



**Board of Directors Meeting
Regular Session - 6:00 PM**

**AGENDA - EXPLANATION
Thursday, November 19, 2020
Virtual Meeting
Remotely Via Zoom
Stayton, OR 97383**

VISION

*We change kids' lives through a commitment to excellence,
integrity, equity, and community engagement*

NSSD MISSION STATEMENT

*Ensure students reach their highest academic and vocational
potential and develop into productive citizens*

GUIDING PRINCIPLE

Do what is best for all kids

BOARD GOALS

- 1. Offer the most comprehensive program possible for students and the appropriate staffing to support our commitment to doing what is best for all kids*
- 2. Celebrate the successes of the District and community*
- 3. Routinely monitor the effectiveness of District programs and services in order to better serve all kids*
- 4. Build and sustain dynamic relationships with stakeholders of the District through proactive communication exchanges*

The board packet is available on the District's website at www.nstantiam.k12.or.us under District>Board of Directors>Agendas/Minutes.

The North Santiam School District Board of Directors will meet in Regular Session on November 19, 2020 at 6:00pm via Zoom. Access to the agenda, agenda explanation, and board packet can be located on the District website at www.nstantiam.k12.or.us > School Board.

1. CALL REGULAR SESSION TO ORDER

The Regular Session of the North Santiam School District's Board of Directors is called to order at 6:00 pm via Zoom using the link information listed below. It is an open meeting of the Board and the public is allowed to observe. On the agenda is a place for public comment. Those in attendance that wish to address the Board during this time must complete a public comment request available via the link PUBLIC COMMENT CARD prior to this point in the agenda. Comment cards are also available in

person in the District Office but must be completed prior to 4:00 pm on the day of the meeting. Speakers may offer objective criticism of school operations and programs however, the law prohibits the Board from hearing complaints regarding any personally identifiable District staff member. The Board asks that anyone wishing to communicate a complaint of this manner follow the proper administrative process in Board policy KL (Public Complaints). This information is available on the District website.

Join Zoom Meeting

<https://nsantiam-k12-or-us.zoom.us/j/88523352550?pwd=R3RhajJTUjIvZDdLSklxcFRzeE9OUT09>

Meeting ID: 885 2335 2550 Passcode: 316108

ACKNOWLEDGEMENT OF BOARD MEMBERS PRESENT: MIKE WAGNER

Erin Cramer is absent with prior notice.

PLEDGE OF ALLEGIANCE: MIKE WAGNER

2. APPROVAL OF THE AGENDA

Any changes to the board packet after posting on November 13, 2020 are noted below:

Added Attachments-

- 6.2-NSSD SIA Grant Agreement
- 6.3-General Fund Board Financials 20-21 & Food Service 20-21
- 6.4-11.03.20 CE Committee Meeting Minutes
- 8.1-Transfer of Appropriations-Res #111920A
- 8.2-ACB-AR1-Bias Incident Complaint
- 9.2-Future Agenda Items

Added Agenda Items-

- 6.2 Student Success Act Update
- 8.1-Transfer of Appropriations Resolution

Removed Agenda Items-

- 9.1 (previously)- Superintendent Evaluation Form ~ being tabled until the December 2020 meeting.

MOTION-APPROVE AGENDA

Motion to approve the agenda as modified.

Motion Made By:

Seconded By:

Vote:

3. SPOTLIGHT

This item is set aside for informational presentations that are not recurring agenda items. This may include guest speakers and highlights on schools or programs in the District.

4. STUDENT BUSINESS

This agenda item is for monthly reports from the Stayton High School ASB president and for other requests/reports from students.

5. PUBLIC COMMENT

The meeting will now be opened to receive public comment. We value the time and initiative members of the public take to share their thoughts with the Board. The Board's role during public comment is not to immediately respond, but to listen. If there is follow-up necessary, we will direct our Superintendent to do so. Remember that we all model the way for our students, and we ask that everyone share their thoughts in a respectful way. Should any public comment include complaints regarding a personally

identifiable District staff member, the Board chair may direct the speaker to the proper administrative process found in Board policy KL which can be found on the District's website. Those who have completed a comment request will now be called (in the order they were received) to turn on their video and microphones to address the Board. Once their comment is complete, they are asked to mute themselves and turn off their cameras. Please note that speakers will have three minutes to express their thoughts.

6. REPORTS

- 1. Superintendent's Report
- 2. Student Success Act Update 7
 Assoc Supt Bolin received the Student Success Act/Student Investment Account Grant Agreement today. It has been included in the board meeting materials for easy reference. He will discuss the next steps in the process to accept the funding.
- 3. Business Director's Report 30
 The Business Director will review the monthly financials and also present a request for a budget transfer of appropriations under NEW BUSINESS (8.1). The Food Services Director will be joining the meeting at this time to share information regarding the budget transfer as it relates to his department.
- 4. Community Engagement Committee Report 32
 The Community Engagement Committee is a sub-committee of the NSSD Board of Directors made up of NSSD staff and two board members. Tass Morrison is the committee chair and Alisha Oliver is a member of the committee. The committee meets monthly and this item is for a monthly report of meeting minutes.

7. CONSENT AGENDA

In order to make more efficient use of meeting time, items that are routine in nature are placed on the Consent Agenda when no debate is anticipated. Any item placed on the Consent Agenda may be removed at the request of any Board member prior to the time a vote is taken. All remaining items of the Consent Agenda are then disposed of in a single motion.

- 1. Approval of Meeting Minutes 34
 The minutes from the previous month's meetings are submitted for Board review and approval.
- 2. Licensed Staff Changes 41
 School boards must approve the hiring and annual renewal and non-renewal of the Licensed staff contracts. Any changes in Licensed staff since the last board meeting are listed below. Only new hires require board approval; building transfers, resignations and retirements are for information only.

New Hires (Board Action Required)

n/a

Resignations

Adair Sullivan- SIS/SMS Counselor (last day is 01/08/21 unless a suitable replacement is found in the interim)

Retirements

Carol Richards-SMS Special Ed Teacher, effective at the end of 20-21 school year

- 3. Policy Updates-2nd Reading/Adoption 42
 Updates to NSSD Board Policies, as recommended by Oregon School Board's Association, were presented for first readings at the October 15, 2020 board meeting and are now presented for approval.

- GBL-Personnel Records
- GBLA-Disclosure of Information

- GBN/JBA-Sexual Harrassment
- GBN/JBA-AR Sexual Harassment Complaint Procedure
- IGBAH AR Special Ed-Evaluation and Eligibility Procedures

4. Action on Consent Agenda

MOTION-CONSENT AGENDA

Motion that the Board approve the Consent Agenda including; 7.1-Minutes from the 10/15/20 Regular Session and 10/30/20 Special Session and 7.3 -Updates to Policies GBL, GBLA, GBN/JBA-AR, IGBAH-AR.

Motion Made By:

Vote:

8. **NEW BUSINESS**

1. **Transfer of Appropriations-Resolution #111920A**

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The Business Director will ask the Board to approve Resolution #111920A for the transfer of appropriations between functions for capital projects and reserve funds. She will review the request in more detail under the Business Director's Report (6.3). This agenda item is to allow for further questions and approve the motion.

POSSIBLE MOTION-RESOLUTION #111920A

Be it resolved that the NSSD Board of Directors approves the transfer of appropriations between functions and increase of appropriations as follows:

Fund 100, Decrease Instruction, 1000 function by \$300,000

Fund 100, Decrease Support Services, 2000 function by \$500,000

Fund 100, Increase Fund Modifications, Transfers function 5200 by \$800,000

Motion Made By:

Seconded By:

Vote:

2. **OSBA Elections**

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The Oregon School Boards Association (OSBA) is organized as one general state association with up to 23 regionally elected representatives established across 14 geographic regions to support member participation and representation.

In even-numbered years member boards vote to elect regional representatives for odd-numbered positions on the OSBA Board of Directors, and to approve the OSBA Legislative Priorities and Principles. This year boards in the Marion region are being asked to consider Jesse Lippold and Bill Graupp to fill position 11. Both of their resumes from the OSBA website and the full 2021-21 Legislative Priorities & Principles resolution have been included in the meeting materials.

POSSIBLE MOTION-OSBA BOARD OF DIRECTORS

Motion that the Board places a vote for {Jesse Lippold}{Bill Graupp} for position 11 for the Marion Region of the OSBA Board of Directors.

Motion Made By:

Seconded By:

Vote:

POSSIBLE MOTION-2021-22 LEGISLATIVE PRIORITIES & PRINCIPLES

Resolution to adopt the OSBA 2021-2022 Legislative Priorities and Principles as recommended by the OSBA Legislative Policy Committee.

Motion Made By:

Seconded By:

Vote:

3. NSSD Policy Updates/First Reading

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Updates to NSSD Board Policies, as recommended by Oregon School Board's Association, will be presented for first readings.

The first policy was recently discovered to be accidentally left unfinished during the total policy rewrite process in October 2017. The HR Director has made the appropriate changes to bring the policy into line with the District's current practices. The attachment first shows the policy as it's intended to be and the 2nd pages displays the policy as it currently exists now.

- **GCBDD_GDBDD-Sick Time**

The second set of policies is as a result of the Oregon State Board of Education adopting a temporary Oregon Administrative Rule (OAR) 581-022-2312 entitled "All Students Belong". This rule took effect Sept 18, 2020 and requires that districts, ESDs, public charter schools and others receiving state funding for education adopt a policy by January 1, 2021 prohibiting symbols of hate and addressing bias incidents.

- **ACB-All Students Belong**

- **ACB-AR-Bias Incident Complaint Procedure**

9. INFORMATION ONLY

1. Student Enrollment:

87

Current enrollment is approximately 2,117 across the District. Numbers for each school are listed below. Refer to the attachment for a breakdown by grade at each location.

Mari-Linn: 155

Sublimity: 345

Stayton Elementary: 311

Stayton Intermediate/Middle: 466

(SIS: 138 SMS: 328)

Stayton High: 726

Options Academy: 114

2. Future Agenda Items:

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A list of annual board meeting agenda items and activities has been included in the meeting materials. Board members may suggest edits to this list at any time. This list has been updated and this is the first draft in the new format. Board members are asked to review and provide feedback. In particular, they will be asked to provide input on how and when to proceed with the next self-evaluation.

3. Upcoming Board Events & Activities:

Information regarding activities across the District can be found on the website at www.nisantiam.k12.or.us

Regular Session-Board Meeting:

December 17, 2020 ~ 6:00 pm, location TBD

Regular Session Board Meeting:

January 21, 2020 ~ 6:00 pm, location TBD

10. BOARD ANNOUNCEMENTS

Announcements for this meeting:

- Board members who attended the OSBA Annual conference on Nov. 7, 2020 will have an opportunity to share what they learned.

Possible Future Agenda Items:

11. **ADJOURN**

Time:

EQUAL OPPORTUNITY EMPLOYER

Equal employment opportunity and treatment shall be practiced by the North Santiam School District regardless of an individual's perceived or actual race, color, religion, sex, sexual orientation, national or ethnic origin, marital status, age, mental or physical disability or perceived disability, pregnancy, familial status, economic status, veterans' status, or of any other persons with whom the individual associates is able to perform the essential functions of the position, with or without reasonable accommodation. This meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours prior to the meeting. If you require special accommodations, please contact Tonia Whisman at the North Santiam School District Office at 503-769-4928.

STATE OF OREGON GRANT AGREEMENT

GRANT NO. 13703

“Student Success Act -Student Investment Account”

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Education (“Agency”) and **North Santiam SD 29J** (“Grantee”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Pursuant to the “Student Success Act”, codified at 2019 Oregon Laws Chapter 122 and as amended from time to time (the “Act”). Agency is authorized to distribute funding from the Statewide Education Initiative Account for the purposes described in Section 9 of the Act. Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

SECTION 2: PURPOSE

The purpose of this grant is to provide funding to assist in meeting students’ mental or behavioral health needs, and increasing academic achievement and reducing academic disparities for students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, English language learners, economically disadvantaged students, students who are homeless, and students who are foster children.

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of July 1, 2020 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on June 30, 2021.

SECTION 4: GRANT MANAGERS

4.1 Agency’s Grant Manager is:

Rachael Moser
Office of Education Innovation & Improvement
255 Capitol St NE
Salem, OR 97310-0203
SIInfo@ode.state.or.us

4.2 Grantee’s Grant Manager is:

David Bolin
North Santiam SD 29J
1155 N 3rd Ave
Stayton, OR 97383-1801

david.bolin@nsantiam.k12.or.us

4.3 A Party may designate a new Grant Manager by written notice to the other Party.

SECTION 5: PROJECT ACTIVITIES

Grantee must perform the project activities set forth on Exhibit A (the "Project"), attached hereto and incorporated in this Grant by this reference, for the period beginning on the Effective Date and ending June 30, 2021 (the "Performance Period").

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to \$579,421.98 ("Grant Funds") for the Project. Agency will pay the Grant Funds from monies available through its Student Investment Account ("Funding Source").

SECTION 7: DISBURSEMENT GENERALLY

7.1 Disbursement.

- 7.1.1** Subject to the availability of sufficient moneys in and from the Funding Source based on Agency's reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.
- 7.1.2** Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.
- 7.1.3** Grantee may use the Grant Funds for indirect or administrative costs up to the amount allowed by OAR 581-014-0004 (currently the lesser of five percent of Grantee's total expenditures or \$500,000 per annum). The rates described in OAR 581-014-0004 control over any other verbal or written rate(s) provided by Agency, including in any notice of award provided by Agency's Electronic Grants Management System ("EGMS").

7.2 Conditions Precedent to Disbursement. Agency's obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

- 7.2.1** Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;
- 7.2.2** No default as described in Section 15 has occurred; and
- 7.2.3** Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

7.3 No Duplicate Payment. Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, the Grantee may not credit or pay any Grant Funds for Project costs that are paid for with other funds and would result in duplicate funding.

7.4 Suspension of Funding and Project. Agency may by written notice to Grantee, temporarily cease funding and require Grantee to stop all, or any part, of the Project dependent upon Grant Funds for a period of up to 180 days after the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Grantee must immediately cease all Project activities dependent on Grant Funds, or if that is impossible, must take all necessary steps to minimize the Project activities allocable to Grant Funds.

If Agency subsequently projects that it will have sufficient funds, Agency will notify Grantee that it may resume activities. If sufficient funds do not become available, Grantee and Agency will work together to amend this Grant to revise the amount of Grant Funds and Project activities to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, Agency will either (i) cancel or modify its cessation order by a supplemental written notice or (ii) terminate this Grant as permitted by either the termination at Agency's discretion or for cause provisions of this Grant.

SECTION 8: REPRESENTATIONS AND WARRANTIES

8.1 Organization/Authority. Grantee represents and warrants to Agency that:

- 8.1.1 Grantee is eligible to accept Grand Funds for this purpose and is duly organized and validly existing under the laws of the State of Oregon;
- 8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (a) execute this Grant, (b) incur and perform its obligations under this Grant, and (c) receive financing, including the Grant Funds, for the Project;
- 8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
- 8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
- 8.1.5 There is no proceeding pending or threatened against Grantee before any court of governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

8.2 False Claims Act. Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

8.3 No limitation. The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

SECTION 9: OWNERSHIP

9.1 Intellectual Property Definitions. As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

“Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.

“Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.

9.2 Grantee Ownership. Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.

- 9.3 Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.
- 9.4 Real Property.** If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, Grantee may not sell, transfer, encumber, lease or otherwise dispose of any real property or improvements to real property paid for with Grant Funds for a period of six (6) years after the Effective Date of this Grant without the prior written consent of the Agency.

SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information, If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-646A.628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600 – 628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee’s obligations under applicable law.
- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee’s employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee’s expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a "Claim" for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.
- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

SECTION 12: INSURANCE

- 12.1 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit C.
- 12.2 Public Body Insurance.** If Grantee is a "public body" as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit C or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit C, or (iii) a combination of any or all of the foregoing.
- 12.3 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

SECTION 13: GOVERNING LAW, JURISDICTION

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. If the parties cannot resolve the dispute at the direct management level, it will be resolved as provided in OAR 581-014-0004.

SECTION 15: DEFAULT

15.1 Grantee. Grantee will be in default under this Grant upon the occurrence of any of the following events:

- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
- 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
- 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

15.2 Agency. Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

SECTION 16: REMEDIES

- 16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (a) termination of this Grant under Section 18.2, (b) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (c) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (e) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (f) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

SECTION 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.3** Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4** Any Grant Funds requested by Grantee as payment for deficient activities or materials.

SECTION 18: TERMINATION

- 18.1 Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 18.2 By Agency.** Agency may terminate this Grant as follows:
- 18.2.1** At Agency's discretion, upon 30 days advance written notice to Grantee;
- 18.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;

18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or

18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

18.3 By Grantee. Grantee may terminate this Grant as follows:

18.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.

18.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or

18.3.3 Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

18.4 Cease Activities. Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

SECTION 19: MISCELLANEOUS

19.1 Conflict of Interest. Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.

19.2 Nonappropriation. Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

19.3 Amendments. The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

19.4 Notice. Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.8.1 FERPA.** The Family Educational Rights and Privacy Act (FERPA), 20 USC §1232g, applies to education records of individual students held by the Agency. If Grantee has access to personally identifiable education records, Grantee shall not disclose them to anyone and upon completion of the education program and expiration of the Grant, Grantee shall destroy the records. Grantee shall comply with all applicable statutes and rules related to FERPA and education records.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Project activities required of Grantee under this Grant. Agency's consent to any contract or subgrant will not relieve Grantee of any of its duties or obligations under this Grant.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.

19.13 Records Maintenance and Access. Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.

19.14 Headings. The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.

19.15 Grant Documents. This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Grant less all exhibits
- Exhibit A (the "Project")
- Exhibit B (Common and Customized Framework)
- Exhibit C (Insurance)

19.16 Merger, Waiver. This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Education

By: _____
Name, Title Date

GRANTEE North Santiam SD 29J

By: _____
Authorized Signature Date

Printed Name, Title

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Cynthia Byrnes, Senior Assistant Attorney General 8/27/2020 via email
Name, Title Date

EXHIBIT A THE PROJECT

SECTION I – BACKGROUND AND GOALS

Signed into law in May of 2019, the Student Success Act (SSA) is a historic opportunity for Oregon schools. The law is rooted in equity, authentic community engagement and shared accountability for student success.

SSA establishes the Student Investment Account (SIA) to provide Oregon school districts and eligible charter schools with access to non-competitive grant funds. Each SIA applicant is required to work alongside educators, students, families and their community to develop a plan and outline priorities and activities that align to the allowable uses in the law.

The SIA grants are for two purposes:

- 1) Meeting students’ mental or behavioral health needs, and
- 2) Increasing academic achievement and reducing academic disparities for students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, English language learners, economically disadvantaged students, students who are homeless, and students who are foster children.

SECTION II – PROJECT DEFINITIONS

The following capitalized terms have the meanings assigned below for purposes of Exhibits A and B.

“Act” means the “Student Success Act” codified in 2019 Oregon Laws Chapter 122, as amended from time to time, inclusive.

“Allowable Costs of the Project” means Grantee’s actual costs that are reasonable, necessary and directly related to the implementation of the SIA Plan and are allowable uses of the Grant Funds under the Act.

“Baseline Targets” means the minimum expectations for improvement set forth in the SIA Plan by the district in either: (i) raising academic achievement or (ii) reducing academic disparities and closing gaps, as further defined in the December 2019 “Guidance for Eligible Applicants”.

“Common Metrics” means the Five-Year Completion Rate, Third-Grade Reading Proficiency Rate, Ninth-Grade On-Track Rate, Regular Attendance Rate, and Four-Year On-Time Graduation rate used by the Agency to measure the success of activities funded by the SIA.

“Disaggregated” has the meaning give in section 12(a) of the Act.

“Five-Year Completion Rate” has the meaning given in section 12(b) of the Act.

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“Focal Student Groups” means students from racial or ethnic groups that have historically experienced academic disparities, students with disabilities, English language learners, economically disadvantaged, students who are homeless and students who are foster children.

“Foundational Year” means the first year of Grantee’s three-year SIA Plan.

“Four-Year on-Time Graduation Rate” means the percentage of students who received a high school diploma or a modified diploma within four years of the student beginning the ninth grade.

“Gap Closing Targets” or “Closing Gap Targets” means the reduction of academic disparities between groups of students especially for Focal Student Groups set forth in the SIA Plan, based on the December 2019 “Guidance for Eligible Applicants”.

“Longitudinal Performance Growth Targets (LPGT)” means the required common metrics and optional locally defined metrics included in Grantee’s SIA Plan.

“Ninth-grade On-Track Rate” has the meaning given in section 12(d) of the Act.

“Optional Local Metrics” means additional Progress Markers toward the Common Metrics included in the SIA Plan.

“Progress Markers” means sets of indicators set forth in the SIA Plan that identify the kinds of changes Agency expects to see in policies, practices and approaches over the next three years that lead to Grantee reaching its LPGT.

“Regular Attendance Rate” has the meaning given in section 12(f) of the Act.

“SIA Account” means the Student Investment Account established, pursuant to ORS 327.175, within the Fund for Student Success for the purpose of distributing grants under ORS 327.195.

“SIA Plan” means the plan developed and implemented by Grantee that focuses on increasing academic achievement and, reducing academic disparities for identified student groups, and meeting students’ mental and behavioral health needs.

“Stretch Targets” means significant improvement set forth in the SIA Plan by the district in either: (i) raising academic achievement or (ii) reducing academic disparities and closing gaps, as further described in the December 2019 “Guidance for Eligible Applicants”.

“Third-Grade Reading Proficiency Rate” has the meaning given in section 12(g) of the Act.

SECTION III – PROJECT ACTIVITIES

This Grant Agreement is for the Foundational Year only.

Subsection 1. Continuous SIA Plan Implementation

Agency will disburse Grant Funds for Allowable Costs of the Project that implement Grantee’s SIA Plan during the Performance Period in accordance with formula and activities described in the Act.

At the start of the 2020-2021 School Year, Grantee must begin to implement its SIA Plans.

Grantees must use the Grant Funds only for:

(a) Increasing instructional time, which may include: (A) More hours or days of instructional time; (B) Summer programs; (C) Before-school or after-school programs; or (D) Technological investments that minimize class time used for assessments administered to students.

(b) Addressing students’ health or safety needs, which may include: (A) Social-emotional learning and development; (B) Student mental and behavioral health; (C) Improvements to teaching and learning practices or organizational structures that lead to better interpersonal relationships at the school; (D) Student health and wellness; (E) Trauma-informed practices; (F) School health professionals and assistants; or (G) Facility improvements directly related to improving student health or safety.

(c) Reducing class sizes, which may include increasing the use of instructional assistants, by using evidence-based criteria to ensure appropriate student-teacher ratios or staff caseloads.

(d) Expanding availability of and student participation in well-rounded learning experiences, which may include: (A) Developmentally appropriate and culturally responsive early literacy practices and programs in prekindergarten through third grade; (B) Culturally responsive practices and programs in grades six through eight, including learning, counseling and student support that is connected to colleges and careers; (C) Broadened curricular options at all grade levels, including access to: (i) Art, music and physical education classes; (ii) Science, technology, engineering and mathematics education; (iii) Career and technical education, including career and technical student organization programs; (iv) Electives that are engaging to students; (v) Accelerated college credit programs, including dual credit programs, International Baccalaureate programs and advanced placement programs; (vi) Dropout prevention programs and transition supports; (vii) Life skills classes; or (viii) Talented and gifted programs; or (D) Access to licensed educators with a library media endorsement

Grantee must periodically review its progress toward meeting Grantee’s Progress Markers and LPGT described in the Exhibit B Common and Customized Framework.

Subsection 2. Foundational Year SIA Plan Refinement and Extension

During the Foundational Year, Grantee must re-visit each aspect of its SIA Plan and engage with Focal Student Groups, families, staff and community to develop a four-year SIA Plan that will extend from 2021-2024 with two biannual implementation periods.

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Grantee must also revisit its LPGT and develop Baseline Targets and Stretch Targets for each of the five Common Metrics and develop Gap Closing Targets that Focal Student Groups will be expected to meet over a five-year period.

As part of the application process for follow-up funding to this Foundational Year Grant, Grantee must work with Agency to co-develop LPGT, Progress Markers and Optional Local Metrics in the spring and summer of 2021.

SECTION IV – REPORTING REQUIREMENTS

Grantee must submit quarterly financial and performance progress reports as well as a final yearly report on the dates set forth in Section V. This reporting requirement shall survive termination of this Agreement.

Financial Reports

Beginning in January of 2021 and continuing each quarter thereafter, Grantee must submit a financial report detailing its expenditure of Grant Funds to the Agency using the form provided by the Agency. Reports are due 30 days after the end of each fiscal year quarter. The yearly report will be due no later than 60 days after the end of the fiscal year.

If Grantee does not use the Grant Funds for Allowable Project Costs Agency may exercise the remedies provided in Section 17 of this Grant, including without limitation deducting amounts from future disbursements of Grant Funds.

Any Grant Funds that are not used by Grantee by June 30, 2021 must be returned to Agency for deposit in the Student Investment Account. If Grantee has not used all of its Grant Funds by June 30, 2021, Grantee may submit a request to Agency no later than June 15 for an extension until September 30, 2021 to use the Grant Funds. The Agency may approve the request at its discretion based upon a determination as to whether the extension and proposed use constitute Allowable Project Costs that further Grantee's SIA Plan or targets.

SIA Plan Performance Reporting

The Agency will closely monitor and evaluate Grantee's progress towards its Progress Markers.

Beginning in January of 2021 and continuing each quarter thereafter, Grantee must submit a narrative Performance Progress Report detailing its SIA Plan activities to the Agency using the form provided by the Agency. Reports are due 30 days after the end of each fiscal year quarter. The yearly report will be due no later than 60 days after the end of the fiscal year.

SIA grant monitoring

The Agency will monitor Grantee's performance under this Grant in person, video conferencing or by phone. Agency will provide written notice to Grantee, as provided in Section 19.4 of the Grant, at least 15 days in advance of Agency's monitoring activities and will schedule in person visits, video conferencing and phone calls.

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A Grant monitoring visit or call may cover a variety of topics at Agency’s discretion including but not limited to: Grantee’s compliance with the SIA Account purposes; challenges faced by the Grantee in implementing its Plan; SIA Plan outcomes; its budget and expenditure of moneys received from the SIA Account, Grantee’s progress toward achieving its Progress Markers; financial reporting, any expenditure changes, and reconciliation of Grant Funds; or Grantee’s training and technical assistance needs.

Before an on-site visit, the Agency will advise Grantee on how to prepare for the monitoring visit and financial reconciliation, the format for the visit, and which Grantee organizational leaders, staff or others should be involved in the visit. Once a date and time are confirmed, the Grantee should send a notification to its organizational leaders, staff, students and community partners who are expected to participate; identify a meeting location and prepare all necessary monitoring documents and data.

The department may establish a procedure for conducting performance audits on a random basis or based on just cause as allowed under rules adopted by the board.

Each grant recipient must conduct a performance review every four years as required by standards adopted in board rule.

SECTION V – DISBURSEMENT and REPORTING PROVISIONS

Agency will disburse the Grant Funds using its Electronic Grants Management System (“EGMS”), on a quarterly basis as outlined below:

<u>Disbursement Date</u>	<u>Amount</u>
<u>October 1, 2020</u>	<u>40%</u>
<u>January 1, 2021</u>	<u>30%</u>
<u>April 1, 2021</u>	<u>30%</u>

*If this Grant is not fully executed by October 1, 2020, Agency will disburse the Grant Funds within 30 days of the Execution Date.

Agency will disburse the Grant Funds in quarterly disbursements in advance of expenditures, not on a reimbursement basis.

Grantee must submit its financial and performance progress reports on the following dates:

- January 31, 2021**
- April 30, 2021**
- August 30, 2021 (Yearly Report)**

EXHIBIT B COMMON AND CUSTOMIZED FRAMEWORK NORTH SANTIAM SD 29J

SECTION I – PROGRESS MARKERS FOR SCHOOL YEAR 2020-2021

The Progress Markers are a mechanism to support a developmental approach to evaluation with a focus on learning about the kinds of changes that happen from distinct investments. The following fifteen Progress Markers are arranged into three categories that represent the advancement in degree of change from minimum to profound as described and listed below:

- A. **“Expect to see”** progress makers represent initial, easy to achieve changes that indicate a recognition of and commitment to SIA plan goals.
- B. **“Would like to see”** progress markers represent longer term likely changes and indicate more active learning and engagement.
- C. **“Would love to see”** progress markers describe the kinds of profound changes ideal for any program or investment to make or contribute towards. Note: In this first year, this would be unusual to see.

A. Expect to see

1	Every school recognizes and honors the strengths that educators, students and their families bring to the educational experience through active and consistent community engagement.
2	An equity lens is in place, adopted, and woven through all policies, procedures and practices.
3	Data teams are forming, and they frequently review data that inform a school’s decision-making processes, including barriers to engagement and attendance. ¹
4	Schools and districts have an inventory of literacy assessments, tools, and curriculum being used.
5	Increased communication exists between educators and families about student growth, literacy trajectory, areas for improvement, and individualized supports are provided.
6	Schools and districts co-develop and communicate a shared understanding (among educators, students, families and community members) of what it means to be on track by the end of the 9th Grade.

¹ Providing sufficient time for teachers and staff to review data is an eligibility requirement for High School Success (Measure 98) funding in high schools. This suggests the value of that practice when well designed for all developmental levels. Duplication in focus is acceptable and strategic in this case. Funds should be braided but grantees can’t use funding for the same purpose with both initiatives.

B. Would like to see

7	Every school has effective foundational learning practices in place including safe, welcoming classroom environments, social-emotional learning, trauma-informed practices, behavioral supports, and culturally sustaining practices.
8	Educators use student-centered approaches to foster student voice, reinforce student engagement and motivation, and increase academic achievement.
9	Dedicated time for professional learning and evaluation tools are in place to see if policies/procedures are adequately meeting the needs of students.
10	Comprehensive literacy strategies, including professional development plans for educators, are documented and communicated to staff, students (developmentally appropriate), and families.
11	An audit of 9th grade course scheduling is conducted, accounting for student core and support course placement, and disaggregated by student focal groups. ²
12	Schools strengthen partnerships with active community organizations and partners, including local public health, businesses, faith communities, tribal leaders, and others.

C. Would love to see

13	Educators have a balanced assessment system in place to help them identify student learning in the areas of reading, writing, research, speaking, and listening that are clearly connected to Oregon’s English Language Arts and Literacy Standards.
14	School districts have a process to identify and analyze the barriers that disconnect students from their educational goals and/or impede students from graduating on time ³ .
15	Students have avenues to share and communicate their dreams and aspirations at all levels, including a clear picture of the contributions and next steps they plan to take after they graduate from high school.

SECTION II – APPROVED OPTIONAL LOCAL METRICS (IF APPLICABLE)

NA

² Again, this is intentionally aligned with High School Success goals and best practices. Changes in progress that might come in part from SIA investments and in part from HSS investments are acceptable to include as “contributions to change” as what we are most interested in is that change is occurring and learning from what is unfolding.

³ ODE considered and received substantial but mixed feedback about the value of mapping the math strategy, and while we chose not to include formally, SIA recipients are encouraged to review the literature and develop an understanding of what Math proficiency is, what it looks like for students and how shared competencies are taught in 9th grade Math.

EXHIBIT C INSURANCE

INSURANCE REQUIREMENTS:

Grantee shall obtain at Grantee's expense the insurance specified in this Exhibit C prior to performing under this Grant Agreement and shall maintain it in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Automobile Liability Insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Grantee shall waive rights of subrogation which Grantee or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Grant Agreement, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Services required under this Grant Agreement, or, (ii) Agency or Grantee termination of this Grant Agreement, or, (iii) The expiration of all warranty periods provided under this Grant Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Grantee shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Grant Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant Agreement. Grantee must furnish acceptable insurance certificates to: ode.insurance@ode.state.or.us or by mail to: **Attention Procurement Services, Oregon Department of Education, 255 Capitol St NE, Salem OR, 97310** prior to commencing the work.

NOTICE OF CHANGE OR CANCELLATION:

ODE SIA

The Grantee or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Grantee agrees to periodic review of insurance requirements by Agency under this Agreement and to provide updated requirements as mutually agreed upon by Grantee and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit C.

Additional Coverages That May Apply:

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

Required (If Grantee is a Non-Profit or if a first tier contractor or subgrantee is a Non-Profit)

Directors, Officers and Organization insurance covering the Grantee's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions - with a combined single limit of no less than \$1,000,000.00 per claim.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:

Required **Not required**

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee is responsible including but not limited to Grantee and Grantee's employees and volunteers. Policy endorsement's definition of an insured shall include the Grantee, and the Grantee's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.00. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

**2020-21 PROJECTION - FOOD SERVICE
REVENUE AND EXPENSE PROJECTIONS**

	ACTUAL		PROJECTED										Totals	Budget	% of Budget		
	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June					
REVENUES:																	
Local Sources																	
Daily Sales- 1610	0	(24)	53	21	20	20	20	20	0	0	0	1,000	1,130	260,000	0.43%	(258,870)	
Special Functions 1630	0	0	46	219	0	0	159	0	0	0	0	0	424	1,500	28.29%		
Service Fee To Other Dist 1940	0	0	0	0	0	0	0	0	2,000	0	0	0	2,000	20,000		(18,000)	
Miscellaneous-1960 1990	0	260	0	9,110	0	0	387	0	400	0	0	0	10,157	3,500	290.20%	6,657	
Rebates/Refunds-1990-002/3	0	239	0	29		0	105	0	300	0	0	300	973	1,000		(27)	
Contracted Serv 1990-025	0	0	0	0	0	0	0	1,500	0	0	0	0	1,500	4,500		(3,000)	
Intermediate Sources 2200	0	0	0	0	0	0	0	0	0	0	0	0	0	4,000	0.00%	(4,000)	
Farm to School 3299-900	0	0	0	0	0	0	0	0	8,000	0	0	8,000	16,000	22,000	72.73%	(6,000)	
State Sources - Lunch Match 3102	0	0	0					0	0				20,000	20,000	100.00%	0	
Federal Sources	0	0	0										0	0	0.00%	0	
Breakfast 4513.900	0	0	0	0	0	0	0	0	0	0	0	0	0	220,000	0.00%	(220,000)	
CN Brkfst .30 addtl 4513.030	0	0	0	0	0	544	0	0	1,093	0	0	0	1,637	5,000	0.00%	(3,363)	
Child Nutrition Lunch 4515 (8)	0	0	0	0	0	0	0	0	0	0	0	0	0	530,000	0.00%	(530,000)	
CN Lunch .40 Addtl 4515-040	0	0	0	0	0	0	0	0	0	0	0	0	0	10,000		(10,000)	
Child Nutrition Snack 4518.900	0	0	0	0		219	0	235	0	176	202		831	1,200		(369)	
CACFP Adult Food 4520	0	0	0	0	0	0	0	0	0	0	0	0	0	30,000	0.00%	(30,000)	
Summer Lunch 4525	0	47,788	0	48,730	126,000	100,800	88,200	126,000	126,000	113,400	138,600	126,000	1,041,519	248,300	419.46%	793,219	
USDA Commodities	0	0	0	0	0	0	0	0	0	0	0	0	0	70,000	0.00%	(70,000)	
Beginning Fund Bal - est R5400	(48,777)												(48,777)	(25,000)		(23,777)	
Transfers In												0	0	0		0	
Total Monthly Revenue	0	48,263	99	58,110	126,020	101,584	88,872	127,755	137,793	113,576	138,802	135,300	1,047,395			(378,605)	
Cumulative Revenue	(48,777)	(514)	(415)	57,695	183,715	285,298	374,170	501,925	639,718	753,293	892,095	1,027,395	1,047,395	1,426,000	73.45%		
EXPENDITURES BY OBJECTS																	
100 Salaries	13,658	12,513	28,075	25,703	25,800	25,800	25,800	27,000	27,000	27,000	27,000	64,945	330,294	374,595	88.17%	44,301	
200 Employee Benefits	6,799	6,340	27,202	22,222	25,000	25,000	25,000	25,000	25,000	25,000	25,000	68,755	306,318	345,139	88.75%	38,821	
300 Purchased Services	345	260	2,041	6,123	1,250	1,000	1,000	3,000	1,000	1,000	2,000	2,000	21,018	20,666	101.70%	(352)	
400 Supplies	5,257	12,236	9,450	25,210	30,000	30,000	30,000	30,000	50,000	50,000	50,000	25,000	347,154	663,400	52.33%	316,246	
500 Capital Outlay	0	0	4,795	0	0	0	0	0	0	0	10,000	0	14,795	15,000	0.00%	205	
600 Dues, Fees, Other	125	1,119	0	3,380	0	0	0	0	2,500	0	0	0	7,124	7,200	98.94%	76	
Total Monthly Expenditure	26,184	32,467	71,563	82,638	82,050	81,800	81,800	85,000	105,500	103,000	114,000	160,700	1,026,703	1,426,000		399,297	
Cumulative Expenditure	26,184	58,651	130,214	212,853	294,903	376,703	458,503	543,503	649,003	752,003	866,003	1,026,703	1,026,703	1,426,000	72.00%	399,297	
EXPENDITURES BY FUNCTION																	
3110- Service Area Direction	9,656	9,648	12,889	9,672	9,700	9,700	9,700	9,700	9,700	9,700	9,700	9,700	119,464	131,271	91.01%	11,807	
3120 Food Prep & Dispense	16,528	22,819	58,674	72,967	72,350	72,100	72,100	75,300	95,800	93,300	104,300	151,000	907,239	1,294,729	70.07%	387,490	
Total Monthly Expenditure	26,184	32,467	71,563	82,638	82,050	81,800	81,800	85,000	105,500	103,000	114,000	160,700	1,026,703	1,426,000		399,297	
Cumulative Expenditure	26,184	58,651	130,214	212,853	294,903	376,703	458,503	543,503	649,003	752,003	866,003	1,026,703	1,026,703	1,426,000	72.00%	399,297	
Month End Balance	(74,961)	(59,165)	(130,629)	(155,158)	(111,188)	(91,404)	(84,333)	(41,578)	(9,285)	1,291	26,093	693					

**2020-21 BOARD FINANCIALS - GENERAL FUND
REVENUE AND EXPENSE PROJECTIONS**

	ACTUALS					PROJECTED							Totals	Budget	% of Budget	
	July	August	September	October	November	December	January	February	March	April	May	June				
REVENUES:																
Local Sources																
Property taxes -R1111:R1112	7,303	46,374	17,489	12,224	5,600,000	326,000	55,000	30,000	125,000	15,000	15,000	125,000	6,374,390	6,480,000	98.37%	
Tuition other districts in the state (R1312)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!	
Investment Earnings -R1510	49,590	7,560	7,522	7,005	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	135,677	200,000	67.84%	
Admissions, Fees, Rents, R1710:R1910 & R1330	(4)	38	6	93	0	166	250	250	0	0	115	1,992	2,906	22,500	12.92%	
Other local Sources R1940:R1990	394	40	883	296	35	1,031	89	10,196	30	0	1,452	14,800	29,246	32,500	89.99%	
0													0			
County School Funds R2101	0	0	0	0	0	0	0	0	45,000	0	0	0	45,000	45,000	100.00%	
Restricted Revenue - PTP R2200 & R3299	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
WESD Regional Transit (2106)	0	0	0	0	0	1,000	0	1,000	0	0	0	0	2,000	2,500	80.00%	
WESD Transit Fund R2102	0	0	0	0	0	150,000	0	150,000	0	150,000	0	150,000	600,000	600,000	100.00%	
State Sources													0			
School Support Fund R3101	2,749,922	1,374,136	1,374,136	1,374,136	1,374,136	1,374,136	1,374,136	1,374,136	1,386,958	1,386,958	1,386,958	0	16,529,748	16,619,511	99.46%	
School Support Fund High School Disability	0	0	0	0	0	0	0	0	0	10,000	0	0	10,000	10,000		
St Sch Fd-Prior Year Adjustment R3101.5	0	0	0	0	0	0	0	0	0	0	(375,000)	0	(375,000)	(200,000)	187.50%	
Common School Fund R3103	0	0	0	0	0	0	0	0	110,039	0	0	110,039	220,078	220,078	100.00%	
State Timber R3104	0	0	0	0	0	25,000	0	0	30,000	40,000	0	0	95,000	250,000	38.00%	
Federal Sources													0			
Restricted Revenue - Fed Gov. to State 4500	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Federal Forest Fees R4801	0	0	0	0	0	0	0	0	0	0	10,000	0	10,000	10,000		
Interfund Transfers													0	200,000		
Beginning Fund Balance - est R5400	3,200,000	0	0	0	0	0	0	0	0	0	0	0	3,200,000	2,055,000	155.72%	
Total Monthly Revenue	2,807,205	1,428,148	1,400,036	1,393,754	6,982,171	1,885,333	1,437,475	1,573,582	1,705,027	1,599,958	1,056,525	409,831	26,879,045	26,879,045	101.25%	
Cumulative Revenue	6,007,205	7,435,353	8,835,389	10,229,143	17,211,314	19,096,646	20,534,121	22,107,703	23,812,730	25,412,688	26,469,214	26,879,045	26,879,045	26,547,089	101.79%	
EXPENDITURES BY OBJECTS																
100 Salaries	227,425	266,033	978,086	939,940	995,000	995,000	995,000	995,000	995,000	995,000	995,000	2,200,500	11,576,984	12,210,326	94.81%	
200 Employee Benefits	141,659	170,993	718,838	611,880	685,000	685,000	685,000	685,000	685,000	690,000	690,000	1,340,000	7,788,369	8,545,740	91.14%	
300 Purchased Services	37,225	82,385	83,226	100,669	205,250	205,250	205,250	205,250	205,250	375,000	325,000	375,000	2,404,755	3,169,148	75.88%	
400 Supplies	38,579	24,688	124,904	78,388	50,000	50,000	100,000	44,063	50,000	50,000	40,000	100,000	750,622	798,250	94.03%	
500 Capital Outlay	0	0	14,525	1,760	0	0	0	0	0	5,000	0	90,000	111,285	109,650	0.00%	
600 Dues, Fees, Other	260,399	11,759	6,420	5,886	2,500	2,500	7,135	2,500	40,000	7,500	7,500	25,000	379,099	385,975	98.22%	
700 Transfers to other Funds	0	0	0	0	800,000	0	0	0	0	0	0	28,000	828,000	28,000	2957.14%	
800 Contingency/Unappropriated	0	0	0	0	0	0	0	0	0	0	0	0	0	1,300,000	0.00%	
Total Monthly Expenditure	705,287	555,857	1,925,998	1,738,523	2,737,750	1,937,750	1,992,385	1,931,813	1,975,250	2,122,500	2,057,500	4,158,500	23,839,113	26,547,089		
Cumulative Expenditure	705,287	1,261,144	3,187,142	4,925,665	7,663,415	9,601,165	11,593,550	13,525,363	15,500,613	17,623,113	19,680,613	23,839,113	23,839,113	26,547,089	89.80%	
EXPENDITURES BY FUNCTION																
1000 - Instruction	20,683	40,275	1,103,848	1,103,994	1,218,136	1,209,053	1,242,965	1,230,561	1,205,800	1,295,800	1,266,500	3,285,767	14,223,382	15,151,413	93.87%	
2000 - Support Services	639,125	515,583	822,150	634,419	718,614	728,577	744,876	700,252	700,800	825,700	790,000	840,733	8,660,829	9,937,476	87.15%	
3000 - Community Services	0	0	0	110	1,000	120	400	1,000	86	1,000	1,000	4,000	8,716	10,700	81.46%	
5000 - Debt Service / Transfers	45,479	0	0	0	800,000	0	4,144	0	68,564	0	0	28,000	946,187	147,500	641.48%	
6000 - Contingencies	0	0	0	0	0	0	0	0	0	0	0	0	0	800,000		
7000 - Unappropriated Balance	0	0	0	0	0	0	0	0	0	0	0	0	0	500,000	0.00%	
Total Monthly Expenditure	705,287	555,857	1,925,998	1,738,523	2,737,750	1,937,750	1,992,385	1,931,813	1,975,250	2,122,500	2,057,500	4,158,500	23,839,113	26,547,089		
Cumulative Expenditure	705,287	1,261,144	3,187,142	4,925,665	7,663,415	9,601,165	11,593,550	13,525,363	15,500,613	17,623,113	19,680,613	23,839,113	23,839,113	26,547,089	89.80%	
Month End Balance	5,301,918	6,174,209	5,648,247	5,303,478	9,547,899	9,495,481	8,940,571	8,582,340	8,312,117	7,789,575	6,788,600	3,039,932				



COMMUNITY ENGAGEMENT MEETING AGENDA
November 3, 2020 @ 10:30 am
Via Google Meet:

meet.google.com/pnt-bqhs-wss
or by phone at
[+1 609-434-2189](tel:+16094342189) PIN: 360 615 407#

Committee Objective: In doing what is best for all kids, the CE Committee will define and implement effective community engagement activities and strategies that will actively engage community members and parents within our schools in order to propel the District toward providing the best facilities and learning environments.

Committee Chair: Tass Morrison **Committee Members:** Andy Gardner, Dave Bolin, Alisha Oliver, Mike Vetter, Gary Rychard, Janine Moothart, Susy Saray, Alan Kirby, Debi Brazelton and Tonia Whisman

Members Present: Tass Morrison, Andy Gardner, Susy Saray, Alisha Oliver, Debi Brazelton, Dave Bolin, Gary Rychard, Alan Kirby and Tonia Whisman.

The Committee Chair called the meeting to order at 10:40 am.

AGENDA – standing agenda items are indicated in red

1. Approval of previous meeting minutes

Motion to approve the minutes from the Oct 6, 2020 meeting.

Motion Made By: Gary Rychard

Vote: unanimous

2. Website Update Plan

Alan Kirby indicated that the SHS student working in the student helpdesk class will begin work on the high school website this week. The student is actually headquartered at the District Office for now and has been primarily helping with the set up and distribution of chromebooks and hotspots up until this point. The outdated information on the SHS sites has already been identified by Alan and Janine Moothart and the list has been shared with the student. Tass reviewed the Sublimity School website and will send her findings to the school office manager.

3. 2020-21 School Year Communication Plan

Tass Morrison indicated that the District has received some feedback from parents and students expressing their strong desire to return students back into school buildings for in-person learning and co-curricular activities and would like input from the Committee to help all District representatives speak with one message.

Andy Gardner shared his talking points that he has already provided to board members to help with conversations with the public. He indicated, above all else, comments from the District to any stakeholder should focus on the importance of everyone following the health & safety protocols to slow the spread of COVID-19. Many schools have opened schools only to have to shut them back down due to spikes of cases in the community.

Another key message the District will want to focus on are the precautions buildings have already put into place and continue to improve upon to create the safest possible environment in which to work and learn.

With the latest school metrics released on October 30, 2020 by Gov. Brown, the District can look to immediately plan to (slowly) start bringing students into buildings in small groups. Prior to the new metrics, schools could not open until there had been no cases in their student or staff populations for the previous 14 days. The current plan is to have the first group start on Nov. 16, 2020. District and building administrators will watch case numbers very closely. If safety protocols prove successful and the community spread doesn't continue to rise exponentially, schools will look to increase student groups slowly in December.

Talking Points

1. We are committed to beginning the work of bringing our kids back in a safe manner. We readily acknowledge that Distance Learning is not the equal of the learning students do in our schools.
2. To ensure safety of students, families and staff, we will be deliberate and planful and will phase in our increasing number of students.
3. Limited in-person can happen for only two hours a day and can't replace comprehensive distance learning.
4. We are right now facing increasing cases which even now threatens Limited In-Person Instruction.
5. The District did not implement LIPI in October due to cases among students and staff in four schools, as well as the local increase in cases since Oct. 10.

4. Board Videos

Ideas included the District's response to the community during the wildfires which could also include a story about the group of students from Germany who have attended SHS through a short exchange student program over the past several years. They heard about the fires and raised \$2500 to assist local students affected by the disaster. Another element to the story could include the District's decision to waive the Excise Tax during the permitting process for those needing to rebuild homes destroyed in the fire.

5. Article ideas/timelines for Statesman Journal/Our Town

- **Plans for in-person learning (include great work done by nursing staff)**
- **Fall co-curricular activities that were allowed to occur**
- **Home Construction Projects – completing #2 and starting #3**

Items for the next agenda:

The Committee Chair adjourned the meeting at 11:20 am.



Board Chair, Mike Wagner
Board Vice-Chair, Alisha Oliver
Board Members: Tass Morrison, Tod Nau, Erin Cramer, Laura Wipper, Garrett Trott
Student Representative to the Board, Mya Joyce
Superintendent: Andy Gardner
School Board Exec. Secretary/Superintendent Admin. Assistant: Tonia Whisman

*Access to the agenda and board packet can be located on the District website at
www.nstantiam.k12.or.us > [School Board](#) > [Agendas/Meeting Minutes](#)*

Thursday, October 15, 2020 Regular Session
Virtual Meeting Via Zoom, Stayton, OR 97383 ~ 6:00 PM
MEETING MINUTES - DRAFT

1. CALL REGULAR SESSION TO ORDER

The Board Chair called the meeting to order at 6:00 pm over Zoom with all board members present with the exception of Alisha Oliver who was absent with prior notice. He then led everyone in the pledge of allegiance.

Zoom Meeting

<https://zoom.us/j/98114230589?pwd=Z0tlNFFlY2ZkTHNaZ3orMXBoMFBpQT09>

Meeting ID: 981 1423 0589 Passcode: 1nvwdQ

2. APPROVAL OF THE AGENDA

Changes to the board packet after October 9, 2020 were acknowledged:

Added Agenda Items-

- 5.3-Division 22 Assurance of 2019-2020 Compliance
- 7.2-Excise Tax Resolution
- 7.3-Policy Updates/First Reading
- 7.4-20-21 Supt Eval Form, 2019-20 Supt Eval Form

Added Attachments-

- 5.2-General Fund Board Financials 20.21
- 5.3-Division 22 School Board Presentation
- 5.4-10.06.20 Community Engagemnt Committee Minutes
- 6.1-8.20,20 Meeting Minutes &09.24.20 Meeting Minutes
- 7.1- Modified 2020-21 School Calendar
- 7.2-Excise Tax Wavier-Res#101520A
- 7.3- NSSD Board Policies: GBL, GBLA, GBN/JBA, GBN/JBA-AR & IGBAH AR
- 7.4-Supt Evaluation Forms

MOTION-APPROVAL OF AGENDA

Motion that the Board approves the agenda as modified.

Motion Made By: Tass Morrison

Vote: 6-0

3. **STUDENT BUSINESS**

Mya Joyce, Stayton High School ASB president and representative to the Board, gave report on ASB activities.

4. **PUBLIC COMMENT**

There were no requests for public comment.

5. **REPORTS**

1. **Superintendent's Report: Andy Gardner**

Supt Gardner first thanked the Board for their willingness to switch the meeting format back to virtual after planning to meet in-person for the first time since March. The rising positive COVID-19 cases in the community coupled with anticipated sound barriers for board and audience members alike in a large auditorium led to the decision to return to virtual meetings until further notice. In addition, the District is asking staff to hold as many meetings as possible virtually so it seemed prudent to lead by example.

- Plans for limited small group instruction are continuing. The state metrics require that there have been no active COVID-19 cases in the school, in either students or staff, for 14 days before that school can open. At this point, there have been cases reported in all schools except one so the pace has been slow moving. The District is tracking timelines for all cases and will continue to work on preparations (facilities, bussing, cleaning & screening protocols, etc) in the meantime. The OR Dept of Ed (ODE) has indicated there could potentially be reassessment of the metrics required for re-opening schools in the coming weeks that could make the path a little easier.
- Supt Gardner is beginning to pursue the options for training of staff and board members on the topic of equity. He has found two trainers he believes would be a good fit for NSSD. He would like to have video meeting with each of them that includes 2-3 board members as well as Dave Bolin and Nicole Duncan who are the ones typically in charge of staff development. Once the trainer is selected, it has been recommended that the process begin with focus groups that include students, staff, parents and board members.
- The District is moving forward to enact the grant from the Early Learning Division for a Preschool Promise classroom at Stayton Elementary. The grant provides \$220,000 with \$24,000 in start up costs. The estimated start date is Dec (2020) and the plans, as of now, will be to run it under the Comprehensive Distance Learning model.
- Many students who are enrolled the District's Options Academy (OA) and are studying virtually on the Fuel Education platform still have not received their learning materials. OA staff are monitoring shipments closely. Approximately 1/3 of the students who initially signed up for Options Academy have switched back into Comprehensive Distance Learning or simply decided to homeschool their students themselves. As students return unused materials, some of those are able to be re-distributed to those who are still waiting.

Plans for building a "brick & mortar" site for Options Academy are moving forward. The District would still like to have the SHS construction class students build a roughly 3,000 SF building on the lot to the east of the high school. The District will need to pay to have an architect draw up plans and will be requesting proposals from a few different architects for comparison.

2. **Business Director's Report: Jane Nofziger**

Business Director Jane Nofziger first took a moment to share an email from a food service staff member who related a story of a young student and her father walking in the pouring rain two days in a row to pick up their meal. The student shared they didn't have money to buy food for lunch so she was so very thankful to have the meals provided by the District. The staff member wanted Jane to know how proud she was to be providing such a valuable resource to the community.

The District ended the last fiscal year at approximately one million dollars over budget. This was due in large part to some intentional and some consequential cuts in spending once COVID-19 forced the closure of school buildings. A large portion will be rolled forward to help cushion the District from anticipated cuts in state funding. However, Jane is working with the District food services director and acting facilities director to put together a plan to schedule needed maintenance projects such as servicing HVAC systems, and potential purchases to replace aging or failing equipment.

A project they are currently considering is replacing the lighting at Stayton Middle School just as they did at Stayton High School. Due to incentives from [Energy Trust of Oregon](#) and [SB 1149 \(Public Purpose Charge Schools Program\)](#) the out of pocket costs to the District for the SHS project was \$300,000. It is projected that cost will be recovered in approximately four years due to the reduced lighting usage utility fees. The incentives utilized for SHS are also available for SMS but they expire on December 1, 2020 so if the District chooses to proceed with the project, it will have to be done within the established incentive program timeline. Once the list is complete, she will bring it back to the board and ask for an appropriation transfer from the General Fund to Capital Projects.

3. **Division 22 Assurance of 2019-2020 Compliance**

School Districts are to provide a Division 22 Report to their local school board by November 1st regarding their standing with respect to all Standards for Public Elementary and Secondary Schools as set forth in Oregon Administrative Rules 581-022-2305. Districts are to post the Division 22 Report on their district website by November 1, 2020. Following that report, districts must submit to the Oregon Department of Education (ODE) the annual Elementary and Secondary Schools Assurance Form by November 15, 2020. Assoc. Supt Dave Bolin reviewed the entries proposed for the report. His [presentation](#) was included in the meeting materials.

4. **Community Engagement Committee Report**

Committee Chair Tass Morrison reviewed the [minutes](#) from the previous meeting which are included in the board meeting materials.

6. **CONSENT AGENDA**

1. *Approval of Meeting Minutes*

The minutes from the previous month's meeting were submitted for Board review and approval.

2. *Licensed Staff Changes*

There were no changes in Licensed staff since the 09/24/20 board meeting.

3. *Action on Consent Agenda*

MOTION-CONSENT AGENDA

Motion that the Board approve the Consent Agenda including; 6.1-Minutes from the 8.20.20 Regular Session and 9.24.20 Special Session.

Motion Made By: Tod Nau

Vote: 6-0

7. **NEW BUSINESS**

1. **Modified 2020-21 School Calendar**

The 2020-21 School Year Calendar has been modified to account for changes in scheduled grading, professional development and conference days. These changes have been made to recover some of the lost instructional days due to delaying the start of school from Sept 8th to Sept 28th. The start date was moved back to first allow more time for students and staff to prepare for distance learning and then as a result of the wildfire that began affecting District communities on Sept 8, 2020. The Board voted to accept the calendar understanding there may be additional changes as the District responds to guidance from the OR Dept of Education and the Oregon Health Authority regarding COVID-19 and to respond to any other unexpected closures.

Motion that the Board approves the Modified 2020-21 School Year Calendar as submitted.

Motion Made By: Tass Morrison

Vote: 6-0

2. **Excise Tax Resolution**

The Business Director requested that the Board approve a motion to allow the District to waive the excise tax collection for any residents who have to remodel or rebuild due to losses suffered during the September 2020 Beachie Creek Fire. There was strong agreement this was the correct course of action to aid those who had been affected by this disaster.

MOTION-EXCISE TAX WAIVER RES # 101520A

Be it resolved that the Board approves a waiver of the excise tax assessed to new construction within the North Santiam School District boundaries as long as the following three qualifications are met:

- 1) ***THE HOME BEING REPLACED WAS DAMAGED BY THE BEACHIE CREEK FIRE IN SEPTEMBER OF 2020***
- 2) ***THE HOMEOWNER REQUESTING THE BUILDING PERMIT OWNED AND OCCUPIED THE PROPERTY AT THE TIME OF THE FIRE***
- 3) ***THE HOMEOWNER REQUESTS THE WAIVER PRIOR TO MARCH 1, 2021***

Motion Made By: Erin Cramer

Vote: 6-0

3. **Policy Updates/First Reading**

Updates to NSSD Board Policies, as recommended by Oregon School Board's Association, were presented for first readings.

- GBL-Personnel Records
- GBLA-Disclosure of Information
- GBN/JBA-Sexual Harrassment
- GBN/JBA-AR Sexual Harassment Complaint Procedure
- IGBAH AR Special Ed-Evaluation and Eligibility Procedures

It is noted that on Sept 17, 2020, the Oregon State Board of Education adopted a temporary Oregon Administrative Rule (OAR 581-022-2312-All Students Belong. This rule took effect on Sept. 18, 2020 and requires that districts receiving state funding for education adopt a policy by January 1, 2021 prohibiting symbols of hate and addressing bias incidents. The samply policy was received by the District just prior to the October meeting so it will be prepared and presented at the November 19, 2020 meeting.

4. **Superintendent Evaluation Form**

The Board has been discussing the option of updating the form used to evaluated the superintendent annuall. Laura Wipper offered at the August board meeting to make some modifications based on input from other Board members and brought back the first draft for

further discussion. Board members reviewed her edits briefly and agreed to have Tass Morrison, Laura Wipper and Erin Cramer meet to work on it more and bring back their suggested edits to an upcoming meeting.

8. **INFORMATION ONLY**

1. **Upcoming Board Events & Activities:**

Included in the board meeting materials

2. **Enrollment Totals:**

The Board reviewed enrollment totals. It was noted that over 80 students who reside in the NSSD boundaries have registered with WESD (Willamette Education Services District) to be homeschooled by a parent or guardian since July 1, 2020. In addition, enrollment numbers for Kindergarten across the state appear to be down which seems to indicate that some parents are simply choosing to wait a year to enroll their Kindergarten student. Board members again expressed their empathy for parents and students

It was noted that Board members would like to continue receiving the Future Agenda Items report in the section of the agenda. It will be added back starting in November as a static document that lists agenda items that typically occur at the same time every year.

9. **BOARD ANNOUNCEMENTS**

Announcements for this meeting:

- Tass Morrison noted that OSBA will be holding virtual sessions in late October in place of the annual Fall Regional Meetings that usually occur in-person around the state. These meetings typical cover current budget and funding, and give a brief review of the current year's legislative session as well as a preview of the upcoming session. Garrett Trott shared a link during the meeting (in the comment section) and the board secretary indicated she would follow up with more information.
- Both Tass Morrison and Erin Cramer attended a virtual training event in October offered by OSBA entitled *Implicit Bias and Cultural Competence* featuring Dr Bryant Marks. Both shared a few key take-ways from the event.

Possible Future Agenda Items:

- Garrett has requested that a colleague of his be allowed to present his findings regarding the foliage on the walking trails behind Stayton Middle School. The board secretary will work to schedule him at an upcoming meeting.

10. **ADJOURN**

The Board Chair adjourned the meeting at 8:15 pm.



Board Chair, Mike Wagner

Board Vice-Chair, Alisha Oliver

Board Members: Tass Morrison, Tod Nau, Erin Cramer, Laura Wipper, Garrett Trott

Student Representative to the Board, Mya Joyce

Superintendent: Andy Gardner

School Board Exec. Secretary/Superintendent Admin. Assistant: Tonia Whisman

Access to the agenda and board packet can be located on the District website at www.nisantiam.k12.or.us > School Board > Agendas/Meeting Minutes

Friday, October 30, 2020 Special Session

Virtual Meeting Via Zoom ~ 12:00 PM

MEETING MINUTES -DRAFT

1. **CALL SPECIAL SESSION TO ORDER**

The Board Chair called the meeting to order at 12:00 pm via Zoom at the link posted below. All Board members were present with the exception of student rep, Mya Joyce who was attending class.

Join Zoom Meeting

[https://nsantiam-k12-or-](https://nsantiam-k12-or-us.zoom.us/j/84033504627?pwd=NzJYUlc1STNoVVFWRGo3aUpSazJydz09)

[us.zoom.us/j/84033504627?pwd=NzJYUlc1STNoVVFWRGo3aUpSazJydz09](https://nsantiam-k12-or-us.zoom.us/j/84033504627?pwd=NzJYUlc1STNoVVFWRGo3aUpSazJydz09)

Meeting ID: 840 3350 4627

Passcode: 364269

2. **APPROVAL OF THE AGENDA**

Changes to the board packet after posting on October 27, 2020 were acknowledged:

Added Attachments-

4.-NSSD Resolutions 103020A & 103020B

Motion that the Board approves the agenda as modified.

Motion Made By: Tass Morrison

Vote: 7-0

3. **PUBLIC COMMENT**

There were no requests for public comment.

4. **NEW BUSINESS**

1. **Approval of New School in NSSD-Resolutions #103020A & #103020B**

Supt Gardner explained the process the District is currently undergoing with the OR Dept of Education (ODE) to request an institution identification number for the District's new alternative school *Options Academy*. He noted for the record that the Board has been informed of the District's intent to create an alternative school for the 2020-21 school year starting in May (2020) and they have received monthly

updates at every board meeting. However, these updates did not include an official motion from the Board so he asked them to do so in order for the process for a new institution ID number to proceed.

MOTION-RESOLUTION 103020A

Whereas the North Santiam School District desires to add an alternative school beginning in the 2020-21 School Year to meet the needs of students who cannot be best served in a conventional classroom setting;

Whereas the new school will serve all grades K-12 under one administrator;

Whereas the new school will serve students from Stayton, Sublimity, Lyons and Mehama under one administrator;

Whereas the North Santiam School District is requesting that the Oregon Department of Education approve Options Academy as School #700;

Whereas the North Santiam School District Superintendent has been in communication with the Board of Directors regarding the planning of Options Academy;

Now, therefore, be it resolved that the Board of Directors hereby authorizes the Superintendent to establish an alternative school under the name of Options Academy beginning in the 2020-21 school year.

Motion Made By: Laura Wipper

Vote: 7-0

In addition, the Business Director requested a motion to approve the purchase of online education services from *Fuel Education*. The District had already been purchasing “seats” from Fuel Education in previous years for students at Stayton High School who were credit deficient. New enrollment for the ‘20-‘21 school year in Options Academy exceeded expectations and therefore also exceeded the budget estimates and purchasing allowance threshold of \$75,000.

MOTION-RESOLUTION 103020B

Be it resolved that the North Santiam School District Board of Directors approves the emergency procurement method to purchase online education services through Fuel Education for the 2020-21 school year.

Motion Made By: Tass Morrison

Vote: 7-0

Supt Gardner also took a few moments after the motion to share some key points from Gov. Brown’s press conference that occurred at 11:00 am, just prior to the Special Session, regarding new re-opening metrics for schools for in-person learning. He expected updated guidelines (in print) from ODE to be coming later in the day and would share those with Board members. He also plans to share this information with parents either later in the day or on Monday (11/2).

5. **ADJOURN**

The Board Chair adjourned the meeting at 12:12 pm.

ACTION REQUIRED

NEW HIRES

SCHOOL **NOTE**

*****FYI*****

RESIGNATIONS

Adair Sullivan

DOT

SCHOOL

SIS/SMS

NOTE

Will be held until 1/8/21 unless suitable replacement is found

RETIREMENTS

Carol Richards

DOR

June, 2021

SCHOOL

SIS

NOTE

LEAVE OF ABSENCE

DOL

SCHOOL

NOTE

North Santiam School District

Code: GBL
Adopted: 2/26/98
Readopted: 3/15/07; 10/19/17
Orig. Code: GBL

Personnel Records

An official personnel file will be established for each person employed by the ~~the~~ District. Personnel files will be maintained in a central location.

All records containing employee medical condition information such as workers' compensation reports and release ~~or~~ permission to return to work forms will be kept confidential, in a separate file from personnel records. Such records will be released only in accordance with the requirements of the Americans with Disabilities Act or other applicable law.

The superintendent will be responsible for establishing procedures regarding the control, use, safety and maintenance of all personnel records. Employees will be given a copy of evaluations, complaints and written disciplinary actions to be placed in their personnel file. All charges resulting in disciplinary action shall be considered a permanent part of the teacher's personnel file and shall not be removed for any reason. Employees may submit a written response to any materials placed in their personnel file.

Except as provided below, or required by law, ~~the~~ District employees' personnel records will be available for use and inspection only by the following:

1. The individual employee. An employee ~~or designee~~ may arrange with the personnel office to inspect the contents of ~~his/her~~ their personnel file on any day the personnel office is open for business;
2. Others designated ~~in writing~~ by the employee ~~in writing my arrange to inspect the contents of the employee's personnel file in the same manner described above;~~
3. The comptroller or auditor, when such inspection is pertinent to carrying out their respective duties, or as otherwise specifically authorized by the Board. Information so obtained will be kept confidential. No files will be removed from their central location for personal inspection;
4. A Board member when specifically authorized by the Board. Information will be kept confidential. No files will be removed from their central location for personal inspection;
5. The superintendent and members of the central administrative staff ~~designated by the superintendent;~~
6. District administrators and supervisors who currently or prospectively supervise the employee;
7. Employees of the personnel office;
8. Attorneys for the ~~the~~ District or the ~~the~~ District's designated representative on matters of ~~the~~ District business;

9. ~~The disciplinary records[†] of a district employee convicted of a crime listed in Oregon Revised Statute (ORS) 342.143 are not exempt from disclosure under ORS 192.501 or 192.502 and may be released to any person upon request. Prior to the release of disciplinary records the district shall remove any personally identifiable information from the record that would disclose the identity of a child, a crime victim or a district employee who is not the subject of the disciplinary record~~ Records created pursuant to ORS 339.388(8)(c) are confidential and are not public records as defined in ORS 192.311. The district may use the record as a basis for providing the information required to be disclosed about an employee under ORS 339.378(1);
10. Upon request from a law enforcement agency, the Oregon Department of Human Services, ~~or the Teachers Standards and Practices Commission, or the Oregon Department of Education, a district shall provide the records of investigations of suspected abuse of a child by a district employee in~~ conducting an investigation related to suspected abuse or suspected sexual conduct, to the extent allowable by state and federal law, including laws protecting a person from self-incrimination.

The superintendent may permit persons other than those specified above to use and to inspect employee records when, in ~~his/her~~ their opinion, the person requesting access has a legitimate official purpose. The superintendent will determine in each case the appropriateness and extent of such access.

~~Release of personnel records to parties other than those authorized to inspect them will be only upon receipt of a court order.~~

Release of personnel records to parties other than those listed above, will be in line with {the dDistrict’s public records procedures}. {Board policy KBA – Public Records}. [The district will attempt to notify the employee of the request and that the district believes it is legally required to disclose certain records.]

END OF POLICY

Legal Reference(s):

[ORS 339.370 – 339.374](#)
[ORS 339.388](#)

[ORS 342.143](#)
[ORS 342.850](#)

[ORS 652.750](#)
[OAR 581-022-2405](#)

OSEA v. Lake County Sch. District, 93 Or. App. 481 (1988).

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12112 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).

Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. § 2000ff-1 (2018).

Cross Reference(s):

ACA - Americans with Disabilities Act

[†]“Disciplinary records” is defined as records related to a personnel discipline action or materials or documents supporting that action.

OSBA Model Sample Policy **North Santiam School District**

Code: GBLA
Adopted: 11/19/20

Disclosure of Information

Authorized district officials may disclose information about a former employee's job performance to a prospective employer. District officials are immune from civil liability for such disclosures under the following conditions:

1. The disclosure of information regarding the former employee's job performance is upon request of the prospective employer or the former employee. This disclosure is presumed to be in good faith. Presumption of good faith is rebutted by showing the information disclosed was:
 - a. Knowingly false;
 - b. Deliberately misleading;
 - c. Rendered with malicious purpose; or
 - d. Violated civil rights of the former employee protected under Oregon Revised Statute (ORS) 659 or ORS 659A.
2. Records created pursuant to ORS 339.388(8)(c) are confidential and are not public records as defined in ORS 192.311. The district may use the record as a basis for providing the information required to be disclosed about an employee under ORS 339.378(1);
3. The disclosure is a result of a request from law enforcement, Oregon Department of Human Services, Teacher Standards and Practices Commission, or the Oregon Department of Education in conducting an investigation related to suspected abuse or suspected sexual conduct to the extent allowable by state and federal law, including laws protecting a person from self-incrimination;
4. No later than 20 days after receiving a request under ORS 339.374(1)(b), the district, if it has or has had an employment relationship with the applicant shall disclose the information requested.

END OF POLICY

Legal Reference(s):

[ORS 30.178](#)
[ORS 339.370 - 339.374](#)

[ORS 339.378](#)
[ORS 339.388](#)

[ORS Chapter 659](#)
[ORS Chapter 659A](#)

OR. ATTORNEY GENERAL'S PUBLIC RECORDS AND MEETINGS MANUAL.

North Santiam School District

Code: GBN/JBA
Adopted: 7/21/16
Readopted: 10/19/17
Orig. Code: GBN/JBA

Sexual Harassment

(Delete Current Version - SEE PROPOSED VERSION STARTING ON PAGE 3)

The Board is committed to the elimination of sexual harassment in district schools and activities. Sexual harassment is strictly prohibited and shall not be tolerated. This includes sexual harassment of students, staff or third parties by other students, staff, Board members or third parties. "Third parties" include, but are not limited to, school volunteers, parents, school visitors, service contractors or others engaged in district business, such as employees of businesses or organizations participating in cooperative work programs with the district and others not directly subject to district control at interdistrict and intradistrict athletic competitions or other school events. "District" includes: district facilities; district premises and nondistrict property if the student or employee is at any district-sponsored, district-approved or district-related activity or function, such as field trips or athletic events, where students are under the control of the district; or where the employee is engaged in district business. The prohibition also includes off duty conduct which is incompatible with district job responsibilities.

Sexual harassment of students, staff or third parties shall include, but is not limited to, unwelcome sexual advances, requests for sexual favors and other verbal, nonverbal or physical conduct of a sexual nature when:

1. The conduct or communication has the purpose or effect of demanding sexual favors in exchange for benefits;
2. Submission to or rejection of the conduct or communication is used as the basis for educational decisions affecting a student or employment or assignment of staff;
3. The conduct or communication is so severe, persistent or pervasive that it has the purpose or effect of unreasonably interfering with a student's educational performance or with an employee's ability to perform his/her their job; or creates an intimidating, offensive or hostile educational or working environment. Relevant factors to be considered will include, but not be limited to, did the individual view the environment as hostile; was it reasonable to view the environment as hostile; the nature of the conduct; how often the conduct occurred and how long it continued; age and sex of the complainant; whether the alleged harasser was in a position of power over the student or staff member subjected to the harassment; number of individuals involved; age of the alleged harasser; where the harassment occurred; and other incidents of sexual harassment at the school involving the same or other students or staff.

Examples of sexual harassment may include, but not be limited to, physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials; sexual gestures or obscene jokes; touching oneself sexually or talking about one's sexuality in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance.

All complaints about behavior that may violate this policy shall be promptly investigated. Any student, employee or third party who has knowledge of conduct in violation of this policy or feels they are a victim of sexual harassment must immediately report their concerns to the principal, compliance officer or superintendent, who has overall responsibility for all investigations. A student may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official. The student and

the student’s parents or staff member who initiated the complaint shall be notified of the findings of the investigation and, if appropriate, that remedial action has been taken.

The initiation of a complaint in good faith about behavior that may violate this policy shall not adversely affect the educational assignments or study environment of a student complainant or any terms or conditions of employment or work environment of the staff complainant. There shall be no retaliation by the district against any person who, in good faith, reports, files a complaint or otherwise participates in an investigation or inquiry of sexual harassment.

It is the intent of the Board that appropriate corrective action will be taken by the district to stop the sexual harassment, prevent its recurrence and address negative consequences. Students in violation of this policy shall be subject to discipline up to and including expulsion and/or counseling or sexual harassment awareness training, as appropriate. The age and maturity of the student(s) involved and other relevant factors will be considered in determining appropriate action. Employees in violation of this policy shall be subject to discipline, up to and including dismissal and/or additional sexual harassment awareness training, as appropriate. Other individuals 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 Board.

Additionally, the district may report individuals in violation of this policy to law enforcement officials. Licensed staff, staff registered with the Teacher Standards and Practices Commission (TSPC) and those participating in practicum programs, as specified by Oregon Administrative Rules, shall be reported to TSPC.

The superintendent shall ensure appropriate periodic sexual harassment awareness training or information is provided to all supervisors, staff and students and that annually, the name and position of district officials responsible for accepting and managing sexual harassment complaints, business phone numbers, addresses or other necessary contact information is readily available. This policy as well as the complaint procedure will be made available to all students, parents of students and staff. The district’s policy shall be posted in all grade 6 through 12 schools. Such posting shall be by a sign of at least 8 1/2” by 11”.

The superintendent will establish a process of reporting incidents of sexual harassment.

END OF POLICY

Legal Reference(s):

- [ORS 243.706](#) [ORS 332.107](#)
- [ORS 342.700](#) [ORS 342.708](#)
- [ORS 342.850](#) [ORS 342.865](#)
- [ORS 659.850](#) [ORS 659A.006](#)
- [ORS 659A.029](#) [ORS 659A.030](#)
- [OAR 581-021-0038](#)
- [OAR 584-020-0040](#)
- [OAR 584-020-0041](#)

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 (2019).
 Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).

Cross Reference(s):

- GBNA - Hazing/Harassment/Intimidation/Bullying/Menacing/Cyberbullying – Staff
- JBA/GBN - Sexual Harassment
- JFCF - Harassment/Intimidation/Bullying/Cyberbullying/Teen Dating Violence/Domestic Violence – Student

North Santiam School District

Code:
Adopted:

GBN/JBA

Sexual Harassment (PROPOSED NEW VERSION)

The District is committed to the elimination of sexual harassment in district schools, activities and programs. Sexual harassment is strictly prohibited and shall not be tolerated. This includes sexual harassment: of students by staff members, other students or third parties; of staff members by students, other staff members or third parties; and of third parties by staff members and students. This policy applies to third parties who are on or immediately adjacent to school grounds or district property, are at any school-sponsored or District-sponsored activity or program, or are off school or District property, if a student or staff member acts toward the person in a manner that creates a hostile environment for the person while at school or a school-sponsored or District-sponsored activity or program.

“Third parties” include, but are not limited to, school volunteers, parents, school visitors, service contractors or others engaged in district business, such as employees of businesses or organizations participating in cooperative work programs with the District and others not directly subject to District control at interdistrict and intradistrict athletic competitions or other school events.

“District” includes: District facilities; District premises and non-District property if the student or staff member is at any District-sponsored, District-approved or District-related activity or function, such as field trips or athletic events, where students are under the jurisdiction of the District; or where the staff member is engaged in District business. [The prohibition also includes off duty conduct which is incompatible with a staff member’s District job responsibilities.]

All staff members, students, and third parties are subject to this policy.

Sexual harassment of students, staff members or third parties shall include:

1. A demand or request for sexual favors in exchange for benefits;
2. Unwelcome conduct of a sexual nature that is physical, verbal or nonverbal and that interferes with a student’s educational program or activity or that creates an intimidating, offensive or hostile educational environment; unwelcome conduct of a sexual nature that is physical, verbal or nonverbal and that interferes with the staff member’s ability to perform the job or that creates an intimidating, offensive or hostile work environment; or unwelcome conduct of a sexual nature that is physical, verbal or nonverbal and that creates an intimidating, offensive or hostile environment; and
3. Assault when sexual contact occurs without the student’s, staff member’s or third party’s consent because the student, staff member or third party is under the influence of drugs or alcohol, is unconscious or is pressured through physical force, coercion or explicit or implied threats.

Examples of sexual harassment may include, but not be limited to, ^[1]physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials; sexual gestures or obscene jokes; touching oneself sexually or talking about one’s sexuality in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance].

All complaints or reports about behavior that may violate this policy shall be promptly investigated.

Any staff member who becomes aware of behavior that may violate this policy shall [immediately] report to a District official so that the District official (and the reporting staff member when the victim of the harassment is a student or third party) may coordinate efforts to take any action necessary to ensure the:

1. Student is protected and to promote a non-hostile learning environment;
2. Staff member is protected and to promote a non-hostile work environment; or
3. Third party who is subjected to the behavior is protected and to promote a non-hostile environment.

This includes providing resources for support measures to the student, staff member or third party who was subjected to the behavior and taking any actions that are necessary to remove potential future impact on the student, staff member or third party, but are not retaliatory against the student, staff member or third party being harassed or the staff member who reported to the district official.

Any student or staff member who feels they are a victim of sexual harassment are encouraged to [immediately] report their concerns to district officials, this includes officials such as the principal, compliance officer or superintendent. Students may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate District official.

Upon receipt of a complaint from a student or the student’s parents, a staff member or a third party alleging behavior that may violate this policy, the District shall provide written notice as required by Oregon Revised Statute (ORS) 342.704(5) to the complainant.

The person who initiated the complaint and if applicable the student’s parents or person’s parents shall be notified when the investigation is initiated and concluded and as to whether a violation of this policy was found to have occurred to the extent allowable under state and federal student confidentiality laws.

The initiation of a complaint, and the participation in an investigation, in good faith about behavior that may violate this policy may not adversely affect the educational assignments or any terms or conditions of employment or of work or educational environment of the person who initiated the complaint or who participates in the investigation. There shall be no retaliation by the District against any person who, in good faith, reports, files a complaint or otherwise participates in an investigation or inquiry of sexual harassment.

[¹ OAR 581-021-0038 requires that the policy include a “list of examples of harassing behaviors covered by policy”. The bracketed list in this policy reflects OSBA’s recommendations. The district does have discretion in what is included in this list. If you are listing behaviors not reflected in our recommendations, please make sure that you have your list reviewed by your school district’s legal counsel.]

It is the intent of the Board that appropriate corrective action will be taken by the District to stop the sexual harassment, prevent its recurrence and address negative consequences. Students in violation of this policy shall be subject to discipline up to and including expulsion and/or counseling or sexual harassment awareness training, as appropriate. The age and maturity of the student(s) involved and other relevant factors will be considered in determining appropriate action. Staff members in violation of this policy shall be subject to discipline, up to and including dismissal and/or additional sexual harassment awareness training, as appropriate. Other individuals 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. Additionally, the District may report individuals in violation of this policy to law enforcement officials. Licensed staff, staff registered with the Teacher Standards and Practices Commission (TSPC) and those participating in practicum programs, as specified by Oregon Administrative Rules, shall be reported to TSPC.

The superintendent shall ensure appropriate periodic sexual harassment awareness training or information is provided to all supervisors, staff members and students and that annually, the name and position of District officials responsible for accepting and managing sexual harassment complaints, business phone numbers, addresses or other necessary contact information is readily available. This policy as well as the complaint procedure will be made available upon request to all students, parents of students, staff members and third parties, posted on the District’s website and accessible published in student/parent and staff handbooks. The District’s policy shall be posted on a sign in ²~~[all grade 6 through 12 schools]~~ [all schools]. Posted signs shall be at least 8-1/2 inches by 11 inches in size.

The superintendent will establish a process of reporting incidents of sexual harassment.

END OF POLICY

Legal Reference(s):

[ORS 243.706](#)
[ORS 332.107](#)
[ORS 342.700](#)
[ORS 342.704](#)
[ORS 342.708](#)

[ORS 342.850](#)
[ORS 342.865](#)
[ORS 659.850](#)
[ORS 659A.006](#)
[ORS 659A.029](#)

[ORS 659A.030](#)
[OAR 581-021-0038](#)
[OAR 584-020-0040](#)
[OAR 584-020-0041](#)

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 (2019).
Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).

[² Posting in “in grade 6 through 12 schools” is the minimum requirement per ORS 342.700.]

North Santiam School District

Code: GBN/JBA-AR
Revised/Reviewed: 7/21/16; 10/19/17
Orig. Code: GBN/JBA-AR



Sexual Harassment Complaint Procedure

DELETE CURRENT VERSION-REPLACE WITH PROPOSED VERSION, starting on page 5

Principals, the compliance officer and the superintendent have responsibility for investigations concerning sexual harassment. The investigator(s) shall be a neutral party having had no involvement in the complaint presented.

- PROPOSED**
- Step 1 Any sexual harassment information (complaints, rumors, etc.) shall be presented to the principal, compliance officer or superintendent. All such information shall be reduced to writing and will include the specific nature of the sexual harassment and corresponding dates.
- Step 2 The district official receiving the information or complaint shall promptly initiate an investigation. ~~He/She~~ They will arrange such meetings as may be necessary to discuss the issue with all concerned parties within five working days after receipt of the information or complaint. All findings of the investigation, including the response of the alleged harasser, shall be reduced to writing. The district official(s) conducting the investigation shall notify the complainant in writing within 10 days regarding the results of the investigation when it is concluded. The parties will have an opportunity to submit evidence and a list of witnesses.
- A copy of the notification letter, together with any other documentation related to the sexual harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.
- Step 3 If a complainant is not satisfied with the decision at Step 2, ~~he/she~~ 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 complainant and other affected parties as deemed necessary to discuss the appeal. The superintendent or designee shall provide a written decision to the complainant within 10 working days.
- Step 4 If a complainant is not satisfied with the decision at Step 3, ~~he/she~~ they may submit a written appeal to 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 complainant shall be given an opportunity to present the appeal. The Board shall provide a written decision to the complainant within 10 working days following completion of the hearing.
- D**

Complaints against the superintendent shall be referred to the Board chair on behalf of the Board. The Board chair shall present the complaint 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 in open session what action, if any, is warranted.

Direct complaints related to employment may be filed with the U.S. Department of Labor, Equal Employment Opportunity Commission or Oregon Bureau of Labor and Industries. Direct complaints 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 2nd Ave., Room 3310, Seattle, WA 98174-1099. Additional information regarding filing of a complaint may be obtained through the principal, compliance officer or superintendent.

All documentation related to sexual harassment complaints may become part of the student's education record or employee's personnel file, as appropriate. Additionally, a copy of all sexual harassment complaints and documentation will be maintained as a confidential file and stored in the district office.

The superintendent shall report the name of any person holding a teaching license or registered with Teacher Standards and Practices Commission (TSPC) or participating in a practicum under Oregon Administrative Rule (OAR) Chapter 584, Division 17, when, after appropriate investigation, there is reasonable cause to believe the person may have committed an act of sexual harassment. Reports shall be made to TSPC within 30 days of such a finding. Reports of sexual contact with a student shall be given to a representative from law enforcement or Oregon Department of Human Services, as possible child abuse. In the event the superintendent is the subject of the investigation, reports, when required, shall be made by the Board chair.

DELETE

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North Santiam School District
1155 N 3rd Avenue, Stayton, OR 97383

SEXUAL HARASSMENT COMPLAINT FORM

P
DELETE

Name of complainant: _____

Position of complainant: _____

Date of complaint: _____

Name of alleged harasser: _____

Date and place of incident or incidents: _____

Description of misconduct: _____

Name of witnesses (if any): _____

Evidence of sexual harassment, i.e., letters, photos, etc. (attach evidence if possible): _____

Any other information: _____

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: _____

Date: _____

North Santiam School District
1155 N 3rd Avenue, Stayton, OR 97383

WITNESS DISCLOSURE FORM

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DELETE

Name of Witness: _____

Position of Witness: _____

Date of Testimony/Interview: _____

Description of Instance Witnessed: _____

Any Other Information: _____

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: _____

Date: _____

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North Santiam School District

Code: GBN/JBA-AR
Revised/Reviewed:

Sexual Harassment Complaint Procedure NEW PROPOSED VERSION

~~[Principals,] [the compliance officer] [and the superintendent]~~ The Human Resources Director [has] ~~[have]~~ responsibility for reports, complaints and investigations concerning sexual harassment. The investigator(s) shall be a neutral party having had no involvement in the complaint presented.

Step 1 Any sexual harassment information (i.e., reports, complaints, rumors, etc.) shall be presented to district officials, this includes officials such as the principal, compliance officer or superintendent. All such information shall be reduced to writing and will include the specific nature of the sexual harassment and corresponding dates.

The district official receiving the complaint shall cause the district to provide written notice from the district to the complainant that includes:

1. The rights of the student, student's parents, staff member, person or person's parents who filed the complaint;
2. Information about the internal complaint processes available through the school or district that the student, student's parents, staff member, person or person's parents may pursue, including the person designated for the school or district for receiving complaints;
3. Notice that civil and criminal remedies that are not provided by the school or district may be available to the complainant through the legal system and that those remedies may be subject to statutes of limitation;
4. Information about services available to the student or staff member complainant through the school or district including any counseling services, nursing services or peer advising;
5. Information about the privacy rights of the student, student's parents, staff member, person or person's parents and legally recognized exceptions to those rights for internal complaint processes and services available through the school or district;
6. Information about, and contact information for, state and community-based services and resources that are available to persons who have experienced sexual harassment; and
7. Notice that students who report information about possible prohibited conduct and students who participate in an investigation under this policy may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered as a result of a prohibited conduct report or investigation unless the student gave another person alcohol or drugs without

the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

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This written notification must:

1. Be written in plain language that is easy to understand;
2. Use print that is of the color, size and font that allow the notification to be easily read; and
3. Be made available to students, students' parents, staff members and members of the public at each school office, at the district office and on the school or district website.

Step 2

The district official receiving the information or complaint shall promptly initiate an investigation and will notify the complainant when such investigation is initiated. The official will arrange such meetings as may be necessary to discuss the issue with all concerned parties within [five] working days after receipt of the information or complaint. All findings of the investigation, including the response of the alleged harasser, shall be reduced to writing. The official conducting the investigation shall notify the complainant in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. The parties will have an opportunity to submit evidence and a list of witnesses.

A copy of the notification letter provided in step 1 and the date and details of notification to the complainant of the results of the investigation, together with any other documentation related to the sexual harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

Step 3

If a complainant is not satisfied with the decision at step 2, the complainant 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 complainant and other affected parties as deemed necessary to discuss the appeal. The superintendent or designee shall provide a written decision to the complainant within [10] working days.

Step 4

If a complainant is not satisfied with the decision at step 3, the complainant may submit a written appeal to 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 complainant shall be given an opportunity to present the appeal. The Board may use executive session if the subject matter qualifies under Oregon law. The Board shall provide a written decision to the complainant within [10] working days following completion of the hearing.

Complaints against the principal may start at step 3 and may be filed with the superintendent. The superintendent will cause the notice requirements identified in step 1 to be completed and the notice to the complainant when the investigation is initiated. The superintendent will investigate the complaint and will notify the complainant in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. If the complaint remains unresolved within [10] working days of receipt by the superintendent, the complainant may appeal to the Board in step 4.

Complaints against the superintendent may start at step 4 and should be referred to the Board chair on behalf of the Board. The Board chair will cause the notice requirements identified in step 1 to be completed and the notice to the complainant when the investigation is initiated. The Board chair shall present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. 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. The Board chair shall notify the complainant in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. After receiving the results of the investigation, the Board shall decide, within [20] days, in open session what action, if any, is warranted.

Direct complaints related to employment may be filed with the U.S. Department of Labor, Equal Employment Opportunity Commission or Oregon Bureau of Labor and Industries.

Direct complaints 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 2nd Ave., Room 3310, Seattle, WA 98174-1099.

Additional information regarding filing of a complaint may be obtained through the principal, compliance officer or superintendent.

All documentation related to sexual harassment complaints may become part of the student's education record or employee's personnel file, as appropriate. Additionally, a copy of all sexual harassment complaints and documentation will be maintained as a confidential file and stored in the district office.

The superintendent shall report the name of any person holding a teaching license or registered with Teacher Standards and Practices Commission (TSPC) or participating in a practicum under Oregon Administrative Rule (OAR) Chapter 584, Division 17, when, after appropriate investigation, there is reasonable cause to believe the person may have committed an act of sexual harassment. Reports shall be made to TSPC within 30 days of such a finding. Reports of sexual contact with a student shall be given to a representative from law enforcement or Oregon Department of Human Services, as possible child abuse.

[Name of District]
[Address] | [Phone]

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SEXUAL HARASSMENT COMPLAINT FORM

Name of complainant: _____

Position of complainant: _____

Date of complaint: _____

Name of alleged harasser: _____

Date and place of incident or incidents: _____

Description of misconduct: _____

Name of witnesses (if any): _____

Evidence of sexual harassment, i.e., letters, photos, etc. (attach evidence if possible): _____

Any other information: _____

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: _____

Date: _____

[Name of District]
[Address] | [Phone]

WITNESS DISCLOSURE FORM

P

Name of Witness: _____

Position of Witness: _____

Date of Testimony/Interview: _____

Description of Instance Witnessed: _____

Any Other Information: _____

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: _____ Date: _____

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North Santiam School District

Code: IGBAH-AR
Adopted: 10/19/06
Readopted: 4/17/08; 10/19/17
Orig. Code: IGBAH-AR

Special Education - Evaluation and Eligibility Procedures**

1. Requirements for Initial Evaluation
 - a. Consistent with its child find and parent consent obligations, the district responds promptly to requests initiated by a parent or public agency for an initial evaluation to determine if a child is a child with a disability.
 - b. Upon receiving a request from a parent or public agency for an initial evaluation, The District designates a team to determine whether an initial evaluation will be conducted.
 - (1) The district team includes the parent and at least two professionals, at least one of whom is a specialist knowledgeable and experienced in the evaluation and education of children with disabilities.
 - (a) The team may make the decision to evaluate with or without a meeting.
 - (b) The district documents team members' input, including parent, whether or not the district convenes a meeting.
 - c. If a meeting is held, the district invites parents to participate.
 - d. If the district agency refuses an evaluation requested by the parent, the district provides the parent with prior written notice of its refusal to conduct an evaluation.
 - e. The district acknowledges the parent's rights to challenge its refusal to conduct an evaluation.
2. The initial evaluation consists of procedures:
 - a. To determine if the child has a disability; and
 - b. To identify the child's educational needs.
3. The district conducts the initial evaluation within 60 school days of receiving parental consent for evaluation unless:
 - a. The district and the parents agree in writing to extend the timeline for an evaluation to determine eligibility for specific learning disabilities;
 - b. The child moves from another district during the evaluation, the district is making sufficient progress to ensure a prompt completion of the evaluation, and the parent and the district agree in writing to a specific time when the evaluation will be completed; or
 - c. The parent repeatedly fails or refuses to produce the child for evaluation.
4. Requirements for Re-evaluation
 - a. The district conducts re-evaluation:
 - (1) When the educational or related services needs, including improved academic achievement and functional performance of the child, warrant an evaluation;
 - (2) When the child's parents or teacher request a re-evaluation; and
 - (3) At least once every three years unless the parent and district agree the reevaluation is unnecessary.

- b. The district does not conduct re-evaluation more than once a year, unless the parent and district agree otherwise.

5. Evaluation Planning

- a. ~~The district, or designated referral and evaluation agency for preschool children, ensures that,~~ As part of an initial evaluation (if appropriate); and as part of any re-evaluation the child's individualized education program (IEP) or individualized family service plan (IFSP) team, including the parents and other qualified professionals, as appropriate, must review and document their review of existing evaluation data information on the child, including:
 - (1) Evaluations and information provided by the child's parents;
 - (2) Current classroom-based, local or state assessments and classroom-based observations; and
 - (3) Observations by teachers and related service providers; and
 - (4) Medical, sensory and health information.
- b. On the basis of that review and input from the child's parents, identify what additional data if any is needed to determine:
 - (1) Whether the child has a disability;
 - (2) The child's present levels of academic achievement and related development needs;
 - (3) Whether the child needs or continues to need early intervention/early childhood special education (EI/ECSE) or special education and related services; and
 - (4) For re-evaluation, whether the child needs any additions or modifications to the special education and related services or, for a preschool child, any additions or modification to ECSE services:
 - (a) To enable the child to meet the measurable annual goals in the child's IEP or IFSP; and
 - (b) To participate, as appropriate, in the general education curriculum or, for preschool children, appropriate activities.

6. Evaluation Procedures

- a. The district assesses the child in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status and motor abilities.
- b. The evaluation is sufficiently comprehensive to identify all of the child's special education and related needs, whether or not commonly linked to the disability category in which the child has been classified.
- c. The evaluation includes information provided by the parent and a variety of assessment tools and strategies to gather relevant functional, developmental and academic information about the child that assist in determining:
 - (1) Whether the child has a disability; and
 - (2) The content of the child's IEP, including information related to enabling the child to be involved in and progress in the general education curriculum (or for a preschool child, to participate in appropriate activities).
- d. The district ensures that assessments and other evaluation materials, including those tailored to assess specific areas of educational need, used to assess a child:
 - (1) Are selected and administered so as not to be discriminatory on a racial or cultural basis;
 - (2) Are provided and administered in the child's native language or other mode of communication and in the form most likely to yield accurate information on what the

child knows and can do academically, developmentally and functionally, unless it is clearly not feasible to do so;

- (3) Are used for the purposes for which the assessments or measures are valid and reliable;
- (4) Are administered by trained and knowledgeable personnel; and
- (5) Are administered in accordance with any instructions provided by the producer of the assessments.

- e. The district selects and administers assessments to ensure that if an assessment is administered to a child with impaired sensory, manual or speaking skills, the assessment results accurately reflect the child's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual or speaking skills (unless those skills are the factors that the test purports to measure).
- f. The district uses technically sound instruments that may assess the relative contribution of cognitive factors and behavioral factors in addition to physical or developmental factors.
- g. The district does not use any single measure of assessment as the sole criterion for determining whether a child is a child with a disability and for determining an appropriate educational program for the child.

7. Requirements if Additional Evaluation Data is not Needed to Determine Eligibility

- a. If the child's IEP or IFSP team determines that no additional data is needed to determine whether or not the child is or continues to be a child with a disability, and to determine the child's educational and developmental needs, the district provides prior written notice of that decision, the reasons for it, and the right of parents to request an assessment.
- b. When the IEP or IFSP team determines that no additional data is needed to determine eligibility, the district does not conduct an assessment of the child unless requested to do so by the parents.

8. Evaluation Procedures for Transfer Students

When a child with disabilities transfers from one district to another district in the same school year, the current district coordinates with the previous district to complete any pending assessment as quickly as possible.

9. Eligibility Determination

- a. Once evaluation is completed, the district designates an eligibility team to determine whether the child is eligible for special education services.
- b. This team includes:
 - (1) Two or more professionals, one of whom will be knowledgeable and experienced in evaluating and teaching students with the suspected disability; and
 - (2) The student's parent(s).
- c. For consideration of eligibility in the area of specific learning disabilities, the district eligibility team includes:
 - (1) A group of qualified professionals and the parent;
 - (2) The child's regular classroom teacher or, if the child does not have a regular classroom teacher, a regular classroom teacher qualified to teach a child of ~~his or her~~their age, or for a child of less than school age, a preschool teacher; and
 - (3) A person qualified to conduct individual diagnostic examinations of children, such as a school psychologist, speech-language pathologist or other qualified professional.
- d. In interpreting evaluation data, each district team carefully considers and documents information from a variety of sources, including but not limited to, aptitude and achievement

tests, teacher recommendations, physical condition, social or cultural background and adaptive behavior and all required elements of the evaluation.

- e. Each eligibility team prepares a written eligibility statement that includes:
- (1) Identification of the evaluation data considered in determining the child's eligibility, including the required evaluation components for the disability under consideration;
 - (2) A determination of whether the child meets the minimum evaluation criteria for one or more of the disability categories in Oregon Administrative Rule ~~(OAR)~~;
 - (3) A determination of whether the primary basis for the suspected disability is:
 - (a) A lack of appropriate instruction in reading (including the essential components of reading) or math; or
 - (b) Limited English proficiency.
 - (4) A determination of whether the child's disability has an adverse impact on the child's educational performance;
 - (5) A determination of whether, as a result of the disability, the child needs special education services;
 - (6) The signature of every team member and an indication of whether each agrees with the eligibility determination;
 - (7) For a child suspected of having a specific learning disability, the team's written report includes additional specific documentation as required by ~~Oregon Administrative Rule~~ ~~OAR~~.
- f. The team does not find a child eligible as a child with a disability if the determinant factor for that eligibility decision is:
- (1) Lack of appropriate instruction in reading, including the essential components of reading instruction or lack of appropriate instruction in math; or
 - (2) Limited English proficiency; and
 - (3) The child does not otherwise meet the eligibility criteria found in ~~Oregon Administrative Rule~~ ~~OAR~~ for the category (ies) of disability under consideration.
- g. The team finds a child eligible if the child has a disability and needs special education and related services, even though the child is advancing from grade to grade.
- h. A child may have disabilities to more than one disability category, but the team needs to find the child eligible under only one category. However, the district evaluates the child in all areas related to the suspected disability or disabilities, and the child's IEP addresses all of the child's special education needs.

Superintendent
Andrew Gardner



1155 N 3rd Avenue
Stayton, Oregon 97383

Phone: 503-769-6924
Fax: 503-769-3578

November 19, 2020
RESOLUTION #111920A

A RESOLUTION OF NORTH SANTIAM SCHOOL DISTRICT TO TRANSFER APPROPRIATIONS FROM/BETWEEN FUNCTIONS AND INCREASE APPROPRIATION FOR TRANSFERS TO CAPITAL PROJECTS AND RESERVE FUNDS

WHEREAS, PER ORS 150-450(3) ALLOWS FOR THE TRANSFER OF APPROPRIATION AUTHORITY TO ANOTHER EXISTING APPROPRIATION.

BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF NORTH SANTIAM SCHOOL DISTRICT APPROVES THE TRANSFER OF APPROPRIATIONS BETWEEN FUNCTIONS AND INCREASE OF APPROPRIATIONS AS FOLLOWS:

Fund 100, Decrease Instruction, 1000 function by \$300,000

Fund 100, Decrease Support Services, 2000 function by \$500,000

Fund 100, Increase Fund Modifications, Transfers function 5200 by \$800,000

GENERAL FUND - 100

Function	Prior	Change	Amended
Instruction	\$15,151,412.76	(300,000)	\$14,851,412.76
Support Services	\$ 9,937,476.24	(500,000)	\$ 9,437,476.24
Fund Modifications- Transfers	\$ 28,000	800,000	\$ 828,000

DATED this _____ day of November 2020

Mike Wagner, Board Chair

Andy Gardner, Superintendent

CANDIDATE QUESTIONNAIRE

OSBA Board of Directors

Name: Bill Graupp _____

Region: Marion

District/ESD/CC: North Marion School District #15 _____

Position #: 11

I certify that if elected I will faithfully serve as a member of the OSBA Board of Directors. My nomination form has been submitted to OSBA (or is attached to this document) as evidence.



Name

9/22/2020

Date

Be brief; please limit your responses to 50 words per question.

1. Describe in your own words the mission and goals of OSBA.

To represent Oregon school board members' goals, policies, and advocacy with respect to advancing the quality of education and education outcomes for all students in Oregon. This includes creating an environment for school board members to learn educational systems, laws, and processes and procedures for boards of education to be successful in locally determining and achieving goals for their districts.

2. What do you want to accomplish by serving on the OSBA board of directors?

Assist the OSBA board and staff in improving equity in education through advancing board member education on DEI, legislative advocacy, and strong policy proposals for districts. Additionally, assist in creating an environment that attracts a more diverse pool of educators and education leadership in Oregon.

3. What leadership skills do you believe you bring to the board of directors? Give an example of a situation in which you demonstrated these skills.

As a current OSBA board member and current president of the OSBMCC (Color Caucus), I have led discussion, assisted in racial communications, and participated in articles, workshops, and regional events to promote the need for anti-racism and anti-hate speech policies and discussions. I have worked both locally and at the state level in both governor's councils and boards bringing concepts to advance the Oregon education system.

4. What do you see as the two most challenging issues faced by OSBA?

Current social unrest is creating the need for change by Oregon education in both curriculum standards and policy standards for access and justice. OSBA will be tasked to create model policy standards that create meaningful change that students experience. OSBA must better its learning experience for board members so the district education leadership brings meaningful and lasting change through removal of systemic bias in education.

5. What do you see as the two most challenging issues faced by your region?

The change in demographics in our region has brought much cultural diversity to our communities. Recognizing and supporting the needs of a culturally diverse student population needs to be improved. Supporting families in financial hardship that negatively affect a student's education is a regional issue that must be handled through cooperation of multiple levels of government and leadership. Collaboration is critical.

6. What is your plan for communicating with boards in your region?

As I have shown in my work with the color caucus, I will send updates and status of work being done by OSBA via emails. If needed, creating virtual meetings with district board leadership will be done to get various opinions on priorities in the region from a board perspective. I will make time to converse with any board member who has questions or wishes to discuss matters of concern.

Deadline: October 2, 2020, 5 pm

Materials submitted by the candidate on this form may be subject to a public information request under ORS Chapter 192.

CANDIDATE PERSONAL/PROFESSIONAL RESUME

OSBA Board of Directors

Name: Bill Graupp Date: September 1, 2020

Address: 14629 Ehlen Road NE

City / ZIP: Aurora, OR 97002

Business phone: 503-678-6909

Residence phone: 503-678-6909

Cell phone: _____

E-mail: bill.graupp@nmarion.k12.or.us

District/ESD/CC: North Marion School District #15

Term expires: 6/30/2021 Years on board: 9

Deadline: October 2, 2020, 5 pm

Please send your picture (head shot). A high-resolution digital photo is preferred but a print is acceptable.
E-mail to: OSBAelections@osba.org
or mail to: Oregon School Boards Association, 1201 Court St NE, #400, Salem, OR 97301

Work or service performed for OSBA or local district (include committee name and if you were chair):

North Marion SD – Vice Chair

OSBA Board Member – Color Caucus Seat (2 years)

Oregon School Board Member of Color Caucus (OSBMCC) – President (2 years)

Other education board positions held/dates:

OEBB Board – OSBA School Board Member Seat

SEOW / OEBB Committee

Educators Advancement Council (EAC) Director – OSBA School Board Member Seat

Occupation (Include at least the past five years):

Mentor, A Siemens Company (formerly Mentor Graphics): 6/2005 - Present

Schools attended (Include official name of school, where and when):

High School: Conrad Weiser High School (Robesonia, PA)

College: Drexel University (Phila, PA), BSEE

Portland State University (Portland, OR), MBA

Other applicable training or education:

OSBA – Platinum Training Certification

Activities, other state and local community services:

City of Aurora, OR – Mayor (6 years)

Aurora CTE, Inc – Founder, Non-profit supporting student education in aviation

Oregon Future Business Leaders of America (OR-FBLA) – Board Chair (6 years), 10 years active

Oregon Mayors Association – Board of Directors

Oregon Career Technical Education Student Leadership Foundation (OCTE-SLF) – Treasurer (3 years)

Hobbies/special interests:

Aviation, Public Service, Education Equity Development, Culturally Diverse Foods

Business/professional/civic group memberships; offices held and dates:

See above:

Additional comments:

I have enjoyed working hard with commitment to better the educational outcomes for Oregon students. Public service is a source of commitment and enjoyment each day. A career in semiconductor development and manufacturing has allowed me to share my success in leadership and technology with students in Oregon.

Deadline: October 2, 2020, 5 pm

Materials submitted by the candidate on this form may be subject to a public information request under ORS Chapter 192.

CANDIDATE QUESTIONNAIRE

OSBA Board of Directors

Name: _____ Jesse Alexander Lippold _____ Region: _____ Marion County _____

District/ESD/CC: _____ Salem-Keizer School District _____ Position #: 11 _____

I certify that if elected I will faithfully serve as a member of the OSBA Board of Directors. My nomination form has been submitted to OSBA (or is attached to this document) as evidence.

Name  _____

Date 9/16/20 _____

Be brief; please limit your responses to 50 words per question.

1. Describe in your own words the mission and goals of OSBA.

OSBA is an organization designed to serve school boards across the state of Oregon and provide resources, training, education, advise, and support as needed to help all school districts succeed.

2. What do you want to accomplish by serving on the OSBA board of directors?

I want to help OSBA in ensuring that our actions and mission remains to be viewed through an equity lens. I will keep OSBA up to date on what we are doing in Salem-Keizer as the second biggest school district in the state, our county, and what's going on in our region. Then I want to represent our region to ensure we are getting the best support possible to help us and our area succeed.

I am born and raised in Marion County. I have seen the dark corners of our community where the pain, abuse, and suffering lurk. Where you spend your life in fear, hopeless, and wondering if your life is even worth living. I have seen the light in our community where we take care of those in need no matter their skin color, gender sexual orientation, or political party. For me, this is another way I can make our education system better, so that we can turn our community around.

I want our school systems and families to get out from under the poverty line. I want to grow a new generation of leaders, where we work together, collaborate, and have an open mind to new ideas and innovation while respecting the wealth of knowledge of our elders and ancestors before us. I want a roof over every head, every orphan to have a home, our sons and daughters to be safe from sex trafficking, and for those who have made mistakes in the past in our Justice system to have a real path towards true forgiveness. While many of those things aren't specific to OSBA, they are things that I am passionate about and plan to change in our state. Education is a big factor in many of them, and good schools can protect kids from many of those threats. I plan to bring this vision and passion to OSBA when making decisions on their Board of Directors.

3. What leadership skills do you believe you bring to the board of directors? Give an example of a situation in which you demonstrated these skills.

A great leader doesn't just have a few "leadership skills." Skills are something you can teach someone, and I have many. (So does everyone else)

A great leader is someone with character. This is a personal thing, and gets tested every time we make a decision.

4. What do you see as the two most challenging issues faced by OSBA?

1. Race and equity

We will need to talk about potential policies that break down systemic barriers to some students. Ensuring that we are taking care of ALL students, and giving them the best possible chance to succeed

2. Distanced Learning

Same as the other but online learning.

5. What do you see as the two most challenging issues faced by your region?

Much

1. Race and Equity

2. Distanced learning

3. Wildfires and emergency response

6. What is your plan for communicating with boards in your region?

There are some boards I already stay in contact with. But my plan will be to have a point of contact for each board and use that person to keep up to date on what each of them are doing, and communicate what OSBA is doing. Will set up scheduled meetings with them.

Deadline: October 2, 2020, 5 pm

Materials submitted by the candidate on this form may be subject to a public information request under ORS Chapter 192.

CANDIDATE PERSONAL/PROFESSIONAL RESUME

OSBA Board of Directors

Name: _____ Jesse Alexander Lippold _____ Date: 10/02/2020 _____

Address: _____ 1164 49th Ave SE _____

City / ZIP: _____ Salem, 97317 _____

Business phone: _____

Residence phone: _____

Cell phone: 503-508-5513 _____

E-mail: _____ Lippold_Jesse@salkeiz.k12.or.us

District/ESD/CC: Salem-Keizer _____

Term expires: June 2021 _____ Years on board: 3

Deadline: October 2, 2020, 5 pm

Please send your picture (head shot). A high-resolution digital photo is preferred but a print is acceptable.
E-mail to: OSBAelections@osba.org
or mail to: Oregon School Boards Association, 1201 Court St NE, #400, Salem, OR 97301

Work or service performed for OSBA or local district (include committee name and if you were chair):

- Legislative Policy Committee for OSBA, 2 years
- Community Bond Oversight Committee for SK School District, 2 years
- Mid-Willamette Valley Homeless Alliance Executive Committee, 2020-Present
- YoungLife Leader ya McKay High School, 2019-Present

Other education board positions held/dates:

- NSBA pacific Regional Director for the American Indian and Alaska Native Caucus, 2020-2021

Occupation (Include at least the past five years):

Employers:

Real Estate Broker, Blum Real Estate

HomeSmart Realty Group

President, Opal Estates HOA

Laborer, Knife River Corporation

Premier Banker Coach, Wells Fargo

Sales Consultant, Sunglass Hut

Dates:

May 2020 - Present

November 2018 - May 2020

September 2018 - Present

May 2018 - Present

June 2015 - June 2018

June 2014 - August 2017

Schools attended (Include official name of school, where and when):

High school: Cascade HS, Class of 2015

College: Chemeketa Community College, 2017 - 2019 ⁷¹

Willamette University class of 2021

Degrees earned: Associates Science and Business Transfer Degree
Bachelors in Economics (Still working towards this)

Education honors and/or awards:

Deans List - Chemeketa Community College

Honors Student - Chemeketa Community College

Other applicable training or education:

Willamette Debate Team - Year of 2019-2020

Activities, other state and local community services:

YoungLife Leader (McKay High School) 2019-Present

Hobbies/special interests:

Sports, working out, Volunteering in local community events, hunting, fishing,

Business/professional/civic group memberships; offices held and dates:

None

Additional comments:

Deadline: October 2, 2020, 5 pm

Materials submitted by the candidate on this form may be subject to a public information request under ORS Chapter 192.



Resolution to adopt the OSBA 2021-2022 Legislative Priorities and Principles as recommended by the Legislative Policy Committee

WHEREAS, the OSBA Legislative Policy Committee is charged under the OSBA Bylaws with developing the association's recommended Legislative Priorities and Principles, and

WHEREAS, the OSBA Legislative Policy Committee met in January, May and June to develop the Proposed OSBA Legislative Priorities and Principles for 2021-22, and

WHEREAS, the OSBA Legislative Policy Committee sent the Proposed OSBA Legislative Priorities and Principles for 2021-22 out to the membership of OSBA for comment and suggested changes, and

WHEREAS, the overwhelming majority of the comments received by the membership were in support of the Proposed OSBA Legislative Priorities and Principles for 2021-22 developed by the OSBA Legislative Policy Committee, and

WHEREAS, the OSBA Legislative Policy Committee met via Zoom video conference call in August to review the feedback received by the membership, and

WHEREAS, the OSBA Legislative Policy Committee discussed the feedback from the membership and made no modifications to the Proposed OSBA Legislative Priorities and Principles for 2021-22, and

WHEREAS, the OSBA Legislative Policy Committee approved the Proposed OSBA Legislative Priorities and Principles for 2021-22 at its August meeting and urged the OSBA Board of Directors to approve the Proposed OSBA Legislative Priorities and Principles for 2021-22 and place them before the membership for approval.

THEREFORE, BE IT RESOLVED by the OSBA Board of Directors that the Proposed OSBA Legislative Priorities and Principles for 2021-22 be placed before the membership for consideration during the 2020 OSBA election season, and

BE IT FURTHER RESOLVED that the Proposed OSBA Legislative Priorities and Principles for 2021-22 and a copy of this resolution be forwarded to all member boards of the Association in accordance with the OSBA Board of Directors adopted elections calendar.



2021-2022 Legislative Priorities and Principles

Proposed: August 25, 2020

Preamble

The Oregon School Boards Association (OSBA) remains fiercely committed to advocating on behalf of equity for Oregon’s students. Equity is the driving force behind the Student Success Act (HB 3427), and OSBA will remain dedicated to advancing legislation that makes significant impacts for equity across the education spectrum, including investments targeting increased academic achievement for students and legislation to reduce academic disparities for historically underserved students.

OSBA is committed to social justice and assuring Oregon’s education system is free of institutional bias through such means as culturally relevant teaching and professional development that promotes cultural competence, and discipline that is free of bias.

OSBA believes funding a strong public education system is the best investment Oregonians can make to strengthen our economy, create thriving communities, and improve the quality of life for every Oregonian.

To accomplish these goals, OSBA will introduce and support legislation to:

Priorities

Promote Adequate, Predictable, and Stable Funding

The State School Fund rises and falls every two years because Oregon's revenue-raising and funding systems have substantial variance. Stable and adequate funding is crucial to providing a quality education to all students across the education continuum. To ensure stable and adequate funding, OSBA will actively promote legislation that accurately calculates current service level funding for school districts.

Protect the 2019 Student Success Act

The Student Success Act provides local school districts and education service districts unprecedented opportunities to target new funding toward educational programs. OSBA will actively promote legislation to protect the funding allocated for the Student Success Act in order to deliver equitable outcomes for all K-12 students.

Close the Opportunity Gap

In every community a disparity in academic achievement exists between student groups. OSBA will support legislation aimed at closing achievement and opportunity gaps that exist across Oregon's public schools.

Contain Cost Drivers

The costs associated with health care and retirement benefits are eating into funding available for instructional opportunities for students. OSBA will promote legislation that provides relief for districts related to benefit costs controlled by the State.

Support Local Governance and Oppose Mandates

Locally elected officials, local education professionals, and the local community are in the best position to respond to the needs of all students. New mandates must have necessary funding and be researched-based with results indicating increased achievement for all students.

Support Capital Improvements

Students need schools that are safe, comfortable, and appropriate for a modern and/or digital learning environment. OSBA will actively promote the allocation of state-level resources to help pay for construction and capital improvement. OSBA will promote legislation aimed at diversifying the funding methods available to school districts.

Ensure Access to Post-Secondary Credits

All students should have access to post-secondary credit opportunities. OSBA will advocate for a seamless transfer of credits throughout Oregon's higher education system.

Address Education Workforce Shortages

OSBA will promote efforts both state and at the local level to preserve and improve initiatives that combat the workforce shortage. OSBA will advocate for programs that will help districts recruit and retain a diverse and well-prepared workforce.

Principles

Finance

OSBA supports the allocation of state resources to ensure school districts and education service districts have the necessary resources to equitably and fully support all students' instructional, behavioral, and programmatic needs. OSBA supports appropriate financial tax policy to make Oregon schools competitive, nationally, and globally, including the preservation of other funding options for local district consideration.

Student Programs

OSBA supports high-quality programs that equitably serve all students in obtaining a comprehensive and well-rounded education. OSBA supports new and continued partnerships with education stakeholders to increase educational and career opportunities for students.

Student Safety and Wellness

OSBA supports safe and secure school environments, the physical health and overall well-being of all students, and services that promote social, emotional, and behavioral health.

Personnel

OSBA supports attracting and retaining effective employees to create a healthy, diverse, culturally responsible, safe, and sustainable workforce. OSBA supports local management, local contract negotiations, and continued conversations regarding professional development, licensure, and career advancement for personnel.

Governance and Operations

OSBA believes locally elected school district, ESD, and community college boards are best equipped to make decisions in the best interest of students and communities. OSBA supports cross-system collaboration, alignment, and accountability among education stakeholders and partners.

Federal Education Issues

OSBA will advocate for the federal government to prioritize, streamline, and fully fund programs that support students.

The Oregon School Boards Association is dedicated to improving student success and education equity through advocacy, leadership, and service to Oregon public school boards.



1201 Court St. NE, Ste. 400, Salem, OR 97301
503-588-2800 | 800-578-OSBA
info@osba.org | www.osba.org

North Santiam School District

Code: **GCBDD/GDBDD**
Adopted: 10/19/17

Sick Time

This policy only applies to employees not otherwise eligible for the district's substantially equivalent Sick Leave benefits as defined in Collective Bargaining Agreements (CBAs) or contract, as defined in ORS 839-007-0055.

"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.

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 shall be front-loaded to an employee at the beginning of each year.

Sick time shall be taken in hourly 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 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 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.

Nothing in this policy impacts the sick leave obligation under Oregon Revised statute (ORS) 332.507.²

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

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

²Optional language; not required by statute; sometimes requested by collective bargaining units.

reasonable effort to schedule the sick time in a manner that does not unduly disrupt the operations of the district (e.g., grading deadlines, inservice 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.

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 (2016); Family and Medical Leave Act of 1993, 29 C.F.R. Part 825 (2016).
Americans with Disabilities Act Amendments Act of 2008.

Cross Reference(s):

ACA - Americans with Disabilities Act
GBDA - Mother Friendly Workplace
GCBDA/GDBDA - Family Medical Leave
GCBD/GDBD - Leaves and Absences

Sick Time

“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.]]

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] [in minimum increments not to exceed four hours] and may be used for the employee’s 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] 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.

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

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

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.

[Nothing in this policy impacts the sick leave obligation under Oregon Revised stature (ORS) 332.507.]³

[When the reason for sick time is consistent with other applicable leave, the sick time and other applicable leave 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, inservice 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 (2016); Family and Medical Leave Act of 1993, 29 C.F.R. Part 825 (2016).
Americans with Disabilities Act Amendments Act of 2008.

Cross Reference(s):

ACA - Americans with Disabilities Act
GBDA - Mother Friendly Workplace
GCBDA/GDBDA - Family Medical Leave
GCBD/GDBD - Leaves and Absences

³Optional language; not required by statute; sometimes requested by collective bargaining units.

North Santiam School District

Code: **ACB**
Adopted: *proposed*

All Students Belong

The principle of equity goes beyond formal equality where all persons are treated the same. Instead, equity fosters an inclusive and barrier-free environment in which everyone will fully benefit. The District will apply this principle of equity to all policies, programs, operations, practices and resource allocations. All students will have access and opportunity to a high-quality education.

All students are entitled to a high quality educational experience, free from discrimination or harassment based on perceived race, color, religion, gender identity, sexual orientation, disability or national origin.

All employees are entitled to work in an environment that is free from discrimination or harassment based on perceived race, color, religion, gender identity, sexual orientation, disability or national origin^{1}.

All visitors are entitled to participate in an environment that is free from discrimination or harassment based on perceived race, color, religion, gender identity, sexual orientation, disability or national origin^{2}.

The District prohibits the use or display of any symbols of hate on District grounds or in during any District/School-sponsored program, service or activity that is funded in whole or in part by monies appropriated by the Oregon Legislative Assembly unless they are used in teaching curriculum that is aligned to the Oregon State Standards. In responding to the use of any symbols of hate, the District will use non-disciplinary remedial action whenever appropriate.

A “bias incident” means a person’s hostile expression of animus toward another person, relating to the other person’s perceived race, color, religion, gender identity, sexual orientation, disability or national origin, of which criminal investigation or prosecution is impossible or inappropriate. Bias incidents may include derogatory language or behavior directed at or about any of the preceding demographic groups.

“Symbol of hate” means a symbol, image, or object that expresses animus on the basis of race, color, religion, gender identity, sexual orientation, disability or national origin including, the noose, swastika, or confederate flag³ and whose display:

1. Is reasonably likely to cause a disruption of or material interference with school activities; or
2. Is reasonably likely to interfere with the rights of students by denying them full access to the services, activities, and opportunities offered by a school.

¹ {OAR 581-022-2312 does not include this list of classes for employees (only for students), but it can be added.}

² {OAR 581-022-2312 does not include this list of classes for visitors (only for students), but it can be added.}

³ While commonly referred to as the “confederate flag,” the official name of the prohibited flag is the Battle Flag of the Armies of Northern Virginia.

The District prohibits retaliation against an individual because that person has filed a charge, testified, assisted or participated in an investigation, proceeding or hearing; and further prohibits anyone from coercing, intimidating, threatening or interfering with an individual for exercising any rights guaranteed under state and federal law.

Nothing in this policy is intended to interfere with the lawful use of District facilities pursuant to a lease or license.

The District will use administrative regulation ACB-AR - Bias Incident Complaint Procedure to process reports or complaints of bias incidents.

END OF POLICY

Legal Reference(s):

[ORS 659.850](#)
[ORS 659.852](#)

[OAR 581-002-0005](#)
[OAR 581-022-2312](#)

[OAR 581-022-2370](#)

Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969).

Dariano v. Morgan Hill Unified Sch. Dist., 767 F.3d 764 (9th Cir. 2014).

State v. Robertson, 293 Or. 402 (1982).

North Santiam School District

Code: **ACB-AR**

Adopted: *proposed*

Bias Incident Complaint Procedure

The term “bias incident” is defined in policy. Persons impacted by a bias incident shall be defined broadly to include individuals at whom an incident was directed as well as students in the larger school community likely to be impacted by the incident.¹

Step 1: Persons who become aware of or are impacted by a potential bias incident(s) and wish to file a complaint should immediately report the details to the administrator of the campus on which the event(s) occurred. If a staff member learns of a potential bias incident, the staff member will prioritize the safety and well-being of all persons impacted and immediately report the incident(s) to the building administrator.

Step 2: The administrator shall acknowledge receipt of the complaint, reduce it to writing, and investigate the event(s). Responding staff will recognize the experience of all persons impacted, acknowledge the impact, commit to taking immediate action, and prevent further harm against those persons impacted from taking place. Redirection procedures, if any, will include:

- Educational components that address the history and impact of hate;
- Procedural components to ensure the safety, healing, and agency of those impacted by hate;
- Accountability and transformation for people who cause harm; and
- Transformation of the conditions that perpetuated the harm.^{2}

The administrator must consider whether the behavior implicates other District policies or civil rights laws, and if so, respond accordingly. The administrator will determine responsibility within 10 days of receiving the complaint.

All persons impacted will be provided with information relating to the investigation and the outcome of the investigation. If any of the below information cannot be shared, a citation to the law prohibiting release and an explanation of how that law applies to the current situation will be provided.³ At a minimum, the information provided must include:

- That an investigation was initiated;
- When the investigation was completed;

¹ The term “complainant” in this administrative regulation includes persons filing formal complaints and persons reporting bias incidents, regardless of whether the complainant is a victim. Similarly, the term “complaint” includes any report, information or complaint.

² {ODE will be releasing additional guidance to support administrators in these situations. }

³ Refer to policies GBL - Personnel Records, JOA - Directory Information and JOB - Personally Identifiable Information and district legal counsel for guidance in these situations. Possible laws include, but are not limited to, Title 34 C.F.R. § 99.31 and ORS 342.850.

- The findings of the investigation and the final determination based on those findings; and
- Actions taken with the person or persons who committed the harassing behavior to remedy the behavior and prevent reoccurrence when the actions relate directly to a person impacted by the event.

Step 3: If complainant or a respondent wishes to appeal the decision of the administrator, the complainant or respondent may submit a written appeal to the superintendent within five school days after receipt of the administrator’s response to the complaint.

The superintendent or designee shall acknowledge receipt of the appeal and may meet with all parties involved. The superintendent or designee will review the merits of the complaint and the administrator’s decision. The superintendent or designee will respond in writing to the complainant within 10 school days.

The superintendent or designee will ensure that the requirements in Steps 1 and 2 (redirection procedures, notice, etc.) are continued to be met through Step 3, as appropriate.

Step 4: If the complainant or respondent is not satisfied with the decision of the superintendent or designee, a written appeal may be filed with the Board of Directors within five school days of receipt of the superintendent or designee’s response to Step 3. The Board may decide to hear or deny the request for appeal at a Board meeting. The Board may use an executive session if the subject matter qualifies under Oregon law. If the Board decides to hear the appeal, the Board may meet with the concerned parties and their representative at the next regular or special 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 within 10 days of this meeting.

The Board will ensure that the requirements in Steps 1 and 2 (redirection procedures, notice, etc.) are continued to be met through Step 4, as appropriate.

Complaints against the administrator can be directed to the superintendent or designee. Complaints against the superintendent or a Board member(s) can be directed to the Board. All individuals reviewing the complaint will ensure that all requirements are met.

If the complainant 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 initial filing of the complaint, may appeal⁴ the district’s final decision to the Deputy Superintendent of Public Instruction under Oregon Administrative Rules (OAR) 581-002-0001 – 581-002-0023.

Complaints may also be filed directly with the U.S. Department of Education Office for Civil Rights.⁵

⁴ An appeal must meet the criteria found in OAR 581-002-0005(1)(a).

⁵ Complaints must meet criteria as established by law. For more information, visit <http://www.ed.gov/about/offices/list/ocr/complaintintro.html>

District administration will develop and implement instructional materials to ensure that all school employees and staff are made aware of this procedure and related practices. The materials will include reporting procedures, educational processes, and possible consequences.

When necessary, timelines may be adjusted by the District by communicating to all parties in writing. This communication must include a new timeline and an explanation of why the timeline must be adjusted.

NSSD Enrollment Totals as of 11/13/20

School Name	Grade	March '20	Oct '20	Nov '20	Dec '20	Jan'21	Feb '21	March '21	April '21	May '21	June '21
MARI-LINN ELEMENTARY	KG	21	14	14							
MARI-LINN ELEMENTARY	1	21	14	13							
MARI-LINN ELEMENTARY	2	23	18	18							
MARI-LINN ELEMENTARY	3	25	17	15							
MARI-LINN ELEMENTARY	4	29	17	16							
MARI-LINN ELEMENTARY	5	26	26	24							
MARI-LINN ELEMENTARY	6	23	23	22							
MARI-LINN ELEMENTARY	7	26	19	18							
MARI-LINN ELEMENTARY	8	22	15	15							
MARI-LINN ELEMENTARY	ALL	216	163	155							
NSSD OPTIONS ACADEMY	KG	N/A	12	11							
NSSD OPTIONS ACADEMY	1	N/A	11	11							
NSSD OPTIONS ACADEMY	2	N/A	2	2							
NSSD OPTIONS ACADEMY	3	N/A	9	11							
NSSD OPTIONS ACADEMY	4	N/A	5	10							
NSSD OPTIONS ACADEMY	5	N/A	5	6							
NSSD OPTIONS ACADEMY	6	N/A	7	4							
NSSD OPTIONS ACADEMY	7	N/A	5	3							
NSSD OPTIONS ACADEMY	8	N/A	17	14							
NSSD OPTIONS ACADEMY	9	N/A	7	7							
NSSD OPTIONS ACADEMY	10	N/A	10	10							
NSSD OPTIONS ACADEMY	11	N/A	16	18							
NSSD OPTIONS ACADEMY	12	N/A	6	7							
NSSD OPTIONS ACADEMY	ALL		112	114							
STAYTON ELEMENTARY	KG	90	72	72							
STAYTON ELEMENTARY	1	112	71	72							
STAYTON ELEMENTARY	2	90	98	95							
STAYTON ELEMENTARY	3	86	77	72							
STAYTON ELEMENTARY	ALL	378	318	311							
STAYTON HIGH	9	189	187	183							
STAYTON HIGH	10	205	186	183							
STAYTON HIGH	11	174	180	174							
STAYTON HIGH	12	181	149	142							
Winema/GED/Early College			27	44							
STAYTON HIGH SCHOOL	ALL	749	729	726							
STAYTON INTERMEDIATE	4	83	67	68							
STAYTON INTERMEDIATE	5	102	70	70							
STAYTON INTERMEDIATE	ALL	185	137	138	87						
STAYTON MIDDLE	6	138	94	95							
STAYTON MIDDLE	7	108	126	126							

STAYTON MIDDLE	8	136	104	107						
STAYTON MIDDLE	ALL	382	324	328						
SIS/SMS TOTAL	ALL	567	461	466						
SUBLIMITY	KG	45	25	23						
SUBLIMITY	1	36	40	38						
SUBLIMITY	2	43	34	36						
SUBLIMITY	3	42	39	40						
SUBLIMITY	4	42	45	37						
SUBLIMITY	5	42	46	44						
SUBLIMITY	6	45	40	38						
SUBLIMITY	7	57	42	41						
SUBLIMITY	8	34	48	48						
SUBLIMITY	ALL	386	359	345						
NSSD	TOTAL	*2296	2142	2117						
NSSD Students Enrolled in Virtual Schools				111						
NSSD students registered with WESD to homeschool				195						

* The March 2020 Board report showed an NSSD total of 2262. This was to account for the 34 students who were attending off campus for programs such as Early College, Winema or GED. Starting for the 20-21 school year, those students will be included in the NSSD total but will be subtracted from the individual grade level numbers from Stayton High School.

The total number of Kindergarten students enrolling for 20-21 is down across the state. Indications are that some parents have decided to simply hold their Kindergarten students out for a year and then enroll them (in K) in 21-22.



North Santiam School District
BOARD OF DIRECTORS
SCHOOL YEAR ANNUAL AGENDA ITEMS CALENDAR
Version 1, Updated 11/19/20

These agenda items typically occur every month so have not been repeated below:

1. Spotlight/Recognition/Awards *(may not occur every month)*
2. Reports:
 - ASB Report-ASB President or designee
 - Superintendent's Report
 - Business Director's Report
 - Community Engagement Committee Report
 - Student Success Act –Supt or Assoc Supt
 - Informational Reports including: field trips, enrollment & upcoming events
3. Approval of Meeting Minutes & Licensed Staff Changes
4. First and/or second readings of updates to NSSD board policies

These items may appear as needed but may not happen at the same time every year:

1. Long Range Facility Master Planning Committee/Bond Planning
2. OSBA (in-house) training or other group learning opportunities
3. Budget Appropriations/Funding Resolutions
4. Curriculum Adoptions

July

Traditional Location: Santiam Room

Annual Agenda Items:

1. Approve Board Goal Strategies for upcoming year (done annually)
2. (Next Applicable in 2022) Approve Board/District Goals – every three years
3. Supt. Evaluation Document Approval
4. Approval of Board Operating Protocol
5. Annual Organizational Agenda Items (list copied from OSBA website)
(the Annual Organizational Items must occur before July 31 but can be done in June during a non-election year, if the Board chooses to not have a July meeting)

- Swear in recently elected and appointed directors, who must take an oath of office before assuming duties. Elect the board chair and vice chair. (ORS 332.005(2), 332.040)

****if a new student representative has been selected, they can swear in during the month of the first meeting they attend***

- Make sure the following positions are designated:
 - Chief administrative officer (the superintendent) as school district clerk or another individual, if there is no chief administrative officer. (ORS 332.515)
 - Business manager or deputy clerk, or both.
 - Custodian of funds who will sign checks or, if the school board so authorizes, utilize a facsimile signature for that purpose. (ORS 328.441, 328.445)
 - Budget officer, who shall prepare or supervise preparation of the budget document under the direction of the executive officer. (ORS 294.331)
 - Financial auditors for the school year, who may be contracted for through the administrative office of the county in which the administrative office of the school district is located. (ORS 328.465, 327.137, 297.405)
 - Legal counsel.
- Determine fidelity-bond amounts for those authorized to handle district funds and ensure they are bonded by a surety company authorized in Oregon. (ORS 332.525)
- Set a borrowing limit for the custodian of funds.
- Establish dates, time and place of regular monthly board meetings.
- Establish depository(ies) for school funds. (ORS 328.441, 294.805-294.895)
- Review status of Local Public Contract Review Board and rules. (ORS 279A.060)
- Under new business:
 - Appoint members of standing committees.
 - Approve personnel changes.
 - Approve contracts for payment. (ORS 332.075(2-3))

Other Activities/Events

- OSBA Annual Conference (Bend)
- SummerFest (last Saturday in July)

August

Traditional Location: SES Cafeteria

Leadership Team Goal Workshop (early August)

1. Review standing Board/District Goals and present any new Board strategies
2. Receive end of year reports & upcoming year goals from NSSD Leadership Team

Traditional Location: Santiam Room

Regular Session Annual Agenda Items:

1. Projected Student Enrollment
2. New Excise Tax Rate Approval
3. Board members choose their “buddy school”
4. TELL Survey Results

Other Activities/Events

- Safe Schools Training on Mandatory Reporting (online)

- Welcome Back to School-Staff (last week in August)
- Back to School Open Houses (see school calendars for dates)

September

Traditional Location: Santiam Room

Annual Agenda Items:

1. Possible nominations for NSSD board member wishing to run for an OSBA board position
2. TAG Program Report
 - a. Number of Student Identified and the screening process
 - b. Supports/Programs offered
3. Previous Stayton High school year data
 - a. Graduation/Completer rates
 - b. On-Track to Graduate rates for upcoming 10-12 graders
 - c. College Credits Earned
 - d. CTE Enrollment (demographics if possible)
 - e. Percentage of Students Involved in Co-Curricular Activities
 - f. Percentage of Students Involved in Activities/Clubs with Service

Other Activities/Events

- Safe Schools Training on Mandatory Reporting-due to be completed this month

October

Traditional Location: Santiam Room

Annual Agenda Items:

1. Stayton Booster Club Report (projects, membership, etc) - Club President
2. Division 22 Report-Assoc. Superintendent
3. Professional Development Report – Assoc. Superintendent or designee
4. Evaluation of Ed Effectiveness (findings from teacher observations)-Supt or designee

Other Activities

- State-Wide Licensed In-Service Day
- Lyons Fire Dept Chili Cook-off
- OSBA Regional Meetings

November

Traditional Location: Santiam Room

Annual Agenda Items:

1. Special Education Report (Nov or Dec)-Special Ed Director

2. Exit Interview Survey Results (Oct or Nov)- HR Director
3. OSBA Elections
4. Leadership Team Current Year Goal Update (in report form)
 - SHS Report should include On-Track to Graduate percentages
5. Master Facilities Plan Review and Revisions—Facilities Director
6. State/District Report Cards-Assoc Supt (Nov or Dec)

Other Activities/Events

- OSBA Annual Conference

December

Traditional Location: Santiam Room

Annual Agenda Items:

1. District-wide AVID Report – District AVID Coordinator/Assoc Supt.

January

Traditional Location: Stayton Middle School

Annual Agenda Items:

1. Board Appreciation Month-Staff/Schools
2. School Spotlight-School Admin
3. WESD Local Service Plan Approval (every 2 years)-Superintendent
4. Proposed List of Budget Committee Members and Budget Calendar-Business Director
5. Audit Review-Business Director (may also be joined by reps from auditing firm)
6. Current Year Goals Progress -Superintendent

Other Activities/Events

- Classified In-Service Day

Board Secretary Tasks:

- Prepare to file notice of district board election (due in Feb, [see Marion Co Calendar](#))
- Provide filing information to anyone seeking election/re-election (only in odd numbered years at this time)

February

Traditional Location: Stayton Elementary School

Annual Agenda Items:

1. School Spotlight-School Admin
2. Proclamation for Classified Appreciation Week (in March)
3. Approval of Budget Committee Calendar-Business Director
4. Leadership Team Current Year Goal Updates (in written form)
 - SHS Report should include On-Track to Graduate percentages

Board Secretary Tasks:

- File notice of district board election ([see Marion Co Calendar](#))
- Provide filing information to anyone seeking election/re-election (only in odd numbered years at this time)

Other Activities/Events

- Licensed In-Service Day
- Stayton Sublimity Chamber of Commerce Awards Banquet
- Booster Club Annual Auction

March

Traditional Location: District Office/Santiam Room

Special Session:(first week in March)

1. Renewal of Contracts (Licensed/Administrative)

Traditional Location: Mari-Linn School

Regular Session Annual Agenda Items:

1. School Spotlight-School Admin
2. School Calendar Adoption (typically between now and May)
3. Superintendent Evaluation Forms to Board members
4. Projected Enrollment for Budget (review of 2nd period ADM)-in Bus. Director's report

Board Secretary Tasks:

- Distribute Evaluation Forms/Links to Board members
- Provide Reminded of Board Elections Filing Due Date (if applicable)

April

***Prior to April meeting, the individual scores from the Supt Eval must be compiled so they are available to review during the meeting* - Board Volunteer or Board Secretary**

Traditional Location: Sublimity School

Annual Agenda Items:

1. School Spotlight-School Admin
2. Review Board Goal Strategies/Schedule work session (if needed) to revise in order to be adopted in July
3. (Next Applicable 2022) Review Board/District Goals and schedule work session (if needed) to revise in order to be adopted in July – only done every three years.
4. Review Consolidated Scores~ Superintendent Evaluation (Board only/Exec session)

After April Meeting

The Board Chair and Vice Chair review Salary/Benefits comparisons with the HR Director. Then they review the compiled scores/comments from the evaluation with Superintendent and negotiate the extension of the contract.

Board Secretary Tasks

- Coordinate with current student board representative and SHS admin to announce the student representative position opening for the upcoming school year. Applications should be submitted to the principal by June 1st.

May

Traditional Location: Stayton High School

Prior to Board Meeting:

The Board Chair and Vice Chair review Salary/Benefits comparisons with the HR Director. Then they review the compiled scores/comments from the evaluation with Superintendent and negotiate the extension of the contract.

Annual Agenda Items:

1. School Spotlight-School Admin
2. Student awards @ SHS-Valedictorian, Salutatorian, Future First Citizen
3. Board Awards – Santiam, Jack Adams, Community Partner, Eagle Award (as recommended by the Community Engagement Committee)
4. WESD Local Service Plan List of Services Taken-Supt or Business Director
5. Establish the number of student transfer requests into the District for coming year
6. Review results of annual parent survey

7. Review Supt. Evaluation as a group with the Superintendent (Board only/Exec Session)
8. Approve contract extension of Superintendent

Board Secretary Tasks

- Coordinate with current student board representative and SHS admin to collect student representative applications for the upcoming school year. Applications should be submitted to the principal by June 1st.

June

Traditional Location: Santiam Room

Special Session/Budget Hearing (prior to Regular Session):

Review of Budget Documents/Resolutions: Business Director

Regular Session Annual Agenda Items:

1. Budget Approval
2. Resolution~ Budget Reserves (DBDB)-Business Director
3. Professional Development Report – Assoc. Superintendent or designee
4. Select student representative to the school board for following year
5. Community Wide Activities in Schools for Previous Year (in written report)
6. Goal Workshop Prep (discuss who can attend, who will present)

Review Board Self-Evaluation (in 2020) – TBD

The Board will be asked to discuss the best time of year to conduct the evaluation.