

Philomath School District 17J

Code: GCBDB/GDBDB
Adopted: 10/09/06
Orig. Code: GCBDB/GDBDB

Early Return to Work

(Version 1)

(Procedures are not policy. Please check to see if these procedures are current. They belong in a staff handbook.)

This policy is implemented to assist with the recovery of injured workers and to mitigate costs to the employee and the Philomath School District and to return our injured workers back to work as soon as possible following an injury.

The following procedures shall be implemented. All supervisory personnel will be responsible for monitoring the program.

PROCEDURES

1. Employees who are injured while working should report the injury to their supervisor immediately and complete a district accident report form. Failure to do so could result in delay and/or denial of their worker's compensation claim.
2. If the injury requires the attention of a physician, employees should pick-up, complete and return an 801 form along with the completed district accident report form to the District Office, who shall inform the insurance carrier of the claim.
3. Supervisors shall require injured employees to submit "return to work status" letter/note from the attending doctor. Employees are to have their doctor submit a statement at the first visit and return it to their supervisor by the next working day.
4. Employees are to inform their physician that Philomath School the District has an early return to work program and will strive to provide light duty work. These duties may vary and will be developed by Philomath School the District within the restrictions set by the physician. A light duty job may include portions of the employee's regular job.
5. If the employee is not released for either regular or light duty work, they must maintain weekly contact with their supervisor throughout the duration of any time off as a result of an on the job injury.
6. If the employee is released by their physician for either regular or light-duty work, they must report to work on their next regularly scheduled shift.
7. Light-duty/modified jobs are temporary in duration and will be within the restrictions stated by the employee's physician. Modified work shall be offered to the employee in a written job offer letter.
8. Philomath School The District, upon receiving new or additional information, will re-evaluate the modified job and may reassign duties based on restrictions outlined by the employee's physician.

9. The Early Return To Work Program shall end when the injured worker is released back to regular job duties, declared medically stationary, or permanent restrictions are known. Should restrictions change and job duties be reassigned, the employee will be contacted and given a new job offer letter.
10. Failure by an employee to comply with the responsibilities specified in this policy may result in disciplinary action up to and including dismissal.

END OF POLICY

Legal Reference(s):

ORS 659A.043

ORS 659A.046

OAR 436-110-0001 to -0900

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).
Americans with Disabilities Act Amendments Act of 2008.

Corrected 5/2/19

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Philomath School District 17J

Code:
Adopted:

GCBDB/GDBDB

Early Return to Work (Version 2)

Efforts will be made, on a case-by-case basis, to reinstate ill or injured employees to work. The reinstatement will be within the requirements of the injury, the limitations of the law and the limitations of the district.

In the event an employee is not able to perform essential job functions completely after an illness or injury, the district will determine whether reasonable accommodations are appropriate that would provide a temporary light-duty assignment, restructuring of a position to include modified workdays, shift or part-time work, hours of work or modifications in facilities, equipment, special aids and services. Reasonable accommodations must not result in an undue hardship on the district.

If an employee cannot be reasonably accommodated in his/her current position, the district will review alternative assignments. The employee, if qualified, will be offered an available vacant position with or without reasonable accommodations. If recovery is ongoing, sick leave is exhausted and no other assignment is possible, the district will provide temporary unpaid leave as an accommodation in accordance with state and federal law.

The district will maintain current job descriptions for each position. Physical requirements for appropriate job categories will be established.

The {superintendent} will develop procedures as necessary to implement this policy.

END OF POLICY

Legal Reference(s):

ORS 659A.043

ORS 659A.046

OAR 436-110-0001 to -0900

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).
Americans with Disabilities Act Amendments Act of 2008.

Corrected 5/2/19

Philomath School District 17J

Code: GCBDD/GDBDD
Adopted: 3/16/17
Orig. Code: GCBDD/GDBDD



Sick Time * (Version 1)

Oregon Senate Bill 454 mandating paid sick time went into effect on January 1, 2016. This law is independent from sick leave under Oregon Revised Statute (ORS) 332.507. Nothing in this policy impacts the district's sick leave obligation under ORS 332.507, the district's collective bargaining agreements, or Non-Represented Employees Salary and Benefits Document except where those agreements are silent or not in effect regarding sick time requirements. Licensed, classified, and non-represented employee groups should refer to their appropriate bargaining agreement for all applicable leave.

For the purpose of this policy "employee" means an individual who is employed by the district and who is paid on an hourly, stipend, or salary basis and for whom withholding is required under Oregon Revised Statute (ORS) 316.162-316.221. The definition does not include volunteers or independent contractors.

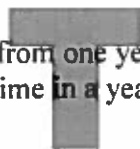
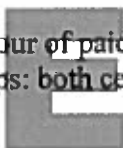
Employees qualify to begin earning and accruing sick time on the first day of employment with the district. For the purpose of this policy, year is defined as the fiscal year, July 1 through June 30.

Paid sick time of 40 hours shall be front-loaded to an employee who falls within the following groups at the beginning of each year: certified, classified, and non-represented staff, coaches, and seasonal stipends.

Paid sick time shall accrue at the rate of one hour of paid sick time for every 30 hours worked for an employee who falls within the following groups: both certified and classified substitutes, student employees, and pool employees.

If an individual falls into more than one group identified above, sick time will be accrued at the rate of the primary position. If an employee's bargaining agreement grants equal or greater sick leave benefits, then no additional sick time is accrued.

An employee may carry up to 40 hours of unused sick time from one year to the subsequent year. An employee is limited to using no more than 40 hours of sick time in a year and may not accrue more than 80 hours of sick time.



Sick time shall be taken in hourly increments for all employee groups, except certified substitutes who will take sick time in minimum four hour increments, and may be used for the employee's or a family member's¹ mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition, bereavement, or need for preventive care, or for reasons consistent with the Family Medical Leave Act (FMLA) or OFLA. Sick time may also be used in the event of a public health emergency.

END OF POLICY

Legal Reference(s):

ORS 332.507

ORS 342.610

ORS 659A.150 to -659A.186

ORS 332.545

ORS 653.601 to -653.661

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).
Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601-2654 (2016); Family and Medical Leave Act of 1993, 29 C.F.R. Part 825 (2016).

Americans with Disabilities Act Amendments Act of 2008.

Corrected 5/2/19

¹ "Family member" is defined by the Oregon Family Leave Act (OFLA).

The use of sick time may not lead to, or result in, an adverse employment action against the employee.

The district reserves the right, after five (5) consecutive days of absence, to require proof of personal illness or injury from an employee, including a medical examination by a physician chosen and paid for by the district. An employee refusing to submit to such an examination or to provide other evidence as required by the district, shall be subject to appropriate disciplinary action, up to and including dismissal.

When the reason for sick time is consistent with FMLA/OFLA leave, the sick time and the FMLA/OFLA leave may run concurrently.

When the reason for sick time is consistent with ORS 332.507, the sick time and leave pursuant to ORS 332.507 may run concurrently.

If the reason for sick time is a foreseeable absence, the district may require the employee to provide advance notice of his or her intention to use sick time within ten (10) days of the requested sick time, or as soon as practicable. When an employee uses sick time for a foreseeable absence, they shall take reasonable effort to schedule the sick time in a manner that does not unduly disrupt the operations of the district (e.g., grading deadlines, in-service training, mandatory meetings).

If the reason for sick time is unforeseeable, such as an emergency, accident or sudden illness, the employee shall notify the district as soon as possible.

The district shall establish a standard process to track the eligibility for sick time of a substitute.

Philomath School District 17J

Code:
Adopted:

GCBDD/GDBDD

Sick Time *

(Version 2)

~~(Please have the business manager contact me, so that I can draft this policy to match the bracketed language with district procedure. If the business manager is not familiar with the law which requires this policy, please have them give me a call before the meeting.)~~

“Employee” means an individual who is employed by the district and who is paid on an hourly, stipend or salary basis, and for whom withholding is required under Oregon Revised Statute (ORS) 316.162-316.221. The definition does not include volunteers or independent contractors.

Employees qualify to begin earning and accruing sick time on the first day of employment with the district.

~~{A district employing 10 or more employees shall allow an eligible employee to access up to 40 hours of paid sick time per year. [Paid sick time shall accrue at the rate of at least one hour of paid sick time for every 30 hours the employee works, or 1 1/3 hours for every 40 hours the employee works.] [Paid sick time of 40 hours shall be front loaded to an employee at the beginning of each year.] [Paid sick time of 40 hours shall be front loaded to an employee who falls within the following groups at the beginning of each fiscal year: certified, classified and non-represented staff, coaches and seasonable stipends.]~~

~~Paid sick time shall accrue at the rate of one hour for every 30 hours worked for an employee who falls in the following groups: both certified and classified substitutes, student employees and pool employees.~~

~~If an individual falls into more than one group identified above, sick time will accrue at the rate of the primary position. If an employee’s bargaining agreement grants equal or greater sick leave benefits then sick time will run concurrently with sick leave.~~

OR

~~{A district employing less than 10 employees shall provide access for an eligible employee of at least 40 hours of unpaid sick time or unpaid time off. [Unpaid sick time or time off shall accrue at the rate of at least one hour of paid sick time for every 30 hours the employee works, or 1 1/3 hours for every 40 hours the employee works.] [Unpaid sick time or time off shall be front loaded to an employee at the beginning of each year.]}~~

The employee may carry up to 40 hours of unused sick time from one year to the subsequent year. [¹An employee is limited to {accruing no more than 80 hours of sick time} {using no more than 40 hours of sick time in a year}.]

Sick time shall be taken {in hourly increments} ~~for all employee groups, except certified substitutes who will take sick time~~ {in minimum increments not to exceed four hours} and may be used for the employee’s

¹ If the district chooses to limit the accrual or usage, the district must choose language in the bracketed sentence and keep this sentence in policy.

or a family member's² mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive care, or for reasons consistent with the Family Medical Leave Act (FMLA) or OFLA. Sick time may also be used in the event of a public health emergency.

The use of sick time may not lead to, or result in, an adverse employment action against the employee.

The district reserves the right ~~{after {three} five consecutive days of absence}~~, to require proof of personal illness or injury from an employee, including a medical examination by a physician chosen and paid for by the district. An employee refusing to submit to such an examination or to provide other evidence as required by the district, shall be subject to appropriate disciplinary action, up to and including dismissal.

When the reason for sick time is consistent with FMLA/OFLA leave, the sick time and the FMLA/OFLA leave may run concurrently.

When the reason for sick time is consistent with ORS 332.507, the sick time and leave pursuant to ORS 332.507 may run concurrently.

If the reason for sick time is a foreseeable absence, the district may require the employee to provide advance notice of their intention to use sick time within {10} days of the requested sick time, or as soon as practicable. When the employee uses sick time for a foreseeable absence, the employee shall take reasonable effort to schedule the sick time in a manner that does not unduly disrupt the operations of the district (e.g., grading deadlines, in-service training, mandatory meetings).

If the reason for sick time is unforeseeable, such as an emergency, accident or sudden illness, the employee shall notify the district ~~{consistent with the reporting time established by the district or}~~ {at least 24 hours in advance or} as soon as practicable.

The district shall establish a standard process to track the eligibility for sick time of a substitute.

END OF POLICY

Legal Reference(s):

ORS 332.507
ORS 342.545

ORS 342.610
ORS 653.601 to -653.661

ORS 659A.150 to -659A.186

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).
Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601-2654 (2012); Family and Medical Leave Act of 1993, 29 C.F.R. Part 825 (2016).
Americans with Disabilities Act Amendments Act of 2008.

Corrected 5/2/19

² "Family member" is defined by the Oregon Family Leave Act (OFLA).

Philomath School District 17J

Code: **D** GCCA
Adopted:

Posting of Licensed Staff Vacancies *

(You had a previous policy that addressed this. If you still think this needs to be in policy, this is an optional policy.)

The district shall attempt to recruit the most suitably qualified applicants for filling licensed positions. Announced vacancies will be posted in all buildings in an appropriate format to ensure effective communications with all individuals, including those with disabilities.

All postings will notify applicants that equal employment opportunity and treatment shall be practiced by the district. The employers' duties under the Americans with Disabilities Act, including the duty to reasonably accommodate upon request and with appropriate advance notice, will be clearly stated.

A copy of the posting will be sent to association representatives. During the summer break such notices will be mailed to the president of the association. All notices will include the following information:

1. Job title;
2. Qualifications (license required);
3. Essential job functions;
4. Special requirements;
5. Terms of employment;
6. Salary range;
7. Posting dates;
8. Closing dates;
9. Other – as may be required or requested by the administrator initiating the job order.

END OF POLICY

Legal Reference(s):

ORS 332.107

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).
Americans with Disabilities Act Amendments Act of 2008.

Corrected 5/2/19

Philomath School District 17J

Code: GCDA/GDDA
Adopted: 11/19/12
Orig. Code: GCDA/GDDA

Criminal Records Checks/Fingerprinting*

In a continuing effort to further ensure the safety and welfare of students and staff, the district shall require ~~criminal records checks and fingerprinting of all newly hired full-time and part-time employees not requiring licensure to undergo a criminal records checks and/or fingerprinting.~~ Others ~~individuals~~ having direct, unsupervised contact with students shall ~~also have~~ submit to criminal records checks and/or fingerprinting, as required by law.

“Direct, unsupervised contact” means contact with students that provides the person opportunity and probability for personal communication or touch.

In addition to the newly hired employees, such checks shall be required of the following¹:

1. All district contractors and/or their employees, whether employed part-time or full-time considered by the district to have direct, unsupervised contact with students;
2. All district contractors and/or their employees who provide early childhood special education or early intervention services in accordance with rules established by the ~~Employment Department~~ Oregon Department of Education, Child Care Division;
3. Any community college faculty member providing instruction at the site of an early childhood education program, at a school site as part of an early childhood program or at a grade K through 12 school site during the regular school day;
4. An individual who is an employee of a public charter school.
5. Any individual considered for volunteer service with the district who is allowed to have direct, unsupervised contact with students.

~~{The district shall require a nationwide criminal records check based on fingerprinting for a volunteer with direct, unsupervised contact with students in the following positions²:~~

1. ~~{District sponsored Head coaches and;}~~
2. ~~{Assistant coach District sponsored Lead advisors;}~~
3. ~~{Overnight chaperone;}~~

¹ Subject individuals and requirements are further outlined in GCDA/GDDA-AR – Criminal Records Checks and Fingerprinting.

² [If the district requires fingerprinting for certain volunteer positions, the district is required to list those volunteer positions in board policy. The bracketed language is only possible examples; modify to identify the needs of the district.]

4. ~~{Volunteers transporting students, other than their own, in a private vehicle off district property for a district sponsored activity} {;} {-}~~

5. ~~{List of other positions subject to this fingerprinting, if any.}~~

The identity of a subject individual requiring fingerprinting will be provided by the district to the authorized fingerprinter for verification.

A subject individual shall be subject to fingerprinting only after acceptance of an offer of employment or contract.

A subject individual who has been convicted of any crimes prohibiting employment or contract will be terminated and/or will not be employed or contracted. A subject individual who has failed fails to disclose the presence of criminal convictions that would not otherwise prevent his/her employment or contract with the district as provided by law, may be employed or contracted with by the district. A subject individual who knowingly made a false statement as to the conviction of any crime ~~{may}~~ will not be employed or contracted with by the district.

The district's use of criminal history must be relevant to the specific requirements of the position, services or employment.

The district shall not begin the employment of an individual, volunteer service or terms of a district contractor ~~on a probationary basis pending before~~ the return and disposition of criminal records checks and/or fingerprinting.

~~{The service of a volunteer in a position identified by the district as requiring a nationwide criminal records check including fingerprinting {may} {will not} begin {on a probationary basis pending} {before} the return and disposition of the nationwide criminal records check including fingerprinting.}~~

~~{A subject individual who knowingly made a false statement or has been convicted of a crime listed in ORS 342.143 {may} {will} result in immediate termination from the ability to volunteer in the district.}~~

Fees associated with a criminal records check and/or fingerprinting may be charged.

The superintendent shall develop administrative regulations as necessary to meet the requirements of law.

Appeals

A subject individual may appeal a determination that prevents employment or eligibility to contract with the district to the Superintendent of Public Instruction as a contested case and will be notified of such in writing by ODE.

A volunteer required to submit to a fingerprint-based criminal records check may appeal a determination that prevents the ability to volunteer with the district to the Superintendent of Public Instruction as a contested case, if the results of the background check were provided by ODE or ODE's vendor and will be notified of such in writing by ODE.

END OF POLICY

Legal Reference(s):

.180
.230
.603
.607

.107
.631
.143
.223

-0010 to -0030
-0500
-2430
-0012

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

Corrected 5/2/19

Philomath School District 17J

Code: GCDA/GDDA-AR
Revised/Reviewed: 11/19/12
Orig. Code: GCDA/GDDA-AR

Criminal Records Checks ~~and~~ Fingerprinting*

Subject Requirements

1. Any individual newly hired, ~~whether full time or part time~~, and not requiring licensure as a teacher, administrator, personnel specialist or school nurse shall be required to undergo a nationwide criminal records check and fingerprinting.
2. Individuals applying for reinstatement of a license ~~an Oregon license with the Teacher Standards and Practices Commission (TSPC) that has lapsed for more than three years shall be required to undergo such checks~~ a nationwide criminal records check and fingerprinting with TSPC.
3. ~~Requirements, including applicable fees and the process for the collection and submission of fingerprints, etc., will generally be met by the individual as a part of the licensing process and in accordance with rules established by the Teacher Standards and Practices Commission (TSPC).~~
- 4.3. Any individual registering with TSPC for student teaching, practicum or internship as a teacher, administrator or personnel specialist shall be required to undergo a nationwide criminal records check and fingerprinting with TSPC.
- 5.4. Any district contractor ~~and its employees~~, whether part-time or full-time, ~~or an employee of a district contractor, whether part-time or full-time~~, hired into a position having direct, unsupervised contact with students shall be required to undergo a nationwide criminal records check and fingerprinting.

The superintendent will identify district contractors ~~who are present on district property and regularly interact with students and are~~ subject to such requirements.

- 6.5. Any contractor or an employee of the contractor who provides early childhood special education or early intervention services shall be required to undergo a nationwide criminal records check and fingerprinting with the ~~Employment Department~~ Oregon Department of Education, Child Care Division.
- 7.6. An individual who is an employee of a public charter school shall be required to undergo a nationwide criminal records check and fingerprinting.
- 8.7. Any person authorized by the district for volunteer service into a position ~~having~~ allowing direct, unsupervised contact with students will be required to undergo an Oregon criminal records check.
- 9.8. ~~{Any volunteer allowed to have direct, unsupervised contact with students in a volunteer position, identified in Board policy² by the district as requiring fingerprinting, shall be required to undergo a nationwide criminal records check and fingerprinting.}~~

¹ A contractor's employee may not be required to submit to fingerprinting until the contractor has been offered a contract by the district.

² See policy GCDA/GDDA - Criminal Records Checks and Fingerprinting.

10.9. ~~{Any individual authorized by the district for volunteer service that is not likely to have direct, unsupervised contact with students, [will] ~~{will not}~~ be required to undergo an Oregon criminal records check.}~~

Exceptions

~~An exception will be made to criminal records checks and fingerprinting. A newly hired employee is not subject to fingerprinting if the district has ~~on file~~ evidence ~~on file~~ that the newly hired employee was previously checked ~~though~~ from a previous employer documenting a successfully completed ~~an~~ Oregon and FBI criminal records check ~~by a previous employer that was a school district.~~~~

~~Evidence of the prior check will be either a copy of the criminal records check or a written statement of verification from a supervisor or officer of the previous employer.~~

Furthermore:

1. The Oregon Department of Education (ODE) or TSPC verification of a previous check shall be acceptable only in the event the district can demonstrate records are not otherwise available; ~~and~~
2. ~~Additional~~ ~~The district shall maintain~~ evidence that the employee has not resided outside the state between the two periods of time working in the district ~~shall be maintained.~~

Notification

1. The district will provide ~~the following~~ notification to individuals subject to criminal records checks and fingerprinting ~~of the following~~:
 - a. Such checks are required by law ~~and/or~~ Board policy;
 - b. Any action resulting from ~~those such~~ checks ~~that impact employment, contract or volunteering~~ may be appealed as a contested case;
 - c. All employment or contract offers ~~for the ability to volunteer~~ are contingent upon the results of such checks;
 - d. A refusal to consent to criminal records checks or fingerprinting or falsely stating on district employment applications, contracts or ODE fingerprint forms as to conviction of a crime shall result in immediate termination from employment or contract status;
 - 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)} ~~{may} {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 been convicted of any crime listed in ORS 342.143 ~~{may} {will}~~ result in immediate termination from the ability to volunteer in the district.} ~~{The district ~~{may} {will}~~ remove the volunteer from the position allowing direct, unsupervised contact with students.}~~~~
2. The district will provide ~~the written~~ notice ~~described above~~ through such means as employment applications and contract ~~or volunteer~~ forms.

Processing ~~and~~ Reporting Procedures

1. Any individual subject to criminal records checks and/or fingerprinting shall, as part of the application process, complete the appropriate forms as provided by ODE.

2. ~~Following acceptance of an offer of employment, the Criminal Verification of Applicants form for those not subject to fingerprinting will be sent to ODE for processing. A copy will be kept on file by the district in the individual's personnel file.~~
3. ~~If the All individual~~s~~ is subject to fingerprinting pursuant to state law, he/she will be are required to report within three working days to an authorized fingerprinter for fingerprinting as directed by the district.~~

~~Fingerprints may be collected by one of the following:~~

- a. Employing district staff;
- b. Contracted agent of employing district;
- c. Local or state law enforcement agency.

Individuals shall be subject to fingerprinting only after acceptance of an offer of employment or contract.

4. ~~The individual is responsible for obtaining one fingerprint card from an Oregon district, education service district, an Oregon approved teacher education institution, ODE or TSPC.~~
5. ~~The individual is responsible for submitting to the authorized fingerprinter one fingerprint card and an 8 1/2" inches x 11" inches or larger envelope with postage affixed and addressed to the district.~~
6. ~~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 and require that the individual submit a photo ID identification (driver's license or other) containing the individual's name and picture in order to verify the identity of the individual intended to be fingerprinted.~~
- 7.4. ~~The authorized fingerprinter will return the fingerprint card to the district in the envelope provided. The Fingerprint Criminal History Verification form and fingerprint card will be sent to the ODE. A copy of the form will be kept in the employee's personnel file. 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.~~
- 8.5. The authorized fingerprinter will obtain the necessary identification and fingerprinting and notify ODE of the results. ODE will then notify the district of said results as well as the identity of any individual it believes has knowingly made a false statement, 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~~}~~.
- 9.6. A copy of the fingerprinting results will be kept by the district.

Fees

Fees associated with criminal records checks and/or fingerprinting for individuals applying for employment with the district including contractors and their employees and volunteers shall be paid by the district.

Termination of Employment or Withdrawal of Employment/Contract Offer

1. Any individual required to submit to criminal records checks and/or fingerprinting in accordance with law and/or Board policy will be terminated from consideration as a district volunteer and employment or contract status or withdrawal of offer of employment or contract will be made by the superintendent immediately upon:

- a. Refusal to consent to a criminal records check and/or fingerprinting; or
- b. Notification by the Superintendent of Public Instruction or his/her designee or the State Board of Education that the employee has made a false statement as to conviction of a crime or conviction of crimes prohibiting employment with the district as specified ~~in~~ **by** law.

2. Any individual required to submit to a criminal records check and/or fingerprinting in accordance with law ~~may~~ **will** be terminated from employment or contract status, or withdrawal of offer of employment or contract will be made by the superintendent upon notification from the Superintendent of Public Instruction or designee 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. ~~{Any volunteer who will be allowed to have direct, unsupervised contact with students that refuses to submit to a required criminal records check to acquire or maintain such a volunteer status in the district 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 an individual knowingly made a false statement or has a conviction of any crime listed in ORS 342.143, the individual ~~will~~ ~~may~~ be denied the ability to volunteer.}~~

6. ~~{Any volunteer who knowingly makes a false statement, as determined by the district, on a district volunteer application form ~~may~~ will be denied the ability to volunteer in the district.}~~

Appeals

All appeals regarding a determination which prevents his/her employment or eligibility to contract with the district will be directed to the Superintendent of Public Instruction. Individuals eligible to appeal as a contested case will be so notified in writing by ODE.

A volunteer required to submit to a fingerprint-based criminal records check may appeal a determination that prevents the ability to volunteer with the district to the Superintendent of Public Instruction as a contested case, if the results of the background check were provided by ODE or ODE's vendor and will be notified of such in writing by ODE.

Corrected 5/2/19

Philomath School District 17J

Code: GCEA
Adopted: 10/09/06
Orig. Code: GCEA

D

Substitute Teachers

(This isn't policy. This is internal procedures. You already defined substitute teachers in Policy GAA)

Substitute personnel will be assigned by the principal to fill a temporary vacancy caused by absence of a regular employee. The assignment will be made from a list of properly qualified substitutes. Substitute employees will be made aware of school rules and regulations necessary in carrying out their assignments.

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

The district shall adhere to the requirements of the law in the employment of substitute, part time, temporary, and replacement teachers.

END OF POLICY

Legal Reference(s):

ORS 332.507
ORS 342.420
ORS 342.610

ORS 342.815

OAR 584-020-0000 to -0045

OAR 581-005-0001

Corrected 5/2/19

Philomath School District 17J

Code: GCIA
Adopted: 10/09/06
Orig. Code: GCIA

Coaching Assignments

(Except for the first sentence, does this need to be in policy?)

All coaches will be hired by the superintendent on the recommendation of the site supervisors/principals. Vacancies will be advertised and posted, according to terms of the current collective bargaining agreement with licensed staff. (Are coaches part of the licensed collective bargaining agreement, even if they are classified or non-represented staff?)

~~The person recommended to the Board will be the best-qualified applicant for the position in the judgment of the superintendent and site supervisors/principals.~~

~~The administration is authorized to temporarily place regular employees prior to the formal presentation of new employees to the Board, and to hire temporary and emergency replacement employees without Board presentation.~~

END OF POLICY

Legal Reference(s):

ORS 332.107

Corrected 5/2/19