

# Nestucca Valley School District

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Nestucca Valley Junior / Senior High School  
Parkway Drive ♦ Cloverdale, Oregon 97112 ♦ (503) 392-3194

## ZOOM INVITATION

### Board of Director's Meeting

March 8, 2021

6:30 pm - Public Session

Join Zoom Meeting

<https://us02web.zoom.us/j/86531828167?pwd=VWovdEl1RFNhVytDWEVxTkRKMVdBQT09>

1 669 900 6833 US (San Jose)

Meeting ID: 865 3182 8167

Passcode: 080858

## AGENDA

The Nestucca Valley School Board encourages public input. Persons wishing to address the Board on school related issues, are invited to do so, either when the item is presented on the agenda, or under the "Public Comments" section. In the interest of time and order, presentations from the public are limited to three (3) minutes per person, and the total time for individual agenda items shall not exceed twenty (20) minutes. An individual speaker's allotted time may not be increased by a donation of time from members of the public in attendance. If you wish to speak under Public Comments, please complete a Public Comment Form and turn it in to the Assistant to the Superintendent. The Board requests complaints or charges against an employee be held in Executive Session. Individuals who require disability-related accommodations or modifications to participate in the Board meeting should contact the Superintendent in writing prior to the meeting.

### **1.0 OPENING OF PUBLIC SESSION—High School Media Center and VIA ZOOM —6:30 pm**

1.1 Public Session Call To Order

1.2 Flag Salute

1.3 Attendance:

- Annis Leslie
- Emily Hurliman
- Diane Boisa
- Evan Carver, Board Chair
- Bill Hagerty, Board Vice Chair
- Misty Wharton, Superintendent
- Ken Richwine, Junior-Senior High Principal
- Chad Holloway, Elementary Principal
- Megan Kellow, Special Programs Administrator

Approval of Agenda –March 8, 2021

Recommendation: Approval of Agenda

MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

## **2.0 COMMUNITY/SCHOOL PRESENTATIONS**

Student Presentation

Bond Oversight Committee- Brian Hardebeck

## **3.0 PUBLIC COMMENT**

*\*\*Opportunity for Citizens to address items not on the Agenda. Persons wishing to address the Board on any school related issue not listed elsewhere on the agenda are invited to do so now. Board Members are limited, but not required, to give a brief response to public statements or questions regarding non-agenda items.*

## **4.0 CONSENT AGENDA—consolidated motion**

*\*\*The purpose of the Consent Agenda is to expedite action on routine agenda items. These items will be acted upon with one motion, second and approval of the Board, unless a member of the board or public wishes to pull the item for individual discussion and action. All matters listed under Consent Agenda are those on which the board has previously deliberated or can be classified as routine items of business. **There will be no separate discussion of these items prior to the vote by the Board unless members of the Board, staff, or public request specific items to be discussed or pulled from the Consent Agenda.** Members of the public who wish to speak on an item must first fill out a public comment card.*

4.1 Board Minutes from February 8, 2021 (Attachment 4.1)

4.2 February 2021 Financial Report (Attachment 4.2)

4.3 Ratification of Employment (Attachment 4.3)

4.4 Licensed Contract Renewal (Attachment 4.4)

MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

## **5.0 ACTION /DISCUSSION**

5.1 Recommendation: Approve- Proposed Nestucca Valley Board of Directors Meeting Calendar (Attachment 5.1)

Explanatory Statement: This proposal moves our standing monthly meeting from Monday evenings to Wednesday evening in an effort to increase participation.

MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

5.2 Action: Recommendation : Approve -For the 2021-2022 school year, the Nestucca Valley School District will be a closed district, granting ten out-of-district transfer spots.

Explanatory Statement: This has been our past practice for the last six years and serves our district well.

## **6.0 INFORMATION/ DIRECTOR QUESTIONS**

6.1 Admin Reports

6.2 First Policy Reading- (Attachment 6.2)

### ***PROPOSED ADDITIONS AND AMENDMENTS***

ACB

ACB-AR

BBB

GCBDA/GDBDA-AR(1)

GCBDA/GDBDA-AR(2)

GCBDA/GDBDA-AR(4)

GCBDA/GDBDA-AR(1)

GCPC/GDPC

IJ

IKFB

JB

JHH

JFCM

### ***PROPOSED DELETIONS***

LBE-AR

IJ

GCPC/GDPC

6.3 Bond update

6.4 Board of Directors Update

6.5 Janitorial work

6.6 Resident Mailer

## **7.0 FURTHER BUSINESS**

## **8.0 ADJOURNMENT**

Any documents that are public records and are provided attachments to public session items on this agenda are accessible to the public on the District's Website, with the exception of documents provided at the time of the meeting. Documents that are public records, and are provided at the time of the meeting to a majority of the Board regarding a public session item, will be made available for public inspection upon request to the Superintendent's Assistant.

# Nestucca Valley School District

4.1

## Board of Director's Meeting

Minutes-February 8, 2021

### OPENING OF PUBLIC SESSION

Director Carver called the Public Session to order at 6:30 pm. Director Carver led the Pledge of Allegiance.

#### Attendance:

- X - Annis Leslie
- X - Emily Hurliman
- X - Diane Boisa
- X- Bill Hagerty
- X - Evan Carver
- X - Misty Wharton, Superintendent
- X - Ken Richwine, JSHS Principal
- X- Megan Kellow, Student Services Director
- X- Chad Holloway, Elementary Principal

**Patron, Students and Staff:** Andre Schellhaas, April Bailey, Kim Seals, Tevin Gianella, Shane Stuart, Sharman Ensminger, Diane Wilkinson, Bill Wilkinson, Tim Hirsch, Brian Hardebeck, Madlen Silkwood, Danny Maddox

**Approval of Agenda-**February 8, 2021

**MOTION:** Diane Boisa 2<sup>nd</sup>: Annis Leslie **AYES:** 5 **NOES:** 0 **ABSTAIN:** 0

### COMMUNITY/SCHOOL PRESENTATIONS

- Student representative, Danny Maddox, was present, but wasn't fully prepared to give a full student report. He did say that students were very excited to be back in the building soon.
- Bond Oversight Committee: Diane Boisa reported that this was the best committee she has been a part of and all of the members are great. Things have been going well. The current projections have the building being complete by the end of March and the District Office being complete at the end of February. There is still a contingency of 3 million, which allows the district to look into future options and add backs.

### PUBLIC COMMENT

No Public Comment

### CONSENT AGENDA-Consolidated Motion

- Board Minutes-January 11, 2021
- January 2021 Financial Report
- Ratification of Employment

**MOTION:** Annis Leslie 2<sup>nd</sup>: Bill Haggerty AYES: 5 NOES: 0 ABSTAIN: 0

## ACTION DISCUSSION

1. **Recommendation:** Approve-2021-22 NWRESD Local Service Plan-This is uploaded to the web detailing what services they are able to provide districts.

**Explanation:** This is our annual process of agreeing to participate in the NWRESD Local Service Plan.

**MOTION:** Bill Haggerty 2<sup>nd</sup>: Diane Boisa AYES: 5 NOES: 0 ABSTAIN: 0

2. **Recommendation:** Approve-Prioritization of next GO Bond project: creation of new shop classroom building and maintenance shop at the high school.

**Explanation:** This is an identified priority, of the district, based upon facilities planning over the course of the last four years, and is legally allowable expenditure of bond funds as per the approved ballot measure language.

**MOTION:** Annis Leslie 2<sup>nd</sup>: Diane Boisa AYES: 5 NOES: 0 ABSTAIN: 0

## INFORMATION/DIRECTOR QUESTIONS

- Admin Reports: Members of the NVSD Administration team gave their reports in person during the board meeting. This is a new practice moving forward.

### 1. Misty Wharton, Superintendent:

- Provides updates regarding the vaccine. Ms. Wharton reports that we were able to vaccinate 125 people and 90% of staff were vaccinated. The second dose will be completed on March 5<sup>th</sup>.
- Reports new programs are being created within the district. Ms. Wharton discusses the addition of K-5 science classroom and teacher. Ms. Wharton describes past practices in which the grade level teachers taught science, but with limited time and scope. Misty hopes that adding this program will raise expectations in science.

### 2. Ken Richwine, Junior Senior High School Principal

- Reports that they started LIPI last week and it has been a great success.
- Updates pre-K-12 school pictures process, dates (3/22 and 23<sup>rd</sup>) and location (HS Field House)
- Athletics have started again. Football practice and conditioning started today (2/8) and volleyball will start on 2/22.

- Grant Graves submitted a grant to ODE for safe walkways to be configured in our district. We will hear the results of that in the spring. Additionally, we are working on a grant that would provide 30% of the purchase for a full size bus.

### 3. Chad Holloway, K-6 Elementary Principal

- Reports that LIPI has also started the Elementary school. We currently have 14 students that are participating with the support of Tana Higdon and Brittany Hulbert. Mr. Holloway believes this is really good practice for Hybrid, especially around things like transportation and spacing.
- Gives update about Hybrid and some of the requirements such as each student must be 35 square feet within the classroom. There are also many challenges such as transportation, recess and the limitations around cohort numbers.
- Gives update regarding CDL and the lessons learned from that as we move into Hybrid.

### 4. Megan Kellow, Special Programs Administrator

- The SECC Collection has been approved.
- We are currently in the hiring process for several SPED positions (Teacher, Educational Assistants and YTP Coordinator).
- Brief description of NVSD's participation in the HB3499: EL School and District Improvement Program. This program brought in additional funding for our ELL program over the last 4 years. Given the data indicating the notable progress we were able to make, NVSD will no longer participate.
- The District hired a nurse.

### 5. Diane Wilkinson, Early Learning Program Director

- Gives updates regarding the activities provided for our preschool students during CDL. The staff has been working very hard to keep students engaged and having fun.
- Updates on outside facilities. NVELC is looking into the creation of play structures, sand box, sensory tables and expanding the garden with support from Food Roots.
- Ms. Wilkinson is part of the Early Learning Tillamook County Consortium. This provides the opportunity to work with other Preschool Promise providers, which allows the team to learn and receive support from each other.
- Gives several examples of grants that NVELC has applied for and how they will directly benefit the preschool programs.

**FURTHER BUSINESS**

Having no further business, Director Carver adjourned the meeting at 7:19 pm.

4.2

**Nestucca Valley School District  
Financial Report  
2020-21**

For Period Ending February 28, 2021

**General Fund - Revenue & Expenditures by Object Code**

	Budget	Actual	Encumbrances	Variance
<b>Revenue:</b>				
1111 Current Taxes	\$ 5,918,000	\$ 5,789,337	\$ -	\$ (128,663)
1112 Prior Taxes	150,000	94,313	-	(55,687)
1114 PILOT	-	-	-	-
1190 Interest on Taxes	7,500	359	-	(7,141)
1411 Transportation Fees/Other	-	-	-	-
1510 Interest	62,000	12,406	-	(49,594)
1790 Extra Curricular Activities	-	-	-	-
1920 Contributions & Donations	2,500	-	-	(2,500)
1960 Recovery of Expenditures	10,000	17,078	-	7,078
1990 Miscellaneous Revenue	30,000	957	-	(29,043)
1991 E-Rate Reimbursement	-	13,920	-	13,920
<b>Total Local Revenue</b>	<b>6,180,000</b>	<b>5,928,370</b>	<b>-</b>	<b>(251,630)</b>
2101 County School Fund	500,000	289,460	-	(210,540)
<b>Total Intermediate Revenue</b>	<b>500,000</b>	<b>289,460</b>	<b>-</b>	<b>(210,540)</b>
3103 Common School Fund	45,000	-	-	(45,000)
3104 State Timber Revenue	300,000	643,232	-	343,232
3199 Unrestricted Revenue	30,000	-	-	(30,000)
3204 Driver Education	-	-	-	-
3299 Other Restricted Grants in Aid	-	-	-	-
<b>Total State Revenue</b>	<b>375,000</b>	<b>643,232</b>	<b>-</b>	<b>268,232</b>
4300/4500 Federal Revenue	-	-	-	-
<b>Total Federal Revenue</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
5400 Beginning Fund Balance	2,300,000	3,112,175	-	812,175
<b>Total Other Sources</b>	<b>2,300,000</b>	<b>3,112,175</b>	<b>-</b>	<b>812,175</b>
<b>Total Revenues</b>	<b>\$ 9,355,000</b>	<b>\$ 9,973,237</b>	<b>\$ -</b>	<b>\$ 618,237</b>
<b>Expenditures:</b>				
100 - Salaries	\$ 3,566,257	\$ 1,715,245	\$ 1,333,397	\$ 517,615
200 - Benefits	2,564,347	1,208,677	1,000,162	355,508
300 - Purchased Services	705,594	262,454	233,500	209,640
400 - Supplies & Materials	416,887	158,491	160,368	98,028
500 - Capital Outlay	-	-	-	-
600 - Other Objects	276,915	270,908	8,163	(2,156)
700 - Transfers	625,000	375,000	-	250,000
800 - Operating Contingency	600,000	-	-	600,000
800 - Unappropriated EFB	600,000	-	-	600,000
<b>Total Expenditures</b>	<b>\$ 9,355,000</b>	<b>\$ 3,990,775</b>	<b>\$ 2,735,590</b>	<b>\$ 2,628,635</b>



**Nestucca Valley School District  
Financial Report  
2020-21**

For Period Ending February 28, 2021

**Special Revenue Funds - Revenue & Expenditures by Object Code**

	Budget	Actual	Encumbrances	Variance
<b>Revenue:</b>				
Local Revenue	\$ 440,000	\$ 78,102	\$ -	\$ (361,898)
State Revenue	1,728,709	541,748	-	(1,186,961)
Federal Revenue	1,111,143	634,341	-	(476,802)
Interfund Transfers	625,000	375,000	250,000	-
Beginning Fund Balance	200,000	455,342	-	255,342
<b>Total Revenues</b>	<b>\$ 4,104,852</b>	<b>\$ 2,084,533</b>	<b>\$ 250,000</b>	<b>\$ (1,770,319)</b>
<b>Expenditures:</b>				
100 - Salaries	\$ 869,411	\$ 485,158	\$ 401,371	\$ (17,118)
200 - Benefits	674,329	354,107	317,173	3,049
300 - Purchased Services	390,775	78,165	35,196	277,414
400 - Supplies & Materials	1,083,998	410,051	211,751	462,196
500 & 600 - Capital & Other Objects	300,000	443,436	17,594	(161,030)
700 - Transits	730,000	430,340	377,029	(77,369)
800 - Reserved for Next Yr	56,339	-	-	56,339
<b>Total Expenditures</b>	<b>\$ 4,104,852</b>	<b>\$ 2,201,257</b>	<b>\$ 1,360,114</b>	<b>\$ 543,481</b>

**Nestucca Valley School District  
Financial Report  
2020-21**

For Period Ending February 28, 2021

**General Fund - Revenue & Expenditures by Function Code**

	Budget	Actual	Encumbrances	% Remaining	Variance
<b>Revenue:</b>					
Local Revenue	\$ 6,180,000	\$ 5,928,369	\$ -	4.07%	\$ (251,631)
Intermediate Revenue	500,000	289,460	-	42.11%	(210,540)
State Revenue	375,000	643,232	-	-71.53%	268,232
Federal Revenue	-	-	-	0.00%	-
Transfers	-	-	-	0.00%	-
Beginning Fund Balance	2,300,000	3,112,175	-	-35.31%	812,175
<b>Total Revenues</b>	<b>\$ 9,355,000</b>	<b>\$ 9,973,236</b>	<b>\$ -</b>	<b>-6.61%</b>	<b>\$ 618,236</b>
<b>Expenditures:</b>					
1000- Instruction	\$ 3,866,897	\$ 1,598,609	\$ 1,514,935	19.48%	\$ 753,353
2000- Support Services	3,540,688	1,942,685	1,215,688	10.80%	382,315
5100- Debt Service	122,415	74,481	4,966	35.10%	42,968
5200- Transfers	625,000	375,000	-	40.00%	250,000
6100- Operating Contingency	600,000	-	-	100.00%	600,000
7000- Unappropriated EFB	600,000	-	-	100.00%	600,000
<b>Total Expenditures</b>	<b>\$ 9,355,000</b>	<b>\$ 3,990,775</b>	<b>\$ 2,735,589</b>	<b>28.10%</b>	<b>\$ 2,628,636</b>

For Period Ending February 28, 2021

**Special Revenue Funds - Revenue & Expenditures by Function Code**

	Budget	Actual	Encumbrances	% Remaining	Variance
<b>Revenue:</b>					
Local Revenue	\$ 440,000	\$ 78,102	\$ -	82.25%	\$ (361,898)
State Revenue	1,728,709	541,748	-	68.66%	(1,186,961)
Federal Revenue	1,111,143	634,341	-	42.91%	(476,802)
Interfund Transfers	625,000	375,000	250,000	0.00%	-
Beginning Fund Balance	200,000	455,342	-	-127.67%	255,342
<b>Total Revenues</b>	<b>\$ 4,104,852</b>	<b>\$ 2,084,533</b>	<b>\$ 250,000</b>	<b>43.13%</b>	<b>\$ (1,770,319)</b>
<b>Expenditures:</b>					
1000- Instruction	\$ 1,243,499	\$ 313,572	\$ 300,609	50.61%	\$ 629,318
2000- Support Services	1,080,418	911,894	332,590	-15.19%	(164,066)
3000- Community Services	1,050,935	545,452	349,886	14.81%	155,597
5300- Transits	-	430,340	377,029	0.00%	(807,369)
<b>Total Expenditures</b>	<b>\$ 3,374,852</b>	<b>\$ 2,201,258</b>	<b>\$ 1,360,114</b>	<b>-5.53%</b>	<b>\$ (186,520)</b>

4.3

**Ratification of Employment**

Name	Site	Position	Action	Salary	Effective
Cynthia Vanleuven	K-8	Special Education Teacher	Hired	1.0 FTE @ \$68,728/year	7.1.2021
Jessica Elder	Elementary School	Special Education Instructional Assistant	Hired	.875 FTE @ \$15.42/hour	3.8.2021
John Sousa	K-8	K-8 Physical Education Teacher	Hired	1.0 FTE @ \$58,665/year	7.1.2021
Amy Farhat	High School	Youth Transition Program Coordinator	Hired	.5 FTE @ \$25/hr	8.30.2021
Amy Farhat	High School	Special Education Instructional Assistant	Hired	.5 FTE @ \$15.80/hr	8.30.2021

NESTUCCA VALLEY SCHOOL DISTRICT  
March 8, 2021

4.4

**APPROVE RENEWALS/EXTENSIONS AND NON-EXTENSIONS OF TEMPORARY, PROBATIONARY,  
AND CONTRACT TEACHERS AND ADMINISTRATORS**

Resolved, that the Board of Directors accept the Superintendent's recommendation for the renewal of probationary teachers and administrators and for the issuance of contracts to contract teachers and administrators.

1. Current **First-Year Probationary Teachers and Administrators** being recommended for one-year contracts July 1, 2021 to June 30, 2022 to **Second Year Probationary status**:

**Teachers**

ENSMINGER-STAPP, SHARMAN  
GREEN, JENNI

PEARN, AARON  
SOUSA, JOHN

2. Current **Second-Year Probationary Teachers and Administrators** being recommended for one-year contracts July 1, 2021 to June 30, 2022 to **Third-Year Probationary status**:

**Teachers**

BEAN, KATELYN  
BRANDON, DAVID  
BROWN, HEATHER  
ELDER, CARA

**Administrators**

HOLLOWAY, CHAD

3. Current **Third-Year Probationary Teachers** being recommended for a two-year contract for July 1, 2021 to June 30, 2023, to **Contract Teacher status**:

**Teachers**

DICRISPINO, DANIEL  
FILOSI, KEVIN  
GILMORE, MELISSA

MORENO GUTIERREZ, DANIELA  
MORRELL, HEIDI  
ROBERTS, ALYSSA

4. Current **Third-Year Probationary Administrators** being recommended for three-year contracts July 1, 2021 to June 30, 2024, to **Contract Administrator status**:

N/A

5. Current **Contract Teachers** being **non-renewed**:  
N/A

6. Current **Contract Teachers** being recommended for a two-year contract for July 1, 2021 to June 30, 2023, at Contract Teacher status:

ALBIN, KRISTINA  
BENTLEY, TYLER  
ELDER, JOHN  
GIANELLA, AMY  
GIANELLA, TEVIN  
HILL, CAROLYN  
HULBERT, DANA  
LEJA, SYDNEY

PENA, MEESHA  
ROYSTER, NICOLE  
SCHIEWE, JEFFREY  
SERVEN, KATHLEEN  
SILKWOOD, MADLEN  
STIRLING, BOBBIE  
WINESBURGH, CHRISTAL  
WUNDRAM, CAREY

7. Current Contract Administrators being recommended for three-year contracts July 1, 2021 to June 30, 2024:

KELLOW, MEGAN

RICHWINE, KENNETH



**NESTUCCA VALLEY SCHOOL DISTRICT**

P.O. Box 99, Cloverdale, Or. 97112 503-392-4892 FAX- 503-392-9061

*Inspiring individual excellence, instilling diligence, and initiating life-long learning*

*Misty Wharton*

Superintendent

*Liz Kellow*

Special Ed Secretary

*Kim Seals*

Financial Services Liaison

*Ursula McVittie*

Human Resources Specialist

**NESTUCCA VALLEY SCHOOL DISTRICT  
BOARD OF DIRECTORS MEETING SCHEDULE  
2021-2022**

**July 14, 2021**

**August 11, 2021**

**September 8, 2021**

**October 13, 2021**

**November 10, 2021**

**December 8, 2021**

**January 12, 2022**

**February 9, 2022**

**March 9, 2022**

**April 13, 2022**

**May 11, 2022**

**June 8, 2022**

# OSBA Model Sample Policy

Code:  
Adopted:

ACB

First

6-2  
Readings  
3/8/2021

## All Students Belong

[District statement on equity.]

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 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>3</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/school grounds or in any district- or school-sponsored program, service, school or activity that is funded in whole or in part by

<sup>1</sup> {OAR 581-022-2312 does not include this list of classes for employees (only for students), but it can be added.}

<sup>2</sup> {OAR 581-022-2312 does not include this list of classes for visitors (only for students), but it can be added.}

<sup>3</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>4</sup> {We strongly advise that a district not add to these symbols of hate without first consulting with legal counsel.}

<sup>5</sup> {Prior to adopting the symbols of hate prohibition, or adding other symbols to the list, we recommend that the district document why the district feels that the presence of these symbols will cause a “material and substantial interference with schoolwork or discipline” or collide “with the rights of other students to be secure and be let alone.” These reasons may include previous incidents, current conditions in the schools and other factors.}

<sup>6</sup> {Oregon Administrative Rule uses “school.”}

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, 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.

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).



# OSBA Model Sample Policy

Code:  
Adopted:

ACB-AR

## Bias Incident Complaint Procedure

The term “bias incident” is defined in policy. Persons impacted by a bias incident shall be defined broadly to include individuals at whom an incident was directed as well as students in the larger school community likely to be impacted by the incident.<sup>1</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 ~~[immediately]~~ ~~[promptly]~~ 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.

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]~~ determine responsibility ~~[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;
- When the investigation has been completed;
- The findings of the investigation and the final determination based on those findings; and

<sup>1</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.

<sup>2</sup> {These specific procedures are not required. The procedures must include all of the requirements listed in OAR 581-022-2312(6)(e). If making changes, we recommend working closely with legal counsel.}

<sup>3</sup> {ODE will be releasing additional guidance to support administrators in these situations.}

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- 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.

If any of the above information cannot be shared, a citation to the law prohibiting release and an explanation of how that law applies to the current situation will be provided.<sup>4</sup>

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~~ <sup>five</sup> 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~~ <sup>10</sup> 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~~ <sup>five</sup> 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~~ at a 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~~ <sup>10</sup> 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>5</sup> the district's final

<sup>4</sup> Refer to policies GBL - Personnel Records, JOA - Directory Information and JOB - Personally Identifiable Information and district legal counsel for guidance in these situations. Possible laws include, but are not limited to, Title 34 C.F.R. § 99.31 and ORS 342.850.

<sup>5</sup> An appeal must meet the criteria found in OAR 581-002-0005(1)(a).

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>6</sup>

~~[Building administrators]~~ 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>6</sup> Complaints must meet criteria as established by law. For more information, visit <http://www.ed.gov/about/offices/list/ocr/complaintintro.html>

# Nestucca Valley School District 101J

Code: BBB  
Adopted: 11/18/10  
Revised/Readopted: 3/11/19  
Orig. Code: BBB

## Board Elections

### 1. Number of Directors

The Board will consist of five members elected at large and will be known as the Nestucca Valley School District Board. The term of office shall be four years.

### 2. Designation of Board Positions

Board members' positions and their respective successors in office will be designated by numbers as Position No. 1, No. 2, No. 3, No. 4, and No. 5. In all proceedings for the nomination or election of candidates for or to the office of Board member, every petition for nomination, declaration of candidacy, certificate of nomination, ballot or other document used in connection with the nomination or election will state the position number to which the candidate aspires.

Individuals may seek more than one elected position such as school board and education service district board.

Re-elections for Board positions will occur as follows:

Position No. 1: Spring 2021, and every four years thereafter;

Position No. 2: Spring 20<sup>21</sup>~~23~~, and every four years thereafter;

Position No. 3: Spring 20<sup>21</sup>~~23~~, ~~and every four years thereafter;~~

Position No. 4: Spring 20<sup>19</sup>~~21~~, and every four years thereafter;

Position No. 5: Spring 2021, and every four years thereafter.

*Spring of 2023 and every four years after*

END OF POLICY

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### Legal Reference(s):

ORS 249.013  
ORS 255.235

ORS 255.245  
ORS 332.011

ORS 332.018  
ORS 332.118 to -332.138

# Nestucca Valley School District 101J

Code: GCBDA/GDBDA-AR(1)  
Revised/Reviewed: 5/13/19

## 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 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:

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

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

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

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

### **Qualifying Reason**

Eligible employees may access FMLA leave for the following reasons:

1. Serious health condition of the employee or the employee's covered family member:
  - a. Inpatient care;
  - b. Continuing treatment;
  - c. Chronic conditions;
  - d. Permanent, long-term or terminal conditions;
  - e. Multiple treatments;
  - f. Pregnancy and prenatal care.
2. Parental leave<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.

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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.

3. Military Caregiver Leave: leave for the care for spouse, son, daughter or next-of-kin who is a covered servicemember/veteran with a serious injury or illness;
4. Qualifying Exigency Leave: leave arising out of the foreign deployment of the employee's spouse, son, daughter or parent.

Eligible employees may access OFLA for the following reasons:

1. Serious health condition of the employee or the employee's covered family member:
  - a. Inpatient care;
  - b. Continuing treatment;
  - c. Chronic conditions;
  - d. Permanent, long-term or terminal conditions;
  - e. Multiple treatments;
  - f. Pregnancy and prenatal care.
2. Parental leave (separate from eligible leave as a result of the child's serious health condition):
  - a. Bonding with and the care for the employee's newborn (within 12 months following birth);
  - b. Bonding with and the care for a newly adopted or newly placed foster child under the age of 18 (within 12 months of placement);
  - c. Care for a newly adopted or newly placed foster child over 18 years of age who is incapable of self-care because of a physical or mental impairment (within 12 months of placement);
  - d. Time to effectuate the legal process required for placement of a foster child or the adoption of a child.
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>

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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.

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”.

#### 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”.

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<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.



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 he or she was:

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

## Leave Period

For the purposes of calculating an employee’s leave period, the district will use any fixed 12-month “leave year” the 12-month period measured forward from the date the employee’s leave begins. 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 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

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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.

<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.

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.

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;

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<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.

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 employee" means those whose principal function is to teach and instruct students in a class, a small group or an individual settlement. Athletic coaches, driving instructors and special education assistants, such as interpreters for the hearing impaired, are included in this definition. This definition does not apply to teacher assistants or aides, counselors, psychologist, curriculum specialists, cafeteria workers, maintenance workers or bus drivers.

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

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

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. The eligible employee is also subject to layoff to the same extent similarly situated employees not taking OFLA leave are subject unless the terms of an applicable collective bargaining agreement, other agreement or the district's policies provide otherwise.

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

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

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

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

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

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

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

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

## **Application**

Under federal and state law, an eligible employee requesting FMLA and/or OFLA leave shall provide at least 30 days' notice prior to the leave date if the leave is foreseeable. The notice shall be written and include the anticipated start date, duration and reasons for the requested leave. When appropriate, the

eligible employee must make a reasonable effort to schedule treatment, including intermittent leave and reduced leave, so as not to unduly disrupt the operation of the district.

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

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

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

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

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

### **Medical Certification**

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

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

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

### **Second and Third Opinions**



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 or designee.

### **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/she is eligible for FMLA leave, is still eligible to take a full 12 workweeks of FMLA leave after meeting FMLA's eligibility requirements. Thereafter, any eligible leave period will run concurrently, when appropriate.

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

### Basic Leave Entitlement

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

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

### Military Family Leave Entitlements

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

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*; 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\*.

**\*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

# Nestucca Valley School District 101J

Code: GCBDA/GDBDA-AR(2)  
Adopted: 2/07/11  
Revised/Readopted: 5/13/19  
Orig. Code: GCBDA/GDBDA-AR(2)

## Request for Family and Medical Leave

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

PLEASE PRINT

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

Name \_\_\_\_\_ Effective date of the leave \_\_\_\_\_

Department \_\_\_\_\_ Title \_\_\_\_\_

Status:  Full-time  Part-time  Temporary

Hire date \_\_\_\_\_ Length of service \_\_\_\_\_

Have you taken a family leave in the past 12 months?  Yes  No

If yes, how many work days? \_\_\_\_\_ Reason for leave \_\_\_\_\_

I request family or medical leave for one or more of the following reasons:<sup>1</sup>

1.  Because of the birth of my child and to care for him or her. (District: Use GCBDA/GDBDA-AR(3)(A) Certification Form)

Expected date of birth \_\_\_\_\_ Actual date of birth \_\_\_\_\_  
Leave to start \_\_\_\_\_ Expected return date \_\_\_\_\_

2.  Because of the placement of a child with me for adoption or foster care. (District: Use GCBDA/GDBDA-AR(3)(A) Certification Form)

Age of child \_\_\_\_\_ Date of placement \_\_\_\_\_  
Leave to start \_\_\_\_\_ Expected return date \_\_\_\_\_

3.  To ~~In order to~~ care for a family member<sup>2</sup> with a serious health condition. (District: Use

<sup>1</sup> A physician's certification may be required to support a request for family and medical leave. In addition, a fitness-for-duty certification may be required before reinstatement following the leave.

<sup>2</sup> "Family member," for purposes of FMLA and OFLA leave,<sup>2</sup> means the spouse, same-sex domestic partner, custodial parent, noncustodial parent, adoptive parent, stepparent or foster parent, biological parent, child of the employee (biological, adopted, foster or step child, a legal ward or child of the employee standing in loco parentis) grandparent, parent-in-law, parent of employee's same-sex domestic partner or a person with whom the employee is or was in a relationship of "in loco parentis." Additionally, when defining "family member" under OFLA (but not FMLA leave), the definition Under OFLA, it also includes a grandparent, the biological, adopted, grandchild, parents-in-law or the parents foster-child or stepchild of the employee's

GCBDA/GDBDA-AR(3)(B) Certification Form)

Leave to start \_\_\_\_\_ Expected return date \_\_\_\_\_  
Please check one:  Spouse<sup>3</sup>  Same-sex domestic partner (OFLA leave only)  Child  Child of same-sex domestic partner (OFLA leave only)  Parent  Individual who was in *loco parentis* when the employee was a child  Parent-in-law or the parent  Parent of the employee's registered same-sex domestic partner (OFLA leave only)  Custodial parent  Noncustodial parent  Adoptive parent  Stepparent  Foster parent  Grandparent (OFLA leave only)  or Grandchild (OFLA leave only).→

Please state name and address of relation:  
Name \_\_\_\_\_ Address \_\_\_\_\_

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

4.  Sick child leave due to the closure of a child's school or child care provider.
5.  For a serious health condition which prevents me from performing my job functions. (District: Use GCBDA/ GDBDA-AR(3)(A) Certification Form)
- Describe \_\_\_\_\_
- Leave to start \_\_\_\_\_ Expected return date \_\_\_\_\_

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

6.  To ~~In order to~~ care for a child with a condition requiring home care which does not meet the definition of serious health condition and is not life threatening or terminal (OFLA leave only).
7.  A qualifying exigency arising from an employee's spouse, son, daughter, or parent who is a covered servicemember as defined in GCBDA/GDBDA-AR(1), or leave for the spouse ~~or domestic partner of a military personnel~~ per each deployment of the spouse ~~or domestic partner~~ when the spouse ~~or domestic partner~~ has either been notified of an impending call to active duty, has been ordered to active duty, or has been deployed or on leave from deployment. (District: Use GCBDA/GDBDA-AR(3)(C) Certification Form)
- 9.8.  To care for a spouse, son, daughter, parent, or next of kin<sup>4</sup> who is a covered servicemember with a serious illness or injury incurred in the line of duty or active duty in the armed forces. Has leave been taken for the same servicemember and the same injury?  Yes  No (District: Use GCBDA/GDBDA-AR(3)(D) Certification Form) If yes, when was the leave taken and for how many work days? \_\_\_\_\_

\_\_\_\_\_ registered an employee, child of same-sex domestic partner, or a child with whom the employee is or was in a relationship of "in loco parentis."

<sup>3</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.

<sup>4</sup> "Next of kin" means the nearest blood relative of the eligible employee.

14-9  For the death of a family member (OFLA only).

I understand that the district requires me to use any accrued sick leave, vacation, personal leave days or other paid time established by Board policy(ies) and/or collective bargaining agreement in the order specified by the district, and before taking leave without pay, for the family and medical leave period.

If my request for a leave is approved, it is my understanding that without an authorized extension when the need for an extension could be anticipated, I must report to duty on the first workday following the date my leave is scheduled to end. I understand that failure to do so will constitute unequivocal notice of my intent not to return to work and the district may terminate my employment. (A fitness-for-duty ~~certification~~ statement may be required.)

I authorize the district to deduct from my paychecks any employee contributions for health insurance premiums, life insurance or long-term disability insurance which remain unpaid after my leave, consistent with state and/or federal law.

I have been provided a copy of the district's family and medical leave policy and a copy of my rights and responsibilities under the Family Medical Leave Act leave request form.

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

# Nestucca Valley School District 101J

Code: GCBDA/GDBDA-AR(4)  
Revised/Reviewed: 2/07/11; 5/13/19  
Orig. Code: GCBDA/GDBDA-AR(4)

## FMLA/OFLA Eligibility Notice to Employee

DATE: \_\_\_\_\_

TO: \_\_\_\_\_  
(Employee's name)

FROM: \_\_\_\_\_  
(Name of appropriate employer representative)

SUBJECT: Request for FMLA and/or OFLA Leave

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

1. \_\_\_\_\_ The birth of your child or the placement of a child with you for adoption or foster care;
2. \_\_\_\_\_ A serious health condition that makes you unable to perform the essential functions of your job;
3. \_\_\_\_\_ A serious health condition of your  spouse<sup>1</sup>,  child (including the biological, grandchild, adopted or foster child or stepchild of an employee or a child with whom the employee is or was in a relationship of "in loco parentis"),  parent (biological parent of an employee or an individual who stood "in loco parentis" to an employee when the employee was a child),  grandparent (OFLA leave only),  parent-in-law or the parent of an employee's registered domestic partner (OFLA leave only),  custodial parent,  noncustodial parent,  adoptive parent,  foster parent for which you are needed to provide care;
4. \_\_\_\_\_ Sick child leave due to the closure of a child's school or child care provider;
5. \_\_\_\_\_ An illness or injury to your child which requires home care but is not a serious health condition (OFLA leave only);
6. \_\_\_\_\_ A qualifying exigency arising from a spouse, child or parent in the Armed Forces on covered active duty, or in the National Guard or Reserves on covered active duty;
7. \_\_\_\_\_ Your spouse has been notified of an impending call to active duty, has been ordered to active duty or has been deployed or on leave from deployment;
8. \_\_\_\_\_ A serious illness or injury, incurred in the line of duty, of a covered service member who is your spouse, child, parent or next of kin;
9. \_\_\_\_\_ For the death of a family member (OFLA only).

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<sup>1</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.



bargaining agreement, and recover these payments from you upon your return to work. We  will  will not pay your share of health insurance premiums while you are on FMLA and/or OFLA leave.

5.  c. We  will  will not do the same with other benefits (e.g., life insurance, disability insurance, etc.) while you are on FMLA and/or OFLA leave. If we do pay your premiums for other benefits, when you return from leave you  will  will not be expected to reimburse us for the payments made on your behalf.
5.  d. Except as noted above, in the event you do not return to work for the district after your FMLA and/or OFLA leave, and the district has paid your share of benefit premiums, you  will  will not be responsible for reimbursing the district the amount paid on your behalf; with the exceptions noted in C.F.R. § 104 (c)(2)(B) of the FMLA.
6.  You will be required to present a fitness-for-duty certification prior to being restored to employment following leave for your own serious health condition. If such certification is required but not received, your return to work may be delayed until the certification is provided. A list of essential functions for your position is attached. The fitness-for-duty certification must address your ability to perform these functions.
- You will not be required to present a fitness-for-duty certification prior to being restored to employment following leave for your own serious health condition.
7. a. You  are  are not a “key employee” as described in C.F.R. § 825.218 of the FMLA regulations. If you are a “key employee,” reinstatement to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to the district. (FMLA leave only.)
7. b. We  have  have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. (FMLA leave only.) (*Explain (a) and/or (b) below.*)
8. While on FMLA and/or OFLA leave you  will  will not be required to furnish us with periodic reports every \_\_\_\_\_ (*indicate interval of periodic reports, as appropriate for the particular leave situation*) of your status and intent to return to work. If the circumstances of your leave change and you are able to return to work earlier than the date indicated on this form, you  will  will not be required to notify us at least two workdays prior to the date you intend to report for work.
9. You  will  will not be required to furnish recertification relating to a serious health condition. (FMLA leave only.) (*Explain below, if necessary, including the interval between certifications as prescribed in C.F.R. § 825.308 of the FMLA regulations.*)
10. You are notified that all leave taken for the purposes of the death of a family member, counts toward the total period of authorized family leave.



# OSBA Model Sample Policy

Code: GCBDAAGDBDAA-AR(1)  
Revised/Reviewed:

## COVID-19 Related Leave \*

### Emergency Paid Sick Leave Act

The district shall provide paid sick time to employees who are unable to work due to the effects of coronavirus disease 2019 (COVID-19). Full-time employees are entitled to 80 hours of paid sick time, which is available immediately for use if the employee:

1. Is subject to a governmental quarantine or isolation order;
2. Has been advised by a health-care provider to self-quarantine;
3. Is experiencing symptoms of COVID-19 and seeking a medical diagnosis;
4. Is caring for an individual who is subject to quarantine or isolation by governmental order or health care provider advisement;
5. Is caring for their son or daughter whose school or child-care provider is closed; or
6. Is experiencing a substantially similar condition related to COVID-19 as specified by the Secretary of Health and Human Services, in consultation with the Secretary of the Treasury and the Secretary of Labor.

Paid sick time may be used before other paid leave that may be available to the employee. A part-time employee is entitled to such paid sick time for the average number of hours the part-time employee works during an average two-week period. Paid sick time shall not carry over from one year to the next.

The district shall pay the regular rate of pay up to \$511 per day, and \$5,110 in the aggregate, for paid sick time used by an employee who experiences symptoms of COVID-19, or is required or advised to self-quarantine due to concerns related to COVID-19.

The district shall pay two-thirds of the regular rate of pay up to \$200 per day, and \$2,000 in aggregate, for paid sick time used by an employee:

1. To care for an individual subject to quarantine or isolation by governmental order or health care provider advisement;
2. To care for their child because the child's school or child-care provider is closed due to COVID-19 related reasons; or
3. Who is experiencing a substantially similar condition related to COVID-19 as specified by the Secretary of Health and Human Services, in consultation with the Secretary of the Treasury and the Secretary of Labor.

## Emergency Family and Medical Leave Expansion Act

A district employee may take public health emergency leave to care for the employee's child during a COVID-19 public health emergency.

The district is not required to pay an employee for the first 10 days of such public health emergency leave. However, an employee may use accrued paid leave during such time. After the 10 days, the district must pay not less than two-thirds of an employee's regular rate of pay for the number of hours per week the employee normally works. The maximum amount of compensation for such leave is \$200 per day and \$10,000 in aggregate.

The district shall restore the employee's former position following the use of public health emergency leave unless, the district:

1. Has fewer than 25 employees;
2. Has made reasonable efforts to retain the employee's position but such position no longer exists due to economic or operating conditions caused by the public health emergency; and
3. Has made reasonable efforts to restore the employee to an equivalent position.

# OSBA Model Sample Policy

Code:  
Adopted:

GCPC/GDPC

## Retirement of Staff \*

*{Senate Bill (SB) 1049 (2019) makes it possible for employees to retire under PERS and work for a PERS-covered employer, without hour restrictions in most situations. The law does not require districts to allow PERS-retired employees to work in the district, rather, leaves the decision up to the district. OSBA encourages districts to evaluate the situation (including financial impacts) prior to making a decision regarding these employees. If districts do allow retired employees to return to work, OSBA recommends working with legal counsel to develop criteria and procedures that can be consistently implemented. Also consider the bargaining impacts of the selected practice.}*

To assist the district in its planning efforts, staff members considering retirement are encouraged to notify the district as early as possible, preferably at the beginning of the school year in which the retirement will take place.

~~Retiring employees are encouraged to coordinate with PERS and the Human Resources Department to ensure that all requirements are met. The superintendent will develop requirements, limitations and procedures for employment as a PERS-retiree.~~

*{Regarding PERS-workback, there are three main options for districts, please choose one of the following:}*

~~[When an employee of the district retires under PERS, that employee's employment with the district will terminate. Individuals who have retired under PERS are not eligible for employment in the district.]~~

~~{OR}~~

~~[When an employee of the district retires under PERS, that employee's employment with the district will terminate. PERS-retired individuals may apply for open positions with the district.<sup>2</sup><sup>3</sup>]~~

~~{OR}~~

---

<sup>1</sup> {The law that allows PERS-retired employees to continue to work for PERS-employers without hour restrictions is set to expire in 2024.}

<sup>2</sup> There must be a break in service for retired employees returning to work.

<sup>3</sup> {The law that allows PERS-retired employees to continue to work for PERS-employers without hour restrictions is set to expire in 2024.}

District employees will be allowed to retire under PERS and return to their position in the district only for the remainder of the school year. ~~THE~~ PERS-retired individuals may apply for open positions in the district.

END OF POLICY

**Legal Reference(s):**

ORS Chapter 237  
ORS Chapter 238

ORS Chapter 238A  
ORS 243.303

ORS 342.120

Consolidated Omnibus Budget Reconciliation Act of 1985, 29 U.S.C. §§ 1161-1169 (2018).  
Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001-1461 (2018).  
OR. CONST., art. IX, §§ 10-13.

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<sup>4</sup> {Districts can limit workback, but must consider equity pay laws when developing any criteria.}

<sup>5</sup> There must be a break in service for retired employees returning to work.

# OSBA Model Sample Policy

Code: IJ  
Adopted:

## School Counseling Program

The district's coordinated comprehensive school counseling program supports the academic, career, social-emotional, and community involvement development of all students. Each school will have a comprehensive counseling program for students in [grades K-12] [all grades], which will be based on the Oregon Department of Education's *Oregon's Framework for Comprehensive School Counseling Programs*.<sup>1</sup>

[<sup>2</sup>] The district's [comprehensive school counseling] program may include a child development specialist program for grades K-8 students and families who reside in the attendance areas of district schools.]

The district will adopt program goals, which will assist students to:

1. Understand and utilize the educational opportunities and alternatives available to them;
2. Meet academic standards;
3. Establish tentative career and educational goals;
4. Create and maintain an education plan and education portfolio;
5. Demonstrate the ability to utilize personal qualities, education and training, in the world of work;
6. Develop decision-making skills;
7. Obtain information about self;
8. Accept increasing responsibility for their own actions, including the development of self-advocacy skills;
9. Develop skills in interpersonal relations, including the use of effective and receptive communication;
10. Utilize school and community resources;
11. Demonstrate and discuss personal contributions to the larger community; and
12. Know here and how to utilize personal skills in making contributions to the community.

Materials used in the counseling program will be free of content that may discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, age, disability, or marital status, or that which permits or requires different treatment of students on such basis unless such differences cover the same

<sup>1</sup> Oregon Department of Education - [Comprehensive School Counseling](#)

<sup>2</sup> {See optional associated administrative regulation that includes language supporting a child development specialist program.}

occupation and interest areas and the use of such different material is shown to be essential to the elimination of discrimination.

Consistent with individual rights and the counselor's obligations as a professional, the counseling relationship and resulting information may be protected as privileged communications by Oregon law.<sup>3</sup>

END OF POLICY

**Legal Reference(s):**

ORS 40.245  
ORS 326.565  
ORS 326.575  
ORS 329.603

ORS 336.187  
OAR 581-021-0013  
OAR 581-021-0046(7)

OAR 581-022-2030  
OAR 581-022-2055  
OAR 581-022-2060  
OAR 581-022-2250

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2019).  
Protection of Pupil Rights, 20 U.S.C. § 1232h (2018); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2019).

<sup>3</sup> See ORS 40.245.

# OSBA Model Sample Policy

Code: IKFB  
Adopted:

## Graduation Exercises

The Board believes that completion of the requirements for a diploma, a modified diploma, an extended diploma or an alternative certificate from public schools is an achievement that improves the community as well as the individual. The Board wishes to recognize this achievement in a publicly, celebrated graduation exercise.

Accordingly, appropriate graduation programs may be planned by the school on the date selected by the Board.

The district's valedictorian(s), salutatorian(s) or others, at the discretion of the principal or designee, may be permitted to speak as part of the district's planned graduation program. All speeches will be reviewed and approved in advance by the building principal or designee.

All students in good standing who have successfully completed the requirements for a high school diploma, or qualifies to receive or receives a modified diploma, an extended diploma or an alternative certificate, including a student participating in a district-sponsored alternative education program and a student with disabilities receiving a document certifying successful completion of program requirements, shall have the option to participate in graduation exercises.

A student shall be allowed to wear a dress uniform issued to the student by a branch of the U.S. Armed Forces if the student:

1. Qualifies to receive a high school diploma, a modified diploma, an extended diploma or an alternative certificate; and
2. Has completed basic training for, and is an active member of, a branch of the U.S. Armed Forces.

[Graduating students will be allowed to wear items of cultural significance, in accordance with consistently-enforced rules established by the principal or designee.<sup>2</sup>]

END OF POLICY

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<sup>1</sup> [A student may be denied participation in graduation exercises for conduct that violates board policy, administrative regulation and/or code of conduct provisions.]

<sup>2</sup> [See letter from ODE regarding Graduation Ceremonies (click on [Year] Graduation Ceremonies).] {This could cause some controversy. OSBA recommends communicating with community cultural leaders and high school administration prior to adopting this language. If one group of students is allowed to wear an item of cultural significance, the same rule must be applied to other students in a non-discriminatory manner.}

**Legal Reference(s):**

ORS 329.451  
ORS 332.107  
ORS 339.505  
ORS 343.295

OAR 581-021-0050  
OAR 581-021-0055  
OAR 581-021-0060  
OAR 581-022-2000  
OAR 581-022-2010

OAR 581-022-2015  
OAR 581-022-2020  
OAR 581-022-2505

31 OR. ATTY. GEN. OP. 428 (1964)

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).

Kay v. David Douglas Sch. Dist. No. 40, 1987); cert. den., 484 U.S. 1032 (1988).

Doe v. Madison Sch. Dist. No. 321, 177 F.3d 789 (9th Cir. 1999).

Lee v. Weisman, 505 U.S. 577 (1992).

Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260 (1988).

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# Nestucca Valley School District 101J

Code: JB  
Adopted: 4/11/11  
Revised/Readopted: 6/10/19  
Orig. Code: JB

## Equal Educational Opportunity

Every student of the district will be given equal educational opportunities regardless of age, sex, sexual orientation<sup>1</sup>, race, color, religion, color, national origin, disability, marital status, national origin, familial status, or parental status, linguistic background, culture, socioeconomic status, capability or geographic location.

The district shall develop and implement an Equal Educational Opportunity Plan that assures that no further, no student will be excluded from participating in, denied the benefits of, or subjected to discrimination under any educational program or activity conducted by the district or denied access to facilities in the district. The district will treat its students without discrimination on the basis of sex as this pertains to course offerings, athletics, counseling, employment assistance and extracurricular activities.

A student or parent may also access and use the district's general complaint procedure through Board policy KL - Public Complaints.

All reports, complaints or information will be investigated.

The district will communicate the availability of policy and available complaint procedures to students and their parents through available district communication systems and handbooks and will be published to the district website and made available at the district office during regular business hours.

A student of the district may not be subjected to retaliation by the district for the reason that the student has in good faith reported information that the student believes is evidence of a violation of a state or federal law, rule or regulation. The superintendent will designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX. The Title IX coordinator will investigate complaints communicated to the district alleging noncompliance with Title IX. The name, address and telephone number of the Title IX coordinator will be provided to all students and employees.

The Board will adopt and the district will publish grievance procedures providing for prompt and equitable resolution of student and employee complaints under Title IX.

END OF POLICY

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<sup>1</sup> "Sexual orientation" means an individual's actual or perceived heterosexuality, homosexuality, bisexuality or gender identity, regardless of whether the individual's gender identity, appearance, expression or behaviors differs from that traditionally associated with the individual's sex at birth.

**Legal Reference(s):**

ORS 174.100  
ORS 192.630  
ORS 326.051  
ORS 329.025  
ORS 332.107  
ORS 336.086

ORS 659.850  
ORS 659.852  
ORS 659A.003  
ORS 659A.006  
ORS 659A.103 - 659A.145  
ORS 659A.400

ORS 659A.403  
ORS 659A.406  
OAR 581-021-0045  
OAR 581-021-0046  
OAR 581-022-2310  
OAR 839-003-0000

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018); 28 C.F.R. §§ 42.101-42.106 (2019).

Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 793-794 (2018); 34 C.F.R. Part 104 (2019).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683, 1701, 1703-1705 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).

Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12333 (2018).

**Cross Reference(s):**

AC - Nondiscrimination

# OSBA Model Sample Policy

Code: JHH  
Adopted:

## Student Suicide Prevention\*\*

The district shall develop a comprehensive student suicide prevention plan for students in kindergarten through grade 12.

The district may consult with state or national suicide prevention organizations, the Oregon Department of Education (ODE), school-based mental health professionals, parents, guardians, employees, students, administrators and school boards associations when developing the required plan.

The plan shall include, at a minimum:

1. Procedures relating to suicide prevention, intervention and activities that reduce risk and promote healing after a suicide;
2. Identification of the school officials responsible for responding to reports of suicidal risk;
3. A procedure by which a person may request the district to review the actions of a school in responding to suicidal risk;
4. Methods to address the needs of high-risk groups, including:
  - a. Youth bereaved by suicide;
  - b. Youth with disabilities, mental illness or substance abuse disorders;
  - c. Youth experiencing homelessness or out of home settings, such as foster care; and
  - d. Lesbian, gay, bisexual, transgender, queer and other minority gender identity and sexual orientation, Native American, Black, Latinx, and Asian students.
5. A description of, and materials for, any training to be provided to employees as part of the plan, which must include:
  - a. When and how to refer youth and their families to appropriate mental health services; and
  - b. Programs that can be completed through self-review of suitable suicide prevention materials.
6. Supports that are culturally and linguistically responsive;
7. Procedures for reentry into a school environment following a hospitalization or behavioral health crisis<sup>1</sup>; and

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<sup>1</sup> “Behavioral health crisis” as defined by Oregon Administrative Rule (OAR) 581-022-2510, means a disruption in an individual’s mental or emotional stability or functioning resulting in an urgent need for immediate treatment to prevent a serious deterioration in the individual’s mental or physical health.

8. A process for designating staff to be trained in an evidence-based suicide prevention program.<sup>2</sup>

The plan must be written to ensure that a district employee acts only within the authorization and scope of the employee's credentials or licenses.

The plan must be available annually to the community of the district, including district students, their parents and guardians, and employees and volunteers of the district, and readily available at the district office and on the district website.

END OF POLICY

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**Legal Reference(s):**

ORS 332.107

ORS 339.343

OAR 581-022-2510

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<sup>2</sup> ODE will provide a list of available programs.

# Nestucca Valley School District 101J

Code: JFCM  
Adopted: 4/11/11  
Revised/Readopted: 6/10/19  
Orig. Code: JFCM

## Threats of Violence\*\*

The Board is committed to promoting healthy relationships and a safe learning environment. To this end, student threats of harm to self or others, threatening behavior or acts of violence, including threats to severely damage any district property, shall not be tolerated on district property or at activities under the jurisdiction of the district.

Students shall be instructed of the responsibility to inform a teacher, counselor or administrator regarding any information or knowledge relevant to conduct prohibited by this policy. Parents and others will be encouraged to report such information to the district. Staff shall immediately notify an administrator of any threat, threatening behavior or act of violence the staff member/he/she has knowledge of, has witnessed or received. All reports will be promptly investigated.

Students found in violation of this policy shall be subject to discipline up to and including expulsion. The ~~superintendent or designee~~ [principal] shall notify the parent or guardian of any student in violation of this policy and the disciplinary action imposed. A referral to law enforcement shall be made for any infraction involving a student bringing, possessing, concealing or using a weapon or destructive device as prohibited by state and federal law and Board policy.

~~The district shall enforce this policy consistently, fairly and without bias against any student, including a student from a protected class as defined in Oregon Revised Statute 659.850.~~

The principal shall, in determining appropriate disciplinary action, consider:

1. Immediately removing from the classroom setting any student who has threatened to injure another person or to severely damage district property;
2. Placing the student in a setting where the behavior will receive immediate attention from ~~ana~~ building administrator, counselor, licensed mental health professional or others;
3. Requiring the student to be evaluated by a licensed mental health professional before allowing the student to return to the classroom setting<sup>[1]</sup>.

The district may enter into contracts with licensed mental health professionals to perform student evaluations. Funds for evaluations, other disciplinary options or other procedures as may be required by law and this policy shall be provided by the district.

The ~~superintendent or designee~~ [principal] shall attempt to notify:

The principal shall ensure notification is provided to:

<sup>1</sup> [A student removed from the classroom setting for an evaluation may not be removed for more than 10 school days unless the principal is able to show good cause that an evaluation could not be completed in that time period.]

<sup>2</sup> {Statute says "superintendent or superintendent's designee" so allows designation of principal depending on practice in the district.}

- ~~3. The parent of any student in violation of this policy and the disciplinary action imposed;~~
- 4.1. The parent or guardian of a student when the student's name appears on a targeted list at school that threatens violence or harm to the students on the list, or when threats of violence or harm to the student are made by another student at school;
- ~~5.2. Any district school employee whose name appears on a targeted list at school threatening violence or harm to the district employee and when threats of violence or harm are made by a student or others at school.~~

The ~~[superintendent or designee] [principal]~~ shall attempt to notify the Notification to the above persons shall be attempted by telephone or in person promptly and within 12 hours of discovery of a targeted list or learning of a threat. Regardless, the [superintendent or designee] [principal] shall issue a written follow-up notification shall be sent within 24 hours of discovery of a targeted list or learning of a threat.

The principal will provide necessary information regarding threats of violence to law enforcement, child protective services and health-care professionals in connection with a health and safety emergency if knowledge of the information is necessary to protect the health and safety of the student or other individuals. Additionally, the principal he/she may provide such information to other school officials, including teachers, within the district or other districts who have a legitimate educational interest in the student(s) consistent with state and federal education records laws and district policies.

The district or person participating in good faith in making the notification required by ORS 339.327 is immune from any liability, civil or criminal, that might otherwise be incurred or imposed with respect to the making or content of the notification.

~~The district may enter into contracts with licensed mental health professionals to perform student evaluations. Funds for evaluations or other disciplinary options as may be required by law and this policy shall be provided by the district.~~

As a part of the district's proactive safety efforts, the superintendent will plan staff development activities designed to alert staff to early warning signs of possible violent behavior. Students so identified, shall be referred to a counselor, licensed mental health professional and/or multidisciplinary team for evaluation and follow-up as appropriate.

~~Any student making threats to others will be assessed using the risk assessment procedures. The recommendations flowing from the risk assessment procedures will be used as guidelines for the district in determining what, if any, action should be taken to protect the individual being assessed, other students, staff, and the public.~~

END OF POLICY

**Legal Reference(s):**

[ORS 161.015](#)  
[ORS 166.210 - 166.370](#)  
[ORS 332.107](#)  
[ORS 339.115](#)  
[ORS 339.240](#)

[ORS 339.250](#)  
[ORS 339.327](#)  
  
[OAR 581-021-0050 - 021-0075](#)  
[OAR 581-053-0010\(5\)](#)

[OAR 581-053-0230\(9\)\(k\)](#)  
[OAR 581-053-0330\(1\)\(r\)](#)  
[OAR 581-053-0430\(17\)](#)  
[OAR 581-053-0531\(16\)](#)  
[OAR 581-053-0630](#)

Gun-Free School Zones Act of 1990, 18 U.S.C. §§ 921(a)(25)-(26), 922(q) (2018).  
Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400-1419 (2018).  
Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2019).

**Cross Reference(s):**

GBNA - Hazing/Harassment/Intimidation/Bullying/Menacing/Cyberbullying – Staff

JFCF - Hazing, Harassment, Intimidation, Menacing, Bullying, Cyberbullying, Teen Dating Violence and Domestic Violence – Student

JFCJ - Weapons in the Schools

# Nestucca Valley School District 101J

Code: LBE-AR  
Revised/Reviewed: 5/10/11; 6/10/19; 2/10/20  
Orig. Code: LBE-AR

## Public Charter Schools

(see new version)

### 1. Definitions

- a. “Applicant” means any person or group that develops and submits a written proposal for a public charter school to the district.
- b. “Public charter school” means an elementary or secondary school offering a comprehensive instructional program operating under a written agreement entered into between the district and an applicant.
- c. “Virtual public charter school” means a public charter school that provides online courses, but does not primarily serve students in a physical location.
  - (1) For the purpose of this definition, an “online course” is a course in which instruction and content are delivered on a computer using the internet, other electronic network or other technology such as CDs or DVDs; the student and teacher are in different physical locations for the majority of instructional time; the student is not required to be in a physical location of a school while participating in the course; and the online instruction is integral to the academic program of the charter school.
  - (2) For the purpose of this definition, “primarily serving students in a physical location” means that more than 50 percent of the core courses offered are not online courses; more than 50 percent of the total number of students attending the school are not receiving instructional services in an online course; and more than 50 percent of the school’s required instructional hours are not through an online course.
- d. “Remote and necessary school district” means a school district that offers kindergarten through grade 12 and has: (a) an average daily membership (ADM), as defined in Oregon Revised Statute (ORS) 327.006, in the prior fiscal year of less than 110; and (b) a school that is located, by the nearest traveled road, more than 20 miles from the nearest school or from a city with a population of more than 5,000.
- e. “Sponsor” means the district Board.

### 2. Proposal Process

- a. The public charter school applicant shall submit the proposal to the district no later than 180 days prior to the proposed starting date [by the date determined by the district<sup>1</sup>.
- b. To be considered complete, the proposal for a public charter school shall include the following:
  - (1) The identification of the applicant;

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<sup>1</sup> The date shall be at least 180 days prior to the date that the public charter school would begin operating and give a reasonable period of time for the school district board to complete the approval process and the public charter school to begin operating by the beginning of the school year.



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- (2) The name of the proposed public charter school;
- (3) A description of the philosophy and mission of the public charter school and how it differs from the district's current program and philosophy;
- (4) A description of any distinctive learning or teaching techniques to be used;
- (5) A description of the curriculum of the public charter school;
- (6) A description of the expected results of the curriculum and the verified methods of measuring and reporting results that will allow comparisons with district schools;
- (7) The governance structure public charter school board membership, selection, duties and responsibilities;
- (8) The projected enrollment including the ages or grades to be served;
- (9) The target population of students the public charter school is designed to serve;
- (10) The legal address, facilities and physical location of the public charter school and applicable occupancy permits and health and safety approvals;
- (11) A description of admission policies and application procedures;
- (12) The statutes and rules that shall apply to the public charter school;
- (13) The proposed budget and financial plan including evidence that the proposed budget and financial plan are financially sound;
- (14) A financial management system that includes:
  - (a) A description of a financial management system for the public charter school. The financial management system must include a budget and accounting system that:
    - (i) Is compatible with the budget and accounting system of the sponsor of the school; and
    - (ii) Complies with the requirements of the uniform budget and accounting system adopted by the State Board of Education under Oregon Administrative Rule (OAR) 581-023-0035.
  - (b) A plan for having the financial management system in place at the time the school begins operating.
- (15) The standards for behavior and the procedures for the discipline, suspension or expulsion of students;
- (16) The proposed school calendar, including the length of the school day and length of the school year;
- (17) A description of the proposed school staff and required qualifications of teachers including a breakdown of professional staff who hold a valid teaching license issued by the Teacher Standards and Practices Commission (TSPC) and those who do not hold a license but are registered with the TSPC (At least one-half of the full-time equivalent teaching and administrative staff of the public charter school shall be licensed.);
- (18) The date upon which the public charter school would begin operating;
- (19) The arrangements for any necessary special education and related services for students with disabilities who qualify under the Individuals with Disabilities Education Act (IDEA) and special education or regular education and related services for students who qualify under Section 504 of the Rehabilitation Act of 1973 who may attend the public charter school;
- (20) Information on the manner in which community groups may be involved in the planning and development process of the public charter school;
- (21) The term of the charter;

# Nestucca Valley School District 101J

Code: IJ  
Adopted: 6/10/19

## Guidance Program

(see new version)

The district's counseling and guidance program focuses on the developmental needs of all students, grades K through 12, based on the Oregon Department of Education's *Framework for Comprehensive Guidance and Counseling Programs for Pre-kindergarten through Twelfth Grade*.

Counselors demonstrate respect for each individual's dignity and worth and encourage each student to develop individual responsibility and decision-making skills. Counselors coordinate the school guidance program and involve all staff members in designing and implementing plans to meet four major goals:

1. Educational Development – Students will develop an education plan and portfolio that utilizes educational opportunities and alternatives consistent with academic standards and their career aspirations;
2. Personal/Social Development – Students will develop appropriate interpersonal and communication skills for a variety of social and work settings; students will develop self-advocacy and decision-making skills, and confidence in their own abilities;
3. Career Development – Students in grades K through 12 will develop career options consistent with their interests, abilities and values. Career development includes focus on vocation, avocation, family life, and citizenship.
4. Community involvement – Students will demonstrate the importance of making an individual contribution to the community.

The guidance and counseling program will assist students in grades 7 through 12 in developing and annually reviewing an educational plan which creates education, career and life goals, and identifies learning goals and activities.

Within the framework of the counseling and guidance goals, specific student and curricular objectives will be developed.

Within the areas of counseling and guidance responsibility, the counselor enters into professional relationships with three segments of the school community: students, school personnel and parents. Consistent with individual rights and the counselor's obligations as a professional, the counseling relationship and resulting information is, in most instances, protected as privileged communications by Oregon law. When appropriate, counselors will be responsible for explaining the ramifications of confidentiality to students.

END OF POLICY

**Legal Reference(s):**

ORS 40.245  
ORS 326.565  
ORS 326.575  
ORS 329.603

ORS 336.187  
OAR 581-021-0013  
OAR 581-021-0046(7)

OAR 581-022-2030  
OAR 581-022-2055  
OAR 581-022-2060  
OAR 581-022-2250

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2019).  
Protection of Pupil Rights, 20 U.S.C. § 1232h (2018); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2019).

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# Nestucca Valley School District 101J

Code: GCPC/GDPC  
Adopted: 2/07/11  
Revised/Readopted: 5/13/19  
Orig. Code: GCPC/GDPC

## Retirement of Staff

(see new version)

To assist the district in its planning efforts, staff members considering retirement are encouraged to notify the district as early as possible, preferably at the beginning of the school year in which the retirement will take place.

The superintendent will develop administrative regulations as may be necessary for district employees who retire, begin receiving benefits from the Public Employees Retirement System and request continued district employment.

END OF POLICY

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### Legal Reference(s):

[ORS Chapter 237](#)  
[ORS Chapter 238](#)

[ORS Chapter 238A](#)  
[ORS 243.303](#)

[ORS 342.120](#)

Consolidated Omnibus Budget Reconciliation Act of 1985, 29 U.S.C. §§ 1161-1169 (2018).  
Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001-1461 (2018).  
OR. CONST., art. IX, §§ 10-13.