



## SOUTH LANE SCHOOL DISTRICT 45J3

Children Come First • Always Learning, Teaching, Caring • Safe, Respectful, and, Inclusive Schools & Community

### April 8, 2024 SCHOOL BOARD MEETING

**Regular Session**  
**5:30 pm**  
~~Executive Session Immediately Following~~

**MEETING LOCATION- 455 Adams Ave, Cottage Grove**  
**[Zoom Link Click Here](#)**

The South Lane School Board appreciates hearing from our citizens. We value the ideas, opinions, questions, concerns, suggestions, and input from parents and community members. The Board of Directors allows time for testimony when indicated on the Agenda regarding published agenda items at the corresponding point in the meeting. A visitor may speak to a topic not on the published agenda during Public Comment. It is the board's practice to allow three minutes per speaker.

South Lane SD Board of Directors have limited seating in their Board Room for the public to view their sessions in person. Citizens are invited to join the Board meeting online. Meetings will also be broadcast on South Lane Community Broadcasting 14.4. If you wish to speak to the Board about an agenda item or another topic, please submit an email request to the Board Secretary at [public.comment@slane.k12.or.us](mailto:public.comment@slane.k12.or.us) before noon on the day of the Board meeting. You may also use the signup sheet outside the Board Room before the meeting. Request to speak must include the following:

Full name, home address, email address, date, agenda item or topic. If you want to submit written testimony, attach a separate document or include the message in the email request.

By Oregon statute, Board meetings are an opportunity for members of the public to observe the Board conducting district business. School Board meetings are not a public forum, or an opportunity for the public to join the Board's discussion. For this reason, when public testimony is provided, Board members listen quietly and do not respond or interact with those giving testimony. This process can sometimes confuse and may seem like the Board is unresponsive, but is necessary for efficient conduct of school district business. If a question is asked, the Superintendent will follow up or ask a Cabinet member to follow up to respond on their behalf.

For additional information contact: South Lane District Office at (541) 942-3381 (phone) \* (541) 942-8098 (fax)



Meeting Date: April 8, 2024

I. Call to Order and Flag Salute

**Regular Session**

II. Consent Agenda (Action)

1. 3-4 Draft Minutes
2. 3-11 Draft Minutes
3. 3-18 Draft Minutes
4. Al Kennedy High Out of State Trip- California
5. Retirements, Resignations, New Hire, LOA

III. Reports/Discussion

1. Student Representative Report
2. OSEA Representative Report
3. SLEA Representative Report

IV. Public Comment

V. Administrative Reports/Discussion

1. Superintendent Update
2. Business Office Update
3. Youth Truth Data Survey
4. 2024-2024 Draft School Calendar
5. 2024-2025 Proposed Board Meeting Schedule

VI. Information

1. Policy Report  
Policy JBA/GBN Sexual Harassment 1<sup>st</sup> Read

VII. Business (Action)

1. Math Curriculum Adoption –*Action*
2. Approval of OSEA Collective Bargaining Agreement 2024-2027- *Action*
3. Superintendent Evaluation Summary - *Action*

~~VIII. Executive Session~~

~~To consider dismissal or discipline 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))~~ **Removed (no longer needed) 4-5-24 after posting**



## SOUTH LANE SCHOOL DISTRICT 45J3

Children Come First • Always Learning, Teaching, Caring • Safe, Respectful, and, Inclusive Schools & Community

- IX. Upcoming Dates
  - April 15, 2024, Board/Budget Committee Meeting 'Budget 101'
  - May 6, 2024, Board Regular Session
  - May 20, 2024, Budget Committee Meeting
  - May 28, 2024, Budget Committee Meeting \* If Necessary
  - June 10, 2024, Budget Public Hearing/Board Regular Session Immediately Following
- X. Board Committee and School Events Reports & Future Agenda Item Requests
- XI. Adjournment



**Date:** 3-05-2024/4-8-2024  
**To:** SLSD School Board  
**From:** Human Resources  
**Subject:** Personnel Changes

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**STAFF RECOMMENDATION:**

Approve the personnel action for licensed employees as reflected below.

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**Resignations/Retirements**

**Effective: 6-30-2024**

1. Resignation, Tanya Maxwell, 1.0 FTE, LON
2. Resignation, Cornelia Wonham, 1.0 FTE, LMS
3. Resignation, Trisha Chapman, 1.0 FTE HARR
4. Resignation, Jackson Zentner, 1.0 FTE, LMS
5. Resignation, Lacey Guest, 1.0 FTE, CGHS
6. Resignation, Christopher Blanchard, 1.0 FTE, HARR

**Classified Retirements**

**Effective: 6-30-2024**

1. Retirement, Barbara Rohr, 1.0 FTE, LON
2. Retirement, Kathy Ward, 1.0 FTE, DOR



**Meeting Minutes for Meeting on:  
March 4, 2024**

**[Agenda/Minutes/Meetings Published to View](#)**

**Board Members Present:**

Colleen Valley

Duane Taddei

Jeff Gowing

Joe Tucker

Sherry Duerst-Higgins

Tammy Hodgkinson

Taylor Wilhour

**Student Representatives Present:**

Victor Rodriguez & Laura Sisson-Cottage Grove High

**Call to Order and Flag Salute**

Board Chair Taylor Wilhour called the meeting to order and led the flag salute at 5:32 pm.

**Public Welcome**

Chairman Wilhour welcomed the public and reviewed the Agenda.

**Consent Agenda (Action)**

1. 2-5 Draft Minutes
2. 2-26 Draft Minutes
3. Retirements, Resignations, New Hire, LOA
4. Renewal/Non Renewals for 2024-25
5. Extension/Non Extensions for 2024-25

Board Member Duerst-Higgins motioned to approve the Consent Agenda, with Board Member Taddei requesting items 4 and 5 be removed for discussion. Mr. McCasline explained the extensions and non-extensions in further detail. Board Member Wilhour seconded the motion. The motion passed with a unanimous vote.

## **Public Comment**

**Danny Hensen-** spoke as a Community, Staff, and Union Member on Payroll issues.

**Sherry Yoss-** spoke on the petition she has created, giving a rough count of signers and starting a non-profit to assist her with the efforts.

**Audrey Stepp-** spoke on the payroll as a current teacher.

**Stacy Campbell-** spoke on payroll issues and support as an Educational Assistant.

**Ruby Davey-** spoke about her experience with payroll issues.

**Lisa Sherman-** spoke on her experience as a veteran teacher and issues with benefits/payroll.

**Sarah Jones-** spoke on benefits/payroll issues and shared her experience.

**Bonnie Sano-** signed up to speak on “words”.

## **Reports/Discussion**

*Click the link above to view all Representative Reports in detail.*

1. Student Representative Report –Cottage Grove High students shared upcoming events.
2. OSEA Representative Report –Not Present
3. SLEA Representative Report – Ms. Quindry spoke on payroll issues.
4. Family Resource Update- Ms. Murphy and Ms. Canales, with some of their team support from the audience, updated the Board on their support for the community during the January Ice Storm. The connections they shared with Disaster Relief Organizations helped the Cottage Grove Community immensely, it amazed

## **Administrative Reports/Discussion**

1. Superintendent Update—Mr. McCasline gave the Superintendent Report emphasizing the work on Payroll issues this past week, particularly the conversations with PERS. The upcoming discussions will be with American Fidelity. He ended the report by stating we will repair the lack of trust and continue to update the staff.

2. Business Office Update—Ms. Gowing and Ms. Doland presented the Board with a PowerPoint update on payroll, the new finance software system, and communications to staff. They answered questions brought forward by the Board.



**Business (Action Items)**

1. Academy for Charter Education (ACE) Annual Report- 5 year Charter Renewal *Action*

Ms. Sahnou shared a PowerPoint showcasing the ACE Charter.

Board Member Taddei motioned to approve the ACE annual report/Charter Renewal, with Board Member Hodgkinson seconding the motion. The motion passed with a unanimous vote.

2. Budget Committee Member (Position 6) Appointment

Board Member Duerst-Higgins motioned to appoint Brittney Stewart to the Position 6 Budget Committee Member opening, with Board Member Jeff Gowing seconding the motion. The motion passed with a unanimous vote.

3. Resolution Proclamation Classified Appreciation March 4-8

Chairman Wilhour read the proclamation, asking all to celebrate our staff.

Chairman Wilhour called a 10-minute break and moved to the Executive Session.

**Executive Session**

Executive Session-Deliberations with Labor Negotiator-ORS 192-660 (2)(d)

To conduct deliberations with persons designated by the governing body to carry on labor negotiations. This does not include the negotiations themselves; labor negotiations between the board and union are held in open session unless both parties agree to an executive session.

Chairman Wilhour closed the Executive Session at 8:32 pm. No action was taken during the Executive Session.

**Upcoming Dates**

- March 11, 2024 Zoom for Yvonne Superintendent Goals Progress
- March 18, 2024, Executive Session
- April 8, 2024, Board Regular Session
- April 15, 2024, Budget Committee Meeting

**Board Committee and School Events Reports & Future Agenda Item Requests**

*Click the link above to view the Board of Directors' reports.*

**Adjournment**

Chairman Wilhour adjourned the meeting at 9:18 pm

Meeting minutes were prepared by Tonya Kerns, Secretary of the Board.

Taylor Wilhour, Board Chair

Dr. Yvonne Curtis, Superintendent



**Meeting Minutes for Meeting on:  
March 11, 2024**

**[Agenda/Minutes/Meetings Published to View](#)**

**Board Members Present:**

Colleen Valley

Duane Taddei

Jeff Gowing

Joe Tucker

Sherry Duerst-Higgins

Tammy Hodgkinson

Taylor Wilhour

**Student Representatives Present:**

Hayes Valley- Cottage Grove High

**Call to Order and Flag Salute**

Board Chair Taylor Wilhour called the meeting to order and led the flag salute at 5:30 pm.

**Public Welcome**

Chairman Wilhour welcomed Superintendent Curtis via Zoom.

**Regular Session**

**Administrative Reports/Discussion**

1. Superintendent Progress on Goals – Dr. Curtis went over her Goals and alignment of her Goals to the Goals of the District. Document provided.

The next step in the Superintendent Evaluation Process will be an Executive Session with Vince Adams, Oregon School Board Association (OSBA), on March 18 to evaluate and write the Superintendent Evaluation Summary.

### Upcoming Dates

- March 18, 2024, Executive Session
- April 8, 2024, Board Regular Session
- April 15, 2024, Board/Budget Committee Meeting
- May 6, 2024, Board Regular Session
- May 20, 2024, Budget Committee Meeting
- May 28, 2024, Budget Committee Meeting \* If Necessary
- June 10, 2024, Budget Public Hearing/Board Regular Session Immediately Following

### **Adjournment**

Chairman Wilhour adjourned the meeting at 6:34 pm.

Meeting minutes were prepared by Tonya Kerns, Secretary of the Board.

Taylor Wilhour, Board Chair

Dr. Yvonne Curtis, Superintendent



**Meeting Minutes for Meeting on:  
March 18, 2024**

**[Agenda/Minutes/Meetings Published to View](#)**

**Board Members Present:**

Colleen Valley

Duane Taddei

Jeff Gowing

Joe Tucker

Sherry Duerst-Higgins

Tammy Hodgkinson

Taylor Wilhour

**Call to Order and Flag Salute**

Board Chair Taylor Wilhour called the meeting to order and led the flag salute at 5:31 pm.

**Public Welcome**

Chairman Wilhour welcomed the public and Introduced Vince Adams, Oregon School Board Association, who will assist in facilitating the Progress on Goals and Summative Evaluation Writing on Superintendent Curtis' Goals.

**Executive Session**

Executive Session to Deliberate with Labor Negotiator

To conduct deliberations with persons designated by the governing body to carry on labor negotiations. This does not include the negotiations themselves; labor negotiations between the board and union are held in open session unless both parties agree to an executive session.

ORS192-660(2)(d)

Chairman Wilhour closed that session at 5:35 and welcomed the Media into the room as he shared the expectations of the media while observing an executive session and read the 'Media Statement'.

Executive Session to review and evaluate the performance of the chief executive officer or any other public officer, employee, or staff member, unless the person whose performance is being reviewed and evaluated requests an open hearing. ORS192.660(2)(I)

Chairman Wilhour closed the executive session at 7:53 pm no action was taken during the executive session.

Board Member Duerst-Higgins and Board Member Taddei questioned Superintendent Curtis's contract. They both would like to look into the terms of her contract and a possible renegotiation of the term date. This topic will be discussed at a future meeting.

#### **Upcoming Dates**

- April 8, 2024, Board Regular Session
- April 15, 2024, Board/Budget Committee Meeting
- May 6, 2024, Board Regular Session
- May 20, 2024, Budget Committee Meeting
- May 28, 2024, Budget Committee Meeting \* If Necessary
- June 10, 2024, Budget Public Hearing/Board Regular Session Immediately Following

#### **Adjournment**

Chairman Wilhour adjourned the meeting at 8:17 pm.

Meeting minutes were prepared by Tonya Kerns, Secretary of the Board.

Taylor Wilhour, Board Chair

Dr. Yvonne Curtis, Superintendent

## Field Education Specifications:

**Date:** 5/9-5/11

**Subject:** Science/ SS/LA

**Student Group:** Cohort based on whos signed up

**Location of Field Education venue:** Redwoods and Oregon Caves

**Educational Objective:** Explore native species of the Oregon and California coast, learn about cave exploration and cave vocabulary, create lasting memories through journaling

Schedule	Activity	Location (address)
<b>Day 1 September 29th</b>		
<b>5/8</b>	Pre pack	AKHS
<b>5/9 7:00 am</b>	Gear up/ Load bus for trip	AKHS
<b>5/9 7:30- 8:00 am</b>	Pack coolers	
<b>Leave</b>	9:00	
	Oregon Caves /Lunch	21000 Caves Highway Cave junction Oregon
<b>Bug bathroom</b>		Otis Oregon
	Arrive at Jeddadia Smith Camp Ground Camp site 43, 44	1461 US-199, Crescent City, CA 95531 Phone: (707) 464-6101

6: -9:00	Set <table border="1" style="margin-left: 20px;"> <tr> <td>Games/ Showers</td> </tr> <tr> <td>Lights Out</td> </tr> </table> up Camp; Cook Dinner, clean up Write/ Journal Time	Games/ Showers	Lights Out	
Games/ Showers				
Lights Out				
9:00 -10:00				
11:00				
<b>Day 2 September 30th</b>				
<b>9/30/22</b> 7:00 am	Wake Up / Breakfast			
	Crescent City Gas up			
	Arrive at Trees of Mystery Visit Photos with Paul	15500 US-101, Klamath, CA 95548		
	Elk Prairie walk Big Tree/ or Cathedral tree	Newton B. Drury Scenic Pkwy, Orick, CA 95555		
	Elk Lunch			
	Fern Canyon	41.4016° N, 124.0650° W		
	Crescent City Beach			
7:00 8:00	Return to Jedidiha Smith State Park Cook Dinner.	1461 US-199, Crescent City, CA 95531  Phone: (707) 464-6101 15500 US-101, Klamath, CA 95548		
8:00-9:00	Activity or Lesson Time			
9:00-11:00	Journal and Writing			

	Showers	
11:30	Lights out	
<b>DAY 3 October 1st</b>		
<b>10/1/22</b> 7:30 am- 8:30 am	Wake up Breakfast/ Clean up/ Pack	
9 am	Grove of the Titans Snack/ Water	<b>Latitude:</b> 41° 46' 44.17" N <b>Longitude:</b> -124° 06' 6.78" W
11	Lunch @ Stout Grove	<div style="border: 1px solid black; width: 150px; height: 30px; margin: 0 auto;"></div>
12:00	Stout Grove	
1:30	Leave for Home	
	Gas Stop/ snack	
	Arrive at KAHS 4-6pm Clean Unpack Bus	

Potential Hazards (e.g. road hazards, activity hazards, weather)	Risk Mitigation
high surf	avoid beach area
Tsunami	<a href="http://oregonstateparks.org/index.cfm?do=main.loadFile&amp;load=_siteFiles/publications/38155_south_beach-5_panel101025.pdf">http://oregonstateparks.org/index.cfm?do=main.loadFile&amp;load=_siteFiles/publications/38155_south_beach-5_panel101025.pdf</a>
Bear	Bear boxes for food
Forrest Fire	Check Fire maps before Leaving

	<a href="https://www.fireweatheravalanche.org/fire/">https://www.fireweatheravalanche.org/fire/</a> <a href="https://fsapps.nwcg.gov/#">https://fsapps.nwcg.gov/#</a>
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<b>Emergency Procedures</b>
<p>In the event of an Emergency, students will be taken to:          If an Emergency Occurs students will be taken to the nearest ranger station          Or          The nearest Hospital depending on the situation</p>

<b>Nearest Hospital, address and phone number:</b>
<p><b>Asante Three Rivers Medical Center</b>          500 SW Ramsey Ave          Grants Pass, OR 97527          541-472-7000</p> <p><b>Sutter coast Hospital</b></p> <p><b>Address</b>          800 East Washington Blvd.          Crescent City, CA 95531  <a href="#">Map and directions</a></p> <p><b>Phone</b>          (707) 464-8511</p>

Maps: See Attached

Teacher/Chaperone on trip	Phone Number
Jessica Martinez	503-997-2840
Brandi Baker Rudicel	541-554-8677
Ryan Carroll	541-579-0656





**Date:** 3-05-2024/4-8-2024  
**To:** SLSD School Board  
**From:** Human Resources  
**Subject:** Personnel Changes

---

**STAFF RECOMMENDATION:**

Approve the personnel action for licensed employees as reflected below.

---

**Resignations/Retirements**

**Effective: 6-30-2024**

1. Resignation, Tanya Maxwell, 1.0 FTE, LON
2. Resignation, Cornelia Wonham, 1.0 FTE, LMS
3. Resignation, Trisha Chapman, 1.0 FTE HARR
4. Resignation, Jackson Zentner, 1.0 FTE, LMS
5. Resignation, Lacey Guest, 1.0 FTE, CGHS
6. Resignation, Christopher Blanchard, 1.0 FTE, HARR

**Classified Retirements**

**Effective: 6-30-2024**

1. Retirement, Barbara Rohr, 1.0 FTE, LON
2. Retirement, Kathy Ward, 1.0 FTE, DOR



**Date:** 3/20/24  
**To:** SLSD School Board  
**From:** AKHS- Cain Calixto & Leland Whiterock  
**Subject:** April Update

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**Update from School:**

**What's happened recently?**

3/8/24: Students took a field trip to the Salem Wool Mill and Chemeketa Community College.

3/8/24 Students took a field trip to Umpqua Community College and checked out the auto mechanics, welding, dental and police career options.

3/9/24 AKHS held a First Aid and Infant CPR class for AKHS students that are entering into an Early Childhood Education internship this term.

3/22/24 School wide PBIS field trip to Defy Trampoline Park.

Students picked the theme for this year's prom, which will be casino night. The event will have games prizes food, drinks music

**Upcoming Events:**

4/5/24 Rock Climbing Field Trip to Elevate

4/19/24 Proxy Fall Field Trip going to hike the falls

4/25 & 4/26 OMSI & Oregon Zoo Field Trip

**Attachments/Links:**

**Date:** 10/2/23  
**To:** SLSD School Board  
**From:** AKHS- Cain Calixto  
**Subject:** October Update

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### **Update from School:**

#### **What's happened recently?**

- Took down the play structure and removed the fencing, so that we can get our bee shed on campus, in order to process the honey and beeswax.
- Applied for a grant from Weyerhaeuser to build a student-created outside structure and break area.
- Held our first GSA club meeting last week
- Staff and students were CPR/first aid certified 2 weeks ago
- Field trip to the Raptor Center, toured the LCC programs, hiked Mount Pisgah

#### **Upcoming Events:**

- In two weeks we are holding our fall festival to kick off Parent Teacher Conferences:
  - Cider station
  - Hotdogs w/ homemade chili (tomatoes and beans grown in our garden)
  - Pumpkin painting
  - "Thanks" giving tree
- First BIPOC student union meeting this Thursday
- Upcoming Field Trips: Hike Silver Falls this Friday, CLC manufacturing tour 10/12, Corn Maze math field trip 10/27

### **Attachments/Links:**



**Date: April, 3rd, 2024**

**To: SLSD School Board**

**From: Cottage Grove High**

**Subject: Student Representative Update**

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#### APRIL REPORT

- We had our El Tapatio Night for our Lion Pride Pageant which helped kick off all of our upcoming events with Lion Pride Pageant!
- The Lion Pride Pageant Wash which will be held on Friday the 13th of April !
- Our upcoming Basketball Game for the Lion Pride Pageant will be held on Wednesday the 10th of April ! It will be held at the Cottage Grove High School Gymnasium, desserts made by contestants will also be auctioned to help raise even more money for children's miracle network!
- FBLA (Future Business Leaders of America) had their field trip to the State Conference, about 24 members attended at this overnight trip
- On A European trip, 18 students went for the duration of Spring break, they traveled to France, Germany, and Switzerland!
- Our spring sports have begun! This includes baseball, softball, track, and golf!!
- Later in the month, we will be holding ASB and Student Council elections for the high school
- MECHA attended the Mente conference up in Portland, helped those who attended build connections and relationships with colleges, workforces, and army!
- Leadership took about 20 students from their class to visit the Lincoln Middle School to help answer questions and give advice for middle schoolers about high school life

# BOARD MEETING SPEAKER SIGN IN SHEET



Meeting Date: April 8, 2024

A Visitor May Speak on any topic **listed on** the agenda during Public Comment

\*Non agenda items may be introduced and considered

*There will be public comment after approval of the Consent Agenda for citizens to address the Board. If you wish to address the Board, you must sign-up before the meeting begins. Statements by members of the public should be brief and concise.*

✓ The Board Chair will call your name when it is your turn to speak.

✓ You will address the Board with your public comment limited to 3 minutes for each individual. Due to time constraints, the Board may limit the number of individual comments to those related to Agenda Items.

✓ Please sign below, completing all sections. If not completed fully, it may result in the inability of the Board to call you for public to be heard.

✓ When called, please state your name, relationship to the district, and the subject you will address.

✓ \*If you would like to address the Board on a topic not on the Agenda, Please submit a request in writing to the Board Secretary

\*\*Public Comment Request-Non Agenda Item Form.

NAME	ADDRESS in South Lane SD	TOPIC	IS TOPIC ON AGENDA?
Ben Robbins	75101 Reservoir Rd G 05 97464	Student health and wellness	Not sure.
Joe Lengele	1720 Anthony Ct	Lincoln Middle School wellness	Not sure
Bonnie Sano	33739 Coa Jac, CG	Apology	No



Public Comment Request-Non Agenda Item

The South Lane School Board invites and encourages citizen attendance and involvement.

All Board of Education monthly business meetings (with the exception of executive sessions) are open to the public and are conducted in public - but are not necessarily meetings for public participation. Hearings on subjects are conducted at separate meetings.

Note: Tonight's business meeting is designed to keep presentations and deliberations efficient and effective. The Board will not comment, but listen only. A visitor may introduce a topic not on the published agenda. However, the Board, at its discretion, may decide not to address a request and refer the matter to administration for action or for study and to report at a subsequent meeting if your topic is outside the scope of the Board's governance. We ask that you remember that Oregon law prohibits us from discussing specific employees or their job performance. The Board encourages citizens to share their ideas, opinions, raise questions, concerns or compliments. If you wish to speak to a topic not on the Agenda please complete this form and submit to the Board Secretary. Please submit form to the Board Secretary prior to the start of the meeting. Requests to speak are not accepted after the meeting starts but you may use this form to provide written testimony instead.

Name Jan Phillips Date 4-8-24

Address 7701 Rosarville Rd G or 97424

Email benj@242@gmail.com

Relationship with District:  Citizen/Community Member  Parent  Student

Agenda Item/Topic Health Student Health and Wellbeing

Group Spokesperson? Yes  No  Group: \_\_\_\_\_

Written Comments (use the reverse side if needed)

LOTS

South Lane School District 45J3  
Board of Director's Financial Report  
Preliminary March 2024 (Unaudited)

<b>RESOURCES</b>	2021-2022 Actual	2022-2023 Unaudited	2023-2024 Adopted Budget	2023-2024 Year to Date	Budget Balance	Percent of Budget
Property Taxes	7,780,000	8,280,000	8,470,000	8,550,000	(80,000)	101%
State School Fund	24,270,000	25,740,000	26,510,000	22,554,655	3,955,345	85%
Other Sources	430,000	1,000,000	1,000,000	720,000	280,000	72%
Beginning Fund Balance	3,502,136	3,310,000	3,000,000	2,790,000	210,000	93%
Total Period Resources	35,982,136	38,330,000	38,980,000	34,614,655	4,365,345	89%

**EXPENDITURES by Object**

Personnel Costs	24,650,000	26,020,000	27,500,000	18,130,000	9,370,000	66%
Purchased Services	5,480,000	5,910,000	5,580,000	4,580,000	1,000,000	82%
Supplies/Materials	1,000,000	1,010,000	1,110,000	670,000	440,000	60%
Other Expenditures/Transfers	1,870,000	2,620,000	2,510,000	2,510,000	0	100.0%
Contingency & Reserves			2,280,000		2,280,000	0%
Total Period Expenditures	33,000,000	35,560,000	38,980,000	25,890,000	13,090,000	66%

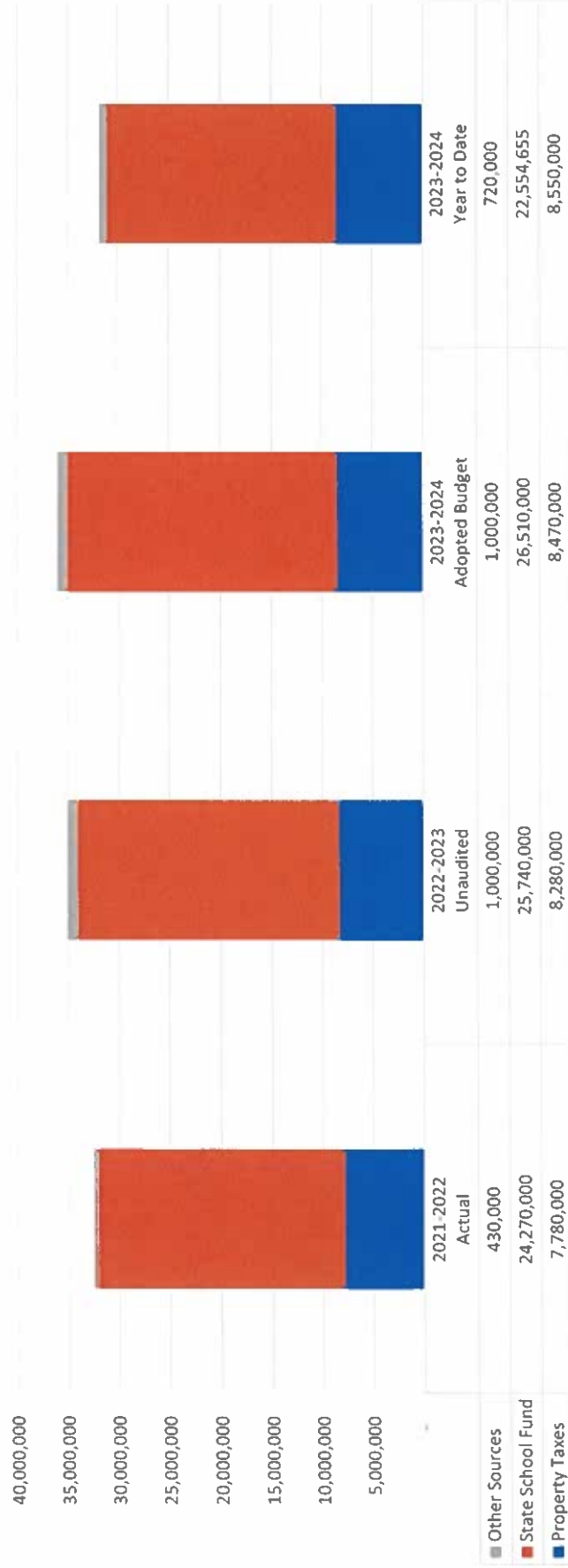
**Informational only:**

**EXPENDITURES by Function**

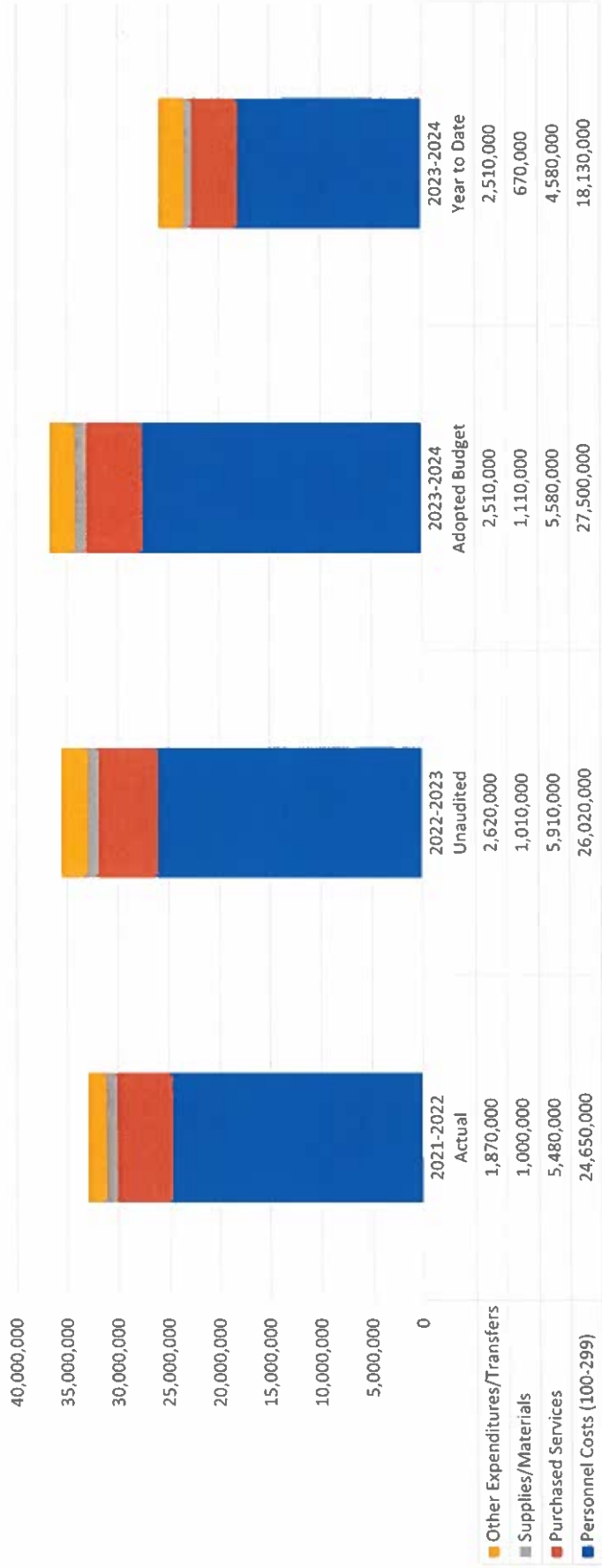
Instruction (1000's)	18,530,000	19,710,000	20,290,000	13,390,000	6,900,000	66%
Supporting Services	13,120,000	13,660,000	14,400,000	10,490,000	3,910,000	73%
Other Uses	1,350,000		2,010,000	2,010,000	0	100%
Contingency & Reserves		2,190,000	2,280,000		2,280,000	0%
Total Period Expenditures	33,000,000	35,560,000	38,980,000	25,890,000	13,090,000	66%

## South Lane School District 45J3 Quarterly Board of Director's Financial Report Preliminary March 31, 2024 (unaudited)

### Revenue

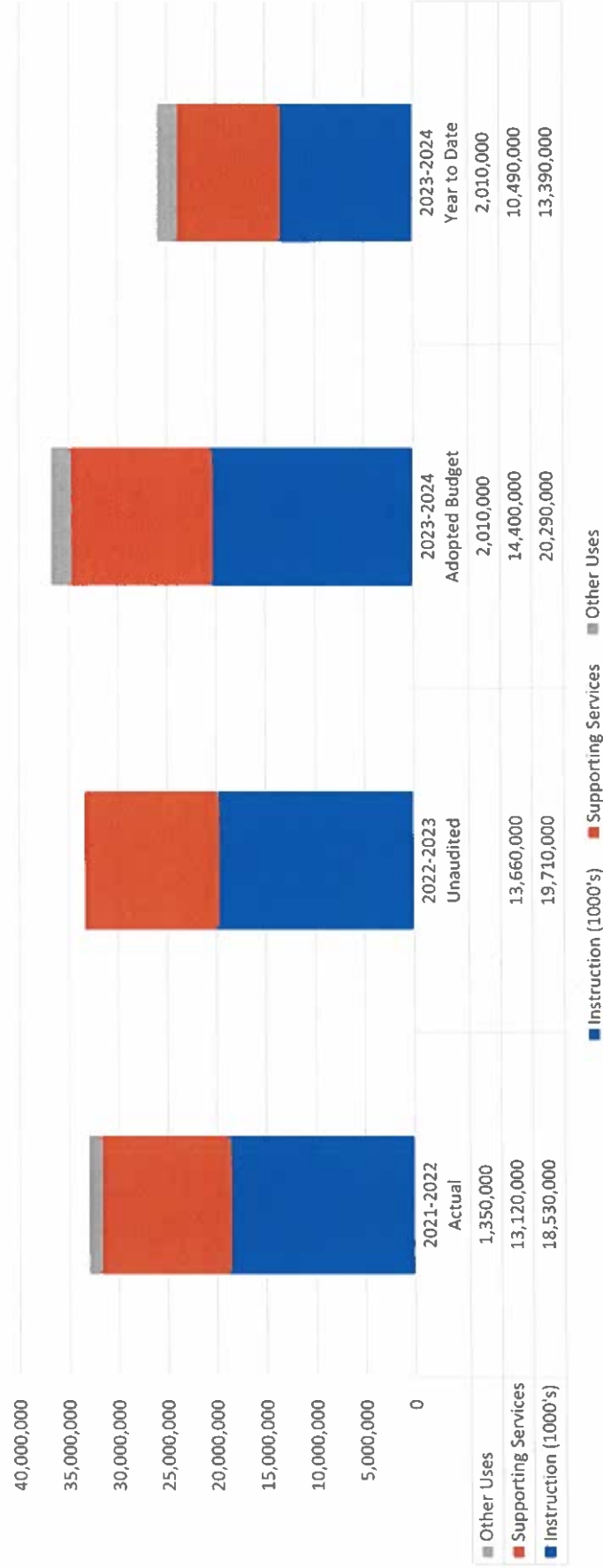


South Lane School District 45J3  
 Quarterly Board of Director's Financial Report  
 Preliminary March 31, 2024(unaudited)  
**Expenditure by Object**



■ Personnel Costs (100-299)  
 ■ Purchased Services  
 ■ Supplies/Materials  
 ■ Other Expenditures/Transfers

**South Lane School District 45J3**  
**Quarterly Board of Director's Financial Report**  
**Preliminary March 31, 2024 (unaudited)**  
**Expenditure by Function**





# Youth Truth Survey 2023-24

South Lane School District



# Participation

- ▶ **Total Respondents:** 2,288
- ▶ **Overall Participation Rate:** 55%
- ▶ **Student Response Rate:** 81%
- ▶ **Family Response Rate:** 29%
- ▶ **Staff Response Rate:** 82%



# Survey Themes

- **Engagement:**

- **Do students perceive high expectations and engagement in their own education?**
- **Do families feel engaged in their children's education and able to influence decision making?**
- **Do staff feel engaged in their work and empowered to influence their schools?**



# Survey Themes

- **Relationships:**

- **Do students feel they have the support and attention of their teachers?**
- **Do families find their relationships with school staff to be based on respect and approachability?**
- **Do staff experience positive relationships in the school setting?**



# Survey Themes

- **Culture:**

- **Do students believe that their schools provide an orderly, respectful and fair experience?**
- **Do families believe their schools foster shared goals, respect, fairness and diversity?**
- **Do staff believe their school fosters shared vision, respect and effective communication?**



# Survey Themes

- **Belonging:**

- Do students feel welcome at school and experience positive relationships with classmates?

- **School Safety:**

- Measures perceived safety of students on campus and perceived rules in place to address violence at school.

- **Communication & Feedback:**

- Measures the degree to which there are open and effective lines of communication.

# Elementary Survey Snapshot

Elementary Snapshot	% of Postive Responses						
	Student	% Change	Family	% Change	Staff	% Change	
Engagement	83%	-1	52%	-7	78%	-7	
Relationships	74%	-3	78%	-3	84%	-6	
Culture	23%	-2	63%	-10	70%	+4	
Academic Challenge	44%	-2	NA		NA		
Belonging	31%	-5	NA		NA		
Instructional Methods	49%	-9	NA		NA		
Communication & Feedback	NA		75%	+6	NA		
School Safety	NA		48%	+1	69%	-4	
Resources	NA		58%	+2	NA		
Professional Development & Support	NA		NA		67%	+1	
Percentile Rank Key	0-24th		25th-49th		50th-74th		75th-100th

# Middle School Survey Snapshot

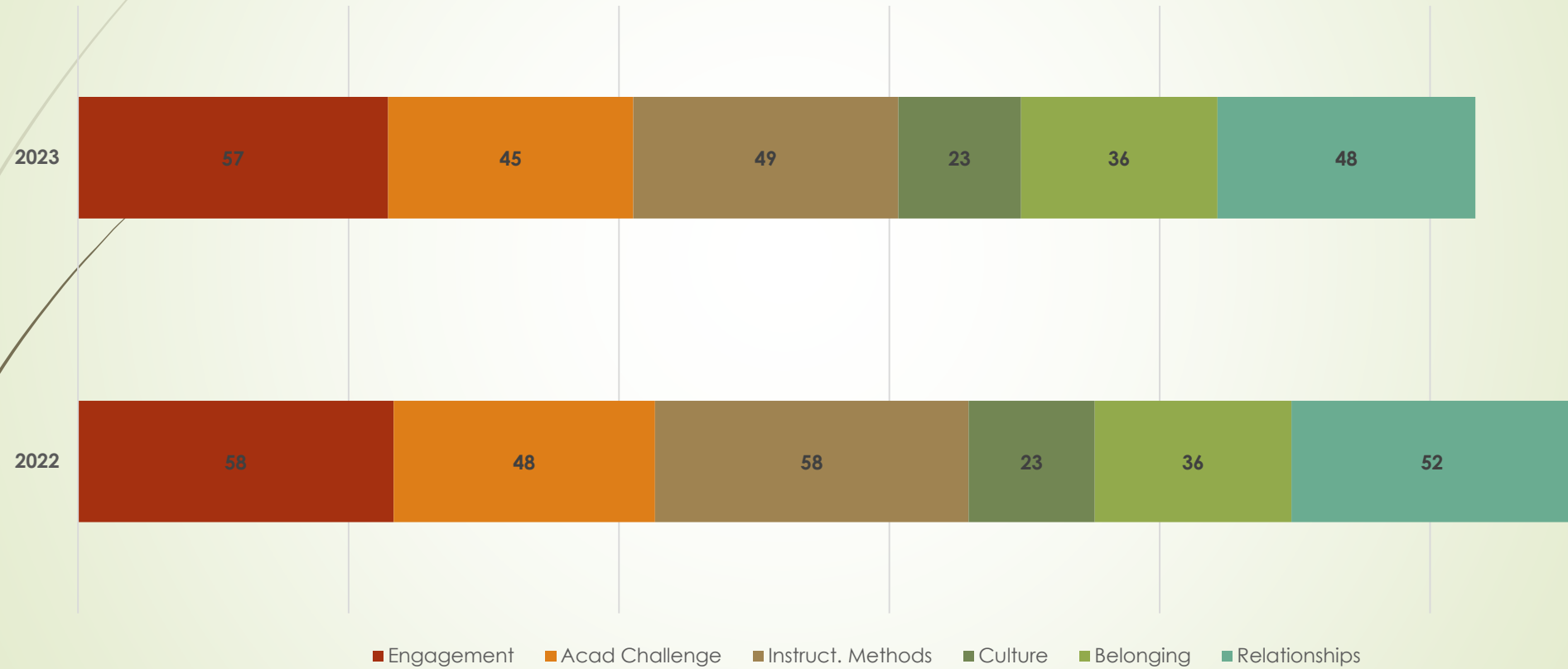
Middle School Snapshot	% of Postive Responses					
	Student	% Change	Family	% Change	Staff	% Change
Engagement	44%		18%	-5	81%	+25
Relationships	42%	-3	57%	-10	77%	+3
Culture	27%	+2	25%	-13	23%	-17
Academic Challenge	54%	-4	NA		NA	
Belonging	42%	+5	NA		NA	
Communication & Feedback	NA		32%	-2	NA	
School Safety	NA		18%		35%	-1
Resources	NA		20%		NA	
Professional Development & Support	NA		NA		50%	+14
Percentile Rank Key	0-24th		25th-49th		50th-74th	75th-100th

# High School Survey Snapshot

High School Snapshot	% of Postive Responses					
	Student	% Change	Family	% Change	Staff	% Change
Engagement	47%	+1	22%	+5	82%	-9
Relationships	29%	-5	56%	+10	92%	-8
Culture	21%		47%	+12	89%	-9
Academic Challenge	39%	-3	NA		NA	
Belonging	38%	+2	NA		NA	
College & Career Readiness	31%	+4	NA		NA	
Communication & Feedback	NA		35%	+11	NA	
School Safety	NA		39%	+8	79%	-5
Resources	NA		39%	+9	NA	
Professional Development & Support	NA		NA		69%	-3
Percentile Rank Key	0-24th	25th-49th			50th-74th	75th-100th

# Comparison 2022-2023: Students, All Levels

Student % Positive Responses



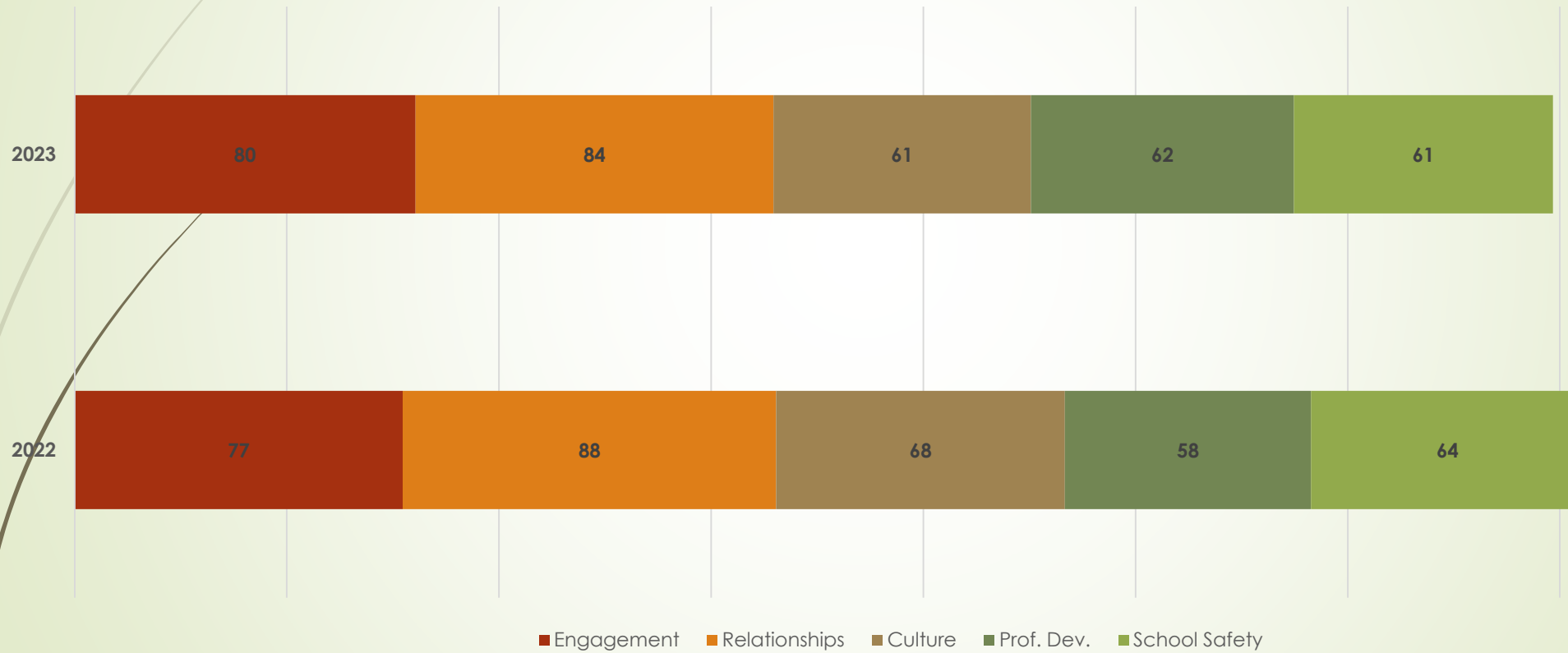
# Comparison 2022-2023: Families, All Levels

Family % Positive Responses



# Comparison 2022-2023: Staff, All Levels

Staff % Positive Responses



# Other Observations

- ▶ Most themes had higher ratings from ELL students and their families.
- ▶ Most themes had higher ratings from SPED students and their families.
- ▶ Students' biggest barriers to learning:
  - ▶ Middle School:
    - ▶ Feeling depressed, anxious or stressed – 47% (Oregon average 50%)
    - ▶ My health or the health of my family members – 33% (Oregon average 33%)
  - ▶ High School Students
    - ▶ Feeling depressed, anxious or stressed – 64% (Oregon average 55%)
    - ▶ Distractions at home and family responsibilities – 51% (Oregon average 41%)



# DRAFT 2024-2025 SLSD School Calendar Monthly-Semester



August 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

27 - 29 - In-Service Day  
30 - Non-Contract Day

0.0  
3.0

September 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

2 - Labor Day  
3 - In-Service Day  
4 - First Day of Semester 1

19.0  
20.0

October 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

11 - Statewide Inservice/Non-Contract Day

22.0  
22.0

November 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

8 - Half Day (Grading Day & Planning Day)  
11 - Veterans' Day  
25-27 - Conferences (27-No School)  
28 - Thanksgiving  
29 - Non-Contract Day

17.5  
18.0

December 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

23-31 - Winter Break

15.0  
15.0

January 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

1-3 - Winter Break  
6 - In-Service Day  
20 - MLK Day  
23 - Last Day Of Semester 1  
24 - In-Service Day  
27 - First day of Semester 2

12.0  
5.0  
19.0

February 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

17 - Non-Contract Day (President's Day)

19.0  
19.0

March 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

24-28 - Spring Break

16.0  
16.0

April 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

11 - Half Day (Grading Day & Planning Day)  
23-25 - Conferences (25-No School)

21.5  
22.0

May 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

26 - Memorial Day

21.0  
21.0

June 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

12 - Last Day of Semester 2  
13 - In-Service Day  
16-18 - Potential Make Up Days

9.0  
10.0

<b>Semester 1</b>	<b>85.5</b>
<b>Semester 2</b>	<b>91.5</b>
	<b>177</b>

Half Day Grading & Planning Day	2
Non-Contract, No School	19
In-Service Day	8
Conference Day	6
Holiday	5
Potential Weather Make-Up	3

Student Days **177**  
Teacher Days **185**  
Inservice Days **8**  
Holidays **5**

Winter Break - Dec. 23 - Jan. 3  
Spring Break - March 24 - March 28



## SOUTH LANE SCHOOL DISTRICT 2025-25 BOARD Proposed MEETING SCHEDULE

### Proposal for Two Meetings a Month 1<sup>st</sup> and 3<sup>rd</sup> Monday

DATE	TYPE OF MEETING	TIME	Comments
July 8, 2024	Board Regular/Work Session	3:00 p.m.	Organizational Meeting
August 14, 2024	Board Work Session	1:00 p.m.	Professional Development
September 9, 2024	Board Regular Session	5:30 p.m.	
September 23, 2024	Board Work Session	5:30 p.m.	
October 7, 2024	Board Regular Session	5:30 p.m.	
October 21, 2024	Board Work Session	5:30 p.m.	
November 4, 2024	Board Regular Session	5:30 p.m.	
November 14-16, 2024	OSBA Annual Convention -Portland Marriott		
December 2, 2024	Board Regular Session	5:30 p.m.	
December 2024	Holiday Gathering	4:00 p.m.	TBA
January 6, 2025	Board Regular Session	5:30 p.m.	
January 20, 2025	Board Work Session	5:30 p.m.	
February 3, 2025	Board Regular Session	5:30 p.m.	
February 26, 2025	Board Work Session	5:30 p.m.	
March 3, 2025	Board Regular Session	5:30 p.m.	
March 17, 2025	Board Executive Session	5:30 p.m.	
April 7, 2025	Board Regular Session	5:30 p.m.	
April 21, 2025	Board/Budget Committee Special Session	5:30 p.m.	Budget 101- Budget Process
May 5, 2025	Board Regular Session	5:30 p.m.	
May 19, 2025	Budget Committee Meeting	5:30 p.m.	Budget Message
May 26, 2025	Budget Committee Meeting	5:30 p.m.	Budget Discussion If Necessary
June 2, 2025	Budget Public Hearing Regular Session Immediately Following	5:30 p.m.	



**Date:** 4-8-2024  
**To:** SLSD School Board  
**From:** Tonya Kerns/Yvonne Curtis, Superintendent  
**Subject:** Policy Updates

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Background:

The Attached/Linked Policies have updated language due to changes in law or bringing the verbiage to align with other policies. You will also notice a couple deletions of Version 1 and acceptance of Version 2.

Policy AR's are brought to the Board for you to review. They do not require adoption.

You can also reference the email dated January 25, 2024, Policy Flow- South Lane SD That also included links to the Oregon School Board Association Webinar for Policy/Slide Decks to the presentation.

Staff Recommendation

Staff recommends that the Board move forward with policy JBA/GBN for a 2nd Reading (Approval). All other policies are for review tonight. They will be sent to the Oregon School Board Association for the meeting date/approval and posted on the website for implementation.

\*Beginning July 1, 2023, all South Lane School District policies will be hosted by OSBA and available from our SLSD website. OSBA will provide the District with policy language for any new laws made by the legislature.

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Attachments

[Policy 101- For Review](#)

[Policy List of AR's as noted with edits](#)

[JBA GBN Sexual Harassment](#)

[JBA GBN-AR Sexual Harassment](#)

# South Lane School District 45J

Code: JBA/GBN  
Adopted: 2/02/15  
Revised/Readopted: 6/12/23  
Orig. Code(s): JBA/GBN

## Sexual Harassment

The district is committed to eliminating sexual harassment. Sexual harassment will not be tolerated in the district. All students, staff members and other persons are entitled to learn and work in an environment that is free of harassment. All staff members, students and third parties are subject to this policy. Any person may report sexual harassment.

The district processes complaints or reports of sexual harassment under Oregon Revised Statute (ORS) 342.700 et. al. and federal Title IX laws found in Title 34 C.F.R. Part 106. Individual complaints may require both of these procedures, and may involve additional complaint procedures.

### General Procedures

When information, a report or complaint regarding sexual harassment is received by the district, the district will review such information, report or complaint to determine which law applies and will follow the appropriate procedures. When the alleged conduct could meet both of the definitions in ORS Chapter 342 and Title IX, both complaint procedures should be processed simultaneously (*see* JBA/GBN-AR(1) - Sexual Harassment Complaint Procedure and JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure). The district may also need to use other complaint procedures when the alleged conduct could meet the definitions for other complaint procedures.

### OREGON DEFINITION AND PROCEDURES

#### Oregon Definition

Sexual harassment of students, staff members or third parties<sup>1</sup> shall include:

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

Sexual harassment does not include conduct that is necessary because of a job duty of a school or district staff member or because of a service required to be provided by a contractor, agent, or volunteer, if the

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<sup>1</sup> "Third party" means a person who is not a student or a school or district staff member and who is: 1) on or immediately adjacent to school grounds or district property; 2) At a school-sponsored activity or program; or 3) Off school grounds or district property if a student or a school or district staff member acts toward the person in a manner that creates a hostile environment for the person while on school or district property, or at a school- or district-sponsored activity.

conduct is not the product of sexual intent or a person finding another person, or another person's action, offensive because of that other person's sexual orientation or gender identity.

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

## OREGON PROCEDURES

Reports and complaints of sexual harassment should be made to the following individual(s):

### Bohemia Elementary School

Emily Wren Gerot — Principal — 541-942-3313 — [emily.wren@slane.k12.or.us](mailto:emily.wren@slane.k12.or.us)  
Laura Gerick — Assistant Principal — 541-942-3313 — [laura.gerick@slane.k12.or.us](mailto:laura.gerick@slane.k12.or.us)

Reta Doland — Director of Human Resources — 541-767-3585 — [reta.doland@slane.k12.or.us](mailto:reta.doland@slane.k12.or.us)

### Cottage Grove High School

Kevin Herington — Principal — 541-942-3391 — [kevin.herington@slane.k12.or.us](mailto:kevin.herington@slane.k12.or.us)  
Garrett Bridgens — Assistant Principal — 541-942-3391 — [garrett.bridgens@slane.k12.or.us](mailto:garrett.bridgens@slane.k12.or.us)  
Chris Wells — Assistant Principal — 541-942-3391 — [chris.wells@slane.k12.or.us](mailto:chris.wells@slane.k12.or.us)  
Tammara Sandefur — Assistant Principal — 541-942-3391 — [tammara.sandefur@slane.k12.or.us](mailto:tammara.sandefur@slane.k12.or.us)

### Al Kennedy High School

Halie Ketcher — Principal — 541-942-1962 — [halie.ketcher@slane.k12.or.us](mailto:halie.ketcher@slane.k12.or.us)

### Dorena School

Devin Pixton — Principal — 541-946-1506 — [devin.pixton@slane.k12.or.us](mailto:devin.pixton@slane.k12.or.us)

### Harrison Elementary School

Jamie Massie — Principal — 541-942-3389 — [jaimie.massie@slane.k12.or.us](mailto:jaimie.massie@slane.k12.or.us)  
Kirstin Sadiq — Vice Principal — 541-942-3389 — [kirstin.sadiq@slane.k12.or.us](mailto:kirstin.sadiq@slane.k12.or.us)

### Lincoln Middle School

Bill Bechen — Principal — 541-942-3316 — [bill.bechen@slane.k12.or.us](mailto:bill.bechen@slane.k12.or.us)  
Sarah Drew — Vice Principal — 541-942-3316 — [sarah.drew@slane.k12.or.us](mailto:sarah.drew@slane.k12.or.us)

### London School

Aimee Cooper — Principal — 541-942-0183 — [aimee.cooper@slane.k12.or.us](mailto:aimee.cooper@slane.k12.or.us)

These ~~This~~ individual(s) ~~are~~is responsible for accepting and managing complaints of sexual harassment. Persons wishing to report should contact them using the above information. See JBA/GBN-AR(1) - Sexual Harassment Complaint Procedure.

## Response

Any staff member who becomes aware of behavior that may violate this policy shall immediately report to a district official. The district official (with coordination involving the reporting staff member when appropriate) will take any action necessary to ensure the:

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

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

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

### **Investigation**

All reports and complaints about behavior that may violate this policy shall be investigated. The district may use, but is not limited to, the following means for investigating incidents of possible harassment:

1. Interviews with those involved;
2. Interviews with witnesses;
3. Review of video surveillance;
4. Review of written communications, including electronic communications;
5. Review of any physical evidence; and
6. Use of third-party investigator.

The district will use a reasonable person standard when determining whether a hostile environment exists. A hostile environment exists if a reasonable person with similar characteristics and under similar circumstances would consider the conduct to be so severe as to create a hostile environment.

The district may take, but is not limited to, the following procedures and remedial action to address and stop sexual harassment:

1. Discipline of staff and students engaging in sexual harassment;
2. Removal of third parties engaged in sexual harassment;
3. Additional supervision in activities;
4. Additional controls for district electronic systems;
5. Trainings and education for staff and students; and
6. Increased notifications regarding district procedures and resources.

When a student or staff member is harassed by a third party, the district will consider the following:

1. Removing that third party's ability to contract or volunteer with the district, or be present on district property;
2. If the third party works for an entity that contracts with the district, communicating with the third party's employer;
3. If the third party is a student of another district or school, communicate information related to the incident to the other district or school;
4. Limiting attendance at district events; and
5. Providing for additional supervision, including law enforcement if necessary, at district events.

### **No Retaliation**

Retaliation against persons who initiate complaint or otherwise report sexual harassment or who participate in an investigation or other related activities is prohibited. The initiation of a complaint, reporting of behavior, or participation in an investigation, in good faith about behavior that may violate this policy may not adversely affect the:

1. Educational assignments or educational environment of a student or other person initiating the complaint, reporting the behavior, or participating in the investigation; or
2. Any terms or conditions of employment or of work or educational environment of a school or district staff member or other person initiating the complaint, reporting the behavior, or participating in the investigation.

Students who initiate a complaint or otherwise report harassment covered by the policy or who participate in an investigation may not be disciplined for violations of the district's drug and alcohol policies that occurred in connection with the reported prohibited conduct and that were discovered because of the report or investigation, unless the student gave another person alcohol or drugs without the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

### **Notice**

When a person<sup>2</sup> who may have been affected by this policy files a complaint or otherwise reports behavior that may violate the policy, the district shall provide written notification to the following:

1. Each reporting person;
2. If appropriate, any impacted person who is not a reporting person;
3. Each reported person; and
4. Where applicable, a parent or legal guardian of a reporting person, impacted person, or reported person.

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<sup>2</sup> Student, staff member, or third party, or if applicable, the student or third party's parent. If the person is a minor, the district should consider when to contact the person's parent.

The written notification must include<sup>3</sup>:

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

Notification, to the extent allowable under state and federal student confidentiality laws, must be provided when the investigation is initiated and concluded. The notification at the conclusion must include whether a violation of the policy was found to have occurred.

The notice must:

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

### **Oregon Department of Education (ODE) Support**

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<sup>3</sup> Remember confidentiality laws when providing any information.

The ODE will provide technical assistance and training upon request.

## **FEDERAL DEFINITION AND PROCEDURES**

### **Federal Definition**

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity<sup>4</sup>;
3. "Sexual assault": an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
4. "Dating violence": violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship;
5. "Domestic Violence": felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction; or
6. "Stalking": engaging in a course of conduct directed at a specific person that would cause a reasonable person fear for the person's own safety or the safety of others, or suffer substantial emotional distress.

This definition only applies to sex discrimination occurring against a person who is a subject of this policy in the United States. A district's treatment of a complainant or a respondent in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under Title IX.

### **Federal Procedures**

The district will adopt and publish grievance procedures that provide for the prompt and equitable resolution of the student and employee complaints alleging any action that would be prohibited by this policy. *See* JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure.

### **Reporting**

Any person may report sexual harassment. This report may be made in person, by mail, by telephone, or by electronic mail, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. The report can be made at any time.

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<sup>4</sup> "Education program or activity" includes locations, events, or circumstances over which the recipient exercised substantial control over both the respondent and the context in which the sexual harassment occurs." (Title 34 C.F.R. § 106.44(a))

The human resource director is designated as the Title IX Coordinator and can be contacted at 541-942-3381. The Title IX Coordinator will coordinate the district's efforts to comply with its responsibilities related to this AR. The district prominently will display the contact information for the Title IX Coordinator on the district website and in each handbook.

## **Response**

The district will promptly respond to information, allegations or reports of sexual harassment when there is actual knowledge of such harassment, even if a formal complaint has not been filed.<sup>5</sup> The district shall treat complainants and respondents equitably by providing supportive measures<sup>6</sup> to the complainant and by following a grievance procedure<sup>7</sup> prior to imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

The Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes, with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.<sup>8</sup>

If after an individualized safety and risk analysis, it is determined that there is an immediate threat to the physical health or safety of any person, an emergency removal of the respondent can take place.<sup>9</sup> The district must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. A non-student employee may also be placed on non-disciplinary administrative leave pending the grievance process.

## **Notice**

The district shall provide notice to all applicants for admission and employment, students, parents or legal guardians, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the following:

1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator(s);
2. That the district does not discriminate on the basis of sex in the education program or activity that it operates, as required by Title IX. This includes admissions and employment; and

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<sup>5</sup> (Title 34 C.F.R. §106.44(a)) Response cannot be deliberately indifferent. A recipient is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

<sup>6</sup> (Title 34 C.F.R. § 106.44(a)) Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment.<sup>6</sup> The district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide supportive measures. (Title 34 C.F.R. § 99.30(a))

<sup>7</sup> This grievance procedure must meet the requirements of Title 34 C.F.R. § 106.45 (included in accompanying administrative regulation, *see* JBA/GBN-AR(2) - Federal Law (Title IX) Sexual Harassment Complaint Procedure).

<sup>8</sup> The Title IX Coordinator may also discuss that the Title IX Coordinator has the ability to file a formal complaint.

<sup>9</sup> The district may still have obligations under Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 or the American with Disabilities Act (ADA). (Title 34 C.F.R. § 106.44(c))

3. The grievance procedure and process, how to file a formal complaint of sex discrimination or sexual harassment, and how the district will respond.

### **No Retaliation**

Neither the district or any person may retaliate<sup>10</sup> against an individual for reporting, testifying, providing evidence, being a complainant, otherwise participating or refusing to participate in any investigation or process in accordance with this procedure. The district must keep confidential the identity of parties and participating persons, except as disclosure is allowed under Family Educational Rights and Privacy Act (FERPA), as required by law, or to carry out the proceedings herein. Complaints of retaliation may be filed using these procedures.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding does not constitute retaliation.

### **Publication**

This policy shall be made available to students, parents of students and staff members. This policy and contact information for the Title IX Coordinator shall be prominently published in the school student handbook and on the school and district websites. This policy shall also be made available at each school office and at the district office. The district shall post this policy on a sign in all grade 6 through 12 schools, on a sign that is at least 8.5 inches by 11 inches in size. A copy of the policy will be made available to any person upon request.

END OF POLICY

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### **Legal Reference(s):**

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

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

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

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).

Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).

Gebser v. Lago Vista Indep. Sch. Dist., 524 U.S. 274 (1998).

Corrected 3/14/24

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<sup>10</sup> Retaliation includes, but is not limited to, intimidation, threats, coercion, and discrimination.

# South Lane School District 45J

Code: JBA/GBN-AR(1)

Revised/Reviewed:

## Sexual Harassment Complaint Procedure

Reports and complaints of sexual harassment should be made to the following individual(s):

Reta Doland Director of Human Resources 541-767-3585 [reta.doland@slane.k12.or.us](mailto:reta.doland@slane.k12.or.us)

### Bohemia Elementary School

Emily Wren Gerot Principal 541-942-3313 [emily.wren@slane.k12.or.us](mailto:emily.wren@slane.k12.or.us)

Laura Gerick Assistant Principal 541-942-3313 [laura.gerick@slane.k12.or.us](mailto:laura.gerick@slane.k12.or.us)

### Cottage Grove High School

Kevin Herington Principal 541-942-3391 [kevin.herington@slane.k12.or.us](mailto:kevin.herington@slane.k12.or.us)

Garrett Bridgens Assistant Principal 541-942-3391 [garrett.bridgens@slane.k12.or.us](mailto:garrett.bridgens@slane.k12.or.us)

Chris Wells Assistant Principal 541-942-3391 [chris.wells@slane.k12.or.us](mailto:chris.wells@slane.k12.or.us)

Tammy Sandefur Assistant Principal 541-942-3391 [tammara.sandefur@slane.k12.or.us](mailto:tammara.sandefur@slane.k12.or.us)

### Al Kennedy High School

Halie Ketcher Principal 541-942-1962 [halie.ketcher@slane.k12.or.us](mailto:halie.ketcher@slane.k12.or.us)

### Dorena School

Devin Pixton Principal 541-946-1506 [devin.pixton@slane.k12.or.us](mailto:devin.pixton@slane.k12.or.us)

### Harrison Elementary School

Jamie Massie Principal 541-942-3389 [jaimie.massie@slane.k12.or.us](mailto:jaimie.massie@slane.k12.or.us)

Kirstin Sadiq Vice Principal 541-942-3389 [kirstin.sadiq@slane.k12.or.us](mailto:kirstin.sadiq@slane.k12.or.us)

### Lincoln Middle School

Bill Bechen Principal 541-942-3316 [bill.bechen@slane.k12.or.us](mailto:bill.bechen@slane.k12.or.us)

Sarah Drew Vice Principal 541-942-3316 [sarah.drew@slane.k12.or.us](mailto:sarah.drew@slane.k12.or.us)

### London School

Aimee Cooper Principal 541-942-0183 [aimee.cooper@slane.k12.or.us](mailto:aimee.cooper@slane.k12.or.us)

The district official receiving the complaint shall issue the required written notice as outlined under Oregon Procedures in Board policy JBA/GBN - Sexual Harassment.

Step 1 The district official receiving the report or complaint shall promptly initiate an investigation using procedures and standards, including but not limited to, those identified in Board policy JBA/GBN - Sexual Harassment and will notify the complainant or reporting person, any

impacted person who is not a reporting person (if appropriate), each reported person, and where applicable the parents of a reporting person, impacted person, or reported person, when such investigation is initiated. The official will arrange such meetings as may be necessary to discuss the issue with all concerned parties within 10 school days after receipt of the report or complaint. The parties will have an opportunity to submit evidence and a list of witnesses. All findings of the investigation shall be reduced to writing. The official conducting the investigation shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law within 30 days of receipt of the report or complaint.

A copy of the required written notice(s) and the date and details of notification of the notice of investigation and results of the investigation, together with any other documentation related to the sexual harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

Step 2 If a complainant is not satisfied with the decision at Step 1, the complainant may submit a written appeal to the superintendent or designee. Such appeal must be filed within five school days after receipt of the Step 1 decision. The superintendent or designee will arrange such meetings with the complainant and other affected parties as deemed necessary to discuss the appeal within 10 school days of receipt of the appeal. The superintendent or designee shall provide a written decision to the complainant within 10 school days.

Step 3 If a complainant is not satisfied with the decision at Step 2, the complainant may submit a written appeal to the Board. Such appeal must be filed within five school days after receipt of the Step 2 decision. The Board will review the decision of the superintendent or designee in a public meeting to determine what action is appropriate. The Board may use executive session if the subject matter qualifies under Oregon law. Appropriate action may include, but is not limited to, holding a hearing, requesting additional information, and adopting the superintendent's or designee's decision. All parties involved, including the school administration, may be asked to attend a hearing for the purposes of making further explanations and clarifying the issues. The Board shall provide a written decision to the complainant within 30 days following receipt of the appeal.

If the Board chooses not to hear the complaint, the superintendent's or designee's decision in Step 2 is final<sup>1</sup>.

The superintendent is authorized to amend these procedures (including timelines) when the superintendent feels it is necessary for the efficient handling of the complaint. Notice of any amendments will be promptly provided to the parties.

Complaints against the principal may start at Step 2 and may be filed with the superintendent or designee. The superintendent or designee will cause the required notices to be provided. The superintendent or designee will investigate the complaint and will notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. If the

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<sup>1</sup> If the Board chooses to accept the superintendent's decision as the district's final decision on the complaint, the superintendent's written decision must meet the requirements of OAR 581-022-2370(4)(b).

complaint remains unresolved within 10 working days of receipt by the superintendent or designee, the complainant may appeal to the Board in Step 3.

Complaints against the superintendent or a Board member (other than the Board chair) may start at Step 3 and should be referred to the Board chair on behalf of the Board. The Board chair will cause required notices to be provided. The Board chair shall present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide in open session what action, if any, is warranted. The Board chair shall notify the parties in writing within 30 days of receipt of the complaint that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

Complaints against the Board chair may start at Step 3 and should be referred to the Board vice chair on behalf of the Board. The Board vice chair will cause required notices to be provided. The Board vice chair shall present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide in open session what action, if any, is warranted. The Board vice chair shall notify the parties in writing within 30 days of receipt of the complaint that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

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

Direct complaints related to educational programs and services may be made to the Regional Civil Rights Director, U.S. Department of Education, Office for Civil Rights, Region X, 915 2nd Ave., Room 3310, Seattle, WA 98174-1099.

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

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

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

**South Lane School District**  
**455 Adams Ave, Cottage Grove, OR 97424 | 541-942-3381**

**SEXUAL HARASSMENT COMPLAINT FORM**

Name of complainant: \_\_\_\_\_

Position of complainant: \_\_\_\_\_

Date of complaint: \_\_\_\_\_

Name of alleged harasser: \_\_\_\_\_

Date and place of incident or incidents: \_\_\_\_\_

\_\_\_\_\_

Description of misconduct: \_\_\_\_\_

\_\_\_\_\_

Name of witnesses (if any): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

Any other information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**South Lane School District**  
**455 Adams Ave, Cottage Grove, OR 97424 | 541-942-3381**

**WITNESS DISCLOSURE FORM**

Name of Witness: \_\_\_\_\_

Position of Witness: \_\_\_\_\_

Date of Testimony/Interview: \_\_\_\_\_

Description of Instance Witnessed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any Other Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Corrected 5/17/22; Corrected 8/21/23; Corrected 10/05/23; Corrected 3/14/24

# South Lane School District 45J

Code: GBNA-AR  
Revised/Reviewed: 5/03/10  
Orig. Code: GBNA-AR

## Hazing, Harassment, Intimidation, Bullying, Menacing, or Cyberbullying Complaint Reporting Procedures -- Staff

The following definitions and procedures shall be used for reporting, investigating and resolving complaints reports of hazing, harassment, intimidation, bullying, menacing and acts of cyberbullying of staff or third parties.

### Definitions

1. "Third parties" include, but are not limited to, coaches, school volunteers, parents, school visitors, service contractors or others engaged in district business, such as employees of businesses or organizations participating in cooperative work programs with the district and others not directly subject to district control at interdistrict and intradistrict athletic competitions or other school events.
2. "District" includes district facilities, district premises and nondistrict property if the employee is at any district-sponsored, district-approved or district-related activity or function, such as field trips, athletic events or where the employee is engaged in district business.
3. "Hazing" includes, but is not limited to, any act that recklessly or intentionally endangers the mental health, physical health or safety of a student/staff member for the purpose of initiation or as a condition or precondition of attaining membership in, or affiliation with, any district-sponsored work activity, work group or work assignment, ~~grade level attainment, (i.e., personal servitude, sexual stimulation/sexual assault, forced consumption of any drink, alcoholic beverage, drug or controlled substance, forced exposure to the elements, forced prolonged exclusion from social contact, sleep deprivation or any other forced activity that could adversely affect the mental or physical health or safety of a student/staff); requires, encourages, authorizes or permits another to be subject to wearing or carrying any obscene or physically burdensome article; assignment of pranks to be performed or other such activities intended to degrade or humiliate regardless of the person's willingness to participate.~~
4. "Harassment" ~~includes, but is not limited to, any act which subjects an individual or group to unwanted, abusive behavior of a nonverbal, verbal, written or physical nature on the basis of age, race, religion, color, national origin, disability or sexual orientation~~ is unwelcome conduct that is based on race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful when 1) enduring the offensive conduct becomes a condition of continued employment, or 2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.
5. "Intimidation" includes, but is not limited to, any threat or act intended to tamper, substantially damage or interfere with another's property, cause substantial inconvenience, subject another to

offensive physical contact or inflict serious physical injury on the basis of race, color, religion, national origin, disability, gender identity, or sexual orientation.

6. "Bullying" is a pattern of repeated mistreatment that harms, intimidates, undermines, offends, degrades, or humiliates an employee.
7. "Cyberbullying" means the use of any electronic communication device to convey a message in any form (e.g., text, image, audio or video) that intimidates, harasses or otherwise harms, insults or humiliates another in a deliberate, repeated or hostile and unwanted manner under a person's true or false identity. In addition any communication of this form which substantially disrupts or prevents a safe and positive working environment may also be considered cyberbullying. Staff will refrain from using personal electronic devices or district equipment to harass or stalk another person or people.
8. "Menacing" includes, but is not limited to, any act intended to place a district employee, student or third party in fear of imminent serious physical injury.

### **Retaliation/False Charges**

Retaliation against any person who reports, is thought to have reported, files a complaint or otherwise participates in an investigation or inquiry is prohibited. Such retaliation shall be considered a serious violation of Board policy and independent of whether a complaint is substantiated. False charges shall also be regarded as a serious offense and will result in disciplinary action or other appropriate sanctions.

### **Complaint Reporting Procedures**

Principals and the superintendent have responsibility for investigations concerning reports of hazing, harassment, intimidation, bullying, menacing and acts of cyberbullying of staff or third parties. The investigator(s) shall be a neutral party having had no involvement in the complaint report presented.

Any employee or third party who has knowledge of conduct in violation of Board policy JFCF - Hazing, Harassment, Intimidation, Bullying, Menacing, Cyberbullying, Teen Dating Violence or Domestic Violence – Student shall immediately report his/her concerns to the designated district official.

Any employee or third party who has knowledge of conduct in violation of this Board policy GBNA - Hazing, Harassment, Intimidation, Bullying, Menacing or Cyberbullying - Staff and this administrative regulation or feels he/she has they have been hazed, harassed, intimidated, bullied, cyberbullied or menaced in violation of this Board policy or this administrative regulation shall immediately report his/her concerns to the designated district official.

~~Complaints~~ All reports and information will be promptly investigated in accordance with the following procedures:

Step 1 Any reports or information on acts of hazing, harassment, intimidation, bullying, menacing or acts of cyberbullying information (e.g., complaints, rumors, etc.) shall be presented to the principal, or superintendent. ~~Complaints~~ Reports against the principal shall be filed with the superintendent. Information may be presented anonymously. ~~Complaints~~ Reports against the

superintendent shall be filed with the Board chair. All such information will be reduced to writing and will include the specific nature of the offense and corresponding dates.

Step 2 The district official receiving the ~~complaint report~~ shall promptly investigate. Parents will be notified of the nature of any ~~complaint report~~ involving their student. The district official will arrange such meetings as may be necessary with all concerned parties within ~~five-10 working school days~~ after receipt of the information or ~~complaint report~~. The parties will have an opportunity to submit evidence and a list of witnesses. All findings related to the complaint will be reduced to writing. The district official(s) conducting the investigation shall notify the ~~complainant person making the report~~ within ~~20-working~~10 school days of receipt of the information or report, and parents as appropriate, in writing, when the investigation is concluded and a decision regarding disciplinary action, as warranted, is determined.

A copy of the notification letter or the date and details of notification to the ~~complainant person making the report~~, together with any other documentation related to the incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent or human resources office.

Step 3 If the ~~complainant person making the report~~ is not satisfied with the decision at Step 2, ~~he/she they~~ may submit a written appeal to the superintendent or designee. Such appeal must be filed within ~~10-five working school days~~ after receipt of the Step 2 decision. The superintendent or designee will arrange such meetings with the ~~complainant person making the report~~ and other affected parties as deemed necessary to discuss the appeal. The superintendent or designee shall provide a written decision to the complainant's appeal within 10 ~~working school days~~.

Step 4 If the ~~complainant person making the report~~ is not satisfied with the decision at Step 3, a written appeal may be filed with the Board. Such appeal must be filed within ~~10-working~~five school days after receipt of the Step 3 decision. The Board shall, within 20 working days, conduct a hearing at which time the ~~complainant person making the report~~ shall be given an opportunity to present the ~~complaint information or report~~. The Board shall provide a written decision to the ~~complainant person making the report~~ within ~~10-30 working days following completion of the hearing~~of receipt of the appeal by the Board.

Reports against the superintendent should be referred to the Board chair on behalf of the Board. The Board chair shall present the report to the Board. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. The Board shall decide, within 30 days, in open session what action, if any, is warranted.

Reports against the Board as a whole or against an individual Board member should be made to the Board chair on behalf of the Board. The Board chair shall present the report to the Board. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. The Board shall decide, within 30 days, in open session what action, if any, is warranted.

Reports against the Board chair may be made directly to the Board vice chair on behalf of the Board. The Board vice chair shall present the report to the Board. If the Board decides an investigation is warranted,

the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. The Board shall decide, within 30 days, in open session what action, if any, is warranted.

Timelines may be extended upon written agreement between both parties. This also applies to reports filed against the superintendent or any Board member.

Direct complaints of discriminatory harassment related to employment may be filed with the Oregon Bureau of Labor and Industries, Civil Rights Division, or the U.S. Department of Labor, Equal Employment Opportunities Commission.

Documentation related to the incident may be maintained as a part of the employee's personnel file.

Corrected 10/07/21; Corrected 3/21/23; Corrected 8/21/23

# South Lane School District 45J3

Code: GCDA/GDDA  
Adopted: 11/07/16  
Orig. Code: GCDA/GDDA

## Criminal Records Checks/Fingerprinting (Version 1)

In a continuing effort to further ensure the safety and welfare of students and staff, the district shall require criminal records checks and fingerprinting of all newly hired full-time and part-time employees. Others having direct, unsupervised contact with students shall also have criminal records checks and fingerprinting, as required by law.

“Direct, unsupervised contact” means contact with students that provides the person opportunity and probability for personal communication or touch.

In addition to the newly hired employees, such checks shall be required of the following:

1. All district contractors and/or their employees, whether employed part-time or full-time;
2. All contractors and/or their employees who provide early childhood special education or early intervention services in accordance with rules established by the Oregon Department of Education, Child Care Division;
3. Any community college faculty member providing instruction at the site of an early childhood education program or at a school site as part of an early childhood program;
4. An individual who is an employee of a public charter school.

An individual who has failed to disclose the presence of criminal convictions that would not otherwise prevent his/her employment with the district as provided by law will not be employed or contracted with, by the district. The district’s use of criminal history must be relevant to the specific requirements of the position, services or employment.

The district shall begin the employment of an individual or terms of a district contractor on a probationary basis pending the return and disposition of criminal records checks and/or fingerprinting. The service of a volunteer may begin before the return and disposition of a criminal records check.

The superintendent shall develop administrative regulations as necessary to meet the requirements of law.

END OF POLICY

**Legal Reference(s):**

[ORS 181A.180](#)  
[ORS 181A.230](#)  
[ORS 326.603](#)  
[ORS 326.607](#)

[ORS 332.107](#)  
[ORS 336.631](#)  
[ORS 342.143](#)  
[ORS 342.223](#)

[OAR 414-061-0010 – 061-0030](#)  
[OAR 581-021-0510 – 021-0512](#)  
[OAR 581-022-2430](#)  
[OAR 584-050-0012](#)

Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et. seq. (2012).

Corrected 3/21/23

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# South Lane School District 45J3

Code: GCDA/GDDA

Adopted:

## **Criminal Records Checks and Fingerprinting**

(Version 2)

In a continuing effort to ensure the safety and welfare of students and staff, the district shall require all newly hired employees<sup>1</sup> not requiring licensure under Oregon Revised Statute (ORS) 342.223 to submit to a criminal records check and fingerprinting as required by law. Other individuals, as determined by the district, that will have direct, unsupervised contact with students shall submit to criminal records checks and/or fingerprinting as established by Board policy and as required by law.

“Direct, unsupervised contact with students” means contact with students that provides the person opportunity and probability for personal communication or touch when not under direct supervision.

Pursuant to state law, a criminal records check or fingerprint-based criminal records checks shall be required of the following individuals<sup>2</sup>:

1. All individuals employed as or by a contractor and considered by the district to have direct, unsupervised contact with students;
2. Any community college faculty member providing instruction at the site of an early childhood education program, at a school site as part of an early childhood program or at a grade K through 12 school site during the regular school day;
3. Any individual who is an employee of a public charter school and not requiring licensure under ORS 342.223; and
4. Any individual considered for volunteer service with the district who is allowed to have direct, unsupervised contact with students.

The district will provide the written notice about the requirements of fingerprinting and criminal records checks through means such as staff handbooks, employment applications, contracts or volunteer forms.

The procedure for processing fingerprint collection is further outlined in GCDA/GDDA-AR – Criminal Records Checks and Fingerprinting.

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<sup>1</sup> Any individual hired within the last three months. A subject individual does not include an employee hired within the last three months if the district has evidence on file that meets the definition in Oregon Administrative Rule (OAR) 581-021-0510(11)(b).

<sup>2</sup> Subject individuals and requirements are further outlined in GCDA/GDDA-AR – Criminal Records Checks and Fingerprinting.

A subject individual shall be subject to the collection of fingerprint information, only after the offer of employment or contract from the district and may be charged a fee by the district. A subject individual may request the fee be withheld from the amount otherwise due the individual.

The district shall not begin the employment of a subject individual or terms of a district contractor before the return and disposition of the required criminal records checks.

When the district is notified of a subject individual who has been convicted of any crimes prohibiting employment or contract the individual will not be employed or contracted, or if employed will be terminated. When the district is notified of a subject individual who knowingly made a false statement as to the conviction of any crime, the individual may be employed or contracted with by the district, or if employed by the district may be terminated. A subject individual who fails to disclose the presence of convictions that would not otherwise prohibit employment or contract with the district as provided by law may be employed or contracted with by the district.

The district's use of criminal history must be relevant to the specific requirements of the position, services or employment.

The service of a volunteer will not begin before the return and disposition of a criminal records check.

A volunteer who knowingly made a false statement or has a conviction of the crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number will result in immediate termination from the ability to volunteer in the district.

The superintendent shall develop administrative regulations as necessary to meet the requirements of law.

## Appeals

A subject individual may appeal a determination from ODE that prevents employment or eligibility to contract with the district to the Superintendent of Public Instruction as a contested case under ORS 183.413 – 183.470.

END OF POLICY

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### Legal Reference(s):

[ORS 181A.180](#)  
[ORS 181A.230](#)  
[ORS 326.603](#)  
[ORS 326.607](#)

[ORS 332.107](#)  
[ORS 336.631](#)  
[ORS 342.143](#)  
[ORS 342.223](#)

[OAR 414-061-0010 – 061-0030](#)  
[OAR 581-021-0510 – 021-0512](#)  
[OAR 581-022-2430](#)  
[OAR 584-050-0012](#)

Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et. seq. (2012).

Corrected 3/21/23; Corrected 8/21/23; Corrected 10/05/23

# South Lane School District 45J3

Code: GCDA/GDDA-AR  
Revised/Reviewed: 3/03/14  
Orig. Code: GCDA/GDDA-AR

## Criminal Records Checks/Fingerprinting (Version 1)

### Subject Requirements

1. Any individual newly hired and not requiring licensure as a teacher, administrator, personnel specialist or school nurse shall be required to undergo a nationwide criminal records check and fingerprinting.
2. Individuals applying for reinstatement of a license that has lapsed for more than three years shall be required to undergo such checks.

Requirements, including applicable fees and the process for the collection and submission of fingerprints, etc., will generally be met by the individual as a part of the licensing process and in accordance with rules established by the Teacher Standards and Practices Commission (TSPC).

3. Any individual registering with TSPC for student teaching, practicum or internship as a teacher, administrator or personnel specialist shall be required to undergo a nationwide criminal records check and fingerprinting with TSPC.
4. Any district contractor, whether part-time or full-time, or an employee of a district contractor, whether part-time or full-time, hired into a position having direct, unsupervised contact with students shall be required to undergo a nationwide criminal records check and fingerprinting.

The superintendent will identify district contractors subject to such requirements.

5. Any contractor or an employee of the contractor who provides early childhood special education or early intervention services shall be required to undergo a nationwide criminal records check and fingerprinting with the Employment Department.
6. Any community college faculty member providing instruction at the site of an early childhood education program or at a school site as part of an early education program.
7. An individual who is an employee of a public charter school shall be required to undergo a nationwide criminal records check and fingerprinting.
8. Any person authorized by the district for volunteer service into a position having direct, unsupervised contact with students will be required to undergo an Oregon criminal records check.

An exception will be made to criminal records checks and fingerprinting if the district has on file evidence from a previous employer documenting a successfully completed Oregon and FBI criminal records check. Evidence will be either a copy of the records check or a written statement of verification from a supervisor or officer of the previous employer. Furthermore:

1. The Oregon Department of Education (ODE) or TSPC verification of a previous check shall be acceptable only in the event the district can demonstrate records are not otherwise available;
2. Additional evidence that the employee has not resided outside the state between the two periods of time working in the district shall be maintained.

## Notification

1. The district will provide notification to individuals subject to criminal records checks and fingerprinting of the following:
  - a. Such checks are required by law and/or Board policy;
  - b. Any action resulting from those checks may be appealed as a contested case;
  - c. All employment or contract offers are contingent upon the results of such checks;
  - d. A refusal to consent to criminal records checks or fingerprinting or falsely stating on district employment applications, contracts or ODE fingerprint forms as to conviction of a crime shall result in immediate termination from employment or contract status.
2. The district will provide notice through such means as employment applications and contract forms.

## Processing/Reporting Procedures

1. Any individual subject to criminal records checks and/or fingerprinting shall, as part of the application process, complete the appropriate forms as provided by ODE.
2. If the individual is subject to fingerprinting, he/she will be required to report within [three] working days to an authorized fingerprinter for fingerprinting. Fingerprints may be collected by one of the following:
  - a. Employing district staff;
  - b. Contracted agent of employing district;
  - c. Local or state law enforcement agency.

Individuals shall be subject to fingerprinting only after acceptance of an offer of employment or contract.

3. The individual is responsible for obtaining [one] fingerprint card from an Oregon district, education service district, an Oregon-approved teacher education institution, ODE or TSPC.
4. To ensure the integrity of the fingerprinting collection and prevent any compromise of the process, the district will provide the name of the individual to be fingerprinted to the authorized fingerprinter and require that the individual submit a photo ID (driver's license or other) containing the individual's name and picture in order to verify the identity of the individual intended to be fingerprinted.
5. The authorized fingerprinter will return the fingerprint card to the district in the envelope provided. The Fingerprint Criminal History Verification form and fingerprint card will be sent to the ODE. A copy of the form will be kept in the employee's personnel file.

## Fees

1. Fees associated with criminal records checks and/or fingerprinting for individuals applying for employment with the district including contractors and their employees and volunteers shall be paid by the individual.
2. Fees are payable prior to beginning employment, volunteer service or contract.
3. Individuals may request that the amount of the fee be withheld from the employee's paycheck, including a periodic payroll deduction rather than a lump sum payment, in accordance with Oregon law. The district may withhold such fees only upon the request of the individual.

## Termination of Employment or Withdrawal of Employment/Contract Offer

1. Any individual required to submit to criminal records checks and/or fingerprinting in accordance with law and/or Board policy will be terminated from consideration as a district volunteer and employment or contract

status or withdrawal of offer of employment or contract will be made by the superintendent immediately upon:

- a. Refusal to consent to a criminal records check and/or fingerprinting; or
- b. Notification by the Superintendent of Public Instruction or his/her designee or the State Board of Education that the employee has made a false statement as to conviction of a crime or conviction of crimes prohibiting employment with the district as specified in law.

- 2. Employment termination shall remove the individual from any district policies, collective bargaining provisions regarding dismissal procedures and appeals and the provisions of Accountability for Schools for the 21st Century Law.

**Appeals**

All appeals regarding a determination which prevents his/her employment or eligibility to contract with the district will be directed to the Superintendent of Public Instruction. Individuals eligible to appeal as a contested case will be so notified in writing by ODE.

Corrected 3/21/23

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# South Lane School District 45J3

Code: GCDA/GDDA-AR

Revised/Reviewed:

## Criminal Records Checks and Fingerprinting

(Version 2)

### Requirements

1. Any individual newly hired employee<sup>1</sup> and not requiring licensure under Oregon Revised Statute (ORS) 342.223 as a teacher, administrator, personnel specialist or school nurse, shall submit to a criminal records check and fingerprinting.
2. Any individual applying for reinstatement of an Oregon license with the Teacher Standards and Practices Commission (TSPC) that has lapsed for more than three years shall be required to undergo a criminal records check and fingerprinting with TSPC.
3. Any individual registering with the TSPC for student teaching, practicum or internship as a teacher, administrator or personnel specialist shall be required to submit to a criminal records check and fingerprinting with TSPC.
4. Any individual hired as or by a contractor<sup>2</sup> into a position having direct, unsupervised contact with students as determined by the district shall be required to submit to a criminal records check and fingerprinting.

The superintendent will identify contractors who are subject to such requirements.

5. Any community college faculty member providing instruction at the site of an early childhood education program, a school site as part of an early childhood program or at a grade K through 12 school site during the regular school day, shall be required to undergo a criminal records check and fingerprinting.
6. Any individual who is an employee of a public charter school not requiring licensure under ORS 342.223 shall be required to undergo a criminal records check and fingerprinting.
7. Any individual applying to volunteer in the district shall submit to an in-state criminal records check.

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<sup>1</sup> Any individual hired within the last three months. A subject individual does not include an employee hired within the last three months if the district has evidence on file that meets the definition in Oregon Administrative Rule (OAR) 581-021-0510(11)(b).

<sup>2</sup> A person hired as or by a contractor and their employees may not be required to submit to fingerprinting until the contractor has been offered a contract by the district.

## Exceptions

A newly hired employee<sup>3</sup> is not subject to fingerprinting if:

1. The district has evidence on file that the person successfully completed a state and national criminal records check for a previous employer that was a school district or private school, and has not resided outside the state between the two periods of employment; or
2. The Oregon Department of Education (ODE) determines the person:
  - a. Submitted to a criminal records check for the person's immediately previous employer, the employer is a school district or private school and the person has not lived outside this state between the two periods of employment;
  - b. Submitted to a criminal records check conducted by TSPC within the previous three years; or
  - c. Remained continuously licensed or registered with the TSPC.

## Notification

1. The district will provide the following notification to individuals subject to criminal records checks and/or fingerprinting:
  - a. Such criminal records checks and/or fingerprinting are required by law or Board policy;
  - b. Any action resulting from such checks completed by the ODE that impact employment or contract may be appealed as a contested case to ODE;
  - c. All employment or contract offers or the ability to volunteer are contingent upon the results of such checks;
  - d. A refusal to consent to a required criminal records check and/or fingerprinting shall result in immediate termination from employment, contract status or the ability to volunteer in the district;
  - e. An individual determined to have knowingly made a false statement as to the conviction of any crime on district employment applications, contracts, ODE forms (written or electronic) may result in immediate termination from employment or contract status;
  - f. An individual determined to have been convicted of any crime that would prohibit employment or contract will be immediately terminated from employment or contract status; A volunteer candidate who knowingly made a false statement or has a conviction of the crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number will result in immediate termination from the ability to volunteer in the district.
2. The district will provide the written notice described above through means such as staff handbooks, employment applications, contracts or volunteer forms.

## Processing and Reporting Procedures

1. Immediately following an offer and acceptance of employment or contract, an individual subject to criminal records checks and/or fingerprinting shall complete the appropriate forms authorizing such checks and report to an authorized fingerprinter as directed by the district. The district shall send such authorization, any collection of fingerprint information, and the request to ODE pursuant to law.
2. Fingerprints may be collected by one of the following:
  - a. Employing district staff;

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<sup>3</sup> Any individual hired within the last three months.

- b. Contracted agent of employing district; or
  - c. Local or state law enforcement agency.
3. To ensure the integrity of the fingerprinting collection and prevent any compromise of the process, the district will provide the name of the individual to be fingerprinted to the authorized fingerprinter.
  4. The authorized fingerprinter will obtain the necessary identification and fingerprinting and notify ODE of the results. ODE will then review and notify the district of said results as well as the identity of any individual it believes has knowingly made a false statement as to conviction of a crime, has knowingly made a false statement as to conviction of any crime or has a conviction of a crime prohibiting employment, contract or volunteering.
  5. A copy of the fingerprinting results will be kept by the district.

**Fees**

1. Fees associated with criminal records checks and/or fingerprinting for individuals applying for employment with the district and not requiring licensure, including persons hired as or by contractors<sup>4</sup>, shall be paid by the individual.
2. An individual offered a contract or employment by the district may, only upon request, request that the amount of the fee be withheld from the amount otherwise due the individual in accordance with Oregon law.
3. Fees associated with required criminal records checks for volunteers shall be paid by the district.

**Termination of Employment or Withdrawal of Employment/Contract Offer/Volunteer Status**

1. A subject individual required to submit to a criminal records check and/or fingerprinting in accordance with law and/or Board policy will be terminated from employment or contract status, or withdrawal of offer of employment or contract will be made by the district upon:
  - a. Refusal to consent to a criminal records check and/or fingerprinting; or
  - b. Notification<sup>5</sup> from the Superintendent of Public Instruction that the employee has a conviction of any crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number.
2. A subject individual may be terminated from employment or contract status upon notification from the Superintendent of Public Instruction that the employee has knowingly made a false statement as to the conviction of any crime.
3. Employment termination shall remove the individual from any district policies, collective bargaining provisions regarding dismissal procedures and appeals and the provisions of Accountability for Schools for the 21st Century Law.

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<sup>4</sup> A person hired as or by a contractor and their employees may not be required to submit to fingerprinting until the contractor has been offered a contract by the district.

<sup>5</sup> Prior to making a determination that results in this notification and opportunity for a hearing, the Superintendent of Public Instruction may cause an investigation pursuant to OAR 581-021-0511; involved parties shall cooperate with the investigation pursuant to law.

4. A volunteer who refuses to submit, when required, to a criminal records check or a fingerprint-based criminal records check in accordance with law and/or Board policy will be denied such ability to volunteer in the district.
5. If the district has been notified by the Superintendent of Public Instruction that a volunteer knowingly made a false statement or has a conviction for any crimes listed in ORS 342.143, or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number, the individual will be denied the ability to volunteer.
6. A volunteer who knowingly makes a false statement, as determined by the district, on a district volunteer application form may be denied the ability to volunteer in the district.

### **Appeals**

A subject individual may appeal a determination from ODE that prevents employment or eligibility to contract with the district to the Superintendent of Public Instruction as a contested case under ORS 183.413 – 183.470.

Corrected 3/21/23; Corrected 8/21/23; Corrected 10/05/23

# South Lane School District 45J

Code: JBA/GBN-AR  
Revised/Reviewed: 7/11/05  
Orig. Code: JBA/GBN-AR

## Sexual Harassment Complaint Procedure (Version 1)

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

Step I Any sexual harassment information (complaints, rumors, etc.) shall be presented to the building principal, compliance officer or superintendent. All such information shall be reduced to writing and will include the specific nature of the sexual harassment and corresponding dates.

Step II The district official receiving the information or complaint shall promptly initiate an investigation. He/She will arrange such meetings as may be necessary to discuss the issue with all concerned parties within five working days after receipt of the information or complaint. All findings of the investigation, including the response of the alleged harasser, shall be reduced to writing. The district official(s) conducting the investigation shall notify the complainant in writing when the investigation is concluded. The parties will have an opportunity to submit evidence and a list of witnesses.

A copy of the notification letter, together with any other documentation related to the sexual harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

Step III If a complainant is not satisfied with the decision at Step II, he/she may submit a written appeal to the superintendent or designee. Such appeal must be filed within 10 working days after receipt of the Step II decision. The superintendent or designee will arrange such meetings with the complainant and other affected parties as deemed necessary to discuss the appeal. The superintendent or designee shall provide a written decision to the complainant within 10 working days.

Step IV If a complainant is not satisfied with the decision at Step III, he/she may submit a written appeal to the Board. Such appeal must be filed within 10 working days after receipt of the Step III decision. The Board shall, within 20 working days, conduct a hearing at which time the complainant shall be given an opportunity to present the appeal. The Board shall provide a written decision to the complainant within 10 working days following completion of the hearing.

Step V If the complaint is not satisfactorily settled at the board level, the employee may appeal to the U.S. Department of Labor, Equal Employment Opportunity Commission or Oregon Bureau of Labor and Industries; the student may appeal to the Regional Civil Rights Director, U.S. Department of Education, Office for Civil Rights, Region X, 915 2nd Ave., Room 3310,

Seattle, WA 98174-1099. Additional information regarding filing of a complaint may be obtained through the building principal, compliance officer or superintendent.

All documentation related to sexual harassment complaints may become part of the student's education record or employee's personnel file as appropriate. Additionally, a copy of all sexual harassment complaints and documentation will be maintained as a confidential file and stored in the district office. The superintendent shall report the name of any person holding a teaching license or participating in a practicum under OAR 584-015-0070 or 584-016-1075 when after appropriate investigation, there is reasonable cause to believe the person may have committed an act of sexual harassment, Reports shall be made to the Teacher Standards and Practices Commission within 30 days of such a finding. Reports of sexual contact with a student shall be given to law enforcement representatives or Services to Children and Families representatives as possible child abuse. In the event the superintendent is the subject of the investigation, reports, when required, shall be made by the Board chairman.

Corrected 5/17/22

# South Lane School District 45J

Code: JBA/GBN-AR(1)

Revised/Reviewed:

## Sexual Harassment Complaint Procedure

Reports and complaints of sexual harassment should be made to the following individual(s):

### Bohemia Elementary School

Emily Wren Gerot	Principal	541-942-3313	<a href="mailto:emily.wren@slane.k12.or.us">emily.wren@slane.k12.or.us</a>
Laura Gerick	Assistant Principal	541-942-3313	<a href="mailto:laura.gerick@slane.k12.or.us">laura.gerick@slane.k12.or.us</a>

### Cottage Grove High School

Kevin Herington	Principal	541-942-3391	<a href="mailto:kevin.herington@slane.k12.or.us">kevin.herington@slane.k12.or.us</a>
Garrett Bridgens	Assistant Principal	541-942-3391	<a href="mailto:garrett.bridgens@slane.k12.or.us">garrett.bridgens@slane.k12.or.us</a>
Chris Wells	Assistant Principal	541-942-3391	<a href="mailto:chris.wells@slane.k12.or.us">chris.wells@slane.k12.or.us</a>
Tammy Sandefur	Assistant Principal	541-942-3391	<a href="mailto:tammara.sandefur@slane.k12.or.us">tammara.sandefur@slane.k12.or.us</a>

### Al Kennedy High School

Halie Ketcher	Principal	541-942-1962	<a href="mailto:halie.ketcher@slane.k12.or.us">halie.ketcher@slane.k12.or.us</a>
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### Dorena School

Devin Pixton	Principal	541-946-1506	<a href="mailto:devin.pixton@slane.k12.or.us">devin.pixton@slane.k12.or.us</a>
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### Harrison Elementary School

Jamie Massie	Principal	541-942-3389	<a href="mailto:jaimie.massie@slane.k12.or.us">jaimie.massie@slane.k12.or.us</a>
Kirstin Sadiq	Vice Principal	541-942-3389	<a href="mailto:kirstin.sadiq@slane.k12.or.us">kirstin.sadiq@slane.k12.or.us</a>

### Lincoln Middle School

Bill Bechen	Principal	541-942-3316	<a href="mailto:bill.bechen@slane.k12.or.us">bill.bechen@slane.k12.or.us</a>
Sarah Drew	Vice Principal	541-942-3316	<a href="mailto:sarah.drew@slane.k12.or.us">sarah.drew@slane.k12.or.us</a>

### London School

Aimee Cooper	Principal	541-942-0183	<a href="mailto:aimee.cooper@slane.k12.or.us">aimee.cooper@slane.k12.or.us</a>
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The district official receiving the complaint shall issue the required written notice as outlined under Oregon Procedures in Board policy JBA/GBN - Sexual Harassment.

Step 1 The district official receiving the report or complaint shall promptly initiate an investigation using procedures and standards, including but not limited to, those identified in Board policy JBA/GBN - Sexual Harassment and will notify the complainant or reporting person, any impacted person who is not a reporting person (if appropriate), each reported person, and

where applicable the parents of a reporting person, impacted person, or reported person, when such investigation is initiated. The official will arrange such meetings as may be necessary to discuss the issue with all concerned parties within 10 school days after receipt of the report or complaint. The parties will have an opportunity to submit evidence and a list of witnesses. All findings of the investigation shall be reduced to writing. The official conducting the investigation shall notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law within 30 days of receipt of the report or complaint.

A copy of the required written notice(s) and the date and details of notification of the notice of investigation and results of the investigation, together with any other documentation related to the sexual harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

Step 2 If a complainant is not satisfied with the decision at Step 1, the complainant may submit a written appeal to the superintendent or designee. Such appeal must be filed within five school days after receipt of the Step 1 decision. The superintendent or designee will arrange such meetings with the complainant and other affected parties as deemed necessary to discuss the appeal within 10 school days of receipt of the appeal. The superintendent or designee shall provide a written decision to the complainant within 10 school days.

Step 3 If a complainant is not satisfied with the decision at Step 2, the complainant may submit a written appeal to the Board. Such appeal must be filed within five school days after receipt of the Step 2 decision. The Board will review the decision of the superintendent or designee in a public meeting to determine what action is appropriate. The Board may use executive session if the subject matter qualifies under Oregon law. Appropriate action may include, but is not limited to, holding a hearing, requesting additional information, and adopting the superintendent's or designee's decision. All parties involved, including the school administration, may be asked to attend a hearing for the purposes of making further explanations and clarifying the issues. The Board shall provide a written decision to the complainant within 30 days following receipt of the appeal.

If the Board chooses not to hear the complaint, the superintendent's or designee's decision in Step 2 is final<sup>1</sup>.

The superintendent is authorized to amend these procedures (including timelines) when the superintendent feels it is necessary for the efficient handling of the complaint. Notice of any amendments will be promptly provided to the parties.

Complaints against the principal may start at Step 2 and may be filed with the superintendent or designee. The superintendent or designee will cause the required notices to be provided. The superintendent or designee will investigate the complaint and will notify the parties in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. If the complaint remains unresolved within 10 working days of receipt by the superintendent or designee, the complainant may appeal to the Board in Step 3.

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<sup>1</sup> If the Board chooses to accept the superintendent's decision as the district's final decision on the complaint, the superintendent's written decision must meet the requirements of OAR 581-022-2370(4)(b).

Complaints against the superintendent or a Board member (other than the Board chair) may start at Step 3 and should be referred to the Board chair on behalf of the Board. The Board chair will cause required notices to be provided. The Board chair shall present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide in open session what action, if any, is warranted. The Board chair shall notify the parties in writing within 30 days of receipt of the complaint that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

Complaints against the Board chair may start at Step 3 and should be referred to the Board vice chair on behalf of the Board. The Board vice chair will cause required notices to be provided. The Board vice chair shall present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide in open session what action, if any, is warranted. The Board vice chair shall notify the parties in writing within 30 days of receipt of the complaint that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

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

Direct complaints related to educational programs and services may be made to the Regional Civil Rights Director, U.S. Department of Education, Office for Civil Rights, Region X, 915 2nd Ave., Room 3310, Seattle, WA 98174-1099.

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

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

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

**South Lane School District**  
**455 Adams Ave, Cottage Grove, OR 97424 | 541-942-3381**

**SEXUAL HARASSMENT COMPLAINT FORM**

Name of complainant: \_\_\_\_\_

Position of complainant: \_\_\_\_\_

Date of complaint: \_\_\_\_\_

Name of alleged harasser: \_\_\_\_\_

Date and place of incident or incidents: \_\_\_\_\_

Description of misconduct: \_\_\_\_\_

Name of witnesses (if any): \_\_\_\_\_

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

Any other information: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**South Lane School District**  
**455 Adams Ave, Cottage Grove, OR 97424 | 541-942-3381**

**WITNESS DISCLOSURE FORM**

Name of Witness: \_\_\_\_\_

Position of Witness: \_\_\_\_\_

Date of Testimony/Interview: \_\_\_\_\_

Description of Instance Witnessed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Any Other Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Corrected 5/17/22; Corrected 8/21/23; Corrected 10/05/23

# South Lane School District 45J3

Code: JFCF-AR  
Revised/Reviewed: 5/03/10  
Orig. Code: JFCF-AR

## Hazing/Harassment/Intimidation/Bullying/Menacing/Cyberbullying Complaint Procedures - Student

(Version 1)

The following definitions and procedures shall be used for reporting, investigating and resolving complaints of hazing, harassment, intimidation, menacing, or bullying and acts of cyberbullying.

### Definitions

“District” includes district facilities, district premises and nondistrict property if the student is at any district-sponsored, district-approved or district-related activity or function, such as field trips or athletic events where students are under the control of the district.

“Hazing” includes, but is not limited to, any act that recklessly or intentionally endangers the mental health, physical health or safety of a student for the purpose of initiation or as a condition or precondition of attaining membership in, or affiliation with, any district-sponsored activity or grade level attainment, (i.e., personal servitude, sexual stimulation/sexual assault, forced consumption of any drink, alcoholic beverage, drug or controlled substance, forced exposure to the elements, forced prolonged exclusion from social contact, sleep deprivation or any other forced activity that could adversely affect the mental or physical health or safety of a student); requires, encourages, authorizes or permits another to be subject to wearing or carrying any obscene or physically burdensome article; assigns pranks to be performed or other such activities intended to degrade or humiliate regardless of the person’s willingness to participate.

“Harassment, intimidation or bullying” means any act that substantially interferes with a student’s educational benefits, opportunities or performance, that takes place on or immediately adjacent to district grounds, at any district-sponsored activity, on district-provided transportation or at any official district bus stop, that may be based on, but not limited to, the protected class status of a person, having the effect of:

1. Physically harming a student or damaging a student’s property;
2. Knowingly placing a student in reasonable fear of physical harm to the student or damage to the student’s property;
3. Creating a hostile educational environment including interfering with the psychological well being of the student.

“Protected class” means a group of persons distinguished, or perceived to be distinguished, by race, color, religion, sex, sexual orientation, national origin, marital status, familial status, source of income or disability.

“Cyberbullying” is the use of any electronic communication device to convey a message in any form (text, image, audio or video) that defames, intimidates, harasses or is otherwise intended to harm, insult or humiliate another in a deliberate, repeated or hostile and unwanted manner under a person’s true or false identity. In addition, any communication of this form, which substantially disrupts or prevents a safe and positive educational environment, may also be considered cyberbullying. Students will refrain from using personal communication devices or district property to harass or stalk another.

“Retaliation” means hazing, harassment, intimidation, menacing, or bullying and acts of cyberbullying toward a person in response to a student for actually or apparently reporting or participating in the investigation of hazing, harassment, intimidation, menacing, or bullying and acts of cyberbullying, or retaliation.

“Menacing” includes, but is not limited to, any act intended to place a student in fear of imminent serious physical injury.

### **Complaint Procedures**

Building principals and the superintendent have responsibility for investigations concerning hazing, harassment, intimidation, menacing, or bullying and acts of cyberbullying. The investigator(s) shall be a neutral party having had no involvement in the complaint presented.

All complaints will be promptly investigated in accordance with the following procedures:

- Step 1 Any hazing, harassment, intimidation, menacing, or bullying and acts of cyberbullying information ( complaints, rumors, etc.) shall be presented to the building principal or superintendent. Complaints against the building principal shall be filed with the superintendent. Complaints against the superintendent shall be filed with the Board Chair. All such information will be reduced to writing and will include the specific nature of the offense and corresponding dates.
- Step 2 The district official receiving the complaint shall promptly investigate. Parents will be notified of the nature of any complaint involving their student. The district official will arrange such meetings as may be necessary with all concerned parties within five working days after receipt of the information or complaint. The parties will have an opportunity to submit evidence and a list of witnesses. All findings related to the complaint will be reduced to writing. The district official(s) conducting the investigation shall notify the complainant and parents as appropriate, in writing, when the investigation is concluded and a decision regarding disciplinary action, as warranted, is determined.

A copy of the notification letter or the date and details of notification to the complainant, together with any other documentation related to the incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

- Step 3 If the complainant is not satisfied with the decision at Step 2, he/she may submit a written appeal to the superintendent or designee. Such appeal must be filed within 10 working days after receipt of the Step 2 decision. The superintendent or designee will arrange such meetings with the complainant and other affected parties as deemed necessary to discuss the appeal. The superintendent or designee shall provide a written decision to the complainant’s appeal within 10 working days.

Step 4 If the complainant is not satisfied with the decision at Step 3, a written appeal may be filed with the Board. Such appeal must be filed within 10 working days after receipt of the Step 3 decision. The Board shall, within 20 working days, conduct a hearing at which time the complainant shall be given an opportunity to present the complaint. The Board shall provide a written decision to the complainant within 10 working days following completion of the hearing.

Direct complaints related to educational programs and services may be made to the U.S. Department of Education, Office for Civil Rights.

Documentation related to the incident may be maintained as a part of the student's education records.

Corrected 5/24/22

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# South Lane School District 45J3

Code: JFCF-AR

Revised/Reviewed:

## **Hazing, Harassment, Intimidation, Bullying, Menacing, Cyberbullying, or Teen Dating Violence Reporting Procedures – Student** (Version 2)

Building principals and the superintendent have responsibility for investigations concerning acts of hazing, harassment, intimidation or bullying, menacing, acts of cyberbullying, and incidents of teen dating violence. The investigator(s) shall be a neutral party having had no involvement in the report presented.

All reports will be investigated in accordance with the following procedures:

**Step 1** Any reports or information on acts of hazing, harassment, intimidation or bullying, menacing, acts of cyberbullying, or incidents of teen dating violence (e.g., complaints, rumors) shall be presented to the building principal. Reports against the principal shall be filed with the superintendent. Reports against the superintendent shall be filed with the Board chair. All such information will be reduced to writing and will include the specific nature of the offense and corresponding dates.

**Step 2** The district official receiving the report shall promptly investigate. Parents will be notified of the nature of any report involving their student. The district official will arrange such meetings as may be necessary with all concerned parties within 10 school days after receipt of the information or report. The parties will have an opportunity to submit evidence and a list of witnesses. All findings related to the report will be reduced to writing. The district official conducting the investigation shall notify the person making the report within 10 school days of receipt of the information or report, and parents as appropriate, in writing when the investigation is concluded and a decision regarding disciplinary action, as warranted, is determined.

If the district official investigating in step 2 is not the superintendent, a copy of the notification letter or the date and details of notification to the person making the report, together with any other documentation related to the incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

**Step 3** If the person making the report is not satisfied with the decision at Step 2, they may submit a written appeal to the superintendent or designee. Such appeal must be filed within five school days after receipt of the Step 2 decision. The superintendent or designee will arrange such meetings with the person making the report and other affected parties as deemed necessary to discuss the appeal. The superintendent or designee shall provide a written decision to the appeal within 10 school days.

**Step 4** If the person making the report is not satisfied with the decision at Step 3, a written appeal may be filed with the Board. Such appeal must be filed within five school days after receipt of the Step 3 decision. The Board shall, within 20 working days, conduct a hearing at which time the person making the report shall be given an opportunity to present the report. The Board shall

provide a written decision to the person making the report within 30 days of receipt of the appeal by the Board.

Reports against the superintendent should be referred to the Board chair on behalf of the Board. The Board chair shall present the report to the Board. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide, within 30 days of receipt of the complaint, in open session what action, if any, is warranted.

Reports against the Board as a whole or against an individual Board member should be made to the Board chair on behalf of the Board. The Board chair shall present the report to the Board. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide in open session what action, if any, is warranted. A final decision will be made within 30 days of receipt of the report.

Reports against the Board chair may be made directly to the Board vice chair on behalf of the Board. The Board vice chair shall present the report to the Board. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. After receiving the results of the investigation, the Board shall decide in open session what action, if any, is warranted. A final decision will be made within 30 days of receipt of the report.

Timelines may be extended upon written agreement between both parties. This also applies to reports filed against the superintendent or any Board member.

Direct complaints of discriminatory harassment related to educational programs and services may be made to the Regional Civil Rights Director, U.S. Department of Education, Office for Civil Rights, Region X, 915 Second Ave., Room 3310, Seattle, WA 98174-1099.

Documentation related to the incident may be maintained as a part of the student's education records.

Corrected 5/17/22; Corrected 8/21/23

# South Lane School District 45J3

Code: **KL-AR(1)**

Revised/Reviewed:

## Public Complaint Procedure

A parent or guardian of a student attending a school in the district, a person who resides in the district, a staff member, or a student who wishes to express a concern should discuss the matter with the school employee involved.

### The Administrator/Supervisor: Step One

If the individual is unable to resolve a problem or concern with the employee, the individual may file a written, signed complaint with the administrator/supervisor within five ~~working~~ **school** days of the employee's response. The administrator/supervisor shall evaluate the complaint and render a decision within five working days after receiving the complaint. (A form is available, but is not required.)

### The Superintendent: Step Two

If Step One does not resolve the complaint, within ~~10 working~~ **five school** days of the written response from the administrator/supervisor, the complainant may file a written, signed complaint with the superintendent or designee clearly stating the nature of the complaint and a suggested remedy.

The superintendent or designee shall investigate the complaint, confer with the complainant and the parties involved, prepare a report of their findings and conclusion, and provide the report<sup>1</sup> in writing or in an electronic form to the complainant within 10 ~~working~~ **school** days after receiving the written complaint.

### The Board: Step Three

If the complainant is dissatisfied with the superintendent's or designee's findings and conclusion, the complainant may appeal the decision to the Board within five ~~working~~ **school** days of receiving the superintendent's decision. The Board will review the findings and conclusion of the superintendent in a public meeting to determine what action is appropriate. The Board may use executive session if the subject matter qualifies under Oregon law. Appropriate action may include, but is not limited to, holding a hearing, requesting additional information, and adopting the superintendent's decision as the district's final decision. All parties involved, including the school administration, may be asked to attend such hearing for the purposes of making further explanations and clarifying the issues.

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<sup>1</sup> If the Board chooses to accept the superintendent's decision as the district's final decision on the complaint, the superintendent's written decision must meet the requirements of OAR 581-022-2370(4)(b).

If the Board chooses not to hear the complaint, the superintendent's decision in Step Two is final<sup>2</sup>.

~~The Board may hold the hearing in executive session if the subject matter qualifies under Oregon law.~~

The complainant shall be informed in writing or in electronic form of the Board's decision within 30 days from the receipt of the appeal by the Board. The Board's decision will address each allegation in the complaint and contain reasons for the district's decision. The Board's decision will be final.

The timelines may be extended upon written agreement between the district and the complainant.

The district's final decision for a complaint processed under this administrative regulation that alleges a violation of Oregon Administrative rule (OAR) Chapter 581, Division 22 (Division 22 Standards), ORS 339.285 - 339.303 or OAR 581-021-0550 - 581-021-0570 (Restraint and Seclusion), or ORS 659.852 (Retaliation), will be issued in writing or electronic form. The final decision will address each allegation in the complaint and contain reasons for the district's decision. If the complainant, who is a student, parent or guardian of a student attending school in the district or a person that resides in the district, and this complaint is not resolved through the complaint process, the complainant may appeal<sup>3</sup> the district's final decision to the Deputy Superintendent of Public Instruction under Oregon OARs 581-002-0001 – 581-002-0023.

Complaints against the principal should be filed with the superintendent. The superintendent will attempt to resolve the complaint. If the complaint remains unresolved within 10 working days of receipt by the superintendent, the complainant may request to place the complaint on the Board agenda at the next regularly scheduled or special Board meeting. The Board may use executive session if the subject matter qualifies under Oregon law. The Board shall decide, ~~within 20 days~~, in open session what action, if any, is warranted. A final written decision regarding the complaint shall be issued by the Board within 30 days of receipt of the complaint. The written decision of the Board will address each allegation in the complaint and reasons for the district's decision.

Complaints against the superintendent should be referred to the Board chair on behalf of the Board. The Board chair shall present the complaint to the Board in a Board meeting. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. The Board shall decide, ~~within 20 days~~, in open session what action, if any, is warranted. The Board may use executive session if the subject matter qualifies under Oregon law. A final written decision regarding the complaint shall be issued by the Board within 30 days of receipt of the complaint. The written decision of the Board will address each allegation in the complaint and reasons for the district's decision.

Complaints against the Board as a whole or against an individual Board member should be referred to the Board chair on behalf of the Board. The Board chair shall present the complaint to the Board in a Board meeting. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. The Board shall decide, ~~within 20 days~~, in open session what action, if any, is warranted. A final written decision regarding

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<sup>2</sup> ~~If the Board choose to accept the superintendent's decision as the district's final decision on the complaint, the superintendent's written decision must meet the requirements of OAR 581-022-2370(4)(b).~~

<sup>3</sup> An appeal must meet the criteria found in OAR 581-002-0005(1)(a).

the complaint shall be issued by the Board within 30 days of receipt of the complaint. The written decision of the Board will address each allegation in the complaint and reasons for the district's decision.

Complaints against the Board chair may be referred directly to the Board vice chair on behalf of the Board. The Board vice chair shall present the complaint to the Board in a Board meeting. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. The Board shall decide, within 20 days, in open session what action, if any, is warranted. A final written decision regarding the complaint shall be issued by the Board within 30 days of receipt of the complaint. The written decision of the Board will address each allegation in the complaint and reasons for the district's decision.

### **Charter Schools of which the District Board is a Sponsor**

The appeal of a complaint from a public charter school to be reviewed by the district Board will be presented by the Board chair and reviewed by the Board at a Board meeting. The Board may use executive session if the subject matter qualifies under Oregon law. The Board will review the appeal and make a decision about appropriate action, which may include, but is not limited to, holding a hearing, requesting information, and recognizing the decision reached by the public charter school board. A decision will be reached, within 30 days, in open session, unless allowed in executive session. A final written decision regarding the appeal shall be issued by the district Board within 10 days. The written decision of the district Board will address each allegation in the complaint and include reasons for the district Board's decision.

Corrected 11/28/22; Corrected 1/17/23; Corrected 3/08/23; Corrected 8/21/23



**Date:** April 8, 2024  
**To:** SLSD School Board  
**From:** Jeremy Smith, Director of Teaching and Learning  
**Subject:** Math Curriculum Adoption

---

### **Background of Situation:**

As part of the [Oregon State Adoption schedule](#) SLSD purchases new curriculum approximately every 7 years. For the past year we've been researching best practices in math instruction and evaluating which program will best fit our needs at each level. Based on hundreds of hours of work we now have recommendations and need board approval to adopt.

### **Current Situation:**

In the spring of 2023, we gathered a comprehensive list of staff to engage in research, analyzation, and feedback to determine a recommendation at each level:

- Review research/best practices
- Develop a [Math Instructional Vision](#)
- Develop a [Rubric](#) for viewing materials
- [Review programs](#) and determine which programs to pilot
- Pilot with teacher and student feedback
- Meet with publishers as necessary
- Analyze data and determine recommendations

Our team included representation from SPED, ELD Specialists, Admin, and classroom teachers. We partnered with Math Specialists from Lane ESD to support us in each step in this process. We recommend that SLSD adopt the following programs at each level (click on the links for analysis of the decisions):

- [Elementary](#): Bridges 3rd Edition
- [Middle School](#): Carnegie Learning
- [High School](#): MathMedic

### **Action Necessary:**

In order to adopt the recommended curriculum we must have board approval: **I recommend that the board accept and approve the following math programs:**

- Elementary: Bridges 3rd Edition
- Middle School: Carnegie Learning
- High School: MathMedic



# 23-24 Math Curriculum Adoption

South Lane School District

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## Overview of the Process

- Review research/best practices
- Develop a Math Instructional Vision
- Develop a Rubric for viewing materials
- Review programs
- Pilot with teacher and student feedback
- Meet with publishers as necessary
- Analyze data and determine recommendations





## Committee Members

- Variety of grade levels
- Teachers, Principals, District Office
- Representation from Special Education (SPED) and English Language Development (ELD)

First name: ☰	Last Name: ☰	School/Department ☰
Cara	Morrow	Bohemia
Elyse	Walters	Bohemia
Nikki	McClellan	Bohemia
Heather	Casey	Bohemia
Jill	Middleton	Bohemia
Sarah	Jones	CGHS
Dylan	Ferguson	CGHS
Tammy	Sandefur	CGHS
Amanda	Nichols	CGHS
Michele	Hilton	CGHS
Sergio	Dussan	CGHS
Larissa	Leavitt	Harrison
Audrey	Stepp	Dorena
Chris	Stober	Harrison
Jaimee	Massie	Harrison
Cammie	Barnes	Harrison
Krystal	Bowman	Harrison
Jesse	Van Horn	LMS
Sarah	Drew	LMS
Wyatt	Mahaffy	LMS
Daniel	Flagg	LMS
Mina	Christianson	London

# Research/Best Practices



## Cornerstones of the Oregon Math Project

**Engineering a better system:**  
*Meaningful math for every student*



**FOCUS**



**ENGAGEMENT**



**PATHWAYS**



**BELONGING**



**OREGON  
MATH PROJECT**

*Meaningful Math for Every Student*

# Research/Best Practices

“What do we want the mathematics K-12 student experience to look like in SLSD?”



## Math as a Filter:

- Narrow access
- High cognitive load
- Individual achievement

## Math as a Pump:

- Open access
- High cognitive demand (LOW cognitive load)
- Collective achievement

---

## SLSD Instructional Vision for Math

Through explicit and consistent instruction, all South Lane students will be able to read, write, speak, and comprehend with confidence. They will use these tools to become critical thinkers, to gain cultural awareness, and to comprehend the world around them. Students will build on these skills to continually be prepared for the next level of school and for life.





# Develop a SLSD Rubric

## SLSD Priorities:

- Listed essential criteria based on research, best practices, needs of our schools/students
- Organized the criteria into themes to form [Rubric](#)

Crosswalked with ODE Rubric and noted the overlap between our work and the work done at the state level

Elementary Selection Criteria		
<b>Theme 1:</b> Descriptors:	<b>Relevant &amp; Authentic Applications</b> <ol style="list-style-type: none"> <li>Materials include relevant topics of student interest and strategic access to authentic contexts and tools that give students the freedom to make connections to their experiences, goals, and interests; as well as supporting the value of math as a sensible, useful, and worthwhile subject. (ODE IMET, 2.1.1)</li> <li>Authentic applications of mathematics are inherently task-based and encourage the process of mathematical modeling through exploration, assumptions, revision, and communication. (SLSD Math Adoption Team)</li> <li>Task topics provide opportunities to explore current and community issues with minimal adaptation. (SLSD Math Adoption Team)</li> </ol>	<b>ODE Cornerstone Alignment:</b> Engagement Pathways
<b>Theme 2:</b> Descriptors:	<b>Accessibility &amp; Belonging</b> <ol style="list-style-type: none"> <li>Materials include tasks that promote student identity and ownership of mathematics rather than growth in procedural fluency. (SLSD)</li> <li>Materials designed using the tenets of Universal Design for Learning that attend the affective, recognition, and strategic networks. (SFUSD UDL)</li> <li>Materials include instructional strategies for supporting unfinished learning from prior grade-levels and extensions for students who are ready to deepen their understanding of grade level content. (IMET, 2.1.4)</li> <li>Materials provide strategies and support for students from special populations such as students who are multilingual, students experiencing disabilities, and/or students identified as TAG, to support their regular and active participation in learning grade-level/series mathematics. (IMET, 3.2.1)</li> </ol>	<b>ODE Cornerstone Alignment:</b> Belonging
<b>Theme 3:</b> Descriptors:	<b>Emphasis on Flexible &amp; Accurate Strategies</b> <ol style="list-style-type: none"> <li>Conceptual understanding must precede and coincide with instruction on procedures. (NCTM)</li> <li>Basic facts are taught using number relationships and sensemaking. (NCTM)</li> <li>Fluency strategies are grade-level appropriate, based in place value, and never include a timed component. (SLSD)</li> </ol>	<b>ODE Cornerstone Alignment:</b> Focus & Engagement
<b>Theme 4:</b> Descriptors:	<b>Sensemaking</b> <ol style="list-style-type: none"> <li>Materials explicitly align to and support the Standards for Mathematical Practice through regular and authentic engagement opportunities for students. (IMET, 1.1.3)</li> <li>Materials include opportunities for students to communicate thinking, reflection, explanation, comparison, and justification, about and with mathematics in varied ways; including with words, data visualizations and numbers. (IMET, 1.2.4)</li> <li>Materials include opportunities for students to extend mathematical reasoning when investigating scenarios, researching topics, solving problems, processing multiple conditions, and/or reasoning with data. (IMET, 1.3.4)</li> </ol>	<b>ODE Cornerstone Alignment:</b> Engagement & Focus



# Develop a SLSD Rubric

## SLSD Priorities:

- Listed essential criteria based on research, best practices, needs of our schools/students
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Elementary Selection Criteria		
<b>Theme 5:</b>	<b>Student Collaboration &amp; Discourse</b>	<b>ODE Cornerstone Alignment:</b> Engagement & Belonging
Descriptors:	<p>a. Materials include tasks that provide students opportunities to engage in the process of learning collaboratively, as well as opportunities to express their learning individually. (IMET, 2.1.3)</p> <p>b. Materials provide strategies and support for students to read, write, and speak about mathematics as part of the learning process. (SLSD)</p> <p>c. Instructional routines that support discourse and collaboration are purposefully embedded throughout the program, with implementation support for teachers and students. (SLSD)</p> <p>d. Discourse prompts draw on funds of knowledge and provide multiple entry points for students to participate in conversations. (SLSD)</p>	
<b>Theme 6:</b>	<b>Assessment</b>	<b>ODE Cornerstone Alignment:</b> Belonging & Pathways
Descriptors:	<p>a. Instructional tasks and activities elicit a variety of evidence of student thinking, including opportunities for student self-assessment and reflection. (IMET, 4.1.2)</p> <p>b. Materials facilitate meaningful and strengths-based feedback to move learning forward. (IMET, 4.1.3)</p> <p>c. Assessments provide regular checkpoints to monitor student progress and suggest opportunities for differentiation and just-in-time intervention. (SLSD)</p>	
<b>Theme 7:</b>	<b>Multimodal Features</b>	<b>ODE Cornerstone Alignment:</b>
Descriptors:	<p>a. Materials are designed to allow a teacher the ability to differentiate content within lessons, tasks, or other activities for students. Materials also include opportunities to communicate with writing and/or technology. (IMET, 3.1.4)</p>	
<b>Theme 8:</b>	<b>Pacing &amp; Teacher Guidance</b>	<b>ODE Cornerstone Alignment:</b>
Descriptors:	<p>a. Materials provide teacher guidance with useful annotations and suggestions for how to enact the student materials, concrete materials and visual models, and ancillary materials, with specific attention to engaging students to guide their mathematical development. (IMET, 3.1.1)</p>	

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## Program Review at Lane ESD

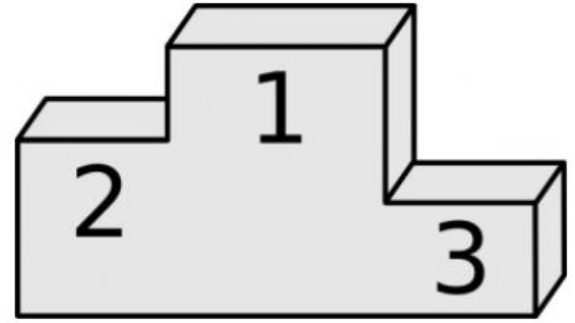
Elementary and Secondary Teams each spent 1 day reviewing possible curricula choices:

- SLSD Rubric guided the work
- Looked at print materials, digital resources, and recorded publisher presentations
- Identified the Strengths and Weaknesses of each program based on our themes
- Scored each program on a 1-5 rating scale





## Program Review at Lane ESD



Finalists at each level:

- Elementary (K-5): Bridges, McGraw Hill Reveal
- Middle School (6-8): McGraw Hill Reveal, Imagine Learning IM, Carnegie Learning\*
- High School (9-12): Open Up, MathMedic\*

\*Not on the state approved adoption list



# Pilot

- Elementary: 7 teachers
- Middle School: 10 teachers
- High School: 6 teachers
- Format and Feedback
  - Training from each company
  - At least four weeks with each program
  - Student and Teacher feedback forms




# Input from Staff/Students

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- Questions:
  - Ease of use
  - Organization
  - Alignment with standards
  - Assessment
- Overall: 30 pages of data



# Input from Staff/Students



The program is accessible to all learners, it has many entry points to the problems. Students are able to work together at their group's pace.

The online application is terrible and needs to be more user friendly. I would access things, and return unable to find it again.

There was a strong connection to real-life math examples and students were highly engaged in the number routines and be curious activities.

# Input from Staff/Students

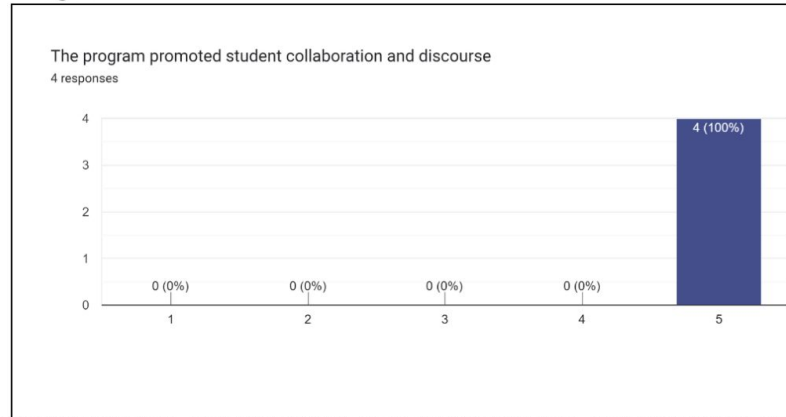
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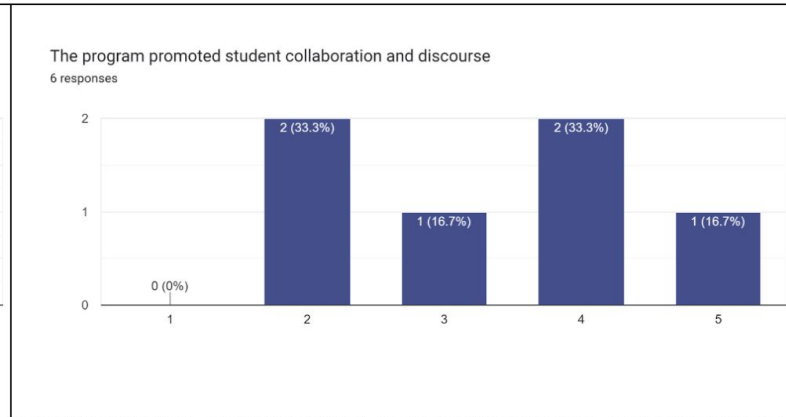
There was a strong connection to real-life math examples and students were highly engaged in the number routines and be curious activities.

The program promoted student collaboration and discourse

## Bridges



## McGraw Hill Reveal



# Input from Staff/**Students**

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- Elementary: 114 responses
- Middle School: 617 responses
- High School: 208 responses
- Questions:
  - What part of this makes learning easy/hard?
  - What did you like/not like?
  - This program is fun
  - This program is interesting
  - **This program makes me think math is \_\_\_\_\_**



# Input from Staff/**Students**

The program makes  
me think math is...

...fun to do I loved  
number corner!

The program makes  
me think math is...

...*un poco faciles*

The program makes  
me think math is...

...math is stupid  
because it's hard!

The program makes  
me think math is...

...something you need  
to learn

# Input from Staff/Students

The program makes me think math is...

...fun to do I loved number corner!

The program makes me think math is...

...*un poco faciles*

The program makes me think math is...

...math is stupid because it's hard!

The program makes me think math is...

...something you need to learn

This program made learning easy. Esta programa hizo que el aprendizaje era fácil.

McGraw Hill Reveal



Imagine Learning IM



Carnegie




# Input from Parents/Community




South Lane School District is in the process of selecting a new math curriculum for the next several years and we want your input.


- Come to the Training Room at the District Service Center to view the materials and provide feedback.


455 Adams St, Cottage Grove, OR 97424

Drop In: Tuesday and Thursday, March 19th and 21st, 4:30-6:00pm 

By Appointment:

March 14th 1:00pm-4:30pm 

March 15th 8:00am-4:30pm 

March 18th, 19th, and 20th 8:00am-4:30pm 

Please contact Janiece Crowe for appointments

[Email](#) or Phone 541-767-3582

- Take an online look by reviewing materials through the Virtual Caravan - 2nd tab above.

We hope to make our final selections by early-April, so please take this opportunity to give us **feedback!**

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## Next Steps

Here is what we have left to complete in the process:

- Purchase: *Upon board approval*
  - Print and Digital Materials
  - Professional Development
  - Shipping Logistics
- Staff Training: **June/August**
  - Provide overview of programs
  - Allow observation of lessons with debriefs
  - Ongoing coaching support for Q&A with teachers





## Questions or Thoughts?

For details visit the SLSD Teaching and Learning website:

- Instructional Materials
- Math Curriculum Adoption

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SOUTH LANE SCHOOL DISTRICT 45J3**

**AND**

**OREGON SCHOOL EMPLOYEES ASSOCIATION  
COTTAGE GROVE CHAPTER 32**

**A Member's Union**  
**OSEA**  
**AFT Local 6732**

**EFFECTIVE**

**July 1, 2024~~1~~ through June 30, 2027~~4~~**

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## **AGREEMENT**

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This Agreement is in effect from the 1<sup>st</sup> day of July 2024~~1~~ by and between the Board of Directors on behalf of South Lane School District 45J3, Lane County, Oregon, herein called "Board" or "District" and OSEA Cottage Grove Chapter 32, herein called "Association." This document replaces in its entirety the Collective Bargaining Agreement between the Board and the Association for the period through June 30, 2027~~4~~. This contract shall remain in effect until June 30, 2027~~4~~.

## ARTICLE 1: RECOGNITION

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A. The Board hereby recognizes OSEA Cottage Grove Chapter 32, as the exclusive bargaining representative of classified personnel but excluding supervisory, confidential, per diem, work experience personnel, substitutes and temporary employees who do not meet the conditions in Article 1, Section B.

### **Temporary Employment (not to extend beyond the end of the current school year) Sections B - D**

B. Replacement for an absent regular employee

Short - term:

Substitute Employee: For the purpose of this Agreement, substitutes are defined as those employees who may be called in at the District's discretion to replace employees who are on an excused leave of absence.

Long - term (more than sixty (60) days):

Long - term substitute or other limited term employees: A long-term substitute shall be defined as an employee hired to fill a position of extended duration not to extend past the end of the school year. when the regular employee is on approved leave. A long-term substitute may be hired for a fixed period of time not to exceed one hundred and ninety (190) work days when the need for the position is not expected to extend beyond that time. Long- term substitutes will be paid from the current wage schedule and shall be subject to all terms and conditions of this Agreement, except that such employees shall not be covered by Article 7 - Layoff & Recall or Article 25 Discipline of this Agreement. Any extension of the length of employment for a long-term substitute beyond one hundred and ninety (190) work days shall be made by mutual agreement of Chapter 32 leadership and the District. Any position which will continue for more than one hundred and ninety (190) working days or at the end of the agreed upon extension will be posted in accordance with Article 9 - Job Posting.

C. Temporary Work

Temporary Employee: Temporary employees are those hired to do a specific or seasonal job (e.g., summer work, one-to-one Educational Assistant) with a limited duration that does not replace a bargaining member. Temporary employees who are assigned, scheduled or required to work for more than one hundred and twenty (120) work days will be considered part of the bargaining unit and will be placed on the wage schedule with full protection, benefits and responsibilities provided by the Collective Bargaining Agreement. Any extension of the length of employment for a temporary employee

beyond one hundred and twenty (120) working days shall be by mutual agreement of Chapter 32 leadership and the District. Any temporary position which will continue for more than one hundred and twenty (120) working days or at the end of the agreed upon extension will be posted in accordance with Article 9 - Job Posting.

D. Seasonal Work: Seasonal work shall be defined as work that cannot be completed due to a seasonal or temporary increase in the workload. This is work done outside of the employee's work calendar. When performed by current employees, seasonal work shall not be subject to the provisions of this Agreement except for wages.

## ARTICLE 2: ASSOCIATION RIGHTS AND RESPONSIBILITIES

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### A. Rights:

The Association shall be allowed to use a portion of the existing bulletin board in each classified work area. No material or written matter that is detrimental to any person shall be posted. The Association and its representatives shall have reasonable right of access to school buildings for meetings and the use of school equipment provided there is no interference with regular school programs. The Association shall pay for reasonable cost of all materials, labor and supplies incidental to the use thereof and for all replacement of equipment and supplies damaged or any repairs necessary as a result of an accident or obvious misuse, provided normal wear and tear is not a factor. Prior arrangements shall be made through the School Principal. In those cases when there are competing scheduling requests for District facilities, those events which are District or school-related shall have priority for access to District facilities over the Association's use except in cases where written approval for building use exists. All Association activities shall occur at times outside of employee duty hours, except that appropriate Association representatives shall be allowed release time without loss of compensation and other normal benefits when required by the District to meet with District personnel.

### B. Responsibilities:

The Association will represent all classified employees of the District within the bargaining unit equally without discrimination.

### C. Paid Work Time to Perform Certain Union Activities

The District shall allow designated Association representatives to engage in the following activities during work hours and at the District's facilities, without loss of compensation or benefits:

- a. Investigate and process grievances and other workplace-related complaints, on behalf of the exclusive representative.
- b. Attend investigatory meetings, hearings, and other due process proceedings:
- c. Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and other proceedings before the Employment Relations Board;
- d. Act as a representative of the exclusive representative for employees within the bargaining unit for purposes of collective bargaining;
- e. Attend labor-management meetings designated as Contract Maintenance Committee (CMC) meetings.

- f. Provide information regarding the collective bargaining agreement to newly hired bargaining unit employees within thirty (30) calendar days from the date of hire for a period of thirty (30) minutes, during new employee orientation or at individual/group meetings that may take place during work hours, without loss of compensation or benefits to the newly hired employee(s);
- g. Testify in a legal proceeding in which the designated Association representative has been subpoenaed as a witness.

For purposes of this Article, “designated representatives” shall include chapter executive board officers and building representatives.

Upon the election of chapter 32 executive board officers the association president shall notify the district personnel administrator in writing of the executive board officer’s names within five (5) business days of the election for the current term. By the first day of each school year the association president shall notify the district personnel administrator in writing of the name of each designated building representative.

Any changes to designated representatives shall be communicated in writing within two (2) business days of said changes.

Designated representatives shall provide their immediate supervisor with written notice of the need to perform the activities listed above at least forty-eight (48) hours prior to the time at which the activities will be performed. There may be situations in which both parties agree that the circumstances do not require advance written notice. The written notice shall indicate: (1) which of the activities listed above will be performed; (2) the date and time at which the activities will be performed; and (3) the approximate length of time the designated representative(s) will spend performing the activities.

If, after receiving notice of the need to perform the activities listed above, the District establishes undue burden on District operations that cannot be accommodated by any of the measures typically used when an employee is unexpectedly absent from work (arranging a substitute, working with fewer staff, temporarily modifying work assignments, etc.), the District and the Association shall schedule a mutually agreeable date and time at which the designated representative can perform the activities during work hours.

The mutually agreed to date and time shall be no more than seven (7) working days from the date of the request, unless both parties agree otherwise.

The District shall not reduce a designated representative's work hours to accommodate the representative's performance of the activities listed above except to prevent an employee from working unauthorized overtime hours.

The parties recognize that bargaining may occur outside of normal work hours.

D. Access to District Facilities and Equipment

Employee Orientations. At employee orientations, the District shall provide the Association with no less than thirty (30) minutes and up to one hundred twenty (120) minutes to make a presentation to all bargaining unit employees without undue interference. The Association shall also be permitted to set up a table at the orientation to meet directly with employees before, after, and during breaks at the orientation. No employee shall suffer a loss in compensation or benefits as a result of participating in or attending the Association's presentation.

When a bargaining unit employee is hired after the employee orientation or when the District does not conduct an orientation, the Association shall be permitted to meet with newly hired bargaining unit employees for up to thirty (30) minutes during work hours without loss in compensation or benefits for the newly hired employee or for designated representatives attending the meeting. Unless otherwise agreed, meetings with newly hired employees shall take place at the newly hired employee's regular work location, within thirty (30) calendar days from the date of hire.

The Association shall be permitted to meet with employees during regular work hours at their regular work location to discuss grievances, complaints, and other workplace-related matters, without loss of compensation or benefits to any employee, including any designated representative attending the meeting.

The District's electronic mail system may be used by the Association for Association-related communications including, but not limited to, communications related to:

- a. Collective bargaining;
- b. Grievance or other dispute investigations;
- c. Governance of the union.

E. Right To Receive New Hire Information

The District shall provide the Chapter President and the Association's OSEA Director of Fiscal Operations with an editable Excel spreadsheet to [classified@osea.org](mailto:classified@osea.org) containing the following information for each employee in the bargaining unit:

- a. The employee's name and date of hire;
- b. Contact information including:
  - i. cellular, home and work telephone numbers;
  - ii. personal and work electronic mail addresses; and
  - iii. home or personal mailing address.
- c. Employment information including the employee's job title, salary and worksite location. The District shall provide the information within ten (10) calendar days from the

date of hire for newly hired employees, and every one hundred twenty (120) calendar days for employees in the bargaining unit who are not newly hired.

### **ARTICLE 3: MANAGEMENT RIGHTS**

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The District retains and reserves unto itself all powers, rights and authorities, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Oregon. Such powers, 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. Determining qualifications and conditions of employment, dismissal, demotion and promotion of all employees subject only to the provisions of law and the specific provisions of this Agreement;
3. To continue preliminary studies through bid to contract or subcontract work as may be determined by the District. If the District wishes to pursue subcontracting, then it will bargain over the decision and the impact of such decision if a formal written demand to bargain is received by the District within fourteen (14) days of the Association's receipt of written notice. Bargaining under this section shall take place in accordance with ORS 243.698. Pursuant to ORS 243.716, the District's use of volunteers to provide services shall not be considered contracting out for services;
4. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations;
5. The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management or administrative positions;
6. The maintenance of discipline and control and use of the school system property and facilities;
7. The determination of safety, health and property protection measures where legal responsibility of the Board or other governmental unit is involved;
8. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement;
9. The direction and arrangement of all working forces in the system, including the right to hire, suspend, discharge, discipline or transfer employees;
10. The right to relieve employees from duty for poor or unacceptable work or for other legitimate reasons;
11. The creation, combination, modification or elimination of any position;

12. The determination of the size of the workforce, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees and the establishment of quality standards and judgment of employee performance;
13. The determination of the layout and the equipment to be used and the right to plan, direct and control school activities;
14. The right to establish and revise the school calendar, establish hours of employment, to schedule and assign workloads.

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

## ARTICLE 4: PAYROLL DEDUCTIONS

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### A. Deductions

The District agrees to deduct from the wage of its regular classified employees as requested by the employee:

- \* Regular Association dues
- \* Premiums for Board approved insurance programs
- \* Payments to District approved Tax Sheltered Annuity Program
- \* Payments to banks and credit unions
- \* Contributions to United Way of Lane County
- \* Premiums for supplemental insurance benefits

The Association will indemnify, defend and hold the District harmless against any claims made and against any suit instituted against the District on account of any payroll deductions for the Association. The Association agrees to refund to the District any amount paid to it in error.

## **ARTICLE 5: WORK STOPPAGE**

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- A. The Association and its members, as individuals or as a group, will not initiate, cause, permit, participate or join in any strike, work stoppage, slowdown or any other restriction of work during the term of this Agreement. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Association or by any other labor organization when called upon to cross such picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the District against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the District and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the District.
  
- B. In the event of a strike, work stoppage, slowdown, observance of a picket line or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately upon notification, attempt to secure an immediate and orderly return to work. The obligations set forth in Section A above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage.
  
- C. Upon notification in writing by the District that any of its members are engaged in a work stoppage, the Association shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the District with a copy of such order. In addition, if requested by the District a responsible official of the Association shall publicly order such employees to cease engaging in such a work stoppage.
  
- D. There will be no "lockout" of employees in the bargaining unit by the District as a consequence of a contractual dispute arising during the period of this Agreement.
  
- E. The provisions of this Article shall not apply during any economic reopening of this Agreement for negotiations pursuant to Article 13.

## ARTICLE 6: WORK WEEK, HOURS OF WORK

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### A. Workweek:

A full-time work schedule shall consist of forty (40) hours within the designated workweek. The typical schedule will include two (2) days off, preferably scheduled back-to-back whenever possible. The transportation department may have a minimum of one (1) scheduled day off per seven day workweek. The workweek shall begin Sunday at 12:00 a.m. and extend until Saturday at 11:59 p.m. The District shall schedule all work and the District reserves sole discretion over operational needs and requirements. To the extent consistent with the operational needs and requirements of the District, such work days shall normally be consecutive as scheduled by the District. Nothing in the Agreement shall be construed to guarantee any level of employment in terms of hours or staffing.

### B. Lunch Periods:

Each employee who works more than five (5) consecutive hours shall receive an uninterrupted lunch period of at least one-half (1/2) hour. For employees working eight (8) hours or more, such time shall be as scheduled by the employee's immediate supervisor and be as near as possible to the halfway point of the shift. Such time shall not be considered as time worked.

### C. Rest Periods:

Each employee shall receive a fifteen (15) minute break **if they work between two (2) and six (6) hours and two (2) fifteen (15) minute breaks if they work between six (6) hours and one (1) minute and ten (10) hours.** ~~during each four (4) hour period of consecutive service with the break as close as possible, in the immediate supervisor's judgment, to the two (2) hour interval.~~ **Insofar as is possible the rest break is to be taken as close as possible to the middle of each work period.** ~~the break as close as possible, in the immediate supervisor's judgment, to the two (2) hour interval.~~ Such breaks will be scheduled by the employee's immediate supervisor.

**Shift where there is more than an hour apart are considered separate shifts and each shift will be considered a stand alone shift for this article.**

### D. Overtime:

Eligible employees shall be compensated at the rate of time-and-one-half (1&1/2) for work under the following conditions, but in no event shall such compensation be received twice for the same hours. Overtime pay shall be computed to the nearest quarter-hour. Overtime worked under the following conditions must be assigned and approved in advance by the employee's immediate supervisor. The provisions of ORS

270.340 relating to pay for overtime shall not apply to employees who are engaged in the supervision of District-sponsored athletic event activities.

1. All assigned work in excess of ten (10) hours on any scheduled work day. With the prior approval of an employee, supervisors may plan work in a 4/10 work schedule.
2. All assigned work in excess of forty (40) hours in any workweek. For the purpose of computing overtime, approved paid holidays, vacation days and sick leave days shall be considered "hours worked."
3. In lieu of cash compensation for overtime work, flexible scheduling by mutual agreement and compensatory time off may be approved by the District in accordance with BOLI guidelines.
4. Overtime compensation will only be paid once for the same hours worked beyond forty (40) hours per workweek. For example, if an employee works eleven and a half (11.5) hours in one day and forty one and one-half (41.5) hours for that workweek, the employee is eligible for a total of one and one-half (1.5) hours of overtime pay at one and one-half (1.5) times their regular hourly rate.

E. Mandatory Overtime:

In the event that sufficient acceptable personnel do not accept overtime assignments on a voluntary basis, such additional personnel as are deemed necessary by the District shall be required to work overtime.

F. Inservice and Class Attendance:

Classified employees will be allowed to participate in District recognized inservice days. Employees must have District pre-authorization from their administrator or supervisor.

An employee may request attendance in classes directly relating to the job they hold for the school district. If these classes occur during work hours, employees must have district pre-authorization from their administrator or supervisor.

G. Licensing and Certifications:

The District shall pay the cost of acquiring or renewing any licenses or certificates that are required of employees by the District with the following exceptions: 1) a regular Oregon driver's license; 2) one-half of the commercial driver's license. The District may require licenses or certificates of new employees as a condition of hire.

## H. Split Shift:

When the District assigns a split shift, the employee shall be notified a week in advance and shall receive one half (1/2) of the employee's regular hourly rate for the split shift, in addition to actual hours worked. Bus drivers and employees working combined positions shall be exempt from split shift pay. If an employee does not receive one (1) weeks notice, they shall be compensated an additional one (1) hours pay at their regular pay. A split shift is defined as a two (2) or more hour difference between the ending time of one shift and the beginning time of the next shift within a given twenty-four (24) hour work day; 12:00 a.m. - 11:59 p.m.

## I. Transportation Department

If an employee is hired into transportation directly from another classified position within the District, and there is no break in the service of that employee between the former classified category and the start of training required for bus drivers, such classified employee will maintain district seniority for the purpose of layoffs and recalls. The driver seniority date will be determined by the first day worked on a permanent assignment for the transportation department. The driver seniority date is used solely for route/trip bidding.

**Regular Bus Routes:** Regular routes are defined as all morning and afternoon bus routes necessary to get students from home to school and school to home. Regular routes shall be considered "vacant" when the driver who originally bid on the route is no longer available to drive that route (provided the driver is not on approved paid leave). All newly created regular routes shall also be considered "vacant." All vacant regular routes must be posted consistent with Article 9 - Job Posting. The system for bidding on routes will be determined by the transportation supervisor. All drivers may bid on regular routes when posted. Routes shall be awarded based upon driver seniority.

**Trip Driver:** These are District recognized drivers who will be required to drive a regular route daily. Commonly, these are trips such as athletic trips, field trips, swim runs and similar extra bus transportation requested by the schools. Every effort will be made to allow Trip Drivers to choose their trips in advance by a minimum of one (1) week for trips scheduled the following week. Extra trips not covered by the District Trip Driver will then be awarded based upon driver seniority. Special education swim runs are considered regular routes and are excluded from weekly extra trip bidding.

Except when otherwise indicated for reasons of economy, efficiency and safety, it is the intent of the District to first offer extra runs on a rotational basis to those employees who have indicated in advance their desire to perform such runs. Economy is defined as: minimizing the use of overtime. Efficiency and safety are defined as: a driver's qualifications to drive specified vehicles under certain conditions, such as inclement weather.

Base Hours Calculation for Drivers and Aides: New drivers and aides will be assigned base hours at hire based on assigned route. Hours worked, excluding bus wash and office work, shall be used to calculate the benefit base for insurance rates and leave awards. The formula is: total hours worked, excluding bus wash and office work, divided by possible work days defined by the 10-month calendar for their position. The period of calculation will be the first working day of the 10-month calendar in September through December 15th and will be effective beginning in the January payroll. This calculation will stay in effect until the following January payroll.

Recalculation will occur if there is a promotion to 7.25 or higher of significant change that constitutes a 2-hour increase or decrease due to rebid (vacancy, new route, bid day in August).

J. Delayed Start, School Cancellation and District Closure:

Delayed Start: All employees shall report to work as close to their assigned time as they can safely arrive. Employees shall be compensated as though they had worked their regular schedule for the hours of the delayed start. Employees may be required to make up the work hours missed. If makeup time is required, it will be arranged with the employee's direct supervisor/administrator.

When school is canceled, the District is closed or a delayed start to the school day is announced due to inclement weather or other circumstances beyond the District's control, the District shall attempt to notify employees by phone, radio, District website, texting or television announcement. Under emergency closure circumstances, the District's expectations are:

Emergency Crew: When schools are closed for the day due to weather or other circumstances beyond the District's control, only an emergency crew is to report to work. Members of the emergency crew are staff members designated by their administrator/supervisor. Emergency staff will report to work as close to their assigned time as they can safely arrive.

10 month classified employees who were not required to report to work on a school cancellation, or district closure, will be paid their base hours. These employees will be required to make up the missed day(s), if the board requires students to make up days lost, due to school cancellation, or district closure without additional pay.

K. Legacy Classified Professional Development

Previous funds accrued from inclement weather closure language shall be used accordingly until funds have been depleted.

1. Any classified employee may request reimbursement of tuition and materials, book expenses, registration and attendance fee and will submit in writing to the chapter executive board a request for reimbursement subject to executive board approval. The executive board may choose to use funds for training on in-service days. The district shall supply a monthly balance sheet of the available funds.
2. Approval of requests will be contingent upon the availability of funds in the specified Classified Professional Development Fund.
3. Professional development activities must be directly related to enhancement of employee skills associated with their current job assignment or potential future advancement.
4. If an employee receives approval for training expenses but not for substitute costs, they may opt to use a personal day in order to attend the approved training.
5. Upon approval by the chapter executive board the employee will submit a request to their immediate supervisor.
6. Each employee is eligible for this benefit once per school year unless approved by the chapter executive board.

L. Educational Assistants Preparation Time:

Educational Assistants who provide instructional support and who find they don't have adequate preparation time for their assignment will request more preparation time from the teacher to whom they are assigned to work. If they aren't able to come to a mutual agreement on schedule and length of preparation time, the Educational Assistant may discuss the issue with the appropriate administrator, who will make the final decision.

M. Maintenance Stand By Pay:

Those workers who are issued the "on-call" maintenance phone for the week on standby shall receive a stipend of one hundred fifty dollars (\$150) per week.

## **ARTICLE 7: LAYOFF AND RECALL**

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**A. Layoff:**

If the District determines the need for a layoff is necessary, notice of not less than two (2) weeks shall be provided to employees to be laid off. In conducting a lay off under this Article, the District will first determine the program(s) or area(s) scheduled for reduction or elimination. While the District reserves the right to determine the positions to be eliminated, the employees to be laid off shall be determined on the basis of District-wide seniority since the last date of hiring. Specifically, the least senior employee or employees within the classification(s) group(s) (see job titles found in wage schedule) subject to the reduction or elimination shall be laid off. Any employee subject to layoff by operation of the above who was previously employed in another classification shall have the right upon demand to displace or "bump" the least senior employee in that classification if they provide written notice of their desire to do so within three (3) days of receipt of the layoff notice.

Laid off employees shall not receive benefits or accrue seniority for the period of the layoff. Laid off employees may be eligible to apply for insurance based on The Consolidated Omnibus Budget Reconciliation Act (COBRA) at their own expense. If the District issues a layoff notice due to reduction in force in June the District will continue to pay insurance contributions through August 31st.

The Association and the District agree that, should it be necessary to reduce hours in the District, the District will first attempt to make cuts in positions. Cutting of employee(s) hours to accommodate a reduction in force shall occur after full-hour positions are considered.

Example: The District needs to reduce eighty (80) person hours in the educational assistant classification. The District will reduce as many positions as possible. The District eliminates eleven (11) seven-hours-per-day educational assistants; this equals seventy-seven (77) person hours of reduction. If no other full-hour positions existed, then the District would reduce the next-least-senior educational assistant by three (3) hours.

**B. Recall:**

When position openings occur, employees shall return to the classification formerly held in the inverse order in which they were laid off or reassigned. Any laid-off employee who cannot be contacted at the time of recall or who fails to accept a position offered, provided it is at least equal in pay to the job the employee held at the time of layoff, or who is unavailable to report for work within the specified time shall forfeit all recall and re-employment rights.

An employee who is laid off will remain on the layoff list and be eligible for recall for twenty-seven (27) months.

The District shall notify laid-off employees of a position opening by certified mail, return receipt requested, at their address of record as maintained in the Personnel office. Laid-off employees shall have seven (7) calendar days from the date of receipt of such notification in which to indicate their acceptance or rejection of the position and an additional fourteen (14) days therefrom in which to begin active employment. If the postal service returns the notice of position opening marked "undelivered", the laid-off employee shall also have forfeited all further re-employment rights.

The foregoing shall not prevent the laid-off employee from commencing active employment in less than the number of days specified above, when such is desired by both the District and the individual. Employees who wish to waive reemployment rights may do so by written notification to the District.

Upon return from layoff: Employees returning from layoff shall be placed at the subsequent wage step and have all previously accrued and unused sick leave and seniority reinstated. All benefits will be reinstated based on current contract language.

#### C.

##### Interpretation and Intent:

1. The District and the Association jointly agree that employees who have suffered a layoff will receive first preference for available substitute work in the employee's classification. The District will make a good faith effort to offer this substitute work to laid off employees in seniority order by classification. Such substitute work for pay purposes is not covered by the terms of this Agreement. Consistent with Oregon Employment Department guidelines, the District will report all substitute work refusals directly to the Employment Department on a weekly basis.
2. If an employee refuses an offer of a position similar to the individual's past assignment and pay level, that employee shall forfeit their recall rights in the District.
4. A classified employee shall have at least one (1) chance to regain their original hours through the recall process. Consistent with Section B above, laid off employees will be notified of vacancies, in order of seniority in their classification. A classified employee shall have one (1) right to refuse a position offered within their classification if such a position is at a lower rate of pay or hours.

Jobs will be first posted internally for forty-eight (48) hours within the affected job classification. This will allow existing employees of that classification to exercise their right to move to another location or increase their hours of work.

Then the remaining position will be offered to the senior employees on the recall list as outlined in Section 5 below.

**EXAMPLE:**

An employee was working six (6) hours per day when they were laid off. The employee is recalled to a position of five (5) hours per day. After the employee is recalled another position opens in the same classification for eight (8) hours per day. This employee, and other existing employees in that classification, would have the right to request the eight (8) hour job before it was offered to the next employee on the recall list. After placement, the remaining job would be offered to the next employee on the recall list in the appropriate classification.

5. To help expedite the recall process, notification will be given simultaneously to the three (3) senior employees eligible to return to work. The employees who are second and third on the recall list must be prepared to return to the position offered in the recall notice or utilize their rights as described in Section 4 above.
6. Employees with a common seniority date shall have layoff seniority established by a drawing of lots to establish their recall placement. Drawing lots for recall shall occur prior to the implementation of the layoff. Drawing of lots shall be performed on behalf of the affected employees by the Chapter 32 President or their designee(s).

## **ARTICLE 8: PERSONNEL RECORDS**

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- A. No materials or documents, except those of a clerical nature (compensation updates, certification information, seasonal break in service notices, etc.) or those submitted by the employee themselves, shall be placed in their personnel file unless the employee has had an opportunity to review the material and receive a copy thereof. The employee shall acknowledge that they have had the opportunity to review such material by affixing their signature on the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. If an employee refuses to sign the document, a third party may be selected by the District to sign the document confirming that the employee was shown the document. The employee shall also have the right to submit an answer, explanation or rebuttal to such material and their answer shall be reviewed by the Superintendent or their designee and attached to the file copy.
  
- B. When a formal reprimand has been placed in the employee's file and they have subsequently been employed for four (4) consecutive years without further reprimand or other disciplinary action, they have the right to request from the Superintendent that the reprimand and related disciplinary documentation be removed from their District personnel file. The decision of the Superintendent shall be final and binding on the parties regarding such requests and not subject to appeal through either the administrative or arbitration processes.
  
- C. Employees may have access to review their personnel file during regular District office hours. The employee's review of their personnel file must be supervised by a District Office employee and the review must occur in the District Personnel Office. Employees may request copies of materials and documents from their District personnel files.
  
- D. The District shall protect the confidentiality of personal references, academic credentials and other similar documents.

## **ARTICLE 9: JOB POSTINGS/VACANCY/PROMOTION/INVOLUNTARY TRANSFER**

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- A. **Job Posting:** The District shall provide electronic notification to the Association of all job openings (including temporary positions) within the bargaining unit. Such opening notices shall include the job descriptions, qualifications required and wage range for the positions.

Notice of job openings will be electronically posted not less than seven (7) calendar days prior to the closing date for applications, as specified in the vacancy announcement. The Association president may print copies and post them on bulletin boards if desired.

~~New Hire: South Lane will not place newly hired employees above wage step 4 on the wage schedule without OSEA approval.~~

The District may add additional hours to the time of existing employees without posting those hours as an open position. No posting is required adding up to two (2) hours a day or ten (10) hours a week to a present employee's position. The District will consider adding hours to qualified current employees when additional hours are needed. The administrator/supervisor will assign additional hours according to the needs of the students and the building. An already existing transportation route may be expanded for up to two (2) hours by administration. However, if a new, separate route is required for up to two (2) hours, such a route will be assigned as specified in Article 6, Section I. The president(s) of the Association will be notified of assigned additional hours by email.

- B. **Vacancy:** The District shall determine whether or not a vacant position is to be filled by a District employee (from within) or to be open for applicants from both within and outside the District. However, the District recognizes that the presence of promotional opportunities does have a substantial favorable impact upon employee morale and the retention of its most qualified employees. Accordingly, the District intends to offer promotional opportunities to those employees within the District who are qualified whenever possible. Every qualified unit member will be granted an interview, with the preference given to the unit member when all other considerations are equal.

**Seasonal Work:** When two (2) or more applicants are determined to be equally qualified for a summer work assignment, the most senior bargaining unit employee will be offered the position first.

The District shall include as a part of its employment procedure a notification to the Association president. This notification shall include the following information for each new employee: name, work location, classification, and wage schedule placement, and job status (temporary or permanent).

- C. **Promotion** shall be defined as a change in the employment classification of an employee with a lower compensation scale (hourly wage rates) to a classification with a higher compensation scale (hourly wage rates) regardless of the classification group. Scale refers to all the hourly wage steps within each respective classification range. “Promotion” shall also be defined as a change in employment classification of an employee from one classification to a different classification with an equivalent (identical) compensation scale regardless of the classification group.

Placement of a current employee on the wage schedule when promoted, as defined below, shall normally be at a step which provides an increase of **three percent (3%)** ~~for columns two through~~ ten in the hourly wage above that which is being earned by said employee prior to the promotion.

- D. **Involuntary transfers** shall be defined as an involuntary change in an employee’s assignment initiated by an employee’s supervisor or administrator. Classified employees who are involuntarily transferred from one classification to another classification with a different wage scale shall be placed on the wage step of the new classification which most closely corresponds to their former wage step. The appropriate wage step placement shall be based upon either a comparison of the respective classifications’ hourly wage rates or the involuntarily transferred employee’s district-wide seniority (eligibility for longevity).

Whenever possible, an involuntarily transferred employee shall be placed on a wage step in their new classification that is closest to, but not lower than, their previous classification rate.

## ARTICLE 10: RECLASSIFICATION

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A. Reclassification Request:

Any employee or a representative of the District who believes the assigned duties and responsibilities of a job have changed sufficiently so as to justify reclassification may submit a letter of request for job reclassification to the Classified Structure Committee in care of the District personnel office. Such letters shall detail the specific changes that have occurred which they believe warrants the granting of the reclassification request. If the reclassification request is approved, it shall become effective on the date the request was submitted.

B. Classified Structure Committee:

Upon receipt of a reclassification request, the District's personnel officer shall contact the Association president and each shall appoint two (2) representatives to a committee to be known as the Classified Structure Committee. The Classified Structure Committee shall be constituted for the purpose of reviewing reclassification requests made by individual employees of the District.

C. The Committee Consideration:

The Classified Structure Committee shall meet and review reclassification requests within one (1) month of their receipt. The Committee shall provide written findings and a recommendation as to the disposition of the reclassification request within sixty (60) days of its receipt.

D. District and Association Review:

The Committee shall issue its findings and recommendations to the employee and the District Superintendent. The District Superintendent will transmit the committee's recommendation to the Board of Education, along with their personal recommendation, which may be to accept, accept with modification or reject the committee's proposal. The Board will consider all requests for a reclassification at a regular meeting within one (1) month from the date the findings and recommendations were delivered to the District Superintendent. **If approved and the new position is new to the district, the Union may send a demand to bargain within fourteen (14) days and the District will enter into negotiations for the position's rate of pay in accordance with ORS 243.698.** The decision of the Board of Education regarding any reclassification recommendation shall be final.

## **ARTICLE 11: NEW CLASSIFICATION**

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In the event the District creates a new job classification (non-certificated only) which it believes to be outside the scope of the bargaining unit, it shall notify the Association and upon request provide the Association with a description of the job duties of the position. If the Association believes the position should properly be included within the bargaining unit, it may petition the Employment Relations Board for a unit clarification hearing to resolve the matter.

If the District creates a new job classification or modifies existing job classifications (beyond a de minimis modification of mandatory subjects of bargaining) that it believes to be within the bargaining unit, or in the event a position is found to properly be within the bargaining unit as provided for above, it shall notify the Association of the new position before a wage rate and other conditions of employment have been finalized. Such notice shall specify a proposed wage rate and also detail any other provisions of the Agreement which will not apply and/or be modified with respect to that position.

Upon receipt of such notification, the Association shall have fourteen (14) days in which to notify the District of its desire to enter into negotiations, pursuant to ORS 243.698, over the proper wage rate and such other conditions as it may specifically cite. Upon receipt of such notice, the District may, at its option, delay implementation of the new classification pending conclusion of such negotiations or implement the new classification and provide a retroactive adjustment to the date of implementation upon conclusion of negotiations.

## **ARTICLE 12: ACTING-IN-CAPACITY-PAY**

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An employee temporarily assigned to perform the duties of a higher paid classification for a full shift for five (5) or more work days within a period of thirty (30) calendar days shall receive the lowest rate of pay for the job to which they are assigned that is at least four percent (4%) more than their regular rate of pay not, however, to exceed the maximum rate of the classification to which they are assigned. Effective on the fifth day worked, compensation shall be retroactive to the first day out of class. Such assignment shall be made in writing and the acting-in-capacity-pay shall only apply if the employee is assigned to perform substantially all of the duties of the employee they are to replace.

## ARTICLE 13: WAGE

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A. Wage Schedule:

2024-27: The Classified wage Schedule shall be increased each year as follows:

- 2024-2025 4.0% increase for all steps one (1) through ten (10)
- 2025-2026 4.0% increase for all steps one (1) through ten (10)
- 2026-2027 3.5% increase for all steps one (1) through ten (10)

B. Longevity Pay:

The District acknowledges the vital contributions of highly experienced employees. Therefore, all classified employees who fall into the longevity categories below will receive an additional stipend on the following schedule:

Employees at the 15th year in South Lane shall receive a four-hundred (\$400) dollar stipend.

Employees at the 20th year in South Lane shall receive a six-hundred and fifty (\$650) dollar stipend.

Employees at the 25th year in South Lane shall receive a nine-hundred (\$900) dollar stipend.

Employees at the 30th year in South Lane shall receive a one thousand-one hundred fifty (\$1150) dollar stipend.

Longevity pay stipends shall be paid to employees after completing the respective anniversary based upon their original hire date. Longevity stipends will be paid in the month immediately following the anniversary.

C. PERS Pickup:

The District shall withhold the employee's portion of the PERS contribution per ORS 238.200.

D. OSEA Life Insurance:

The District will deduct monthly from the wage of its regular classified employees for voluntary contributions to pay for group life insurance premiums. The premium deduction shall be based upon an annual written authorization received by the District from the employee.

E. Annual Step Advancement:

In each year of this Agreement, there will be a step advancement for those eligible, effective July 1 of each year covered by this Agreement. To be eligible for the step

increase each year, the employee must have completed their probationary service period before July 1 of each respective year covered by this Agreement.

Those classified employees employed with the District at step 6 in their classification or classification group for four (4) years, shall be eligible for the longevity step 7.

F. Fingerprinting and Criminal History Background Checks:

The District shall pay the cost for any required fingerprinting criminal history background checks for current employees and those on the RIF list. Any current employee or employee on the RIF list who is terminated because of the results of a required criminal history and fingerprint background check must reimburse the District for the costs of the procedure. All new classified employees shall self-pay any criminal history and fingerprint background check charges upon their first election to a classified position with the District.

G. Method of Payment:

All ten (10) month employees shall be paid in ten (10) installments beginning with the September payroll and ending with the June payroll unless they notify the district in writing by July 15 for the following school year. All eleven (11) month employees shall be paid in eleven (11) installments beginning with the August payroll and ending with the June payroll unless they notify the district in writing by July 15 for the following school year. With written notification to the district, ten (10) and eleven (11) month employees may choose to be paid in twelve (12) installments beginning with the August payroll for eleven (11) month employees and the September payroll for ten (10) month employees and ending with a balance of contract to be paid in the June payroll for both ten (10) and eleven (11) month employees.

1. Payments will be made no later than the 25<sup>th</sup> of each month.
2. The three, separately figured, balance of contract payments shall be made in one check or deposit no later than the 25<sup>th</sup> of June.
3. All installments will be paid by direct deposit unless the District is notified otherwise. Check delivery for those not participating in direct deposit shall be by U. S. mail.

The District will offer a separate payment option to ten (10) and eleven (11) month Transportation employees who wish to receive an additional balance of contract payment as well as a regular June payroll check on the District's payroll date in June.

H. Bilingual pay differential

1. The district will pay an additional fifty cents (\$0.50) per hour for bargaining unit members who are:
  - a. Not currently employed in an:
    - i. interpreter position
    - ii. English Language Learning programs as a specialized Educational Assistant
  - b. Who are assigned to use their bilingual skills regularly as determined by the district
  - c. Meet the eligibility requirements:
    - i. For Spanish:
      1. Pass an intermediate level oral and written test by a non-bargaining unit source to be determined by the District.
    - ii. Other languages:

As determined by the District.

2. The District shall have sole discretion for developing the criteria, testing materials, and determining the ratings, schedules, and timelines for testing of existing and newly hired bargaining unit members.

3. Bargaining unit members who receive the wage differential will be expected to provide verbal translation/interpretation services at work sites and times as requested by the District; this may include transfers/reassignments to building sites requiring the services.

## ARTICLE 14: INSURANCE

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A. Full-Time Employees:

For the period July 1, 2024, through June 30, 2027, the contribution of a full-time employee who works seven and one quarter to eight (7.25-8.0) hours/day for medical/dental/vision coverage shall be as follows:

~~2024-2027~~:

- MODA Medical Plan 2 equivalent – 14% of the premium
- MODA Medical Plan 3 equivalent – 10% of the premium
- MODA Medical Plan 4 equivalent – 6% of the premium
- MODA Medical Plan 6 equivalent – 0% of the premium, and one thousand-two hundred and fifty (\$1,250) dollars annually placed into a Health Savings Account (HSA) by the District to be deposited no later than October 1st.
  
- Kaiser Permanente Plan 1 - 14%
- Kaiser Permanente Plan 2A - 14%
- Kaiser Permanente Plan 2B - 10%
- Kaiser Permanente Plan 3 - 0% and one thousand-two hundred and fifty (\$1,250) dollars will be placed into a Health Savings Account (HSA) by the District, no later than October 1.

Employees who could potentially be double covered by group health insurance may opt out of medical insurance coverage or medical, dental, and vision coverage. Employees opting out of insurance coverage shall receive a district contribution to a HRA-VEBA Health Reimbursement Arrangement and will be determined depending on insurance rates. Part-time employees who work thirty (30) or more hours per week are eligible for this benefit and shall receive prorated contributions based on hours.

~~2024-2027~~

Medical Opt Out	HRA Contribution	\$7,200
Medical, Dental and Vision Opt Out	HRA Contribution	\$8,000

In addition to the above, the District shall continue to provide and pay for the existing or substantially equivalent long term disability plan. In order to be eligible for long-term disability coverage, a classified employee must work an average of twenty (20) hours or more per week.

PERS Note: PERS may provide options for a death benefit and long term disability coverage based upon the employee's tier level.

B. Part-Time Employees:

All employees who are regularly scheduled to work ~~fifteen~~ ~~hours~~ (15) hours or more per week but less than thirty-~~six~~ ~~seven~~ and a ~~quarter~~ ~~half~~ (~~36.25~~ ~~37.5~~) hours per week shall receive a prorated. District contribution ~~prorated based on contract hours,~~ towards the cost of the medical, dental, pharmaceutical and vision insurance packages per the insurance carrier's contract with the District.

C. Transportation:

Notwithstanding the foregoing, the District shall use all hours worked excluding bus wash and office work as the basis for determining, pursuant to the above, the District's contribution towards the cost of insurance for transportation employees, including regular routes, extra trips, swim runs and substitute bus driving assignments. The base hours calculation is: total hours divided by possible work days defined by the 10-month calendar for their position. The calculation will be made one (1) time per year to establish base hours for insurance contributions.

During the summer vacation period, the District shall continue to pay the amount established by the provision of the above paragraph.

D. Summer Insurance Contribution for less-than-twelve (12) Month Employees:

Employees who work their entire scheduled work year (ten (10) to eleven (11) months, as applicable) shall be eligible to receive the District contribution towards the cost of ~~insurance~~ through the summer vacation period. Any employee who resigns prior to the beginning of their scheduled summer vacation period shall continue to receive the District contribution for insurance through the end of the month in which the resignation is effective.

E. In the case of dissolution of OEBC an Insurance Committee will be established with representation from all District employee groups. The Insurance Committee shall be composed of three (3) certified staff, three (3) classified staff, one (1) non-certified, non-represented staff and two (2) administrative staff.

## ARTICLE 15: HOLIDAYS

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A. General:

1. Holiday pay at the employee's regular rate of pay shall be allowed for employees who are actively employed at the time of the holiday.
2. When a designated holiday falls on Sunday, the following Monday shall be observed as the holiday. When the holiday falls on Saturday, the preceding Friday shall be observed.
3. To be eligible for holiday pay, an employee must be in paid status and scheduled to work the **work** day before and the **work** day after in their regularly assigned position/work calendar. Work performed by 10 and 11 month employees outside of their regularly assigned calendar shall not be eligible for holiday pay.

B. The following are designated as holidays based upon the classified position and their assigned work calendar:

New Year's Day	Christmas
Veterans' Day	Thanksgiving
Independence Day	Presidents' Day (to be observed on the Friday following Thanksgiving)
Memorial Day	Labor Day
Martin Luther King Day	
<b>Juneteenth</b>	

## ARTICLE 16: VACATION

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A. Eligibility:

All regular twelve (12) month employees shall be entitled to paid vacation. Twelve (12) month employees assigned to a less than full time work schedule shall receive vacation time on a prorated basis in accordance with the ratio of their assigned schedule to a full time schedule.

B. Accrual:

Vacation shall be accrued for all regular twelve (12) month employees in accordance with the following:

Years of Completed Service	Rate Monthly Vacation	Approx. Annual Vacation
Less than three (3)	0.42	1 week
Three (3) through seven (7)	0.83	2 weeks
Eight (8) through twelve (12)	1.25	3 weeks
Thirteen (13) or more	1.67	4 weeks

C. Utilization:

The District's intent is to create conditions so that employees are able to use most of their awarded vacation time within the year in which it is awarded. Vacation time is awarded for the new school year on July 1. In addition to the time awarded on July 1<sup>st</sup>, employees may carry over no more than ten (10) days (eighty (80) hours) of accrued vacation time from one year to the next. If an employee is part-time for twelve (12) months, they may carry over the prorated amount based on hours for ten (10) days. On July 1, an employee will be able to transfer up to ten (10) days of accrued carry-over time in addition to their unused vacation time for the current school year. The total vacation available for use by an employee equals the new vacation awarded each year plus no more than ten (10) days of accrued vacation time.

Employees will schedule their vacations with their immediate supervisor or administrator. Vacations shall not be scheduled in the two (2) weeks immediately prior to or immediately following the opening of school in the fall except by the prior written approval of the District personnel administrator. Unused portions of vacation periods shall not be carried beyond September 1 of the year following the year in which the vacation was earned except under special arrangements with the employee's supervisor and the District's personnel administrator. The general guideline is that twelve (12) month employees may carry no more than ten (10) days of accrued vacation leave into the following year.

Vacation leave shall not accrue during a leave of absence without pay.

When a paid holiday for which the employee is eligible falls during an employee's vacation, that day shall not count as a vacation day. If an employee becomes ill during a paid vacation, they may exchange paid sick leave for accrued vacation leave.

Regular, non-probationary employees who are terminated by the District or an employee who has given the District notice of their intention to terminate their employment at least two (2) weeks before the termination date shall be paid for any unused vacation pay.

D. Red Circled Longevity Pay and Cash (Vacation):

Employees who received vacation pay at the end of the 1989-90 school year and who are ineligible to receive vacation pay pursuant to the above provisions of this Article shall receive in each year the same amount expressed in dollars as the amount of vacation pay received in 1990. However, any employee whose regularly scheduled work hours have been increased or decreased since the end of the 1989-90 year shall have in-lieu-of-vacation pay increased or decreased, as appropriate, in proportion to the change in regularly scheduled work hours.

## **ARTICLE 17: EARLY RETIREMENT**

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- A. For the purpose of providing an incentive for early retirement, the District shall provide the following benefits to employees who qualify:
  - 1. A single stipend of nine-hundred and twenty-five (\$925) dollars.
  - 2. Those employees receiving red-circled longevity pay, as per Article 16.D. shall receive an additional amount equal to the red-circled longevity pay.
  
- B. To receive an early retirement benefit, the employee must meet the following qualifications:
  - 1. Ten (10) years of District seniority.
  - 2. Eligible for and elects to receive PERS benefits.
    - a. Of an age not greater than sixty-two (62). Effective July 1, 1997, no new employees hired after that date shall be eligible for the Early Retirement benefits under this Agreement.
  
- C. Employees who retire, but who wish to return to work for the District, will be required to apply for employment as a new applicant to the District, and if rehired will be placed on the wage schedule consistent with Article 9, Section A.

Rehired retiree employees are members of the bargaining unit represented by the Cottage Grove Chapter 32 and are covered under the collective bargaining agreement.

The District will not be responsible for monitoring work hours to ensure the retired and rehired employee does not exceed the maximum number of hours set by PERS for a retired public employee to work. .

## **ARTICLE 18: ILLNESS LEAVES & PAID LEAVE**

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Sick leave pursuant to ORS 332.507 shall be defined as being the absence from duty because of an employee's personal illness or injury, or as indicated below:

A. Sick Leave:

Each employee shall accrue ten (10) days of sick leave at full pay for each school year or one (1) day per month employed, whichever is greater. Accrued sick leave may accumulate without limitation. If employment with the District is terminated before the end of the school year, the above specified ten (10) days for purposes of retirement credit and determining final pay shall be credited to the employee on the basis of one (1) day for each full month actually worked. Employees who are assigned less than a full time schedule will accrue sick leave prorated according to their regularly assigned schedule.

B. Physician Notice:

In absences in excess of three (3) days, the District may require a certificate from the employee's attending physician that illness or injury prevented the employee from working.

C. Family Illness:

Provided that the classified employee has an accrued sick leave balance from which to draw paid leave time, a reasonable number of days sick leave, as approved by the Superintendent or their designee, to a maximum of ten (10) days per year (non-cumulative), will be granted to cover absences due to an illness or death in the immediate family of the employee or to enable the employee to be with the members of the immediate family when an emergency occurs due to illness, accident or death. The term "immediate family" shall be defined as spouse, domestic partner, son, daughter, mother, father, sister, brother, grandparent or grandchild; or, on the marriage side, son-in-law, daughter-in-law, father-in-law, mother-in-law, sister-in-law or brother-in-law.

In case of family illness, the employee is expected to make arrangements for the care of the family member and return to work as soon as possible. In the event emergency conditions arise, an extension of this family illness leave may be granted by the Superintendent. When approved and taken, such leaves shall count toward the District's obligation to provide leave under the Federal Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA) and shall not be in addition to the state and federal mandated family leave provisions. Under state and federal law, up to twelve (12) weeks of leave without pay may be granted for the purpose of family medical leave.

D. Leave Without Pay Due to Illness:

Any employee who, because of illness or injury, cannot perform their duties, must direct a request in writing to the District School Board through the Superintendent at the exhaustion of their sick leave to be placed on a leave without pay. Sick leave should not be utilized for injury or occupational illness resulting from outside employment.

E. Leave Without Pay:

An unpaid leave of absence may be requested and will be considered by the District. The District shall develop guidelines that it may utilize in considering such requests and shall make those guidelines known to employees.

F. Personal Days:

At the commencement of each school year, classified employees shall be credited with three (3) personal days (separate from sick leave) to be used in full or half day increments. Beginning with the 2006-07 school year, at the conclusion of the school year each employee shall be paid one hundred (\$100) dollars for each day or fifty (\$50) dollars for each half day of personal leave credited but not taken. For less than full time employees their personal leave pay will be prorated based on their hours.

Example: For a six (6) hour employee who has three (3) full days credited to their account at the end of a school year will receive  $.75 \times \$100 \times 3 \text{ days} = \$225.00$ .

Each employee may deem the appropriate reason for personal leave and no reason need be given subject to the following:

1. No leave shall be granted unless a substitute (if determined needed) is available except in case of emergency.
2. The employee shall give two (2) days advance notice when leave is desired unless circumstances beyond their control prevent such advance notice. The District shall have the right to deny any leave that is requested less than two (2) days in advance, unless the leave could not reasonably have been requested earlier.

If a member requests personal leave to extend vacation days, breaks, holidays, or the first/last student contact day, they will be required to give a reason for this request and such request must be approved by the supervisor and may not be granted.

**G. Bereavement:**

1. Up to five days paid bereavement leave for the death in the immediate family are available for use within two (2) weeks of death as deemed necessary by the employee. The term “immediate family” shall be defined as spouse, domestic partner, son, daughter, mother, father, sister, brother, grandparent or grandchild; or, on the marriage side, son-in-law, daughter-in-law, father-in-law, mother-in-law, sister-in-law or brother-in-law. The only exception granted to the two weeks above will be for attending services scheduled more than two weeks after death. This leave will not be deducted from any employee accrued sick leave or personal leave. Unused bereavement leave will not accumulate year-to-year. Additional bereavement leave shall be available in accordance with the OFLA.

2. Sick or personal leave in addition to the five (5) days granted in 1 above can be used to tend to family business matters which require the employee’s presence (e.g. settlement of the estate, legal proceedings, etc.) due to a death in the immediate family.

**H.G. Perfect Attendance:**

Each year of this agreement, any bargaining unit member with perfect attendance (i.e. no use of accrued sick leave, including sick leave for the purpose of bereavement or family leave illness) will be eligible for the following incentives:

1. One eligible bargaining unit member will receive a Perfect Attendance Stipend in the amount of two thousand-five hundred (\$2,500) dollars to be paid in one lump sum in the month of June. The bargaining unit member will be selected by random drawing in June.
2. All other eligible bargaining unit members will receive fifty (\$50) dollars to be paid in June.

## ARTICLE 19: FAMILY/MEDICAL LEAVE

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- A. Under the Oregon Family Leave Act (OFLA) (ORS 659.476) and the Federal Family Leave Act (FMLA), the Superintendent or their designee may grant up to twelve (12) weeks of leave without pay to eligible classified employees. The request for such leave must be made in writing to District personnel. The District will grant qualifying employees leave in accordance with the OFLA and the FMLA. The cumulative total of twelve (12) weeks of family leave shall be calculated concurrently under the respective state and federal laws and include both paid (sick leave) as well as unpaid leave from the initial date of absence from covered employment.
- B. **Under PAID LEAVE OREGON ORS 243.650**  
The Paid Leave Oregon (PLO) program will apply to all members of the bargaining unit, subject to the following:
1. Throughout an employee's PLO leave the employee will be permitted to utilize any available paid leave accruals to make up the difference between the amount provided by PLO and the employee's normal workweek, based on assigned FTE. If the employee does not have available paid leave accruals, the District will allow the employee to utilize unpaid personal leave for the portion of each day not covered by PLO.
  2. Employees on PLO leave will continue to accrue seniority and benefits, including health and pension benefits, on the same terms and conditions as if they were actively performing their job duties.
  3. The District will ensure that the employee's PERS record remains in an active status while employee utilizes PLO.
  4. Employees requesting PLO time off will provide written notice, including an explanation for the reason the leave is requested, at least thirty (30) days before starting a period of family leave, medical leave, or safe leave. If the leave is not foreseeable (e.g., an unexpected serious health condition, premature birth of a child, unexpected adoption), the employee will be required to give notice within twenty-four (24) hours of the commencement of the leave. Failure to provide the proper notice may delay PLO benefits to the employee.
  5. Concurrent Use of the District-Provided Paid Leave and Paid Leave Oregon. The district allows employees to use employer-provided paid leave in addition to receiving PLO benefits to replace an employee's wages up to 100 percent of the eligible employee's average weekly wage.

## **ARTICLE 20: ASSOCIATION LEAVES**

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An aggregate total of eight (8) days per fiscal year of unpaid leave shall be allowed for representatives of the Association to attend state and national affiliated Association conferences and conventions. Such leaves must be approved in advance by the personnel administrator.

## ARTICLE 21: COURT APPEARANCE AND JURY DUTY

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Upon the recommendation of the personnel administrator and the approval of the Superintendent, any classified personnel shall be granted a leave of absence with pay for:

A. Jury Service:

~~Service upon a jury, provided that the wage paid to such employee for the period of absence shall be reduced by the amount of money paid to them for jury service. Employees shall be required to report for work if their jury duty ends on any day more than two (2) hours prior to the end of their work shift.~~

Employees shall not lose pay for Jury Service. Employees will not collect pay for Jury Service but may collect mileage payment from the court.

B. Court Appearance as a Witness:

Appearances before a court, legislative committee or other judicial body as a witness in response to a subpoena or other directive by proper authority provided that the wage paid to such employee shall be reduced by the amount equal to that received by the employee as a witness.

C. Court Appearance as Defendant, District Related:

Employees who are named as defendants in a legal proceedings as a result of their District assignment.

D. Exceptions not requiring prior approval:

1. Jury duty and court appearances taken as leave without pay.
2. Appearance as a litigant or witness in any matter against the District taken as leave without pay.

## **ARTICLE 22: TRAVEL EXPENSES**

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A. Drivers who, with prior approval, drive their own cars to pick up a bus parked at the end of the bus run will be reimbursed at the established District rate per mile. Drivers will be expected to pool transportation and mileage will be paid for one (1) car.

B. When employees are asked to travel on behalf of the District using their private vehicle they shall be reimbursed as follows:

1. Mileage:

Mileage will be paid at the established District rate per mile traveled if staff members share rides at five (5) persons (or the maximum number, if less) to a car when that many people are going to the same destination.

2. Food Expenses:

Actual food expenses subject to reimbursement limits set equally for all District employees by Board Policy will be reimbursed to classified employees for approved trips on business for the District upon presentation of receipts for these expenses.

3. Registration:

Conference enrollment fee reimbursed. Meals or entertainment, if included, should be deducted from expense voucher.

4. Lodging:

Actual necessary expense (receipt required for reimbursement)

5. Liability Insurance:

The Board shall provide excess coverage liability insurance protection for employees when their personal vehicles are used as provided in this Section. Use of personal vehicles for travel on behalf of the District shall adhere to established District Policies. Employees shall not be required to transport students in personal vehicles under the terms of this Agreement.

C. Items other than the above are not reimbursed. An accurate accounting for expenses is expected and receipts must accompany the expense voucher.

D. Travel Stipend Outlying Schools:

Classified employees assigned to the following outlying schools and whose residence is greater than five (5) miles from the school shall receive an additional reimbursement payment in June in recognition of extra mileage and travel time such assignment may require:

- Dorena and London: seven-hundred and fifty (\$750) dollars a year.
- Part-time employees assigned exclusively to only one of the above designated outlying schools shall receive a prorated payment based upon the number of days worked at the outlying school.

E. Temporary Assignment to Outlying Schools:

Employees may from time to time be involuntarily assigned on a temporary basis to an "outlying school." "Outlying schools" are defined as being Dorena and London. When such assignment occurs, the following shall apply:

1. Hours and Pay:

The employee shall experience no reduction in rate of pay or number of hours of work for the period of the assignment.

2. Mileage Reimbursement:

Mileage reimbursement shall be made based upon whichever of the following is less:

- a. The difference between the employee's regular home-to-work-and-back mileage and the temporary assignment home-to-work-and-back mileage;  
or
- b. The distance from the District office to the temporary assignment and back.

In the event the distance from the employee's home to the temporary work assignment is less than the distance to their regular work assignment, no mileage will be paid.

F. Specific procedures and explanations for employee travel reimbursement costs are specified in Section B above and appropriate forms and documentation must be filed with the District Business Office.

## **ARTICLE 23: HEALTH EXAMINATIONS**

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A. Physical Examinations for Bus Drivers:

School bus drivers must pass a physical examination as required by the District. The District will recommend a provider familiar with the physical requirements of the position. If an employee objects to the provider, the District shall provide a list of not less than four (4) physicians from which the employee may select the physician to be used except that the employee shall not utilize any physician that they have used within the past three (3) years for any purpose other than a District-sponsored physical examination. The full cost of the required physical examination will be paid by the District.

B. Medical Examinations:

In cases of serious illness or injury, the District may require a medical report to determine a person's physical fitness to resume their full duties. The District required examination will be at District expense and the District shall have the right to name the physician.

## **ARTICLE 24: PROBATIONARY PERIOD**

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The parties recognize that the probationary period is an integral part of the employee selection process and provides the District with the opportunity to upgrade and improve operations by observing an employee's work, training and aiding employees in adjustment to their positions and by providing an opportunity to reject any employee whose work performance fails to meet required work standards. Thus, every new employee hired into the bargaining unit shall serve a probationary period of nine (9) months (contracted work days as defined in Article 1). Employees promoted into a higher classification shall serve a probationary period of nine (9) months in their new assignment. In consultation with CMC, extensions of the probationary period may be approved on a case-by-case basis.

The District has the unrestricted right to terminate new employees on probationary status as long as the employee has been given due process rights. The Association also recognizes the right of the District to demote an employee on promotional probationary status to their previous position, if, in the District's judgment, their work performance fails to meet required work standards and the employee is afforded due process rights.

**The South Lane School District will follow Oregon State Law ORS 332.544.**

The District will fill the position vacated by the employee taking a promotional opportunity with a substitute employee (see Article 1 Section B). If an employee on promotional probationary status finds the job unsatisfactory, the employee will voluntarily request a return to the previous position within three (3) months. The employee will be returned to the same job and same hours.

## **ARTICLE 25: DISCIPLINE**

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No employee shall be disciplined (verbal reprimand, written reprimand, suspended without pay, dismissed) without just cause as defined by the Dougherty seven tests. They are defined as follows:

A. Notice:

The employee shall be given forewarning of the possible or probable consequences of the employee's conduct.

B. Reasonable Rule or Order:

The rule or order shall be reasonably related to:

1. The orderly, efficient and safe operation of the School District, and,
2. Consistent with what the District, as employer, might properly expect.

C. Investigation:

Before administering discipline, the District shall make an effort to discover whether the employee did, in fact, violate or disobey a rule or order of management.

D. Fair Investigation:

The District's investigation shall be fair and objective.

E. Proof:

The investigation must produce substantial evidence of proof the employee was guilty.

F. Equal Treatment:

The District shall apply its rules, orders and penalties evenly and without discrimination.

G. Penalty:

The penalty shall be reasonably related to:

1. The seriousness of the employee's proven offense, and,
2. The record of the employee.

Dismissal of permanent employees in the bargaining unit for unsatisfactory job performance requires School Board action. This action will be based upon the recommendations of the Superintendent. Dismissal for unsatisfactory job performance shall be initiated only after an employee has been advised of performance deficiencies and given a reasonable opportunity to improve. In the event of flagrant misconduct, the employee may be suspended immediately from employment until such charges are investigated and a decision is made to continue or terminate employment. If the employee is not terminated, they will be reinstated in accordance with the terms established by the Board. If the employee is not reinstated, the termination date will be the date of suspension.

A decision concerning termination or reinstatement of a suspended employee will normally be made by the Board within twenty (20) working days from the date of suspension.

In the event the Board's decision is for dismissal, the employee will be notified of their termination as soon as the Board takes official action.

#### Right to Appeal:

It is recognized that employees have the right to appeal certain disciplinary actions to the School Board under ORS 332.544. Dismissal of an employee may be appealed in writing within fifteen (15) days to the Board for reconsideration or under Article 26, F, Step 3, of this Agreement; but not both.

The District's agreement to allow such disciplinary actions to be appealed through the grievance procedure to arbitration as provided for above is to be allowed only when the employee has elected not to exercise their rights under ORS 332.544. Any reconsideration decision for the Board shall be final.

## **ARTICLE 26: GRIEVANCE PROCEDURE**

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- A. Purpose: For purposes of this Agreement, a grievance is defined as a dispute about the meaning or interpretation of a particular clause of this Agreement or about an alleged violation of the Agreement. The grievance procedure is the exclusive remedy provided by this Agreement to resolve a grievance.
- B. Definitions:
1. Grievance: A “grievance” is a claim by an employee or the Association based upon the misinterpretation, application or violation of this Agreement or of the District policies and regulations affecting a staff member represented by the Association.
  2. Aggrieved Party: An “aggrieved party” is the party making the claim.
  3. Days: The word “days” refers to a contractual day when the aggrieved party is required to be at work.
  4. Written Decisions: All decisions rendered from Level One Step 2 through Level of this grievance process will be in writing, setting forth the decision and the reasons therefore and will be transmitted promptly to the aggrieved party and to the Association.
- C. Representations and Responsibilities:
1. Representation: Any aggrieved party may be accompanied at all stages of this procedure by an Association representative and/or an attorney of their own choosing. The Association will have the right to be present at all stages of the procedure.
  2. Non-reprisal: No reprisals of any kind will be taken by any Association member or representative nor by the District or any member of the administration against any participant in any grievance procedure by reason of such participation.
- D. Grievances must be processed within ten (10) work days from the occurrence thereof or from the time the employee should reasonably have had knowledge of such occurrence. The ten (10) day grievance timeline begins when the grievant first knew or should reasonably have known of the occurrence of an alleged violation. The grievance shall be reduced to writing and signed by the aggrieved employee and shall include the following information:
1. A statement of the grievance and facts upon which it is based.

2. The remedial action requested.
  3. The section of this Agreement to which the grievance relates and/or the specific District policies and regulations.
- E. Except as required by Oregon Public Meetings Law and subject to public disclosure under Oregon Public Meetings Law all meetings and hearings under this procedure shall be kept informal and private and shall include only such parties in interest and/or designated representatives as referred to in this Article.

All information relative to the grievance and resolution accomplished via the procedure shall be considered exempt from public disclosure in an effort to assure confidentiality to the employee.

- F. The purpose of this procedure is to resolve grievances at the lowest possible level.
- G. Time limits designated in the grievance procedure may be waived by mutual agreement of the parties. Failure to grieve an issue within the specified time period shall render the issue non-grievable.
- H. The Procedure:

Level 1-Principal/Immediate Supervisor:

1. Informal Discussion:

The aggrieved employee shall first discuss the problem with their principal or immediate supervisor with the objective of resolving the matter informally within ten (10) days from the occurrence of an alleged violation. The principal and/or supervisor will render the decision within ten (10) days of an informal meeting with the grievant.

2. Written Grievance:

If the matter is not resolved informally at Step 1, the employee shall, within ten (10) work days, reduce the grievance to writing as specified in Section C of this Article and forward a copy of the formal grievance to the principal or supervisor. The principal or supervisor shall arrange a meeting with the aggrieved employee and any Association officer or representative that they desire in attendance as soon as possible. The principal or supervisor shall render a written decision within ten (10) days after receiving the written formal grievance from the aggrieved employee. The District and the Association hereby agree that the Level 1 grievance timelines shall be no more than forty (40) days from the occurrence of an alleged violation or reasonable knowledge that an alleged violation has occurred.

## Level 2-Superintendent:

### 1. Appeal:

If the grievance is not resolved at Level 1, it shall along with all pertinent information, be submitted in writing to the Superintendent or their designee within ten (10) days after receipt of the Level 1 decision. Within five (5) days of receiving the Level 2 grievance, the Superintendent or their designee shall meet with the aggrieved employee, an Association officer if requested by the employee and the supervisor or principal at a time mutually agreed upon. Within ten (10) days of such meeting, the Superintendent or their designee shall render their written decision. The District and the Association hereby agree that the Level 2 grievance timelines shall be no more than twenty-five (25) days from the date the Superintendent or their designee received the Level 2 written grievance.

If the grievance is not resolved at Level 2, the Association shall have five (5) days from the date of receipt of the Superintendent's reply to proceed to Level 3. The appeal shall take the form of a written request that the matter be taken to arbitration.

## Level 3-Arbitration:

If the grievance is not resolved at Level 2, the Association and the District shall ask the Employment Relations Board to submit a list of five (5) arbitrators. The parties shall alternately strike one (1) name from the list until only one (1) name is remaining. One (1) day will be allowed for the striking of each name. The Association shall strike the first name.

The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision within thirty (30) days of the hearing. The arbitrator shall have no power to advise on wage adjustments, except as to the improper application thereof, nor to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no power to substitute their discretion for that of the Board or the Association. A decision of the arbitrator shall, within the scope of their authority, be binding upon the parties. All grievances shall first be processed through the grievance procedure. Appeals of the arbitrator's decision will be based on the criteria as stated herein.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same. All costs, including, but not limited to producing witnesses and evidence shall be borne by the party incurring such costs, requiring such witnesses, or producing such evidence.

I. Miscellaneous:

1. Group Grievance:

If a contractual grievance affects a group or class of employees, the grievance may be submitted through the Association or through such aggrieved parties jointly in writing to the Superintendent directly and the processing of such grievance will commence at Level 2.

Timelines for group grievances will be ten (10) days longer at each level than individual grievance timelines. Group grievance timelines may be extended by mutual consent.

2. Any decision made under this Agreement at the final level of the grievance procedure shall be the last remedy provided by this Agreement.
3. All parties shall avoid interruption of classroom and/or any other school-sponsored activities.
4. Every effort will be made by all parties to avoid the involvement of students in the grievance procedure.
5. All parties of interest will process grievances after the regular work day or at other times which do not interfere with assigned duties.

## ARTICLE 27: WAIVER AND SCOPE

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A. Modification:

This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

B. This Agreement has no effect upon any policies, rules, regulations, practices or procedures of the District pertaining to any matter not specifically covered in this Agreement. The Board's authority to repeal or modify such policies, rules, regulations, practices or procedures is not affected by this Agreement.

C. Neither the terms of this Agreement nor their application or operation shall compel the Association or the Board to violate any government rule, regulation, statute, court order or decree. If any provision of this Agreement or any application of this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid but all other provisions or applications shall continue in full force and effect.

D. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of employment relations and that the understanding and agreements arrived at by the parties hours the exercise of that right and opportunity are set forth in this Agreement.

E. This Agreement constitutes the sole and entire existing Agreement between the parties and expresses all obligations of, and restrictions imposed upon, the District and the Association with the exception that any and all agreements, modifications memorandums of understanding established and/or bargained through the Contract Maintenance Committee shall, upon their ratification by the respective group, become part of this Agreement.

~~F. — Past Practice Reopener: The parties wish to ensure that the Agreement be as inclusive as possible. Therefore, the Association and the District agree that the Contract Maintenance Committee shall meet and discuss possible past practices that need to be memorialized either by memorandum or policy. Those practices that the parties reduce to writing through this process shall be binding upon the parties for the term of this contract.~~

## **ARTICLE 28: SITE COMMITTEES**

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Any program plan/implementation that results from a Site Council:

- A. Shall not violate any District policy unless approved by the Board;
- B. Shall not violate any provision of this Agreement unless mutually approved by the Board and the Association;
- C. Shall set no past practice or precedent with regard to contract negotiations, contract administration and/or grievances.

## **ARTICLE 29: CONTRACT MAINTENANCE COMMITTEE**

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A. Purpose:

The purpose of the committee is to continually review the contract, problem-solve labor/management concerns (by mutual agreement) and recommend to the District and the bargaining unit additions, revisions and/or extensions to the contract.

B. Makeup:

The committee shall consist of up to eight (8) members, with a minimum of two (2) and a maximum of four (4) voting members, representing the Association and the same numbers with respect to the District.

1. It is recommended that at least one (1) representative from each group shall have participated in the Non-Traditional Bargaining Process.
2. All committee members must agree to participate in training sessions jointly sponsored by the District and Association.
3. The Association's field representative shall be a non-voting member of the committee.

C. Observers:

In addition, the Board and the Association will each have one (1) additional slot they may designate for an observer. The intent of the additional position for the District is to encourage board members to observe and participate in this process and for the Association to involve other Association representatives or officers to observe and participate in the process.

D. Meetings:

1. The committee will establish operating rules, make such rules available to every member of the committee and review the rules on an annual basis.
2. The Contract Maintenance Committee will hold a minimum of at least one (1) meeting per trimester. The committee will record its proceedings through the maintenance of meeting minutes.
3. Quorum: To undertake official business, the committee composition must consist of a minimum of two (2) voting members from the Association and two (2) members representing the District.

4. Past Practice Reopener: The parties wish to ensure that the Agreement be as inclusive as possible. Therefore, the Association and the District agree that the Contract Maintenance Committee shall meet and discuss possible past practices that need to be memorialized either by memorandum or policy. Those practices that the parties reduce to writing through this process shall be binding upon the parties for the term of this contract.

## ARTICLE 30: TERM OF AGREEMENT

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This Agreement shall remain in full force and effect through June 30, 2024~~7~~.

There shall be two (2) official signed copies of this Agreement, one (1) copy to be retained by the District and one (1) copy to be retained by the Association.

Execution Signatures:

Executed this ~~7th day of June, 2021~~ **8th day of April, 2024**, at Cottage Grove, Oregon by the undersigned officers by the authority of and on behalf of Cottage Grove Chapter 32 and the Board of Education of the South Lane School District 45J3, Lane County, Oregon.

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~~Yvonne Curtis~~ **Brian McCasline**  
**Acting Superintendent, SLSD**

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**Date**

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~~Laura Frederick~~ **Stephanie Rogers**  
**OSEA Chapter 32 President**

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**Date**

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**SLSD Board Chairperson**

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**Date**

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~~Debra Blanchard~~ **Steve Sears**  
**OSEA Field Representative**

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**Date**

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**Reta Doland**  
**HR Director**

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**Date**



# APPENDIX A

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2021-2024

2.000%

## APPENDIX B

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# DEFINITIONS FROM AGREEMENT 2021~~4~~-2024~~7~~

**ACTING-IN-CAPACITY PAY** is wage paid to employees temporarily assigned to perform the duties of a higher paid classification. (Article 12)

**AGGRIEVED PARTY** is the staff person(s) filing a grievance claim. (Article 26.B.)

**BUMPED** employees are those who have been replaced in their current assignment by a more senior employee due to a District decision to eliminate a position or reduce a position. (Article 7.A.)

**CLASSIFICATION** refers to a group of related job titles. Classifications and job titles are included in Appendix A.

**CONTRACT MAINTENANCE COMMITTEE (CMC)** is a committee of Association and District participants who review the contract, problem-solve labor/management concerns by mutual agreement and make recommendations regarding solutions, revisions and additions. (Article 29. A and B)

**DISCIPLINE** is defined as verbal reprimand, written reprimand, suspension without pay or dismissal. (Article 25)

**DISPLACED** employees are those full-time and part-time employees whose positions have been eliminated or reduced. (Article 7.A.)

**EMPLOYEE** shall include all employees represented by the bargaining unit. (Article 1 A. and B.)

**GRIEVANCE** (Article 26.B.)

**HIRE DATE** as referenced in Article 1, I. The date an employee officially begins work in a permanent position within the District is considered part of the bargaining unit and is covered by all Articles in this contract. The initial hire date will not serve as the Transportation hire date for route bidding. A Transportation hire date will be the basis for route bidding.

**ILLNESS LEAVE** means paid leave for an absence due to the employee's illness or injury or the illness or injury of a member of their family that would require the employee's presence. (Article 18. A. and C.)

**IMMEDIATE FAMILY** shall be defined as spouse, domestic partner, son, daughter, mother, father, sister, brother, grandparent or grandchild; or on the marriage side; son-in-law, daughter-

in-law, father-in-law, mother-in-law, sister-in-law or brother-in-law. (Article 18.C.)

**LAYOFF** refers to reduction in employment status due to revenue shortfalls or administrative decisions to make program or work force modifications. (Article 7.A.)

**LIMITED TERM EMPLOYEE** as referenced in Article 1, B (long term).

**PROBATIONARY PERIOD** as referenced in Article 24.

**RECALL** refers to the return to the classification formerly held by an employee in the inverse order in which they were laid off or reassigned when position openings occur. (Article 7.B.)

**SEASONAL WORK** shall be defined as work that cannot be completed due to a seasonal or temporary increase in the workload. This is work done outside of the employee's work calendar and when performed by current employees, seasonal work shall not be subject to the provisions of this Agreement except for wages as referenced in Article 1, D.

**SUBSTITUTE EMPLOYEE** as referenced in Article 1, B.

**TEMPORARY EMPLOYEES** as referenced in Article 1, C.

**TERMINATION** means severance from employment such as absence without leave, resignation or dismissal. (Article 25)

**TRANSPORTATION HIRE DATE** is the date an employee officially begins work in a permanent position within the District is considered part of the bargaining unit and is covered by all Articles in this contract. The initial hire date will not serve as the Transportation hire date for route bidding. A Transportation hire date will be the basis for route bidding.

**WORK DAY** is defined as a day designated as a report day for a classified staff group as defined by the District's official work calendar. (Article 1, C.)

**WRITTEN DECISIONS** are those set forth in writing in a grievance process by the Principal, Supervisor, Superintendent or Employee Relations Board. (Article 26, B.)







Proposed Hourly Rates

3% between steps 2-9 was calculated first

4% increase in all steps calculated second

Title	Step 1	Step 2	Step 3	Step 4	Step 5
Assistant Driver/Trainer Instructor	\$ 21.66	\$ 22.31	\$ 22.98	\$ 23.67	\$ 24.38
Assistant Manager/Cook/Baker	\$ 16.47	\$ 16.97	\$ 17.48	\$ 18.00	\$ 18.54
Behavior Support Specialist	\$ 22.81	\$ 23.49	\$ 24.20	\$ 24.92	\$ 25.67
Bus Aide	\$ 16.74	\$ 17.25	\$ 17.76	\$ 18.30	\$ 18.85
Bus Coordinator	\$ 21.93	\$ 22.59	\$ 23.27	\$ 23.97	\$ 24.69
Bus Driver	\$ 20.85	\$ 21.48	\$ 22.12	\$ 22.79	\$ 23.47
Campus Security I	\$ 19.15	\$ 19.72	\$ 20.31	\$ 20.92	\$ 21.55
Campus Security II	\$ 21.54	\$ 22.18	\$ 22.85	\$ 23.54	\$ 24.24
Courier	\$ 20.25	\$ 20.86	\$ 21.48	\$ 22.13	\$ 22.79
Custodian	\$ 18.02	\$ 18.56	\$ 19.12	\$ 19.69	\$ 20.29
Driver Trainer/Instructor	\$ 22.47	\$ 23.15	\$ 23.84	\$ 24.56	\$ 25.30
Educational Assistant	\$ 18.08	\$ 18.62	\$ 19.18	\$ 19.75	\$ 20.34
Food Service Assistant	\$ 15.56	\$ 16.03	\$ 16.51	\$ 17.00	\$ 17.51
Food Service Manager I	\$ 17.46	\$ 17.99	\$ 18.53	\$ 19.08	\$ 19.65
Food Service Manager II	\$ 18.50	\$ 19.06	\$ 19.63	\$ 20.22	\$ 20.82
Food Service Manager III	\$ 19.62	\$ 20.21	\$ 20.82	\$ 21.44	\$ 22.09
Fueler/Mechanic Helper	\$ 21.93	\$ 22.59	\$ 23.27	\$ 23.97	\$ 24.69
Head Mechanic	\$ 25.45	\$ 26.21	\$ 27.00	\$ 27.81	\$ 28.64
Help Desk Specialist	\$ 22.96	\$ 23.65	\$ 24.36	\$ 25.09	\$ 25.85
Library Assistant II	\$ 19.15	\$ 19.72	\$ 20.31	\$ 20.92	\$ 21.55
Maintenance/Grounds I	\$ 21.47	\$ 22.11	\$ 22.77	\$ 23.46	\$ 24.16
Maintenance/Grounds II	\$ 22.76	\$ 23.44	\$ 24.14	\$ 24.87	\$ 25.61
Maintenance/Grounds III	\$ 24.12	\$ 24.84	\$ 25.59	\$ 26.35	\$ 27.14
Mechanic I	\$ 19.21	\$ 19.79	\$ 20.38	\$ 20.99	\$ 21.62
Mechanic II	\$ 22.72	\$ 23.41	\$ 24.11	\$ 24.83	\$ 25.58
Media Specialist	\$ 20.30	\$ 20.91	\$ 21.54	\$ 22.18	\$ 22.85
Network Specialist	\$ 26.41	\$ 27.20	\$ 28.01	\$ 28.85	\$ 29.72
Office Manager I	\$ 20.00	\$ 20.60	\$ 21.22	\$ 21.85	\$ 22.51
Office Manager II	\$ 21.20	\$ 21.83	\$ 22.49	\$ 23.16	\$ 23.86
Office Manager III	\$ 22.46	\$ 23.14	\$ 23.83	\$ 24.55	\$ 25.28
Office Manager IV	\$ 23.82	\$ 24.53	\$ 25.27	\$ 26.02	\$ 26.81
Plant Manager I	\$ 19.10	\$ 19.68	\$ 20.27	\$ 20.88	\$ 21.50
Pool Assistant	\$ 15.59	\$ 16.06	\$ 16.54	\$ 17.04	\$ 17.55
Pool Technician	\$ 16.50	\$ 17.00	\$ 17.51	\$ 18.04	\$ 18.58
Secretary I	\$ 17.80	\$ 18.34	\$ 18.89	\$ 19.46	\$ 20.04
Secretary II	\$ 18.87	\$ 19.43	\$ 20.01	\$ 20.61	\$ 21.23
Secretary III	\$ 20.00	\$ 20.60	\$ 21.22	\$ 21.85	\$ 22.51
Specialized Educational Assistant	\$ 20.30	\$ 20.91	\$ 21.54	\$ 22.18	\$ 22.85
SPED Clerical	\$ 19.15	\$ 19.72	\$ 20.31	\$ 20.92	\$ 21.55
Transition Specialist	\$ 22.81	\$ 23.49	\$ 24.20	\$ 24.92	\$ 25.67
Type 10 Driver	\$ 19.77	\$ 20.36	\$ 20.97	\$ 21.60	\$ 22.25

Type 10 Driver Fueler/Mechanic Helper

\$ 20.85 \$ 21.48 \$ 22.12 \$ 22.79 \$ 23.47

Step 6	Step 7	Step 8	Step 9	Step 10
\$ 25.11	\$ 25.87	\$ 26.64	\$ 27.44	\$ 28.27
\$ 19.10	\$ 19.67	\$ 20.26	\$ 20.87	\$ 21.49
\$ 26.44	\$ 27.23	\$ 28.05	\$ 28.89	\$ 29.76
\$ 19.41	\$ 19.99	\$ 20.59	\$ 21.21	\$ 21.85
\$ 25.43	\$ 26.19	\$ 26.98	\$ 27.78	\$ 28.62
\$ 24.17	\$ 24.90	\$ 25.65	\$ 26.41	\$ 27.21
\$ 22.20	\$ 22.86	\$ 23.55	\$ 24.25	\$ 24.98
\$ 24.97	\$ 25.72	\$ 26.49	\$ 27.28	\$ 28.10
\$ 23.47	\$ 24.18	\$ 24.90	\$ 25.65	\$ 26.42
\$ 20.89	\$ 21.52	\$ 22.17	\$ 22.83	\$ 23.52
\$ 26.05	\$ 26.84	\$ 27.64	\$ 28.47	\$ 29.32
\$ 20.95	\$ 21.58	\$ 22.23	\$ 22.90	\$ 23.58
\$ 18.04	\$ 18.58	\$ 19.13	\$ 19.71	\$ 20.30
\$ 20.24	\$ 20.85	\$ 21.48	\$ 22.12	\$ 22.78
\$ 21.45	\$ 22.09	\$ 22.75	\$ 23.44	\$ 24.14
\$ 22.75	\$ 23.43	\$ 24.14	\$ 24.86	\$ 25.61
\$ 25.43	\$ 26.19	\$ 26.98	\$ 27.78	\$ 28.62
\$ 29.50	\$ 30.39	\$ 31.30	\$ 32.24	\$ 33.20
\$ 26.62	\$ 27.42	\$ 28.24	\$ 29.09	\$ 29.96
\$ 22.20	\$ 22.86	\$ 23.55	\$ 24.25	\$ 24.98
\$ 24.88	\$ 25.63	\$ 26.40	\$ 27.19	\$ 28.01
\$ 26.38	\$ 27.17	\$ 27.99	\$ 28.83	\$ 29.69
\$ 27.96	\$ 28.80	\$ 29.66	\$ 30.55	\$ 31.47
\$ 22.27	\$ 22.94	\$ 23.62	\$ 24.33	\$ 25.06
\$ 26.34	\$ 27.13	\$ 27.95	\$ 28.79	\$ 29.65
\$ 23.53	\$ 24.24	\$ 24.97	\$ 25.72	\$ 26.49
\$ 30.61	\$ 31.53	\$ 32.48	\$ 33.45	\$ 34.45
\$ 23.18	\$ 23.88	\$ 24.60	\$ 25.33	\$ 26.09
\$ 24.57	\$ 25.31	\$ 26.07	\$ 26.85	\$ 27.65
\$ 26.04	\$ 26.82	\$ 27.63	\$ 28.46	\$ 29.31
\$ 27.61	\$ 28.44	\$ 29.29	\$ 30.17	\$ 31.07
\$ 22.15	\$ 22.81	\$ 23.50	\$ 24.20	\$ 24.93
\$ 18.07	\$ 18.61	\$ 19.17	\$ 19.75	\$ 20.34
\$ 19.13	\$ 19.71	\$ 20.30	\$ 20.91	\$ 21.54
\$ 20.64	\$ 21.26	\$ 21.90	\$ 22.55	\$ 23.23
\$ 21.87	\$ 22.53	\$ 23.20	\$ 23.90	\$ 24.62
\$ 23.18	\$ 23.88	\$ 24.60	\$ 25.33	\$ 26.09
\$ 23.53	\$ 24.24	\$ 24.97	\$ 25.72	\$ 26.49
\$ 22.20	\$ 22.86	\$ 23.55	\$ 24.25	\$ 24.98
\$ 26.44	\$ 27.23	\$ 28.05	\$ 28.89	\$ 29.76
\$ 22.92	\$ 23.61	\$ 24.32	\$ 25.04	\$ 25.80

\$ 24.17 \$ 24.90 \$ 25.65 \$ 26.41 \$ 27.21

South Lane School District

# Superintendent Evaluation Summary

March 18, 2024

The South Lane School District board of directors has completed Superintendent Yvonne Curtis's annual evaluation for the 2023-24 school year. Four board members have served at least one full year, and all board members observed and contributed to this year's evaluation.

The evaluation focused on five superintendent goals.

The board determined that Superintendent Curtis has done a satisfactory job of attaining the goals set by the board and superintendent in August of last year to provide a culture of care and belonging by providing students and staff time, support, and connection. She was above average at achieving the goal of providing staff time, support, and professional development to effectively utilize Professional Learning Communities as the key strategy for collectively raising student achievement in the South Lane School District. Success in meeting the third goal, providing staff time, support, and professional development to bridge student strengths, passions, and interests with the current skills and knowledge necessary to enter high-wage/high-demand careers reflective of the global marketplace, was also rated above average. The fourth goal, ensuring the district complies with all local, state, and federal regulations and reports, was rated as satisfactory. The superintendent's fifth goal, developing and implementing a communication and engagement strategy for informing the community about the District's achievements and current work, was rated as satisfactory.

The board and superintendent distributed a targeted feedback survey to staff, community, and board members for feedback on her performance, and had a 62% response rate. The results of this survey were one source of data for the evaluation of the superintendent's performance and were strong and positive.

We will be working with Superintendent Curtis over the next several weeks to develop goals for the superintendent that align with our district goals. We look forward to working together to continue our district's success.

Taylor Wilhour, Chair

South Lane School District Board of Education

Yvonne Curtis, Superintendent

South Lane School District