

**BOARD OF EDUCATION
UMATILLA COUNTY SCHOOL DISTRICT 8R, HERMISTON**

**There will be a Regular Meeting of the
Board of Education of the Umatilla County School District 8R
at Hermiston School District Offices
Boardroom
305 S.W. 11th Street.
Hermiston, Oregon 97838
Monday, January 11, 2021, 6:30 PM**

**Briana Cortaberria
Executive Assistant to the
Superintendent and Board of Education**

AGENDA

- 1. CALL TO ORDER REGULAR MEETING* (6:30 p.m.)** *Chair Goller*
- 2. INTRODUCTORY ITEMS (6:30 p.m.)** *Chair Goller*
 1. Pledge of Allegiance
 2. Adoption of Agenda
 3. Approval of Minutes 3
- 3. COMMUNICATIONS AND ANNOUNCEMENTS (6:35 p.m.)**
 1. Public Comments*** *Chair Goller* 10

Welcome. This is the time we reserve in our meeting for public comment. Anyone wishing to address the board should stand and be recognized, then move forward to the microphone at the center table. Prior to making your comments, please state your first and last name, home address, and school or topic. Please limit your comments to a maximum of three (3) minutes and address them to me.

Due to the COVID-19 state-wide restrictions and Governor Brown's "Stay Home, Save Lives" order, the Hermiston School District Board of Education also accepted public comment in writing prior to this meeting. Members of the community wishing to provide public comment submitted those statements via email to the district by 12:00 pm today.

According to Board policy KL, any complaint regarding a specific employee of the Hermiston School District must be routed through the superintendent's office.

Is there anyone here tonight who would like to address the board?
 2. Oregon School Employees Association *Ms. Wright*
 3. Hermiston Association of Teachers *Ms. Woodward*
 4. Student Board Representative *Miss Mitchell*
- 4. REPORTS (7:20 p.m.)**
 1. Board of Education *Chair Goller*

Board of Education Goals

 1. Academic Achievement. Schools will demonstrate continuous improvement in all measured areas for each student.
 2. Stewardship. Maintain sound fiscal stewardship of community resources consistent with board policy.

* Timing of agenda is not meant to be time specific. Instead the time identified is for pacing purposes only. The Board of Education may modify the agenda and the order in which items are taken for consideration.

** Consent agenda items are considered for action as an entire group. Details for these items are available for public inspection at the District Office.

*** Members of the public who wish to address the Board of Education should notify the Board Chairman or Superintendent prior to the meeting. The Board of Education normally accepts public comment only at its regularly scheduled meetings. Public comment is not normally accepted at Special Meetings/work sessions.

3. Community. Schools will provide specific community outreach, at least twice annually, in culturally relevant ways to encourage parent/guardian partnerships in advancing student achievement.	
2. Bond Oversight Committee	
3. Superintendent's Office <i>Dr. Mooney</i>	
1. Enrollment Report	11
4. Business Office <i>Ms. Saul</i>	
1. Financial Reports	14
5. STUDY ITEMS (7:40 p.m.)	
1. Return to In-person Learning Update	
6. CONSENT ITEMS** (8:00 p.m.)	
1. Human Resources Department	
1. Personnel Appointments	17
2. Personnel Resignations	18
2. Business Office	
1. Acceptance of Gifts	19
3. Superintendent's Office	
1. Policy Review - Second Reading	23
7. CALENDAR/FUTURE ITEMS (8:05 p.m.) <i>Ms. Cortaberra</i>	78
8. EXECUTIVE SESSION (8:10 p.m.)	83
9. ADJOURN (8:40 p.m.)	

ORS 192.660(2)(i): To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

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** Consent agenda items are considered for action as an entire group. Details for these items are available for public inspection at the District Office.

*** Members of the public who wish to address the Board of Education should notify the Board Chairman or Superintendent prior to the meeting. The Board of Education normally accepts public comment only at its regularly scheduled meetings. Public comment is not normally accepted at Special Meetings/work sessions.

**EMERGENCY MEETING
UMATILLA COUNTY SCHOOL DISTRICT #8R, HERMISTON
December 3, 2020**

1 CALL TO ORDER

Chair Goller called the meeting to order at 5:00 p.m.

Hermiston School Board members present via Zoom virtual meeting: Mr. Josh Goller, Mr. Brent Pitney, Mr. Mark Gomolski, Ms. Karen Sherman, Ms. Holthus

Also in attendance were: Superintendent of Schools Dr. Tricia Mooney, Director of Business Services Katie Saul, and Executive Assistant to the Superintendent and Board Briana Cortaberria
Absent online: Ms. Bonnie Luisi, Mr. Bryan Medelez

2 STUDY ITEMS

2.1 Declaration of Emergency

Director of Business Services Ms. Saul explained the declaration of emergency to request a boiler at the high school, which has significant damage and beyond repair. Quotes project about \$200,000 for replacement. The declaration allows the district to procure a new boiler before the current one fails and does further damage to the infrastructure.

3 ACTION ITEMS

3.1 Declaration of Emergency

A motion was made by Ms. Holthus and seconded by Ms. Sherman to approve the declaration of an emergency as it relates to the District's bidding procedures as outlined in Board Policy DJC/DJC-AR.

Per the superintendent's recommendation, pursuant to ORS 279B.080, and in accordance with OAR 137-049-0150, the Hermiston School District has declared an emergency bidding exemption situation as a result of the catastrophic boiler failure at Hermiston High School. Immediate and prompt action must be taken to ensure the continuation of educational services for staff and students as well as to avoid subsequent damage to the facility as a result of the lack of adequate and appropriate heat. As outlined in associated Oregon rules, a contracting agency may declare that emergency circumstances exist that require prompt execution of a public contract for emergency construction or repair work. This declaration has been made at an administrative level consistent with the contracting agency's internal policies (DJC), by this written declaration that describes the circumstances creating the emergency and the anticipated harm from failure to enter into an emergency contract. The District intends to approve an emergency procurement contract under these measures with their contracted heating and cooling firm to expedite and mitigate the emergency situation. The work completed by the firm is limited to the scope associated with the emergency boiler replacement necessary to remedy the conditions leading to the emergency declaration.

The District, in their emergency proposal, will require the contracting firm to comply with the applicable wage rate and hour laws.

This emergency declaration shall be kept on file as a public record.

The members posed no questions.
The motion passed 5-0.

4 ADJOURN

A motion was made by Mr. Gomolski and seconded by Mr. Pitney to adjourn the meeting. The motion passed 5-0.

Chair Goller adjourned the regular meeting at 5:07 p.m.

Date

Chairman

Superintendent/Clerk

Secretary

DRAFT

**REGULAR MEETING
UMATILLA COUNTY SCHOOL DISTRICT #8R, HERMISTON
December 14, 2020**

1 CALL TO ORDER

Chair Goller called the meeting to order at 6:30 p.m.

Hermiston School Board members present: Mr. Josh Goller, Ms. Karen Sherman, Mr. Brent Pitney, Mr. Mark Gomolski, Mr. Bryan Medelez

Also in attendance were: Superintendent of Schools Dr. Tricia Mooney, Director of Business Services Katie Saul, and Executive Assistant to the Superintendent and Board Briana Cortaberra

Absent online: Ms. Bonnie Luisi, Ms. Ginny Holthus

2 INTRODUCTORY ITEMS

2.1 Pledge of Allegiance

Chair Goller led everyone in the Pledge of Allegiance.

2.2 Adoption of Agenda

There were no changes to the agenda since its release.

2.3 Approval of Minutes

Regular Meeting, November 9, 2020 – A motion was made by Mr. Gomolski and seconded by Mr. Pitney that the Board of Education approves the minutes of the regular meeting held on November 9, 2020.

The motion passed 5-0.

3 PRESENTATIONS AND RECOGNITIONS

3.1 Auditor's Report

Ms. Ramos of Barnett & Moro provided her auditor's letter and report, explaining the review process for the district's comprehensive annual financial report, notably four specific reports. She stated that no findings or compliance issues were identified. No deficiencies or material weaknesses were found throughout the review; it was a clean report.

4 COMMUNICATIONS AND ANNOUNCEMENTS

4.1 Public Comments

Chair Goller read the public comment guidelines as posted to the meeting agenda. No public comment was given by the public.

4.2 Oregon School Employees Association

Interim OSEA President Ms. Wright reported to the board, stating that the classified staff is anxious for students to return to the classroom.

4.3 Hermiston Association of Teachers

Ms. Laurel Woodward spoke to the board on behalf of the Hermiston Association Teachers, commenting on student clubs, elementary parent night Thursday the 17th, and a donation to the Festival of Trees.

4.4 Student Board Representative

Hermiston High School Student Board Representative Miss Violet Mitchell, shared an HHS Student Leadership update, including a canned food drive and associated festivities, holiday spirit week, and a January Soup Drive in support of the Warming Station.

5 REPORTS

5.1 Board of Education

The Board members shared of events and activities in which they participated or attended since the last Board meeting, sharing of holiday festivities and the Oregon School Boards Association virtual annual convention.

5.2 Superintendent's Office

5.2.1 Enrollment Report

Dr. Tricia Mooney shared the enrollment report as of November 30, 2020, showing a decreased enrollment but following the standard trend line. She informed the board that enrollment may dip in December, as families take extended breaks during the winter and due to the district having to drop students absent longer than 10 days.

5.2.2 Bond Oversight Committee

Dr. Mooney shared a BOC outline and recent Wenaha Group bond project update.

5.3 Business Office

5.3.1 Financial Reports

Director of Business Services Saul shared the October 2020 financial forecast reports, explaining a yellow revenue report that is balanced by a green expenditure report to yield a green ending fund balance report and 13.89% EFB.

6 CONSENT ITEMS

A motion was made by Mr. Medelez, seconded by Mr. Gomolski, and passed 5-0 that the Board of Education approves consent items 6.1.1 thru 6.3.2.

6.1 Human Resources Department

6.1.1 Personnel Appointments

Approves the appointment of the following employees:

Laura Jaimes	Youth Transition Program Coordinator	District Level
Danielle Smith	Special Education Assistant	Hermiston High School

6.1.2 Personnel Resignations

Approves the resignation of the following employees:

Evelia Lopez	ELD Assistant	Sandstone Middle School
Judy Ramcharan	Special Education Assistant	West Park Elementary

6.1.3 Extra Responsibility Contract

Approves the following extra responsibility contracts:

Sean McClannahan	Band Director	Hermiston High School
Kelly Robison	Skills USA/FFA Assistant Advisor	Hermiston High School**

**High School Success Funded

6.2 Business Office

6.2.1 Acceptance of Gifts

Accepts the following gifts:

SCHOOL/PROG	GIFT	VALUE	DONOR
Hermiston High School Golf	Cash	\$50.00	Kristin & Mark Smalley
West Park Elementary School	Cash	\$200.00	Community Bank

6.2.2 Budget Appropriation

Approve Resolution 20-21-02

6.2.3 2019-20 Audit Report

Accept the 2019-20 Audit Report as presented.

6.3 Superintendent’s Office

6.3.1 Policy Review – First Reading

Adopt the list of policies under review, as included:

GCBDA/GDBDA-AR	Federal Family and Medical Leave/State Family Medical Leave
IJ – OLD	Guidance Program/Child Development Specialist Program
IJ – NEW	School Counseling Program
IKFB	Graduation Exercises
JB	Equal Educational Opportunity
JFCM	Threats of Violence**
LBE	Public Charter Schools
LBE-AR – OLD	Public Charter Schools
LBE-AR – NEW	Public Charter Schools
LBEA	Resident Student Denial for Virtual Public Charter School Attendance**

6.3.2 Policy Review – Second Reading

Adopt the list of policies under review, as included:

ACB - New	All Students Belong
ACB-AR - New	Bias Incident Complaint Procedure

7 CALENDAR/FUTURE ITEMS

Upcoming calendars were reviewed.

Chair Goller recessed the Regular Meeting at 7:06 p.m.

He stated the respective ORS under which the Board would meet in Executive Session:

- ORS 192.660(2)(e): to conduct deliberations with persons designated by the governing body to negotiate real property transactions.
- ORS 192.660(2)(i): to review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee, or staff member who does not request an open hearing.

8 EXECUTIVE SESSION

Chair Goller opened the executive session at 7:12 p.m.

Dr. Mooney, Ms. Saul, and Ms. Cortaberria attended the session with the five present board members.

8.1 ORS 192.660 (2)(e)

Ms. Saul exited the session at 7:17 p.m.

8.2 ORS 192.660 (2)(i)

Chair Goller closed the executive session at 7:30 p.m.

Chair Goller reconvened the regular meeting at 7:30 p.m.

9 ADJOURN

A motion was made by Mr. Gomolski and seconded by Ms. Sherman to adjourn the meeting. The motion passed 5-0.

Chair Goller adjourned the regular meeting at 7:31 p.m.

Date

Chairman

Superintendent/Clerk

Secretary

DRAFT

**BOARD OF EDUCATION
UMATILLA COUNTY SCHOOL DISTRICT #8R, HERMISTON
HERMISTON, OREGON**

PUBLIC COMMENT GUIDELINES

Welcome. This is the time we reserve in our meeting for public comment. Anyone wishing to address the board should stand and be recognized, then move forward to the microphone at the center table. Prior to making your comments, please state your first and last name, home address, and school or topic. Please limit your comments to a maximum of three (3) minutes and address them to me.

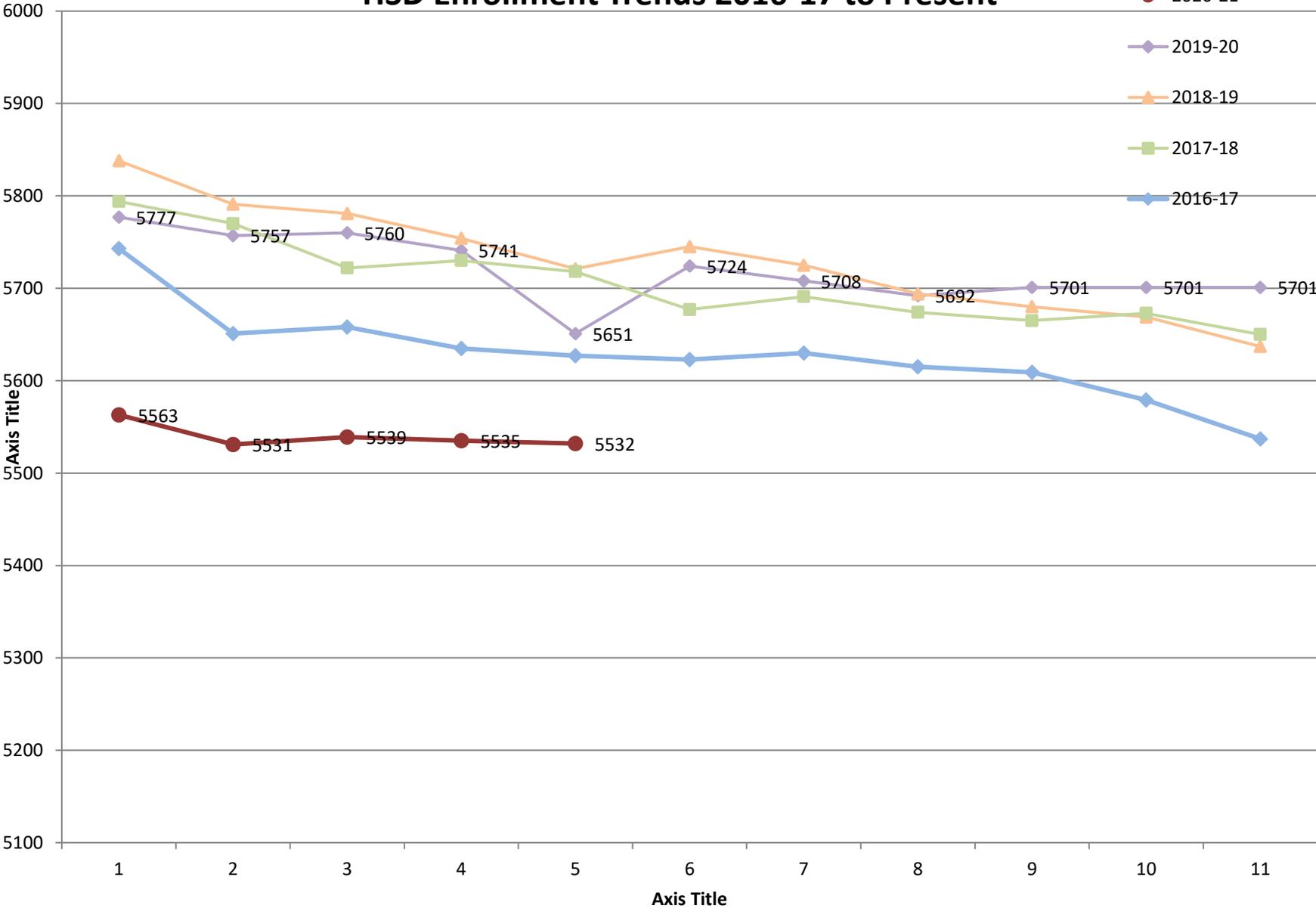
Due to the COVID-19 state-wide restrictions and Governor Brown's "Stay Home, Save Lives" order, the Hermiston School District Board of Education also accepted public comment in writing prior to this meeting. Members of the community wishing to provide public comment submitted those statements via email to the district by 12:00 pm today.

According to Board policy KL, any complaint regarding a specific employee of the Hermiston School District must be routed through the superintendent's office.

Is there anyone here tonight who would like to address the board?

bc

HSD Enrollment Trends 2016-17 to Present



12/31//2020

HERMISTON SCHOOL DISTRICT 8R - ELEMENTARY ENROLLMENT BY TEACHER

Desert View	533	Highland Hills	427	Rocky Heights	424	Sunset	576	West Park	512	
Kinder		Ross, W(lifeskills)	2	K. Scott (Team)	0					Total
Ramirez	20	K. Carlson	2	Fredricks	15	Escobedo	17	Diaz	2	351
D. Smith	20	Adams	20	Godby	6	Robinson	16	Kellison, A	18	
Pollick	21	Culligan	18	Moore	15	Newton	18	McCoy	16	
Wells	20	Koenig	18	Wilson, M	14	Trigg Linderman	17	Pena	17	
						Trotter	17	Rodriguez	19	
Hermiston Online!	2	Hermiston Online!	0	Hermiston Online!	0	Hermiston Online!	1	Hermiston Online!	0	Avg,
Total	83		60		50		86		72	17.6
1st grade				K.Scott (Team)	1					Total
Bennett	19	K. Carlson	0	Badillo-Juarez	9	Diaz	19	Diaz	1	398
Frazier	19	Liebe	22	Dunkel	22	Milligan	18	Hamilton, N	19	
Lillie	19	Seibel	22	James	21	Mosher	20	Schaefer	20	
McCann	21	Watson	22	Powell	22	Sloan	18	Wattenburger	20	
						Torres	20	Posten	19	
Hermiston Online!	1	Hermiston Online!	1	Hermiston Online!	2	Hermiston Online!	1	Hermiston Online!	0	Avg,
Total	79		67		77		96		79	19.9
2nd grade		Ross, W(lifeskills)	1	K. Scott (Team)	4			(Soc. Com) Skirvin	2	Total
Lowry	23	K. Carlson	2	Badillo-Juarez	5	Colbray	24	Diaz	2	447
Rettkowski	24	Cooley,Sam	21	Hancock	16	Navarrete Campos	23	Gorham	23	
Scott, V	24	Gilstrap	16	Hayden	17	Nicodemus, A	22	Johnston	24	
Zumaya	23	Meade	19	Phillips	17	Pridmore	23	Neddo	23	
				Shira	16	Spencer	23	Springstead	23	
Hermiston Online!	2	Hermiston Online!	2	Hermiston Online!	2	Hermiston Online!	0	Hermiston Online!	1	Avg.
Total	96		61		77		115		98	22.4
3rd grade		Ross, W(lifeskills)	2					(Soc. Com) Skirvin	2	Total
Artz	20	K. Carlson	2	Eckblad (Able)	1	Mulkey	18	Diaz	2	410
Dynes	23	Hall	19	Basso	24	Sorey	19	Anderholm	20	
Hill	22	Juul	22	Kautzman	22	Smith	18	Degan	22	
Strehlou	23	Moore	21	Rodriguez, A	22	Weber	18	Morgan	20	
		Alvarez	3			White	19	Purswell	20	
Hermiston Online!	1	Hermiston Online!	4	Hermiston Online!	1	Hermiston Online!	0	Hermiston Online!	0	Avg.
Total	89		73		70		92		86	21.6
4th grade		K. Carlson	1					(Soc. Com) Skirvin	2	Total
Mills	22	Barr	19	Eckblad (Able)	1	Elliott	25	Diaz	2	427
Thurmond	23	Cooke	19	Bailey	22	Frazier	24	Dopps	21	
Wellsandt	23	Plum	21	Lindeman	22	Rouska	26	MacKenzie	21	
Winn	23	Ross, W(lifeskills)	1	McElrea	23	Zuniga	25	Maloy	22	
		Alvarez	9					Peterson	22	
Hermiston Online!	3	Hermiston Online!	2	Hermiston Online!	1	Hermiston Online!	1	Hermiston Online!	1	Avg.
Total	94		72		69		101		91	23.7
5th grade		K. Carlson	1					(Soc. Com) Skirvin	1	Total
Kramer	23	Cook, J	21	Eckblad (Able)	4	Frink	23	Diaz	1	439
Lomas	21	Hamann	21	Lathim	25	Long	21	Lambert	21	
McCormack	23	Moody	22	Linn	25	Sexton	21	Nycz	22	
Nicodemus	22	Wood	20	Sparks	25	Stephens	20	Schultz	20	
		Alvarez	7					Smith, B	21	
Hermiston Online!	3	Hermiston Online!	2	Hermiston Online!	2	Hermiston Online!	1	Hermiston Online!	0	Avg.
Total	92		94		81		86		86	23.1

HermistonOnline
Dean-KennedyHermistonOnline
Dean-DavisHermistonOnline
Dean-VoelkerHermistonOnline
Dean-AndreasonHermistonOnline
Dean-Terjeson

12/31/2020

CUMULATIVE SCHOOL ENROLLMENT -- HERMISTON SCHOOL DISTRICT 8R

	Part Time	Kg	1st grade	2nd grade	3rd grade	4th grade	5th grade	6th grade	7th grade	8th grade	9th grade	10th grade	11th grade	12th grade	Total
DESERT VIEW		83	79	96	89	94	92								533
HIGHLAND HILLS		60	67	61	73	72	94								427
ROCKY HEIGHTS		50	77	77	70	69	81								424
SUNSET		86	96	115	92	101	86								576
WEST PARK		72	79	98	86	91	86								512
Elementary Total		351	398	447	410	427	439								2472
ALMS								250	271	253					774
SMS								180	186	200					566
HHS											446	442	426	406	1720
COMBINED TOTAL		351	398	447	410	427	439	430	457	453	446	442	426	406	5532

	Increase/ Decrease
Last month's total enrollment:	5535 -3
Same month one year ago:	5651 -119

GENERAL FUND REVENUE DATA ENTRY REPORT

MONTH	TAXES	INTST/FEES	INTER	STATE SSF	STATE OTH	FEDERAL	OTHER	TOTAL PROJ.	TOTAL ACT.	VARIANCE	
JUL PRO	\$ -	\$ 47,642	\$ 210,913	\$ 8,671,965	\$ -	\$ -	\$ -	\$ 8,930,520		\$ (227,914)	-2.55%
JUL ACT	\$ -	\$ 30,641	\$ -	\$ 8,671,965	\$ -	\$ -	\$ -	\$ -	\$ 8,702,606	\$ (227,914)	YTD
AUG PRO	\$ 45,055	\$ 65,685	\$ 105,456	\$ 4,334,942	\$ -	\$ -	\$ -	\$ 4,551,138		\$ 178,510	3.92%
AUG ACT	\$ 32,551	\$ 47,346	\$ 316,369	\$ 4,333,382	\$ -	\$ -	\$ -	\$ -	\$ 4,729,648	\$ (49,404)	YTD
SEP PRO	\$ 28,931	\$ 89,254	\$ 105,456	\$ 4,334,942	\$ -	\$ -	\$ -	\$ 4,558,583		\$ (33,516)	-0.74%
SEP ACT	\$ 53,748	\$ 32,481	\$ 105,456	\$ 4,333,382	\$ -	\$ -	\$ -	\$ -	\$ 4,525,068	\$ (82,919)	YTD
OCT PRO	\$ 191,039	\$ 89,766	\$ 105,456	\$ 4,334,942	\$ -	\$ -	\$ -	\$ 4,721,203		\$ (171,743)	-3.64%
OCT ACT	\$ 77,543	\$ 33,079	\$ 105,456	\$ 4,333,382	\$ -	\$ -	\$ -	\$ -	\$ 4,549,460	\$ (254,663)	YTD
NOV PRO	\$ 8,473,307	\$ 68,510	\$ 105,456	\$ 4,334,942	\$ -	\$ -	\$ -	\$ 12,982,215		\$ (30,962)	-0.24%
NOV ACT	\$ 8,452,783	\$ 56,337	\$ 105,456	\$ 4,333,382	\$ 3,294	\$ -	\$ -	\$ -	\$ 12,951,253	\$ (285,625)	YTD
DEC PRO	\$ 282,595	\$ 87,533	\$ 1,403,239	\$ 4,334,942	\$ -	\$ -	\$ -	\$ 6,108,309			0.00%
DEC ACT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		YTD
JAN PRO	\$ 121,144	\$ 100,625	\$ 280,456	\$ 4,068,460	\$ 280,782	\$ 10,000	\$ -	\$ 4,861,467			0.00%
JAN ACT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		YTD
FEB PRO	\$ 175,236	\$ 86,988	\$ 105,456	\$ 4,068,460	\$ -	\$ -	\$ -	\$ 4,436,140			0.00%
FEB ACT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		YTD
MAR PRO	\$ 102,897	\$ 81,023	\$ 105,456	\$ 4,068,460	\$ -	\$ -	\$ -	\$ 4,357,836			0.00%
MAR ACT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		YTD
APR PRO	\$ 37,133	\$ 87,134	\$ 105,456	\$ 4,068,460	\$ -	\$ -	\$ -	\$ 4,298,183			0.00%
APR ACT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		YTD
MAY PRO	\$ 230,327	\$ 87,526	\$ 105,456	\$ 4,068,460	\$ 35,000	\$ -	\$ -	\$ 4,526,769			0.00%
MAY ACT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		YTD
JUN PRO	\$ 124,961	\$ 70,314	\$ -	\$ -	\$ 280,782	\$ -	\$ -	\$ 476,057			0.00%
JUN ACT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		YTD
Projected	\$ 9,812,625	\$ 962,000	\$ 2,738,258	\$ 50,688,975	\$ 596,564	\$ 10,000	\$ -	\$ 64,808,422			
Budget Book	\$ 9,812,625	\$ 1,002,000	\$ 2,746,247	\$ 52,196,519	\$ 618,771	\$ 10,000	\$ 1,155,000	\$ 67,541,162			
Variance	\$ -	\$ (40,000)	\$ (7,989)	\$ (1,507,544)	\$ (22,207)	\$ -	\$ (1,155,000)	\$ (2,732,740)			

TOT ACT	\$ 8,616,626	\$ 199,884	\$ 632,738	\$ 26,005,493	\$ 3,294	\$ -	\$ -	\$ 35,458,035	FORECAST ACT	\$	64,522,797
% collected	87.81%	20.78%	23.11%	51.30%	0.55%	0.00%	#DIV/0!	54.71%			

NOTE: Estimating reduced ADMw for lower than budget Kindergarten enrollment

LEGEND	Above or within 2.00% of projection	Between 2.01% & 5.00% below	Below 5.01% of projection
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GENERAL FUND EXPENDITURE DATA ENTRY REPORT							
MONTH	PROJ. P/R	ACTUAL P/R	PROJ. A/P	ACTUAL A/P	TOTAL	VARIANCE	
JULY PROJECTED	768,855		\$ 1,129,783		\$ 1,898,638 MONTHLY	\$ (51,037)	-2.69%
JULY ACTUAL		\$ 757,881		\$ 1,089,720	\$ 1,847,601 YTD	\$ (51,037)	-2.69%
AUGUST PROJECTED	905,595		\$ 913,713		\$ 1,819,308 MONTHLY	\$ (243)	-0.01%
AUGUST ACTUAL		\$ 858,428		\$ 960,637	\$ 1,819,065 YTD	\$ (51,279)	-1.38%
SEPTEMBER PROJECTED	4,414,916		\$ 864,615		\$ 5,279,531 MONTHLY	\$ (456,693)	-8.65%
SEPTEMBER ACTUAL		\$ 4,046,025		\$ 776,812	\$ 4,822,838 YTD	\$ (507,973)	-5.65%
OCTOBER PROJECTED	4,424,916		\$ 1,118,651		\$ 5,543,567 MONTHLY	\$ (1,061,024)	-19.14%
OCTOBER ACTUAL		\$ 4,052,406		\$ 430,137	\$ 4,482,543 YTD	\$ (1,568,997)	-10.79%
NOVEMBER PROJECTED	4,496,843		\$ 986,603		\$ 5,483,446 MONTHLY	\$ (871,029)	-15.88%
NOVEMBER ACTUAL		\$ 4,054,545		\$ 557,872	\$ 4,612,417 YTD	\$ (2,440,026)	-12.19%
DECEMBER PROJECTED	4,424,916		\$ 979,899		\$ 5,404,815 MONTHLY	\$ (5,404,815)	-100.00%
DECEMBER ACTUAL		\$ -		\$ -	\$ - YTD	\$ (7,844,841)	-30.85%
JANUARY PROJECTED	4,424,916		\$ 894,680		\$ 5,319,596 MONTHLY	\$ (5,319,596)	-100.00%
JANUARY ACTUAL		\$ -		\$ -	\$ - YTD	\$ (13,164,437)	-42.81%
FEBRUARY PROJECTED	4,424,916		\$ 923,374		\$ 5,348,290 MONTHLY	\$ (5,348,290)	-100.00%
FEBRUARY ACTUAL		\$ -		\$ -	\$ - YTD	\$ (18,512,727)	-51.29%
MARCH PROJECTED	4,695,539		\$ 938,943		\$ 5,634,482 MONTHLY	\$ (5,634,482)	-100.00%
MARCH ACTUAL		\$ -		\$ -	\$ - YTD	\$ (24,147,209)	-57.86%
APRIL PROJECTED	4,489,021		\$ 1,183,308		\$ 5,672,329 MONTHLY	\$ (5,672,329)	-100.00%
APRIL ACTUAL		\$ -		\$ -	\$ - YTD	\$ (29,819,538)	-62.91%
MAY PROJECTED	7,735,836		\$ 1,646,562		\$ 9,382,398 MONTHLY	\$ (9,382,398)	-100.00%
MAY ACTUAL		\$ -		\$ -	\$ - YTD	\$ (39,201,936)	-69.03%
JUNE PROJECTED	8,255,234		\$ 2,400,932		\$ 10,656,166 MONTHLY	\$ (10,656,166)	-100.00%
JUNE ACTUAL		\$ -		\$ -	\$ - YTD	\$ (49,858,102)	-73.93%
PROJECTED	\$ 53,461,503		\$ 13,981,063		\$ 67,442,566		
BUDGET BOOK	\$ 56,755,853		\$ 14,122,286		\$ 70,878,139		
VARIANCE	\$ 3,294,350		\$ 141,223		\$ 3,435,573	(proj. difference in budgeted expenditures)	
TOTAL ACTUAL		\$ 13,769,285		\$ 3,815,179	\$ 17,584,464	FORECAST ACT	\$ 65,002,540
% spent to date		25.76%		27.29%	26.07%		
Note:							
LEGEND MONTHLY	Below or within 2.00%	Between 2.01% & 5.00% above			Above 5.01% of projection		
LEGEND YTD	Below or within 2.00%	Between 2.01% & 5.00% above			Above 5.01% of projection		

GENERAL FUND MONTHLY ENDING FUND BALANCE REPORT

DATE	Revenue	Expenditure	Ending Fund Balance	Variance	EFB Monthly Projection for Year End
1-Jul-20 PROJECTED			\$ 11,950,000		
ACTUAL			\$ 11,983,191		
31-Jul-20 PROJECTED	\$ 8,930,520	\$ 1,898,638	\$ 18,981,882		
ACTUAL	\$ 8,702,606	\$ 1,847,601	\$ 18,838,195	\$ (176,877)	-0.93%
31-Aug-20 PROJECTED	\$ 4,551,138	\$ 1,819,308	\$ 21,713,712		
ACTUAL	\$ 4,729,648	\$ 1,819,065	\$ 21,748,778	\$ 2,414	0.01%
30-Sep-20 PROJECTED	\$ 4,558,583	\$ 5,279,531	\$ 20,992,764		
ACTUAL	\$ 4,525,068	\$ 4,822,838	\$ 21,451,008	\$ 425,053	2.02%
31-Oct-20 PROJECTED	\$ 4,721,203	\$ 5,543,567	\$ 20,170,401		
ACTUAL	\$ 4,549,460	\$ 4,482,543	\$ 21,517,925	\$ 1,314,334	6.52%
30-Nov-20 PROJECTED	\$ 12,982,215	\$ 5,483,446	\$ 27,669,170		
ACTUAL	\$ 12,951,253	\$ 4,612,417	\$ 29,856,762	\$ 2,187,592	7.91%
31-Dec-20 PROJECTED	\$ 6,108,309	\$ 5,404,815	\$ 28,372,664		
ACTUAL	\$ -	\$ -	\$ 29,856,762		0.00%
31-Jan-21 PROJECTED	\$ 4,861,467	\$ 5,319,596	\$ 27,914,535		
ACTUAL	\$ -	\$ -	\$ 29,856,762		0.00%
28-Feb-21 PROJECTED	\$ 4,436,140	\$ 5,348,290	\$ 27,002,385		
ACTUAL	\$ -	\$ -	\$ 29,856,762		0.00%
31-Mar-21 PROJECTED	\$ 4,357,836	\$ 5,634,482	\$ 25,725,740		
ACTUAL	\$ -	\$ -	\$ 29,856,762		0.00%
30-Apr-21 PROJECTED	\$ 4,298,183	\$ 5,672,329	\$ 24,351,594		
ACTUAL	\$ -	\$ -	\$ 29,856,762		0.00%
31-May-21 PROJECTED	\$ 4,526,769	\$ 9,382,398	\$ 19,495,965		
ACTUAL	\$ -	\$ -	\$ 29,856,762		0.00%
30-Jun-21 PROJECTED	\$ 476,057	\$ 10,656,166	\$ 9,315,856		
ACTUAL	\$ -	\$ -	\$ 29,856,762		0.00%
INITIAL FORECASTED EFB	\$ 64,808,422	\$ 67,442,566	\$ 9,315,856		12.14%
ACTUALS TO DATE	\$ 35,458,035	\$ 17,584,464			
ANTICIPATED ACTUALS*	\$64,522,797	\$65,002,540	\$ 11,503,448		15.04%
Monthly Comp.	Above or within 2.00% of projection	Between 2.01% & 5.00% below projection	Below 5.01% of projection		
	*Calculated using actuals through the current month and projected revenue and expenditures for future months				
NOTE:	Final as of November 20, 2020 completed audit of June 30, 2020 financials.				
ENDING FUND BALANCE LEGEND	8.00% to 9.00% and above	Between 7.99% to 7.50%	7.49% and below		16

**BOARD OF EDUCATION
UMATILLA COUNTY SCHOOL DISTRICT #8R, HERMISTON
HERMISTON, OREGON**

January 11, 2021

SUPERINTENDENT'S RECOMMENDATION

6.1 CONSENT: Human Resources Department

6.1.1 TOPIC: Personnel Appointment

It is recommended.

RECOMMENDATION:

. that the Board of Education approves the appointment of the following employees:

Chris Piersol

Maintenance I

Maintenance Department

bc

**5BOARD OF EDUCATION
UMATILLA COUNTY SCHOOL DISTRICT #8R, HERMISTON
HERMISTON, OREGON**

January 11, 2021

SUPERINTENDENT'S RECOMMENDATION

6.1 CONSENT: Human Resources Department

6.1.2 TOPIC: Personnel Resignation

It is recommended.

RECOMMENDATION:

. that the Board of Education approves the resignation of the following employees:

Angel Cortez

EL Assistant

Armand Larive Middle

bc

**BOARD OF EDUCATION
UMATILLA COUNTY SCHOOL DISTRICT #8R, HERMISTON
HERMISTON, OREGON**

January 11, 2021

DIRECTOR OF BUSINESS SERVICES' RECOMMENDATION

6.2 CONSENT ITEMS: Business Office

6.2.1 TOPIC: Acceptance of Gifts

It is recommended.

RECOMMENDATION:

. that the Board of Education accepts the following gifts:

SCHOOL/PROG	GIFT	VALUE	DONOR
Sandstone Middle School	Cash	\$120.00	PGE – The Blackbaud Giving Fund – Your Cause
West Park Elementary School – Physical Education	Equipment		Phit America
Highland Hills Elementary School – Music Department	Cash	\$461.64	PGE – The Blackbaud Giving Fund

bc



Hermiston School District 8R

305 SW 11TH Street, Hermiston, Oregon 97838-2103
Phone: (541) 667-6000 Fax: (541) 667-6050
www.hermiston.k12.or.us

APPLICATION FOR ACCEPTANCE OF GIFT

Unit to be presented with Gift/Donation: Sandstone Middle School

Name of Donor: PGE - The Blackbaud Giving Fund - Your Cause

Donor Address: 2000 Daniel Island Drive, Suite 100, Charleston, SC 29492

Donor Telephone Number: _____

Description of gift(s)/donation(s) including Serial #, purchase date, original purchase price and current cash value: Check #1290027121 \$120.00

Purpose of gift/donation: Donation to Sanstone Middle School

Signature of Donor: Not Available

Date: 12/14/2020

Authority to accept a gift, donation, emolument, favor, or gratuity to the School District is vested in the Board of Education. All such gifts shall become property of the School District.

Gifts will be considered for acceptance, with full District responsibility for maintenance, if they are of a type appearing on approved standard equipment lists or are closely related in instructional value.

Recommendation of Unit Administrator: [Signature] Date: 12/14/20

Recommendation of Business Manager: [Signature] Date: 12.17.2020

Recommendation of Superintendent: [Signature] Date: 1/5/21

Action of the Board of Education: Accepted _____ Not Accepted _____

Secretary to the Board of Education _____ Date: _____



Hermiston School District 8R

305 SW 11TH Street, Hermiston, Oregon 97838-2103

Phone: (541) 667-6000 Fax: (541) 667-6050

www.hermiston.k12.or.us

APPLICATION FOR ACCEPTANCE OF GIFT

Unit to be presented with Gift/Donation: West Park-PE

Name of Donor: Phit America

Donor Address: 1032 15th NW #108 Washington, DC 20005

Donor Telephone Number: 843-816-2789

Description of gift(s)/donation(s) including Serial #, purchase date, original purchase price and current cash value: EZ Scan, storage case, bluetooth speaker, cones, silicon bands to track student's laps

Purpose of gift/donation: Improve PE program and students overall fitness

Signature of Donor: N/A

Date: _____

Authority to accept a gift, donation, emolument, favor, or gratuity to the School District is vested in the Board of Education. All such gifts shall become property of the School District.

Gifts will be considered for acceptance, with full District responsibility for maintenance, if they are of a type appearing on approved standard equipment lists or are closely related in instructional value.

Recommendation of Unit Administrator [Signature] Date: 12.15.2020

Recommendation of Business Manager [Signature] Date: 12.17.2020

Recommendation of Superintendent [Signature] Date: 1/5/21

Action of the Board of Education: Accepted _____ Not Accepted _____

Secretary to the Board of Education _____ Date: _____



Hermiston School District 8R

305 SW 11TH Street, Hermiston, Oregon 97838-2103
Phone: (541) 667-6000 Fax: (541) 667-6050
www.hermiston.k12.or.us

APPLICATION FOR ACCEPTANCE OF GIFT

Unit to be presented with Gift/Donation: Highland Hills Music Department

Name of Donor: The Blackbaud Giving Fund PGE

Donor Address: 2000 Daniel Island Drive, Suite 100, Charleston, SC 29492

Donor Telephone Number: N/A

Description of gift(s)/donation(s) including Serial #, purchase date, original purchase price and current cash value: Check for \$461.64

Purpose of gift/donation: Highland Hills Music Department purchases as needed

Signature of Donor: N/A

Date: 12/16/2020

Authority to accept a gift, donation, emolument, favor, or gratuity to the School District is vested in the Board of Education. All such gifts shall become property of the School District.

Gifts will be considered for acceptance, with full District responsibility for maintenance, if they are of a type appearing on approved standard equipment lists or are closely related in instructional value.

Recommendation of Unit Administrator Rebecca Boen Date: 12/16/2020

Recommendation of Business Manager Kaniel Saul Date: 12.20.2020

Recommendation of Superintendent TJ Rooney Date: 1/5/21

Action of the Board of Education: Accepted _____ Not Accepted _____

Secretary to the Board of Education _____ Date: _____

**BOARD OF EDUCATION
UMATILLA COUNTY SCHOOL DISTRICT #8R, HERMISTON
HERMISTON, OREGON**

January 11, 2021

SUPERINTENDENT’S RECOMMENDATION

6.3 CONSENT ITEMS: Superintendent’s Office

6.3.1 TOPIC: Policy Review – Second Reading

It is recommended.

RECOMMENDATION:

. that the Board of Education adopt the list of policies under review, as included:

GCBDA/GDBDA-AR	Federal Family and Medical Leave/State Family Medical Leave
IJ – OLD	Guidance Program/Child Development Specialist Program
IJ – NEW	School Counseling Program
IKFB	Graduation Exercises
JB	Equal Educational Opportunity
JFCM	Threats of Violence**
LBE	Public Charter Schools
LBE-AR – OLD	Public Charter Schools
LBE-AR – NEW	Public Charter Schools
LBEA	Resident Student Denial for Virtual Public Charter School Attendance**

bc

Hermiston School District 8R

Code: GCBDA/GDBDA-AR

Revised/Reviewed: 7/10/17

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.¹ For parental leave purposes, an employee becomes eligible upon completing at least 180 days immediately preceding the date on which the parental leave begins. There is no minimum average number of hours worked per week when determining employee eligibility for parental leave.

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

¹ 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 leave² (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.

² 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 closed³ in conjunction with a statewide public health emergency declared by a public health official.⁴
4. Bereavement Leave: leave related to the death of a covered family member.⁵

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

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

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

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

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) Spouse⁶;
- (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”.

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

- d. For the purposes of parental and sick child leave under OFLA, the child must be under the age of 18 or an adult dependent child substantially limited by a physical or mental impairment.
3. In loco parentis:
- a. For the purposes of FMLA, “in loco parentis” means persons with day-to-day responsibility to care for and financially support a child, or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
 - b. For the purposes of OFLA, “in loco parentis” means person in the place of the parent having financial or day-to-day responsibility for the care of a child. A legal or biological relationship is not required.

4. Next of kin:

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

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

5. Covered servicemembers:

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

6. Covered veteran:

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

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

Leave Period

For the purposes of calculating an employee’s leave period, the district will use a “rolling” 12-month period measured backward from the date the employee uses any family and medical leave. The same method for calculating the 12-month period for FMLA and OFLA leave entitlement shall be used for all

employees. However, in all instances, the leave period for the purposes of OMFLA and Military Caregiver Leave under FMLA shall be dependent on the start of any such leave regardless of the district's designated 12-month leave period described above.

Leave Duration

For the purposes of FMLA, an eligible employee is generally entitled to a total of 12 weeks of qualified leave during the district's designated leave period⁷. 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.⁸ Unlike FMLA, OFLA does not combine the leave entitlement for spouses working for the district. However, under OFLA, family members who work for the district may be restricted from taking concurrent OFLA qualified leave.⁹

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

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

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

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

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

For the purpose of tracking the number of leave hours an eligible employee is entitled and/or has used during each week of the employee's leave, leave entitlement is calculated by multiplying the number of hours the eligible employee normally works per week by 12¹⁰.

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 workweek¹¹. 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:

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

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

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

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

1. The employee accepts the transfer position voluntarily and without coercion;
2. The transfer is temporary, lasts no longer than necessary and has equivalent pay and benefits;
3. The transfer is compliant with any applicable collective bargaining agreements;
4. The transfer is compliant with state and federal law, including but not limited to the protections provided for in FMLA and/or OFLA;
5. The transfer to an alternate position is used only when there is no other reasonable option available that would allow the employee to use intermittent leave or reduced work schedule; and
6. The transfer is not used to discourage the employee from taking intermittent or reduced work schedule leave, or to create a hardship for the employee.

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

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

Special Rules for School Employees

For the purposes of FMLA, "school 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 human resources department.

Record Keeping/Posted Notice

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

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

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

Federal vs. State Law

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

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

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

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

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

Military Family Leave Entitlements

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

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

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

Hermiston School District 8R

Code: **IJ**
Adopted: 2/03/09
Revised/Readopted: 7/10/17
Orig. Code: IJ

Guidance Program/Child Development Specialist Program

(Version 1)

(See newly revised version 2; see summary for details.)

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

The district's counseling and guidance program may include a child development specialist program for grade K-8 students and families who reside in the attendance areas of the schools.

Counselors/child development specialists 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 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-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 through community service learning projects.

Counselors of students in grades 7-12 will develop and annually review an educational plan which creates education, career and life goals, 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).

Hermiston School District 8R

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, which will be based on the Oregon Department of Education's *Oregon's Framework for Comprehensive School Counseling Programs*.¹

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 where and how to utilize personal skills in making contributions to the community.

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.²

¹ Oregon Department of Education - [Comprehensive School Counseling](#)

² See ORS 40.245.

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).

Hermiston School District 8R

Code: **IKFB**
Adopted: 8/03/04
Readopted: 7/10/17
Orig. Code: IKFB

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 school'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 standing¹ 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.

END OF POLICY

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](#)

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

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).

Hermiston School District 8R

Code: **JB**
Adopted: 7/02/09
Revised/Readopted: 7/24/17
Orig. Code: JB

Equal Educational Opportunity

Every student of the district will be given equal educational opportunities regardless of age, sex, sexual orientation¹, race, religion, color, national origin, disability, familial status, parental status, linguistic background, culture, socioeconomic status, capability or geographic location, or marital status.

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.

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, 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.

END OF POLICY

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).

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

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

ACA - Americans with Disabilities Act

Hermiston School District 8R

Code: JFCM
Adopted: 7/02/09
Revised/Readopted: 7/24/17
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 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 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 building 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 an 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 setting¹.

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 principal shall attempt to notify:

¹ 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.

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;
2. Any district 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 principal shall attempt to notify the above persons by telephone or in person promptly and within 12 hours of discovery of a targeted list or learning of a threat. Regardless, the principal shall issue a written follow-up notification 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 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.

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.

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 – Staff
 JFCF - Harassment/Intimidation/Bullying/Cyberbullying/Teen Dating Violence/Domestic Violence – Student
 JFCJ - Weapons in the Schools

Hermiston School District 8R

Code: **LBE**
Adopted: 1/02/01
Revised/Readopted: 8/09/05; 12/10/12; 1/13/15;
7/24/17; 6/10/19
Orig. Code: LBE

Public Charter Schools

Public charter schools may be established as a new public school or a virtual public school, from one or more existing public schools in the district or a portion of the school, or from an existing alternative education program. A public charter school may not convert an existing tuition-based private school into a charter school, affiliate itself with a nonpublic sectarian school or religious institution, or encompass all the schools in the district unless the district is composed of only one school.

Public charter schools shall demonstrate a commitment to the mission and diversity of public education while adhering to the following goals:

1. Increase student learning and achievement;
2. Increase choices of learning opportunities for students;
3. Better meet individual student academic needs and interests;
4. Build stronger working relationships among educators, parents and other community members;
5. Encourage the use of different and innovative learning methods;
6. Provide opportunities in small learning environments for flexibility and innovation;
7. Create new professional opportunities for teachers;
8. Establish additional forms of accountability for schools; and
9. Create innovative measurement tools.

An applicant must submit a complete public charter school proposal that meets the requirements of Oregon law, and includes other information required by the district in the application process.

The public charter school employer will be determined with each proposal. If the district is the employer, the terms of the current collective bargaining agreement will be examined to determine which parts of the agreement apply. If the district is not the sponsor of the public charter school, the district shall not be the employer and will not collectively bargain with public charter school employees.

The district will determine if it has any vacant or unused buildings and make a list of such buildings; buildings may be made available for public charter school use, subject to Board approval and Board policy.

Public charter school students may, upon request, be allowed to participate in district programs such as physical education, instrumental and vocal music offerings or other selected options if space and materials are available. Students must adhere to state law, Board policies, regulations and rules concerning student conduct and discipline.

The district will not provide instructional materials, lesson plans or curriculum guides for use in a public charter school.

Public charter school students in grades K-8 may participate in their resident district's activities that are offered before or after regular school hours. Public charter school students in grades 9-12 may participate in their resident district's available activities that are sanctioned by the Washington Interscholastic Activities Association (WIAA) when the requirements found in Oregon law are met.

The superintendent will develop administrative regulations to include, but not limited to, the proposal process, review and appeal procedures, and program evaluation, renewal, and termination.

END OF POLICY

Legal Reference(s):

[ORS 327.077](#)

[ORS 327.109](#)

[ORS 332.107](#)

[ORS 338](#)

[ORS 339.141](#)

[ORS 339.147](#)

[ORS 339.450](#)

[ORS 339.460](#)

[OAR 581-026-0005 - 0710](#)

Every Student Succeeds Act, 20 U.S.C. §§ 6311-6322 (2018).

Hermiston School District 8R

Code: **LBE-AR**
Revised/Reviewed: 1/11/16; 7/24/17; 2/10/20
Orig. Code: LBE-AR

Public Charter Schools

(Version 1)

(There is a new version of this AR; see summary for details.)

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 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 365 days prior to the proposed starting date.
- b. To be considered complete, the proposal for a public charter school shall include the following:
 - (1) The identification of the applicant;
 - (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;

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- (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 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;
- (22) The plan for performance bonding or insuring the public charter school, including buildings and liabilities;
- (23) A proposed plan for the placement of public charter school teachers, other employees and students upon termination or nonrenewal of a charter;

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- (24) The manner in which the public charter school program review and fiscal audit will be conducted;
- (25) In the case of a district school’s conversion to charter status, the following additional criteria must be addressed:
 - (a) The alternate arrangements for students who choose not to attend the public charter school and for teachers and other school employees who choose not to participate in the public charter school;
 - (b) The relationship that will exist between the public charter school and its employees including terms and conditions of employment.
- (26) The district will not complete the review required under ORS 338.055 of an application that does not contain the required components listed in ORS 338.045 (2)(a) - (y). A good faith determination of incompleteness is not a denial for purposes of requesting state board review under ORS 338.075;
- (27) In addition to the minimum requirements enumerated in ORS 338.045 (2)(a) - (y), the district, under ORS 338.045 (3), may require the applicant to submit any of the following information as necessary to add detail or clarity to the minimum requirements or that the Board considers relevant to the formation or operation of the public charter school:
 - (a) Curriculum, Instruction and Assessment
 - (i) Description of a curriculum for each grade of students, which demonstrates in detail alignment with Oregon’s academic content standards;
 - (ii) Description of instructional goals in relationship to Oregon’s academic content standards and benchmarks;
 - (iii) A planned course statement for courses taught in the program, including related content standards, course criteria, assessment practices and state required work samples that will be collected;
 - (iv) Documentation that reflects consideration of credits for public charter school course work a student may perform at any other public school;
 - (v) Explanation of grading practices for all classes and how student performance is documented;
 - (vi) Explanation of how the proposed academic program will be aligned with that of the district. (If an applicant is proposing an elementary level public charter school, please describe how the curriculum is aligned at each grade level with the district’s curriculum, including an explanation of how a student in the public charter school will be adequately prepared to re-enter the district’s public school system after completing the charter school’s program.);
 - (vii) Description of the student assessment system, including how student academic progress will be measured at each grade level and any specific assessment instruments that will be used;
 - (viii) Description of the plan for reporting student progress to parents, students and the community;
 - (ix) Description of policies and procedures regarding diplomas and graduation;
 - (x) Description of policies and practices for meeting the needs of students who are not successful in the regular program;

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- (xi) Identification of primary instructional materials by publisher, copyright date, version and edition for each academic content area in each grade;
- (xii) Identification of major supplementary material in core academic content areas and the criteria for use with students;
- (xiii) Description of how the public charter school will meet the unique learning needs of students working above and below grade level, including but not limited to, talented and gifted students;
- (xiv) Description of how the public charter school staff will identify and address students' rates and levels of learning;
- (xv) Description of strategies the public charter school staff will use to create a climate conducive to learning and positive student engagement;
- (xvi) Documentation that demonstrates improvements in student academic performance over time (both individual and program/grade level) from any private alternative school operated by the public charter school applicant, if applicable;
- (xvii) Description of how teachers will utilize current student knowledge and skills to assist in the design of appropriate instruction;
- (xviii) Identification of how the public charter school will provide access to national assessments such as PSAT, SAT and ACT, if applicable;
- (xix) Description of parental involvement, content of planned meetings and how the school will adjust any meeting to meet the needs of working parents;
- (xx) Description of distance learning options available to students, including the grade levels and amount of instruction offered to students, if applicable.

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(b) State and Federal Mandates/Special Education

- (i) Description of how the public charter school will meet any and all requirements of Every Student Succeeds Act (ESSA), which also specifically addresses adequate yearly progress (AYP) and the safe schools aspects of the law;
- (ii) Description of how the public charter school will collect AYP information on all subgroup populations in the school;
- (iii) Description of specific program information regarding curriculum and how specially designed instruction is delivered for special education students. (Include methodologies, data collection systems and service delivery models used.);
- (iv) Description of how the public charter school will serve the needs of talented and gifted students, including screening, identification and services;
- (v) Description of how the public charter school will deliver services and instruction to English Language Learners (ELL), including descriptions of curriculum, methodology and program accommodations;
- (vi) Description of how the public charter school will work with the district to comply with Section 504 accessibility requirements and nondiscrimination requirements in admissions and staff hiring;
- (vii) Explanation of how the public charter school will work with the district to implement Child Find requirements;
- (viii) Explanation of how the public charter school will work with the district to manage IDEA 2004 mandates regarding eligibility, individual education program (IEP) and placement meetings;

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- (ix) Explanation of how the public charter school will work with the district in which the public charter school is located to implement accommodations and modifications contained in the IEP or Section 504 plan;
- (x) Explanation of how the public charter school will work with the district to include parents in implementing IEPs;
- (xi) Explanation of how the public charter school intends to work with the district in which the public charter school is located to provide special education services for eligible students.

(c) Teacher Certification

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- (i) Identification regarding the training and/or certification of staff, including areas of industry training, endorsements and the TSPC licensure;
- (ii) Explanation of how the public charter school will comply with the TSPC requirements for all staff, including all TSPC Oregon Administrative Rules pertaining to its staff.

(d) Professional Development

- (i) Provide the public charter school's plan for comprehensive professional development for all staff;
- (ii) Identification of how the public charter school's licensed staff will obtain their required Continuing Professional Development units for licensure renewal.

(e) Budget

- (i) Explanation of projected budget item for the Public Employees Retirement System (PERS) contributions that would be required of the public charter school;
- (ii) Description of planned computer and technology support;
- (iii) Description of planned transportation costs, if applicable;
- (iv) Explanation of projected budget items for teaching salaries and other personnel contracts;
- (v) Explanation on facilities costs, including utilities, repairs, and rent;
- (vi) Copies of municipal audits for any other public charter school operated by the public charter school applicant, if applicable.

(f) Policy

Copies of any policy that the public charter school intends to adopt:

- (i) Which address expectations of academic standards for students and transcribing of credits;
- (ii) On student behavior, classroom management, suspensions and expulsions, which must contain an explanation of how the charter school will handle a student expelled from another district for reasons other than a weapons violation;
- (iii) Regarding corporal punishment including descriptions;

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- (iv) Regarding dispensing of medication to students who are in need of regular medication during school hours;
- (v) Regarding reviewing and selecting instructional materials;
- (vi) Regarding solicitation/advertising/fundraising by nonschool groups;
- (vii) Regarding field trips;
- (viii) Regarding student promotion and retention;
- (ix) Regarding student publications;
- (x) Regarding staff/student vehicle parking and use;
- (xi) Regarding diplomas and graduation, and also participation in graduation exercises;
- (xii) Regarding student/parent/public complaints;
- (xiii) Regarding visitors;
- (xiv) Regarding staff discipline, suspension or dismissal.

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(g) Other Information

- (i) Plans for use of any unique district facilities including, but not limited to, gymnasiums, auditoriums, athletic fields, libraries, cafeterias, computer labs and music facilities;
- (ii) Plans for child nutrition program(s);
- (iii) Plans for student participation in extracurricular activities pursuant to Oregon School Activities Association and Board policy, regulations and rules;
- (iv) Plans for counseling services;
- (v) Explanation of contingency plans for the hiring of substitute professional and classified staff;
- (vi) Description of how the public charter school will address the rights and responsibilities of students;
- (vii) Description of how the public charter school will handle situations involving student, possession, use or distribution of illegal drugs, weapons, flammable devices and other items that may be used to injure others;
- (viii) Description of procedures on how the public charter school will handle disciplinary referrals and how they will impact student promotion and advancement;
- (ix) Copies of program reviews conducted by other school districts that may have referred students to another public charter school operated by the public charter school applicant, if applicable;
- (x) Description of the typical school day for a student, including a master schedule, related activities, breaks and extracurricular options;
- (xi) Description of how student membership will be calculated, including a description of the type of instruction and location of instruction that contributes to ADM;
- (xii) Documentation and description of how long most students remain in the program, and documentation of student improvement in academic performance, disciplinary referrals, juvenile interventions, or any other disciplinary action while in the program;
- (xiii) Explanation of the legal relationship between the public charter school and any other public charter school, if applicable. (Please provide any contracts

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- or legal documents that will create the basis of the relationship between the entities. Please also provide all financial audits and auditor’s reports.);
- (xiv) If a public charter school applicant is operating any other public charter school, documentation that the public charter school applicant has established a separate Oregon nonprofit corporation, legally independent of any other public charter school in operation;
- (xv) If a public charter school applicant has not secured a facility at the time of submitting a public charter school proposal, a written and signed declaration of intent that states:

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If given any type of approval (conditional or unconditional), the public charter school applicant promises to provide to the school district liaison, at least sixty (60) days before the intended date to begin operation of the public charter school, proof that it will be able to secure, at least thirty (30) days before the intended date to begin operation of the public charter school, a suitable facility, occupancy and safety permits and insurance policies with minimum coverages required by the school district in school board policy and administrative regulation LBE that sets forth the requirements and process for the school board in reviewing, evaluating and approving a public charter school.

If the public charter school applicant fails to provide proof of an ability to secure a facility and all necessary occupancy and safety permits and insurance that is required by the school district as a condition of approval by the due date, it will withdraw its application to begin operation of a public charter school for the upcoming school year.

By signing this document, I affirm that I am authorized to make the promises stated above on behalf of the public charter school applicant. I understand that failure to fulfill the conditions listed above will result in an approval becoming void, and will automatically revoke any type of approval that the school board previously granted to the public charter school applicant.

 Name
 On behalf of the [ADD APPLICANT’S NAME] _____
 Date

The public charter school applicant will organize and label all information required in section 27 to correspond to the requested numbers.

- (28) Each member of the proposed public charter school’s governing body must provide an acknowledgment of understanding of the standards of conduct and the liabilities of a director of a nonprofit organization in ORS 65.

3. Proposal Review Process

- a. The superintendent may appoint an advisory committee to review public charter school proposals and submit a recommendation to the Board. The committee will consist of district representatives, community members and others as deemed appropriate.

- b. Within 30 business days of receipt of a proposal, the district will notify the applicant as to the completeness of the proposal and identify the specific elements of the proposal that are not complete. The district shall provide the applicant with a reasonable opportunity to complete the proposal.
- c. Within 60 days after the receipt of a completed proposal that meets the requirements of law and the district, the Board shall hold a public hearing on the provisions of the public charter school proposal.
- d. The Board must evaluate a proposal in good faith using the following criteria:

- (1) The demonstrated sustainable support for the proposal by teachers, parents, students and other community members, including comments received at the public hearing;
- (2) The demonstrated financial stability of the proposed public charter school including the demonstrated ability of the school to have a sound financial management system that:
 - (a) Is in place at the time the school begins operating;
 - (b) Is compatible with the budget and accounting system of the sponsor of the school; and
 - (c) Complies with the requirements of the uniform budget and accounting system adopted by the State Board of Education under OAR 581-023-0035.
- (3) The capability of the applicant in terms of support and planning to provide comprehensive instructional programs;
- (4) The capability of the applicant in terms of support and planning to provide comprehensive instructional programs to students identified by the applicant as academically low achieving;
- (5) The adequacy of the information provided as required in the proposal process criteria;
- (6) Whether the value of the public charter school is outweighed by any directly identifiable, significant and adverse impact on the quality of the public education of students residing in the district;

A “directly identifiable, significant and adverse impact” is defined as an adverse loss or reduction in staff, student, program or funds that may reduce the quality of existing district educational programs. This may include, but not be limited to, the following current data as compared to similar data from preceding years:

- (a) Student enrollment;
 - (b) Student teacher ratio;
 - (c) Staffing with appropriately licensed or endorsed personnel;
 - (d) Student learning and performance;
 - (e) Specialty programs or activities such as music, physical education, foreign language, talented and gifted and English as a second language;
 - (f) Revenue;
 - (g) Expenditure for maintenance and upkeep of district facilities.
- (7) Whether there are arrangements for any necessary special education and related services;
 - (8) Whether there are alternative arrangements for students, teachers and other school employees who choose not to attend or be employed by the public charter school if the public charter school is converting an existing district school;

- (9) The prior history, if any, of the applicant in operating a public charter school or in providing educational services.

- e. The Board must either approve or deny the proposal within 30 days of the public hearing.
- f. Written notice of the Board's action shall be sent to the applicant. If denied, the notice must include the reasons for the denial with suggested remedial measures. The applicant may then resubmit the proposal. The Board must either approve or deny the resubmitted proposal within 30 days. The Board may, with good cause, request an extension in the approval process timelines from the State Board of Education.

4. Terms of the Charter Agreement

- a. Upon Board approval of the proposal, the Board will become the sponsor of the public charter school. The district and the applicant must develop a written charter agreement, subject to Board approval, which shall act as the legal authorization for the establishment of the public charter school.
- b. The charter agreement shall be legally binding and must be in effect for a period of not more than five years but may be renewed by the district.
- c. The district and the public charter school may amend a charter agreement through joint agreement.
- d. It is the intent of the Board that the charter agreement be detailed and specific to protect the mutual interests of the public charter school and the district. The agreement shall incorporate the elements of the approved proposal and will address additional matters, statutes and rules not fully covered by law or the proposal that shall apply to the public charter school including, but not limited to, the following:

- (1) Sexual harassment (ORS 342.700, 342.704);
- (2) Pregnant and parenting students (ORS 336.640);
- (3) English language learners (ORS 336.079);
- (4) Student conduct (ORS 339.250);
- (5) Alcohol and drug abuse policy and plan (ORS 336.222);
- (6) Student records (ORS 326.565);
- (7) Oregon Report Card (ORS 329.115);
- (8) Recovery of costs associated with property damage (ORS 339.270);
- (9) Use of school facilities (ORS 332.172);
- (10) Employment status of public charter school employees:

- (a) Public charter school law requires the following:

- (i) Employee assignment to a public charter school shall be voluntary;
- (ii) A public charter school or the sponsor of the public charter school may be considered the employer of any employees of the public charter school;
- (iii) If the Board is not the sponsor of the public charter school, it shall not be the employer and shall not collectively bargain with the employees;
- (iv) A public charter school employee may be a member of a labor organization or organize with other employees to bargain collectively. The bargaining unit may be separate from other bargaining units of the district;
- (v) The public charter school governing body shall control the selection of employees at the public charter school;

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- (vi) The Board shall grant a leave of absence to any employee who chooses to work in the public charter school. The length and terms of the leave of absence shall be set by collective bargaining agreement or by Board policy; however, the length of leave of absence may not be less than two years unless:
 - 1) The charter of the public school is terminated or the public charter school is dissolved or closed during the leave of absence; or
 - 2) The employee and the Board have mutually agreed to a different length of time.

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- (vii) An employee of a public charter school operating within the district who is granted a leave of absence and returns to employment with the district shall retain seniority and benefits as an employee, pursuant to the terms of the leave of absence.

- (b) The terms and conditions of employment addressed in the agreement may include, but not limited to, the following provisions:
 - (i) A proposed plan for the placement of teachers and other school employees upon termination or nonrenewal of the charter;
 - (ii) Arrangements for employees who choose not to be employed or participate in the public charter school, if a district school has been converted to a public charter school;
 - (iii) Salary for professional staff or wages for classified staff;
 - (iv) Health benefits;
 - (v) Leaves, including timing, commencement and duration of leave; voluntary and involuntary termination and return to work; whether the leave is paid or unpaid; and a description of benefits upon termination of leave (i.e., same, similar or available position and salary schedule placement);
 - (vi) Work year;
 - (vii) Working hours;
 - (viii) Discipline and dismissal procedures;
 - (ix) Arrangements to secure substitutes;
 - (x) Arrangements to ensure that 50 percent of the total full-time equivalent teaching and administrative staff are licensed;
 - (xi) Hiring practices;
 - (xii) Evaluation procedures.

- (11) Student enrollment, application procedures and whether the public charter school will admit nonresident students and on what basis:

- (a) Public charter school law requires the following:
 - (i) Student enrollment shall be voluntary. If the number of applicants exceeds the capacity, students shall be selected through a lottery process. An equitable lottery may incorporate a weighted lottery for historically underserved students. All resident applicants will have their names written on a uniform-sized card to be placed in a covered container. Names will be drawn individually until all available slots are filled. If slots remain after

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resident applicants are placed, the remaining slots may be filled by nonresident applicants using an identical process. The drawing shall be made in the presence of at least two employees of the public charter school and two employees of the district. If the public charter school has been in operation one or more years, priority enrollment will be given to those students who:

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- 1) Were enrolled in the public charter school the prior year;
- 2) Have siblings who are presently enrolled in the public charter school and who were enrolled the prior year;
- 3) Only when the public charter school is party to a cooperative agreement for the purpose of forming a partnership to provide educational services, reside in:
 - a) The public charter school’s sponsoring district; or
 - b) A district which is a party to the cooperative agreement.

- (ii) A public charter school may not limit student admission based on ethnicity, national origin, race, religion, disability, sex, sexual orientation, income level, proficiency in the English language or athletic ability but may limit admission within a given age group or grade level and may implement a weighted lottery for historically underserved students. Historically underserved students are at risk because of any combination of two or more factors including their race, ethnicity, English language proficiency, socioeconomic status, gender, sexual orientation, disability and geographic location.

(12) Transportation of students:

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- (a) Public charter school law requires the following:

- (i) The public charter school shall be responsible for providing transportation for its students and may negotiate with the district for the provision of transportation services;
- (ii) The district shall provide transportation for public charter school students pursuant to ORS 327.043. Resident public charter school students will be transported under the same conditions as students attending private or parochial schools located along or near established district bus routes. The district shall not be required to add or extend existing bus routes;
- (iii) Public charter school students who reside outside the district may use existing bus routes and transportation services of the district in which the public charter school is located;
- (iv) Any transportation costs incurred by the district shall be considered approved transportation costs.

(13) The plan for performance bonding or insuring the public charter school sufficient to protect the district. Documentation shall be submitted prior to agreement approval.

(a) Insurance¹:

(i) Commercial General Liability Insurance in an amount of not less than \$1,000,000 combined single limit per occurrence/\$3,000,000 annual aggregate covering the public charter school, the governing board, employees and volunteers against liability for damages because of personal injury, bodily injury, death or damage to property including the loss of use thereof. Coverage to include, but not limited to, contractual liability, advertisers' liability, employee benefits liability, professional liability and teachers' liability;

(ii) Liability Insurance for Directors and Officers in an amount not less than \$1,000,000 each loss/\$3,000,000 annual aggregate covering the public charter school, the governing board, employees and volunteers against liability arising out of wrongful acts and employment practices. Continuous "claims made" coverage will be acceptable, provided the retroactive date is on the effective date of the charter;

(iii) Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit covering the public charter school, the governing board, employees and volunteers against liability for damages because of bodily injury, death or damage to property, including the loss of use thereof arising out of the ownership, operation, maintenance or use of any automobile. The policy will include underinsured and uninsured motorist vehicle coverage at the limits equal to bodily injury limits;

(iv) Workers' Compensation Insurance shall also be maintained pursuant to Oregon laws (ORS Chapter 656). Employers' liability insurance with limits of \$100,000 each accident, \$100,000 disease each employee and \$500,000 each policy limit;

(v) Honesty Bond to cover all employees and volunteers. Limits to be determined by the governing board, but no less than \$25,000. Coverage shall include faithful performance and loss of moneys and securities;

(vi) Property Insurance shall be required on all owned or leased buildings or equipment. The insurance shall be written to cover the full replacement cost of the building and/or equipment on an "all risk of direct physical loss basis," including earthquake and flood perils.

(b) Additional requirements:

(i) The district shall be an additional insured on commercial general and automobile liability insurance. The policies shall provide for a 90-day written notice of cancellation or material change. A certificate evidencing all of the above insurance shall be furnished to the district;

(ii) The public charter school shall also hold harmless and defend the district from any and all liability, injury, damages, fees or claims arising out of the operations of the public charter school operations or activities;

(iii) The district shall be loss payee on the property insurance if the public charter school leases any real or personal district property;

¹ Insurance requirements for individual public charter schools may vary and should be reviewed by legal counsel and an insurance representative.

- (iv) The coverage provided and the insurance carriers must be acceptable to the district.

e. If the district and the public charter school enter a cooperative agreement with other school districts for the purpose of forming a partnership to provide educational services, then the agreement must be incorporated into the charter of the public charter school.

f. In addition to any other terms required to be in the charter agreement, a virtual public charter school must have in the charter of the school, a requirement that the school:

- (1) Monitor and track student progress and attendance; and
- (2) Provide student assessments in a manner that ensures that an individual student is being assessed and that the assessment is valid.

5. Public Charter School Operation

a. The public charter school shall operate at all times in accordance with the public charter school law, the terms of the approved proposal and the charter agreement.

b. Statutes and rules that apply to the district shall not apply to the public charter school except the following, as required by law, shall apply:

- (1) Federal law, including applicable provisions of the ESSA;
- (2) Public Records Law (ORS 192.311 to 192.478);
- (3) Public Meetings Law (ORS 192.610 to 192.690);
- (4) Public Contracting Code (ORS Chapters 279A, 279B and 279C);
- (5) Student records (ORS 326.565, 326.575 and 326.580);
- (6) Municipal Audit Law (ORS 297.405 to 297.555 and 297.990);
- (7) Criminal records check (ORS 181A.195, 326.603, 326.607 and 342.223);
- (8) Textbooks (ORS 337.150);
- (9) Considerations for educational services (ORS 339.119);
- (10) Use of personal electronic devices (ORS 336.840);
- (11) Tuition and fees (ORS 339.141, 339.147 and 339.155);
- (12) Core teaching standards (ORS 342.856);
- (13) Discrimination (ORS 659.850, 659.855 and 659.860);
- (14) Tort claims (ORS 30.260 to 30.300);
- (15) Employment Department Law (ORS Chapter 657);
- (16) Health and safety statutes and rules;
- (17) Any statute or rule listed in the charter;
- (18) The statewide assessment system developed by the Oregon Department of Education (ODE) for Mathematics, Science and English under ORS 329.485(2);
- (19) The academic content standards and instruction (ORS 329.045);
- (20) Physical education (ORS 329.496);
- (21) Any statute or rule that establishes requirements for instructional time;
- (22) Prohibition of infliction of corporal punishment (ORS 339.250(9));
- (23) Notice concerning students subject to juvenile court petitions (ORS 339.326);
- (24) Reporting of suspected abuse of a child and suspected sexual conduct, and training on prevention and identification of abuse and sexual conduct (ORS 339.370, 339.372, 339.388 and 339.400);
- (25) Diploma, modified diploma, extended diploma and alternative certificate standards (ORS 329.451);

- (26) Statutes and rules that expressly apply to public charter schools;
- (27) Statutes and rules that apply to special government body ORS 174.117, or public body ORS 174.109;
- (28) ORS Chapter 338.

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- c. The public charter school may employ as a teacher or administrator a person who is not licensed by the TSPC; however, at least one-half of the total full-time equivalent teaching and administrative staff at the public charter school shall be licensed by the commission, pursuant to ORS 342.136, 342.138 or 342.140.
- d. A board member of the school district in which the public charter school is located may not serve as a voting member of the public charter school's board, yet may serve in an advisory capacity.
- e. The public charter school shall participate in the PERS.
- f. The public charter school shall not violate the Establishment Clause of the First Amendment to the United States Constitution or Section 5, Article I of the Oregon Constitution, or be religion based.
- g. The public charter school shall maintain an active enrollment of at least 25 students, unless the public charter school is providing educational services under a cooperative agreement entered into for the purpose of forming a partnership to provide educational services.
- h. The public charter school may sue or be sued as a separate legal entity.
- i. The public charter school may enter into contracts and may lease facilities and services from the district, education service district, state institution of higher education, other governmental unit or any person or legal entity.
- j. The public charter school may not levy taxes or issue bonds under which the public incurs liability.
- k. The public charter school may receive and accept gifts, grants and donations from any source for expenditure to carry out the lawful functions of the school.
- l. The district shall offer a high school diploma, modified diploma, extended diploma, alternative certificate to any public charter school student located in the district who meets the district's and state's standards for a high school diploma, modified diploma, extended diploma, alternative certificate.
- m. A high school diploma, modified diploma, extended diploma, alternative certificate issued by a public charter school shall grant to the holder the same rights and privileges as a high school diploma, modified diploma, extended diploma, alternative certificate issued by a nonchartered public school.
- n. Upon application by the public charter school, the State Board of Education may grant a waiver of certain public charter school law provisions if the waiver promotes the development of programs by providers, enhances the equitable access by underserved families to the public education of their choice, extends the equitable access to public support by all students or permits high quality programs of unusual cost. This waiver request must specify the reasons the public charter school is seeking the waiver and further requires the public charter school to notify the sponsor if a waiver is being considered.

6. Virtual Public Charter School Operation

- a. In addition to the other requirements for a public charter school, a virtual public charter school must have:

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- (1) A plan for academic achievement that addresses how the school will improve student learning and meet academic content standards required by ORS 329.045;
- (2) Performance criteria the school will use to measure the progress of the school in meeting the academic performance goals set by the school for its first five years of operation;
- (3) A plan for implementing the proposed education program of the school by directly and significantly involving parents and guardians of students enrolled in the school and involving the professional employees of the school;
- (4) A budget, business plan and governance plan for the operation of the school;
- (5) An agreement that the school will operate using an interactive, Internet-based technology platform that monitors and tracks student progress and attendance in conjunction with performing other student assessment functions;
- (6) A plan that ensures:
 - (a) All superintendents, assistant superintendents and principals of the schools are licensed by the TSPC to administrate; and
 - (b) Teachers who are licensed to teach by the TSPC, teach at least 95 percent of the school's instructional hours.
- (7) A plan for maintaining student records and school records, including financial records, at a designated central office of operations;
- (8) A plan to provide equitable access to the education program of the school by ensuring that each student enrolled in the school:
 - (a) Has access to and use of a computer and printer equipment as needed;
 - (b) Is offered an Internet service cost reimbursement arrangement under which the school reimburses the parent or guardian of the student, at a rate set by the school, for the costs of obtaining Internet service at the minimum connection speed required to effectively access the education program provided by the school; or
 - (c) Has access to and use of computer and printer equipment and is offered Internet service cost reimbursement.
- (9) A plan to provide access to a computer and printer equipment and the Internet service cost reimbursement as described in (8) above by students enrolled in the school who are from families that qualify as low-income under Title I of the ESSA;
- (10) A plan to conduct school-sponsored optional educational events at least six times each school year at locations selected to provide convenient access to all students in the school who want to participate;
- (11) A plan to conduct biweekly meetings between teachers and students enrolled in the school, either in person or through the use of conference calls or other technology;
- (12) A plan to provide opportunities for face-to-face meetings between teachers and students enrolled in the school at least six times each school year;
- (13) A plan to provide written notice to both the sponsoring district and the district in which the student resides upon enrollment or withdrawal for a reason other than graduation from high school:
 - (a) If notice is provided due to enrollment, then the notice must include the student's name, age, address and school at which the student was formerly enrolled;
 - (b) If notice is provided due to withdrawal for a reason other than graduation from high school, then notice must include the student's name, age, address, reason for

withdrawal (if applicable) and the name of the school in which the student intends to enroll (if known).

- D** (14) An agreement to provide a student's education records to the student's resident school district or to the sponsor upon request of the resident school district or sponsor.
- b. The sponsor of a virtual public charter school or a member of the public may request access to any of the documents described in a. above.
 - c. If a virtual public charter school or the sponsor of a virtual public charter school contracts with a for-profit entity to provide educational services through the virtual public charter school, the for-profit entity may not be the employer of any employees of the virtual public charter school.
 - d. The following limitations apply:
 - (1) School board members of the virtual public charter school's sponsoring district may not be:
 - (a) An employee of the virtual public charter school;
 - (b) A member of the governing body of the virtual public charter school;
 - (c) An employee or other representative of any third-party entity with which the virtual public charter school has entered into a contract to provide educational services.
 - (2) Members of the governing body of the virtual public charter school may not be an employee of a third-party entity with which the virtual public charter school intends to enter or has entered into a contract to provide educational services;
 - (3) If a third-party entity contracts with a virtual public charter school to provide educational services to the school, then:
 - (a) No third-party entity's employee or governing board member may attend an executive session of the sponsoring district's school board;
 - (b) No virtual public charter school employee may promote the sale or benefits of private supplemental services or classes offered by the third-party entity;
 - (c) The educational services must be consistent with state standards and requirements;
 - (d) The virtual public charter school must have on file the third-party entity's budget for the provision of educational services, including itemization of:
 - (i) The salaries of supervisory and management personnel and consultants who are providing educational or related services for a virtual public charter school in this state; and
 - (ii) The annual operating expenses and profit margin of the third-party entity for providing educational services to a virtual public charter school in this state.

7. Charter Agreement Review

- a. The public charter school shall report at least annually on the performance of the school and its students to the State Board of Education and the district.
- b. The Board or designee shall visit the public charter school at least annually to assure compliance with the terms and provisions of the charter.

- c. The public charter school shall be audited annually in accordance with the Municipal Audit Law. After the audit, the public charter school shall forward a copy of the audit to ODE and the following to the sponsoring district:

- (1) A copy of the annual audit;
- (2) Any statements from the public charter school that show the results of operations and transactions affecting the financial status of the charter school during the preceding annual audit period for the school; and
- (3) Any balance sheet containing a summary of the assets and liabilities of the public charter school and related operating budget documents as of the closing date of the preceding annual audit period for the school.

- d. The sponsoring district may request at any time an acknowledgment from each member of the public charter school governing body that the member understands the standards of conduct and liabilities of a director of a nonprofit organization.

- e. The public charter school shall submit to the Board quarterly financial statements that reflect the school's financial operations. The report shall include, but not be limited to, revenues, expenditures, loans and investments.

8. Charter School Renewal

- a. The first renewal of a charter shall be for the same time period as the initial charter. Subsequent renewals of a charter shall be for a minimum of five years but may not exceed 10 years.

- b. The Board and the public charter school shall follow the timeline listed below, unless a different timeline has been agreed upon by the Board and the public charter school:

- (1) The public charter school shall submit a written renewal request to the Board for consideration at least 180 days prior to the expiration of the charter;
- (2) Within 45 days after receiving a written renewal request from a public charter school, the Board shall hold a public hearing regarding the renewal request;
- (3) Within 30 days after the public hearing, the Board shall approve the charter renewal or state in writing the reasons for denying charter renewal;
- (4) If the Board approves the charter renewal, the Board and the public charter school shall negotiate a new charter within 90 days unless the Board and the public charter school agree to an extension of the time period. Notwithstanding the time period specified in the charter, an expiring charter shall remain in effect until a new charter is negotiated;
- (5) If the Board does not renew the charter, the public charter school may address the reasons stated for denial of the renewal and any remedial measures suggested by the Board and submit a revised request for renewal to the Board;
- (6) If the Board does not renew the charter based on the revised request for renewal or the parties do not negotiate a charter contract within the timeline established in this policy, the public charter school may appeal the Board's decision to the State Board of Education for a review of whether the Board used the process required by Oregon law in denying the charter renewal.

- (a) If the State Board of Education finds that the Board used the appropriate process in denying the request for renewal, it shall affirm the decision of the Board. A public charter may seek judicial review of this order.

- (b) If the State Board of Education finds that the Board did not use the appropriate process in denying the request for renewal, it shall order the Board to reconsider the request for renewal. If after reconsideration the Board does not renew the charter, the public charter school may seek judicial review of the Board's decision.

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- (7) The Board shall base the charter renewal decision on a good faith evaluation of whether the public charter school:
 - (a) Is in compliance with all applicable state and federal laws;
 - (b) Is in compliance with the charter of the public charter school;
 - (c) Is meeting or working toward meeting the student performance goals and agreements specified in the charter or any other written agreements between the Board and the public charter school;
 - (d) Is fiscally stable and used the sound financial management system described in the proposal submitted under ORS 338.045 and incorporated into the written charter agreement; and
 - (e) Is in compliance with any renewal criteria specified in the charter of the public charter school.
- (8) The Board shall base the renewal evaluation described above primarily on a review of the public charter school's annual performance reports, annual audit of accounts and annual site visit and review and any other information mutually agreed upon by the public charter school and the Board;
- (9) For purposes of this section, the phrase "good faith evaluation" means an evaluation of all criteria required by this section resulting in a conclusion that a reasonable person would come to who is informed of the law and the facts before that person.

9. Charter School Termination

- a. The public charter school may be terminated by the Board for any of the following reasons:
 - (1) Failure to meet the terms of an approved charter agreement or any requirement of ORS Chapter 338 unless waived by the State Board of Education;
 - (2) Failure to meet the requirements for student performance as outlined in the charter agreement;
 - (3) Failure to correct a violation of federal or state law;
 - (4) Failure to maintain insurance;
 - (5) Failure to maintain financial stability;
 - (6) Failure to maintain, for two or more consecutive years, a sound financial management system described in the proposal submitted under ORS 338.045 and incorporated into the written charter under ORS 338.065;
 - (7) Failure to maintain the health and safety of the students.
- b. If a charter school is terminated by the Board for any reason listed in sections a. (1) through a. (7) above, the following shall occur:
 - (1) The district shall give the public charter school a 60-day written notification of its decision;
 - (2) If the grounds for termination include failure to maintain financial stability or failure to maintain a sound financial management system, the sponsor and the public charter

school may agree to develop a plan to correct deficiencies. The plan to correct deficiencies will follow the process as per ORS 338.105;

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- (3) The district shall state the grounds for termination and deliver notification to the business office of the public charter school;
 - (4) The public charter school may request a hearing by the district. The request must be made in writing and delivered to the business address of the sponsor;
 - (5) Within 30 days of receiving the request for a hearing, the sponsor must provide the public charter school with the opportunity for a hearing on the proposed termination;
 - (6) The public charter school may appeal the decision to terminate to the State Board of Education;
 - (7) If the public charter school appeals the decision to terminate to the State Board of Education, the public charter school will remain open until the State Board issues its final order;
 - (8) If the State Board's final order upholds the decision to terminate and at least 60 days have passed since the notice of intent to terminate was received by the public charter school, the district's sponsorship of the public charter school will terminate;
 - (9) The final order of the State Board may be appealed under the provision of ORS 183.484;
 - (10) Throughout the ORS 183.484 judicial appeals process the public charter school shall remain closed;
 - (11) If terminated or dissolved, assets of the public charter school purchased by the public charter school with public funds, shall be given to the State Board of Education.

c. If the public charter school is terminated by the Board for any reason related to student health or safety as provided in section a. (7) above, the following shall occur:

- (1) If the district reasonably believes that a public charter school is endangering the health or safety of the students enrolled in the public charter school, the district may act to immediately terminate the approved charter and close the public charter school without providing the notice required in section b. (1) above;
- (2) A public charter school closed due to health or safety concerns may request a hearing by the sponsor. Such a request must be made in writing and delivered to the business address of the district;
- (3) Within 10 days of receiving the request for a hearing, the district must provide the public charter school with the opportunity for a hearing on the termination;
- (4) If the district acts to terminate the charter following the hearing, the public charter school may appeal the decision to the State Board of Education;
- (5) The State Board will hold a hearing on the appeal within 10 days of receiving the request;
- (6) The public charter school will remain closed during the appeal process unless the State Board orders the district not to terminate and to re-open the public charter school; and
- (7) The final order of the State Board may be appealed under the provisions of ORS 183.484.

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d. If the public charter school is terminated, closed or dissolved by the governing body of the public charter school, it shall be done only at the end of a semester and with 180 days' notice to the district, unless the health and safety of the students are in jeopardy. Such notice must be made in writing and be delivered to the business address of the sponsor.

Assets of a terminated, closed or dissolved public charter school that were obtained with grant funds will be dispersed according to the terms of the grant. If the grant is absent any reference to ownership or distribution of assets of a terminated, closed or dissolved public charter school, all assets will be given to the State Board of Education for disposal.

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10. District Immunity

The district, members of the Board and employees of the district are immune from civil liability with respect to the public charter school's activities.

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Hermiston School District 8R

Code: LBE-AR

Revised/Reviewed:

Public Charter Schools

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 as described in Oregon Administrative Rule (OAR) 581-026-0300.
- 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 or Board.

2. Proposal Process

- a. An applicant will issue a written statement of its intent to submit a proposal not less than 30 days prior to the submission date outlined below.
- b. An applicant shall submit a complete proposal for sponsorship of a public charter school by the Board, including items outlined in ORS 338.045, and any additional requirements as are required in the Board’s application for sponsorship, to the district office no less than 180 days prior to the proposed starting date of the proposed public charter school. The applicant shall also submit a copy of the same proposal to the State Board of Education.
- c. The district will complete the review process as outlined in Section 3 below.
- d. As part of the proposal, each member of the proposed public charter school’s governing body must provide an acknowledgment of understanding of the standards of conduct and the liabilities of a director of a nonprofit organization, as described in ORS Chapter 65, if the public charter school is organized as required by ORS 338.035(2)(a)(B) and (C).

3. Proposal Review Process

- a. Within 30 business days of receipt of a proposal, the district will notify the applicant as to the completeness of the proposal.
 - (1) If the Board determines the proposal is incomplete, the district will identify the specific elements of the proposal that are not complete and provide the applicant with a reasonable opportunity, as determined by the Board, to complete the proposal.

- (2) If after given a reasonable opportunity the applicant does not complete the required elements, the Board may disapprove¹ the proposal.
 - (3) An applicant, that has had a proposal disapproved pursuant to section (2) may appeal the Board's decision to the State Board of Education within 30 days of the disapproval.
 - (4) A good faith disapproval is not a denial for purposes of requesting a review by the State Board of Education under ORS 338.075.
- b. Within 60 days after the receipt of a completed proposal, or a final order issued by the Superintendent of Public Instruction remanding the proposal to the Board for consideration following a decision on an appeal, the Board shall hold a public hearing on the provisions of the public charter school proposal.
- c. The Board must evaluate a proposal in good faith using the following criteria:
- (1) The demonstrated sustainable support for the proposed charter school by teachers, parents, students and other community members, including comments received at the public hearing;
 - (2) The demonstrated financial stability of the proposed public charter school including the demonstrated ability of the school to have a sound financial management system that is in place at the time the school begins operating and meets requirements of ORS 338.095(1);
 - (3) The capability of the applicant, in terms of support and planning, to provide comprehensive instructional programs;
 - (4) The capability of the applicant, in terms of support and planning, to provide comprehensive instructional programs to students identified as academically low achieving;
 - (5) The adequacy of the information provided as required in the proposal criteria;
 - (6) Whether the value of the public charter school is outweighed by any directly identifiable, significant and adverse impact² on the quality of the public education of students residing in the district in which the public charter school will be located.
 - (7) Whether there are arrangements for any necessary special education and related services for students with disabilities;
 - (8) Whether there are alternative arrangements for students, teachers and other school employees who choose not to attend or who choose not to be employed by the public charter school; and
 - (9) The prior history, if any, of the applicant in operating a public charter school or in providing educational services.
- d. The Board must either approve or deny the proposal within 30 days of the public hearing. Written notice of the Board's action shall be sent to the applicant by the district.
- (1) If approved, the applicant shall also submit a copy of the approval to the State Board of Education.
 - (2) If denied, the notice must include the reasons for the denial with suggested remedial measures. The Board shall provide a reasonable opportunity for the applicant to amend

¹ The term "disapprove" is used for a proposal that is rejected due to being incomplete. See ORS 338.055(1)(c).

² A determination of whether an impact is directly identifiable, significant and adverse may include, but is not limited to student enrollment, student-teacher ratios, staff with requisite licensure or endorsement, student learning and performance, specialty programs, financial considerations, and maintenance capabilities.

and resubmit the proposal. The Board must either approve or deny the resubmitted proposal within 30 days of receipt. The Board may, with good cause, request an extension in the approval process timelines from the State Board of Education.

- e. If the Board denies the resubmitted proposal, the process ends. An applicant whose resubmitted proposal is not approved by the Board may request a review of that decision to the State Board of Education within 30 days of the disapproval.

4. Terms of the Charter Agreement

- a. Upon the approval of a proposal by the Board, the applicant, in cooperation with the district, must prepare and execute a written charter agreement, subject to Board approval, which shall act as the legal authorization for the establishment of the public charter school.
- b. The charter agreement shall be legally binding and must be in effect for a period of not more than five years but may be renewed by the Board.
- c. The Board and the public charter school may amend a charter agreement through joint agreement.
- d. The agreement shall incorporate the elements of the approved proposal, will address the requirements outlined in OAR 581-026-0100(2) and any additional requirements that may apply to the public charter school including, but not limited to, the following:
 - (1) Pregnant and parenting students (ORS 336.640);
 - (2) English language learners (ORS 336.079);
 - (3) Student conduct (ORS 339.250);
 - (4) Alcohol and drug abuse policy and plan (ORS 336.222);
 - (5) Oregon Report Card (ORS 329.115);
 - (6) Employment status of public charter school employees pursuant to ORS 338.135;
 - (7) Student enrollment, application procedures and whether the public charter school will admit nonresident students and on what basis pursuant to ORS 338.125.³
 - (8) Transportation of students shall comply with ORS 338.145;
 - (9) The plan for performance bonding or insuring the public charter school sufficient to protect the public charter school and the district from loss and liability and comply with Oregon law. Documentation shall be submitted prior to agreement approval.
- e. If the district and the public charter school enter a cooperative agreement with other school districts for the purpose of forming a partnership to provide educational services, then the agreement must be incorporated into the charter of the public charter school.

5. Public Charter School Operation

- a. The public charter school shall operate at all times in accordance with the laws and rules governing public charter school operation in the state of Oregon, including but not limited to ORS Chapter 338 and applicable OAR Chapter 581 Division 22, and the charter agreement.

³ Student enrollment shall be voluntary. A public charter school may not limit student enrollment based on ethnicity, national origin, race, religion, disability, sex, sexual orientation³, income level, the terms of an individualized education program, proficiency in the English language or athletic ability but may limit admission within a given age group or grade level, and may implement an equitable lottery if applications for enrollment exceed the capacity of a program, class, grade level or building pursuant to ORS 338.125.

- b. Upon application by the public charter school, the State Board of Education may grant a waiver of certain public charter school law provisions if the waiver promotes the development of programs by providers, enhances the equitable access by underserved families to the public education of their choice, extends the equitable access to public support by all students or permits high quality programs of unusual cost. This waiver request must specify the reasons the public charter school is seeking the waiver and further requires the public charter school to notify the sponsor if a waiver is being considered.

6. Virtual Public Charter School Operation

In addition to the other requirements for a public charter school, a virtual public charter school must comply with additional requirements pursuant to ORS 338.120.

7. Charter Agreement Review

- a. The public charter school shall report at least annually on the performance of the school and its students to ODE and the district.
- b. The public charter school shall be audited annually in accordance with the Municipal Audit Law. After the audit, the public charter school shall forward a copy of the annual audit to ODE and the following to the sponsoring district:
 - (1) A copy of the annual audit;
 - (2) Any statements from the public charter school that show the results of operations and transactions affecting the financial status of the public charter school during the preceding annual audit period for the school; and
 - (3) A balance sheet containing a summary of the assets and liabilities of the public charter school as of the closing date of the preceding annual audit period for the school.
- c. The district may request at any time an acknowledgment from each member of the public charter school board that the member understands the standards of conduct and liabilities of a director of a nonprofit organization, as those standards and liabilities are described in ORS Chapter 65.
- d. The public charter school shall submit to the district [quarterly] financial statements that reflect the school's financial operations. The report shall include, but not be limited to, revenues, expenditures, loans and investments.

8. Authorizing Duties

- a. The district shall designate a liaison to the public charter school for ease of communication between the district and the public charter school.
- b. The district shall ensure at all times that both the public charter school and the district are in compliance with the charter agreement, as per ORS 338.065(2).
- c. The district shall conduct:
 - (1) A comprehensive annual visit to the public charter school and written evaluation of the charter school's program, which should include an audit of the public charter school's academic, financial, and operational performance.
 - (2) A review of public charter school staff credentials to ensure that public charter school staff are properly licensed and/or registered with TSPC.
 - (3) A collection and review of all deliverables specified in the agreement.

- (4) A review of data to ensure the public charter school is making progress on reasonable, measurable written goals for academic, financial, and operational performance.
- (5) A review to ensure the public charter school is providing appropriate services to students who qualify, e.g., English learner supports.

9. Complaints Heard by the Charter School Board

A final decision reached by the public charter school board for a complaint that alleges a violation of ORS 339.285 - 339.303 or OAR 581-021-0550 - OAR 581-021-0570 (Restraint or Seclusion), ORS 659.850 (Discrimination), ORS 659.852 (Retaliation), or applicable OAR Chapter 581, Division 22 (Division 22 Standards), may be appealed to the Board of the Hermiston School District⁴. The complainant may file such appeal with the Board chair of the Hermiston School District. A final decision reached by the Board of the Hermiston School District will be the district's final decision and may be appealed to the Oregon Department of Education under OAR 581-002-0003 - 581-002-0005.

10. Charter School Renewal

- a. The first renewal of a charter agreement shall be for the same time period as the initial charter. Subsequent renewals of a charter agreement shall be for a minimum of five years but may not exceed 10 years.
- b. The Board and the public charter school shall follow the timeline listed below, unless a different timeline has been agreed upon by the Board and the public charter school:
 - (1) The public charter school board shall submit a written renewal request to the Board for consideration at least 180 days prior to the expiration of the charter agreement;
 - (2) Within 45 days after receiving a written renewal request from a public charter school, the Board shall hold a public hearing regarding the renewal request;
 - (3) Within 30 days after the public hearing, the Board shall approve the charter renewal or state in writing the reasons for denying charter renewal;
 - (4) If the Board approves the charter renewal, the district and the public charter school shall negotiate a new charter agreement within 90 days unless the district and the public charter school agree to an extension of the time period. Notwithstanding the time period specified in the charter agreement, an expiring charter agreement shall remain in effect until a new charter agreement is negotiated;
 - (5) If the Board does not renew the charter agreement, the public charter school board may address the reasons stated for denial of the renewal and any remedial measures suggested by the district and submit a revised request for renewal to the Board;
 - (6) If the Board does not renew the charter agreement based on the revised request for renewal the public charter school may appeal the Board's decision to the State Board of Education for a review of whether the Board used the process required by Oregon law in denying the charter agreement renewal pursuant to ORS 338.065(6).
 - (7) The Board shall base the charter agreement renewal decision on a good faith evaluation pursuant to ORS 338.065(8) and shall base the renewal evaluation described primarily on a review of the public charter school's annual performance reports, annual audit of

⁴ The district Board will hear this appeal as established through Board policy.

accounts and annual site visit and review as required by ORS 338.095 and any other information mutually agreed upon by the public charter school board and the Board.

For purposes of this section, the phrase “good faith evaluation” means an evaluation of all criteria required by ORS 338.065 resulting in a conclusion that a reasonable person would come to who is informed of the law and the facts before that person.

11. Charter School Termination

- a. The public charter school may be terminated by the Board for any of the following reasons:
 - (1) Failure to meet the terms of an approved charter agreement or any requirement of ORS Chapter 338 unless waived by the State Board of Education.
 - (2) Failure to meet the requirements for student performance as outlined in the charter agreement.
 - (3) Failure to correct a violation of federal or state law that is described in ORS 338.115.
 - (4) Failure to maintain insurance as described in the charter.
 - (5) Failure to maintain financial stability.
 - (6) Failure to maintain, for one or more consecutive years, a sound financial management system described in the proposal submitted under ORS 338.045 and incorporated into the written charter under ORS 338.065.
 - (7) Failure to maintain the health and safety of the students.
- b. If a public charter school is terminated by the Board for any reason listed in sections a.(1) through a.(6) above, the following shall occur:
 - (1) The Board shall give the public charter school board, at least 60 days prior to the proposed effective date of termination, written notification of its decision which shall state the grounds for termination.
 - (2) If the grounds for termination include failure to maintain financial stability or failure to maintain a sound financial management system, the Board and the public charter school may agree to develop a plan to correct deficiencies. The plan to correct deficiencies will follow a process outlined in ORS 338.105.
 - (3) The public charter school may request a hearing with the Board in relation to a termination or a plan to correct deficiencies. The request must be made in writing and delivered to the business address of the district.
 - (4) Following a hearing, a decision reached by the Board to terminate may be appealed by the public charter school to the State Board of Education.
- c. The Board may terminate a charter immediately and close the public charter school for endangering the health or safety of the students enrolled in the public charter school under ORS 338.105(4):
 - (1) A public charter school board may request, in writing and delivered to the business address of the district, a hearing with the Board.
 - (2) Within 10 days of receiving the request for a hearing, the Board must hold a hearing on the termination.
 - (3) If the Board acts to terminate the charter following the hearing, the public charter school may appeal the decision reached by the Board to the State Board of Education.

- (4) The public charter school will remain closed during the appeal process at the discretion of the Board unless the State Board of Education orders the Board not to terminate and to re-open the public charter school.
- d. If the charter agreement is terminated or a public charter school is closed or dissolved by the governing body of the public charter school, it shall be done only at the end of a semester and the public charter school board shall notify the district at least 180 days' prior to the proposed effective date of the termination, closure or dissolution. Such notice must be made in writing and be delivered to the business address of the district.
- e. If a charter agreement is terminated or a public charter school is dissolved, assets that were obtained with grant funds will be dispersed according to the terms of the grant. If the grant is absent any reference to ownership or distribution of assets of a terminated, closed or dissolved public charter school, all assets will be given to the State Board of Education for disposal.

Hermiston School District 8R

Code: **LBEA**
Adopted: 5/11/15
Revised/Readopted: 7/24/17

Resident Student Denial for Virtual Public Charter School Attendance**

The district will annually, by October 1, calculate the percentage of the number of students residing in the district, who are enrolled in a virtual public charter school not sponsored by the district. When the established percentage is more than three percent, the district will not approve additional students enrollment to a virtual public charter school, subject to the requirements in Oregon Administrative Rule (OAR) 581-026-0305 (2).

The district may send a notice of approval or disapproval to a parent¹ of a student who has sent a notice to the district of intent to enroll the student in a virtual public charter school not sponsored by the district (See OAR 581-026-0305 (3)). The district may respond with an approval or disapproval to a parent within eight business days of receipt of the notice from the parent.

The district is only required to use data that is reasonably available to the district, including but not limited to the following for such calculation:

1. The number of students residing in the district enrolled in the schools within the district;
2. The number of students residing in the district enrolled in public charter schools located in the district;
3. The number of students residing in the district enrolled in virtual public charter schools;
4. The number of home-schooled students who reside in the district and who have registered with the educational service district; and
5. The number of students who reside in the district enrolled in private schools located within the school district.

A parent may appeal a decision of a district to not approve a student enrollment to a virtual public charter school to the State Board of Education under OAR 581-026-0310.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)
[ORS 338.125](#)

[OAR 581-026-0305](#)
[OAR 581-026-0310](#)

¹ "Parent" means parent, legal guardian or person in "parental relationship" as defined in Oregon Revised Statute (ORS) 339.133.

Board Members

Mon Jan 11, 2021

6:30pm - 8pm Board Business Meeting

Calendar: Board Members
Created by: Briana Cortaberria

Tue Jan 12, 2021

8am - 8:30am KOHU Odds & Ends Show

Where: KOHU
Calendar: Board Members
Created by: Briana Cortaberria
Who: Tricia Mooney

Wed Jan 13, 2021

8am - 9am Board Debrief Meeting

Where: DO Supt's CR
Calendar: Board Members
Created by: Briana Cortaberria

Mon Jan 18, 2021

All day MLK Holiday - No School

Mon Jan 18, 2021
Calendar: Board Members
Created by: Briana Cortaberria

Wed Jan 20, 2021

4pm - 4:45pm Ed Council Meeting

Where: DO Boardroom or Zoom
Calendar: Board Members
Created by: Briana Cortaberria

Thu Jan 21, 2021

7am - 8am HAT Morning Meeting

Where: DO Boardroom
Calendar: Board Members
Created by: Briana Cortaberria

Mon Jan 25, 2021

6:30pm - 8pm Board Special Meeting

Calendar: Board Members
Created by: Briana Cortaberria

Wed Jan 27, 2021

8:30am - 9:30am Finance Committee Meeting

Where: Superintendent's Conference Room
Calendar: Board Members
Created by: Briana Cortaberria

Thu Jan 28, 2021

All day End of 1st Semester

Thu Jan 28, 2021
Calendar: Board Members
Created by: Briana Cortaberria

Fri Jan 29, 2021

All day Transition Day - Non Student Day

Fri Jan 29, 2021
Calendar: Board Members
Created by: Briana Cortaberria

Board Members

Wed Feb 3, 2021

8am - 9am Board Meeting Agenda Review

Calendar: Board Members
Created by: Briana Cortaberria

Mon Feb 8, 2021

6:30pm - 8pm Board Business Meeting

Calendar: Board Members
Created by: Briana Cortaberria

Tue Feb 9, 2021

8am - 8:30am KOHU Odds & Ends Show

Where: KOHU
Calendar: Board Members
Created by: Briana Cortaberria
Who: Tricia Mooney

Wed Feb 10, 2021

8am - 9am Board Debrief Meeting

Where: DO Supt's CR
Calendar: Board Members
Created by: Briana Cortaberria

Fri Feb 12, 2021

All day Staff In-Service Day

Fri Feb 12, 2021
Calendar: Board Members
Created by: Briana Cortaberria

Mon Feb 15, 2021

All day Presidents' Day

Mon Feb 15, 2021
Where: United States
Calendar: Board Members
Created by: Briana Cortaberria

Thu Feb 18, 2021

7am - 8am HAT Morning Meeting

Where: DO Boardroom
Calendar: Board Members
Created by: Briana Cortaberria

Mon Feb 22, 2021

6:30pm - 8pm Board Special Meeting

Calendar: Board Members
Created by: Briana Cortaberria

Wed Feb 24, 2021

8:30am - 9:30am Finance Committee Meeting

Where: Superintendent's Conference Room
Calendar: Board Members
Created by: Briana Cortaberria

Sun	Mon	Tue	Wed	Thu	Fri	Sat
3	4	5	6 ● 8am - Board Meeting Agenda 6pm - Bond Oversight	7	8	9
10	11 ● 6:30pm - Board Business	12 ● 8am - KOHU Odds & Ends	13 ● 8am - Board Debrief Meeting	14	15	16
17	18 ● MLK Holiday - No School	19	20 ● 4pm - Ed Council Meeting @	21 ● 7am - HAT Morning Meeting @	22	23
24	25 ● 6:30pm - Board Special	26	27 ● 8:30am - Finance Committee	28 ● End of 1st Semester	29 ● Transition Day - Non Student	30
31	1	2	3 ● 8am - Board Meeting Agenda	4	5	6

Sun	Mon	Tue	Wed	Thu	Fri	Sat
31	1	2	3 ● 8am - Board Meeting Agenda	4	5	6
7	8 ● 6:30pm - Board Business	9 ● 8am - KOHU Odds & Ends	10 ● 8am - Board Debrief Meeting	11	12 ● Staff In-Service Day	13
14	15 ● Presidents' Day @ United	16	17	18 ● 7am - HAT Morning Meeting @	19	20
21	22 ● 6:30pm - Board Special	23	24 ● 8:30am - Finance Committee	25	26	27
28	1	2	3 ● 8am - Board Meeting Agenda	4	5	6

Sun	Mon	Tue	Wed	Thu	Fri	Sat
28	1	2	3 ● 8am - Board Meeting Agenda	4	5	6
7	8 ● 6:30pm - Board Business	9 ● 8am - KOHU Odds & Ends	10 ● 8am - Board Debrief Meeting	11	12	13
14	15	16	17	18 ● 7am - HAT Morning Meeting @	19	20
21	22 ● 6:30pm - Board Special	23	24 ● 8:30am - Finance Committee	25	26 ● Staff In-Service Day	27
28	29 ● Conference Week	30 ● Conference Week	31 ● Conference Week	1 ● Conference Day, No School K-	2 ● Non Student/Non Staff Day	3

**BOARD OF EDUCATION
UMATILLA COUNTY SCHOOL DISTRICT #8R, HERMISTON
HERMISTON, OREGON**

January 11, 2021

7.0 EXECUTIVE SESSION

The board of education will now meet in executive session pursuant to the following Oregon Revised Statute(s):

	Statutory Citation	Subject	Media Permitted?
	ORS 192.660(2)(a)	To consider the employment of a public officer, employee, staff member or individual agent.	Yes
	ORS 192.660(2)(b)	To consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent who does not request an open hearing.	Yes
	ORS 192.660(2)(d)	To conduct deliberations with persons designated by the governing body to carry on labor negotiations.	No
	ORS 192.660(2)(e)	To conduct deliberations with persons designated by the governing body to negotiate real property transactions.	Yes
	ORS 192.660(2)(f)	To consider information or records that are exempt by law from public inspection.	Yes
	ORS 192.660(2)(h)	To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.	No
X	ORS 192.660(2)(i)	To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.	Yes
	ORS 192.660(2)(k)	To consider matters relating to school safety or a plan that responds to safety threats made toward a school.	Yes
	ORS 332.061(1)	To conduct a hearing to expel minor students or to examine confidential medical records	No

The Hermiston School District Board of Education will now meet in executive session pursuant to ORS **(per above)**. Representatives of the news media and designated staff shall be allowed to attend the executive session. All other members of the audience are asked to leave the room. Representatives of the news media are specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session, except for a student expulsion. At the end of the executive session, the board will return to open session and welcome the audience back into the room.

Attorney General's Public Records and Meetings Manual, p. K-9.

Board Policy BDC-AR: Executive Sessions – News Media
<http://policy.osba.org/hermiston/AB/BDC%20R%20G1.PDF>