

# Nestucca Valley School District

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## Nestucca High School Cafeteria

34660 Parkway Drive ♦ Cloverdale, Oregon 97112 ♦ (503) 392-3194

### Board of Director's Meeting

June 10, 2024

#### Notes:

**The Budget Hearing for the 2024-2025 Budget will occur simultaneously with this meeting.**

5:30 pm – BUDGET HEARING  
PULBLIC SESSION TO FOLLOW

#### Join Zoom Meeting

<https://us02web.zoom.us/j/81307776265?pwd=GcJdMOw7T417I9Hznp8zyvijhWfdaF.1>

Meeting ID: 813 0777 6265

Passcode: 783905

Dial: 1 719 359 4580 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-NESTUCCA HIGH SCOOL CAFETERIA-5:30 PM**

1.1 Call to Order

1.2 Call Budget Meeting to Order

Note: The Board will conduct a public hearing regarding the District's 2024-2025 budget. Members of the public wishing to discuss portions of the approved budget may do so at this time. If no one is in attendance to address the budget, the Board may address other items. Just prior to the closing of the public hearing, the Board is scheduled to take action adopting the budget as proposed/amended.

1.3 Public Testimony

1.4 Board Discussion

**Nestucca Valley School District**  
**NESTUCCA VALLEY SCHOOL DISTRICT BUDGET RESOLUTION # 2024-03**

**ADOPTING THE BUDGET**

**BE IT RESOLVED** THAT THE Board of Directors of the Nestucca Valley School District hereby adopts the budget for the fiscal year 2024-2025 in the total of \$18,614,747. This budget is now on file at the Nestucca Valley School District Office located at 36925 S Hwy 101, Cloverdale, OR 97112

**MAKING APPROPRIATIONS**

**BE IT RESOLVED** that the amounts shown below are hereby appropriated for the fiscal year beginning July 1, 2024 for the following purposes:

<b>GENERAL FUND</b>		<b>SPECIAL REVENUE FUNDS</b>	
1000 Instruction	4,201,279	1000 Instruction	2,364,318
2000 Support Services	4,280,234	2000 Support Services	1,215,133
5000 Other Uses		3000 Community Services	977,079
5100 Debt service	70,500	5200 Transfers of Funds	-
5200 Transfers of Funds	908,052	5300 Transits	730,000
6000 Contingency	180,950	<b>Total Special Revenue Funds</b>	<b>\$ 5,286,530</b>
<b>Total General Fund</b>	<b>\$ 9,641,015</b>		
7000 Unappropriated Ending Balance *	110,000		
<b>DEBT SERVICE FUND</b>		<b>CAPITAL PROJECTS FUND</b>	
5000 Other Uses		2000 Support Services	-
5100 Debt Service	3,327,202	4000 Facilities Acquisition & Construction	250,000
<b>Total Debt Service Fund</b>	<b>\$ 3,327,202</b>	<b>Total Capital Projects Fund</b>	<b>\$ 250,000</b>
		<b>TOTAL APPROPRIATIONS, All Funds</b>	<b>\$ 18,504,747</b>
		Total Unappropriated Amounts*	110,000
		<b>TOTAL ADOPTED BUDGET</b>	<b>\$ 18,614,747</b>

\* Unappropriated Ending Fund Balances are not appropriated

**IMPOSING THE TAX**

**BE IT RESOLVED** that the following ad valorem property taxes are hereby imposed upon the assessed value of all taxable property within the district for tax year 2024-2025:

- (1) At the rate of \$4.858 per \$1000 of assessed value for permanent rate tax
- (2) In the amount of \$2,430,000 for debt service on general obligation bonds

**CATERGORIZING THE TAX**

**BE IT RESOLVED** that the taxes imposed are hereby categorized for purposes of Article XI section 11b as:

<u>Subject to the Education Limitation</u>	
Permanent Rate Tax	\$4.858/ per \$1000
<u>Excluded from Limitation</u>	
General Obligation Bond Debt Service	\$2,430,000

The above resolution statements were approved and declared adopted on the 10th day of June 2024:

\_\_\_\_\_  
Joseph Boyd, Board Chair

\_\_\_\_\_  
Misty Wharton, Superintendent

1.5 Recommendation- Approve the Nestucca Valley School District Budget, Resolution #2024-03 (Attachment 1.5)

MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

1.6 Adjourn Budget Meeting

**2.0 OPENING OF PUBLIC SESSION – Nestucca High School-Following Conclusion of Budget Meeting**

2.1 Public Session Call To Order

2.2 Flag Salute

2.3 Attendance:

- \_\_\_ Joseph Boyd, Board Chair
- \_\_\_ Wally Nelson, Vice Chair
- \_\_\_ Diane Boisa
- \_\_\_ Irene Barajas
- \_\_\_ Marty Wisehart
- \_\_\_ Misty Wharton, Superintendent
- \_\_\_ Ken Richwine, High School Principal
- \_\_\_ Megan Kellow, Special Programs Administrator
- \_\_\_ Kristina Albin, K8 Principal

Approval of Agenda – June 10, 2024

Recommendation: Approval of Agenda

MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

**3.0 COMMUNITY/SCHOOL PRESENTATIONS**

**4.0 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.*

**5.0 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.*

- 5.1 Board Minutes from May 20, 2024 (Attachment 5.1)
- 5.2 May 2024 Financial Report (Attachment 5.2)
- 5.3 Ratification of Employment (Attachment 5.3)
- 5.4 Administrative Employee (MOA) Contracts (Attachment 5.4)
- 5.5 Confidential Employee (MOA) Contracts (Attachment 5.5)
- 5.6 Second Reading of School District Policy – Adoption (Attachment 5.6 with requested revisions)
  - Policy: EFA – Local Wellness**
  - Policy: BD/BDA – Board Meetings**
  - Policy: BDC – Executive Sessions**
  - Policy: GCPC/GDPC – Retirement of Staff**

MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

**6.0 ACTION /DISCUSSION**

6.1 Recommendation: Approve – Approve the proposed Collective Bargaining Agreement for July 1, 2024 to June 30, 2025, as negotiated by the district and the NAEA group (Attachment 6.1)

Explanation: The district and licensed union engaged in negotiations around compensation only, and will open the contract again next year. Thank you to the licensed group for their continued collaboration.

MOTION: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

6.2 Recommendation: Approve tuition for the 2024-2025 school Year at the Nestucca Valley Early Learning Center (Attachment 6.2)

Explanation: Administration is reaching various ways to implement changes to the Pre-School funding model in order to remain financially viable. The establishment of tuition, for those well about the poverty level, is standard practice for Pre school programs across the state. For the 2025-2026 we will work to become certified in a state program that allows for full reimbursement for most parents. The tuition fees for 2024-2025 match those of other local rural school districts.

MOTION: \_\_\_\_\_ 2nd: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

6.3 Recommendation: Approve the Superintendent Contract for a new three year agreement between the NVSD and Superintendent Misty Wharton for 2024-2027.

Explanation: NVSD Board of Directors has offered a new three year contract to Superintendent Wharton.

MOTION: \_\_\_\_\_ 2nd: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

6.4 Recommendation: Approve the purchase of a school bus from Tillamook School District (Attachment 6.4)

Explanation: The district has been borrowing this bus from TSD #9 for most of the school year and is thankful for the ability to purchase.

MOTION: \_\_\_\_\_ 2nd: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

6.5 Recommendation: Approve changes of the CTE Foundation Bylaws (Attachment 6.5)

Explanation: These changes allow for a Board members of each Tillamook County school district as well as a Tillamook Bay Community College Board members to join the governance team of the foundation. This bylaw change will support our countywide initiative to increase opportunity in CTE offerings for Tillamook county students.

MOTION: \_\_\_\_\_ 2nd: \_\_\_\_\_ AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

**7.0 INFORMATION/ DIRECTOR QUESTIONS**

7.1 Admin Reports (Attachment 7.1)

7.2 Board of Directors Update

7.3 Early Literacy Grant

**8.0 EXECUTIVE SESSION**

8.1 Records Exempt from Public inspection (ORS 192.660(2)(f)).

To consider information or records that are exempt from public inspection, including, letters from attorney, student records and personnel files.

Legal Records Examination.

8.2 Return to Public Session

**9.0 FURTHER BUSINESS**

**10.0 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.

**Board of Director's Meeting**

**Minutes- May 20, 2024**

**OPENING OF PUBLIC SESSION**

The meeting was called to order by Board Chair Boyd at 6:00 pm. Board Chair Boyd led the Pledge of Allegiance.

**Attendance:**

- X - Joseph Boyd-Board Chair- Present
- X - Wally Neson-Vice Chair-Present
- X - Diane Boisa-Present
- X - Irene Barajas-Present
- X - Marty Wisheart-Present
- X - Misty Wharton, Superintendent-Present
- X - Ken Richwine, High School Principal - Present
- X - Megan Kellow, Special Programs Administrator-Present
- X - Chad Holloway, District Facilities and Alternative Education Administrator-Not Present
- X - Kristina Albin, K8 Principal-Not Present

**Patrons, Students and Staff:** Pedro Sandoval, Eric Chavarin, Junior Toro, Henry Ozuna, Ellie Vu, Tanner Mannen, Molly Sears, Keith Serven, Kathleen Serven, Evan Serven, Peter Deam, Tami Flintner, Alyssa Manzonie, Heidi Schultz, Delia Alcanat, Jason Hagan, Kim Cavatorta, Mark Cavatorta, Mia Cervantes, Betsy Mondragon, Daisy Camacho, Sydney Leja, Greys Rojo, Ryan Castro, Jason Schaefer, Juan Jimenez, Sherry Hartford, April Bailey, Natasha Durgan, Steve Gill, S. Gill, Miyles Dodson, Alex Croke

**Zoom:** Kaelin Longanecker, Katy, Epiphany, Jennise Greenfield, Adam, Mary, Jessica Elder, Tera VanDyke, Rachel Pettit, CJ, Bobbie Stirling, Mal, Dia Norris, Izy, Patricia, Morgan, Tana Higdon

**Approval of Agenda – May 20, 2024**

**MOTION:** Diane Boisa 2nd: Wally Nelson AYES: 4 NOES: 0 ABSTAIN: 0

Mr. Wisheart was not present for first motion.

## COMMUNITY/SCHOOL PRESENTATIONS

### Ken Richwine, Nestucca High School Principal – Graduation and Intervention Plan

Mr. Richwine said there are 36 seniors, with 6 working pretty hard to make it. If there are any students who do not make it, we have a plan for summer school to complete what is needed. There are a few teachers who will work throughout the summer. This summer there will also be an art class offered that can get them a jump start on credits for next year.

Mr. Richwine explained that out of the senior cohort, there have been seven students who have moved away sometime between their freshman year and now. Four of those students have registered with other school districts, leaving three that have not registered. As the last school they were registered at, they will be counted in this graduating class as drop-outs, even though they have not been enrolled with us for years.

Mr. Richwine said that each student's summer school plans will be very individualized to meet each of their needs. Mrs. Wharton added that in previous summers, there have been a lot of credits that have been recovered. Graduation will be at 7:00 pm on June 7<sup>th</sup> at Nestucca High School.

### Sydney Leja, Art Teacher – Art students and student council

Alyssa Manzonie shared that student council made cards for each of the teachers for teacher appreciation week. Each teacher also received a gift card for Yellow Dog Espresso. They also organized more personal thank you notes from students in each advisory and handed those out.

Alyssa said that Nestucca Games start Thursday. They have a bunch of games and activities planned. Dress up days are scheduled and all activities will run from Thursday through June 3<sup>rd</sup>.

Alyssa shared that she and Vanessa Perez will be next years student council presidents. They will hold interviews next year to pick their team. Alyssa said it has been a really good year.

On Friday from 5:00-7:00 pm at the Oar House, the Junior class will be doing a fundraiser. During the hours of 5:00-7:00 pm, anyone can order the "bobcat meal" and a percentage of the proceeds will go to the junior class.

### Kathleen Serven and members of the Wizard of Oz cast

Mrs. Serven said the spring musical this year was the Wizard of Oz. There were 75 kids involved all together, with over 40 of those being students from the K8. Mrs. Serven said they had a blast! It was a lot of work but a huge reward in the end. Mrs. Serven said it was great to see all the community involvement as well.

A group of students sang "Follow the Yellow Brick Road" which was followed by a huge round of applause!



## PUBLIC COMMENT

Kathleen Serven said she has a son that loves soccer and that is why she is here tonight. Her focus however, is on current high school students with the desire to have a soccer team. Mrs. Serven said when considering adding an OSAA team, there are many things to take into consideration.

Mrs. Serven said the current list of kids wanting to participate in soccer includes all boys and one girl. Due to Title IX requirements, if a girls team is not offered, they must be allowed to try out and play on the same basis as the boys. Mrs. Serven contacted Monica, head of soccer at OSAA, and our athletic director would have to contact the Executive Director and ask for an exemption for a coed team.

Mrs. Serven said there is a more than adequate number of students interested. A soccer team needs 11 players. We currently have 17 kids plus three who are interested.

In regards to field space, Mrs. Serven spoke with coach Peter Deam, who thought it made sense to keep the K8 field going with the K8 soccer student's practices. Mrs. Serven said the high school field already has the lines painted for soccer. She proposes there is a shared field concept like the boys and girls basket ball teams do. One week soccer would practice after football, the next week football would practice after soccer.

Mrs. Serven said we already have soccer coach Peter Deam, willing and excited to coach high school soccer. With the location and size of our district, Special District 2 seems to be the league to join. Mrs. Serven added that some have suggested just doing a soccer club. This would be a disservice she feels because there aren't other club teams to play at the 14+ level.

How would this impact fall sports? Mrs. Serven compared the rosters of last years fall sports with the students interested in playing soccer. Only one student was on the football team and only one student was in cross country. If anything, Mrs. Serven said, the players would be in great shape to start winter sports such as basketball. Mrs. Serven said having a boys coed soccer team would be a very positive thing for many of our students.

Mrs. Wharton added that she and Peter Deam have been talking about this for a few months. Due to the fact that there are not any 2A soccer teams, we would have to co-op with another high school. Taft would be a natural fit but with the number of kids the two schools have, it would push us to the 4A level. Mrs. Wharton said that Taft did not want to compete on the 4A level. We may still have the opportunity to co-op with Tillamook. Mrs. Wharton explained that to co-op with Tillamook, that means we would play on their team and go off their already built schedule. Further conversations need to take place with Mrs. Wharton, Mr. Deam, the athletic director and Mr. Richwine. Mrs. Wharton thanked Mrs. Serven for her time.

April Bailey said she wished to address the board about trust as the necessity for transparency. The district has often said to trust good intentions on behalf of the district and that they make decisions on what is best for kids. Mrs. Bailey feels that admin has continued to destroy trust by asserting unnatural authority over the students and patrons. Mrs. Bailey gave examples such as parents no longer being able to walk their students down to the classroom each morning without explanation. Mrs. Bailey said that parents have asked in public that their students be given homework, but feels that administration

has refused that request. Mrs. Bailey said police have been notified for parking violations and were recently notified that she was going to write an article about the recent arrest, which she says was not true. Mrs. Bailey added that tonight, the board will adopt policies on the consent agenda without even discussing them. Mrs. Bailey wanted to point out that the school board has made great improvements for transparency, such as notifications of meetings, board packets and minutes available to the public, thank you. Mrs. Bailey added, Jesus said the truth will set you free. The three minute time limit was reached.

Ms. Boisa requested that policies EFA, BD/BDA, BDC and GCPC/GDPC be pulled from the consent agenda. She would like to see the edited, clean version before voting on it. Mrs. Wharton said yes, we can do that.

#### **CONSENT AGENDA—consolidated motion**

- Board Minutes from April 15, 2024
- April 2024 Financial Report
- Ratification of Employment
- Strategic Plan

Policies were pulled from the consent agenda for clean edited version to be presented at the next board meeting.

**MOTION:** Daine Boisa 2nd: Marty Wisehart AYES: 5 NOES: 0 ABSTAIN: 0

#### **ACTION DISCUSSION**

There were no action items this evening.

#### **INFORMATION/DIRECTOR QUESTIONS**

Superintendent Wharton said the admin team did a great job getting their reports in, she will be giving a verbal report. It has been extremely busy these last few weeks and time has flown by.

The Strategic Plan is in the packet. Mrs. Wharton said she would like to thank the community members that were involved in that three day process. Mrs. Wharton explained the first day was community and staff, the second day was staff only, and the third day was the Board of Director's and herself. Mrs. Wharton said you will see the list of the 20 objectives for our district. The Board looked at all the input and put the 20 objectives into order by what they deemed to be the most important for our district. This gives a clear roadmap for her and the administrative team, on what they implement and change in the school setting. There is also a new vision and mission statement, so you will see us start to create a brand around the new vision and mission statement.

Mrs. Wharton said we are having some quality applicants apply for jobs. We have met with both unions and each has agreed to switch to One Digital for health insurance. This will create a 4% increase for licensed staff and a 7% increase for classified staff. The union hasn't voted on the licensed contract yet, so we don't know the total COLA they will receive. We do know whatever it is, its plus 4% based on their health insurance move. With the 7% increase with classified staff, that will push them up to a 10% increase in wages, making it a much more competitive wage. Mrs. Wharton said you will see those contracts at the next board meeting as well as budget at the next meeting. In regards to the TANF, we will be notified soon as to who picked up the short term debt. Mrs. Wharton said going off recent projections, she would guess it to be somewhere between 4 and 5.5 %. We will turn around and pay that off in December. This year the administrative team is not going to go on a retreat, we decided to work within the district in August, with a focus on professional development around the Strategic Plan, as well as evaluation processes and tools.

There were no Board of Director's updates. Ms. Boisa wanted to know how the CTE meeting went that Mr. Wisehart attended? Mr. Wisehart said it was his first meeting but that it went great. It was a chance for him to kind of get up to speed on what was going on. Ms. Boisa asked if he thought it was going to work for him to be a part of? Mr. Wisehart said yes, he thinks it will work fine for him. Mrs. Wharton added there is a lot of momentum in that right now, and not just at our level but also the state.

Mr. Holloway said last Wednesday, they hosted Dan Finley at their TEC meeting. Mr. Finley works on CTE for the Oregon Department of Education. On Thursday he came to see the High School CTE building and they also visited the K8 campus. Mr. Holloway said they had some really good conversations and he is enthusiastic and really sees the value in the model we are driving towards. Mr. Holloway said we don't have the resources for funding that the larger schools have. Mr. Finley connected us with his boss at ODE and she is also very interested in what we are doing.

Mrs. Wharton said next year's plan for carpentry is one teacher for the county. There is such a desire in the electrician world, that we are onboarding a county wide employee to set the programming up for electrical. Mrs. Wharton said there would be four separate pathways within that program. The following year we would set the pre-apprenticeship and apprenticeship up in electrical. Mrs. Wharton said we also have welding that can be launched anytime because each district has welding. Mrs. Wharton said the next process is to look through the ag lens countywide and figure out programming. There are many different things that can fit in the ag lens, including hospitality. Hospitality is a big one that our kids are interested in. Criminal justice was another one of high interest.

Mrs. Wharton said she went to visit Sheridan last week with the Superintendent from Neah-kah-Nie. They are doing similar things and the programs they are launching are diesel mechanics and fire. The idea is if we have a kid who is interested in diesel mechanics and we don't have that capacity, they could travel 30 minutes and be apart of that program. Mr. Wisehart said that it is great that ODE see's value in what we are doing and can possibly help us figure out funding. Mrs. Wharton said we are unique in the state with the pre-apprenticeship piece and being employable right out of high school if they want to be. The collaboration between the districts and the college is unique and has been a great asset.

Mrs. Wharton said in attachment 6.3, you will find an updated Talented and Gifted (TAG) handbook. Robin Richwine is our TAG coordinator. You will see the handbook as well as three forms that are used internally. The first one is a summary report, the second is for parents if they want to go through the appeal process and the third is a scoring metric. Mrs. Wharton gave a big thank you to Robin Richwine and all her work on this.

Mr. Wisehart had a question on what TEC was? Mr. Holloway said that is the Tillamook Education Consortium, it is composed of the three school districts (NVSD, TSD & NKN) along with TBCC and Northwest Regional ESD. Mrs. Wharton said it has been going for over 20 years. Mrs. Wharton added the basis there is that it creates a special pool of money from the Northwest Regional ESD. They have to pass through a certain amount of money for the number of kids in a county, that is why the three school districts work together. Countywide, we get around \$300,000 from the ESD and income revenue from grants.

Mrs. Wharton said there is a chance our high school CTE building will get the Top DJC Award of 2024. We are one of the 20 finalists. Two years ago we took the top award in the state for our K8 building.

Mrs. Wharton said one of the things she wants to propose at the next board meeting is the possibility of preschool tuition at a low level monetarily. It is imperative that we do it to sustain the program. The money from the state has actually decreased each year. Mrs. Wharton explained that it is a program that we have had to supplement from the general fund. The tuition would ensure that we could have the personnel required to run the program.

Heidi Schultz shared an example of a tuition model that reflects the federal poverty levels. Next year we will open up to two classrooms again, each classroom with 18 students. We have 13 preschool promise slots which are state funded and as of now, none of the other slots are funded. Ms. Schultz said we are looking into reintroducing tuition to fund the 25 other slots. Not all of them will meet this criteria and if they fall below the state poverty level, they will have a free tuition base. Based on percentages, they could have a reduction of tuition. Ms. Schultz said she went off the 2024 federal poverty levels to give you an idea what income would be. Mrs. Wharton said there will likely be a few that fall below and the district would cover that. As an example, the most out of pocket could be \$550 a month, with \$385 as the lowest reduction. Mrs. Wharton said she will put it as an action item next

month and if the board wants to change some things we can. Irene Barajas commented as a childcare professional, the tuition rates that are being proposed are very reasonable.

Mr. Nelson wanted to commend the teachers and students for how the students behaved during the Wizard of Oz production. Mr. Nelson attended the first showing where students from the high school and the K8 were present. Students were quiet and respectful and he was very pleased by how they all conducted themselves.

Ms. Boisa said she went to the performance on Friday night and it was wonderful. Ms. Boisa added that we have a member of the orchestra on our Board. These orchestra is made up of community members donating their time and it is wonderful. Ms. Boisa said all the kids were fantastic, but there are a lot of people behind the scenes working hard to make the production possible that don't get enough recognition. At Ms. Boisa's cue, the room gave a big round of applause for our behind the scenes crew!

#### **EXECUTIVE SESSION**

To discuss matters pertaining to or examination of the confidential records of a student (ORS 332.061(1)(b)).

Recent student discipline

The Board of Director's, Superintendent and Board Secretary, moved to Executive Session at 6:48 pm.

Returned to Public Session at 7:40 pm

#### **FURTHER BUSINESS**

Mr. Nelson made a request for a mic for public comment so people can hear better.

#### **ADJOURNMENT**

The meeting was adjourned by Board Chair Boyd at 7:42 pm.

**Nestucca Valley School District  
Financial Report  
2023-2024**

For Period Ending May 31, 2024

**General Fund - Revenue & Expenditures by Object Code**

	Budget	Actual	Encumbrances	Variance
<b>Revenue:</b>				
1111 Current Taxes	\$ 6,767,100	\$ 6,975,405	\$ -	\$ 208,305
1112 Prior Taxes	150,000	92,132	-	(57,868)
1190 Interest on Taxes	1,000	7,528	-	6,528
1510 Interest	45,000	143,788	-	98,788
1790 Extra Curricular Activities	-	1,990	-	1,990
1920 Contributions & Donations	10,000	21,721	-	11,721
1960 Recovery of Expenditures	20,000	92,745	-	72,745
1990 Miscellaneous Revenue	25,000	46,847	-	21,847
1991 E-Rate Reimbursement	-	18,220	-	18,220
<b>Total Local Revenue</b>	<b>7,018,100</b>	<b>7,400,376</b>	<b>-</b>	<b>382,276</b>
2101 County School Fund	460,000	322,765	-	(137,235)
2102 General Education Service District	75,000	-	-	(75,000)
2199 Other Intermediate Sources	-	1,463	-	1,463
<b>Total Intermediate Revenue</b>	<b>535,000</b>	<b>324,228</b>	<b>-</b>	<b>(210,772)</b>
3101 State School Fund Grant	-	180,825	-	180,825
3103 Common School Fund	45,000	33,222	-	(11,778)
3104 State Timber Revenue	350,000	1,067,949	-	717,949
3199 Unrestricted Revenue	30,000	-	-	(30,000)
<b>Total State Revenue</b>	<b>425,000</b>	<b>1,281,996</b>	<b>-</b>	<b>856,996</b>
5200 Interfund	140,000	-	-	(140,000)
5300 Other Sources	-	400	-	400
5400 Beginning Fund Balance *	500,000	967,991	-	467,991
<b>Total Other Sources</b>	<b>640,000</b>	<b>968,391</b>	<b>-</b>	<b>328,391</b>
<b>Total Revenues</b>	<b>\$ 8,618,100</b>	<b>\$ 9,974,991</b>	<b>\$ -</b>	<b>\$ 1,356,891</b>
<b>Expenditures:</b>				
100 - Salaries	\$ 3,776,080	\$ 3,503,195	\$ 713,021	\$ (440,136)
200 - Benefits	2,558,846	2,318,756	496,307	(256,217)
300 - Purchased Services	752,750	805,227	187,741	(240,218)
400 - Supplies & Materials	322,724	410,050	138,844	(226,170)
600 - Other Objects	424,750	500,365	4,597	(80,212)
700 - Transfers	492,000	492,000	-	-
800 - Operating Contingency	180,950	-	-	180,950
800 - Unappropriated EFB	110,000	-	-	110,000
<b>Total Expenditures</b>	<b>\$ 8,618,100</b>	<b>\$ 8,029,593</b>	<b>\$ 1,540,510</b>	<b>\$ (952,003)</b>

**Nestucca Valley School District  
 Financial Report  
 2023-2024**

For Period Ending May 31, 2024

**Special Revenue Funds - Revenue & Expenditures by Object Code**

Revenue:			Encumbrances	Variance
Local Revenue	\$ 325,000	\$ 219,077	\$ -	\$ (105,923)
State Revenue	1,926,173	1,025,593	-	(900,580)
Federal Revenue	1,208,228	790,741	-	(417,487)
Interfund Transfers	50,000	50,000	-	-
Sale of Fixed Assets	-	20,000	-	20,000
Beginning Fund Balance *	365,000	200,985	-	(164,015)
<b>Total Revenues</b>	<b>\$ 3,874,401</b>	<b>\$ 2,306,396</b>	<b>\$ -</b>	<b>\$ (1,568,005)</b>
Expenditures:				
100 - Salaries	\$ 1,056,108	\$ 974,849	\$ 226,029	\$ (144,770)
200 - Benefits	792,479	643,114	175,014	(25,649)
300 - Purchased Services	371,525	130,717	74,218	166,590
400 - Supplies & Materials	757,289	462,174	64,869	230,246
500 & 600 - Capital & Other Objects	27,000	101,167	11,140	(85,307)
700 - Transits	870,000	419,707	237,543	212,750
<b>Total Expenditures</b>	<b>\$ 3,874,401</b>	<b>\$ 2,731,728</b>	<b>\$ 788,813</b>	<b>\$ 353,860</b>

**Nestucca Valley School District  
Financial Report  
2023-2024**

For Period Ending May 31, 2024

**General Fund - Revenue & Expenditures by Function Code**

	Budget	Actual	Encumbrances	% Remaining	Variance
<b>Revenue:</b>					
Local Revenue	\$ 7,018,100	\$ 7,400,375	\$ -	-5.45%	\$ 382,275
Intermediate Revenue	535,000	324,228	-	39.40%	(210,772)
State Revenue	425,000	1,281,996	-	-201.65%	856,996
Transfers	-	400	-	0.00%	400
Beginning Fund Balance *	640,000	967,992	-	-51.25%	327,992
<b>Total Revenues</b>	<b>\$ 8,618,100</b>	<b>\$ 9,974,991</b>	<b>\$ -</b>	<b>-15.74%</b>	<b>\$ 1,356,891</b>
<b>Expenditures:</b>					
1000- Instruction	\$ 3,794,752	\$ 3,330,636	\$ 871,382	-10.73%	\$ (407,266)
2000- Support Services	3,969,898	4,166,070	669,128	-21.80%	(865,300)
5100- Debt Service	70,500	40,887	-	42.00%	29,613
5200- Transfers	492,000	492,000	-	0.00%	-
6100- Operating Contingency	180,950	-	-	100.00%	180,950
7000- Unappropriated EFB	110,000	-	-	100.00%	110,000
<b>Total Expenditures</b>	<b>\$ 8,618,100</b>	<b>\$ 8,029,593</b>	<b>\$ 1,540,510</b>	<b>-11.05%</b>	<b>\$ (952,003)</b>

For Period Ending May 31, 2024

**Special Revenue Funds - Revenue & Expenditures by Function Code**

	Budget	Actual	Encumbrances	% Remaining	Variance
<b>Revenue:</b>					
Local Revenue	\$ 325,000	\$ 219,077	\$ -	32.59%	\$ (105,923)
State Revenue	1,926,173	1,025,593	-	46.75%	(900,580)
Federal Revenue	1,208,228	790,741	-	34.55%	(417,487)
Interfund Transfers	50,000	50,000	-	0.00%	-
Sale of Fixed Assets	-	20,000	-	0.00%	20,000
Beginning Fund Balance *	365,000	200,985	-	44.94%	(164,015)
<b>Total Revenues</b>	<b>\$ 3,874,401</b>	<b>\$ 2,306,396</b>	<b>\$ -</b>	<b>40.47%</b>	<b>\$ (1,568,005)</b>
<b>Expenditures:</b>					
1000- Instruction	\$ 1,247,598	\$ 1,079,172	\$ 237,535	-5.54%	\$ (69,109)
2000- Support Services	811,180	485,593	145,137	22.25%	180,450
3000- Community Services	945,623	692,765	145,799	11.32%	107,059
4000- Facilities Acquisition & Const	-	54,491	22,800	0.00%	(77,291)
5300- Transits	730,000	419,707	237,543	0.00%	72,750
<b>Total Expenditures</b>	<b>\$ 3,734,401</b>	<b>\$ 2,731,728</b>	<b>\$ 788,814</b>	<b>5.73%</b>	<b>\$ 213,859</b>





5.4



## NESTUCCA VALLEY SCHOOL DISTRICT

P.O. Box 99, Cloverdale, Or. 97112 503-392-3194

*A community committed to cultivating every  
student's personal success.*

**Misty Wharton**  
*Superintendent*

**Megan Kellow**  
*Special Programs Administrator*

**Ursula McVittie**  
*Human Resources Manager*

**Sarah Lewis**  
*Executive Assistant & Board Secretary*

**Alex Croke**  
*District Office Manager*

**MEMORANDUM OF AGREEMENT  
between  
NESTUCCA VALLEY SCHOOL DISTRICT  
and  
District Administrators  
July 1, 2024 – June 30, 2025**

This agreement shall constitute the understanding between Nestucca Valley School District (NVSD) and the Administrator, regarding wage and benefits provisions for the 2024-25 contract year. The Board reserves the right to alter these provisions should the Board determine financial exigencies require such a change.

### **I. Salary**

- A. For the 2024-25 school year, the Administrator will have an annual salary based on the salary schedule.
- B. Administrative scope of responsibilities are defined within the administrator's individual job description.
- C. Administrative positions are 220 days unless otherwise determined. The decision regarding administrative contract length will be reviewed by the Superintendent upon written request from the administrator.
- D. The administrator shall pay the employee PERS contribution.

### **II. Benefits**

1. Medical, Dental, Vision Coverage: The District shall contribute funds toward medical, dental, and vision coverage as follows for eligible employees and their eligible dependents. Eligibility is based on employee FTE (full-time equivalency). All insurance program benefits will be available to employees. Spouses/domestic partners, and dependent children may utilize the benefits eligible employees utilize. Please note: domestic partners and children of domestic partners who are not also the child(ren) of the employee are not eligible for FSA, HSA, or HRA benefits under IRS rules and employees must pay the imputed value for any premiums paid by the district for domestic partners and children of domestic partners who are not also the child(ren) of the employee.
  1. Medical: The District will pay the full premium based on tiered rates for Moda Plan 5 with a Group HRA. The District will fund the Group HRA such that the deductible will be \$350 per covered person, maximum three per family, and with a maximum out-of-pocket of \$2,850 (\$2,875 if non-PCP360), maximum three per family.

For the 2024-2025 Plan Year, these amounts are as follows for Moda Medical Plan 5:

Deductible Expenses:

- First \$350 of deductible expenses: Employee Responsibility
- Next \$1,750 of deductible expenses: Reimbursed by the HRA @ 75% (\$1,312.50 HRA / \$437.50 Employee)

Co-Insurance & Copay Expenses:

- First \$2,087.50 of co-insurance & copays: Employee Responsibility
- Next \$3,012.50 of co-insurance & copays: Reimbursed by the HRA

If a participant incurs out-of-network expenses, the HRA will look at the first \$2,100 of deductible expenses and the first \$5,100 of coinsurance/copay expenses whether they are in or out of network, with maximum disbursements of the amounts listed above.

Group HRA reimbursements are available only for qualifying expenses that are described in the Moda Plan 5 certificate of coverage, and which are applied to the health plan's maximum out of pocket limit including deductible, coinsurance, and copays. Reimbursements are only available for qualifying expenses incurred while the member is enrolled in the Group HRA plan. Expenses are incurred when care is provided rather than when the enrollee is billed or payment for the service is made. Claims for reimbursement must be submitted on or before each December 31 for expenses incurred during the preceding plan year (currently October 1 through the following September 30), or within 90 days after termination of medical benefits if medical benefits through the district were to end prior to September 30.

2. Dental: The District will pay the full tiered premium rates for Delta Dental Premier Plan 6.
3. Vision: The District will pay the full tiered premium rates for Moda Quartz Plan or VSP Choice.
4. Employees may select a more expensive Dental and/or Vision Plan than those designated above. Monthly dental, vision, and life insurance premium costs in excess of the designated plans are the responsibility of the member.
5. Opt Outs: 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 from the District an amount equal to 40% of the Moda 5 Family Tier premium rate, regardless of the employee's tier eligibility, 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.

- b. Year one opt-out- 40% of the Moda 5 Family Tier rate from the District.
- c. Year two opt-out 45% of the Moda 5 Family Tier rate from the District.
- d. Year three opt-out and all other consecutive years 50% of the Moda 5 Family Tier rate 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.

#### B. Disability Insurance

NVSD will provide premium payment for disability insurance for each administrator. The maximum monthly benefit is sixty percent (60%) of the administrator's monthly salary, with a waiting period of sixty (60) days. Income from other sources, including but not limited to earnings from NVSD or other employers, Social Security and/or PERS disability payments, unemployment compensation and Workers' Compensation will offset the long-term disability benefits available through this provision.

#### C. Life Insurance

NVSD will provide paid group life insurance to each administrator. The face value of the policy shall be equal to the administrator's salary rounded to the nearest \$1000. This insurance provides accidental death and dismemberment benefits. \*

*\* Benefits A, B, and C are offered in accordance with and subject to the actual insurance policies and rules and regulations of the underwriter carrier. The terms of the actual insurance plan govern these benefits. The insurance plan year is from October 1 through September 30.*

#### D. Sick Leave

The District will provide each administrative employee one day per month sick leave each year, in accordance with ORS 332.507. 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 five (5) consecutive days' absences, employees may be required to furnish a certificate issued by a licensed physician or other satisfactory evidence of illness to the Superintendent.

The District will comply with State and Federal law concerning OFLA, FMLA and OPFMLI leaves pursuant to application and eligibility.

#### E. Emergency and Personal Business Leave

Administrators are provided three days of emergency or personal/ business leave per year. These days do not accumulate from year to year. Personal business leave will not be available for recreational purposes, to extend a vacation or holiday, or for personal illness if the Administrative staff member has accrued sick leave.

#### F. Bereavement Leave

Administrative employees shall have available from the District, one regular work week of paid bereavement leave per year. An Administrative employee may also qualify for up to twenty (20) days bereavement leave under OFLA. Eligibility determination is made by OFLA application. "Family" for OFLA eligibility is defined in statute as: parents, spouses and children, domestic partners and their parents and children, siblings and their spouses/domestic partners, grandparents, parents in law, and individuals related by blood or affinity that is equivalent of a family member.

OFLA Bereavement leave is limited to 2 weeks per event and a total of 4 weeks per leave year. OFLA Bereavement leave will count toward the total amount of OFLA eligible leave. If both are approved, District and OFLA Bereavement Leaves will run concurrently.

#### G. Professional Development

Upon application by the administrator and approval by the Superintendent or designee, NVSD will pay for college credit tuition for classes directly related to the Administrator's position. All applications must be made in advance. Proof of satisfactory completion of the class or classes will be required for

reimbursement. A maximum of 4 credit hours of college credit per year will be reimbursed at the current per credit graduate rate established by Portland State University. The value of the credits may be used by the Administrator to attend non-credit conferences/workshops with prior approval and reimbursed upon completion.

**H. Professional Memberships**

NVSD will pay annual COSA dues for each Administrator if requested. If an administrator chooses to not join COSA, s/he may use the amount equivalent to the cost of the COSA dues toward another professional membership upon approval by the Superintendent.

**I. Holidays**

NVSD shall provide eleven paid holidays per year. The holidays are: Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day following Thanksgiving, Christmas, New Year's Day, Martin Luther King Jr. Day, President's Day, and Memorial Day and Juneteenth.

**J. Mileage Reimbursement**

NVSD shall provide mileage reimbursement at the rate established by board policy DLC.

**III. Layoff**

Administrators shall be subject to layoffs if the Board determines layoffs are necessary. Administrators with licenses issued by Teachers Standards and Practices Commission (TSPC) will be laid off in accordance with Board Policy CPA and its Administrative Regulation and any applicable statute. When a layoff occurs, the District will inform the administrator as soon as practicable. The District will make an attempt to provide a 30-day notice before the effective date unless the layoff is the result of an unexpected change.

**IV. Post-Retirement Employment**

- A. Administrators hired as a post-retirement employee shall be subject to Board Policy GCPC/GDPC and Administrative Rule GCPC/GDPC-AR.
- B. Administrators hired as post retirement administrators will not be eligible for the Disability or Life insurance described in II B and II C.

**V. Termination**

Employment may be terminated at any time, with or without cause. Prior to final dismissal action, the District will provide employee with notice of basis for the proposed dismissal and provide employee with an opportunity to respond.

**VI. Entire Agreement**

This agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the School District and the Administrator. The waiver of any breach, term, or condition of the agreement by either party shall not constitute a precedent in the future enforcement of all of the agreement's terms and conditions.

This agreement shall be effective as of July 1, 2024, and shall remain in effect through June 30, 2025.

This memorandum is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Joseph Boyd

\_\_\_\_\_  
Date

Board Chair

---

Misty Wharton  
Superintendent

---

Date

---

District Administrator

---

Date



# NESTUCCA VALLEY SCHOOL DISTRICT

P.O. Box 99, Cloverdale, Or. 97112 503-392-3194  
*Inspiring individual excellence, instilling diligence,  
and initiating life-long learning.*

**Misty Wharton**  
*Superintendent*  
**Megan Kellow**  
*Special Programs Administrator*  
**Chad Holloway**  
*District Administrator*  
**Ursula McVittie**  
*Human Resources Manager*  
**Sarah Lewis**  
*Executive Assistant & Board Secretary*

## MEMORANDUM OF AGREEMENT between NESTUCCA VALLEY SCHOOL DISTRICT and Confidential Employee July 1, 2024 – June 30, 2025

This agreement shall constitute the understanding between Nestucca Valley School District (NVSD) and the Confidential employee regarding wage and benefits provisions for the 2023-2024 contract year. The Board reserves the right to alter these provisions should the Board determine financial exigencies require such a change.

### I. Confidential Salary

- A. For the 2024-2025 school year, the Confidential Employee will have an annual salary based on the salary schedule.
- B. Confidential scope of responsibilities are defined within the confidential employee’s individual job description.
- C. Confidential positions contract days are determined by the Superintendent.
- D. Newly hired confidential staff salaries shall be determined by the Superintendent.
- E. Confidential staff shall pay the employee PERS contribution.

### II. Benefits

- A. Medical, Dental, Vision Coverage: The District shall contribute funds toward medical, dental, and vision coverage as follows for eligible employees and their eligible dependents. Eligibility is based on employee FTE (full-time equivalency). All insurance program benefits will be available to employees. Spouses/domestic partners, and dependent children may utilize the benefits eligible employees utilize. Please note: domestic partners and children of domestic partners who are not also the child(ren) of the employee are not eligible for FSA, HSA, or HRA benefits under IRS rules and employees must pay the imputed value for any premiums paid by the district for domestic partners and children of domestic partners who are not also the child(ren) of the employee.
  - 1. Medical: The District will pay the full premium based on tiered rates for Moda Plan 5 with a Group HRA. The District will fund the Group HRA such that the deductible will be \$350 per covered person, maximum three per family, and with a maximum out-of-pocket of \$2,850 (\$2,875 if non-PCP360), maximum three per family.

For the 2024-2025 Plan Year, these amounts are as follows for Moda Medical Plan 5:

Deductible Expenses:

- First \$350 of deductible expenses: Employee Responsibility
- Next \$1,750 of deductible expenses: Reimbursed by the HRA @ 75% (\$1,312.50 HRA / \$437.50 Employee)

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Group HRA reimbursements are available only for qualifying expenses that are described in the Moda Plan 5 certificate of coverage, and which are applied to the health plan's maximum out of pocket limit including deductible, coinsurance, and copays. Reimbursements are only available for qualifying expenses incurred while the member is enrolled in the Group HRA plan. Expenses are incurred when care is provided rather than when the enrollee is billed or payment for the service is made. Claims for reimbursement must be submitted on or before each December 31 for expenses incurred during the preceding plan year (currently October 1 through the following September 30), or within 90 days after termination of medical benefits if medical benefits through the district were to end prior to September 30.

2. Dental: The District will pay the full tiered premium rates for Delta Dental Premier Plan 6.
3. Vision: The District will pay the full tiered premium rates for Moda Quartz Plan or VSP Choice.
4. Employees may select a more expensive Dental and/or Vision Plan than those designated above. Monthly dental, vision, and life insurance premium costs in excess of the designated plans are the responsibility of the member.
5. Opt Outs: 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 from the District an amount equal to 40% of the Moda 5 Family Tier premium rate, regardless of the employee's tier eligibility, 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.

- b. Year one opt-out- 40% of the Moda 5 Family Tier rate from the District.
- c. Year two opt-out 45% of the Moda 5 Family Tier rate from the District.
- d. Year three opt-out and all other consecutive years 50% of the Moda 5 Family Tier rate 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.

#### B. Life Insurance

NVSD will provide paid group life insurance to each confidential employee. The face value of the policy shall be equal to the confidential employee's annual salary, rounded to the nearest \$1,000. This insurance provides accidental death and dismemberment benefits. \*

*\* Benefits A and B are in accordance with and subject to the actual insurance policies and rules and regulations of the underwriter carrier. The terms of the actual insurance plan govern these benefits. The insurance plan year is from October 1 through September 30 annually.*

#### C. Sick Leave

The District will provide each confidential employee one day per month sick leave each year, in accordance with ORS 332.507. 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 five (5) consecutive days' absences, employees may be required to furnish a certificate issued by a licensed physician or other satisfactory evidence of illness to the Superintendent.

The District will comply with State and Federal law concerning OFLA, FMLA and OPFMLI leaves pursuant to application and eligibility.

#### D. Emergency and Personal Business Leave

Confidential employees are provided three days of emergency or personal/ business leave per year. These days do not accumulate from year to year. At the end of the fiscal year, Confidential staff members shall be paid for any unused personal business leave at their regular rate of pay.

#### E. Emergency Closure

Confidential employees will be paid for a maximum of two (2) days for Emergency Closure Pay during the school year. To be eligible for the Emergency Closure Pay, a Confidential employee must work either the day before or the day after the closure, if those are regularly scheduled workdays for the employee. A day of vacation, sick leave or other paid authorized day off shall constitute a scheduled workday for this purpose.

#### F. Bereavement Leave

Confidential employees shall have available from the District, one regular work week of paid bereavement leave per year. A Confidential employee may also qualify for up to twenty (20) days bereavement leave under OFLA. Eligibility determination is made by OFLA application. "Family" for OFLA eligibility is defined in statute as: parents, spouses and children, domestic partners and their parents and children, siblings and their spouses/domestic partners, grandparents, parents in law, and individuals related by blood or affinity that is equivalent of a family member.

OFLA Bereavement leave is limited to 2 weeks per event and a total of 4 weeks per leave year. OFLA Bereavement leave will count toward the total amount of OFLA eligible leave. If both are approved, District and OFLA Bereavement Leaves will run concurrently.

#### G. Holiday

NVSD shall provide twelve paid holidays per year. The holidays are: Independence Day, Labor Day, Veteran's

Day, Thanksgiving Day, the day following Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day and Juneteenth.

**H. Mileage Reimbursement**

NVSD shall provide mileage reimbursement, when the Confidential employee uses his or her own personal vehicle for NVSD work purposes, at the rate established by board policy.

**I. Vacation**

Confidential employees scheduled to work 220 days to 259 days per work year shall accrue paid vacation as follows:

1 <sup>st</sup> through 5 <sup>th</sup> year of NVSD service	10 days per year (80 hours)
6 <sup>th</sup> through 10 <sup>th</sup> year of NVSD service	12 days per year (96 hours)
11 <sup>th</sup> year and thereafter of NVSD service	14 days per year (112 hours)

A maximum of ten (10) days of unused vacation time may be carried in to the next fiscal year, but must be used no later than December 31 of the new fiscal year.

**J. Professional Development**

NVSD will reimburse Confidential staff educational costs for up to four credit hours of college credit per year. The rate reimbursed will be the current per credit graduate rate established by Portland State University for coursework, college classes, or certification classes. Course content must be directly related to the employee's job. All applications must be made in advance to the Superintendent. Reimbursements will be based on actual out of pocket expenses to the employee for tuition and any related textbooks. Proof of satisfactory completion of the class or classes will be required for reimbursement. One thousand two hundred dollars of the PSU credit value can be used to attend a non-credit or non-certification conference/workshop. Prior request to attend and written approval is required.

**K. Tax Sheltered Annuity Contribution**

The District agrees to pay \$300 per month, payable on a monthly basis, to a tax-sheltered annuity of the Confidential Employees choice. To be eligible for this benefit the employee must be employed at a rate of 1.0 FTE and work a contract of 220 days.

**III. Layoff**

Confidential employees shall be subject to layoffs if the Board determines layoffs are necessary. Seniority date shall be date service with NVSD began.

**IV. Post-Retirement Employment**

Confidential employees hired as a post-retirement employee shall be subject to Board Policy GCPC/GDPC and Administrative Rule GCPC/GDPC-AR.

**V. Termination**

Employment may be terminated at any time, with or without cause. Prior to final dismissal action, the District will provide employee with notice of basis for the proposed dismissal and provide employee with an opportunity to respond.

**VI. Entire Agreement**

This agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the NVSD Confidential Staff. The waiver of any breach, term, or condition of the agreement by either party shall not constitute a precedent in the future enforcement of all of the agreement's terms and conditions.

This agreement shall be effective as of July 1, 2024 and shall remain in effect through June 30, 2025.

This memorandum is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Joseph Boyd  
Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Misty Wharton  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Confidential Employee

\_\_\_\_\_  
Date

# OSBA Model Sample Policy

Code: EFA  
Adopted:

## Local Wellness

The district is committed to the optimal development of every student and believes that a positive, safe and health-promoting learning environment is necessary for students to have the opportunity to achieve personal, academic, developmental and social success.

To help ensure students possess the knowledge and skills necessary to make healthy choices for a lifetime, the superintendent shall prepare and implement a comprehensive district nutrition program consistent with state and federal requirements for districts sponsoring the National School Lunch Program (NSLP) and/or the School Breakfast Program (SBP). The program shall reflect the Board's commitment to providing adequate time for instruction that fosters healthy eating through nutrition education and promotion, serving healthy and appealing foods at district schools, developing food-use guidelines for staff and establishing liaisons with nutrition service providers, as appropriate.

The district superintendent or designee shall establish a Wellness Advisory Committee to advise the district in the development, review and update of the local wellness policy.

### POLICY IMPLEMENTATION, MONITORING, ACCOUNTABILITY AND COMMUNITY ENGAGEMENT

#### Implementation

The district shall manage and coordinate the implementation of this local wellness policy.

Implementation will consist of, but not be limited to, the following:

1. Delineating roles, responsibilities, actions and timelines specific to each school;
2. Generating and disseminating information about who will be responsible to make what change, by how much, where and when;
3. Establishing standards for all foods and beverages provided (but not sold) to students during the school day on participating school campuses;
4. Establishing standards and nutrition guidelines for all foods and beverages sold to students during the school day on participating school campuses that meet state and federal nutrition standards for NSLP and SBP, competitive foods, permit marketing of same that meets the competitive food nutrition standards, and promotes student health and reduces child obesity; and
5. Establishing specific goals for nutrition promotion and education, physical activity, physical education and other school-based activities that promote student wellness.

The Board designates the principals to be responsible for ensuring each school meets the goals outlined and complies with this policy.

## **Notification of Policy**

The district will inform the public about the content and implementation of the local wellness policy, and post the policy and any updates to the policy on the district website annually. Included will be, if available, the most recent assessment of the implementation, and a description of the progress being made in attaining the goals of the policy.

The district will publicize the name and contact information of the district or school official(s) leading and coordinating the policy and information on how the public can get involved with the local wellness policy. This information will be published on the district's website and in district communications.

## **Triennial Progress Assessments**

At least once every three years, the district will evaluate the implementation of this policy and its progress with a triennial assessment and produce a progress report that will include:

1. The extent to which schools under the jurisdiction of the district are in compliance with the policy;
2. The extent to which the district's policy compares to model local school wellness policy; and
3. A description of the progress made in attaining the goals of the district's policy.

The district will publish the triennial progress report on the district website when available. The district will update or modify the policy based on results of the triennial assessment.

## **Community Involvement, Outreach and Communications (Review of, and Updating Policy)**

The district will actively communicate ways in which the community can participate in the development, implementation and periodic review and update of the local wellness policy. The district will communicate information about opportunities in community news, on the district's website, on school websites, and/or in district or school communications. The district will ensure that communications are culturally and linguistically appropriate to the community.

Parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the Board, school administrators, and the general public will be solicited to participate in the periodic review and update of the local school wellness policy.

## **NUTRITION PROMOTION AND NUTRITION EDUCATION**

Nutrition promotion and nutrition education positively influence lifelong eating behaviors by using evidence-based strategies and techniques and nutrition messages and by creating food environments that support healthy nutrition choices.

To promote nutrition education in the schools, the principal is responsible for ensuring the following goals are implemented:

1. Students and staff will receive consistent nutrition messages throughout the school environment;
2. Nutrition education is provided throughout the student's school years as part of the district's age-appropriate, comprehensive nutrition program (which includes the benefits of healthy eating, essential nutrients, nutritional deficiencies, principles of healthy weight management, the use and

misuse of dietary supplements, safe food preparation, and handling and storage related to food and eating), and is aligned and coordinated with the Oregon Health Education Standards and school health education programs;

3. Nutrition education will include culturally relevant, participatory activities that include social learning strategies and activities that are aligned and coordinated with the Oregon Health Education Standards and school health education programs;
4. Teachers will receive curriculum-specific training;
5. Parents and families are encouraged through school communications to send healthy snacks/meals and reusable water bottles with their student to school;
6. Families and community organizations are involved, to the extent practicable, in nutrition education;
7. Nutrition education homework that students can do with their families is assigned (e.g., reading and interpreting food labels, reading nutrition-related newsletters, preparing healthy recipes);
8. Materials on how to assess one's personal eating habits, set goals for improvement and achieve those goals.

Nutrition promotion, including marketing and advertising nutritious foods and beverages to students, will be implemented consistently through a comprehensive and multi-channel approach, (e.g., in the classroom, cafeteria and at home) by staff, teachers, parents, students and the community.

To ensure adequate nutrition promotion, the following goals will be implemented:

1. Information about available meal programs is distributed prior to or at the beginning of the school year and at other times throughout the school year;
2. Information about availability and location of a Summer Food Service Program (SFSP) is distributed;
3. Nutrition promotion materials are sent home with students, published on the district website, and distributed at parent-teacher conferences;
4. Families are invited to attend exhibitions of student nutrition projects or health fairs.

### **School Meals**

Schools within the district participate in U.S. Department of Agriculture (USDA) child nutrition program(s), administered through the Oregon Department of Education (ODE). The district also operates additional nutrition-related programs and activities including Farm-to-School programs, school gardens and Breakfast After the Bell.

The district's available meal program(s) will operate to meet meal pattern requirements and dietary specifications in accordance with the Healthy, Hunger-Free Kids Act and applicable federal laws and regulations.

The principal(s) will support nutrition and food services operation as addressed in Board policy EFAA – District Nutrition and Food Services and its accompanying administrative regulation EFAA-AR – Reimbursable Meals and Milk Programs.

### **Water**

Free, safe, unflavored, drinking water will be available to all students throughout the school day and throughout every school campus. The district will make drinking water available where school meals are served during mealtimes.

### **Competitive Foods and Beverages**

The district controls the sale of all competitive foods. All foods and beverages outside the reimbursable school meal programs that are **sold** to students on the school campus during the school day will meet or exceed Smart Snacks Standards.

### **Celebrations and Rewards/Incentives**

All foods and beverages offered on the school campus are encouraged to meet the nutrition standards set by the USDA and the Oregon Smart Snacks Standards. This includes, but is not limited to, celebrations, parties, and classroom snacks brought by parents.

### **Fund Raising**

Foods and beverages that meet or exceed the nutrition standards set by the USDA and the Oregon Smart Snacks Standards may be sold through fund raisers on the school campus during the school day. Such requests to conduct a fund raiser will be submitted to the Food Service Director and principal, for approval before starting.

### **Food and Beverage Marketing in Schools**

Any foods and beverages marketed or promoted to students on the school campus during the school day will meet or exceed the nutrition standards for competitive foods set by the USDA.

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

### **PHYSICAL ACTIVITY AND PHYSICAL EDUCATION**

A quality physical education program is an essential component for all students to learn about and participate in physical activity. The district will develop and assess student performance standards and program minute requirements in order to meet ODE’s physical education content standards and state law.

Physical activity should be included in the school’s daily education program for grades pre-K through 12 and include regular, instructional physical education, as well as co-curricular activities and recess.

In order to ensure students are afforded the opportunity to engage in physical education and physical activity in the school setting, the following goals are established:

1. Physical education will be a course of study that focuses on students' physical literacy and development of motor skills;
2. Staff encourages and provides support for parental involvement in their children's physical education;
3. Physical education courses will be the environment where students learn, practice and are assessed on developmentally appropriate knowledge, skills and confidence to become physically literate;
4. Instruction, provided by adequately prepared teachers, i.e., licensed or endorsed to teach physical education, will meet the state adopted academic content standards for physical education (Oregon Revised Statute (ORS) 329.045). Teachers of physical education shall regularly participate in professional development activities annually;
5. Every public school student in pre-kindergarten through grade 8 shall participate in physical education for the entire school year. Students in kindergarten through grade 5 shall participate for a least 150 minutes during each school week, and students in grades 6, 7 and 8, for at least an average of 150 minutes during each school week, as calculated over the duration of a school year;
6. Physical activity will be integrated across curricula and throughout the school day. Movement will be made a part of all classes or courses as part of a well-rounded education;
7. Physical activity during the school day (including, but not limited to, recess, classroom physical activity breaks or physical education) will not be used as a punishment or a reward;
8. At least 50 percent of the weekly physical education class time in grades K through 8 shall be devoted to actual physical activity;
9. Physical activity is a planned part of all school-community events;
10. Materials promoting physical activity are sent home with students and published on the district website.

A student with a disability shall have suitably adapted physical education incorporated as part of their individualized education program (IEP) developed under ORS 343.151. A student who does not have an IEP but has chronic health problems, other disabling conditions or other special needs that preclude them from participating in regular physical education instruction, shall have suitably adapted physical education incorporated as part of their individualized health plan, developed by the district.

### **Other Activities that Promote Student Wellness**

The district will integrate wellness activities throughout the entire school environment (districtwide). The district will coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complementary, not duplicated and work toward the same set of goals promoting student well-being, optimal development and strong educational outcomes.

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

1. Scoliosis screenings;



2. Safe Routes to Schools Program;
3. Physically active family and community engagement activities for families to learn about healthy eating or to practice being active together (e.g., skate night, fun run, dance night);
4. Nonfood-related fund raisers;
5. Physical activity energizers during transitions from one subject to another;
6. Assemblies which focus on wellness issues such as the importance of breakfast, healthy beverages, and how students and staff can incorporate 60 minutes of physical activity into their day;
7. Use of alternates to food as rewards in the classroom;
8. Integration of social, emotional and mental health supports into school programs (e.g., promote a positive school climate where respect is encouraged and students can seek help from trusted adults);
9. Communication between classroom teachers and nutrition staff, so that menus and nutrition promotion can be tied into classroom learning and coursework;
10. Include wellness as a standing agenda item for school-based meetings (e.g., staff meetings, site council meetings, PTO).

### **Employee Wellness**

The district encourages staff to pursue a healthy lifestyle that contributes to their improved health status, improved morale and a greater personal commitment to the school's overall wellness program. Many actions and conditions that affect the health of staff may also influence the health and learning of students. The physical and mental health of staff is integral to promoting and protecting the health of students and helps foster their academic success. The district's Employee Wellness Program will promote health, reduce risky behaviors of employees and identify and correct conditions in the workplace that can compromise the health of staff, reduce their levels of productivity, impede student success and contribute to escalating health-related costs such as absenteeism.

The district will collaborate with community partners to identify programs, services and/or resources to compliment and enrich employee wellness endeavors.

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

1. Health education and health promoting activities that focus on skill development and lifestyle behavior that change along with awareness building, information dissemination, access to facilities, and are preferably tailored to employees' needs and interests;
2. Safe, supportive social and physical environments including organizational expectations about healthy behavior, and implementation of policy that promotes health and safety and reduces the risk of disease;
3. Linkage to related programs such as employee assistance programs, emergency care and programs that help employees balance work life and family life;
4. Education and resources to help employees make decisions about health care; and

5. Nutrition and fitness educational opportunities that may include but are not limited to, the distribution of educational and informational materials, and the arrangement of presentations and workshops that focus on healthy lifestyles, health assessments, fitness activities and other appropriate nutrition and physical activity related topics.

The district encourages participation from all employees. “Employees” are not limited to instructional staff (i.e., teachers and instructional assistants), but includes all administrators and support staff.

The following groups are seen as essential for establishing, implementing and sustaining an effective employee wellness program:

1. School personnel who implement existing wellness programs in the district (i.e., employee wellness committee);
2. District personnel who implement health programs for students (e.g., school health coordinator, school nurses, psychologist, health and physical educators, nutrition professionals, counselors and other staff); and
3. Decision makers who have the authority to approve policy and provide administrative support essential for a school wellness program (e.g., Board members, superintendents, human resource administrators, fiscal services administrators and principals)

END OF POLICY

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**Legal Reference(s):**

[ORS 327.531](#)  
[ORS 327.537](#)  
[ORS 329.496](#)  
[ORS 332.107](#)

[ORS 336.423](#)  
[OAR 581-051-0100](#)  
[OAR 581-051-0305](#)

[OAR 581-051-0306](#)  
[OAR 581-051-0310](#)  
[OAR 581-051-0400](#)

Healthy, Hunger-Free Kids Act of 2010, 42 U.S.C. §1758b (2018).  
National School Lunch Program, 7 C.F.R. Part 210 (2022).  
School Breakfast Program, 7 C.F.R. Part 220 (2022).  
[House Bill 3199](#) (2023).

# OSBA Model Sample Policy

Code: BD/BDA  
Adopted:

## Board Meetings

The Board has the authority to act only when a quorum is present at a duly called regular, special or emergency meeting. “Meeting” means the convening<sup>1</sup> of a quorum of the Board as the district’s governing body to make a decision<sup>2</sup> or to deliberate<sup>3</sup> toward a decision on any matter. This includes meeting for the purpose of gathering information to serve as the basis for a subsequent decision or recommendation by the Board, i.e. a work session. “Meeting” does not include any on-site inspection of any project or program the attendance of members of the Board at any national, regional or state association to which the Board or its members belong.

The affirmative vote of the majority of members of the Board is required to transact any business.

All regular, special and emergency meetings of the Board will be open to the public except as provided by law. Access to and the ability to attend all meetings (excluding executive sessions) by telephone, video or other electronic or virtual means will be made available when reasonably possible. All meetings will be conducted in compliance with state and federal statutes. For information how to give or submit public comment, it is outlined in Board policy BDDH - Public Comment at Board Meetings.

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

The Board will give public notice reasonably calculated to give actual notice to interested persons, including the news media which have requested notice, of the time and place for all Board meetings and of the principal subjects to be considered. The Board may consider additional subjects at a meeting, even if they are not included in the notice.

If requested to do so at least 48 hours before a meeting held in public, the Board shall make a good faith effort to provide an interpreter for hearing-impaired persons. If the meeting is being held upon less than 48 hours’ notice and a request for an interpreter is made, the Board shall make a reasonable effort to have an interpreter present. Other appropriate auxiliary aids and services will be provided upon request and appropriate advance notice.

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<sup>1</sup> “Convening” means: (a) Gathering in a physical location; (b) Using electronic, video or telephonic technology to be able to communicate contemporaneously among participants; (c) Using serial electronic written communications among participants; or (d) Using an intermediary to communicate among participants.

<sup>2</sup> “Decision” means any determination, action, vote or final disposition upon a motion, proposal, resolution, order, ordinance or measure on which a vote of a governing body is required, at any meeting at which a quorum is present.

<sup>3</sup> “Deliberation” means discussion or communication that is part of a decision-making process.

If requested to do so at least 72 hours before a meeting held in public, the Board will make a reasonable effort to provide translation services.

All meetings held in public shall comply with the Oregon Indoor Clean Air Act.

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

## 1. Regular, Special and Emergency Meetings

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

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

Special meetings can be convened by the Board chair, upon request of three Board members, or by common consent of the Board at any time to discuss any topic. At least 24 hours' notice must be provided to all Board members, the news media, which have requested notice, and the general public for any special meeting.

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

## 2. Communications Outside of Board Meetings

Communications, to, by and among a quorum of Board members outside of a legally called Board meeting, in their capacity as Board members, shall not be used for the purpose of discussing district business. This includes electronic, video or telephonic communications, serial electronic communications among participants and using an intermediary to communicate among participants. Such communications among Board members shall be limited to messages not involving deliberation, debate, decision-making or gathering of information on which to deliberate.

Communications outside of a Board meeting may contain:

- a. Communications to, between or among members of a governing body that are:
  - (1) Purely factual or educational in nature and that convey no deliberation or decision on any matter that might reasonably come before the Board (including agendas and information concerning agenda items);
  - (2) Not related to any matter that, at any time, could reasonably be foreseen to come before the Board for deliberation and decision; or
  - (3) Nonsubstantive in nature, such as communication relating to scheduling, leaves of absence and other similar matters; or

b. Individual responses to questions posed by community members, subject to other limitations in Board policy.

3. Private or Social Meetings

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

4. Work Sessions

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

5. Executive Sessions

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

Complaints regarding public meetings laws can be filed with the Board in accordance with Board Policy KL – Public Complaints. The Board will respond and provide a copy of the complaint and response to the Oregon Government Ethics Commission within 21 days in accordance with state law.

### **Mandatory Training**

Every member of the Board shall attend or view a training on public meetings law prepared or approved by the Oregon Government Ethics Commission (OGEC) at least once during the Board member’s term of office and shall verify attendance in accordance with OGEC procedures.

END OF POLICY

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**Legal Reference(s):**

[ORS Chapter 192](#)

[ORS 255.335](#)

[ORS 332.040 - 332.061](#)

[ORS 433.835 - 433.875](#)

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

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

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

[House Bill 2805](#) (2023).

# OSBA Model Sample Policy

Code: BDC  
Adopted:

## Executive Sessions

The Board may meet in executive session to discuss subjects allowed by statute but may not take final action except for the expulsion of a student and matters pertaining to or examination of the confidential records of the student.

An executive session may be included as an agenda item of an existing meeting in accordance with Board policy BDDC - Board Meeting Agenda or held as its own meeting. Proper notice is required.

If open session is held prior to the executive session, the presiding officer will announce the executive session by identifying the authorization under Oregon Revised Statute (ORS) 192.660 or ORS 332.061 for holding such session and by noting the subject of the executive session.

The Board may hold an executive session:

1. To consider the employment of a public officer, employee, staff member or individual agent. (ORS 192.660(2)(a))
2. To consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent who does not request an open hearing. (ORS 192.660(2)(b))
3. To conduct deliberations with persons designated by the governing body to carry on labor negotiations. (ORS 192.660(2)(d))
4. To conduct deliberations with persons designated by the governing body to negotiate real property transactions. (ORS 192.660(2)(e))
5. To consider information or records that are exempt by law from public inspection. (ORS 192.660(2)(f))
6. To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed. (ORS 192.660(2)(h))
7. To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing. (ORS 192.660(2)(i))
8. To consider matters relating to school safety or a plan that responds to safety threats made toward a school. (ORS 192.660(2)(k))
9. To consider matters relating to the safety of the governing body and of public body staff and volunteers and the security of public body facilities and meeting spaces. (ORS 192.660(2)(o))

10. To consider matters relating to cyber security infrastructure and responses to cyber security threats. (ORS 192.660(2)(p))
11. To review the expulsion of a minor student from a public elementary or secondary school. (ORS 332.061(1)(a))
12. To review matters pertaining to or examination of the confidential records of a student. (ORS 332.061(1)(b))

Members of the press may attend executive sessions except those matters pertaining to:

1. Deliberations with persons designated by the Board to carry on labor negotiations;
2. Hearings on the expulsion of a minor student or examination of the confidential records of a student; and
3. Current litigation or litigation likely to be filed if the member of the news media is a party to the litigation or is an employee, agent or contractor of a news media organization that is a party to the litigation.

If an executive session is held pursuant to ORS 332.061, the following shall not be made public: the name of the minor student; the issue, including the student's confidential records; the discussion; and each Board member's vote on the issue.

Minutes shall be kept for all executive sessions.

Content discussed in executive sessions is confidential except as provided by law. Board members and the media are instructed not to disclose information obtained in executive session except when specifically authorized to do so or as required by law.

END OF POLICY

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[ORS 192.660](#)

[ORS 332.045](#)

[ORS 332.061](#)

OR. ATTY. GEN. Public Records and Meetings Manual.  
Oregon Government Ethics Commission, [Staff Advisory Opinion](#) No. 22-106S  
[House Bill 2806](#) (2023)

# OSBA Model Sample Policy

Code: GCPC/GDPC  
Adopted:

## Retirement of Staff

To assist the district in its planning efforts, staff members considering retirement are encouraged to notify the district as early as possible, preferably at the beginning of the school year in which the retirement will take place.

Retiring employees are encouraged to coordinate with PERS to ensure that all requirements are met. The superintendent will develop requirements, limitations and procedures for employment as a PERS-retiree.

When an employee of the district retires under PERS, that employee's employment with the district will terminate. PERS-retired individuals may apply for open positions with the district.

END OF POLICY

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### Legal Reference(s):

[ORS Chapter 237](#)  
[ORS Chapter 238](#)

[ORS Chapter 238A](#)  
[ORS 243.303](#)

[ORS 342.120](#)

Consolidated Omnibus Budget Reconciliation Act of 1985, 29 U.S.C. §§ 1161-1169 (2018).  
Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001-1461 (2018).  
OR. CONST., art. IX, §§ 10-13.  
[House Bill 2296](#) (2023).



6.1

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**NESTUCCA VALLEY SCHOOL DISTRICT NO. 101**

**AND**

**NESTUCCA AREA EDUCATION ASSOCIATION**

**EFFECTIVE**

**JULY 1, 2024**

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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 2024-2025 contract year, all rates in the salary schedule shall be increased by 9% over the rates paid in the 2023-2024 contract year. In addition, a new Step 20 will be added to each column, with the same step increment as the previous step.

### **B. Work Year: The work year for bargaining unit employees shall consist of 191 paid days, as follows:**

1. Student Contact Days - 163 for K-8; 164 for HS
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. Professional Learning Days – 5

6. Conference Compensation Day – 1 (K-8 Only)

Eight hours off in exchange for conducting Parent-Teacher conferences after the regular work day.

7. 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 30<sup>th</sup>.

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 medical, dental, and vision coverage as follows for eligible employees and their eligible dependents. Eligibility is based on employee FTE (full-time equivalency). All insurance program benefits will be available to employees. Spouses/domestic partners, and dependent children may utilize the benefits eligible employees utilize. Please note: domestic partners and children of domestic partners who are not also the child(ren) of the employee are not eligible for FSA, HSA, or HRA benefits under IRS rules and employees must pay the imputed value for any premiums paid by the district for domestic partners and children of domestic partners who are not also the child(ren) of the employee.

- a. Medical: The District will pay the full premium based on tiered rates for Moda Plan 5 with a Group HRA. The District will fund the Group HRA such that the deductible will be \$350 per covered person, maximum three per family, and with a maximum out-of-pocket of \$2,850 (\$2,875 if non-PCP360), maximum three per family.

For the 2024-2025 Plan Year, these amounts are as follows for Moda Medical Plan 5:

Deductible Expenses:

- First \$350 of deductible expenses: Employee Responsibility
- Next \$1,750 of deductible expenses: Reimbursed by the HRA @ 75% (\$1,312.50 HRA / \$437.50 Employee)

Co-Insurance & Copay Expenses:

- First \$2,087.50 of co-insurance & copays: Employee Responsibility
- Next \$3,012.50 of co-insurance & copays: Reimbursed by the HRA

If a participant incurs out-of-network expenses, the HRA will look at the first \$2,100 of deductible expenses and the first \$5,100 of coinsurance/copay expenses whether they are in or out of network, with maximum disbursements of the amounts listed above.

Group HRA reimbursements are available only for qualifying expenses that are described in the Moda Plan 5 certificate of coverage, and which are applied to the health plan's maximum out of pocket limit including deductible, coinsurance, and copays. Reimbursements are only available for qualifying expenses incurred while the member is enrolled in the Group HRA plan. Expenses are incurred when care is provided rather than when the enrollee is billed or payment for the service is made. Claims for reimbursement must be submitted on or before each December 31 for expenses incurred during the preceding plan year (currently October 1 through the following September 30), or within 90 days after termination of medical benefits if medical benefits through the district were to end prior to September 30.

- b. Dental: The District will pay the full tiered premium rates for Delta Dental Premier Plan 6.
- c. Vision: The District will pay the full tiered premium rates for Moda Quartz Plan or VSP Choice.

- d. Employees may select a more expensive Dental and/or Vision Plan than those designated above. Monthly dental, vision, and life insurance premium costs in excess of the designated plans are the responsibility of the member.
- e. Eligibility: District contributions will be based on employee FTE as follows:

FTE	Employer Contribution
0.75 and Above	100%
0.5 - 0.749	75%
0.499 and Below	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 OEGB rules.
- C. Employees who select the OEGB 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 OEGB guidelines, employees may elect to opt out of the plan. Employees who opt out of the District insurance plan will receive from the District an amount equal to 40% of the Moda 5 Family Tier premium rate, regardless of the employee's tier eligibility, upon supplying proof of OEGB 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 Moda 5 Family Tier rate from the District.
2. Year two opt-out 45% of the Moda 5 Family Tier rate from the District.
3. Year three opt-out and all other consecutive years 50% of the Moda 5 Family Tier rate 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 OEBC. 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 to such employee for the period of the leave, excluding expenses, shall be deducted from the employee's wages. 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 (K-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, 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 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 as 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, 2024 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, 2025.
- B. It is the intent of both parties to begin negotiation of a successor agreement on or before December 15, 2024.

**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**

2024-2025 Schedule with 9.0% increase over 2023-2024 and Added Step

<b>Step</b>	<b>BA/BS</b>	<b>BA+90/MA</b>	<b>MA+15</b>	<b>MA+30</b>
0	\$ 50,051	\$ 59,852	\$ 61,813	\$ 63,773
1	\$ 51,385	\$ 61,186	\$ 63,147	\$ 65,107
2	\$ 52,719	\$ 62,520	\$ 64,480	\$ 66,441
3	\$ 54,052	\$ 63,853	\$ 65,814	\$ 67,774
4	\$ 54,862	\$ 65,187	\$ 67,148	\$ 69,107
5	\$ 55,685	\$ 66,522	\$ 68,480	\$ 70,441
6	\$ 56,521	\$ 67,854	\$ 69,815	\$ 71,774
7	\$ 57,368	\$ 69,188	\$ 71,148	\$ 73,108
8	\$ 58,229	\$ 70,522	\$ 72,482	\$ 74,443
9	\$ 59,102	\$ 71,855	\$ 73,816	\$ 75,776
10	\$ 59,989	\$ 73,189	\$ 75,149	\$ 77,110
11	\$ 60,888	\$ 74,523	\$ 76,483	\$ 78,443
12	\$ 61,802	\$ 75,855	\$ 77,816	\$ 79,776
13	\$ 62,730	\$ 77,189	\$ 79,149	\$ 81,110
14	\$ 63,670	\$ 78,524	\$ 80,483	\$ 82,444
15	\$ 64,625	\$ 79,857	\$ 81,818	\$ 83,777
16	\$ 65,594	\$ 81,191	\$ 83,151	\$ 85,112
17	\$ 66,578	\$ 82,525	\$ 84,485	\$ 86,444
18	\$ 67,577	\$ 83,762	\$ 85,751	\$ 87,741
19	\$ 68,590	\$ 85,019	\$ 87,038	\$ 89,056
20	\$ 69,619	\$ 86,294	\$ 88,343	\$ 90,392

**APPENDIX B - STIPEND SCHEDULE**

	<b>2024-2025</b>
<b>YEAR-ROUND POSITIONS</b>	
HS Athletic Director	
2022-2023: \$5000/Season (Fall, Winter, Spring) \$3000 Summer; 2023-2024: \$5250/Season, \$3250 Summer	\$ 19,950.00
MS Athletic Director	\$3,675.00
HS Music Director	\$6,035.00
HS Publishing (Yearbook)	\$2,360.00
MS Publishing (Yearbook)	\$2,360.00
HS Student Council	\$2,360.00
MS Student Council	\$2,360.00
Media Specialist/Librarian	\$2,360.00
K-8 Teacher Mentors *	\$785.00
HS Teacher Mentors*	\$785.00
HS Curriculum Specialist	\$1,310.00
K8 Curriculum Specialist	\$1,310.00
K8 Music Director	\$2,360.00
District Social Media	\$785.00
Credit Recovery Advocate	\$1,835.00
PreK-8 Newsletter Advisor	\$1,310.00
HS Newsletter Advisor	\$1,310.00
K8 Social Media Manager	\$785.00
HS Social Media Manager	\$785.00
9th Grade on Track Team Lead	\$1,835.00
FFA	\$7,085.00
Cadet Teacher mentors	\$470.00
HS ELL Advocate	\$1,310.00
K8 ELL Advocate	\$1,310.00
HS TAG Advocate	\$1,310.00
K8 TAG Advocate	\$1,310.00
HS PBIS Coach	\$1,310.00
K8 PBIS Coach	\$1,310.00
Accompanist (Per Event)	
Rehearsal	\$90.00
Performance	\$180.00



<b>FALL POSITIONS</b>	
Fall Drama	\$2,360.00
Willamette Promise (per section)	\$785.00
<i>HIGH SCHOOL</i>	
Scoreclock (Per Varsity Contest)	\$55.00
Rally	
Fall	\$3,935.00
Football	
Varsity Head	\$6,035.00
Assistant (J.V.)	\$3,935.00
2nd Assistant	\$3,935.00
Volleyball	
Varsity Head	\$6,035.00
Assistant (J.V.)	\$3,935.00
Cross Country	
Head	\$6,035.00
<b>SPEECH SESSION 1 POSITIONS</b>	
Speech Head Coach- Session 1	\$3,935.00
Speech Assistant Coach(es)- Session 1	\$1,835.00
<i>MIDDLE SCHOOL</i>	
Football	
8 <sup>th</sup>	\$2,360.00
7 <sup>th</sup> /6 <sup>th</sup>	\$2,360.00
Volleyball	
8 <sup>th</sup>	\$2,360.00
7 <sup>th</sup> /6 <sup>th</sup>	\$2,360.00
Cross Country	
Head	\$2,360.00
Assistant/ Chaperone	\$1,310.00

<b>WINTER POSITIONS</b>	
<i>HIGH SCHOOL</i>	
Scoreclock (Per Varsity Contest or Per Meet)	\$55.00
Rally	
Winter	\$3,935.00
Wrestling	
Head	\$6,035.00
Assistant	\$3,935.00
Girls Basketball	
Varsity Head	\$6,035.00
Assistant (J.V)	\$3,935.00
Boys Basketball	
Varsity Head	\$6,035.00
Assistant (J.V)	\$3,935.00
JV 2	\$3,935.00
<b>SPEECH SESSION 2 POSITIONS</b>	
Speech Head Coach- Session 2	\$3,935.00
Speech Assistant Coach(es)- Session 2	\$1,835.00
<i>MIDDLE SCHOOL</i>	
Girls Basketball	
8 <sup>th</sup>	\$2,360.00
7 <sup>th</sup> /6 <sup>th</sup>	\$2,360.00
Boys Basketball	
8 <sup>th</sup>	\$2,360.00
7 <sup>th</sup> /6 <sup>th</sup>	\$2,360.00
<b>WRESTLING</b>	
6 <sup>th</sup> -8 <sup>th</sup>	\$2,360.00
Assistant/Chaperone	\$1,310.00
Winter Referee place holder	

<b>SPRING POSITIONS</b>	
Assistant Spring Musical Director	\$2,360.00
Spring Musical Director	\$4,200.00
Orchestra Director	\$2,625.00
Driver's Ed	\$5,510.00
<i>HIGH SCHOOL</i>	
Track and Field	
Varsity Head	\$6,035.00
Assistant	\$3,935.00
Assistant	\$3,935.00
Baseball	
Varsity Head	\$6,035.00
Assistant (J.V)	\$3,935.00
Softball	
Varsity Head	\$6,035.00
Assistant (J.V)	\$3,935.00
ESports	
Varsity Head	\$6,035.00
<i>MIDDLE SCHOOL</i>	
Track and Field 3.30-5.21	
Head	\$2,360.00
Assistant	\$2,360.00
Assistant	\$2,360.00
<b>CO-CURRICULAR <i>Grade 1-12 Curriculum</i></b>	
ELL Advocate	\$1,310.00
TAG Advocate	\$1,310.00
Newsletter Advisor	\$1,365.00
PBIS Coach	\$1,310.00
Curriculum Specialist	\$1,310.00
Outdoor School	up to 48 hr @ curriculum rate

<b>DISTRICT-Curriculum and/or Ad Hoc</b>	
Curriculum Rate (Per Hour)	\$33.00
Chaperone (HS, per season)	\$1,310.00
Extended Contract (per week per coach)	\$325.00
Driving reimbursement:	
0-100 miles	\$65.00
101-250 MILES	\$115.00
250-500 MILES	\$165.00
[If greater than 500 need a fellow driver]	



**Tuition**

**SY: 2024/25**

We offer a variety of options for tuition. Please review the options below.

\*NOTE: this is a flat rate per month. The monthly flat rate fee includes all holidays, school breaks, and reduced day months. This flat rate takes the place of each month being prorated.

Full pay and Sliding Scale for Non-PSP slots (up to 25 slots available)  
Sliding scale is based on federal poverty level and guidelines

Cost per month: See Below

Family Size	Annual Income % above Federal Poverty Level		
	% FPL 201-225	% FPL 226-250	% FPL 251+
2	\$45,990	\$51,100	Does not qualify for a reduction  Full-tuition \$550/month
3	\$58,095	\$64,550	
4	\$70,200	\$78,000	
5	\$82,305	\$91,450	
6	\$94,410	\$104,900	
7	\$106,515	\$118,350	
8	\$118,620	\$131,800	
Reduced Tuition	\$385/month	\$465/month	

**Preschool Promise funded (13 slots available)**

Cost per month: Free - funded by DELC

Annual Income % above federal Poverty Level	
Family Size	FPL 200%
2	\$40,888
3	\$51,640
4	\$62,400
5	\$73,160
6	\$83,920
7	\$94,680
8	\$105,440



**Preschool Application  
Sliding scale information**

Name of Student			
Date of Birth:			
Name of Parent			
Address:			
Number in Household		Household Income:	
Verified Income based off of:	<input type="checkbox"/> Tax return <input type="checkbox"/> Pay stubs <input type="checkbox"/> Unemployment <input type="checkbox"/> TANF <input type="checkbox"/> Social Security <input type="checkbox"/> Child Support <input type="checkbox"/> Self-employment Form <input type="checkbox"/> Other: _____		View and return only.
Sliding Scale Tuition placement:	<input type="checkbox"/> \$385 <input type="checkbox"/> \$465 <input type="checkbox"/> \$550		Payments due: <input type="checkbox"/> 1st of every month
Verified Non-PSP	<input type="checkbox"/> Yes <input type="checkbox"/> No		Date:
Staff Member:			
Parent Signature:			
Director's Approval Signature:			



Questions:

1. Who is in charge of billing - Invoice tracking?
2. Timeline to rollout
  - a. Alert families
3. Prioritize 4 year olds?

Non-negotiables:

- Billing due/what to do if not paid?
- 





## Tuition

**SY: 2025/26**

We offer a variety of options for tuition. Please review the options below.

\*NOTE: this is a flat rate per month. The monthly flat rate fee includes all holidays, school breaks, and reduced day months. This flat rate takes the place of each month being prorated.

Full pay and Sliding Scale for Non-PSP slots (up to 25 slots available)  
Sliding scale is based on federal poverty level and guidelines

Cost per month: See Below

Family Size	Annual Income % above Federal Poverty Level				
	% FPL 201-225	% FPL 250	% FPL 300	% FPL 350	% FPL 400+
2	\$45,990	\$51,100	\$61,320	\$71,540	Does not qualify for a reduction  Full-tuition \$1,275/month
3	\$58,095	\$64,550	\$77,460	\$90,370	
4	\$70,200	\$78,000	\$93,600	\$109,200	
5	\$82,305	\$91,450	\$109,740	\$128,030	
6	\$94,410	\$104,900	\$125,880	\$146,860	
7	\$106,515	\$118,350	\$142,020	\$165,690	
8	\$118,620	\$131,800	\$158,160	\$184,520	
Reduced Tuition	\$310	\$465	\$650	\$930	

## Preschool Promise funded (13 slots available)

Cost per month: Free - funded by DELC

Annual Income % above federal Poverty Level	
Family Size	FPL 200%
2	\$40,888
3	\$51,640
4	\$62,400
5	\$73,160
6	\$83,920
7	\$94,680
8	\$105,440





**Preschool Application  
Sliding scale information**

Name of Student			
Date of Birth:			
Name of Parent			
Address:			
Number in Household		Household Income:	
Verified Income based off of:	<input type="checkbox"/> Tax return <input type="checkbox"/> Pay stubs <input type="checkbox"/> Unemployment <input type="checkbox"/> TANF <input type="checkbox"/> Social Security <input type="checkbox"/> Child Support <input type="checkbox"/> Self-employment Form <input type="checkbox"/> Other: _____		View and return only.
Sliding Scale Tuition placement:	<input type="checkbox"/> \$385 <input type="checkbox"/> \$465 <input type="checkbox"/> \$550		Payments due: <input type="checkbox"/> 1st of every month
Verified Non-PSP	<input type="checkbox"/> Yes <input type="checkbox"/> No		Date:
Staff Member:			
Parent Signature:			
Director's Approval Signature:			



Questions:

1. Who is in charge of billing - Invoice tracking?
2. Timeline to rollout
  - a. Alert families
3. Prioritize 4 year olds?

Non-negotiables:

- Billing due/what to do if not paid?
- 



6.4

STATEMENT OF WORK (SOW)  
Pursuant to Service Agreement

Between Nestucca Valley School District 101J ("Client") and Tillamook School District #9 ("TSD")

SOW Engagement Number 2024-06-01

Date: July 1, 2024  
Client Representative: Misty Wharton  
Phone Number:  
Email Address: MistyW@nestucca.k12.or.us  
Start Date: July 1, 2024  
End Date: June 30, 2025

SOW Title: Bus Sale

Description of Work: 22-11 2024 Thomas Bus SAF-T-LINER HDX SCHOOL; VIN 1T7Y84D21R1209384

Service Pricing: \$140,000; half payment in FY 23/24 and other half in FY 24/25.

Invoice Cycle:

Optional Services: n/a

Other Agreements: n/a

Client represents and warrants that (i) Client has the power and authority to enter into this Agreement; (ii) No software or content provided by Client shall invade or violate any right of privacy, personal or proprietary right, or other common law statutory right; and (iii) Client has read and agrees to the terms and conditions of the Service Agreement.

TILLAMOOK SCHOOL DISTRICT #9

NESTUCCA VALLEY SCHOOL DISTRICT 101J

Name: Matt Ellis  
Title: Superintendent  
Date: 6/4/24  
By: [Signature]  
Authorized Signature

Name: \_\_\_\_\_  
Title: Superintendent  
Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Authorized Signature

**BYLAWS**  
**OF**  
**Costal Career Technical Coalition Foundation**  
**("The Corporation")**

**1. OFFICES**

**1.1. Principal Office.** The principal office of the Corporation in the state of Oregon shall be located in Cloverdale, Oregon. The Corporation may have such other office in or out of the state of Oregon, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

**1.2. Registered Office.** The registered office of the Corporation required by the Oregon Nonprofit Corporation Act to be maintained in the state of Oregon may be, but need not be, identical with the principal office in the state of Oregon, and the address of the registered office may be changed from time to time by the Board of Directors upon compliance with the requirements of the Oregon Nonprofit Corporation Act for change of the registered office.

**2. Membership**

**2.1.** Membership in the Corporation is open to Neah-Kah-Nie School District, Nestucca Valley School District, Tillamook School District and Tillamook Bay Community College.

**2.2.** Each member in the above paragraph 2.1. shall name one representative to the Corporation who shall have full voting rights and be appointed to the Board of Directors.

**2.3.** Membership shall be granted to two businesses who are nominated by the Board of Directors and confirmed by a majority vote of the Board of Directors. The membership shall continue for one year from the time of the vote of the Board of Directors. At the end of the year the memberships granted under this Section shall cease and the Board of Directors shall grant membership as specified in sentence one of this paragraph 2.3.

**2.4.** Each member in the above paragraph 2.4 shall name one representative to the Corporation who shall have full voting rights and be appointed to the Board of Directors.

**2.5.** Membership shall be granted to one individual who is nominated by the Board of Directors and confirmed by a majority vote of the Board of Directors. The membership shall continue for one year from the time of the vote of the Board of Directors. At the end of the year the memberships granted under this paragraph shall cease and the Board of Directors shall grant membership as specified in sentence one of this paragraph 2.5.

2.6. Ex officio members (non-voting) will include the superintendents of Neak-Kah-Nie School District, Nestucca Valley School District and Tillamook School District and the President of Tillamook Bay Community College, a student from each of the school districts aforementioned, and the superintendent, or designee, of the Northwest Regional Education Service District.

### 3. **BOARD OF DIRECTORS**

3.1. **General Powers.** The business and affairs of the Corporation shall be managed by its Board of Directors.

3.2. **Number, Tenure and Qualifications.** The number of directors of the Corporation shall not be less than five (5) or more than seven (7) directors. Directors shall be appointed as specified in paragraph 2 above to serve for one year.

3.3 **Regular Meetings.** A regular annual meeting of the Board of Directors shall be held during the last month of the Corporation's fiscal year, at such time and place as determined by the directors, and with appropriate notice. The Board of Directors may provide, by resolution, the time and place, either within or outside the state of Oregon, for the holding of additional regular meetings. The resolution shall set forth the notice for the meeting. In addition, the Board shall schedule quarter-annual meetings.

3.4 **Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings for the Board of Directors may fix any place, either within or without the state of Oregon, as the place for holding any special meeting of the Board of Directors called by them.

3.5 **Notice.** Notice of any special meeting shall be given at least 24 hours previously thereto, either orally by telephone, email or in person, or by written notice delivered personally or mailed to each director at the director's address. If mailed, such notice shall be deemed to be delivered on the second day following deposit in the United States mail. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted nor the purpose of any special meeting of the Board of Directors must be specified in the notice or waiver of notice of such meeting.

3.6 **Quorum.** A majority of the number of the directors in office immediately before the commencement of the meeting shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

**3.7 Manner of Acting.** Unless expressly provided otherwise in these Bylaws, the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. Directors shall be deemed to be present at a regular or special meeting where all directors participating may simultaneously hear each other during the meeting, irrespective of whether or not they are present in the same location, as by a telephonic conference.

**3.8. Presumption of Assent.** A director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the Corporation immediately after the adjournment of the meeting. The right to dissent shall not apply to a director who voted in favor of the action.

**3.9. Removal.** Any individual director may be removed from office with or without cause by a vote of two-thirds of the directors then serving.

**3.10. Resignation.** Any director of the Corporation may resign at any time by giving written notice to the Corporation, to the Board of Directors, or to the chair of the Board, or to the president, or to the secretary of the Corporation. Any such resignation shall take effect at the time specified therein, or, if the time be not specified therein, upon its acceptance of the Board of Directors.

**3.11. Annual Appointment of Directors.** Annually, in August, directors shall be appointed as specified in paragraph 2.

Directors appointed will serve a term of one year except as otherwise provided in the bylaws. Directors may be appointed to serve for additional terms. Should a vacancy occur as a result of death, resignation, removal, disqualification, or any other reason, a Director shall be appointed as specified in paragraph 2. A Director appointed in the manner provided for in this paragraph shall serve the remainder of the term of the vacant position.

#### **4. OFFICERS**

**4.1 Number.** The officers of the Corporation shall be a president, vice-president, secretary and treasurer, each of who shall be elected by the Board of Directors. The Board may choose to elect one individual to serve in the position of secretary and also as treasurer. Other officers, such as additional vice-presidents or assistant officers may be elected by the Board of Directors.

**4.2 Election and Term of Office.** The officers shall be elected annually by the Board of Directors at the first meeting of the Board of Directors. If the election of officers shall

not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until that officer's successor shall have been duly elected and shall have qualified or until that officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

**4.3 President.** The president shall be the principal executive officer of the Corporation and, subject to the control of the Board of Directors, shall in general supervise all of the business and affairs of the Corporation. The president shall preside at all meetings of the Board of Directors. The president may sign, with the secretary or any other proper officer of the Corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors.

**4.4 Vice-President.** In the absence of the president or in the event of the president's death, inability or refusal to act, the vice-president (or in the event there is more than one vice-president, the vice-presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Any vice-president shall perform duties as from time to time may be assigned to the vice-president by the president or by the Board of Directors.

**4.5 Secretary.** The secretary shall:

**4.5.1.** Keep or cause to be kept at the principal office, or such other place as the Board of Directors may order, a book of minutes of all meetings of directors showing the time and place of the meeting, whether the meeting was regular or special and, if a special meeting, how authorized, the notice given, the names of those present at directors meetings, and the proceedings thereof.

**4.5.2.** In general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to the secretary by the president or the Board of Directors.

**4.6 Treasurer.** The treasurer shall:

**4.6.1.** Be responsible for the funds of the Corporation, cause the deposit and withdrawal of such funds in such depositories as may be authorized by the Board of Directors, ensure full and accurate accounts of receipts and disbursements in books are maintained at the

Corporation's principal office, and make financial reports available to the Board of Directors at least quarterly.

**4.6.2.** In general perform all duties incident to the office of treasurer and such other duties as from time to time may be assigned to the treasurer by the president or the Board of Directors.

**4.7** **District Support.** Clerical support for meeting minutes, communication of the meeting agenda, financial accounting and other duties as from time to time may be required will be provided by the Nestucca School District and will be billed to the Foundation on a monthly basis.

## **5. CONTRACT, LOANS, CHECKS AND DEPOSITS**

**5.1. Contracts.** The Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be in general or confined to specific instances.

**5.2. Loans to Corporation.** No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

**5.3. Checks, Drafts, Etc..** All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

**5.4. Deposits.** All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

**5.5. Execution of Documents.** The Board of Directors may, except as otherwise provided in these Bylaws, authorize any officer or agent of the Corporation to enter into any contract or execute any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, or unless inherent in the authority vested in the office under the provisions of these Bylaws, no officer, agent or employee of the Corporation shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit, or to render it liable for any purpose or for any amount.

**5.6. Loans.** The Corporation shall not lend money to, nor guarantee the obligations of, any director, officer, or employee of the Corporation.



6. **FISCAL**

The fiscal year of the corporation shall begin on January 1 and end on December 31.

7. **SEAL**

If the Board of Directors elects to provide a corporate seal, it shall be circular in form and shall have inscribed thereon the name of the Corporation and the state of incorporation and the words, "Corporate Seal – Oregon."

8. **WAIVER OF NOTICE – FORM OF NOTICE**

**8.1. Waiver of Notice.** Whenever any notice is required to be given to any director of the Corporation under the provisions of these Bylaws or under the provisions of the Oregon Nonprofit Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**8.2. Form of Notice.** Whenever, under the provisions of the Oregon Nonprofit Corporation Act or these Bylaws, notice is required to be given to any director it shall not be construed to mean personal notice, but such notice may be given in writing, by mail or email addressed to such director at the address as it appears on the records of the Corporation, or at the last known business or residence address of the director prepaid, and such notice if mailed shall be deemed to be given at the time when the same shall be deposited in the United States mail (except as expressly provided for otherwise in paragraph 3.5), and if emailed shall be deemed to be given when the email is sent.

9. **AMENDMENTS**

These Bylaws may be altered, amended, or repealed and new Bylaws adopted with the formal approval of the Board of Directors of the Board of Directors of Neah-Kah-Nie School District, Nestucca Valley School District, Tillamook School District and Tillamook Bay Community College.

10. **INDEMNIFICATION OF DIRECTORS AND OFFICERS**

**10.1. Directors and Officers.** The Corporation shall indemnify to the fullest extent permitted by law, any person who is made, or threatened to be made a party to or witness in, or is otherwise involved in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal administrative, investigative, or otherwise (including any action, suit or proceeding by or in the right of the Corporation) by reason of the fact that:

**10.1.1.** The person is or was a director or officer of the Corporation or any of its subsidiaries;

**10.1.2.** The person is or was serving as a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the Corporation or any of its subsidiaries; or

**10.1.3.** The person is or was serving, at the request of the Corporation or any of its subsidiaries, as a director or officer, or as a fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust or other enterprise.

**10.2. Employees of Other Agents.** The Corporation may indemnify its employees and other agents to the fullest extent permitted by law.

**10.3. Advances of Expenses.** The expenses incurred by a director or officer in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal administrative, investigative, or otherwise, which the director or officer is made or threatened to be made a party to or witness in, or is otherwise involved in, shall be paid by the Corporation in advance upon written request of the director or officer, if the director or officer:

**10.3.1.** Furnishes the Corporation a written affirmation of his or her good faith belief that he or she is entitled to be indemnified by the Corporation; and

**10.3.2.** Furnishes the Corporation a written undertaking to repay such advance to the extent that it is ultimately determined by a court that he or she is not entitled to be indemnified by the Corporation. Such advances shall be made without regard to the person's ability to repay such expenses and without regard to the person's ultimate entitlement to indemnification under this or otherwise.

**10.4 Nonexclusively of Rights.** The rights conferred on any person by this paragraph shall be in addition to any rights to which a person may otherwise be entitled under any articles of incorporation, bylaw, agreement, statute, policy of insurance, vote of Board of Directors, or otherwise.

**10.5 Survival of Rights.** The rights conferred on any person by this paragraph shall continue as to a person who has ceased to be a director, officer, employee or agent of the Corporation; and shall inure to the benefit of the heirs, executors and administrators of such person.

**10.6 Amendments.** Any repeal of this paragraph shall be prospective only and no repeal or modification of this paragraph 10 shall adversely affect any right or protection that is based upon this paragraph 10 and pertains to an act or omission that occurred prior to the time of such repeal or modification.

**11. TRANSACTIONS BETWEEN CORPORATION AND INTERESTED DIRECTORS**

**11.1. Conflict of Interest.** A transaction with the Corporation in which a director of the Corporation has a direct or indirect interest is not voidable by the Corporation solely because of the director's interest in the transaction if either (1) the material facts of the transaction and the director's interest were disclosed or known to the Board of Directors or a committee of the Board of Directors, and the Board of Directors or committee authorized, approved or ratified the transaction; or (2) the transaction was fair to the Corporation. Authorization, approval or ratification occurs if a majority of the directors of the Board of Directors or on the committee, who have no direct or indirect interest in the transaction vote to authorize.

**11.2. Disqualification.** A director of the Corporation shall not be disqualified by the director's office from contracting with the Corporation as vendor, purchases, or otherwise; nor shall any contract or arrangement entered into by or on behalf of the Corporation in which any director is in any way interested be voided on that account, provided that such contract or arrangement shall have been approved or ratified by a majority of the Board of Directors without counting in such majority the director's so interest, although such director may be counted toward a quorum.

**12. MISCELLANEOUS**

**12.1. Informal Action by Directors.** Any action required by the Oregon Nonprofit Corporation Act to be taken at a meeting of directors or any other action which may be taken at a meeting of the directors may be taken without a meeting if a consent in writing setting forth the action so taken be signed by all the directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as the unanimous vote of such directors.

**12.2. Books and Records.** The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Board of Directors.

**13. COMMITTEES**

The Board of Directors may establish special committees from time to time as they deem necessary for the effective management of the Corporation.

**14. CORPORATION PURPOSE**

This Corporation is intended to qualify as a tax-exempt nonprofit entity under Section 501(c)(3) of the Internal Revenue Code, as amended from time to time, and as a public benefit organization under the Oregon Nonprofit Corporation Act, as amended from time to time. Specifically, the Corporation has been established as a nonprofit corporation whose purpose is to enhance, expand and promote educational options, services and programs provided to parents and students of Tillamook County. Examples of such options and services may include the creation of a career technology program/center. This stated purpose is to promote education and charitable causes as defined in Section 501(c)(3) of the Internal Revenue Code. Notwithstanding any other provisions of these Bylaws, the Corporation shall not carry on any activity not permitted to be carried on by an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code.

Approved: \_\_\_\_\_, 2024

We hereby understand and agree to the above terms and conditions.

IN WITNESS WHEREOF, the parties have executed this contract as of the date \_\_\_\_\_, \_\_, 2024.

**Costal Career Technical Coalition Foundation Board of Directors:**

By: \_\_\_\_\_  
\_\_\_\_\_, President

By: \_\_\_\_\_  
\_\_\_\_\_, Vice President

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary/Treasurer

## NOTES FROM NESTUCCA HIGH SCHOOL

June 6, 2024

### Recent Activities:

- We had 33 seniors graduate on Friday night. We had two current seniors who did not walk, but am hopeful they will finish during the summer so we can award them a diploma. We also have two additional seniors who started the year with us, but moved away and did not register at their new location. We are still working on getting those two registered online or at a local school.
- At graduation, there was more than \$257,000 in scholarship monies that our graduates received. In addition, we have two juniors who have already received \$45,000 in scholarships for when they graduate. I do believe that SchoolLinks helped these students apply for college, look at careers and apply for scholarships. I am hopeful this will continue in the future.
- We had National Honor Society inductions on June 6, 2024. Nine students were inducted, including Kai Wright, Pedro Sandoval, Micah Rigg, Jackie Gutierrez, Fabian Tovar, Alyssa Manzonie, Lilly Shippee, Elaina Schamp, Draven Marsh and Audrey Gaine.
- Nestucca Games ended on June 3<sup>rd</sup>. All of the competitions were fun to watch and some were very funny to watch. Although it is a crazy time of year to be doing these activities, it also brings the kids to school and they are actively engaged in the day. Before, many times, we would have poor attendance at school the last few weeks.
- We had one emergency at school a couple of weeks ago, and I don't want to go into names here, but want to publicly recognize how our staff and students handled the situation. One senior in particular I was very impressed with.
- The final band and choir concert of the year took place on May 23<sup>rd</sup>. It was very enjoyable, and I am sure that those seniors who had their last performance at Nestucca will be sorely missed.

### Upcoming Activities:

- ODE has published new graduation requirements, adding a half of a career credit and a half of a personal finance credit. We already surpass the required half credit of career, as our Nestucca Diploma requires a full credit of career education. We are going to incorporate the personal finance requirement into our SOAR (Senior Options and Resolution) course, which seniors do during advisory.
- The big upcoming event is...SUMMER! Again, this time of year is crazy; yet, our staff seems to work together, back each other up and accomplish what seems impossible.
- Summer school will be going on at the high school, as well as the K8. However, we run our summer school more like a credit recovery. Students can come in when they want (scheduled ahead of time) to meet with staff who can help them with the credits they might be deficient of. We are also offering an art class and a science class so students can get a jump start on next year!



## Nestucca K-8 School

Kristina Albin, Principal • Heidi Schultz, Assistant Principal  
Connie Dollar, Office Manager • Tami Flinter, Attendance Secretary

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### Board Report

June 10, 2024

- ❖ MAP Spring Benchmark testing was a success. Kindergarten through second-grade students took the MAP Growth Reading and Math and Reading Fluency. Our upper-level students took the MAP Growth Reading and Math. We are very pleased with most of the results.
  
- ❖ Our student council assisted the Rotarians in the dedication of a Peace Pole in front of the school. One of the student council members researched the history of a Rotarian, as well as what a peace pole is. She presented this information during the dedication.
  
- ❖ Celebrating the 2024 graduation class was wonderful as they walked down our hallways while K-8 students and staff cheered for them. We are proud of all of them and wish them the best of luck in their next chapter of life.
  
- ❖ I want to take this opportunity to express my gratitude towards all staff at the K-8. We had a wonderful year providing students with quality instruction, hands-on opportunities, and a safe and caring environment. Being in education is not easy. However, it is one of the most important and rewarding experiences one can have. Thank you to everyone who had an impact on students this year. It truly *takes a village!*

Kristina Albin  
Nestucca K-8 Principal

## Board Report

### Special Programs-Kellow

6/10/24

- First and foremost, I wanted to thank all my Special Programs staff for a great year. There were many challenges along the way and many challenges still lie ahead, but this team handles it with grace and always puts our students first. I am proud of the work they have done this year and I feel like the sky is the limit with new programs, systems etc., that will start in the '24-'25 school year. I would also like to thank the K8 building administration, Kristina Albin and Heidi Schultz, Superintendent Wharton and the DO team for caring so much for our students and always being there to help/support in any way they can. I feel so fortunate to work with such an amazing group of ladies.
- Along with her case manager duties, Amy Gianella will be joining me for the remainder of June auditing all our special education files. Amy is not only a great teacher, she is paperwork/compliancy dynamo and I feel very lucky that she will be helping me out. Behind the scenes, special education paperwork is a critical element of all of our programs, as these are legal documents and require a lot of attention to detail to make sure our district is in compliance with the state standards. Because we had a compliant state audit of our SpEd program last year, we will not be required to have a full audit until '25-'26, but getting a jump start always makes me feel better! The remainder of this year will be spent doing that, along with all of the end of year federal program reports/collections.
- Looking to August, I have started planning some Mandt training sessions for our staff. I am excited to use my new licensure to help our staff de-escalate behaviors and keep everyone safe. Also, we will continue to train and work hard to learn our new online SpEd platform. I look forward to a time that we are confident/experienced with this new platform and it becomes second nature for myself and our hard working case managers.

## Board Report

6/6/2024

I had an opportunity to meet with Sherry Cook and a couple of other individuals to discuss the CTE project moving forward. I would like to particularly thank a couple of individuals involved in this meeting, Jeremy Strober and Jim Prinzing. Jeremy and Jim have both been very committed to the CTE project and their insights and help have been invaluable. If you happen to see them please be sure and thank them for their efforts.

Also, I had the good fortune of attending the final Foundation meeting for the school year. At the meeting we discussed modifications to the Foundation to be a for moving the CTE project forward. There is a particular community member I would like to thank that was at this meeting, Jake Thiemens. Jake has freely committed his time and expertise from the beginning of the project. If you see him please be sure to thank him.

I am attending the DJC Top Projects Awards Event this evening in Portland. Our new CTE Lab is up for an award. It is amazing that our second project is up for a DJC award. I would like to thank O'Brien Construction, Keeley O'Brien, David Weathers, Derek Salo and all of the other O'Brien employees and sub-contractors. They have been a tremendous partner in our facilities revitalization and our CTE project. Also, to thank ZCS who have also been incredible partners. Further, a big thank you and debt of gratitude to Brian Hardebeck from OTAK who has been a tremendous asset to Nestucca and from whom I have personally learn a tremendous amount.

Finally, as I wrap up my time at Nestucca Valley School District I want to express my sincere thanks and gratitude to the School Board and its members past and present. The support, guidance and leadership you have and are providing has been extraordinary.

Chad

Chad C. Holloway  
Administrator of Facilities and Alternative Education  
Nestucca Valley School District #101





**Heidi Schultz**  
*Early Learning Program Director*  
P.O. Box 33 Cloverdale OR 97112  
Ph 503-392-3194 x353

June 5, 2024

NVSD Board of Directors,

Nestucca Early Learning Center is busily planning for Preschool Graduation on Thursday, June 13, 2024 at 12:30 pm in the small gym of the Nestucca K8 building. We are excited to see 10 of our students walk across the stage and graduate from Preschool. Please join us in this celebration, if you can!

We have had a busy month! We hosted a Kindergarten registration day at the ELC building in Hebo. Our staff worked hard to support families in the registration process, along with screening incoming kindergarteners through skills assessments, vision, and hearing screenings. This was a great process and we look forward to implementing it annually.

On Wednesday, June 5th we hosted a transition night at the K8 building. All incoming kindergarten students and families joined us to learn what is needed to be prepared for our first day of Kindergarten. We delivered an informative parent presentation, conducted a tour of the building, and ate together! Students left with a bag full of learning materials and books to help them practice over the summer. We were able to complete these events through funding from the Kindergarten Transition Grant award.

Lastly, I want to give a big shout out to our staff who worked so hard everyday, the support from Misty who sees the benefits of early learning, and all of your support.

Have a warm and relaxing summer!

Sincerely,

Heidi Schultz  
[heidis@nestucca.k12.or.us](mailto:heidis@nestucca.k12.or.us)



## NESTUCCA VALLEY SCHOOL DISTRICT

P.O. Box 99, Cloverdale, Or. 97112 503-392-3194  
*Inspiring individual excellence, instilling diligence,  
and initiating life-long learning.*

**Misty Wharton**  
*Superintendent*

**Megan Kellow**  
*Special Programs Administrator*

**Kim Seals**  
*Fiscal Admin. Assist.*

**Ursula McVittie**  
*Human Resources Specialist*

**Sarah Lewis**  
*Executive Assistant  
Board of Directors Secretary*

**NESTUCCA VALLEY SCHOOL DISTRICT  
June 10, 2024  
REGULARLY SCHEDULED BOARD MEETING**

Thank you to all students, staff, parents and community members of the Nestucca Valley School District. As always, the 2023-2024 school year provided us successes, and challenges but most importantly learning for all stakeholders. I am looking forward to our next year together, and am energized by some of the work we have accomplished and excited about some new work we will take on, in the 2024-2025 school year. Have a wonderful relaxing summer and we will see you in August as we gear up for another year of growth and achievement.

**NO MEETING IN JULY of 2024**

**NEXT MEETING WILL BE AUGUST 19, 2024 AT 6:00PM IN THE HIGH SCHOOL CAFETERIA**