



2022-23 Board of Directors

Board Chair, Alisha Oliver **Board Vice-Chair,** Erin Cramer

Board Members: Mike Wagner, Laura Wipper, Mark Henderson, Coral Ford & Mackenzie Strawn

Student Representative to the Board, Omar Garcia & Rori Bentz

Superintendent, Lee W. Loving

Assoc. Superintendent, Dave Bolin

Director of Business & Fiscal Services, Rhonda Allen

Director of Human Resources, Danielle Blackwell

Superintendent/School Board Executive Assistant, Tonia Whisman

Regular Session

Thursday, December 16, 2021 ~ 6:00 PM

Stayton Elementary Cafeteria

875 N 3rd Ave

Stayton, OR 97383

NSSD 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

NSSD 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

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. It is an open meeting of the Board and the public is allowed to observe in-person and via Zoom. 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 at meeting sites and in the District Office during business hours. 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.

ACKNOWLEDGEMENT OF BOARD MEMBERS PRESENT: ALISHA OLIVER

PLEDGE OF ALLEGIANCE: ALISHA OLIVER

2. APPROVAL OF THE AGENDA

Any changes to the agenda after posting on December 10, 2021 are noted below:

Added Attachments-

- 5.2-General Fund Board Financials 21.22
- 7.1-Resolution 121621A-Excise Tax Temporary Exclusion Extension
- 7.3- N.S. CBA Final-12.13.21

3. STUDENT BUSINESS

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

4. 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 table near the entrance of the room and on the District's website. Those who have completed a public comment card will be called one at a time to step forward (or turn on their cameras/mics) and state their name and address. Please note that speakers will have three minutes to express their thoughts.

5. REPORTS

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

This standing agenda item is to receive information from the NSSD Superintendent regarding the District which may also include legislative updates regarding education.

2. Business Director's Report: Jane Nofziger **8**

This standing agenda item is to receive information and the monthly financial report from the NSSD Business Director.

General Fund Board Financials 21.22 8

3. COVID-19 Guidance Report

This standing agenda item is for reviewing COVID-19 guidance for schools and the current status of the virus in the community. The Board will be updated on the current status of the District's implementation of the new "test-to-stay" and "test-to-shorten" programs.

4. Student Success Act: Dave Bolin

This standing agenda item is for monthly reports on the **Student** Success Act (SSA)/Student Investment Account (SIA).

6. 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* **9**

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

11.18.21 meeting minutes-DRAFT. 9

2. *Licensed Staff Changes* **16**

School boards must approve the hiring and annual renewal and/or extensions of the Licensed staff contracts. HR Director Debi Brazelton will review any changes in Licensed staff since the last board meeting. Only new hires require board approval; building transfers, resignations and retirements are for information only.

New Hires (Board Action Required)

Dodi Holm-SES Job Share for 2021-22 school year

Dec 2021 Licensed Staff Report 16

3. *Policy Updates/2nd Reading* **17**

The following policy edits were recommended from OSBA as part of their Policy Plus service, typically as a result of new legislation or to revise outdated language. They were presented for a first reading in November and are brought back for a second reading and possible approval.

BBA- Individual Board Member's Authority and Responsibilities

CM- Compliance and Reporting on Standards	
BBAA-Ind Board Member's Authority & Resp	17
CM-Compliance & Reporting on Standards	19

4. *Action on Consent Agenda*

7. **NEW BUSINESS**

1. **Extension of Mehama School Lease** **20**

Supt Gardner will review the history of the lease agreement on the District-owned properties at 22057 & 22059 Emma St SE Lyons, OR (referred to as the Mehama School) to Mehama Community Church and the possibility of extending the lease.

Mehama School Property Lease Extension 20

2. **Extension of Beachie Creek Fire Excise Tax Waiver** **29**

The current deadline for Excise Tax waivers for homes lost in the Beachie Creek Fire is December 31, 2021. The Board will discuss extending the application deadline.

Temporary Excise Tax Waiver-RES. #121621A 29

3. **Ratifying Classified Union Bargaining Agreement** **30**

The District has reached an agreement with the Classified employees union to extend their bargaining agreement through the 2023 school year. The Board will be asked to ratify this agreement in the December meeting so that the process to provide retroactive pay to affected staff members from the beginning of the contract period can occur. Mike Wagner was the Board's representative throughout the process.

N.S. CBA Final _12-13-21 30

4. **NSSD Board Policies Review**

1. **Policy Review Regarding Student Vaccine Mandates** **82**

The Board will discuss options to address parent concerns regarding vaccine mandates for students. Options may include, but are not limited to, introducing a new board policy or resolution or revising an existing policy. Clarifying statements have been added as potential changes to policy JHCC-Communicable Diseases for reference.

JHCC -Communicable Diseases-Students D1 12.16.21 82

2. OSBA Policy Plus Recommendations

The following policy edits were recommended from the Oregon School Boards Assoc. (OSBA) as part of their Policy Plus service, typically as a result of new legislation or to revise outdated language.

ACB-Every Student Belongs (formerly All Students Belong)

ACB-AR- Bias Incident Complaint Procedure

These updates are a result of changes made by the Oregon Legislature and the Oregon State Board of Education over the past several months. House Bill 2697 (2021) takes effect on January 1, 2022, and OSBA highly recommends that school boards delete current versions and replace the policy and AR with these new versions. In addition to the policy edits, the House Bill has been attached for reference.

BD/BDA - Board Meetings

BDDH - Public Comment at Board Meetings

These updates are a result of Oregon House Bill 2560 which requires public governing bodies, to the extent reasonably possible, to make all meetings accessible remotely through technological means and provide an opportunity for members of the public to remotely submit testimony as of January 1, 2022.

ACB Every Student Belongs D1 12.16.21	85
ACB AR - Bias Incident Complaint Procedure D1, 12.16.21	88
ACB -House bill 2697	91
BD_BDA- Board Meetings D1-12.16.21	94
BDDH -Board Meetings D1-12.16.21	98
BDDH Public Comment at Board Meetings-Delete	100

5. Community Engagement Committee

The Board will discuss the next steps in pursuing evidenced-based strategies to better engage parents and the community in District schools. OSBA has recommended a work session in January 2022 where the Board can discuss its role in community engagement and identify the stakeholders ("community") in the NSSD. They suggest an (outside) facilitated session and possibly a gaps analysis of community engagement (e.g., discuss the work the board currently does to engage with the community, barriers, outreach methods, etc.). In addition, the Board can discuss possible strategies.

8. INFORMATION ONLY

1. Field Trip Report:

As of 12/15/21, no additional trips have been scheduled since the report in the November Board meeting.

2. **Student Enrollment:**

103

Current enrollment is approximately 2,125 across the District. Numbers for each school are listed below. Refer to the attachment for a breakdown by grade at each location.

- Mari-Linn: 167
- Sublimity: 334
- Stayton Elementary: 358
- Stayton Intermediate/Middle: 452
(SIS:162 SMS:290)
- Stayton High: 669
- Options Academy: 145

December 2021 Enrollment Totals

103

3. **Future Agenda Items:**

105

A list of possible future agenda items is attached as part of the board packet. Board members may request that additional items be posted to this list.

Agenda Items Annual Calendar 11.21

105

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

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

Dec 20 - Dec 31, 2021 ~ Winter Break

January 20, 2022 ~Regular Session-Board Meeting:
6:00 pm ~ location TBA

9. **MISC INFO & ANNOUNCEMENTS**

This item is for things such as reports from board members (E.g. conferences or community events they attended) or to request volunteers for upcoming activities.

Board Greeter for Next Month:

Chamber Greeters NSSD Board Rep:

Possible Future Agenda Items:

10. **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.

**2021-22 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	25,811	38,684	17,496	10,936	5,703,764	500,000	75,000	30,000	120,000	20,000	20,000	121,000	6,682,691	6,700,000	99.74%	
Electric Tax - 1200	0	0	1,568										1,568	0		
Investment Earnings -R1510	45,986	5,380	5,380	4,678	4,647	4,700	4,700	4,700	4,700	4,700	4,700	4,700	98,971	140,000	70.69%	
Admissions, Fees, Rents, R1710:R1910 & R1330	136	342	40	516	1,581	0	50	0	150	75	150	1,046	4,086	3,000	136.21%	
Other local Sources R1940:R1990	120	2,446	42,440	505	78	110	139	35	17,681	4,668	906	75,000	144,128	152,500	94.51%	
0													0	0		
County School Funds R2101	0	0	0	0	0	0	0	0	22,500	0	0	0	22,500	45,000	50.00%	
Interm. Revenue Heavy Equipment Tax 2199		6,301		0	0	500	500	500	500	500	200		9,001	10,000		
Restricted Revenue - PTP R2200 & R3299	0	0	0	3,614	0	0	0	0	10,028	0	0	0	13,642	0		
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	2,605,951	1,302,194	1,302,194	1,302,194	1,150,636	1,150,636	999,870	999,870	999,870	999,870	999,870	0	13,813,155	15,533,461	88.93%	
School Support Fund High School Disability	0	0	0	0	0	0	0	0	0	0	10,000	0	10,000	10,000		
St Sch Fd-Prior Year Adjustment R3101.5											(200,000)	0	(200,000)	(150,000)	133.33%	
Common School Fund R3103	0	0	0	0	0	0	0	118,415	0	0	0	110,039	228,454	226,889	100.69%	
State Timber R3104	899,179	0	738,978	0	0	0	0	0	200,000	0	37,000	0	1,875,157	250,000	750.06%	
Federal Sources													0			
Federal Forest Fees R4801	0	0	0	0	0	0	0	0	0	0	10,000	0	10,000	10,000		
Bond Proceeds			14,634,899										14,634,899	14,743,334		
Accrued Interest			0										0	1,000		
Beginning Fund Balance - est R5400	3,600,000	0	0	0	0	0	0	0	0	0	0	0	3,600,000	2,400,000	150.00%	
Total Monthly Revenue	3,577,184	1,355,348	16,742,995	1,322,442	6,860,706	1,805,946	1,080,259	1,303,520	1,375,429	1,179,813	882,826	461,785	41,548,253		102.15%	
Cumulative Revenue	7,177,184	8,532,532	25,275,527	26,597,969	33,458,676	35,264,621	36,344,880	37,648,400	39,023,829	40,203,642	41,086,468	41,548,253	41,548,253	40,675,184	101.79%	
EXPENDITURES BY OBJECTS																
100 Salaries	227,142	266,712	992,523	1,027,766	1,007,939	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	2,300,000	11,942,082	12,083,287	98.83%	
200 Employee Benefits	137,616	168,795	679,137	619,842	610,471	615,000	615,000	650,000	650,000	640,000	640,000	1,375,000	7,400,860	7,939,982	93.21%	
300 Purchased Services	45,780	136,970	99,800	231,437	198,855	250,000	250,000	250,000	250,000	250,000	250,000	750,000	2,962,842	3,188,043	92.94%	
400 Supplies	18,923	60,675	39,266	72,506	30,049	51,000	51,000	58,376	58,000	97,817	57,000	87,643	682,255	810,633	84.16%	
500 Capital Outlay	1,760	28,369	4,526	4,526	8,392	4,600	4,600	4,600	4,600	4,600	30,000	40,000	140,572	142,335	0.00%	
600 Dues, Fees, Other	287,063	68,800	14,583,775	11,407	1,555	5,000	5,000	10,000	15,000	30,000	2,750	20,000	15,040,350	15,160,904	99.20%	
700 Transfers to other Funds	0	0	0	0	0	0	0	0	0	0	0	50,000	50,000	50,000	100.00%	
800 Contingency/Unappropriated		0	0	0	0	0	0	0					0	1,300,000	0.00%	
Total Monthly Expenditure	718,284	730,320	16,399,026	1,967,485	1,857,261	1,945,600	1,945,600	1,992,976	1,997,600	2,042,417	1,999,750	4,622,643	38,218,961	40,675,184		
Cumulative Expenditure	718,284	1,448,604	17,847,630	19,815,114	21,672,375	23,617,975	25,563,575	27,556,552	29,554,152	31,596,568	33,596,318	38,218,961	38,218,961	40,675,184	93.96%	
EXPENDITURES BY FUNCTION													0			
1000 - Instruction	19,729	21,725	1,126,434	1,238,260	1,201,178	1,230,000	1,215,000	1,210,758	1,244,745	1,284,321	1,213,836	3,149,879	14,155,864	14,862,331	95.25%	
2000 - Support Services	653,518	639,500	702,355	724,725	656,083	715,600	726,924	757,218	752,855	708,096	785,914	1,462,764	9,285,552	9,588,099	96.84%	
3000 - Community Services	0	4,500	0	4,500	0	0	0	0	0	0	0	0	9,000	10,700	84.11%	
5000 - Debt Service / Transfers	45,037	64,595	14,570,237	0	0	0	3,676	25,000	0	50,000	0	10,000	14,768,545	14,914,054	99.02%	
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	718,284	730,320	16,399,026	1,967,485	1,857,261	1,945,600	1,945,600	1,992,976	1,997,600	2,042,417	1,999,750	4,622,643	38,218,961	40,675,184		
Cumulative Expenditure	718,284	1,448,604	17,847,630	19,815,114	21,672,375	23,617,975	25,563,576	27,556,552	29,554,152	31,596,569	33,596,318	38,218,961	38,218,961	40,675,184	93.96%	
Month End Balance	6,458,900	7,083,928	7,427,897	6,782,855	11,786,300	11,646,646	10,781,305	10,091,849	9,469,677	8,607,074	7,490,150	3,329,292				



2021-22 Board of Directors

Board Chair, Alisha Oliver Board Vice-Chair, Laura Wipper

Board Members: Mike Wagner, Erin Cramer, Mark Henderson, Coral Ford & Mackenzie Strawn

Student Representatives to the Board, Tayven Whieldon & Sarah Wolf

Superintendent, Andy Gardner

Assoc. Superintendent, Dave Bolin

Business Director, Jane Nofziger

Human Resources Director, Debi Brazelton

Superintendent/School Board Executive Assistant, Tonia Whisman

Regular Session Meeting Minutes-DRAFT

Thursday, November 18, 2021 ~ 6:00 PM

Stayton Elementary Cafeteria

875 N 3rd Ave, Stayton

1. CALL REGULAR SESSION TO ORDER

The Board Chair called the meeting to order at 6:00 pm. She noted which members were absent or present (indicated below) and led everyone in the pledge of attendance.

PRESENT: Alisha Oliver, Laura Wipper, Mike Wagner, Erin Cramer, Mark Henderson, Coral Ford and Student Representatives to the Board, Tayven Whieldon & Sarah Wolf

ABSENT WITH NOTICE: Mackenzie Strawn

2. APPROVAL OF THE AGENDA

Any changes to the agenda after posting on November 12, 2021 were acknowledged:

Added Attachments-

- 5.2-General Fund Board Financials 21.22, Food Service 21.22 & **Alt School Bid Tabulation Sheet (revised 11.18.21 due to the far right column being cut off on original posting)**
- 7.1-ESSER Capital Expenditures & Reimbursement Updates

MOTION-AGENDA APPROVAL

Motion that the Board approves the meeting agenda as modified.

Motion Made By: Laura Wipper

Vote: 6-0

3. STUDENT BUSINESS

Student representatives Sarah Wolf and Tayven Whieldon shared reports regarding Stayton High School. Highlights included:

- a wrap-up of fall sports
- the SHS band is planning a concert in January '22
- two new clubs have started which are Crocheting and Hispanic Culture. SkillsUSA, FFA, FBLA and Anime clubs have also started. The robotics club is beginning to reform. It had been paused due to the resignation of the advisor (SHS teacher).
- the annual food drive to benefit the Stayton Food Bank started Nov 1st and has been extended to Dec 3rd
- the Holiday Share event is starting and there will be information available via a link and/or QR for people to access the items students have requested

4. PUBLIC COMMENT

Crystal Sherman, Lyons- asked the Board to consider adopting policies regarding vaccine mandates and non-emergency medical care for students.

5. REPORTS

5.1 Superintendent's Report

Superintendent Gardner gave the Board his monthly report on the District. Key points included:

- the District has settled contract negotiations with the Classified staff union. The contract is good for the current school year and subsequent year. He indicated there will be an additional salary step added as well as cost of living adjustments (COLA). This will result in a 5.2% salary increase this year and 5.5% for 2022-2023..
- Classified staff with four year degrees are currently being used as substitute teachers. Due to TSPC relaxing standards, staff without degrees are also starting to be utilized. The District has hired a couple of full-time substitute teachers who report each day and are assigned to any unfilled absence.
- The Equity Collaborative will be presenting their full equity assessment in January and it will be shared with the Board as well as parents and community members.
- SHS Principal Vicky Storey was asked to speak briefly on the school's grading policy. Key points included:
 - Teacher's gradebooks are structured with 80% of scoring tied to assessments and 20% to homework and practice work.
 - Students must pass the assessments with a score of 60%. They may be allowed to retake assessments if they fall below that percentage but they may also be required to submit additional practice work before doing so.
 - Missing homework/practice is marked with a zero.

5.2 Business Director's Report

Business Director Jane Nofziger gave the monthly financial report. Key points included:

- decreases in student enrollment have resulted in a reduction of approximately \$1.1 million in the District's state funding. District administrators have been anticipating this reduction and have accounted for it. She anticipates the ending funding balance to be down only roughly \$500,000 at the end of 2021-22.. She also noted many districts across the state are experiencing similar reductions in funding.

- she noted that the savings from the PERS bond the District purchased recently is reflected in the monthly financial report. She stated the interest earned offsets the PERS rates the District pays which is resulting in a reduction for Tier 1 and Tier 2 employees from 6% to .005% and for Tier 3, from 6% to 0%. Even accounting for the PERS bond payment, the savings outweighs the costs.
- Supt Gardner briefly discussed the bids the District has received from construction companies and the process for awarding the project. The list can be viewed at the meeting link [November, 18, 2021](#).

5.3 COVID-19 Guidance Report

This standing agenda item is for reviewing COVID-19 guidance for schools and the current status of the virus in the community.

- Supt Gardner reviewed the options ODE is currently pursuing to allow students to test out of quarantine. They are working to provide enough tests to school districts. Once they have stockpiled enough, students will be tested immediately upon the discovery of a school-related exposure and then again at day seven. As long as both are negative, the student will have the option to continue attending school in-person.
- He reiterated again, with the Board's agreement, that the District has no intention of independently instituting a COVID vaccine mandate for NSSD students.
- Erin Cramer also gave a brief overview of the status of the virus in the Santiam Memorial Hospital Clinics, in his professional opinion as the hospital's Director of Clinics.

5.4 Grants Report: Dave Bolin

Assoc. Superintendent. Dave Bolin gave a report on the various state and federal grants the District receives including Title, II, III & IV as well as ESSER III and SIA. He reviewed the District's philosophy and process for grant writing. He reviewed each of the grants and the applicable expenditures. His presentation has been included in the meeting materials and is available to view at this meeting link [November, 18, 2021](#).

Coral Ford requested that grant agreements be posted in their entirety on the District's website for public viewing.

5.5 Student Success Act: Dave Bolin

Assoc. Superintendent Dave Bolin gave the [Student Success Act](#) monthly update.

6. CONSENT AGENDA

6.1 Approval of Meeting Minutes

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

6.2 Licensed Staff Changes

HR Director Debi Brazelton reviewed changes in Licensed staff since the last board meeting. Only new hires require board approval; building transfers, resignations and retirements are for information only.

New Hires (Board Action Required)

Sarah Davisson-SHS/LA Teacher

Resignations

Ward Robertson-SHS/LA Teacher

Leave of Absence

Megan Peetz

6.3 Action on Consent Agenda

MOTION-CONSENT AGENDA

Motion that the Board approve the Consent Agenda including; 6.1-Minutes from the 10/18/21 Special Session and the 10/21/21 Regular Session and 6.2- new hire Sarah Davisson.

Motion Made By: Mike Wagner

Vote: 6-0

7. NEW BUSINESS

7.1 ESSER III Grant Projects: Jane Nofziger

The District has recently discovered there is a new requirement for building projects that are to be included in the ESSER III grant and total over \$25,000.00 should have school district board approval. An explanatory statement from the ODE website was attached. Business Director Jane Nofziger reviewed the expenditures from all the ESSER grants (I, II, III) and the two projects that meet the requirement of needing board approval under ESSER III.

- 1) NSSD Options Academy building
- 2) Mari-Linn Elementary Outdoor Covered Classroom Space

Board members discussed whether or not to move to approve the projects or table it until the December meeting. Coral Ford expressed concern that she was not able to review the grant agreement in detail before voting and requested that the vote be delayed until the December board meeting. Ultimately, since the projects were already approved by ODE to be included in the grant, the Board had been notified numerous times during the preceding months of the projects and the requirement for school district board approvals is a new addition to the process, the majority of the Board felt comfortable moving forward with the vote.

MOTION-ESSER III BUILDING PROJECTS

Motion that the Board approves the Options Academy building project and the Mari-Linn School Elementary Outdoor Covered Classroom Space project be included in the ESSER III grant.

Motion Made By: Laura Wipper

Vote: 5-1

Alisha Oliver-yes, Laura Wipper-yes, Mark Henderson-yes, Alisha Oliver-yes, Erin Cramer-yes, Mike Wagner-yes and Coral Ford-no (Mackenzie Strawn-absent)

Superintendent Gardner reiterated that regardless of the requirement in many of the grants to use an equity lens when determining how to apply funding to projects, the District would still be committed to the work of improving outcomes for traditionally underperforming students.

There was another discussion about making grant agreements easily accessible to board members and to the public in general. This desire was acknowledged and District administrators indicated they will work to improve access.

7.2 2021 OSBA Election

The Oregon School Boards Association 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 odd-numbered years member boards elect regional representatives for even-numbered positions on the OSBA [Board of Directors](#) and all members of the [Legislative Policy Committee](#).

NSSD had the option to vote for Board of Directors positions 11 & 12 and Legislative Policy Committee positions 11 & 12. The election ballot and candidate resumes were included in the meeting materials. The Board elected to cast votes as follows:

MOTION-OSBA CANDIDATE

Motion that the Board places a yes vote for Anthony Medina for OSBA Board of Directors Position 11.

Motion Made By: Laura Wipper

Vote: 6-0

MOTION-OSBA CANDIDATE

Motion that the Board places a yes vote for Melissa LaCrosse for OSBA Board of Directors Position 12.

Motion Made By: Laura Wipper

Vote: 6-0

MOTION-OSBA CANDIDATE

Motion that the Board places a yes vote for Maria Hinojos Pressey for OSBA Legislative Policy Committee Position 11.

Motion Made By: Laura Wipper

Vote: 6-0

MOTION-OSBA CANDIDATE

Motion that the Board places a yes vote for Ashley Carson Cottingham for OSBA Legislative Policy Committee Position 12.

Motion Made By: Laura Wipper

Vote: 6-0

7.3 Policy Updates/First Reading

The following policy edits were recommended from OSBA as part of their Policy Plus service, typically as a result of new legislation or to revise outdated language. They were presented for a first reading and will be brought back in the December 16, 2021 meeting for a second reading/approval.

BBAA- Individual Board Member's Authority and Responsibilities

CM- Compliance and Reporting on Standards

8. INFORMATION ONLY

8.1 Field Trip Report:

A list of the field trips taken and/or scheduled since the start of the school year was included in the board packet. The attachment can be viewed by clicking on the [November 18, 2021 meeting link](#)

8.2 Student Enrollment:

Current enrollment was approximately 2,128 across the District. Refer to the [November 18, 2021 meeting](#) for a breakdown by grade at each location.

Mari-Linn: 162

Options Academy: 146

Stayton Elementary: 359

Stayton High: 681

Stayton Intermediate/Middle: 444

(SIS: 156 SMS:288)

Sublimity: 336

8.3 Future Agenda Items:

A list of possible future agenda items was attached as part of the board packet. The attachment can be viewed by clicking on the [November 18, 2021 meeting link](#)

8.4 Upcoming Board Events & Activities:

The following information was included in the meeting materials.

December 16, 2021 - Regular Session-Board Meeting

6:00 pm ~ Stayton Elementary School cafeteria

December 20-31, 2021: Winter Break

January 20, 2022 - Regular Session Board Meeting:

6:00 pm ~ location TBA

9. MISC INFO & ANNOUNCEMENTS

This item is for things such as reports from board members (E.g. conferences or community events they attended) or to request volunteers for upcoming activities.

1) The Board has been interested in participating in a whole-group work session facilitated by OSBA on Boardmanship. They all agreed they were available on December 7, 2021. The Board Secretary agreed to confirm the date with Mackenzie Strawn and then book the event.

2) Board Greeter for Next Month: Tayven Whieldon

3) Chamber Greeters NSSD Board Rep:

Dec. 1 @ 8:30 - Spotlight Community Theatre

Dec. 15 @ 8:30 - Wilco Farm Store

4) Possible Future Agenda Items:

- discussions regarding a policy or resolution indicating the District will not independently implement a vaccine mandate for students and to consider creating a parent subcommittee that could allow them opportunities to provide more interactive input on a variety of topics.

10. ADJOURN

The Board Chair adjourned the meeting at 8:46 pm.

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.

ACTION REQUIRED

NEW HIRES

SCHOOL NOTE

Dodi Holm

SES

To job share with Erika Alderson

*****FYI*****

RESIGNATIONS

DOT SCHOOL NOTE

RETIREMENTS

DOR SCHOOL NOTE

LEAVE OF ABSENCE

DOL SCHOOL NOTE

North Santiam School District

Code: BBAA
Adopted: 7/01/96
Readopted: 8/21/97; 8/20/09; 6/15/17;
5/16/19
Orig. Code: BBAA

Individual Board Member's Authority and Responsibilities

An individual Board member exercises the authority and responsibility of their ~~his or her~~ position when the Board is in legal session only.

A Board member has the authority to act in the name of the Board when authorized by a specific Board motion. The affirmative vote of the majority of members of the Board is required to transact any business. When authorized to act as the district's designated representative in collective bargaining, a Board member may make and accept proposals in bargaining subject to subsequent approval by the Board.

When expressing ~~A Board member has the right to express~~ personal opinions. ~~When expressing such opinions~~ in public, the Board member ~~should~~ **must** clearly identify the opinions as their own.

Members will be knowledgeable of information requested through Board action, supplied by the superintendent, gained through attendance at district activities and through professional Board activities.

Members of the Board will adhere to the following in carrying out the responsibilities of membership:

1. Request for Information

Any individual Board member who desires a copy of an existing written report or survey prepared by the administrative staff will make such a request to the superintendent. A copy of the material may be made available to each member of the Board. Requests for the generation of reports or information, which require additional expense to the district, must be submitted to the Board for consideration.

2. Requests for Legal Opinions

Requests for legal ~~[advice or]~~ opinions by a Board member ~~[that will incur a cost for the district]~~ must be approved by a majority vote of the Board before the request is made to legal counsel. ~~[The~~ ~~the legal opinion sought involves the superintendent's employment or performance, the request should be made to the~~ Board chair is authorized to obtain legal advice or opinions if ~~[advantageous]~~ to do so prior to the next meeting (e.g., advice regarding an executive session or a decision to invite district legal counsel) without a need for Board approval. Legal counsel is responsible to the Board.

3. Action on Complaints or Requests Made to Board Members

When Board members receive complaints or requests for action from staff, students or members of the public, the Board members will direct the staff, students, members of the public to the appropriate complaint policy. Such information will be conveyed to the superintendent.

4. Board Member's Relationship to Administration

Individual Board members will be informed about the district’s educational program, may visit schools or other facilities to gain information, and may request information from the superintendent. No individual Board member may direct the superintendent to action without Board authorization. Board members will not intervene in the administration of the district or its schools.

5. Contracts or Agreements

All contracts of the district must be approved by the Board, unless otherwise delegated by the Board to the superintendent or designee for approval, before an order can be drawn for payment. If a contract is made without authority of the Board, the individual making such contract shall be personally liable.

END OF POLICY

Legal Reference(s):

[ORS 332.045](#)

[ORS 332.057](#)

[ORS 332.055](#)

[ORS 332.075](#)

38 OR. ATTY. GEN. OP. 1995 (1978)

S. Benton Educ. Ass’n v. Monroe Union High Sch. Dist., 83 Or. App. 425 (1987).

Cross Reference(s):

BHD - School District

DFEA - School District

North Santiam School District

Code: CM
Adopted: 5/17/18

Compliance and Reporting on Standards

The superintendent will prepare an annual report that represents the district's compliance with the standards adopted by the State Board of Education for the preceding school year and submit that report to the Board.

The district's annual report will be presented orally at a public Board meeting by ~~November~~ February 1 of each school year and will allow public comment on such report. This report will be posted on the district's web page by February 1 of each school year. ~~The Board will acknowledge receipt of the report prior to its submission to the Oregon Department of Education (ODE).~~

The district will report on its compliance with state standards to Oregon Department of Education (ODE) by ~~November~~ February 15 each year on a form provided by ODE.

END OF POLICY

Legal Reference(s):

[ORS 329.095](#)
[ORS 329.105](#)

[OAR 581-022-2260](#)
[OAR 581-022-2305](#)

REAL PROPERTY LEASE AGREEMENT

Date: December 10, 2021

Between: North Santiam School District **“Landlord”**
1155 North Third Avenue
Stayton, Oregon 97383

And: Mehama Community Church **“Tenant”**
11336 Morris Street
Mehama, Oregon 97384

For purposes of this Lease Agreement (“Agreement”), Landlord and Tenant may be referred to collectively as “the Parties.”

Section 1. Purpose of Lease; Non-Discrimination

The purpose of this Agreement is to provide a community center for one or more churches that serve the Lyons-Mehama community. Tenant may use the Premises for occasional holiday observances or celebrations. However, if Tenant desires to make the Premises its sole place of worship, a new agreement will be required.

It shall be a condition of the Lease that Tenant shall establish policies and procedures that provide that interested community groups may use the Premises for lawful purposes on equal terms, regardless of race, ethnicity, religion, gender, marital status, sexual preference, or any other protected class status under state, federal, or local laws.

Section 2. Leased Premises.

The premises to which this Lease applies (“the Premises” or the “Leased Premises”) consist of two tax lots identified as Tax Lot 2100 & Tax Lot 1000, and including a building known as the Mehama School, located at 22057 & 22059 Emma St. SE, Lyons, OR 97358, in Marion County, Oregon. The portion of the premises to be leased to Tenant (“Leased Premises”) consists of the school building of approximately 4140 square feet, and the following outbuildings:

- *Bus or Play Shed*

This Lease shall include use of all parking areas on the Leased Premises.

The Leased Premises are further described and depicted in **Attachment A** to this Lease Agreement, attached hereto and incorporated herein by this reference.

Section 3. Lease Term; Reporting Requirement

3.1 Effective Dates. The term of this Agreement shall commence on January 1, 2022, and shall terminate July 31, 2041. This agreement will extend the current lease.

3.2 Review. At any time mutually agreed to by the Parties, the Parties may meet to review this Agreement and negotiate modification of terms, including but not limited to the Lease term, cost, or conditions for use.

3.3 Reporting Requirement. Tenant shall be required to report to the District's Board of Directors on or before the third anniversary of the effective date of this Agreement, and every third year thereafter, on the condition of the Premises; any anticipated modifications to the Premises; the current and planned uses of the Premises; and Tenant's compliance with the terms of this Agreement.

Section 4. Rent.

4.1 Base Rent. Tenant shall pay Landlord a base rent of \$1 per year, commencing on September 19, 2013, and continuing annually thereafter throughout the term of the Lease.

4.3 Security Deposit. Upon executing this Agreement, Tenant shall pay to Landlord a security deposit in the sum of \$ _____ (waived) _____. Landlord may use all or any portion of the security deposit to pay for any obligations of Tenant under this Lease which Tenant fails or refuses to pay. If Landlord uses any part of the security deposit, Tenant shall replenish the amount used within ten (10) days' written request from Landlord. Any unused security deposit remaining at the termination or expiration of this Agreement shall be refunded in full to Tenant within thirty (30) days of the date of such termination or expiration.

Section 5. Occupancy; Condition of Premises

5.1 Occupancy. Tenant's right to possession under this Agreement shall commence on August 10, 2013.

5.2 "As-Is" Condition. Tenant accepts the Leased Premises in their current condition, "as is." No tenant improvements are to be made by Landlord, and Landlord has made no representations as to the condition of the Premises, except as set forth in this Lease.

Section 6. Quiet Enjoyment; Use.

6.1 Warranty. Landlord warrants that it is the owner of the Premises, and has the right to lease the Premises free of all encumbrances. During the Lease term, Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons.

6.2 Purpose. Tenant may use the Premises for only church business and community-related activities. Tenant shall not conduct, or allow to be conducted, any commercial enterprise for any for-profit purpose. Any change in Tenant's use of the Premises shall require prior written consent of Landlord. Church business shall not include using the premises as a primary site of worship.

6.3 Use. In connection with the use of the Premises, Tenant shall:

6.3.1 Conform to all applicable laws and regulations of any public authority affecting Tenant's use of the Premises, and correct at Tenant's expense any failure of compliance created through Tenant's fault or by reason of Tenant's use.

6.3.2 Refrain from any activity that would make it impossible to insure the Premises against casualty, increase such insurance rate, or prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, or from obtaining long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

6.3.3 Refrain from any use or activity that interferes with, or disrupts, the use of the Premises by any other tenant.

6.3.4 Refrain from making any marks on, or attaching any sign, insignia, antenna, aerial, or other device, to the exterior or interior walls, windows, or roof of the Premises without the written consent of Landlord and, when required, of a local regulating jurisdiction.

6.3.5 Not cause any Hazardous Substance to be spilled leaked, or disposed of on or under the Premises. "Hazardous Substance" shall mean any hazardous, toxic, infectious or radioactive substance, waste, or material as defined or listed in any Environmental Law, and shall include, without limitation, petroleum oil and its fractions. "Environmental Law" shall mean any federal, state, or local statute, regulation, or ordinance, or any judicial or other governmental order pertaining to the protection of health, safety, or the environment.

Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances, and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises.

6.3.6 Tenant shall refrain from loading the electrical system or floors beyond the point deemed safe by a competent engineer or architect selected by Landlord.

Section 7. No Partnership.

Nothing in this Agreement shall be construed or interpreted to make Landlord a partner or joint venturer with Tenant. Landlord shall have no obligation with respect to Tenant's debts or other liabilities, nor any interest in Tenant's income.

Section 8. Repairs and Maintenance.

8.1 Tenant shall perform all routine maintenance, necessary repairs, outdoor maintenance and landscaping to and on the Premises, at Tenant's expense. Tenant shall have no right to any abatement of rent or any claim against Landlord for any inconvenience or disturbance resulting from performance of any repairs, replacements, alterations, or other work on or around the Premises.

8.2 Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair or maintenance. Tenant hereby consents to allow Landlord to enter the Premises after reasonable notification to Tenant to inspect for needed maintenance or repairs. Tenant shall have a reasonable time after written notice from Landlord of needed repairs or maintenance. Unless otherwise agreed to by the Parties, a "reasonable time" shall not exceed sixty (60) days from the date of such notification.

8.3 Tenant shall perform, at Tenant's expense, any repairs or maintenance necessitated by Tenant's negligence, or by the negligence of Tenant's employees, agents, or invitees. Tenant shall obtain Landlord's prior written consent before undertaking any repairs or maintenance under this Section.

8.4 Tenant shall not allow any lien for unpaid services incurred by Tenant to be filed against the Premises. If Tenant fails to timely pay any amount incurred for repairs or maintenance, Landlord may do

so and collect such amount as additional rent. Any additional rent unpaid by Tenant shall accrue simple interest at the rate of ten (10) percent per annum.

8.5 All repairs and maintenance, by whomever performed, shall be performed in a good and workmanlike manner, in accordance with applicable laws and building codes.

Section 9. Alterations and Improvements.

9.1 Landlord shall have no obligation to make improvements to the Leased Premises.

9.2 Tenant shall not make any alterations to the Premises without Landlord's prior written consent. Any alterations allowed by Landlord shall be at Tenant's sole expense, and shall be done in a good and workmanlike manner, and in compliance with all applicable laws and codes.

9.3 Tenant may remove, modify, or use at its own risk any playground equipment located on the Premises.

9.4 Tenant may cut timber on the Leased Premises and retain any income from the sale of such timber.

9.5 Tenant shall not allow any lien for unpaid services incurred by Tenant to be filed against the Premises. If Tenant fails to timely pay any amount incurred for alterations, Landlord may do so and collect such amount as additional rent. Any such additional rent unpaid by Tenant shall accrue simple interest at the rate of ten (10) percent per annum.

Section 10. Insurance.

10.1 Tenant shall procure and maintain, at Tenant's cost, the following insurance coverage during the term of this Lease:

10.1.1 Comprehensive General Liability Insurance with limits of not less than \$750,000.00 single limit coverage, with a \$1,500,000.00 aggregate. Such insurance shall cover all risks for bodily injury and property damage arising directly or indirectly out of Tenant's activities on, or any condition of, the Premises. Such insurance policy shall name Landlord as an additional insured. Certificates evidencing such coverage shall be furnished to Landlord within thirty (30) days of execution of this Agreement.

10.2.2 Property insurance for all items of personal property owned by, or stored by, Tenant on the Leased Premises. In the event of fire to the premises, or other damage or destruction to Tenant's property, Tenant shall look primarily to its own insurance for any recovery before seeking coverage from Landlord's insurance.

10.2 Landlord shall keep the premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with extended coverage. Landlord shall not be required to name Tenant as a loss payee or an additional insured on such policy.

Section 11. Taxes; Utilities

11.1 Landlord shall be responsible for payment of all real property taxes on the building and property owned by the Landlord. Landlord shall pay such taxes when due, and Tenant shall have no obligation or liability therefor.

11.2 Tenant shall pay when due property taxes, if any, for any of Tenant's personal property located on the Premises. Landlord shall have no obligation or liability therefor.

11.3 Tenant shall pay when due all charges for water, sewer, electricity, natural gas, and garbage utilities for the Premises, including the Leased Premises. Tenant agrees to pay all such utility charges when due, and Landlord shall have no obligation or liability therefor.

11.4 Tenant shall put all utilities in Tenant's name, and shall be responsible for paying when due any amounts owed for telephone, cable, and data lines, or any other utility not the responsibility of Landlord. Tenant agrees to pay all such utility charges when due, and Landlord shall have no obligation or liability therefor.

Section 12. Eminent Domain.

If the Premises or any portion of the Premises are condemned, this Lease shall be deemed terminated at the time of taking, or at the time of sale in lieu of condemnation to the party with the power of eminent domain. In the event of an entire or partial taking of the Premises, Landlord shall be entitled to all the proceeds of the condemnation award, less any claim for loss of Tenant's leasehold interest. For purposes of this paragraph, the value of Tenant's leasehold interest shall be the actual relocation costs incurred in moving to another location.

Section 13. Assignment or Subletting.

Tenant shall not assign or sublet all or any portion of the Premises to any other party or entity without the prior written consent of Landlord. Landlord agrees to provide written consent when withholding such consent would be unreasonable under the circumstances. However, any such assignment or sublet shall not relieve or excuse Tenant from its obligations to Landlord under this Agreement.

Section 14. Indemnification.

14.1 Landlord and Tenant shall each be solely responsible for any damage or any third-party liability which may arise from that party's respective acts or omissions under this Agreement, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300.

14.2 In carrying out its duties and obligations under this Agreement, the Landlord shall indemnify and hold harmless the Tenant, its officers, directors, agents and employees, against any and all losses, claims (including third-party claims), damages and expenses, including reasonable and necessary attorney's fees, to the extent any such losses, claims, damages and expenses are due to the acts or omissions of the Landlord, its officers, directors, agents and employees. The Landlord shall have no obligation to indemnify the Tenant should any such losses, claims, damages and expenses result, in whole or in part, from acts, omissions, willful misconduct or gross negligence of the Tenant, its affiliates, officers, directors, agents and employees.

14.3 In carrying out its duties and obligations under this Agreement, the Tenant shall indemnify and hold harmless the Landlord, its officers, directors, agents and employees, against any and all losses, claims (including third-party claims), damages and expenses, including reasonable and necessary

attorney's fees, to the extent any such losses, claims, damages and expenses are due to the acts or omissions of the Tenant, its officers, directors, agents and employees. The Tenant shall have no obligation to indemnify the Landlord should any such losses, claims, damages and expenses result, in whole or in part, from acts, omissions, willful misconduct or gross negligence of the Landlord, its affiliates, officers, directors, agents and employees.

Section 15. Default.

The following shall be events of default:

15.1 Except as provided in paragraph 15.1, failure of Tenant to comply with any term or condition, or fulfill any obligation of the Lease, within ninety (90) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 90-day period, Tenant shall be deemed to have cured the default if Tenant begins correction of the default within the 90-day period and commences to effect the remedy soon as practicable.

15.2 Insolvency by Tenant; assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition for bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver for the property of Tenant; the filing of any involuntary petition for bankruptcy and the failure of Tenant to obtain dismissal within thirty (30) days of such filing; or attachment of the levying of execution against the leasehold interest of Tenant, and failure by Tenant to secure discharge or release of the levy of execution with ten (10) days of such levy.

15.3 Failure of Landlord to comply with its obligations under this agreement within thirty (30) days of Tenant's written notification and demand for cure.

Section 16. Remedies on Default.

16.1 Termination. In the event of a default, the Lease may be terminated at the option of the non-defaulting party.

16.1.1 Upon termination by Landlord under this Section, Landlord shall be entitled to recover damages from Tenant for the default and Landlord may re-enter, take possession of the Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

16.1.2 Upon written termination by Tenant under this Section, Tenant shall be excused from further performance of any obligation under this Lease Agreement, including but not limited to payment of rent, and shall vacate the Premises within thirty (30) days of such written notice.

16.1.3 Following re-entry under paragraph 16.1.1, or vacation under paragraph 16.1.2, Landlord may re-let the Premises.

16.2 Damages. In the event of termination or retaking of possession following Tenant's default, Landlord shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

16.2.1 The loss of rental from the date of default until a new tenant is, or with the exercise of reasonable efforts could have been, secured and paying out.

16.2.2 The reasonable costs of re-entry and re-letting, including, without limitation, the cost of any cleanup, refurbishing, repairs, and removal of Tenant's property and fixtures, or any other expense foreseeably occasioned by tenant's default, including, but not limited to, broker commissions and advertising costs for procuring a new tenant.

16.3 Right to Sue More than Once. Either party may sue periodically to recover damages during the period corresponding to the remainder of the Lease term, and no action for damages shall bar a later action for damages subsequently accruing.

16.4 Mutual Right to Cure Other's Defaults. If Landlord or Tenant fails to perform any obligation under this Lease, the non-defaulting party shall have the option to perform such obligation after thirty (30) days written notice to the other. All of the non-defaulting party's expenditures to correct the default shall be reimbursed by the other upon demand, with interest at the rate of 10 percent per annum from the date of expenditure. Such action shall not preclude any other remedies available to either party because of the default.

16.5 Remedies Cumulative. The foregoing remedies shall be in addition to, and shall not exclude, any other remedy available to either party under applicable law.

Section 17. Early Termination.

17.1 Right of Tenant to Terminate. Tenant may terminate this Lease without penalty after providing ninety (90) days written notice to Landlord of Tenant's intention to terminate and to vacate the Premises. Upon the effective date of such termination, Tenant shall be entitled to return of any security deposit retained by Landlord under paragraph 4.3. Tenant's exercise of its right under this paragraph shall not constitute a default under Section 15.

17.2 Right of Landlord to Terminate. Landlord may terminate this Lease for default as defined in Section 15 of this Agreement, or if decision by a court of law or any other regulating agency or tribunal determines that the Lease is invalid or impermissible by law.

Section 18. Surrender at Expiration or Termination.

18.1 Delivery of Premises. Upon expiration of the Lease term or earlier termination for any reason, Tenant shall deliver all keys to Landlord and surrender the Leased Premises in as good or better condition as at the commencement of the Lease, reasonable wear and tear excepted. Alterations made by Tenant with permission from Landlord shall not be moved or restored to the original condition unless the terms of permission for the alterations so required. Repairs for which Tenant is responsible shall be completed to the latest practicable date prior to such surrender.

18.2 Fixtures and Equipment. All fixtures placed upon the Premises during the term, including all items of personal property owned by Tenant, or used by Tenant if owned by a third party, shall be removed from the Premises by Tenant at the termination of this Lease. Tenant shall be responsible for making all repairs to the Leased Premises occasioned by any such removal. If Tenant fails through Tenant's own fault to remove any fixtures, equipment, or other items of personal property at the termination of this Lease, or at such later time as may be agreed to in writing between Landlord and Tenant, then all such remaining property shall be deemed the property of the Landlord without any right of reimbursement from Landlord to Tenant.

18.3 Holdover. If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month-to-month, subject to all provisions of this Lease except the provisions relating to term.

If a month-to-month tenancy results from a holdover by Tenant under this Section, the tenancy shall be terminable at the end of any monthly rental period by thirty (30) days' written notice from either party to the other.

Section 19. Miscellaneous.

19.1 Non-Waiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

19.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court may adjudge reasonable as attorney fees at trial, on petition for review and on appeal.

19.3 Notices. Any notice required or permitted under this Lease shall be given when faxed to the other party and mailed by regular U.S. Mail to the facsimile number and address first given in this Lease or to such other address or facsimile number as may be specified from time to time by either of the parties in writing in the manner set forth in this paragraph.

Landlord: North Santiam School District
1155 North Third Avenue
Stayton, Oregon 97383

Tenant: Mehama Community Church
11336 Morris Street
P.O. Box 40
Mehama, Oregon 97384

19.4 Succession: Subject to the above stated limitations on transfer of Tenant's interest, this Lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

19.5 Recordation: This Lease may be recorded by either party.

19.6 Time of Essence: Time is of the essence of the performance of each party's obligations under this Lease.

Section 20. Effective Date.

This Agreement shall be effective upon signing by both Parties.

DATED the day and year first above written.

LANDLORD:

TENANT:

NORTH SANTIAM SCHOOL DISTRICT

MEHAMA COMMUNITY CHURCH

REAL PROPERTY LEASE AGREEMENT

By: _____

By: _____

Title: _____

Title: _____

**Superintendent
Andrew Gardner**



**1155 N 3rd Avenue
Stayton, OR 97383**

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

RESOLUTION 121621A

EXCISE TAX TEMPORARY EXCLUSION EXTENSION

WHEREAS: On October 15, 2020 the North Santiam School District School Board passed the following resolution:

EXCISE TAX TEMPORARY EXCLUSION – RESOLUTION #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.”*

WHEREAS: On February 18, 2021 the North Santiam School District School Board passed RESOLUTION #021821B to extend the application deadline to December 31, 2021;

WHEREAS: NSSD has received indication that building permits for homes destroyed in the Beachie Creek Fire are still be processed as of December 2021;

THE NORTH SANTIAM SCHOOL DISTRICT BOARD OF DIRECTORS, HEREBY EXTENDS THE APPLICATION EXPIRATION DATE FROM DECEMBER 31, 2021 TO JUNE 30, 2022 WITH THE PASSAGE OF RESOLUTION #121621A ON DECEMBER 16, 2021.

BOARD CHAIR, ALISHA OLIVER

SUPERINTENDENT, ANDY GARDNER

AGREEMENT

BETWEEN



**OREGON SCHOOL EMPLOYEES ASSOCIATION
NORTH SANTIAM CHAPTER 122**

AND

NORTH SANTIAM SCHOOL DISTRICT 29J

2021-23

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PREAMBLE

This Agreement is entered into between the Board of Directors on behalf of North Santiam School District 29J, herein referred to as "District" or "Board" and the Oregon School Employees Association Chapter No. 122, hereinafter referred to as "Association". The purpose of this Agreement and the intent of the parties hereto is to set forth the Agreement between the parties concerning employment relations under all relevant provisions of the Oregon Law governing public employee collective bargaining.

ARTICLE 1: RECOGNITION

- 1.1 The provisions of this contract shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, race, color, creed or national origin. Grievances regarding this provision are not subject to arbitration nor to an unfair labor practice complaint for breach of contract. This exclusion does not apply to other potential unfair labor practice charges, nor does it constitute a waiver of the right to seek a remedy through any other legal process.
- 1.2 The Board recognizes the Association as sole and exclusive bargaining representative for all classified employees in the North Santiam School District whose position does not require a license to teach, but excluding supervisory and confidential employees as defined in ORS 243.650. Also excluded are temporary employees, substitute employees, student employees and those performing work not traditionally related to classified work; (i.e., nurse, social worker).
- 1.3 For the purpose of this agreement, the following definitions shall apply:
 - A. A temporary employee is an employee whose assignment is for a specific period of time or for completing a specific task or of a seasonal nature. This assignment shall not exceed one hundred (100) calendar days. Notwithstanding, temporary employees hired to substitute for employees on extended leaves will be excluded for up to twelve (12) months.
 - B. Substitutes are those employees who may be called in at the District's discretion to replace regular employees who are on an approved short-term leave of absence. Regular employees who take the place of an employee who is on approved leave shall be considered substitutes and shall not be eligible for benefits above and beyond those accrued through their regular employee status unless required by law.
 - C. Transfers are an employee-initiated request for transfer of assignment.
 - D. Reassign is an employer-initiated reassignment of staff.
- 1.4 Within fifteen (15) days of request by the Association, the District shall provide the Association and Association chapter president a complete list of temporary and permanent employees and employees on short term leave indicating hire date, assignment, building and employment status (i.e., permanent or temporary).

ARTICLE 2: SEPARABILITY OF PROVISIONS

- 2.1 As per ORS 243.702, the invalidation of any article of this agreement by a court of competent jurisdiction will not affect the validity of articles not declared invalid by the court.

ARTICLE 3: ASSOCIATION DUES

- 3.1 The District agrees to deduct from the wages of each employee for the payment of dues to the Association.
- 3.2 The District further agrees to continue to honor dues deduction authorization executed by the employee in favor of the Association.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.1 The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and the constitution of the State of Oregon.
1. Such powers, rights, authority, duties, and responsibilities shall include but are not limited to:
 - A. The exclusive management and administrative control of the school system and its properties and facilities, except as limited by this agreement;
 - B. The hiring of all employees and, subject to the provision of law and this agreement, to determine their qualifications and the conditions for their continued employment or their dismissal, demotion, transferring and reassigning of all such employees;
 - C. The District retains the right to assign, schedule and direct the work of an employee within any given job title in accordance with the terms of this agreement.
 2. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District and the adoption of policies, rules, regulations, and practices shall be limited only by the specific terms of this agreement and then only to the extent that such specific terms are in conformance with the constitution and laws of the State of Oregon.

ARTICLE 5: ASSOCIATION RIGHTS AND RESPONSIBILITIES

- 5.1 The Association or committees of the Association shall be allowed the use of District facilities for meetings provided they are scheduled using the normal District process.
- 5.2 The Association may be allowed use of such office equipment as needed to provide information to employees. Inter-District mail may be used in compliance with Federal Postal Code. District email may also be used to communicate about collective bargaining, investigation of grievances or other disputes and to communicate about the governance or business of the Association.
- 5.3 Official representatives of the Association, other than District employees, will be allowed to visit the work area of employees of the bargaining unit during work time provided such visits do not interfere with District operations. During school hours, upon entry to the building, all representatives shall be required to check in as a visitor and get a visitor badge at the main office prior to visiting employees.
- 5.4 The District will provide the Association with space to display an Association bulletin board which will not exceed sixteen (16) square feet in size per location.
- 5.5 The Association shall provide a list of designated representatives to the District, upon request, each September. The Association shall provide an updated list to the District within ten (10) days of when a change occurs during the school year.
- 5.6 The District shall allow designated representatives of the Association reasonable time during regularly scheduled work hours, without loss of compensation or benefits, to engage in the following activities subject to reasonable accommodation requirements and undue burden language in section 5.7.B:
 - A. Investigate and process grievances and other workplace-related complaints on behalf of the Association;
 - B. Attend investigatory meetings and due process hearings involving classified employees;
 - C. Participate in or prepare for proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board (ERB);
 - D. Act as a representative of the Association for unit members for collective bargaining;

- E. Attend labor-management meetings held by a committee composed of employers, employees, and representatives of the Association to discuss employment relations matters;
- F. Provide information about the collective bargaining agreement (CBA) to newly hired employees at orientation meetings or other meetings held for that purpose; and,
- G. Testify in a legal proceeding in which the public employee has been subpoenaed as a witness.

5.7

- A. The District shall be given seventy-two (72) hours advance written notification prior to the need to perform the activities listed above. There may be situations in which both parties agree that the circumstances do not require advance written notice. The written notice shall indicate:
 - The name of the designated representative who will be performing the activity;
 - Type of activity (from the above list) that will be performed;
 - The date and time for the activity; and
 - The approximate length of time the designated representative will spend performing the activity.
- B. If, after receiving such notice of the need to perform the activities listed above, the District deems the activities establish an undue burden on District operations which the District cannot reasonably accommodate by any of the measures typically used when an employee is unexpectedly absent from work, the District and OSEA shall schedule a mutually agreeable date and time at which the designated representative can perform the activities during work hours. The mutually agreeable date and time shall be no more than seven (7) days from the date of the request, unless both parties agree otherwise.

5.8

- A. The District shall not reduce the work hours of designated representatives except to prevent an employee from working unauthorized overtime hours.
- B. The parties recognize that bargaining may occur outside of normal work hours.

5.9

The Association will be allowed thirty (30) minutes to meet with each new employee. The Association may choose to use this time during new employee orientation or another time agreeable to the employee and the designated representative. For employees hired after the new employee orientation day, the Human Resources Director will notify the OSEA chapter president of new hires

within ten (10) days of hire. The chapter president will schedule individual meetings of not more than thirty (30) minutes in length to cover Association business.

5.10 All bargaining unit members who are not dues paying members of the Union shall, upon request to their designated Union representative and notification to their supervisor, be able to review Union information with their designated Union representatives for a total of up to thirty (30) minutes paid time once per year.

5.11

A. The District shall provide to the Association a total of ten (10) days of release time, without loss of compensation or benefits, for designated representatives to attend labor-related conferences, trainings, or events. OSEA shall reimburse the District for the wages and fixed payroll costs required to replace an employee on release time. This leave shall be granted at the request of the Association chapter president who shall give the HR Director at least three (3) work days' advance notification in writing.

B. When an employee's release time has terminated, the employee shall have the right to reinstatement to the same position and work location held prior to the commencement of the release time or, if not feasible, to a substantially similar position without loss of seniority, pay, benefits, or classification.

C. The parties may mutually agree, in writing, to extend the amount of release time.

D. Either the Association or the employee on release time may terminate a period of release time at any time and for any reason.

5.12 A member who wishes to take release time to work for OSEA shall follow the process outlined in "Extended Leave without Pay" (Article 13.12) at least thirty (30) days prior to the start of the absence, however this leave only requires notification to the Superintendent and does not require Superintendent approval. OSEA will give thirty (30) days prior notice when returning an employee from this leave. The District may use a temporary employee as needed to cover this absence. Any member taking release time to work full time for OSEA shall have the benefits under section 5.11.B.

5.13 At least once every one hundred twenty (120) days and within ten (10) days of a new hire, as required under HB 2016, the District will provide to the Association chapter president and OSEA, in an editable spreadsheet, the following information for all classified employees, if available:

- Employee's name
- Date of hire
- Cell, home and work telephone numbers

- Work and personal email addresses
- Job title, salary, work location, and step placement

ARTICLE 6: WORKDAYS AND HOURS

- 6.1 The normal workweek shall commence on Sunday at 12:01 a.m. and conclude on the following Saturday at midnight.
- 6.2 The District agrees to consult with the Association and/or employee to minimize any employee concerns that arise out of a work schedule, which includes a weekend shift. Nothing herein restricts the right of the District to assign personnel.
- 6.3 Employees' hours per day shall be assigned at the discretion of the District. The building administrator or director (whichever is appropriate) shall notify employees of the hours worked per day at the beginning of the school year.
- 6.4
- A. Employees who work more than forty (40) hours in a workweek shall be compensated for those additional hours at one and one-half (1½) the employee's regular wage rate. All scheduled overtime will be approved in advance by the building administrator or director (whichever is appropriate). Overtime worked without prior approval or not in accordance with standing orders of a supervisor may result in disciplinary action.
 - B. The employee may be granted compensatory time (comp time) credit in lieu of overtime pay, with prior written approval of the building administrator or director (whichever is appropriate). In such cases the District shall credit one and one-half (1½) hours of comp time for each hour worked in excess of forty (40) hours during the workweek.
 - C. The District's intent is to have employees utilize their comp time within the same pay period in which it is earned whenever possible. However, all accrued but unused comp time balances shall be paid out to the employee during the months of November, March and June for comp time earned during these cycles. These dates will be aligned with the payday cutoff schedule provided by the business office. There will be no carry-over of comp time between fiscal years.
 - D. Upon separation of employment with the District all accrued but unused comp time shall be paid to the employee.
- 6.5
- A. Flex time may be granted to employees who work less than forty (40) hours in a workweek at the rate of one (1) hour flex time for one (1) hour worked, with advance approval of the building administrator or director (whichever is appropriate). The maximum flex time allowed to be accrued at this rate and at any given time is fifteen (15) hours. Additional hours worked, not qualifying as overtime, shall be paid to the employee at the regular rate of pay. Any hours worked over forty (40) in a workweek are not flex time and shall be compensated as outlined in section 6.4.

- B. All requests to utilize earned comp and/or flex time in conjunction with a scheduled break period or holiday must be pre-approved and in writing by the Superintendent. The Superintendent will notify employees requesting such leave of approval or denial of the requested leave within five (5) working days of the date of the request.

- 6.6 Employees required to return to work after their shift shall be paid for their actual hours of work at a minimum of two (2) hours at their regular rate of pay. If this results in the employee working more than forty (40) hours in a workweek, the employee shall be compensated in accordance with section 6.4.

- 6.7 The District will notify less than twelve (12) month employees before the start of their work year as to the number of workdays to be included in the employee work calendar. Additional workdays may be scheduled as requested by the building administrator or director (whichever is appropriate) and approved by the Superintendent.

- 6.8 With regards to extra hours created as a result of scheduled school and community events (dances, meetings, athletic events, etc.) all Maintenance and Custodial and Food Service employees (full and part time) within each building will be assigned extra hours on a rotating basis as reasonably feasible.

ARTICLE 7: JOB POSTING

7.1

- A. When any regular bargaining unit position vacancy occurs in the District, the District will give notice to employees via email that a position has been posted. If an employee has been reassigned or transferred, the District will give the Association notice. If the District intends to fill a position, which is not filled by internal transfer or reassignment, this posting will be for a period of ten (10) working days or five (5) working days during the period of August 1 to October 31. If it is necessary to post for the shorter posting period, but is outside of August 1 to October 31, the HR Director shall confer with the Association chapter president.
- B. When a vacancy occurs, the District may choose to fill it on a temporary basis in compliance with Article 1.3.A. However, such vacancies will be posted, subject to the provisions in this Article, when they are to be filled on a regular basis.

7.2

The District supports a practice of filling bargaining unit positions from within its staff. When a position is posted, the following procedures will be followed:

- A. The posted notice shall include the application requirements and a statement of the duties and responsibilities of the vacant position and the knowledge, skills, and abilities, which describe the qualifications for the position. The notice will be dated with the date posted and include the closing date, if one is designated.
- B. The District shall also maintain a detailed job description in its files setting forth the qualifications and criteria the District is seeking in attempting to fill the job openings.
- C. During the summer notices will be sent to the Association chapter president.

7.3

- A. In order for the District to equitably assess all candidates, it will consider from each applicant, minimally, an application submitted on the approved District program and includes a letter of interest.
- B. Any person in the bargaining unit may submit an application with the District within the time limit set forth in the posting. The District will give consideration to all internal applicants and agrees to interview a minimum of three (3) internal applicants who meet the minimum qualifications for the position.

7.4

When the vacancy is filled, the District shall notify all employee applicants of the action taken. Any District employee not selected for the position may request a meeting with the director or administrator to gain an understanding of the reason(s) for non-selection and what skills, if any, they need to improve upon, provided that the request is submitted within fifteen (15) working days from the day the employee was notified.

- 7.5 Every new employee hired into the bargaining unit shall serve a probationary period of six (6) months, beginning with the date of hire as a regular employee. The District has the right to terminate new employees on a probationary status without cause. It is understood that the conditions of this paragraph in no way infringe on the District's right to discipline bargaining unit employees under the terms of this agreement.
- 7.6 Present bargaining unit employees hired into a different job title shall serve a probationary period of one hundred-twenty (120) days in the new job title.
- 7.7 Probationary employees still employed by the District at the end of their six (6) month probationary period will be evaluated at that time. The results of their evaluation shall be presented to them at a conference with their building administrator or director, whichever is appropriate, and placed in their personnel file.

ARTICLE 8: LAYOFF AND RECALL

- 8.1 Seniority shall be defined as the total length of service as a classified employee within the District from the most recent date of hire as measured from the first date of actual service. ("District" will include the former High School District and all other former component districts.) For accounting purposes, all authorized paid leave will be counted towards seniority; authorized unpaid leaves of absence in excess of one (1) month will not count towards seniority, but will not break seniority. Classified employees who are laid off and subsequently recalled shall retain cumulative seniority for all periods worked excluding the period of layoff.
- 8.2
- A. When the District anticipates that a layoff will be necessary, the superintendent or designee will meet with the Association chapter president or designee and identify the affected position(s). When a layoff occurs within the bargaining unit the employee(s) working in the affected position(s) (the incumbent employee(s)) will be given thirty (30) days' notice.
 - B. A "layoff" is defined as the complete elimination of a position or a reduction in work hours sufficient to cause a diminishment in the incumbent employee's District insurance premium contribution. An employee suffering a reduction in work hours insufficient to meet the definition of a layoff will be entitled to recover the work hours lost, based on seniority, as they may become available in the future within their job title.
- 8.3
- A. Layoff of bargaining unit employees will be based upon seniority, but such layoff will occur by job title within classification. Once the reassignment of senior employees within job titles have been completed, employees displaced by the reassignments will be reassigned to positions held by less senior employees within the same classification (classifications are listed in Appendix B). Unless "bumping" rights exist under Section 8.4, the least senior employees displaced by reassignments within classifications will be laid off and subject to the recall provisions of this Article.
 - B. Full time employees may only bump full-time employees and part time employees may only bump part time employees. Less than twelve (12) month per year employees displaced by the elimination of a position may not transfer to twelve (12) month per year positions.
 - C. Laid-off employees will not be paid any salary or benefits during the period of layoff but shall maintain benefits through the month following the month in which the lay-off occurred. Notwithstanding, a laid-off employee may, at the employee's own expense, continue insurance coverage subject to the approval of the insurance carrier(s) and subject to applicable laws.

8.4

- A. A laid-off employee who previously worked in a different classification for the District (within the definition of seniority in section 8.1), may "bump" an employee in the other classification as long as three (3) conditions are met:
1. The laid-off employee is qualified for the position and has greater District seniority than the person to be "bumped"; and,
 2. The laid-off employee had not been demoted from the previous classification.
 3. The laid-off employee's bumping would not violate section 8.3 of this Article.
- B. Employees bumping into formerly held positions will be placed on the salary schedule for the job title they are bumping into and paid at the step closest to their rate of pay from which they are bumping, but will not exceed the rate of pay they are bumping from.

8.5 Recall: Recall rights shall exist for eighteen (18) months from the date of layoff. Any laid-off employee not recalled according to this procedure within the eighteen (18) months will be deemed to have been separated in good standing.

8.6 Whenever the District determines that a vacancy exists within a job title within a classification which has experienced a layoff (within the last eighteen (18) months), laid-off employees from that job title and classification will be recalled in reverse order of layoff. The recall notice will be sent by certified mail to the last address the District has on record for the laid-off employee. A refusal of recall to a position, which is comparable in pay and benefits to the position held prior to the layoff, shall constitute voluntary termination and such employee shall lose any further right to recall. Comparable shall mean a potential of ninety percent (90%) or more of the previous annual income earned prior to layoff and the same level of benefits previously held. The laid-off employee will have ten (10) workdays from the date the recall notice was mailed to respond to the recall notice. Failure to respond within the ten (10) workdays or rejection of the recall notice will cause the laid-off employee to forfeit all recall rights and will be deemed to be a resignation.

8.7

- A. If no laid-off employee has responded to the recall by job title within a classification, or if no further laid-off employees exists from the job title within a classification, all other laid-off employees may apply for the regular vacancy. Such application shall not prejudice the employee's rights to recall in the employee's own job title and classification.
- B. For the purpose of administering this Article, and solely for this purpose, "job titles within classifications" for layoff shall be the job titles listed in Appendix B.

- 8.8 Unused accumulated sick leave and the employee's former rate of vacation accrual will be restored to the employee upon the return to active employment, provided those benefits are still in effect. In instances where a layoff causes a full layoff of the employee or the loss of the vacation benefit, all accrued vacation and compensatory time will be paid at the time of layoff.
- 8.9 Upon request, the District agrees to provide to the Association a complete list of all classified employees, including each employee's date of hire and total experience in job classification(s) and in District.

ARTICLE 9: MEAL AND REST PERIOD

9.1 Paid rest and unpaid meal breaks will be provided according to the chart below. Meal breaks will be taken as close to the middle of a shift as possible and, for employees who have two (2) rest breaks in a shift, the first rest break shall be taken during the first half of the shift and the other during the second half of the shift.

Shift length	Rest breaks	Meal breaks
2 hrs or less	0	0
2 hrs 1 min – 3 hrs 29 min	1 (10 min)	0
3 hrs 30 min – 4 hrs 59 min	1 (15 min)	0
5 hrs – 5 hrs 59 min	1 (15 min)	1 (30 min)
6 hrs +	2 (15 min)	1 (30 min)

ARTICLE 10: PERSONNEL RECORDS

- 10.1 Each employee, and persons who have written authorization from the employee, shall have the right, upon request, during normal District office hours, to review the contents of their personnel file and to receive a copy of any document in that file. A Human Resources staff member shall be present, only to observe, during review of the personnel file.
- 10.2 Each employee's personnel file subject to review shall contain the following minimum items of information:
 - A. Performance evaluation reports.
 - B. Date of hire.
- 10.3 Each employee may respond in writing to any item placed in their personnel file and said response shall become a part of that file.
- 10.4 No evaluation document, disciplinary document, or complaint will be placed into the employee's personnel file without a copy being furnished to the affected employee. Proof that the employee has been given a copy will be obtained by having the employee sign or initial the file copy acknowledging receipt of a copy or by way of a written statement from the building administrator or director, whichever is appropriate, that the employee has been shown the material and has refused to sign it.
- 10.5 An employee will have the right to indicate those documents in the personnel file which the employee believes to be obsolete or otherwise inappropriate for retention. The documents will be reviewed by the Superintendent, and if the Superintendent agrees, the documents will be withdrawn from the file. A copy of such material shall be furnished to the employee upon request.
- 10.6
 - A. Regular classified employees shall have their performance evaluated once each school year no later than June 1 or the evaluation date may be extended for thirty (30) days by mutual agreement. The employee shall be presented with the results of the evaluation at a conference with the building administrator (principal, assistant principal) or the director (whichever is appropriate), and the results shall be placed in the personnel record.
 - B. At the beginning of each school year prior to November 1, the building level administrator responsible for conducting the employee's evaluation shall meet with the employee to discuss the job description, performance goals, methods and criteria for evaluation.

ARTICLE 11: SALARY

- 11.1 Salaries for the dates of this agreement are listed in Appendix B.
- 11.2 Effective for the term of the Agreement, the following provisions will continue:
- A. The District shall "pick up," assume, and pay a six percent (6%) employee contribution to the Public Employees Retirement System (PERS). Such "pick up" or payment of employee member monthly contributions shall be applicable to all employees qualified to participate in PERS.
 - B. The full amount of required employee contributions "picked up" or paid by the District on behalf of employees pursuant to this agreement shall be considered as "salary" within the meaning of ORS 238.005 (20)(a)(b), but shall not be considered as "salary" for the purpose of determining the amount of employee contributions required to be contributed pursuant to ORS 238.200. The "picked up" or paid employee contributions shall be credited to employee accounts pursuant to ORS 238.200(2) and shall be considered to be employer contributions for the purpose of ORS 238.750 to 238.410.
- 11.3
- A. For substitute and temporary work, the District agrees to offer part time employees the opportunity to perform the work before a non-bargaining unit substitute is utilized. This would apply when said work does not interfere with the employee's regular duties. Substitute work would consist of short-term work, such as filling in for a co-worker who is ill, on personal leave, etc. When assigned to such substitute or temporary work, the employee shall receive his/her own regular rate of pay. Overtime must be pre-approved by the administrator or director in charge.
 - B. Employees, whether full or part time, temporarily assigned by the District to a higher paying job title shall be entitled to a rate of pay one (1) step higher than the salary they were receiving prior to the assignment (or three percent (3%) greater than current rate if on top step) or the rate of the first step of the new job title range, whichever is greater, after the third consecutive working day of the assignment.
 - C. Employees temporarily assigned to a lower classification shall continue to receive their normal pay.
- 11.4 When an employee voluntarily, or for disciplinary reasons, transfers or is reassigned to an equal or lesser paying job category, they shall be placed at his/her current step on the new classification salary schedule.
- 11.5 Employees authorized by the District to drive their personal vehicles in work for the District shall be reimbursed at the rate specified by the IRS for employee mileage

reimbursement. Employees authorized to be beyond the boundaries of the District for business will be reimbursed for the cost of food, lodging, and other related expenses in accordance with District policy.

- 11.6 When an employee is transferred, reassigned or reclassified into a higher paying job classification, the employee shall be placed on the salary step of the new classification commensurate with years of experience in performing the work required in the new assignment. In addition, the employee will earn one (1) step on the salary schedule of the new position for every three (3) years of service in the District.
- 11.7 Newly hired employees will be placed on the appropriate step, based upon previous job related experience in the job title, as determined by the District.
- 11.8 Regular employees who are placed in a position of a seasonal nature shall be granted a one (1) step increase on the pay scale for every season that said employee continues to work for the District in that position, subject to a maximum of three (3) steps on the defined salary schedule.
- 11.9 A maximum of one (1) time during the fiscal year an employee may be granted a payroll advance of up to seventy percent (70 %) of their earned wages.
- 11.10 All employees will receive twelve (12) equalized paychecks.
- 11.11 Employees shall receive their paychecks on the twenty fifth (25th) of the month. If the twenty fifth (25th) day of the month falls on a weekend or holiday, employees will be paid on the school day prior to that date.
- 11.12 For purposes of advancement on the wage scale, any classified employee that is hired before January 1 of any given year shall be considered as having worked a full year at the end of that fiscal year. If the employee is hired after January 1, that employee will not be considered as having worked one (1) year until the end of the following fiscal year.
- 11.13 Classified employees hired into paid coaching positions will not be required to use their own leave or leave without pay in order to attend contests for the sport for which they were hired. They will enter the absence into the absence management system and it will be pre-approved by the Athletic Director.
- 11.14 After a classified employee has completed a year on step nine (9) of the salary schedule, the employee will have the option of participating in an Oregon Savings and Growth Plan for which the District will provide a matching contribution of \$25 per month beginning upon enrollment.

ARTICLE 12: EMERGENCY SCHOOL CLOSURES

- 12.1 When schools are closed because of inclement weather or other unforeseen problems (e.g., power outages) employee work schedules will be determined by the District. Employees will be expected to report for work unless notified to the contrary by the District. Employees may be notified via commercial radio stations and through procedures established by building administrators or directors as appropriate. It is the expectation of the District that custodial/maintenance employees report to work in these situations when it is safe for them to do so.
- 12.2 Schools Are Closed
- A. If school is closed (as determined by the Superintendent) due to the above mentioned reasons, classified staff will be given five (5) days without loss of pay, but may be rescheduled at the discretion of the Board without payment of additional salary.
 - B. If custodial/maintenance or any other specific classified employee is required to work on a day that is being given to all classified as a day without the loss of pay, they will be paid at time and one half for any time worked on that day.
- 12.3 Schools Are Delayed
- A. If school is delayed due to the above-mentioned reasons, classified employees will be paid for those hours with no loss of pay. Missed hours may be rescheduled at the discretion of the Board without payment of additional salary.
 - B. When school is delayed for the above-mentioned reasons, custodial/maintenance or any other specific classified employee who is required to work during this delayed start will be paid at time and one half for the hours delayed, if they are required to work those hours when other classified staff are not. It is the expectation of the District that custodial/maintenance employees report to work in these situations when it is safe for them to do so.
- 12.4 Employees who are not notified, by failure of the District, that they are not to report to duty as described above, but who, in fact, do report to duty, will be compensated for a minimum of two (2) hours at that employee's regular rate of pay.
- 12.5 On the sixth school closure day during the school year and all such days after, as described above, employees who are notified not to report for work on an emergency closure day and employees who are unable to reach their assigned work station on such a day will have the option of using their personal leave day(s), vacation time (if they are entitled to this benefit), accrued flex/compensatory time, or they may take leave without pay after the fifth day of paid emergency closure leave has been used. If leave without pay is used, it will be taken out of the employee's next processed paycheck.

ARTICLE 13: HOLIDAYS AND LEAVES

13.1 Holidays for employees in the bargaining unit shall be:

Presidents' Day	Thanksgiving Day
Memorial Day	Day following Thanksgiving
Labor Day	Christmas Day
Veterans' Day	New Year's Day
*Juneteenth	Martin Luther King Jr. Day
**Independence Day	

*Beginning June 2023, Juneteenth shall be recognized on the third Friday of June for any classified employee whose work calendar includes that day.

**Independence Day is a paid holiday only for twelve (12) month employees.

A. Twelve (12) month employees may exchange one (1) of the above granted holidays for the day before Christmas. The employee will notify the building administrator or director, whichever is appropriate, and the payroll department before December 1.

13.2 Employees in the bargaining unit shall be compensated for the holiday as though they have worked a regular schedule for the day. If an employee is required to work on the above named holidays, the employee shall receive the overtime rate for all hours worked in addition to the employee's regular holiday pay (2½ times regular rate of pay). For example, if Joe normally earns \$15.00 per hour and works on July 4, he would earn \$37.50 per hour for working on the holiday.

13.3 Holiday pay shall be available to a new employee who has been on the payroll of the District for thirty (30) calendar days at the time of the holiday. Holiday pay will be granted to employees working less than full time on a prorated basis according to hours worked.

13.4 Leaves

A. All leave will be prorated according to start date.

B. All leave is credited to staff at the beginning of the school year. If an employee terminates employment prior to the end of the school year, leave will be reduced on a prorated basis based upon the length of employment during that school year.

13.5 Sick Leave

A. All regular full-time classified employees shall be entitled to accumulate an unlimited number of days of sick leave at the rate of twelve (12) days for year-round, twelve (12) month staff and ten (10) days for all other classified staff per school year.

- B. Regularly employed persons who normally work less than eight (8) hours daily shall be entitled to accumulate an unlimited amount of sick leave proportionate to the hours worked daily (e.g., someone who normally works six (6) hours a day will be entitled to one (1) six (6) hour day of sick leave per month (twelve (12) days for custodial staff and up to ten (10) days for all others).
- C. Total sick leave shall be credited by the first (1st) day of work of each fiscal year. Any employee who uses the full amount of sick leave, but does not complete the full work year will have the paid sick leave amount deducted from the final check at a rate of one (1) sick leave day per month not completed in the work year.
- D. In addition to personal illness or injury, sick leave may be used for illness or injury to family members as defined by Family Medical Leave Act/Oregon Family Leave Act (FMLA/OFLA).

13.6 Bereavement Leave

- A. Eligible employees may take up to two (2) weeks of leave per death of a family member as defined by OFLA. Qualifying preconditions, reasons for leave and length of leave are governed by state law and administrative regulations.
- B. The first five (5) days of bereavement leave will be paid leave in any one (1) school year. Employees may use other accrued but unused paid leave time for the remainder of the leave.
- C. One (1) day of those five (5) days may be used to attend a funeral for someone not covered by part (a) of this section.

13.7 Personal Leave

Each employee in the bargaining unit shall have two (2) days of personal leave per year through the 2021-22 school year and three (3) days of personal leave per year beginning with the 2022-23 school year. This leave shall be for personal reasons. An employee on this personal leave shall receive full compensation as though the employee had been on duty that day. The employee shall give notice of their intent to use this leave at least five (5) calendar days in advance of the date of the intended personal leave, except as in the case of an emergency. Personal leave needs to be pre-approved by the building administrator or director, whichever is appropriate. Personal leave requests will not be unreasonably denied. Personal leave shall be for the duration of this agreement. This leave shall be non-accumulative.

If an employee uses no portion of two (2) paid personal leave days, that employee shall be reimbursed in the June paycheck for one (1) personal day at their regular rate of pay.

Personal leave is not to be used before or after a holiday, vacation, or break period, unless approved in writing by the Superintendent.

13.8 Court Appearances/Jury-Duty

- A. If an employee is called for jury duty, the employee will be entitled to reimbursement by the District at the straight-time hourly rate of their regular job for the hours of work necessarily lost as a result of jury duty. Fees paid by the court for such service shall be subtracted from the employee's paycheck. Any expense money paid by the court, such as for mileage, shall be retained by the employee.
- B. An employee called to jury duty which consumes sixty percent (60%) or more of the employee's shift shall not be required to report to work but will be required to provide documentation of time served.
- C. Reimbursable time off for jury duty shall be limited to one (1) term of jury duty in any given school year.
- D. If an employee is called to appear before a court as a witness in response to a subpoena and is acting as a representative or professional of the district, the employee will be entitled to reimbursement by the District at the straight-time hourly rate of their regular job for the hours of work necessarily lost as a result. A copy of the subpoena should be given to the HR department as soon as it is received. Any notification for appearance other than listed above must be approved by the building administrator or director (whichever is appropriate). Fees paid for such service shall be reported to the business office and subtracted from the employee's paycheck. Expenses may be kept by the employee.

13.9 Professional Leave

- A. All regular employees shall be entitled to a minimum of one (1) day of paid professional leave during the school year. The District will provide and schedule one (1) day per year on the employees' work calendars to provide this training. This training is non-accumulative and is to be used for attendance at the District provided training.
- B. Additional days of paid professional leave, non-cumulative, may be granted employees to attend classes or workshops relevant to their job position, if recommended by the building administrator or director (whichever is appropriate) at the discretion of the Superintendent.
- C. The District may require employees to attend work-related classes or workshops throughout the school year. Employees will be compensated at their regular rate of pay for all time spent at District-required training. When selecting and scheduling work-related training, the District will consider the professional interests, needs, and desires of employees.

13.10 Absence/Leave Notification

All classified employees are required to post their absence/leave on the AESOP system and notify their building administrator, director and/or designee (whichever is appropriate). A minimum of at least a two (2) hour notice, prior to the start of their shift, must be given except in the case of an emergency.

13.11 Leave without Pay

All leave without pay must be pre-approved by the Superintendent. Additional days of unpaid personal leave may be granted by the Superintendent. All leave without pay must be entered in the District's leave tracking program with an attached statement regarding the reason for the request.

13.12 Extended Leave without Pay

An employee may be allowed leave without pay upon written request and with the prior approval of the employee's building administrator or director (whichever is appropriate) and Superintendent. Such leave shall be for duration of not more than twelve (12) months. Those employees on such leave will, after thirty (30) days, be offered by the District to continue their current insurance benefits, if eligible, at their own expense until they return to work. The employee returning from leave shall not suffer a loss of seniority due to this leave provision, but shall not earn additional seniority while on this leave.

13.13 Subject to ORS 656.240 (relating to the employee's optional use of prorated sick leave); employees shall not receive any compensation while on workers' compensation time loss benefits. However, an employee on time loss benefits shall continue to receive the employee's current insurance benefits provided by the District for an additional three (3) months. Thereafter benefits will continue at the employee's own total expense until such employee returns to work, is terminated or until placed on permanent disability. Employee's increase in compensation that went into effect during the time the employee was on time loss benefits shall be applied to the employee's compensation upon returning. Employees who have been found eligible for workers' compensation shall have the right to reinstatement to their position upon recovery from job-related injury or illness, as provided by law.

13.14 The District agrees to adhere to the current OFLA/FMLA laws and the Oregon State Sick Leave law.

ARTICLE 14: SICK LEAVE POOL

14.1 Sick Leave Pool

The purpose of the sick leave pool shall be to provide an opportunity for classified employees to donate personal accumulated sick leave to those coworkers who have exhausted their accumulated sick leave days and are not receiving workers' compensation time loss benefits. Employees receiving partial time loss benefits through private disability insurance are eligible to receive the difference between the benefit and their regular salary from the sick leave pool.

14.2 Use of Sick Leave Pool

The purpose of the sick leave pool shall be to extend additional paid sick leave days should illness or injury exhaust the employee's accumulated sick leave, vacation leave and paid personal days. ("Day" is defined as the length of the average work day of that employee.)

14.3 Employee Donations

- A. A voluntary sick leave pool will be established. Current employees must donate one (1) sick day from September 1 to October 31 to become eligible for the sick leave pool.
- B. Newly hired employees must donate one (1) of their sick days within thirty (30) days of employment to become eligible.
- C. All paid sick leave days contributed to the sick leave pool shall be deducted by the District from the contributor's sick leave account at the time of the contribution. Such contributions are irrevocable and shall remain in the sick leave pool.
- D. A maximum of five hundred (500) hours in the sick leave pool will carry over to the next school year.
- E. If the cap reaches the maximum of 500 hours, then all members that donated in the current school year will be eligible to draw from the sick leave pool in the following school year without donating one (1) day to the pool. If a member has drawn from the sick leave pool during the current school year, that member would be required to donate one (1) day the following school year to be eligible.

14.4 Eligibility to collect from Sick Leave Pool

- A. Must be a member of the sick leave pool. The sick leave pool may be used for the participant's own personal illness or injury or the employee's qualifying FMLA/OFLA family member.

- B. District records shall show that the employee has exhausted their sick leave, vacation time and paid personal leave days.
- C. The employee or the employee's qualifying FMLA/OFLA family member has experienced an illness or injury that has prevented them from performing their duties or requirements for more than three (3) working days and has a doctor's statement in writing clarifying their illness or injury rendering them unable to perform their job requirements.
- D. Employees cannot draw from sick leave pool if they are receiving payment from workers' compensation or for absences for which compensation is payable by any other source, such as a third party litigation, liability claims, etc.

14.5 Committee

- A. The sick leave pool shall be overseen and administered by a committee that consists of at least three (3) classified employees named by the union.
- B. The decision of the committee is final. If the request is denied the employee may request a written reason for denial.

14.6 Regulations Regarding Use

- A. The maximum number of sick leave pool days an employee can use in a school year is fifteen (15) days. Additional days may be requested, but shall be approved only upon mutual agreement between the Association chapter president and the Superintendent.
- B. If any member of the sick leave pool leaves the District for any reason, their donations will remain in the bank.
- C. At the time of retirement under PERS, current members of the sick leave pool who have sick days remaining may contribute an additional three (3) days to the pool provided sick leave balances have not already been provided to PERS.

14.7 Records

The District shall keep accurate records of hours accumulated by the sick leave pool and sick leaves used by the pool members and report these to the sick leave pool committee at the end of each school year.

14.8 Mid-Year Donations

In the event the pool balance falls below sixteen (16) hours, pool participants will have the opportunity to contribute an additional day.

14.9 The Association will be responsible for the implementation of the sick leave pool. At the request of the Superintendent or designee, the Association will provide the District a written statement of sick leave hours donated and used.

ARTICLE 15: VACATIONS

15.1 Years Worked as a Twelve (12) Month Employee Paid Vacation Days

After One (1) Year	Ten (10) Days
After Five (5) Years	Fifteen (15) Days
After Ten (10) Years	Twenty (20) Days

- A. Newly hired twelve (12) month employees begin accruing vacation credit from the date of their hire, but vacation credit earned prior to one (1) year of service shall not be taken until completion of one (1) year of service unless otherwise approved by their building administrator or director (whichever is appropriate).
- B. An employee's vacation time shall be figured on the employee's previous year of employment.
- 15.2 Employees who normally work for less than eight (8) hours shall be entitled to vacation on a proportionate basis; that is, an employee working three (3) hours per day is entitled to the appropriate number of three (3) hour days of vacation.
- 15.3 A twelve (12) month employee shall request the dates of their vacation at least fourteen (14) calendar days in advance by putting the dates in the online absence system. If, during student-contact days, two (2) or more twelve-month employees request the same day(s) off and the matter cannot be resolved by the parties seeking to take the same time off, the employee who scheduled the time off first will be the person granted the time off. If the employees scheduled the request for the time off on the same day at the same time then the employee with the greatest District seniority will be granted the request for the time off. However, an employee shall not be given their length of service consideration more than once in any two (2) year period. During non-student contact time, twelve (12) month employees are encouraged to submit their requests for time off as early as possible. In the event that a number of employees are requesting the same day(s) off so as to prevent the District from functioning as needed, the administrator or director (whichever is appropriate) will deny requests as necessary. Requests will be honored in the manner previously described. The building administrator or director, whichever is appropriate, must notify the employee via email within five (5) days of the request for time off if their request must be denied.
- 15.4 Upon separation for any reason, an employee shall receive a lump sum payment equivalent to the number of days of unused vacation time accrued.

ARTICLE 16: INSURANCE

- 16.1 The District shall make insurance contributions for employees in the bargaining unit working six (6) or more hours per day as outlined below:
- A. All full-time (six (6) hours or more) nine (9) month to twelve (12) month employees will be eligible to enroll in the following insurance year round: family medical insurance, family dental insurance, and family vision insurance. Health insurance shall be purchased by the District through the Oregon Educators Benefits Board (OEBB) from companies acceptable to the District and Association.
 - B. District Health Insurance Contribution Rates
 - 1. Specific amounts and language for all plans, including HRAs and HSAs, will be listed on Appendix C Insurance.
 - 2. During the open enrollment period in each year of the Agreement, employees may select from the health insurance plans agreed upon by both the Association and the District.
 - C. The District agrees to continue the Section 125 medical premium deduction program, in accordance with federal regulations, to allow employees to take a pre-tax deduction for medical premium deductions.
- 16.2 Prorated Rates
- A. The District shall provide bargaining unit employees working four (4) or more, but less than six (6) hours per day with fifty percent (50%) of the District's insurance contribution. For employees working six (6) to eight (8) hours per day, the District shall provide bargaining unit members with one hundred percent (100%) of the District's insurance contribution.
 - B. If a part-time employee, as defined in this article, opts for insurance coverage, the remainder of the premium due for such coverage shall be withheld from the employee's paychecks.
- 16.3 Except in accordance with Article 8.3, employees working less than a full contract year shall have benefits terminated on the first day of the month following termination of employment. Employees who complete their contract obligations for the full contract year shall have their benefits terminated on September 30 unless circumstances are such that it is not allowable. Employees may elect to continue insurance coverage in accordance with federal law at their own expense.

ARTICLE 17: GRIEVANCE PROCEDURE

17.1 Definitions

- A. A grievance is a claim that there has been a violation, misinterpretation, or misapplication of the terms and conditions of this Agreement.
- B. A "grievant" is a bargaining unit member, a group of bargaining unit members, or the local Association who initiate(s) a grievance on behalf of Chapter 122 bargaining unit member(s), as defined above.
- C. The term "days" shall refer to days when the District Office is open.

17.2 The Board will maintain and follow a policy and administrative rules by which bargaining unit members may bring concerns to the Board.

17.3 The Association and District shall hold labor/management meetings as needed.

17.4 Time Limits

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step of the procedure shall be considered a maximum, and the time limits specified may be changed by mutual agreement, in writing, between the District and the Association.
- B. Failure of the District to respond within the time limits set forth will constitute a rejection of the grievance and thereby allow the grievant to take the grievance to the next step within the time limit specified. Failure on the part of the grievant to pursue a grievance within the time limits specified shall constitute a resolution of the grievance in accordance with the terms of the District's response at the preceding step.

17.5 Procedure

- A. Step One - Supervisor/Principal

Informal level: The grievant, either individually or through the Association's grievance representative, shall discuss the grievance with the principal or immediate supervisor with the objective of resolving the matter informally within thirty (30) days of the occurrence of the grievance, or within thirty (30) days of when the person becomes aware of the alleged grievance, or while an alleged unfair or inequitable condition exists as a result of a violation, misinterpretation, or misapplication of the terms and conditions of this Agreement, whichever occurs later.

Formal level: If this discussion does not resolve the concern, the grievant may, within fifteen (15) days, submit the grievance in writing to the supervisor. The written grievance must specify the specific management action or inaction being grieved, the Agreement article or articles, sections and paragraph(s) alleged to have been violated, and the specific remedy being sought. The principal or supervisor shall have fifteen (15) days in which to respond in writing to the grievance.

B. Step Two - Superintendent

If the grievant is not satisfied with the disposition of the grievance in Step One, the grievant may request a hearing with the Superintendent to be held within fifteen (15) days after the decision at Step One has been received. The Superintendent shall have ten (10) days in which to respond in writing to the grievance.

C. Step Three - Arbitration

In the event the grievant is dissatisfied with the decision of the Superintendent, the grievant may ask the Association to submit the grievance to binding arbitration. If the Association agrees and so states in writing, the following procedure shall apply:

- Within fifteen (15) days of the Superintendent's decision at Step Two, the Association and the grievant may make written demand to arbitrate the grievance.
- The Association shall request a list of seven (7) arbitrators from the Employment Relations Board (ERB). The parties shall then select an arbitrator from that list by such method as they may mutually determine.
- The conduct of the arbitration hearing shall be pursuant to the American Arbitration Association rules. The arbitrator shall hold a hearing promptly and shall issue a decision no later than thirty (30) calendar days from the date of the close of the hearing, or if oral arguments have been waived, then from the date the final arguments are submitted in writing to the arbitrator. The arbitrator's decision shall be in writing and shall set forth the arbitrator's findings of fact, reasoning and conclusions on the issues submitted in accordance with the definition of a grievance subject to arbitration. The arbitrator may not add to, subtract from, or amend terms of this Agreement and shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement. Insofar as the decision involves only matters subject to arbitration as above defined, such decision shall be final and binding upon the grievant and the parties to this Agreement.

- Fees and expenses of the arbitrator shall be borne equally by the parties. Each party shall be responsible for compensating its own representatives and witnesses. Any other costs incurred shall be borne by the party incurring the same.

17.6 Miscellaneous

- A. Should the processing of any grievance require an employee be released from a regular assignment, the employee shall be released without loss of pay or benefits.
- B. All documents, communications, or records of a grievance shall be filed separately from the District personnel files. The grievant shall be permitted to inspect this file at the resolution of the grievance. A staff member from Human Resources will be present to observe at the time of inspection.
- C. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any participant in the grievance procedure by reason of such participation.
- D. No meeting or hearing under this procedure shall be conducted in public, subject to the Public Meetings Law.
- E. The grievant may speak on their own behalf or may be represented at all stages of the grievance procedure by a designated representative or another person to appear with them at any step. In a group grievance, it is not expected for all the grievants to attend all steps of the procedure. The Union shall be allowed to be present at all stages of the process. No grievance shall be pursued to binding arbitration except by the Union. The Union shall not be required to pursue any grievance which, in its sole determination, lacks merit.

ARTICLE 18: DISCIPLINE/JUST CAUSE

- 18.1 An employee will not be disciplined, reprimanded, reduced in rank or compensation, suspended, demoted or terminated without just cause. The District shall offer Union representation to employees for all disciplinary/investigatory meetings. This just cause provision does not apply to a probationary employee; probationary employee just cause grievances are not arbitrable, nor subject to an unfair labor practice complaint for breach of contract.
- 18.2 An employee who has been demoted or dismissed for any reason shall be entitled, in accordance with ORS 332.544, to a hearing before the School Board of the District if a written request is filed with the Board within fifteen (15) days of the dismissal or demotion. At the hearing before the School Board the Board shall examine the following issues:
- A. To ensure that the employee was told of the charges and given the information forming the basis of such action.
 - B. Giving the employee the opportunity to respond to the charges; and
 - 1. Ensuring that the charges and the employee response have been reduced in writing and given to the employee. The employee shall also have the right to include their response in their personnel file.

ARTICLE 19: RETIREMENT

- 19.1 An employee wishing to retire during the school year and intending to work for the District the remainder of that year must notify the District of such by November 1 of that year.
- 19.2 Notice of intent to retire shall be binding on the retiree. Once written notice is given to the District of intent to retire, the District shall proceed with replacement procedures and the retiree shall be considered to have given final and irrevocable notice of retirement/resignation.

ARTICLE 20: UNIFORMS

- 20.1 The District will supply uniforms where required for employees. The District will reimburse food service and custodial/maintenance staff for approved clothing and footwear purchases up to the following amounts with a submitted receipt:
- for 2021-22, \$200 per person
 - for 2022-23, \$200 per person
- 20.2 Each employee shall be responsible for keeping their own uniforms neat and clean.
- 20.3 Uniforms shall be worn during the work shift during the regular school year and at all school functions when personnel are on duty. The building administrator or director, whichever is appropriate, may waive this requirement when appropriate. Only custodians, maintenance employees and food service employees will have uniforms. The District will designate any required garment and the "uniform" will be defined in compliance with the IRS tax code.

ARTICLE 21: REOPENING CLAUSE

- 21.1 Any article in this Agreement may be reopened for negotiations upon the mutual consent of both the District and the Association. Bargaining shall be conducted under ORS 243.698.

ARTICLE 22: JOB CLASSIFICATIONS

- 22.1 The District will post all job descriptions for positions of the classified bargaining unit to the District website in a place accessible to unit members.

- 22.2 Before changing an existing employee's job classification, the HR Director and Association chapter president will meet to discuss the change and the employee's new rate of pay. In addition, any request from an employee to review their classification and rate of pay will be reviewed by the HR Director and the Association chapter president.

ARTICLE 23: TERM OF THE AGREEMENT

- 23.1 The duration of the Agreement shall be from July 1, 2021, through June 30, 2023. The parties will meet to begin discussing a time table to begin negotiations on a full successor agreement no later than April 30, 2023.

- 23.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and the understandings and agreements arrived at by the parties after the exercising of that right and opportunity are set forth in this Agreement. Each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board’s direction and control, however, the Board recognizes its statutory obligation to notify the Association and to bargain upon request any unilateral changes in mandatory subject under ORS 243. 698.

- 23.3 Executed on this _____ day of _____ in Stayton, Oregon by the undersigned officers of the authority of and on behalf of the North Santiam Board of Directors and the Oregon School Employees Association, North Santiam Chapter 122.

Sella Bemrose, Local Chapter President

Date

Hobe Williams, OSEA Representative

Date

Andy Gardner, Superintendent

Date

Board Chair

Date

APPENDIX A: CLASSIFICATIONS

Classification Groupings

(Each grouping of job titles constitutes a “classification”)

Instructional

Spec Prog Asst II
Spec Prog Asst I
Ed Asst/Duty Monitor

Clerical

Office Mgr II (High School)
Office Mgr I
Office Specialist - (Dept and Asst Sec)

Operations / Maintenance / Custodial

Maint
Head Cust
Groundskeeper
Custodian Swing 2pm / Custodian (one job title)

Food

Food Mgr III
Food Mgr II
Asst Cook
Food Service Asst.

Specialties

No bumping is permitted into or within this grouping unless the position was previously held and the employee desiring to bump meets the requirements set forth in Article 8, Section 8.4.

Community/Homeless Liaison
Ed Interpreter
Data Assessment Specialist
Library Media Assistant
Voc Ed Spec
Behavioral Support Assistant
Registrar
HS ISS Room Supervisor

* Job titles are listed in order of salary range (beginning with the highest at the top)

APPENDIX B: SALARY SCHEDULES

2021-22 CLASSIFIED SALARY SCHEDULE - 2.2% COLA

POSITION	OLD STEP 1	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
SPA I	13.96	14.49	15.02	15.53	16.07	16.59	16.84	17.38	17.94	18.48
SPA II	14.56	15.09	15.64	16.19	16.73	17.27	17.44	17.97	18.55	19.11
CUSTODIAN HEAD	17.16	17.77	18.36	18.95	19.55	20.15	20.44	21.06	21.75	22.40
CUSTODIAN	15.42	15.98	16.53	17.10	17.66	18.22	18.51	19.06	19.68	20.27
GROUNDSKEEPER	16.85	17.38	17.92	18.46	19.00	19.54	19.84	20.44	21.10	21.73
MAINTENANCE	19.10	19.79	20.47	21.16	21.83	22.52	22.85	23.55	24.32	25.05
FSA (MOVED TO ASST COOK LINE)	12.63	13.08	13.50	13.95	14.38	14.82	15.04	15.50	16.00	16.48
FSM II	14.94	15.43	15.94	16.44	16.93	17.42	17.59	18.12	18.71	19.27
FSM III	15.45	16.00	16.55	17.11	17.67	18.21	18.40	18.95	19.57	20.15
ASST COOK/FSA/DUTY MON./EA	13.34	13.81	14.27	14.73	15.19	15.65	15.81	16.29	16.82	17.32
OFFICE MANAGER	16.79	17.43	18.09	18.74	19.40	20.06	20.36	20.96	21.64	22.29
OFFICE MANAGER II	17.96	18.65	19.35	20.05	20.76	21.46	21.78	22.43	23.16	23.85
OFC SPEC I/HS ISS ROOM SPVSR	15.30	15.86	16.44	17.00	17.57	18.12	18.40	18.95	19.57	20.15
REGISTRAR	16.39	16.95	17.49	18.04	18.59	19.14	19.43	20.02	20.67	21.29
ASSESSMENT SPECIALIST	19.85	20.40	20.94	21.49	22.03	22.58	22.93	23.62	24.39	25.12
COMM/HOMELESS LIAISON	22.41	22.95	23.49	24.04	24.58	25.12	25.51	26.27	27.12	27.94
DUTY/MONITOR/EA (MOVED)	12.90	13.35	13.81	14.26	14.56	15.18	15.41	15.88	16.39	16.89
ED INTERPRETER	21.15	21.69	22.23	22.78	23.32	23.87	24.23	24.96	25.77	26.55
MEDIA ASST/VOC ED/BEHAV SUPPORT	15.31	15.82	16.32	16.82	17.34	17.85	18.02	18.56	19.16	19.74

2022-23 CLASSIFIED SALARY SCHEDULE - 2.5% COLA REINDEXED 6, 7,8 & 9 STEPS TO 3% BETWEEN STEPS

POSITION	OLD STEP 1	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
SPA I	14.85	15.39	15.92	16.47	17.01	17.26	17.78	18.32	18.87	19.43
SPA II	15.47	16.03	16.60	17.15	17.70	17.87	18.41	18.96	19.53	20.12
CUSTODIAN HEAD	18.21	18.82	19.42	20.04	20.65	20.96	21.58	22.23	22.90	23.59
CUSTODIAN	16.38	16.95	17.52	18.10	18.68	18.97	19.54	20.12	20.73	21.35
GRUNDSKEEPER	17.82	18.37	18.92	19.48	20.03	20.33	20.94	21.57	22.22	22.89
MAINTENANCE	20.29	20.98	21.69	22.38	23.09	23.43	24.13	24.85	25.60	26.37
FSM II	15.82	16.34	16.85	17.36	17.85	18.03	18.57	19.13	19.70	20.30
FSM III	16.40	16.96	17.54	18.11	18.66	18.86	19.42	20.00	20.60	21.22
ASST COOK/FSA/EA/DUTY MONIT	14.15	14.62	15.10	15.57	16.05	16.20	16.69	17.19	17.71	18.24
OFFICE MANAGER	17.86	18.54	19.21	19.88	20.56	20.86	21.49	22.14	22.80	23.48
OFFICE MANAGER II	19.11	19.84	20.55	21.27	22.00	22.33	22.99	23.68	24.40	25.13
OFC SPEC I/HS ISS ROOM SPVSR	16.26	16.85	17.42	18.01	18.57	18.86	19.42	20.00	20.60	21.22
REGISTRAR	17.38	17.93	18.49	19.06	19.62	19.92	20.51	21.13	21.76	22.42
ASSESSMENT SPECIALIST	20.91	21.46	22.03	22.58	23.14	23.50	24.21	24.94	25.68	26.46
COMM/HOMELESS LIAISON	23.53	24.08	24.64	25.20	25.75	26.15	26.93	27.74	28.57	29.43
ED INTERPRETER	22.23	22.78	23.35	23.90	24.46	24.84	25.58	26.35	27.14	27.95
MEDIA ASST/VOC ED/BEHAV SUPPORT	16.22	16.72	17.24	17.77	18.29	18.47	19.03	19.60	20.19	20.79

APPENDIX C: INSURANCE

CLASSIFIED INSURANCE 2021-22

INSURANCE OPTIONS	PREMIUM COST				DISTRICT PAID	MONTHLY EMPLOYEE COST	H.S.A. OR HRA	Additional H.S.A or HRA
	Medical	Dental	Vision	Monthly				
Kaizer 1/WillametteDental/VSP Choice Vision	1,510.22	119.53	19.31	1,649.06	1,560.00	(89.06)	0	
Kaizer 3/WillametteDental/VSP Choice Vision	921.05	119.53	19.31	1,059.89	1,210.00		180	150.11
Moda 2/Willamette Dental/Quartz Vision	1,569.75	119.53	31.58	1,720.86	1,560.00	(160.86)	0	
Moda 3/Willamette Dental/Quartz Vision	1,475.69	119.53	31.58	1,626.80	1,560.00	(66.80)	0	
Moda 4/Willamette Dental/Quartz Vision	1,400.41	119.53	31.58	1,551.52	1,560.00	8.48	110	
Moda 6/Dental 6/Quartz Vision	1,326.09	99.83	31.58	1,457.50	1,560.00		110	102.50
Moda 7/Dental 6/Quartz Vision	1,237.63	99.83	31.58	1,369.04	1,510.00		110	140.96

Opt Out Full Time							H.S.A.	Stipend
Total Opt Out	0.00	0.00	0.00	0.00	573.00	0.00	300	273
Opt Out/Dental 6/Quartz Vision	0.00	99.83	31.58	131.41	573.00	0.00	300	141.59

CLASSIFIED INSURANCE 2021-22

MONTHLY H.S.A.

	PREMIUM COST				DISTRICT CONTRIBUTION	EMPLOYEE COST	OR HRA	Additional H.S.A.
	Medical	Dental	Vision	Monthly				
PART TIME INSURANCE OPTIONS								
Kaizer 3	921.05	0.00	0.00	921.05	792.00	(129.05)	0	0.00
Moda 6	1,326.09	0.00	0.00	1,326.09	792.00	(534.09)	0	0.00
Moda 7	1,237.63	0.00	0.00	1,237.63	792.00	(445.63)	0	0.00
Opt Out Part Time							H.S.A.	Stipend
Total Opt Out	0.00	0.00	0.00	0.00	293.00	0.00	150	143
Opt Out/Dental 6/Quartz Vision	0.00	99.83	31.58	131.41	293.00	0.00	100.00	61.59

CLASSIFIED INSURANCE 2022-23

INSURANCE OPTIONS	PREMIUM COST				DISTRICT PAID	MONTHLY EMPLOYEE COST	H.S.A. OR HRA	Additional H.S.A or HRA
	Medical	Dental	Vision	Monthly				
Kaizer 1/WillametteDental/VSP Choice Vision	1,510.22	119.53	19.31	1,649.06	1,591.00	(58.06)	0	
Kaizer 3/WillametteDental/VSP Choice Vision	921.05	119.53	19.31	1,059.89	1,235.00	0.00	180	175.11
Moda 2/Willamette Dental/Quartz Vision	1,569.75	119.53	31.58	1,720.86	1,591.00	(129.86)	0	
Moda 3/Willamette Dental/Quartz Vision	1,475.69	119.53	31.58	1,626.80	1,591.00	(35.80)	0	
Moda 4/Willamette Dental/Quartz Vision	1,400.41	119.53	31.58	1,551.52	1,591.00	0.00	110	
Moda 6/Dental 6/Quartz Vision	1,326.09	99.83	31.58	1,457.50	1,591.00	0.00	110	133.50
Moda 7/Dental 6/Quartz Vision	1,237.63	99.83	31.58	1,369.04	1,540.00	0.00	110	170.96
Opt Out Full Time							H.S.A.	Stipend
Total Opt Out	0.00	0.00	0.00	0.00	585.00	0.00	300	285
Opt Out/Dental 6/Quartz Vision	0.00	99.83	31.58	131.41	585.00	0.00	300	153.59

CLASSIFIED INSURANCE 2022-23

PREMIUM COST	DISTRICT	MONTHLY EMPLOYEE	H.S.A. OR	Additional
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	Medical	Dental	Vision	Monthly	CONTRIBUTION	COST	HRA	H.S.A.
	Medical	Dental	Vision	Monthly	CONTRIBUTION	COST	HRA	STIPEND
PART TIME INSURANCE OPTIONS								
Kaizer 3	921.05	0.00	0.00	921.05	808.00	(113.05)	0	0.00
Moda 6	1,326.09	0.00	0.00	1,326.09	808.00	(518.09)	0	0.00
Moda 7	1,237.63	0.00	0.00	1,237.63	808.00	(429.63)	0	0.00
Opt Out Part Time							H.S.A.	Stipend
Total Opt Out	0.00	0.00	0.00	0.00	300.00	0.00	150	150
Opt Out/Dental 6/Quartz Vision	0.00	99.83	31.58	131.41	300.00	0.00	100.00	68.59

MOU: BARGAINING COMPLETION



Oregon School Employees Association
www.osea.org
State Office: 4735 Liberty Road S, Salem, OR 97302-5036
P: 800-252-6732, 503-588-0121 F: 503-588-8307

MEMORANDUM of UNDERSTANDING

This MOU is resolving the three (3) remaining issues from bargaining.

- #1 Current student enrollment is approximately 2107. Student enrollment for the 2019-20 school year was 2235. Should 80% of the difference, or 103 students return by the following dates, the corresponding increase in COLA will be triggered and paid beginning in the 2022-23 school year in addition to the bargained COLA increase for that school year:
- January 15th, 2022, all classified employees shall receive an additional .40% raise.
 - February 15th, 2022, all classified employees shall receive an additional .30% raise.
 - March 15th, 2022, all classified employees shall receive an additional .20% raise.
 - April 15th, 2022, all classified employees shall receive an additional .10% raise.
- #2 Should enrollment numbers in the District not increase, but the Legislature takes action to increase funding levels to the 2019-20 enrollment levels, the Union and the District shall meet to determine the amount of an additional raise for the classified employees.
- #3 Retroactive pay back to July 1, 2021 will only occur for regular positions and work calendars and will not include any supplemental pay.

This MOU is not enforceable unless the following signatures are present:

- Designee of the employer,
- Designee of OSEA, and
- The Chapter President (or their designee)

This MOU does not go into effect until it has been ratified by the local union chapter membership. OSEA will send written notification to the employer when that has occurred.

Any disputes involving this MOU shall be handled in accordance with the grievance procedure, of the collective Bargaining agreement. Nothing in this agreement is meant to deprive a member of their rights under the law.

For the District: _____

Date: 11/19/2021

For the Chapter: _____

Date: _____

For OSEA: _____

Date: _____

The Oregon School Employees Association (OSEA) is an affiliate of the AFL-CIO, the American Federation of Teachers (AFT) and the American Association of Classified School Employees (AACSE).



MOU: WORKBACK



Oregon School Employees Association

www.osea.org

State Office: 4735 Liberty Road S, Salem, OR 97302-5036

P: 800-252-6732, 503-588-0121 F: 503-588-8307

MEMORANDUM of UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the North Santiam School District, the Oregon School Employees Association/AFT Local 6732, and OSEA North Santiam Chapter 122. The parties agree to the following changes to the 2017-2021 collective bargaining agreement:

Senate Bill (SB) 1049 PERS Work Back

SB 1049 will be in effect as of Jan. 1, 2020, and will remain in effect until Dec. 31, 2024. The bill, among other things, eliminates the hours' restrictions for PERS retirees to come back to work while collecting retirement. Each district will have discretion in determining how they will implement this legislation. North Santiam School District has determined the following:

- Those who are interested in retiring but returning to work while collecting PERS, sometimes referred to as "work backs," will need to submit a written request to the Human Resources Director.
- Those wishing to retire mid-year and continue working for the remainder of the school year will inform the District, in writing, by November 1 and will receive the District's response by November 30.
- Those employees who wish to continue working in retirement for the following school year must inform the District, in writing, by March 1. The District will respond to the request by April 15.
- Employees wishing to remain with the District for the remainder of the school year in which they retire will do so on a temporary contract.
- All employees wishing to retire and return to work the following school year will apply for the position. The best candidate for the job will be chosen.
- The employee who returns in retirement will be covered by all provisions of the Classified Collective Bargaining Agreement with the exception of the six- (6) month probationary period. Classified employees who return to work while collecting PERS will remain in a probationary status.
- All positions filled by a retiree will be for a maximum of one (1) year and the employee will be considered a temporary employee. The position will be re-posted each year and the retiree may re-apply for the position for up to three (3) years. If chosen as the best candidate, all of the stipulations below will apply:

The Oregon School Employees Association (OSEA) is an affiliate of the AFL-CIO, the American Federation of Teachers (AFT) and the American Association of Classified School Employees (AACSE).



North Santiam Chapter 122 MOU re: SB 1049

1

- o Those who return in retirement will be considered new hires and have a new hire date, and, therefore, will lose all seniority.
- o The ability to be hired and/or remain in any position at full time may change with changes in legislation, and, therefore, the District cannot guarantee continuance.
- o Any remaining leave at retirement will be lost and leave will start over as with any new employee.
- o Although considered a temporary employee, all provisions and terms of the collective Bargaining Agreement, with the exception of layoff and recall, will apply.
- o All medical, dental, and vision insurance benefits will be offered to retirees at equal rates to those offered to regular employees as listed in the collective bargaining agreement.

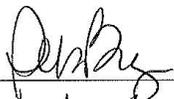
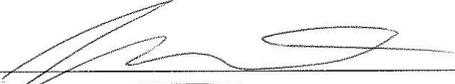
The Oregon PERS website has published a flowchart you might find helpful at <https://www.oregon.gov/pers/RET/Documents/SB-1049-Work-After-Retirement-General-Service-August-2019.pdf>. Please feel free to contact Human Resources with any questions you might have.

This MOU is not enforceable unless the following signatures are present:

- Designee of the employer,
- Designee of OSEA, and
- The Chapter President (or their designee)

This MOU does not go into effect until it has been ratified by the local union chapter membership. OSEA will send written notification to the employer when that has occurred. Any disputes involving this MOU shall be handled in accordance with Article 10 - Grievance Procedure of the collective bargaining agreement.

This MOU expires on December 31, 2024.

For the District: Debi Brazelton		Date: 2/26/2020
For the Chapter: Sella Bemrose		Date: 2/26/2020
For OSEA: Hobe Williams		Date: 2/26/2020
	NSSD Board Chair, Mike Wagner	Date

North Santiam School District

Code: JHCC
Adopted: 8/19/99
Readopted: 10/19/17; 2/18/21
Orig. Code: JHCC

Communicable Diseases - Students

The District shall provide reasonable protection against the risk of exposure to communicable disease for students. Reasonable protection from communicable disease is generally attained through immunization, exclusion or other measures as provided by Oregon law, by the local health department or in the *Communicable Disease Guidance* published by the Oregon Department of Education (ODE) and the Oregon Health Authority (OHA). The District shall follow immunization requirements for enrollment in public and private schools by ODE and OHA, including the allowance of medical and non-medical exemptions as outlined in Public Health Division - Chapter 333, Division 50, SCHOOL IMMUNIZATION RULES (333-050-0040). The District will not impose vaccine requirements in excess of those indicated in the Public Health Division - Chapter 333, Division 50 SCHOOL IMMUNIZATION RULES /Immunization Requirements (333-050-0050). Services will be provided to students as required by law.

A student will not attend school while in a communicable stage of a restrictable disease or when an administrator has reason to suspect that any susceptible student has or has been exposed to any disease for which the student is required to be excluded in accordance with law and per administrative regulation JHCC-AR - Communicable Diseases - Students. If the disease is a reportable disease, the administrator will report the occurrence to the District nurse. If there is a potential school exposure, the District nurse will then report the case to the local public health authority. The administrator, in collaboration with the District nurse, will also take whatever reasonable steps it considers necessary to organize and operate its programs in a way which both furthers the education and protects the health of students and others.

The District may, for the protection of both the student who has a restrictable disease and the exposed student, provide an educational program in an alternative setting.

The District will include, as a part of its Comprehensive Communicable Disease plan, a description of the actions to be taken by District personnel in the case of a declared public health emergency that disrupts district operations.

The District shall protect the confidentiality of each student's health condition and record to the extent possible and consistent with federal and state law. In cases when a restrictable or reportable disease is diagnosed and confirmed for a student, the administrator shall inform the appropriate employees, with a legitimate educational interest, to protect against the risk of exposure based on the guidance of the local public health authority.

The superintendent will develop administrative regulations necessary to implement this policy.

END OF POLICY

Legal Reference(s):

[ORS 431.150 - 431.157](#)

[ORS 433.001 - 433.526](#)

[OAR 333-018](#)

[OAR 333-019-0010](#)

[OAR 333-019-0014](#)

[OAR 333-019-1000](#)

[OAR 333-050-0040](#)

[OAR 333-050-0050](#)

[OAR 437-002-0377](#)

[OAR 437-002-0360](#)

[OAR 581-022-2220](#)

OREGON DEPARTMENT OF EDUCATION and OREGON HEALTH AUTHORITY, *Communicable Disease Guidance* (2020).

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

Cross Reference(s):

EBC/EBCA - Emergency Procedures and Disaster Plans
GBEB - Communicable Diseases

North Santiam School District

Code: ACB
Adopted: 12/17/20

Every ~~All~~ Students Belongs

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.

All visitors are entitled to participate in a school or educational environment that is free from discrimination or harassment based on perceived race, color, religion, gender identity, sexual orientation, disability or national origin.

~~“Bias” 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 nooses^[1], symbols of neo-Nazi ideology, 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 flag² and whose display:~~

- ~~1. Is reasonably likely to cause a disruption of the Confederacy or material interference with school activities; or~~

For clarity, the paragraph above will read:

“Symbol of hate” means nooses^[1], symbols of neo-Nazi ideology, and the battle flag of the Confederacy.

¹ [The display of a noose on public property with the intent to intimidate may be a Class A Misdemeanor under Senate Bill 398 (2021).]

² 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 the use or display of any symbols of hate^{3} on school property⁴ or in an education program⁵ except where used in teaching curriculum that is aligned with state standards of education for public schools.

[In responding to the use of any symbols of hate or bias incidents, the district will use non-disciplinary remedial action whenever appropriate.]

~~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.~~

The district prohibits retaliation against an individual^{6} 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~~ has in good faith reported information that the individual believes is evidence of a violation of a state or ~~for exercising any rights guaranteed under state and~~ federal law, rule or regulation.

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](#)

[House Bill 2697 \(2021\)](#)
[House Bill 3041 \(2021\)](#)

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).

Cross Reference(s):

AC - Nondiscrimination

GBNA - Hazing/Harassment/Intimidation/Bullying/Menacing/Cyberbullying – Staff

³ {Prior to adopting the symbols of hate prohibition, or adding other symbols to the list, we recommend that the district document why the district feels that the presence of these symbols will cause a “material and substantial interference with schoolwork or discipline” or collide “with the rights of other students to be secure and be let alone.” These reasons may include previous incidents, current conditions in the schools and other factors. }

⁴ “School property” means any property under the control of the district.

⁵ “Education program” includes any program, service, school or activity sponsored by the district.

⁶ {ORS 659.852 prohibits retaliation only against students. Other statutes (and other complaint procedures) prohibit retaliation against staff and others for reporting or providing information regarding a complaint or investigation. }

GBN/JBA - Sexual Harassment

JBA/GBN - Sexual Harassment

JFCF - Harassment/Intimidation/Bullying/Cyberbullying/Teen Dating Violence/Domestic Violence – Student

North Santiam School District

Code: ACB-AR
Adopted: 12/17/20

Bias Incident Complaint Procedure

The terms ~~term~~ “bias incident” and “symbols of hate” are ~~is~~ defined in policy. Persons impacted by a bias incident or display of a symbol of hate shall be defined broadly to include persons directly targeted by ~~individuals at whom~~ an act, ~~incident was directed~~ as well as ~~students in the larger school~~ community of students as a whole who are likely to be impacted by the act ~~incident~~.¹

Step 1^{2}: When

~~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 or display of a symbol of hate, the staff member will prioritize the safety and well-being of all persons impacted and ~~immediately~~ ~~promptly~~ ~~[without unreasonable delay]~~ report the incident(s) to the ~~[building or program administrator]~~.

Step 2: The ~~[administrator or designee]~~ shall acknowledge receipt of the complaint, ~~[reduce the complaint to writing,]~~ and investigate any complaint of a bias incident. ~~[the event(s). Responding staff]~~ will recognize the experience of all persons impacted, acknowledge the impact, commit to taking immediate action, and ~~commit to preventing~~ ~~prevent~~ further harm against those persons impacted from taking place. Educational components and redirection ~~Redirection~~ procedures, if any, will ~~include~~:

Address

- ~~Educational components that address~~ the history and impact of bias and hate;
- ~~Advance~~ ~~Procedural components to ensure~~ the safety and, healing, ~~and agency~~ of those impacted by bias and hate;
- ~~Promote accountability~~ ~~Accountability~~ and transformation for people who cause harm; and
- ~~Promote transformation~~ ~~Transformation~~ of the conditions that perpetuated the harm.^{3}

The ~~[administrator or designee]~~ must consider whether the behavior implicates other district policies or civil rights laws, and if so, respond accordingly⁴. ~~The administrator will determine responsibility within 10 days of receiving the complaint.~~

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 {These specific steps and procedures are not required. The procedures must include all of the requirements listed in House Bill 2697 § 1(3)(e) (2021) and OAR 581-022-2312(4)(e). If making changes, we recommend working closely with legal counsel.}

³ {Additional guidance from ODE can be found [here](#).}

⁴ The nature of the behavior or act must determine the process used to respond; what rights and protections are available to the person(s) impacted by the behavior or act; and an individual’s right to appeal to the Oregon Department of Education or the U.S. Department of Education.

The [administrator or designee] will [make a decision] ~~[determine responsibility]~~ within [10] days of receiving the complaint.

All persons impacted by the act will be provided with information⁵ relating to the investigation and the outcome of the investigation, including ~~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.~~⁶ At a minimum, the information provided must include:

Notice that

- ~~That~~ an investigation has been ~~was~~ initiated;
- Notice when an ~~When the~~ investigation has been ~~was~~ completed;
- Findings ~~The findings~~ of the investigation and the final determination based on those findings; ~~and~~
- Actions taken to remedy a person's ~~with the person or persons who committed the harassing~~ behavior ~~to remedy the behavior~~ and prevent reoccurrence; ~~and when the actions relate directly to a person impacted by the event.~~
- When applicable, the legal citation of any law prohibiting disclosure of any information described above, and an explanation of how that law applies to the current situation.

Step 3: If complainant or a respondent wishes to appeal the decision of the [administrator or designee], the complainant or respondent may submit a written appeal to the [superintendent] within [five] school days after receipt of the [administrator or designee]'s ~~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 or designee]'s ~~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 ~~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]~~ [at a Board meeting]. The Board's decision will be final and will address each allegation in the complaint and contain reasons for the Board's decision. A copy of the Board's final decision shall be sent to the

⁵ For additional information regarding required notices, see OAR 581-022-2312(4)(e)(E).

⁶ 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~~

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 can be filed with or communicated directly to the [administrator or designee], in which case Step 1 will be skipped. Complaints against the [administrator] can be directed to the [superintendent or designee] and will begin at Step 3.~~7~~ Complaints against the superintendent or a Board member(s) can be directed to the Board and will begin at Step 4. If complaints begin later than Step 1, the ~~At~~ individuals reviewing the complaint will ensure that all requirements are met.

The complainant, if a person who resides in the district[,] [or] a parent or guardian of a student who attends school in the district[or a student,]

~~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 appeal⁷ 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.⁸

~~[Building administrators]~~[District administration] will develop and implement instructional materials to ensure that all school employees, ~~and~~ staff and students are made aware of the policy, this administrative regulation ~~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.]~~7~~

⁷ An appeal must meet the criteria found in OAR 581-002-0005(1)(a).

⁸ Complaints must meet criteria as established by law. For more information, visit <http://www.ed.gov/about/offices/list/ocr/complaintintro.html>

Enrolled House Bill 2697

Sponsored by Representatives SMITH DB, GOMBERG, FAHEY, Senator MANNING JR; Representatives CAMPOS, CLEM, DEXTER, GRAYBER, HELM, HOLVEY, KROPP, LEIF, LEVY, MOORE-GREEN, NATHANSON, NERON, OWENS, PRUSAK, REARDON, REYNOLDS, RUIZ, SCHOUTEN, SMITH G, SMITH WARNER, SOLLMAN, VALDERRAMA, WEBER, WITT, WRIGHT, ZIKA, Senators FREDERICK, WAGNER (at the request of former Representatives Caddy McKeown, Cheri Helt and former Senator Arnie Roblan) (Pre-session filed.)

CHAPTER

AN ACT

Relating to school inclusivity.

Be It Enacted by the People of the State of Oregon:

SECTION 1. (1) As used in this section:

(a)(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.

(B) "Bias incident" may include derogatory language or behavior.

(b) "Education program" means any program, service, school or activity sponsored by an education provider.

(c) "Education provider" means:

(A) A school district;

(B) A public charter school;

(C) The Oregon School for the Deaf;

(D) An education service district;

(E) An educational program under the Youth Corrections Education Program or the Juvenile Detention Education Program, as those terms are defined in ORS 326.695; or

(F) A program that receives moneys pursuant to ORS 343.243.

(d) "School property" means any property under the control of an education provider.

(e) "Symbol of hate" means nooses, symbols of neo-Nazi ideology or the battle flag of the Confederacy.

(2)(a) To comply with the prohibition on discrimination required by ORS 659.850, an education provider must prohibit the display of symbols of hate on school property or in an education program.

(b) The prohibition required by this subsection does not apply to displays that align with and are used in conjunction with state standards of education for public schools.

(3) To comply with the prohibition on discrimination required by ORS 659.850, each education provider must adopt a policy to address bias incidents and displays of symbols of hate. The policy must:

(a) Affirm that 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.

(b) Affirm that all employees of education providers 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.

(c) Affirm that all visitors of an education provider are entitled to participate in a school or educational environment that is free from discrimination or harassment based on perceived race, color, religion, gender identity, sexual orientation, disability or national origin.

(d) Prohibit the display of symbols of hate on school property or in an education program.

(e) Establish procedures for addressing bias incidents and displays of symbols of hate.

The procedures must:

(A) Apply broadly to include persons directly targeted by an act, as well as the community of students as a whole who are likely to be impacted by the act.

(B) Require the education provider to prioritize the safety and well-being of all persons impacted by the act.

(C) Require the education provider to recognize the experience of all persons impacted by the act, acknowledge the impact, commit to taking immediate action and commit to preventing further harm against those persons impacted.

(D) Include educational components that:

(i) Address the history and impact of bias and hate;

(ii) Advance the safety and healing of those impacted by bias and hate; and

(iii) Promote accountability and transformation for people who cause harm as well as transformation of the conditions that perpetuated the harm.

(E) Include communication protocols that provide all persons impacted by the act with information relating to the investigation and outcome of the investigation, including:

(i) Notice that an investigation has been initiated;

(ii) Notice when an investigation has been completed;

(iii) The findings of the investigation and the final determination based on those findings;

(iv) Actions taken to remedy a person's behavior and prevent reoccurrence; and

(v) When applicable, the legal citation of any law prohibiting the disclosure of any of the information described in this subparagraph and an explanation of how that law applies to the current situation.

(F) Direct the education provider to consider whether the act implicates other civil rights laws and, if so, to respond accordingly. The nature of the act must determine:

(i) The process used to respond to the act;

(ii) The rights and protections available to the person impacted by the act; and

(iii) The right to appeal to the Department of Education or to the United States Department of Education.

(G) Require the education provider to develop and implement instructional materials to make this policy and related practices, including reporting procedures, educational processes and possible consequences, known to all employees and students of the education provider.

(4) Any education provider that violates this section or a policy adopted under this section shall be:

(a) Considered to be in noncompliance with the provisions of ORS 659.850;

(b) Subject to the sanctions for noncompliance of ORS 659.850 under ORS 659.855; and

(c) Subject to the enforcement provisions of ORS 659.850 by ORS 659.860.

Passed by House April 10, 2021

.....
Timothy G. Sekerak, Chief Clerk of House

.....
Tina Kotek, Speaker of House

Passed by Senate May 20, 2021

.....
Peter Courtney, President of Senate

Received by Governor:

.....M.,....., 2021

Approved:

.....M.,....., 2021

.....
Kate Brown, Governor

Filed in Office of Secretary of State:

.....M.,....., 2021

.....
Shemia Fagan, Secretary of State

North Santiam School District

Code: BD/BDA
Adopted: 7/01/96
Readopted: 8/21/97; 12/17/09; 6/15/17
Orig. Code: BD/BDA/DBB

Board Meetings

The Board has the authority to act only when a quorum is present at a duly called regular, special or emergency meeting. “Meeting” means the convening of a quorum of the Board as the District’s governing body to make a decision or to deliberate toward a decision on any matter. This includes meeting for the purpose of gathering information to serve as the basis for a subsequent decision or recommendation by the governing body, i.e., a work session. The affirmative vote of the majority of members of the Board is required to transact any business.

All regular, special and emergency meetings of the Board will be open to the public except as provided by law. Access to and the ability to attend all meetings (excluding executive sessions) by telephone, video or other electronic or virtual means will be made available when reasonably possible. All meetings will be conducted in compliance with state and federal statutes. Information how to give or submit public comment is outlined in ~~All meetings of the Board~~ policy BDDH - Public Comment at Board Meetings^{1]} [and] [posted on the District’s website].]

All Board meetings, including Board ~~board~~ retreats and work sessions, will be held within District ~~the~~ boundaries, except as allowed by law² ~~of the district~~. The Board may attend training sessions outside the District boundaries but cannot deliberate or discuss District business.³ No meeting will be held at any place where discrimination on the basis of disability, race, creed, color, sex, sexual orientation, age or national origin is practiced.

The Board will give public notice reasonably calculated to give actual notice to interested persons, including those with disabilities, of the time and place for all Board meetings and of the principal subjects to be considered. The Board may consider additional subjects at a meeting, even if they were not included in the notice.

[¹ When telephone or other electronic means of communication is used during a meeting open to the public, the Board shall make at least one place available to the public where, or at least one electronic means by which, the public can listen during the meeting. At all meetings of the Board open to the public, the public will be provided an opportunity, to the extent reasonably possible, to access and attend the meeting by telephone, video or other electronic or virtual means. If in-person oral testimony (or public comment) is allowed, the public will be provided, to the extent reasonably possible, an opportunity to submit oral testimony during the meeting[, at the designated portion of the agenda,] by telephone, video or other electronic or other means. If in-person written testimony is allowed, the public will be provided, to the extent reasonably possible, an opportunity to submit written testimony including by email or other electronic means, so that the Board is able to consider the submitted testimony in a timely manner.]

² ORS 192.630(4). Meetings of the governing body of a public body shall be held within the geographic boundaries over which the public body has jurisdiction, or at the administrative headquarters of the public body or at the other nearest practical location. Training sessions may be held outside the jurisdiction if no deliberations toward a decision are involved.

~~³ ORS 192.630(4). Meetings of the governing body of a public body shall be held within the geographic boundaries over which the public body has jurisdiction, or at the administrative headquarters of the public body or at the other nearest practical location. Training sessions may be held outside the jurisdiction as long as no deliberations toward a decision are involved.~~

If requested to do so at least 48 hours before a meeting held in public, the Board shall make a good faith effort to provide an interpreter for hearing-impaired persons. Other ~~Such other~~ appropriate auxiliary aids and services will be provided upon request and appropriate advance notice. ~~Communications with all qualified individuals with disabilities shall be as effective as communications with others.~~

All meetings held in public shall comply with the Oregon Indoor Clean Air Act ~~and the smoking provisions contained in the Public Meetings Law.~~

[The possession of dangerous or deadly weapons and firearms, as defined in law and Board policy, is prohibited on district property.]

1. Regular, Special and Emergency Meetings

Generally, a regular Board meeting will be held each month. The regular meeting schedule will be established at the annual organizational meeting ~~in July~~ and may be changed by the Board with proper notice. The purpose of each regular monthly meeting will be to conduct the regular Board business.

No later than the next regular meeting following July 1, the Board will hold the annual ~~an~~ organizational meeting to elect Board officers for the coming year and to establish the year's schedule of Board meetings. In Board election years (odd numbered years), the first meeting will be held no later than July 31.

Special meetings can be convened by the Board chair, upon request of three Board members, or by common consent of the Board at any time to discuss any topic. A special meeting may also be scheduled if less than a quorum is present at a meeting or additional business still needs to be conducted at the ending time of a meeting. At least 24 hours' notice must be provided to all Board members, the news media, which have requested notice, and the general public for any special meeting.

Emergency meetings can be called by the Board in the case of an actual emergency upon appropriate notice under the circumstances. The minutes of the emergency meeting must describe the emergency. Only topics necessitated by the emergency may be discussed or acted upon at the emergency meeting.

2. Communications Outside of Board Meetings

Communications, to, by and among a quorum of Board members outside of a legally called Board meeting, in their capacity as Board members, shall not be used for the purpose of discussing District business. This includes electronic communication. Electronic communications among Board members shall be limited to messages not involving deliberation, debate, decision-making or gathering of information on which to deliberate.

Electronic communications may contain:

- a. Agenda item suggestions;
- b. Reminders regarding meeting times, dates and places;
- c. Board meeting agendas or information concerning agenda items;

- d. One-way information from Board members or the superintendent to each Board member (e.g., an article on student achievement or to share a report on district progress on goals); ~~so long as that information is also being made available to the public;~~
- e. Individual responses to questions posed by community members, subject to other limitations in Board policy.

[E-mails sent to other Board members will have the following notice:

Important: Please do not reply or forward this communication if this communication constitutes a decision or deliberation toward a decision between and among a quorum of a governing body which could be considered a public meeting. Electronic communications on district business are governed by public meetings law.]

3. Private or Social Meetings

Private or social meetings of a quorum of the Board for the purpose of making a decision or to deliberate toward a decision on any matter are prohibited by public meetings law. ~~the Public Meetings Laws.~~

4. Work Sessions

The Board may use regular or special meetings for the purpose of conducting work sessions to provide its members with opportunities for planning and thoughtful discussion. Work sessions will be conducted in accordance with ~~the~~ state law on public meetings, including notice and minutes. ~~[The Board [may make] [is discouraged from making] official decisions during a work session.]~~ Generally, Boards do not take official action during work sessions, although there is no legal prohibition to do so.

5. Executive Sessions

Executive sessions may be held [as an agenda item] during regular, special or emergency meetings for a reason permitted by law. [(See Board policy BDC - Executive Sessions)]

END OF POLICY

Legal Reference(s):

[ORS 174.100](#)

[ORS 174.104](#)

[ORS Chapter 192](#)

[ORS Chapter 193](#)

[ORS 255.335](#)

[ORS 332.040 - 332.061](#)

[ORS 433.835 - 433.875](#)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2020); 28 C.F.R. Part 35 (2020).

Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018).

OR. ATTY. GEN. Public Records and Meetings Manual.

Oregon House Bill 2560 (2021).

Oregon House Bill 3041 (2021).

Cross Reference(s):

ACA - Americans with Disabilities Act
BDC - Executive Sessions

North Santiam School District

Code: BDDH
Adopted:

Public Comment at Board Meetings (Version 2)

All board meetings, with the exception of executive sessions, will be open to the public. The Board invites the District's community members to attend board meetings to become acquainted with the programs and operations of the District. The public has a right to attend public meetings held in open session, and may be invited to share comments, ideas and opinions with the Board during designated times on the agenda. The Board may conduct a meeting without public comment.

Individuals with hearing, vision or speech impairments will be given an equal opportunity to participate in board meetings and submit written comments to the Board. Individuals requesting assistance, aids or accommodations are encouraged to notify the District at least 48 hours prior to the board meeting with the request, consistent with Board policy BD/BDA – Board Meetings.

Procedures for Oral Public Comment

The Board establishes the following procedures for public comment at board meetings held in open session. The information will be accessible and available to all patrons accessing or attending such a board meeting.

1. Public comment is limited to its designated place on the agenda and while time allows.
2. A person wishing to provide public comment will complete the *Intent to Submit Public Comment* form either electronically prior to 4:00 pm on the date of the meeting or in writing at the meeting prior to that point on the agenda. ¹ A request to give public comment in-person or electronically does not guarantee time will be available.
3. A person speaking during the public comment portion of the meeting may comment on a topic not on the published agenda.
4. A person speaking during the public comment portion of the meeting should state their name, whether they are a resident of the District, and, if speaking for an organization, the name of the organization. A spokesperson should be designated to represent a group with a common purpose.
5. A person giving public comment is limited to a time limit of three minutes. Statements should be brief and concise. The Board chair has discretion to allocate additional time for public comment. If done, additional time will be allocated in a fair and equitable manner and may be determined based on the number of commenters and the amount of time available for public comment. If a person has more comments than time allows or is unable to comment due to time constraints, the person is encouraged to submit additional written comments to the Board through the District Office as directed.

¹ When in-person attendees are allowed to provide oral comment, virtual attendees will be afforded the same opportunity.

6. Inquiries from the public during the designated portion of the agenda will not generally be responded to immediately by the Board chair, and may be referred to the superintendent for reply at a later date. The Board will not respond to inquiries that are expected to be addressed during another designated portion of the agenda.

The Board may not hear public comment at board work sessions.

Topics raised during the public comment portion may be considered for inclusion as agenda items at future board meetings.

Procedures for Written Comment

Members of the public may submit written comments or materials to the Board at any time at the District office, by mail or by email to communications@nsantiam.k12.or.us. Materials or comments submitted at least 72 hours in advance of a Board meeting will be provided to the Board before the board meeting, but will not be read at the board meeting. Written materials or comments submitted may not warrant action by the Board.

Comments Regarding Staff Members

A person speaking during the designated portion of the agenda for public comment may offer objective criticism of District operations and programs. The Board will not hear comments regarding any personally identifiable District staff member. The Board Chair will direct the visitor to the procedures in Board policy KL - Public Complaints for consideration of a legitimate complaint involving a staff member. Any association contract governing the employee's rights will be followed. A commendation involving a staff member should be sent to the superintendent, who will forward it to the employee, a supervisor and the Board.

END OF POLICY

Legal Reference(s):

[ORS 165.535](#)
[ORS 165.540](#)

[ORS 192.610 - 192.690](#)
[ORS 332.057](#)

[ORS 332.107](#)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2020); 28 C.F.R. Part 35 (2020).

Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018).

Baca v. Moreno Valley Unified Sch. Dist., 936 F. Supp. 719 (C.D. Cal. 1996).

Leventhal v. Vista Unified Sch. Dist., 973 F. Supp. 951 (S.D. Cal. 1997).

Oregon House Bill 2560 (2021).

North Santiam School District

Code: BDDH
Adopted: 7/01/96
Revised/Readopted: 8/21/97; 11/20/97; 12/17/09;
6/15/17; 3/01/18
Orig. Code: BDDH

Public Comment at Board Meetings

(Version 1)

(see proposed version)

All Board meetings, with the exception of executive sessions, will be open to the public. The Board invites district community members to attend Board meetings to become acquainted with the program and operation of the district. Members of the public are encouraged to share their ideas and opinions with the Board when appropriate.

It is the intent of the Board to ensure communications with individuals with disabilities are as effective as communications with others. Individuals with hearing, vision or speech impairments will be given an equal opportunity to participate in Board meetings. Primary consideration will be given to requests of qualified individuals with disabilities in selecting appropriate auxiliary aids¹ and services.

Auxiliary aids and services for persons with disabilities will be available at no charge to the individual. All auxiliary aids and/or service requests must be made with appropriate advance notice. Should the Board demonstrate such requests would result in a fundamental alteration in the service, program or activity or an undue financial and administrative burdens, an alternative, equally effective means of communication will be used.

Audience

During a session of a Board meeting open to the public, members of the public may be invited to present comments during the designated portion of the agenda. At the discretion of the Board chair, further public comment may be allowed.

Request for an Item on the Agenda

A member of the public may request the superintendent consider placing an item on the agenda of a regular Board meeting. This request should be made in writing and presented to the superintendent for consideration at least five working days prior to the scheduled meeting.

Procedures for Public Comment at Meetings

The Board will establish procedures for public comment in open meetings. The purpose of these procedures will be to inform the public how to effectively participate in Board meetings for the best interests of the individual, the district and the patrons. The information will be easily accessible and available to all patrons attending a public Board meeting.

1. Discussion or presentation concerning a published agenda item is limited to its designated place on the agenda, unless otherwise authorized by the Board chair.
2. A visitor speaking during the meeting may introduce a topic not on the published agenda. The Board, at its discretion, may require that a proposal, inquiry or request be submitted, in writing, and reserves the right to refer the matter to the administration for action or study.
3. Any person who is invited by the Board chair to speak to the Board during a meeting should provide his/her name and address and, if speaking for an organization, the name and identity of the organization. A spokesperson should be designated to represent a group with a common purpose.
4. Statements by members of the public should be brief and concise. The Board chair may use discretion to establish a time limit on discussion or oral presentation by visitors.
5. Questions asked by the public will be referred to the superintendent for response at a later time.
6. At the discretion of the Board chair, anyone wishing to speak before the Board, either as an individual or as a member of a group, on any agenda item or other topic, may do so by providing the Board secretary with a completed registration card or sign in sheet, prior to the Board meeting, in order to allow the chair to provide adequate time for each agenda item.

Petitions

Petitions may be accepted at any Board meeting. No action will be taken in response to a petition before the next regular meeting. Petitions will be referred to the superintendent for consideration and recommendation.

comments Regarding Staff Members

Speakers may offer objective criticism of school operations and programs. The Board will not hear comments regarding any individual district staff member. The Board chair will direct the visitor to the procedures in Board policy KL - Public Complaints for Board consideration of a legitimate complaint involving staff member. The association contract governing the employee's rights will be followed.

END OF POLICY

Legal Reference(s):

[ORS 165.535](#)
[ORS 165.540](#)

[ORS 192.610 - 192.690](#)
[ORS 332.057](#)

[ORS 332.107](#)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2020); 28 C.F.R. Part 35 (2020).

Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018).

Baca v. Moreno Valley Unified Sch. Dist., 936 F. Supp. 719 (C.D. Cal. 1996).

Leventhal v. Vista Unified Sch. Dist., 973 F. Supp. 951 (S.D. Cal. 1997).

Oregon House Bill 2560 (2021).

Cross Reference(s):

BDDC - Board Meeting Agenda

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E

NSSD Enrollment Totals as of 12/10/21

School Name	Grade	March '20	June '21	Sept '21	Oct '21	Nov '21	Dec '21	Jan'22	Feb '22	March '22	April '21	May '21	June '21
MARI-LINN	KG	21	14	21	21	21	22						
MARI-LINN	1	21	13	13	14	15	16						
MARI-LINN	2	23	17	14	14	14	14						
MARI-LINN	3	25	17	14	14	15	17						
MARI-LINN	4	29	16	19	20	20	20						
MARI-LINN	5	26	24	17	16	16	16						
MARI-LINN	6	23	22	21	21	20	21						
MARI-LINN	7	26	22	21	22	22	23						
MARI-LINN	8	22	20	17	18	19	18						
MARI-LINN	ALL	216	165	157	160	162	167						
OPTIONS ACADEMY	KG	N/A	8	4	4	4	4						
OPTIONS ACADEMY	1	N/A	9	5	5	5	4						
OPTIONS ACADEMY	2	N/A	2	4	5	5	4						
OPTIONS ACADEMY	3	N/A	7	4	5	4	4						
OPTIONS ACADEMY	4	N/A	5	6	7	7	5						
OPTIONS ACADEMY	5	N/A	2	5	6	5	5						
OPTIONS ACADEMY	6	N/A	1	2	3	5	5						
OPTIONS ACADEMY	7	N/A	2	3	4	4	4						
OPTIONS ACADEMY	8	N/A	8	11	10	10	9						
OPTIONS ACADEMY	9	N/A	3	6	7	10	11						
OPTIONS ACADEMY	10	N/A	9	5	12	13	15						
OPTIONS ACADEMY	11	N/A	14	19	26	30	32						
OPTIONS ACADEMY	12	N/A	24	24	44	44	43						
OPTIONS ACADEMY	ALL		94	98	138	146	145						
STAYTON ELEMENTARY	PreK-3	N/A	3	2	2	2	2						
STAYTON ELEMENTARY	PreK-4	N/A	16	14	16	16	16						
STAYTON ELEMENTARY	KG	90	77	76	80	80	81						
STAYTON ELEMENTARY	1	112	74	82	82	84	84						
STAYTON ELEMENTARY	2	90	99	81	79	79	78						
STAYTON ELEMENTARY	3	86	77	97	97	98	97						
STAYTON ELEMENTARY	ALL	378	346	353	356	359	358						
STAYTON HIGH	9	189	188	186	185	184	183						
STAYTON HIGH	10	201	187	178	170	168	165						
STAYTON HIGH	11	168	177	170	159	152	149						
STAYTON HIGH	12	163	119	146	161	161	158						
Winema/Early College		28	35	18	16	16	14						
STAYTON HIGH	ALL	721	706	698	691	681	669						

School Name	Grade	March '20	June '21	Sept '21	Oct '21	Nov '21	Dec '21	Jan'22	Feb '22	March '22	April '21	May '21	June '21
STAYTON INTERMEDIATE	4	83	69	82	82	83	87						
STAYTON INTERMEDIATE	5	102	72	73	73	73	75						
STAYTON INTERMEDIATE	ALL	185	141	155	155	156	162						
STAYTON MIDDLE	6	138	101	70	66	67	67						
STAYTON MIDDLE	7	108	127	104	104	104	104						
STAYTON MIDDLE	8	136	110	126	119	117	119						
STAYTON MIDDLE	ALL	382	338	300	289	288	290						
SIS/SMS TOTAL	ALL	567	479	455	444	444	452						
SUBLIMITY	KG	45	24	32	32	32	32						
SUBLIMITY	1	36	39	23	24	24	23						
SUBLIMITY	2	43	34	44	45	45	44						
SUBLIMITY	3	42	38	30	29	30	30						
SUBLIMITY	4	42	41	43	41	41	41						
SUBLIMITY	5	42	43	39	38	39	39						
SUBLIMITY	6	45	36	43	43	43	43						
SUBLIMITY	7	57	40	41	41	41	41						
SUBLIMITY	8	34	51	41	41	41	41						
SUBLIMITY	ALL	386	346	336	334	336	334						
NSSD	TOTAL	*2296	2136	2097	2123	2128	2125						
Students registered w/ WESD to homeschool			188	190	200	204	180						
Students Enrolled in Onine Charter Schools			108	97	94	94	95						
3% cap of NSSD student population released to online charter schools = 80.7 (until the number of online enrollments drops below this number, new requests to enroll in online charters schools will be denied)													
Notes													

* The March 2020 Board report shows enrollment at the time of the initial COVID school closure.

Starting in June 2021, students working toward a GED are listed under Options Academy.

The numbers of students registered with WESD have fluctuated recently due in part to new reporting processes from WESD (they continue to include non-resident students on the NSSD report). The District has increased efforts to vet these reports and in the process has located enrollment records in other districts for these and other students across the state



North Santiam School District
BOARD OF DIRECTORS
SCHOOL YEAR ANNUAL AGENDA ITEMS CALENDAR
Version 2, Updated 11/08/21

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
 - COVID-19 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. Exit Interview Survey Results (Oct or Nov)- HR Director
2. OSBA Elections
3. Leadership Team Current Year Goal Update (in report form)
 - SHS Report should include On-Track to Graduate percentages

4. Master Facilities Plan Review and Revisions—Facilities Director
5. 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.
2. Special Education Report -Special Ed Director
 - a. Must include the Abbreviated School Day Notice & Acknowledgement (see ISST)

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:

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

February

Traditional Location: Stayton Elementary School

Annual Agenda Items:

1. School Spotlight-School Admin
2. Proclamation for Classified Appreciation Week (occurs in March)
3. Approval of Budget Committee Members and 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:

- Provide filing information to anyone seeking election/re-election (only in odd numbered years)

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 Reminder 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. Adopt resolution for Teacher Appreciation Week (first week of May)
3. Review Board Goal Strategies/Schedule work session (if needed) to revise in order to be adopted in July
4. (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.
5. (Next Applicable 2021) Discuss timelines for board self-evaluation (ever two years). The process should be completed by the June board meeting.
6. 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.
- After meeting, send Board self-evaluation forms

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 (June-Aug)
5. Community Wide Activities in Schools for Previous Year (in written report)
6. Goal Workshop Prep (discuss who can attend, who will present)