



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

Special Session

Tuesday, May 3, 2022 ~ 5:30 PM

Virtual Meeting

Remotely Via Zoom

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 SPECIAL SESSION TO ORDER**

The Special Session of the North Santiam School District’s Board of Directors is called to order at 5:30 pm via Zoom. It is an open meeting of the Board and the public is allowed to observe via a livestream on YouTube. On the agenda is a place for public comment. Those in attendance that wish to address the Board during this time must have completed a public comment card prior to 4:00 pm on the meeting date in order to receive access to the meeting's Zoom link. 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 anyone wishing to communicate a complaint of this manner to follow the proper administrative process in Board policy KL (Public Complaints). This information is available on the District website.

05/03/22 Livestream Link

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 April 30, 2022 are noted below:

Added Attachments-

- 4.2-2022-2025 Superintendent Contract

3. Added Agenda Items-

RECOMMENDED MOTION

Motion that the Board approves the meeting agenda as modified.

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. Anyone who has filled out a public comment card will be called to step forward (or turn on their camera/mic) and state their name and address. Please note that speakers will have three minutes to express their thoughts.

5. **NEW SUPERINTENDENT SEARCH**

1. **Superintendent Selection**

The Board will vote to hire a new superintendent.

RECOMMENDED MOTION

Motion that the Board hires _____ to be the North Santiam School District Superintendent beginning July 1, 2022.

2. **Superintendent Contract**

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The Board will vote to approve a contract for the new superintendent for 2022-2025.

RECOMMENDED MOTION

Motion that the Board approves the Superintendent Employment Contract for 2022-2025 between _____ and the Governing Board of the North Santiam School District 29J as [submitted] [modified].

6. **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.

SUPERINTENDENT EMPLOYMENT CONTRACT FOR 2022-2025
BETWEEN
[REDACTED]
AND THE GOVERNING BOARD OF
NORTH SANTIAM SCHOOL DISTRICT 29J
OF MARION AND LINN COUNTIES, OREGON

THIS EMPLOYMENT CONTRACT made and entered into by and between North Santiam School District 29J, hereinafter referred to as “DISTRICT 29J” and “DISTRICT,” and [REDACTED] hereinafter referred to as “SUPERINTENDENT.”

WITNESSETH:

WHEREAS, SUPERINTENDENT agrees to serve as the chief executive officer of DISTRICT 29J and perform all duties required by that office; and

WHEREAS, the DISTRICT and SUPERINTENDENT believe that a written employment contract is necessary to describe specifically their relationship to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education programs of the schools;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the DISTRICT hereby employs SUPERINTENDENT as Superintendent-Clerk of Schools in and for DISTRICT 29J, and SUPERINTENDENT hereby accepts such employment upon the following terms and conditions:

1. **TERM**. The DISTRICT hereby employs SUPERINTENDENT for a period of three years, beginning on the **1st day of July 2022, and terminating at 12:00 a.m. midnight on the 30th day of June 2025**. This contract may not be extended beyond a term of three years. This contract shall automatically expire at the end of its stated term. However, the Board may elect to issue a subsequent or a new contract for up to an additional three years upon a satisfactory performance evaluation by the Board.
2. **SALARY**. The DISTRICT shall pay SUPERINTENDENT a minimum annual salary of **ONE HUNDRED FORTY-SEVEN THOUSAND DOLLARS (\$147,000.00)** for the 2022-23 school year.
3. The DISTRICT agrees to review the salary as part of SUPERINTENDENT’S yearly evaluation process and will adjust the salary for each year of this agreement contingent on this evaluation.

Salary adjustments will take place on July 1st. The annual salary shall be payable in twelve (12) equal monthly payments on the 25th of each month, or the last business day prior to the 25th, if the 25th falls on a weekend or holiday.

The DISTRICT will complete the annual evaluation by June 30th of each school year.

4. **SUPERINTENDENT AND BOARD RESPONSIBILITIES.**

SUPERINTENDENT shall be the chief executive officer and clerk of the DISTRICT and shall perform faithfully the duties of Superintendent of Schools for the DISTRICT and shall perform such duties as prescribed by the laws of the State of Oregon and by the rules and regulations made there under by the Board. As such, SUPERINTENDENT shall have the primary responsibility for execution of Board policy, whereas the Board shall retain the primary responsibility for formulating and adopting said policy. SUPERINTENDENT shall devote his time, skill, labor and attentions to the duties of Superintendent during the term of this contract and perform in accordance with the Job Description of the DISTRICT; provided that SUPERINTENDENT by agreement with the Board may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, subject to SUPERINTENDENT providing advance notice to the DISTRICT of participation in such activities. Any additional outside employment cannot negatively impact the SUPERINTENDENT'S abilities to fulfill obligations to the DISTRICT.

5. **TERMINATION.** The DISTRICT may terminate this employment contract under any one of the following provisions:

- a. **Immediate Termination for Cause:** The employment of the SUPERINTENDENT may be terminated immediately for cause by the DISTRICT. Upon the termination of employment, the compensation payable to SUPERINTENDENT shall be prorated to the date of such termination.
 - i. Cause shall include, but is not limited to, the following:
 - (1) SUPERINTENDENT willfully and continuously fails or refuses to comply with the policies, standards, and regulations of the DISTRICT;
 - (2) SUPERINTENDENT engages in fraud, dishonesty, or any other act of misconduct in the performance of SUPERINTENDENT'S duties on behalf of the DISTRICT;
 - (3) SUPERINTENDENT fails to perform any provision of this contract;
 - (4) SUPERINTENDENT fails to comply with such reasonable requirements as the Board may prescribe to show normal improvement, evidence of professional training and growth or failure to maintain in good standing a valid and appropriate license to act as a Superintendent of Schools as required by the State of Oregon; or
 - (5) SUPERINTENDENT is unable to perform the duties outlined in this contract or the essential functions of the job.

- ii. Notice of termination for cause shall be given in writing at least ten (10) days prior to the effective date of discharge or termination. Notwithstanding the preceding, the DISTRICT may immediately suspend SUPERINTENDENT with pay during said 10-day period. Such notice shall include a statement of the reasons constituting cause. SUPERINTENDENT shall be entitled to appear before the Board to discuss such causes and to refute, orally or in writing, such charges. SUPERINTENDENT may be represented by legal counsel at such meeting at SUPERINTENDENT'S sole cost and expense. Such meeting may be conducted in executive session as provided by Oregon law. SUPERINTENDENT shall be provided the written decision regarding the results of the meeting.
 - iii. In the event the DISTRICT offers to terminate the contract by paying the amount specified in this contract for severance pay upon termination not for cause, either by prior notice or by immediate termination, the requirement of a hearing is hereby waived by SUPERINTENDENT.
- b. Termination Without Cause. State law requires both the SUPERINTENDENT and the DISTRICT agree if there is to be "no cause termination" language in the SUPERINTENDENT'S employment contract. With the inclusion of this provision, the parties are agreed the DISTRICT may dismiss the SUPERINTENDENT from the role of SUPERINTENDENT and terminate this Agreement without any showing of cause upon written notice provided to SUPERINTENDENT and the tendering of the DISTRICT'S certification of willingness to pay twelve (12) months of SUPERINTENDENT'S salary, PERS benefits, and health insurance benefits or the balance of such payments due under this Agreement, whichever is less. Such notice shall terminate this Agreement without recourse.
- c. Termination by Superintendent. If SUPERINTENDENT desires to terminate this Agreement, SUPERINTENDENT shall have the option on June 30 of each year. To exercise this option, SUPERINTENDENT must notify the Board of such intent prior to March 1st.
6. **FRINGE BENEFITS.** In addition to the above annual salary, SUPERINTENDENT shall receive and be eligible for the following fringe benefits and any other fringe benefits that might now or hereafter be granted to administrative, supervisory, and confidential employees of the DISTRICT under District rules and regulations or the laws of the State of Oregon.
- a. Vacation and Personal Leave. The SUPERINTENDENT shall be entitled to twenty (20) days of vacation and three (3) personal days, annually. Time taken off during scheduled student vacation periods, shall be charged to vacation. SUPERINTENDENT shall give prior notice to the Board Chair when taking days off. SUPERINTENDENT will be compensated on a per diem basis for up to ten (10) unused vacation days at the end of each year; no more than ten (10) unused vacation days may be carried over from year

to year. SUPERINTENDENT is also entitled to ten (10) legal holidays, listed in Policy CNI, with pay that are included in the above-prescribed annual salary.

- b. Travel Expenses. The DISTRICT shall pay the sum of **five hundred dollars (\$500)** per month to the SUPERINTENDENT to cover costs of travel while conducting District business. In addition, DISTRICT obligations causing the SUPERINTENDENT to travel outside of Marion, Linn, or Benton Counties shall be reimbursed at the government rate.
- c. Technology Reimbursement: The DISTRICT shall pay the sum of **one hundred dollars (\$100)** per month to the SUPERINTENDENT to assist with costs associated with carrying a cell phone with a data plan that can be used for district business.
- d. Deferred Compensation: The DISTRICT shall pay the sum of **two hundred-fifty dollars (\$250)** into a deferred compensation plan (e.g., IRA, 403B, 457, etc.) of the SUPERINTENDENT’S choosing from a list of DISTRICT-approved vendors.
- e. Relocation Stipend: The DISTRICT shall pay a one-time stipend of **five thousand dollars (\$5000)** to the SUPERINTENDENT for the purpose of assisting with relocation expenses associated with moving to a residence located within the boundaries of the North Santiam School District before the end of the 2022-23 school year.
- f. Retirement. The DISTRICT agrees to “pick up” SUPERINTENDENT’S 6% PERS contribution. The DISTRICT will not withhold from SUPERINTENDENT’S monthly salary the contribution required by ORS 237.071 and shall “pick up,” assume, and pay a 6% employee contribution to the Public Employees Retirement Fund for SUPERINTENDENT.
- g. Health Insurance. The DISTRICT agrees to pay all premium costs for the SUPERINTENDENT to receive full-family medical, full-family dental including orthodontia, full-family vision, and full-family prescription coverage from a plan on the approved DISTRICT list.
- h. Civic Club Dues. The DISTRICT shall pay for SUPERINTENDENT’S membership in a local service club in accordance with Policy CND.
- i. Professional Growth. SUPERINTENDENT shall be permitted to attend national and regional professional growth conferences of his choice each year with expenses provided by the DISTRICT, subject to the approval of the Board of Directors. The DISTRICT shall pay the dues for SUPERINTENDENT’S membership in the Confederation of School Administrators and the American Association of School Administrators.
- j. Life Insurance. The DISTRICT shall pay the actual cost, not to exceed \$500 per year towards the purchase of life insurance, disability insurance, or other health expenses.

- k. Family/Bereavement Leave. A maximum of five days of family/bereavement leave per year will be granted, with pay, for illness or death of a family member as defined by OFLA. Bereavement leave will not accumulate from year to year.
- l. Sick Leave. Shall be granted sick leave at the rate of 10 days per year or 1 day per month employed, whichever is greater. (ORS 332.507.)
- 7. **ADMINISTRATIVE LICENSE.** SUPERINTENDENT shall furnish and maintain throughout the life of this contract a valid Oregon Administrative License with SUPERINTENDENT’S endorsement. The failure to comply with this section shall be grounds for immediate dismissal.
- 8. **PROFESSIONAL DUES.** The DISTRICT will provide membership dues for SUPERINTENDENT for professional affiliations in accordance with Policy CND.
- 9. **EVALUATION.** The DISTRICT shall establish and conduct an annual evaluation of SUPERINTENDENT, including comments.
- 10. **ATTORNEY FEES.** In the event of any suit or action hereon, the prevailing party in such suit or action shall be entitled to reasonable attorney fees to be fixed by the trial court, if any appeal is taken from the decision of the trial court, such further sum as may be fixed by the appellate court as reasonable attorney fees in the appellate court, together with the prevailing party’s costs and disbursements incurred therein.
- 11. **APPLICABLE LAW.** This contract is to be construed under the laws of the State of Oregon.

IN WITNESS WHEREOF, the DISTRICT, pursuant to the authority of its Board of Directors, duly and regularly approved on _____, has caused two originals of this contract to be signed in the name of the DISTRICT by the Chairperson of the School Board and SUPERINTENDENT has hereunto affixed SUPERINTENDENT’S hand and seal the date and year above mentioned.

“SUPERINTENDENT”

XXXXXXXXXX

 XXXXXXXX, Superintendent

“DISTRICT 29J”

XXXXXXXXXX

 Alisha Oliver, Board Chair

**North Santiam School District 29J of
 Marion and Linn Counties, Oregon**