

# Rainier School District 13

Code: **DBDB**  
Adopted: 1/8/24

## Fund Balance

The Board recognizes its responsibility to establish an unrestricted fund balance<sup>1</sup> in an amount sufficient to:

1. Protect the district from unnecessary borrowing in order to meet cash-flow needs;
2. Provide prudent reserves to meet unexpected emergencies and protect against catastrophic events;
3. Meet the uncertainties of state and federal funding; and
4. Help ensure a district credit rating that would qualify the district for lower interest costs and greater marketability of bonds that may be necessary in the construction and renovation of school facilities.

Consequently, the Board directs the superintendent to manage the currently adopted district budget in such a way to ensure an ending fund cash balance of at least 8 percent of total adopted general fund revenues, but no more than 15 percent.

The Board will consider a variety of factors with potential impact on the district's budget including the predictability and volatility of its expenditures<sup>2</sup>; the availability of resources in other funds as well as the potential drain upon general fund resources from other funds<sup>3</sup>; liquidity<sup>4</sup>; and designations<sup>5</sup>. Such factors will be reviewed annually.

END OF POLICY

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### Legal Reference(s):

ORS 294.311(18)

ORS 294.398

ORS 332.107

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<sup>1</sup> The Government Finance Officers Association (GFOA) recommends, at a minimum, that general-purpose governments, regardless of size, maintain an unrestricted fund balance in their general fund of no less than 5 to 15 percent of regular general fund operating revenues, or of no less than one to two months of regular general fund operating expenditures. The Oregon Association of School Business Officials recommends, at a minimum, an unrestricted ending fund balance of no less than 3 to 8 percent of the general fund budget. In general practice, levels of fund balance, typically, are less for larger governments than for smaller governments because of the magnitude of the amounts involved and because the diversification of their revenues and expenditures often results in lower degrees of volatility.

<sup>2</sup> Higher levels of unrestricted fund balance may be needed if significant revenue sources are subject to unpredictable fluctuations or if operating expenditures are highly volatile.

<sup>3</sup> The availability of resources in other funds may reduce the amount of unrestricted fund balance needed in the general fund, just as deficits in other funds may require that a higher level of unrestricted fund balance be maintained in the general fund.

<sup>4</sup> The disparity between when financial resources actually become available to make payments and the average maturity of related liabilities may require that a higher level of resources be maintained.

<sup>5</sup> The need to maintain a higher level of unrestricted fund balance to compensate for any portion of unrestricted fund balance already designated for a special purpose.

# Rainier School District 13

Code: AC-AR  
Revised/Reviewed: 10/14/19  
Revised/Readopted: 01/08/24  
Orig. Code(s): AC-AR

## Discrimination Complaint Procedures

Complaints regarding discrimination or harassment, on any basis protected by law, shall be processed in accordance with the following procedures:

**Step 1** Complaints may be oral or in writing and must be filed with the principal. Any staff member that receives a written or oral complaint shall report the complaint to the building principal.

The principal shall investigate and determine the action to be taken, if any, and reply in writing, to the complainant within 10 school days of the receipt of the complaint.

**Step 2** If the complainant wishes to appeal the decision of the principal, the complainant may submit a written appeal to the superintendent or designee within five school days after receipt of the principal's response to the complaint.

The superintendent or designee shall review the principal's decision within five school days and may meet with all parties involved. The superintendent or designee will review the merits of the complaint and the principal's decision. The superintendent or designee will respond, in writing, to the complainant within 10 school days.

**Step 3** If the complainant is not satisfied with the decision of the superintendent or designee, a written appeal may be filed with the Board within five school days of receipt of the superintendent's or designee's response to Step 2. The Board may decide to hear or deny the request for appeal at a Board meeting. The Board may meet with the concerned parties and their representative at ~~the next regular or special~~ a Board meeting. The Board's decision will be final and will address each allegation in the complaint and contain reasons for the Board's decision. A copy of the Board's final decision shall be sent to the complainant in writing or electronic form within 10 business days of ~~this meeting~~ receipt of the appeal by the board.

If the principal is the subject of the complaint, the individual may start at Step 2 and should file a complaint with the superintendent or designee.

If the superintendent is the subject of the complaint, the complaint may start at Step 3 and should be referred to the Board chair. The Board may refer the investigation to a third party.

Complaints against the Board as a whole or against an individual Board member may start at Step 3 and should be submitted to the Board chair and may be referred to district counsel.

Complaints against the Board chair may start at Step 3 and should be referred directly to the Board vice chair.

The timelines established in each step of this procedure may be extended upon mutual consent of the district and the complainant in writing, but will not be longer than 30 days from the date of the submission of the complaint at any step. The overall timeline of this complaint procedure may be extended beyond 90 days from the initial filing of the complaint upon written mutual consent of the district and the complainant.

The complainant, ~~if a person who resides in the district, a parent or guardian of a student who attends school in the district or a student,~~ is not satisfied after exhausting local complaint procedures, the district fails to render a written decision within 30 days of submission of the complaint at any step or fails to resolve the complaint within 90 days of the initialing filing of the complaint, may appeal<sup>1</sup> the district's final decision to the Deputy Superintendent of Public Instruction under Oregon Administrative Rules (OAR)581-002-0001 – 002-0023.

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<sup>1</sup> An appeal must meet the criteria found in OAR 581-002-0005(1)(a).

## DISCRIMINATION COMPLAINT FORM

\_\_\_\_\_  
Name of Person Filing Complaint      Date      School or Activity

☐ Student/Parent   ☐ Employee   ☐ Job applicant   ☐ Other \_\_\_\_\_

Type of discrimination:

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Race                      | <input type="checkbox"/> Mental or physical disability | <input type="checkbox"/> Age  |
| <input type="checkbox"/> Color                     | <input type="checkbox"/> Marital status                | <input type="checkbox"/> Sexual orientation                             |
| <input type="checkbox"/> Religion                  | <input type="checkbox"/> Familial status               | <input type="checkbox"/> Pregnancy                                      |
| <input type="checkbox"/> Sex                       | <input type="checkbox"/> Economic status               | <input type="checkbox"/> Discriminatory use of a Native American mascot |
| <input type="checkbox"/> National or ethnic origin | <input type="checkbox"/> Veterans' status              | <input type="checkbox"/> Other _____                                    |

Specific complaint: (Please provide detailed information including names, dates, places, activities and results of discussion.)

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Who should we talk to and what evidence should we consider? \_\_\_\_\_

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Suggested solution/resolution/outcome: \_\_\_\_\_

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This complaint form should be mailed or submitted to the principal.

Direct complaints related to educational programs and services may be made to the U.S. Department of Education, Office for Civil Rights. Direct complaints related to employment may be filed with the Oregon Bureau of Labor and Industries, Civil Rights Division, or the U.S. Department of Labor, Equal Employment Opportunities Commission.



# Rainier School District 13

Code: JFCF-AR  
Revised/Reviewed: 12/09/19 1/8/24

## **Hazing, Harassment, Intimidation, Bullying, Menacing, Cyberbullying, and Teen Dating**

### **Violence Reporting Procedures – Student**

The principals and the superintendent have responsibility for investigations concerning reported acts of hazing, harassment, intimidation or bullying, menacing, acts of cyberbullying, and incidents of teen dating violence. The investigator(s) shall be a neutral party having had no involvement in the report presented.

All reports will be investigated in accordance with the following procedures:

- Step 1 Any reports or information on acts of hazing, harassment, intimidation or bullying, menacing, acts of cyberbullying, or incidents of teen dating violence (e.g., complaints, rumors) shall be presented to the principal. Reports against the principal shall be filed with the superintendent. Reports against the superintendent shall be filed with the Board chair. All such information will be reduced to writing and will include the specific nature of the offense and corresponding dates.
- Step 2 The principal receiving the report shall promptly investigate. Parents will be notified of the nature of any report involving their student. The principal will arrange such meetings as may be necessary with all concerned parties within five working days after receipt of the information or report. The parties will have an opportunity to submit evidence and a list of witnesses. All findings related to the report will be reduced to writing. The principal conducting the investigation shall notify the person making the report within 10 working days of receipt of the information or report, and parents as appropriate, in writing when the investigation is concluded and a decision regarding disciplinary action, as warranted, is determined.

A copy of the notification letter or the date and details of notification to the person making the report, together with any other documentation related to the incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

- Step 3 If the person making the report is not satisfied with the decision at Step 2, they may submit a written appeal to the superintendent or designee. Such appeal must be filed within 10 working days after receipt of the Step 2 decision. The superintendent or designee will arrange such meetings with the person making the report and other affected parties as deemed necessary to discuss the appeal. The superintendent or designee shall provide a written decision to the appeal within 10 working days.
- Step 4 If the person making the report is not satisfied with the decision at Step 3, a written appeal may be filed with the Board. Such appeal must be filed within 10 working days after receipt of the Step 3 decision. The Board shall, within 20 working days, conduct a hearing at which time the person making the report shall be given an opportunity to present the report. The Board shall

Hazing, Harassment, Intimidation, Bullying, Menacing, Cyberbullying, and Teen Dating

Violence Reporting Procedures – Student – JFCF-AR

provide a written decision to the person making the report within 10 working days ~~following completion of the hearing of receipt of the appeal by the Board.~~

Reports against the superintendent should be referred to the Board chair on behalf of the Board. The Board chair shall present the report to the Board. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, ~~within 20 days,~~ in open session what action, if any, is warranted. A final decision will be made within 30 days of receipt of the report.

Reports against the Board as a whole or against an individual Board member should be made to the Board chair on behalf of the Board. The Board chair shall present the report to the Board. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, ~~within 20 days,~~ in open session what action, if any, is warranted. A final decision will be made within 30 days of receipt of the report.

Reports against the Board chair may be made directly to the Board vice chair on behalf of the Board. The Board vice chair shall present the report to the Board. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, ~~within 20 days,~~ in open session what action, if any, is warranted. A final decision will be made within 30 days of receipt of the report.

Timelines may be extended upon written agreement between both parties. This also applies to reports filed against the superintendent or any Board member.

Direct complaints of discriminatory harassment related to educational programs and services may be made to the Regional Civil Rights Director, U.S. Department of Education, Office for Civil Rights, Region X, 915 Second Ave., Room 3310, Seattle, WA 98174-1099.

Documentation related to the incident may be maintained as a part of the student's education records. Additionally, a copy of all reported acts of hazing, harassment, intimidation or bullying, menacing, cyberbullying, or incidents of teen dating violence and documentation will be maintained as a confidential file in the district office.

# Rainier School District 13

Code: JGE  
Adopted: 8/17/15  
Revised/Readopted: 12/09/19; 1/13/20, 1/8/24  
Orig. Code: JGE

## Expulsion\*\*

A principal, after reviewing available information, may recommend to the superintendent that a student be expelled. Expulsion of a student shall not extend beyond one calendar year.

A student may only be expelled for ~~any~~ of the following circumstances:

1. When a student's conduct poses a threat to the health or safety of students or employees;
2. When other strategies to change the student's conduct~~behavior~~ have been ineffective, except that expulsion may not be used to address truancy; or
3. When required by law.

The use of expulsion for discipline of a student in fifth grade or lower is limited to:

1. Nonaccidental conduct causing serious physical harm to a student or employee;
2. When a school administrator determines, based on the administrator's observations or upon a report from an employee, the student's conduct poses a direct threat to the health or safety of students or employees; or
3. When the expulsion is required by law.

The age of the student and the past pattern of behavior will be considered prior to imposing the expulsion.

No student may be expelled without a hearing unless the student's parents, or the student if 18 years of age, waive the right to a hearing, either in writing or by failure to appear at a scheduled hearing. ~~By waiving the right to a hearing, the student and parent agree to abide by the findings of a hearings officer. The Board delegates the authority to decide on expulsion to the superintendent. The superintendent may designate another person to handle the potential expulsion, and the superintendent, a designee or another individual may act as the hearings officer. The district may contract with an individual who is not employed by the district to serve as the hearings officer. The hearings officer will not be associated with the initial actions of the building administrators. The hearings officer will conduct the hearing and make a final decision regarding the expulsion. A decision of the hearings officer may be appealed by the parent or the student if age 18 or over to the Board for review.~~

If the decision of the hearings officer is appealed to the Board for review, the findings as to the facts and the hearings officer's decision will be submitted to the Board, and will be available in identical form to the Board, the student and the student's parents at the same time. At a future meeting, the Board will review the hearings officer's decision and will affirm, modify or reverse the decision.



When a recommendation for an expulsion is made and an expulsion n-expulsion hearing is not waived, the following procedure is required:

1. Notice will be given to the student and the parent by personal service<sup>1</sup> or by certified mail<sup>2</sup> at least five days prior to the scheduled hearing. Notice shall include:
  - a. The specific charge or charges and the specific facts that support the charge or charges;
  - b. ~~The conduct constituting the alleged violation, including the nature of the evidence of the violation and reason for expulsion;~~
  - c. A recommendation for expulsion statement of intent to consider the charges as reason for expulsion;
  - d. The student's right to a hearing;
  - e. When and where the hearing will take place; and
  - f. The student may be represented by counsel or other persons. right to representation.
2. ~~The Board may expel, or may delegate the authority to decide on an expulsion to the superintendent or superintendent's designee, who may also act as the hearings officer. The district may contract with an individual who is not employed by the district to serve as the hearings officer. The hearings officer designated by the Board will conduct the hearing and will not be associated with the initial actions of the building administrators;~~
3. ~~Expulsion hearings will be conducted in private and will not be open to the general public unless the student or the student's parents request an open session;~~
4. ~~If in case the parent or student has difficulty understanding does not understand the English language or has other serious communication disabilities, the district will provide an interpreter during the hearing translator. All communications will be in a manner that is understandable to the parents and student translator;~~
5. The student shall be permitted to have representation present at the hearing to advise and to present arguments. The representation may be an attorney, and/or parent or other person. The district's attorney may be present;
6. The student shall be afforded the right to present their version of the events underlying the expulsion recommendation and to introduce evidence by testimony, writings or other exhibits;
7. The student shall be permitted to be present and to hear the evidence presented by the district;
8. The hearings officer or the student may record the hearing;
9. Strict rules of evidence shall not apply to the proceedings. However, this shall not limit the hearings officer's control of the hearing;
10. ~~If the Board is conducting the expulsion hearing, the Board may designate the Board chair or a third party as the hearings officer. The hearings officer will determine the facts of each case on the~~

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<sup>1</sup> The person serving the notice shall file a return of service. (OAR 581-021-0070)

<sup>2</sup> When "certified mail is given to a parent of a suspended student, the notice shall be placed in the mail at least five days before the date of the hearing." (OAR 581-021-0070)

evidence presented at the hearing. Evidence may include the relevant past history and student education records. The hearings officer will provide to the Board, findings as to the facts, the recommended decision and whether or not the student has committed the alleged conduct. This will include the hearings officer's recommended decision on disciplinary action, if any, including the duration of any expulsion. This material will be available in identical form to the Board, the student if age 18 or over and the students' parents at the same time. Following the review by the Board of the hearings officer's recommendation, the Board will make the final decision regarding the expulsion;

11. ~~If the Board has delegated authority to the superintendent or designee to act as the hearings officer, the superintendent may designate themselves, or a third party, as the hearings officer. The hearings officer's decision is final. However, a decision of the hearings officer may be appealed by the parent or the student if age 18 or over to the Board for review. If the decision of the hearings officer is appealed to the Board for review, the findings as to the facts and the hearings officer's decision will be submitted to the Board, and will be available in identical form to the Board, the student and the student's parents at the same time. At its next regular or special meeting the Board will review the hearings officer's decision and will affirm, modify or reverse the decision;~~
12. A Board-conducted hearing or a Board review of the hearings officer's decision will be conducted in executive session unless the student or the student's parent requests a public hearing. If an executive session is held by the Board or a private hearing held by the hearings officer, the following will not be made public:
  - a. The name of the minor student;
  - b. The issues involved, including a student's confidential records;
  - c. The discussion;
  - d. The vote of Board members, which may be taken in executive session when considering an expulsion.

Prior to expulsion, ~~the district must propose alternative programs of instruction or instruction combined with counseling to a student subject to expulsion for reasons other than a weapons policy violation, the district must notify the student and parents of alternative programs of instruction or instruction combined with counseling and document this notification. The district must document to the parent of the student that proposals of alternative education programs have been made.~~

END OF POLICY

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**Legal Reference(s):**

ORS 192.660  
ORS 332.061  
ORS 336.615 - 336.665

ORS 339.115  
ORS 339.240  
ORS 339.250

OAR 581-021-0050 - 021-0075  
House Bill 2514 (2019)

**Cross Reference(s):**

JG - Student Discipline



# Rainier School District 13 DELETE

Code: EFA-AR  
Revised/Reviewed: 6/19/17; 10/14/19  
Orig. Code(s): EFA-AR

## Local Wellness Program

The health of our students is essential to their academic success. When faced with conflicting priorities or issues of implementation, this policy will be interpreted in a way that favors student health. The district's comprehensive age-appropriate nutrition program will be implemented in district schools in accordance with the following requirements:

### Definitions

1. "Accompaniment foods" means food items served along with another food to enhance palatability such as butter, jelly, cream cheese, salad dressing, croutons, and condiments.
2. "Combination foods" means products that contain two or more components representing two or more of the recommended food groups: fruit; vegetable; dairy; protein; or grains.
3. "Competitive foods" means any food or drink sold in competition with the National School Lunch Program (NSLP) and/or School Breakfast Program (SBP) during the school day. Competitive foods shall meet Federal and State nutrition and portion size guidelines.
4. "Entree item" means an item that is either:
  - a. A combination food of meat or meat alternate and whole grain rich food; or
  - b. A combination food of vegetable or fruit and meat or meat alternate; or
  - c. A meat or meat alternate alone with the exception of yogurt, low-fat or reduced fat cheese, nuts, seeds and nut or seed butters and meat snacks (such as dried beef jerky); or
  - d. Grains only when served in the SBP.
5. "Food service area" means any area on school premises where NSLP or SBP meals are both served and eaten, as well as any areas in which NSLP or SBP meals are either served or eaten.
6. "Meal period" means the period(s) during which breakfast or lunch meals are served and eaten, and as identified on the school schedule.
7. "Nutrition education" means a planned sequential instructional program that provides knowledge and teaches skills to help students adopt and maintain lifelong healthy eating habits.
8. "Oregon Smart Snacks Standards"<sup>1</sup> means the minimum nutrition standards for competitive foods and beverages.
  - a. Food items, including accompaniment foods, must:

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<sup>1</sup> Oregon Department of Education, [www.ode.state.or.us](http://www.ode.state.or.us)

- (1) Be a grain product that contains 50 percent or more whole grains by weight or have as the first ingredient a whole grain (e.g., flour, flake or meal); or
- (2) Have as the first ingredient, one of the non-grain major food groups: fruits; vegetables; dairy or protein foods (e.g., meat, beans, poultry, seafood, eggs, nuts, seeds); or
- (3) Be a combination food that contains one-quarter cup of fruit and/or vegetable; or
- (4) Have one of the food items above as a second ingredient if water is the first ingredient; and
- (5) Meet all the competitive food nutrient standards:
  - (a) Calories:
    - (i) Snacks contain no more than:
      - 1) 150 calories as packaged or served for elementary level;
      - 2) 180 calories as packaged or served for middle school level;
      - 3) 200 calories as packaged or served for high school level.
    - (ii) Entrees contain no more than 350 calories as packaged or served.
  - (b) Total fat: contains 35 percent or less of total calories from fat per item as packaged or served.

Exemptions to the total fat standard are granted for reduced fat cheese and part-skim mozzarella cheese, nuts, seeds, nut or seed butters, products consisting of only dried fruit with nuts and/or seeds with no added nutritive sweeteners or fat and seafood with no added fat.
  - (c) Saturated fat: contains no more than 10 percent of total calories from saturated fat per item as packaged or served.

Exemptions to the saturated fat standard are granted for reduced fat cheese and part-skim mozzarella cheese, nuts and products consisting of only dried fruit with nuts and/or seeds with no added nutritive sweeteners or fat.
  - (d) Transfat: contains 0 grams of trans fat per item as packaged or served.
  - (e) Sugar must be no more than 35 percent by weight.
    - (i) Exempt from the sugar standard are:
      - 1) Dried whole fruits or vegetables;
      - 2) Dried whole fruit or vegetable pieces;
      - 3) Dehydrated fruits or vegetables with no added nutritive sweeteners; and
      - 4) Dried fruits with nutritive sweeteners that are required for processing and/or palatability purposes (i.e., cranberries, blueberries, tart cherries).
  - (f) Sodium:

- (i) Snacks contain no more than 200 mg sodium<sup>2</sup> per item as packaged or served.
- (ii) Entrees contain no more than 480 mg sodium per item as packaged or served.
- (g) Caffeine free, except for naturally occurring trace amounts, for elementary and middle school level.
- (h) Exempt from all nutrients standards on any day are:
  - (i) Fresh, canned and frozen fruits or vegetables with no added ingredients except water.
  - (ii) Fruit packed in 100 percent juice, extra light or light syrup.
  - (iii) Canned vegetables that contain a small amount of sugar for processing purposes.
- (i) Entrees in same or smaller portion served on the day or the day following in the National School Lunch or School Breakfast Programs are exempt from the nutrient standards for:
  - (i) Calories
  - (ii) Total Fat
  - (iii) Saturated fat;
  - (iv) Transfat;
  - (v) Sodium; and
  - (vi) Sugar.

b. Beverages must be:

(1) For elementary level students:

- (a) Plain water, carbonated or uncarbonated, with portion size unlimited;
- (b) Lowfat milk (unflavored), with portion size not to exceed 8 ounces and 150 calories;
- (c) Nonfat milk (including flavored), with portion size not to exceed 8 ounces and 150 calories;
- (d) Nutritionally equivalent milk alternatives, portion size not to exceed 8 ounces and 150 calories;
- (e) Full strength, unsweetened fruit or vegetable juices, portion size not to exceed 8 ounces and 120 calories;
- (f) Fruit and vegetable juice that is 100 percent juice diluted with water, carbonated or uncarbonated, and no added sugar or sweeteners with portion size not to exceed 8 ounces and 120 calories;
- (g) Caffeine free, except for naturally occurring trace amounts.

(2) For middle school level students:

- (a) Plain water, carbonated or uncarbonated, with portion size unlimited;

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<sup>2</sup> On July 1, 2016, the sodium standard will reduce to 200 mg per item as packaged or served.

- (b) Lowfat milk (unflavored), portion size not to exceed 10 ounces and 190 calories;
  - (c) Nonfat milk (including flavored), portion size not to exceed 10 ounces and 190 calories;
  - (d) Nutritionally equivalent milk alternatives, portion size not to exceed 10 ounces and 190 calories;
  - (e) Full strength, unsweetened fruit or vegetable juices, portion size not to exceed 10 ounces and 150 calories;
  - (f) Fruit and vegetable juice that is 100 percent juice diluted with water, carbonated or uncarbonated, and no added sugar or sweeteners with portion size not to exceed 10 ounces and 150 calories;
  - (g) Caffeine free, except for naturally occurring trace amounts.
- (3) For high school level students:
- (a) Plain water, carbonated or uncarbonated, with portion size unlimited;
  - (b) Lowfat milk (unflavored), portion size not to exceed 12 ounces and 225 calories;
  - (c) Nonfat milk (including flavored), portion size not to exceed 12 ounces and 225 calories;
  - (d) Nutritionally equivalent milk alternatives, portion size not to exceed 12 ounces and 225 calories;
  - (e) Full strength, unsweetened fruit or vegetable juices, portion size not to exceed 12 ounces and 180 calories;
  - (f) Fruit and vegetable juice that is 100 percent juice diluted with water, carbonated or uncarbonated, and no added sugar or sweeteners with portion size not to exceed 12 ounces and 180 calories;
  - (g) Low or no calorie beverage is less than 5 calories per 8 ounce serving or less than or equal to 10 calories per 20 fluid ounces, portion size not to exceed 20 ounce serving;
  - (h) Other beverages are not to exceed 40 calories per 8 fluid ounces (or 60 calories per 12 fluid ounces) with portion size not to exceed 12 ounces.
- c. Use the nutrient standard for the lowest grade group when mixed grades have open access to competitive foods.
9. “School day” means a student education day beginning at midnight and ending at the conclusion of afternoon student activities, such as athletic, music or drama practices, clubs, academic support and enrichment activities.
10. “School campus” means all areas of property under the jurisdiction of the school that are accessible to students during the school day.
11. “Snack” means a food that is generally regarded as supplementing a meal and includes, but is not limited to, chips, crackers, onion rings, nachos, french fries, doughnuts, cookies, pastries, cinnamon rolls and candy.

### **Nutrition Promotion and Nutrition Education**

Nutrition promotion and nutrition education shall focus on students’ eating behaviors, be based on theories and methods proven effective by research and be consistent with state and local district health education

standards. Nutrition education at all levels of the district's curriculum shall include, but not be limited to, the following essential components designed to help students learn:

1. Age-appropriate nutritional knowledge, including the benefits of healthy eating, essential nutrients, nutritional deficiencies, principles of healthy weight management, the use and misuse of dietary supplements, safe food preparation, handling and storage and cultural diversity related to food and eating;
2. Age-appropriate nutrition-related skills, including, but not limited to, planning a healthy meal, understanding and using food labels and critically evaluating nutrition information, misinformation and commercial food advertising; and
3. How to assess one's personal eating habits, set goals for improvement and achieve those goals.

### **Physical Activity and Physical Education**

In order to insure students are afforded the opportunity to engage in physical activity and physical education in the school setting, the following guidelines apply:

1. Physical activity will be integrated across curricula and throughout the school day. Movement will be made a part of all classes or courses as part of a well-round education;
2. Physical education will be a course of study that focuses on students' physical literacy and development of motor skills;
3. Physical education courses will be the environment where students learn, practice and are assessed on developmentally appropriate knowledge, skills and confidence to become physically literate;
4. All physical education classes will be taught by licensed physical education teachers and/or appropriately licensed teachers as outlined in the Teacher Standards and Practices Commission (TSPC);
5. Daily recess period(s) will be provided that will not be used as a punishment or a reward.

### **Food and Beverage Marketing**

The district (i.e., school nutrition services, athletics department, PTA, PTO) will review existing contracts, new contracts and equipment and product purchase or replacement to reflect the applicable food and beverage marketing guidelines established by the district wellness policy.

"Food and beverage marketing" is defined as advertising and other promotions in schools. Food and beverage marketing often include oral, written or graphic statements made for the purpose of promoting the sale of a food or beverage product made by the producer, manufacturer, seller or any other entity with a commercial interest in the product.

This term includes, but is not limited to, the following:

1. Brand names, trademarks, logos or tags, except when placed on a physically present food or beverage product or its container;



2. Displays, such as on vending machine exteriors;
3. Corporate brand, logo, name or trademark on school equipment, such as marquees, message boards, scoreboards or backboards;

Note: Immediate replacement of these items is not required; however, districts will replace or update scoreboards or other durable equipment when existing contracts are up for renewal or to the extent that is financially possible over time so that items are in compliance;

4. Corporate brand, logo, name or trademark on cups used for beverage dispensing, menu boards, coolers, trash cans and other food service equipment; as well as on posters, book covers, student assignment books or school supplies displayed, distributed, offered or sold by the district;
5. Advertisements in school publications or school mailings;

Free product samples, taste tests or coupons of a product, or free samples displaying advertising of a product.

### **Nutrition Guidelines and Food Services Operation**

Decisions regarding the sale of foods in addition to the National School breakfast and Lunch Program meals will be based on nutrition goals, not solely revenue. It is the intent of the Board that district schools take a proactive effort to encourage students to make nutritious food choices.

In order to support a school's nutrition and food services operation as an essential partner in the educational mission of the district and its role in the district's comprehensive nutrition program, the principal is responsible for ensuring:

1. The school encourages all students to participate in the school's NSLP and SBP meal opportunities;
2. The district's nutrition services operation will provide nutrient-dense, tasty food including a variety of fruits and vegetables;
3. The district will look for opportunities to integrate local foods into the meals served to students by the district, based on availability, acceptability, and price, using food grown in the district's school garden whenever possible;
4. The school notifies families of need-based programs for free or reduced-price meals and encourages eligible families to apply;
5. The school's NSLP and SBP maintains the confidentiality of students and families applying for or receiving free or reduced-priced meals in accordance with the National School Lunch Act;
6. The school's NSLP and SBP operates to meet dietary specifications in accordance with the Healthy, Hunger-Free Kids Act of 2010 and applicable state laws and regulations;
7. The school sells or serves varied and nutritious food choices consistent with the applicable nutrition standards set by the USDA and the Oregon Smart Snacks Standards. A school or district that operates or contracts the food service component of their NSLP and SBP, shall form a nutrition

advisory committee comprised of staff, students, and parents. Cultural norms and preferences will be considered;

8. Food prices set by the district are communicated to students and parents. District pricing strategies will encourage students to purchase full meals and nutritious items;
9. Procedures are in place to provide families, on request, information about the ingredients and nutritional value of the foods served;
10. Modified meals are prepared for students with special dietary needs:
  - a. The district will provide substitute foods to students with a disability<sup>3</sup> that restricts their diet, when supported by a written statement from a state-licensed health care professional who is authorized to write medical prescriptions.
  - b. Such substitutions will be provided only when a medical statement from the licensed health care professional is on file at school. The medical statement must state the nature of the child's impairment so its effect on the student's diet is understood, and what must be done to accommodate the impairment.
11. Food service equipment and facilities meet applicable local and state standards concerning health, safe food preparation, handling and storage, drinking water, sanitation and workplace safety;
12. Students are provided adequate time and space to eat meals in a pleasant and safe environment. The school will consider strategies, such as recess before lunch, to help contribute to healthy eating. School dining areas will be reviewed to ensure:
  - a. Tables and chairs are of the appropriate size for students;
  - b. Seating is not overcrowded;
  - c. Students have a relaxed environment;
  - d. Noise is not allowed to become excessive;
  - e. Rules for safe behavior are consistently enforced;
  - f. Tables and floors are cleaned between meal periods;
  - g. The physical structure of the eating area is in good repair;
  - h. Appropriate supervision is provided.
13. The guidelines for reimbursable school meals shall not be less restrictive than regulations and guidance issued by the Secretary of Agriculture pursuant to subsections (a) and (b) of section 10 of the Child Nutrition Act (42 U.S.C. § 1779) and sections 9(f)(1) and 17(a) of the Richard B. Russell National School Lunch Act (42 U.S.C. § 1758(f)(1), § 1766(a)), as those regulations and guidance apply to schools.

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<sup>3</sup> To comply with Section 504 as it relates to a student's severe food allergy, such as milk, gluten, nut or soy, and including but not limited to diabetes, colitis, etc.

## **Employee Wellness**

The district's school Employee Wellness Program may include the following:

1. Health education and health promoting activities that focus on skill development and lifestyle behavior that change along with awareness building, information dissemination, access to facilities, and are preferably tailored to employee's needs and interests;
2. Safe, supportive social and physical environments including organizational expectations about healthy behavior and implementation of policy that promote health and safety and reduce the risk of disease;
3. Linkage to related programs such as employee assistance programs, emergency care and programs that help employees balance work life and family life;
4. Education and resources to help employees make decisions about health care;
5. Nutrition and fitness educational opportunities that may include, but are not limited to, the distribution of educational and informational materials, and the arrangement of presentations and workshops that focus on healthy lifestyles, health assessments, fitness activities and other appropriate nutrition and physical activity related topics.

The district encourages participation from all employees, employees are not limited to instructional staff (i.e., teachers and instructional assistants) but include administrators and all support staff. The following groups are seen as essential for establishing, implementing and sustaining an effective school employee wellness program: school personnel who implement existing wellness programs in the district, i.e., school employee wellness committee and they may be the district personnel who implement health programs for students such as, but not limited to, school health coordinator, school nurses, psychologist, health and physical educators, nutrition professionals, counselors and other school staff. These groups may include decision makers who have the authority to approve policy and provide administrative support essential for a school wellness program such as, but not limited to, board members, superintendents, human resource administrators, fiscal services administrators and building principals.

## **Other School-Based Activities**

The district will provide the following activities and encourage the following practices which promote local wellness:

1. The district will strive to provide access to School-Based Health Clinics for all students, as fiscally possible.
2. The district will promote health and wellness through collaboration with physical education teachers, nutrition services staff, teachers, students and the community through district wide events, school and community gardens, and other support projects.

## **Competitive Food Sales**

In keeping with federal regulations, the district controls the sale of all competitive foods.

Accordingly, the district will select food items that meet the Oregon Smart Snacks nutrition standards. The sale of foods and beverages in competition with the district's NSLP and SBP meals shall be permitted when all income from the food sales accrues to the benefit of the district's nutrition and food services operation or a school or student organization as approved by the Board.

The district will ensure that nutritious foods are available at an affordable option whenever food is sold or served on district property or at district-sponsored events; that schools limit the sale or serving of foods or snacks high in fat, sodium or added sugars; and competition with nutritious meals served by the school nutrition and food services operation is minimized.

## **Other Foods Offered or Sold**

Foods and beverages sold or offered in classrooms or school-sponsored activities during the school day shall follow the Oregon Smart Snacks standards unless otherwise exempt by state law.

Food and beverage items sold after the school day as part of an approved school fund-raising event are not required to meet minimum state requirements.

A guideline will be developed for "Healthy Snacks" and "Healthy Parties" and provided to parents and teachers with a list of examples of healthy, affordable food choices for snacks and parties.

## **Fund Raising and School Stores**

The district encourages fund-raising activities that promote physical activity and provide healthy food and beverage options. Food sold at school as a fund raiser during the school day will meet the Healthy Snacks, Healthy Party guidelines, and Federal and State regulations.

## **Distribution of Competitive Foods**

### **1. Celebrations**

Nutritious foods are encouraged when used as part of a social or cultural event in the schools. During the school day, schools should limit the use of food at celebrations that are not related to the curriculum. Parents and staff are encouraged to provide party foods that are consistent with the Healthy Parties guidelines and to serve such items after the lunch hour whenever possible.

### **2. Use of foods as Incentive or Reward**

The use of any candy as a reward for academic performance or good behavior is strongly discouraged. Other food as an incentive, or reward, or as part of the curriculum for students should be used judiciously, taking into consideration the nutritional value of the food being served and the frequency of use.

## **After-School Events Sponsored by District**

Food offerings at concession stands operated on school campuses (such as, but not limited to, athletic events and concessions, after school programs, performances and school dances) shall include healthy options such as water, milk, 100 percent juice and nutritious foods as delineated by the Healthy Snacks guidelines.

## **Staff Development**

Ongoing pre-service and professional development training opportunities for staff will be encouraged. Staff responsible for nutrition education will be encouraged to participate in professional development activities to effectively deliver the nutrition education program as planned. Nutrition and food services personnel will receive opportunities to participate in professional development activities that address strategies for promoting healthy eating behavior; food safety; maintaining safe, orderly and pleasant eating environments; and other topics directly relevant to the employee's job duties. The principal is responsible to ensure such training is made available including, but not limited to, the following:

1. Personnel management;
2. Financial management and record keeping;
3. Cost- and labor-efficient food purchasing and preparation;
4. Sanitation and safe food handling, preparation and storage;
5. Planning menus for students with special needs and students of diverse cultural backgrounds;
6. Customer service and student and family involvement;
7. Marketing healthy meals;
8. Principles of nutrition education, including selected curriculum content and innovative nutrition teaching strategies; and
9. Assessment by staff of their own eating practices and increased awareness of behavioral messages staff provide as role models.

## **Family and Community Involvement**

In order to promote family and community involvement in supporting and reinforcing nutrition education in the schools, the principal is responsible for ensuring:

1. Nutrition education materials and cafeteria menus are sent home with students;
2. Parents are encouraged to send healthy snacks/meals to school;
3. Parents and other family members are invited to periodically eat with their student in the cafeteria;
4. Families are invited to attend exhibitions of student nutrition projects or health fairs;

5. Nutrition education workshops and screening services are offered;
6. Nutrition education homework that students can do with their families is assigned (e.g., reading and interpreting food labels, reading nutrition-related newsletters, preparing healthy recipes, etc.);
7. Staff are encouraged to cooperate within their own schools and with other agencies and community groups to provide opportunities for student volunteer or paid work related to nutrition, as appropriate;
8. Staff encourages and provides support for parental involvement in their children's physical education.

### **Program Evaluation**

In order to evaluate the effectiveness of the local wellness program in promoting healthy eating, increased physical activity among students and to implement program changes as necessary to increase its effectiveness, the superintendent or designee is responsible for ensuring:

1. Board policy and this administrative regulation are implemented as written;
2. All building, grade-level nutrition education curricula and materials are assessed for accuracy, completeness, balance and consistency with state and local district educational goals and standards;
3. Nutrition education is provided throughout the student's school years as part of the district's age-appropriate, comprehensive nutrition program, and is aligned and coordinated with the Oregon Health Education Standards and school health education programs;
4. Teachers deliver nutrition education through age-appropriate, culturally relevant, participatory activities that include social learning strategies and activities that are aligned and coordinated with the Oregon Health Education Standards and school health education programs;
5. Teachers and school nutrition and food services personnel have undertaken joint project planning and action;
6. Teachers have received curriculum-specific training;
7. Teachers provide physical activity instruction and programs that meet the needs and interests of all students;
8. Families and community organizations are involved, to the extent practicable, in nutrition education; and
9. One or more persons within the district or at each school, as appropriate, will be charged with the operational responsibility of ensuring that the policy and administrative regulations are followed and will develop an evaluation plan to be used to assess the district's level of compliance with state and federal requirements.

# Rainier School District 13

Code: GBEA  
Revised/Reviewed: 1/8/24

## Workplace Harassment \*

Workplace harassment is prohibited and shall not be tolerated. This includes workplace harassment that occurs between district employees or between a district employee and the district in the workplace or at a work-related event that is off district premises and coordinated by or through the district, or between a district and a district employee off district premises. Elected school board members, volunteers and interns are subject to this policy.

Any district employee who believes they have been a victim of workplace harassment may file a report with the district employee designated in the administrative regulation GBEA-AR - Workplace Harassment Reporting and Procedure, may file a report through the Bureau of Labor and Industries' (BOLI) complaint resolution process or under any other available law. The reporting of such information is voluntary. The district employee making the report is advised to document any incidents of workplace harassment.

"Workplace harassment" means conduct that constitutes discrimination prohibited by Oregon Revised Statute (ORS) 659A.030 (discrimination in employment based on race, color, religion, sex, sexual orientation, gender identity, national origin, marital status, age, or expunged juvenile record), including conduct that constitutes sexual assault<sup>1</sup> or that constitutes conduct prohibited by ORS 659A.082 (discrimination against person in uniformed service) or 659A.112 (discrimination in employment based on disability).

The district, upon receipt of a report from a district employee who believes they are a victim of workplace harassment, shall provide information about legal resources and counseling and support services, including any available employee assistance services. The district employee receiving the report, whether a supervisor of the employer or the district employee designated to receive reports, is advised to document any incidents of workplace harassment, and shall provide a copy of this policy and accompanying administrative regulation to the victim upon their disclosure about alleged workplace harassment.

All incidents of behavior that may violate this policy shall be promptly investigated.

Any person who reports workplace harassment has the right to be protected from retaliation.

The district may not require or coerce a district employee to enter into a nondisclosure<sup>2</sup> or nondisparagement<sup>3</sup> agreement.

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<sup>1</sup> "Sexual assault" means unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat or intimidation.

<sup>2</sup> A "nondisclosure" agreement or provision prevents either party from disclosing the contents of or circumstances surrounding the agreement.

<sup>3</sup> A "nondisparagement" agreement or provision prevents either party from making disparaging statements about the other party.

The district may not enter into an agreement with an employee or prospective employee, as a condition of employment, continued employment, promotion, compensation, or the receipt of benefits, that contains a nondisclosure provision, a nondisparagement provision or any other provision that has the purpose or effect of preventing the employee from disclosing or discussing workplace harassment that occurred between district employees or between a district employee and the district, in the workplace or at a work-related event that is off district premises and coordinated by or through the district, or between a district employee and employer off district premises.

The district may enter into a settlement agreement, separation or severance agreement that includes one or more of the following provisions only when a district employee claiming to be aggrieved by workplace harassment requests to enter into the agreement: 1) a nondisclosure or nondisparagement provision; 2) a provision that prevents disclosure of factual information relating to the claim of workplace harassment; or 3) a no-rehire provision that prohibits the employee from seeking reemployment with the district as a term or condition of the agreement. The agreement must provide the district employee at least seven days after signing the agreement to revoke it.

If the district determines in good faith that an employee has engaged in workplace harassment, the district may enter into a settlement, separation or severance agreement that includes one or more of the provisions described in the previous paragraph.

It is the intent of the Board that appropriate corrective action will be taken by the district to stop workplace harassment, prevent its recurrence and address negative consequences. Staff members in violation of this policy shall be subject to discipline, up to and including dismissal and/or additional workplace harassment awareness training, as appropriate. Other individuals (e.g., board members, witnesses, and volunteers) whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the superintendent or the Board.

The district shall make this policy available to all district employees and shall be made a part of district orientation materials provided and copied to new district employees at the time of hire.

The superintendent will establish a process of reporting incidents of workplace harassment and the prompt investigation.

END OF POLICY

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**Legal Reference(s):**

|                              |                     |                         |
|------------------------------|---------------------|-------------------------|
| <u>ORS 174.100</u>           | <u>ORS 659A.029</u> | <u>ORS 659A.820</u>     |
| <u>ORS 243.317 - 243.323</u> | <u>ORS 659A.030</u> | <u>ORS 659A.875</u>     |
| <u>ORS 659A.001</u>          | <u>ORS 659A.082</u> | <u>ORS 659A.885</u>     |
| <u>ORS 659A.003</u>          | <u>ORS 659A.112</u> | <u>OAR 584-020-0040</u> |
| <u>ORS 659A.006</u>          | <u>ORS 659A.370</u> | <u>OAR 584-020-0041</u> |

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).

Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).

House Bill 3041 (2021) House Bill 3041 (2021)



# Rainier School District 13

Code: GCDA/GDDA-AR  
Adopted: 3/12/18  
Revised/Readopted: 10/14/19, 1/8/24  
Orig. Code: GCDA/GDDA-AR

## Criminal Records Checks and Fingerprinting

### Requirements

1. Any individual newly hired employee<sup>1</sup>, whether full-time or part-time, and not requiring licensure under Oregon Revised Statute (ORS) 342.223 such as a teacher, administrator, personnel specialist or school nurse, shall undergo a criminal records check and fingerprinting.
2. Any individuals applying for reinstatement of an Oregon license with the Teacher Standards and Practice Commission (TSPC) that has lapsed for more than three years shall 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 undergo a criminal records check and fingerprinting.
4. Any individual hired as or by a contractor<sup>2</sup>, whether part-time or full-time, into a position having direct, unsupervised contact with students as determined by the district shall undergo 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, at a school site as part of an early childhood program, or at a K through 12 school site during the regular school day, shall be required to undergo a nationwide 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. Any individual authorized by the district for volunteer service into a position allowing direct, unsupervised contact with students shall be required to undergo an Oregon criminal records check.
8. ~~Any volunteer allowed to have direct, unsupervised contact with students, in a volunteer position identified in Board policy<sup>3</sup> by the district as requiring a fingerprint-based criminal records check, shall undergo a state and national criminal records check based on fingerprints.~~

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<sup>1</sup> 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).

<sup>2</sup> A person hired as or by a contractor may not be required to submit fingerprinting until the contractor has been offered a contract by the district.

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

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

### Exceptions

A newly hired employee<sup>4</sup> is not subject to fingerprinting if;

1. ~~{The district has evidence on file that the employee~~ person successfully completed a state and national criminal record 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. ~~{<sup>5</sup>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 ~~Oregon Department of Education (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 checks and/or fingerprinting shall result in immediate termination from employment, contract status, or the ability 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) ~~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 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 will result in immediate termination from the ability to volunteer in the district. The district will 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

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<sup>4</sup> Any individual hired within the last three months.

<sup>5</sup> {This revision to TSPC rules sunsets July 1, 2024.}

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 the 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, 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 will be charged as follows: 50 percent of the total cost shall be paid by the district, and the remaining 50 percent by the individual.
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. ~~Fees associated with criminal records checks and/or fingerprinting for persons hired as or by contractors, shall be paid by the individual.~~
3. ~~Fees are payable within three working days of beginning employment, or an individual offered employment in the district may request that the amount of the fee be withheld from the amount otherwise due the individual in accordance with Oregon law. The district may withhold such fees only upon the request of the individual.~~
4. Fees associated with required criminal records checks for volunteer's shall be paid by the district.
5. ~~Fees associated with required fingerprinting for volunteers shall be paid by the individual.~~

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

1. A subject individual required to submit to a criminal records checks and/or fingerprinting in accordance with law and/or Board policy will be terminated from employment or contract status, by the district upon:
  - a. Refusal to consent to a criminal records check and/or fingerprinting; or
  - b. Notification<sup>6</sup> 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

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<sup>6</sup> 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.

conviction occurred in another jurisdiction or in Oregon under a different statutory name or number.

2. A subject individual ~~may~~ 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 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. 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**

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.

# Rainier School District 13

Code: IGBAF  
Adopted: 12/08/14  
Revised/Readopted: 12/09/19, 1/8/24  
Orig. Code: IGBAF

## Special Education - Individualized Education Program (IEP)\*\*

An individualized education program (IEP) shall be developed and implemented for each student with disabilities in the district, kindergarten through 21, including those who attend a public charter school located in the district, who are placed in or referred to a private school or facility by the district or receive related services from the district. The district is responsible for initiating and conducting the meetings to develop, review and revise the IEP of a student with disabilities. The district will ensure that one or both parents are present at each meeting or are afforded the opportunity to participate and are given a copy of the IEP. A meeting to develop an IEP shall be held within 30 calendar days of a determination that the student needs special education and related services, once every 365 days thereafter and when considering a change in the IEP or placement.

If a student is to be placed or referred to a private school or facility or attends a private or parochial school, the district will ensure that a representative of the private school or facility attends the IEP meeting. If the representative of the private school or facility is unable to attend the IEP meeting, the district shall use other methods to ensure participation, including but not limited to, individual or conference telephone calls or individual meetings.

END OF POLICY

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### Legal Reference(s):

|                          |                          |                          |
|--------------------------|--------------------------|--------------------------|
| <u>ORS 343.151</u>       | <u>ORAR 581-015-2200</u> | <u>ORAR 581-015-2230</u> |
| <u>ORS 343.155</u>       | <u>ORAR 581-015-2205</u> | <u>ORAR 581-015-2235</u> |
|                          | <u>ORAR 581-015-2210</u> | <u>ORAR 581-015-2055</u> |
| <u>ORAR 581-015-2000</u> | <u>ORAR 581-015-2215</u> | <u>ORAR 581-015-2600</u> |
| <u>ORAR 581-015-2190</u> | <u>ORAR 581-015-2220</u> | <u>ORAR 581-015-2065</u> |
| <u>ORAR 581-015-2195</u> | <u>ORAR 581-015-2225</u> | <u>ORAR 581-015-2265</u> |
|                          | <u>ORAR 581-015-2229</u> |                          |

Assistance to States for the Education of Children with Disabilities, 34 C.F.R. §§ 300.5 to -300.6, 300.22 to -300.24, 300.34, 300.43, 300.105 to -106, 300.112, 320.325, 300.328, 300.501 (2012).

## Rainier School District 13

Code: IGBAF-AR  
Adopted: 3/14/16  
Revised/Readopted: 12/09/19, 1/8/24  
Orig. Code: IGBAF-AR

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### Special Education - Individualized Education Program (IEP)\*\*

#### 1. General IEP Information

- a. The district ensures that an IEP is in effect for each eligible student:
  - (1) Before special education and related services are provided to a student;
  - (2) At the beginning of each school year for each student with a disability for whom the district is responsible; and
  - (3) Before the district implements all the special education and related services, including program modifications, supports and/or supplementary aids and services, as identified on the IEP.
- b. The district uses:
  - (1) The Oregon standard IEP; or
  - (2) An IEP form that has been approved by the Oregon Department of Education.
- c. The district develops and implements all provisions of the IEP as soon as possible following the IEP meeting.
- d. The IEP will be accessible to each of the student's regular education teacher(s), the student's special education teacher(s) and the student's related services provider(s) and other service provider(s).
- e. The district takes steps to ensure that parent(s) are present at each IEP meeting or have the opportunity to participate through other means.
- f. The district ensures that each teacher and service provider is informed of:
  - (1) Their specific responsibilities for implementing the IEP specific accommodations, modifications and/or supports that must be provided for, or on behalf of the student; and
  - (2) Their responsibility to fully implement the IEP including any amendments the district and parents agreed to make between annual reviews.

The district takes whatever action is necessary to ensure that parents understand the proceedings of the IEP team meeting, including arranging for an interpreter for parents with deafness or whose native language is other than English.

- g. The district provides a copy of the IEP to the parents at no cost.

#### 2. IEP Meetings

- a. The district conducts IEP meetings within 30 calendar days of the determination that the student is eligible for special education and related services.

- b. The district convenes IEP meetings for each eligible student periodically, but not less than once per year.
- c. At IEP meetings, the team reviews and revises the IEP to address any lack of expected progress toward annual goals and in the general curriculum, new evaluation data or new information from the parent(s), the student's anticipated needs, or the need to address other matters.
- d. Between annual IEP meetings, the district and the parent(s) may amend or modify the student's current IEP without convening an IEP team meeting using the procedures in the Agreement to Amend or Modify IEP subsection.
- e. When the parent(s) requests a meeting, the district will either schedule a meeting within a reasonable time or provide timely written prior notice of the district's refusal to hold a meeting.
- f. If an agency other than the district fails to provide agreed upon transition services contained in the IEP, the district convenes an IEP meeting to plan alternative strategies to meet the transition objectives and, if necessary, to revise the IEP.

### 3. IEP Team Members

- a. The district's IEP team members include the following:
  - (1) The student's parent(s);
  - (2) The student, if the purpose of the IEP meeting is to consider the student's postsecondary goals and transition services (beginning for IEPs in effect at age 16), or for younger students, when appropriate;
  - (3) At least one of the student's special education teachers or, if appropriate, at least one of the student's special education providers;
  - (4) At least one of the student's regular education teachers if the student is or may be participating in the regular education environment. If the student has more than one regular education teacher, the district will determine which teacher or teachers will participate;
  - (5) A representative of the district (who may also be another member of the team) who is qualified to provide or supervise the provision of special education and is knowledgeable about district resources. The representative of the district will have the authority to commit district resources and be able to ensure that all services identified in the IEP can be delivered;
  - (6) An individual, who may also be another member of the team, who can interpret the instructional implications of the evaluation results; and
  - (7) At the discretion of the parent or district, other persons who have knowledge or special expertise regarding the student.
- b. Student participation:
  - (1) Whenever appropriate, the student with a disability is a member of the team.
  - (2) If the purpose of the IEP meeting includes consideration of postsecondary goals and transition services for the student, the district includes the student in the IEP team meeting.
  - (3) If the purpose of the IEP meeting includes consideration of postsecondary goals and transition services for the student, and the student does not attend the meeting, the

district will take other steps to consider the student's preferences and interests in developing the IEP.

c. Participation by other agencies:

- (1) With parent or adult student written consent, and where appropriate, the district invites a representative of any other agency that is likely to be responsible for providing or paying for transition services if the purpose of the IEP meeting includes the consideration of transition services (beginning at age 16, or younger if appropriate); and
- (2) If the district refers or places a student in an education service district, state-operated program, private school or other educational program, IEP team membership includes a representative from the appropriate agencies. Participation may consist of attending the meeting, conference call or participating through other means.

4. Agreement for Nonattendance and Excusal

- a. The district and the parent may consent to excuse an IEP team member from attending an IEP meeting, in whole or in part, when the meeting involves a discussion or modification of team member's area of curriculum or service. The district designates specific individuals to authorize excusal of IEP team members.
- b. If excusing an IEP team member whose area is to be discussed at an IEP meeting, the district ensures:
  - (1) The parent and the district consent in writing to the excusal;
  - (2) The team member submits written input to the parents and other members of the IEP team before the meeting; and
  - (3) The parent is informed of all information related to the excusal in the parent's native language or other mode of communication according to consent requirements.

5. IEP Content

- a. In developing the IEP, the district considers the student's strengths, the parent's concerns, the results of the initial or most recent evaluation, and the academic, developmental and functional needs of the student.
- b. The district ensures that IEPs for each eligible student includes:
  - (1) A statement of the student's present levels of academic achievement and functional performance that:
    - (a) Includes a description of how the disability affects the progress and involvement in the general education curriculum;
    - (b) Describes the results of any evaluations conducted, including functional and developmental information;
    - (c) Is written in language that is understood by all IEP team members, including parents;
    - (d) Is clearly linked to each annual goal statement;
    - (e) Includes a description of benchmarks or short term objectives for children with disabilities who take alternative assessments aligned to alternate achievement standards.



- (2) A statement of measurable annual goals, including academic and functional goals, or for students whose performance is measured by alternate assessments aligned to alternate achievement standard, statements of measurable goals and short term objectives. The goals and, if appropriate, objectives:
  - (a) Meet the student's needs that are present because of the disability, or because of behavior that interferes with the student's ability to learn, or impedes the learning of other students;
  - (b) Enable the student to be involved in and progress in the general curriculum, as appropriate; and
  - (c) Clearly describe the anticipated outcomes, including intermediate steps, if appropriate, that serve as a measure of progress toward the goal.
- (3) A statement of the special education services, related services, supplementary aids and services that the district provides to the student:
  - (a) The district bases special education and related services, modifications and supports on peer-reviewed research to the extent practicable to assist students in advancing toward goals, progressing in the general curriculum and participating with other students (including those without disabilities), in academic, nonacademic and extracurricular activities.
  - (b) Each statement of special education services, related or supplementary services, aids, modifications or supports includes a description of the inclusive dates, amount or frequency, location and who is responsible for implementation.
- (4) A statement of the extent, if any, to which the student will not participate with nondisabled students in regular academic, nonacademic and extracurricular activities.
- (5) A statement of any individual modifications and accommodations in the administration of state or districtwide assessments of student achievement.
  - (a) A student will not be exempt from participation in state or districtwide assessment because of a disability unless the parent requests an exemption;
  - (b) If the IEP team determines that the student will take the alternate assessment instead of the regular statewide or a districtwide assessment, a statement of why the student cannot participate in the regular assessment and why the alternate assessment is appropriate for the student.
- (6) A statement describing how the district will measure student's progress toward completion of the annual goals and when periodic reports on the student's progress toward the annual goals will be provided.

#### 6. Agreement to Amend or Modify IEP

Between annual IEP meetings, the district and the parent may agree to make changes in the student's current IEP without holding an IEP meeting. These changes require a signed, written agreement between the district and the parent.

- a. The district and the parent record any amendments, revisions or modifications on the student's current IEP. If additional IEP pages are required these pages must be attached to the existing IEP.

- b. The district files a complete copy of the IEP with the student's education records and informs the student's IEP team and any teachers or service providers of the changes.
- c. The district provides the parent prior written notice of any changes in the IEP and upon request, provides the parent with a revised copy of the IEP with the changes incorporated.

7. IEP Team Considerations and Special Factors

- a. In developing, reviewing and revising the IEP, the IEP team considers:
  - (1) The strengths of the student and concerns of the parent for enhancing the education of the student;
  - (2) The results of the initial or most recent evaluation of the student;
  - (3) As appropriate, the results of the student's performance on any general state or districtwide assessments;
  - (4) The academic, developmental and functional needs of the child.
- b. In developing, reviewing and revising the student's IEP, the IEP team considers the following special factors:
  - (1) The communication needs of the student; and
  - (2) The need for assistive technology services and/or devices.
- c. As appropriate, the IEP team also considers the following special factors:
  - (1) For a student whose behavior impedes his or her learning or that of others, strategies, positive behavioral intervention and supports to address that behavior;
  - (2) For a student with limited English proficiency, the language needs of the student as those needs relate to the IEP;
  - (3) For a student who is blind or visually impaired, instruction in Braille and the use of Braille unless the IEP team determines (after an evaluation of reading and writing skills, needs and media, including evaluation of future needs for instruction in Braille or the use of Braille, appropriate reading and writing), that instruction in Braille or the use of Braille is not appropriate;
  - (4) For a student who is deaf or hard of hearing, the student's language and communication needs, including opportunities for direct communication with peers and professional personnel in the student's language and communication mode, academic level and full range of needs, including opportunities for direct instruction in the student's language and communication mode; and
  - (5) If a student is deaf, deafblind, or hard of hearing, the district will provide information about relevant services and placements offered by the school district, the education service district, regional programs, and the Oregon School for the Deaf; and
  - (6) A statement of any device or service needed for the student to receive a free appropriate public education (FAPE).
- d. In addition to the above IEP contents, the IEP for each eligible student of transition age includes:

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- (1) Beginning not later than the IEP in effect when the student turns 16, or younger if determined appropriate by the IEP team, and updated annually thereafter, the IEP must include:
  - (a) Appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training education, employment, and where appropriate, independent living skills; and
  - (b) The transition services (including courses of study) needed to assist the student in reaching those goals.
- (2) At least one year before a student reaches the age of majority (student reaches the age of 18, or has married or been emancipated, whichever occurs first), a statement that the district has informed the student that all procedural rights will transfer at the age of majority; and
- (3) If identified transition service providers, other than the district, fail to provide any of the services identified on the IEP, the district will initiate an IEP meeting as soon as possible to address alternative strategies and revise the IEP if necessary.

8. Incarcerated Youth

- a. For students with disabilities who are convicted as adults, incarcerated in adult correctional facilities and otherwise entitled to FAPE, the following IEP requirements do not apply:
  - (1) Participation of students with disabilities in state and districtwide assessment; and
  - (2) Transition planning and transition services, for students whose eligibility will end because of their age before they will be eligible to be released from an adult correctional facility based on consideration of their sentence and eligibility for early release.
- b. The IEP team may modify the student's IEP, if the state has demonstrated a bona fide security or other compelling interest that cannot be otherwise accommodated.

9. Extended School Year Services

- a. The district makes extended school year (ESY) services available to all students for whom the IEP team has determined that such services are necessary to provide FAPE.
- b. ESY services are:
  - (1) Provided to a student with a disability in addition to the services provided during the typical school year;
  - (2) Identified in the student's IEP; and
  - (3) Provided at no cost to the parent.
- c. The district does not limit consideration of ESY services to particular categories of disability or unilaterally limit the type, amount or duration of service.
- d. The district provides ESY services to maintain the student's skills or behavior, but not to teach new skills or behaviors.
- e. The district's criteria for determining the need for extended school year services include:
  - (1) Regression (a significant loss of skills or behaviors) and recoupment time based on documented evidence; or

- (2) If no documented evidence, on predictions according to the professional judgment of the team.

- f. "Regression" means significant loss of skills or behaviors in any area specified on the IEP as a result of an interruption in education services.
- g. "Recoupment" means the recovery of skills or behaviors specified on the IEP to a level demonstrated before the interruption of education services.

#### 10. Assistive Technology

- a. The district ensures that assistive technology devices or assistive technology services, or both, are made available if they are identified as part of the student's IEP. These services and/or devices may be part of the student's special education, related services or supplementary aids and services.
- b. On a case-by-case basis, the district permits the use of district-purchased assistive technology devices in the student's home or in other settings if the student's IEP team determines that the student needs access to those devices to receive a free appropriate public education. In these situations, district policy will govern liability and transfer of the device when the student ceases to attend the district.

#### 11. Transfer Students

- a. In state:

If a student with a disability (who had an IEP that was in effect in a previous district in Oregon) transfers into the district and enrolls in a district school within the same school year, the district (in consultation with the student's parents) provides a free appropriate public education to the student (including services comparable to those described in the student's IEP from the previous district), until the district either:

- (1) Adopts the student's IEP from the previous district; or
- (2) Develops, adopts and implements a new IEP for the student in accordance with all of the IEP provisions.

- b. Out of state:

If a student transfers into the district with a current IEP from a district in another state, the district, in consultation with the student's parents, will provide a free appropriate public education to the student, including services comparable to those described in the student's IEP from the previous district, until the district:

- (1) Conducts an initial evaluation (if determined necessary by the district to determine Oregon eligibility) with parent consent and determines whether the student meets eligibility criteria described in Oregon Administrative Rules.
- (2) If the student is eligible under Oregon criteria, the district develops, adopts and implements a new IEP for the student using the Oregon Standard IEP or an approved alternate IEP.
- (3) If the student does not meet Oregon eligibility criteria, the district provides prior written notice to the parents explaining that the student does not meet Oregon eligibility criteria and specifying the date when special education services will be terminated.