

Nestucca Valley School District

Nestucca K8

36925 HWY 101 S. ♦ Cloverdale, Oregon 97112 ♦ (503) 392-3194

Board of Director's Meeting

April 13, 2022

5:30 pm – Budget Committee Meeting

Public Session- to follow conclusion of Budget Committee Meeting

Join Zoom Meeting

<https://us02web.zoom.us/j/82848256706?pwd=OHVWdW9iV1VBUnIyMTFKa3Eycm41Zz09>

Meeting ID: 828 4825 6706

Passcode: 493027

Dial 1 346 248 7799 US

AGENDA

The Nestucca Valley School Board encourages public input. Persons wishing to address the Board on school related issues, are invited to do so, either when the item is presented on the agenda, or under the "Public Comments" section. In the interest of time and order, presentations from the public are limited to three (3) minutes per person, and the total time for individual agenda items shall not exceed twenty (20) minutes. An individual speaker's allotted time may not be increased by a donation of time from members of the public in attendance. If you wish to speak under Public Comments, please complete a Public Comment Form and turn it in to the Assistant to the Superintendent. The Board requests complaints or charges against an employee be held in Executive Session. Individuals who require disability-related accommodations or modifications to participate in the Board meeting should contact the Superintendent in writing prior to the meeting.

1.0 OPENING BUSINESS—K8 Library—Following Budget Committee Meeting

1.1 Public Session Call To Order

1.2 Flag Salute

1.3 Attendance:

___ Shane Stuart

___ Diane Boisa

___ Bill Hagerty, Board Chair

___ Linda Fielder

___ Misty Wharton, Superintendent

___ Ken Richwine, High School Principal

___ Megan Kellow, Special Programs Administrator

___ Chad Holloway, Administrator of Alternative Education and Facilities

___ Diane Wilkinson, Director of Nestucca Valley Early Learning

___ Approval of Agenda –April 13, 2022

Recommendation: Approval of Agenda

MOTION: _____ 2nd: _____ AYES: _____ NOES: _____ ABSTAIN: _____

2.0 COMMUNITY/SCHOOL PRESENTATIONS

Tillamook Bay Community College Vice President of Administration and College Relations, Heidi Luquette

3.0 PUBLIC COMMENT

***Opportunity for Citizens to address items not on the Agenda. Persons wishing to address the Board on any school related issue not listed elsewhere on the agenda are invited to do so now. Board Members are limited, but not required, to give a brief response to public statements or questions regarding non-agenda items.*

4.0 CONSENT AGENDA—consolidated motion

***The purpose of the Consent Agenda is to expedite action on routine agenda items. These items will be acted upon with one motion, second and approval of the Board, unless a member of the board or public wishes to pull the item for individual discussion and action. All matters listed under Consent Agenda are those on which the board has previously deliberated or can be classified as routine items of business. **There will be no separate discussion of these items prior to the vote by the Board unless members of the Board, staff, or public request specific items to be discussed or pulled from the Consent Agenda.** Members of the public who wish to speak on an item must first fill out a public comment card.*

4.1 Board Minutes from March 9, 2022 (Attachment 4.1)

4.2 March 2022 Financial Report (Attachment 4.2)

4.3 Surplus Items (Attachment 4.3)

5.0 ACTION /DISCUSSION

5.1 Recommendation: Nomination of a Board Vice Chair

Explanation: The position is currently vacant

MOTION: _____ 2nd: _____ AYES: _____ NOES: _____ ABSTAIN: _____

5.2 Recommendation: Approve- the proposed contract for July 1, 2022-June 30, 2024 as negotiated by the district and the NAEA group (Attachment 5.2)

Explanation: The collective bargaining process with the licensed staff went very smoothly and collaboratively.

MOTION: _____ 2nd: _____ AYES: _____ NOES: _____ ABSTAIN: _____

5.3 Recommendation- Approve-A one-time COVID Relief bonus for our classified staff in the sum of \$500.00 for one year of service 2021-2022 and \$1000.00 for two years of service 2020-2022.

Explanation: Districts across the nation are offering these bonuses to staff using Federal Grant ESSER dollars, in appreciation for how school staff took on extra responsibilities.

MOTION: _____ 2nd: _____ AYES: _____ NOES: _____ ABSTAIN: _____

5.4 Recommendation: Approve-Resolution #2022-4 The Nestucca Valley School District will borrow \$1,015,000 through the TANF Resolution (Attachment 5.4)

Explanation- Follows past practice to ensure positive cash flow until the property taxes begin to post in November.

MOTION: _____ 2nd: _____ AYES: _____ NOES: _____ ABSTAIN: _____

6.0 INFORMATION/ DIRECTOR QUESTIONS

- 6.1 Admin Reports
- 6.2 Board of Director updates
- 6.3 Open House

7.0 FURTHER BUSINESS

8.0 ADJOURNMENT

Any documents that are public records and are provided attachments to public session items on this agenda are accessible to the public on the District’s Website, with the exception of documents provided at the time of the meeting. Documents that are public records, and are provided at the time of the meeting to a majority of the Board regarding a public session item, will be made available for public inspection upon request to the Superintendent's Assistant.

4.1

Nestucca Valley School District

Board of Director's Meeting

Minutes - March 9, 2022

OPENING OF PUBLIC SESSION

Public Session was called to order by Board Chair Hagerty at 6:30 pm. Board Chair Hagerty led the Pledge of Allegiance.

Attendance:

- X - Linda Fielder
- X - Bill Hagerty, Board Chair
- X - Annis Leslie, Board Vice Chair - Zoom
- X - Diane Boisa
- X - Shane Stuart
- X - Misty Wharton, Superintendent
- X - Ken Richwine, High School Principal
- X – Chad Holloway, Administrator of Facilities and Alternative Education
- X – Megan Kellow, Special Programs Administrator
- X - Diane Wilkinson, Nestucca Valley Early Learning Center Director

Patrons, Students and Staff: Stacey Hagerty, Autum Marsh, Natasha Durgan, Ashlee Sears, Tracy Whittles, Kristina Albin, Kayla Cole, Andy Cook, Alicia Olson, Kaili Jensen, Jill Manning, Shawn Best, Mike Sears, Colin Stapp, Lauren Olson, Andre Schellhaas, Tevin Gianella, Daniel DiCrispino, Brain Hardebeck, April Bailey, Kael Stuart, Lauren Stuart, Melanie, Ursula McVittie, Kim, Julie, Brooke Boyd, Liz Kellow, Macie, Melanie Merryman, Melissa Woods, Nancy Oleson, TJ Olson, Ahndrea Sousa, The Manning's, Kenneth, Carrie Woods, Travis Daggett, Mary, Ann T.

Approval of Agenda –March 9, 2022

MOTION: Diane Boisa 2nd: Shane Stuart AYES: 5 NOES: 0 ABSTAIN: 0

COMMUNITY/SCHOOL PRESENTATIONS

Mr. Richwine read an email to the Board on behalf of High School student, Danny Maddox.

Danny apologized to the Board for his absence, explaining that he is very poor and needs income. Danny stated in his email that the student body is looking forward to optional masking and spirits seem to be high.

Danny commented on how the trimester system seems to be popular and allows students who are behind the ability to catch up easier. Students and teachers are working hard and it appears that all seniors are on track, or at least are getting on track to graduate!

Danny shares that he has been working on bringing more recognition to student council in the form of awards and notoriety, to make it seem more appealing. Danny feels that the participation and drive has been lacking within the student body. He stated that he is hoping to change that and make it a more impactful organization. Student council is a much bigger deal in other schools and he feels it should be that way for Nestucca as well.

In this last term of the school year, Danny shared, the student council is working on setting up the annual Nestucca games, acquiring a new mascot and setting up a peace pole in the front of the building. There will be an upcoming assembly where they will elect next year's officers. He is hoping that this will also serve as a way to educate students about the process of student council.

PUBLIC COMMENT

- Mike Sears addressed the Board regarding OAR's being referred to as laws. He stated that Oregon Administrative Rules are administered under the Secretary of State's office and they do not write and pass laws. Mr. Sears said that Mr. Hagerty is correct in his stand to follow current OAR mandates to avoid possible liability cases against the district, adding he doubts anyone would actually take such action with civil lawsuits. Mr. Sears said we are caught in a battle between citizens and a State agency, with the school Board stuck in the middle. He asked that the mandates not be identified as laws in the future. Mr. Sears also addressed the mandatory vaccination of full time staff. He feels the district's hiring policy needs to be amended to meet federal decisions, allowing personnel to be hired without a vaccination requirement. Mr. Sears also stated that Oregon has not followed the constitution for quite some time. State officials make decisions and are not being held accountable, he added. We as a people are clashing, he stated.

Mr. Hagerty said that the Board has to abide by the law, but he understands where Mr. Sears is coming from.

- Autumn Marsh apologized to the Board for not speaking up sooner. She said that many people have been very vocal on certain subjects lately, but the silence from others does not mean they agree with them. She thanked the Board for trying to keep every student safe this school year. She added that she knows how controversial the decision was. As a mom of a child at high risk with a serious heart condition, she appreciates the hard decisions that they made.

She shared that they did not find out about her son's condition until after Covid started. Since then, she has had to constantly battle making decisions if he should participate in activities because others have chosen not to wear masks. He has missed out on things he would have otherwise been included in, had people chosen to mask up, she said. Mrs. Marsh said she understands that her son has an underlying condition, but does that mean he should be worrying about dying now instead of when he is seventy? She said that she has heard many reasons why people should not be wearing masks, including they are not effective. She asks if there is anyone who can say with total certainty that they are not at least slightly effective? Even if it is only 20% she said, that's 20% more of a chance that children like her son will be okay. If something as easy as wearing a mask could save one child, wouldn't that be worth it?

Mrs. Marsh said she appreciates all of the Board members. She stated there is not one person in this room who can say they have done more for this community than Mr. Hagerty. He has donated countless hours of his time volunteering for school functions she said. He has taken children into his home when they needed a place to stay. Mr. Hagerty has also donated his own money to make programs succeed, she added. She went on to thank Linda Fielder for all the amazing work she did in the after school program. Mrs. Marsh went on to thank the rest of the Board members for the countless hours they have donated to the community.

Mrs. Marsh wanted to address two particular pieces of misinformation she has been hearing on social media. One, no preschool child has been forced to wear a mask or had one forcibly removed. No children at NVELC are required to wear mask as they are all under five years of age. Two, Anti-bias = Anti-racism = Critical Race Theory. Anti-bias training does not equal anti-racism, which equals critical race theory she said. Critical race theory is just that, a theory she said, and it can't be taught. Anti-biases are in many things she added, not just race. Mrs. Marsh commented that she was just in a training regarding disabilities in the classroom and how staff understands it is an uncomfortable subject for some. After hearing some of the conversation during a previous board meeting when their training was brought up, it was apparent to her that we probably could all benefit from these trainings.

CONSENT AGENDA – consolidated motion

- Board Minutes from February 9, 2022
- February 2022 Financial Report
- Ratification of Employment
- Licensed Contract Renewal

MOTION: Linda Fielder 2nd: Shane Stuart AYES: 5 NOES: 0 ABSTAIN: 0

ACTION /DISCUSSION

- **Recommendation:** Approve – Proposed Nestucca Valley Board of Directors Meeting Calendar.

This proposal moves the time of our public session from 6:30 pm to 6:00 pm on the second Wednesday of each month. There will also be no board meeting in July this year as it is not an election year.

MOTION: Diane Boisa 2nd: Linda Fielder AYES: 5 NOES: 0 ABSTAIN: 0

- **Recommendation:** Approve – For the 2022-2023 school year, the Nestucca Valley School District will be a closed district, granting ten out-of-district transfer spots.

This has been the past practice for the last seven years and has served the district well. Some of the spots have been grandfathered in Ms. Wharton added. Diane Boisa asked if there is a child accepted, will they grant enrollment to other siblings as well? Ms. Wharton answered yes.

MOTION: Shane Stuart 2nd: Diane Boisa AYES: 5 NOES: 0 ABSTAIN: 0

- **Recommendation:** Approve – Resolution # 2022-3

As discussed at our facilities work session, this resolution would adequately fund the completion of our High School CTE shop, football field and track. We have been authorized to talk to banks to finish the CTE program.

MOTION: Bill Hagerty 2nd: Linda Fielder AYES: 5 NOES: 0 ABSTAIN: 0

- **Recommendation:** Approve-Appoint Sarah Lewis to the CCTEC Foundation Board of Directors.

We held the first CTE meeting last week and hope to appoint Sarah Lewis to the CCTEC board. Over the next few months we will be bringing forward other board member recommendations. Ms. Wharton added that there has already been a \$10,000 donation from META.

MOTION: Shane Stuart 2nd: Diane Boisa AYES: 5 NOES: 0 ABSTAIN: 0

- **Action:** Superintendent contract – New three year agreement between NVSD and Superintendent Misty Wharton.

Board Chair Hagerty said the NVSD Board members are happy to appoint Superintendent Wharton for another three years. Despite all the challenges she has faced, including a pandemic and construction of a new school, she has done a remarkable job. Mr. Hagerty added that when Superintendent Wharton started, their contingency was very low. Now the contingency is very good he said. Mr. Hagerty said he and the rest of the Board are very happy to have one of the best Superintendents in the state. Mr. Hagerty thanked Superintendent Wharton for all of her hard work.

MOTION: Shane Stuart 2nd: Diane Boisa AYES: 5 NOES: 0 MABSTAIN: 0

- **Recommendation:** Approve-The proposed 2022-2023 and 2023-2024 school calendar.

This would be a similar schedule as last year, following the trimester breakdown. Diane Boisa asked if switching to trimesters has worked well for all the teacher's? It was noted to be a little difficult for the music program. Mr. Richwine said that math and U.S. History were a little challenging but they are making it work. There are a lot of benefits too, he added.

MOTION: Shane Stuart 2nd: Linda Fielder AYES: 5 NOES: 0 ABSTAIN: 0

- **Recommendation:** Approve – The change order submitted by Field Turf for the completion of the K8 student recreation/sport facilities.

This proposal is a considerable cost savings because Benchmark Construction will already be on site at the High School and can utilize the soil spoils from there on the K8 campus. Ms. Wharton added that they will be putting in another field this summer as well as batting cages. The area will be drained for two fields, but we are only seeding one she said. This is the same company being used for the High School Football field and track. The cost difference she said is 1.2 million versus 2 million, just from moving the dirt from the High School to the K8.

MOTION: LindaFielder 2nd: Shane Stuart AYES:5 NOES: 0 ABSTAIN: 0

- **Action/Recommendation:** Resignation letter submitted by Annis Leslie.

Board Chair Hagerty reads Annis Leslie's resignation letter aloud which reads:

Please accept this email as formal notice of my resignation from the NVSD Board of Directors. As I Have shared with each of you, I am resigning for personal reason. The recent protestations from certain community members have absolutely NO bearing on my decision. The timing is just an unfortunate coincidence.

It was my intent to remain on the Board until the completion of the K8 facility. It is my time to step back and let another community member step up. It has been an honor to serve the community and make a positive difference for the children in it. I will remain a solid supporter of the current school board, Superintendent Wharton, and the hardworking staff that wake up every day to support Nestucca's kids.

Respectfully,

Annis Leslie

Diane Boisa comments she doesn't want to accept it, but she understands.

Mr. Hagerty adds, Annis has seen us through times when we were in the hole. Now we have a 12 million contingency. Ms. Wharton corrects-now at a 12% contingency.

Ms. Wharton thanks Annis for all she has done for the school and the community, as well as all the help she provided when Superintendent Wharton was brand new to the role.

MOTION: Diane Boisa 2nd: Shane Stuart AYES: 5 NOES: 0 ABSTAIN: 0

• **Recommendation:** Approve – The Intergovernment Agreement (IGA) between the State of Oregon acting by and through its Department of Land Conservation and Development and the Nestucca Valley School District in either updating or developing a new addition to the Tillamook County Multi-Jurisdictional Natural Hazard Mitigation Plan (NHMP).

This will provide for a formal system and protocol Superintendent Wharton added.

Diane Boisa said she is very thankful that Mr. Holloway is in charge of things.

MOTION: Linda Fielder 2nd: Diane Boisa AYES: 5 NOES: 0 ABSTAIN: 0

INFORMATION / DIRECTOR QUESTIONS

Superintendent Wharton asked if anyone had any questions on the administrative reports and no one did.

Mr. Hagerty thanked the staff for all they do, adding that the Board really appreciates them.

Diane Boisa said on the negotiating committee, the teachers were very approving of all that the Board is doing. She also noted that it is Classified staff week and how much they appreciate all the hard work from the staff.

Shane Stuart gave a shout out to John Sousa for putting on the Baseball camps. He was doing all of this on his own time. Mr. Stuart said he is looking forward to Baseball season and that hopefully we will get Softball camps going soon.

Superintendent Wharton spoke about a letter to the community regarding creating a culture of acceptance for those who continue to wear masks. There were zero cases in the county last week. Due to these numbers going down significantly, we are able to take a seasonal approach to exemptions, operating in a three month window. If we jump back into a high metric that could change things. We have had two meetings for exemptions, with another two to be scheduled, Ms. Wharton added. Based on the metric, if it pings high and you have an exemption, that does not mean you will be pulled. There may be more to testing and other things to do, it's kind of a managing nightmare she said.

Mr. Stuart commented that it has been a long two years for everyone. He added that it takes courage to speak at the meetings and the Board values their opinions. Hopefully the community can begin to heal, he said. We have so much to offer our kids here Mr. Stuart added, we have a lot to be excited about!

Mr. Hagerty asked if there was anyone else who wished to speak?

Kaili Jensen inquired about the background process. She said the fingerprinting takes four weeks and practice starts in two weeks. Ms. Wharton said they will make exceptions for regular volunteers if everything else is done and the finger printing is in progress.

Tracy Whittles asked if this process needs to be done each year? Yes it does, Ms. Wharton answered. Tracy added that it may be a good idea for people to start the process in the summer so people are ready to go before the school year starts.

Diane Boisa stated that she appreciates everyone who wore masks to the meeting.

April Bailey expressed surprise at Superintendent Wharton's three-year renewal. However, she still congratulated the board on finding such a great administrator. Perhaps, she said, they should have let her go so she can go on to bigger and better things.

Board Chair Hagerty thanked April for her comments. He added that the Board always enjoys her comments and hopes to hear from her at the next meeting.

FURTHER BUSINESS

With no further business, Board Chair Hagerty adjourned the meeting at 7:17 pm.

4.2

**Nestucca Valley School District
Financial Report
2021-22**

For Period Ending March 31, 2022

General Fund - Revenue & Expenditures by Object Code

	Budget	Actual	Encumbrances	Variance
Revenue:				
1111 Current Taxes	\$ 6,300,000	\$ 6,257,081	\$ -	\$ (42,919)
1112 Prior Taxes	150,000	109,922	-	(40,078)
1114 PILOT	-	1,990	-	1,990
1190 Interest on Taxes	2,000	310	-	(1,690)
1510 Interest	30,000	9,231	-	(20,769)
1790 Extra Curricular Activities	-	150	-	150
1920 Contributions & Donations	5,000	4,604	-	(396)
1960 Recovery of Expenditures	15,000	13,695	-	(1,305)
1990 Miscellaneous Revenue	25,000	55,139	-	30,139
1991 E-Rate Reimbursement	-	-	-	-
Total Local Revenue	6,527,000	6,452,122	-	(74,878)
2101 County School Fund	500,000	309,622	-	(190,378)
2199 Other Intermediate Sources	-	1,924	-	
Total Intermediate Revenue	500,000	311,546	-	(188,454)
3103 Common School Fund	45,000	26,356	-	(18,644)
3104 State Timber Revenue	565,000	306,849	-	(258,151)
3199 Unrestricted Revenue	30,000	-	-	(30,000)
Total State Revenue	640,000	333,205	-	(306,795)
5400 Beginning Fund Balance	3,690,000	3,927,955	-	237,955
Total Other Sources	3,690,000	3,927,955	-	237,955
Total Revenues	\$ 11,357,000	\$ 11,024,828	\$ -	(332,172)
Expenditures:				
100 - Salaries	\$ 3,764,824	\$ 2,327,754	\$ 1,249,333	\$ 187,737
200 - Benefits	2,651,943	1,455,294	815,450	381,199
300 - Purchased Services	754,213	397,143	171,282	185,788
400 - Supplies & Materials	363,918	271,064	132,939	(40,085)
500 - Capital Outlay	-	33,535	6,620	(40,155)
600 - Other Objects	262,102	427,941	9,134	(174,973)
700 - Transfers	2,195,000	2,157,321	-	37,679
800 - Operating Contingency	600,000	-	-	600,000
800 - Unappropriated EFB	765,000	-	-	765,000
Total Expenditures	\$ 11,357,000	\$ 7,070,052	\$ 2,384,758	\$ 1,902,190

**Nestucca Valley School District
Financial Report
2021-22**

For Period Ending March 31, 2022

General Fund - Revenue & Expenditures by Function Code

	Budget	Actual	Encumbrances	% Remaining	Variance
Revenue:					
Local Revenue	\$ 6,527,000	\$ 6,452,121	\$ -	1.15%	\$ (74,879)
Intermediate Revenue	500,000	311,546	-	37.69%	(188,454)
State Revenue	640,000	333,206	-	47.94%	(306,794)
Beginning Fund Balance	3,690,000	3,927,955	-	-6.45%	237,955
Total Revenues	\$ 11,357,000	\$ 11,024,828	\$ -	2.92%	\$ (332,172)
Expenditures:					
1000- Instruction	\$ 4,171,657	\$ 2,244,470	\$ 1,399,671	12.65%	\$ 527,516
2000- Support Services	3,557,741	2,603,055	983,377	-0.81%	(28,691)
5100- Debt Service	67,602	65,206	1,710	1.01%	686
5200- Transfers	2,195,000	2,157,321	-	1.72%	37,679
6100- Operating Contingency	600,000	-	-	100.00%	600,000
7000- Unappropriated EFB	765,000	-	-	100.00%	765,000
Total Expenditures	\$ 11,357,000	\$ 7,070,052	\$ 2,384,758	16.75%	\$ 1,902,190

For Period Ending March 31, 2022

Special Revenue Funds - Revenue & Expenditures by Function Code

	Budget	Actual	Encumbrances	% Remaining	Variance
Revenue:					
Local Revenue	\$ 470,000	\$ 81,765	\$ -	82.60%	\$ (388,235)
State Revenue	1,756,000	933,273	-	46.85%	(822,727)
Federal Revenue	1,404,375	895,304	-	36.25%	(509,071)
Interfund Transfers	595,000	32,321	37,679	88.24%	(525,000)
Beginning Fund Balance	325,000	626,773	-	-92.85%	301,773
Total Revenues	\$ 4,550,375	\$ 2,569,436	\$ 37,679	42.71%	\$ (1,943,260)
Expenditures:					
1000- Instruction	\$ 1,174,856	\$ 1,029,576	\$ 512,626	-31.27%	\$ (367,346)
2000- Support Services	1,496,664	833,771	225,508	29.22%	437,385
3000- Community Services	1,148,855	637,503	357,558	13.39%	153,794
5300- Transits	730,000	328,884	231,546	0.00%	169,570
Total Expenditures	\$ 4,550,375	\$ 2,829,734	\$ 1,327,238	8.65%	\$ 393,403

4.3

NESTUCCA VALLEY SCHOOL DISTRICT

SURPLUS ITEMS

April 13, 2022

- 1) Fire suppression diesel pump

5.2

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NESTUCCA VALLEY SCHOOL DISTRICT NO. 101

AND

NESTUCCA AREA EDUCATION ASSOCIATION

EFFECTIVE

JULY 1, 2022

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PREAMBLE

This Agreement is entered into between the Board of Directors of Nestucca Valley School District No. 101, hereinafter referred to as "District", and the teachers of Nestucca Valley School District No. 101 as members of the Nestucca Area Education Association, hereinafter referred to as "Teachers" or "Association."

The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours and conditions of employment for teaching personnel.

ARTICLE 1 - RECOGNITION

The Board recognizes the Association as the exclusive representative with respect to wages, hours and conditions of employment for all employees of the District who are required, as a condition of employment, to possess an academic certificate, license, degree or the equivalent, issued by the State of Oregon, an institution of higher education or a professional society, excluding substitute teachers, supervisory and confidential employees.

ARTICLE 2 - DISTRICT RIGHTS AND RESPONSIBILITIES

The District, on its own behalf and on behalf of the electors of the District, retains unto itself all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and Constitution of the State of Oregon. Such power, rights, authority, duties and responsibilities shall include but are not limited to:

1. The executive management and administrative control of the school system and its properties and facilities.
2. The hiring of all employees and, subject to this Agreement, to determine their qualifications and the conditions for their continued employment, as well as the right to assign and transfer employees to meet the needs of the District.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices shall be limited only by the specific terms of this Agreement.

ARTICLE 3 - ASSOCIATION RIGHTS AND PRIVILEGES

- A. Release Time for Meetings. Whenever any representatives of the Association or any teacher are required by the District to participate during working hours in negotiations, grievance proceedings, District-approved conferences or District committee meetings, the teacher will suffer no loss of pay.
- B. Mail Facilities and Mail Boxes. The Association shall have the right to use the interschool mail facilities, school-based email, and school mail boxes as it deems necessary. **There is no expectation of privacy with the use of district mail or email.**
- C. Use of School Facilities and Equipment.
 1. The Association shall have the right to transact official Association business or hold meetings on school District property at reasonable times and by permission of the building principal. Such business shall not interfere with classes or other normal school operations.
 2. The Association shall have the right to use school equipment or facilities at reasonable times when the same are not otherwise in use. The Association agrees to pay a reasonable charge where

special service is required and to pay the cost of all materials and supplies furnished by the District.

3. The Association shall have the right to post notices of activities and matters of membership interest on teacher bulletin boards in each building and administration building.
- D. The District will provide the Association President with a copy of the entire Board Packet, except where such disclosure would violate state or federal law. Excluded items and the basis for exclusion will be identified in writing and provided with the packet.
- E. The Association will be permitted meeting time after staff meetings. Such meeting time will normally be limited to not more than ten (10) minutes, and will not affect student contact time.

ARTICLE 4 - RIGHTS OF PROFESSIONAL EMPLOYEES

- A. Organizing. Teachers shall have the right to organize, join and assist the Association and to participate in professional negotiations with the District through representatives of their own choosing. The District will advise all newly hired teachers that the Association is their exclusive bargaining representative and it will provide them with a copy of this Agreement.
- B. Right of Representation. If, during a meeting between a teacher and an administrator, the teacher feels that the meeting becomes disciplinary in nature, the teacher shall have the right to call in another teacher or an Association member. If any written record of the meeting is made by an administrator, a copy shall be provided to the teacher.
- C. Required Meetings or Hearings. Whenever a teacher is required to appear before the Superintendent, Board, or any committee concerning any matter which could adversely affect the continuation of that teacher's position, then the teacher shall be given prior written or emailed notice of the meeting. The notice will advise the teacher of the right to obtain union representation. In the event a meeting is called for the purpose of gathering information which may be used to discipline a teacher (i.e., an "investigatory meeting"), the teacher will be afforded sufficient time, but not more than five (5) working days, to secure appropriate representation from the Association or legal counsel to advise and represent the teacher during such meeting.
- D. Preparation Time and Building Schedules.
 1. Each member of the bargaining unit will be provided with a daily minimum of 30 continuous minutes of teacher-directed preparation time during normal student contact time.
 2. A minimum of 50% of the time available during staff development days that occur during the student school year will be set aside for teachers to use for curriculum implementation, planning, team and staff meetings.
 3. Building Schedules will be determined annually in as collaborative a manner as possible between building administration and building Association leadership. Schedules will prioritize the instructional needs of students and take into consideration the need for required core academics, the number of preparations for each teacher, and the need for preparation time.
- E. Class Size.

Whenever possible, classroom sizes or student cohorts shall not exceed the maximum threshold listed below. Cohort is defined as the instructed group within one class period. When a class size needs to exceed these thresholds, the teacher in said classroom shall be compensated accordingly:

 1. Elementary School: Teachers shall be compensated at the rate of \$24 per additional student per month when classroom sizes rise above the maximum threshold below:

- a. K- Grade 3: 25 per classroom
 - b. Grades 4-5: 28 per classroom
 2. Middle and High School: If a teacher's average daily student contact exceeds a daily average of thirty (30) students per cohort, the teacher shall be compensated at the rate of \$24 per student per month in which student contact exceeds that average.
 3. Calculations will be made in early June, and payment will be made in pay period 12 (June 20).
 4. Special Education: The District shall assign students to case managers in a way that best serves students and provides for a positive work balance for staff. Caseloads will be monitored/reviewed at least annually and shall be distributed as equitably as possible across the District. Determination of equitable distribution shall take into consideration both case counts and the level of need for each student served.
 5. A teacher may request to meet with the District and an Association Representative any time the size or composition of their class becomes a concern to the teacher, in an effort to look for possible interventions.
- F. Student Supervision. Responsibility for supervision of students during the employee's regular work day, i.e., hall duty, lunch duty, bus duty, etc., will be equitably distributed in terms of time and frequency among licensed staff assigned to that building. Supervision schedules may differ from building to building due to individual building schedules and available staff.
- G. Special Needs Students. No teacher as part of his/her regular duties shall be required to change diapers or perform medical procedures beyond first aid, unless such has been expressly bargained with the Association.
- H. Teacher Discipline. No teacher shall be disciplined without just cause. This provision does not apply to non-renewal of probationary contracts, decisions to renew or not to renew extra-duty contracts and dismissal of probationary teachers.
- I. Personal Life. The personal life and activities of an educator are not an appropriate concern of the District except where it may be documented that it prevents the educator from properly performing assigned functions during the workday.
- J. Nondiscrimination. The Association and the District shall not discriminate against any teacher covered by this Agreement because of membership or non-membership status in the Association. The Association and the District agree that they shall not discriminate against any teacher covered by this Agreement because of race, color, religion, sex, sexual orientation, national origin, age, marital status, spiritual practice, socio-economic status, disability and disabled veteran or Vietnam-era veteran status as required by Title VII.
- K. Academic Freedom. When presenting controversial materials which are related to course content and state standards, the teacher will have the academic freedom necessary to present the different aspects of the controversy, in a balanced manner.

ARTICLE 5 - ASSIGNMENTS, VACANCIES AND TRANSFERS

A. Definitions:

1. Substitute teacher means any teacher who is employed to take the place of a probationary or contract teacher who is temporarily absent.
2. Temporary teacher means a teacher employed to fill a position designated as temporary or experimental or to fill a vacancy that occurs after the start of the school year.
3. Vacancy is an opening due to resignation or termination of a district employee or creation of a new position. Vacancies may occur as full-time positions or part-time positions that may be filled as additional duties for current employees.
4. Prep Duty Positions are part-time vacancies that would require a teacher to take additional duties during scheduled planning time. The District will attempt to fill that position before asking any teacher to give up their preparation time.

B. Teacher Assignments.

1. If at all possible, all teachers will be given notice of their class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than the last class teaching day of the school year. Notice of assignments to new teachers will be provided as soon as practical. Notice of any subsequent changes will be given as soon as possible.
2. In the event that changes in such class and/ or subject assignments, building assignments or room assignments are proposed after the last class teaching day of the school year, the Association and all teachers affected will be notified promptly by an administrator or representative. Should the teacher request a meeting with the Superintendent or administrator relative to this change in assignment, the teacher may have a representative of the local Association present.

C. Transfers.

1. Teachers desiring change in full or part time grade and/or subject assignments or who desire to transfer to another building may file a written statement of such desire with the Superintendent by April 1 of each year. Such statement will include the grade and/or subject to which the teacher desires to be transferred in order of preference.
2. If a teacher's request for a voluntary transfer to a vacancy has been denied, the teacher will, upon request, receive a written explanation of the reason(s) from the Superintendent or designee. In the event of an involuntary transfer, the teacher will be provided the opportunity to discuss the proposed change with their administrator. At the request of the teacher, the District will provide reasons for the involuntary transfer in writing.
3. In making such assignments, the District will take into consideration the employee's length of service in the District, prior teaching assignments in the District, and any special training and/or educational preparation for the assignment.
4. Teachers who are reassigned to a new building or room will receive three (3) days' pay at their per diem rate.

D. Vacancies,

1. The Association president will be notified by the District of any licensed vacancy as it occurs. Any position openings in the District will be described by written notice in an email to all employees and displayed in appropriate locations in the school buildings during the school year

and during summer recess. Postings will be made at least ten (10) calendar days before the closing of the open position.

2. Current bargaining unit teachers wishing to fill a posted vacancy shall submit an application to the District. Bargaining unit employees who meet the licensure requirements for the position will be granted an interview. If a bargaining unit applicant is not hired for the position the Superintendent shall, upon written request, meet with the applicant to discuss the reasons they were not hired for the position. In-district and out-of-district applicants will receive equal consideration in the application and interview process.
3. In the event a vacancy occurs that can be filled as an added responsibility for current employees, an expedited process shall be implemented. Any such opening shall be posted in appropriate locations in the school buildings for a minimum of three (3) calendar days. Teachers wishing to fill such position shall notify the District during the posting period.

ARTICLE 6 - PAYROLL DEDUCTIONS

- A. Ten (10) working days prior to the first dues deduction of the school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each. In addition, the Association shall provide a formal letter from the OEA Membership Department that confirms that OEA possesses sufficient documentation of dues deduction authorization for those members. Upon request by the District, the Association shall make available to the District for review the documented proof of dues deduction authorization for employees. The Association shall also notify the District when a bargaining unit member should no longer have dues deducted and provide the signed authorization to stop dues deductions. The District shall enact dues deduction changes on the pay period following a notification.
- B. Deductions for teachers who join the Association after the commencement of school shall be appropriately prorated so that payments will be completed by the final regular salary payment for the school year.
- C. Dues deductions shall be remitted to OEA and the Local within ten (10) working days following the deduction. The remittances will include an electronic database with the name of each employee from whom deductions were made, the amount of the deductions, and the employee's birthday.
- D. By November 1 of each year, the District shall provide to the OEA an electronic database of each employee in the bargaining unit (both active members and non-members) that includes the first date of service, FTE, classification or title, PERS classification, worksite, position on the salary schedule and residential address. Whenever a new employee is hired into the bargaining unit, the District shall provide the above information within thirty (30) days of hire.
- E. The District shall promptly notify the OEA Membership Specialist of an employee in the bargaining unit who has been placed on an unpaid leave of absence, retires, is laid off, resigns, or changes their name.
- F. Indemnification. The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgments against the district concerning the dues deductions procedures outlined in this agreement. The Association's obligations are contingent upon the District: 1) giving the Association at least two-week's notice, in writing, of any claim; 2) and fully cooperating with the Association and its designated counsel in the defense of the claim. The Association's obligation does not extend to criminal allegations. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the

event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

ARTICLE 7 - PROFESSIONAL COMPENSATION

- A. Teacher Salary Schedule.
1. The professional compensation for teachers employed by the District is set forth in Appendix A.
 2. For the 2022-2023 contract year, the following modifications shall be made to the salary schedule:
 - a. The BA+15, BA+30, BA+45, and BA+75 columns found in the 2021-2022 Salary Schedule shall be eliminated. All employees who were placed in those columns as of June 30, 2022 shall be moved horizontally to the BA+90/MA column notwithstanding the number of credits earned as of that date. Effective July 1, 2022, such employees shall move down one step.
 - b. One new step shall be added to the bottom of each column. The pattern of increments between steps shall be maintained.
 - c. All rates in the resulting Salary Schedule shall be increased by 8%.
 3. For the 2023-2024 contract year, the following modifications shall be made to the salary schedule:
 - a. One new step shall be added to the bottom of each column. The pattern of increments between steps shall be maintained.
 - b. All rates in the resulting Salary Schedule shall be increased by 2%.
- B. Work Year: The work year for bargaining unit employees shall consist of 191 paid days, as follows:
1. Student Contact Days - 168
 2. In-service Days - 2
District-wide federal, state, and district required trainings that occur prior to the start of the student school year.
 3. Professional Development Days - 6 (48 Hours)
Administration planned activities that focus on improving instructional strategies and allows time for teachers to work on implementing those strategies in their classrooms.
 4. Teacher Work Days - 6
Days without students that are used for grading, record-keeping and teacher driven activities (time to work in classrooms and in teams as desired).
 5. Conference Compensation Day – 1
Eight hours off in exchange for conducting Parent-Teacher conferences after the regular work day.

6. Holidays - 8

New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day

- C. Extra Duty Compensation. Extra Duty/Additional Days shall be paid at a rate equal to the hourly rate of the employee.
- D. Compensation for professional and/or curriculum development and driver's education scheduled outside the work day or adopted calendar will be paid at BA/BS step 1.
- E. Stipend positions will be paid per the Stipend Schedule - Appendix B.
- F. Prep Duty Compensation: Prep Duty positions as described in Article 5, Section A.4 shall be compensated by determining the teacher's ratio of prep time to student contact time.

Members who are assigned to supervise students during their regularly scheduled prep period shall be given a choice between receiving additional pay at the substitute teacher hourly rate of pay or accrue compensatory time. Members who choose additional pay shall provide notice to the Employer by the end of the pay period, for payment to appear on the paycheck for the following pay period. Compensatory time shall accrue as follows:

- 1. For every hour covered, one hour of compensatory time shall accrue.
 - 2. Accrual shall be unlimited, but must be used by January 1st of the following school year.
 - 3. For every eight (8) hours of compensatory time accrued (eight (8) class coverage at NHS) the member may take one (1) full school day of paid leave or be paid at the substitute teacher rate of pay.
 - 4. Leave taken under this provision shall be taken in increments of no less than one full day.
 - a. Leave shall not be permitted during parent conference days and is subject to substitute availability on all other days.
 - b. No more than three (3) days of accrued compensatory leave for class coverage may be taken during a school year. (Sept.- June).
 - c. Twenty-four (24) hour advance notice to the building administrator is required to take paid compensatory leave.
 - 5. Administrators will make every effort to assign periods as fairly as possible, but it is understood that equal distribution of class coverage is not guaranteed.
 - 6. It is up to each school's principal to determine who tracks coverage.
 - 7. At separation of service, unused accumulated compensatory time shall be paid out at the hourly substitute teacher rate.
- G. Payday and Pay Options.
- 1. Payday shall be on the 20th of each month unless it falls on a week end or holiday. In those events, pay day will fall on the previous work day.
 - 2. Employees will be paid on a 12 month schedule with paychecks for July and August being issued by June 30th.

- H. Length of Workday. The maximum workday for teachers shall be an 8 hour day inclusive of a one-half hour duty-free lunch break.
- I. Horizontal Movement.
 - 1. Horizontal advancement on the salary schedule shall be granted when an employee has earned sufficient college coursework. For advancement on or after July 1, 2019, credits must be completed after employment with the District, at a graduate level and must be reasonably related to the educator’s instructional assignment or to a field of study normally included in the public school curriculum.
 - 2. When verification of completed coursework has been provided to the District by official grade slips or transcript, such advancement shall occur only twice during a school year, the first prior to October 1 and the second prior to February 1.
- J. School Closure. Teachers shall not be required to work on days when students are not required to attend due to inclement weather. Teacher pay will not be reduced for such missed days, but the Board may reschedule any lost days without any additional pay to employees.
- K. New Educators: Newly-hired educators will be placed on the salary schedule in the column and step commensurate with their degree and years of experience.

ARTICLE 8 - INSURANCE

Medical, Dental, Vision Coverage: The District shall contribute funds toward coverage which may include medical, dental or vision benefit plans for eligible employees and their eligible dependents. Eligibility is based on employee FTE (full-time equivalency).

FTE	Employer Contribution	
	2022-23	2023-24
0.75 and Above	\$1725	\$1825
0.5 - 0.749	\$1,294	\$1,369
0.499 and Below	\$0	\$0

Employees with 20 or more years of cumulative licensed service to the district will receive the full insurance cap regardless of FTE.

- A. The Association shall collaborate with the District in making the selection of plans offered prior to June 1 of each school year.
- B. Retirees who meet the requirements set out by the District's medical-dental-vision carrier will be allowed to participate in the District's plan at a tiered rate (at their own expense), as a self-pay Early Retiree. Retirees who are eligible for Medicare will be permitted to participate in the District’s plans only to the extent permitted by OEBB rules.
- C. Employees who select the OEBB high deductible health plan shall have the difference between the monthly District contribution and the actual monthly premium deposited in a Health Savings Account, up to the limits permitted by law.

- D. The District will make available a Cafeteria Plan to all employees for eligible medical and dependent care expenses. Employees participating in these plans will be permitted the maximum allowable salary reduction for these programs.
- E. In the event an employee is eligible to waive coverage of the District's insurance plan, per OEBB guidelines, employees may elect to opt out of the plan. Employees who opt out of the District insurance plan will receive 40% of the health insurance cap from the District, upon supplying proof of OEBB accepted medical coverage. Employees may elect to have this amount either deposited into a Section 125 plan or a Health Retirement Account (HRA). Eligible part time employees shall have the same opportunity prorated, depending upon the employment level.

A progressive increase, of the amount an employee will receive, for waiving the District insurance plan will be offered as follows.

1. Year one opt-out- 40% of the health insurance cap from the District.
2. Year two opt-out 45% of the health insurance cap from the District.
3. Year three opt-out and all other consecutive years 50% of the health insurance cap from the District. An interruption in consecutive opt-out years will result in the member starting the time vested over. Each year employees must sign an "Employee Health Insurance Opt-Out Form," declaring how they intend to deposit their money. This Opt-Out form will also monitor how many years, vested, the employee has been in the Opt-Out system in order to track the progressive increase. Enrollment in Medicare makes individuals ineligible for Opt-Out incentives.

- F. Mid-Year Terminations: Insurance coverage for employees termed midyear will cease at the end of the month following the month in which their separation occurs.

G. Early Retirement Incentives

1. Eligibility: Early Retirement will be made available to any member of the bargaining unit who retires from the District after at least twenty (20) years of service to the District.
2. Incentives: Any member eligible for this early retirement benefit shall receive each month District payment toward any retiree insurance plan available through OEBB. The amount of such payment shall be equal to the single-coverage rate of the lowest-cost HDHP.
3. Notification: The employee shall give the District written notice of his/her intent to retire sixty (60) calendar days prior to retirement.
4. Payment: Any additional amount owed by the employee utilizing this incentive, will be paid to the District via check by the 20th of the month for benefits the following month. Coverage begins in October of each year, payment for October is due by September 20th. If the employee falls behind in payments by more than one (1) month, the District may provide notification of cancellation of this coverage.
5. Duration: The monthly payment by the District will cease under the following circumstances:
 - a. Retiree obtains health insurance coverage through a government or employer plan;
 - b. When the retiree resumes participation in the Public Employee's Retirement System in any employment capacity;
 - c. When the District has made sixty (60) payments under this incentive plan; or
 - d. When the retiree reaches age 65 or perishes.

ARTICLE 9 - LEAVES OF ABSENCE

- A. Sick Leave. The District will provide each teacher at least ten days or one day per month sick leave each year, whichever is greater, in accordance with ORS 332.507. In accordance with changes to the school work week, a day of sick leave represents eight (8) hours when used in accrual or deductions to an employee's sick leave account. In instances of using a fraction of a day's sick leave, it will be charged in increments of one-quarter (1/4) hour. The Superintendent shall be responsible for control of abuse on the sick leave privilege. After four (4) consecutive days' absence, employees may be required to furnish a certificate issued by a licensed physician or other satisfactory evidence of illness to the Superintendent.
- B. Sick Leave Bank.
1. Eligibility and Conditions: Any teacher may, at his/her discretion, donate not more than four (4) days of his/her accumulated sick leave to a fellow teacher who has exhausted his/her own sick leave due to personal illness or injury. No more than thirty-five (35) days of sick leave may be donated to a single recipient during any given school year.
 2. Procedure: In the event a teacher's absence is expected to exceed the teacher's sick leave balance, the District will advise the Association President (or designee). The Association may then solicit sick leave donations on the teacher's behalf. All donations shall come from currently accumulated sick leave of the donor and donated sick leave days shall be re-accumulated by the donor at the usual rate as specified by this Agreement. The donor and the recipient shall have no more than five (5) working days following the recipient's return to work to notify the Business office of the requested sick leave transfer on forms provided by the District.
 3. No Other Forms of Transferable Leave: No other forms of leave are transferable under this Agreement.
 4. Transition from Prior System: NAEA President and the District shall keep accurate records of leave accumulated by the bank and of sick leave used by the bank. At the end of each school year, the District shall notify the Association in writing of days charged to the bank that year. The parties agree that the days in the Sick Bank available under the 2017-2019 Agreement will be available to all teachers, whether they participated in the bank or not. The District will advise the Association President of the balance available in the bank as of June 30, 2019. Absences that qualify under the Sick Leave Donation provisions, above, shall be paid out of the sick bank balance until that balance is depleted. The District will provide the Association President with an accounting of deductions from and remaining balances in the Sick Bank upon request.
- C. Personal Leave. Each teacher may use two school days per year (non-accumulative) when required to transact personal business that cannot be handled at any time other than a school day. No specific reason is required. Personal leave must be requested in writing at least 24 hours in advance (can be waived in case of emergency) and be approved by the Building Principal.
- Up to two days' pay at the established substitute's rate will be paid to any teacher for any personal leave day(s) not used during a contract year. This amount shall be included in the teacher's last salary check for the school year.
- D. Bereavement Leave.
1. Upon the death of an immediate family member, the teacher shall be entitled to a maximum of five days' bereavement leave, to run concurrently with Oregon Family Leave Act (OFLA). Immediate family includes spouse, children (including step, foster and adopted), parents, grandparents, grandchildren, brother, sister, brother-in-law or sister-in-law, mother-in-law or

- father-in-law, stepmother or stepfather, stepbrother or stepsister. A maximum of one day of the five days shall be available for use as bereavement leave for relationships other than those listed. Bereavement leave shall not be cumulative from one school year to the next. Additional non-paid days may be granted by the Superintendent on an individual basis.
2. In addition, the District shall comply with the Oregon Family Leave Act (OFLA). Teachers will be permitted to substitute their choice of personal leave and/or sick leave for the unpaid leave provided under OFLA.
 3. The District shall annually establish and fund a bereavement leave pool of ten days. The Association will administer the use of these days. At the Superintendent's discretion, additional days may be added to the pool.
- E. Jury Duty Leave. An employee shall be granted leave with pay for service on a jury provided, however, that the court-paid compensation, excluding expenses. Upon being excused from jury service for the day, an employee shall return to complete his assignment for the remainder of the regular workday, if released before 12:00 P.M.
- F. Maternity, Adoption and Parental Leave. The District may grant maternity or paternity leave (without pay) to any employed teacher under the guidelines of the State and Federal Family Leave Acts. In accordance with such laws, a teacher may use up to 12 weeks of paid sick leave during a parental leave.
- G. Unpaid Leaves. A leave of absence without pay for up to one year may be granted to an applicant. Additional years may be granted at the discretion of the school board. Applications for unpaid leaves must be submitted no later than April 1 of the year prior to the leave of absence. Applicants must notify the district by April 1 of the following year of their intent to return.

ARTICLE 10 - PROFESSIONAL DEVELOPMENT

- A. Professional Dues. Upon receipt of evidence that the teacher has paid the annual dues to the professional organization of their academic field(s), the District will reimburse the teacher up to, but not more than, \$300.
- B. Professional Development. The District will compensate members for tuition reimbursement as follows:
1. Each school year the district will set aside, up to, \$10,500 for members to access for college course tuition reimbursement. The balance of the tuition reimbursement account will never exceed \$15,000.
 2. Each member may be reimbursed up to \$1,500 per school year. The reimbursement can cover college credits and textbooks.
 3. All courses must be approved, by the Superintendent, if the member wishes to seek reimbursement.
 4. Upon completion of the course, the member will provide a copy of their transcripts and a district reimbursement form.
 5. The superintendent can authorize spending the \$1,500 for a member, prior to their completion of the course, if the tuition payment will create a hardship for the member.
 6. All reimbursement requests must be made prior to June 1st, of the current school year.

7. The District will pay the full cost of tuition for any class or course which it requires a teacher to take.
- C. Professional Improvement and Curriculum Development. The District may provide remuneration and/or expenses to teachers to participate in curriculum development work or professional improvement activities that are presented to and approved by a Principal. The final decision regarding the type and amount of reimbursement rests with the Superintendent.
- D. New Teachers. If the District hires a teacher who is also new to the profession, up to 30 hours of release time shall be granted by the building administrator for the purpose of providing mentoring assistance to the new teacher. This release time may be used to obtain a substitute for either the new teacher or the person providing mentoring assistance.
1. No teacher shall be designated as a mentor teacher unless willing to perform in that role.
 2. Teachers may apply for a mentor teacher position. Applications shall be submitted to the office of the Superintendent.
 3. No mentor teacher shall be assigned more than one beginning teacher annually.
 4. The mentor teacher shall be responsible for fulfilling all regular teaching and duty assignments. Service as a mentor teacher is to be regarded as being in addition to, not in lieu of, regular duties and responsibilities.
- E. Professional Leave.
1. In addition to the statewide In-Service Day, two days of professional leave with full pay may be authorized by the District for attending educational conferences, meetings, workshops and conducting educational observations. Professional leave shall not be cumulative from one school year to the next.
 2. In the event the District requests that a teacher attend a conference, registration costs and accommodation expenses will be paid by the District.
- F. Reimbursement of Travel Expenses.
1. Teachers who are required in the course of their work to drive personal automobiles from one District school building to another on a daily basis shall be reimbursed for mileage at the IRS rate in effect at the time. Such rate shall be authorized for use of personal automobiles on field trips or other business of the District. Teachers who voluntarily drive students to school activities, with advance approval of their building principal, shall be compensated at the same rate.
 2. The District will pay mileage at the approved IRS rate, registration costs, meals and accommodation expenses for any teacher attending a workshop or conference at the District's request or with District approval if funds are available.
- G. Curriculum Collaboration Team. A committee of elected Licensed Teacher representatives [(2 from Elementary (1-5)/2 from Middle (6-8), and 2 from High School (9-12)] and two elected Classified representatives shall meet with Building Principals and the Superintendent quarterly to review student achievement and behavior data, apply Building level Improvement Plans to a District Improvement Plan, and to determine the schedule of professional development for the school year.
- Minutes will be kept at each meeting and shared with all staff, the Board of Directors, and interested parties. Public notice will be made of each meeting and the full staff and community are invited to observe.

The District retains ultimate authority in the finalization of the Continuous Improvement Plan that is to be submitted to Oregon Department of Education.

- H. Calendar Committee: The development of the forthcoming school year's calendar will be drafted by the administrative team and two members of the bargaining unit. A member from each district campus will be represented on the committee.

ARTICLE 11 - GRIEVANCE PROCEDURES

A. Definitions.

The intent of all grievances is to settle the matter at the lowest level of administration.

1. Grievance: A grievance shall mean a complaint by a teacher or group of teachers:
 - a. That there has been to him/her (or them) a violation of this Agreement; or
 - b. School Board or administrative decisions of unfair or inequitable treatment affecting teacher working conditions which shall not be subject to binding arbitration or to an unfair labor practice complaint for breach of contract. They may be appealed up to and including Level Three (Appeals to the Board). The Board's decision is final and binding on all parties.
2. "Grievant" is the person or persons who are presenting the claim.
3. "Days": The term "days" as used in this Article shall, except where otherwise noted shall refer to business days (Monday through Friday).
4. "Party in Interest" is either the person or persons making the complaint or the person or persons against whom the complaint is made.

- B. Purpose. The purpose of this procedure is to secure, at the lowest level, an orderly and timely method for solving grievances. Both parties agree that these proceedings should be kept informal and confidential as may be appropriate at any level of the procedure.

C. General Procedures.

1. These procedures should be processed as rapidly as possible; the number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the procedures.
2. All parties should attempt to complete the procedures by the end of the school year. The parties shall make a good faith effort to shorten the number of days provided at the various steps in order to finish by the end of the school year and avoid, if possible, carrying the process into the summer vacation period or the following school year.
3. All parties in interest have a right to consultants or representatives of his own choosing at each level of these grievance procedures. This is to be completed within 2 business days or 5 calendar days, whichever is shorter.
4. There shall be no restraint, interference, discrimination or reprisal exerted on any employee choosing to use these procedures for resolution of grievances, nor shall there be any slowdowns or withholding of services by the grievant for not receiving full satisfaction from the grievance procedure.
5. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level.

6. Each grievance shall have to be initiated within ten days after the occurrence of the cause for the complaint; however, if the grievant did not become aware of the occurrence until a later date, then action shall be initiated within ten days following the first knowledge of the cause. By failing to thus initiate action, the person may be considered to have no reasonable grievance.
7. All documents, communications and records of a grievance will be filed separately from the personnel files.
8. If any member of the teacher's grievance committee is a party in interest to any grievance, he/she should not serve as an official representative in the processing of such a grievance. Furthermore, if a grievance is brought against a district principal or Superintendent, he/she should not serve as an official representative in the process of the grievance. The grievance should be moved to the next level of the grievance procedure in order to avoid any conflict of interest.
9. Every effort will be made by all parties to avoid interruption of classroom and/or other school sponsored activities.
10. Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.
11. Each party shall be responsible for their own costs incurred at each level of the grievance procedure.
12. The grievance procedure will not be used while that grievance is under the jurisdiction of the courts, has been submitted to the administrative or judicial process or is pending before the Employment Relations Board.

D. Levels of Grievance.

1. Level One: Informal and Formal Grievance Level.

- a. The grievant will first discuss his/her grievance with the building principal, either individually or accompanied by a representative, with the objective of resolving the matter informally. If the grievance pertains to the matters outside the scope and supervision of the building Principal, the informal meeting will be held with the Superintendent. The objective of the informal meeting is to resolve the matter informally.
- b. If the grievant is not satisfied with the disposition of his/her grievance, he/she may file a written formal grievance with the Principal within ten days following the act or condition which is the basis of his/her complaint or, if the grievant had no knowledge of said occurrence at the time if it happened, then within ten days of the first such knowledge. If the grievance pertains to matters outside the scope and supervision of the principal, the formal grievance will be filed with the Superintendent.
- c. The Principal shall communicate his decision in writing *within ten business days* to the grievant. If the grievant is not satisfied with the decision rendered by the Principal (or Superintendent), the grievant must request in writing within 10 business days to move the matter to level Two.

2. Level Two: Superintendent's level.

- a. The grievant will first discuss the grievance with the Superintendent, either individually or accompanied by a representative, with the objective of resolving the matter informally.

Within ten business days, the superintendent will hold a hearing with the grievant and the administrator involved, to review the written grievance and the response.

- b. If the grievant is not satisfied with the disposition of the grievance, the grievant may file a written formal grievance with the Superintendent within ten days following the act or condition which is the basis of the complaint, or, if the grievant had no knowledge of said occurrence at the time of its happening, then within ten days of the first such knowledge.
 - c. This complaint shall set forth the contract provision alleged to have been violated, the remedy requested and a brief statement of facts. Superintendent will provide a written response regarding the decision within ten business days.
 - d. The Superintendent shall communicate the decision in writing within ten business days to the grievant. If the grievant is not satisfied with the decision rendered by the Principal (or Superintendent) the grievant must request in writing within 10 business days to move the matter to Level Three. If the Superintendent is a party of interest in the grievance, the grievance will be moved to Level three of the grievance procedure.
3. Level Three: Appeals to the Board.
- a. If the grievant is not satisfied with the decision of the Superintendent, he/she may file a written appeal with the Board within ten business days of the receipt of the Superintendent's decision.
 - b. The appeal shall state the grievant's reasons for appealing the decision of the Superintendent. The appeal shall include the original grievance and the written disposition of the case from the Superintendent.
 - c. Within 15 school days of the receipt of the grievance, the Board shall hear arguments of the Superintendent and the grievant with representation if desired. Within ten business days following the hearing, the Board shall render a decision in writing to all official parties.
4. Level Four: Binding Arbitration.
- a. If, after ten days, the grievant is not satisfied with the disposition of the grievance at Level Three, the grievant may request in writing to the Superintendent that the grievance be submitted to binding arbitration. The Association must concur in writing with this demand for arbitration. Except as otherwise expressly provided in this Agreement, the arbitration hearing will be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association in effect at the time (hereinafter referred to as the "AAA Rules".)
 - b. Within ten school days after such written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon an impartial and mutually acceptable arbitrator and obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the ten-day period, a request for a list of five arbitrators may be made to the Employment Relations Board by either party. Upon receipt of the list, the parties will flip a coin to determine which party strikes first. Thereafter, the other party will strike one name and the parties will alternate back and forth until one name remains. That person will be selected as the arbitrator.
 - c. The arbitrator so selected will confer with the representatives of the Superintendent and the grievant, hold hearings promptly and shall issue a decision not later than 30 days from the date of the close of the hearings under the following conditions:

- i. The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement, as set forth in subsection a, 1, above.
- ii. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the District's rights and responsibilities, except to the extent that such rights and responsibilities may be expressly limited by the terms of this Agreement.
- iii. The arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement.
- d. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issue submitted. Copies of the decision shall be submitted to the parties of interest.
- e. The decision of the arbitrator shall be binding upon the parties provided the decision is within the jurisdiction of the arbitrator. The arbitrator's fees and expenses as well as the cost of any hearing room will be borne equally by the Board and the Association. All other costs, including the expenses and compensations of any witness or participant in the arbitration shall be paid by the party calling such witness, requesting such participants or contracting such services.

ARTICLE 12 - COMPLAINT PROCEDURE

- A. If a complaint is made against a teacher to the administration, such complaint shall be processed under the following circumstances:
 1. If an administrator or supervisor intends to make a record in the evaluation report of a complaint received concerning the teacher;
 2. If an administrator or supervisor intends to place a record of such complaint in the teacher's personnel file;
 3. If the administrator or supervisor intends to take disciplinary action against the employee as the result of a complaint.
- B. Pursuant to Section A, a conference shall be held with the teacher within ten working days after the complaint is made to the administration. At the conference, the teacher will be apprised of the substance of the complaint and the identity of the complainant. The teacher has the right to have a representative present during the conference. Depending upon the nature of the complaint, the administrator may attempt to assist the parties in resolving the complaint or the administrator may choose to investigate the complaint, or both. The administrator may present the complaint verbally or in writing. However if the teacher or teacher's representative requests it, the complaint will be reduced to writing if the administrator has not already done so.
- C. If the teacher wishes to meet with the complainant, the administrator shall attempt to arrange the meeting.
- D. Copies of all written documents produced as a result of the processing of a complaint will be given to the affected teacher. This would include the complaint, any investigation reports, the written resolution or summary and any other similar document.
- E. Any such complaint which the administration chooses not to discuss with the teacher, which is not discussed with the teacher within the required time or which is found to be without merit shall not be considered in the teacher's evaluation, shall not be placed in the teacher's personnel file and shall not be used against the teacher in any subsequent action by the District.

- F. The District will comply with Weingarten rights of representation as interpreted and applied by the Employment Relations Board.
- G. The teacher shall have the right to attach a written statement to any written material placed in the teacher's personnel file.
- H. A meeting will take place within two working days or five calendar days, whichever is shorter.

ARTICLE 13 - PERSONNEL FILES

- A. All teachers have the right, upon request, to review the content of their own personnel file.
- B. No evaluation document, disciplinary document or complaint will be placed in a teacher's personnel file unless the teacher has been furnished a copy thereof and an opportunity to review the material. Normally, proof that the employee has been given a copy will be obtained by having the employee sign or initial the file copy acknowledging receipt or having the supervisor state on the file copy that the employee has been shown the material and has refused to sign it. The teacher will have the right to submit a written response to such material and his/her response shall be reviewed and acknowledged by the Superintendent and attached to the teacher's file.
- C. Upon mutual agreement between the teacher and the District, employee discipline and the charges which resulted in the discipline shall be considered stale after 36 months, so long as no other discipline for the same type of conduct occurs within that time period. A stale document may not be used to support progressive discipline, non-renewal, non-extension or dismissal.
- D. The original documentation of any oral or written disciplinary action which is subsequently reduced in severity or eliminated through the grievance process or any personnel process may not be placed or retained in the employee's personnel file unless both the District and the employee agree.

ARTICLE 14 - LAYOFF

- A. The District and the Association recognize and agree on the following job security provisions in the event of a layoff:

This layoff Article shall apply to all releases, layoffs or terminations for reduction in force reasons.

The District shall retain its sole discretion to decide whether a reduction in force shall be undertaken. However, when considering an actual reduction in force, the District will provide notice to the Association as soon the District knows that a reduction in force is under consideration. The Superintendent will seek input from the licensed staff prior to making any recommendation to the Board.
- B. The Board will determine when a reduction in force is necessary and which programs and teachers will be affected. When the Board determines a layoff is necessary, it will discuss the matter at a regular or special meeting of the Board and will consider such factors and alternatives it deems necessary to arrive at a decision. A layoff may take place under the following conditions:
 1. Inability to levy a tax sufficient to provide funds to continue the District's educational programs;
 2. Elimination or adjustment of classes due to an administrative decision;
 3. Other reasons as defined by the Board.

C. Order of Layoff.

1. Where existing members of the bargaining unit cannot be transferred to other positions for which they are licensed through every reasonable effort, the District shall lay off teachers in accordance with ORS 342.934.

D. Recall Procedures.

1. A contract teacher who is recalled shall retain contract status obtained before the layoff under this Article. A probationary teacher who is recalled shall be credited for the number of years taught prior to the layoff for purposes of qualifying for and obtaining contract status.
2. Within fifteen days of notification of the intent to layoff, a teacher will provide written notification to the District of his/her desire to return to the District if recalled. Written notification must also include the teacher's address for recall notification.
3. Employees shall be recalled in the inverse order of layoff, subject to the requirement that the teacher be licensed for the position at the time of recall. If at any time during the 27-month recall period the teacher's certification status changes, it is the teacher's responsibility to so inform the District. Failure to do so will result in the teacher being recalled only to those positions for which he/she was certified at the time of layoff.
4. In the event of a recall, the District shall notify the teacher who has expressed a desire to return to the District of the recall by certified mail, return receipt, sent to the last address given by the teacher to the District office. Any teacher laid off under this Article and qualified as per paragraph 3 above shall have the right of recall for a position for which the person is licensed for a period of 27 months from the date of layoff subject to the following provisions:

Acceptance of Recall. The teacher will have fifteen calendar days from the receipt of notice of recall to notify the District of intent to return. The teacher must thereafter report on the starting date specified by the District providing that this will not be less than fifteen days from the date the notice of recall was received or lose all recall rights.

Refusal of Recall. If a teacher refuses recall, that person's recall rights shall not be affected within the 27 months. The person shall remain on the recall list.

Failure to Respond to Recall. Failure to respond within fifteen days from the receipt of notice of recall shall terminate such teacher's employment as a voluntary resignation. An undeliverable letter will be considered a failure to respond.

5. All benefits to which the teacher was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the teacher upon the teacher's return to active employment, and the teacher will be placed on the proper step of the salary schedule. A teacher will not receive increment credit for the time spent on layoff unless the teacher was employed by an accredited school district as a teacher for a period of time equal to a majority of the District's work year, nor will such time count toward the fulfillment of time requirements for acquiring permanent status. Employee benefits do not accrue during the time of layoff.
6. Teachers covered by this Article will have the option to continue insurance programs at their own expense once District coverage has expired, subject to the approval of the insurance carrier and the provisions of Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).
7. Teachers covered by this Article will be given consideration for substitute teaching; such will not affect teacher recall rights.

- E. Board Hearing. A teacher who is laid off may request a hearing before the Board. This meeting will take place at the next regular Board meeting following the request.
- F. Appeal. Any appeal regarding the Board's decision on layoff or recall shall be by arbitration under the rules of the Employment Relations Board. Appeals from multiple reductions may be considered in a single arbitration. The decision of the arbitrator will be final and binding on all interested parties as long as the arbitrator's decision is within his jurisdiction. The arbitrator is authorized to reverse the layoff or recall decisions made by the District only if the District:
 - 1. Exceeded its jurisdiction;
 - 2. Failed to follow the procedure applicable to the matter before it;
 - 3. Make a finding or order not supported by substantial evidence in the whole record;
 - 4. Improperly construed the applicable law.

ARTICLE 15 - STRIKES AND LOCKOUTS

- A. During the term of this Agreement, the District shall not, as a result of a labor dispute with the Association, lock out any employee covered by the terms of this Agreement. The foregoing shall not be construed to place any limitation or restriction on the District's right to lay off employees.
- B. During the term of this Agreement, the Association or its members will not participate in any strike, slowdown or other concerted activity to include the observance of the picket line of another labor organization on, or access to the school District's property. Notwithstanding the above, the District may also discipline, including discharge any individual employee involved in any of the above-defined prohibited activities.

ARTICLE 16 - TEACHER/DISTRICT LIAISON

A joint committee of equal numbers from the District and from the members of the bargaining unit will be established to provide a more direct and meaningful line of communication between the parties. The members of this committee will act strictly in an advisory capacity. However, problems or conditions that exist in contract or policy interpretation matters and other labor/management issues may be discussed to enhance a two-way flow of information and effective action resulting from group collaboration. A problem is defined by either side. If a problem is brought to the group and if it is resolved, it will be reviewed for approval by the Association and the District.

The committee will meet at mutually agreeable times and places. The frequency of such meetings and the agenda for each meeting will be established by mutual agreement of the members of the committee. The Superintendent and the president of the Association will be responsible for establishing the first committee meeting.

ARTICLE 17 - GENERAL PROVISIONS

- A. Modifications to Agreement. If the District considers adoption of policy which affects wages, hours, terms, benefits and other working conditions of employment which are not covered by this Agreement and have not been proposed by the Association, the Board shall notify the Association that such changes are being considered. If the Association desires to negotiate on the proposed changes, the Superintendent will be notified within ten days.
- B. Separability. If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal, the remainder of the Agreement shall not be affected thereby, and upon

the request of either the Board or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement provision.

ARTICLE 18 - DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2022 and shall be binding upon the Board, the Association and the people it represents, and shall remain in full force and effect through June 30, 2024.
- B. It is the intent of both parties to begin negotiation of a successor agreement on or before December 15, 2023.

EXECUTION/SIGNATURES

Executed this _____ at Nestucca Valley School District by the undersigned representatives appointed by each party to represent their interests in negotiating this Agreement.

Board Chairman

Union President

APPENDIX A – LICENSED STAFF SALARY SCHEDULE

2022-2023 Schedule - with 8.0% increase over 2021-2022 and Schedule Modifications

Step	BA/BS	BA+90/MA	MA+15	MA+30
0	\$45,018	\$53,834	\$55,597	\$57,360
1	\$46,218	\$55,034	\$56,797	\$58,560
2	\$47,417	\$56,233	\$57,996	\$59,760
3	\$48,616	\$57,432	\$59,196	\$60,958
4	\$49,345	\$58,632	\$60,396	\$62,158
5	\$50,086	\$59,832	\$61,595	\$63,358
6	\$50,837	\$61,031	\$62,794	\$64,557
7	\$51,599	\$62,231	\$63,993	\$65,757
8	\$52,373	\$63,431	\$65,193	\$66,957
9	\$53,159	\$64,629	\$66,393	\$68,156
10	\$53,956	\$65,829	\$67,592	\$69,355
11	\$54,766	\$67,029	\$68,792	\$70,555
12	\$55,587	\$68,228	\$69,992	\$71,754
13	\$56,421	\$69,428	\$71,190	\$72,954
14	\$57,267	\$70,628	\$72,390	\$74,154
15	\$58,126	\$71,826	\$73,590	\$75,353
16	\$58,998	\$73,026	\$74,789	\$76,553
17	\$59,883	\$74,226	\$75,989	\$77,751
18	\$60,782	\$75,340	\$77,129	\$78,918

2023-2024 Schedule - with 2.0% increase over 2022-2023 and Added Step

Step	BA/BS	BA+90/MA	MA+15	MA+30
0	\$45,918	\$54,910	\$56,709	\$58,507
1	\$47,142	\$56,134	\$57,933	\$59,731
2	\$48,366	\$57,358	\$59,156	\$60,955
3	\$49,589	\$58,581	\$60,380	\$62,178
4	\$50,332	\$59,805	\$61,604	\$63,401
5	\$51,087	\$61,029	\$62,826	\$64,625
6	\$51,854	\$62,251	\$64,050	\$65,848
7	\$52,631	\$63,475	\$65,273	\$67,072
8	\$53,421	\$64,699	\$66,497	\$68,296
9	\$54,222	\$65,922	\$67,721	\$69,519
10	\$55,036	\$67,146	\$68,944	\$70,743
11	\$55,861	\$68,370	\$70,168	\$71,966
12	\$56,699	\$69,592	\$71,391	\$73,189
13	\$57,550	\$70,816	\$72,614	\$74,413
14	\$58,413	\$72,040	\$73,838	\$75,637
15	\$59,289	\$73,263	\$75,062	\$76,860
16	\$60,178	\$74,487	\$76,285	\$78,084
17	\$61,081	\$75,711	\$77,509	\$79,306
18	\$61,997	\$76,846	\$78,671	\$80,496
19	\$62,927	\$77,999	\$79,851	\$81,703

APPENDIX B - STIPEND SCHEDULE

	2022-2023	2023-2024
YEAR-ROUND POSITIONS		
HS Athletic Director		
2022-2023: \$5000/Season (Fall, Winter, Spring) \$3000 Summer; 2023-2024: \$5250/Season, \$3250 Summer	\$ 18,000.00	\$ 19,000.00
MS Athletic Director	\$ 3,250.00	\$ 3,500.00
HS Music Director	\$ 5,500.00	\$ 5,750.00
HS Publishing (Yearbook)	\$ 2,000.00	\$ 2,250.00
MS Publishing (Yearbook)	\$ 2,000.00	\$ 2,250.00
HS Student Council	\$ 2,000.00	\$ 2,250.00
MS Student Council	\$ 2,000.00	\$ 2,250.00
Media Specialist/Librarian	\$ 2,000.00	\$ 2,250.00
K-8 Teacher Mentors *	\$ 500.00	\$ 750.00
HS Teacher Mentors*	\$ 500.00	\$ 750.00
HS Curriculum Specialist	\$ 1,000.00	\$ 1,250.00
K8 Curriculum Specialist	\$ 1,000.00	\$ 1,250.00
K8 Music Director	\$ 2,000.00	\$ 2,250.00
District Social Media	\$ 500.00	\$ 750.00
Credit Recovery Advocate	\$ 1,500.00	\$ 1,750.00
PreK-8 Newsletter Advisor	\$ 1,000.00	\$ 1,250.00
HS Newsletter Advisor	\$ 1,000.00	\$ 1,250.00
K8 Social Media Manager	\$ 500.00	\$ 750.00
HS Social Media Manager	\$ 500.00	\$ 750.00
9th Grade on Track Team Lead	\$ 1,500.00	\$ 1,750.00
FFA	\$ 6,500.00	\$ 6,750.00
Cadet Teacher mentors	\$ 200.00	\$ 450.00
HS ELL Advocate	\$ 1,000.00	\$ 1,250.00
K8 ELL Advocate	\$ 1,000.00	\$ 1,250.00
HS TAG Advocate	\$ 1,000.00	\$ 1,250.00
K8 TAG Advocate	\$ 1,000.00	\$ 1,250.00
HS PBIS Coach	\$ 1,000.00	\$ 1,250.00
K8 PBIS Coach	\$ 1,000.00	\$ 1,250.00
Accompanist (Per Event)		
Rehearsal	\$ 75.00	\$ 85.00
Performance	\$ 165.00	\$ 175.00
FALL POSITIONS		
Fall Drama	\$ 2,000.00	\$ 2,250.00
Willamette Promise (per section)	\$ 500.00	\$ 750.00

	2022-2023	2023-2024
HIGH SCHOOL		
Scoreclock (Per Varsity Contest)	\$ 40.00	\$ 50.00
Rally		
Fall	\$ 3,500.00	\$ 3,750.00
Football		
Varsity Head	\$ 5,500.00	\$ 5,750.00
Assistant (J.V.)	\$ 3,500.00	\$ 3,750.00
2nd Assistant	\$ 3,500.00	\$ 3,750.00
Volleyball		
Varsity Head	\$ 5,500.00	\$ 5,750.00
Assistant (J.V.)	\$ 3,500.00	\$ 3,750.00
Cross Country		
Head	\$ 5,500.00	\$ 5,750.00
SPEECH SESSION 1 POSITIONS		
Speech Head Coach- Session 1	\$ 3,500.00	\$ 3,750.00
Speech Assistant Coach(es)- Session 1	\$ 1,500.00	\$ 1,750.00
MIDDLE SCHOOL		
Football		
8th	\$ 2,000.00	\$ 2,250.00
7th/6th	\$ 2,000.00	\$ 2,250.00
Volleyball		
8th	\$ 2,000.00	\$ 2,250.00
7th/6th	\$ 2,000.00	\$ 2,250.00
Cross Country		
Head	\$ 2,000.00	\$ 2,250.00
Assistant/ Chaperone	\$ 1,000.00	\$ 1,250.00
WINTER POSITIONS		
HIGH SCHOOL		
Scoreclock (Per Varsity Contest or Per Meet)	\$ 40.00	\$ 50.00
Rally		
Winter	\$ 3,500.00	\$ 3,750.00
Wrestling		
Head	\$ 5,500.00	\$ 5,750.00
Assistant	\$ 3,500.00	\$ 3,750.00
Girls Basketball		
Varsity Head	\$ 5,500.00	\$ 5,750.00
Assistant (J.V.)	\$ 3,500.00	\$ 3,750.00

	2022-2023	2023-2024
Boys Basketball		
Varsity Head	\$ 5,500.00	\$ 5,750.00
Assistant (J.V)	\$ 3,500.00	\$ 3,750.00
JV 2	\$ 3,500.00	\$ 3,750.00
SPEECH SESSION 2 POSITIONS		
Speech Head Coach- Session 2	\$ 3,500.00	\$ 3,750.00
Speech Assistant Coach(es)- Session 2	\$ 1,500.00	\$ 1,750.00
MIDDLE SCHOOL		
Girls Basketball		
8th	\$ 2,000.00	\$ 2,250.00
7th/6th	\$ 2,000.00	\$ 2,250.00
Boys Basketball		
8th	\$ 2,000.00	\$ 2,250.00
7th/6th	\$ 2,000.00	\$ 2,250.00
WRESTLING		
6th-8th	\$ 2,000.00	\$ 2,250.00
Assistant/Chaperone	\$ 1,000.00	\$ 1,250.00
Winter Referee place holder		
SPRING POSITIONS		
Assistant Spring Musical Director	\$ 2,000.00	\$ 2,250.00
Spring Musical Director	\$ 3,750.00	\$ 4,000.00
Orchestra Director	\$ 2,250.00	\$ 2,500.00
Driver's Ed	\$ 5,000.00	\$ 5,250.00
HIGH SCHOOL		
Track and Field		
Varsity Head	\$ 5,500.00	\$ 5,750.00
Assistant	\$ 3,500.00	\$ 3,750.00
Assistant	\$ 3,500.00	\$ 3,750.00
Baseball		
Varsity Head	\$ 5,500.00	\$ 5,750.00
Assistant (J.V)	\$ 3,500.00	\$ 3,750.00
Softball		
Varsity Head	\$ 5,500.00	\$ 5,750.00
Assistant (J.V)	\$ 3,500.00	\$ 3,750.00

	2022-2023	2023-2024
MIDDLE SCHOOL		
Track and Field 3.30-5.21		
Head	\$ 2,000.00	\$ 2,250.00
Assistant	\$ 2,000.00	\$ 2,250.00
Assistant	\$ 2,000.00	\$ 2,250.00
CO-CURRICULAR Grade 1-12 Curriculum		
ELL Advocate	\$ 1,000.00	\$ 1,250.00
TAG Advocate	\$ 1,000.00	\$ 1,250.00
Newsletter Advisor	\$ 1,050.00	\$ 1,300.00
PBIS Coach	\$ 1,000.00	\$ 1,250.00
Curriculum Specialist	\$ 1,000.00	\$ 1,250.00
Outdoor School	up to 48 hr @ curriculum rate	up to 48 hr @ curriculum rate
DISTRICT-Curriculum and/or Ad Hoc		
Curriculum Rate (Per Hour)	\$30.00/hour	\$31.00/hour
Chaperone (HS, per season)	\$ 1,000.00	\$ 1,250.00
Extended Contract (per week per coach)	\$ 300.00	\$ 310.00
Driving reimbursement:		
0-100 miles	\$ 50.00	\$ 60.00
101-250 MILES	\$ 100.00	\$ 110.00
250-500 MILES	\$ 150.00	\$ 160.00
[If greater than 500 need a fellow driver]		
SUPERVISION OF EVENTS DONE BY AD AND ADMINISTRATORS; WHEN IT IS NOT, STAFF CAN BILL THE CURRICULUM RATE. THIS INCLUDE NON SCHOOL EVENTS LIKE REUNIONS AND FUNERALS.		

5.4

NOTE RESOLUTION #2022-4

A RESOLUTION OF NESTUCCA VALLEY SCHOOL DISTRICT NO. 101, TILLAMOOK AND YAMHILL COUNTIES, OREGON AUTHORIZING THE ISSUANCE AND SALE OF A TAX AND REVENUE ANTICIPATION PROMISSORY NOTE, SERIES 2022A; AUTHORIZING PARTICIPATION IN THE OREGON EDUCATION DISTRICTS SHORT-TERM BORROWING PROGRAM SERIES 2022A; APPROVING AND AUTHORIZING EXECUTION OF DOCUMENTS; PLEDGING FULL FAITH AND CREDIT AND FUNDS DEPOSITED IN A SPECIAL ACCOUNT; AND DESIGNATING A DISTRICT REPRESENTATIVE.

WHEREAS, the Board of Directors of Nestucca Valley School District No. 101, Tillamook and Yamhill Counties, Oregon (the "District"), finds that, prior to the receipt of sufficient monies from tax collections and from other available revenues, there is a need for the District to contract indebtedness not to exceed the limitations in Oregon Revised Statutes ("ORS") Chapter 287A.180, by the issuance of a short-term promissory note (the "Note") to meet the District's on-going expenses; and

WHEREAS, Oregon Revised Statutes Section 287A.180 permits the issuance of tax and revenue anticipation notes in an amount which does not exceed 80% of the taxes or other revenues, except grant moneys, that the District has budgeted or otherwise reasonably expects to have available to pay the Note and which mature not later than thirteen (13) months after the date the Note is issued; and

WHEREAS, the Oregon Education Districts Short-Term Borrowing Program (the "Program") is a structure whereby Oregon public school districts, education service districts and community colleges electing to participate in the Program (the "Participating Districts") may simultaneously issue their notes and, if desirable, provide for the issuance of a borrowing representing the payment obligations of all Participating Districts; and

WHEREAS, the District hereby selects Piper Sandler & Co., as Underwriter or Placement Agent for the Notes, and Hawkins Delafield & Wood LLP as Note Counsel for the issuance of the Notes; and

WHEREAS, the District has determined that participation in the Program is conditional upon the adoption and submission of this resolution (the "Note Resolution") and the District shall be deemed a Participating District of the Program upon receipt of this Note Resolution by Piper Sandler & Co.;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF NESTUCCA VALLEY SCHOOL DISTRICT NO. 101, TILLAMOOK AND YAMHILL COUNTIES, OREGON RESOLVES, as follows:

Section 1. Issuance of Promissory Note. The District authorizes the issuance of the Note for the purpose of meeting its on-going expenses and paying estimated costs of issuing the Note and participating in the Program. The Note shall be issued in an amount not to exceed \$1,015,000. The Superintendent or Chair of the District, Chief Financial Officer of Northwest Regional Education Service District or Business Manager of the Northwest Regional Education Service District is designated as the District Representative (each a "District Representative") or a designee of the District Representative to act on behalf of the District.

Section 2. Participation in Program. Upon the adoption and submission of this Note Resolution, the District does authorize and approve of participation in the Program with other Participating Districts. The District Representative is authorized to deliver this Note Resolution to Piper Sandler & Co., as evidence of the participation by the District.

Section 3. Distribution, Use of and Provision for Payment of Note. The Note proceeds less costs of issuance shall be deposited in the District's general fund, as a budget resource, as appropriated by each District.

The District covenants to appropriate sufficient funds for the payment of the District's Note together with interest thereon to the date of maturity and payment of the Note. The District shall establish a separate Series 2022A Tax Anticipation Note Payment Account, to which the District shall deposit ad valorem taxes or payment of revenues sufficient to pay the Note. Investment earnings, after full funding of principal and interest in the Series 2022A Tax Anticipation Note Payment Account, on a date as determined by the District Representative in accordance with the legal documents related to the Note, may be transferred to the District's general fund. The District shall appropriate as an interest expenditure the interest due on the Note.

Section 4. Security for the Note. The Note is payable from the general non-restricted revenues of the District and other funds which may be lawfully available for that purpose including the District's ad valorem property taxes subject to the limits of Article XI, Sections 11 and 11b of the Oregon Constitution. The District hereby pledges the full faith and credit of the District to the payment of principal of and interest on the Note. The District also hereby pledges the money and investments in the Series 2022A Tax Anticipation Note Payment Account to the payment of principal and interest on the Note.

Section 5. Estimated Costs of Issuance. The District agrees to pay its proportionate share of the estimated costs of issuance of the notes under the Program. Each District's proportionate share of the estimated costs of issuance shall be included in the principal amount of the note of each Participating District.

Section 6. Delegation to District Representative. The District Representative is hereby authorized by the Board to:

- a. determine the principal amount, interest rate, payment dates and all other terms of the Note;
- b. execute a Trust Agreement and/or certificate the Note payments with the payment of the notes of other Participating Districts and execute and deliver any other documents and take other actions required by the Program;
- c. select a commercial bank or another lender to provide the financing authorized by this Resolution. Subject to the limitations of this Resolution, the Note may be in such form and contain such terms as a District Representative may approve and may be accompanied by a Note Purchase Agreement or other documents; and
- d. execute and deliver any other certificates or documents and take any other actions which the District Representative determines are desirable to issue the Note, participate in the Program, and otherwise carry out this Resolution.

DATED this 13th day of April, 2022.

**NESTUCCA VALLEY SCHOOL DISTRICT NO. 101
TILLAMOOK AND YAMHILL COUNTIES, OREGON**

By: _____
Chair, Board of Directors

Board Report- Kellow

Special Programs

4/13/22

1. Special Education

- Cindy Van Leuven, K-5 Special Education Case Manager, has resigned. Her last day with the district will be Friday, April 15th. This obviously poses some significant challenges for the SPED Department. Fortunately, Jessica Elder will be taking over as the teacher for the remainder of the '21-'22 school year. Previously, Jessica has been the long term sub in our high school SPED program, as well as an SPED Instructional Assistant. She knows our students and what they need to be successful. I am very grateful to her for her willingness to step in and do what needs to be done for our students. I plan to support Jessica in this new position and will complete all paperwork, meetings and student transitions in order to stay compliant throughout the rest of the school year. Also, a huge shout out to our K-5 Team of IAs and Specialists for their support.
- Middle School and High School SPED programs are continuing to do very well with lots of student progress. The middle school students have been enjoying some classroom projects that they share with the school community (creating puzzles, art).
- Kindergarten SPED transition meetings are scheduled for May 6th. This process involves creating school age plans (IEPs), which differ from the early childhood plans (IFSP).
- Extended testing begins soon. Thank you to Carolyn Hill for stepping up and providing this for our district.
- Post High School transition is beginning for our seniors receiving SPED services. Our high school staff works very hard to support our students during this significant transition in their lives.

Federal Programs:

- We just applied for our REAP funding for the '22-'23 School year.



Diane Wilkinson
Early Learning Program Director
P.O. Box 33 Cloverdale OR 97112
Ph 503-392-3194 x455

April 12, 2022

NVSD Board of Directors,

We had our first Family Game Night in 2 years on Wednesday April 6th. The sunshine probably affected our attendance, but those who came enjoyed dinner from Los Caps, games and lots of time on the new playground with their siblings and parents. We look forward to more of these events!

Parent Teacher conferences went well with over 90% attendance, both virtually and in person, which was nice to accommodate busy schedules. We have 12 graduating to kindergarten!

We have secured some grants for those family nights as well as our landscaping projects. We are excited about the Peace Pole project with Jeremy Stroeber and plan to bring our cow back to life and create a beautiful space for the community to enjoy.

Some parents have inquired about summer programs here, so we are gauging the interest now, then will look at staff and schedules to see how we can best serve the community.

Recruitment for 2022/23 has begun, with our Coordinated Enrollment process through the Early Learning Hub. We hope with a new computer system it will run smoother than the past and not cause so much confusion for families. I am very involved with the whole process in Tillamook County so I can stay on top of any issues that come up right away.

Thank you for all you do,

Diane Wilkinson

NOTES FROM NESTUCCA HIGH SCHOOL

April 12, 2022

Recent Activities:

- Spring testing is in full bloom! Our juniors went through Science testing last week and are in Language Arts testing now. Math testing will begin in a few weeks. Even though the students do not have to pass these tests to graduate, the state is still requiring that they take them as juniors.
- Prom was this past Saturday and was enjoyed by all! The dance was at Chinook Winds Casino restaurant, where the kids were fed dinner, followed by the dance. We transported a few students who wanted to ride a bus down. The dance went off smoothly, and from all reports the kids had fun!
- All of our speech team members competed in District Speech two weekends ago, and every one of them qualified to go on to State! That is very impressive; these kids have worked hard, along with their coaches Heather Brown, Kathleen Serven and Tyler Bentley. The Students are: Kaitlyn Osias, Allison Blair, Neri Tate, Brooklyn Goodwin, Lionel Brown.
- Two of our students recently went to the statewide FFA convention; one ended up getting sick, yet was able to attend the last day. Both of these students were so excited about the convention and shared their involvement with others. Now more students want to go next year. Heather Brown is doing a great job of growing our FFA program. We even have three junior high students who have been coming up to FFA practice. They are currently practicing for a virtual dairy judging contest.
- The Spring Musical (Lil' Abner) rehearsals have also begun. The musical will be later this year, on May 20th & 21st.
- Every afternoon the high school is a hoppin' place, between Anime Club, Dungeons and Dragons, FFA practice, track, softball, baseball and the musical.
- We began forecasting for classes this past week. Cara and Daniela went down to the K8 to help with forecasting for next year's Freshman. Next year's Sophomores, Juniors and Seniors will be forecasting during advisory this week.

Upcoming Activities:

- District Honor Choir is this weekend and District Honor Band is next. We have students who were invited to participate in both of these performances.
- We have scheduled a Picture Retake Day for April 26th. Unfortunately, the photographer we have used for years is dropped out of communication and we didn't get the photos of the students that had them done on Retake Day in November. So, we have found another photographer who will be coming here and taking the missing student's photos, free of charge to the parents. He also will be helping us out with photographing our Seniors right before graduation.

Board Report
4/13/2022

We are going to be getting a new bus to replace bus 44 which was involved in the accident. We are fortunate that Western Bus has a bus in "stock" that meets our needs. We will possibly take delivery this spring, but most likely this summer. If we had to order a new bus the lead time for delivery would have been a year. Our insurance and adjuster have been great to work with through this process.

The new softball and baseball fields at the K8 have been a wonderful addition. The number of high school games that have been played to date are much greater than those that we would have been able to get in on the old fields. The fields should be even more durable next year as we continue to improve drainage and turf health. Also, the fields and facilities are seeing lots of community use with youth sports and other activities like the Lion's Easter Egg Hunt on Saturday. There were workers on site last week that remarked to me how amazed they were about the amount of use the fields were getting and how dedicated parents were to getting kids here to participate.

As you drive in you will see a new, not yet complete, drainage swale into the storm water retention pond. This is part of the overall work that will take place on the K8 Fields this summer. This portion of the work took place just prior to the latest rains and I was excited to see how well it performed during the storms despite being partially completed. The crew that did this work was the same one that worked for us last summer and will work for us again this summer, Benchmark Contracting. I am very happy to have them working for us.

Benchmark Contracting will be mobilizing to begin work approximately May 13 to begin construction on the track and field. This along with the shop project will create a very busy high school campus this summer and create some short term operational challenges. More to come on this as we get closer to construction.

The High School shop project is starting to get under way. The shop building has been clear thanks to Aaron, Ron and the students. Remediation is taking place in the building this week. O'Brien is scheduled to mobilize in June 6 with demolition slated to begin June 9. Also, we have been working with Jim Oeder from the Fire Department to provide a training opportunity for them using the old shop building. Currently, the fire department is scheduled to use the old shop building to conduct a training on Monday the 18th in the evening. They will be using smoke generators and ladders during their training. So, smoke will be coming from the building but it is not on fire and is planned.

Chad C. Holloway
Administrator of Facilities and Alternative Education
Nestucca Valley School District #101
(503)392-3194 x-427