000	Capital Outlay	$6,500.00	$0.00	$0.00	$6,500.00	$0.00	$6,500.00	100.00%
242.2000.0500.000.000.000	Capital Outlay	$105,000.00	$0.00	$0.00	$105,000.00	$0.00	$105,000.00	100.00%
243.2000.0500.000.000.000	Capital Outlay	$985,000.00	$0.00	$0.00	$985,000.00	$0.00	$985,000.00	100.00%
400.2000.0500.000.000.000	Capital Outlay	$90,000.00	$0.00	$0.00	$90,000.00	$0.00	$90,000.00	100.00%
250.3000.0500.000.000.000	Capital Outlay	$30,000.00	$0.00	$19,300.36	$10,699.64	$0.00	$10,699.64	35.67%
240.4000.0500.000.000.000	Capital Outlay	$75,000.00	$0.00	$32,637.60	$42,362.40	$0.00	$42,362.40	56.48%
243.4000.0500.000.000.000	Capital Outlay	$700,000.00	$0.00	$0.00	$700,000.00	$0.00	$700,000.00	100.00%
	OBJECT: Capital Outlay - 0500	$2,001,500.00	$0.00	$97,405.49	$1,904,094.51	$0.00	$1,904,094.51	95.13%
100.1000.0600.000.000.000	Other	$50.00	$0.00	$438.00	($388.00)	$0.00	($388.00)	-776.00%
261.1000.0600.000.000.000	Other	$7,300.00	$0.00	$5,534.35	$1,765.65	$0.00	$1,765.65	24.19%
262.1000.0600.000.000.000	Other	$0.00	$0.00	$95.00	($95.00)	$0.00	($95.00)	0.00%
275.1000.0600.000.000.000	Other	$350.00	$0.00	$0.00	$350.00	$0.00	$350.00	100.00%
100.2000.0600.000.000.000	Other	$114,585.00	$0.25	$98,835.29	$15,749.71	$1,515.00	$14,234.71	12.42%
211.2000.0600.000.000.000	Other	$25,000.00	$0.00	$59.50	$24,940.50	$0.00	$24,940.50	99.76%
212.2000.0600.000.000.000	Other	$5,200.00	$0.00	$150.00	$5,050.00	$0.00	$5,050.00	97.12%
218.2000.0600.000.000.000	Other	$13,250.00	$0.00	$0.00	$13,250.00	$0.00	$13,250.00	100.00%
232.2000.0600.000.000.000	Other	$20,000.00	$0.00	$1,017.43	$18,982.57	$0.00	$18,982.57	94.91%
243.2000.0600.000.000.000	Other	$0.00	$0.00	$1,282.62	($1,282.62)	$0.00	($1,282.62)	0.00%
232.3000.0600.000.000.000	Other	$500.00	$0.00	$40.00	$460.00	$0.00	$460.00	92.00%
250.3000.0600.000.000.000	Other	$2,800.00	$0.00	$1,152.00	$1,648.00	$0.00	$1,648.00	58.86%
720.3000.0600.000.000.000	Other	$2,000.00	$0.00	$0.00	$2,000.00	$0.00	$2,000.00	100.00%
240.5000.0600.000.000.000	Other	$26,500.00	$0.00	$26,240.00	$260.00	$0.00	$260.00	0.98%
300.5000.0600.000.000.000	Other	$10,000.00	$0.00	$0.00	$10,000.00	$0.00	$10,000.00	100.00%
312.5000.0600.000.000.000	Other	$247,500.00	$0.00	$246,492.89	$1,007.11	$0.00	$1,007.11	0.41%
313.5000.0600.000.000.000	Other	$918,536.00	$773,504.65	$916,912.97	$1,623.03	$0.00	$1,623.03	0.18%
	OBJECT: Other - 0600	$1,393,571.00	$773,504.90	$1,298,250.05	$95,320.95	$1,515.00	$93,805.95	6.73%
100.5000.0700.000.000.000	Transfers	$527,000.00	$0.00	$527,000.00	$0.00	$0.00	$0.00	0.00%
	OBJECT: Transfers - 0700	$527,000.00	$0.00	$527,000.00	$0.00	$0.00	$0.00	0.00%
100.6000.0800.000.000.000	Other Uses of Funds	$1,034,510.00	$0.00	$0.00	$1,034,510.00	$0.00	$1,034,510.00	100.00%
	OBJECT: Other Uses of Funds - 0800	$1,034,510.00	$0.00	$0.00	$1,034,510.00	$0.00	$1,034,510.00	100.00%

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Gervais School District #1

Board Expense Report- All Funds

From Date: 6/1/2018 To Date: 6/30/2018

Fiscal Year: 2017-2018

☐ Subtotal by Collapse Mask ☐ Include pre encumbrance ☐ Print accounts with zero balance ☐ Filter Encumbrance Detail by Date Range

☐ Exclude Inactive Accounts with zero balance

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
	Grand Total:	$20,335,070.00	$3,265,908.38	$15,804,462.05	$4,530,607.95	$150,804.81	$4,379,803.14	21.54%

End of Report

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Gervais School District #1

Reprint Check Listing

Fiscal Year: 2017-2018

Criteria:

Bank Account: US Bank 153604172442 **From Date:** 06/10/2018 **To Date:** 06/30/2018

From Check: **To Check:** **From Clear Date:** **To Clear Date:**

From Voucher: **To Voucher:**

Types: ☑ Expense ☐ Manual ☐ Payroll ☑ Payroll Deductions ☐ Other Disbursements

*** Indicates gap in check sequence**

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
66733	06/15/2018	AMAN, FENYA	$339.00	1134	Printed	Expense	☐		
66734	06/15/2018	AMAZON FULFILLMENT SERVICES, INC	$257.46	1134	Printed	Expense	☐		
66735	06/15/2018	AMAZON FULFILLMENT SERVICES, INC	$73.08	1134	Printed	Expense	☐		
66736	06/15/2018	ANDREWS, SHANNA	$501.35	1134	Printed	Expense	☐		
66737	06/15/2018	BATZ, KATHLEEN J	$42.00	1134	Printed	Expense	☐		
66738	06/15/2018	BOWMAN, MADELINE L	$1,481.00	1134	Printed	Expense	☐		
66739	06/15/2018	BOXES TO BUSINESS	$275.00	1134	Printed	Expense	☐		
66740	06/15/2018	CHANDLER, HAYDEN MCLEAN	$27.00	1134	Printed	Expense	☐		
66741	06/15/2018	CITY OF GERVAIS	$1,410.04	1134	Printed	Expense	☐		
66742	06/15/2018	COMMERCIAL DISHWASHER	$220.55	1134	Printed	Expense	☐		
66743	06/15/2018	CRAWFORD, JOSHUA D	$585.00	1134	Printed	Expense	☐		
66744	06/15/2018	DEVINE-JENSON, PATRICIA	$100.85	1134	Printed	Expense	☐		
66745	06/15/2018	DUCK DELIVERY	$2,382.90	1134	Printed	Expense	☐		
66746	06/15/2018	EDGENUITY INC.	$11,995.00	1134	Printed	Expense	☐		
66747	06/15/2018	EDNETIC, INC	$4,115.20	1134	Printed	Expense	☐		
66748	06/15/2018	ENFIELD, AMBER M	$11.13	1134	Printed	Expense	☐		
66749	06/15/2018	GIESELMAN, KIMBERLY D	$55.05	1134	Printed	Expense	☐		
66750	06/15/2018	GREEN THUMB FLOWER BOX	$85.00	1134	Printed	Expense	☐		
66751	06/15/2018	GRESHAM-BARLOW SCHOOL DISTRICT	$50.00	1134	Printed	Expense	☐		
66752	06/15/2018	HILL, LUCAS	$21.74	1134	Printed	Expense	☐		
66753	06/15/2018	JA BIZTOWN	$1,404.00	1134	Printed	Expense	☐		
66754	06/15/2018	MARION CO ENVIRONMENTAL HEALTH	$3,913.00	1134	Printed	Expense	☐		

Gervais School District #1

Reprint Check Listing

Fiscal Year: 2017-2018

Criteria:

Bank Account: US Bank 153604172442 **From Date:** 06/10/2018 **To Date:** 06/30/2018

From Check: **To Check:** **From Clear Date:** **To Clear Date:**

From Voucher: **To Voucher:**

Types: ☑ Expense ☐ Manual ☐ Payroll ☑ Payroll Deductions ☐ Other Disbursements

*** Indicates gap in check sequence**

	Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
	66755	06/15/2018	MID COLUMBIA BUS CO INC	$123,350.97	1134	Printed	Expense	☐		
	66756	06/15/2018	OFFICE CRAFT	$228.32	1134	Printed	Expense	☐		
	66757	06/15/2018	OFFICE DEPOT	$314.90	1134	Printed	Expense	☐		
	66758	06/15/2018	OSAA	$20.00	1134	Printed	Expense	☐		
	66759	06/15/2018	PORTLAND STATE UNIVERSITY_08011	$1,000.00	1134	Printed	Expense	☐		
	66760	06/15/2018	PORTRAIT MASTERS STUDIO	$1,525.00	1134	Printed	Expense	☐		
	66761	06/15/2018	REPUBLIC SERVICES	$2,950.46	1134	Printed	Expense	☐		
	66762	06/15/2018	RUIZ, ADELITA M	$126.22	1134	Printed	Expense	☐		
	66763	06/15/2018	SALEM KEIZER COALITION FOR EQUALITY	$2,100.00	1134	Printed	Expense	☐		
	66764	06/15/2018	SCHOOL SPECIALTY	$176.44	1134	Printed	Expense	☐		
	66765	06/15/2018	SDE INC	$499.00	1134	Printed	Expense	☐		
*	66767	06/15/2018	STOTT, KENNETH	$208.95	1134	Printed	Expense	☐		
	66768	06/15/2018	SYSCO FOOD SERVICES	$7,829.49	1134	Printed	Expense	☐		
	66769	06/15/2018	US POSTAL SERVICE	$182.00	1134	Printed	Expense	☐		
	66770	06/15/2018	WALTER E. NELSON CO.	$468.80	1134	Printed	Expense	☐		
	66771	06/15/2018	WEIDEMANN, PAM	$62.80	1134	Printed	Expense	☐		
	66772	06/15/2018	WILLAMETTE ESD_02407	$43,120.17	1134	Printed	Expense	☐		
	66773	06/15/2018	WILLIAMS-JOHNSON, TONI	$70.90	1134	Printed	Expense	☐		
	66774	06/15/2018	WINDSOR ROCK PRODUCTS	$511.68	1134	Printed	Expense	☐		
	66775	06/15/2018	YES GRAPHICS PRINTING CO	$365.00	1134	Printed	Expense	☐		
	66776	06/25/2018	AFA-ANNUITY PREMIUM TRUST	$10,965.00	1138	Printed	Payroll Ded	☐		
	66777	06/25/2018	AFLAC	$646.28	1138	Printed	Payroll Ded	☐		

Gervais School District #1

Reprint Check Listing

Fiscal Year: 2017-2018

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From Voucher: **To Voucher:**

Types: ☑ Expense ☐ Manual ☐ Payroll ☑ Payroll Deductions ☐ Other Disbursements

*** Indicates gap in check sequence**

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
66778	06/25/2018	AMERICAN FIDELITY ASSURANCE CO	$11,630.73	1138	Printed	Payroll Ded	☐		
66779	06/25/2018	AMERICAN FIDELITY.	$3,494.91	1138	Printed	Payroll Ded	☐		
66780	06/25/2018	AMERICAN FIDELTIY ASSURANCE	$13,722.39	1138	Printed	Payroll Ded	☐		
66781	06/25/2018	ASPIRE	$975.00	1138	Printed	Payroll Ded	☐		
66782	06/25/2018	AXA EQUITABLE EQUI-VEST	$6,360.00	1138	Printed	Payroll Ded	☐		
66783	06/25/2018	FIDELITY INVESTMENTS	$6,000.00	1138	Printed	Payroll Ded	☐		
66784	06/25/2018	FORESTER FINANCIAL	$4,200.00	1138	Printed	Payroll Ded	☐		
66785	06/25/2018	LEGAL SHIELD	$665.60	1138	Printed	Payroll Ded	☐		
66786	06/25/2018	OREGON DEPARTMENT OF REVENUE	$378.32	1138	Printed	Payroll Ded	☐		
66787	06/25/2018	OREGON EDUCATION ASSOCIATION	$4,617.80	1138	Printed	Payroll Ded	☐		
66788	06/25/2018	OSEA	$5,864.88	1138	Printed	Payroll Ded	☐		
66789	06/25/2018	TEXAS LIFE INS CO	$2,973.75	1138	Printed	Payroll Ded	☐		
66790	06/25/2018	WESTERN SUN CAPITAL	$334.56	1138	Printed	Payroll Ded	☐		
66791	06/25/2018	WI SERVICES COMPANY	$75.00	1138	Printed	Payroll Ded	☐		
66792	06/22/2018	4H SOCCER	$100.00	1140	Printed	Expense	☐		
66793	06/22/2018	BLANCHARD, CHERYL M.	$109.57	1140	Printed	Expense	☐		
66794	06/22/2018	BOWMAN, MADELINE L	$375.00	1140	Printed	Expense	☐		
66795	06/22/2018	BRAD BIEBER/BALFOUR	$1,035.86	1140	Printed	Expense	☐		
66796	06/22/2018	BROADHURST, SARA L	$19.62	1140	Printed	Expense	☐		
66797	06/22/2018	CAPITAL TROPHY	$393.50	1140	Printed	Expense	☐		
66798	06/22/2018	CASCADE ATHLETICS	$117.17	1140	Printed	Expense	☐		
66799	06/22/2018	CLACKAMAS ESD	$34,970.76	1140	Printed	Expense	☐		

Gervais School District #1

Reprint Check Listing

Fiscal Year: 2017-2018

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From Voucher: **To Voucher:**

Types: ☑ Expense ☐ Manual ☐ Payroll ☑ Payroll Deductions ☐ Other Disbursements

*** Indicates gap in check sequence**

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
66800	06/22/2018	COLON, ELOISA	$22.89	1140	Printed	Expense	☐		
66801	06/22/2018	DEFFENBAUGH, GINA	$37.42	1140	Printed	Expense	☐		
66802	06/22/2018	HOCKMAN-CHUPP, CYNTHIA M.	$640.00	1140	Printed	Expense	☐		
66803	06/22/2018	JKW SCHOOL PSYCHOLOGICAL SERVICES	$4,415.25	1140	Printed	Expense	☐		
66804	06/22/2018	LOS ALACRANSITOS	$100.00	1140	Printed	Expense	☐		
66805	06/22/2018	MID COLUMBIA BUS CO INC	$46,442.05	1140	Printed	Expense	☐		
66806	06/22/2018	MILLER, CASSIE	$114.00	1140	Printed	Expense	☐		
66807	06/22/2018	N.M. STUDENT BUSINESSES	$64.00	1140	Printed	Expense	☐		
66808	06/22/2018	NAVARRETE TINAJERO, VIRIDIANA	$28.86	1140	Printed	Expense	☐		
66809	06/22/2018	NEOPOST USA. INC..	$889.13	1140	Printed	Expense	☐		
66810	06/22/2018	NORTHERN VALLEY VOLLEYBALL CLUB	$100.00	1140	Printed	Expense	☐		
66811	06/22/2018	O'CONNOR, TODD	$45.08	1140	Printed	Expense	☐		
66812	06/22/2018	OREGON FFA ASSOCIATION	$45.00	1140	Printed	Expense	☐		
66813	06/22/2018	OSBA	$350.00	1140	Printed	Expense	☐		
66814	06/22/2018	PACIFIC OFFICE AUTOMATION	$916.05	1140	Printed	Expense	☐		
66815	06/22/2018	PACIFIC OFFICE AUTOMATION LEASING	$1,300.00	1140	Printed	Expense	☐		
66816	06/22/2018	PORTLAND WHEELMEN TOURING CLUB	$100.00	1140	Printed	Expense	☐		
66817	06/22/2018	ROZO, KATIE JOY	$360.00	1140	Printed	Expense	☐		
66818	06/22/2018	RUIZ, ADELITA M	$31.35	1140	Printed	Expense	☐		
66819	06/22/2018	SCHOLASTIC BOOK FAIRS-13_10990	$1,884.89	1140	Printed	Expense	☐		
66820	06/22/2018	SKID INK	$140.00	1140	Printed	Expense	☐		

Gervais School District #1

Reprint Check Listing

Fiscal Year: 2017-2018

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*** Indicates gap in check sequence**

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
66821	06/22/2018	SO, STEPHANIE KAI-EN	$1,790.00	1140	Printed	Expense	☐		
66822	06/22/2018	TAYLOR PUBLISHING COMPANY	$2,777.52	1140	Printed	Expense	☐		
66823	06/22/2018	THURTON, LOIS	$420.00	1140	Printed	Expense	☐		
66824	06/22/2018	URIBE, JENNIFER	$27.11	1140	Printed	Expense	☐		
66825	06/22/2018	US POSTAL SERVICE	$102.00	1140	Printed	Expense	☐		
66826	06/22/2018	VANCOUVER USA ADVANCED PLACEMENT	$760.00	1140	Printed	Expense	☐		
66827	06/22/2018	VAZQUEZ, MAYRA Z	$100.00	1140	Printed	Expense	☐		
66828	06/22/2018	WALTER E. NELSON CO.	$1,221.36	1140	Printed	Expense	☐		
66829	06/22/2018	WARBERG, HELEN	$14.00	1140	Printed	Expense	☐		
66830	06/22/2018	WILLIAMSON, DAWN J.	$200.00	1140	Printed	Expense	☐		
66831	06/27/2018	CHEMEKETA COMMUNITY COLLEGE_02551	$2,833.00	1141	Printed	Expense	☐		
66832	06/27/2018	CHEVRON/TEXACO CARD SERVICES	$367.64	1141	Printed	Expense	☐		
66833	06/27/2018	COMMUNITY NEWSPAPERS	$275.00	1141	Printed	Expense	☐		
66834	06/27/2018	DEVINE-JENSON, PATRICIA	$184.95	1141	Printed	Expense	☐		
66835	06/27/2018	GREAT AMERICA FINANCIAL SERVICES	$129.00	1141	Printed	Expense	☐		
66836	06/27/2018	KING FRESH PRODUCE	$304.00	1141	Printed	Expense	☐		
66837	06/27/2018	LES AND BOBS SPORTS APPAREL, INC	$49.30	1141	Printed	Expense	☐		
66838	06/27/2018	PACIFIC OFFICE AUTOMATION	$368.47	1141	Printed	Expense	☐		
66839	06/27/2018	PGE_01831	$8,724.41	1141	Printed	Expense	☐		
66840	06/27/2018	US BANK	$11,603.25	1141	Printed	Expense	☐		
66841	06/27/2018	WILLAMETTE WATER TECHNOLOGY	$20.00	1141	Printed	Expense	☐		

Gervais School District #1

Reprint Check Listing

Fiscal Year: 2017-2018

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*** Indicates gap in check sequence**

	Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
	66842	06/27/2018	ZIELINSKI, DAWN M	$115.96	1141	Printed	Expense	☐		
*	66844	06/29/2018	AUS WEST LOCKBOX	$352.36	1142	Printed	Expense	☐		
	66845	06/29/2018	CDW GOVERNMENT INC._04990	$473.10	1142	Printed	Expense	☐		
	66846	06/29/2018	FITZ-HENRY, MELINDA	$294.41	1142	Printed	Expense	☐		
	66847	06/29/2018	JOHN, EDWARD L.	$1,350.00	1142	Printed	Expense	☐		
	66848	06/29/2018	MEDOSWEET FARMS OF OREGON	$1,796.05	1142	Printed	Expense	☐		
	66849	06/29/2018	NW REGIONAL ESD	$164.50	1142	Printed	Expense	☐		
	66850	06/29/2018	RAMON, ERICA	$28.34	1142	Printed	Expense	☐		
	66851	06/29/2018	TIPTON, DEBBIE	$323.10	1142	Printed	Expense	☐		
	66852	06/29/2018	WILLAMETTE ESD_02407	$322.67	1142	Printed	Expense	☐		
			Total Amount:	$419,999.62						

Report Total Amount: Amount

End of Report

CONSENT ITEMS TO BE APPROVED EN MASSE

PROPOSED MOTION: Move that the Gervais District #1 Board of Directors approve the consent items as listed en masse:

MOTION BY: _____ SECONDED BY: _____

7.1 Approve

New Hire / Temporary:
Eliana Belle, GES Self Contained Teacher
Courtney Karns, GES Music Teacher
Kalynn Naulty, GES Self Contained Teacher

Extra Duty:
Staphanie So, NHES Advisor

7.2 Approve

Contract Change / Renewal:
Bob Martin, from Temporary Assistant Principal 8 hours per day 190 days to Probationary 1 Assistant Principal 8 hours per day 215 days

Recall:
No Recall

7.3 Approve

Resignation / Termination:

Reduction in Force:

7.4 Approve

2018-2019 Organizational & Procedural Appointments
Gervais School District # Board of Directors approves the 2018-2019 Organizational & Procedural Appointments, as represented in Agenda Item 07-18.7.4.

7.5 Approve

2018-2019 Board Meeting Schedule
Gervais School District # Board of Directors approves the 2018-2019 Board Meeting Schedule, as represented in Agenda Item 07-18.7.5.

7.6 Approve

2018-2019 Per Diem Rate
Gervais School District #1 Board of Directors approves the per diem rate for meals as $40 per day, and lodging at $100 per day, or per the IRS per diem.

7.7 Approve

2018-2019 School Board Guidelines
Gervais School District #1 Board of Directors approves the 2017-2018 Board Guidelines, as shown in Agenda Item 07-17-4.6.

7.8 Approve

2018-2019 Milk Products Increase
Gervais School District #1 Board of Directors approves the milk increase from Medosweet, as shown in Agenda Item 07-18.7.7.

7.9 Approve

2018-2019 Food Products and Non-Food Supplies Requirements Award
Gervais School District #1 Board of Directors approves to award the 2018-2019 Food Products and Non-Food Supplies Requirements RFP to Sysco Portland as per agenda item 07-17-7.8.

Board Members:	**For:**	**Against:**	**Abstain:**
Bustamante	_____	_____	_____
Jones	_____	_____	_____
Jirges	_____	_____	_____
Martin	_____	_____	_____
Sullivan	_____	_____	_____

Board Members can request to have any consent item removed and made into an action item, or tabled until a future meeting.

2018-2019 ORGANIZATIONAL & PROCEDURAL APPOINTMENTS

DESIGNATES:

Matthew Henry, Superintendent
- Chief Administrative Officer/Clerk, ORS 332.515
- Budget Officer, ORS 294.331
- Representative for Federal Funds, ORS 332.515

Tony Miller, Maintenance & Custodial Supervisor
- Asbestos Hazard Emergency Act Designated Person, 40 CFR Part 763.84

Melissa Wolfer, Deputy Clerk
- District Elections Authority, ORS 225.295
- Director of Business Services/Deputy Clerk, ORS 332.515
- Custodian/Investor of Funds, ORS 328.441
- Health and Safety Officer (Health and Safety Committee, Program Director), ORS 332.155

Ann O'Connell, Director of Special Services
- Section 504 and Americans with Disabilities Act, Compliance Officer
- Affirmative Action Officer
- Civil Rights Compliance Officer

ESTABLISHES:

Legal Notices:	Woodburn Independent ORS 294.416, 294.421, 294.430, 330.505 - 330.708
Legal Counsel - Civil:	The firm of Garrett, Hermann, Robertson, & Comstock P.C. Lisa Freiley, WESD ORS 332.972, 332.505
Legal Counsel – Personnel:	The firm of Garrett, Hermann, Robertson, & Comstock P.C. The firm of Hungerford Law Firm Lisa Freiley, WESD ORS 332.972, 332.505
Financial Auditor:	Pauly, Rogers and Company, P.C. ORS 297.405, 327.137, 328.465
Insurance Agent of Record:	Wilson-Heirgood Associates ORS 125-310-140
Depository of Funds:	U.S. Bank of Oregon ORS 328.411, 294.805 - 294.895
Investor of School Funds:	Local Government Investment Pool ORS 294.035

2018-2019 Regular Board Meetings: ORS 332.045

Dates and Times:

- Thursday, July 12 at 6:00 p.m.
- Thursday, August 16 at 6:00 p.m.
- Thursday, September 20 at 6:00 p.m.
- Thursday, October 18 at 6:00 p.m.
- Thursday, November 15 at 6:00 p.m.
- Thursday, December 20 at 6:00 p.m.
- Thursday, January 17 at 6:00 p.m.
- Thursday, February 21 at 6:00 p.m.
- Thursday, March 21 at 6:00 p.m.
- Thursday, April 18 at 6:00 p.m.
- Thursday, May 16 at 6:00 p.m.
- Thursday, June 20 at 6:00 p.m.

Place: Gervais School District Conference Center
250 - B First Street
Gervais, OR 97026

AUTHORIZES:

Payments: Salary and claims against district according to budget, policy, state and federal laws ORS 328.445, 332.255

Signatures of Checks: With any check over $2500 requiring two signatures - ORS 328.445

- Matthew Henry, Superintendent
- Melissa Wolfer, Deputy Clerk
- Dora Guerrero, Payroll Clerk
- Sandra Segura, Administrative Assistant/Data Specialist

Signature on Documents: Chairperson or Vice Chairman
ORS 334.100

290 First Street
P.O. Box 100
Gervais, Oregon 97026-0100
Phone: (503) 792-3801
FAX: (503) 792-3809
www.gervais.k12.or.us

We, with the involvement of our culturally rich and dynamic community, will provide an educationally creative, enriching and safe learning environment, that will instill a desire to become life-long learners, ready to enter the 21th century workforce and to be responsible citizen.

Gervais School District Board Guidelines
2018 – 2019

1. **Discussion**
   Discussion is allowed **before** and **after** a **motion** is made. The Chair, with assistance from the members, will keep the discussion focused on the matter at hand.

2. **Public Forum**
   Public comments and questions will be based on Board Chair discretion. Individual may be asked to submit their comments and/or questions in writing. The main purpose is for public input in relation to school issues. This time will not be used for debates. Questions will be answered by administration or the Board, if information is readily available. If not, the answer will be sent by email, mail, or over the phone. Patrons speaking in public forum will not be allowed to address the audience, and must address comments to the board. Board Members will respond to audience comments after seeking permission from the Board Chair. Personnel issues shall not be discussed in public forum.

3. **Action Items**
   The Superintendent will make recommendations with supporting data and financial impacts on items the Superintendent supports or doesn't support. Other items may have available background information, but no recommendation.

4. **Meeting Length**
   All business will be conducted within four hours. A majority vote is required to extend the meeting time.

5. **Financial Updates**
   The Superintendent and the Deputy Clerk will keep the board informed in financial areas, including overspending.

6. **Reading of Action Items**
   Board policies and other action items requiring adequate time for public input will be presented for discussion one month prior to action being taken.

290 First Street
P.O. Box 100
Gervais, Oregon 97026-0100
Phone: (503) 792-3803
FAX: (503) 792-3809
www.gervais.k12.or.us

We, with the involvement of our culturally rich community, will provide a creative, enriching and safe environment, which instills a desire to become a life-long learner and a responsible citizen.

7/2/2018

Medosweet Farms of Oregon, Inc.
PO Box 749
Kent, Wa. 98035-0749

GERVAIS SCHOOL DISTRICT 2018-2019 School Year beginning 07/01/2018 and ending 06/30/2019

Subject: Contract with Medosweet Farms

This purchase is submitted pursuant to 2018-2019 price agreement for RFP#D20152016. The price agreement including contract terms and conditions and special contract terms and conditions (T's & C's) contained in the price agreement are hereby incorporated by reference and shall apply to this purchase and shall take precedence over all other conflicting T's & C's, expressed or implied.

Gervais School District does take all necessary affirmative steps to assure that minority business, women business enterprise, and labor surplus area firms are used when possible.
[ ] Yes [ ] No - The contractor qualifies as a minority or woman owned or small business.

[ ] Contractor will provide a *24-hour notice of a product substitution to the Gervais School District to determine acceptance of the substitution.*

*By submitting and signing this document, the contractor acknowledges and certifies that his/her company complies with the **Buy American provision** that the food delivered is of domestic origin or the product is substantially produced in the United States. For these purposes, substantially means over 51 percent of the processed food is from American-produced products. If the bidder is unable to certify compliance with the Buy American provision, the bidder shall state this in his/her response and provide an explanation as to why it cannot certify compliance.*

Melinda Fitz-Henry, Food Service Manager	Date	For the contractor	Date

This document must be signed and returned by the contractor before any orders from Gervais School District are placed.

Gervais School District is an equal opportunity educator and employer. El Distrito Escolar de Gervais es una empresa educadora de oportunidad igual.

290 First Street
P.O. Box 100
Gervais, Oregon 97026-0100
Phone: (503) 792-3803
FAX: (503) 792-3809
www.gervais.k12.or.us

We, with the involvement of our culturally rich community, will provide a creative, enriching and safe environment, which instills a desire to become a life-long learner and a responsible citizen.

Contact information:

Hold/Recall Primary point of Gervais School District

- Melinda Fitz-Henry (Food Service Manager)
- Telephone number: 503-792-3803 x5050
- Mobile phone number: 503-302-7985
- Fax number: 503-792-3809
- Email address: melinda_fitz-henry@gervais.k12.or.us

Hold/Recall back-up contact if the primary is unavailable for Gervais School District

- Melissa Wolfer (Business Manager)
- Telephone number: 503-792-3803 x 5020
- Mobile phone number: 971-338-9650
- Fax number: 503-980-1435
- Email address: melissa_wolfer@gervais.k12.or.us

Hold/Recall Primary point for the contractor

- Name: _____
- Telephone number: _____
- Mobile phone number: _____
- Fax number: _____
- Email address: _____

Hold/Recall back-up contact if the primary is unavailable for the contract

- Name: _____
- Telephone number: _____
- Mobile phone number: _____
- Fax number: _____
- Email address: _____

Gervais School District
Board Memo

Date: *July 3, 2018*
To: All Board Members
From: Food Service
Subject: Food and Supplies RFP #53017 Award

Recommendation: Award the Food and Supplies RFP #53017 to SYSCO Portland for the 2017-2018 school year.

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

OCNC issued a Food and Supplies RFP #53017 for the 2017-2018 school year April 26, 2017 that was due on May 30, 2017. This is a sole vendor award. The successful bidder was Sysco, Portland.

This RFP includes optional renewals for four additional school years with the change in the fixed price for each product being at or below the Bureau of Labor Statistics CPI Inflation Calculator each March for the next school year. The inflation amount for the 1819 school year comes to 2.21%.

The OCNC Board offered Sysco Portland a total increase on the fixed fees of 1.75%. Sysco Portland has accepted this offer on all fixed fees including those offered on the SRFPA, SRFPB, Produce items, and all other fixed fees noted on Attachment M.

Copies of the RFP and the response from SYSCO are posted on OCNC's web site at www.ocnc.org.

Approval motion: I recommend the District award the 2018-2019 Food and Supply RFP #53017 to Sysco Portland. I recommend the acceptance of products added to the buying list as approved through each of the Subsequent RFP's. I also recommend the award be extended for each of the next four school years based on the increase in product prices being at or below the Bureau of Labor Statistics CPI inflation Calculator in March of the previous school year.

ELECT BOARD CHAIR
Proposed Resolution:

Move that the Gervais School District #1 Board of Directors **nominate** _____, as the 2018-2019 School Board Chair.

Move that the Gervais School District #1 Board of Directors **elect** _____, as the 2018-2019 School Board Chair.

MOTION BY:_____SECONDED BY:_____

DISCUSSION:_____

_____

Board Member:	**For:**	**Against:**	**Abstain:**
Bustamante	_____	_____	_____
Jirges	_____	_____	_____
Jones	_____	_____	_____
Martin	_____	_____	_____
Sullivan	_____	_____	_____

ELECT BOARD VICE-CHAIR
Proposed Resolution:

Move that the Gervais School District #1 Board of Directors **nominate** _____, as the 2018-2019 School Board Vice-Chair.

Move that the Gervais School District #1 Board of Directors **elect** _____, as the 2018-2019 School Board Vice-Chair.

MOTION BY:_____SECONDED BY:_____

DISCUSSION:_____

_____

Board Member:	**For:**	**Against:**	**Abstain:**
Bustamante	_____	_____	_____
Jirges	_____	_____	_____
Jones	_____	_____	_____
Martin	_____	_____	_____
Sullivan	_____	_____	_____

POLICY ADMINISTRATIVE CHANGE
Proposed Resolution:

IGBA: Students with Disabilities-Child Identification Procedure
IGBAG-AR: Special Education-Procedural Safeguards
IGBAH: Special Education-Evaluation Procedure
IGBAJ: Special Education – Free Appropriate Public Education (FAPE)
IGBAJ-AR: Special Education-Free Appropriate Public Education (FAPE)
GBC: Staff Ethics
GBC-AR: Staff Ethics
IGBHE: Expanded Options Program:
IGBHE-AR (1): Annual Expanded Options Program Notification
IKF: Graduation Requirements Version 2
JBA/GBN: Sexual Harassment
JEC/JECA: Admission of Resident Students
JHFE-AR (2): Abuse of a Child Investigations Conducted on District Premises
KI: Public Solicitation in District Facilities
KI/KJ-AR: Commercial Advertising

Move that the Gervais School District #1 Board of Directors make changes to policies IGBA, IGBAG-AR,IGBAH, IGBAJ, IGBAJ-AR, GBC, GBC-AR, IGBHE, IGBHE-AR (1), IKF, JBA/GBN, JEC/JECA, JHFE-AR (2), KI, and KI/KJ-AR as shown in action item 07-18-8.2.

MOTION BY:_____SECONDED BY:_____

DISCUSSION:_____

_____

Board Member:	**For:**	**Against:**	**Abstain:**
Bustamante	_____	_____	_____
Jirges	_____	_____	_____
Jones	_____	_____	_____
Martin	_____	_____	_____
Sullivan	_____	_____	_____

Gervais School District #1

Code: **IGBA**
Adopted: Unknown
Revised/Readopted: 12/20/90, 7/15/93, 2/19/98, 10/9/00, 12/15/05, 04/17/08

Students with Disabilities - Child Identification Procedures

The district implements an ongoing system to locate, identify and evaluate all children birth to age 21 residing within its jurisdiction who have disabilities and need early intervention, early childhood special education (EI/ECSE) or special education services.- For preschool children the district is responsible for the evaluation(s) used to determine eligibility; the designated referral and evaluation agency ~~Willamette ESD~~[insert name] is responsible for determining the eligibility of children for EI/ECSE services in accordance with Oregon Administrative Rule (OAR) 581-015-2100.- The district identifies all children with disabilities, regardless of the severity of their disabilities, including those who are:

1. ~~1.~~ Highly mobile, such as migrant and homeless children;

2. ~~2.~~ Wards of the state;

3. ~~3.~~ Indian preschool children living on reservations;

4. ~~4.~~ Suspected of having a disability even though they ~~have not failed, been retained in a course or a grade, and~~ are advancing from grade to grade;

5. ~~5.~~ Home schooled;

6. ~~6.~~ Resident and nonresident students, including residents of other states, attending a private school (religious or secular) ~~school~~ located within the boundaries of the district;

7. ~~7.~~ Attending a ~~district~~public charter school located in the district;

8. ~~8.~~ Below the age of compulsory school attendance~~; or~~ who are not enrolled in a public or private school program; and

9. ~~9.~~ Above the age of compulsory school attendance who have not graduated from high school with a regular high school diploma and have not completed the school year in which they reach their 21st birthday.

The district determines residency in accordance with Oregon Revised Statutes (ORS) Chapter 339 and, for the purposes of public charter school students with disabilities, in accordance with ORS Chapter 338 and ORS Chapter 339. -The district enrolls all students who are five ~~by~~on or before September 1 of the current school year.- Students with disabilities are eligible to enroll in the district through the school year in which they reach the age of 21 if they have not graduated with a regular high school diploma.

Compared ** Agenda Item 03-08-9.1.1.2

The district shall annually submit data to the Oregon Department of Education (ODE) regarding the number of resident students with disabilities who have been identified, located and evaluated and are receiving special education and related services. The district conducts an annual count of the total number of private school children attending private schools located within the boundaries of the district, and a count of all children with disabilities attending private schools located within the boundaries of the district, in accordance with OAR 581-015-2465. The district reports any additional data to ODE as required by the ODE to meet the requirements of federal or state law and the applicable reporting dates.

END OF POLICY

Legal Reference(s):

ORS 332.075	ORS 343.517	OAR 581-015-2195
ORS 338.165	ORS 343.533	OAR 581-015-2315
ORS 339.115 to 137	OAR 581-015-2040	OAR 581-015-2480
ORS 343.151	OAR 581-015-2045	OAR 581-021-0029
ORS 343.157	OAR 581-015-2080	
ORS 343.193	OAR 581-015-2085	OAR 581-022-1340
ORS 343.221	OAR 581-015-2190	
ORS 332.075	ORS 343.517	OAR 581-015-2195
ORS 338.165	ORS 343.533	OAR 581-015-2315
ORS 339.115 - 339.137	OAR 581-015-2040	OAR 581-015-2480
ORS 343.151	OAR 581-015-2045	OAR 581-021-0029
ORS 343.157	OAR 581-015-2080	OAR 581-022-2315
ORS 343.193	OAR 581-015-2085	
ORS 343.221	OAR 581-015-2190	

Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1412-(a)(3) (2006 2012).
Early Intervention Program for Infants and Toddlers with Disabilities, 34 C.F.R. Part 303 (2006 2017).
Assistance to States for the Education of Children with Disabilities, 34 C.F.R. § 300.111 (2006).

R12/31/07 | JW (2017).

Gervais School District 1

Code: **IGBAG-AR**
Readopted: 10/9/00, 7/17/03, 12/15/05, 4/17/08, 4/16/09
Administrative Change: 11/1/17

Adopted:

Special Education - Procedural Safeguards**

1. Procedural Safeguards

   a. The district provides procedural safeguards to:

      (1) Parents, guardians (unless the guardian is a state agency) or persons in parental relationship to the student;
      (2) Surrogate parents; and
      (3) Students who have reached the age of 18, the age of majority or are considered emancipated under Oregon law and to whom rights have transferred by statute, identified as adult students (called "eligible students").

   b. The district gives parents a copy of the *Procedural Safeguards Notice*, published by the Oregon Department of Education (ODE):

      (1) At least once a year;
      (2) At the first referral or parental request for evaluation to determine eligibility for special education services;
      (3) When the parent (or adult student) requests a copy; and
      (4) To the parent and the student one year before the student's 18th birthday or upon learning that the student is emancipated.

   c. The *Procedural Safeguards Notice* is:

      (1) Provided written in the native language or other communication of the parents (unless it is clearly not feasible to do so) and in language clearly understandable to the public.
      (2) If the native language or other mode of communication of the parent is not a written language, the district takes steps to ensure that:

(a) The notice is translated orally or by other means to the parent in his/her native language or other mode of communication;
(b) The parent understands the content of the notice; and
(c) There is written evidence that the district has met these requirements.

2. Content of *Procedural Safeguards Notice*

The procedural safeguards notice includes all of the content provided in the *Procedural Safeguards Notice* published by ODE.

3. Parent or Adult Student Meeting Participation

a. The district provides parents or adult students an opportunity to participate in meetings with respect to the identification, evaluation, individualized education program (IEP) and educational placement of the student, and the provision of a free appropriate public education (FAPE) to the student.
b. The district provides parents or adult students written notice of any meeting sufficiently in advance to ensure an opportunity to attend. The written notice:

(1) States the purpose, time and place of the meeting and who is invited to attend;
(2) Advises that parents or adult students may invite other individuals who they believe have knowledge or special expertise regarding the student;
(3) Advises the parents or adult student that the team may proceed with the meeting even if they are not in attendance;
(4) Advises the parent or adult students who to contact before the meeting to provide information if they are unable to attend; and
(5) Indicates if one of the meeting's purposes is to consider transition services or transition service needs. If so:

(a) Indicates that the student will be invited; and
(b) Identifies any agencies invited to send a representative.

c. The district takes steps to ensure that one or both of the parents of a student with a disability are present at each IEP or placement meeting or are afforded the opportunity to participate, including:

(1) Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend; and
(2) Scheduling the meeting at a mutually agreed on time and place.

d. If neither parent can participate, the district will use other methods to ensure participation, including, but not limited to, individual or conference phone calls or home visits.

e. The district may conduct an evaluation planning or eligibility meeting without the parent or adult student if the district provided meeting notice to the parent or adult student sufficiently in advance to ensure an opportunity to attend.

f. The district may conduct an IEP or placement meeting without the parent or adult student if the district is unable to convince the parents or adult students that they should participate. Attempts to convince the parent to participate will be considered sufficient if the district:

(1) Communicates directly with the parent or adult student and arranges a mutually agreeable time and place and sends written notice to confirm the arrangement; or

(2) Proposes a time and place in the written notice stating that a different time and place might be requested and confirms that the notice was received.

g. If the district proceeds with an IEP meeting without a parent or adult student, the district must have a record of its attempts to arrange a mutually agreed upon time and place such as:

(1) Detailed records of telephone calls made or attempted and the results of those calls;

(2) Copies of correspondence sent to the parents and any responses received; and

(3) Detailed records of visits made to the parents' home or place of employment and the results of those visits.

h. The district takes whatever action is necessary to ensure that the parent or adult student understands the proceedings at a meeting, including arranging for an interpreter for parents or adult students who are deaf or whose native language is other than English.

i. After the transfer of rights to an adult student at the age of majority, the district provides written notice of meetings to the adult student and parent, if the parent can be reasonably located. After the transfer of rights to an adult student at the age of majority, a parent receiving notice of an IEP meeting is not entitled to attend the meeting unless invited by the adult student or the district.

j. An IEP meeting does not include:

(1) Informal or unscheduled conversations involving district personnel;

(2) Conversations on issues such as teaching methodology, lesson plans or coordination of service provision if those issues are not addressed in the student's IEP; or

(3) Preparatory activities that district or public personnel engage in to develop a proposal or response to a parent proposal that will be discussed at a later meeting.

4. Surrogate Parents

a. The district protects the rights of a student with a disability, or suspected of having a disability, by appointing a surrogate parent when:

(1) The parent cannot be identified or located after reasonable efforts;
(2) The student is a ward of the state or an unaccompanied homeless youth and there is reasonable cause to believe that the student has a disability, and there is no foster parent or other person available who can act as the parent of the student; or
(3) The parent or adult student requests the appointment of a surrogate parent.

b. The district secures nominations of persons to serve as surrogates. The district appoints surrogates within 30 days of a determination that the student needs a surrogate, unless a surrogate has already been appointed by juvenile court.
c. The district will only appoint a surrogate who:

(1) Is not an employee of the district or ODE;
(2) Is not an employee of any other agency involved in the education or care of the student;
(3) Is free of any personal or professional interest that would interfere with representing the student's special education interests; and
(4) Has the necessary knowledge and skills that ensure adequate representation of the student in special education decisions. The district will provide training, as necessary, to ensure that surrogate parents have the requisite knowledge.

d. The district provides all special education rights and procedural safeguards to appointed surrogate parents.
e. A surrogate will not be considered an employee of the district solely on the basis that the surrogate is compensated from public funds.
f. The duties of the surrogate parent are to:

(1) Protect the special education rights of the student;
(2) Be acquainted with the student's disability and the student's special education needs;
(3) Represent the student in all matters relating to the identification, evaluation, IEP and educational placement of the student; and
(4) Represent the student in all matters relating to the provision of FAPE to the student.

g. A parent may give written consent for a surrogate to be appointed.

(1) When a parent requests that a surrogate be appointed, the parent shall retain all parental rights to receive notice and all of the information provided to the surrogate. When the district appoints a surrogate at parent request, the district will continue to provide to the parent a copy of all notices and other information provided to the surrogate.
(2) The surrogate, alone, shall be responsible for all matters relating to the special education of the student. The district will treat the surrogate as the parent unless and until the parent revokes consent for the surrogate's appointment.

(3) If a parent gives written consent for a surrogate to be appointed, the parent may revoke consent at any time by providing a written request to revoke the surrogate's appointment.

h. An adult student to whom rights have transferred at age of majority may give written consent for a surrogate to be appointed. When an adult student requests that a surrogate be appointed, the student shall retain all rights to receive notice and all of the information provided to the surrogate. The surrogate, alone, shall be responsible for all matters relating to the special education of the student. The district will treat the surrogate as the adult student unless and until the adult student revokes consent for the surrogate's appointment. If an adult student gives written consent for a surrogate to be appointed, the adult student may revoke consent at any time by providing a written request to revoke the surrogate's appointment.

i. The district may change or terminate the appointment of a surrogate when:

(1) The person appointed as surrogate is no longer willing to serve;
(2) Rights transfer to the adult student or the student graduates with a regular ~~or modified~~ diploma;
(3) The student is no longer eligible for special education services;
(4) The legal guardianship of the student is transferred to a person who is able to carry out the role of the parent;
(5) A foster parent or other person is identified who can carry out the role of parent;
(6) The parent, who previously could not be identified or located, is now identified or located;
(7) The appointed surrogate is no longer eligible;
(8) The student moves to another district; or
(9) The student is no longer a ward of the state or unaccompanied homeless youth.

j. The district will not appoint a surrogate solely because the parent or student to whom rights have transferred is uncooperative or unresponsive to the special education needs of the student.

5. Transfer of Rights at Age of Majority

a. When a student with a disability reaches the age of majority, marries or is emancipated, rights previously accorded to the student's parents under the special education laws, transfer to the student. A student for whom rights have transferred is considered an "adult student" under OAR 581-015-2000(1).

b. The district provides notice to the student and the parent that rights (accorded by statute) will transfer at the age of majority. This notice is provided at an IEP meeting and documented on the IEP:

(1) At least one year before the student's 18th birthday;
(2) More than one year before the student's 18th birthday, if the student's IEP team determines that earlier notice will aid transition; or
(3) Upon actual knowledge that within a year the student will likely marry or become emancipated before age 18.

c. The district provides written notice to the student and to the parent at the time of the transfer.
d. These requirements apply to all students, including students who are incarcerated in a state or local adult or juvenile correctional facility or jail.
e. After transfer of rights to the student, the district provides any written prior notices and written notices of meetings required by the special education laws to the adult student and to the parent if the parent can be reasonably located.
f. After rights have transferred to the student, receipt of notice of an IEP meeting does not entitle the parent to attend the meeting unless invited by the student or the district.

6. Prior Written Notice

a. The district provides prior written notice to the parent of a student, or student, within a reasonable period of time, before the district:

(1) Proposes to initiate or change, the identification, evaluation or educational placement of the student, or the provision of a FAPE to the child; or
(2) Refuses to initiate or change the identification, evaluation or educational placement of the student, or the provision of a FAPE to the child.

b. ~~b.~~ The content of the prior written notice will include:

(1) ~~(1)~~ A description of the action proposed or refused by the district;
(2) ~~(2)~~ An explanation of why the district proposed or refused to take the action;
(3) ~~(3)~~ A description of each evaluation procedure, test, assessment, record or report used as a basis for the proposal or refusal;
(4) ~~(4)~~ A statement that the parents of a student with a disability have procedural safeguards and, if this notice is not an initial referral for evaluation, how a copy of the *Procedural Safeguards Notice* may be obtained;
(5) ~~(5)~~ Sources for parents to contact to obtain assistance in understanding their procedural safeguards;

~~(6)~~ A description of other options the IEP team considered and the reasons why those ~~option~~ (6) options were rejected; and
(7) ~~(7)~~ A description of other factors that are relevant to the agency's proposal or refusal.

c. ~~c.~~ The prior written notice is:

(1) ~~(1)~~ Written in language understandable to the general public; and
(2) ~~(2)~~ Provided in the native language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so;
(3) If the native language or other mode of communication of the parent is not a written language, the district shall take steps to ensure that:

(a) The notice is translated orally or by other means to the parent in the parent's native language or other mode of communication;
(b) The parent understands the content of the notice; and
(c) There is written evidence that the requirements of this rule have been met.

7. Consent[a] – Initial Evaluation

a. The district provides notice and obtains informed written consent from the parent or adult student before conducting an initial evaluation to determine whether a student has a disability (as defined by Oregon law) and needs special education. Consent for initial evaluation is not consent for the district to provide special education and related services.
b. The district makes reasonable efforts to obtain informed consent from a parent for an initial evaluation to determine a child's eligibility for special education services. If a parent does not provide consent for an initial evaluation or does not respond to a request for consent for an initial evaluation, the district may, but is not required to, pursue the initial evaluation of the child through mediation or due process hearing procedures. The district does not violate its child find obligations if it declines to pursue the evaluation using these procedures.

8. Consent – Initial Provision of Special Education Services

a. The district provides notice and obtains informed written consent from the parent or adult student before the initial provision of special education and related services to the student.
b. The district makes reasonable efforts to obtain informed consent, but if a parent or adult student does not respond or refuses consent for initial provision of special education and related services, the district does not convene an IEP meeting, develop an IEP or seek to provide special education and related services through mediation or due process hearing procedures. The district will not be considered to be in violation of the requirement to make FAPE available to the student under these

[a] "Consent" means that the parent or adult student: a) has been fully informed, in his/her native language or other mode of communication, of all information relevant to the activity for which consent is sought; and b) understands and agrees in writing to the carrying out of the activity for which his/her consent is sought. Consent is voluntary on the part of the parent and meeting the requirements of consent provision for OAR 581-015-2090, IDEA and Family Education Rights and Privacy Act (FERPA).

circumstances. The district stands ready to serve the student if the parent or adult student later consents.

9. Consent – Re-evaluation

a. The district obtains informed parent consent before conducting any re-evaluation of a child with a disability, except:

(1) The district does not need written consent for a re-evaluation if the parent does not respond after reasonable efforts to obtain informed consent. However, the district does not conduct individual intelligence tests or tests of personality without consent.
(2) If a parent refuses to consent to the re-evaluation, the district may, but is not required to, pursue the re-evaluation by using mediation or due process hearing procedures.

b. ~~b.~~ A parent or adult student may revoke consent at any time before the completion of the activity for which they have given consent. If a parent or adult student revokes consent, that revocation is not retroactive.

10. Consent – Other Requirements

a. The district documents its reasonable efforts to obtain parent consent, such as phone calls, letters and meeting notes.
b. If a parent of a student who is home schooled or enrolled by the parents in a private school does not provide consent for the initial evaluation or the re-evaluation, or if the parent does not respond to a request for consent, the district:

(1) Does not use mediation or due process hearing procedures to seek consent; and
(2) Does not consider the child as eligible for special education services.

c. If a parent or adult student refuses consent for one service or activity, the district does not use this refusal to deny the parent or child any other service, benefit or activity, except as specified by these rules and procedures.
d. If, at any time subsequent to the initial provision of special and related services, the parent of a child revokes consent in writing for the continued provision of special education and related services, the district:

(1) May not continue to provide special education and related services to the child, but must provide prior written notice before ceasing the provision of special education and related services;
(2) May not use mediation or due process procedures to obtain an agreement or ruling that the services may be provided to the child;
(3) The district will not be considered to be in violation of the requirement to make FAPE available to the child because of the failure to provide the child with further special education and related services; and
(4) The district is not required to convene an IEP team meeting or develop an IEP for the child for further provision of special education or related services.

11. Exceptions to Consent

a. The district does not need written parent or adult student consent before:

(1) Reviewing existing data as part of an evaluation or re-evaluation;
(2) Administering a test or other evaluation administered to all students without consent unless, before administration of that test or evaluation, consent is required of parents of all students;
(3) Conducting evaluations, tests, procedures or instruments that are identified on the student's individualized education program (IEP) as a measure for determining progress; or
(4) Conducting a screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation.

b. The district does not need written parent consent to conduct an initial special education evaluation of a student who is a ward of the state and not living with the parent if:

(1) Despite reasonable efforts to do so, the district has not been able to find the parent;
(2) The parent's rights have been terminated in accordance with state law; or
(3) The rights of the parent to make educational decisions have been subrogated by a judge in accordance with state law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the child.

c. The district does not need written parental consent if an administrative law judge (ALJ) determines that the evaluation or re-evaluation is necessary to ensure that the student is provided with a free appropriate public education.

12. Independent Educational Evaluations (IEE)

a. A parent of a student with a disability has a right to an independent educational evaluation at public expense if the parent disagrees with an evaluation obtained by the district.
b. If a parent requests an independent educational evaluation at public expense, the district provides information to parents about where an independent educational evaluation may be obtained, and the district criteria applicable for independent educational evaluations.
c. If a parent requests an independent educational evaluation at public expense, the district, without unnecessary delay, either:

(1) Initiates a due process hearing to show that its evaluation is appropriate; or
(2) Ensures that an independent educational evaluation is provided at public expense unless the district demonstrates in a hearing that the evaluation obtained by the parent did not meet district criteria.

d. The district criteria for independent educational evaluations are the same as for district evaluations including, but not limited to, location, examiner qualifications and cost.

(1) Criteria established by the district do not preclude the parent's access to an independent educational evaluation.
(2) The district provides the parents the opportunity to demonstrate the unique circumstances justifying an IEE that does not meet the district's criteria.
(3) A parent may be limited to one independent educational evaluation at public expense each time the district conducts an evaluation with which the parent disagrees.

e. If a parent requests an independent educational evaluation, the district may ask why the parent disagrees with the public evaluation. The parent may, but is not required to provide an explanation. The district may not:

(1) Unreasonably delay either providing the independent educational evaluation at public expense or initiating a due process hearing to defend the public evaluation;
(2) Except for the criteria listed above in c., impose conditions or timelines related to obtaining an IEE at public expense.

f. The district considers an independent educational evaluation submitted by the parent, in any decision made with respect to the provision of a free appropriate public education to the student, if the submitted independent evaluation meets district criteria.

13. Dispute Resolution – Mediation

a. The district or parent may request mediation from ODE for any special education matter, including before the filing of a complaint or due process hearing request.
b. The district acknowledges that:

(1) Mediation must be voluntary on the part of the parties, must be conducted by a qualified and impartial mediator who is trained in effective mediation techniques and may not be used to deny or delay a parent's right to a due process hearing or filing a complaint.
(2) Each mediation session must be scheduled in a timely manner and must be held in a location that is convenient to the parties to the dispute.
(3) An agreement reached by the parties to the dispute in the mediation process must be set forth in a legally binding written mediation agreement that:

(a) States the terms of the agreement;
(b) States that all discussions that occurred during the mediation process remain confidential and may not be used as evidence in any subsequent due process hearing or civil proceeding; and
(c) Is signed by the parent and a representative of the district who has the authority to bind the district to the mediation agreement.

(4) Mediation communication is not confidential if it relates to child or elder abuse and is made to a person who is required to report abuse, or threats of physical harm, or professional conduct affecting licensure.
(5) The mediation agreement is enforceable in any state court of competent jurisdiction or in a district court of the United States.

14. Dispute Resolution – Complaint Investigation

a. Any organization or person may file a signed, written complaint with the State Superintendent of Public Instruction alleging that a district or education service district (ESD) is violating or has violated the Individuals with Disabilities Education Act (IDEA) or associated regulations within one year before the date of the complaint. Upon receiving a parent complaint, the ODE forwards the complaint to the district or ESD along with a request for a district response to the allegations in the complaint.
b. Upon receiving a request for response from ODE, the district responds to the allegations and furnishes any requested information or documents within 10 business days.
c. The district sends a copy of the response to the complainant. If ODE decides to conduct an on-site investigation, district personnel participate in interviews and provide additional documents as needed.
d. The district and the complainant may attempt to resolve a disagreement that led to a complaint through mediation. If they decide against mediation, or if mediation fails to produce an agreement, ODE will pursue the complaint investigation.
e. If ODE substantiates some or all of the allegations in a complaint, it will order corrective action. The district satisfies its corrective action obligations in a timely manner.
f. If the district disagrees with the findings and conclusions in a complaint final order, it may seek reconsideration by ODE or judicial review in county circuit court.

15. Due Process Hearing Requests

a. The district acknowledges that parents may request a due process hearing if they disagree with a district proposal or refusal relating to the identification, evaluation, educational placement or provision of a free appropriate education to a student who may have a disability and be eligible for special education.
b. The district may request a due process hearing regarding the identification, evaluation, educational placement or provision of a free appropriate education to a student who may have a disability and be eligible for special education.
c. When requesting a due process hearing, the district or the attorney representing the district provides notice to the parent and to ODE.
d. The party, including the district, that did not file the hearing request must, within 10 days of receiving the request for a hearing, send to the other party a response that specifically addresses the issues raised in the hearing request.
e. If the parent had not yet received prior written notice of the district's proposal or refusal, the district, within 10 days of receiving the hearing request for a due process hearing, sends to the parent a response that includes:

(1) An explanation of why the district proposed or refused to take the action raised in the hearing request;
(2) A description of other options that the district considered and the reasons why those options were rejected;

(3) A description of each evaluation procedure, assessment, record or report the district used as the basis for the proposed or refused action; and
(4) A description of the factors relevant to the district's proposal or refusal.

16. Resolution Session

a. Within 15 days of receiving a due process hearing request, the district will hold a resolution session with the parents and the relevant members of the IEP team who have specific knowledge of the facts identified in the due process hearing request.
b. This meeting will include a representative of the district who has decision-making authority for the district.

(1) The district will not include an attorney unless the parent brings an attorney.
(2) The district will provide the parent with an opportunity for the parent to discuss the hearing request and related facts so that the district has an opportunity to resolve the dispute.
(3) The district and parent may agree in writing to waive the resolution meeting. If so, the 45-day hearing timeline will begin the next business day, unless the district and parent agree to try mediation in lieu of the resolution session.

17. Time Limitations and Exception

a. A parent must request a due process hearing within two years after the date of the district act or omission that gives rise to the parent's hearing request.
b. This timeline does not apply to a parent if the district withheld relevant information from the parent or incorrectly informed the parent that it had resolved the problem that led the parent's hearing request.

18. Hearing Costs

a. The district reimburses ODE for costs related to conducting the hearing, including pre-hearing conferences, scheduling arrangement and other related matters.
b. The district provides the parent with a written or, at the option of the parent, an electronic verbatim recording of the hearing, within a reasonable time of the close of the hearing
c. The district does not use IDEA funds to pay attorney's fees or other hearing costs.

19. Discipline and Placement in Interim Alternative Setting

See Board policy JGDA~~/JGEA~~ - Discipline of Students with Disabilities.

Gervais School District 1

Code: **IGBAH**
Adopted: 7/15/93
Revised/Readopted: 10/9/00, 12/15/05, 04/17/08, 4/16/09
Administrative Change: 11/1/17

Special Education - Evaluation Procedures**

Consistent with its child find and parent consent obligations, the district responds promptly to requests initiated by a parent or public agency for an initial evaluation to determine if a child is a child with a disability.

A full and individual evaluation of a student's educational needs that meets the criteria established in the Oregon Administrative Rules will be conducted before determining eligibility and before the initial provision of special education and related services to a student with a disability. -The district implements an ongoing system to locate, identify and evaluate all children birth to 21 residing within its jurisdiction who have disabilities and need early intervention, early childhood special education or special education services.

The district identifies all children with disabilities, regardless of the severity of their disabilities, including children who are:

1. –Highly mobile, such as migrant and homeless children;

2. –Wards of the state;

3. –Indian preschool children living on reservations;

4. –Suspected of having a disability even though they ~~advance~~are advancing from grade to grade;

5. –Home schooled;

6. –Resident and nonresident students, including residents of other states, attending private school (religious or secular) located within the boundaries of the district;

7. –Attending a public charter school located in the district;

8. Below the age of compulsory school attendance; who are not enrolled in a public or private school program; and

9. Above the age of compulsory school attendance who have not graduated from high school with a regular or modifiedhigh school diploma and have not completed the school year in which they reach their 21st birthday.

The district is responsible for evaluating and determining eligibility for special education services for school-age children. The district is responsible for evaluating children who may be eligible for early intervention/early childhood special education (EI/ECSE) services. The district's designated referral and evaluation agency is responsible for determining eligibility.

Before conducting any evaluation or re-evaluation, the district:

1. Plans the evaluation with a group that includes the parent(s);

2. Provides prior written notice to the parent(s) that describes any proposed evaluation procedures the agency proposes to conduct as a result of the evaluation planning process; and

3. Obtains informed written consent for evaluation.

The district conducts a comprehensive evaluation or re-evaluation before:

1. Determining that a child has a disability;

2. Determining that a child continues to have a disability;

3. Changing the child's eligibility;

4. Providing special education and related services;

5. Terminating the child's eligibility for special education, unless the termination is due to graduation from high school with a regular or modified diploma or exceeding the age of eligibility for a free appropriate public education.

Upon completion of the evaluation, the district provides the parent or eligible child a copy of the evaluation report at no cost. The evaluation report describes and explains the results of the evaluation.

Upon completion of the eligibility determination, the district provides the parent or eligible child documentation of eligibility determination at no cost.

The district ensures that assessments and other evaluation materials, including those tailored to assess specific areas of education need, used to assess a child are:

1. Selected and administered so as not to be racially or culturally discriminatory;

2. Provided and administered in the child's native language or other mode of communication and form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally unless it is clearly not feasible to do so;

3. Used for purposes for which assessments or measures are valid and reliable;

4. Administered by trained and knowledgeable personnel; and

5. Administered in accordance with any instructions provided by the producer of such assessments.

Materials and procedures used to assess a child with limited English proficiency are selected and administered to ensure that they measure the extent to which the child has a disability and needs special education, rather than measuring the child's English language skills.

A student must meet the eligibility criteria established in the Oregon Administrative Rules.

The district conducts re-evaluations:

1. When the educational or related ~~services~~service needs, including improved academic achievement and functional performance of the children warrant a re-evaluation;

2. When the child's parents or teacher requests a re-evaluation; and

3. At least every three years, unless that parent and the district agree that a re-evaluation is unnecessary.

The district does not conduct re-evaluation more than once a year, unless the parent and district agree otherwise.

If a parent has previously revoked consent for special education and related services and subsequently requests special education and related services, the district will conduct an initial evaluation of the student to determine eligibility for special education.

END OF POLICY

Legal Reference(s):
ORS 343.155
ORS 343.157
ORS 343.164
~~OAR 581-015-2000~~
OAR 581-015-2000
OAR 581-015-2095
OAR 581-015-2105 ~~to -~~ 2190

Assistance to States for the Education of Children with Disabilities, 34 C.F.R. §§ 300.300, 300.530-300.534, 300.540-300.543, 300.7 (~~200617).~~

~~R9/28/17|RS~~
2017).

Code: **IGBAJ**
Adopted: 7/15/93
Revised/Readopted: 10/9/00, 7/17/03
01/19/06, 04/17/08
4/16/09
Administrative Change: 03/28/14, 11/01/17

Special Education - Free Appropriate Public Education (FAPE)**

1. The district admits all resident school-age children with disabilities and makes special education and related services available at no cost to those:

   a. Who have reached five years of age but have not yet reached 21 years of age on or before September 1 of the current school year, even if they ~~have not failed or have not been retained in a course or grade or~~ are advancing from grade to grade;
   b. Who have not graduated with a regular ~~or modified~~high school diploma;
   c. Who have been suspended or expelled in accordance with special education discipline provisions; or
   d. Who reach age 21 before the end of the school year. These students remain eligible until the end of the school year in which they reach 21.

2. The district determines residency in accordance with Oregon law.

3. The district takes steps to ensure that its children with disabilities have available to them the variety of educational programs and services available to nondisabled children in the area served by the district and provides a continuum of services to meet the individual special education needs of all resident children with disabilities, and children with disabilities who are enrolled in public charter schools located in the district.

4. The district may, but is not required to, provide special education and related services to a student who has graduated with a regular ~~or modified~~ diploma.

5. State law prohibits the district from recommending to parents, or requiring a child to obtain, a prescription for medication to affect or alter thought processes, mood or behavior as a condition of attending school, receiving an evaluation to determine eligibility for early childhood special education or special education, or receiving special education services.

6. –If the individualized education program (IEP) team determines that placement in a public or private residential program is necessary to provide FAPE, the program, including nonmedical care and room and board, must be at no cost to the parents of the child.

7. –If a parent revokes consent for a student receiving special education and related services, the district will not be considered to be in violation of the requirement to make FAPE available to the student because of the failure to provide the student with further special education and related services.

END OF POLICY

Legal Reference(s):

ORS 338.165
ORS 339.115
ORS 343.085
ORS 343.224
~~OAR 581-015-2020~~
OAR 581-015-2020
OAR 581-015-2035
OAR 581-015-2040 ~~to~~ - 2065
OAR 581-015-2050
OAR 581-015-2075
OAR 581-015-2530
OAR 581-015-2600
OAR 581-015-2605
OAR 581-021-0029

Assistance to States for the Education of Children with Disabilities, 34 C.F.R. §§ 300.17, 300.101-110, 300.113, 300.300 (2017).

Gervais School District #1

Code: **IGBAJ-AR**
Adopted: 7/15/93
Readopted: 10/9/00, 7/17/03, 01/19/06, 4/17/08

Special Education - Free Appropriate Public Education (FAPE)**

1. FAPE and Age Ranges

The district provides special education and related services to all resident school-age students with disabilities, including students enrolled in public charter schools located in the district, as provided below:

a. "School-age children" are children who have reached 5 years of age but have not yet reached 21 years of age on or before September 1 of the current school year.
b. The district will admit an otherwise eligible student who has not yet reached 21 years of age on or before September 1 of the current school year.
c. An otherwise eligible person whose 21st birthday occurs during the school year will continue to be eligible for FAPE for the remainder of the school year.
d. The district provides FAPE to students with disabilities who have been suspended or expelled from school in accordance with the special education discipline rules.

2. Nonacademic Services

a. The district provides equal opportunity for students with disabilities for participation in nonacademic and extracurricular services and activities.
b. Nonacademic and extracurricular services and activities may include meals, recess periods, counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the district, referrals to agencies that provide assistance to individuals with disabilities, and employment of students, including both employment by the district and assistance in making outside employment available.
c. The district ensures that each child with a disability participates with nondisabled children in the extracurricular services and activities to the maximum extent appropriate to the needs of each individual child.

3. Graduation

a. A student graduating with a regular high school diploma is no longer entitled to FAPE.
b. The district provides prior written notice in a reasonable time before a student with a disability, graduates with a regular high school diploma.
c. The district is not required to conduct a reevaluation before terminating eligibility due to graduation with a regular high school diploma.
d. Graduation with an alternative document:

i.(1) The district may award an alternative document meeting the criteria of the State Board of Education alternative document to a student with a disability.
ii.(2) Graduation with an alternative document does not terminate eligibility, require an evaluation or require prior written notice.

e. The district may, but is not required to, provide special education and related services to a student who has graduated with a regular diploma.

4. Incarcerated Youth

a. The district has a plan, approved by the local Board, to provide or cause to be provided, appropriate education for children placed in a local or regional correctional facility located in the district.

b. The district provides FAPE for students with disabilities ages 18 through 21, incarcerated as adults in an adult correctional facility if, in the last educational setting before their incarceration:

i.(1) Were identified as students eligible for special education; and
ii.(2) Had an individualized education program (IEP.).

c. The district's provisions of FAPE doesdo not include:

i.(1) The requirements relating to participation of children with disabilities in statewide and district assessments.
ii.(2) For students whose eligibility for services will end before their release, the requirements related to transition planning and transition service do not apply. The district makes this determination based on considerations of the sentence and eligibility for early release. Requirements relating to transition planning and transition services, with respect to the students whose eligibility will end, because of their age, before they will be eligible to be released from adult correctional facilities based on consideration of their sentence and eligibility for early release.
iii.(3) The IEP team may modify the student's IEP or placement if the state has demonstrated a bona fide security or compelling penological interest that cannot otherwise be accommodated. Least restrictive environment requirements do not apply with respect to these modifications.
iv.(4) The public agency responsible for the special education of students in an adult correctional facility is not required to provide notice of meetings to the parent after rights transfer to the student.

5. Residential Placement

If the IEP team determines that placement in a public or private residential program is necessary to provide FAPE to a student with a disability, the district ensures that the program, including nonmedical care and room and board, is provided at no cost to the parents of the student.

6. Physical Education

a. The district makes physical education services, specially designed if necessary, available to every child with a disability receiving FAPE, unless the school enrolls children without disabilities and does not provide physical education to children without disabilities in the same grade.
b. The district provides the opportunity to each child with a disability to participate in the regular physical education program available to nondisabled children unless the child needs specially designed physical education as prescribed in the child's IEP.
c. If specially designed physical education is included in the child's IEP, the district must provide the services directly or make arrangements for those services to be provided through other public or private programs.
d. If the child with a disability is enrolled full time in a separate facility, the district must ensure that the child receives appropriate physical education services.

7. Public Charter Schools

a. The district serves ~~resident~~ children with disabilities attending public charter schools ~~sponsored by~~located in the district in the same manner and in accordance with applicable laws and rules governing the district's provision of services to children with disabilities in its other schools.
~~b. The district convenes an IEP meeting as soon as possible following notification by the charter school that a student with a disability has enrolled.~~
b. The district shall, in consultation with the student's parent, guardian or person in parental relationship, provide FAPE to the student, in accordance with Oregon Administrative Rule (OAR) 581-015-2230(1), until the district implements the IEP from the previous district or develops, adopts and implements a new IEP that meets acceptable requirements. If the information received was in effect in a previous district in another state, the district will implement the IEP in accordance with OAR 581-015-2230(2).
c. The district provides supplementary and related services ~~on site~~onsite at a district public charter school to the same extent to which the district has a policy or practice of providing such services on the site to its other public schools.
~~d. The district ensures that resident children attending charter schools not sponsored by the district are provided special education and related services in accordance with ORS 338.165.~~
d. A school district in which a public charter school is located must provide Individuals with Disabilities Education Act (IDEA) funds to those public charter schools on the same basis as the school district provides those funds to other public schools in the district, including proportional distribution based on relative enrollment of children with disabilities, at the same time as funds are distributed to other public schools in the district.
e. If a child with a disability enrolls in a public charter school, the public charter school is considered the school the child would attend if not disabled. Enrollment in any public charter school is by parent choice. Enrollment in any out-of-district public charter school does not require an interdistrict transfer agreement.

When a student enrolls in a public charter school, the district in which the public charter school is located shall:

a. Provide written notification of the student's enrollment to the district in which the student resides;
b. Request, in accordance with applicable confidentially provisions in state and federal laws, the records of the student, including all information related to an individualized education program developed for the student;
c. Provide written notification to the student's parent, guardian or person in parental relationship to provide information about:

(1) The district's responsibility to identify, locate and evaluate to determine a student's need for special education and related services and to provide those special education services in the public charter school; and
(2) The methods by which the district may be contacted to answer questions or provide information related to special education and related services.

When a student no longer is enrolled in a public charter school for any reason other than graduation, the district in which the public charter school is located shall notify:

a. The district in which the student resided to provide notice:

(1) That the student no longer is enrolled in the public charter school; and
(2) That the district will provide the student education records including all information related to the student's IEP if the student seeks enrollment or services from the district in which the student resides.

b. The student's parent, guardian or person in parental relationship to provide information about:

(1) The responsibility of the school district in which the student resides to identify, locate and evaluation students and implement services;
(2) The methods by which the student's resident district may be contacted to answer questions or provide information about special education and related services; and
(3) The responsibility of the district to provide student records, including information related to the student's IEP, if the student seeks enrollment or services from another district, including the parent's resident district.

8. Recovery of Funds for Misclassified Students

The district ensures that students identified on the special education child count under Part B of the ~~Individuals with Disabilities Education Act (IDEA)~~IDEA are limited to students who:

a. Meet eligibility requirements under OAR 581-015-2130 to -2180;
b. Have a current IEP that is being implemented;
c. Are receiving a ~~free appropriate public education~~FAPE;
d. Are enrolled in the district.

9. Students with Disabilities Covered byunder IDEA Enrolled in Public Benefits or Insurance

A district may use the State's Medicaid or other public benefits or insurance programs in which a child participates to provide or pay for special education and related services required under IDEA, and permitted under the public benefits or insurance programs as specified below.

With regard to services required to provide FAPE to a studentchild with disabilities, the under IDEA, a district:

a. WillMay not require a parentparents to sign up for or enroll in public benefits or insurance programs in order for their student with disabilities to receive FAPE under Part B of the IDEA;

b.a. Will not require parents to incur an out-of-pocket expense in order for their student child with disabilities to receive FAPE under Part B of the IDEA, but may pay the cost that the parent otherwise would be required to pay; and

c.b. WillMay not use the student'schild's benefits under a public insurance program if that use would:

i.(1) Decrease available lifetime coverage or any other insuredinsurance benefit;

ii.(2) Result in the family paying for services that would otherwise be covered by the public benefits or insurance program, and that are required for the studentchild outside of the time the studentchild is in school;

iii.(3) Increase premiums or lead to the discontinuation of insurance; or

(4) Risk the loss of eligibility for home- and community-based waiver, based on aggregate health-related expenditures; **and**

Prior to accessing a student's or parent's public benefits or insurance for the first time, and annually thereafter, the district must provide prior written notification to the student's parents and must obtain written consent[a] that:

a. States the personally identifiable information that may be disclosed (e.g. records or information about the services that may be provided to the student);
b. States the purpose of the disclosure (e.g. billing for services under IDEA);
c. Names the agency to which the disclosure may be made (e.g. Medicaid);
d. Specifies that the parent understands and agrees that the public agency may access the parent's or student's public benefits or insurance to pay for services under IDEA;
e. Acknowledges the district may not require parents to incur an out-of-pocket expense (i.e. payment of a deductible or co-payment incurred in filing a claim for special education or related services), but may pay the cost that the parent otherwise would be required to pay; and

[a] "Consent" means that the parent or adult student a) has been fully informed, in his/her native language or other mode of communication, of all information relevant to the activity for which consent is sought and b) understands and agrees in writing to the carrying out of the activity for which his/her consent is sought. Consent is voluntary of the part of the parent and meeting the requirements of consent provision for OAR 581-015-2090, IDEA and Family Education Rights and Privacy Act (FERPA).

f. Acknowledges the district may not use the student's benefits under a public insurance program, if that use would:

(1) Decrease available lifetime coverage of any other insured benefit;
(2) Result in the family paying for services that would otherwise be covered by the public benefits or insurance program and that are required for the student outside of the time the student is in school;
(3) Increase premiums or lead to the discontinuation of insurance; or
~~iv.~~(4) Risk loss of eligibility for home and community-based waivers, based on aggregate health-related expenditures.

~~10. Students with Disabilities Covered by Private Insurance~~

~~a. Each time the district proposes to access a parent's private insurance proceeds, the district will:~~

~~i. Obtain parent consent (as defined in OAR 581-015-2090); and~~
~~ii. Inform the parents that their refusal to permit the district to access the private insurance does not relieve the district of its responsibility to ensure that all required services are provided at no cost to the parent(s).~~

~~b. The district may use its IDEA Part B funds for a specified service required to ensure FAPE if the district is unable to obtain consent to use a child's private insurance.~~
~~c. If the parent would incur a cost for the school district's use of private insurance, the district may use its Part B funds to pay the cost the parents otherwise would have to pay to use the private insurance (e.g. the deductible or co-pay amounts).~~

~~11.~~10. Accessible Materials

a. Districts must ensure the timely provision of print instructional materials, including textbooks that comply with the National Instructional Materials Accessibility Standards (NIMAS) for students who are blind or print disabled.
b. Districts must ensure the timely provision of instructional materials in accessible formats to children who need instructional materials in accessible formats, including those children who are not blind or print disabled.

~~12.~~11. ~~ESY~~Extended School Year (ESY) services as per administrative regulations, Special Education - Individualized Education Program (IEP) - IGBAF-AR.

~~13.~~ Assistive ~~Technology~~technology devices or services as per administrative regulations, Special Education - Individualized Education Program (IEP) - IGBAF-AR

12. ~~R12/31/07 | JW~~.

Code: **GBC**
Adopted: 12/20/90
Revised/Readopted: 7/15/93, 2/19/98, 04/08/99,02/16/06 10/16/08, 8/19/10, 04/21/16
Administrative Change: 04/29/14, 11/25/14

Staff Ethics

~~I. Conflict of Interest~~

I. Prohibited Use of Official Position or Financial Gain

No district employee will attempt to use ~~his/her~~their district position to obtain ~~personal financial benefit or avoidance of financial detriment or~~ financial gain or avoidance of financial detriment for themselves, relatives, members of household ~~members~~ or for any business with which the employee, a household member or relative is associated, if the financial gain or avoidance of financial detriment would not otherwise be available but for the district employee's employment with the district.

This prohibition does not apply to any part of an official compensation package as approved by the Board, honorarium ~~allowed by ORS 244.042~~, reimbursement of expenses, or unsolicited awards of professional achievement. Further, this prohibition does not apply to gifts from one without a legislative or administrative interest. Nor does it apply if the gift is under the $50 gift limit for one who has a legislative or administrative interest in any matter subject to the decision or vote of the district employee.

The employee may receive district or school logo apparel as part of the employee's official compensation package.

District employees will not engage in, or have a personal financial interest in, any activity that raises a reasonable question ~~of conflict~~ regarding the use of ~~interest with~~ their official position in regards to their duties and responsibilities as ~~staff members.~~ district employees. This would also apply to any personal financial benefit for the district employee's relative or member of household of the employee, or any business with which the district employee or a relative or member of the household of the district employee is associated.

This means that:

1. Employees, relatives or members of the district employee's household will not use ~~their~~the employee's position to obtain financial gain or avoidance of financial detriment from students, parents or staff;

2. —Any device, publication or any other item developed during the employee's paid time shall be district property;

3. —Employees will not further personal gain through the use of confidential information gained in the course of or by reason of position or activities in any way;

4. —No district employee may serve as a Board or budget committee member in the district;— [.][;] [A district or charter school substitute bus driver in a district with an average daily membership of 50 or less may serve as a Board member;;]

5. —An employee will not perform any duties related to an outside job during his/her regular working hours or during the additional time that he/she needs to fulfill the position's responsibilities; nor will an employee use any district facilities, equipment or materials in performing outside work;

6. —If an employee authorizes a public contract, the employee may not have a direct beneficial financial interest in that public contract for two years after the date the contract was authorized.

If anan district employee has a potential or actual conflict of interest, the district employee must notify his/her supervisor in writing of the nature of the conflict and request that the supervisor dispose of the matter giving rise to the conflict. This must be done on each occasion the district employee is met with a conflict of interest.

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

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

In order to avoid both potentialviolation of nepotism provisions and actual conflicts of interestsdistrict policy, district employees must abide by the following rules when an employee's relative or member of the household of the district employee, is seeking and/or holds a position with the district:

1. —A district employee may not appoint, employ, promote, discharge, fire, or demote or advocate for such an employment decision for a relative or a member of the household, unless he/she complies with the conflict of interest requirements of Oregon Revised Statute (ORS) Chapter 244.- This rule does not apply to employment decisions regarding unpaid volunteer position, unless it is a Board-related position;

2. A district employee may not participate as a public official in any interview, discussion, or debate regarding the appointment, employment, promotion, discharge, firing, or demotion of a relative or a member of the household. An employee may still serve as a reference, provide a recommendation, or perform other acts that are part of the normal job functions of the employee;

3. More than one member of an employee's family may be hired as a regular district employee. In accordance with Oregon law, however, the district may refuse to hire individuals, or may transfer current employees, in situations where an appointment would place one family member in a position of exercising supervisory, appointment or grievance adjustment authority over another member of the same family. [Employees who are members of the same family may not be assigned to work in the same building except by the superintendent's approval.]

~~In the *conflict of interest context:*~~

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

"Relative" means: the spouse[1], parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law of the employee; or the parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law of the spouse of the employee. Relative also includes any individual for whom the employee has a legal support obligation, whose employment provides benefits[2] to the employee, or who receives any benefit from the employee's public employment.

II. Gifts

District employees must comply with the following rules involving gifts:

Employees are public officials and therefore will not solicit or accept a gift or gifts with an aggregate value in excess of $50 from any single source in a calendar year that has a legislative or administrative interest in any matter subject to the decision or vote of the district employee. All gift-related provisions apply to the employee, their relatives, and members of their household. The $50 gift limit applies separately to the employee, and to the employee's relatives or members of household, meaning that the employee and each member of their household and relative can accept up to $50 each from the same source/gift giver~~."~~. A gift may be received by the district employee from, but not limited to, another district employee, a student or parent of a student or a vendor within the $50 gift limit. Except for exclusions in ORS 244.040(2), an item received by an employee from the district is prohibited.

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

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[1] The term spouse includes domestic partner.

[2] Examples of benefits may include, but not be limited to, elements of an official compensation package including benefits such as insurance, tuition or retirement allotments.

"Relative" means: the spouse[3], parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law of the employee; or the- parent, step-parent, child, sibling, step-sibling, son-in-law or daughter-in-law of the spouse of the employee. -Relative also includes any individual for whom the employee has a legal support obligation, whose employment provides benefits[4] to the employee, or who receives any benefit from the employee's public employment.

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

Determining the Source of Gifts

Employees, the employee's relatives or members of the employee's household should not accept gifts in any amount without obtaining information from the gift giver as to who is the source of the gift. -It is the employee's personal responsibility to ensure that no single source provides gifts exceeding an aggregate value of $50 in a calendar year, if the source has a legislative or administrative interest in any matter subject to the decision or vote of the district employee. -If the giver does not have a legislative or administrative interest, the ~~ethics rules on gifts do~~$50 limit does not apply and the employee need not keep track of it, although they are advised to do so anyway in case of a later dispute.

Determining Legislative and Administrative Interest

A "legislative or administrative interest" means an economic interest, distinct from that of the general public, in any action subject to the official decision of an employee.

A "decision" means an act that commits the district to a particular course of action within the employee's scope of authority and that is connected to the source of the gift's economic interest. -A decision is not a recommendation or work performed in an advisory capacity.- If a supervisor delegates the decision to a subordinate but retains responsibility as the final decision maker, both the subordinate and supervisor's actions would be considered a "decision~~."~~.

Determining the Value of Gifts

The fair market value of the merchandise, goods, or services received will be used to determine benefit or value.

"Fair market value" is the dollar amount goods or services would bring if offered for sale by a person who desired, but was not obligated, to sell and purchased by one who is willing, but not obligated, to buy. Any portion of the price that was donated to charity, however, does not count toward the fair market value of the gift if the employee does not claim the charitable contribution on personal tax returns. Below are acceptable ways to calculate the fair market value of a gift:

[3] Ibid. p. ~~2~~3

[4] Ibid. p. ~~2~~3

1. In calculating the per person cost at receptions or meals the payor of the employee's admission or meal will include all costs other than any amount donated to a charity.

   For example, a person with a legislative or administrative interest buys a table for a charitable dinner at $100 per person. If the cost of the meal was $25 and the amount donated to charity was $75, the benefit conferred on the employee is $25. This example requires that the employee does not claim the charitable contribution on personal tax returns.

2. For receptions and meals with multiple attendees, but with no price established to attend, the source of the employee's meal or reception will use reasonable methods to determine the per person value or benefit conferred. The following examples are deemed reasonable methods of calculating value or benefit conferred:

   a. The source divides the amount spent on food, beverage and other costs (other than charitable contributions) by the number of persons whom the payor reasonably expects to attend the reception or dinner;
   b. The source divides the amount spent on food, beverage and other costs (other than charitable contributions) by the number of persons who actually attend the reception or dinner; or
   c. The source calculates the actual amount spent on the employee.

   ~~3.~~ Upon request by the employee, the source will give notice of the value of the merchandise, goods, or services received.

   ~~4.~~ Attendance at receptions where the food or beverage is provided as an incidental part of the reception is permitted without regard to the fair market value of the food and beverage provided.

Value of Unsolicited Tokens or Awards: Resale Value

Employees may accept unsolicited tokens or awards that are engraved or are otherwise personalized items. Such items are deemed to have a resale value under $25 (even if the personalized item cost the source more than $50), unless the personalized item is made from gold or some other valuable material that would have value over $25 as a raw material.

Entertainment

Employees may not solicit or accept any gifts of entertainment over $50 in value from any single source in a calendar year that has a legislative or administrative interest in any matter subject to the decision of the employee unless:

1. The entertainment is incidental to the main purpose of another event (i.e., a band playing at a reception). Entertainment that involves personal participation is not incidental to another event (such as a golf tournament at a conference); or

2. The employee is acting in their official capacity for a ceremonial purpose.

Entertainment is ceremonial when an employee appears at an entertainment event for a "ceremonial purpose" at the invitation of the source of the entertainment who requests the presence of the employee at a special occasion associated with the entertainment. Examples of an appearance by an employee at an entertainment event for a ceremonial purpose include: throwing the first pitch at a baseball game, appearing in a parade and ribbon cutting for an opening ceremony.

Exceptions

The following are exceptions to the ethics rules on gifts that apply to employees:

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

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

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

a. *Organized Planned Events*. Employees are permitted to accept payment for travel conducted in the employee's official capacity, for certain limited purposes:

(1)a. Reasonable expenses (i.e., food, lodging, travel, fees) for attendance at a convention, fact-finding mission or trip, or other meeting do not count toward the $50 aggregate amount IF:

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

i)(a) The giver is a unit of a:

~~a)~~(i) Federal, state, or local government;
~~b)~~(ii) An Oregon or federally recognized Native American Tribe; OR
~~c)~~(iii) Nonprofit corporation.

~~(b)~~(2) The employee is representing the district:

~~i)~~(a) On an officially sanctioned trade-promotion or fact-finding mission; OR
~~ii)~~(b) Officially designated negotiations or economic development activities *where receipt of the expenses is approved in advance by the superintendent*.

~~(2)~~ The purpose of ~~this~~the exception in a. above is to allow employees to attend organized, planned events and engage with the members of organizations by speaking or answering questions, participating in panel discussions or otherwise formally discussing matters in their official capacity. This exception to the gift definition does not authorize private meals where the participants engage in discussion.

4. ~~4.~~ Food or beverage, consumed at a reception, meal, or meeting IF held by an organization and IF the employee is representing the district.

"Reception" means a social gathering. Receptions are often held for the purpose of extending a ceremonial or formal welcome and may include private or public meetings during which guests are honored or welcomed. Food and beverages are often provided, but not as a plated, sit-down meal;

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

6. ~~6.~~ Waiver or discount of registration expenses or materials provided to employee at a continuing education event that the employee may attend to satisfy a professional licensing requirement;

7. ~~7. A gift~~An item received by the employee as part of the usual or customary practice of the employee's private business, employment or position as a volunteer that bears no relationship to the employee's district employment;

8. ~~8.~~ Reasonable expenses paid to employee for accompanying students on an educational trip.

Honoraria

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

The honoraria rules do not prohibit the solicitation or receipt of an honorarium or a certificate, plaque, commemorative token, or other item with a value of $50 or less; or the solicitation or receipt of an honorarium for services performed in relation to the private profession, occupation, avocation, or expertise of the employee.

END OF POLICY

Legal Reference(s):

ORS 244.010 ~~to~~ - 244.400
ORS 332.016
ORS 659A.309

~~OAR 199-005~~
OAR 199-005-0001 ~~to~~ - 199-020-0020

OAR 584-020-0040

OR. ETHICS COMM'N, OR. GOV'T ETHICS LAW, A GUIDE FOR PUBLIC OFFICIALS.

~~HR41/14/16|PH~~

Gervais School District #1

Code: **GBC-AR**
Adopted: 08/19/2010
Revised/Reviewed:
Administrative Change: 05/02/14, 11/25/14

Staff Ethics

District employees are allowed financial benefits as identified in Oregon Revised Statute (ORS) 244.040(2), such as their official compensation package, reimbursed expenses, limited honoraria and unsolicited awards for professional achievement. District employees are prohibited from using or attempting to use his/her district position to obtain a financial gain or to avoid a financial detriment for the district employee, a relative or member of the household of the employee, or any business with which the employee or a relative or member of the household of the employee is associated, if the opportunity for financial gain or avoidance of a financial detriment would not otherwise be available but for the employee's position with the district. Specifically, this means that:

1. Employees will not use district equipment for personal use, unless it is available to a significant segment of the general public. This includes, but is not limited to, the personal use of the district's:

   a. Fax machine[1];
   b. Phones to make long distance personal calls;
   c. District vehicles;
   d. Professional technology equipment (e.g., wood shop, automotive shop, CAD); and
   e. Athletic facilities (e.g., pool or weight room).

   Further, the district's supplies, facilities, equipment, employees, records or any other public resources are not to be used to engage in private business interests. For example, the district's computer cannot be used to sell products on an auction website during school hours.

2. When employees are traveling on official district business, any gift given because of this travel must be either declined or passed on to the district for use for future district travel. For example, if the hotel where the employee is staying gives the employee a free night's stay on a future visit, this must be declined or given back to the district for future district travel. The frequent flyer miles earned when traveling on official district business can only be used for district travel. If the employee's spouse is traveling with the employee, the employee is responsible for all additional charges (i.e., additional room charge).

3. Employees may not use personal credit cards for district travel or other district business and receive incentives such as cash reimbursements, frequent flyer miles and other benefits based upon the dollar amount of purchases made.

[1] The district could establish a fee schedule that would allow only district employees to pay for the personal use of the district fax machines. If the district established a fee schedule for the use of fax machines the fee schedule must be equal to or exceed the prevailing rates offered at commercial businesses.

4. Employees may not use discounts offered by private companies for the employee's personal benefit if the discount is only offered because of the employee's official position. For example, an office supplies store provides all teachers a 10 percent discount. Because the teachers are receiving this discount only because of their official position, they cannot use the discount to purchase personal items. Teachers may use the discount to purchase items for district use. Employees can also accept the discount if it is also available to a substantial segment of the population who are not public officials.

5. Employees may accept free passes to district extracurricular events if they are attending these events in their official capacity (i.e., chaperoning, ticket sales or managing concession sales). In order to promote employee participation in extracurricular activities, the district may include free passes in employees' official compensation packages or employees may be reimbursed by the district for the cost of admission.

6. The employee's district position is not to be used to take official action that could have a financial impact on a private business with which, the employee, a relative or member of the employee's household are associated. For example, if the employee's brother owns a pest-control business which is seeking a contract with the district, and the employee is part of the decision-making process, the employee must declare an actual conflict of interest in writing, describing the nature of the employee's conflict, and provide this to the employee's supervisor.

7. Confidential information gained as a district employee is not to be used to obtain a financial benefit for the employee, a relative or member of the ~~public official's~~employee's household or a business with which any are associated. For example, the employee should not use the information that a student in his/her class is falling behind in math to provide the parents a referral to the ~~employees'~~employee's sister's tutoring business.

8. District employees who mentor student teachers may not receive direct payments from sponsoring colleges or universities. The payment may be provided by the college or university to the district, which can then distribute the compensation to the teachers as an element of their official compensation package.

9. District employees must follow Oregon Government Ethics Commission guidelines for outside employment if the employee acts as a chaperone for student group trips on personal time and the district employee accepts compensation in the form of travel expenses from a private business or organization. Specifically, district employees must conduct all activities related to the trip on personal time and cannot use the classroom or school environment to plan the off-campus trip. Employees may use district facilities for this purpose only if they comply with the district's public use of facilities policy. It is not an ethics violation for the employee to accept reasonable expenses for accompanying students on an education trip.

These restrictions do not apply if the teacher is chaperoning students on a fact-finding mission that is officially sanctioned by the Board. ~~The definition of a "fact-finding mission" is, in part, any activity related to a cultural or educational purpose. *See* OAR 199-005-0020(3)(a). The district employee must be directly and immediately associated with the event or location being visited. If a district employee only acts as a chaperone and does not provide instruction or guidance for the students in language usage or cultural events, the trip may not meet the requirements of ORS~~

~~244.020(6)(H)(i). Further, the employee can only accept the reimbursement of reasonable travel expenses from the private company, not any further compensation.~~

~~These restrictions do not apply if the district compensates the district employee for chaperoning the trip.~~

~~6/12/14 | PH~~

Gervais School District #1

Code: **IGBHE**
Adopted: 02/16/2006
Revised: 05/18/2006, 05/17/2007
Administrative Change: 11/01/2017

Expanded Options Program**

The Board is committed to providing additional options to students enrolled in grades 11 and 12 to continue or complete their education, to earn concurrent high school and college credits and to gain early entry into post-secondary education. The district's Expanded Options Program (EOP) will comply with all requirements of Oregon law (ORS 340) and give priority status to "at-risk" students.

Eligible Students

Eligible students may apply to take courses at an eligible post-secondary institution through the Expanded Options Program. A student is eligible for the EOP if he/she:

1. Is 16 years of age or older at the time of enrollment in a course under the EOP;

2. Is in grade 11 or 12 at the time of enrollment in a course under the EOP or has not yet completed the required credits to be in grade 11 or 12, but the district has allowed the student to participate in the program;

3. Has developed an educational learning plan; ~~and~~

4. Has not successfully completed the requirements for a high school diploma ~~or a modified diploma.~~ . A student who has graduated from high school may not participate ~~;~~; and

5. Is not a foreign exchange student enrolled in a school under a cultural exchange program.

Student Notification

Prior to February 15 of each year, the district shall notify all high school students and the parent or guardian of students of the EOP for the following school year. The district will notify a transfer high school student, or a returning dropout, of the EOP if the student enrolls after the district has issued the February 15 notice. The district will notify a high school student who has officially expressed an intent to

participate in the EOP, and the student's parent or guardian, of the student's eligibility status within 20 business days of the expression of intent.

It is a priority for the district to provide information about the EOP to high school students who have dropped out of school. The district shall establish a process to identify and provide those students with information about the program. The district shall send information about the program to the last-known address of the family of the student.

The notice must include the following:

1. Financial arrangements for tuition, textbooks, equipment and materials;

2. Available transportation services;

3. The effect of enrolling in the EOP on the student's ability to complete high school graduation requirements;

4. The consequences of failing or not completing a post-secondary course;

5. Notification that participation in the EOP is contingent on acceptance by an eligible post-secondary institution;

6. District timelines affecting student eligibility and duplicate course determinations;

7. Exclusion of duplicate courses as determined by the district;

8. The process for a student to appeal the district's duplicate course determination to the Superintendent of Public Instruction or the Superintendent's designee under ORS 340.030;

9. Exclusion of post-secondary courses in which a student is enrolled if the student is also enrolled full time in the resident high school.

Enrollment Process

Prior to May 15 of each year, a student who is interested in participating in the EOP shall notify the district of his/her intent to enroll in eligible- post-secondary courses during the following school year.- A high school transfer student or returning dropout has 20 business days from the date of enrollment to indicate interest.

The district shall review with the student and the student's parent or guardian the student's current status toward meeting all state and district graduation requirements and the applicability of the proposed eligible- post-secondary course to the remaining graduation requirements.

A student who intends to participate in the EOP shall develop an educational learning plan in cooperation with an advisory support team. -An advisory support team may include the student, the student's parent or guardian- and a teacher or a counselor.- The educational learning plan may include:

1. —The student's short-term and long-term learning goals and proposed activities; and

2. ~~2.~~ The relationship of the eligible- post-secondary courses proposed under the EOP and the student's -learning goals.

A student who enrolls in the EOP may not enroll in eligible post-secondary courses for more than the equivalent of two academic years. -A student who first enrolls in the EOP in grade 12 may not enroll in eligible post-secondary courses for more than the equivalent of one academic year. -If a student first enrolls in an eligible post-secondary course in the middle of the school year, the time of participation shall be reduced proportionately. -If a student is enrolled in a year-round program and begins each grade in the summer session, summer sessions are not counted against the time of participation.

Duplicate Courses

The district will establish a process to determine duplicate course designations. -The district will notify an eligible student and the student's parent or guardian, of any course the student wishes to take that the district determines is a duplicate course, within 20 business days after the student has submitted a list of intended courses.

A student may appeal a duplicate course determination to the Board based on evidence of the scope of the course. -The Board will issue a decision on the appeal within 30 business days of receipt of the appeal.- If the appeal is denied by the Board, the student may appeal the district's determination to the Superintendent of Public Instruction or designee under ORS 340.030.

Expanded Options Program Annual Credit Hour Cap

The number of quarter credit hours that may be awarded by a high school under the EOP is limited to an amount equal to the number of students in grades 9 through 12 enrolled in the high school multiplied by

a factor of 0.33. -For example, the cap for a high school with 450 students in grades 9 through 12 would be 148.5 (450 X 0.33 = 148.5). -(The caps must be established separately for each high school.)

At the district's discretion, the district may choose to exceed both the individual high school level cap and the aggregate district level cap. -If the district has more eligible students than are allowed under the credit hour cap the district shall establish a process for selecting eligible students for participation in the program. -The process will give priority for participation to students who are "at risk." An "at-risk student" means: (1) a student who qualifies for a free or reduced price lunch program; or (2) an at-risk student as defined by rules adopted by the State Board of Education if it has adopted rules to define an at-risk student.

If the district has not exceeded the credit hour cap, the district shall ensure that all eligible at-risk students are allowed to participate in the EOP and may allow eligible students who are not at-risk to participate in the program.

Post-Secondary Institution Credit

Prior to beginning an eligible post-secondary course, the district shall notify the student of the number and type of credits that the student will be granted upon successful completion of the course. -If there is a dispute between the district and the- student regarding the number or type of credits that the district will or has granted to a student for a particular course, the student may appeal the district's decision to the Board.

Credits granted to a student shall be counted toward high school graduation requirements and subject area requirements of the state and the district. -Evidence of successful completion of each course and credits granted shall be included in the student's education record. -A student shall provide the district with a copy of the student's grade in each course taken for credit under the EOP. -The student's education record shall indicate that the credits were earned at an eligible post-secondary institution.

Financial Agreement

The district shall negotiate in good faith a financial agreement with the eligible post-secondary institution for the payment of actual instructional costs associated with the student's enrollment, including tuition, textbooks, equipment and materials.

Waiver

A district may request a waiver from the Superintendent of Public Instruction if:

1. —Compliance would adversely impact the finances of the district; or

2. ~~2.~~ Accel Programs are offered by the district (i.e., Dual Credit, Sponsored-Based Dual Credit, Assessment-Based Dual Credit, Articulated Career Technical Education (CTE) courses, two-plus-two

programs, Advanced Placement (AP), International Baccalaureate Programs or other locally developed program that offers Accelerated College Credit to their respective high school student).

Student Reimbursement

Students are not eligible for any state student financial aid for college coursework, but students may apply to the district for reimbursement for any textbooks, fees, equipment or materials purchased by the student that are required for an eligible post-secondary course. -All textbooks, fees, equipment and materials provided to a student and paid for by the district are the property of the district.

Transportation Services

The district may provide transportation services to eligible students who attend post-secondary institutions within the education service district boundaries of which the district is a component district.

Special Education Services

The district of an eligible student participating in the EOP shall be responsible for providing any required special education and related services to the student. If a post-secondary institution intends to provide special education and related services to an EOP participant, the institution shall enter into a written contract with the district of the student. -The contract shall include the following at a minimum:

1. —Allowance for the student to remain in the program during the pendency of any special education due process hearing unless the ~~parents~~parent or guardian- and district agree otherwise;

2. ~~2.~~ Immediate notification to the district if the institution suspects that a student participating in the program may have a disability and requires special education or related services;

3. ~~3.~~ Immediate notification to the district if the student engaged in conduct that may lead to suspension or expulsion; and

4. ~~4.~~ Immediate notification to the district of any complaint made by the ~~parents~~parent or guardian of the student regarding the student's participation in the program at the institution.

District Alternative Programs

The EOP does not affect any program, agreement or plan that existed on January 1, 2006 between the district and a post-secondary institution, which has been continued or renewed.

Any new program, agreement or plan that is developed after January 1, 2006 may be initiated at the discretion of the district and the post-secondary institution.

END OF POLICY

Legal Reference(s):

ORS 329.485
ORS 332.072
ORS 336.615 ~~to~~ - 336.665
ORS Chapter 340

Every Student Succeeds Act of 2015, 20 U.S.C. ~~§~~§§ 1111-1605; ~~§~~§§ 3111-3203 (~~2017~~2012).
McKinney-Vento Homeless Assistance Act, Subtitle VII-B, reauthorized by Title IX-A of the Every Student Succeeds Act, 42 U.S.C. §§ 11431-11435 (~~2017).~~

~~HR9/28/17|RS~~2012).

Gervais School District #1

Code: **IGBHE-AR(1)**
Adopted: 05/17/2007

~~Expanded Options Program Notification~~

~~Gervais School District~~
~~PO Box 100 – 290 First Street~~
~~Gervais, OR 97026~~
~~PH: 503-792-3801~~

Revised/Reviewed: ___

Annual Expanded Options Program Notification

[District Name]
[Street]
[City], Oregon [Zip]
Phone: [Number]

Date: _____

Student/Parent(s~~):~~ _____

_____) or Guardian(s): _____

Address: _____

Dear _____,
(Student/Parent(s))

We are sending you thisThis notice asis required by law to notify you of potential opportunities under the Expanded Options Program (EOP).) for your student. Your childstudent may qualify as an eligible student to participate in the EOP for the following school year if your childstudent meets the criteria below and has not already graduated from high school. If your child has completed course requirements for graduation but has not received a diploma, your child may still be eligible to participate in EOP. If you are hosting a foreign exchange student, foreign exchange students are not permitted to participate in EOP.

Definitions

You Your student may be permitted to participate if you arehe/she is an eligible student applying to an eligible post-secondary institution for an eligible post-secondary course. An "eligible student" means a student enrolled in a public school and who:

1. Is in grade 11 or 12 or who is Is 16 years of age ofor older when enrolling for a post-secondary at the time of enrollment in a course under the EOP;

2. Is in grade 11 or 12 at the time of enrollment in a course under the EOP or has not yet completed the required credits to be in grade 11 or 12, but the district has allowed the student to participate in the program;

2.3. Has developed an educational learning plan; and as described in Board policy IGBHE - Expanded Options Program;

3. Has not successfully completed four years of high school; or

4. Has successfully completed course the requirements for graduation but not received a a high school diploma; and

5. Is not a foreign exchange student enrolled in a school under a cultural exchange program.

An "eligible post-secondary institution" means:

1. A community college;

2. A ~~state institution of higher education~~public university listed in ~~the Oregon University System~~ORS 352.002; and

3. The Oregon Health and ~~Sciences~~Science University.

An "eligible post-secondary course" means~~:~~

~~1. Any~~ any nonsectarian course or program offered through an eligible post-secondary institution if the course or program may lead to high school completion, a certificate, professional certification, associate degree or baccalaureate degree. It includes academic courses, career and technical education courses and distance education courses. It does not include a duplicate course, which is defined as "a course with a scope that is identical to the scope of another course".

~~2. It includes academic and professional technical courses and distance education courses.~~

~~3. It does not include a duplicate course, which is defined as course with a scope that is identical to the scope of another course.~~

Purpose

The purpose of this program is to:

~~1. Create a seamless education system for students enrolled in grades 11 and 12 to:~~

~~a. Have additional options to continue or complete their education;~~
~~b. Earn concurrent high school and college credits; and~~
~~c. Gain early entrance into post-secondary education.~~

~~2. Promote and support existing accelerated college credit programs, and support the development of new programs that are unique to a community's secondary and postsecondary relationships and resources.~~

~~3.~~1. Allow eligible students who participate in the ~~Expanded Options Program~~EOP to enroll full-time or part-time in an eligible post-secondary institution~~.~~; and

~~4.~~2. Provide public funding to the eligible post-secondary institutions for educational services to eligible students to offset the cost of tuition, fees, textbooks, equipment and materials for students who participate in the ~~Expanded Options Program~~EOP.

Graduation and Course Credit

Participating in the EOP will not adversely affect your ~~child's~~student's ability to graduate because credit received from successfully completing an eligible post-secondary course may be applied ~~towards~~toward high school graduation requirements. ~~-~~If, however, your ~~child~~student does not receive a passing grade in the eligible post-secondary course, your student may not receive credit ~~towards high school graduation. Failure to successfully complete an eligible post-secondary course may affect your child's ability to remain in or re-enroll in EOP~~toward high school graduation.

Selection

~~All~~An eligible ~~students~~student may apply for the EOP, but ~~all~~an eligible ~~students~~student who ~~apply~~applies may not be accepted because of space limitations. ~~-~~Enrollment in the EOP may be limited because of caps on total credit hours that will be awarded by the high school. ~~-~~Unless notified otherwise, the total number of credits awarded under the EOP by each high school equals one-third of its enrollment in grades 9 through 12. ~~-~~(For example, if high school enrollment in grades 9~~-~~ through 12 is 1,000 students, the high school may award no more than 330 credit hours for all students in the EOP.) If qualified applications to the EOP exceed space limitations, the district will ~~conduct~~establish a ~~lottery to fill slots and will give~~process that gives priority to ~~eligible students in grade 12.~~

~~When selecting students, the high school will give priority to~~ "at-risk students~~. The definition of an at-risk student is a student who either qualifies for a free or reduced lunch program, or meets state or federal thresholds for poverty which entitles the student for services under certain provisions of the No Child Left Behind Act.~~".

Enrollment and Participation

To be eligible ~~Participation~~, participation in the EOP depends on your ~~child's~~student's acceptance by an eligible post-secondary institution to take an eligible post-secondary course. ~~-~~Your student will not be eligible for state financial aid. ~~-~~Your ~~child~~student will have all costs paid for by the district in the same manner as if your ~~child~~student was attending the public high school. ~~-~~The district will pay for ~~tuition costs.~~ textbooks, fees, equipment or materials and any other cost associated with enrollment. You will be responsible for providing transportation to the eligible post-secondary institution. The district and the eligible post-secondary institution may be able to arrange transportation services, although this service may not always be available, depending on circumstances. If your ~~child~~student receives special education services, the district will continue to provide special education services under an individualized education program (IEP~~.~~).

Your ~~child~~student is expected to comply with the same behavior and attendance standards as if the ~~child~~student was attending the public high school.~~-~~ Failure to successfully complete an eligible post-secondary course or make satisfactory progress in the course may result in no credit received toward graduation, removal from the EOP ~~or~~, disciplinary action or referral to law enforcement.

Your ~~child~~student may participate in the EOP for no more than two years. ~~-~~After two years, your ~~child~~student is no longer eligible. ~~-~~If your ~~child~~student is in grade 12 when he or she first enrolls, he/she may participate no more than the equivalent of one academic year in the EOP. ~~-~~If ~~you are~~your student is enrolled in high school full~~-~~-time and ~~you are~~he/she is taking a post-secondary course, ~~you~~he/she will not

be awarded credit for that course under the EOP. If a student first enrolls in an eligible post-secondary course in the middle of the school year, the time of participation shall be reduced proportionately. If a student is enrolled in a year-round program and begins each grade in the summer session, summer sessions are not counted against the time of participation.

If your ~~child~~student intends to enroll in a course that is already offered by the district, *i.e.*, a duplicate course, your ~~child~~student will not be eligible to participate in the EOP. ~~A~~ You will be notified within 20 business days after the student has submitted the list of intended courses if a specific course is denied and is considered a duplicate course. A "duplicate course" is one with a scope that is ~~similar in content and scope~~ identical to the scope of another course ~~already offered by or through the district.~~ . Your child should consider district-provided, educational alternative programs that offer post-secondary level courses. ~~They include: College Credit NOW courses.~~

If you disagree with the district's assessment that a course is a duplicate course as determined by the district, you may appeal the decision under the procedures outlined below.

Contested Decisions/Appeal

If you disagree with the district's determination that a course is a duplicate course, you may appeal ~~first~~ to the ~~superintendent.~~ Board. Your appeal must be in writing and contain at a minimum the following information: (1) name of student; (2) name of post-secondary course; (3) detailed description of post-secondary course; (4) name of duplicate course offered by high school; (5) detailed description of duplicate course offered by high school; and (6) reasons why you believe course is not a duplicate. You must initiate your appeal within ~~5~~five days of receiving notification that the post-secondary course is a duplicate~~. The superintendent will issue a written decision within 10 days~~.

The Board will issue a written decision on the appeal within 30 business days of receipt of the appeal.

If dissatisfied with the ~~superintendent's~~Board's decision, you may appeal ~~next to the school district board. Your appeal must be in writing. You must initiate your appeal within 10 days of receiving the superintendent's determination that~~ the ~~post-secondary course is a duplicate. The board will issue a written decision within 20 days.~~

~~If dissatisfied with the board's~~ decision~~, you may appeal~~ to the Superintendent of Public Instruction or designee ~~after exhausting local procedures or after 45 days from filing a written complaint with the school district, whichever occurs first. If you appeal to the Superintendent of Public Instruction or designee, you must comply with all requirements~~ under ~~OAR 581-022-1940~~Oregon Revised Statute (ORS) 340.030.

Student Notification to District

If you have questions, please call the district office. Please respond to this notice before ~~March 1st of~~May 15 if your ~~intent~~student intends to enroll in an eligible post-secondary course during the following school year. If ~~you decide~~your student decides to enroll in an eligible post-secondary course, we will schedule a meeting with your advisory support team to develop an educational learning plan that addresses your student's short-term and long-term academic and career goals. Thank you for your cooperation.

Sincerely,

~~CHS~~ [Superintendent or designee] [Principal

~~11/14/06 | PD~~]

Gervais School District #1

Code: **IKF**
Adopted: Unknown
Revised/Readopted: 12/20/90, 7/15/93, 3/15/01, 02/16/06, 10/16/08, 01/20/11, 5/19/11, 11/29/16, 4/19/18

Graduation Requirements** ~~(Version 2)~~

(This policy requires an administrative regulation, see IKF-AR.)

(Version 2)

The Board will establish graduation requirements for the awarding of a high school diploma, a modified diploma, an extended diploma and an alternative certificate which meet or exceed state requirements. A student may satisfy graduation requirements in less than four years. The district will award a diploma to a student fulfilling graduation requirements in less than four years if consent is given by the student's parent or guardian or by the student if he/she is 18 years of age or older or emancipated.

If the district requires diploma requirements beyond the state requirements, the district shall grant a waiver for those requirements to any student who, at any time from grade 9 to 12, was:

1. A foster child[1];

2. Homeless;

3. A runaway;

4. A child in a military family covered by the Interstate Compact on Educational Opportunity for Military Children;

5. A child of a migrant worker; or

6. Enrolled in the Youth Corrections Education Program or the Juvenile Detention Education Program.

[1] As defined in ORS 30.297.

For any student identified above, the district shall accept any credits earned by the student in another district or public charter school, applying those credits toward the state requirements for a diploma if the credits satisfied those requirements in that other district or public charter school[2].

The district will ensure that students have onsite access to the appropriate resources to achieve a diploma, a modified diploma, an extended diploma or an alternative certificate at each high school. The district will provide age-appropriate and developmentally appropriate literacy instruction to all students until graduation.

Essential Skills

The district [will] [will not] allow English Language Learner (ELL) students to demonstrate proficiency in the Essential Skills of Apply Mathematics in a variety of settings, in the student's language of origin for those ELL students who by the end of high school:

7.1. Are on track to meet all other graduation requirements; and

8.2. Are unable to demonstrate proficiency in the Essential Skills in English.

The district [will] [will not] allow ELL students to demonstrate proficiency in Essential Skills other than Apply Mathematics in a variety of settings, in the student's language of origin for those ELL students who by the end of high school:

9.1. Are on track to meet all other graduation requirements;

10.2. Are unable to demonstrate proficiency in the Essential Skills in English;

11.3. Have been enrolled in a U.S. school for five years or less; and

12.4. Have demonstrated sufficient English language skills using the English Language Proficiency Assessment for the 21st Century (ELPA21)[3].

[[4]The district will develop procedures to provide assessment options as described in the *Essential Skills and Local Performance Assessment Manual*, in the ELL student's language of origin for those ELL students who meet the criteria above, and will develop procedures to ensure that locally scored assessment options administered in an ELL student's language of origin are scored by a qualified rater.]

[2] For a high school diploma awarded on or after January 1, 2018.

[3] This criteria does not apply to students seeking a diploma in 2017-2018.

[4] [This paragraph is required if the district allows ELL students to demonstrate proficiency in Essential Skill of Apply Mathematics and other courses.]

The district may not deny a student, who has the documented history of an inability to maintain grade level achievement due to significant learning and instructional barriers, or of a medical condition that creates a barrier to achievements, the opportunity to pursue a diploma with more stringent requirements than a modified diploma or an extended diploma for the sole reason the student has the documented history.

The district may award a modified diploma or an extended diploma to a student only upon the written consent of the student's parent or guardian. The district shall receive the written consent during the school year in which the modified diploma or the extended diploma is awarded. A student who is emancipated or has reached the age of 18 at the time the modified diploma or the extended diploma is awarded may sign the consent.

A student shall have the opportunity to satisfy the requirements for a modified diploma, an extended diploma or an alternative certificate in either four years after starting the ninth grade, or until the student reaches the age of 21, if the student is entitled to a public education until the age of 21 under state or federal law.

A student may satisfy the requirements for a modified diploma, an extended diploma or an alternative certificate in less than four years but not less than three years. In order to satisfy the requirements for a modified diploma, an extended diploma or an alternative certificate in less than four years, the student's parent or guardian or a student who is emancipated or has reached the age of 18 must provide written consent which clearly states the parent, guardian or student is waiving the fourth year and/or years until the student reaches the age of 21. A copy of the consent will be forwarded to the district superintendent who will annually report to the Superintendent of Public Instruction the number of such consents.

Beginning in grade five when a student is taking an alternative assessment or after a documented history to qualify for a modified diploma, an extended diploma or an alternative certificate has been established, the district will annually provide to the parents or guardians of the student, information about the availability and requirements of a modified diploma, an extended diploma and an alternative certificate.

A student who qualifies to receive or receives a modified diploma, an extended diploma or an alternative certificate shall have the option of participating in a high school graduation ceremony with the student's class.

A student who receives an extended diploma or an alternative certificate shall have access to individually designed instructional hours, hours of transition services and hours of other services that equals at least the total number of instructional hours that is required to be provided to students who are attending a public high school, as determined by the individualized education program (IEP) team.

A student who ~~qualifies to receive a modified diploma but has not yet been awarded the~~has received a modified diploma shall continue to have access to individually designed instructional hours, hours of transition services and hours of other services that are designed to meet the unique needs of the student.[5]

[5] ~~A student who received a modified diploma prior to July 1, 2018, shall continue to have access to instructional hours, hours of transition services and hours of other services that are designed to meet the unique needs of the student.~~

The district will award to students with disabilities a document certifying successful completion of program requirements. No document issued to students with disabilities educated in full or in part in a special education program shall indicate that the document is issued by such a program. When a student who has an IEP completes high school, the district will give the student an individualized summary of performance.

Eligible students with disabilities are entitled to a Free Appropriate Public Education (FAPE) until the age of 21, even if they have earned a modified diploma, an extended diploma, an alternative certificate or completion of a General Education Development document. The continuance of services for students with disabilities for a modified diploma, an extended diploma or an alternative certificate is contingent on the IEP team determining the student's continued eligibility and special education services are needed.

Students and their parents will be notified of graduation and diploma requirements.

[The district will review graduation requirements biennially in conjunction with the secondary school improvement plan. Graduation requirements may be revised to address student performance.]

The district may not deny a diploma to a student who has opted-out of the statewide assessments if the student is able to satisfy all other requirements for the diploma. Students who opt-out will need to meet the Essential Skills graduation requirement using another approved assessment option.

The district will issue a high school diploma, upon request and pursuant to Oregon law (ORS 332.114), to a person or a representative of a deceased person who served in the U.S. Armed Forces[6] and the person was discharged or released under honorable conditions.

The district shall establish conduct and discipline consequences for student-initiated test impropriety. "Student-initiated test impropriety" means student conduct that is inconsistent with the *Test Administration Manual* or accompanying guidance; or results in a score that is invalid.

END OF POLICY

Legal Reference(s):

[6] The policy applies to any person who:

1. Served in the Armed Forces of the U.S. at any time during:
   a. World War I;
   b. World War II;
   c. The Korean Conflict; or
   d. The Vietnam War;
2. Served in the Armed Forces of the U.S. and was physically present in:
   a. Operation Urgent Fury (Grenada);
   b. Operation Just Cause (Panama);
   c. Operation Desert Shield/Desert Storm (Persian Gulf War);
   d. Operation Restore Hope (Somalia);
   e. Operation Enduring Freedom (Afghanistan); or
   f. Operation Iraqi Freedom (Iraq);
3. Served in the Armed Forces of the U.S. in an area designated as a combat zone by the President of the U.S.

~~ORS 329.045~~
~~ORS 329.095~~
ORS 329.045
ORS 329.451
ORS 329.479
ORS 332.107
ORS 332.114
ORS 339.115
ORS 339.505
ORS 343.295
~~OAR 581-022-1910~~
OAR 581-022-1910
OAR 581-022-2000
OAR 581-022-2010
OAR 581-022-2015
OAR 581-022-2020
OAR 581-022-2025
OAR 581-022-2030
OAR 581-022-2115
OAR 581-022-2120
OAR 581-022-250
Test Administration Manual

, published by the OREGON DEPARTMENT OF EDUCATION (~~FEBRUARY 4, 2016~~2017-18).
Essential Skills and Local Performance Assessment Manual, published by the OREGON DEPARTMENT OF EDUCATION (~~MARCH 17, 2016~~JANUARY 22, 2018).

~~R2/08/18 | PH~~

Gervais School District 1

Code: JBA/GBN
Adopted: Unknown
Revised/Readopted: 3/21/96, 10/17/02

Sexual Harassment

The
It is the policy of the Board to maintain a learningis committed to the elimination of sexual harassment in district schools and working environment that activities. Sexual harassment is free from any kind of harassment, discrimination,strictly prohibited and/ shall not be tolerated. This includes sexual harassment of students, staff members, or intimidation. Harassment of third parties on or immediately adjacent to district property, at any district-sponsored activity, on any district-provided transportation or at any official district bus stop by other students, staff members, Board members or third parties. "Third parties" include, but are not limited to, school volunteers, parents, school visitors, service contractors or others engaged in district business, such as employees of businesses or organizations participating in cooperative work programs with the district and students will not be tolerated in the district or during any district activity. others not directly subject to district control at interdistrict and intradistrict athletic competitions or other school events. "District and" includes: district activities include the following:

- District facilities;

- District district premises;

- District property, including school buses;

- Non-district and nondistrict property if the employeestudent or staff member is at any district-sponsored, district-approved or district-related activity or function; and

- Field, such as field trips, or athletic events, or other activities where students are under the controljurisdiction of the district; or where the employeestaff member is engaged in district business. The prohibition also includes off duty conduct which is incompatible with district job responsibilities.

The district specifically prohibits sexual harassment and discrimination in its education programs and activities. No employee or student of the district shall be subjected to sexual harassment or discrimination, and it shall be a violation of this policy for any member of the staff or any student to engage in any form ofSexual harassment and/or discrimination. All persons are to be treated with respect and dignity.

Harassment includes, but is not limited to, racial, religious, national origin, age, marital status, disability and sexual harassment. Sexual harassment of students, staff members or third parties shall include, but is not be limited to, unwelcome sexual advances, requests for sexual favors and other verbal, nonverbal or physical conduct of a sexual nature when:

1. The employee's submissionThe conduct or communication has the purpose or effect of demanding

sexual favors in exchange for benefits;

- Submission to or rejection of the conduct or communication is made a term or condition of employment;

- 2. The employee's submission to, or rejection of, the conduct or communication is used as the basis for educational decisions affecting a student or employment andor assignment of staff members;

3. The conduct or communication is so severe, persistent or pervasive that it has the purpose or effect of unreasonably interfering with a student's educational performance or with a staff member's ability to perform job responsibilities; or creates an intimidating, offensive or hostile educational or working environment. Relevant factors to be considered will include, but not be limited to, did the individual view the environment as hostile; was it reasonable to view the environment as hostile; the nature of the conduct; how often the conduct occurred and how long it continued; age and sex of the complainant; whether the alleged harasser was in a position of power over the student or staff member subjected to the harassment; number of individuals involved; age of the alleged harasser; where the harassment occurred; and other incidents of sexual harassment at the school involving the same or other students, staff members or third parties.

Examples of sexual harassment may include, but not be limited to, physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials; sexual gestures or obscene jokes; touching oneself sexually or talking about one's sexuality in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.

All complaints about behavior that may violate this policy shall be promptly investigated. Any students, staff members or third parties who has knowledge of conduct in violation of this policy or feels they are a victim of sexual harassment must immediately report their concerns to the principal, compliance officer or superintendent, who has overall responsibility for all investigations. Students may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official.

Upon receipt of a complaint by a student, student's parents, staff member or a third party alleging behavior that may violate this policy, the district shall provide written notice as required by Oregon Revised Statute (ORS) 342.704(4) to the complainant.

The student and/or the student's parents, the staff member or the third party who initiated the complaint shall be notified that the investigation has been concluded and as to whether a violation of this policy was found to have occurred to the extent allowable under state and federal confidentiality laws.

The initiation of a complaint in good faith about behavior that may violate this policy may not adversely affect the educational assignments or educational environment of a student complainant or any terms or conditions of employment or work environment of the staff member complainant or any terms or conditions of employment or of work or educational environment of a third-party complainant. There shall be no retaliation by the district against any person who, in good faith, reports, files a complaint or otherwise participates in an investigation or inquiry of sexual harassment.

It is the

- The conduct or communication has the purpose or effect of substantially interfering with an individual's work performance;

intent of the Board that appropriate corrective action will be taken by the district to stop the sexual harassment, prevent its recurrence and address negative consequences. Students in violation of this policy shall be subject to discipline up to and including expulsion

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

Other types of harassment may include, but not be limited to, jokes, stories, pictures or objects that are offensive, tend to alarm, annoy, abuse or demean certain protected individuals and groups.

The district is committed to ensuring that problems of harassment and discrimination are appropriately handled and shall be responsible for conducting an investigation in a timely manner when such allegations are made.

Harassment by Board members, employees, parents, students, vendors/or counseling or sexual harassment awareness training, as appropriate. The age and others doing business with maturity of the district is prohibited. An employee whose behavior is found to bestudent(s) involved and other relevant factors will be considered in determining appropriate action. Staff members in violation of this policy willshall be subject to disciplinary actiondiscipline, up to and including dismissal. and/or additional sexual harassment awareness training, as appropriate. Other individuals whose behavior is found to be in violation of this policy willshall be subject to appropriate sanctions as determined and imposed by the superintendent or the Board.

Administrators and supervisors are responsible for their conduct and for their employees' conduct and will be proactive in making the district's policy known by staff and in taking other steps to stop harassment by subordinates when observed or brought to their attention, including warning or disciplining the offending employee. Administrators shall be responsible for educating staff about behavior and conduct which may constitute different types of harassment, sexual harassment, and discrimination and for informing staff about the grievance procedures.

Additionally, the district may report individuals in violation of this policy to law enforcement officials. Licensed staff, staff registered with the Teacher Standards and Practices Commission (TSPC) and those participating in practicum programs, as specified by Oregon Administrative Rules, shall be reported to TSPC.

The superintendent shall ensure appropriate periodic sexual harassment awareness training or information is provided to all supervisors, staff members and students and that annually, the name and position of district officials responsible for accepting and managing sexual harassment complaints, business phone numbers, addresses or other necessary contact information is readily available. This policy as well as the complaint procedure will be made available upon request to all students, parents of students, staff members and third parties, posted on the district's website and published in student/parent and staff handbooks. The district's policy shall be posted on a sign in [[1]all grade 6 through 12 schools] [all schools]. Posted signs shall be at least 8-1/2 inches by 11 inches in size.

[1] [Posting in "all grade 6 through 12 schools" is the minimum requirement per ORS 342.700.]

The superintendent will establish a process of reporting for those employees experiencing or observing acts of harassment. There will be no retaliation by the district against any person who, in good faith, reportsincidents of sexual harassment.

END OF POLICY

Legal Reference(s):

ORS 243.706	ORS 342.865	OAR 581-021-0038
ORS 342.700	ORS 659.850	OAR 584-020-0040
ORS 342.704	ORS 659A.006	OAR 584-020-0041
ORS 342.708	ORS 659A.029	
ORS 342.850	ORS 659A.030	
ORS 243.706		
ORS 342.700	ORS 659.850	OAR 584-020-0040
ORS 342.704	ORS 659A.006	OAR 584-020-0041
ORS 342.708	ORS 659A.029	
ORS 342.850	ORS 659A.030	HB 4150 (2018)
ORS 342.865	OAR 581-021-0038	

Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000(d§ 2000d (2012).
Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000(e§ 2000e (2012).
Title IX of the Education Amendments of 1972, 20 U.S.C. Sections§§ 1681-1683; (2012); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 CFRC.F.R. Part 106 (2000 2017).
Davis v. -Monroe County BoardBd. of Education,Educ., 526 U.S. 629 (1999).
Gebser v. -Lago Vista Independent School District,Indep. Sch. Dist., 524 U.S. 274 (1998).

Gervais School District 1

Code: **JEC/JECA**
Adopted: 12/20/90
Revised/Readopted: 12/19/91, 7/15/93, 5/15/97, 3/12/98, 1/17/08
Administrative Change: 11/01/17

Admission of Resident Students**

A school-age student who lives within the district attendance area between the ages of 5- and- 19 shall be allowed to attend school without paying tuition.

A ~~students~~student who turns 19 years of age during the school year shall continue to be eligible for a free and appropriate public education for the remainder of the school year.

The Board may admit an- otherwise eligible student 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 he/she is shown to be in need of additional education in order to receive a diploma or a modified diploma. -This student may attend school without paying tuition for the remainder of the school year.

The Board shall admit an- otherwise eligible ~~students~~student who has not yet attained age 21 prior to the beginning of the current school year if the student is receiving special education services and:

1. Has not yet received a regular high school diploma; or

~~1.~~Has received a modified diploma~~; or~~

2. ~~Has received~~ , an extended diploma or an alternative certificate.

A student with disabilities shall be considered a resident in which the child's parent or guardian resides under criteria identified in Oregon Revised Statute (ORS) 339.134.

A ~~students~~student with disabilities voluntarily placed outside the home by his/her parent or guardian may continue to attend the school the student was attending prior to the placement as a district resident, when the student's parent or guardian- and school staff can demonstrate it is in the student's best interest.

The Board [will] [will not] [may, based on district criteria~~,~~,] deny regular school admission to a ~~students~~ student who has become a ~~residents~~ resident student and who is under expulsion from another district for reasons other than a weapons policy violation.

The Board shall deny, for at least one calendar year from the date of the expulsion, regular school admission to a- student who has become a ~~residents~~ resident student- and who is under expulsion from another district for a weapons policy violation.

The Board [will] [will not] [may, based on district criteria~~,~~,] provide alternative programs of instruction to a ~~students~~student expelled for a weapons policy violation.

END OF POLICY

Legal Reference(s):
ORS 109.056
ORS 327.006
ORS 339.115
ORS 339.133
ORS 339.134
ORS 433.267

~~HR9/28/17 | RS~~

Gervais School District #1

Code: **JHFE-AR(2)**
Revised/Reviewed: 2/15/18

Abuse of a Child Investigations Conducted on District Premises

An investigation of a report of abuse of a child may be conducted on school premises by an investigator from theThe Department of Human Services (DHS) or a law enforcement agency has the authority to conduct an investigation of a report of child abuse on school premises according to Oregon Revised Statute (ORS) 419B.045. The school administrator must be notified that the investigation is to take place, unless the administrator is a subject of the investigation. The investigator is not required to reveal information about the investigation to the school as a condition of conducting the investigation.

After the investigator provides adequate identification, school staff shall allow access to the child and provide a private space for conducting the interview. The investigator shall be advised by a school administrator or a school staff member of a child's relevant disabling conditions, if any, prior to any interview with the child. The school administrator or designee may, at the investigator's discretion, be present to facilitate the investigation.

I, _____ (name of investigator or worker), am directing _____ (district School staff member) not to notify any person, including the parent or guardian of _____ (name of district. School staff member) not to disclose any information obtained during the investigation pursuant to ORS 419B.045. The DHS or law enforcement agency are responsible for notifying the parents or guardians regarding the investigation pursuant to Oregon Administrative Rule (OAR) 413-015-0420. Pursuant to ORS 419B.045, DHS will assume liability and indemnify the district and its staff for complying with this order.may not notify any other persons, including the child's parent(s) or guardian(s).

_____ _____

Worker/Investigator Badge or ID Number Name (Printed) Name of Agency

Name of Worker's/Investigator's Supervisor

Supervisor Contact Information

Investigator Position and Badge or ID Number

Student Name

School

Investigator Signature

Date

☐ Investigator refused to sign. District staff should not deny entry based on refusal to sign.

FOR COMPLETION BY DISTRICT STAFF

☐ Student not available for interview

~~Name of Administrator Notified~~

☐ Student refused to be interviewed

☐ Administrator participated in interview

Name of Administrator Notified

Name of Office Staff Involved

Name of Participating Administrator

This form should be placed in a separate secure file and not in the student's file.

~~HR9/28/17 | SL~~

Gervais School District #1

Code: **KI**
Adopted: 3/15/18

Public Solicitation in District Facilities

~~Students and staff are to be protected from intrusions by announcements, posters, bulletins and communications of any kind from individuals and organizations not directly connected with the schools.~~

Fund raising and solicitation by non-school agencies or for non-school activities during school hours will not be permitted without prior approval of the [superintendent and/or principal~~.~~].

Demonstrations of services or materials and canvassing of students or employees for the purpose of selling products or services shall not be permitted in either the district's schools or grounds, unless authorized by the [superintendent and/or principal~~.~~].

No non-school-sponsored organization or individual may solicit funds or sell tickets within the district without first securing permission through the [superintendent and/or principal~~.~~].

Whenever possible, solicitation should occur during non-classroom time.

~~The solicitation and sale of travel services to students may be permitted with approval of the superintendent on district property, at activities under the jurisdiction of the district and at interscholastic activities administered by a voluntary organization.~~

~~This includes sale of services to students by any person or group that sells, provides, furnishes, contracts for, arranges or advertises travel services.~~

~~Sellers of travel services must meet the following district criteria:~~

~~1. Belong to an association of sellers of travel certified by the director of the Department of Consumer and Business Services;~~

~~2. Provide proof of errors and omissions insurance;~~

~~3. Provide proof of a client trust account or performance bond~~

~~4. Submit references~~

~~5. Include in all information provided to students and parents that drug, alcohol and tobacco use will be prohibited~~

~~6. Include in all information provided to students and parents a statement that the activity is a non-school-sponsored event.~~

The administration of surveys, questionnaires and requests for information by non-school-connected organizations are ~~disallowed. disallowed~~prohibited. Exceptions may be approved by the superintendent. In the event an exception is granted for the administration or distribution of a survey created by a third party, the district will provide an opportunity for the student's parent to inspect such survey upon request, before the survey is administered or distributed by a school to a student~~, as required by the Every Student Succeeds Act of 2015 (ESSA). ~~. Any district survey containing any "covered survey items"[1] ~~as defined by ESSA,~~ may also be inspected by parents.

Parents may also request that their student be excused from participation in such surveys. ~~-~~Requests may be submitted in accordance with the provisions of Board policy KAB - Parental Rights and accompanying administrative regulation.

As required by law, the superintendent shall ensure that notification is provided to parents of students at least annually at the beginning of the school year or when enrolling students for the first time in school, of the specific or approximate dates during the school year when such surveys are scheduled or expected to be scheduled. ~~-~~The rights provided to parents under this policy transfer to the student when the student turns 18 years of age or is an emancipated minor under applicable state law.

The district recognizes its responsibility to protect student privacy. ~~-~~Personal information that may be collected as a result of such surveys will be released only with prior, written parental permission, unless as otherwise provided by ~~ESSA~~law and/or the provisions of Board policy JOB - Personally Identifiable Information.

END OF POLICY

Legal Reference(s):
ORS 332.107
ORS 339.880

32 OR. ATTY. GEN. OP. ~~-~~209 (1965)
46 OR. ATTY. GEN. OP 239 (1989)
Protection of Pupil Rights, 20 U.S.C. § 1232h (~~2015~~2012); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (~~2015~~2017).
Every Student Succeeds Act~~ of 2015~~, 20 U.S.C. § 7928 (~~2015~~2012).

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[1]~~"~~ "Covered survey items"~~ under the NCLB ESSA~~ include one or more of the following items: political affiliations or beliefs of the student or the student's family; mental and psychological problems of the student or the student's family; sex behavior or attitudes; illegal, anti-social, self-incriminating or demeaning behavior; critical appraisals of other individuals with whom respondents have close family relationships; legally recognized privileged or analogous relationships, such as those of lawyers, physicians and ministers; religious practices, affiliations or beliefs of the student or the student's parent; and income, other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such a program.

Family Education Rights and Privacy Act, 20 U.S.C. § 1232g (~~2010).~~

~~R6/27/17|PH~~2012).

Gervais School District#1

Code: ~~KI/~~KJ-AR
Adopted: 3/12/98
Revised/Readopted: 2/20/03

Commercial Advertising/~~Merchandise Sales~~

(This administrative regulation accompanies Version 2 of policy KJ.)

Commercial advertising in district schools may be permitted by the superintendent or designee subject to the following. -Schools, with prior approval, may:

1. ~~1.~~ Publish advertising in any school newspaper, other school periodical, school or district publication, web page or yearbook;

2. ~~2.~~ Distribute advertising or market research as part of a district-approved curriculum on advertising, marketing or media literacy, etc.;

3. ~~3.~~ Post signs of school, district or public appreciation for financial or other support from any person, business or corporation for the educational program in any school in the district;

4. ~~4.~~ Use free educational materials with incidental advertisements;

5. ~~5.~~ Permit demonstrations of educational materials and equipment;

6. ~~6.~~ Cooperate with nonprofit community organizations in making or posting announcements or distributing program materials that supplement the school program provided that such cooperation does not interfere with the school program and is consistent with the mission, goals and policies of the district;

7. ~~7.~~ Utilize films or other educational materials and instructional aids, including newspapers and magazines in either print or electronic form furnished by private sources, when the advertising content is reasonable in the judgment of the superintendent or designee;

8. ~~8.~~ Permit participation, on a student-option basis, in essay, art, science and similar contests sponsored by outside interests when such activities parallel the curriculum and contribute to the educational program;

9. ~~9.~~ Release promotional material for nonschool athletic and cultural events through appropriate school departments;

10. ~~10.~~ Accept limited advertising on extracurricular activity schedules and programs.

Other exceptions may be approved when, in the judgment of the superintendent or designee, students of the district will benefit.

~~When schools are permitted to participate in commercial ventures as provided by Board policy and this administrative regulation, the following restrictions will apply:~~

~~1.~~

There may be no obligation on the part of students or staff to sell products, make purchases or distribute information;.

2. No student will be allowed to go door-to-door in soliciting funds or selling products;

3. The use of any advertising for alcohol or tobacco products in district publications or for any other purpose inconsistent with Board policies and administrative regulations is prohibited;.

4. If a commission, rebate or other consideration results from the sale of any approved product or service, it will become the property of the district and distributed as directed by the superintendent or designee;

5. Contracts considered for approval are subject to the competitive procurement requirements of Board policies DJ - District Purchasing and DJC - Bidding Requirements and the district's public contracting rules. Competitive procurement as used in this regulation includes monetary as well as in-kind contributions.

No activity which requires staff or students to assist in promoting campaigns (financial, charitable, educational or otherwise) will be permitted without the express permission of the superintendent. It is not the function of the school to be a collection agency for civic, charitable, commercial or other entity projects.

R2/11/02*MW

OREGON SCHOOL BOARDS ASSOCIATION
Inspire • Inform • Involve

Policy Update

June 2018

Vol. XLI No. 3 sch

Summer Board Conference
July 20-22, 2018
Bend

Annual Convention
November 8-11, 2018
Portland

Policy Update is a quarterly subscription publication of the Oregon School Boards Association

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If you have questions regarding this publication or OSBA, please call our offices:
503-588-2800 or 800-578-6722

COMPLAINTS AGAINST BOARD MEMBERS

We continue to receive questions regarding complaints against board members. Oregon Revised Statute 192.660(2)(b) allows executive session to review complaints filed against "a public officer, employee, staff member or individual agent." Based on this language, it is unclear whether "public officer" includes a locally-elected school board member. Communications with the Oregon Government Ethics Commission (OGEC) indicate that they do not believe that a board member is considered a public officer under this statute. Consequently, we recommend that boards generally use open session to review complaints against board members. Depending on the specific facts of a particular situation, there may be another statutory provision to use executive session. If you have questions regarding a specific complaint, we recommend that you contact the OGEC or your district's legal counsel.

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- KJ-AR - Commercial Advertising, now *Highly Recommended* (accompanies Version 2 of new policy KJ; new code and new title; previously known as KI/KJ-AR - Commercial Advertising/Merchandise Sales.)
- KJ - Advertising in District Facilities, DELETE (either version)
- KN-AR(1) - Relations with Law Enforcement Agencies**, *Highly Recommended*

UNMANNED AIRCRAFT SYSTEM a.k.a. DRONE

Summary

It's been identified that third-party use may need to also comply with registration requirements and authorization from the Oregon Department of Aviation for use of an unmanned aircraft system. Therefore, PACE has requested this addition to policy language and cites OAR 738-080-0015 - 738-080-0045.

Legal Reference

OAR 738-080-0015 - 738-080-0045

Collective Bargaining Impact

None

Local District Responsibility

If the district has this conditionally required policy, and allow third-party use, (if the district utilizes drones as part of the curriculum this policy is required) it is recommended the board review and add the revised language and adopt.

Policy Implications

ECACB – Unmanned Aircraft Systems (UAS) a.k.a. Drone, *Conditionally Required*

STAFF ETHICS

Summary

At OSBA's request, the Oregon Government Ethics Commission (OGEC) completed a review of OSBA's current model policy GBC – Staff Ethics, resulting in OSBA making some recommended edits to policy and its accompanying optional administrative regulation (AR).

Legal Reference

None

This publication is designed to provide accurate and authoritative information regarding the subject matter covered. It is furnished with the understanding that policies should be reviewed by the district's legal counsel.

Collective Bargaining Impact

None

Local District Responsibility

The Board should review this model, *highly recommended* policy GBC – Staff Ethics and adopt policy revisions, and if the board has GBC-AR in its manual, submit the AR changes to the board for review.

Policy Implications

GBC – Staff Ethics, *Highly Recommended*
GBC-AR – Staff Ethics, *Optional*

SEXUAL HARASSMENT

Summary

The model policy GBN/JBA – Sexual Harassment and its administrative regulation has been updated to reflect House Bill 4150 (2018), and the temporary rules in OAR 581-021-0038 adopted by the State Board of Education June 21, 2018 which does the following:

1. Expands the required information to be provided for sexual harassment complaints;
2. Extends protections in district policies to a person on or immediately adjacent to district property, at any district-sponsored activities, utilizing district-provided transportation or district bus stops; and
3. Requires written notification, in plain language and easy to read, to complainant(s) to include:
    a. Rights of the complainant;
    b. Information on legal and disciplinary options, school services, outside services and privacy rights.

These revisions are effective July 1, 2018.

Legal Reference

None

Collective Bargaining Impact

None

Local District Responsibility

It is recommended the board review the revised language and adopt this required policy and implement revisions in the administrative regulation for board review.

Policy Implications

GBN/JBA – Sexual Harassment, *Required*
GBN/JBA-AR – Sexual Harassment, *Required*
JBA/GBN – Sexual Harassment, *Required*
JBA/GBN-AR – Sexual Harassment, *Required*

LEAVE FOR DOMESTIC VIOLENCE, HARASSMENT, SEXUAL ASSAULT OR STALKING LEAVE

Summary

This policy and administrative regulation (AR) are being updated to more accurately reflect the language in ORS 659A.285.

Legal Reference

ORS 192.502(38) renumbered to ORS 192.355(38)

Collective Bargaining Impact

None

Local District Responsibility

If the district has this policy and AR, review and adopt the recommended revisions to highly recommended policy GCBDC/GDBDC, and submit the recommended changes for the AR to the board for review.

Policy Implications

GCBDC/GDBDC – Domestic Violence, Harassment, Sexual Assault or Stalking Leave, *Highly Recommended*
GCBDC/GDBDC-AR – Request for Domestic Violence, Harassment, Sexual Assault or Stalking Leave, *Highly Recommended*

CRIMINAL RECORDS CHECKS AND FINGERPRINTING

Summary

The State Board of Education adopted permanent rule Oregon Administrative Rule (OAR) 581-021-0502, implementing House Bill 2992 (2017), which directs that if a district wants to fingerprint certain volunteer positions with direct, unsupervised contact with students, that those specific volunteer positions must be identified in board policy. The recommended policy revisions provide language that meets the new OAR requirements.

Legal Reference

Add OAR 581-021-0502

Collective Bargaining Impact

None

Local District Responsibility

It is recommended that the board review and select the appropriate required policy language and adopt, and choose appropriate language for the administrative regulation and submit to the board for review.

Policy Implications

GCDA/GDDA – Criminal Records Checks and Fingerprinting, *Required*
GCDA/GDDA-AR – Criminal Records Checks and Fingerprinting, *Required*
IICC – Volunteers, *Optional*

MODIFIED DIPLOMA

Summary

Senate Bill (SB) 1522 corrected language contained in SB 20 (2017) that prevented districts from accessing State School Fund dollars for students who received a modified diploma and wanted to continue receiving transition services until age 21. SB 1522 updates the statutes to ensure that students who have received a modified diploma can continue receiving transition services through age 21, and allows districts to continue receiving State School Funds to provide those services.

The bill also contains provisions allowing modified diploma recipients in Youth Corrections Educational Programs to be eligible for transition services and modified diploma recipients to be eligible for the Expanded Options Program. SB 1522 affects students who received a modified diploma before, on or after the passage of SB 1522. Change is on page 1 in #4.

Legal Reference

None

Collective Bargaining Impact

None

Local District Responsibility

It's recommended the district review and adopt the required changes. The administrative regulations (AR) related to special education are required to be adopted by the board; the changes to the AR for expanded options may be submitted to the board for review.

Policy Implications

IGBA – Students with Disabilities - Child Identification Procedures**, *Required*
IGBAG-AR – Special Education – Procedural Safeguards**, *Required*
IGBAH – Special Education – Evaluation Procedures**, *Required*
IGBAJ – Special Education – Free Appropriate Public Education (FAPE)**, *Required*
IGBAJ-AR – Special Education – Free Appropriate Public Education (FAPE)**, *Required*
IGBHE – Expanded Options Program**, *Highly Recommended*
IGBHE-AR(1) – Annual Expanded Options Program Notification, *Highly Recommended*
IKF – Graduation Requirements** (Version 1 or 2), *Required*
JECA – Admission of Resident Students**, *Highly Recommended*

MEDICATIONS

Summary

OSBA is modifying the definition of "prescription medications" in the administrative regulation (AR) to include prescription medications identified by State law; there are some medications under Oregon law that require a prescription, but do not under federal law.

Collective Bargaining Impact

None

Local District Responsibility

It's recommended to update as suggested in the required administrative regulation JHCD/JHCDA-AR - Medications in its policy manual, review the new language and adopt.

Policy Implications

JHCD/JHCDA-AR – Medications**, *Required*

INVESTIGATIONS OF CHILD ABUSE

Summary

To comply with revisions to ORS 419B.045 resulting from passage of Senate Bill (SB) 1540 (2018), OSBA has revised the required administrative regulation (AR) and related highly recommended form for board policy JHFE – Reporting of Suspected Abuse of a Child, and revised highly recommended AR for policy KN – Relations with Law Enforcement Agencies. The SB further outlines the authority and the responsibilities of the Department of Human Services (DHS) or law enforcement agencies and that of the district when an investigation related to abuse of a child is necessary on school premises. The amendments created by SB 1540 are effective now. The form JHFE-AR(2) provided has been approved by DHS for use. Please see the *memo* from DHS.

Legal Reference

Revised ORS 419B.045

Collective Bargaining Impact

None

Local District Responsibility

Review and adopt revisions for JHFE-AR(1), and implement the revisions for JHFE-AR(2) and KN-AR(1) (if present in the board's policy manual) and submit to the board for review.

Policy Implications

JHFE-AR(1) – Reporting of Suspected Abuse of a Child, *Required*
JHFE-AR(2) – Abuse of a Child Investigations Conducted on District Premises, *Highly Recommended*
KN-AR(1) – Relations with Law Enforcement Agencies**, *Highly Recommended*

REPORTING REQUIREMENTS -- SEXUAL CONDUCT WITH STUDENTS

Summary

The Every Student Succeeds Act (ESSA) added a new policy requirement very similar to the Oregon law regarding sexual conduct with students. The major difference is that ESSA also applies to contractors and agents of the district in addition to district/school employees. This policy has been revised to reflect the ESSA requirements.

Legal Reference

Every Student Succeeds Act, 20 U.S.C. § 7926 (2012).

Collective Bargaining Impact

None

Local District Responsibility

It is recommended that the Board review the recommended language and adopt this required policy with the recommended revisions.

Policy Implications

JHFF – Reporting Requirements Regarding Sexual Conduct with Students, *Required*

ADVERTISING AND PUBLIC SOLICITATION

Summary

The language about sale of travel services has been deleted in policy KI and in model policy KJ (previously KI/KJ) due to the repeal of ORS 332.593. In addition, to make this series of policies less confusing, OSBA has deleted policy KJ – Advertising in District Facilities for districts, and recoded and retitled the combined policy versions of KI/KJ – Commercial Advertising/Merchandise Sales to KJ – Commercial Advertising. Versions 1 and 2 of the new KJ are highly recommended.

Legal Reference

None

Collective Bargaining Impact

None

Local District Responsibility

If the district has highly recommended policy KI - Public Solicitation in District Facilities, recommend adopting the revisions.

If the district has policy KJ - Advertising in District Facilities, recommend replacing with either of the two revised versions of policy KJ – Commercial Advertising (previously KI/KJ – Commercial Advertising/Merchandise Sales).

2018-2019 STAFF/STUDENT HANDBOOKS AND KEY DATES CALENDAR (Available Now):

OSBA's Model Staff and Student Handbooks and Key Dates Calendar are revised annually to reflect recent legislation and other changes.

Samples and online ordering of these tools for purchase can be found on the OSBA website through this link: www.osba.org. (Can be purchased under Downloads)

If the district only has highly recommended policy KI/KJ - Commercial Adverting/Merchandise Sales in its policy manual now, it's highly recommended to delete the policy and review the proposed separate KI and KJ policies and adopt. There is an optional administrative regulation (AR) for version 2 of the revised policy KJ – Commercial Advertising (previously KI/KJ-AR – Commercial Advertising/Merchandise Sales) available in this issue.

Policy Implications

KI – Public Solicitation in District Facilities, *Highly Recommended*
KJ - Commercial Advertising, *Highly Recommended (Version 1 or 2; new code and new title; previously known as KI/KJ – Commercial Advertising/Merchandise Sales)*
KJ-AR - Commercial Advertising, *now Optional (accompanies Version 2 of new policy KJ; new code and new title; previously known as KI/KJ-AR – Commercial Advertising/Merchandise Sales.)*
KJ - Advertising in District Facilities, DELETE (either version)

ABOUT *POLICY UPDATE*

Policy Update is a quarterly subscription newsletter providing a brief discussion of current policy issues of concern to Oregon school districts.

Sample policies reflecting these issues and changes in state and federal law, if applicable, are part of this newsletter. These samples are offered as a starting point for drafting local policy and may be modified to meet particular local needs. They do not replace district legal counsel advice.

To make the best use of Policy Update, we suggest you discuss the various issues it presents and use the sample policies to determine which policies your district should develop or revise, get ideas for what a policy should contain, and as a starting point for editing, modifying and discussing your district's policy position.

If you have questions about Policy Update, sample policies or policy in general, call OSBA Policy Services, 800-578-6722.

TRY OUR ONLINE POLICY DEMO

OSBA's online policy service has a demo site for districts interested in a public online policy manual. This service saves time, resources and reams of paper. With one centrally-located policy manual updated electronically, you have instant access to current district policies.

Go to policy.osba.org and select "Policy Online Demo." The online manual includes a subscription to Policy Update and policy manual maintenance service to help keep policies current.

OSBA offers several options. Contact Policy Services to determine the best option for you, 800-578-6722 or 503-588-2800.

June 22, 2018

Dear School District, Department of Human Services, Law Enforcement Agency and District Attorney Partners:

This joint memo is to update you on new legislation clarifying the Department of Human Services (DHS) and law enforcement agencies' (LEA) authority to conduct interviews with students at all schools when there are allegations of abuse.

Senate Bill (SB) 1540, passed in the 2018 session and effective as of April 3, 2018, makes clear that DHS and LEA have authority to conduct investigations regarding a report of child abuse on school premises. Further, it clarifies that after a DHS staff or LEA investigator produce adequate identification schools must cooperate by:

- Allowing access to the student;
- Providing a private place for the DHS staff or LEA investigator to interview the student; and
- Providing information regarding a child's relevant disabling condition(s) prior to the interview.

The bill also clarifies and reiterates that:

- LEA or DHS staff are not required to disclose any information about the investigation to the school;
- While the school may request that an administrator or staff person be present to facilitate the investigation, it is up to the discretion of the LEA investigator or DHS staff to allow their presence;
- The school shall not notify anyone regarding the investigation, including the child's parents or guardian, except for the appropriate school employee(s) necessary to enable the investigation; Information obtained by DHS or LEA in the investigation is not part of the child's school record; and
- Any records created or obtained by the district may be subject to FERPA.

In addition, the bill protects the school from liability for civil damages under state law when following the law and also clarifies that a school administrator or staff person may testify at any subsequent court proceeding relating to the investigation.

Schools have been clear that they desire a standard form to fill out when LEA investigators or DHS staff come to the school to investigate a report of child abuse. Attached is a form agreed upon by the Oregon School Board Association on behalf of its members, and representatives of DHS, law enforcement agencies and District Attorneys. Note that there is a signature line on the form; it is only for means of logging the presence of the LEA or DHS staff as would happen for any school visitor. This is on a separate form in order to maintain student privacy by not having the signature on the public sign-in sheet. <u>The law does not require a signature for LEA or DHS to interview a child at school.</u>

Schools are not required to use a form. However, if a school chooses to use a form, schools are encouraged to use the form as is, modifying it only to brand with District name and/or school name and logo. This will help with consistency of investigations and protocols across the state and minimize any

confusion from one district to another. A school that chooses to use a form will be responsible for providing the form to LEA investigators and DHS staff.

The passage of this law and creation of the form has been a collaborative statewide effort. We encourage you to replicate this spirit of collaboration by discussing the new law and its mandates at your next local Child Abuse Multidisciplinary Team meetings and ensuring that all appropriate staff are trained on what to do when a LEA or DHS investigation necessitates an interview of a child at a school. Ensuring this process is smooth will help reduce confusion for all system partners facilitate timely interviews and safeguard adequate and complete child abuse investigations.

Thank you for your attention to this matter, if you have any questions, please contact your representatives at the Oregon School Boards Association, the Department of Human Services, Oregon Association of Chiefs of Police, Oregon State Sheriffs' Association or the Oregon District Attorney's Association.