

Mapleton School District 32

Code: **FA**
Adopted: 7/12/01
Readopted: 12/18/13
Orig. Code(s): FA

Facilities Development Goals

To provide and maintain facilities that offer the best possible physical environment for learning and working, the Board, in consultation with the superintendent and in consideration of the input from staff, parents and the community, aims specifically toward:

1. Providing buildings and renovations that will accommodate and facilitate those new organizational and instructional patterns that support the district's educational philosophy and instructional goals;
2. Meeting all safety requirements through the remodeling of older structures;
3. Providing such building renovations as needed to meet state and federal requirements on the accessibility and usability of facilities to persons with disabilities;
4. Building design, construction and renovation that will lend themselves to low maintenance costs and the conservation of energy.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

[ORS 332.155](#)

[OAR 437-001-0760](#)

[OAR 437-002-0020 to -0075](#)

[OAR 581-022-1530](#)

Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629 (2006); Asbestos Hazard Emergency Response Act of 1986, 15 U.S.C. §§ 2641-2656 (2006).

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2006); 28 C.F.R. Part 35 (2006).
Americans with Disabilities Act Amendments Act of 2008.

Cross Reference(s):

EB - Safety Program

ECF - Energy Conservation

FECBA - Energy-Conserving Construction

Mapleton School District 32

Code: **FEB**
Adopted: 7/12/01
Readopted: 12/18/13
Orig. Code(s): FEB

Selection of Architect

The Board will employ a licensed architect to design the plans of each proposed building, building addition or extensive renovation.

In selecting architects, the following criteria shall include, but not be limited to:

1. Experience in school construction;
2. Evidence of relevant experience in the design and construction of facilities that provide appropriate accessibility and usability for persons with disabilities;
3. Creative design ability;
4. Technical knowledge to control the design so that the best results are obtained for the least amount of money;
5. Executive and business ability to oversee the proper performance of contracts;
6. Proven ability in all of the major phases of planning and construction: predesign planning, schematic design, design development, bidding, construction;
7. Ability and temperament to work cooperatively with others; willingness to consult with staff on educational specifications;
8. Extent and experience of architectural staff in relation to the scope of the planned project.

The architect will be selected by the Board on the basis of the above criteria and will be employed under a contract.

END OF POLICY

Legal Reference(s):

[ORS Chapters 279A, 279B and 279C](#)

[ORS 332.107](#)

[ORS 455.642](#)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2006); 28 C.F.R. Part 35 (2006).
Americans with Disabilities Act Amendments Act of 2008.

Mapleton School District 32

Code: **FEF/FEFB**
Adopted: 7/12/01
Readopted: 12/18/13
Orig. Code(s): FEF/FEFB

Construction Contracts - Bidding and Awards

The Board will serve as its own contract review board.

The Board will procure contracts for construction or renovation of facilities according to the provisions of state law and Oregon Administrative Rules. Pre-qualification of bidders may be required by the district.

Contractors shall be registered as required by Oregon law.

For every contract for which a bond is required, a bond with good and sufficient sureties will be required of the contractor. The purpose of the bond is to assure:

1. The obligations of the contract are faithfully performed;
2. Payment is promptly made to all persons supplying labor or materials to the contractor or subcontractor for the work provided in the contract;
3. All contributions for workers' compensation and unemployment insurance are made promptly;
4. All sums required to be deducted and retained from the contractor's and subcontractor's employees' wages are paid.

END OF POLICY

Legal Reference(s):

[ORS Chapters 279A, 279B](#) and [279C](#)

Cross Reference(s):

DJ - District Purchasing
DJC - Bidding Requirements

Mapleton School District 32

Code: **GA**
Adopted: 7/12/01
Readopted: 12/18/13
Orig. Code(s): GA

Personnel Policies Goals

The Board recognizes that a dynamic, competent and efficient staff dedicated to education is necessary to maintain a constantly improving educational program. The Board is interested in its personnel as individuals, and it recognizes its responsibility for promoting general staff welfare.

The Board's specific personnel goals are:

1. To recruit, select and employ the best qualified personnel to staff the school system;
2. To provide staff compensation and benefits programs sufficient to attract and retain qualified employees;
3. To provide an in-service training program for all employees as approved by the Board;
4. To conduct an employee evaluation program that will contribute to the continuous improvement of staff performance;
5. To assign personnel so as to ensure they are used as effectively as possible;
6. To develop and maintain the morale necessary to obtain maximum staff performance and satisfaction.

END OF POLICY

Legal Reference(s):

[ORS 332.505](#)

[ORS 342.850](#)

[OAR 581-022-1720](#)

Mapleton School District 32

Code: **GBB**
Adopted: 7/12/01
Readopted: 12/18/13
Orig. Code(s): GBB

Staff Involvement in Decision Making

The Board will encourage employees to contribute their ideas for the betterment of the district. The staff may be invited to help in developing policies and regulations, in establishing goals and objectives, and in planning curriculum, services, budget and facilities.

In devising rules and procedures for the operation of the schools, administrators encourage the suggestions of those employees who will be affected by such provisions. The professional staff will be given opportunities to contribute to curriculum development and to recommend policies and regulations pertaining to students and instruction.

The superintendent will develop channels for the communication of ideas among staff, administrators and Board members, and will inform the Board of staff opinion when presenting recommendations for Board actions.

END OF POLICY

Legal Reference(s):

[ORS 329.704](#)

[OAR 581-022-1720](#)

Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).
Connick v. Myers, 461 U.S. 138 (1983).

Staff Health and Safety – Safety Rules

Employees shall conduct their work in compliance with the safety rules of the district such as:

1. All injuries shall be reported immediately to the person in charge or other responsible representative of the district;
2. It is the duty of all employees to make full use of safeguards provided for their protection. It shall be the employee's responsibility to abide by and perform the following requirements:
 - a. An employee shall not operate a machine unless guard or method of guarding is in good condition, working order, in place and operative;
 - b. An employee shall stop the machine or moving parts and properly tag-out or lock-out the starting control before oiling, adjusting or repairing, except when such machine is provided with means of oiling or adjusting that will prevent possibility of hazardous contact with moving parts;
 - c. An employee shall not remove guards or render methods of guarding inoperative except for the purpose of adjustment, oiling, repair or setting up a new job;
 - d. Employees shall report to their supervisor any guard or method of guarding that is not properly adjusted or not accomplishing its intended function;
 - e. Employees shall not use their hands or any portion of their bodies to reach between moving parts or to remove jams, hang-ups, etc. (Use hook, stick, tong, jig or other accessory.);
 - f. Employees shall not work under objects being supported that could accidentally fall (such as loads supported by jacks, the raised body of a dump truck, etc.) until such objects are properly blocked or shored;
 - g. Employees shall not use defective tools or equipment. No tool or piece of equipment should be used for any purpose for which it is not suited, and none should be abused by straining beyond its safe working load.
3. Employees shall not remove, deface or destroy any warning, danger sign or barricade, or interfere with any other form of accident prevention device or practice provided which they are using, or which is being used by any other worker;
4. Employees must not work underneath or over others thereby exposing them to a hazard without first notifying the other employee(s) or seeing that proper safeguards or precautions have been taken;
5. Employees shall not work in unprotected, exposed or hazardous areas under floor openings;
6. Long or unwieldy articles shall not be carried or moved unless adequate means of guarding or guiding are provided to prevent injury;

7. Hazardous conditions or practices observed at any time shall be reported as soon as practicable to the person in charge or some other responsible representative of the employer;
8. Employees observed working in a manner which might cause immediate injury to either themselves or other workers shall be warned of the danger;
9. Before leaving a job, workers shall correct, or arrange to give warning of, any condition which might result in injury to others unfamiliar with existing conditions;
10. Good housekeeping methods shall be observed in all operations. Materials shall be so handled and stored as to minimize falling, tripping or collision hazards;
11. Working and storage areas and passageways shall be kept free of unnecessary obstructions. No loose object shall be placed in any area where its presence will necessitate employees crowding between such objects as moving machinery, steam pipes or other objects with which contact would be dangerous;
12. Any materials which might cause an employee to slip or fall shall be removed from floors and other treading surfaces immediately, or suitable means or methods shall be used to control the hazardous condition;
13. All sharp, pointed or otherwise hazardous projections in work areas shall be removed or rendered harmless.

Mapleton School District 32

Code: GBEBA
Adopted: 7/12/01
Readopted: 12/18/13; 10/16/19
Orig. Code: GBEBA

Staff - HIV, AIDS, and HBV

The district will strictly adhere in its policies and procedures, to Oregon law and Oregon Administrative Rules as they relate to staff infected with HIV, AIDS, or HBV¹.

The district recognizes a staff member has no obligation under any circumstance to report a condition to the district, and the staff member has a right to continue working. If the staff member reports a condition to the district, strict adherence to written guidelines outlined by the staff member shall be followed. These guidelines shall identify who may have the information, who will give the information, how the information will be given, and where and when the information will be given. All such information will be held in confidence in accordance with Oregon law.

Accommodations for a staff member infected with HIV, AIDS, or HBV shall be the same as with any other illness.

END OF POLICY

Legal Reference(s):

[ORS 243.650](#)
[ORS 342.850\(8\)](#)
[ORS 433.008](#)
[ORS 433.045](#)

[ORS 433.260](#)
[OAR 333-017-0000](#)
[OAR 333-018-0000](#)

[OAR 333-018-0005](#)
[OAR 581-022-2220](#)

¹ HIV - Human Immunodeficiency Virus; AIDS - Acquired Immune Deficiency Syndrome; HBV - Hepatitis B Virus

Mapleton School District 32

Code: **GBEBC/JHCCC/EBBAA**
Adopted: 7/12/01
Readopted: 12/18/13
Orig. Code(s): GBEBC/JHCCC/EBBAA

Infection Control - HIV, AIDS, HBV

The district shall use standard precautions at all times for infection control. Each person is therefore treated as though an HIV, AIDS or HBV¹ infection exists.

The district shall develop an Exposure Control Plan that includes infection control procedures for staff and students.

Staff and students shall receive an annual in-service that includes correct procedures for cleaning up body fluid spills and for personal cleanup, appropriate disposal, immunization and personal hygiene, as well as the location and a content review of first-aid and clean-up kits. Kits shall be available for each room in the building and in each district vehicle.

In addition to an annual in-service, staff and students on a regular basis will receive HIV, AIDS and HBV information.

The information shall emphasize infection — how infection is spread as well as how it is not spread.

The district will cooperate with appropriate governmental agencies in delivering HIV, AIDS and HBV education.

END OF POLICY

Legal Reference(s):

[OAR 437-002-0360](#)
[OAR 437-002-0377](#)

[OAR 581-022-0705](#)
[OAR 581-022-1440](#)

[OAR 581-053-0240\(23\)\(c\)](#)
[OAR 581-053-0250\(1\)](#)

Cross Reference(s):

EBBA - First Aid
EBBAA/GBEBC/JHCCC - Infection Control - HIV, AIDS, HBV
JHCCC/EBBAA/GBEBC - Infection Control - HIV, AIDS, HBV

¹HIV - Human Immunodeficiency Virus; AIDS - Acquired Immune Deficiency Syndrome; HBV - Hepatitis B Virus

Mapleton School District 32

Code: **GBEBD/JHCCD**
Adopted: 7/12/01
Readopted: 12/18/13
Orig. Code(s): GBEBD/JHCCD

Staff/Students - Rumor Control - HIV, AIDS and HBV**

The district shall use a two-pronged approach for rumor control related to HIV, AIDS and HBV¹ before a rumor begins and during an “active” rumor.

In preparation for rumor control, the district shall annually notify staff, students, parents, media and the general public through such means as handbooks of confidentiality and individual rights requirements placed upon school districts. The requirements are outlined in Oregon Revised Statutes and Oregon Administrative Rules. Individual rights include the right a staff member or a student may have to continue working or attending school.

The district shall emphasize that if a staff member or the parent (student) chooses not to divulge an HIV, AIDS or HBV condition, the district will have no information except to reiterate the requirements in the law regarding confidentiality and individual rights. This will be stated routinely and in cases of an “active” rumor.

If the staff member or parent (student) wishes to divulge information and continues working or attending school, the district shall meet with the infected party or representative to develop a written procedure. This procedure will minimally outline what information will be given, who will give the information, when and where the information will be given, how the information will be given and who will receive the information. The procedures will be signed for approval by the infected party or representative.

The district shall appoint a district spokesman who shall be responsible for responding to staff, students, parents, media and the general public.

END OF POLICY

Legal Reference(s):

[ORS 433.008](#)
[ORS 433.045](#)

[OAR 333-012-0270](#)
[OAR 333-018-0000](#)
[OAR 333-018-0005\(1\)\(a\)](#)

[OAR 333-018-0030](#)
[OAR 581-015-0005](#)

Cross Reference(s):

JHCCD/GBEBD - Staff/Students - Rumor Control - HIV, AIDS and HBV

¹HIV - Human Immunodeficiency Virus; AIDS - Acquired Immune Deficiency Syndrome; HBV - Hepatitis B Virus

Drug-Free Workplace

The district shall provide a drug-free workplace.

1. Definitions

- a. “Controlled substance”: A controlled substance shall include any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or other drug as classified under the federal Controlled Substances Act, as modified under ORS 475.035.
- b. “Alcohol”: Alcohol shall include any form of alcohol for consumption, including beer, wine, wine coolers or liquor.
- c. “Conviction”: A finding of guilt (including a plea of no contest) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
- d. “Criminal drug statute”: A federal or state criminal statute involving the manufacture, distribution, dispensation, possession or use of any controlled substance or alcohol.
- e. “Drug-free workplace”: A site for the performance of work at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol.

2. Purpose

The purpose of this policy is to promote safety, health and efficiency by prohibiting, in the workplace, the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol.

3. Applicability

This policy applies to all employees, including, but not limited to, those exempt, unclassified, management service, classified and temporary employees who are paid directly or indirectly from funds received under a federal grant or contract.

4. Prohibitions

An employee shall not, in the workplace, unlawfully manufacture, distribute, dispense, possess or use a controlled substance or alcohol.

5. No district employee shall knowingly sell, market or distribute steroid or performance enhancing substances to kindergarten through grade 12 students with whom the employee has contact as part of employee’s district duties; or knowingly endorse or suggest the use of such substances.

6. Compliance with Policy¹

An employee shall, as a condition of employment, abide by the provisions of this policy.

7. Sanctions and Remedies¹

- a. The district, upon determining that an employee has engaged in the unlawful manufacture, distribution, dispensation or possession of a controlled substance or alcohol or upon having reasonable suspicion, under section 8. of this policy, of employee unlawful use of a controlled substance or alcohol in the workplace, shall, pending any criminal drug statute conviction for a violation occurring in the workplace, take action with regard to the employee determined to be appropriate which may include transfer, granting of leave with or without pay or suspension with or without pay.
- b. Within 30 days of an employee's criminal drug statute conviction for a violation occurring in the workplace, the district shall:
 - (1) Take action with regard to the employee determined to be appropriate which may include discipline up to and including termination; and/or
 - (2) Require satisfactory participation by the employee in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, state or local health, law enforcement or other appropriate agency.

8. Basis for Reasonable Suspicion of Employee Use of Controlled Substance/Alcohol

Reasonable suspicion of employee use of an unlawful controlled substance or alcohol shall be based upon any of the following:

- a. Observed abnormal behavior or impairment in mental or physical performance (for example, slurred speech or difficulty walking);
- b. Direct observation of use in the workplace;
- c. The opinion of a medical professional;
- d. Reliable information concerning use in the workplace, the reliability of any such information shall be determined by employer;
- e. A work-related accident in conjunction with a basis for reasonable suspicion as listed above.

9. Employee Assistance Program

An employee having a drug or alcohol problem is encouraged to seek assistance, on a confidential basis, under the Employee Assistance Program if such program is provided by the employer.

10. Leave for Participation in Abuse Assistance or Rehabilitation Program

The district shall, upon employee request, grant leave with or without pay to permit an employee to participate in a drug abuse assistance or rehabilitation program.

¹Districts directly receiving grants or contracts of \$100,000 or more from the federal government are required to meet this obligation.

11. Establishment of Drug-Free Awareness Program

The district shall establish a drug-free awareness program to inform employees of the:

- a. Dangers of drug abuse in the workplace;
- b. Existence of and content of this policy for maintaining a drug-free workplace;
- c. Availability of drug-counseling, rehabilitation and employee assistance programs; and
- d. Penalties that may be imposed for drug abuse violations occurring in the workplace.

12. Notification by Employee of Conviction¹

An employee shall, as a condition of employment, notify the district of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

13. Notification by Mapleton School District of Employee Conviction

The district shall notify the appropriate federal granting or contracting agency of an employee's criminal drug statute conviction for a violation occurring in the workplace no later than 10 days after receiving notice of such conviction.

14. Provision of Copy of Policy to Employees

The district shall provide to each employee a copy of this policy.

Mapleton School District 32

Code: **GBF**
Adopted: 7/12/01
Readopted: 12/18/13
Orig. Code(s): GBF

Staff Participation in Community Activities

The Board encourages district employees to participate constructively in community activities which have as their objectives the improvement of the general welfare of the community, state and nation.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

OR. CONST., art. XV, § 8.

Mapleton School District 32

Code: **GBH**
Adopted: 7/12/01
Readopted: 12/18/13
Orig. Code(s): GBH

Staff/Student/Parent Relations**

The Board believes it is appropriate to assure students have frequent and continuing contact with and support from parents. In concert with that belief, the Board directs the administration to make all reasonable attempts to encourage parents in the rights and responsibilities of their student.

Further, the Board encourages parents to be involved in their student's school affairs, and unless otherwise ordered by the courts, an order of sole custody on the part of one parent shall not deprive the other parent of the following authority as it relates to:

1. Receiving and inspecting education records and consulting with school staff concerning the student's welfare and education, to the same extent as provided the parent having sole custody;
2. Authorizing emergency medical, dental, psychological, psychiatric or other health care for the student if the custodial parent is, for practical reasons, unavailable.

It is the responsibility of the parent with sole custody to provide any court order that curtails the rights of the noncustodial parent at the time of enrollment or any other time a court order is issued. A parent with sole custody shall be requested to provide the district with written instructions regarding particular rights or privileges granted to the noncustodial parent.

Noncustodial parents will not be granted visitation or telephone access to the student during the school day. The student will not be released to the noncustodial parent without written permission of the parent with sole custody.

In the case of joint custody, the district will adhere to all conditions specified and ordered by the court. The district may request in writing any special requests or clarifications in areas concerning the student and the district's relationship and responsibilities.

END OF POLICY

Legal Reference(s):

[ORS 107.154](#)
[ORS 109.056](#)
[ORS 163.245 - 163.257](#)

Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g; 34 CFR Part 99 (2000).
Protection of Pupil Rights, 20 U.S.C. Section 1232h; 34 CFR part 98 (2000).

Mapleton School District 32

Code: **GBHA**
Adopted: 7/12/01
Readopted: 12/18/13
Orig. Code(s): GBHA

Parental/Family Relationship**

In determining whether a person is acting in a parental relationship to a student, the district shall examine all facts and circumstances of each case.

Reasonable requests for relevant information from students or persons appearing to be in a supervisory role of a student may be made.

Characteristics that describe a parental relationship would include:

1. Whether the person has physical custody and control of the student;
2. Whether the person supplies the student with food, clothing, shelter or other incidental necessities;
3. Whether the person provides the student with care, education and discipline;
4. Whether the person may authorize ordinary medical, dental, psychiatric, psychological, hygienic or other remedial care and treatment for the student and, in an emergency where the student's safety appears to urgently require it, whether the person may authorize surgery or other extraordinary care.

Definition of "Family": A group of individuals related by blood, marriage or adoption, or individuals whose functional relationships are similar to those found in such associations. The family's purpose is the security, support, nurturance, love, transmission of values and facilitation of each member's growth and development as people, and is the primary social unit affecting a student's well-being.

END OF POLICY

Legal Reference(s):

[ORS 329.145](#)
[ORS 339.133](#)
[ORS 419B.373](#)

Mapleton School District 32

Code: **GCBCA/GDBCA**
Adopted: 7/12/01
Readopted: 12/18/13
Orig. Code(s): GCBCA/GDBCA

Continuation Coverage Health Benefits

The district will extend the benefit of “continuation coverage” health insurance to all employees eligible under the law.

Coverage under this policy will be identical to that provided to all other members of the employee’s group plan.

Eligible employees must notify the district within a 60-day period from the date of retirement, termination, reduction in hours or layoff that the employee chooses to continue the district-sponsored health plan.

Premiums for continuation coverage will normally be paid by the employee. Payment may be no more than 102 percent of the actual cost of coverage for the first 18 months. For certain employees eligible for coverage from 18 months up to 29 months, payment may be no more than 150 percent of the actual cost of the coverage. The Board will designate the deadline for payment reaching the business office.

Former employees covered by continuation coverage are responsible for notifying the district when such coverage is no longer needed, or if the necessity of moving to an individual plan occurs, whichever is sooner.

END OF POLICY

Legal Reference(s):

[ORS 743.600](#)

Consolidated Omnibus Budget Reconciliation Act of 1985, 42 U.S.C. §§ 300bb-1 - 300bb-8 (2006).
Tanner v. OHSU, 157 Or. App. 502 (1998).

Mapleton School District 32

Code: GCBDAAGDBDAA
Adopted: 11/18/20

COVID-19 Related Leave

When applicable, the district will comply with the provisions of the Families First Coronavirus Response Act (FFCRA) which includes the Emergency Paid Sick Leave Act (EPSLA) and the Emergency Family and Medical Leave Expansion Act (EFMLEA). The district will also comply with the Oregon Bureau of Labor and Industries' (BOLI) temporary rule BLI 4-2020 that amends Oregon Administrative Rule 839-009-0230 for the purpose of taking leave during the statewide public health emergency. This policy and its accompanying administrative regulation will be in effect until each of the above laws have expired.

Employees are eligible for EFMLEA leave if they have been employed for at least 30 days.

EPSLA applies to all employees no matter how long they have been employed or how many hours they have worked.

The district may exclude from the EPSLA and EFMLEA employees who are health care providers, including anyone employed at any post-secondary educational institution offering health care instruction.

The BOLI rule applies to districts with employees who are eligible for leave under the Oregon Family Leave Act.

The district shall post a notice of FFCRA requirements in conspicuous places at district facilities. The district may meet the notice requirement by emailing the notice to employees or posting notice on an internal or external website made available to employees.

The district is prohibited from retaliating against an employee who takes leave or takes actions to enforce the requirements of these acts.

This policy does not affect employee rights or benefits under any other law, collective bargaining agreement, or district policy. The district is not required to pay an employee for unused emergency paid sick time if an employee resigns, retires, or is terminated.

END OF POLICY

Legal Reference(s):

[ORS 332.507](#)
[ORS 342.545](#)
[ORS 659A.090](#)

[ORS 659A.093](#)
[ORS 659A.096](#)
[ORS 659A.099](#)

[ORS 659A.150 - 659A.186](#)
[OAR 839-009-0200 - 0320](#)

Families First Coronavirus Response Act, Public Law No: 116-127, Mar. 18, 2020.
Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).
Family and Medical Leave Act, 29 U.S.C. §§ 2601-2654 (2018); 5 U.S.C. §§ 6381-6387 (2018); Family and Medical Leave Act, 29 C.F.R. Part 825 (2019).
Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. § 2000ff-1 (2018).
Escriba v. Foster Poultry Farms, Inc. 743 F.3d 1236 (9th Cir. 2014).

Mapleton School District 32

Code: GCBDAAGDBDAA-AR(1)

Revised/Reviewed: 11/18/20

COVID-19 Related Leave

Emergency Paid Sick Leave Act

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

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

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

1. The district shall pay the regular rate of pay up to \$511 per day, and \$5,110 in the aggregate, for paid sick time used by an employee who experiences symptoms of COVID-19, or is required or advised to self-quarantine due to concerns related to COVID-19.
2. The district shall pay two-thirds of the regular rate of pay up to \$200 per day, and \$2,000 in aggregate, for paid sick time used by an employee:
3. To care for an individual subject to quarantine or isolation by governmental order or health care provider advisement;
4. To care for their child because the child's school or child-care provider is closed due to COVID-19 related reasons; or
5. Who is experiencing a substantially similar condition related to COVID-19 as specified by the Secretary of Health and Human Services, in consultation with the Secretary of the Treasury and the Secretary of Labor.

Emergency Family and Medical Leave Expansion Act

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

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

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

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

Temporary BOLI Rule affecting Oregon Family Leave Act (OFLA)

The temporary BOLI rule extends OFLA's sick child leave to include the absence to care for an employee's child whose school or place of care has been closed in conjunction with a statewide public health emergency declared by a public health official.

The leave is protected but unpaid, and in most circumstances will run concurrently with leave taken under the Families First Coronavirus Response Act. An employee may elect to use any accrued paid leave time.

Mapleton School District 32

Code: GCBDAAGDBDAA-AR(2)
Revised/Reviewed: 11/18/20

COVID-19 Related Leave

Employee's Name: _____ Date: _____

Dates for which the leave is requested: _____

Qualifying reason for leave:

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

The employee is unable to work, including telework due to: _____

Documentation supporting the qualifying reason for requesting leave: _____

For quarantine or isolation orders, provide the name of the health care provider who advised the self-quarantine:

Name of health care provider

Contact information

For emergency Family Medical Leave Act (FMLA) leave and paid sick leave taken for COVID-19 related school or child care closings, provide documentation to support the need for leave, i.e., notice posted on government, school or day care website, published in a newspaper, or an email from an official of the school, place of care, or child care provider.

Mapleton School District 32

Code: **GCBE/GDBE**
Adopted: 7/12/01
Readopted: 12/18/13
Orig. Code(s): GCBE/GDBE

Accumulated Vacation Time

Unless indicated in a personnel contract or a collective bargaining agreement, no employee may accumulate more than two years earned vacation time.

END OF POLICY

Legal Reference(s):

[ORS 187.010](#)
[ORS 336.010](#)

Mapleton School District 32

Code: GCDA/GDDA-AR
Revised/Reviewed: 12/18/13; 9/14/16; 4/11/18;
10/10/18; 10/16/19; 12/14/22

Criminal Records Checks and Fingerprinting

Requirements

1. Any individual newly hired employee¹, whether full-time or part-time, and not requiring licensure under Oregon Revised Statute (ORS) 342.223 as a teacher, administrator, personnel specialist or school nurse, shall submit to a criminal records check and fingerprinting.
2. Any individual applying for reinstatement of an Oregon license with the Teacher Standards and Practices Commission (TSPC) that has lapsed for more than three years shall be required to undergo a criminal records check and fingerprinting with TSPC.
3. Any individual registering with the TSPC for student teaching, practicum or internship as a teacher, administrator or personnel specialist shall be required to submit to a criminal records check and fingerprinting with TSPC.
4. Any individual hired as or by a contractor², whether part-time or full-time, into a position having direct, unsupervised contact with students as determined by the district shall be required to submit to a criminal records check and fingerprinting.

The superintendent will identify contractors who are subject to such requirements.

5. Any community college faculty member providing instruction at the site of an early childhood education program, a school site as part of an early childhood program or at a grade K through 12 school site during the regular school day, shall be required to undergo a criminal records check and fingerprinting.
6. Any individual who is an employee of a public charter school not requiring licensure under ORS 342.223 shall be required to undergo a criminal records check and fingerprinting.
7. A volunteer allowed by the district into a position that has direct, unsupervised contact with students shall undergo an in-state criminal records check.
8. A volunteer allowed to have direct, unsupervised contact with students, into a volunteer position identified in Board policy³ by the district as requiring a fingerprint-based criminal records check, shall undergo a state and national criminal records check based on fingerprints.

¹ Any individual hired within the last three months. A subject individual does not include an employee hired within the last three months if the district has evidence on file that meets the definition in Oregon Administrative Rule (OAR) 581-021-0510(11)(b).

² A person hired as or by a contractor and their employees may not be required to submit to fingerprinting until the contractor has been offered a contract by the district.

³ See policy GCDA/GDDA – Criminal Records Checks and Fingerprinting.

9. A volunteer that is not likely to have direct, unsupervised contact with students will be required to undergo an in-state criminal records check.

Exceptions

A newly hired employee⁴ is not subject to fingerprinting if:

1. The district has evidence on file that the person successfully completed a state and national criminal records check for a previous employer that was a school district or private school, and has not resided outside the state between the two periods of employment; or
2. The Oregon Department of Education (ODE) determines the person:
 - a. Submitted to a criminal records check for the person's immediately previous employer, the employer is a school district or private school and the person has not lived outside this state between the two periods of employment;
 - b. Submitted to a criminal records check conducted by TSPC within the previous three years; or
 - c. Remained continuously licensed or registered with the TSPC.

Notification

1. The district will provide the following notification to individuals subject to criminal records checks and/or fingerprinting:
 - a. Such criminal records checks and/or fingerprinting are required by law or Board policy;
 - b. Any action resulting from such checks completed by the ODE that impact employment, contract or volunteering may be appealed as a contested case to ODE;
 - c. All employment or contract offers or the ability to volunteer are contingent upon the results of such checks;
 - d. A refusal to consent to a required criminal records check and/or fingerprinting shall result in immediate termination from employment or contract status or the ability to volunteer in the district;
 - e. An individual determined to have knowingly made a false statement as to the conviction of any crime on district employment applications, contracts or ODE forms (written or electronic) will result in immediate termination from employment or contract status;
 - f. An individual determined to have been convicted of any crime that would prohibit employment or contract will be immediately terminated from employment or contract status;
 - g. A volunteer candidate who knowingly made a false statement or has a conviction of the crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number may result in immediate termination from the ability to volunteer in the district. The district may remove the volunteer from the position allowing direct, unsupervised contact with students.
2. The district will provide the written notice described above through means such as staff handbooks, employment applications, contracts or volunteer forms.

Processing and Reporting Procedures

1. Immediately following an offer and acceptance of employment or contract, an individual subject to criminal records checks and/or fingerprinting shall complete the appropriate forms authorizing such checks and report to an authorized fingerprinter as directed by the district. The district shall send

⁴ Any individual hired within the last three months.

such authorization, any collection of fingerprint information, and the request to ODE pursuant to law.

2. Fingerprints may be collected by one of the following:
 - a. Employing district staff;
 - b. Contracted agent of employing district; or
 - c. Local or state law enforcement agency.
3. To ensure the integrity of the fingerprinting collection and prevent any compromise of the process, the district will provide the name of the individual to be fingerprinted to the authorized fingerprinter.
4. The authorized fingerprinter will obtain the necessary identification and fingerprinting and notify ODE of the results. ODE will then review and notify the district of said results as well as the identity of any individual it believes has knowingly made a false statement as to conviction of a crime, has knowingly made a false statement as to conviction of any crime or has a conviction of a crime prohibiting employment or contract or volunteering.
5. A copy of the fingerprinting results will be kept by the district.

Fees

1. Fees associated with criminal records checks and/or fingerprinting for individuals applying for employment with the district and not requiring licensure, including persons hired as or by contractors⁵, shall be paid by the district.
2. An individual offered a contract or employment by the district may, only upon request, request that the amount of the fee be withheld from the amount otherwise due the individual in accordance with Oregon law.
3. Fees associated with required criminal records checks for volunteers shall be paid by the district.
4. Fees associated with a required fingerprinting for volunteers shall be paid by the district.

Termination of Employment or Withdrawal of Employment/Contract Offer/Volunteer Status

1. A subject individual required to submit to a criminal records check and/or fingerprinting in accordance with law and/or Board policy will be terminated from employment or contract status, or withdrawal of offer of employment or contract will be made by the district upon:
 - a. Refusal to consent to a criminal records check and/or fingerprinting; or
 - b. Notification⁶ from the Superintendent of Public Instruction that the employee has a conviction of any crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number.

⁵ A person hired as or by a contractor and their employees may not be required to submit to fingerprinting until the contractor has been offered a contract by the district.

⁶ Prior to making a determination that results in this notification and opportunity for a hearing, the Superintendent of Public Instruction may cause an investigation pursuant to OAR 581-021-0511; involved parties shall cooperate with the investigation pursuant to law.

2. A subject individual will be terminated from employment or contract status upon notification from the Superintendent of Public Instruction that the employee has knowingly made a false statement as to the conviction of any crime.
3. Employment termination shall remove the individual from any district policies, collective bargaining provisions regarding dismissal procedures and appeals and the provisions of Accountability for Schools for the 21st Century Law.
4. A volunteer who refuses to submit, when required, to a criminal records check or a fingerprint-based criminal records check in accordance with law and/or Board policy will be denied such ability to volunteer in the district.
5. If the district has been notified by the Superintendent of Public Instruction that a volunteer knowingly made a false statement or has a conviction for any crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number, the individual will be denied the ability to volunteer.
6. A volunteer who knowingly makes a false statement, as determined by the district, on a district volunteer application form will be denied the ability to volunteer in the district.

Appeals

A subject individual may appeal a determination from ODE that prevents employment or eligibility to contract with the district to the Superintendent of Public Instruction as a contested case under ORS 183.413 – 183.470.

A volunteer may appeal a determination from a fingerprint-based criminal records checks by ODE that prevents the ability to volunteer with the district to the Superintendent of Public Instruction as a contested case under ORS 183.413 – 183.470.

Mapleton School District 32

Code: **GCEA**
Adopted: 7/12/01
Readopted: 12/18/13
Orig. Code(s): GCEA

Substitute Teachers

Substitute teachers will be assigned by the principal to fill a temporary vacancy caused by absence of a regular teacher. The assignment will be made from an approved list of properly licensed and otherwise qualified teachers. Substitute teachers will be made aware of school rules and regulations necessary in carrying out assignments.

Substitute teachers will be paid an amount commensurate with the duties performed. Pay will not be less than the minimum required by law.

Teachers who find they are unable to be present to discharge their assigned duties should notify the principal as soon as possible. Arrangements can then be made for a substitute. The principal should always be notified. If the principal is unavailable, then the superintendent should be notified. Written teaching instructions should be available for substitutes, who should, in turn, leave a written report of their activities with the principal.

Substitutes shall be called by the building principal/designee.

END OF POLICY

Legal Reference(s):

[ORS 332.507](#)

[ORS 342.420](#)

[ORS 342.610](#)

[ORS 342.815](#)

[OAR 584-020-0000](#) to -0045

Mapleton School District 32

Code: **GCEC**
Adopted: 7/12/01
Readopted: 12/18/13
Orig. Code(s): GCEC

Job Sharing

The Board will determine if job sharing is an appropriate personnel practice. If determined appropriate, it will direct the superintendent to establish procedures for job sharing as an employment option, subject to the following guidelines:

1. Responsibility for determining whether or not a job is to be shared will rest with the immediate supervisor with the approval of the superintendent or his/her designee;
2. Effectiveness and efficiency of the program must be the primary consideration in determining whether a job is to be shared;
3. The results of the job sharing will not be detrimental to meeting state and federal laws/requirements, district's goals and philosophy;
4. The district's overall cost of a job share will not exceed that of one full-time equivalency (1.0);
5. Personnel will submit a completed "Job Sharing Agreement" on or before, but no later than, August 1 of each year for consideration. Deadline may be waived by the superintendent due to unforeseen circumstances at his/her discretion.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

Eugene Education Association v. Eugene School District 4J, Case Nos. UP-8-87 and UP-18-87, 9 PECBR 9391 (1987); rev'd, 91 Or. App. 78 (1988); vacated and remanded, 306 Or. 659 (1988).

Mapleton School District 32

Code: **GCEC-AR**
Revised/Reviewed: 7/12/01; 12/18/13
Orig. Code(s): GCEC-AR

Job Sharing Agreement

The undersigned do hereby agree to the following conditions of Partnership Teaching:

1. A shared teaching assignment is requested by _____ and _____ (current contract teachers) in _____ (grade or subject) at _____ (school);
2. This agreement is for the _____ school year. This agreement shall be in effect for one year, with no guarantee of continuation of the partnership teaching program beyond the term of this agreement. Partnership teaching may continue, subject to annual review. When this agreement discontinues, the district will place teachers where needed;
3. The superintendent will approve the daily/weekly work schedule for the year;
4. Both teachers will have part-time status, receiving one-half of their salary, including the increment, based on their salary schedule placement;
5. Each teacher's half-time, full-year work will count one year toward contract status and one year toward seniority;
6. Each employee shall receive the benefits of district-paid PERS pick-up, based upon his/her individual salary;
7. Each employee will receive holiday pay and leave on a prorated basis;
8. The teachers agree that the district will pay one-half of their fringe benefits package (not to exceed the expense of one employee);
9. Each teacher shall assume responsibility for a cooperative balance of teacher hours, for the required duties of his/her portion of the school day, and for his/her scheduled hours on teacher work days. Each teacher shall also assume responsibility for maintenance of student records, inventories and room appearance;
10. Both teachers shall participate in all staff meetings, parent-teacher conferences, school-sponsored evening activities, scheduled in-service days, and out-of-classroom activities such as field trips and excursions, when such activities span both teachers' portion of the instructional day without additional compensation;
11. Both teachers will report student progress in their areas of instructional responsibility, with a coordinated report for social aspects of grading;

12. Both teachers will plan and implement appropriate room arrangements and will cooperatively develop and maintain consistent classroom management standards;
13. Parents will be contacted by individual teachers as problems arise. A conference between both teachers and the parents will be scheduled when the problem is common to both teachers;
14. Both teachers agree to substitute for the other, whenever possible. Payment will be made at the district substitute rate;
15. Job performance responsibilities will comply with all policy and contractual stipulations;
16. Both teachers acknowledge that the work they will be required to do under this contract, such as dual appearance at meetings, conferences and the like, will not be compensated as extra work;
17. If either employee is unable to complete the partnership teaching assignment, the district retains the right to assign the remaining employee to full-time responsibilities for the duration of the agreement;
18. August 1 is the deadline for submitting a signed and completed "Job Sharing" form to the superintendent. Deadline may be waived due to unforeseen circumstances by the superintendent at his/her discretion.

Specific considerations:

Teacher

Date

Teacher

Date

Principal

Date

Superintendent

Date

Mapleton School District 32

Code: **GCQE**
Adopted: 7/12/01
Readopted: 12/18/13
Orig. Code(s): GCQE

Student Teachers

The district will participate as a training site for student teachers completing their training at Oregon colleges and universities when it is determined by the superintendent that such participation will be in the best interests of the district.

Student teachers and interns will be permitted to instruct classes for a portion or an entire school day, but should not be used as substitutes.

All arrangements for the placement of student teachers in the district will be made through direct contact between the superintendent and the teacher training program.

END OF POLICY

Legal Reference(s):

[ORS 332.505](#)

Mapleton School District 32

Code: **GDL**
Adopted: 7/12/01
Readopted: 12/18/13
Orig. Code(s): GDL

Staff Development - Classified

The district may conduct meetings and workshops as deemed appropriate for growth and development of the classified staff.

Opportunities for adult classes applicable for classified training will be encouraged through Lane Community College classes.

Classified confidential employees are expected to keep current with their field by participation in state-sponsored workshops or other relevant/appropriate training opportunities.

END OF POLICY

Legal Reference(s):

[ORS 329.095](#)
[ORS 329.125](#)
[ORS 329.704](#)

[OAR 581-022-0606](#)
[OAR 581-022-1720](#)
[OAR 584-018-0105](#)

[OAR 584-018-0205](#)
[OAR 584-090-0100 to-0120](#)

Clackamas IED Assn. v. Clackamas IED, No. C-141-77, 3 PUB. EMPL. COLL. BARG. REP. 1848 (ERB 1978).
Eugene Educ. Ass'n v. Eugene Sch. Dist. 4J, No. C-93-79, 5 PUB. EMPL. COLL. BARG. REP. 3004 (ERB 1980).
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2006); 28 C.F.R. Part 35 (2006).
Americans with Disabilities Act Amendments Act of 2008.

Mapleton School District 32

Code: **GDP**
Adopted: 7/12/01
Readopted: 12/18/13
Orig. Code(s): GDP

Dismissal of Classified Staff

The Board may terminate the employment of any classified employee for cause at the end of the current school year or at any time upon recommendation of, or by the action of, a district administrator.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

Suspension and Dismissal of Classified Staff

A classified staff member may be suspended without pay by the superintendent, subject to the approval of the Board. Reasons for the suspension of an employee will be filed with the Board. The suspended employee may, within five days after such suspension, file a written request for a hearing before the Board. If no such request is filed, the suspension becomes a dismissal at the expiration of the five days.

Causes for immediate discharge include but are not limited to:

1. Bringing or consuming intoxicants on district premises;
2. Reporting for duty under influence of liquor;
3. Insubordination;
4. Destruction or removal of district property without permission;
5. Neglect of duty;
6. Sleeping on duty;
7. Failure to report to work without an approved reason;
8. Disorderly conduct;
9. Dishonesty.

Disciplinary action may result from a recommendation of the immediate supervisor or principal to the superintendent, who will have authority to discipline an employee for just cause.

Any classified employee of the district who has been dismissed, suspended or demoted will be entitled to a hearing before the Board, if a written request is filed with the Board within 15 days of the dismissal or demotion.