

Regular Board Meeting

Wednesday, January 13, 2021 6:00 PM
@northwascoschools

1. **Call the Regular Meeting to Order.** **Presenter:** John Nelson, Chair

2. **Review / Revision of the Agenda**

3. **District Mission / Vision Statement**

4. *January is School Board Recognition Month - Thank you School Board members for your continued support and service!*

5. **Student / Staff Recognition**

a. *New Staff from The Dalles Middle School and Wahtonka Campus will be recognized*

6. **Student Representative Reports**

7. **Comments from the Audience about Non Agenda Items**

8. **Consent Agenda**

a. School Board Work Session / District Professional Learning Team minutes from December 14th, 2020

b. School Board Meeting Minutes from December 17th, 2020

c. School Board Work Session/Executive Session minutes from December 30th, 2020

d. School Board Work Session minutes from January 5th, 2021

e. Personnel Report

9. **Board Action Calendar - Review**

a. **January:**

- o Superintendent reports interim progress on **Superintendent** goals to the Board.
- o **Supt Search:** Presentation of top candidates to School Board for selection to interview
 - o **Interviews:** January 21st
 - o **Recommended Board Decision:** January 22nd
- o Monitor Facilities Direction
- o Review Board goals
- o Review/revise policies as needed

b.

February:

- o Superintendent prepares for evaluation, gathers evidence of goals.
- o Board members' complete appropriate parts of the

superintendent evaluation form.

- o Board members meet to discuss their evaluations and develop the Board's official written evaluation document(s) that will be shared with the superintendent.
- o Superintendent completes a self-assessment of the evaluation forms parts 1 and 2.
- o Monitor Facilities Improvement Direction
- o Review/revise policies as needed.

- o Adopt 2021-2022 school calendar

10. **Board Discussion around Legislative Advocacy**

- a. Review changes to the approved letter from the School Board to go to State Officials

11. **School Board Liaison Reports**

- a. **D21 Education Foundation** - Director Thistlethwaite
- b. **Community Outreach Team** - Director Rasmussen
- c. **Wellness Committee** - Director Richardson
- d. **Building / Facilities Report** - Director Jones
- e. **District Equity Committee** - Vice Chair Aparicio
- f. **District Scholarship Committee** - Director Kabakov
- g. **Wasco County Forest Collaborative** - Chair Nelson

12. **New Business:**

a. **Presentations / Reports:**

- 1. **Presentation:** Final report on the 2019-2020 District Audit **Presenter:** A.J. Olson, Friend & Reagan, PC

- a. **Action Item:** Approve the 2019-2020 District Audit Report as presented.

- 2. **Action Item:** Approve the Plan of Action for NWCSO as presented.

3. **Superintendent's Report**

- a. **Update / Report:** Review/ report on Superintendent goals for the 2020 - 2021 year.

4. **Chief Financial Officer's Report**

- a. **Action Item:** Approve the 2021-2022 Budget Calendar as presented.

b. **Financial Statements:**

c. **Student Enrollment:**

5. **Board Attorney's Report**

13. **Discussion / Action Items:**

14. **1st Reading on School Board Policies** (*informational only*): ((Nothing at this time))

15. **2nd Reading / Adoption on School Board Policies** (*action required*):

a. **Board Policy JB:** Equal Educational Opportunity

b. **Board Policy JFCM:** Threats of Violence

16. **Informational Only:**

a. **Board Policy AR:** GCBDA/GDBDA-AR(1) - Federal Family and Medical Leave/State Family Medical Leave

b. **Board Policy AR:** GCBDA/GDBDA-AR(2) - Request for Family and Medical Leave

c. **Board Policy AR:** GCBDA/GDBDA-AR (4) - Sample Designation Letter to Employee - FMLA/OFLA Leave

17. **Adjourn the Regular School Board Meeting**

North Wasco County School District

Human Resource Office • Brian Schimel - Director
3632 West 10th Street • The Dalles, Oregon 97058 • (541) 506-3420

PERSONNEL CHANGES AND VACANCIES School Board Meeting – January 13, 2021 *Current as of – January 6, 2021*

Reference ORS 332.505 (2b) A District Board may employ personnel, including teachers and administrators, necessary to carry out the duties and powers of the board and fix the duties, terms and conditions of employment and the compensation.

Licensed Staff – New Hires

NAME	POSITION	BUILDING	COMMENTS
N/A			

Licensed Staff – Internal Transfer and or Hires

NAME	CURRENT BUILDING AND ASSIGNMENT	NEW BUILDING AND ASSIGNMENT
N/A		

Licensed Staff – Resignation/Retirements/Separation of Employment

NAME	POSITION	BUILDING	COMMENTS
Susan McCourt	ELL Teacher	CES	Resigning January 15, 2021

Licensed Staff – Request for Leave of Absence

NAME	POSITION	BUILDING	COMMENTS
N/A			

Administrative Staff – New Hires

NAME	POSITION	BUILDING	COMMENTS
N/A			

Please Note: The following information regarding ESP employment is presented to the Board for purposes of (Information Only) and requires no action.

ESP Staff – New Hires – No Action Required

NAME	POSITION	BUILDING	COMMENTS
N/A			

ESP Staff – Transfers and Internal Hires – No Action Required

NAME	POSITION	COMMENTS
N/A		

ESP Staff – Request for Leave of Absence – No Action Required

NAME	POSITION	BUILDING	COMMENTS
N/A			

ESP Staff – Resignation/Retirements/Separation of Employment – No Action Required

NAME	POSITION	BUILDING	COMMENTS
William Dunagan	District Courier/Maintenance I	Operations	Resigning January 8, 2021

Confidential Staff – New Hires – No Action Required

NAME	POSITION	BUILDING	COMMENTS
N/A			

Confidential Staff – Resignation/Retirements/Separation of Employment – No Action Required

NAME	POSITION	BUILDING	COMMENTS
N/A			

Coaching Staff – New Hires – No Action Required

NAME	POSITION	BUILDING	COMMENTS
N/A			

Coaching Staff – Resignations/Separation of Employment – No Action Required

NAME	POSITION	BUILDING	COMMENTS
N/A			

Advertised Vacancies

Position	HRS/FTE	Building	Close Date	Comments
Educational Assistant III-SPED	7.5 Hrs	District Wide	Open Until Filled	Advertised
Substitute Bus Driver (Pool)	Substitute	Transportation	Open Until Filled	Advertised
Nutrition Services I	3.75 Hrs	District Wide	Open Until Filled	Advertised
District Courier/Maintenance I	8 Hrs	Operations	Open Until Filled	Advertised
Educational Assistant I-Duty Assistant	3.75	CWE	Open Until Filled	Advertised
ELL Teacher-Elementary	Temp .50 Hrs	CES	Open Until Filled	Advertised

TO THE OFFICE OF THE GOVERNOR, STATE OF OREGON
FROM NORTH WASCO COUNTY SCHOOL DISTRICT 21 BOARD
REGARDING STATE GUIDANCE FOR RETURN TO SCHOOL

Honorable Kate Brown	Director Pat Allen	Director Colt Gill
State of Oregon	Oregon Health Authority	Oregon Department of Education
254 State Capitol,	Salem, OR 97301	Salem, OR 97310
Salem, OR 97301		

Dear Governor Brown, Director Allen and Director Gill:

We, the members of North Wasco District 21 School Board, write to express our support and appreciation for new policy initiatives released December 23, 2020 with the aim to return students safely to in-person instruction by February 15, 2021.

The mission of the North Wasco School District #21 is to graduate all students to be college and career ready; challenging, inspiring, and empowering them to be healthy and productive citizens. It is our highest priority to provide nurturing educational environments which foster student growth and development while continuing to safeguard the health of our students, our staff and our community.

Increasingly, national and local data demonstrates educational and mental health setbacks to all students due to comprehensive distance learning. Students experiencing poverty and homelessness, students experiencing disabilities, and students learning a second language are being harmed disproportionately by comprehensive distance learning¹. The impacts of comprehensive distance learning and school closures extend beyond the student setbacks, impacting the economy, as parents stay home to supervise young children, as well as magnifying disparities and exacerbating social determinants of health.

The science of SARS-CoV-2 transmission is evolving. We now know, unlike influenza, children do not transmit the virus that causes COVID-19 at the same rate as adults². Schools are unlikely to be the primary drivers of Covid-19 infection in communities³. With social distancing, hand hygiene and face

¹ American Academy of Pediatrics COVID-19 Planning Considerations: Guidance for School Re-entry accessed online 12/18/2020

² MMWR Early Release Vol 69 Hobs, et.al: "Factors Associated with Positive SARS-CoV-2 Test Results in Outpatient Health Facilities and Emergency Departments Among Children and Adolescents" December 15, 2020

³ World Health Organization "Update 39: What we know about COVID-19 transmission in schools." accessed online 12/18/2020

coverings, K-5 schools have successfully returned to in-person learning and demonstrated they are not super-spreaders⁴ of Covid-19.

Therefore, we support the charge from Governor Brown to the ODE and OHA to put the welfare and education of children first in Oregon by adopting and enforcing measures to reduce community spread and prioritize funding for K-12 education and to manage the increased costs of in-person instruction during the pandemic.

Specifically, we endorse:

- The prioritization of the return of all students in grades K-5 and students in K-12 with special needs and ESL students with an ultimate goal of returning all students to school;
- Placing teachers and student with fragile medical conditions in the Phase 1B vaccine priority category along with essential workers;
- Providing support for rapid testing capability **for both students and staff within the local community** ~~at each school location~~ to enable identification of symptomatic students and staff;
- Prioritizing funding for a comprehensive vaccination process for all teachers, staff, students
- Allocation of funding for safety equipment to enable safe return and monitoring of students, teachers and staff. This includes PPE, rapid testing supplies, air cleaning and filtration equipment.

We will take State recommendations regarding opening under certain test positivity and case count metrics under advisement, and will review the OHA/ ODE safety procedures and protocols for appropriate application to our local district. We agree that the long-term benefits of heading off an emerging mental health and academic crisis for our students far outweighs the short-term risk of reopening schools, and look forward to this collaboration.

North Wasco County School District 21 Board

⁴ Panovska-Griffths, et.al Lancet Vol 4, Nov 2020 “Determining the optimal strategy for reopening schools, the impact of test and trace interventions, and the risk of occurrence of a second COVID-19 epidemic wave in the UK.”



North Wasco County School District #21

Office of the Superintendent

January 14th, 2021

Oregon Secretary of State, Audits Division
 255 Capitol St. NE, Suite #500
 Salem, OR 97310

Plan of Action for North Wasco County School District

North Wasco County School District respectfully submits the following corrective action plan in response to deficiencies reported in our audit of fiscal year ended June 30, 2020. The audit was completed by the independent auditing firm Friend & Reagan, P.C. and reported the deficiencies listed below. The plan of action was adopted by the governing body at their meeting on January 13th, 2021, as indicated by signatures below.

The deficiencies are listed below, including the adopted plan of action and timeframe for each.

1. Finding 2020-01 Ineffective Controls Over Bank Reconciliations (Significant Deficiency)
Condition: The District failed to maintain proper evidence and documentation that the District's policies and procedures were being followed regarding multiple bank account reconciliations.
Effect: Without proper execution of internal controls, errors or misstatements may go undetected.

Person Responsible	Action	Timeline
Kara Flath, CFO	The CFO will ensure all signatures are completed on a monthly basis in the ASB accounts.	January 2020
Principals in all Schools	Each building principal will ensure the ASB account is reconciled by the building staff and signed by the principal	January 2020

 Governing Body Chair, print name

 Signature

 Superintendent, print name

 Signature

 Chief Financial Officer, print name

 Signature

3632 West 10th Street, The Dalles, OR 97058
 541-506-3420 Fax 541-298-6018

“The North Wasco County School District is an equal opportunity educator and employer.”

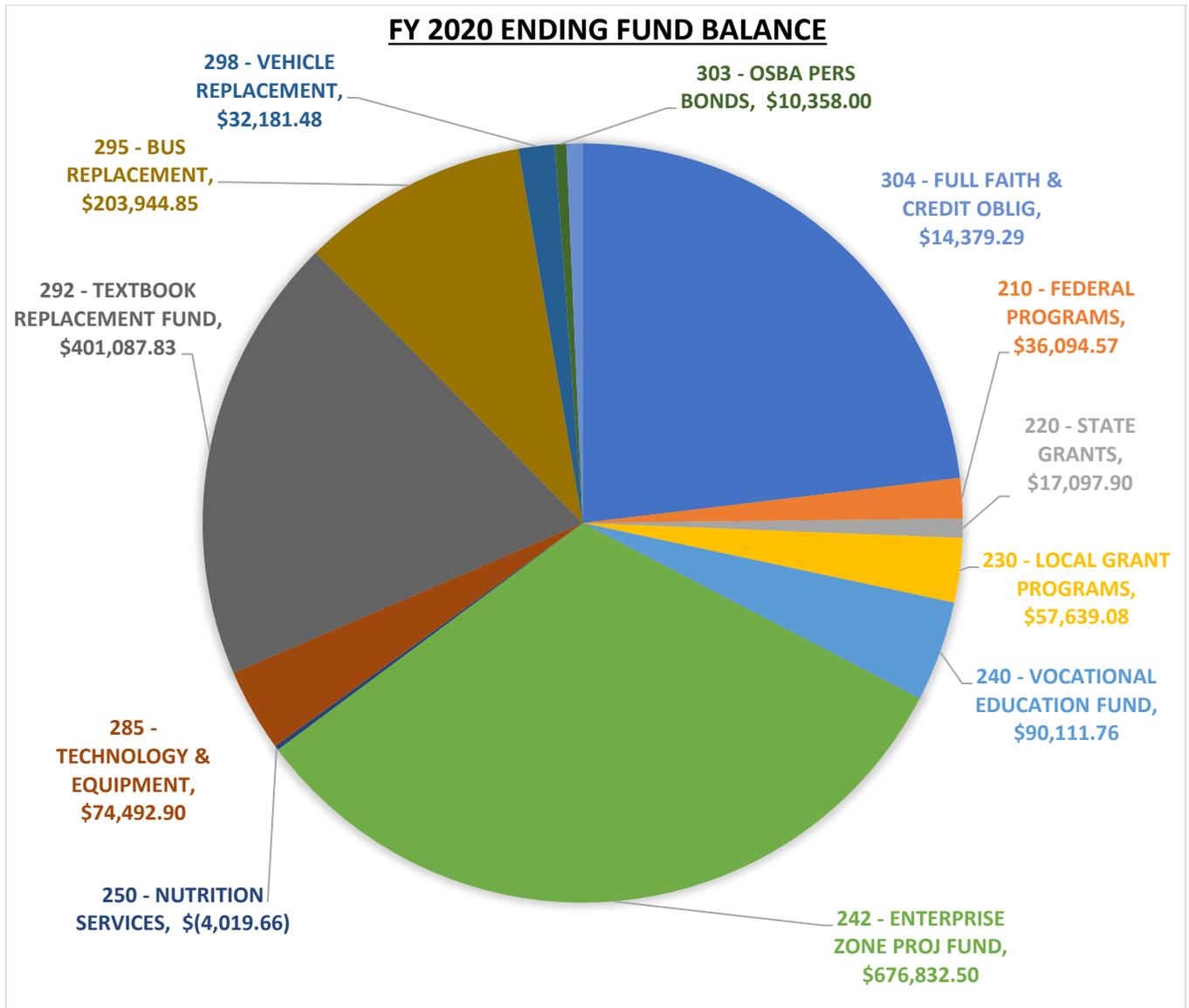


North Wasco County School District

School Year 2020 – 2021, January Financial Summary

FY 2020 Information:

The FY 2020 report is included in the final version. There were no substantial changes to the information since September's report. For visual reference, the ending fund balances were as follows:



*The only fund not included above is the student activity account.

FY 2020 Federal and State Grant Report

The following is from the schedule of federal expenditures for FY 2020:

<u>Program title (FY 2020)</u>	<u>CFDA Number</u>	<u>Grant Period</u>	<u>Grant Award</u>	<u>Amount Received</u>	<u>Amount Expended</u>
Title I-A	84.010	7/1/19-9/30/20	\$922,527	\$885,101	\$885,101
Title I-D	84.010	7/1/19-9/30/20	\$49,003	\$30,576	\$30,576
Title I-A - ESSA DSI	84.010	7/1/17-9/30/20	\$82,011	\$50,729	\$50,729
Title I-A - ESSA PTR	84.010	7/1/18-9/30/20	\$102,750	\$11,250	\$11,250
Title II-A	84.367	7/1/18-9/30/19	\$126,993	\$40,391	\$40,391
Title II-A	84.367	7/1/19-9/30/20	\$123,256	\$13,571	\$13,571
Title III	84.365	7/1/18-9/30/19	\$50,753	\$2,890	\$2,890
Title III	84.365	7/1/19-9/30/20	\$48,409	\$15,659	\$15,659
Title IV-A	84.424	7/1/19-9/30/20	\$62,260	\$82,425	\$82,425
MTSS instructional coach	84.323	1/9/18-9/30/20	\$39,066	\$17,200	\$17,200
IDEA Part B, § 611	84.027	7/1/19-9/30/21	\$525,152	\$369,669	\$369,669
IDEA-Long Term Care& Treatment (LTCT)	84.027	7/1/19-6/30/21	\$6,400	\$6,400	\$6,400
Title ID Neglected and Delinquent (LTCT)	84.013	7/1/19-6/30/21	\$11,400	\$11,400	\$11,400
Extended assessment	84.027	7/1/19-9/30/20	\$549	\$549	\$549
<u>Passed through Oregon Education Service Districts:</u>					
Columbia Regional ESD - Autism services contract			\$45,600	\$44,678	\$44,678
<u>Direct grants from US Department of Education:</u>					
Title VII Indian Education	84.060	7/1/19-9/30/20	\$40,827	\$40,827	\$40,827
Total US Department of Education			\$2,255,826	\$1,623,316	\$1,623,316
<u>Passed through the Oregon Department of Education</u>					
Commodities donated by USDA	10.555	7/1/19-6/30/20	\$98,864	\$96,540	\$96,540
School breakfast	10.553	7/1/19-6/30/20	\$261,741	\$261,702	\$261,702
School lunch	10.555	7/1/19-6/30/20	\$521,488	\$521,259	\$521,259
Supper program (CACFP)	10.558	7/1/19-6/30/20	\$64,933	\$91,731	\$91,731
Summer food service	10.559	7/1/19-6/30/20	\$246,288	\$313,558	\$313,558
<u>Passed through Wasco County, Oregon:</u>					
Federal forest fees			\$139,412	\$139,412	\$139,412
Total US Department of Agriculture			\$1,332,726	\$1,424,201	\$1,424,202
Total Federal Awards			\$3,588,552	\$3,047,517	\$3,047,517

The following is a list of state grants expenditure totals. These grants are from the Oregon Department of Education or another state agency:

<u>Program title (FY 2020)</u>	<u>Sub-grant</u>	<u>Grant Period</u>	<u>Grant Award</u>	<u>Amount Received</u>	<u>Amount Expended</u>
Chronic Absenteeism	54123	7/1/19-6/30/21	\$87,527	\$26,315	\$26,315
Farm to School	56259	7/1/19-6/30/11	\$32,892	\$2,209	\$2,209
HB 3499 EL Outcomes	55955	10/1/19-6/30/20	\$180,000	\$195,049	\$195,049
JDEP NORCOR				\$141,779	\$141,779
Long Term Care and Treatment		7/1/19-6/30/21	\$369,200	\$349,639	\$349,639
Wahtonka High School Success	53179	7/1/19-6/30/21	\$49,666	\$49,666	\$49,666
Measure 98-High School Success	53092	7/1/19-6/30/21	\$738,639	\$679,828	\$679,828
ODE Career pathway	55728	9/1/19-6/30/21	\$14,731	\$8,286	\$8,286
ODE Career pathway	55729	9/1/19-6/30/21	\$6,741	\$6,741	\$6,741
ODE Career pathway	55730	9/1/19-6/30/21	\$3,495	\$1,140	\$1,140
Outdoor School - TDMS				\$25,893	\$25,893
Outdoor School - Mosier				\$14,188	\$14,188
TAP-Facilities Assessment	52856	7/1/19-12/31/20	\$20,000	\$20,000	\$20,000
TAP-Long Range Facility Plan	52881	7/1/19-12/31/20	\$25,000	\$25,000	\$25,000
Youth Transition Program			\$86,399	\$77,682	\$77,682
<u>Total State of Oregon</u>			<u>\$1,614,291</u>	<u>\$1,623,416</u>	<u>\$1,623,416</u>

General Information for FY 2021:

As a reminder, the general fund budget is built on the expected revenues. The district is not expecting to receive revenues of \$36.8 million in general fund this year, the estimated number at this point is closer to \$34 million. To date, the district has collected \$8.3 million in current and prior year property taxes and is anticipating another \$1 million in prior and current year tax revenues. General fund expenditures and encumbrances are almost \$31.4 million. These numbers do not include other expenditure items such as utilities and supplies. The ending general fund revenues – expenditures cannot exceed the revenues receipted for the year plus the ending fund balance. Therefore, the district cannot spend more than \$34.5 million for the year, assuming the additional tax revenue and state school fund payment are paid as anticipated.

State special revenue funds are spent as the grants and programs allow and revenue received. To date the district has spent \$1.7 million in those funds and received revenues of \$700K. The district is working on claiming all the grants available. As soon as these funds are open for claims, the district will have the revenues to equal the expenses.

The nutrition services fund will always have a delay in receiving revenues because this fund is a claims reimbursement basis. Actual claim numbers show a total revenue of \$303K and expenses of \$465K. However, with the claims submitted to the Oregon Department of Education for meals provided in November and December, the total anticipated revenue is \$507K which exceeds the expenditures through December, leaving an estimated surplus of \$41K. This is due to the addition of supper meals which will add \$62K in revenues for October through December.

Questions about this report can be directed to Kara Flath, CFO, North Wasco County School District #21 at flathk@nwasco.k12.or.us.

North Wasco County School District 21

The Dalles, Oregon

Budget Calendar

Fiscal Year 2021-2022

Wednesday January 13, 2021	REGULAR SCHOOL BOARD MEETING <ul style="list-style-type: none">➤ Adopt budget calendar
Friday January 22, 2021	Budget worksheets distributed to principals and other department heads
Monday February 22, 2021	Due date for General Fund budget worksheets to be returned to the Business Office
Thursday February 25, 2021	REGULAR SCHOOL BOARD MEETING <ul style="list-style-type: none">➤ Select and appoint any new Budget Committee members
Friday March 5, 2021	Due date for Special Revenue funds, Debt Service funds and Capital Project funds budget worksheets to be submitted to Business Office
Friday March 5, 2021	Anticipated date for receipt of preliminary State School Fund estimate
Friday April 9, 2021	Publish Notice of the First Meeting of the Budget Committee in <i>Columbia Gorge News (formerly The Dalles Chronicle)</i> (ORS 294.401) and place meeting schedule on district website. (Notice to be published 5 to 30 days prior to the first meeting)
Friday April 23, 2021	Target date for the Business Office to complete draft of Proposed Budget Document
Tuesday April 27, 2021	FIRST BUDGET COMMITTEE MEETING <ul style="list-style-type: none">➤ Elect presiding officers➤ Receive Budget Message and Proposed Budget Document➤ Receive questions and comments from citizens
Tuesday May 4, 2021	SECOND BUDGET COMMITTEE MEETING (IF NEEDED) <ul style="list-style-type: none">➤ Budget Committee holds public meeting
Monday May 10, 2021	THIRD BUDGET COMMITTEE MEETING (IF NEEDED) <ul style="list-style-type: none">➤ Budget Committee holds public meeting

North Wasco County School District 21

The Dalles, Oregon

**Friday
May 21, 2021**

Mail planned public improvements summary (form WH-118) included in approved Budget Document for projects estimated to cost more than \$50,000 to the Commission of Labor, Bureau of Labor & Industries (ORS 279.023)

**Friday
May 21, 2021**

Publish Notice of Budget Hearing in *Columbia Gorge News* (formerly *The Dalles Chronicle*) (ORS 294.421) (Notice to be published not less than 5 or more than 30 days prior to the hearing)

**Thursday
June 17, 2021**

REGULAR SCHOOL MEETING

- **Public hearing on the FY 2020-21 budget**
- **Approve resolution to adopt the budget, make appropriations, impose and categorize taxes**

**Wednesday
July 14, 2021**

Deadline for submission of tax certification form (ED-50) and resolutions to the Wasco County Assessor and copy of budget to Oregon Department of Education

**Friday
August 13, 2021**

Deadline for electronic submission of budgeted revenues and expenditures to Oregon Department of Education

**Thursday
September 30, 2021**

Deadline for submission of Budget Document to Wasco County Clerk

NORTH WASCO COUNTY SCHOOL DISTRICT

FY 2021 Expenditure Status Report

For the month ending December 31st, 2021*

DESCRIPTION	Budget	Year to Date	Encumbrances	Balance	% Budget Expended
100 General Fund					
1000 - Instruction	20,975,768	6,878,146	11,410,885	2,686,737	32.79%
2000 - Support Services	13,717,049	5,796,208	6,437,874	1,482,967	42.26%
5000 - Debt Service & Fund Transfers	870,000	870,000	-	-	100.00%
6000 - Contingency	300,000	-	-	300,000	0.00%
7000 - Unappropriated Ending Fund Balance	1,000,000	-	-	1,000,000	0.00%
Totals	36,862,817	13,544,354	17,848,759	5,469,704	36.74%
210-242 Special Revenue Funds					
1000 - Instruction	4,315,172	1,210,992	1,702,034	1,402,146	28.06%
2000 - Support Services	2,928,237	500,700	191,233	2,236,304	17.10%
3000 - Enterprise & Community Services	149,609	18,357	1,396	129,856	12.27%
4000 - Capital Outlay	2,276,980	420	-	2,276,560	0.02%
7000 - Unappropriated Ending Fund Balance	45,000	-	-	45,000	0.00%
Totals	9,714,998	1,730,469	1,894,663	6,089,866	17.81%
250 Nutrition Services Fund					
3000 - Enterprise & Community Services	1,586,288	465,627	385,834	734,827	29.35%
Totals	1,586,288	465,627	385,834	734,827	29.35%
285 Technology Fund					
1000 - Instruction	-	-	-	-	0.00%
2000 - Support Services	160,000	36,463	5,803	117,734	22.79%
Totals	160,000	36,463	5,803	117,734	22.79%
292-298 Replacement Funds					
1000 - Instruction	480,000	2,135	800	477,065	0.44%
2000 - Support Services	488,000	423,636	-	64,364	86.81%
7000 - Unappropriated Ending Fund Balance	178,500	-	-	178,500	0.00%
Totals	1,146,500	425,771	800	719,929	37.14%
302-304 Debt Service Funds					
5000 - Debt Service & Fund Transfers	2,053,193	87,981	-	1,965,212	4.29%
7000 - Unappropriated Ending Fund Balance	13,137	-	-	13,137	0.00%
Totals	2,066,330	87,981	-	1,978,349	4.26%
Total All Funds	51,536,933	16,290,665	20,135,859	15,110,409	31.61%

NOTE: Student Body Funds (290) are not included on this report. Reported on annual audit only.

NORTH WASCO COUNTY SCHOOL DISTRICT

FY 2021 Financial Statements*

For the month ending December 31st, 2021*

Balance Sheet	General Fund	State Special Revenues	Nutrition Services	Technology Fund	Replacement Funds	Debt Service Funds	Totals
---------------	--------------	------------------------	--------------------	-----------------	-------------------	--------------------	--------

ASSETS:							
Cash & Investments	7,642,059	(446,433)	(168,674)	138,030	605,275	1,369,357	9,139,614
Accounts Receivable	1,016,881	240,000	2,391				1,259,272
Inventory/Prepaid expense	334,845	45,000	2,325				382,170
Total Assets	8,993,785	(161,433)	(163,958)	138,030	605,275	1,369,357	10,781,056

LIABILITIES:							
Accounts Payable	-	-					-
Payroll Liabilities	341,902	-	-				341,902
Deferred Revenue	596,907	-	2,751				599,658
Total Liabilities	938,809	-	2,751	-	-	-	941,560

FUND BALANCE:							
Total Fund Balance	8,054,976	(161,433)	(166,709)	138,030	605,275	1,369,357	9,839,496

Revenues & Expenditures: 2020-21 Year to Date							
Beginning Fund Balance	486,170	877,775	(4,019)	74,493	637,213	24,737	2,096,369
Year to Date Revenues	21,113,160	691,261	302,937	100,000	393,833	1,432,601	24,033,792
Year to Date Expenditures	13,544,354	1,730,469	465,627	36,463	425,771	87,981	16,290,665
Year to Date Net Income (Loss)	7,568,806	(1,039,208)	(162,690)	63,537	(31,938)	1,344,620	7,743,127
Ending Fund Balance	8,054,976	(161,433)	(166,709)	138,030	605,275	1,369,357	9,839,496

NORTH WASCO COUNTY SCHOOL DISTRICT

FY 2021 Expenditure Status Report

For the month ending December 31st, 2021*

Fund	Beginning Fund Balance	Budgeted Revenue	Revenue Collected YTD	% Collected	Projected Revenue	Total Budget	Expended YTD	Encumbered	Projected Expenditures	% of Budget Expended	Revenue - Expenditures YTD	Projected Ending Fund Balance
100 - GENERAL FUND	\$ 486,169	\$36,862,817	\$21,113,160	57.27%	\$34,404,602.47	\$ 36,862,817	\$13,544,354	\$ 17,848,759	\$ 31,393,113	36.74%	\$ 7,568,806	\$ 3,497,658
210 - FEDERAL PROGRAMS	\$ 36,095	\$ 3,157,732	\$ 503,297	15.94%	\$ 3,157,732	\$ 3,157,732	\$ 1,055,730	\$ 1,295,791	\$ 2,351,521	33.43%	\$ (552,433)	\$ 842,306
220 - STATE GRANTS	\$ 17,098	\$ 5,738,965	\$ 187,516	3.27%	\$ 4,001,965	\$ 5,738,965	\$ 550,200	\$ 598,872	\$ 1,149,072	9.59%	\$ (362,684)	\$ 2,869,991
230 - LOCAL GRANT PROGRAMS	\$ 57,639	\$ 50,000	\$ -	0.00%	\$ -	\$ 50,000	\$ -	\$ -	\$ -	0.00%	\$ -	\$ 57,639
240 - VOCATIONAL EDUCATION FUND	\$ 90,112	\$ 91,500	\$ 449	0.49%	\$ 449	\$ 91,500	\$ -	\$ -	\$ -	0.00%	\$ 449	\$ 90,561
242 - ENTERPRISE ZONE PROJ FUND	\$ 676,833	\$ 676,800	\$ -	0.00%	\$ 240,000	\$ 676,800	\$ 124,540	\$ -	\$ 124,540	18.40%	\$ (124,540)	\$ 792,293
250 - NUTRITION SERVICES	\$ (4,020)	\$ 1,586,288	\$ 302,937	19.10%	\$ 1,283,352.00	\$ 1,586,288	\$ 465,627	\$ 385,834	\$ 851,461	29.35%	\$ (162,690)	\$ 427,871
285 - TECHNOLOGY & EQUIPMENT	\$ 74,493	\$ 160,000	\$ 100,000	62.50%	\$ 100,000	\$ 160,000	\$ 36,463	\$ 5,803	\$ 42,266	22.79%	\$ 63,537	\$ 132,227
292 - TEXTBOOK REPLACEMENT FUND	\$ 401,088	\$ 560,000	\$ 152,650	27.26%	\$ 152,650	\$ 560,000	\$ 2,135	\$ 800	\$ 2,935	0.38%	\$ 150,515	\$ 550,803
295 - BUS REPLACEMENT	\$ 203,945	\$ 533,500	\$ 220,935	41.41%	\$ 220,935	\$ 533,500	\$ 423,636	\$ -	\$ 423,636	79.41%	\$ (202,701)	\$ 1,244
298 - VEHICLE REPLACEMENT	\$ 32,181	\$ 53,000	\$ 20,248	38.20%	\$ 20,248	\$ 53,000	\$ -	\$ -	\$ -	0.00%	\$ 20,248	\$ 52,429
303 - OSBA PERS BONDS	\$ 10,358	\$ 1,672,230	\$ 1,052,601	62.95%	\$ 1,661,872	\$ 1,672,230	\$ -	\$ -	\$ 1,672,230	0.00%	\$ 1,052,601	\$ -
304 - FULL FAITH & CREDIT OBLIG	\$ 14,379	\$ 394,100	\$ 380,000	96.42%	\$ 380,000	\$ 394,100	\$ 87,981	\$ -	\$ 87,981	22.32%	\$ 292,019	\$ 306,398
Total All Funds	\$2,096,370	\$51,536,932	\$24,033,793	46.63%	\$ 45,623,805	\$ 51,536,932	\$16,290,666	\$ 20,135,859	\$ 38,098,755	31.61%	\$ 7,743,127	\$ 9,621,420

NOTE: Student Body Funds (290) are not included on this report. Reported on annual audit only.

NORTH WASCO COUNTY SCHOOL DISTRICT

Financial Statements* As of 12/31/20

June 30, 2020

Balance Sheet	General Fund	Special Revenue Funds	Nutrition Services Fund	Technology Fund	Replacement Funds	Debt Service Funds	Totals
ASSETS:							
Cash & Investments	1,099,300	(598,050)	(51,840)	74,493	637,213	24,737	1,185,853
Accounts Receivable	3,270,659	1,435,579	99,433		-	-	4,805,671
Inventory/Prepaid expense	315,995	45,000	3,560	-	-	-	364,555
Total Assets	4,685,954	882,529	51,153	74,493	637,213	24,737	6,356,079
LIABILITIES:							
Accounts Payable	266,163	4,754	51,187	-	-	-	322,104
Payroll Liabilities	3,424,323	-	-	-	-	-	3,424,323
Deferred Revenue	509,298	-	3,985	-	-	-	513,283
Total Liabilities	4,199,784	4,754	55,172	-	-	-	4,259,710
FUND BALANCE:							
Total Fund Balance	486,170	877,775	(4,019)	74,493	637,213	24,737	2,096,369
Revenues & Expenditures: 2019-20 Year to Date							
Beginning Fund Balance	1,960,243	618,855	30,459	49,385	352,659	714,517	3,726,118
Year to Date Revenues	33,478,644	3,468,909	1,376,634	100,000	290,357	3,806,957	42,521,501
Year to Date Expenditures	34,952,717	3,209,989	1,411,112	74,892	5,803	4,496,737	44,151,250
Year to Date Net Income (Loss)	(1,474,073)	258,920	(34,478)	25,108	284,554	(689,780)	(1,629,749)
Ending Fund Balance	486,170	877,775	(4,019)	74,493	637,213	24,737	2,096,369

**These numbers are as of 12/31/2020; THESE NUMBERS ARE FINAL.*

NORTH WASCO COUNTY SCHOOL DISTRICT

Expenditure Status Report

For the twelve months ending June 30, 2020*

DESCRIPTION	Budget	Year to Date Expenditures	Encumbrances	Balance
100 General Fund				
1000 - Instruction	20,642,966	19,847,703	-	795,263
2000 - Support Services	12,888,189	12,761,982	-	126,207
5000 - Debt Service & Fund Transfers	2,351,000	2,343,032	-	7,968
6000 - Contingency	300,000	-	-	300,000
7000 - Unappropriated Ending Fund Balance	1,000,000	-	-	1,000,000
Totals	\$ 37,182,155	\$ 34,952,717	\$ -	\$ 2,229,438
210-242 Special Revenue Funds				
1000 - Instruction	2,924,368	2,462,037	-	462,331
2000 - Support Services	1,536,256	704,604	-	831,652
3000 - Enterprise & Community Services	90,755	43,348	-	47,407
7000 - Unappropriated Ending Fund Balance	45,000	-	-	45,000
Totals	\$ 4,596,379	\$ 3,209,989	\$ -	\$ 1,386,390
250 Nutrition Services Fund				
3000 - Enterprise & Community Services	1,541,488	1,411,112	-	130,376
Totals	\$ 1,541,488	\$ 1,411,112	\$ -	\$ 130,376
285 Technology Fund				
1000 - Instruction	-	-	-	-
2000 - Support Services	160,000	74,892	-	85,108
Totals	\$ 160,000	\$ 74,892	\$ -	\$ 85,108
292-298 Replacement Funds				
1000 - Instruction	225,000	5,803	-	219,197
2000 - Support Services	241,400	-	-	241,400
7000 - Unappropriated Ending Fund Balance	180,000	-	-	180,000
Totals	\$ 646,400	\$ 5,803	\$ -	\$ 640,597
302-304 Debt Service Funds				
5000 - Debt Service & Fund Transfers	3,859,443	4,496,737	-	(637,294)
7000 - Unappropriated Ending Fund Balance	14,352	-	-	14,352
Totals	\$ 3,873,795	\$ 4,496,737	\$ -	\$ (622,942)
Total All Funds	\$ 48,000,217	\$ 44,151,250	\$ -	\$ 3,848,967

**These numbers are as of 12/31/2020; THESE NUMBERS ARE FINAL.*

NOTE: Student Body Funds (290) are not included on this report. Reported on annual audit only.



North Wasco County School District

School Year 2020 – 2021, January Enrollment Summary

School Year 2020 - 2021	Chenowith	Col. Wright	Dry Hollow	Mosier	TDMS	TDHS	RCS	D21 K-8	D21 9-12	Total
July 15							20			20
August 14							20			20
September 22	396	253	423	185	618	862	30	45	38	2,850
October 1	380	253	421	183	600	833	30	51	36	2,787
November 2	372	256	419	185	599	829	30	70	38	2,798
December 1	367	249	421	185	596	823	24	81	44	2,790
January 1	360	247	418	182	593	807	26	87	51	2,771
February 1										
March 1										
April 1										
May 1										
June 1										

Average	375	252	420	184	601	831	28	67	41	2,799
----------------	------------	------------	------------	------------	------------	------------	-----------	-----------	-----------	--------------

Peak	396	256	423	185	618	862	30	87	51	2,908
-------------	------------	------------	------------	------------	------------	------------	-----------	-----------	-----------	--------------

Average 2019 - 2020	420	319	455	192	671	813	30		36	2,936
Avg Change 2021-2020	(45)	(68)	(35)	(8)	(69)	18	(2)	67	5	(137)
Peak 2019 - 2020	430	328	462	198	681	841	42		42	3,000
Peak Change 2021-2020	(34)	(72)	(39)	(13)	(63)	21	(12)	87	9	(92)

Enrollment Summary by Building and Grade as of 12/30/2020														
Name	K	1	2	3	4	5	6	7	8	9	10	11	12	Totals
Chenoweth Elementary	78	53	56	61	56	56	0	0	0	0	0	0	0	360
Colonel Wright Elementary	43	42	35	35	48	44	0	0	0	0	0	0	0	247
D21 K-8 Virtual Academy	7	11	14	12	10	9	8	10	6	0	0	0	0	87
D21 Virtual Academy	0	0	0	0	0	0	0	0	0	6	2	16	27	51
Dry Hollow Elementary	71	62	61	61	75	88	0	0	0	0	0	0	0	418
Mosier Community School	20	23	19	19	22	20	25	22	12	0	0	0	0	182
The Dalles High School	0	0	0	0	0	0	0	0	0	236	209	181	181	807
The Dalles Middle School	0	0	0	0	0	0	194	211	188	0	0	0	0	593
Riverbend Community School	0	0	0	0	0	0	0	0	0	5	6	7	8	26
Totals	219	191	185	188	211	217	227	243	206	247	217	204	216	2,771

2019 - 2020 Totals	231	200	208	231	233	241	268	211	251	226	213	233	239	2,985
2021 – 2020 Differences	(12)	(9)	(23)	(43)	(22)	(24)	(41)	32	(45)	21	4	(29)	(23)	(214)

Weighted Historical Data:

Category	Weight	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2019-2020 (Budgeted)
ADMr	1.00	3,029.98	3,034.38	2,969.00	2,916.79	2,906.95	2,990.00
Students in ESL	0.50	215.35	213.72	186.67	177.27	184.77	205.00
Students Pregnant and parenting	1.00	3.87	0.43	1.77	3.21	0.00	5.00
IEP Students Capped at 11%	1.00	333.30	333.78	326.59	320.85	319.76	328.90
<i>~Students on IEP above 11%</i>	1.00	38.90	33.50	46.90	34.80	34.80	34.80
Students in Poverty	0.25	165.31	172.75	145.57	140.21	133.22	137.03
Students in Foster Care & Neglected/Delinquent	0.25	23.00	17.75	19.50	13.75	11.25	11.25
*Remove Elementary	1.00	31.01	33.92	37.62	47.57	47.57	47.57
Small High School	1.00	0.00	0.00	0.00	0.00	0.00	0.00
Post Graduate	(0.25)	0.00	0.00	0.00	0.00	0.00	0.00
Totals		3,840.23	3,840.23	3,733.62	3,654.45	3,638.32	3,759.55

*Remote Elementary is limited to Mosier Charter School

~Students on IEP above 11% are funded with high cost placements and not an actual automatic adjustment to the state funding.

Note: All the numbers above include all district enrollments, charter schools and district managed schools.

Equal Educational Opportunity

Every student of the district will be given equal educational opportunities regardless of age, sex, sexual orientation¹, race, religion, color, national origin, disability or marital status, **familial status, 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 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 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.

~~If a student feels there has been a violation of this policy, he/she should contact the building principal or the superintendent. If the problem cannot be resolved in an informal manner, a formal complaint may be filed as provided in GBM/KL – Complaint Procedure or by contacting the Regional Civil Rights Director, U.S. Department of Education, Office for Civil Rights, Region X, 915 2nd Ave., Room 3310, Seattle, WA 98174-1099.~~

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

END OF POLICY

Legal Reference(s):

ORS 192.630
ORS 174.100

<u>ORS 326.051</u>	<u>OAR 839-003-0000</u>	
<u>ORS 329.025</u>	ORS Chapter 659	
<u>ORS 329.035</u>	ORS Chapter 659A	<u>ORS 659.850</u>
<u>ORS 332.107</u>	<u>ORS 659.852</u>	
<u>ORS 336.067</u>	<u>OAR 581-021-0045</u>	<u>ORS 659A.003</u>
<u>ORS 336.082</u>	<u>OAR 581-021-0046</u>	<u>ORS 659A.006</u>
<u>ORS 336.086</u>	<u>OAR 581-022-1140</u>	<u>ORS 659A.030</u>
<u>ORS 342.123</u>	<u>ORS 659A. 103- 659A 145</u>	
<u>ORS 659A.400</u>	<u>ORS 659A. 403</u>	<u>ORS 659A. 406</u>
<u>OAR 581-022-2310</u>		

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2006~~2018~~); 28 C.F.R. §§ 42.101-42.106 (2019)
 Rehabilitation Act of 1973, 29 U.S.C. §§ 791, 793-794 (2018); 34 C.F.R. Part 104 (2019).
 Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683, 1701, 1703-1705 (2018); Nondiscrimination on the
 Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).
 Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35
 (2019).
 Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12333 (2018).

¹Sexual 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.

North Wasco County School District 21

Code: JFCM
 Adopted: 6/8/00
 Revised/Readopted: 6/9/04; 3/2/17

Threats of Violence**

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

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

Students found in violation of this policy shall be subject to discipline up to and including expulsion. **The ~~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 **building** principal shall, in determining appropriate disciplinary action, consider:

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

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

The ~~superintendent or designee~~ principal shall **attempt to notify**:

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

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

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

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

END OF POLICY

Legal Reference(s):

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

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

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

Gun-Free School Zones Act of 1990, 18 U.S.C. §§ 921(a)(25)-(26), 922(q) (2018).

Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400-1419 (2018).

Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g (2018); Family Educational Rights and Privacy, 34 C.F.R. Part 99 (2019).

Code: **GCBDA/ GDBDA-AR(1)**
Adopted: 9/14/00
Revised/Readopted: 10/9/08; 10/24/13; 12/17/15;
7/6/17
Orig. Code(s): The Dalles
GCBDA/GDBDA-AR

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

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

1. 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.

¹The 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.

In determining that 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 (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.

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 leave² (separate from eligible leave as a result of the child's serious health condition):
 - a) Bonding with and the care for the employee's newborn (within 12 months following birth);
 - b) Bonding with and the care for a newly adopted or newly placed foster child under the age of 18 (within 12 months of placement);
 - c) Care for a newly adopted or newly placed foster child over 18 years of age who is incapable of self-care because of a physical or mental impairment (within 12 months of placement);
 - d) Time to effectuate the legal process required for placement of a foster child or the adoption of a child.
3. Sick Child Leave: leave for non-serious health conditions of the employee's child. **For OFLA, sick child leave includes absence to care for an employee's child whose school or child care provider has been closed³ in conjunction with a statewide public health emergency declared by a public health official.⁴**
4. Bereavement Leave: leave related to the death of a covered family member⁵.

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.

The eligibility of an employee who takes multiple leaves for different qualified reasons during the same district designated leave period may be reconfirmed at the start of each qualified leave requested.

Definitions

1. Family member:
 - a. For the purposes of FMLA, "family member" means:
 - 1) Spouse⁶
 - 2) Parent;
 - 3) Child; or
 - 4) Persons who are "in loco parentis".
 - b. For the purposes of OFLA, "family member" means:
 - 1) Spouse;
 - 2) Registered, same-gender domestic partner;
 - 3) Parent;
 - 4) Parent-in-law;
 - 5) Parent of employee's registered, same-gender domestic partner;
 - 6) Child;
 - 7) Child of employee's registered, same-gender domestic partner;

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

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

⁶ The district may request verification of the need for sick child leave due to a closure during a statewide emergency. Verification may include:

1. The name of the child being cared for;
2. The name of the school or child care provider that has closed or become unavailable; and
3. A statement from the employee that no other family member of the child is willing and able to care for the child.

With the care of a child older than 14, a statement that special circumstances exist requiring the employee to provide care to the child during daylight hours.

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

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

- 8) Grandchild;
- 9) Grandparent; or
- 10) Persons who are “in loco parentis”.

2. Child:

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

3. In loco parentis:

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

4. Next of kin:

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

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

5. Covered servicemembers:

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

6. Covered veteran:

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

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

Leave Period

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

Length of Leave Duration

For the purposes of FMLA, an eligible employee is generally entitled to a total of 12 weeks of qualified leave during the district’s designated leave period⁷.

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

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

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

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

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

⁸Sick 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.

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

For the purpose of tracking the number of leave hours an eligible employee is entitled and/or has used during each week of the employee's leave, leave entitlement is calculated by multiplying the number of hours the eligible employee normally works per week by 12¹⁰. If an employee's schedule varies from week-to-week, a weekly average of the hours worked over the 12 weeks worked prior to the beginning of the leave period shall be used for calculating the employee's normal workweek¹¹³. 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 paid leave available. To do so would result in the loss of exemption under state law.

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

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

Alternate Work Assignment

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

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

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

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

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 setting. Athletic coaches, driving instructors and special education assistants, such as interpreters for the hearing impaired, are included in this definition. This definition does not apply to teacher assistants or aides, counselors, psychologist, curriculum specialists, cafeteria workers, maintenance workers or bus drivers.

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

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

1. Foreseeable Intermittent Leave Exceeding 20 Percent of Working Days

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

- a) Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- b) Temporarily transfer the eligible school employee to an alternate position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than the employee's original position.

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

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

- a) When the qualified leave begins more than five weeks before the end of the school year:
 - 1) For the purposes of FMLA leave, the eligible school employee may be required to continue taking leave until the end of the school year provided:
 - a) The leave will last at least three weeks; and
 - b) The employee would return to work during the three-week period before the end of the term.
 - 2) For the purposes of OFLA leave, if the reason for the leave is because of the eligible school employee's own serious health condition, the eligible school employee may be required to remain in leave until the end of the school year, provided:
 - a) The leave will last at least three weeks; and
 - b) The employee's return to work would occur within three weeks of the end of the school year.
- b.) For the purposes of FMLA and/or OFLA leave, when the qualified leave begins within five weeks of the end of the school year and the purpose of such leave is parental leave, for the serious health condition of a family member or for the serious health condition of a servicemember, the eligible school employee may be required to remain on leave until the end of the school year provided:
 - 1) The leave will last more than two weeks; and
 - 2) The employee would return to work during the two-week period before the end of the school year.
- c.) For the purposes of FMLA and/or OFLA leave, when the qualified leave begins within three weeks of the end of the school year and the purpose of such leave is parental leave, for the serious health condition of a family member or for the serious health condition of a servicemember, the eligible school employee may be required to remain on leave until the end of the school year provided the length of the leave will last more than five working days. If the district requires an eligible school employee to remain on leave until the end of the school year as described above, additional leave required by the employer until the end of the school year shall not count against the eligible school employee's leave entitlement.

Paid/Unpaid Leave

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

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

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

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

Benefits and Insurance

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

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

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

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

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

Fitness for Duty Certification

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

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

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

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

Application

Under federal and state law, an 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, 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 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 personnel director.

Record Keeping

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 requirement. 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 active duty 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 service member during a single 12-month period. A covered service member 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 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 a '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 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 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a

regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

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

Substitution of Paid Leave for Unpaid Leave

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

Employee Responsibilities

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

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

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

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

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

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

For additional information:

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

WWW.WAGEHOUR.DOL.GOV

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

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 spouse¹, 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, ~~son, daughter~~ **child** or parent in the Armed Forces on covered active duty, or in the National Guard or Reserves on covered active duty;

¹"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.

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, ~~son, daughter~~ **child**, parent or next of kin;
9. _____ For the death of a family member (OFLA only).

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.² The district will use a fixed 12-month “leave year” (July-June). 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 to care for a qualifying service member.

Also, your health benefits under FMLA must be maintained during any period of unpaid leave under the same conditions as if you continued to work. You must be reinstated to the same or in some cases, under state or federal law, to an equivalent job with the same pay, benefits and terms and conditions of employment on your return from leave. The district is not required to maintain benefits during OFLA unless provided otherwise by Board policy or collective bargaining agreement; however, all such benefits will be restored in full upon your return to the district.

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/OFLA leave.

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

1. You are eligible not eligible for leave under the FMLA, OFLA or both.
2. The requested leave may be counted against your annual FMLA leave entitlement, OFLA both.
3. You will will not be required to furnish medical certification of a serious health condition. If required, you must furnish 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*)

²Oregon Military Family Leave Act allows for 14 days of leave per deployment.

- 5a. If you normally pay a portion of the premiums for your health insurance, these payments will continue during the period of FMLA/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.)*
- 5b. If the district pays any part of your share of disability, life or other insurance benefits while on OFLA or FMLA leave the district may deduct up to 10 percent of your gross pay each pay period after your return to work until the amount is repaid (OFLA leave only).
- 5c. You have a minimum 30-day *(or, 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 cancelled. 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 FMLA /OFLA leave as provided by Board policy and/or collective bargaining agreement, and recover these payments from you upon your return to work. We will will not pay your share of health insurance premiums while you are on FMLA and/or OFLA leave.
- 5d. 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.
- 5e. 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 Section 104 (c)(2)(B) of the FMLA.
6. You will be required to present a fitness-for-duty certificate 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 certificate 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.
- 7a. You are are not a “key employee” as described in Section 825.218 of the FMLA regulations. If you are a “key employee,” restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us. (FMLA leave only.)

- 7b. 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 Section 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.