

# CASCADE SCHOOL DISTRICT #5

## Regular Meeting

**May 10, 2021 - Cascade High School Library  
10226 Marion Rd SE  
Turner, Oregon 97392 at 7:00 PM**

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**Cascade School District #5**  
**Board of Education Regular Meeting Minutes**  
**April 12, 2021**

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The Cascade School District #5, Board of Directors, Marion County, Oregon convened in the Cascade High School Library, 10226 Marion Rd SE, Turner, Oregon 97392 for the regular Board meeting at 5:30p.m. The meeting began with an executive session in accordance with ORS 192.660 (2) (b) (i) to discuss the superintendent evaluation and a complaint in the District Office Board Room. The regular board meeting reconvened in the high school library in-person and via Zoom:

<https://us02web.zoom.us/j/88670638799?pwd=dVVydkV3bDRWaGFScjhPcFd0T1dVZz09>.

**Board Members Present:**

Brett Stegall  
Karen Ramseyer  
David Kuenzi  
Ruth Stevens

**Others Present:**

Darin Drill, Superintendent  
Cheryl Harmon, Board Secretary  
See Guest List

**1. Call to Order - Regular Meeting**

The regular Board meeting was called to order at 5:35p.m.

**2. Executive Session per ORS 192.660 (2)(b)(i)**

The Board adjourned to executive session at 5:38p.m. in the District Office Board Room to discuss the superintendent's evaluation and a complaint. The regular meeting reconvened in the high school auditorium at 7:00p.m.

**3. Return to Open Session**

The regular meeting began with the Pledge of Allegiance. Mr. Stegall read an opening statement regarding board meeting procedures.

**4. Visitor's Guest List**

Mr. Stegall asked everyone to sign in on the guest list.

**5. Approval of Minutes – Feb 22, 2021**

Moved by Mr. Kuenzi seconded by Ms. Stevens to approve the March 8, 2021, regular board meeting minutes. Motion carried (all voted yes).

**6. Prioritize Agenda**

No changes were made to the agenda.

**7. Reports**

A. Superintendent's Report

Mr. Drill stated that we are quickly closing in on a school year unlike any other school year. Next Tuesday we will start with all students everyday. We cannot have a full day because do not have enough space in the cafeteria or buses to stay within the guidelines. We have shortened our day to accommodate this. We will finish the school year on June 22. We are doing our best to make sure the district is safe for students and staff. The district is also working on building a budget for next year. We do not know what funding the legislature is going to give schools for the general fund. We are receiving other pots of money but they are earmarked for specific things. The Board asked about graduation plans and Mr. Thatcher replied that we are still in limbo but they are talking about it.

B. Finance Director's Report

Mr. Pillar stated that the budget is going to be different next year. We have always been heavy on grants and special revenue funds, and this is still true, but it means decreases in the general fund. We filed for an indirect rate, based on overhead relevant to grant management, and this will help us transition money to the general fund by taking a small percentage out of the grants.

C. High School Principal's Report

Mr. Thatcher said our goal is getting all students back in the buildings. We release students at 1:15p.m. Between this time and 3:00p.m. teachers are able to remediate with the students who have fallen through the cracks or need extra help. It may even be possible to start training and tutors in May for our summer enhancement programs.

Ms. Iverson talked about the district participating in a consortium for the Willamette Career Academy, a state of the art training facility. Eleven districts bought into this idea and our buy in is for 24 slots. As of today, we have 26 students interested in the program. The cost is \$4,800 per student and we are able to use High School Success Funds from Measure 98 to help pay for half of the slot costs. The courses are designed for juniors and seniors. Mr. Thatcher introduced Ms. Walisa who just received her administrative degree.

D. Junior High Principal's Report

Mr. Rasmussen highlighted the bullet points on his report regarding clubs. Currently they have eight different clubs available to students. Clubs are approximately 1 ½ hours after school. The junior high staff are excited to have students back. Snacks are available for students daily. Transportation for clubs is not provided yet but it could be possible after all students come back. Promotion options are being looked at.

E. Junior High Assistant Principal's Report

Ms. LeDay stated that this year she has spent less time on discipline and more time as a cheerleader for students and staff. She reviewed all the federal programs and what has been happening in each area.

F. Elementary Principal's Report

Ms. Ganfield addressed the question regarding how we are serving lunch and breakfast. Aumsville is still receiving funds from the Kindergarten Partnership and Innovation (KPI) grant and one of our teachers taught pre-k classes this year and will run a program in August to help younger students to prepare for school in September. Ms. Ganfield explained how PE classes are being handled.

G. Elementary Assistant Principal's Report

Ms. Cromwell focused on what is happening in the classroom. They are building stamina, creating strategies for problem solving, growing the whole person, and incorporating rigorous instruction in math, reading, and science. Since February they have had 22 new students for a total enrollment of 587. Attendance is 93% but about where they were pre-COVID. Aumsville even plans on keeping some of the protocols after COVID subsides.

H. Communication Director's Report

Ms. Sattler stated that we have a consistent communication with our families. She has worked on capturing images and stories of growth for our social media accounts. Communication and materials on the bond will be coming out in the next few weeks. Ballots go out April 28. The Political Action Committee (PAC) will also be sending out a flyer regarding the bond.

**8. Discussion and Communication**

A. Personnel

A.1 Certified Staff (PERS Retirees)

Tim Ganfield has retired from PERS and will be returning. Paula Mensing is retiring and will not be returning.

A.2 Resignations

Ms. Moorefield stated that many of the staff who are leaving are moving out of Oregon or staying home with babies. They are not leaving to go to other districts. We are advertising openings several places where people look for jobs.

A.3 New Hire Recommendations

Recommendations include Temporary Science Teacher, Anthony Whipple; Shannon Stinnnett, Fourth Grade Teacher moving from temporary to probationary; and retirees returning to the district in the fall include Vanda Baughman, Spanish Teacher; Christopher Elbert, Math Teacher; and Karin Thompson, PE Teacher.

B. Superintendent Evaluation & Contract

Mr. Stegall announced that the Board has elected to extend the superintendent's contract for another three-year term. They are pleased with his performance and they appreciate his leadership over the past 12 months.

C. 2021-2022 School Calendar

Mr. Drill stated that we have built a calendar for next year but we are not sure if it will stand as it is. We added back the late starts.

D. Budget Committee Calendar

The Budget Committee Calendar is included for your approval.

E. Board Policies – 1<sup>st</sup> Reading

Mr. Drill reported that these policies were developed after the legislative session and many are in regards to medical requirements.

**9. Informational Items**

A. Correspondence

Included is a letter from union representatives thanking the Board for the exclusion of make up days due to the ice storm. Mr. Drill stated that the associations have been a big part of our processes this year and this is the first time presidents of both associations have signed one letter.

**10. Public Comment**

Mr. Stegall began this segment with a statement regarding public comments. There were three public comments and Mr. Stegall addressed their questions and thanked them for their input. There was a technical difficulty and Ms. Harmon apologized that the Board did not have one of the correspondence in their packet. She will include it in the next board meeting.

**11. Resolutions**

A. Resolution Regarding Retirement from PERS

Moved by Ms. Ramseyer seconded by Mr. Kuenzi to accept the retirement from PERS for Tim Ganfield effective April 1, 2021, and Paula Mensing effective September 1, 2021.

Motion carried (all voted yes).

B. Resolution Regarding Resignations

Moved by Mr. Kuenzi seconded by Ms. Stevens to approve the resignations of Amanda Benavidez, Elementary Teacher; Victoria Deplois, Alt School Teacher; Megan Colburn, Special Education Teacher; Presley McGill, Elementary Teacher; Jamie Noble, Math Teacher; Halee Pyatt, Elementary Teacher; Kerri Rasmussen, Elementary Teacher; Laura Root, Special Education Teacher; Tessa Storey, Science Teacher; Laura Sumpter, Sixth Grade Teacher; and Brett Turner, Sixth Grade Teacher; as recommended by the administration.

Motion carried (all voted yes).

C. Resolution Regarding New Hire Recommendations

Moved by Ms. Stevens seconded by Ms. Ramseyer to approve the hire of Anthony Whipple, Temporary Science Teacher; Shannon Stinnett, Elementary Teacher; Vanda Baughman, Spanish Teacher; Christopher Elbert, Math Teacher; and Karin Thompson, PE Teacher, as recommended by the administration.

Motion carried (all voted yes).

D. Resolution Regarding Superintendent's Contract

Moved by Ms. Ramseyer seconded by Mr. Kuenzi to approve the proposed superintendent's contract for another three-year term July 2021-June 2024 with financial components to be agreed upon after negotiations with the unions.

Motion carried (all voted yes).

E. Moved by Mr. Kuenzi seconded by Ms. Stevens to approve the proposed school calendar for 2021-2022.

Motion carried (all voted yes).

F. Moved by Ms. Stevens seconded by Ms. Ramseyer to approved the proposed budget committee calendar.

Motion carried (all voted yes).

G. Moved by Ms. Ramseyer seconded by Mr. Kuenzi to approve the first reading of the policies listed below:

GCBDA/GDBDA-AR(1)	Federal Family and Medical Leave/State Family Medical Leave
GCBDA/GDBDA-AR(2)	Request for Family and Medical Leave
GCBDA/GDBDA-AR(4)	Sample Designation Letter to Employee – FMLA/OFLA Leave
GCPC/GDPC	Retirement of Staff
IJ	School Counseling Program
IJ-AR	Child Development Specialist Program
IKFB	Graduation Exercises
JB	Equal Educational Opportunity
JFCM	Threats of Violence
LBE	Public Charter Schools
LBEA	Resident Student Denial for Virtual Public Charter School Attendance

DELETE

LBE-AR Public Charter Schools – Admin Rules

Motion Carried (all voted yes)

**12. Future Agenda Items**

A. Bond Update

**13. Adjournment**

Having no further business the regular Board meeting was adjourned at 8:19p.m.



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~~ACB – All Students Belong, Required~~  
~~ACB-AR – Bias Incident Complaint Procedure, Required~~  
 GCBDA/GDBDA-AR(1) – Federal Family and Medical Leave/State Family Medical Leave, Conditionally Required  
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~~GCBDA/GDBDA-AR(1) – COVID-19 Related Leave, Highly Recommended~~  
 GCPC/GDPC – Retirement of Staff, Optional  
 IJ – School Counseling Program, Highly Recommended  
 IJ-AR – Child Development Specialist Program, Optional  
 IKFB – Graduation Exercises, Optional  
 JB – Equal Educational Opportunity[\*\*], Required  
 JFCM – Threats of Violence\*\*, Required  
 LBE - Public Charter Schools, Highly Recommended  
~~LBE-AR – Public Charter Schools, Highly Recommended~~ *delete*  
 LBEA – Resident Student Denial for Virtual Public Charter School Attendance\*\*, Conditionally Required

### Virtual Annual Convention

Saturday,  
November 14, 2020



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

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If you have questions regarding this publication or OSBA, please call our offices:  
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## ALL STUDENTS BELONG

### Summary

On September 17, 2020, the Oregon State Board of Education adopted a temporary Oregon Administrative Rule (OAR) 581-022-2312 - All Students Belong. This rule took effect the following day and takes an unprecedented step to protect some of our schools' most marginalized students, as well as staff and others.

This rule requires that districts, ESDs, public charter schools and others receiving state funding for education adopt a policy prohibiting symbols of hate and addressing bias incidents by January 1, 2021. As a Division 22 requirement, districts will be required to verify that they are in compliance.

This rule prohibits the "use or display" of symbols of hate, including the noose, swastika, and confederate flag. The adopted policy must reflect this prohibition. Before adoption, we recommend documenting the following to forestall potential legal challenges:

- Previous incidents arising from the presence of these symbols or related issues;
- Why the presence of these symbols would cause a material and substantial disruption to the educational environment; and

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

- How these symbols interfere with other students’ right to be secure and be let alone in their schools.

The rule allows adding to the list of prohibited symbols, but we strongly recommend consulting legal counsel before doing so.

The rule also defines a “bias incident” and requires related procedures and requirements. Because these requirements are unique to bias incidents, there is a separate complaint procedure. If considering incorporating bias incidents into other complaint procedures, please work closely with legal counsel.

We expect that this temporary rule will be made permanent by the State Board of Education, and also that it could face legal challenges. We will update the model policy and administrative regulation as needed.

### **Legal Reference**

See model sample

### **Collective Bargaining Impact**

None

### **Local District Responsibility**

Review the required policy and administrative regulation for consideration and adoption into the board’s policy manual. Please review and consider guidance noted above.

### **Policy Implications**

ACB – All Students Belong, Required

ACB-AR – Bias Incident Complaint Procedure, Required

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## **FMLA/OFLA and COVID-19 LEAVE**

### **Summary**

In September 2020, BOLI made permanent, BLI 7-2020, its temporary rule, BLI 4-2020, that provided sick child leave to include absence to care of an employee’s child whose school or child care provider has been closed in conjunction with a statewide public health emergency declared by a public health official.

BOLI also adopted temporary rule BLI 8-2020 that identifies and defines the scope of what is a “child care provider”, defines “closure” for the purposes of school and child care providers, and allows this use of sick child leave for intermittent school or child care closures.

### **Legal Reference**

OAR 839-009-0230

OAR 938-009-0210

OAR 839-009-0250

### **Collective Bargaining Impact**

Review collective bargaining agreement for any OFLA related leave.

## **Local District Responsibility**

If the district has the conditionally required administrative regulations (AR), GCBDA/GDBDA-AR(1) – Federal Family and Medical Leave/State Family Medical Leave, GCBDA/GDBDA-AR(2) – Request for Family and Medical Leave, GCBDA/GDBDA-AR(4) – Sample Designation Letter to Employee – FMLA/OFLA Leave, and/or highly recommended, GCBDA/GDBDA-AR(1) – COVID-19 Related Leave, in its policy manual, consider the new language and provide to board for review.

## **Policy Implications**

GCBDA/GDBDA-AR(1) – Federal Family and Medical Leave/State Family Medical Leave, Conditionally Required

GCBDA/GDBDA-AR(2) – Request for Family and Medical Leave, Conditionally Required  
GCBDA/GDBDA-AR(4) – Sample Designation Letter to Employee – FMLA/OFLA Leave, Conditionally Required

GCBDA/GDBDA-AR(1) – COVID-19 Related Leave, Highly Recommended

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## **PERS RETIREMENT OF STAFF**

### **Summary**

In 2019, the Legislature adopted Senate Bill (SB) 1049, which made significant changes to PERS. One key component of the new law was the removal of most restrictions on the number of hours that an employee who has retired under PERS can work. Other provisions of the law were challenged in court last year and OSBA recommended removal of this policy and administrative regulation. In August 2020, the new law was upheld, meaning that public employers can allow individuals who have retired under PERS to work.

### **Legal Reference**

See model sample policy for legal references.

### **Collective Bargaining Impact**

Review collective bargaining agreements for any provisions relating to employee retirement.

### **Local District Responsibility**

Review the language and determine whether the board wants to adopt this optional policy. If adopting, select only one of the three bracketed options.

### **Policy Implications**

GCPC/GDPC – Retirement of Staff, Optional

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## **SCHOOL COUNSELING PROGRAM**

### **Summary**

New legislation adopted in 2019 revised to say that school districts shall provide a “comprehensive school counseling program supporting students’ academic, career, and personal and social development” and their development of “sense of community involvement” (ORS 329.603). The new law (now published as ORS 329.603) states this program may be designed, delivered or implemented by qualified persons in accordance with

law. In response, the Oregon Department of Education updated associated rules which are now reflected, along with new statute, in the recommended updates to the policy and administrative regulation listed below.

The bracketed language in the revised model sample policy IJ, now called School Counseling Program, related to including a child development specialist in the program is optional language, as is the revised model sample administrative regulation IJ-AR - Child Development Specialist Program. Verify the district offers such before including said language.

OSBA previously offered two versions of policy IJ; the version recommended herein is the only version now offered by OSBA (a second version has been archived).

**Legal Reference**

See model sample for updated legal references

**Collective Bargaining Impact**

None

**Local District Responsibility**

Review the revised model sample language of the highly recommended policy and an associated, optional administrative regulation, and consider if adopting is in the best interest of the district. The administrative regulation does not require adoption and should be reviewed by the board if implemented.

**Policy Implications**

IJ – School Counseling Program, Highly Recommended  
IJ-AR – Child Development Specialist Program, Optional

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**GRADUATION EXERCISES**

**Summary**

New 2019 legislation, now published in Oregon Revised Statute (ORS) 329.451, allows an eligible student to wear a U.S. Armed Forces uniform at their high school graduation ceremonies. Additional bracketed, optional language has been added about students with disabilities and students participating in district-sponsored alternative education programs.

When updating policies, OSBA has added reviewing the policy via an equity lens. Where deemed appropriate, OSBA has added optional language for the district to consider; policy IKFB includes such language and is optional.

**Legal Reference**

See model policy for legal references

**Collective Bargaining Impact**

None

### **Local District Responsibility**

If the board previously adopted optional policy IKFB – Graduation Exercises, review the new model sample language and readopt.

### **Policy Implications**

IKFB – Graduation Exercises, Optional

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## **EQUAL EDUCATIONAL OPPORTUNITY**

### **Summary**

Several changes in the presented model sample result from the recent comprehensive changes and updates to model policy GBN/JBA - Sexual Harassment, and an effort to remove duplicate language found in Sexual Harassment from policy JB - Equal Educational Opportunity.

The addition of policy language that references an ‘Equal Educational Opportunity Plan’, while is new model policy language, is not new rule language and comes from OAR 581-021-0046 and is presented as bracketed, optional language.

Additionally, when updating policies, OSBA has included use of an equity lens. Where deemed appropriate, OSBA has added optional language for the district to consider.

### **Legal Reference**

See model sample

### **Collective Bargaining Impact**

None

### **Local District Responsibility**

Review the recommended revisions and adopt to update the board’s policy. Review how related policies, e.g., AC - Nondiscrimination, is made known to staff, students and parents and align bracketed language presented if keeping in the new adopted policy.

### **Policy Implications**

JB – Equal Educational Opportunity[\*\*], Required

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## **STUDENT CONDUCT**

### **Summary**

The updates to model sample policy JFCM - Threats of Violence\*\* are reflective of review of statute to better align with language and application of a new equity lens.

### **Legal Reference**

See model sample policy for updates

**Collective Bargaining Impact**

None

**Local District Responsibility**

Review the recommended revisions and adopt to update policy. Review and consider if some new bracketed language will be included.

**Policy Implications**

JFCM – Threats of Violence\*\*, Required

**PUBLIC CHARTER SCHOOLS**

**Summary**

The ability of a public charter schools to allow weighted lottery for historically underserved students in admissions by Senate Bill 820 (2015) expired with the 2020-2021 school year. The associated language has been removed from the new version of administrative regulation (AR), LBE-AR - Public Charter Schools.

In the process of reviewing the model sample AR, OSBA has remodeled this AR and associated policies, LBE - Public Charter Schools and LBEA - Resident Student Denial for Virtual Public Charter School Attendance\*\*.

Model sample policy LBE - Public Charter Schools has been revised in this process to update language and remove language found duplicated in policy LBEA - Resident Student Denial for Virtual Public Charter School Attendance\*\*. For school districts that sponsor public charter schools or choose to have policy for when a public charter school makes application for sponsorship, policy LBE and its LBE-AR are highly recommended. Model policy LBEA - Resident Student Denial for Virtual Public Charter School Attendance\*\* is required for all school districts that may deny enrollment of a resident student to a virtual public charter school not sponsored by the district pursuant to OAR 581-026-0305. When updating policy LBE, consider if policy LBEA needs to be adopted alongside to maintain the board’s direction on students noticing transfer to a virtual public charter school.

There has been no change in percentage calculations at this time.

**Legal Reference**

None

**Collective Bargaining Impact**

None

**Local District Responsibility**

Review the suggested changes and update as the board deems is in the best interest of the district and adopt changes to policy. The administrative regulation (AR) may be revised and submitted for review to the board.

## **Policy Implications**

LBE - Public Charter Schools, Highly Recommended

LBE-AR – Public Charter Schools, Highly Recommended

LBEA – Resident Student Denial for Virtual Public Charter School Attendance\*\*,  
Conditionally Required

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## **ABOUT *POLICY UPDATE***

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

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

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

If you have questions about *Policy Update*, sample policies or policy in general, call OSBA Policy Services, 800-578-6722 or 503-588-2800.

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## **TRY OUR ONLINE POLICY DEMO**

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

Go to [policy.osba.org](http://policy.osba.org) and select "Policy Online Demo." The online manual includes a subscription to *Policy Update* and policy manual maintenance service to help keep policies current.

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



# OSBA Model Sample Policy

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

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

### Coverage

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

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

### Employee Eligibility

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

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

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

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

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

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

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

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

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

### **Qualifying Reason**

Eligible employees may access FMLA leave for the following reasons:

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

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

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

Eligible employees may access OFLA for the following reasons:

1. Serious health condition of the employee or the employee's covered family member:
  - a. Inpatient care;
  - b. Continuing treatment;
  - c. Chronic conditions;
  - d. Permanent, long-term or terminal conditions;
  - e. Multiple treatments;
  - f. Pregnancy and prenatal care.
2. Parental leave (separate from eligible leave as a result of the child's serious health condition):
  - a. Bonding with and the care for the employee's newborn (within 12 months following birth);
  - b. Bonding with and the care for a newly adopted or newly placed foster child under the age of 18 (within 12 months of placement);
  - c. Care for a newly adopted or newly placed foster child over 18 years of age who is incapable of self-care because of a physical or mental impairment (within 12 months of placement);
  - d. Time to effectuate the legal process required for placement of a foster child or the adoption of a child.
3. Sick Child Leave: leave for non-serious health conditions of the employee's child. For OFLA, sick child leave includes absence to care for an employee's child whose school or child care provider has been closed<sup>3</sup> in conjunction with a statewide public health emergency declared by a public health official.<sup>4</sup>
4. Bereavement Leave: leave related to the death of a covered family member.<sup>5</sup>

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

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

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

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

5. Eligible employees may access OMFLA for the purpose of spending time with a spouse or same-gender domestic partner who is in the military and has been notified of an impending call or order to active duty, or who has been deployed during a period of military conflict.
6. The eligibility of an employee who takes multiple leaves for different qualified reasons during the same district designated leave period may be reconfirmed at the start of each qualified leave requested.

## Definitions

### 1. Family member:

#### a. For the purposes of FMLA, “family member” means:

- (1) Spouse<sup>6</sup>;
- (2) Parent;
- (3) Child; or
- (4) Persons who are “in loco parentis”.

#### b. For the purposes of OFLA, “family member” means:

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

### 2. Child:

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

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

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

3. In loco parentis:

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

4. Next of kin:

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

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

5. Covered servicemembers:

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

6. Covered veteran:

For the purposes of Military Caregiver Leave under FMLA, “covered veteran” means a veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness provided ~~he or she was~~ **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 ~~the calendar year~~ ~~any fixed 12-month “leave year”~~ ~~the 12-month period measured forward from the date the employee’s leave begins~~ ~~a “rolling” 12-month period measured backward from the date the employee uses any family and~~

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

## Leave Duration

For the purposes of FMLA, an eligible employee is generally entitled to a total of 12 weeks of qualified leave during the district's designated leave period<sup>7</sup>. Spouses who work for the district may be limited to a combined 12 weeks of FMLA leave during the district's designated leave period when the purpose of the leave is for the birth of a child or to care for a child after birth, placement of an adopted or foster child or the care for an adopted or foster child after placement, or to care for the employee's parent's serious medical condition. Except in specific and unique instances, all qualified leave under FMLA counts toward an employee's leave entitlement within the district's designated leave period.

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

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

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

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

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

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

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

### **Intermittent Leave**

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

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:

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

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

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, <sup>12</sup>~~[an employee may elect to use any available accrued paid leave including personal and sick leave, or available accrued vacation leave during the leave period.]~~ 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 requires the eligible employee to use any available accrued paid leave, including personal and sick leave or available accrued vacation leave before taking FMLA and/or OFLA leave without pay during the leave period. The employee may select the order in which the available paid leave is used.]~~

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.

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<sup>12</sup> [The district must choose one of the following from the three available bracketed options to complete this paragraph, and delete the other two.]

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

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

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

## Second and Third Opinions

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

## Notification

Any notice required by federal and state laws explaining employee rights and responsibilities will be posted in all staff rooms and the district office. Additional information may be obtained by contacting the ~~superintendent~~ ~~personnel director~~ *dept of human resources*.

## Record Keeping/Posted Notice

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

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

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

## Federal vs. State Law

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

For example, due to differences in regulations, an eligible employee who takes OFLA leave after 180 days of employment, but before ~~he/she is~~ 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](http://WWW.WAGEHOUR.DOL.GOV)

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

# OSBA Model Sample Policy

Code: GCBDA/GDBDA-AR(2)

Revised/Reviewed:

## Request for Family and Medical Leave

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

PLEASE PRINT

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

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

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

Status:  Full-time  Part-time  Temporary

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

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

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

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

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

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

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

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

3.  To care for a family member<sup>2</sup> with a serious health condition. (District: Use GCBDA/GDBDA-AR(3)(B) Certification Form)

Leave to start \_\_\_\_\_ Expected return date \_\_\_\_\_

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

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

Please check one:  Spouse<sup>3</sup>  Child  Parent  Individual who was in *loco parentis* when the employee was a child  Parent-in-law or the parent of the employee's registered domestic partner (OFLA leave only)  Custodial parent  Noncustodial parent  Adoptive parent  Stepparent  Foster parent  Grandparent (OFLA leave only)  Grandchild (OFLA leave only).

Please state name and address of relation:

Name \_\_\_\_\_ Address \_\_\_\_\_

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

4.  Sick child leave due to the closure of a child's school or child care provider.

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

Describe \_\_\_\_\_

Leave to start \_\_\_\_\_ Expected return date \_\_\_\_\_

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

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

7.  A qualifying exigency arising from an employee's spouse, son, daughter, or parent who is a covered servicemember as defined in GCBDA/GDBDA-AR(1), or leave for the spouse per each deployment of the spouse when the spouse has either been notified of an impending call to active duty, has been ordered to active duty, or has been deployed or on leave from deployment. (District: Use GCBDA/GDBDA-AR(3)(C) Certification Form)

8.  To care for a spouse, son, daughter, parent, or next of kin<sup>4</sup> who is a covered servicemember with a serious illness or injury incurred in the line of duty or active duty in the armed forces. Has leave been taken for the same servicemember and the same injury?  Yes  No (District: Use GCBDA/GDBDA-AR(3)(D) Certification Form) If yes, when was the leave taken and for how many work days? \_\_\_\_\_

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

I understand that [I may use any available accrued paid leave, including personal and sick leave or available accrued vacation leave during the leave period.] [the district requires me to use any available accrued sick leave, vacation, personal leave days or other available paid time established by Board policy(ies) and/or collective bargaining agreement) in the order specified by the district and before taking leave without pay during the leave period.] [I am required to use any available accrued paid leave, including personal and sick leave or available accrued vacation leave before taking FMLA and/or OFLA leave without pay during the leave period. I may select the order in which the available paid leave is used.]

If my request for a leave is approved, it is my understanding that without an authorized extension when the need for an extension could be anticipated, I must report to duty on the first workday following the date my leave is \_\_\_\_\_

<sup>3</sup> "Spouse" means individuals in a marriage including "common law" marriage and same-sex marriage. For OFLA, spouse also includes same-sex individuals with a Certificate of Registered Domestic Partnership.

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

scheduled to end. I understand that failure to do so will constitute unequivocal notice of my intent not to return to work and the district may terminate my employment. (A fitness-for-duty certification may be required.)

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

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

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



# OSBA Model Sample Policy

Code: GCBDA/GDBDA-AR(4)  
Revised/Reviewed:

## FMLA/OFLA Eligibility Notice to Employee

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

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

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

SUBJECT: Request for FMLA and/or OFLA Leave

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

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

<sup>1</sup> "Spouse" means individuals in a marriage, including "common law" marriage and same-sex marriage. For OFLA, spouse also includes same-sex individuals with a Certificate of Registered Domestic Partnership.

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

Except as explained below, you have a right under the FMLA and/or OFLA for up to 12 workweeks of unpaid leave in a 12-month period for the reasons listed above.<sup>2</sup> The district will use ~~[the calendar year]~~ ~~[any fixed 12-month "leave year"]~~ ~~[the 12-month period measured forward from the date the employee's leave begins]~~ ~~[a "rolling" 12-month period measured backward from the date the employee uses any family medical leave]~~. FMLA leave and OFLA leave generally run concurrently. In order to care for an injured service member, you are entitled to up to 26 weeks of leave in a single 12-month period.

Also, your health benefits under FMLA and OFLA must be maintained during any period of unpaid leave under the same conditions as if you continued to work, including you continuing to pay the same portion of the premiums you currently pay. You will be reinstated to the same position, or in some cases under state or federal law, to an equivalent position.

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

This is to inform you that (*check appropriate boxes, explain where indicated*):

1. You are  eligible  not eligible for leave under  FMLA  OFLA  both FMLA and OFLA.
2. The requested leave may be counted against your annual  FMLA leave entitlement  OFLA leave entitlement  FMLA and OFLA leave entitlements.
3. You  will  will not be required to furnish a medical certification of a serious health condition. If required, you must furnish the certification by \_\_\_\_\_ (date) (must be at least 15 days after you are notified of this requirement).
4. You may elect to substitute accrued paid leave for unpaid FMLA leave. We  will  will not require that you substitute accrued paid leave for unpaid FMLA and/or OFLA leave. If paid leave will be used, the following conditions will apply: (*Explain*)
  5. a. If you normally pay a portion of the premiums for your health insurance, these payments will continue during the period of FMLA and/or OFLA leave. Arrangements for payment have been discussed with you and it is agreed that you will make premium payments as follows: (*Set forth dates, e.g., the 10th of each month or pay periods, etc., that specifically cover the agreement with the employee.*)
  5. b. You have a minimum  30-day  Other: \_\_\_\_\_ (*indicate longer period, if applicable*) grace period in which to make premium payments. If payment is not timely made, your group health insurance may be canceled. We will notify you in writing at least 15 days before the date that your health coverage will lapse. At our option, we may also pay your share of the premiums during your FMLA and/or OFLA leave as provided by Board policy and/or collective bargaining agreement, and recover

<sup>2</sup> Oregon Military Family Leave Act allows for 14 days of leave per deployment.

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

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



# OSBA Model Sample Policy

Code: GCPC/GDPC  
Adopted:

## Retirement of Staff \*

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

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

~~Retiring employees are encouraged to coordinate with PERS and the [Human Resources Department] to ensure that all requirements are met. The superintendent will develop requirements, limitations and procedures for employment as a PERS-retiree.~~<sup>1</sup>

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

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

~~{OR}~~

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

{OR}

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

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

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

~~[District employees will be allowed to retire under PERS and return to their position in the district [only for the remainder of the school year]{<sup>4</sup>, <sup>5</sup>}]~~

END OF POLICY

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**Legal Reference(s):**

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

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

[ORS 342.120](#)

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

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

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

# OSBA Model Sample Policy

Code: IJ-AR  
Revised/Reviewed:

## Child Development Specialist Program

The district offers the services of a child development specialist to students in grades K - 8 and their families residing in attendance areas of the district. A child development specialist may serve as ~~guidance~~ ~~counseling staff trained~~ to assist in implementing the district's comprehensive ~~guidance~~ and school counseling program.

The district will meet the following requirements:

1. The district will submit a written plan describing the program to the Oregon Department of Education (ODE) for approval;
2. Upon approval of the plan by ODE, the district may submit a child development specialist candidate application for ODE approval;
3. The district shall conduct an annual review of the program and submit an updated plan to ODE for re-authorization of the program;
4. Each child development specialist employed by the district shall complete an annual evaluation of the specialist's child development plan to be included with the district's updated plan.

# OSBA Model Sample Policy

Code: IKFB  
Adopted:

## Graduation Exercises

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

Accordingly, appropriate graduation programs may be planned by the <sup>Principal</sup> [school] on the date selected by the Board.

The [district] [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 standing<sup>1</sup> 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, may 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 332.105](#)

[ORS 332.107](#)

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

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

[ORS 332.114](#)  
[ORS 339.115](#)  
[ORS 339.505](#)  
[ORS 343.295](#)

[OAR 581-021-0071](#)  
[OAR 581-021-0050](#)  
[OAR 581-021-0055](#)  
[OAR 581-021-0060](#)  
[OAR 581-022-2000](#)

[OAR 581-022-2010](#)  
[OAR 581-022-2015](#)  
[OAR 581-022-2020](#)  
[OAR 581-022-2505](#)

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

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2012~~8~~); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (~~2017~~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).

# OSBA Model Sample Policy

Code: JB  
Adopted:

## Equal Educational Opportunity

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

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

~~The superintendent will designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX. The Title IX coordinator will investigate complaints communicated to the district alleging noncompliance with Title IX. The name, address and telephone number of the Title IX coordinator will be provided to all students and employees.~~

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 Board will adopt and the district will publish grievance procedures providing for prompt and equitable resolution of student and employee complaints under Title IX.~~ The district will communicate the availability of policy and available complaint procedures to students and their parents through available district communication systems[, ] and handbooks[, ] and will be published to the district website and made available at the district office during regular business hours[.]

A student of the district may not be subjected to retaliation by the district for the reason that the student has in good faith reported information that the student believes is evidence of a violation of a state or federal law, rule or regulation.

END OF POLICY

### Legal Reference(s):

[ORS 174.100](#)  
[ORS 192.630](#)  
[ORS 326.051](#)  
[ORS 329.025](#)  
[ORS 332.107](#)

~~[ORS 336.067](#)~~  
~~[ORS 336.082](#)~~  
[ORS 336.086](#)  
~~[ORS 342.123](#)~~  
[ORS 659.850](#)

[ORS 659.852](#)  
~~[ORS Chapter 659](#)~~  
~~[ORS Chapter 659A](#)~~  
[ORS 659A.003](#)  
[ORS 659A.006](#)

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

~~ORS 659A.030~~  
~~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 (2012~~8~~); 28 C.F.R. §§ 42.101-42.106 (2019).

~~Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2012).~~

Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 793-794 (2012~~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 (2012~~2018~~); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2017~~2020~~).

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2012~~2018~~); 29 C.F.R. Part 1630 (2017~~2019~~); 28 C.F.R. Part 35 (2017~~2019~~).

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

# OSBA Model Sample Policy

Code: JFCM

Adopted:

## 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 ~~he/she~~ 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 superintendent or designee~~ principal shall notify the parent or guardian of any student in violation of this policy and the disciplinary action imposed. A referral to law enforcement shall be made for any infraction involving a student bringing, possessing, concealing or using a weapon or destructive device as prohibited by state and federal law and Board policy.

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

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

1. Immediately removing from the classroom setting; any student who has threatened to injure another person or to severely damage district property;
2. Placing the student in a setting where the behavior will receive immediate attention from 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 setting<sup>1</sup>.

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

The ~~superintendent or designee~~ principal shall ~~ensure notification is provided to~~ attempt to notify:

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

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

~~1. The parent of any student in violation of this policy and the disciplinary action imposed;~~

1. The parent or guardian of a student when the student's name appears on a targeted list at school that threatens violence or harm to the students on the list, or when threats of violence or harm to the student are made by another student at school;
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 superintendent or designee [principal] shall attempt to ~~Notification~~ to the above persons ~~shall be attempted~~ by telephone or in person promptly and within 12 hours of discovery of a targeted list or learning of a threat. Regardless, the superintendent or designee [principal] shall issue a written follow-up notification ~~shall be sent~~ within 24 hours of discovery of a targeted list or learning of a threat.

The principal will provide necessary information regarding threats of violence to law enforcement, child protective services and health care professionals in connection with a health and safety emergency if knowledge of the information is necessary to protect the health and safety of the student or other individuals. Additionally, ~~he/she~~ 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

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**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](#)  
~~[ORS 809.135](#)~~  
~~[ORS 809.260](#)~~  
[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) (~~2012~~2018).  
Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400-1419 (~~2012~~2018).  
Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (~~2012~~2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (~~2017~~2019).

# OSBA Model Sample Policy

Code: LBE

Adopted:

## Public Charter Schools\*\*

~~The district recognizes that public charter schools offer an opportunity to create new, innovative and more flexible ways of educating students in an atmosphere of learning experiences based on current research and development. Public charter schools shall demonstrate a commitment to the mission and diversity of public education while adhering to one or more of 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.~~

Public charter schools may be established as a new public school or a virtual public school, from ~~an~~ 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.

~~The Board will not approve any public charter school proposal when it is deemed that its value is outweighed by any direct identifiable, significant and adverse impact on the quality of the public education of students residing in the district.~~

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.

~~To meet the eligibility criteria for Board approval, a~~ An applicant must submit a complete public charter school proposal ~~that meets~~ the requirements of Oregon law, ~~Board policy, and regulation,~~ and includes other information required by the district in the application process. ~~Upon request of the Board, the public charter school applicant must furnish in a timely manner any other information the Board deems relevant and necessary to conduct a complete and good faith evaluation of the public charter school proposal.~~

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 ~~unused~~ vacant or ~~underutilized~~ unused buildings and make a list of such buildings. ~~B~~ Buildings may be made available for public charter school use, subject to Board approval and Board policy. ~~Approved use may be limited to instructional purposes only. Appropriate use fees will be determined by the Board. Public charter school use outside the district's instructional day will be subject to Board policy KG—Community Use of District Facilities and accompanying administrative regulation.~~

~~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.<sup>1</sup> Students must adhere to state law, Board policies, regulations, and rules concerning student conduct and discipline. ~~Public charter school students shall not be permitted to participate in district curricular programs.<sup>2</sup>~~~~

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 Oregon School Activities Association (OSAA) when the requirements found in Oregon law are met.

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

<sup>1</sup> This does not apply to the Oregon law related to OSAA-sanctioned activity participation.

<sup>2</sup> Unless allowed by Oregon law related to OSAA-sanctioned activity participation.

The district will ~~[annually [by October 1]] [semiannually [by October 1 and April 1]] [by [December 1]]~~<sup>3</sup>; calculate the number of students residing in the district who are enrolled in a virtual public charter school. When the percentage is more than three percent, the district may choose to not approve additional students for enrollment to any virtual public charter school, subject to the requirements in Oregon Administrative Rule (OAR) 581-026-0305(2).

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 school district to not approve a student for enrollment to a virtual public charter school to the State Board of Education.~~

The superintendent will develop administrative regulations ~~for public charter schools~~ to include, but not limited to, the proposal process, review, and appeal procedures, ~~and charter agreement provisions~~, and program evaluation, renewal, and termination.

END OF POLICY

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**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 - 05150710](#)  
[OAR 581-026-0700](#)  
[OAR 581-026-0710](#)

Every Student Succeeds Act, 20 U.S.C. §§ 6311-6322 (~~2012~~2018).

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<sup>3</sup> ~~[Per OAR 581-026-0305(7)(a) the district must choose annual, semi-annual, or other date used for calculation; dates are provided as a recommendation only.]~~



# OSBA Model Sample Policy

Code: LBEA  
Adopted:

## Resident Student Denial for Virtual Public Charter School Attendance\*\*

{This policy is required if the district plans to deny a parent notice of enrollment to attend a virtual public charter school.}

The district will ~~{ }~~ annually, ~~[by October 1]~~ ~~[semiannually, [by October 1 and April 1]]~~ ~~[by [December 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 parent<sup>2</sup> 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 ~~[five]~~ ~~[eight]~~ business days<sup>3</sup> 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

<sup>1</sup> {Per OAR 581-026-0305(7)(a) the district must choose annual, semi-annual or other date used for calculation; dates are provided as a recommendation only.}

<sup>2</sup> "Parent" means parent, legal guardian or person in "parental relationship" as defined in Oregon Revised Statute (ORS) 339.133.

<sup>3</sup> {If a parent does not receive a notice of approval or disapproval from the district within 14 days of sending the notice of intent to enroll to the district, the student shall be deemed approved for enrollment by the district.}

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**Legal Reference(s):**

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

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

# OSBA Model Sample Policy

Code: LBE-AR  
Revised/Reviewed:

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## Public Charter Schools

*(Recommending deleting this version – see new administrative regulation.)*

### 1. Definitions

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

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### 2. Proposal Process

- a. The public charter school applicant shall submit the proposal to the district no later than [180 days prior to the proposed starting date] [by the date determined by the district] [insert district’s identified date]<sup>1</sup>.

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

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

qualify under Section 504 of the Rehabilitation Act of 1973 who may attend the public charter school;

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- (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;
- (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.);

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- (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;
- (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.]

(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;

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- (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, individualized education program (IEP) and placement meetings;
- (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;

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- (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

- (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 transcripting 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;
- (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.]

(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;

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- (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 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.

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Name \_\_\_\_\_ Date \_\_\_\_\_  
 On behalf of the [ADD APPLICANT'S NAME] ]

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

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- (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 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;

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- (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:

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- (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.

- (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:

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- (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 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 may 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) <sup>[2]</sup> [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.]

[OR]

- 3) <sup>[2]</sup> [Reside in the public charter school's sponsoring district or a district which is a party to a cooperative agreement with the sponsoring district.]

- (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.

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<sup>2</sup> [District should choose one of the options presented as "3)" above.]

(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.

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(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) [Insurance<sup>3</sup>]:

- (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;

<sup>3</sup> Insurance requirements for individual public charter schools may vary and should be reviewed by legal counsel and an insurance representative.

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- (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.

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(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;
- (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.

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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) ORS 30.260 to 30.300 (tort claims);
  - (3) ORS 192.311 to 192.478 (Public Records Law);
  - (4) ORS 192.610 to 192.690 (Public Meetings Law);
  - (5) ORS Chapters 279A, 279B and 279C (Public Contracting Code);
  - (6) ORS 326.565, 326.575 and 326.580 (student records);
  - (7) ORS 297.405 to 297.555 and 297.990 (Municipal Audit Law);

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- (8) ORS 181A.195, 326.603, 326.607 and 342.223 (criminal records checks);
- (9) ORS 336.840 (use of personal electronic devices);
- (10) ORS 337.150 (textbooks);
- (11) ORS 339.119 (considerations for educational services);
- (12) ORS 339.141, 339.147 and 339.155 (tuition and fees);
- (13) ORS 342.856 (core teaching standards);
- (14) ORS 659.850, 659.855 and 659.860 (discrimination);
- (15) ORS Chapter 657 (Employment Department Law);
- (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) ORS 329.045 (academic content standards and instruction);
- (20) ORS 329.496 (physical education);
- (21) Any statute or rule that establishes requirements for instructional time;
- (22) ORS 339.250 (9) (prohibition of infliction of corporal punishment);
- (23) ORS 339.326 (notice concerning students subject to juvenile court petitions);
- (24) ORS 339.370, 339.372, 339.388 and 339.400 (reporting of suspected abuse of a child and suspected sexual conduct, and training on prevention and identification of abuse and sexual conduct);
- (25) ORS 329.451 (diploma, modified diploma, extended diploma and alternative certificate standards);
- (26) Statutes and rules that expressly apply to public charter schools;
- (27) Statutes and rules that apply to special government body as defined in ORS 174.117, or public body as defined in ORS 174.109; and
- (28) ORS Chapter 338.

- 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 or 342.138.
- 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.

1. 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.

**D**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:

- (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.

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- (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).

- (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:

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- (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.

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## 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;

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- (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.
- (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:

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- (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 public 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;
- (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:

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- (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.

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.

## 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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May 5, 2021

We would like to propose the following changes to the Cascade School District Board Policy EEACC-AR.

On page 3-18 under "Disciplinary Procedures for Violations," the Second Citation should read:

"The student is suspended from the bus for a minimum 10 days. Before riding privileges are restored, a parent conference must be held with the transportation supervisor [or designee]."

On page 6-18 under the same policy above, the Third Citation should read:

"Second Citation: 10 days off the bus and a conference with parent/guardian"

"Third Citation: Suspension of all bus riding privileges for the remainder of the school year"

The current policy as written was adopted in 2008. This change to the policy would put it in line to the current wording and procedure for bus citations. We are proposing minor updates. This will also make the policy uniform with current enforcement and the *Student-Parent Handbook*. On page 49 of the handbook it says:

"When a student receives a second citation during a school year, the student will lose bus-riding privileges for a minimum of ten (10) school days. Before the student is allowed to ride the bus, a parent conference must be held with the transportation supervisor. The citation must again be signed by the parent and building principal and returned to the driver. Jr. High students will be assigned a lunch detention for bus citations."

Please find the following referred documents attached:

1. Current policy pages 3-18 and 6-18 of policy EEACC-AR
2. *Student-Parent Handbook* page 49
3. Current School Bus Incident Report used by transportation

Thank you for your consideration for this minor change to the district policy.

Respectfully submitted,

Arnold E. Lowder  
Assistant Principal  
Cascade Junior High School

Debbie LeDay  
Assistant Principal  
Cascade Junior High School

I have read the above rules and have discussed them with my student. We understand the importance of this code of conduct.

\_\_\_\_\_  
Parent

\_\_\_\_\_  
Student

3. Violations

**DISCIPLINARY PROCEDURES FOR VIOLATIONS**

1. First Citation - Warning\*: The driver verbally restates behavior expectations and issues a warning citation\*.
2. Second Citation\*: The student is suspended from the bus until a conference, arranged by the transportation supervisor, has been held with the student, the parent, the bus driver, the transportation supervisor and the principal.
3. Third Citation\* of the year: When a student receives a third citation during a school year, the student will lose all bus riding privileges for the rest of the school year.
4. Severe Violations: Any severe violation will result in the immediate suspension of the student for a minimum of 10 days, and up to a 1-year expulsion.
5. In all instances, the appeal process may be used if the student and/or parent desires.

\* All citations must be signed by the parents, the transportation supervisor, the bus driver and the principal before the student will be allowed to ride the bus again.

**Definitions:**

“Suspension” means any disciplinary removal, other than expulsion, for up to 10 school days.

“Expulsion” means any disciplinary removal beyond 10 school days up to one calendar year.

**APPEAL PROCEDURE**

If a student or parent wishes to appeal the application of the discipline policy, the steps outlined below should be used. If the student or parent wishes to complain about a school employee’s decision, use policy KLD - Public Complaints about District Personnel.

STEP 1: The student or his/her representative will discuss the issue with the transportation supervisor and principal.

STEP 2: If the student is not satisfied with the outcome of the discussion, he/she may file a written statement with the principal and transportation supervisor. This is to be done within 10 school

## SCHOOL BUS INCIDENT REPORT

Date: \_\_\_\_\_ Route: \_\_\_\_\_ AM \_\_\_\_\_ PM

Dear Parents:

This report is to inform you of disciplinary action taken as a result of your student's actions which jeopardized the safety and well-being of all students on the bus. We urge you to support this corrective action by impressing upon your student the need for safety on our school buses.

\_\_\_\_\_ has been cited for an infraction of the rules listed below:

		Description of incident:
	*Failed to obey driver.	
	*Threw an object(s).	
	*Possessed a weapon or other dangerous object(s).	
	*Fought, wrestled, scuffled.	
	*Stood/Changed seat with bus moving.	
	*Extended from bus door/window.	
	*Possessed matches, incendiaries, etc.	
	*Used emergency exit.	
	*Vandalism of property.	
	*Threatened/Harmed driver/rider.	
	*Disruption: Driver stopped bus.	
	*Disrespectful and/or obscene statements.	
	*Possessed alcohol, tobacco, unlawful drugs.	
	Eating or chewing gum.	
	Possessed glass container or object.	
	Impeded movement of bus.	

**\* An asterisk may result in loss of transportation service with no warning citation.**

- Warning
- Second Citation: may suspend until conference
- Third Citation: 5-10 day suspension
- SEVERE INFRACTION: 10-day suspension to 1-year expulsion

Route Number: \_\_\_\_\_ Driver Signature: \_\_\_\_\_

Student Phone Number: \_\_\_\_\_ Parent Signature: \_\_\_\_\_

District Representative: \_\_\_\_\_

**CITATIONS MUST BE SIGNED BY PARENT**

## Transportation Rules Governing Students Riding School Buses (OAR 581-53-010)

The following rules shall apply to student conduct on district transportation:

1. Students being transported are under authority of the bus driver;
2. Fighting, wrestling or boisterous activity is prohibited on the bus;
3. Students will use the emergency door only in case of emergency;
4. Students will be on time for the bus, both morning and evening;
5. Students will not bring firearms, weapons or other potentially hazardous material on the bus;
6. Students will not bring animals, except approved assistance guide animals on the bus;
7. Students will remain seated while bus is in motion;
8. Students may be assigned seats by the bus driver;
9. When necessary to cross the road, students will cross in front of the bus or as instructed by the bus driver;
10. Students will not extend their hands, arms or heads through bus windows;
11. Students will have written permission to leave the bus other than for home or school;
12. Students will converse in normal tones; loud or vulgar language is prohibited;
13. Students will not open or close windows without permission of the driver;
14. Students will keep the bus clean and must refrain from damaging it;
15. Students will be courteous to the driver, fellow students and passersby;
16. Students who refuse to promptly obey the directions of the driver or obey regulations may forfeit their privilege to ride on the buses.
17. Rules governing students riding school buses must be kept posted in a conspicuous place in all school buses.

## Discipline Policy Regulating Transported Students' Conduct

The purpose of this regulation is to provide for the safety and well being of all students. Any time a student is denied the privilege of riding the bus, parents will be notified by registered mail of the exact reasons for loss of privilege, date the student will be off of the bus, and date the student may resume riding.

School rules apply to the students riding the bus, any misconduct may result in a student losing bus-riding privileges. If a student chooses to misbehave

on a school bus the following disciplinary procedure will be followed:

### **1. First Citation**

The driver will issue a citation with a letter sent to the parent or guardian. The student is responsible to return the citation to the bus driver within five (5) school days with parent and building principal signatures. Jr. High students will be assigned a lunch detention for bus citations.

### **2. Second Citation**

When a student receives a second citation during a school year, the student will lose bus-riding privileges for a minimum of ten (10) school days. Before the student is allowed to ride the bus, a parent conference must be held with the transportation supervisor. The citation must again be signed by the parent and building principal and returned to the driver. Jr. High students will be assigned a lunch detention for bus citations.

### **3. Third Citation**

When a student receives a third citation during a school year, the student will lose all bus riding privileges for the rest of the school year.

Disciplinary sanctions and changes in transportation for a student with a disability shall be made in accordance with the provisions of the student's Individual Education Program (IEP) for students considered disabled under IDEA or the individually designed program for students considered disabled under Section 504 and in accordance with Board adopted policies and procedures governing the discipline of disabled students.

## Discipline Procedures for District-Approved Student Transportation

The district will provide interpretation to those students/parents whose primary language is not English. While riding a school bus, students will:

- \*1. obey the driver at all times
- \*2. not throw objects
- \*3. not have in their possession knives, guns or any other object that might be used as a weapon
- \*4. not fight, wrestle or scuffle
- \*5. not stand up and/or move from seats while the bus is in motion
- \*6. not extend hands, head, feet or objects from windows or doors
- \*7. not possess matches or other incendiaries and concussion devices

SCHOOL BUS INCIDENT REPORT

\_\_\_\_\_  
DATE                      ROUTE                      AM                      PM

Dear Parents:

This report is to inform you of disciplinary action taken as a result of your student's actions which jeopardized the safety and well-being of all students on the bus. We urge you to support this corrective action by impressing upon your student the need for safety on our school buses.

\_\_\_\_\_ has been cited for an infraction of the rules listed below:

DESCRIPTION OF INCIDENT:

- \* Failed to obey driver \_\_\_\_\_
- \* Threw an object(s) \_\_\_\_\_
- \* Possessed dangerous weapons/objects \_\_\_\_\_
- \* Fought, wrestled, scuffled \_\_\_\_\_
- \* Stood/changed seat while bus moving \_\_\_\_\_
- \* Extended from bus door/window \_\_\_\_\_
- \* Possessed matches, incendiaries, etc. \_\_\_\_\_
- \* Used emergency exit \_\_\_\_\_
- \* Vandalism of property. \_\_\_\_\_
- \* Threatened/harmed driver/rider \_\_\_\_\_
- \* Disruption: Driver had to stop bus \_\_\_\_\_
- \* Disrespect/obscene statements \_\_\_\_\_
- \* Possessed alcohol/tobacco/drugs \_\_\_\_\_
- Eating or chewing gum \_\_\_\_\_
- Possessed glass container or object \_\_\_\_\_
- Impeded movement of bus \_\_\_\_\_

\* An asterisk may result in loss of transportation service with no warning citation.

- First Citation: ----- Warning
- Second Citation: ---- 10 days off bus and a conference with parent/guardian
- Third Citation: ----- Suspension of all bus riding privileges for the remainder of school year.

Route Number \_\_\_\_\_ Driver Signature: \_\_\_\_\_

Parent Signature: \_\_\_\_\_

Transportation Supervisor: \_\_\_\_\_

Building Principal: \_\_\_\_\_

Cascade School Bond Update  
May 2021

The bond campaign is wrapping up. Many people have already voted. These last few weeks we have pushed out content and information any way possible.

- Our final informational flyer hit mailboxes the week of April 19
- School-specific flyers went home April 22
- Principal informational emails went out April 26
- Zoom bond town hall on April 28
- Bond informational video: <https://youtu.be/VYF5rBkOR28> (Spanish version: <https://youtu.be/eZxD35XtTY8>)
- Lots of social media posts-we are using the key messaging data we learned about in our January polling to craft these posts (see attached examples)
- Reminding and encouraging our families to vote

The final steps of this campaign are preparing messaging, news releases, and talking points for both outcomes. I will prepare those later this week so that the district is prepared to respond whether the bond passes or not.

I would like to thank everyone who supported the campaign these last few months. Thank you to the volunteers who have helped hand out materials and come to meetings. Thank you to our administrators and principals who have reached to families, answered questions, talked to local businesses, and attended community presentations. Thank you to Cheryl Harmon for helping in any and every way these last few months. I appreciate everyone's time, energy, and effort.



# Proposed Bond Measure

Spring 2021



## Cascade School District 2021 Proposed Bond Measure



### Estimated Project Costs & Details

- If passed, the total proposed capital improvement funds = \$56.3 million
- If passed, the total state matching grant funds = \$4 million
- **If passed, the total available funds = \$60.3 million**



The following are estimated base costs with no inflation added.



### Address Health, Safety, & Security Concerns

If passed, the proposed bond measure would fund air quality improvements, asbestos abatement, update fire safety systems, secure entrances and upgrade security cameras and communication systems.

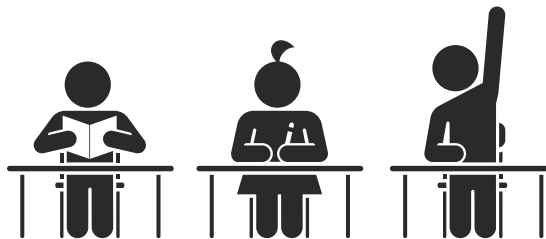
Estimated \$14 Million



### Repair & Upgrade Schools

If passed, the proposed bond measure would fund repairs and energy efficient upgrades that modernize schools and redirect funds back into the classroom. This would include new HVAC systems, plumbing, electrical systems, exterior windows, and doors as well as updates to learning spaces and technology infrastructure.

Estimated \$18 Million



### Address Community Growth & Classroom Overcrowding

If passed, the proposed bond measure would address overcrowding by constructing additional classrooms and renovating existing school facilities to expand student capacity.

Estimated \$17 Million



### Support Student Career Pathways

If passed, the proposed bond measure would enhance vocational programs for students pursuing health services, science or trades careers.

Estimated \$7.3 Million





## If the proposed bond measure passes, what would it cost?

The current tax rate, which passed in 2005, is \$1.21 per \$1,000 of assessed value. If the proposed measure passes, it is estimated that taxpayers in the Cascade School District would pay \$2.13 per \$1,000 of assessed value for 25 years.

If the proposed measure does not pass, taxpayers would continue to pay the current rate of \$1.21 per \$1,000 of assessed value.

## State Matching Funds

The State of Oregon has awarded a matching funds grant of \$4 million to help fund bond projects. The district would only receive the grant if the bond measure passes.

## Who would oversee the use of proposed bond measure funds?

An independent citizen Bond Oversight Committee would be established to oversee the use of bond funds if the proposed bond measure passes.

For more information, visit:

[www.CascadeSchoolBond.org](http://www.CascadeSchoolBond.org)

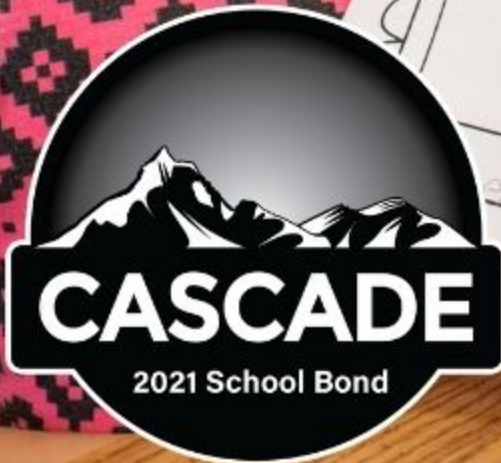




# DID YOU KNOW?

**If Passed, the Proposed CSD Bond Measure Would Include Health, Safety, & Security Improvements to All CSD Schools?**

If passed, the proposed bond measure would fund air quality improvements, asbestos abatement, update fire safety systems, secure entrances and upgrade security cameras and communication systems.





# DID YOU KNOW?

**If passed, the CSD proposed bond measure would enhance vocational programs for students pursuing a health services, science, or trades career?**

If the proposed measure passes, the district would construct 4 new science classrooms at CHS to expand vocational programs such as anatomy, physiology and medical terminology for students pursuing health services careers. The district would repurpose older science classrooms into regular classrooms to alleviate overcrowding at and create space in the CTE building to expand vocational programs.

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[www.CascadeSchoolBond.org](http://www.CascadeSchoolBond.org)



**DON'T FORGET  
TO REGISTER TO  
VOTE!**

**by April 21st for the May Election!**



**CHECK YOUR VOTER REGISTRATION ONLINE!**

<https://sos.oregon.gov>



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## Overnight Trip Notification

1 message

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**Tim Ganfield** <tganfield@cascade.k12.or.us>  
To: Cheryl Harmon <charmon@cascade.k12.or.us>

Fri, Apr 16, 2021 at 11:30 AM

This email is intended to provide notification to the district that one of my teams will be taking an overnight trip to a golf tournament. Thanks, Tim

Tuesday 20th and Wednesday 21st  
Golf trip to Tokatee Golf Course

Coach: Brandon Bennett

Itinerary- I want to take the whole team on this trip. That would be 7 kids and myself.

Tuesday 20th

- 1:00 pm - Leave school with a sack lunch (provided by the school)
- 3:30 pm - Arrive at Tokatee Golf Course
- 3:30 pm - play a round of golf (\$5 a kid)
- 8:00 pm - head to hotel in springfield (\$60 a kid)
- 8:45 pm - pick up pizzas for the team (provided by the golf program)
- 11:00 pm - lights out

Wednesday 21st

- 8:00 am - wake up /breakfast at hotel (provided by hotel)
- 9:00 am - leave for course
- 10:00 am - warm up
- 11:00 am - Tee off
- 5:00 pm - depart tournament
- 6:00 pm - stop for food (provided by the program)
- 8:00 pm - arrive home from tournament

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**Tim Ganfield**  
Cascade High School  
Athletic Director / Assistant Principal  
(503) 749-8020 ex. 2904  
@CascadeCougsAD

# Employee Recognition - 2nd Tri

## Creative

Justin Lowder has come up with two exciting electives for kids recently: a programming class and a sports broadcasting program.

## ADAPTABLE

Anne Yunker's attendance world has changed so much this year and she has been so willing to help all the schools by visiting students and families who are struggling during the pandemic.

## *gracious*

**BEN COMSTOCK GRACIOUSLY ADDS TO HIS WORKDAY BY OFFERING EXTRA-CURRICULAR ACTIVITIES FOR STUDENTS AFTER THEIR REGULAR DAY AT SCHOOL.**

## BRAVE

**Lezlie Casto has moved to kitchen lead at Aumsville and has taken every single change in stride.**

# Be...

## ENGAGING

Tyler Turner has engaged students by wearing different costumes, wigs and hats all year and kids are always eager to see what his attire is.

## COMPASSIONATE

Ivette Griffith cares deeply and has supported families incredibly this year, especially ELL families.

## RELIABLE

**VICTORIA "TORI" RUEL IS ALWAYS ON TIME, PREPARED, WILLING TO DO ANY TASK WE THROW AT HER AND ALWAYS GIVES A BIT EXTRA IN HER PROJECTS TO MAKE THEM THAT MUCH MORE EFFECTIVE.**

## *Unstoppable*

*Tammy Walling has gone above and beyond with caring and connecting all year!*

Each of these staff members received a small token of appreciation for their hard work and dedication to Cascade.

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**Quote for your story**

1 message

**Nancy Willard** <nwillard@embracecivility.org>

Mon, Apr 12, 2021 at 2:11 PM

To: "Pate, Natalie" &lt;npate@salem.gannett.com&gt;

Cc: Darin Drill &lt;drrill@cascade.k12.or.us&gt;, charmon@cascade.k12.or.us

Hi Natalie,

I have a proposed quote to provide you in advance. Obviously, I may want to modify and will complete after tonight's board meeting. Cheryl, please provide this email to your board.

"These were two women who were appropriately on school property, who saw actions that undermined student safety, and properly documented and reported such concerns in a private manner. Based on my extensive background in bullying, several forms of bullying were highly evident. Someone engaged in "outing"—the disclosure of private information for the purpose of causing harm to the person. Others engaged in denigration, direct threats, and retaliation in calling those who properly reported legitimate concerns a "snitch."

Several years ago in the Creswell School District, a principal and assistant principal were found to have conveyed private messages denigrating former students. Although they had caused no direct harm, they were promptly asked for their resignations. The actions and the resulting harm inflicted on these two parents by Cascade school staff, which then led to additional harm inflicted by community members, was significantly more egregious.

Then, the superintendent and board, who should have anticipated a planned lynching, held a school board meeting where no restrictions on hurtful speech were put into place. This only increased the harm.

This egregious bullying behavior was obviously seen by the majority, if not all, of the Cascade students. So we need to ask what lessons they will learn from this."

(To be completed based on what is recommended and decided tonight.)

Mr. Drill and school board members, just to demonstrate that I am not a slouch, here are some articles I wrote or contributed to that were published by the American Association of School administrators:

<https://www.aasa.org/content.aspx?id=35896>

<https://www.aasa.org/content.aspx?id=15944>

<https://www.aasa.org/content.aspx?id=22806>

<https://www.aasa.org/SchoolAdministratorArticle.aspx?id=10370>

<https://www.aasa.org/content.aspx?id=22798>

<https://www.aasa.org/content.aspx?id=22802>

<https://aasa.org/content.aspx?id=22800>

These are articles I contributed to District Administration:

<https://districtadministration.com/what-is-bullying/>

<https://districtadministration.com/increasing-student-resilience-in-the-era-of-increased-suicides-and-school-shootings/>

<https://districtadministration.com/teachable-moments-on-school-bullying/>

<https://districtadministration.com/rethinking-responses-to-bullying/>

I do hope you make the right decisions — albeit way too delayed.

Natalie, you know where to find me.

Blessings,

Nancy



Nancy Willard, M.S., J.D. (she)

Website: <http://embracecivility.org>

Email: [nwillard@embracecivility.org](mailto:nwillard@embracecivility.org)

Cell: 541-556-1145