

AGENDA

VERNONIA SCHOOL DISTRICT BOARD of DIRECTORS Public Meeting

Thursday, September 8, 2022 – 6:00 p.m.
Vernonia Schools, 1000 Missouri Avenue, Vernonia, OR 97064

Public participation on agenda items occurs at the discretion of the chair. Please indicate your interest by completing a “Public Comment Card” provided at the agenda table and give it to the Board Secretary or if attending virtually, email your interest to bcarr@vernoniak12.org 24 hours before the meeting. **Individual comments are limited to 3 minutes. Group comments are limited to 5 minutes.**

At 8:00 p.m., the Board may take a five-minute recess, and the chair will review the agenda for possible rescheduling of agenda items. For special accommodations call 429-5891 at least 48 hours prior to the meeting.

REGULAR SESSION

1.0 CALL TO ORDERChair

1.1 Flag Salute

2.0 AGENDA REVIEWChair

2.1 Action to Approve the Agenda

3.0 PUBLIC COMMENT ON NON-AGENDA ITEMS

This is a time for public comment on items not on the agenda. Normally the Board will not take any immediate action, but will refer concerns to the Superintendent and ask him to report to the Board. We would appreciate you keeping comments to 3 minutes per individual or 5 minutes if you are representing a group of patrons. Please note: Under Oregon Revised Statutes, we cannot discuss personnel concerns in a public meeting. If you have any concerns with school district personnel, please schedule a meeting with the Superintendent.

4.0 SHOWCASING OF SCHOOLS

4.1 Principal Reports.....Administration

5.0 BUSINESS REPORTS

5.1 SuperintendentJim Helmen

5.1.1 Superintendent Annual Goals

5.1.2 Smarter Balance Assessment Scores / Attendance / Behavior Report

5.2 FinancialMarie Knight

5.3 MaintenanceMark Brown

6.0 BOARD REPORTS / BOARD DEVELOPMENT.....Chair

6.1 Committee Reports

6.2 Superintendent Evaluation Standards & Timeline

6.3 Board Workshop Topics (Sept 29)

7.0 OTHER INFORMATION and DISCUSSION

7.1 New HiresJim Helmen/Administration

7.2 Speech and Language Services Contract.....Jim Helmen

7.3 Staff ResignationJim Helmen

8.0 ACTION ITEMS

8.1 Superintendent Annual Goals

I move to approve the annual goals for Superintendent Jim Helmen for 2022-23 as presented.

8.2 Superintendent Evaluation Standards & Timeline

I move to approve the Superintendent Evaluation Standards and Timeline as discussed.

8.3 New Hires:

I move to approve the Superintendent’s recommendation to hire Erinne Coit 2nd Grade, Alexia Hamilton HS Math, Jessica Kintz MS/HS Art, and Brittanie Roberts 3rd Grade.

8.4 Professional/Personal Services Contract

I move to approve the professional/personal services contract for Linsey Zeller Antone, to perform speech and language services for the 2022-23 year.

8.5 Staff Resignation

I move to accept the resignation of Melissa Reynolds effective September 30, 2022.

9.0 MONITORING BOARD PERFORMANCEChair

10.0 CONSENT AGENDAChair

The Board, on an individual basis prior to the meeting, has reviewed all material. All financial reports are available for review by the public in the business office. All items listed are considered by the Board to be routine and will be enacted by the Board in one motion. There will be no discussion of these items at the time the board votes on the motion unless members of the Board request specific items to be discussed and/or removed from the Consent Agenda.

10.1 Minutes of the 08/11/22 Regular Meeting and 08/27/22 Workshop

I move to approve the consent agenda as presented.

11.0 OTHER ISSUES Chair

12.0 ADJOURNChair

UPCOMING DATES

(Dates and times are subject to change. Please check the district web site at www.vernoniak12.org for the most up-to-date information)

September 29, 2022

Board Workshop 5:00 p.m.

October 13, 2022

Board Meeting at Mist Elementary 6:00 p.m.



**September 2022
VHS/VMS
Board Report**

Greetings Board!

September's Board Report is primarily focused on what has transpired since last meeting:

- Professional Development/Staff Inservice
- Hiring
- Logger Nation
- School Priorities
- School and District Priorities

Professional Development/Staff Inservice

We are finishing up a busy week with a trainings and review of Best Practices in Instruction, Daily Routines, and Connections with Students, Staff, and Families, They have included:

- **Safety Care Training**-How staff can safely and effectively interact with students when experiencing extreme behavior
- **Vernonia Wellness**: How staff can take care of our personal wellness so that we are healthy and best able to provide the best environment possible for student learning.
- **COVID Wrap Up**-How the school moves forward with dealing COVID moving forward.
- **Emergency Response Training**: How the staff and students respond to emergency situation
- **PACE**: Be aware of legal response of schools with regards to potential abuse of staff/students
- **SEL-Social and Emotional Learning**-Character Strong Education requirement in Advisory
- **SPED-Accommodations** and Modifications on individual student basis
- **Schoolwide Disciple Protocols**:
- **Trauma Informed Care**-Recognizing how individual Trauma can affect how students and staff interact with each other
- **Synergy**-system that the district uses to enter student data. This is synced with the **Oregon Data Suite** to provide the district with comprehensive student data
- STAR 360-Reading and Math assessment and intervention

Hiring:

Please welcome staff new to VHS/VHS and the district. We are happy to welcome them to

Logger Nation:

- **Caroline Alexander:** Special Education Grade 7-12
- **Lee Costanzo:** Metals/Welding
- **Alexia Hamilton:** HS Mathematics
- **Jessica Kintz:** MS/HS Art
- **Megan Peterson** MS/HS Band/Music
- **Julie James:** Food Service (hiring in Spring of 2022)
- **Linsey Zeller:** SLP (Speech and Language Pathologist)
- **Leonard Hamilton** District Nurse
- **Jenn Cooper** School Psychologist
- **Richard Traver** SLC (Structured Learning Center)

We are still in the process of hiring Instructional Assistants throughout the district. We have had many positive interviews and need to complete the process

District and School Focus/Priority

- **Culture**
 - Accountability/Teamwork
 - Attitude
 - Connections
 - Consistency
- **Instruction**
 - What we teach
 - How we teach
 - Priority Standards
 - Rubrics
 - Learning Targets
 - Depth of Knowledge
 - WICOR-Writing, Inquiry, Collaboration, Organization, Reading

Student Leadership Students have been busy decorating aspects of the school to prepare for the start of the year. We will begin the school year with a short Assembly on September 6, then review of Handbook Highlights in Advisory, the shortened period 1-7. Beginning the Week of September 12th the HS/MS will be on a Modified Block Schedule:

Monday: Period 1-7, Early Release Monday at 2:15
Tuesday: Period 1, Advisory, Period 2, Period 3
Wednesday: Period 4, Period 5, Period 6, Period 7
Thursday: Period 1-7
Friday: Period 17

Thursday and Friday have built in time for Class Meetings/Assemblies

Athletics

MS Athletics have started practicing. McKenzie Dennis will be coaching MS Volleyball. Thomas Jones and Patrick Thompson will be coaching football

HS Athletics begin competition at time of writing

- Cross Country-September 1
- Volleyball-September 1
- Football-September 2

VERNONIA AND MIST ELEMENTARY BOARD REPORT

September 8, 2022



New Staff

Welcome to our newest staff! Errine Coit (2nd grade), Brittanie Roberts (3rd grade), Kristen Johnston (4th grade), Kyrsten Nothwang (4th grade), Leonard Hamilton (School nurse), Jen Cooper (School Psychologist), Richard Traver (Structured Learning Center Teacher). We are excited they are joining our amazing team!

VSD Inservice

The elementary staff participated in a wide variety of professional development training during the week of inservice. The training included Trauma Informed Care, Accommodations and Modifications, Positive Action and 1, 2, 3 Magic (Behavior management strategies). The staff were highly engaged in learning some new things to help them learn and grow as educators.

Staff also spent many hours setting up classrooms and preparing for the first week of instruction with their students.

ECRI Training

August 23 and 24th, our elementary staff participated in Enhanced Core Reading Instruction (ECRI) training to bolster our instructional skills with phonemic awareness, phonics, and vocabulary instruction. Teachers spent a lot of time collaborating with one another and practicing the skills to enhance instructional skills in reading.

Meet the Families

During the week of inservice, there was a buzz of excitement preparing for students and families for our Meet the Families event. Classroom teachers provided different activities to promote connection and relationship building with their families. It was a fun evening filled with a social hour and a visit to the classrooms!

September 2022 Vernonia Schools Board Report
Rachel Wilson - Vice-principal

OVERVIEW:

Vice-principal's role is to support students, staff, and families to address student choices that may conflict with Culture of Vernonia Schools.

UPDATES:

1. Data: N/A at this time

- a. Behavior referral will be electronic via Synergy
- b. Eliminated behavior reminders
- c. No longer using SWIS; considering how to archive and/or in necessary (comparing apples and oranges discussions)

2. Office changes:

- a. VP to A129: Another positive = more accessible to staff

3. Attendance:

- a. Continuing work started in Spring 2022 with NWRESA Attendance Services Team (formerly truancy office).
- b. Developing tardy tracking AND response.
- c. Increasing role of attendance/receptionist person to track and contact families when unexcused and/tardy.
- d. Attending kickoff event on September 15th with NWRESA (virtual)

4. Positive Referral System/ Recognition: TBD

- a. NO update at this time.
- b. Consider: Synergy data as all goes through Synergy...

5. Safety Committee involvement:

- a. Attended Threat Assessment Training for Schools in August.
 - i. Learned about Level 1, Level 2, Level 3 assessments. Developing response team options.
 - ii. Heads to local police
- b. Continue work with Safety Committee, lead by Jusitn Ward, that includes monthly drills in the five SRP (Standard Response Protocol) emergency response:

HOLD - SECURE - LOCKDOWN - EVACUATE - SHELTER

6. Student Handbook update:

- a. Posted on website; print copies available at request AFTER final copy edits
- b. New Matrix
- c. Non-negotiables

7. School Culture and Climate: Developing

- a. Participating in NWRESD School Culture and Climate Network with team.
- b. NOTE: Handbook revamp fits into this as consistent expectations and easier to follow matrix creates a safer environment. Low tolerance for behavior that can have the effect of making students/staff feel unsafe.

8. Q & A

VSD Special Education Boards Report September 2022

Student Updates

We ran successful summer enrichment and extended school year (ESY) programs this year. Led by ESD special education teacher, Carissa Martos, students participated in several enrichment activities, including: planting seedlings and learning about a plant's life cycle, ocean life reading and research activities, related craft projects, and picnic planning. Our summer programs culminated in a field trip to the Seaside Aquarium.

Field trips for our special education students are not just for fun. Community experiences are a critical component in the development of their life skills. While on our trip to the aquarium, students practiced several functional skills: riding on a bus for a long period of time, regulating their behavior and sensory response to a new environment that was busy and loud, following staff safety directions, preparing a meal (pizza, sandwiches, and snacks,) working as a team, and sharing food appropriately.

Extensive preparation goes into these real world experiences for our students, both logistically as well as in the classroom. Our summer staff did a fantastic job, evident in the students' excitement, joy, and accomplishment in successfully participating in the activities.

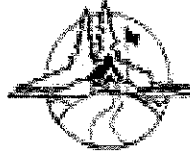
Staff Updates

We are in the hiring process to fill five classified positions, in addition to the special education compliance officer and Youth Transition Program (YTP) transition specialist. Interviews are happening now, and we hope to have positions filled within the first week of school or sooner.

During in-service week, approximately ten classified staff completed Safety Care training. Safety Care is a state-approved curriculum to prevent and respond to challenging behaviors.

Special education teachers, Caroline Alexander and Gienah Cheney have stepped up to fill our need for a middle school resource teacher. Gienah will be the teacher and case manager for grades K-6, and Caroline will do the same for grades 7-12. Richard Traver and I will collaborate in the Structured Learning Classroom. Richard will bring his creativity, talent, and experience as an instructional assistant to the classroom, delivering lessons and managing day-to-day routines. I will complete case management responsibilities and lesson planning. I am grateful to have all three of these teachers, as well as our classified staff, on our Vernonia SpEd team.

VERNONIA SCHOOL DISTRICT 47J



Jim Helmen-Superintendent
Board Report
September, 2022

Community Engagement

The Meet the Family Night was a success. We had over 350 people (Families and students). I want to thank ALL of our staff and school board members for making our families feel welcome and excited for the school year to start.

- Our anecdotal data (conversations with families) indicated:
- Students were excited to begin school
- Families felt welcome and valued
- Teachers provided information “families were looking for.”
- Parents felt staff were “excited to see their children.”

District Improvement Planning (CIP and SIP)

- I have collected all school data to begin data dive with admin and staff
- In September, we will develop CIP and SIP during data team meetings with staff.
- CIP and SIP will be presented to the school board in the October Board meeting.

State Report Cards

- Outcomes of District Reports have been evaluated, and data has been summarized.
- The student outcomes will be presented at the September board meeting myself.

Board Policy Review and policy updates

- District policy review and rewrite with access to Policy updates from OSBA
- I have completed the review and revision options for the last three OSBA policy updates.
- I will provide policy updates and notes to policy committee members at the September board meeting.
- I would like to meet on October 7 as a committee team, online or in-person, to review committee input.
- First reading will be presented to the board at the October board meeting.

VERNONIA SCHOOL DISTRICT 47J



Jim Helmen-Superintendent
Board Report
September, 2022

District In-Service

- District In-Service was successful.
- On first day back, to build community and culture within our staff, we handed out our NEW Logger Nations staff shirts, which were designed by Cherise, Marie, and Barb.
- Admin and office staff wore the shirts
- “I Love you Guys” Emergency training was provided to all staff from Rachel Wilson. Rachel covered all school-wide safety components related to Lock-down, evacuation, and Stay In Place. o Many teachers wore their shorts during day 1, a significant culture-building tribute.
- I will be connecting with St. Helens emergency Management to try and schedule school shooter training for staff.
- Please see the link below for a list of In-Service Staff Training.
https://docs.google.com/spreadsheets/d/1cXy3vla_QwzcDsy_vh1AWggKI7XINhwPRrUp_ZRbdeqg/edit#gid=0

New Licensed Staff mentor program

- We have reinstated our New Teacher mentor Program. The program is designed to provide ongoing support and mentorship to our new certified staff from our own master teachers.
- We have five certified master teachers apply to be a mentor, which is exciting.
- Mentor teachers will be compensated for participating in the program We are hiring a new special education compliance officer which may need additional IDEA compliance training

Behavior Intervention System through synergy

- We have developed a new behavior intervention system where teachers will now submit all behavior referrals through the synergy platform.

Oregon Data Suite

- This year we have adopted a new data collection suite to track Real time instruction, attendance, and behavior data.
- The real time data will support data teams in identifying students needs and supports

Superintendents Goals 22-24
Jim Helmen, Superintendent of Schools

The Strategic Plan is designed to ensure that the human, financial, and capital resources are efficiently and effectively allocated based upon the priorities established by the Vernonia School District Board of Directors, with the fiscal integrity of the District as the cornerstone foundational requirement of the Strategic Plan.

Goal 1: Operate the school district in a fiscally prudent manner while balancing educational needs and opportunities:

Standards: 1,2,6,7,8

- Develop a fiscally responsible budget for the school district
- Look for grant opportunities to update our facilities (i.e., Measure 98, ESSR, Summer Learning)
- Align resources to identified district goals (Staffing, Academic Achievement, CTE, SEL)

Goal 2: Increase student achievement and other indicators of success:

Standards: 1,2,4,6,8

- Continue implementation of MTSS
- Review the district's assessment system and recommend changes to better align with standards and SBAC (STAR Assessment systems K-12, interim Assessments)
- Develop alignment of local curriculum with the latest Oregon standards
- Develop and implement a common curriculum framework
- Support administrators develop a SIP for their school.
- Develop CTE manufacturing and welding program grades 8-12

Goal 3: Implement structures to help with hiring and retention of quality personnel in all positions:

Standards: 1,2,3,6,8

- Train and calibrate all administrators to our Evaluation framework and effective feedback
- Review and enhance benefit and compensation structures
- Develop a Mentor and Induction program for early career teachers

Goal 4: Increase the Social-Emotional, Mental and Behavioral health supports for students:

Standards: 2,3,4

- Train all staff in Trauma-Informed Care and SEL data management system (DESSA)
- Train all staff in the Standard Response Protocol (Crisis management)
- Build capacity for Social-Emotional Learning through staff development
- Increase capacity for access to mental health supports through CCMH
- Increase capacity for behavioral supports in buildings and classrooms (implementation of 123 Magic, electronic behavior communication system, teacher supports in the classroom.

Goal 5: Ensure effective District governance through positive Board and community relations:

Standards: 2,5,7,8

- Build positive relationships with each board member
- Review and update Policies from OSBA
- Communicate concerns of the district in a timely manner
- Strengthen community relations and communication

memo

Vernonia School District 47J

To: Vernonia School District Board of Directors, Superintendent Jim Helmen
From: Marie Knight
Date: 9/8/2022
Re: September 2022 financial information

Comments: The Business Office has been busy with preparations for the new school year and are enjoying getting to know all the new hires. We have been busy working to support staff with purchasing as well as payroll and benefits enrollment.

Work is continuing work on the audit of 2021-2022; I will be spending the week of September 12 working with the auditors to complete the work.

The financial report included in your packet has a couple months of data but does not include accurate information for salary and benefit projections yet. Also the beginning fund balance that rolls over from 21-22 is still not set.

Thanks!

-Marie Knight

Business Manager, Vernonia School District 47J

VERNONIA SCHOOL DISTRICT 471
FUND 100 (GENERAL FUND) 2022-2023

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL	BUDGET	OVER (UNDER)
REVENUES	ACTUALS	ACTUALS	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE	ACTUAL/EST.
1111 Current Year Taxes	-	-	-	-	2,700,000	50,000	30,000	10,000	10,000	10,000	15,000	5,000	2,825,000	2,825,000	-
1112 Prior Year Taxes	-	-	10,000	10,000	20,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	75,000	75,000	-
1190 Penalties/Interest Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1500 Interest Income	305	-	1,000	1,000	1,000	1,000	695	500	500	500	500	500	7,500	8,000	(500)
1710 Revenue - Admissions	-	-	-	-	-	-	-	-	-	-	-	-	13,000	13,000	-
1710 Revenue - Fees	-	-	-	-	-	-	-	-	-	-	-	-	30,000	30,000	-
1910 Rentals	-	-	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	10,000	10,000	-
1920 Donations	-	-	-	-	-	-	-	-	-	-	-	-	30,700	30,700	-
1960 Prior Year Refunds	-	-	-	-	-	-	-	-	-	-	-	-	8,000	8,000	-
1980 Current Year Refunds	-	-	-	-	-	-	-	-	-	-	-	-	5,000	5,000	-
1980 Fees Charged to Grants	-	-	-	-	-	-	-	-	-	-	-	-	25,000	25,000	-
1990 Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-	28,000	28,000	-
1994 Medicaid Admin Claim	-	-	-	-	-	-	-	-	-	-	-	-	82,257	82,257	-
1995 E-Rate	-	-	-	-	-	-	-	-	-	-	-	-	75,000	75,000	-
2101 County School Fund	-	-	-	-	-	-	-	-	-	-	-	-	60,208	60,208	-
2102 General Ed Service Dist	-	-	-	-	-	-	-	-	-	-	-	-	20,000	20,000	-
2105 Natural Gas and Minerals	-	-	-	-	-	-	-	-	-	-	-	-	60,500	60,500	-
2201 NW ESD Credits	-	-	-	-	-	-	-	-	-	-	-	-	20,000	20,000	-
3101 State School Fund Grant	682,598	341,230	349,490	349,490	349,490	349,490	349,490	349,490	349,490	349,490	349,490	-	4,169,238	4,169,238	0
3103 Common School Fund	-	-	-	-	-	-	-	-	-	-	-	-	59,817	59,817	(0)
3104 State Timber Revenue	-	-	-	-	-	-	-	-	-	-	-	-	650,000	650,000	-
3199 Other Un-Restricted Grants-In-aid	-	-	-	-	-	-	-	-	-	-	-	-	35,000	35,000	-
3299 Other Restricted Grants-In-aid	-	-	-	-	-	-	-	-	-	-	-	-	40,000	40,000	-
5200 Transfer of Funds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5400 Beginning Fund Balance	-	-	600,000	-	-	-	-	-	-	-	-	-	600,000	600,000	-
TOTAL REVENUE	682,903	341,230	961,490	361,490	3,071,490	406,490	386,185	365,990	365,990	365,990	370,990	1,198,725	8,878,963	8,901,719	(500)

EXPENDITURES	ACTUALS	ACTUALS	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE	ACTUAL/EST.
100-Salaries	45,726	86,748	325,000	325,000	325,000	325,000	325,000	325,000	325,000	325,000	325,000	325,000	820,000	3,877,474	24,753
200-Payroll Costs	22,518	45,361	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	300,000	2,179,038	11,160
300-Contracted Services	47,438	76,080	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	1,874,093	1,858,013	(16,080)
400-Supplies	8,069	49,706	25,000	25,000	25,000	25,000	25,000	15,000	10,000	10,000	5,000	2,340	225,115	200,409	(24,706)
500-Equipment	-	-	-	-	-	-	-	-	-	-	-	-	10,000	10,000	-
600-Other (ins., fees)	112,567	7,956	1,000	1,000	1,000	1,000	1,000	6,000	1,000	1,000	1,000	1,000	139,523	149,600	24,078
700-Transfers	-	-	-	-	-	-	-	-	-	-	-	-	142,433	142,433	(1)
contingency/unappropriated	-	-	-	-	-	-	-	-	-	-	-	-	-	450,000	-
TOTAL EXPENDITURES	236,318	265,850	726,000	726,000	726,000	726,000	726,000	721,000	711,000	711,000	706,000	1,441,348	8,422,516	8,901,719	

PROFIT/LOSS	ACTUALS	ACTUALS	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE	ESTIMATE	ACTUAL/EST.
	446,585	75,380	235,490	(364,510)	2,345,490	(319,510)	(339,815)	(355,010)	(345,010)	(345,010)	(335,010)	(242,623)	456,447		

RUNNING TOTAL	521,965	757,455	392,945	2,738,435	2,418,925	2,079,110	1,724,100	1,379,090	1,034,080	699,070	456,447				
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projected ending fund balance

ADMW ADMW EST ACTUAL % of BUDGET MORE(LESS) #DIV/0! #DIV/0! -

August 2022 Maintenance Report

Alarm Related Calls:

14

Facility Use:

Fall sports begins, in-service, meet the parents. WOEC. Blood drive.

Projects/Work for the Month

*Mist monthly maintenance:

* Clean Mist for the start of school.

* Kitchen warmer was not holding temps, tech ordered parts. (still waiting on parts)

*Dirt samples for the softball field: Results came in. The cost is too much. We will have to find some place in the middle and do some of the suggestions.

Tap Grant: Meeting: Went well with Marie and Paul. We will move forward with this company to do the work.

*Summer cleaning update: Summer is over, so we better be ready by now. The team has worked very hard and there will be new requests by staff in these final hours. I believe the school is ready for Tuesday. We will be back to our regular custodial work schedules. We are also looking forward to having students back in our facility.

*Organizing the chair storage room: Completed, It may not stay that way long but for today, we are good.

*Biomass seasonal service is completed. I have also scheduled our first load of fuel before the price increase.

*Condenser/gas boiler has been serviced and dialed in, ready for the new season.

*House: has had the moving and changes completed.

* Filters have been changed throughout the district.

*Board report.

*Broken windows: Glass has been ordered and will be replaced asap. No danger to students. Does not appear to be vandalism.

*Looking at changing monitoring/security companies. Still in the works.

*Shop Air filtration system: Filters and replacement units came in this week. I will install it next week.

* Moved the district offices and the High School/Middle school offices, Spenser health> Did some demo and painted mishells new office

* Working with contractors to get needed work done for new District offices on needed construction.

*This past week: My staff worked with teachers and admin on in-service, and helping staff with classroom set up.

*Programming and key set up for new hires.

*Change out keyways for Mist to match Vernonia.

*Repaired wall pads in the big gym.

*Repaired backboard pads in the big gym.

*went through all classrooms and replaced bad student desks with upgrade ones that we got from woodburn S.D.

Weekly/Monthly

- *Equipment repair: regular maintenance weekly
- *AED inspections and testing
- *Generator quarterly maintenance and testing monthly
- *The lighting and security schedule changed about once a month as times change
- *Shop work
- *Custodial meetings
- *IPM inspections
- *Inspect roof units (weekly)
- *Fire extinguisher inspection (Monthly)
- *Generator testing (monthly)
- *Playground inspections (Monthly)
- *Paperwork (weekly)

Miscellaneous:

I check facilities/systems, check emails and handle miscellaneous or minor repairs. The remainder of the day I try to get caught up on any maintenance/grounds items and or assist staff, students and admin with day to day needs that arise. Along with ordering, reports and follow ups with customers and suppliers. Weekly/monthly /facility inspections.

Vandalism:

Damaged bottle filling station in basement. student desks damaged (2)

Thank you

Mark Brown

Facility/Maintenance/Grounds Supervisor/IPM Coordinator

Vernonia School District

971-297-6403

Vernonia School District

Superintendent Evaluation Timeline for 2022-23

ACTION	DATE	PERSON(S)
Board/superintendent review the evaluation process standards, (additional goals, if any), and timelines to be used this school year. Board formally adopts all of these in open session.	9/8	Board & Superintendent
Superintendent reports interim progress on evaluation standards (also goals, if any) to the board. Any specific feedback from board to the superintendent can be done in executive session. (see below)	10/13 11/10 12/8	Superintendent
Evaluation documents are sent to individual board members for their individual evaluation of the superintendent.	1/26	Board Secretary or designee
Evaluation documents sent to board /superintendent to be completed and returned to the board secretary (or designee) by 2/9. Results must be compiled by the 2/16 board meeting.	2/9	Board Secretary or designee
Superintendent presents their self-evaluation and/or “artifacts of evidence” of performance to the Board. Superintendent exits upon completion. Board members discuss their individual evaluations and develop the board’s written summative evaluation. (speak with one voice).	2/16*	Board & Superintendent
ONLY IF NEEDED & NOT FINISHED ON 2/16: Board members meet to discuss their evaluations and develop the board’s official written summative evaluation document(s) that will be shared with the superintendent.	2/23*	Board
Board chair or designee presents draft of the summative evaluation prior to the 3/9 board meeting. Details of the evaluation will be discussed with the whole board at the upcoming executive session. This is a preview copy.	2/28	Board Chair (or designee)
Board and superintendent meet to discuss and clarify the summative evaluation document. Superintendent exits executive session. Changes to the evaluation may be made at this time. Board votes in open session to approve the summative evaluation. A copy of the final written summative evaluation form is placed in the superintendent’s personnel folder.	3/9	Board & Superintendent
Notify superintendent of contract extension/non-extension (if applicable)	3/15	Board
Superintendent/board set evaluation goals for upcoming year. (open session). Board/superintendent review the evaluation process (including feedback from targeted feedback survey if being used), standards (additional goals if any) and timelines to be used this school year. Board formally adopts all of these in open session.	4/13	Board & Superintendent
Superintendent reports interim progress on evaluation goals/standards to the board. Any specific evaluative feedback from the board to the superintendent can be done in executive session.	7/13 10/12 1/11	Superintendent

*denotes a special meeting. All other meetings are regular meetings. Evaluation meetings may be held in executive session unless otherwise requested by the superintendent to be done in open session ORS 192.660 (2) (i). **(This is noted above with bold italics.)** This adopted timeline shall serve as notice to the superintendent of the pending stated executive sessions within this document.



SUPERINTENDENT EVALUATION WORKBOOK

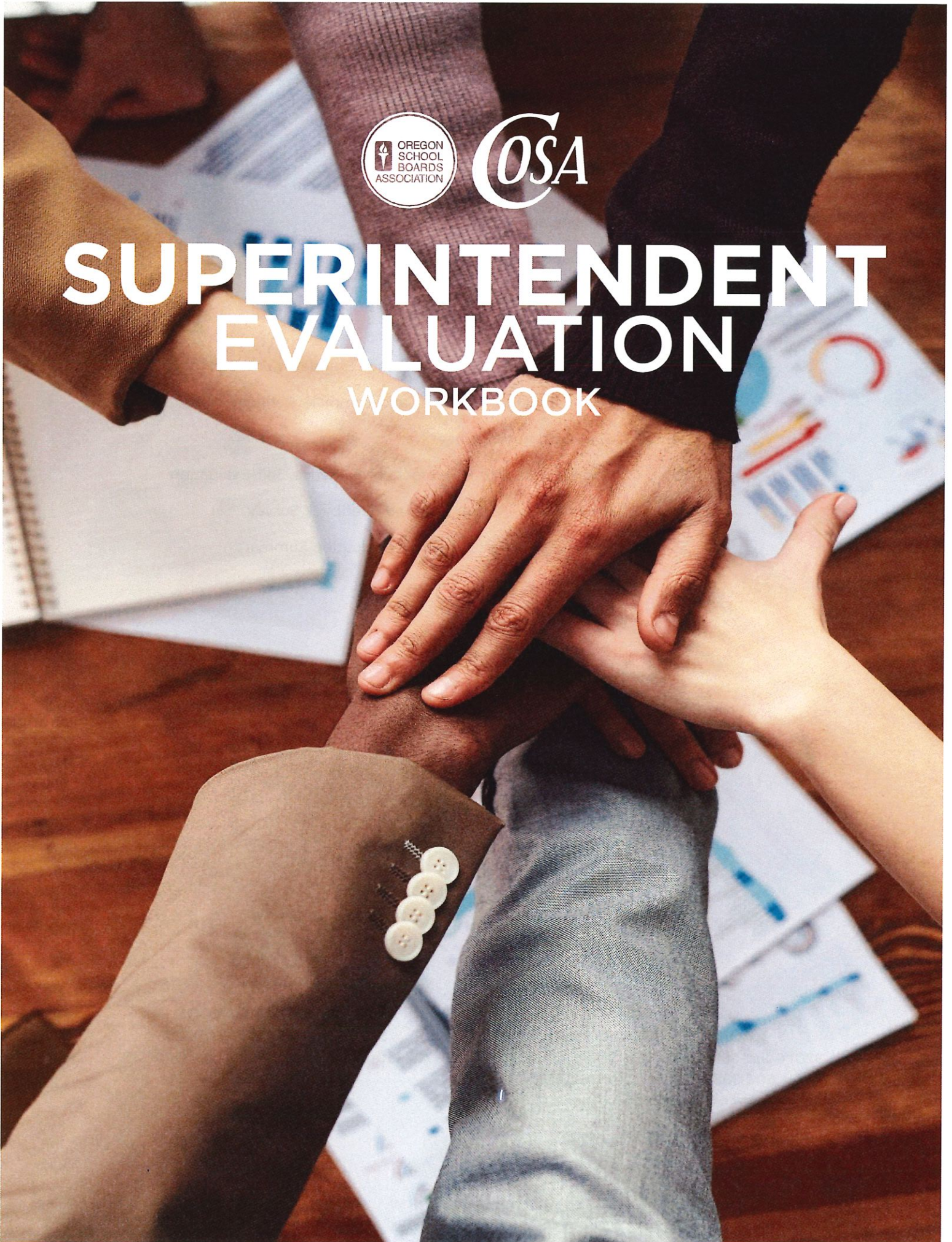


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**OREGON SCHOOL
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rev 6/2020

June 1, 2020

Dear Oregon School Boards and Superintendents,

The research is clear — a healthy and productive relationship between a school board and its superintendent is essential to the sustained success of any school district or ESD. Simply put, when superintendents and school boards work effectively together, especially over the long term, their schools and students do better.

The role of the superintendent is critical — and together with support provided by the school board through constructive direction, guidance and evaluation of the superintendent, sets the foundation and ensures success. The evaluation of the superintendent is the responsibility of the school board. This OSBA and COSA endorsed process is intended to guide the evaluation process between the school board and their superintendent with a collaborative approach that is designed to continuously improve not only the performance of the superintendent, but also the system they lead. The evaluation of the superintendent, if done well, should provide useful feedback to the superintendent, as well as clear accountability for the superintendent and the school board.

In the 2019-20 school year, OSBA and COSA partnered to produce this co-endorsed superintendent evaluation process. The purpose of this endeavor was to bring clarity and consistency to school boards' performance expectations of superintendents and to provide guidance to boards and superintendents for an effective evaluation process based on evidence-based practices and continuous improvement. The process for developing this handbook included many opportunities for superintendents and school board members to provide input.

The responsibility for evaluating the superintendent resides with the school board; however, this process should be done in a collaborative manner. School boards may choose to work with a consultant to assist them in this process. This process should be an iterative cycle that helps guide and focus the key work in Oregon districts and supports the continuous improvement of Oregon superintendents.

Sincerely,



Jim Green, OSBA Executive Director



Craig Hawkins, COSA Executive Director

SUPERINTENDENT EVALUATION OVERVIEW

Selecting the superintendent and evaluating their performance is one of the school board's most important responsibilities.

This workbook is designed to help boards and superintendents navigate the evaluation process together and it is intended to be collaborative and keep the board's role at the forefront.

A HIGH-QUALITY SUPERINTENDENT EVALUATION:

- develops good board/superintendent relationships
- clarifies roles
- identifies superintendent professional development opportunities
- provides a mechanism for public accountability
- provides input and feedback to the superintendent to guide continuous improvement

PERFORMANCE EVALUATIONS ARE MOST EFFECTIVE WHEN THEY ARE DESIGNED AND USED FOR:

- strengthening the board/superintendent relationship
 - reviewing past performance
 - communicating future expectations and goals
 - determining future professional development for the superintendent
 - making ongoing employment decisions (contract extension and compensation)
-

FIVE-PART EVALUATION TOOL

OSBA and COSA have developed a five-part tool for evaluating superintendents.

- **PART 1 SUPERINTENDENT PERFORMANCE STANDARDS. (Appendix A)**
These are based on the Professional Standards for Educational Leaders (PSEL, 2015) and District Level National Educational Leadership Preparation Standards (NELP, 2018) and augmented by standards jointly developed by the Coalition of Oregon School Administrators (COSA) and the Oregon School Boards Association (OSBA).
- **PART 2 SUPERINTENDENT GOALS. (Appendix B)**
This section evaluates progress toward the superintendent's goals established by the board and superintendent at the beginning of the evaluation cycle.
- **PART 3 EVIDENCE OF PERFORMANCE. (Appendix C)**
This consists of the superintendent's self-evaluation and their regular reporting to the board on progress toward standards and goals. This area may be supported by artifacts or documents specifically in those areas where the board may lack direct knowledge.

- **PART 4 FEEDBACK ON PERFORMANCE. (OPTIONAL, Appendix D)**

This consists of a targeted feedback survey (TFS)¹ of the superintendent's performance by selected staff and members of the community that have frequent, consistent interactions with the superintendent.

- **PART 5 EVALUATION SUMMARY. (Appendix E)**

This is the summary of the evaluation the board writes to share its unified message with the superintendent and the public.

School board members typically complete ratings in Parts 1 and 2 individually and should consider information gathered in Parts 3 and 4 (if used) in these ratings. The individual board member ratings are then compiled and summarized into one comprehensive evaluation. Part 5 is a written report given by the board for discussion with the superintendent and placed in the superintendent's personnel file. A summary of the evaluation is shared with the public at the conclusion of the formal evaluation cycle. It is important that the board speak with one voice that represents the consensus of the board.

HOW CAN WE EVALUATE OBJECTIVELY AND FAIRLY?

Objective and fair evaluations take into consideration policy, the superintendent's employment contract, standards, goals, articles of evidence and targeted feedback surveys. At the beginning of each evaluation cycle, the board should review the superintendent's contract and its own policy regarding superintendent evaluation. With that information, the board then determines the criteria, process and timeline so there are no surprises when the formal evaluation occurs. To be fair and objective, boards should only introduce additional criteria during the year in extenuating circumstances and should follow policy CBG for guidance on doing so. **It is the board's responsibility to ensure that policy and contractual timelines are met.**

DOCUMENTATION

The processes outlined in this workbook are more than a checklist. They require the objective consideration of evidence demonstrating the degree to which each standard has been met. This evidence can be through direct interaction and observation of the superintendent's performance or may be obtained through the superintendent's self-evaluation and/or information gained through a targeted feedback survey. Documentation may be provided by the superintendent orally, as written lists, or as specific documents. Some boards and superintendents may select an artifacts of evidence approach¹.

EVALUATION CONFERENCES AND CHECK-INS

Face-to-face conversations between the board and superintendent during the evaluation cycle are essential to an effective process. Regular reports to the board by the superintendent and check-in meetings should occur at least quarterly throughout the year. This provides the superintendent and board an opportunity to be updated on the superintendent's progress toward meeting the goals and performance standards, and to provide feedback on any concerns the board might have. This also allows the superintendent an opportunity to seek further guidance and support from the board, or provide further clarification about the progress needed to meet the targets, and make mid-year corrections on the path to achieving goals and standards. The final evaluation conference is where the board and superintendent meet to discuss the superintendent's performance and an evaluation report is presented.

¹Described later in this workbook

SUPERINTENDENT EVALUATION AT A GLANCE

Time to start thinking about next year!



MARCH THROUGH AUGUST | PRE-EVALUATION

In collaboration with the superintendent, adopt all standards, goals and evaluation procedures. This includes adopting materials for Parts 1 and 2, and adopting a schedule for Parts 3 and 4 (if used).

AUGUST THROUGH MARCH* | CHECK-IN MEETINGS

Check-in meetings occur at least quarterly. These check-ins give the superintendent the opportunity to provide information related to goals and standards, and for the board to ask questions about progress and provide additional guidance and support. This also includes a final check-in in which the superintendent can present their self-evaluation. These meetings are generally conducted in executive session. This correlates to Part 3.

JANUARY THROUGH MARCH* | GATHER INFORMATION

The superintendent's self-evaluation is presented to the board. Board members rate the superintendent on Parts 1 and 2 individually, and then compile ratings and comments into a summary document. If a targeted feedback survey is used, the survey would be conducted in this phase.

MARCH* | EVALUATION RESULTS

By March 15th, or at a date specified in the superintendent's contract, the board meets with the superintendent to review the evaluation results. This meeting is conducted in executive session unless the superintendent requests the meeting be conducted in public. Generally, the board crafts a short narrative statement about the evaluation to be shared at a regular board meeting. This correlates to Part 4.

MARCH* | EVALUATION CONCLUSION

The board adopts the short narrative summary in open session. This corresponds to Part 5.

*Review the superintendent's contract and district policy for any applicable deadlines.

PERFORMANCE RATINGS

PART 1 (In Appendix A) includes eight standards with descriptors. Board members should not rate descriptors but, rather, consider them as a whole in determining the overall rating for that performance standard.

The scoring guide for each standard uses the following four categories:

4 = ACCOMPLISHED | 3 = EFFECTIVE | 2 = DEVELOPING | 1 = INEFFECTIVE

Read each standard's descriptions carefully while considering your rating and select the score that most closely matches your judgment and the evidence provided of the superintendent's work in this area.

PART 2 (In Appendix B) includes any goals that were set for the superintendent during the evaluation cycle. The superintendent's goals should be rated with the same scale. It is highly recommended that the superintendent provides a self-evaluation on their performance in the standards, goals and any other criteria determined for the evaluation cycle. This self-evaluation and any accompanying evidence provided in Part 3 shall be provided to the board prior to conducting their evaluation of the superintendent's performance.

WRITTEN COMMENTS

Written comments from individual members of the board help clarify ratings on standards and goals; however, they are not intended as direct feedback to the superintendent. They may contribute to the board's one-voice message to the superintendent that can help clarify the evaluation feedback.

The written comments may be prepared by a board member or consultant working on behalf of the board. This provides the board with the opportunity to deliver specific constructive criticism and/or accolades and provides the superintendent with useful information for continuous performance improvement. Again, the board should speak with one voice in making written comments on the final evaluation report and summary to the superintendent and the community.

PUBLIC MEETINGS LAW

A governing body such as a school board, ESD board or community college board may hold an executive session to evaluate the job performance of its chief executive officer, so long as the person being reviewed does not request an open session (ORS 192.660(2)(i)). However, the executive session for evaluation does not allow the board to discuss the superintendent's salary, conduct a general evaluation of a district goal or give directives to personnel about district goals (ORS 192.660(8)). The governing body must give advance notice of the performance evaluation to allow the person whose performance will be evaluated to choose whether to conduct the evaluation in open session or executive session.

The Attorney General's Public Records and Meetings Manual states that disclosure of the performance evaluation for the chief executive officer generally is not an unreasonable invasion of privacy, and therefore disclosable to the public even though the actual evaluation was held in executive session. This disclosure is in contrast to the disclosure of a record of discipline about a public officer, which is conditionally exempt from disclosure. OSBA and COSA recommend that a narrative summary of the performance evaluation be presented to the public after the evaluation is complete.

TIMELINE AND ACTION

1. **PRE-EVALUATION** (March, April or as soon as a new superintendent begins employment)

Before the new evaluation cycle begins, and prior to the completion of the district's budget, the board should review any statutes, recent legislation, policies and the superintendent's contract for any specific criteria regarding evaluation that must be followed by the board. Following that review, the board and superintendent should mutually establish the evaluation timeline, process, and criteria (goals and expectations, and standards). The board and superintendent should meet to develop a clear set of goals for the superintendent that are related to the goals for the organization for the coming year. OSBA and COSA jointly recommend the performance standards provided in this document which are based on national standards for district leaders. In some cycles it is prudent for the board to emphasize and prioritize certain standards based on previous evaluations, the tenure of the superintendent or the strategic priorities of the district.

2. **CHECK-IN MEETINGS** (July, October and January or quarterly, based upon when a new superintendent begins employment)

The board and the superintendent meet to discuss the superintendent's progress toward meeting the formally-adopted goals, to talk about any specific concerns related to the superintendent's performance, and to offer support to the superintendent. It is recommended that the superintendent, in the January board meeting, provides the self-evaluation (Part 3) for board members to consider when they each complete Parts 1 and 2 of the process.

3. **GATHER INFORMATION** (By March 15 or date specified in contract)

Compiling results from individual board members can be confusing if there are conflicting perspectives; therefore, it is best done by discussion among all board members sitting together in executive session. Some boards work with a consultant to assist in the evaluation process including facilitating the TFS and compiling individual board member ratings into one unified rating. Since the superintendent works for the board (as a whole, not its individual members), it is critical that board members recognize the importance of coming to a consensus and speaking with one voice in the evaluation. The evaluation should result in areas for celebration, in steps for professional development for the superintendent, and in a plan for informing the community about the results of the evaluation and status of the district's goals.

4. **EVALUATION RESULTS** (March)

OSBA and COSA recommend that a narrative summary of the performance evaluation be presented to the public after the evaluation is complete. Before the beginning of the next evaluation year, the board and superintendent should meet to begin the next cycle of goal setting and evaluation, which allows the superintendent time to plan for the ensuing year. The goals should be formally adopted by the board and made public to keep the district and community informed.

5. EVALUATION CONCLUSION

In the final year of the superintendent's contract the board must provide notice of renewal or non-renewal by March 15 or a date specified in the contract (ORS 342.513). There may also be renewal provisions in the superintendent's contract, so boards should review the contract for any additional requirements. If you have questions regarding the terms and renewal provisions in the superintendent's contract or are considering nonrenewal, we recommend that you consult with legal counsel. The superintendent evaluation process provides the board with an opportunity to share the school district's progress with the community. A short summary of the board's evaluation of the superintendent should be prepared based on the data and evidence gathered in the evaluation process.

HOW WILL AN INDIVIDUAL FILLING THE DUAL ROLES OF SUPERINTENDENT AND PRINCIPAL BE EVALUATED?

"An individual filling the dual roles of principal and superintendent is a superintendent who has some principal duties, and therefore need only be evaluated as a superintendent. Since the superintendent role supersedes the principal role and superintendents are not included under the evaluation requirements for SB 290, it is up to local school boards to determine how these individuals are evaluated." ([ODE Teacher and Administrator Evaluation and Support Systems Frequently Asked Questions](#), Revised August 2018, Question #8.)

PERTINENT OREGON REVISED STATUTES (ORS) AND OREGON ADMINISTRATIVE RULES (OAR)

ORS 192.660 Executive sessions permitted on certain matters; procedures; news media representatives' attendance; limits.

- (1) ORS 192.610 to 192.690 do not prevent the governing body of a public body from holding executive session during a regular, special or emergency meeting, after the presiding officer has identified the authorization under ORS 192.610 to 192.690 for holding the executive session.
- (2) The governing body of a public body may hold an executive session: ...
 - (i) To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing...
- (8) A governing body may not use an executive session for purposes of evaluating a chief executive officer or other officer, employee or staff member to conduct a general evaluation of an agency goal, objective or operation or any directive to personnel concerning agency goals, objectives, operations or programs.

OAR 199-040-0020 Permitted Topics for Executive Session

- (3) Compensation, including salaries and benefits, must not be discussed or negotiated during an executive session under ORS 192.660(2)(a), (b) or (i).

ORS 342.513 Renewal or nonrenewal of contracts for the following year.

- (1) Each district school board shall give written notice of the renewal or nonrenewal of the contract for the following school year by March 15 of each year to all teachers and administrators in its employ who are not contract teachers as defined in ORS 342.815 (Definitions for ORS 342.805 to 342.937). In case the district school board does not renew the contract, the material reason therefore shall, at the request of the teacher or administrator, be included in the records of the school district, and the board shall furnish a statement of the reason for nonrenewal to the teacher or administrator.
- (2) This section is not effective unless teachers or administrators notify the board in writing on or before April 15 of acceptance or rejection of the position for the following school year.

ORS 342.120(1) "Administrator" includes but is not limited to all superintendents, assistant superintendents, principals and academic program directors in public schools or education service districts who have direct responsibility for supervision or evaluation of licensed teachers and who are compensated for their services from public funds.

OREGON SCHOOL BOARDS ASSOCIATION SELECTED SAMPLE POLICY CBG

Adopted:

EVALUATION OF THE SUPERINTENDENT

The board will formally evaluate the superintendent's job performance at least once each year. The evaluation will be based on the administrative job description, any applicable standards of performance, board policy and progress in attaining any goals for the year established by the superintendent and/or the board.

Additional criteria for the evaluation, if any, will be developed at a public board meeting prior to conducting the evaluation. The superintendent will be notified of the additional criteria prior to the evaluation.

The board's discussion and conferences with and about the superintendent and their performance will be conducted in an executive session, unless the superintendent requests a session open to the public. Such an executive session will not include a general evaluation of any district goal, objective or operation. Results of the evaluation will be written and placed in the superintendent's personnel file.

At the board's discretion, it may notify the superintendent in writing of specific areas to be remedied, and the superintendent may be given an opportunity to correct the problem(s). Where the board provided written notice pursuant to the prior sentence, if the board determines the superintendent's performance remains unsatisfactory, the board may dismiss or non-renew the superintendent pursuant to board policy, the superintendent's employment contract and state law and rules. In those situations where the superintendent's employment contract includes an evaluation, dismissal or non-renewal provision, it shall take precedence over this policy.

END OF POLICY

LEGAL REFERENCE(S):

ORS 192.660(2), (8)

ORS 332.107

ORS 332.505

ORS 342.513

ORS 342.815

OAR 581-022-2405

Hanson v. Culver Sch. Dist. (FDAB 1975).

(There are no OSBA-recommended Administrative Regulations (ARs) associated with this policy. If your district has an AR for this policy, we recommend you delete it.)

POST-EVALUATION TASKS

As soon as one evaluation cycle is complete, a new one begins. It is important that the momentum from the previous cycle be maintained and that a new cycle with standards, goals and expectations begins immediately.

Based on the outcomes of the previous year's goals, as well as current and future district initiatives, the superintendent should draft goals for the next evaluation period, which the board should consider, discuss, potentially amend, and then formally adopt. This must be done in open session. These goals should be measurable and should reflect the superintendent's role in the overall vision and/or goals of the district.

The board should ensure that the standards, process, components and timeline that the board adopts are consistent with evaluation language in the superintendent's contract. This should be done prior to adopting the process and tool for the new cycle.

The board should also adopt the standards to measure the superintendent's performance, the timeline of the new evaluation cycle and determine whether a targeted feedback survey will be conducted as part of the evaluation cycle.

A critical element of the evaluation cycle is scheduling designated evaluative check-ins between the board and superintendent, which may take place in executive session if they meet legal criteria. This allows the conversation to occur candidly. These are more than just updates at board meetings; these check-ins are meant to focus specifically on the superintendent's performance throughout the year, reflecting progress on goals, performance against standards and any specific concerns the board may have.

An overall performance evaluation should never be a surprise to a superintendent or the board; evaluative check-ins throughout the year allow the superintendent to understand the board's perspective on the superintendent's performance, make any course corrections necessary, and ask for support where needed. We recommend that these check-ins occur quarterly and be embedded in the evaluation timeline adopted by the board.

TIMELINE

MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
	JAN.	FEB.	MAR.		APR.				

PRE-EVALUATION

Adopt all standards, goals and evaluation procedures. This includes adopting materials for Parts 1 and 2, and adopting a schedule for Parts 3 and 4.

CHECK-IN MEETINGS

We recommend that these occur at least quarterly. These check-ins give the superintendent the opportunity to provide information related to goals and standards, and for the board to ask questions about progress. This also includes a final check-in in which the superintendent can present their self-evaluation. These are generally done in executive session. This correlates to Part 3.

GATHER INFORMATION

Board members rank the superintendent on Parts 1 and 2. If the board chose to have additional stakeholders fill out surveys or provide information, now is the time to conduct those surveys.

EVALUATION RESULTS

APPENDICES

APPENDIX A

PART 1

EVALUATION COMPONENT PERFORMANCE STANDARDS

INSTRUCTIONS

1. Following are descriptors of each of the eight performance standards. Each board member should rate all eight of the performance standards. Performance indicators are listed below each performance standard. These performance indicators suggest objective measures to consider. Do not rate each performance indicator separately; only rate the overall performance standard.
2. Your comments in support of your rating will be helpful during the board discussion for preparation of a summary evaluation form.
3. The board will meet in executive session to discuss the results and prepare a final summary evaluation form representing the consensus of the board.
4. The superintendent will be presented with the final summary report from the full board, not the individual evaluation forms. It is important that the board speak with one voice in evaluating the superintendent.

SUPERINTENDENT EVALUATION STANDARDS AND DESCRIPTORS

KEY:

4 = ACCOMPLISHED PERFORMANCE

Performance in this area is routinely outstanding and acts as a model for others.

3 = EFFECTIVE PERFORMANCE

Performance in this area consistently meets the standard.

2 = DEVELOPING

Performance occasionally meets the standard but is not yet consistent.

1 = INEFFECTIVE

Performance currently does not meet the standard.

Rate each of the following superintendent standards based on national standards (NELP). If you have no basis for a rating, please mark "NA" for not applicable. Support your ratings with comments for each section.

STANDARD 1

VISIONARY DISTRICT LEADERSHIP

DESCRIPTORS

- Leads a collaborative process with the board to design (or reaffirm) the district mission and vision that reflects a core set of values and priorities.
- Leads the diverse stakeholder involvement in the development (or revision) of the district's continuous improvement plan based upon the district's mission and vision.
- Implements the district's continuous improvement plan and communicates its progress.

RATING



COMMENTS

STANDARD 2

ETHICS AND PROFESSIONAL NORMS

DESCRIPTORS

- Ensures ethical decisions and cultivates professional norms and culture including equity, fairness, integrity, transparency, trust, collaboration and perseverance.
- Makes ethical and legal recommendations to the board.
- Models ethical behavior in their own conduct and cultivates ethical behavior in others.

RATING



COMMENTS

STANDARD 3

INCLUSIVE DISTRICT CULTURE

DESCRIPTORS

- Develops and maintains a supportive, equitable, culturally responsive and inclusive district culture.
- Evaluates, cultivates and advocates for equitable access to safe and nurturing schools, and the opportunities and resources necessary to support the success and well-being of each student.
- Ensures equitable, inclusive and culturally responsive instructional and behavioral support practices among teachers, administrators and staff.

RATING



COMMENTS

STANDARD 4

CULTURALLY RESPONSIVE INSTRUCTIONAL LEADERSHIP AND IMPROVEMENT

DESCRIPTORS

- Evaluates, designs, fosters and implements coherent systems of curriculum instruction, supports, assessment and instructional leadership.
- Implements coordinated systems of support, including coaching and professional development for staff.
- Manages an appropriate system of assessments, data collection and analysis that supports instructional improvements, equity, student learning and well-being, and instructional leadership.
- Ensures instruction throughout the district utilizes culturally responsive practices and all staff are trained.

RATING



COMMENTS

STANDARD 5

COMMUNICATION AND COMMUNITY RELATIONS

DESCRIPTORS

- Develops and implements effective and collaborative systems that engage multiple and diverse stakeholder groups.
- Engages and effectively communicates with diverse families, community partners and other constituencies to strengthen student learning.
- Cultivates relationships and partnerships with members of the business, civic and local government in support of their advocacy for district, school and community needs.
- Goes beyond the district and local community to advocate for students at the county, regional and/or state level.

RATING 

COMMENTS

STANDARD 6

EFFECTIVE ORGANIZATIONAL MANAGEMENT

DESCRIPTORS

- Implements equitable strategies, processes and systems to recruit, hire, develop and retain high-performing personnel who demonstrate a shared commitment to student success.
- Establishes productive relationships with associations while managing labor relations and contracts effectively.
- Creates and maintains organizational structures that maximize the district's capacity to positively impact student learning.
- Creates a comprehensive system of professional development for all staff to continuously improve and increase their leadership capacity.

RATING



COMMENTS

STANDARD 7

EFFECTIVE FINANCIAL MANAGEMENT

DESCRIPTORS

- Develops a proposed budget in accordance with board priorities and district direction.
- Manages the equitable implementation of district resources aligned with the budget adopted by the board.
- Communicates the budget priorities and ensures regular updates on implementation of the budget.

RATING



COMMENTS

STANDARD 8

POLICY, GOVERNANCE AND ADVOCACY

DESCRIPTORS

- Develops relationships, leads collaborative decision-making and governance, and represents and advocates for district needs in local, county and state policy conversations.
- Cultivates a respectful and responsive relationship with the district board of education focused on achieving the shared mission and vision of the district.
- Implements, maintains and communicates district, state and national policy, laws, rules and regulations to staff, board and other appropriate stakeholders.

RATING



COMMENTS

APPENDIX B

PART 2

EVALUATION COMPONENT GOALS

INSTRUCTIONS

In addition to the performance standards, boards and superintendents may wish to develop one to three specific superintendent goals to be used in the evaluation process. These goals should be based on the superintendent's previous evaluation and/or the district's current strategic initiatives or goals. Ideally, these goals should be developed collaboratively. The superintendent's goals should reflect his/her role in achieving the overall goals of the district but are not the same as the overall district goals.

1. Each board member should rate the superintendent's performance in meeting their evaluative goals agreed to by the superintendent and the board at the beginning of the evaluation process.
2. Your comments in support of your rating will be helpful during the board discussion for preparation of a summary evaluation report.
3. The board will meet in executive session to discuss the results and prepare a final summary evaluation report representing the consensus of the board.
4. The superintendent will be presented with the final summary report from the full board, not the individual evaluations. **It is important that the board speaks with one voice in evaluating the superintendent.**

SAMPLE GOAL STATEMENT 1:

PERFORMANCE INDICATORS:

(Insert indicators of success here)

1.1

1.2

1.3

1.4

1.5

SUMMARY RATING – GOAL 1: *(check one)*

4

3

2

1

N/A

COMMENTS:

APPENDIX C

PART 3

EVALUATION COMPONENT ARTIFACTS OF EVIDENCE/SELF-EVALUATION

The superintendent may be asked to provide additional information to support the board in their evaluation of the performance standards/evaluation goals. In an ideal board-superintendent relationship the board may have very little direct knowledge of the superintendent’s day-to-day operations. Artifacts of evidence are intended to give the board objective information concerning specific performance standards/evaluation goals. The following table is intended to give some possible examples for each standard; this is not intended to be an exhaustive list. These artifacts may be collaboratively identified at the beginning of the evaluation cycle by the board and superintendent. Artifacts of evidence may also be used in the informal check-in process throughout the performance cycle.

STANDARD 1: VISIONARY DISTRICT LEADERSHIP

DESCRIPTORS	ARTIFACTS
<ul style="list-style-type: none"> • Leads a collaborative process with the board to design (or reaffirm) the district mission and vision that reflects a core set of values and priorities. • Leads the diverse stakeholder involvement in the development (or revision) of the district’s continuous improvement plan based upon the district’s mission and vision. • Implements the district’s continuous improvement plan and communicates its progress. 	<ul style="list-style-type: none"> • Evidence of how you have constructed and enacted an equity vision and mission across the district and community: <ul style="list-style-type: none"> · Newspaper, school banners, website, photo, or other media · Actions communicating clear and coherent vision: newsletter, professional development, etc. · Meetings or presentations to collaborate and implement vision, mission, goals and plans • Models learning through attending professional development opportunities and applying knowledge (transparency) • Presentation of at least one plan (e.g., CIP or SIA application) • Resources are clearly aligned with the vision and strategic initiatives: <ul style="list-style-type: none"> · Budget examples of how funds support the vision/strategic initiatives · Staffing patterns that reflect where there is an identified need · Data support goals that are aligned to student learning and growth • Personalized SMART goals focused on student learning and achievement that are specific enough to address short- and long-term plans

STANDARD 2: ETHICS AND PROFESSIONAL NORMS

DESCRIPTORS

- Ensures ethical decisions and cultivates professional norms and culture including equity, fairness, integrity, transparency, trust, collaboration and perseverance.
- Makes ethical and legal recommendations to the board.
- Models ethical behavior in their own conduct and cultivates ethical behavior in others.

ARTIFACTS

- Agendas and/or minutes from meetings (e.g., community planning, key communicators/advisory meetings, administrative, curriculum team, District Leadership Team, etc.) that demonstrate transparency and equitable practices
- Evidence of ability to confront conflict and build consensus
- Record of solicitation of feedback (collaboration and transparency) and evidence of reflective practice and adaptation
- Reflective journals and evidence of adaptive behavior
- Equity and inclusion plan
- Agendas and/or minutes from meetings that demonstrate collaboration with external partners

STANDARD 3: INCLUSIVE DISTRICT CULTURE

DESCRIPTORS

- Develops and maintains a supportive, equitable, culturally responsive and inclusive district culture.
- Evaluates, cultivates and advocates for equitable access to safe and nurturing schools, and the opportunities and resources necessary to support the success and well-being of each student.
- Ensures equitable, inclusive and culturally responsive instructional and behavioral support practices among teachers, administrators and staff.

ARTIFACTS

- Discipline trends (# of expulsions, days of suspension, disaggregated data by sub-groups and groups of interest, # of restraints/seclusions, etc.)
- Diversity training/awareness plan; evidence of an equity lens and implementation of the plan
- Sections in employee handbooks that demonstrate an inclusive district culture
- External reviews and audits (e.g., budget, nutrition, transportation, safety, OCR, etc.)
- Evidence that all student needs are addressed equitably
- Response to staff or public concerns/issues (documentation)
- State plans and reports (ELL, SPED, CIP, Title, etc.)
- Student learning data from a variety of sources (SBAC, benchmark/ interim assessments, etc.) to monitor progress and achievement (including disaggregated data)
- Uses data from a variety of sources to inform planning, management of resources, impact instruction and close achievement gaps (including disaggregated by sub-groups and groups of interest)
- Evidence of staff use of equitable instructional practices such as culturally responsive pedagogy and strategies

STANDARD 4: CULTURALLY RESPONSIVE INSTRUCTIONAL LEADERSHIP AND IMPROVEMENT

DESCRIPTORS

- Evaluates, designs, fosters and implements coherent systems of curriculum instruction, supports, assessment and instructional leadership.
- Implements coordinated systems of support, including coaching and professional development for staff.
- Manages an appropriate system of assessments and data collection, and analysis that supports instructional improvements, equity, student learning and well-being, and instructional leadership.
- Ensures instruction throughout the district utilizes culturally responsive practices and all staff are trained.

ARTIFACTS

- Agendas and/or minutes (e.g., community planning, key communicators/advisory meetings, administrative team, curriculum team, District Leadership Team, etc.)
- Common teacher instructional planning time (agendas, outcome date, samples, etc.)
- Comprehensive School/District Improvement Plan (CIP)
- Curriculum and/or instructional audit (documentation)
- Documentation of coaching and evaluation of administrative staff in instructional practices, curriculum and assessment
- Instruction related professional development/growth plans (with related data on student achievement)
- Models learning through attendance and application of knowledge from professional development opportunities (documentation)
- Evidence of annual review of district's mission statement and alignment to practice
- Evidence of teachers examining and using student achievement data to improve teaching/learning
- Facilitation of District Leadership Team (learning team with all levels of stakeholders from board to classified)
- Program evaluations that address areas of interest or concern (e.g., outreach, equity, behavioral supports, bullying/harassment, character education, etc.)
- Student learning data from a variety of sources (SBAC, benchmark/ interim assessments, etc.) to monitor progress and achievement
- Uses data from a variety of sources to inform planning, management of resources, impact instruction and close achievement gaps (including disaggregated by sub-groups and groups of interest)

STANDARD 5: COMMUNICATION AND COMMUNITY RELATIONS

DESCRIPTORS

- Develops and implements effective and collaborative systems that engage multiple and diverse stakeholder groups.
- Engages and effectively communicates with diverse families, community partners and other constituencies to strengthen student learning.
- Cultivates relationships and partnerships with members of the business, civic and local government in support of their advocacy for district, school and community needs.
- Goes beyond the district and local community to advocate for students at the county, regional and/or state level.

ARTIFACTS

- Evidence of participation in community/school events
- Accounts of school and district accomplishments and communications in various forms of public media (including website, newsletters, podcasts, public engagement documents, etc.)
- Administrative “calendar” – critical dates calendar (due dates, etc.) and board presentation cycle/annual reports
- Agendas and/or minutes (e.g., community planning, key communicators/advisory meetings, administrative team, curriculum team, collaborative group, stakeholder groups, District Leadership Team, etc.)
- Communication vehicles or methods that make the school vision visible to stakeholders including using technology, number of visits to website, etc.
- Formal or informal community partnership agreements and plans to support collaborative efforts to achieve district goals/priorities
- Memberships and participation with community organizations (e.g., PTA, city council, etc.)
- Participation in state, regional and national initiatives (documentation)
- Presentations to stakeholders (including civic groups, staff, parents, community groups, etc.)
- Response to public and/or stakeholder concerns/issues (documentation)
- Union collaboration (e.g., minutes, negotiations, grievances, etc.)
- Visible support for district goals and priorities from stakeholders and community leaders, such as educational foundation, civic clubs, city council, law enforcement, etc.
- An internal or external communication plan
- Schedules of staff meetings, administrative council meetings, etc.

STANDARD 6: EFFECTIVE ORGANIZATIONAL MANAGEMENT

DESCRIPTORS

- Implements equitable strategies, processes and systems to recruit, hire, develop and retain high-performing personnel who demonstrate a shared commitment to student success.
- Establishes productive relationships with associations while managing labor relations and contract effectively.
- Creates and maintains organizational structures that maximize the district's capacity to positively impact student learning.
- Creates a comprehensive system of professional development for all staff to continuously improve and increase their leadership capacity.

ARTIFACTS

- Staff recruitment and retention plan (including demographics to match student and community population)
- Union collaboration (minutes, negotiations, grievances, etc.)
- Uses data from a variety of sources to inform labor trends, negotiations and bargaining
- Hiring process (guidelines, procedures, schedules, plan for retention and recruitment, mentoring, focus on diversity, etc.)
- Staff attendance and retention rates
- Development plans for improving the capacity of leadership at all levels
- Documentation of coaching for instruction, curriculum, assessment and inclusion
- Meaningful engagement of staff to improve cultural competency and equitable practice (documentation)
- Staff evaluations are complete and include evidence of coaching and evaluation of administrative leaders

STANDARD 7: EFFECTIVE FINANCIAL MANAGEMENT

DESCRIPTORS

- Develops a proposed budget in accordance with board priorities and district direction.
- Manages the equitable implementation of district resources aligned with the budget adopted by the board.
- Communicates the budget priorities and ensures regular updates on implementation of the budget.

ARTIFACTS

- District budget reflects priorities and expectations
- Economic vision that includes participation with community development groups/stakeholders
- Enrollment trend forecasts
- External reviews and audits (e.g., budget, child nutrition, transportation, safety, etc.)
- Financial plan: end-of-year budget status report, three- to five-year plan, long-range plan, etc.
- Grants received/applied for that are aligned with goals of the district, plans for sustainability
- Program evaluations that address areas of interest or concern (e.g., outreach, equity, behavioral supports, bullying/harassment, character education, etc.)
- Construction project(s) management, including timelines, budgets and implementation techniques
- Policies/procedures for management of funds and other resources to make progress or achieve district goals

STANDARD 8: POLICY, GOVERNANCE AND ADVOCACY

DESCRIPTORS	ARTIFACTS
<ul style="list-style-type: none"> • Develops relationships, leads collaborative decision-making and governance, and represents and advocates for district needs in local, county and state policy conversations. • Cultivates a respectful and responsive relationship with the district board of education focused on achieving the shared mission and vision of the district. • Implements, maintains and communicates district, state and national policy, laws, rules and regulations to staff, board and other appropriate stakeholders. 	<ul style="list-style-type: none"> • Administrative team meeting agendas • Board and administrative goals • Board meeting agendas • Timeliness of board packets • Board policy and administrative regulation enforcement that is reflective of the vision with supporting materials • Collaborative partners (documentation) • Comprehensive District Improvement Plan • External reviews and audits (e.g., budget, policy, child nutrition, transportation, safety, etc.) • Onboarding plan for board members to understand roles and responsibilities • Meaningful interpretive reports of student achievement data delivered in accessible language • Notes from state officials • Participation in state, regional, national initiatives (documentation) • State plans and reports (ELL, SPED, CIP, Title, etc.) • State Report Card data (including disaggregated data by sub-groups and groups of interest) • Work with city council on city/school initiatives (documentation) • Participation in state off-the-record meetings, legislative priority meetings, Education Leadership Coalition meetings, etc.

APPENDIX D

PART 4

EVALUATION COMPONENT TARGETED FEEDBACK SURVEY

The targeted feedback survey (TFS) is an optional component meant to give the superintendent and board additional feedback about the performance of the superintendent. The process asks a “targeted” group of stakeholders for feedback via a survey, with questions tied to superintendent performance standards and goals. The board and superintendent should develop an agreed upon list of individuals that will receive the survey. An independent party should conduct the TFS and summarize the results of the survey to report back to the board.

Suggested participants in the TFS may include district administrators, school administrators, union leaders, teacher leaders, confidential staff, families and community leaders. Multiple participants reflect the collective wisdom of groups who work closely with the superintendent. The feedback survey provides a variety of stakeholders an opportunity to share their understanding of how the top education leader for their district is performing. It is highly recommended that participants have regular interaction with the superintendent in order to give helpful feedback via the survey.

STEPS FOR CONDUCTING A TARGETED FEEDBACK SURVEY

- **STEP 1**

It is recommended that the superintendent and board work with an independent consultant to determine the questions for the feedback survey. The consultant should administer the survey and provide the results to the board. Questions should reflect the superintendent’s goals, performance standards and district priorities; these are unique to each district. If you purchase this service, OSBA will work with the board to develop questions appropriate for each group of participants, administer the survey, collect the data and provide the information to the board for consideration in their evaluation of the superintendent.

- **PART 2**

The OSBA consultant will work with your board to develop questions for the TFS. The questions will be aligned to the standards in this workbook and should reflect the expected experience of each group being surveyed. For example, classroom teachers will have a different kind of communication with and access to the superintendent than families will; it is critical that survey questions be appropriately tailored to each group. The board should mitigate barriers to accessibility for the survey, particularly with respect to language and access to technology.

- **STEP 3**

Select the participants to respond to the TFS. The participants should represent an appropriate range of constituent groups that have regular interactions with the superintendent. Responses from participants should be anonymous. The number or participants should be manageable in terms of compiling the results.

- **STEP 4**

The OSBA consultant will distribute the feedback survey electronically with an introductory section explaining the purpose of the survey and assurance that the individual survey results are completely confidential. Approximately two to three weeks should be provided for survey responses to be completed. Frequent reminders may need to be sent to the survey group about completion of the survey.

- **STEP 5**

The OSBA consultant will review the survey results with the board in executive session, highlighting areas of strength identified in the survey and noting any areas for targeted focus and/or improvement.

- **STEP 6**

The board should utilize the survey results as one source of data when evaluating the superintendent. This information should be considered along with the superintendent's self-evaluation, artifacts of evidence and board members direct experience and observation of the superintendent's performance.

APPENDIX E

PART 5

SAMPLE EVALUATION SUMMARY

Below is a sample summary of a board's evaluation of its superintendent.

The board of directors of the (name) school district has completed the annual evaluation of Superintendent (name) for (year). All (number) board members have served on the board for at least one full year and have been able to observe and be a part of the successes achieved this year.

The evaluation focused on 1) eight professional standards and 2) superintendent goals.

Regarding the eight professional standards, we determined that Superintendent (name)'s performance was exemplary in the areas of visionary leadership, communications and community relations, and effective management. In the areas of policy and governance, curriculum planning and development and labor relations, the board felt his/her performance was strong. Instructional leadership, resource management and ethical leadership all received a rating of average.

The board determined that Superintendent (name) has done an outstanding job of attaining the goal set by the board and superintendent in August of last year to update and align the elementary language arts and reading curriculum. His/her success at achieving the goal of improving staff morale and retaining professional staff was rated good. Success in meeting the third goal, raising high school math competency and performance on tests, was also rated good.

[The board and superintendent chose to distribute a targeted feedback survey to members of the staff and community for feedback on his/her performance. The results of this survey were one source of data in the consideration of the performance of the superintendent. We have received the results of that feedback, which reflects that staff morale has improved and that significant curriculum results have been achieved at the elementary level. He/she also shared with us his/her desire to further improve staff morale and focus on bringing the community together in support of the schools.]

We will be working with Superintendent (name) over the next several weeks to develop goals for the superintendent aligned with our district goals and look forward to working together to continue the success of our district.



**OREGON SCHOOL
BOARDS ASSOCIATION**

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**COALITION OF OREGON
SCHOOL ADMINISTRATORS**

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**VERNONIA SCHOOL DISTRICT NO. 47J
PROFESSIONAL/PERSONAL SERVICES CONTRACT**

This Professional/Personal Services Contract (this "Contract") is between **VERNONIA SCHOOL DISTRICT NO. 47J** (the "District") and Linsey Zeller Antone ("Contractor") (collectively, the "Parties").
(Linsey Zeller)

The Parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be the date it is signed by the Parties. Unless earlier terminated as provided in Section 8, below, this Contract will terminate on June 16, 2023

Contractor's Agreement to Provide Services. Contractor agrees to provide the District with the services described in Exhibit A to this Contract.

Payment for Work. No payments shall be made until this Agreement is fully executed by both parties. Contractor is responsible for providing appropriate documentation of wages for BOLI prevailing wage when necessary. A W-9 must be on file with the District.

Contract Documents. The Contract Documents consist of the following documents, which are listed in descending order of precedence: this Contract and exhibits to this Contract, including:

- Exhibit A (Statement of Work, Compensation, and Payment Terms);
- Exhibit B (Certification Statement for Corporation or Independent Contractor);
- Exhibit C (Workers' Compensation Exemption Certificate for Contractors; to be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements);
- Exhibit D (Abuse and Sexual Misconduct Information and Reporting Requirements for Employees, Volunteers, Contractors & Agents);
- Exhibit E (Waiver Of Liability And Certification Of Compliance With Covid-19 Requirements);
- Exhibit F (Background Check Requirements); and

- Exhibit G (Insurance Requirements).

A conflict in the Contract Documents shall be resolved in the priority listed above, with this Contract taking precedence over all other Contract Documents.

STANDARD TERMS AND CONDITIONS

- 1. Time Is of the Essence.** Time is of the essence in the performance of this Contract.
- 2. Subcontract and Assignment.** Contractor shall not subcontract any of the work required by this Contract, or assign or transfer any of its interest in this Contract, without the prior written consent of the District, which may be withheld without cause. In addition to any other provisions the District may require, Contractor shall require that any subcontractor under this Contract be bound by all the same terms and conditions of this Contract. Such subcontracts are solely between Contractor and the subcontractor and shall not bind the District.
- 3. Other Contractors.** The District may undertake or award other contracts for additional or related work. Contractor shall fully cooperate with such other contractors and with any District employees regarding such work, and shall coordinate its performance under this Contract with such additional or related work. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by District employees.
- 4. Independent Contractor Status.** Contractor certifies that it is an independent contractor as set forth in Exhibit B. Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Contract.
- 5. No Third-Party Beneficiaries.** The District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract

gives or provides any benefit or right, whether directly, indirectly, or otherwise, to any third party.

6. Successors In Interest. The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their successors and approved assigns, if any.

7. Nonperformance. In the event of nonperformance under this Contract, the District, after seven days' written notice, shall have the right to obtain from other sources such products and/or services as may be required to accomplish the work not performed. The difference in cost, if any, for said work or goods shall be borne by Contractor. For purposes of this section, nonperformance shall be defined as failure to appear and perform work as specified and scheduled.

8. Early Termination. This Contract may be terminated at any time during the term of the Contract, as follows:

a. The District and Contractor, by mutual written agreement, may terminate this Contract at any time.

b. The District, in its sole discretion, may terminate this Contract for any reason on 30 days' written notice to Contractor.

c. Either the District or Contractor may terminate this Contract in the event of a breach of this Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate this Contract at any time thereafter by giving written notice of termination.

d. Notwithstanding subsection 8.c, the District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or nonrenewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.

9. Payment of Invoices.

a. Method of payment. Invoices shall not be issued prior to delivery of items/performance of service. Payment shall not be made prior to receipt of items/performance and invoice. Unless otherwise specified in Exhibit A, the Contractor will submit invoices monthly for services rendered and the District shall remit payment within 30 calendar days of receipt of invoice.

b. Payment on Early Termination. Upon termination under Section 8, payment shall be made as follows:

(i) If terminated under subsection 8.a or 8.b for the convenience of the District, the District shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. The District shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim that the District may have against Contractor.

(ii) If terminated under subsection 8.c by Contractor due to a breach by the District, then the District shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with this Contract.

(iii) If terminated under subsection 8.c or 8.d by the District due to a breach by Contractor, then the District shall pay Contractor for work performed prior to the termination date, provided such work was performed in accordance with the Contract, less any setoff to which the District is entitled.

10. Nondiscrimination (Required by ORS 279A.110). Contractor shall not discriminate against a subcontractor when awarding subcontracts because the subcontractor is a disadvantaged business enterprise, a minority-owned or women-owned business, an emerging small businesses certified under ORS 200.055, or a business that is owned by a service-disabled veteran.

11. Tax Compliance Warranty (Required by ORS 279B.045). Contractor represents and warrants that Contractor has complied with the applicable tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and

ORS chapters 316, 317, and 318. Contractor covenants that Contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this Contract. Failure by Contractor to comply with the applicable tax laws of this state or a political subdivision of this state before the execution of this Contract or during the term of this Contract is a default for which the District may terminate this Contract and seek damages and other relief available under the terms of this Contract or under applicable law.

12. Payment of Laborers. As required by ORS 279B.220, Contractor shall:

- a. Make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the work provided for this Contract;
- b. Pay all contributions or amounts owed to the Industrial Accident Fund by Contractor or subcontractors, if permitted, incurred in the performance of this Contract;
- c. Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; and
- d. Pay to the Department of Revenue all sums withheld from employees in accordance with ORS 316.167.

If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to it by any person in connection with this Contract as such claim becomes due, the District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds owed or to become owed to Contractor by reason of this Contract.

The payment of a claim in this manner shall not relieve Contractor or Contractor's surety, if any, from obligation with respect to any unpaid claims.

13. Condition Concerning Salvaging, Recycling, Composting, or Mulching Waste Material

(Required by ORS 279B.225). If this Contract involves lawn or landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible.

14. Hours of Labor, Pay Equity (Required by ORS 279B.020, 279B.235).

- a. Contractor shall pay its employees working under this Contract at least time-and-a-half pay for work performed on the legal holidays as set out in ORS 279B.020(1)(b)(B) to (G) and for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 (Definitions for ORS 653.010 to 653.261) to 653.261 (Minimum employment conditions; overtime; rules; meal periods; exemptions; penalty), or under 29 USC §§ 201 to 209, from receiving overtime.
- b. Contractor shall give notice in writing to its employees who perform work under this Contract, either at the time of hire, before commencement of work under this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- c. Contractor shall comply with ORS 652.220 (addressing the prohibition of discriminatory wage rates based on sex and that employer is not to discriminate against an employee who is a complainant). Compliance is a material element of this Contract. Failure to comply is a breach that entitles the District to terminate this Contract for cause.
- d. Contractor may not prohibit any of its employees from discussing the employee's wages, salary, benefits, or other compensation with another employee or another person, and Contractor may not retaliate against an employee who does so.

15. Payment for Medical Care and Workers' Compensation (Required by 279B.230).

- a. Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services, or other needed care and attention incident to sickness or injury to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services.

- b. All subject employers working under this Contract are either employers that will comply with ORS 656.017 (addressing workers' compensation) or employers that are exempt under ORS 656.126. If Contractor claims to be exempt, Contractor will complete the exemption certificate attached as Exhibit C.

16. Sexual Abuse and Misconduct Reporting and Training (ORS 339.370 to 339.400).

Contractor and its agents and employees providing services to the District under this Contract must be trained annually on sexual abuse and misconduct information and reporting as required by ORS 339.400(2), as outlined in the following District Policies and Administrative Regulations, which are incorporated by reference herein: JHFE, JHFE AR (1)-(3), JHFF/GBNAA, and JHFF/GBNAA-AR.¹ Contractor and Contractor's agents and employees shall comply with the District's Abuse and Sexual Conduct Information and Reporting Requirements attached as Exhibit D.

17. Non-Appropriation/Adequate Funding.

- a. If payment for work under this Contract extends into the District's next fiscal year (July 1 to June 30), the District's obligation to pay for such work is subject to appropriation of budgeted funds sufficient to fund this Contract by the District board of directors.
- b. Continuation of this Contract, at specified levels, is conditioned on adequate funding under the District's budget adopted in June of each year. The District reserves the right to adjust the level of services in accordance with funding levels adopted.

18. COVID-19. Contractor shall execute the Waiver of Liability and Certification of Compliance with Covid-19 Requirements as Exhibit E.

19. Remedies. In the event of breach of this Contract, the Parties shall have the following remedies:

- a. If terminated by the District under subsection 8.c due to a breach by Contractor, the District may complete the work itself, by agreement with another

Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to the District the amount of reasonable excess.

b. In addition to the remedies in Sections 8 and 9 for a breach by Contractor, the District shall also be entitled to any other equitable and legal remedies that are available.

c. If the District breaches this Contract, Contractor's remedy shall be limited to termination of this Contract and receipt of Contract payments to which Contractor is entitled.

20. Hazardous Substances. Contractor shall notify the District prior to using products containing hazardous substances to which the District's students or employees may be exposed. "Hazardous substances" are defined in ORS 435.005(7). Upon the District's request, Contractor shall immediately provide Safety Data Sheets for all hazardous substances to the District.

21. Errors. Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.

22. Access to Records. Contractor agrees that the District and its authorized representatives shall have access to the books, documents, papers, and records of Contractor that are pertinent to this Contract for the purpose of performing financial or performance audits or for review and copying. Contractor shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of seven years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

23. Ownership of Work. All work product created by Contractor as part of Contractor's performance of this Contract, including background data, documentation, and staff work that is preliminary to final reports, shall be the exclusive property of the District. If any such work product contains intellectual property of Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants the District a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, reuse (in whole or in part), all such work product, and to authorize others to do so. The District shall have no rights in any preexisting work product of Contractor provided to the District by Contractor in the performance of this Contract except to copy, use, and reuse any such work product for District use only. If this Contract is terminated by either party or by default, the District, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver such partially completed work product, reports, or other documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.

24. Work Performed on District Property. Contractor shall comply with the following when work is performed on District property:

- a. **Identification.** Contractors performing work on District property or for the District shall be in appropriate attire all times. In addition, all such persons shall carry photo identification and will present such to any District officer or employee upon request.
- b. **No Smoking.** Smoking or other use of tobacco is prohibited on District property.
- c. **No Drugs.** District property sites and schools served by the District are drug-free zones.
- d. **No Weapons or Firearms.** Except as provided by Oregon statutes and District policy, weapons and firearms are prohibited on District property.
- e. **Safety.** Prior to instituting work on District property, Contractor, its subcontractors, and suppliers shall review the safety and security policies issued by the District's Risk Management Department and shall comply with those policies while on District property.

f. **Confidentiality.** Contractor will not disclose any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of Contractor's performance of this Contract.

g. **Sign-In Required.** Contractors are required to sign in at the main office each day.

25. FERPA Redisclosure. The Parties recognize that the Family Educational Rights and Privacy Act ("FERPA") imposes strict penalties for improper disclosure or redisclosure of confidential student information, including but not limited to denial of access to personally identifiable information from education records for at least five years (20 USC § 1232g; 34 CFR Part 99). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by either party in the performance of this Contract may not be redisclosed to third parties without written consent of the students' parent/guardian, and must be used only for the purposes identified in this Contract, except as may be required or authorized by law. Copies of all records created by the Contractor that pertain to students will be provided to the District. If requested, the Contractor agrees to execute and abide by the District's "Standard Student Data Privacy Agreement." Contractor granted access to District's network will be required to sign a "District Acceptable Use Policy".

26. Background/Criminal Records Checks. Contractor shall comply with Exhibit F to this Contract. Contractor shall not deploy any employee or agent to provide services under this Contract if (a) the employee or agent would have direct, unsupervised contact with students as determined by the District; and (b) the employee or agent has been convicted of a crime listed in ORS 342.143(3).

27. Contractor Employees and Agents. Contractor agrees that, upon request by the District, it shall remove any Contractor employee or agent from providing services to the District under this Contract.

28. Security. Any disclosure of confidential information or removal of any District property by Contractor or Contractor's agents or employees shall be cause for immediate cancellation of this Contract. Any liability, including but not limited to attorney fees resulting from any action or suit brought against the District as a result of Contractor's or Contractor's employees' willful or negligent release of information, documents, or property contained in or on District property shall be borne by Contractor.

- 29. Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts and to the work done under this Contract, and all regulations and administrative rules established pursuant to those laws.
- 30. Printing, Binding, and Stationery Work (Required by ORS 282.210).** If this solicitation is for the purpose of obtaining printing, binding, or stationery work, work awarded under this solicitation shall be performed within the state of Oregon, unless subject to exception under ORS 282.210(2).
- 31. Public Employees Retirement System.** Contractor represents and warrants that (a) Contractor is not active as an employee in the Public Employees Retirement System and (b) Contractor has not received wages from the District or any other public entity during this calendar or fiscal year.
- 32. Force Majeure.** Neither the District nor Contractor shall be responsible for delay, default, or termination of this Contract caused by any contingency beyond their control, including but not limited to war or insurrection (whether declared or not); plague, epidemic, pandemic, outbreaks of infectious disease, or any other public health crises, including but not limited to quarantine or other restrictions as directed by state or federal government; compliance with any law or governmental order, rule, regulation or direction; strikes or lockouts by either party's own employees; walkouts by either party's own employees; fires; natural calamities; riots; or requirements of governmental agencies.
- 33. Indemnity and Hold Harmless.** Contractor shall defend, indemnify, and hold harmless the District, its officers, agents, and employees against all liability, loss, costs, or expenses, including attorney fees, and against all claims, actions, or judgments based upon or arising out of damage or injury (including death) to persons or property caused by any act or omission of an act sustained in any way in connection with the performance of this Contract or by conditions created thereby, or based upon violation of any statute, ordinance, or regulation. This contractual indemnity provision does not abrogate common law or statutory liability and indemnification to the District, but is in addition to such common law or statutory provisions.
- 34. Insurance.** Contractor shall provide insurance in accordance with Exhibit G.

- 35. Waiver.** Waiver of any default under this Contract by the District shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
- 36. Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and rules of the District. Any legal action involving any question arising under this Contract must be brought in Washington County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.
- 37. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Contract did not contain the particular term or provision held to be invalid.
- 38. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the Parties. All understandings and agreements between the Parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification, or change in the terms of this Contract shall bind either party unless in writing and signed by both Parties. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.
- 39. Antidiscrimination Clause.** Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits, or employment. Contractor shall not discriminate against minority-owned, women-owned, emerging small businesses, or a business that is owned by a service-disabled veteran.
- 40. Attorney Fees.** If a suit or action is filed to enforce any of the terms of this Contract, the prevailing party shall be entitled to recover from the other party any sum that a court, including any appellate court, may adjudge reasonable as attorney fees, in addition to costs and disbursements provided by statute. In the event the prevailing party is

represented by "in-house" counsel, the prevailing party shall nevertheless be entitled to recover reasonable attorney fees based upon the reasonable time incurred and the attorney fee rates and charges reasonably and generally accepted in the metropolitan Portland, Oregon, area for the type of legal services performed.

41. Rule of Construction. The rule of construction that a contract is construed against the drafter shall not apply to any dispute over the interpretation of application of this Contract.

42. Notices. All notices or demands of any kind required or desired to be given by the District or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses noted below.


Vernonia School District Attn: Jim Helmen
1201 Texas Ave
Vernonia, OR 97064
503-429-5891
jhelmen@vernoniak12.org
Contractor

Address

Address

Phone Number

Email


 Attn

43. Authority. Contractor represents and warrants to the District that it has the authority to provide the services under this Contract.

SIGNATURES ON FOLLOWING PAGE

CONTRACTOR DATA AND SIGNATURE

I have read this Contract including the attached Exhibits. I certify that I have the authority to sign and enter into this Contract. I understand the Contract and agree to be bound by its terms.

Name of Proprietor, Partner, or Corporate Officer	Signature of Proprietor, Partner, or Corporate Officer
Business Name Linsey Zeller Antone	Signature 
Business Street Address 340 Winslow Dr.	Printed Name of Signatory Linsey Zeller Antone
City, State, and Zip Code Knoxville, TN 37920	Title SLP
Business Mailing Address Same	Date Signed 10 AUG 2022
City, State, and Zip Code	Email Address linseylee@gmail.com
Fax Number N/A	Phone Number 541-653-7363
Federal Tax ID Number 543769772	State of Incorporation N/A
Business Designation (check one): <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Other	
<i>If a Joint Venture, attach verification that all parties to the joint venture accept the terms, and agree to perform services under this contract. The attached page must contain signatures of all parties to the joint venture.</i>	
Is Contractor a nonresident alien? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

NOTE: Contractor must also sign Exhibit B, Exhibit C (if applicable), and Exhibit E.

VERNONIA SCHOOL DISTRICT NO. 47J SIGNATURE

(This Contract is not binding on the District until signed by the appropriate signing authority.)

Jim Helmen, Superintendent

1201 Texas Ave.

Vernonia, OR 97064

Date

EXHIBIT A
Professional/Personal Services Contract

STATEMENT OF WORK, COMPENSATION, AND PAYMENT TERMS

- 1. Contractor shall perform the work as detailed in the referenced RFP, cooperative agreement, proposal or quote, unless otherwise stated here:**

Services. You are being contracted to perform speech and language services for Vernonia School District. As a Speech-Language Pathologist, will provide speech-language pathology services to Vernonia School District and its staff and students. Such services may include evaluation and direct student services, program planning, IEP writing, case management and supervision of SLPAs, EAs and such other services as Vernonia School District may request.

Documentation: As part of Services, You agree to complete documentation, including case management/ case load referrals/conversions, session documentation, and all necessary paperwork or notes for district IEP/Medicaid paperwork, district-based progress notes, initial and triennial evaluations, attendance to IEP meetings, email response on non-therapy days, and any other documentation required or requested by Vernonia School District.

- 2. The maximum total payment under this Contract, including expenses, as listed in the referenced RFP, cooperative agreement, proposal or quote, unless otherwise stated here:**

*\$82,000 maximum total payment under this contract
Case manager for 30 students anticipated for 2022-23
164 student contact days at 30 hours per week= \$78,720; 30 hours PD= \$2,400. Total \$81,120*

- 3. The District shall pay Contractor on the basis as listed in the referenced RFP, cooperative agreement, proposal or quote, unless otherwise stated here:**

*- Case manager for 30 students anticipated for 2022-23
- 64 student contact days at 30 hours per week (6 Hours per day) * hourly rate \$80.00 per hour= \$78,720;
- 30 hours Professional Development Training= \$2,400.
- Contractor will be paid full rate for school closer days equal to time indicated on work calendar
- Contractor will be paid full rate for client are a no show for therapy services equal to time indicated on work calendar
- Contractor will not be compensated for sick or personal leave during scheduled for hours indicated on work calendar.*

Vernonia School District will purchase speech and language assessment tools or online licenses up to, and to not exceed, \$5,000.

- 4. Payment terms are identified in section 9 of this contract, unless otherwise stated here:**

No changes

EXHIBIT B
Professional/Personal Services Contract

CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

NOTE: Contractor Must Complete A or B below:

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP

I certify under penalty of perjury that Contractor is a [check one]: Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.

N/A

____ Signature Title Date

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, and
2. If Contractor performed labor or services as an independent contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), and
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, and

4. All of the statements checked below are true.
NOTE: Check all that apply. You must check at least four (4) to establish that you are an independent contractor.

A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence which is set aside as the location of the business.

B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.

C. My business telephone listing is separate from my personal residence telephone listing.

D. I perform labor or services only under written contracts.

E. Each year I perform labor or services for at least two different persons or entities.

F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

10 AUG 2022
Date

Unsubscribed
Contractor Signature

EXHIBIT C
Professional/Personal Services Contract

WORKERS' COMPENSATION EXEMPTION CERTIFICATE

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements.)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

SOLE PROPRIETOR

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor will not hire employees to perform this Contract.

CORPORATION - FOR PROFIT

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- All work will be performed by the officers and directors; Contractor will not hire other employees to perform this Contract.

CORPORATION - NONPROFIT

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor will not hire employees to perform this Contract.

PARTNERSHIP

- Contractor is a partnership, and
- Contractor has no employees, and
- All work will be performed by the partners; Contractor will not hire employees to perform this Contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving, or demolition of an improvement to real property or appurtenances thereto.**

LIMITED LIABILITY COMPANY

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work will be performed by the members; Contractor will not hire employees to perform this Contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair,

improvement, moving, or demolition of an improvement to real property or appurtenances thereto.**

*NOTE: Under OAR 436-50-0050, a shareholder has a "substantial ownership" interest if the shareholder owns 10 percent of the corporation, or if less than 10 percent is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances, partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated.

Linsey Zeller Antone Linsey Zeller Antone
Contractor Printed Name Contractor Signature

SLP 10 AUG 2022
Contractor Title Date

EXHIBIT D
Personal/Professional Services Contract

ABUSE AND SEXUAL MISCONDUCT REPORTING HANDOUT

Abuse and Sexual Misconduct Information and Reporting Requirements for Employees, Volunteers, Contractors & Agents

VERNONIA SCHOOL DISTRICT NO. 47J SCHOOL DISTRICT DOES NOT TOLERATE CHILD ABUSE OR SEXUAL MISCONDUCT IN ANY FORM.

PREVENTION

The Vernonia School District seeks to prevent child abuse and sexual harassment by committing to:

- Teaching students about appropriate boundaries and relationships (in coordination with curriculum);
- Training all employees regarding child abuse and sexual misconduct, and clearly communicating responsibilities and procedures;
- Making this training available to parents, community members, contractors and volunteers; and
- Promptly and thoroughly investigate any reports or complaints of abuse or sexual misconduct.

ABUSE DEFINED

- Any assault of a child and any physical injury to a child which has been caused by other than accidental means, including any injury which appears to be at variance with the explanation given of the injury.
- Any mental injury to a child, which shall include only observable and substantial impairment of the child's mental or psychological ability to function caused by cruelty to the child, with due regard to the culture of the child.
- Rape of a child.
- Sexual abuse.
- Sexual exploitation, including but not limited to: Contributing to the sexual delinquency of a minor, and any other conduct which allows, employs, authorizes, permits, induces or encourages a child to engage in the performing for people to observe or the photographing, filming, tape recording or other exhibition which, in

whole or in part, depicts sexual misconduct or contact, sexual abuse involving a child or rape of a child, and allowing, permitting, encouraging or hiring a child to engage in prostitution or a commercial sex act, to purchase sex with a minor or to engage in commercial sexual solicitation.

- Negligent treatment or maltreatment of a child, including but not limited to the failure to provide adequate food, clothing, shelter or medical care that is likely to endanger the health or welfare of the child.
- Threatened harm to a child, which means subjecting a child to a substantial risk of harm to the child's health or welfare.
- Buying or selling a person under 18 years of age.
- Permitting a person under 18 years of age to enter or remain in or upon premises where methamphetamines are being manufactured.
- Unlawful exposure to a controlled substance, or to the unlawful manufacturing of a cannabinoid extract, that subjects a child to a substantial risk of harm to the child's health or safety. ORS 419B.005(1).

SEXUAL MISCONDUCT DEFINED

Verbal or physical conduct or verbal, written or electronic communications by a school employee, a contractor, an agent or volunteer that involve a student and that are: sexual advances or requests for sexual favors directed toward the student or of a sexual nature that are directed toward the student or that have the effect of unreasonably interfering with the student's educational performance or of creating an intimidating, hostile or offensive educational environment. Sexual misconduct does not include touching that is necessitated by the nature of the school employee's job duties or by the services required to be provided by the contractor, agent or volunteer and for which there is no sexual intent. ORS 339.370(11)(a).

STUDENT DEFINED: Any person who is in any grade from prekindergarten through grade 12 or twenty-one years of age or younger and receiving educational or related services from an education provider that is not a post-secondary institution or education or who was previously known as a student by the person engaging in sexual misconduct and who left school or graduated from high school within 90 days prior to the sexual misconduct. ORS 339.370(12).

GROOMING AND EXAMPLES OF SEXUAL CONDUCT

Sexual misconduct may include grooming behavior. This is behavior in which adults develop trust to break down a child's defenses so that the adult may engage the child in sexual misconduct or sexual abuse.

Sexual misconduct includes but is not limited to the following examples:

<ul style="list-style-type: none">● Performing back rubs on students● Touching students frequently● Exchanging romantic gifts or communications with a student● Discussing/writing about sexual topics unrelated to curriculum with students, making sexual jokes, gestures and innuendos or engaging in inappropriate banter with students (e.g., discussion of student's dating behavior)● Intentionally invading the student's privacy	<ul style="list-style-type: none">● Kissing students<ul style="list-style-type: none">● Commenting on students' bodies or appearance in a sexual manner● Videotaping or photographing a student in revealing poses● Sharing one's own sexual exploits or marital difficulties● Using email, text messaging or instant message to discuss sexual topics with individual students
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OBLIGATIONS OF SCHOOL EMPLOYEES TO REPORT ABUSE AND SEXUAL MISCONDUCT

ALL EMPLOYEES are required to follow Policy JHFE "Reporting of Suspected Abuse of a Child" and policy JHFF/GBNAA "Reporting Requirements for Suspected Sexual Conduct with Students." These policies help ensure employees are properly reporting incidents of abuse and sexual misconduct.

Policy JHFE requires employees who have a reasonable cause to believe any child with whom the employee has come into contact has suffered abuse, to report this to DHS or the law enforcement agency within the county where the person making the report is located at the time of the contact. It also requires employees who have a reasonable cause to believe that any adult or student with whom the employee is in contact has abused a child to report this to DHS or to the law enforcement agency within the county where the person making the report is located at the time of the contact. See attached district policy JHFE "Reporting Requirements for Suspected Abuse of a Child" for more detail regarding these reporting obligations.

Policy JHFF requires employees who have reasonable cause to believe that another employee, contractor, agent or volunteer has engaged in sexual misconduct with a student, to immediately notify the designated licensed administrator of the misconduct. The designated licensed administrator who receives the report is required to report to the Oregon Department of Education (ODE) or Teacher Standards and Practices Commission (TSPC) as appropriate. See attached district policy "Reporting Requirements for Suspected Sexual Conduct with Students" for more detail regarding these reporting obligations.

INVESTIGATORY PROCESS

When the designated licensed administrator (or alternate) receives a report of sexual misconduct and has reasonable cause to believe that it has occurred, the designated licensed administrator will report the alleged misconduct to TSPC if the alleged perpetrator is a licensed individual, and to ODE if the alleged perpetrator is not licensed (effective July 1, 2020). TSPC or

ODE will conduct an investigation and report back to the district. The district may also conduct an investigation into the alleged sexual conduct. If the designated licensed administrator (or alternate) receives a report of child abuse and has reasonable cause to believe that it has occurred, the designated licensed administrator will ensure that the report has been made to DHS and/or law enforcement for investigation. The district may also conduct an investigation into the alleged abuse. The designated licensed administrator will also report to TSPC if required by OAR 584-020-0041. If there is reasonable cause to believe that an employee has committed child abuse or sexual misconduct, that employee will be placed on paid administrative leave. An employee may be subject to discipline, up to and including termination, based on the results of the investigation.

APPROPRIATE ELECTRONIC COMMUNICATIONS WITH STUDENTS

Policy JHFF/GBNAA requires that any electronic communications with students by a contractor, agent or volunteer for the district will be appropriate and only when directed by district administration. When communicating with students electronically regarding school-related matters, contractors, agents or volunteers shall use district e-mail using mailing lists and/or other internet messaging to a group of students rather than individual students or as directed by district administration. Texting or electronically communicating with a student through contact information gained as a contractor, agent or volunteer for the district is discouraged.

See attached district policy JHFF/GBNAA **Reporting Requirements for Suspected Sexual Conduct with Students** for more detail regarding these reporting obligations.

ADDITIONAL PROHIBITIONS

If a school employee, contractor or agent knows or has reason to know that another school employee, contractor or agent has engaged in sexual misconduct or abuse, the school employee, contractor or agent may not assist the other in obtaining a new job. This prohibition does not apply if the employee, contractor or agent knows or has reasonable cause to believe that the misconduct was reported to the appropriate agency and was resolved, or the investigation remains ongoing after four years.

EXHIBIT E
Personal/Professional Services Contract

WAIVER OF LIABILITY AND CERTIFICATION OF COMPLIANCE WITH COVID-19 REQUIREMENTS

This Exhibit E represents the Contractor's understanding of and certification of compliance with the District requirements regarding the novel coronavirus ("COVID-19"). COVID-19 has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies have provided orders, regulations, and guidance regarding COVID-19.

COVID-19 Liability. Contractor understands the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention ("CDC") guidelines; and federal, state, and local orders regarding COVID-19. Contractor acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments. Contractor shall indemnify, defend, and hold harmless District from and against any and all claims, demands, lawsuits, judgments, losses, or expenses of any nature arising out of Contractor's failure to follow the CDC, federal, state, or local orders or guidance regarding COVID-19 and that leads to, directly or indirectly, the infection of COVID-19 or any other illness or injury related to COVID-19.

Masks. Contractor attests that it understands that as of August 2, 2021, all contractor's employees and agents are required to wear a mask or face covering when in an indoor school setting pursuant to OAR 333-019-1015. ²"Face covering" means a cloth, polypropylene, paper or other face covering that covers the nose and the mouth and that rests snugly above the nose, below the mouth, and on the sides of the face. The school retains the ability to deny access to its facilities to any contractor who does not comply with the school's health and safety protocols.

Vaccines. Contractor attests that it understands that as of October 18, 2021, all of contractor's employees and agents, who are 16 or older and who are "engaged to provide goods or services to or at a school through any formal or informal agreement, whether compensated or uncompensated..." and "providing goods or services at or for a school that includes direct or indirect contact with students" are required to be vaccinated pursuant to OAR 333-019-1030.³ Contractor attests that any of its employees or agents who are assigned to provide services under the terms of this Agreement has provided Contractor with proof of vaccination showing they are fully vaccinated. "Proof of vaccination" means documentation provided by a tribal, federal, state or local government, or a health care provider, that includes an individual's name, date of birth, type of COVID-19 vaccination given, date or dates given, depending on whether it

² Available at <https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=280702>.

³ Available at <https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=280616>.

is one dose or two-dose vaccine, and the name/location of the health care provider or site where the vaccine was administered. Documentation may include but is not limited to a COVID 19 vaccination record card or a copy or digital picture of the vaccination record card, or a print out form from the Oregon Health Authority's immunization registry. Contractor agrees to maintain proof of vaccination status and other documentation as required by these rules. Contractor agrees to provide proof of vaccination status of each employee or agent at the District's request. Contractor understands that notwithstanding the medical and religious vaccine exemptions in the Rule, Contractor will not use unvaccinated employees or agents to provide services under this Contract. Contractor attests and certifies that all of its employees or agents providing services under this Contract will be fully vaccinated prior to providing services under this Contract.

Changes in Rules and Guidance. Contractor understands that the COVID-19 pandemic is continuously evolving and that the rules and guidance set forth in this Exhibit E are likely to change during the term of this Contract. Contractor agrees to comply with any new, revised, or amended order, rule, or guidance relating to COVID-19 that is issued or enacted during the term of this Contract. The District will endeavor to notify Contractor of any changes, but Contractor accepts the primary responsibility for keeping abreast of and complying with such orders, rules, or guidance.

COVID-19 Termination. The District may terminate this Contract immediately and without notice if it is found that Contractor has failed to follow any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments or as set forth in this Exhibit E.

I certify that I have read, understand, and will comply with the requirements of this Exhibit

E Contractor: Linsey Zeller, Antone Linsey Zeller
Signature: Linsey Zeller (Linsey Zeller, MS, CCC-SLP)
Title: SLP
Date: 10 AUG 2022

**EXHIBIT F
Professional/Personal Services Contract
BACKGROUND CHECK REQUIREMENTS**

Prior to commencement of work under this Contract, Contactor will:

1. Require that Contractor employees or agents that will be doing work under this Contract in both direct & indirect student contact situations, complete a Background Check Application which includes a criminal history records check. This can be found at <https://vernonia.schoolinsites.com/parentresources> (Required with every contract.)
2. Require that Contractor employees or agents that will have the opportunity for direct, unsupervised contact with students when doing work under this Contract be fingerprinted in addition to compliance with Section 1. (Required once—if previously completed for TTSD or other Oregon School District, supply details on second page instead.)
 - Visit www.fieldprintoregon.com and create an account; use FPVernoniaSD47J(case sensitive).
 - Pay fee online.
 - List your position as CONTRACTOR.
 - Make an appointment and get fingerprinted

Provide list of staff that will be completing work for this contract, so that step 1 can be verified.

List of staff that will be completing work for this contract:

Legal Full NAME	Service at location with students in session/on-site or virtually? Y/N <i>Y = complete B.G</i>	Unsupervised 1) at location w/ students on-site or virtually? 2) with students directly? Y/N <i>Y = complete FP</i>	Business Office Use Only		
			B.G. Check	ODE Verif	Finger prints
Linsey Zeller Antone	Y	Y			

If individuals were previously fingerprinted through the Oregon Department of Education, we can request the records rather than having them resubmit. Please complete the information below for those applicable.

Verified: _____

1. Name: NIA
Year completed: _____

Previous School District that completed the fingerprints:
_____ Fingerprinted as (check one): contractor employee
 volunteer

Verified: _____

2. Name: _____
Year completed: _____

Previous School District that completed the fingerprints:
_____ Fingerprinted as (check one): contractor employee
 volunteer

Verified: _____

3. Name: _____
Year completed: _____

Previous School District that completed the fingerprints:
_____ Fingerprinted as (check one): contractor employee
 volunteer

Verified: _____

4. Name: _____
Year completed: _____

Previous School District that completed the fingerprints:
_____ Fingerprinted as (check one): contractor employee
 volunteer

Verified: _____

5. Name: _____
Year completed: _____

Previous School District that completed the fingerprints:
_____ Fingerprinted as (check one): contractor employee
 volunteer

Verified: _____

6. Name: _____
Year completed: _____

Previous School District that completed the fingerprints:
_____ Fingerprinted as (check one): contractor employee
 volunteer

Verified: _____

7. Name: _____
Year completed: _____

Previous School District that completed the fingerprints:
_____ Fingerprinted as (check one): contractor employee
 volunteer

EXHIBIT G
Professional/Personal Services Contract

INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force, at Contractor's expense, each insurance noted below:

Workers' compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Agency and all subcontractors of Agency with one or more employees must have this insurance unless exempt under ORS 656.027 (see Exhibit C).

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Agency does not have coverage and claims to be exempt, attach Exhibit C in lieu of Certificate.

Professional Liability/E&O insurance with a combined single limit of not less than \$500,000, \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$500,000, \$1,000,000, \$3,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. This coverage must be provided and remain in force for two years after the completion of this Contract.

Required by DISTRICT Not required by DISTRICT

Commercial General Liability insurance, on an occurrence basis, with a limit of not less than \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of \$1,000,000, \$2,000,000, 3,000,000. This insurance must include contractual liability coverage.

Required by DISTRICT Not required by DISTRICT

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

Required by DISTRICT Not required by DISTRICT

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate(s) of Insurance Required. Contractor shall furnish a current Certificate(s) of Insurance to the District prior to Contract execution. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days' written notice from Contractor's insurer to the District. The Certificate(s) shall also state the deductible or retention level. For commercial general liability, the Certificate shall also provide that the District, its agents, officers, and employees are Additional Insureds with respect to Contractor's services to be provided under this Contract. An additional insured endorsement shall be attached to the Certificate of

Insurance. No work shall commence until the District receives the certificate and additional insured endorsement. If requested, complete copies of insurance policies shall be provided to the District.

AUG 26 2022

August 26, 2022

Superintendent Jim Helmen
Vernonia School District
1000 Missouri Ave, Vernonia Oregon, 97064

Dear Superintendent Dr. Helemen, Principal Eagleson, and Board of Directors,

It is with a heavy heart and great thought that this letter is a formal submission of my request for release from my teaching contract effective for release on September 30, 2022. While I regret the inconvenience leaving at the beginning of the academic year will cause the district and my students, I have made the difficult choice, between family and work . After long consideration and discussions with my family it has been decided that this request for release is in the best interest for all parties. A change in my mothers health has lead to this decision as it would not be fair to all to divided my dedication between my students and my mother. The explanation in greater detail has been relayed per phone conversations with Superintendent Dr. Helmen and Elementary Principal Michelle Eagleson, whom out of respect for their positions and excellent leadership deserved the advanced notification before submission of request, as well as the licensed staff Union Rep Juliet Safier. Thank you for your understanding in my choice to help my mother and my family navigate these unforeseen waters that lay ahead. It is with great sadness and utmost respect and gratitude to have been a part of the Vernonia School district and surrounding community.

I am more then willing to work with the Administration in helping for a smooth transition for my students and the new teacher , and will do whatever is in my power to assist with this unexpected turn of events.

Please let me know when or if a meeting is required before the granting of a full and unconditional release. Thank you for your consideration.

Sincerely,

Melissa A Reynolds
Kindergarten

MEETING MINUTES

VERNONIA SCHOOL DISTRICT BOARD of DIRECTORS Regular Meeting – August 11, 2022 Vernonia Schools Library, 1000 Missouri Avenue, Vernonia

- 1.0 CALL TO ORDER:** A Regular Meeting of the Directors of Administrative School District 47J, Columbia County, Oregon was called to order at 6:01 p.m. by Susan Wagner. MEETING CALLED TO ORDER
- Board Present:** Susan Wagner, Greg Kintz, Scott Rickard, Amy Cieloha, and Joanie Jones. BOARD PRESENT
- Board Absent:** Stacey Pelster and Javoss McGuire BOARD ABSENT
- Staff Present:** Jim Helmen, Superintendent; Barb Carr, Administrative Assistant; Marie Knight, business Manager; Nate Underwood, MS/HS Principal; Michelle Eagleson, Elementary Principal; Rachel Wilson, K-12 Vice Principal; and Susanne Myers, Special Education Director. STAFF PRESENT
- Visitors Present:** Thomas Jones and Scott Laird VISITORS PRESENT
- 1.1** The Pledge of Allegiance was recited. PLEDGE OF ALLEGIANCE
- 2.0 AGENDA REVIEW:** 7.1 2022-23 Calendar Adjustment and 7.2 New Hires were added under Other Information and Discussion. 8.2 Calendar Adjustment and 8.3 New Hires were added under Action Items. AGENDA REVIEW
- Amy Cieloha moved to approve the agenda as amended. Joanie Jones seconded the motion. Motion passed unanimously with those in attendance.
- 3.0 PUBLIC COMMENT ON NON-AGENDA ITEMS:** None PUBLIC COMMENT
- 4.0 SHOWCASING OF SCHOOLS**
- 4.1** Principal Reports: Principal and Vice Principal Reports were provided to the Board. ADMINISTRATOR REPORTS
Questions and/or highlights were as follows:
- Nate Underwood shared that recent open positions at the high school, welding and band/choir, have been filled. Math teacher Dylan Taylor will take over the role of NHS Advisor.
- Amy Cieloha asked about math credit recovery over the summer and what that process looked like. Mr. Underwood shared that Ms. Murphy created math instruction on line for students. Students entering 9th grade needed to show progress in being prepared for high school. Students have also been identified in the 9th grade on track group to be monitored for continued progress. Most students are showing up and receiving help towards credit recovery.
- Susanne Myers, Special Education Director shared that the extended school year is starting next week for two weeks, summer enrichment activities are also happening. Greg Kintz commented that Beth Kintz is back part time to keep YTP going over the summer. He asked if the position has changed from the classified group. No it has not.
- Michelle Eagleson shared that there have been approximately 70 students have been in the building for summer enrichment. She has hired two teachers this week for 4th grade and hopes to confirm a new 2nd grade teacher soon. They are excited, and the perfect fit for our school.
- Jim Helmen recognized the Administrative team for working hard to prepare for the upcoming school year.
- 5.0 BUSINESS REPORTS:**
- 5.1 Superintendent Report:** Jim Helmen provided his Superintendent Report to the Board prior to the meeting. SUPERINTENDENT REPORT

Mr. Helmen was asked to explain further the options for policy review.
 Option #1 complete rewrite which takes 6-7 meetings with OSBA on site.
 Option #2 desk rewrite takes the same amount of time but without physical person on site
 Option #3 – Policy review committee reviews what we have and what is provided quarterly by OSBA. This option is the recommendation of Mr. Helmen. He will reach out to the board members on the Superintendent’s Advisory Committee on Policy - Amy Cieloha, Javoss McGuire, and Susan Wagner - to establish a time to meet.

Summer Meals increased last month from 25 to 145 daily meals served on average. The summer meal team is working great and has the help of outstanding student helpers.

The summer move of the District Office and some of the school offices was a big ordeal. In the end it is what is best for kids. There has been an impact to the school based health center but they have been willing and great to work with. Their space is now in the health room and will share with our school nurse. Mrs. Eagleson’s office is now located in the old reception area of the clinic. Ms. Wilson’s office is off the hallway by the cafeteria. Safety and line of site on kids is positive and improved.

Mr. Helmen hopes that by the next meeting he will have the District report card and data will align with our Continuous Improvement plan.

5.2 Financial Report: Marie Knight shared that the highlighted area is estimated and filled in with budgeted amounts. At the October meeting she will have a better idea with all staff set up and salaries encumbered. FINANCIAL REPORT

5.3 Maintenance Report: Mark Brown’s report was reviewed. Amy Cieloha asked again about the locks and if these have been repaired. There was a question about the item referencing damage to the water filling stations. Does this continue to occur or has this just carried forward on the report? Mr. Helmen will have a conversation with the maintenance supervisor. MAINTENANCE REPORT

5.4 District Assessment Presentation: Jim Helmen shared that student assessment is important to know what our baseline is and how to redirect or efforts if needed. He has done research on what are the assessments being done in higher performing schools. Susanne Myers, Special Education Director, did some further research, and the Administrative team settled on the program of *Star 360 Assessment*. DISTRICT ASSESSMENT PRESENTATION

What are Star 360 Assessments?

- K-12 reading & math benchmarking assessments
- Given 3 times per year – Fall, Winter and Spring
- Computer Adaptive – number of questions and complexity changes based on individual student performance and progress
- Each test takes 20 minutes on average to complete

What will be measured?

- Star Reading – literature, informational text, language
- Start Early Literacy (grades K-3) – print concepts, phonic awareness & word recognition, fluency and vocabulary
- Star Math in both grades K-8 and 9-12

Highlights for our District will be:

- Ability to see progress 3 times each year. Currently our 8th grade students are tested and then not tested again until 11th grade.
- Program is user friendly and will be used for Vernonia, Mist, and VFA students.
- Time for teacher to be able to review realistically every student.

This assessment program is \$26,000 initially with an annual cost of \$18,000 after the first year. There will be lots of work in the beginning but the benefit will be great. Growth will be seen from K-9th grade on the same standards.

6.0 BOARD REPORTS/ BOARD DEVELOPMENT: BOARD REPORTS

6.1 Committee Reports: No committee meetings.

6.2 OSBA Family Engagement Presentation: Board members Amy Cieloha, Greg Kintz and Susan Wagner attended the recently held OSBA Summer Conference. They gave a quick overview of

of the highlights.

- Susan Wagner brought home a great book *Engage Every Family*.
- How have things changed? Trying to think in a new way.
- Pointers on keeping public comments in control during board meetings
- Student involvement with diversified representation
- How to engage the disengaged families in the District
- Why would you choose our school?
- Looking at problems based on whether the issue is a kid or an adult problem
- Additional audience comment time for both agenda and non-agenda items

Susan Wagner stressed that these suggestions are not a way to add work to the administration but an encouragement to look at and do things differently. She thanked them for their work. She is feeling the positive energy and appreciates it.

Michelle Eagleson commented that she has started a community engagement group and will invite board members to join.

7.0 OTHER INFORMATION and DISCUSSION

7.1 **2022-23 Calendar Adjustment:** Jim Helmen shared that research shows the best time to educate elementary students is in the morning. To be intentional with the most opportune time and looking at our calendar, Mr. Helmen is proposing early release Mondays instead of the late start Wednesdays. Eliminating the staggered a.m. start times is also in his proposal. Some benefits to this recommendation include:

2022-23 CALENDAR
ADJUSTMENT
DISCUSSED

- Professional Development time on Monday afternoon gives everyone the ability to get the week started and look at the weekly expectations and strategies. If all students are released at the same time on Monday, staff can conduct professional development as one group.
- Mondays are not interrupted by extra-curricular activities or athletic contests
- Having all students start in the morning at the same time means one breakfast service and does not split staff supervision

The down side is change and the potential for our families to have day care issues. Overall the positive points outweigh the negative points.

The current daily schedule to Mist won't change much.

Offering afterschool daycare for elementary students was suggested by Amy Cieloha. Mr. Helmen stated that he is looking into options. There are a lot of regulations around day care situations.

Historically a Meet the Teacher Night has been held. Administrators discussed this and opted to change this to a Meet the Families Night. This will be held on Thursday, Sept. 1st. A BBQ dinner will be provided from 4:30-5:30 p.m. Classroom visits will take place from 5:30-6:30 p.m. The Board is invited and encouraged to attend.

7.2 **New Hires:** Notice of new hires was shared during Principal reports.

NEW STAFF HIRES

8.0 ACTION ITEMS

8.1 **Star Reading / Math Assessment:** Joanie Jones moved to approve the purchase of the Star reading/Math Assessment as discussed. Amy Cieloha seconded the motion. Motion passed unanimously with those in attendance.

STAR READING/MATH
ASSESSMENT PURCHASE
APPROVED

8.2 **2022-23 Calendar Adjustment:** Amy Cieloha moved to approve the adjustments to the 2022-23 calendar as discussed. Greg Kintz seconded the motion. Motion passed unanimously with those in attendance.

2022-23 CALENDAR
ADJUSTED

8.3 **New Hires:** Scott Rickard moved to approve the superintendent's recommendation to hire Kyrsten Nothwang, 4th grade teacher, Kristen Johnston 4th grade teacher, Lee Costanzo, HS welding teacher and Megan Peterson MS/HS Band/Choir. Joanie Jones seconded the motion. Motion passed unanimously with those in attendance.

NEW HIRES

- 8.4 Policy Update Option:** Amy Cieloha recommends policy review option #3 based on what was reviewed this evening. Scott Rickard seconded the motion. Motion passed unanimously with those in attendance. POLICY OPTION #3 APPROVED
- 9.0 MONITORING BOARD PERFORMANCE:** None
- 10.0 CONSENT AGENDA:** CONSENT AGENDA
- 10.1** Minutes of 17/14/22 Regular Meeting.
- Amy Cieloha moved to approve the consent agenda as corrected (adding name to motion in item #7.5). Greg seconded the motion. All in attendance voted Yes, with the exception of Scott Rickard who abstained. Motion passed. CONSENT AGENDA APPROVED
- 11.0 OTHER ISSUES:** Agenda setting meeting for next month will be Stacey Pelster and Susan Wagner. OTHER ISSUES
- 12.0 MEETING ADJOURNED** at 8:00 p.m. ADJOURNED

Submitted by Barb Carr,
Administrative Assistant to the Superintendent and Board of Directors

Board Chair

District Clerk

MEETING MINUTES

VERNONIA SCHOOL DISTRICT BOARD of DIRECTORS Workshop Meeting – August 27, 2022 Vernonia Schools, 1000 Missouri Avenue, Vernonia

1. CALL TO ORDER: A Workshop of the Board of Directors of Vernonia School District 47J, Columbia County, Oregon was called to order at 9:02 a.m. by Stacey Pelster

MEETING CALLED TO ORDER

Board Present: Amy Cieloha, Javoss McGuire, Stacey Pelster, Scott Rickard, Susan Wagner, Greg Kintz and Joanie Jones.

BOARD PRESENT

Board Absent: None.

BOARD ABSENT

Staff Present: Jim Helmen, Superintendent; and Barb Carr, Administrative Assistant

STAFF PRESENT

Visitors Present: Steve Kelley, OSBA

VISITORS PRESENT

2. SUPERINTENDENT / BOARD TRANSITION PROGRAM. Review / create a robust Superintendent Evaluation System:

SUPT / BOARD TRANSITION PROGRAM

Brief Introductions were held. Board members shared their name, time on the Board, their day job, and a piece of advice to fellow board members.

Discussion was held on Collaborative Governance: an approach that utilizes effective partnerships to learn and lead together in an environment of trust and respect with a shared focus on high expectations/outcomes for all students through collective responsibility, accountability, and support.

Collaborative Government is important for Board and Superintendent relations as well as Board and Community Partnerships. Equally important is the partnership between Board members to strengthen diversity and welcome conversations to embrace the diversity among the Board. In the end, the only power of a Board is a collective decision. How do you do this? Learning and leading together.

Superintendent Evaluation: Steve Kelley stressed the importance of addressing this task more than just a once a year written evaluation. Intentionally creating opportunities throughout the year will build the relationship with the Superintendent. Stacy Pelster shared that currently the Board uses the OSBA evaluation document but have not been timely in its use. It was noted that there is language in the Superintendent's contract about evaluation timeline.

Steve Kelley suggested the following order.

1. Pre evaluation planning (start of new evaluation year)
2. Check-in meetings (recommended quarterly) held in executive session at a board meeting.
3. Information gathering
4. Compiling results
5. Conclusion – end result evaluation document

The OSBA Evaluation document contains 8 standards for review. The Superintendent's goals should be reflective of these standards. Beyond the standards there can be personal goals as well. The standards in which the Superintendent will be evaluated needs to be determined in a board meeting. This should be done at the beginning of the year. The final evaluation is presented in a public meeting usually at the March board meeting.

Part 1 of the Evaluation Component is the performance standards.

Standard 1: Visionary District leadership

Standard 2: Ethics and Professional Norms

Standard 3: Inclusive District Culture

Standard 4: Culturally Responsive Instructional Leadership and Improvement

Standard 5: Communication and Community Relations

Standard 6: Effective Organizational Management

08-27-2022

Standard 7: Effective Financial Management
Standard 8: Policy, Governance and Advocacy

Part 2 of the Evaluation Component is goals. Goals are generally based on standards but specific goals can come out of a previous evaluation and can be the most effective and impactful. Other goals can be established for the Superintendent from District Goals and District Priorities. In the first year for a new Superintendent Steve Kelley recommends focusing goals on the 8 standards. Focus on relationships, give good feedback, and don't overwhelm the Superintendent with too many areas of focus. Add a couple additional areas after the first year.

Jim Helmen prepared his goals and the areas of focus he developed. Embedded within his 5 goals are the 8 performance standards. Stacey Pelster asked that Dual Credit be a focus and add to goal #2. Susan Wagner asked that the applicable standard referenced in the goals be noted.

Part 3 of the Evaluation Component is Artifacts of Evidence / Self-Evaluation. These three areas are the measurement tools used to prepare an evaluation

1. Board Direct Knowledge. Your direct knowledge of their work, information gathered at board meetings, etc.
2. Superintendent's self-evaluation & evidence such as information shared by the Superintendent in a public meeting, or feedback from the Board to the Superintendent (in an executive session)
3. Targeted feedback survey – Steve Kelley's recommendation is to not do this during the first evaluation cycle but to start it in year two. This survey would be available in December with a February deadline. The survey will not address the full standards. The Board already has some information on this, the survey will address a few areas. OSBA has a bank of questions to assist if desired. A decision needs to be made as to who will receive the survey. It is a targeted survey designed for staff or community. This process runs through OSBA. They collect the responses and provide results to the Board.

Scott Rickard asked who is responsible for holding accountability for student performance? According to Steve Kelley, the Board will ask to receive clear reports on student performance to look at monthly. Also, by working with the District Leadership Team, you are able to hold the system accountable. The Board holds the Superintendent accountable to ensure the systems, framework and procedures are working. The Board does not focus on the "how". Don't direct the strategy, but instead direct the outcome. The Superintendent shares information with the board on the strategies.

The creation of the District Strategic Plan should be the board's priority. The Strategic Plan needs to align with the District's priorities. All reports at Board meetings are linked directly to the Strategic Plan.

A sample timeline for the Superintendent evaluation was discussed.

- At the September 8th board meeting adopt the standards for the Superintendent evaluation and the timeline to complete the evaluation.
- Check-Ins with the Superintendent. Oct. 13, Nov. 10 and Dec. 8 board meetings. This will take place in public session because you are not giving feedback. To provide feedback to the Superintendent recess to executive session. The Superintendent can choose to receive the feedback in public if desired. Steve Kelley suggested the feedback session would go around the table and provide positive feedback, then repeat with any critical feedback. OSBA can help with the first check-in if needed. There would be a cost associated with this assistance.
- Creating the evaluation document - the evaluation is a collective review in one voice. It is not an average of scores, not all comments are listed. The Board must spend time coming up with a collective response. OSBA will come and help if needed. Once this is done it is presented to the superintendent a couple days before the board meeting. At the meeting, in executive session, the board officially reviews the evaluation with the superintendent by having a good conversation. The superintendent leaves the executive session and the board continues discussion and at this time can make adjustments to the evaluation. They then go into regular session to formally adopt the evaluation.

Note: due to the language in the current superintendent contract (receive evaluation in February) Jim Helmen indicated he is willing to have his evaluation formally approved in March. He will submit an email waiving this specific language in his contract.

Board – Superintendent Working Agreement

A sample agreement was shared and discussed. Under the Board's Expectations of the Superintendent there were 15 items noted on the sample document. The board selected their top three:

- Create and/or sustain a district-wide climate of respect and inclusivity among students, staff, parents, and community members.
- Provide the board with the information analysis, and sound professional advice it needs in formulating policy and monitoring district operations/student achievement.
- Provide visionary leadership enabling the district to continually improve the educational experiences of students and achieving the goals which have been established.

Under the Superintendent's Expectations of the Board, Superintendent Helmen and Board Secretary Barb Carr selected their top three:

- Integrity in the highest order
- Willingness to acknowledge and follow the chain of command of the school district.
- Practice of avoiding surprise items at board meetings.

The Board – Superintendent Working Agreement should be reviewed annually in July and formally adopted in a public meeting. After discussion the Board agreed to designate September 29th as a workshop to complete this year's agreement.

Communication:

Steve Kelley shared that policy section A and B is critical to board work and board responsibilities. It is important for board members to know and understand these policies. He specifically addressed:

Policy BBAA – Board members have no authority individually, only collectively. As an individual board member you don't have the authority to get access to information unless the public can have it. If it's confidential information it will be presented to all board members in an executive session. Sample of this would be if there is an issue with a teacher and the board member asks the Superintendent about it and the Superintendent say yes there is an issue and the teacher is on a plan of assistance. No! If you can't share this information with the public, do not share with a board member.

Policy BCG gives the board chair the authority to seek legal advice
 Policy BBAA requires that the board take action to seek a legal opinion

Policy BBF – Board Member Standards of Conduct. Board members can be reported to Oregon Government Ethics Commission and could be fined up to \$1,000.00.

Meeting Agendas can be amended the day of the meeting but not an executive session. Executive sessions must have 24 hour notice. Executive sessions must always be part of the agenda and held within a public meeting whether that is a regular or a special meeting.

Creating a flow chart showing who to contact for what was suggested.

It was shared that all personal email accounts if used for board business must be maintained and are subject to public information laws. Jim Helmen suggested getting each board member a District email address. This way maintaining of emails will be done by the ESD.

Crisis Communication – what does this look like?

- As many avenues as possible
- Timely
- Proactive
- Messages shared from only the district office

Non Crisis Communication – what does this look like?

- Individual meeting with board members
- Emails
- Board meeting

Board Task List:

1. District Strategic Plan
2. Set-up monitoring sessions

3. Approve Evaluation Standards & Timeline on Sept. 8
4. "Success for All" workshop series?
5. Educating parents / engagement strategies
6. Board Policies BBAA and BCG
7. Board member district emails

Steve Kelley shared the Board has 3 hours remaining of the new superintendent training. What would the board like to focus on? The following suggestions were given.

- Board to Board relationship building
- **Board / Superintendent Operating Agreement (Sept 29th)**
- Update on Superintendent evaluation process
- Communication issues / adjustments
- Roles & Responsibilities
- **Monitoring sessions – this year do two sessions, 3 hours each**
- Community engagement

3. **Family Engagement & Student Representation Discussion:**

SESSION #3 RECAP

Initially discussed at the last month's meeting, there was a desire to have more time for discussion. Student Representation wasn't about having Board's representative come and give report at a meeting, it was about engagement and having open and honest conversations with students. Amy Cieloha offered to come up with sample questions to discuss at next board meeting.

Susan Wagner mentioned implicit biases and will visit with Jim Helmen privately about this.

Family Engagement:

- Volunteer Program to be developed this school year. Crossing Guards are currently needed.
- Family engagement policy?
- Just hitting the surface – get parents involved as partners.

ADJOURNED: Workshop adjourned at 3:56 p.m.

ADJOURNED

Board Chair

District Clerk