

SWEET HOME SCHOOL DISTRICT #55

Sweet Home, Oregon

SCHOOL BOARD MEETING AGENDA

To view live board meeting please visit the Sweet Home District website: [sweethome.k12.or.us](http://sweethome.k12.or.us) and click YouTube link  
Public Comments must be in writing before board meeting and sent to the Superintendent's Office

Sweet Home Board Room

February 14, 2022, 6:30 p.m.

- |  |                               |                 |
|--|-------------------------------|-----------------|
| 1. Call the meeting to order/pledge  | J. Redick                     | Action          |
| 2. Counselors Week Declaration   |                               |                 |
| 3. ESPY Awards   |                               |                 |
| 4. Agenda approval/changes   | J. Redick                     | Action          |
| 5. Public Comments   |                               | Information     |
| 6. Student & Personnel Reports/Comments  |                               |                 |
| A. Certified & Classified Representatives  | Presidents                    |                 |
| B. Superintendent's Report   | L. Riggs                      | Information     |
| 1. Enrollment  |                               |                 |
| 2. Music & Brew Fest Update  |                               |                 |
| 3. Audit Report  | K. Strong/ Brad Turano (ZOOM) |                 |
| 4. District/School State Report Card Data  | B. Riggs                      |                 |
| 5. Graduation Rates  | R. Brown                      |                 |
| 6. SHSD "I Love Reading" Day   | B. Riggs                      |                 |
| 7. Restraint and Seclusion   | T. Holub                      |                 |
| 8. Health Update   | T. Holub                      |                 |
| 9. All Students Belong   | C. Henry/Russ Davis (ZOOM)    |                 |
| 7. Consent Agenda  | J. Redick                     | ALL Action      |
| A. Approve minutes from the January 10, 2022   |                               |                 |
| B. Accept resignation from Michael Rolph, Special Education Teacher at Hawthorne Elementary effective June 17, 2022          |                               |                 |
| C. Accept resignation from Dave Tolle, Science teacher at the Sweet Home High School effective January 31, 2022              |                               |                 |
| D. Approve hire of Tamara White, Temporary Special Ed Teacher at Holley Elementary/Charter School effective February 9, 2022 |                               |                 |
| 8. Information/Discussion  |                               | ALL Information |
| A. Budget Update, ESSER Report. State Revenue Forecast Update  | K. Strong                     |                 |
| B. Facility Report   | J. Darwood                    |                 |
| C. Board Policies – First Reading  |                               |                 |
| ACB – Every Student Belongs  |                               |                 |
| ACB-AR – Bias Incident Complaint Procedure   |                               |                 |
| DH – Loss Coverage   |                               |                 |
| EEA-AR – School Bus Scheduling and Routing   |                               |                 |
| GBA-AR – Veterans' Preference  |                               |                 |
| GBL – Personnel Records  |                               |                 |
| GBLA – Disclosure of Information DELETE  |                               |                 |
| GCBDA/GDBDA-AR(1) – Family Leave   |                               |                 |
| GCBDA/GDBDA-AR(1) – Oregon Family Leave  |                               |                 |
| IGBAF-AR – Special Education - Individualized Education Program  |                               |                 |
| IGBAG-AR – Special Education – Procedural Safeguards   |                               |                 |
| IGBB – Talented and Gifted Program, Require  |                               |                 |

- |  |           |                 |
|--|-----------|-----------------|
| 9. Action Items  | J. Redick | Action          |
| 10. Board Comments   |           | Information     |
| 11. Executive Session<br>A. ORS 192.660 (2) (d) - Classified Bargaining<br>B. 192.660 (2) (i) – Superintendent Evaluation  |           |                 |
| 12. Return to Regular Session  |           |                 |
| 13. Late Items   |           |                 |
| 14. Future Agenda Items<br>A. Next Board Officers Meeting March 7, 2022 at 3:30 p.m. Superintendent’s Office<br>B. Board Work Session March 9, 2022 at 6:00 p.m.<br>C. Next Board Meeting March 14, 2022 at 6:30 p.m. in DO Board Room | J. Redick | ALL Information |
| 15. Adjournment  | J. Redick | Action          |

**Sweet Home School District  
Celebrates Contributions of School Counselors During  
National School Counseling Week**

**Sweet Home, OR (February 7)** – The Sweet Home School District (SHSD) celebrates school counselors during National School Counseling Week from February 7 through February 11. A focus on our counselors being an essential support staff to each and every child is important to highlight during the pandemic and beyond.

“We honor and celebrate our school counselors all year and every day for the many ways in which they use their professional support skills for students and staff members,” said SHSD Superintendent Lisa Riggs. “The incredible support they are able to provide daily highlights the incredible work of these dedicated mental health professionals, and we are grateful for all they do for us, our students, staff members, and families. I know how hard our school counselors have worked to bring our District family together, work with our students as they plan for the future, and address the mental health issues our students and families are facing during this time. Their work profoundly impacts the lives of our students not only when they are in our schools, but for many years after they graduate.”

Students’ unmet mental health needs can be a significant obstacle to student academic, career, and social/emotional development, and can even compromise school safety. School counselors enhance awareness of mental health, provide support for academic, career, and social/emotional development; short-term counseling interventions; and referrals to community resources for long-term assistance. Counselors advocate for the mental health needs of all students, and Sweet Home School District ensures there are counselors in all schools when staff is available. Counselors promote the development and implementation of a comprehensive school counseling program, and are equipped with the essential skills, knowledge, and resource connections to remove barriers and promote access to a high-quality education while supporting overall student success.

National School Counselor Week is an annual celebration sponsored by the American School Counselor Association and is set aside each year to focus public attention on the extensive contributions of school counselors within the US school system. Counselors are actively engaged in helping students explore their abilities, strengths, interests, and talents while working in partnership with families. They focus on positive ways to enhance students’ academic, career, and social-emotional development, partnering with teachers to ensure students can realize their potential and set healthy and realistic goals for themselves.

## ESPY AWARD WINNERS

February 14, 2022

Colby Burns	11 <sup>th</sup> Grade	High School
Leelle James	9 <sup>th</sup> Grade	High School
Xavier Pennington	7 <sup>th</sup> Grade	Jr. High
Caden Eide	8 <sup>th</sup> Grade	Jr. High
Violet Wilson	2 <sup>nd</sup> Grade	Foster
Blake Bellon	2 <sup>nd</sup> Grade	Foster
Willow Hart	1 <sup>st</sup> Grade	Hawthorne
Nathan Uhlry	2 <sup>nd</sup> Grade	Hawthorne
Eloise Fahay	3 <sup>rd</sup> Grade	Holley
Gabby Chiaffiano	2 <sup>nd</sup> Grade	Holley
Abigail Meek	3 <sup>rd</sup> Grade	Oak Heights
Jaxson Hutson	Kinder	Oak Heights
Journee Miner	3 <sup>rd</sup> Grade	Charter School
Brooklyn Cunningham	3 <sup>rd</sup> Grade	Charter School

**Sweet Home School District Enrollment**  
**As of: February 7th, 2022**

As of Date:	9/13/21	10/5/21	11/1/21	12/6/21	1/3/22	2/7/22						
K	101	186	179	184	181	179						
1	131	144	148	150	149	143						
2	161	174	175	177	169	169						
3	131	153	157	160	158	157						
4	149	162	162	168	169	167						
5	165	191	184	194	182	181						
6	167	181	180	191	188	190						
7	175	175	177	175	176	175						
8	178	178	175	174	177	174						
9	183	175	174	173	173	177						
10	205	199	194	193	190	188						
11	155	151	145	149	143	147						
12	195	202	195	195	195	192						
<b>Total</b>	<b>2096</b>	<b>2271</b>	<b>2245</b>	<b>2283</b>	<b>2250</b>	<b>2239</b>						
As of Date:	9/13/21	10/5/21	11/1/21	12/6/21	1/3/22	2/7/22						
Foster	339	323	322	349	323	320						
Hawthorne	238	281	287	286	286	276						
Holley	124	139	142	151	151	145						
Oak Heights	304	303	303	309	307	316						
Charter	0	134	131	129	129	129						
Junior High	353	353	352	349	353	349						
High School*	738	727	708	710	701	704						
P.G.S.**												
Expanded Opt.												
<b>Total</b>	<b>1973</b>	<b>2260</b>	<b>2245</b>	<b>2283</b>	<b>2250</b>	<b>2239</b>						

\*\*Post Graduate Scholars

Enrollment includes 12 GED students as of 02/07/2022

**SWEET HOME SCHOOL DISTRICT ENROLLMENT**

**As of: February 7th, 2022**

GRADE	K	1	2	3	4	5	6	7	8	9	10	11	12	2/7/2022	2/26/2021	2/28/2020	3/1/2019				
														21-22	20-21	19-20	18-19				
														Total	Total	Total	Total				
					4 D.L.																
	2 D.L.	2 D.L.	3 D.L.	2 D.L.	31	7 D.L.	3 D.L.														
FO	25	18	17	12	19	27	24							320	308	333	338				
	28	18	20	26	28	25	26														
McMahand		1	2	1		3		7													
					3 D.L.																
HA	16	15	16	19	22	21	28							276	300	364	349				
	17	12	18	8	14	19	28		DISTANCE LEARNING STUDENTS INCLUDED IN TOTALS												
					22				*TOTAL 124 DISTANCE LEARNING STUDENTS												
Rolph/Pals	3		3					6													
Collins/Pals			3		2	2	3	10													
Rivers/Pals	4	1	2					5													
	2 D.L.		1 D.L.			2 D.L.															
HO	17	18	21	21	24	27	17							145	136	155	144				
								1 D.L.													
	1 D.L.		3 D.L.	3 D.L.	2 D.L.	3 D.L.	31														
OH	26	20	25	33	28	12	19							316	248	273	286				
	25	22	22	17	12	28	27														
					29																
CHARTER	18	18	20	20	18	17	18							129	133	142	138				
JR. HIGH					5 D.L. 6TH GRADE	7 D.L.	9 D.L.	175	174					349	345	353	352				
										9 D.L.	10 D.L.	11 D.L.	19 D.L.								
HIGH SCHOOL:										177	188	147	192	704	689	662	676				
P.G.S.*														0	0	0	0				
A.C.T.														0	0	0	0				
SHO 2.0														0	0	0	0				
GRADE	K	1	2	3	4	5	6	7	8	9	10	11	12								
TOTAL	179	143	169	157	167	181	190	175	174	177	188	147	192	2239	2159	2282	2283				
w/o ACT														2239	2159	2282	2283				

GRADE	K	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL			
	classes	classes	classes	classes	classes	classes	classes	classes	classes	classes	classes	classes	classes				
<b>FO</b>														<b>320</b>	<b>308</b>	<b>333</b>	<b>338</b>
	25	18	17	12	19	27	24										
	28	18	20	26	28	25	26										
PALS				0	0	0	0										
OP Room		1	2	1	0	3	0										
<b>T. FO</b>	<b>53</b>	<b>37</b>	<b>39</b>	<b>39</b>	<b>47</b>	<b>55</b>	<b>50</b>										
<b>HA</b>														<b>273</b>	<b>300</b>	<b>364</b>	<b>349</b>
	16	15	16	19	22	21	28										
	17	12	18	8	14	19	28										
(Pals)	7	1	5	0	2	2	3										
<b>T. HA</b>	<b>40</b>	<b>28</b>	<b>39</b>	<b>27</b>	<b>38</b>	<b>42</b>	<b>59</b>										
<b>HO</b>	16	18	20	20	23	27	18							<b>145</b>	<b>136</b>	<b>155</b>	<b>144</b>
	17	18	21	21	24	27	17										
<b>OH</b>	26	20	25	33	28	12	19							<b>316</b>	<b>248</b>	<b>273</b>	<b>286</b>
	25	22	22	17	12	28	27										
OP. Rm	0	0	0	0	0	0	0										
<b>T. OH</b>	<b>51</b>	<b>42</b>	<b>47</b>	<b>50</b>	<b>40</b>	<b>40</b>	<b>46</b>										
<b>T. Charter</b>	18	18	20	20	18	17	18							<b>129</b>	<b>133</b>	<b>142</b>	<b>138</b>
	18	18	20	20	18	17	18										
<b>TOTAL K - 6 STUDENTS</b>														<b>1183</b>	<b>1125</b>	<b>1267</b>	<b>1255</b>
<b>JR. HIGH</b>								175	174					349	345	353	352
<b>HIGH SCHOOL</b>										177	188	147	192	704	689	662	676
P.G.S.*														0	0	0	0
A.C.T.														0	0	0	0
<b>GRADE</b>	<b>K</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>				
<b>TOTAL</b>	<b>179</b>	<b>143</b>	<b>166</b>	<b>157</b>	<b>167</b>	<b>181</b>	<b>190</b>	<b>175</b>	<b>174</b>	<b>177</b>	<b>188</b>	<b>147</b>	<b>192</b>	<b>2236</b>	<b>2159</b>	<b>2282</b>	<b>2283</b>
2/26/2021	128	168	144	177	159	179	170	177	168	189	155	191	154	2159			
2/28/2020	186	167	166	185	195	172	196	174	179	157	181	155	169	2282			
5/28/2021	135	174	145	176	164	183	169	174	168	194	159	193	135	2169			

**MEMORANDUM**

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**To:** Board of Directors  
**From:** Kevin Strong  
**Subject:** Fiscal Year 2021 Financial Statements and Audit Report  
**Date:** February 4, 2022

Please find attached the fiscal year 2021 financial report, the Student Activity Funds report and the Auditor's Communication to the Governing Body.

Highlights include:

- The auditors issued a "clean" opinion on the financial statements with no reservations.
- The District's net position in the government-wide financial statements increased by \$2,764,460 during the fiscal year primarily due to the District's General Fund ending fund balance increasing by \$1,848,409 during the fiscal year from \$1,206,472 to \$3,054,881. General Fund revenues increased as compared to the prior fiscal year while General Fund expenditures decreased. The largest portion of General Fund revenue is from the State School Fund which pays school districts based on the higher of current year or prior year enrollment. This calculation provided financial relief last year when enrollment decreased largely due to the COVID-19 pandemic. Meanwhile, expenditures decreased due to unfilled positions, minimal substitute costs and lower expenses for items such as bus fuel. The June 30, 2021 fund balance was 12.2 percent of the General Fund's fiscal year revenues.
- The District's total outstanding debt decreased by \$1,429,472 (5.9 percent) during the fiscal year as the District continued to meet its debt service schedule requirements.
- The District implemented GASB Statement No. 84, Fiduciary Activities. As a result of GASB 84, the District reclassified its Student Body Activity Fund, Early Retirement Fund and JOSAI Exchange Program Fund from Trust and Agency Funds to Special Revenue Funds.
- District expenditures were within authorized appropriations in all areas except for Special Revenue – Instruction. The budget was built assuming that we would use much of our Special Revenue Funds on support services. Instead, we spent more on instruction and considerably less on support services.
- The Student Activity Funds audit report is also attached. There were no findings. The high school has a balance of \$452,238 and the Junior High School has a balance of \$48,523. Pages 7 and 8 provide greater detail so you can see the balance for each individual high school and junior high school program.
- The Oregon Public Employees Retirement System's unfunded liability remains a significant concern. Based on the most recent valuation date (December 31, 2020) the system's unfunded actuarial liability was \$28 billion and our share (net of our side account) was \$13,525,880 based on an assumed future earnings rate of 6.9 percent for the system's investment portfolio. The encouraging news is that the 2021 rate of return was 20.5 percent. However, markets have been much more volatile in early 2022. Additional PERS information is included in the Management Discussion and Analysis section of the financial report.

Brad Turano with Pauly Rogers and Company plans to attend the February School Board meeting virtually in case you have any questions for our auditors. The District's financial statement is also available online at <http://sweethome.k12.or.us/departments/business/>



**SWEET HOME SCHOOL DISTRICT  
PHYSICAL RESTRAINT AND SECLUSION ANNUAL REPORT**

**6B7**

Reporter's Name: Thad Holub, Director of Student Services		
Date Presented to Board: February 14, 2022		
<u>Incident Type</u>	<u>Total #</u>	<u>Comments</u>
Physical Restraints	1	
Seclusions	0	
Students Placed in Physical Restraints	1	
Students Placed in Seclusion	0	
Incidents Resulting in Injury	0	
Incidents Resulting in Death	0	
Students Placed in Physical Restraint or Seclusion more than 10 days	0	

<u>Student</u>	<u>Intervention Type</u>	<u>Staff Trained Y/N</u>	<u>Race/Ethnicity</u>	<u>Gender</u>	<u>Disability Y/N</u>	<u>Migrant Y/N</u>	<u>ELL Y/N</u>	<u>Econ. Dis Y/N</u>
A1	Restraint	Y	W/NH	F	Y	N	N	Y

Letters indicate students; numbers count the incidents

<u>Check List</u>	<u>Date</u>	<u>Initials</u>
Posted on District Website	February 15, 2022	
Available at Main Office	February 15, 2022	
Schools Received a Copy	February 15, 2022	
Parents Notified How to Access Report	February 15, 2022	
Date Report Was Completed	August 31, 2021	

On February 7, 2022, the Oregon Health Authority (OHA) announced future changes to statewide indoor face covering rules (OAR 333-019-1025 and 333-019-1015).

By the end of March, hospitalizations are projected to fall below pre-Omicron levels (fewer than 400 COVID-19 hospitalizations). Oregon has fared better than almost every state in the nation throughout the pandemic with some of the lowest cases (3rd lowest) and death rates (8th lowest) in the country, because Oregonians made smart choices, like wearing masks and getting booster shots.

If the predicted pathway continues, then no later than March 31st, OHA will lift the mask requirements from the statewide indoor mask rule (333-019-1025). If hospitalizations fall to safer levels more quickly, before March 31st, state health officials will consider lifting the statewide mask rule sooner for indoor public spaces.

### **What This Means For Schools**

**OHA will lift the mask rule (333-019-1015) in schools on March 31. This date is established to provide certainty and planning time for schools. The March 31 date to lift the school mask rule occurs after the majority of schools complete spring break.**

**As of March 31, the decision to require universal masking in school settings will rest with decision makers in school districts, charter schools, private schools, and local public health authorities. The Center for Disease Control and Prevention (CDC), OHA and ODE continue to *strongly advise* the use of face coverings in schools in order to reduce the spread of COVID-19 and minimize the impact of quarantine through the school year.**

**Masks are required on public transportation, which includes school buses until lifted by the federal government and cannot be waived by state or local authorities.**

OHA and ODE continue to work together to update school guidance so schools can continue to operate safely after mask rules are lifted.

### **How Schools Can Prepare**

The March 31 date gives schools time to prepare for the transition from an operational standpoint, and gives families time to get boosted, and to get their kids vaccinated. Among the things schools can do are:

- Encourage eligible staff and students ages 5 and up to get vaccinated and boosted now if they're not.
  - Vaccination remains the best protection against serious illness from COVID-19 and reduces spread of the disease.
  - Vaccination prevents quarantine when exposed to COVID-19 and ensures access to in-person learning.
  - Get Vaccinated Oregon.

- Revisit and strengthen COVID-19 mitigation protocols, which will change if schools decide not to implement universal masking indoors. For example, the Test to Stay Protocol is only available in settings where universal masking is in place.
- Collaborate with school and district leaders, local school boards, represented employee groups, students, families, and community to align decision making based on data and the priority of access to in person education. ODE has provided tools and resources for local decision making that supports continuity of services. These include:
  - Data-Based Decision Guide;
  - Equity Decision Tool;
  - Local Data Dashboard;
  - Care and Connection Mental Health and Wellbeing Resources for students and staff; and
  - Much more.

Schools **may continue to require** students, staff, volunteers, and/or visitors to wear face coverings during indoor or outdoor activities, similar to other COVID-19 mitigation protocols such as physical distancing, and airflow/ventilation. Similarly, schools may be required by local ordinance to continue requiring staff and students to wear face coverings.

#### **In the Absence of Universal Masking:**

- **Schools will return to using the general exposure definition:** Having been within 6 feet of a confirmed or presumptive COVID-19 case for 15 minutes or more within one day, or having been in contact with the infectious secretions of a confirmed or presumptive COVID-19 case.
  - This will likely result in more days out of school for unvaccinated students and staff, and more classroom and school closures due to staffing constraints. As we have seen throughout the pandemic, this will impact district's medically complex and historically underserved students, staff, and communities the hardest.
- In the absence of universal masking, schools will not be able to use the Test to Stay Protocol to allow students and staff to attend school during a quarantine period.
  - Universal use of face coverings remains a prerequisite for the Test to Stay Protocol. Diagnostic testing will remain accessible to all schools regardless of mask use.
  - General quarantine guidance for students and staff who return on day 6 of their quarantine will include the continued need to wear a well fitted mask for days 6 through 10 of their quarantine.
- Universal masking is a key measure to prevent the spread of COVID-19. In its absence, schools should anticipate significant increases in workload from contact tracing and notification.

**The impact of this change both for school districts and schools that maintain universal masking and those that make masking optional will take time, careful planning, and collaboration.**

Board Chairman Jason Redick called the **regular meeting** of the board of Directors of Sweet Home School District No. 55 to order at 6:30 p.m. on January 10, 2022. This meeting was located at Sweet Home District Boardroom

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#### **Board Members in Attendance**

Jason Redick, Mike Reynolds, (ZOOM) Jim Gourley, (ZOOM) Janice Albert, (Zoom) Debra Brown, Dale Keene, (ZOOM) Sara Hoffman: Absent: Jason Van Eck, Kevin Hill

Superintendent: Lisa Riggs; Administrators: Kevin Strong, (Zoom) Colleen Henry, (ZOOM) Barbi Riggs, (Zoom) Thad Holub, (Zoom) Darel Bidwell, (Zoom) Ralph Brown, (Zoom) Nate Tyler, (Zoom) Aaron Huff, (Zoom) Terry Martin, (Zoom) Mark Looney, Luke Augsburger, (Zoom) Debbie Phillips, (Zoom) Josh Dargis, (Zoom) Todd Barrett Certified: Steve Thorpe; Classified: none Board Recording Secretary: Julie Emmert

**Other Attendance:** Benny, New Era; Robert Shamek, Oregon Jamboree

#### **2. ESPY AWARDS**

Every month two students are selected from each school and presented with an ESPY Award at the Board Meeting. The award is presented to students who are doing well academically and have an exceptionally positive attitude about school. They demonstrate respect and responsibility towards staff and their peers. They show courage by not conforming to peer pressure and refuse to accept anyone who bullies. Selections for the month of January are: Foster School – Hailey Baker, Autumn Bryant; Hawthorne School – Lincoln Sutton, Abby Banker; Holley School – Boone Cupp, Weston Olson; Oak Heights School – Melany Huff, Logan Barrett; Charter School- Tripp Carr, Zaiden Walters; SH Jr. High School- Miu Simmons, Ty Newcomer; and SH High School – Max Klumph, Christian Mamac. Congratulations to all of this month's ESPY Award winners!

#### **3. Agenda Approval/Changes**

Chairman Redick called for changes and/or approval of the agenda.

***Motion No. 22-01: Board Member Mike Reynolds moved to approve the agenda as Presented. Board Member Dale Keene seconded the motion. The motion passed unanimously***

#### **4. Public Comments: No Public Comments**

#### **5. Student & Personnel Reports/Comments**

A. Certified & Classified Representatives: Steve Thorpe shared that teachers and support staff are doing amazing and working hard through this time. Staff were excited to hear from Superintendent Riggs via an email regarding PLC's and staffing. Set regular meetings with Superintendent- third Tuesday of each month. Nervous about a shutdown, would like to see kids stay in school and doing normal things.

##### **B. Superintendent's Report:**

1. Enrollment: Superintendent Riggs commented that enrollment is increasing with many students return to in school.
2. Sweet Home Jamboree – Robert Shamek from the Oregon Jamboree. This will be the 30<sup>th</sup> year for the Jamboree. Shared that they will be following all of the Covid rules and guidelines. Mr. Shamek proposed a Music and Brew's event that would be on school district property. This would take place in April and would use tents outside. This will be a two-day event and have approx. 50 campsites. Will have a safety plan prepared. Kevin Strong will look into being able to serving alcohol on school property.
3. Board Recognition: Superintendent Riggs thanked and acknowledge our board members and read the proclamation.

4. Superintendent Evaluation: Kristin Miles has several hours still available and she does. She can help us through this process. Dates –Julie Emmert will ask Kristin for some dates. Informal this year.
5. ODE Covid Update- Test to Stay: Superintendent Riggs, Thad Holub and Colleen Henry shared the following information:  
**It's our highest priority is to keep kids learning in person every day.**
  - Nearly all children learn better when taught in-person.
  - Children and families rely on schools to provide a caring and safe environment.
  - Many need access to a solid breakfast and a warm lunch.
  - For parents and families, consistency matters, and for many, school is a way to ensure they can go to work and support their family.

OHA and ODE will continue to issue School Health Advisories to identify additional steps families, schools, and/or communities can take to help keep our children safely learning in our schools. The School Health Advisories name actions that individuals, families, schools, and/or communities can take to reduce the spread of COVID-19 and help schools stay open to in-person instruction.

**Communities will be experiencing the impacts of the Omicron variant over the next several weeks.**

- Omicron variant may result in less severe disease than previous variants but it spreads much more quickly.
- This surge is likely to be much steeper than the Delta variant, impacting hospitals more severely than we experienced in the fall.
- Indoor settings in which people do not adhere with purpose and intention to masking requirements and other layered mitigation safety protocols is expected to result in rapid transmission.

**Student access to in-person instruction is under threat.**

**Our best tool to limit the spread of COVID-19 is to follow a multi-layered approach to health & safety protocols:**

- Reinforce the importance of layered mitigation efforts.
- Consider implementing additional layers of protection.
- Exclude individuals showing symptoms of COVID-19 or those who are close contact.
- If students or staff show COVID-19 symptoms or the school is aware they are a close contact, they must exclude the individual as per OAR 333-019-0010 (3) & (4). Schools may offer testing to the individual through OHA's Diagnostic Testing Program.
- Update Safe Return to In-Person Instruction and Continuity of Services Plan.
- Work with health partners to offer vaccination clinics.
- Pause extracurricular activities or ensure they follow the same layered mitigation safety protocols practiced during the school day.**
- Hold family/community events online rather than in person

Test to Stay is a protocol and form of modified quarantine that allows exposed individuals to attend school during their quarantine period if they remain symptom-free and test negative for COVID-19.

Self-test for students/staff was given.

[ODECOVID19@ode.state.or.us](mailto:ODECOVID19@ode.state.or.us)

**6. Consent Agenda**

- A. Approved minutes from the December 13, 2021 School Board Meeting
- B. Accept Donation from Alyson Ellis to the Jr. High; Martin Yale Paper Folder

**Motion No. 22-02: Board Member Dale Keene, moved to approve the revised consent agenda as presented. Board Member Mike Reynolds seconded the motion. The motion passed unanimously.**

**7. Information/Discussion**

- A. Budget Update, ESSER Report, Long Term Maintenance Application – Kevin Strong gave report on budget – increase on classified, substitute, extra duty, property premiums and gas for buses. ESSER- updates on spending. Mr. Strong also shared the Long-Range Facilities Committee Membership Application.
- B. Facility Report- Josh Darwood shared a video of improvements at Foster, the Jr. High and the High School
- C. Board Policy Rewrite

**8. Action Items:**

- A. Resolution #02-2122, LBL Local Service Plan

**Motion No. 22-03: Board Member Mike Reynolds, moved to approve Resolution #02-2122, LBL Local Service Plan. Board Member Dale Keene seconded the motion. The motion passed unanimously.**

- B. Approve 2022-2023 Budget Calendar

**Motion No. 22-04: Board Member Mike Reynolds, moved to approve the 2022-2023 Budget Calendar. Board Member Dale Keene seconded the motion. The motion passed unanimously.**

- C. Board Policies- 3<sup>rd</sup> Reading
  - JFCJ – Weapons in Schools
  - KGBB – Firearms Prohibited

**Motion No. 22-05: Board Member Dale Keene, moved to approve Board Policies JFCJ and KGBB. Board Member Mike Reynolds seconded the motion. The motion passed unanimously.**

**9. Board Comments: NONE**

**10. Late Items – No late items**

**11. Future Agenda Items**

- A. Listening Session at the High School, January 12, 2022 at 6:00 in the Auditorium
- B. Next Board Officers Meeting February 7, 2022 at 3:30 p.m. Superintendent's Office
- C. Next Board Meeting February 14, 2022 at 6:30 p.m. in DO Board Room

**12. Adjournment**

The meeting adjourned at 8:05 p.m.

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*Signature, Board Chairman Julie Emmert, Board Recording Secretary*  
(This meeting was also recorded and saved supt/board/audio)



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## Fwd: Michael Rolph- Resignation

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Thad Holub <thad.holub@sweethome.k12.or.us>  
To: Julie Emmert <julie.emmert@sweethome.k12.or.us>

Tue, Feb 1, 2022 at 8:54 AM

~~Michael's letter. Can we post for that PA's position please? How's Montana looking?~~

----- Forwarded message -----

From: **Michael Rolph** <michael.rolph@sweethome.k12.or.us>  
Date: Tue, Feb 1, 2022 at 3:15 AM  
Subject: Michael Rolph- Resignation  
To: Deborah Phillips <deborah.phillips@sweethome.k12.or.us>, Thad Holub <thad.holub@sweethome.k12.or.us>

Dear Thad and Debbie,

Please accept this letter as formal notification of my resignation from Sweet Home School District. My last day of work will be June 17, 2022.

I really appreciate the experience, growth opportunities and career development I have gained while working with you. My successor, like me, will be fortunate to be part of your dynamic and supportive team of educators.

Sincerely,

Michael Rolph

--  
Thad Holub  
Director of Student Services  
Title IX Coordinator  
Sweet Home School District  
541-367-7115





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## resignation

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Dave Tolle <dave.tolle@sweethome.k12.or.us>

Mon, Jan 31, 2022 at 3:17 PM

To: Ralph Brown <ralph.brown@sweethome.k12.or.us>, Julie Emmert <julie.emmert@sweethome.k12.or.us>

Good afternoon Ralph,

Please accept this letter as notice of my resignation from my position as a teacher at Sweet Home High School, effective today. It has been an honor to serve our students for the past 15 years and it has been a pleasure working with you and the Sweet Home High School Team. I appreciate your tremendous support - you have been an amazing administrator to work for.

Sincerely,  
Dave Tolle

**SWEET HOME SCHOOL DISTRICT 55**

**RECOMMENDATION TO HIRE**

CANDIDATE NAME: Tamara White

POSITION: Temp Special Ed

JOB #: 71-2122

DATE: 2/8/21

BUILDING: Holley/Charter

ADMINISTRATOR: Josh Dargis

Does this candidate hold a current Oregon License?	yes	<input checked="" type="checkbox"/>	no	<input type="checkbox"/>
Does this candidate hold an Out-of-State License?	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>
Is this candidate in the process of obtaining an Oregon License?	yes	<input type="checkbox"/>	no	<input checked="" type="checkbox"/>

Type of Endorsement: Temporary Special Ed

Have three reference checks been completed? yes  no

Effective Date: 2/9/21

Other Information:

[Empty box for other information]

Office use only:  
 Superintendent review date: [Signature]  
 Board approval date: 2/11/2021

YTD GENERAL FUND SPENDING COMPARED TO ADOPTED BUDGET & YTD SPENDING LAST YEAR

BY OBJECT CODE  
1/31/2022

2021-2022 Spending by Function			
Function	Budget	Actual	% of Bdg
1000 Instruction	14,637,062	5,875,565	40.1%
2000 Support	11,349,556	5,452,524	48.0%
3000 Community	303,649	147,115	48.4%
5200 Transfers	957,500	0	0.0%
	27,247,767	11,475,204	42.1%

OBJECT	DESCRIPTION	2021-22	YTD	YTD	Year-to-Year	Spending
		Adopted Budget	as of 1/31/21	as of 1/31/22	Increase/ <Decrease>	as a % of budget
0111/0123	Licensed Salaries	6,885,802	2,601,515	2,630,705	29,190	38.2%
0112/0124	Classified Salaries	4,210,622	1,760,570	1,913,541	152,971	45.4%
0113/0114	Administrators/Managers	1,688,059	904,399	939,521	35,122	55.7%
0121	Substitutes - Licensed	241,000	12,069	68,656	56,587	28.5%
0122	Substitutes - Classified	406,000	66,333	151,529	85,196	37.3%
0132	Overtime	32,000	3,683	18,817	15,134	58.8%
0134/0135	Extra Duty	359,480	102,434	214,324	111,890	59.6%
0210	Public Employees Retirement System	1,579,867	553,759	576,967	23,208	36.5%
0213	PERS Debt Service	1,717,247	699,083	720,146	21,063	41.9%
0220	Social Security	1,057,458	392,358	437,118	44,760	41.3%
0231	Worker's Compensation	125,571	49,319	56,910	7,591	45.3%
0232	Unemployment Compensation	41,429	10,202	11,385	1,183	27.5%
0240	Contractual Employee Benefits	2,994,500	1,082,278	1,108,187	25,909	37.0%
0241	Tuition Reimbursement - Admin.	10,000	0	0	0	0.0%
0242	Tuition Reimbursement - Certified	20,000	0	11,329	11,329	56.6%
0243	Conference/Wrkshp Reimb. - Certified	10,000	558	0	(558)	0.0%
0244	Conference/Wrkshp Reimb. - Classif.	2,500	0	0	0	0.0%
0245	District Paid Deferred Comp	20,750	6,636	11,510	4,874	55.5%
0249	Personal Choice Enroll Fee	2,000	940	895	(45)	44.8%
0312/0319	Instructional Services	45,000	0	1,650	1,650	3.7%
0321	Cleaning Services	12,500	6,607	6,722	115	53.8%
0322	Repairs and Maintenance Services	54,360	26,791	24,682	(2,109)	45.4%
0324	Rentals	6,000	15,905	360	(15,545)	6.0%
0325	Electricity	367,000	147,834	151,771	3,937	41.4%
0326	Fuel (Heating)	213,000	56,404	62,979	6,575	29.6%
0327	Water and Sewage	244,000	96,241	125,135	28,894	51.3%
0328	Garbage	88,000	23,671	32,714	9,043	37.2%
033X	Other Transportation	77,850	6,027	5,160	(867)	6.6%
0340	Travel	38,555	5,214	21,197	15,983	55.0%
0351/9	Telephone/Data Communications	147,800	106,703	120,627	13,924	81.6%
0353	Postage	25,000	9,389	5,674	(3,715)	22.7%
0354	Advertising/Public Notices	3,500	1,142	2,455	1,313	70.1%
0355	Printing and Binding	44,145	138	203	65	0.5%
0360	Charter School Payments	1,175,000	647,965	647,244	(721)	55.1%
0374	Other Tuition	35,000	3,200	9,789	6,589	28.0%
0381	Audit Services	25,000	19,700	20,850	1,150	83.4%
0382	Legal Services	20,000	0	2,817	2,817	14.1%
0384	Negotiation Services	7,500	0	0	0	0.0%
0388	Election Services	4,000	0	0	0	0.0%
0389	Other Non-instructional Prof/Tech	584,000	341,736	288,587	(53,149)	49.4%
0410	Supplies and Materials (includes bus fuel)	278,332	100,061	205,462	105,401	73.8%
0412	Supplies Tires	15,000	17	0	(17)	0.0%
0413	Supplies Vehicle Parts	70,000	9,828	13,781	3,953	19.7%
0414	Supplies Custodial	135,000	69,828	60,449	(9,379)	44.8%
0415	Supplies Maintenance	382,500	202,321	152,968	(49,353)	40.0%
0416	Supplies Grounds	26,000	16,168	2,421	(13,747)	9.3%
0417	Supplies Maintenance Vehicles	8,000	4,372	4,597	225	57.5%
0420	Textbooks	1,970	0	1,637	1,637	83.1%
0430	Library Books	10,100	632	7,874	7,242	78.0%
0440	Periodicals	3,104	2,456	1,197	(1,259)	38.6%
0460	Non-consumable Items	217,717	57,146	89,774	32,628	41.2%
0470	Computer Software	43,391	52,457	38,760	(13,697)	89.3%
0480	Computer Hardware	64,778	147,997	76,200	(71,797)	117.6%
052x/054x	Equipment Acquisition	60,000	17,900	10,200	(7,700)	17.0%
0640	Dues and Fees	41,880	51,939	72,687	20,748	173.6%
0651/5	Liability Insurance & Settlements	82,000	77,081	82,036	4,955	100.0%
0653	Property Insurance Premiums	229,000	192,015	253,005	60,990	110.5%
0711	Transfer to Josai	7,500	0	0	0	0.0%
0712	Transfer to Long Term Maintenance	750,000	0	0	0	0.0%
0713	Transfer to PERS Reserve Fund	100,000	0	0	0	0.0%
0715	Transfer to Curriculum/Tech. Fund	100,000	0	0	0	0.0%
		<b>27,247,767</b>	<b>10,763,021</b>	<b>11,475,204</b>	<b>712,183</b>	<b>42.1%</b>

8A

**Sweet Home School District**  
**ESSER (Elementary and Secondary School Emergency Relief Fund) Spending**  
**As of January 31, 2022**

**ESSER I**

<u>Description</u>	<u>Amount</u>	<u>Notes:</u>	<u>Fiscal Year</u>
Student Computer Purchases	249,653.87		2020-2021
Salary - Director of Instructional Technology	108,467.98		2020-2021
Benefits - Director of Instructional Technology	50,436.33		2020-2021
Computer Software	37,520.65	Primarily Canvas Learning Mngmt. Software	2020-2021
Custodial Supplies	13,056.65	For enhanced cleaning	2020-2021
Software Support	8,430.00	for the Canvas Learning Mngmt. System	2020-2021
COVID Supplies	4,208.44	Masks, Signage, Scrub Tops, etc.	2020-2021
	<u>471,773.92</u>		
<i>ESSER I allocation =</i>	<i>471,773.92</i>		
<i>Amount remaining =</i>	<i>0.00</i>		

**8A**

**ESSER II**

<u>Description</u>	<u>Amount</u>	<u>Notes:</u>	<u>Fiscal Year</u>
School HVAC System Upgrades	209,640.00		2020-2021
Computer Hardware	267,910.00	\$204,582 for chromebooks, \$63,328 for projectors	2021-2022
Modern Teacher	20,000.00		2021-2022
Zenith Schools	17,900.00		2021-2022
Instructional Technology Staff	105,591.00		2021-2022
Non-consumable items	11,841.70	includes \$11,712 for charging carts	2021-2022
Software subscriptions	92,308.73	includes multi-year subscriptions for IXL, Generation Genius, etc.	2021-2022
Consumable Supplies	1,230.90		2021-2022
Dues & Fees	7,011.54		2021-2022
Microsoft Surface Laptops (encumbered)	140,000.00		2021-2022
Instructional Tech. Staff (encumbered)	81,698.00		2021-2022
Charter School Allocation (ESSER I & II)	74,697.69		
	<u>1,029,829.56</u>		
<i>ESSER II allocation =</i>	<i>1,855,257.00</i>		
<i>Amount remaining (after encumbrances) =</i>	<i>825,427.44</i>		

*ESSER II Funds are available through September 30, 2023*

**ESSER III**

<u>Description</u>	<u>Amount</u>	<u>Notes:</u>	<u>Fiscal Year</u>
Summer School 2021 to address learning loss	60,902.00		2021-2022
Distance Learning Teacher	15,668.00		2021-2022
Computer Hardware	2,483.00		2021-2022
Charter School Allocation	133,749.24		
	<u>212,802.24</u>		
<i>ESSER III allocation =</i>	<i>4,166,643.00</i>		
<i>Amount remaining =</i>	<i>3,953,840.76</i>		

*ESSER III Funds are available through September 30, 2024.*

*20 percent must be spent on addressing learning loss*

# State Revenue Forecast Update

## February 9, 2022

From: Morgan Allen, Deputy Executive Director of Policy and Advocacy, Coalition of Oregon School Administrators

8A

We wanted to pass on a quick note about Oregon's budget that was delivered to lawmakers this morning.

Legislators again received stunning financial news this morning as the March Economic and Revenue Forecast showed another massive surge in tax collections. Net General Fund and Lottery revenues are up a combined \$1.173 *billion* since the December Forecast, a robust growth of 4% in just 3 months. And since that previous forecast the projected personal kicker has almost doubled to \$964.2 million and the projected corporate kicker has grown by over 150% to \$633.8 million. And remember, the state is only a third of the way through the 2021-23 biennial budget period; expect those numbers to grow significantly in future forecasts.

The state's reserve accounts (Education Stability Fund, Rainy Day Fund, and Cash Reserves) grew significantly again and are currently projected to top \$5 billion during the 2021-23 biennium. This is equivalent to 20% of the General Fund Budget. Add in the strength of Corporate Activity Tax collections, and it is safe to say that Oregon's budget is in the best financial position since the passage of Measure 5 in 1990.

We believe there are two major takeaways from today's forecast:

- First, it will significantly bolster our efforts to fund significant investments in the current session through House Bill 4030 to help address all the workforce challenges districts and ESDs are facing. It will also help our efforts to secure additional funding for summer learning and other programs to help increase learning opportunities for our students.
- Second, and perhaps most importantly, as Oregon's economy continues to outpace projections significantly, our future funding advocacy work must focus on the need for continued, sustained investments to meet the needs of our students and communities. One of the complicating factors in this effort is the reality that enrollment has declined by almost 30,000 students since the start of school in 2019. We will need to work together to make sure that we stabilize the budgets of our districts who have seen enrollment drops and are actually facing budget reductions at a time when state revenues are so robust.



## CONTENTS

Join OSBA Policy Services staff on Thursday, February 17, 2022, at 11 a.m. for the *Policy Update* Webinar.

Watch for news coming soon.

ACB – Every Student Belongs, Required  
 ACB-AR – Bias Incident Complaint Procedure, Required  
 DH – Loss Coverage, Highly Recommended  
 EEA-AR – School Bus Scheduling and Routing, Optional  
 GBA-AR – Veterans’ Preference, Highly Recommended  
 GBL – Personnel Records, Required  
 GBLA – Disclosure of Information, (previously highly recommended) DELETE  
 GCBDA/GDBDA-AR(1) – Family Leave \*, Highly Recommended  
~~GCBDA/GDBDA-AR(1) – Oregon Family Leave \*, Highly Recommended~~  
 IGBAF-AR – Special Education - Individualized Education Program, Required  
 IGBAG-AR – Special Education – Procedural Safeguards, Required  
 IGBB – Talented and Gifted Program, Required

## EVERY STUDENT BELONGS

### Summary

In September 2020, the Oregon State Board of Education passed OAR 581-022-2312, called All Students Belong. As a result, OSBA released new policy ACB and an accompanying AR in October 2020. In February 2021, the Oregon State Board of Education made some adjustments, including changing the title to Every Student Belongs. Later in 2021, the Oregon Legislature passed House Bill 2697 which addresses similar issues, but uses different language. Finally in October 2021, the Oregon State Board of Education amended the language in the rule to more closely match the statutory language.

In November 2021, OSBA released an updated version of ACB and ACB-AR. Because these versions were previously released, they are not included in this update. Questions regarding the updated versions should be directed to the policy department at OSBA.

### Collective Bargaining Impact

None

### Local District Responsibility

The board should review, revise and readopt with the recommended changes if changes have not been made since October 2021.

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.

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

**Jim Green**

Executive Director

**Mary Paulson**

Deputy Executive Director

**Haley Percell**

Chief Legal Counsel

Director of Legal Services

**Michael Miller**, Attorney

**Amy Williams**, Attorney

**Tonya Brady**, Attorney

**Callen Sterling**, Attorney

**Spencer Lewis**

Director of Policy Services

**Rick Stucky**

Policy Services Specialist

**Leslie Fisher**

Policy Services Specialist

**Colleen Allen**

Senior Policy Services

Assistant

**Jean Chiappisi**

Policy Services Assistant

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

## **Policy(ies) and ARs Impacted by these Revisions**

ACB – Every Student Belongs, Required

ACB-AR – Bias Incident Complaint Procedure, Required

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## **LOSS COVERAGE**

### **Summary**

Policy DH, previously titled *Bonded Employees and Officers*, has been updated to *Loss Coverage* and language revised to reflect current terms and practices.

Policy EEAB – School Bus Scheduling and Routing has been recoded to EEA-AR and is now an administrative regulation to policy EEA - Student Transportation Services. Additionally, language referencing staff personal use of school buses for transportation has been removed to avoid potential tax implications or ethics violations.

### **Collective Bargaining Impact**

None

### **Local District Responsibility**

If policy DH is included in the board’s manual, consider updating and readopting. If the board’s manual has policy EEAB, recommendations are to recode as an administrative regulation (AR), EEA-AR, and revise as recommended. It will be necessary to take action to rescind policy EEAB and resubmit the revision to the board as EEA-AR as an information item for their review if the desire is to add this AR.

## **Policy(ies) and ARs Impacted by these Revisions**

DH – Loss Coverage, Highly Recommended

EEA-AR – School Bus Scheduling and Routing, Optional

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## **VETERANS’ PREFERENCE**

### **Summary**

Senate Bill 184 (2021) modified ORS 408.230 to replace use of the term ‘preference points’ with *percentage points* for application of a veterans’ preference during the screening (if applicable), interviewing and appointing process for a public employer. The bill also added criteria in ORS 408.235 for additional circumstances for which an employer may treat an individual as a veteran or a disabled veteran.

### **Collective Bargaining Impact**

None

### **Local District Responsibility**

Review the Board’s policy manual and if GBA-AR is present, consider updating language in the AR.

## **Policy(ies) and ARs Impacted by these Revisions**

GBA-AR – Veterans’ Preference, Highly Recommended

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### **PERSONNEL RECORDS**

#### **Summary**

After review of model sample policies GBL and GBLA, it was decided to combine the two policies. The resulting changes are proposed in this issue which includes the deletion of GBLA in lieu of changes made to model sample policy GBL – Personnel Records.

#### **Collective Bargaining Impact**

None

#### **Local District Responsibility**

Review and determine if the two referenced policies are listed in the board’s policy manual; make the suggested changes to policy GBL – Personnel Records and rescind policy GBLA if it is present in the manual.

## **Policy(ies) and ARs Impacted by these Revisions**

GBL – Personnel Records, Required

GBLA – Disclosure of Information, (previously highly recommended) DELETE

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### **OREGON FAMILY MEDICAL LEAVE**

#### **Summary**

House Bill 2474 passed by the 2021 Legislature modifies the Oregon Family Leave Act (OFLA) by establishing eligibility for protected leave under OFLA for all employees of a covered employer during a public health emergency, unless they had been employed fewer than 30 days or worked less than 25 hours per week on average in the 30 days leading up to the leave. The bill also establishes eligibility for employees if they separate, are eligible, and are reemployed within 180 days, or because of a temporary cessation of scheduled hours. The bill allows for restoration of time worked after separation and reemployment under certain circumstances and allows employers to request verification of child care need.

OSBA has changed the title of the AR for entities with 25-49 employees to “Oregon Family Leave \*”.

OSBA has changed the title of the AR for entities with 50 or more employees to “Family Leave \*”.

#### **Collective Bargaining Impact**

Review collective bargaining agreement so it is compatible with new OFLA requirements.

#### **Local District Responsibility**

If the district has between 25-49 employees review highly recommended administrative regulation GCBDA/GDBDA-AR(1) – Oregon Family Leave \* and update as necessary.



## **Collective Bargaining Impact**

None

## **Local District Responsibility**

The Board should review the recommended changes to required policy IGBB – Talented and Gifted Program and adopt the changes.

## **Policy(ies) and ARs Impacted by these Revisions**

IGBB – Talented and Gifted Program, Required

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## **ABOUT *POLICY UPDATE***

*Policy Update* is a subscription newsletter providing a brief discussion of current policy issues of concern to Oregon school districts, education service districts, community colleges, and public charter schools.

Sample model 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 model 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 or 503-588-2800.

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## **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](http://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.



Code: ACB  
Adopted: 1/11/2020  
Revision 1<sup>st</sup> Reading: 2/14/2022

## Every Students Belong

All students are entitled to a high quality educational experience, free from discrimination or harassment based on perceived race, color, religion, gender identity, sexual orientation, disability or national origin.

All employees are entitled to work in an environment that is free from discrimination or harassment based on perceived race, color, religion, gender identity, sexual orientation, disability or national origin.

All visitors are entitled to participate in an environment that is free from discrimination or harassment based on perceived race, color, religion, gender identity, sexual orientation, disability or national origin.

“Bias incident” means a person’s hostile expression of animus toward another person, relating to the other person’s perceived race, color, religion, gender identity, sexual orientation, disability or national origin, of which criminal investigation or prosecution is impossible or inappropriate. Bias incidents may include derogatory language or behavior directed at or about any of the preceding demographic groups.

“Symbol of hate” means<sup>a</sup>, symbols of neo-Nazi ideology, or the battle flag of the Confederacy, a symbol, image, or object that expresses animus on the basis of race, color, religion, gender identity, sexual orientation, disability or national origin including, the noose, swastika, or confederate flag<sup>b</sup>, and whose display:

1. ~~Is reasonably likely to cause a substantial disruption of or material interference with school activities; or~~
2. ~~Is reasonably likely to interfere with the rights of students by denying them full access to the services, activities, and opportunities offered by a school.~~

The district prohibits the use or display of any symbols of hate on district grounds, school property<sup>c</sup> or in an education program<sup>d</sup> except where used in teaching curriculum that is aligned with state standards of education for public schools.

<sup>a</sup> The display of a noose on public property with the intent to intimidate may be a Class A Misdemeanor under Senate Bill 398 (2021).

<sup>b</sup> While commonly referred to as the “confederate flag,” the official name of the prohibited flag is the Battle Flag of the Armies of Northern Virginia.

<sup>c</sup> “School property” means any property under the control of the district.

<sup>d</sup> “Education program” includes any program, service, school or activity sponsored by the district.

~~or in any district or school sponsored program, service, school or activity that is funded in whole or in part by monies appropriated by the Oregon Legislative Assembly, except where used in teaching curriculum that is aligned to the Oregon State Standards.~~

In responding to the use of any symbols of hate or bias incidents, the district will use non-disciplinary remedial action whenever appropriate.

The district prohibits retaliation against an individual because that person has filed a charge, testified, assisted or participated in an investigation, proceeding or hearing; and further prohibits anyone from coercing, intimidating, threatening or interfering with an individual for exercising any rights guaranteed under state and federal law. individual has in good faith reported information that the individual believes is evidence of a violation of a state or federal law, rule or regulation.

Nothing in this policy is intended to interfere with the lawful use of district facilities pursuant to a lease or license.

The district will use administrative regulation ACB-AR - Bias Incident Complaint Procedure to process reports or complaints of bias incidents.

END OF POLICY

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**Legal Reference(s):**

ORS 659.850

ORS 659.852

OAR 581-002-0005

OAR 581-022-2312

OAR 581-022-2370

*Tinker v. Des Moines Indep. Cmty. Sch. Dist.*, 393 U.S. 503 (1969).

*Dariano v. Morgan Hill Unified Sch. Dist.*, 767 F.3d 764 (9th Cir. 2014).

*State v. Robertson*, 293 Or. 402 (1982).



## Bias Incident Complaint Procedure

The term “bias incident” is and “symbols of hate” are defined in policy. Persons impacted by a bias incident or ~~display of a symbol of hate shall~~ be defined broadly to include ~~individuals at whom an incident was persons~~ directedly targeted by an act, as well as students in the larger school community likely to be impacted by the ~~act incident~~.<sup>a</sup>

Step 1: When a staff member learns of a potential bias incident, the staff member will prioritize the safety and well-being of all persons impacted and without unreasonable delay report the incident to the building or program administrator.

Step 2: The administrator or designee shall acknowledge receipt of the complaint, reduce the complaint to writing, and investigate any complaint of a bias incident. Responding staff will recognize the experience of all persons impacted, acknowledge the impact, commit to taking immediate action, and prevent further harm against those persons impacted from taking place. Redirection procedures, if any, will include:

- ~~• Educational components that address the history and impact of hate;~~
- ~~• Procedural components to ensure the safety, healing, and agency of those impacted by hate;~~
- ~~• Accountability and transformation for people who cause harm; and~~
- ~~• Transformation of the conditions that perpetuated the harm.~~

- Address the history and impact of bias and hate;
- Advance the safety and healing of those impacted by bias and hate;
- Promote accountability and transformation for people who cause harm; and
- Promote transformation of the conditions that perpetuated the harm.

The administrator or designee must consider whether the behavior implicates other district policies or civil rights laws, and if so, respond accordingly.

The administrator or designee will make a decision within 10 days of receiving the complaint.

All persons impacted will be provided with information relating to the investigation and the outcome of the investigation. At a minimum, the information provided must include:

- ~~• That an investigation has been initiated;~~

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<sup>a</sup> The term “complainant” in this administrative regulation includes persons filing formal complaints and persons reporting bias incidents, regardless of whether the complainant is a victim. Similarly, the term “complaint” includes any report, information or complaint.

- ~~When the investigation has been completed;~~
- ~~The findings of the investigation and the final determination based on those findings; and~~
- ~~Actions taken with the person or persons who committed the harassing behavior to remedy the behavior and prevent reoccurrence when the actions relate directly to a person impacted by the event.~~

- Notice that an investigation has been initiated;
- Notice when an investigation has been completed;
- Findings of the investigation and the final determination based on those findings;
- Actions taken to remedy a person's behavior and prevent reoccurrence; and
- When applicable, the legal citation of any law prohibiting disclosure of any information described above, and an explanation of how that law applies to the current situation.

Step 3: If complainant or a respondent wishes to appeal the decision of the administrator or designee, the complainant or respondent may submit a written appeal to the superintendent within five school days after receipt of the administrator or designee's response to the complaint.

The superintendent or designee shall acknowledge receipt of the appeal and may meet with all parties involved. The superintendent or designee will review the merits of the complaint and the administrator or designee's decision. The superintendent or designee will respond in writing to the complainant within 10 school days.

The superintendent or designee will ensure that the requirements in Steps 1 and 2 (redirection procedures, notice, etc.) are continued to be met through Step 3, as appropriate.

Step 4: If the complainant or respondent is not satisfied with the decision of the superintendent or designee, a written appeal may be filed with the Board within five school days of receipt of the superintendent or designee's response to Step 3. The Board may decide to hear or deny the request for appeal at a Board meeting. The Board may use an executive session if the subject matter qualifies under Oregon law. If the Board decides to hear the appeal, the Board may meet with the concerned parties and their representative at the next regular or special Board meeting. The Board's decision will be final and will address each allegation in the complaint and contain reasons for the Board's decision. A copy of the Board's final decision shall be sent to the complainant in writing within 10 days of this meeting.

The Board will ensure that the requirements in Steps 1 and 2 (redirection procedures, notice, etc.) are continued to be met through Step 4, as appropriate.

Complaints can be filed with or communicated directly to the administrator or designee, in which case Step 1 will be skipped. Complaints against the administrator can be directed to the superintendent or designee and will begin at Step 3. Complaints against the superintendent or a Board member(s) can be directed to the Board and will begin at Step 4. If complaints begin later than Step 1, the individuals reviewing the complaint will ensure that all requirements are met.

The complainant, if a person who resides in the district or a parent or guardian of a student who attends school in the district or a student, is not satisfied after exhausting local complaint procedures, the district

fails to render a written decision within 30 days of submission of the complaint at any step or fails to resolve the complaint within 90 days of the initial filing of the complaint, may appeal<sup>b</sup> the district's final decision to the Deputy Superintendent of Public Instruction under Oregon Administrative Rules (OAR) 581-002-0001 – 581-002-0023.

Complaints may also be filed directly with the U.S. Department of Education Office for Civil Rights.<sup>c</sup>

District administration will develop and implement instructional materials to ensure that all school employees and staff are made aware of this procedure and related practices. The materials will include reporting procedures, educational processes, and possible consequences.

When necessary, timelines may be adjusted by the district by communicating to all parties in writing. This communication must include a new timeline and an explanation of why the timeline must be adjusted.

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<sup>b</sup> An appeal must meet the criteria found in OAR 581-002-0005(1)(a).

<sup>c</sup> Complaints must meet criteria as established by law. For more information, visit <http://www.ed.gov/about/offices/list/ocr/complaintintro.html>



Code: **DH**  
Adopted: 4/4/88  
Revised/Readopted: 12/14/98, 7/9/07, 9/9/13  
Orig Code: BP 6450  
Revision 1<sup>st</sup> Reading: 2/14/2022

### **Bonded Employees and Officers Loss Coverage**

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

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

END OF POLICY

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**Legal Reference(s):**

ORS 328.441  
ORS 332.525  
OAR 581-022-1720



Code: **EEAB-AR**  
Adopted: 4/4/88  
Readopted: 1/11/99  
Orig. Code(s): BP 7410  
Revision 1<sup>st</sup> Reading: 2/14/2022

## School Bus Scheduling and Routing

~~Bus routes, schedules and stops will be developed under the direction of the supervisor of transportation. The purpose of bus scheduling and routing will be to achieve maximum service with a minimum fleet of buses consistent with rendering reasonable equal service to all students.~~

~~Bus routes will follow the most direct roads practicable for bus travel to serve those students entitled to transportation service. Where an alternate route may be selected without sacrifice of efficiency or economy, preference will be given to that route serving the largest number of students most directly. Bus routes will not include private roads. When roads become too rough, muddy or hazardous, the route will be discontinued until the situation is corrected. Route extensions will be not more than 1½ miles per student. No school bus will stop to pick up or let off passengers except at regular designated stops.~~

~~Routes will be designed to eliminate as many turn-around points as possible, and to employ as nearly as practicable the full carrying capacity for each bus route. No bus will be overloaded. New routes will be established only when full capacity of buses on existing routes has been reached or is imminent.~~

~~Authorized bus stops will be located at convenient intervals in places where students may board and get off, cross highways and await arrival of buses with the utmost safety permitted by highway conditions.~~

~~The number of bus stops on each route will be limited so as to enable buses to make the run in reasonable time.~~

~~Insofar as educational requirements permit, school schedules will be adjusted to allow maximum utilization of each bus in the system by alternating elementary and secondary trips with the same fleet of buses.~~

~~Actual bus stops and routes will be determined by the transportation supervisor and will be based upon efficiency, safety, Board policy and applicable state and federal laws and rules.~~

~~The determination of safe roads for school bus travel will be made by the transportation supervisor~~

~~The superintendent or designee will:~~

- ~~1. Annually review and assess school bus routes, stops and loading zones for safety, changing student population and supervision of students;~~
- ~~2. Advise parents of any changes in transportation policy affecting their students as early as possible and be responsive to parents' calls for assistance in seeking alternatives to busing; and~~
- ~~3. Work with cities, the county and other appropriate governmental agencies on a continuing basis regarding transportation issues.~~

~~School bus routes will be planned and organized to ensure student safety and receive the maximum bus use efficiency.~~

- ~~1. Student safety will be the major part of any route decisions.~~



2. Bus routing will be the responsibility of the transportation supervisor, or delegated representative, with the administrator's assistance.
3. Anyone requesting a route change will be referred to the transportation supervisor or delegated representative.
4. Route conditions will be reviewed routinely.
5. Routes will be planned to ensure the least possible amount of time elapsing from first pick-up to school, commensurate with economical efficiency.
6. Bus routes will traverse city, county, state or federal roads using district discretion.
7. Students living within one mile of school may be transported for health, safety and disability reasons when an approved supplemental plan is on file.
8. Secondary students eligible for bus transportation may be expected to walk up to one and one-half miles to a bus stop. Elementary students may be expected to walk up to one mile to a bus stop.
9. Where feasible, bus stops will be designated and students will be expected to gather at the assigned stop.
10. A fully supported seat shall be provided each student. Students must not stand.
11. Students may be transferred directly from one bus to another while being transported to and from school.
12. Transportation of students for nonschool group activities during regular school to home routes shall, in order to ensure adequate space, require written request from the parent and prior approval from the transportation supervisor.

END OF POLICY

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Legal Reference(s):

ORS 332.405

OAR 581-053



Code: GBA-AR  
Adopted:  
NEW POLICY: 2/14/2022

## Veterans' Preference

Oregon's Veterans' Preference Law requires the district to grant a preference to qualified and eligible veterans and disabled veterans at each stage in the hiring and promotion process. To be qualified for veterans' preference, a veteran or disabled veteran must meet the minimum and any other special qualifications required for the position sought. To be eligible for veterans' preference, a veteran or disabled veteran must provide certification they are a veteran or disabled veteran as defined by Oregon law.<sup>b</sup>

The district is not obligated to hire or promote a qualified and eligible veteran or disabled veteran. The district is obligated to interview all minimally qualified veterans or disabled veterans and to hire or promote a qualified or eligible veteran or disabled veteran if the individual is equal to or better than the top candidate after the veterans' preference has been applied.

A veteran may submit a written request to the district for an explanation of the reasons why they were not selected for the position. The district shall provide the reasons for not selecting the candidate when requested.

### Recruitment Procedures

All job postings or announcements will include a concise list of minimum and any special qualifications required for the position. Job postings will include a statement that the district's policy is to provide veterans and disabled veterans with preference as required by law and the job posting will require applicants to provide certification<sup>c</sup> of eligibility for preference, in addition to other requested materials.

### Selection Procedures<sup>d</sup>

Step 1: Before the review of any applications the [human resource director] will establish an evaluation scoring guide based on the minimum and any special qualifications listed in the job posting.

<sup>a</sup> See Oregon Revised Statute (ORS) 408.235.

<sup>b</sup> See Oregon Revised Statute (ORS) 408.225 and OAR 839-006-0440 for definitions of veteran and disabled veteran.

<sup>c</sup> See Verification of Veteran's Preference (OAR 839-006-0465). An applicant claiming veteran's or disabled veteran's preference will submit a copy of their Certificate of Release or Discharge from Active Duty (DD Form 214 or 215) or a certification that the veteran is expected to be discharged or released from active duty under honorable conditions not later than 120 days after the submission of the certification. A disabled veteran may also submit a copy of their letter from the U.S. Department of Veterans Affairs, unless the information is included in the DD Form 214/215 or a certification that the veteran is expected to be medically separated from active duty under honorable conditions not later than 120 days after the submission of the certification.

<sup>d</sup> If the district chooses not to use a scored system the law requires that the district give special consideration in the district's hiring decision to veterans and disabled veterans and the district will need to be able to demonstrate the method used for providing special consideration. ORS 408.230(2)(c).

Step 2: The [human resource director] will review the application materials using the evaluation scoring guide to determine which applicants meet the minimum and any special qualifications listed in the job posting. In assessing the applicant materials of a veteran or disabled veteran the [human resource director] shall evaluate whether the skill experience obtained in the military are transferable to the posted position. Any applicants that do not meet the minimum and any special qualifications shall be removed from the applicant pool.

Step 3: Based on Step 2, the [human resource director] determines who will be interviewed. All qualified and eligible veterans or disabled veterans shall be given an opportunity to interview.

Step 4: Interview questions and scoring sheets will be developed and each scoring sheet must be completed after each interview by the interviewers.

Step 5: Following completion of the interviews, the [human resource director] shall complete the selection matrix and score the applicants based on the scoring sheets completed during interviews. Veterans' preference shall be applied by adding 5 percentage points to an eligible veteran and 10 percentage points to an eligible disabled veteran.

Step 6: The human resource director makes the offer to the applicant with the highest final score. The district is not obligated to hire or promote a qualified and eligible veteran or disabled veteran. The district is obligated to hire or promote a qualified or eligible veteran or disabled veteran if they are equal or better than the top candidate after the veterans' preference has been applied.

A veteran may submit a written request to the district for an explanation of the reasons why they were not selected for the position. The district shall provide the reasons for not selecting the candidate when requested.

### **Filing a Complaint**

A veteran or disabled veteran is encouraged to contact the human resource office if they have any concerns or questions concerning the application of or the process used for veterans' preference.

A veteran or disabled veteran claiming to be aggrieved by a violation of Board policy GBA - Equal Employment Opportunity or this administrative regulation, may file a written complaint with the Civil Rights Division of the Bureau of Labor and Industries (BOLI) in accordance with Oregon Revised Statute (ORS) 659A.820.



Code: **GBL**  
Adopted: 12/13/93  
Revised/Readopted: 8/10/98, 9/8/03, 11/14/05,  
7/13/2020  
Orig Code: BP 3160  
Revision 1<sup>st</sup> Reading: 2/14/2022

### **Personnel Records**

An official personnel file will be established for each person employed by the district. Personnel files will be maintained in a central location.

All records containing employee medical condition information such as workers' compensation reports and release or permission to return to work forms will be kept confidential, in a separate file from personnel records. Such records will be released only in accordance with the requirements of the Americans with Disabilities Act or other applicable law.

The superintendent will be responsible for establishing procedures regarding the control, use, safety and maintenance of all personnel records. Employees will be given a copy of evaluations, complaints and written disciplinary actions placed in their personnel file. All charges resulting in disciplinary action shall be considered a permanent part of a teacher's personnel file and shall not be removed for any reason. Employees may submit a written response to any materials placed in their personnel file.

Except as provided below, or required by law, district employees' personnel records will be available for use and inspection only by the following:

1. The individual employee. An employee may arrange with the personnel office to inspect the contents of their personnel file on any day the personnel office is open for business;
2. Others designated by the employee in writing may arrange to inspect the contents of the employee's personnel file in the same manner described above;
3. The comptroller or auditor, when such inspection is pertinent to carrying out their respective duties, or as otherwise specifically authorized by the Board. Information so obtained will be kept confidential. No files will be removed from their central location for personal inspection;
4. A Board member when specifically authorized by the Board. Information will be kept confidential. No files will be removed from their central location for personal inspection;
5. The superintendent and members of the central administrative staff designated by the superintendent;
6. District administrators and supervisors who currently or prospectively supervise the employee;
7. Employees of the personnel office;
8. Attorneys for the district or the district's designated representative on matters of district business;
9. Upon receiving a request from a prospective employer issued under Oregon Revised Statute (ORS) 339.374(1)(b), the district, pursuant to ORS 339.378(1), shall disclose the requested information if it

has or has had an employment relationship with a person who is the subject of the request, no later than 20 days after receiving such request. The Records created by the district pursuant to Oregon Revised Statute (ORS) 339.388(8)(c) are confidential and are not public records as defined in ORS 192.311. The district may use the record as a basis for providing the information required to be disclosed about an employee under ORS 339.378(1);

10. Upon request from a law enforcement agency, the Oregon Department of Human Services, the Teacher Standards and Practices Commission, or the Oregon Department of Education, in conducting an investigation related to suspected abuse or suspected sexual conduct, to the extent allowable by state and federal law, including laws protecting a person from self-incrimination.
11. ~~Upon request from a prospective employer or a former employee, authorized district officials may disclose information about a former employee's job performance to a prospective employer and such disclosure is presumed to be in good faith. Presumption of good faith is rebutted by showing the information disclosed was knowingly false or deliberately misleading, was rendered with malicious purpose or violated any civil right of the former employee protected under ORS 659 or ORS 659A.~~

The superintendent may permit persons other than those specified above to use and to inspect personnel records when, in their opinion, the person requesting access has a legitimate official purpose. The superintendent will determine in each case, the appropriateness and extent of such access.

Release of personnel records to parties other than those listed above, will be in line with the Board policy KBA - Public Records.

END OF POLICY

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Legal Reference(s):

ORS 342.850  
ORS 652.750

ORS 342.143  
SB 755 (2005)

OSEA v. Lake County School District, Case No. C-202-83, 8 PECBR 7837 (1985); rev'd, 81 Or App 623 (1986); order on remand, 9 PECBR 9501 (1987); aff'd, 93 Or App 481 (1988).

Americans with Disabilities Act of 1990, 42 U.S.C. Sections 12101-12213; 29 CFR Part 1630 (2000); 28 CFR Part 35 (2000).



Code: GBLA  
Adopted: 11/14/05  
Revised/Readopted: 1/10/11, 7/13/20  
DELETE POLICY

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### **Disclosure of Information**

Authorized district officials may disclose information about a former employee's job performance to a prospective employer. District officials are immune from civil liability for such disclosures under the following conditions:

1. ~~The disclosure of information regarding the former employee's job performance is upon request of the prospective employer or the former employee. This disclosure is presumed to be in good faith. Presumption of good faith is rebutted by showing the information disclosed was:~~
  - a. ~~Knowingly false;~~
  - b. ~~Deliberately misleading;~~
  - c. ~~Rendered with malicious purpose; or~~
  - d. ~~Violated civil right of the former employee protected under Oregon Revised Statute (ORS) 659 or ORS 659A.~~
2. ~~Records created pursuant to ORS 339.388(8)(c) are confidential and are not public records as defined in ORS 192.311. The district may use the record as a basis for providing the information required to be disclosed about an employee under ORS 339.378(1);~~
3. ~~The disclosure is a result of a request from law enforcement, Oregon Department of Human Services, Teacher Standards and Practices Commission, or the Oregon Department of Education in conducting an investigation related to suspected abuse or suspected sexual conduct to the extent allowable by state and federal law, including laws protecting a person from self incrimination;~~
4. ~~No later than 20 days after receiving a request under ORS 339.374(1)(b), the district, if it has or has had an employment relationship with the applicant shall disclose the information requested END OF POLICY~~

~~Or. Attorney General's Public Records and Meetings Manual.~~

#### **Legal Reference(s):**

~~ORS 30.178~~  
~~ORS 339.370 - 339.374~~  
~~ORS 339.378~~  
~~ORS 339.388~~  
~~ORS Chapter 659~~  
~~ORS Chapter 659A~~



Code: **GCBDA/GDBDA-AR (1)**  
Adopted: 8/10/98  
Revised/Readopted: 9/13/04, 12/10/07, 12/8/08,  
9/14/09  
3/8/10, 5/10/10, 9/9/13, 1/13/14,  
8/14/17, 1/11/2021

## **~~Federal Family and Medical Leave/State Family Medical Leave~~**

### **Coverage**

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

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

### **Employee Eligibility**

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

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

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

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

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

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

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

1. Separates from employment with the covered employer, irrespective of any reason:
  - a. Is eligible to take leave OFLA at the time the employee separates; and
  - b. Is reemployed by the covered employer within 180 days of separation from employment; or
2. Is eligible to take OFLA leave:
  - a. At the beginning of a temporary cessation of scheduled hours of 180 days or less; and
  - b. Returns to work at the end of the temporary cessation of scheduled hours of 180 days or less.

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

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

3. A female employee who has taken 12 weeks of pregnancy disability leave need not requalify leave in the same leave year for any other purpose;
4. An employee who has taken 12 weeks of parental leave need not requalify to take an additional 12 weeks in the same leave year for sick child leave; and
5. An employee granted leave for a serious health condition for the employee or a family member need not requalify if additional leave is taken in this leave year for the same reason.

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

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



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

### **Qualifying Reason**

Eligible employees may access FMLA leave for the following reasons:

6. Serious health condition of the employee or the employee's covered family member:
  - a. Inpatient care;
  - b. Continuing treatment;
  - c. Chronic conditions;
  - d. Permanent, long-term or terminal conditions;
  - e. Multiple treatments;
  - f. Pregnancy and prenatal care.
  
7. Parental leave<sup>2</sup> (separate from eligible leave as a result of a child's serious health condition):
  - a. Bonding with and the care for the employee's newborn (within 12 months following birth);
  - b. Bonding with and the care for a newly adopted or newly placed foster child under the age of 18 (within 12 months of placement);
  - c. Care for a newly adopted or newly placed foster child over 18 years of age who is incapable of self-care because of a physical or mental impairment (within 12 months of placement);
  - d. Time to effectuate the legal process required for placement of a foster child or the adoption of a child.
  
8. Military Caregiver Leave: leave for the care for spouse, son, daughter or next-of-kin who is a covered servicemember/veteran with a serious injury or illness;
  
9. Qualifying Exigency Leave: leave arising out of the foreign deployment of the employee's spouse, son, daughter or parent.

Eligible employees may access OFLA for the following reasons:

1. Serious health condition of the employee or the employee's covered family member:
  - a. Inpatient care;
  - b. Continuing treatment;
  - c. Chronic conditions;
  - d. Permanent, long-term or terminal conditions;
  - e. Multiple treatments;
  - f. Pregnancy and prenatal care.
  
2. Parental leave (separate from eligible leave as a result of the child's serious health condition):
  - a. Bonding with and the care for the employee's newborn (within 12 months following birth);

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<sup>2</sup> Parental leave must be taken in one continuous block of time within 12 months of the triggering event.

- b. Bonding with and the care for a newly adopted or newly placed foster child under the age of 18 (within 12 months of placement);
  - c. Care for a newly adopted or newly placed foster child over 18 years of age who is incapable of self-care because of a physical or mental impairment (within 12 months of placement);
  - d. Time to effectuate the legal process required for placement of a foster child or the adoption of a child.
3. Sick Child Leave: leave for non-serious health conditions of the employee’s child. For OFLA, sick child leave includes absence to care for an employee’s child whose school or child care provider has been closed<sup>3</sup> in conjunction with a statewide public health emergency declared by a public health official.<sup>4</sup>
  4. Bereavement Leave: leave related to the death of a covered family member.<sup>5</sup>
  5. Eligible employees may access OMFLA for the purpose of spending time with a spouse or same-gender domestic partner who is in the military and has been notified of an impending call or order to active duty, or who has been deployed during a period of military conflict.
  6. The eligibility of an employee who takes multiple leaves for different qualified reasons during the same district designated leave period may be reconfirmed at the start of each qualified leave requested.

**Definitions**

1. Family member:
  - a. For the purposes of FMLA, “family member” means:
    - (1) Spouse<sup>6</sup>;
    - (2) Parent;
    - (3) Child; or
    - (4) Persons who are “in loco parentis”.

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

<sup>4</sup> The district may request verification of the need for sick child leave due to a closure during a statewide emergency. Verification may include:

1. The name of the child being cared for;
2. The name of the school or child care provider that has closed or become unavailable; and
3. A statement from the employee that no other family member of the child is willing and able to care for the child. With the care of a child older than 14, a statement that special circumstances exist requiring the employee to provide care to the child during daylight hours.

<sup>5</sup> Bereavement leave under OFLA must be completed within 60 days of when the employee received notice of the death.

<sup>6</sup> “Spouse” means individuals in a marriage, including “common law” marriage and same-sex marriage. For OFLA, spouse also includes same-sex individuals with a Certificate of Registered Domestic Partnership.

- b. For the purposes of OFLA, “family member” means:
  - (1) Spouse;
  - (2) Registered, same-gender domestic partner;
  - (3) Parent;
  - (4) Parent-in-law;
  - (5) Parent of employee’s registered, same-gender domestic partner;
  - (6) Child;
  - (7) Child of employee’s registered, same-gender domestic partner;
  - (8) Grandchild;
  - (9) Grandparent; or
  - (10) Persons who are “in loco parentis”.

2. Child:

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

3. In loco parentis:

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

4. Next of kin:

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

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

e. First cousins.

5. Covered servicemembers:

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

6. Covered veteran:

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

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

7. Public health emergency:

For OFLA a public health emergency means;

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

### Leave Period

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

### Leave Duration

For the purposes of FMLA, an eligible employee is generally entitled to a total of 12 weeks of qualified leave during the district’s designated leave period<sup>7</sup>. Spouses who work for the district may be limited to a combined 12 weeks of FMLA leave during the district’s designated leave period when the purpose of the leave is for the birth of a child or to care for a child after birth, placement of an adopted or foster child or

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

the care for an adopted or foster child after placement, or to care for the employee's parent's serious medical condition. Except in specific and unique instances, all qualified leave under FMLA counts toward an employee's leave entitlement within the district's designated leave period.

For the purposes of OFLA, an eligible employee is generally entitled to a total of 12 weeks of qualified leave during the district's designated leave period. However, a woman is entitled to an additional, full 12 weeks of parental leave during the district's designated leave period following the birth of a child regardless of how much OFLA qualified leave she has taken prior to the birth of such child during the district's designated leave period. Likewise, an employee who uses the full 12 weeks of parental leave during the district designated leave period, will be entitled to an additional 12 weeks of sick child leave under OFLA during the district's designated leave period for the purpose of caring for a child(ren) with a non-serious health condition requiring home care.<sup>8</sup> Unlike FMLA, OFLA does not combine the leave entitlement for spouses working for the district. However, under OFLA, family members who work for the district may be restricted from taking concurrent OFLA qualified leave.<sup>9</sup>

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

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

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

### **Intermittent Leave**

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

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

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

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

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

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

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

1. May allow an exempt employee, as defined by state and federal law, with accrued paid time off to take OFLA leave in blocks of less than a full day; but
2. May not reduce the salary of an employee who is taking intermittent leave when they do not have accrued paid leave available. To do so would result in the loss of exemption under state law.

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

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

### **Alternate Work Assignment**

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

1. The employee accepts the position voluntarily and without coercion;
2. The transfer is temporary, lasts no longer than necessary and has equivalent pay and benefits;
3. The transfer is compliant with any applicable collective bargaining agreement;
4. The transfer is compliant with state and federal law, including but not limited to the protections provided for in FMLA and/or OFLA; and
5. The transfer is not used to discourage the employee from taking FMLA and/or OFLA leave for a serious health condition or to create a hardship for the employee.

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

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

4. The transfer is compliant with state and federal law, including but not limited to the protections provided for in FMLA and/or OFLA;
5. The transfer to an alternate position is used only when there is no other reasonable option available that would allow the employee to use intermittent leave or reduced work schedule; and
6. The transfer is not used to discourage the employee from taking intermittent or reduced work schedule leave, or to create a hardship for the employee.

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

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

### **Special Rules for School Employees**

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

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

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

#### **1. Foreseeable Intermittent Leave Exceeding 20 Percent of Working Days**

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

- a. Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or

- b. Temporarily transfer the eligible school employee to an alternate position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than the employee's original position.

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

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

- a. When the qualified leave begins more than five weeks before the end of the school year:
  - (1) For the purposes of FMLA leave, the eligible school employee may be required to continue taking leave until the end of the school year provided:
    - (a) The leave will last at least three weeks; and
    - (b) The employee would return to work during the three-week period before the end of the term.
  - (2) For the purposes of OFLA leave, if the reason for the leave is because of the eligible school employee's own serious health condition, the eligible school employee may be required to remain in leave until the end of the school year, provided:
    - (a) The leave will last at least three weeks; and
    - (b) The employee's return to work would occur within three weeks of the end of the school year.
- b. For the purposes of FMLA and/or OFLA leave, when the qualified leave begins within five weeks of the end of the school year and the purpose of such leave is parental leave, for the serious health condition of a family member or for the serious health condition of a servicemember, the eligible school employee may be required to remain on leave until the end of the school year provided:
  - (1) The leave will last more than two weeks; and
  - (2) The employee would return to work during the two-week period before the end of the school year.
- c. For the purposes of FMLA and/or OFLA leave, when the qualified leave begins within three weeks of the end of the school year and the purpose of such leave is parental leave, for the serious health condition of a family member or for the serious health condition of a servicemember, the eligible school employee may be required to remain on leave until the end of the school year provided the length of the leave will last more than five working days.

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

### **Paid/Unpaid Leave**



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

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

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

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

## **Benefits and Insurance**

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

During an OFLA qualified leave an eligible employee does not accrue seniority or other benefits that would have accrued while the employee was working, unless the terms of a collective bargaining agreement, other agreement or other employer's policy provide otherwise<sup>12</sup>. The eligible employee is also subject to layoff to the same extent similarly situated employees not taking OFLA leave are subject unless the terms of an applicable collective bargaining agreement, other agreement or the district's policies provide otherwise.

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

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

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<sup>12</sup> See also ORS 342.934(4)(d) in reduction force situations:

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

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

### **Fitness-for-Duty Certification**

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

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

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

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

### **Application**

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

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

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

For the purposes of OFLA, an eligible employee is required to provide oral or written notice within 24 hours of commencement of the leave in unanticipated or emergency leave situations. The employee may designate a family member or friend to notify the district during that period of time. Failure of an employee to provide the required notice for leave covered by OFLA may result in the district deducting up

to three weeks from the employee's unused OFLA leave in that one-year leave period. The employee may be subject to disciplinary action for not following the district's notice procedures.

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

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

### **Medical Certification**

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

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

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

### **Second and Third Opinions**

1. For the purposes of FMLA, the district may designate a second health care provider, but that person cannot be utilized by the district on a regular basis except in rural areas where health care is extremely limited. If the opinions of the employee's and the district's designated health care provider(s) differ, the district may require a third opinion at the district's expense. The third health care provider must be designated or approved jointly by the employee and the district. This third opinion shall be final and binding.
2. For the purposes of OFLA, and except for leave related to sick child leave under OFLA, the district may require the employee to obtain a second opinion from a health care provider designated by the district. If the first and second verifications conflict, the employer may require the two health care providers to jointly designate a third health care provider for the purpose of providing a verification. This third verification shall be final and binding.

### **Notification**

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

### **Record Keeping/Posted Notice**

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

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

The district will post notice of FMLA and OFLA leave requirements.

### **Federal vs. State Law**

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

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

## EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

### Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

### Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness<sup>2</sup>; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness<sup>3</sup>.

<sup>2</sup>The FMLA definition of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".

### Benefits and Protections

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

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### Eligibility Requirements

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

### Definition of Serious Health Condition

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

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

chronic condition. Other conditions may meet the definition of continuing treatment.

### Use of Leave

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

### Substitution of Paid Leave for Unpaid Leave

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

### Employee Responsibilities

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

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

### Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility. Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

### Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

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

### Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

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

### For additional information:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)

U.S. Department of Labor | Wage and Hour Division



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### **Special Education - Individualized Education Program (IEP)**

1. **General IEP Information**
  - a. The district ensures that an IEP is in effect for each eligible student:
    - (1) Before special education and related services are provided to a student;
    - (2) At the beginning of each school year for each student with a disability for whom the district is responsible; and
    - (3) Before the district implements all the special education and related services, including program modifications, supports and/or supplementary aids and services, as identified on the IEP.
  - b. The district uses:
    - (1) The Oregon standard IEP; or
    - (2) An IEP form that has been approved by the Oregon Department of Education.
  - c. The district develops and implements all provisions of the IEP as soon as possible following the IEP meeting.
  - d. The IEP will be accessible to each of the student's regular education teacher(s), the student's special education teacher(s) and the student's related services provider(s) and other service provider(s).
  - e. The district informs all teachers and service providers of their specific responsibilities for implementing the IEP accommodations, modifications and/or supports that must be provided for or on behalf of the student to fully implement the IEP, including any amendments the district and parents agreed to make between annual reviews.
  - f. The district takes steps to ensure that parents are present at each IEP meeting or have the opportunity to participate through other means.
  - g. The district ensures that each teacher and service provider is informed of:
    - (1) Their specific responsibilities for implementing the IEP specific accommodations, modifications and/or supports that must be provided for, or on behalf of the student; and
    - (2) Their responsibility to fully implement the IEP including any amendments the district and parents agreed to make between annual reviews.

The district takes whatever action is necessary to ensure that parents understand the proceedings of the IEP team meeting, including arranging for an interpreter for parents with deafness or whose native language is other than English.
  - h. The district provides a copy of the IEP to the parents at no cost.
2. **IEP Meetings**
  - a. The district conducts IEP meetings within 30 calendar days of the determination that the student is eligible for special education and related services.
  - b. The district convenes IEP meetings for each eligible student periodically, but not less than once per year.
  - c. At IEP meetings, the team reviews and revises the IEP to address any lack of expected progress toward annual goals and in the general curriculum, new evaluation data or new information from the parents, the student's anticipated needs, or the need to address other matters.
  - d. Between annual IEP meetings, the district and the parent may amend or modify the student's current IEP without convening an IEP team meeting using the procedures in the Agreement to Amend or Modify IEP subsection.
  - e. When the parent requests a meeting, the district will either schedule a meeting within a reasonable time or provide timely written prior notice of the district's refusal to hold a meeting.
  - f. If an agency other than the district fails to provide agreed upon transition services contained in the IEP, the district convenes an IEP meeting to plan alternative strategies to meet the transition objectives and, if necessary, to revise the IEP.
3. **IEP Team Members**
  - a. The district's IEP team members include the following:

- (1) The student's parents;
  - (2) The student, if the purpose of the IEP meeting is to consider the student's postsecondary goals and transition services (beginning for IEPs in effect at age 16), or for younger students, when appropriate;
  - (3) At least one of the student's special education teachers or, if appropriate, at least one of the student's special education providers;
  - (4) At least one of the student's regular education teachers if the student is or may be participating in the regular education environment. If the student has more than one regular education teacher, the district will determine which teacher or teachers will participate;
  - (5) A representative of the district (who may also be another member of the team) who is qualified to provide or supervise the provision of special education and is knowledgeable about district resources. The representative of the district will have the authority to commit district resources, and be able to ensure that all services identified in the IEP can be delivered;
  - (6) An individual, who may also be another member of the team, who can interpret the instructional implications of the evaluation results; and
  - (7) At the discretion of the parent or district, other persons who have knowledge or special expertise regarding the student.
- b. Student participation:
- (1) Whenever appropriate, the student with a disability is a member of the team.
  - (2) If the purpose of the IEP meeting includes consideration of postsecondary goals and transition services for the student, the district includes the student in the IEP team meeting.
  - (3) If the purpose of the IEP meeting includes consideration of postsecondary goals and transition services for the student, and the student does not attend the meeting, the district will take other steps to consider the student's preferences and interests in developing the IEP.
- c. Participation by other agencies:
- (1) With parent or adult student written consent, and where appropriate, the district invites a representative of any other agency that is likely to be responsible for providing or paying for transition services if the purpose of the IEP meeting includes the consideration of transition services (beginning at age 16, or younger if appropriate); and
  - (2) If the district refers or places a student in an ESD, state operated program, private school or other educational program, IEP team membership includes a representative from the appropriate agencies. Participation may consist of attending the meeting, conference call or participating through other means.
4. Agreement for Nonattendance and Excusal
- a. The district and the parent may consent to excuse an IEP team member from attending an IEP meeting, in whole or in part, when the meeting involves a discussion or modification of team member's area of curriculum or service. The district designates specific individuals to authorize excusal of IEP team members.
  - b. If excusing an IEP team member whose area is to be discussed at an IEP meeting, the district ensures:
    - (1) The parent and the district consent in writing to the excusal;
    - (2) The team member submits written input to the parents and other members of the IEP team before the meeting; and
    - (3) The parent is informed of all information related to the excusal in the parent's native language or other mode of communication according to consent requirements.
5. IEP Content
- a. In developing the IEP, the district considers the student's strengths, the parent's concerns, the results of the initial or most recent evaluation, and the academic, developmental and functional needs of the student.
  - b. The district ensures that IEPs for each eligible student includes:
    - (1) A statement of the student's present levels of academic achievement and functional performance that:
      - (a) Includes a description of how the disability affects the progress and involvement in the general education curriculum;

- (b) Describes the results of any evaluations conducted, including functional and developmental information;
  - (c) Is written in language that is understood by all IEP team members, including parents;
  - (d) Is clearly linked to each annual goal statement;
  - (e) Includes a description of benchmarks or short term objectives for children with disabilities who take alternative assessments aligned to alternate achievement standards.
- (2) A statement of measurable annual goals, including academic and functional goals, or for students whose performance is measured by alternate assessments aligned to alternate achievement standard, statements of measurable goals and short term objectives. The goals and, if appropriate, objectives:
- (a) Meet the student's needs that are present because of the disability, or because of behavior that interferes with the student's ability to learn, or impedes the learning of other students.
  - (b) Enable the student to be involved in and progress in the general curriculum, as appropriate; and
  - (c) Clearly describe the anticipated outcomes, including intermediate steps, if appropriate, that serve as a measure of progress toward the goal.
- (3) A statement of the special education services, related services, supplementary aids and services that the district provides to the student:
- (a) The district bases special education and related services, modifications and supports on peer-reviewed research to the extent practicable to assist students in advancing toward goals, progressing in the general curriculum and participating with other students (including those without disabilities), in academic, nonacademic and extracurricular activities.
  - (b) Each statement of special education services, related or supplementary services, aids, modifications or supports includes a description of the inclusive dates, amount or frequency, location and who is responsible for implementation.
- (4) A statement of the extent, if any, to which the student will not participate with nondisabled students in regular academic, nonacademic and extracurricular activities.
- (5) A statement of any individual modifications and accommodations in the administration of state or district wide assessments of student achievement.
- (a) A student will not be exempt from participation in state or district wide assessment because of a disability unless the parent requests an exemption;
  - (b) If the IEP team determines that the student will take an alternate assessment in any area instead of a regular state or district wide assessment, a statement of why the student cannot participate in the regular assessment and why the alternate assessment selected is appropriate for the student.
- (6) A statement describing how the district will measure student's progress toward completion of the annual goals and when periodic reports on the student's progress toward the annual goals will be provided.

6. Agreement to Amend or Modify IEP

Between annual IEP meetings, the district and the parent may agree to make changes in the student's current IEP without holding an IEP meeting. These changes require a signed, written agreement between the district and the parent.

- a. The district and the parent record any amendments, revisions or modifications on the student's current IEP. If additional IEP pages are required these pages must be attached to the existing IEP.
- b. The district files a complete copy of the IEP with the student's education records and informs the student's IEP team and any teachers or service providers of the changes.
- c. The district provides the parent prior written notice of any changes in the IEP and upon request, provides the parent with a reserved copy of the IEP with the changes incorporated.

7. IEP Team Considerations and Special Factors

- a. In developing, reviewing and revising the IEP, the IEP team considers:
  - (1) The strengths of the student and concerns of the parent for enhancing the education of the student;
  - (2) The results of the initial or most recent evaluation of the student;



- (3) As appropriate, the results of the student's performance on any general state or districtwide assessments;
  - (4) The academic, developmental, and functional needs of the child.
- b. In developing, reviewing and revising the student's IEP, the IEP team considers the following special factors:
- (1) The communication needs of the student; and
  - (2) The need for assistive technology services and/or devices.
- c. As appropriate, the IEP team also considers the following special factors:
- (1) For a student whose behavior impedes ~~his or her~~ their learning or that of others, strategies, positive behavioral intervention and supports to address that behavior;
  - (2) For a student with limited English proficiency, the language needs of the student as those needs relate to the IEP;
  - (3) For a student who is blind or visually impaired, instruction in Braille and the use of Braille unless the IEP team determines (after an evaluation of reading and writing skills, needs and media, including evaluation of future needs for instruction in Braille or the use of Braille, appropriate reading and writing), that instruction in Braille or the use of Braille is not appropriate; and
  - (4) For a student who is deaf or hard of hearing, the student's language and communication needs, including opportunities for direct communication with peers and professional personnel in the student's language and communication mode, academic level and full range of needs, including opportunities for direct instruction in the student's language and communication mode.
5. If a student is deaf, deafblind, or hard of hearing, the district will provide information about relevant services and placements offered by the school district, the education service district, regional programs, and the Oregon School for the Deaf; and
- (6) A statement of any device or service needed for the student to receive a Free Appropriate Public Education.
- d. In addition to the above IEP contents, the IEP for each eligible student of transition age includes:
- (1) (1) Beginning not later than the first IEP in effect when the student turns 16, or as early as 14 or younger, if determined appropriate by the IEP team (including parent(s)), and updated annually thereafter, the IEP must include:
    - (a) Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training education, employment, and where appropriate, independent living skills; and
    - (b) The transition services (including courses of study) needed to assist the student in reaching those goals.
      - (i) Regarding employment planning, the parent shall be provided information about and opportunities to experience employment services provided by Oregon Vocational Rehabilitation or the Oregon Office of Developmental Disability Services. These services must be provided in a competitive integrated employment setting, as defined by Oregon Administrative Rule 441-345-0020. Information about these services shall also be provided to the parent by the district at each annual review for IEPs to be in effect when the child turns 16, or as early as 14 or younger, if determined appropriate by the IEP team (including parent(s)).
  - (2) At least one year before a student reaches the age of majority (student reaches the age of 18, or has married or been emancipated, whichever occurs first), a statement that the district has informed the student that all procedural rights will transfer at the age of majority; and

- (3) If identified transition service providers, other than the district, fail to provide any of the services identified on the IEP, the district will initiate an IEP meeting as soon as possible to address alternative strategies and revise the IEP if necessary.

- e. **To promote self-determination and independence, the district shall provide the student and the student's parents with information and training resources regarding supported decision-making as a less restrictive alternative to guardianship, and with information and resources regarding strategies to remain engaged in the student's secondary education and post-school outcomes. The district shall provide this information at each IEP meeting that includes discussion of post-secondary education goals and transition services.**

#### 8. Incarcerated Youth

- a. For students with disabilities who are convicted as adults, incarcerated in adult correctional facilities and otherwise entitled to FAPE, the following IEP requirements do not apply:
  - (1) Participation of students with disabilities in state and districtwide assessment; and
  - (2) Transition planning and transition services, for students whose eligibility will end because of their age before they will be eligible to be released from an adult correctional facility based on consideration of their sentence and eligibility for early release.
- b. The IEP team may modify the student's IEP, if the state has demonstrated a bona fide security or other compelling interest that cannot be otherwise accommodated.

#### 9. Extended School Year Services

- a. The district makes extended school year (ESY) services available to all students for whom the IEP team has determined that such services are necessary to provide a free appropriate public education (FAPE) and.
- b. ESY services are:
  - (1) Provided to a student with a disability in addition to the services provided during the typical school year;
  - (2) Identified in the student's IEP; and
  - (3) Provided at no cost to the parent.
- c. The district does not limit consideration of ESY services to particular categories of disability or unilaterally limit the type, amount or duration of service.
- d. The district provides ESY services to maintain the student's skills or behavior, but not to teach new skills or behaviors.
- e. The district's criteria for determining the need for extended school year services include:
  - (1) Regression (a significant loss of skills or behaviors) and recoupment time based on documented evidence; or
  - (2) If no documented evidence, on predictions according to the professional judgment of the team.
- f. "Regression" means significant loss of skills or behaviors in any area specified on the IEP as a result of an interruption in education services.
- g. "Recoupment" means the recovery of skills or behaviors specified on the IEP to a level demonstrated before the interruption of education services.

#### 9. Assistive Technology

- a. The district ensures that assistive technology devices or assistive technology services, or both, are made available if they are identified as part of the student's IEP. These services and/or devices may be part of the student's special education, related services or supplementary aids and services.
- b. On a case-by-case basis, the district permits the use of district-purchased assistive technology devices in the student's home or in other settings if the student's IEP team determines that the student needs access to those devices to receive a free appropriate public education. In these situations, district policy will govern liability and transfer of the device when the student ceases to attend the district.

10. Transfer Students

a. In state:

If a student with a disability (who had an IEP that was in effect in a previous district in Oregon) transfers into the district and enrolls in a district school within the same school year, the district (in consultation with the student's parents) provides a free appropriate public education to the student (including services comparable to those described in the student's IEP from the previous district), until the district either:

- (1) Adopts the student's IEP from the previous district; or
- (2) Develops, adopts and implements a new IEP for the student in accordance with all of the IEP provisions.

b. Out of state:

If a student transfers into the district with a current IEP from a district in another state, the district, in consultation with the student's parents, will provide a free appropriate public education to the student, including services comparable to those described in the student's IEP from the previous district, until the new district:

- (1) Conducts an initial evaluation (if determined necessary by the new district to determine Oregon eligibility) with parent consent and determines whether the student meets eligibility criteria described in Oregon Administrative Rules.
- (2) If the student is eligible under Oregon criteria, the district develops, adopts and implements a new IEP for the student using the Oregon Standard IEP or an approved alternate IEP.
- (3) If the student does not meet Oregon eligibility criteria, the district provides prior written notice to the parents explaining that the student does not meet Oregon eligibility criteria and specifying the date when special education services will be terminated.



## 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 *Notice of Procedural Safeguards*, published by the Oregon Department of Education (ODE):
    - (1) At least once a year; and
    - (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;
    - (4) To the parent and the student one year before the student's 18th birthday or upon learning that the student is considered emancipated.
  - c. The *Notice of Procedural Safeguards* 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 ~~their~~ 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 *Notice of Procedural Safeguards* published by the Oregon Department of Education.
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, IEP and educational placement of the student, and the provision of a free appropriate public education 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 the Oregon Department of Education;
    - (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 a free appropriate public education 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 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.
  - g. To promote self-determination and independence, the district shall provide the student and the student's parents with information and training resources regarding supported decision-making as a less restrictive alternative to guardianship, and with information and resources regarding strategies to remain engaged in the student's secondary education and post-school outcomes. The district shall provide this information at each IEP meeting that includes discussion of post-secondary goals and transition services.
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. The content of the prior written notice will include:
    - (1) A description of the action proposed or refused by the district;

- (2) An explanation of why the district proposed or refused to take the action;
  - (3) A description of each evaluation procedure, test, assessment, record or report used as a basis for the proposal or refusal;
  - (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) 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 options were rejected; and
  - (7) A description of other factors that are relevant to the agency's proposal or refusal.
- c. The prior written notice is:
- (1) Written in language understandable to the general public; and
  - (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<sup>1</sup> – 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 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. 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.

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<sup>1</sup>“Consent” means that the parent or adult student: a) has been fully informed, in his/her ~~their~~ 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).

- 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 ESD is violating or has violated the Individuals with Disabilities Education Act or associated regulations within one year before the date of the complaint. Upon receiving a parent complaint, the Oregon Department of Education (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 the Oregon Department of Education (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.



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## Talented and Gifted Students

### Philosophy

Sweet Home School District is committed to an educational program that recognizes, identifies and serves the unique needs of talented and gifted students. Talented and gifted students are those who have been identified as academically talented and/or intellectually gifted.

The Board directs the superintendent to develop a written identification process for identifying academically talented and intellectually gifted students in grades K through 12.

A written plan shall be developed that identifies programs or services needed to address the assessed levels of learning and accelerated rates of learning of identified students and provides an opportunity for the student's parents to discuss with the district the programs and services available to the student and to provide input on the programs and services to be made available to the student.

The plan will be provided at the school or the district office when requested and on the district's website. The website shall also provide the name and contact information of the district's coordinator of special education and programs for talented and gifted.

The district may also identify and provide programs for students who demonstrate creative abilities, leadership abilities or unusual abilities in visual or performing arts.

District staff will develop procedures for identifying academically talented and intellectually gifted students K-12. The district will develop a written plan which identifies programs or services needed to address the assessed levels of learning and accelerated rates of learning of identified students. Instructional programs and services which shall be provided will be specified in appropriate written course statements.

### Identification

In order to serve academically talented and intellectually gifted students in grades K-12, the Sweet Home School District has established a written identification process which is found in the TAG Student Handbook. Included in the handbook is information regarding the following:

1. Behavioral, learning and/or performance information;
2. A nationally standardized mental ability test for assistance in identifying intellectually gifted students;
3. A nationally standardized academic achievement test for assistance in identifying academically talented students or Oregon Assessment of Knowledge and Skills (OAKS).

Identified students shall score at or above the 97th percentile on one of these tests or show potential to perform at the 97th percentile.

The Sweet Home School District will make an effort to identify talented and gifted students from special populations such as cultural and ethnic minorities, disadvantaged, underachieving gifted and disabled learners. Careful selection of appropriate measures and a collection of behavioral learning characteristics shall be used in identifying students.

### Parent Notification and Participation in Identification of a Student as Talented and Gifted

Talented and Gifted Students – IGBB

~~The Sweet Home School District will inform parents of the identification of their student as talented and gifted. The district shall further inform parents of program or service options available and provide them an opportunity to participate in selecting those programs or options most appropriate for the student.~~

~~Parents may, at any time, request the withdrawal of their student from programs and services provided under OAR 581-022-1320 (Oregon Administrative Rules).~~

#### Talented and Gifted Program and Services

~~A district written plan will be developed for talented and gifted programs and services. All appropriate written course statements shall identify the academic instructional programs and services to be provided which address the assessed levels and accelerated rates of learning in identified talented and gifted students. The superintendent will remove any administrative barriers that may exist which restrict students' access to appropriate services and will develop program and service options. These options may be, but are not limited to the following: classroom level options, building level options, district level options or extended options.~~

#### Talented and Gifted Program Appeals Procedure

~~An appeals procedure is available for parents who have an identification, placement or program appeal. Parents must complete the Talented and Gifted Standards Appeal Form, available at the school office. The appeals procedure is outlined below:~~

- ~~1. Parent will report appeals to building principal;~~
- ~~2. The parent will be given the Talented and Gifted Standards Appeal Form. This form must be filled out and returned to the building principal before any further consideration can be given to the appeal;~~
- ~~3. The building principal will forward the appeal to the superintendent within three days of receiving the appeal;~~
- ~~4. The superintendent shall arrange for a review committee consisting of the building TAG coordinator/teacher, the district TAG implementor and the building principal or designee;~~
- ~~5. This committee shall meet within five working days of receiving the written appeal from the superintendent and review all pertinent information. Their recommendation will be submitted to the superintendent within 10 working days of receiving the original appeal;~~
- ~~6. The committee may recommend one of the following:
  - ~~a. The programs or services currently being provided are appropriate;~~
  - ~~b. The appeal be upheld in the whole or part.~~~~
- ~~7. The superintendent shall inform the parent in writing of his/her acceptance or rejection of the recommendation of the review committee;~~
- ~~8. The parent may appeal the decision to the Board. The decision of the Board shall be final;~~
- ~~9. If the parent remains dissatisfied and has exhausted district procedures, and, if 45 or more days have elapsed since the original filing of a written appeal alleging violation of standards with the school district, an appeal to the State Superintendent of Public Instruction can be filed. The school district shall provide a copy of the appropriate Oregon Administrative Rule upon request.~~

#### END OF POLICY

##### Legal Reference(s):

ORS 343.391-343.401  
OAR 581.022.2230

ORS 343.407.343.413  
OAR 581-022-2500

OAR 581.022.2325  
SB 486 (2021)