



GRANT SCHOOL DISTRICT NO. 3

401 N Canyon City Blvd. • Canyon City, OR 97820-6111
Phone: (541) 575-1280 • Fax: (541) 575-3614

BOARD MEETING

ZOOM IN BY USING THE FOLLOWING INSTRUCTIONS:

<https://us02web.zoom.us/j/84282324813>

Meeting ID: 842 8232 4813

Passcode: d6v9zw

WEDNESDAY 17 MAY 2023 – 07:00PM

BOARD MEETING AGENDA – REVISED

[* = supplement enclosed]

1.0 PRELIMINARY BUSINESS:

- 1.1 Call to order
- 1.2 Pledge of Allegiance
- 1.3 Agenda Review / Approval
- 1.4 Approval of Minutes *
 - 1.4.1 **05/03/2023 Board Minutes**
 - 1.4.2 **04/19/2023 Board Minutes**
- 1.5 Public Comment / 3-minute limit:
 - 1.5.1 1)
 - 1.5.2 2)
 - 1.5.3 3)

2.0 REPORTS:

- 2.1 Financial/Business Manager – Stacy Durych/ 0 ▶ *Budget Meeting 05/16*
- 2.2 Current Enrollment *
- 2.3 Superintendent *
- 2.4 Administration X5 *

3.0 NEW BUSINESS:

- 3.1 Transportation Report/ Staff and safety/ **Flory**
- 3.2 Seneca Elementary Discussion/ **LD/SD**
- 3.3 MOU – Childcare Department: Classified Salary schedule updates; Teacher: \$20./hr; Teacher’s Assistant: \$16.65/hr/ LD *
- 3.4 Inter District Transfer Agreement/ State Funding/ LD *
- 3.5 Co-op with Prairie City / Monument Schools/ Lusco *
- 3.6 Request for HS Girl’s Soccer/ **Lusco**
- 3.7 School Resource Officer/GESD/ LD
- 3.8 OSBA Board Member Training Sessions – 06/28 at 6:00PM (*added to calendar, next page*)/ LD *
- 3.9 Foreign Exchange Students/ (*revisited for clarification/see 04/19 Meeting Minutes enclosed here*)/ LD *
- 3.10 Board Policies Update/ LD *
- 3.11 Capitol Improvements – Contracts/ (contract provided by: Nick Green)/ LD *
 - 3.11.1 *Bid/Estimate/Contract: Milburn, HVAC contractor to be presented next regular Board Meeting or Work ▶ Special Session*

Board of Directors:



4.0 CONSENT AGENDA

4.1 Accept Resignations: 2

- 4.1.1 Elijah Humbird, English Teacher – Last Day: 05/02/2023/ JR HS Wrestling Coach/ GUHS *
- 4.1.2 Wanda Wenick – Last Day: 06/30/2023/ Teacher – SPED

4.2 Accept New Hires: 3

- 4.2.1 Amy Martin – Start Date: 08/15/2023/ Academic Advising/GUHS
- 4.2.2 Megann Nordstrom – Start Date: 08/15/2023/ Behavioral Interventionist/GUHS
- 4.2.3 Marissa Smith – Start Date: 8/15/2023/ SPED Teacher

** Please Note: CONGRATULATIONS NEW HIRES – WELCOME ABOARD! If Anyone is missed in this section, please let me know, and I will add them to our next Meeting Agenda; myersj@grantesd.k12.or.us – thank you! **

5.0 FUTURE AGENDA AND CALENDAR ITEMS – 2023 / 2024

- 5.1 June 10 GRADUATION DAY!
- 5.2 June 13 Last Day of School
- 5.3 June 14 Budget Hearing/Board Meeting (subject to change)
- 5.4 June 21 Board Meeting
- 5.5 June 28 Board Members Training Session/OSBA – 6:00PM
- 5.6 August 16 Board Meeting
- 5.7 September 20 Board Meeting
- 5.8 October 18 Board Meeting
- 5.9 November 15 Board Meeting
- 5.10 January 17 Board Meeting

6.0 EXECUTIVE SESSION: Move to Executive Session – Motion: Second: Unanimous: at: PM

- 6.1 **ORS 192.660(2):** The governing body of a public body may hold an executive session.
- 6.2 **ORS 192.660(2)(b):** To consider the dismissal or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent who does not request an open hearing.
- 6.3 **ORS 192.660(2)(f):** To consider information or records that are exempt by law from public inspection.

7.0 GOOD OF THE ORDER:

- 7.1 **JB:**
- 7.2 **BC:**
- 7.3 **CL:**
- 7.4 **AG:**
- 7.5 **CR:**
- 7.6 **KS:**
- 7.7 **JT:**

8.0 ADJOURNED: _____ PM

Board Packet posted on district web site at: <https://grantsd3.schoolinsites.com/>

Grant Union School District No.3 does not discriminate in employment, educational programs and activities, on the basis of race, national origin, color, creed, religion, sex, age, disability, veteran status, sexual orientation, gender identity or associational preference. The District also affirms its commitment to providing equal opportunities and equal access to its facilities. For additional information or assistance contact the District office at: (541)575-1280, 401 N Canyon City Blvd, Canyon City, OR 97820 For telecommunications relay services for the deaf, hearing or speech impaired call 1(800)735-2900

Board of Directors:



GRANT SCHOOL DISTRICT NO. 3

401 N Canyon City Blvd. • Canyon City, OR 97820-6111
Phone: (541) 575-1280 • Fax: (541) 575-3614

**APPROVAL
PENDING**

BOARD MEETING

ZOOM IN BY USING THE FOLLOWING INSTRUCTIONS:

<https://us02web.zoom.us/j/84282324813>

Meeting ID: 842 8232 4813

Passcode: d6v9zw

WEDNESDAY 03 MAY 2023 – 07:00PM
(following 6:00PM Work Session)

BOARD MEETING MINUTES – SPECIAL SESSION

[* = supplement enclosed]

1.0 PRELIMINARY BUSINESS:

- 1.1 Call to order/ 9:03PM
- 1.2 Pledge of Allegiance
- 1.3 Agenda Review / Approval/ motion: CR; second: BC; unanimous
- 1.4 Approval of Minutes for April 2023 *
 - 1.4.1 04/19/2023 Board Minutes; move to 05/17 for approval
- 1.5 Public Comment / 3-minute limit:
 - 1.5.1 1) 0
 - 1.5.2 2) 0
 - 1.5.3 3) 0

1/3
1.4.1

2.0 REPORTS:

- 2.1 Financial/Business Manager – Stacy Durych/ 0 ▶ next meeting 05/17
- 2.2 Current Enrollment/ 0 ▶ next meeting 05/17
- 2.3 Superintendent/ 0 ▶ next meeting 05/17
- 2.4 Administration X5/ 0 ▶ next meeting 05/17

3.0 NEW BUSINESS:

- 3.1 Co-op Update and Proposal; Stipends – Custodial Staff/ Louis Dix/ motion: CR; second: JB; 1 nay/ Chairman AG moved to vote: yay: 6; nay: 1 (CL) ▶ passed
- 3.2 OSBA Board Member Training Sessions/ Louis Dix/ ▶ Moved to 05/17
- 3.3 Additional Staffing for HR/Business Office/ Louis Dix/ Need budget discussion for schools, defining live items and organizing first/ more discussion at a later date
- 3.4 Board of Directors Goals for 2023/24 School Year/ Louis Dix/ Revisit 06/21 Board Meeting
- 3.5 Capitol Improvements – Contracts/ Nick Green */ During our Work Session presentation during the summary of approval required projects, we learned the GU JR/SR HS building is aging, including: structure (not earthquake/natural disaster proof), electrical, plumbing and mechanical/ we heard from our students and staff via video expressing and visually showing the severe areas of the school that require immediate attention/ two additional presenters (provided by: Nick Green) were virtually present for the “structure” presentation and for the video presentation.
 - 3.5.1 Summary of Projects/8 pages/ * *
 - 3.5.2 Calendar: tree removal; fencing/ 1 page/ * *
 - 3.5.3 Contract: Iron Triangle – boiler building/ 10 pages/ * *

Board of Directors:



- 3.5.4 Contract: Ditroen/ GUHS – interior (library)/ 8 pages/ * *
- 3.5.5 Contract: Field’s Tree Service – tree removal/ 7 pages/ * *
- 3.5.6 Contract: Timber Basin Contractors – fencing/ 8 pages/ * *
- 3.5.7 Bid/Estimate: JB’s Roofing Inc – GUHS/ 15 pages/ * *
- 3.5.8 Award Letter: ZCS Engineering Architecture – JB’s Roofing/ 1 page/ **Special Note: A ~~96~~-page 92-page specifications report has been posted to our website as: 05/03/2023 Board Meeting Addendum**
- 3.5.9 Bid/Estimate/Contract: Milburn, HVAC contractor to be presented next Work ▶ Special Session/ Contract pending GSD3 legal review and approval to move forward/ * * All approved as follows: motion: CR; second: JB; 1 nay (BC)/ Chairman AG moved to vote: yay: 6; nay: 1 (BC) ▶ passed

4.0 CONSENT AGENDA

4.1 **Accept Resignations: 4**

- 4.1.1 Skyelar Evins – Last Day: 04/13/2023/ Teacher’s Aid/Humbolt
- 4.1.2 Marcus Teague – Last Day: 06/16/2023/ Language Arts/Spanish/GUHS
- 4.1.3 Sierra Elliott – Last Day: 06/22/2023/ Secretary/Seneca
- 4.1.4 Kalli Wilson – Last Day: 06/30/2023/ Business Instructor/GUHS

4.2 **Accept New Hires: 2**

- 4.2.1 Trina Fell – Start Date: 04/19/2023/ Daycare/Preschool Director/GSD3
- 4.2.2 **Dennise Blevins – Start Date: 08/15/2023/ English Teacher/GUHS/ motion: JB; second: BC; unanimous**

5.0 FUTURE AGENDA AND CALENDAR ITEMS

- 5.1 May 16 Budget Meeting/ 6:00PM
- 5.2 May 17 Board Meeting
- 5.3 June 14 Budget Hearing/Board Meeting
- 5.4 June 21 Board Meeting
- 5.5 June 10 HS GRADUATION!
- 5.6 June 13 Last Day of School

6.0 **GOOD OF THE ORDER: JB:** Lot’s of big discussions made. **CL:** Early meeting end; wants open discussion. **JT: 0; KS:** Thanks; **CR:** Requested clarity on services cost to Nick Green; ESSR funds ~ \$15,000.00/month/ **SD; BC:** Awareness of where money is spent/ prioritizing; **AG: 0; LD:** inter district transfers to other districts they receive \$0.00 unless both district agree to 50/50 funding [with resident district].

7.0 **ADJOURNED: 8:58PM/ motion: CR; second: BC; unanimous**

2/3
1.4.1

Board Packet posted on district web site at: <https://grantsd3.schoolinsites.com/>

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Board of Directors:

Jessi Brunson ● Brandon Culley ● Chair: Alicia Griffin ● Chris Labhart ● Dr. Colleen Robertson ● Kelly Stokes ● Jake Taylor

Grant Union School District No. 3

PLEASE SIGN IN

BOARD MEETING

District Office Board Room

DATE: 05/03/2023 TIME: 6:00pm (work); 7:00 (Special)

CHECK if you wish to address the Board during

Public Forum

NAME (please print)

TOWN REPRESENTING

3 min limit

- | | | |
|--------------------------|------------------------------------|--------------------|
| <input type="checkbox"/> | <u>Shanna Notnaway</u> | _____ |
| <input type="checkbox"/> | <u>Karen Shelton</u> | _____ |
| <input type="checkbox"/> | <u>Andy Lusco</u> | _____ |
| <input type="checkbox"/> | <u>Janine [unclear]</u> | _____ |
| <input type="checkbox"/> | <u>Alan Dunch</u> | _____ |
| <input type="checkbox"/> | <u>Cindy [unclear] Spence</u> | <u>Canyon City</u> |
| <input type="checkbox"/> | <u>TAMARA FRANK</u> | _____ |
| <input type="checkbox"/> | <u>Elijah Hank</u> | _____ |
| <input type="checkbox"/> | _____ | _____ |
| <input type="checkbox"/> | _____ | _____ |

3/3
1.4.1



GRANT SCHOOL DISTRICT NO. 3

401 N Canyon City Blvd. • Canyon City, OR 97820-6111
Phone: (541) 575-1280 • Fax: (541) 575-3614

BOARD MEETING / SENECA SCHOOL

**APPROVAL
PENDING**

ZOOM IN BY USING THE FOLLOWING INSTRUCTIONS:

<https://us02web.zoom.us/j/84282324813>

Meeting ID: 842 8232 4813

Passcode: d6v9zw

WEDNESDAY 19 APRIL 2023 – 07:00PM / SENECA ELIMENTARY SCHOOL

BOARD MEETING MINUTES

[* = supplement enclosed]

1.0 PRELIMINARY BUSINESS:

- 1.1 Call to order/ 7:02PM
- 1.2 Pledge of Allegiance
- 1.3 Agenda Review / Approval/ motion: CR; second: JT; unanimous
- 1.4 Schedule next Work Session ▶ Special Session: May 03, 2023
- 1.5 Website Presentation of Board of Directors/ Jessi Brunson Jesse—webmaster
 - 1.5.1 Do we want email made public/ Yes, using gsd3board(1-7)@grantesd.org email addresses
 - 1.5.2 Term Expiration/ Yes
 - 1.5.3 Status on legible map identifying zones/ Yes
- 1.6 Status on New Drug Policy/ Jessi Brunson/ We have coverage under other policies
 - 1.6.1 Information has been compiled that may facilitate revising our current policy/ Will bring to next board meeting (05/17/2023)
- 1.7 Approval of Minutes for March 2023 */ motion: CR; second: JB; unanimous
 - 1.7.1 03/22/2023: Approved
 - 1.7.2 03/15/2023: Approved
 - 1.7.3 03/08/2023: Approved
- 1.8 Public Comment / 3-minute limit:
 - 1.8.1 1) 0
 - 1.8.2 2) 0
 - 1.8.3 3) 0

1/8
1.4.2

2.0 REPORTS:

- 2.1 Financial/Business Manager – Stacy Durych */ Presented progress of budget plan for presentation during our Budget Meeting 05/16/2023 6:00PM, district office
- 2.2 Current Enrollment */ Seneca: 13 (up 1); Humbolt: 246 (up 1); GUHS: 207 (up 3) = +5
- 2.3 Superintendent */ Addressed Audience about written monthly report provided publicly < meeting
- 2.4 Administration X5 */ All reports provided publicly prior to meeting

3.0 NEW BUSINESS:

- 3.1 Memo of Understanding between GSD3 ad Oregon Schools Employee Assn/ Cammi Copenhaver */ MOU-1) Pesticide Sprayer: Consider stipend/ Oregon requires licensed personnel to spray pesticide – requesting stipend for \$2,000.00 plus travel time and expenses; MOU-2) Bus Mechanic Wage: Not competitive; requesting at least \$30.00/hour plus benefits (roughly \$15,000.00/year); MOU-3) Duties

1 | Posting by: 05/19/2023/ LD/jm
2023-0419 - Meeting Minutes

Board of Directors:

Jessi Brunson ● Brandon Culley ● Chair: Alicia Griffin ● Chris Labhart ● Dr. Colleen Robertson ● Kelly Stokes ● Jake Taylor



– Dustin Wilson, Custodian: Responsible for many duties for our 2 schools and district office; often called out to assist Parks and Recreation with maintaining the 7th Street Complex; significant funding provided for Parks and Recs for maintenance, why is Dustin being called for assistance? A matter that will be addressed and reported on at a later date. **STACY DURYCH** addressed the board to consider approval of auto/diesel mechanic wage now – remains most cost effective than continuing to outsource our repair needs. Motion: JB; second: JT; not in favor: CL

3.2 Hosting Foreign Exchange Students; costs; Homeland Security/ **Mark Witty** via Zoom */Two types VISA's: F1) State pay tuition; host family \$0.00; F2) \$17,250.00 paid to school/host family; \$3,655.00 homeland Security will run numbers to see if visit will meet criteria; does not have to be an accredited HS. **CONFERRED W/ MARK WITTY FOR CLARIFICATION:** Following a 05/08/2023 Email exchange the following has been determined: '\$3,000.00 for I-17 Form; \$655 for Homeland Security site visit; \$0.00 to Witty (outside SOP); **TOTAL COST TO GSD3: \$3,655.00.** This amount is balanced against a minimum of each student bringing in \$10,000.00 in revenue [to the district].'
Please see attached 3-page Email exchange for reference.

3.3 OSBA Board Member Training Sessions/ Louis Dix

3.4 Transportation – Safety concerns/; presented by: ~~Janet Myers Sharon Flory, Transportation Manager~~

3.4.1 Driver shortage

3.4.2 Bus rides often over capacity/ Example: 90 students/staff on 1 bus = 25 over capacity ▶ *Moved to our 05/17/2023 Board Meeting ▶*

3.5 Seneca School Mascot/ Louis Dix/ Mascot requested: “Seneca Loggers”! Motion: CL; second: JT; unanimous: YES

3.6 ~~Capitol Improvements – Contracts/Nick Green *~~

3.6.1 Summary of Projects/3 pages

3.6.2 Calendar: tree removal; fencing/ 1 page

3.6.3 Contract: Ditroen/ GUHS interior (library)/ 8 pages

3.6.4 Portfolio: Ditroen/ 24 pages

3.6.5 Contract: Field's Tree Service tree removal/ 7 pages

3.6.6 Contract: Timber Basin Contractors fencing/ 8 pages

3.6.7 Portfolio: Timber Basin Contractors/ 26 pages

3.6.8 Bid/Estimate: JB's Roofing Inc GUHS/ 18 pages

3.6.9 Award Letter: ZCS Engineering Architecture JB's Roofing/ 1 page

3.6.10 Bid/Estimate/Contract: Milburn, HVAC contractor to be presented next Work ▶ *Special Session*

3.7 **ADDENDUM – Seneca School Language Immersion Program Presentation/Bre Apostol ***

▶ *All of the above, minus 3.7, moved to our Work/Special Session Board Meeting 05/03/2023 ▶*

4.0 CONSENT AGENDA

4.1 Accept Resignations: 2

4.1.1 Karen Shelton – Last Day: 06/30/2023

4.1.2 Rachele Simmons – Last Day: 06/30/2023

4.2 Accept New Hires: 2

4.2.1 Ersela Dehiya – Start Date: 03/20/2023/ (Sub to Perm/Early Education/Humbolt)

4.2.2 Marissa Smith – Start Date: 03/20/2023/ (Sub to Perm/SPED Instructional Asst/Humbolt)

5.0 FUTURE AGENDA AND CALENDAR ITEMS

5.1 May 02 Budget Meeting (moved to 05/16)

5.2 May 03 Board Meeting/Work Session ▶ Special Session/ Starting 6:00PM

5.3 May 16 Budget Meeting

5.4 May 17 Board Meeting

5.5 June 10 GRADUATION!

5.6 June 13 Last Day of School

*2/8
1.4.2*



5.7 June 14 Budget Hearing/Board Meeting

6.0 **EXECUTIVE SESSION: Move to Executive Session – ORS 192.660(2)(b): To consider discipline of employees**

6.1 **Motion: CL; Second: CR.; Unanimous: YES START: 8:33PM**

6.2 **ORS: 192.660 (2)(b): To consider discipline of employee(s).**

7.0 Decision and vote made based on Executive Session.

8.0 **GOOD OF THE ORDER**

9.0 **ADJOURNED: 11:12PM**

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3/8
1.4.2

Board of Directors:

Janet Myers

From: Mark Witty
Sent: Monday, May 8, 2023 4:26 PM
To: Janet Myers; Louis Dix
Subject: Re: exchange students

There is a charge to Homeland Security.....I was not charging for my time which I do for other District's. The District has already paid the fees which include:

1. \$3,000 for filing the I-17 Form
2. Site Visit \$655

The total is \$3,655 of expense.

This is balanced against a minimum of each student bringing in \$10,000 in revenue.

This ship has sailed.....the fees have been paid.....again, if there is a misunderstanding, I would suggest reviewing the taped recording of the meeting.

Mark

From: Janet Myers
Sent: Monday, May 8, 2023 4:20:24 PM
To: Mark Witty; Louis Dix
Subject: RE: exchange students

Thank you for your reply, Mr. Witty!

So if I am understanding clearly, no charge to our school district, is that correct? If not, please advise charges. That is all I need.

Respectfully,

Janet Myers
Board Secretary & Communications Manager
Grant School District No. 3
PH: (541)575-1280 X 3026
FX: (541)575-3614

From: Mark Witty <markwitty@grantesd.k12.or.us>
Sent: Monday, May 8, 2023 4:16 PM
To: Janet Myers <myersj@grantesd.k12.or.us>; Louis Dix <dixl@grantesd.k12.or.us>
Subject: Re: exchange students

4/8
1.4.2

As I recall, the board gave a green light to move forward with the exchange student program. I specifically called out the costs to get registered for the capability to host F1 students as well as the financial benefit due

to the families paying the tuition. I don't remember much discussion. At any rate, we have moved forward with the process

Do you have a recording of the board meeting? I could review it to determine if there were any misunderstandings.....

Mark

From: Janet Myers
Sent: Monday, May 8, 2023 9:08:49 AM
To: Mark Witty; Louis Dix
Subject: FW: exchange students

Good Morning Mr. Witty,

I am requesting clarity for the yellow highlighted area below. Board members during our 05/03 board meeting believed we were not in approval of the Foreign Exchange Student(s) coming here. While other board members thought this was approved. It all boils down to whether or not our school district will have to pay for any of this project and if so, how much. Your time is very much appreciated on this matter.

Respectfully,

Janet Myers
Board Secretary & Communications Manager
Grant School District No. 3
PH: (541)575-1280 X 3026
FX: (541)575-3614

From: Janet Myers
Sent: Thursday, May 4, 2023 12:06 PM
To: Louis Dix <dixl@grantesd.k12.or.us>; Alicia Griffin <[REDACTED]>
Cc: Mark Witty <markwitty@grantesd.k12.or.us>
Subject: RE: exchange students

5/8
1.4.2

Here is an excerpt of our 04/19 meeting minutes that may require clarification and adjustment:

1.0 NEW BUSINESS:

- 1.1 Memo of Understanding between GSD3 and Oregon Schools Employee Assn/ Cammi Copenhaver */ MOU-1) Pesticide Sprayer: Consider stipend/ Oregon requires licensed personnel to spray pesticide – requesting stipend for \$2,000.00 plus travel time and expenses; MOU-2) Bus Mechanic Wage: Not competitive; requesting at least \$30.00/hour plus benefits (roughly \$15,000.00/year); MOU-3) Duties – Dustin Wilson, Custodian: Responsible for many duties for our 2 schools and district office; often called out to assist Parks and Recreation with maintaining the 7th Street Complex; significant funding provided for Parks and Recs for maintenance, why is Dustin being called for assistance? A matter that will be addressed and reported on at a later date. STACY DURYCH addressed the board to consider approval of auto/diesel mechanic wage now – remains most cost effective than continuing to outsource our repair needs. Motion: JB; second: JT; unanimous

Hosting Foreign Exchange Students; costs; Homeland Security/ **Mark Witty via Zoom */Two types VISA's: F1) State pay tuition; host family \$0.00; F2) \$17,250.00 paid to school/host family; \$3,655.00**

homeland Security will run numbers to see if visit will meet criteria; does not have to be an accredited HS.

MR. WITTY – Please elaborate further on any detail I may have missed during your 04/19 presentation, in addition to the request from Mr. Dix regarding approval. Thank you Sir!

Respectfully,

Janet Myers

Board Secretary & Communications Manager
Grant School District No. 3
PH: (541)575-1280 X 3026
FX: (541)575-3614

~
Speak Little – Do Much.
Ben Franklin

From: Louis Dix <dixl@grantesd.k12.or.us>
Sent: Thursday, May 4, 2023 9:33 AM
To: Alicia Griffin <~~alicia.griffin@emall.com~~>; Janet Myers <myersj@grantesd.k12.or.us>
Cc: Mark Witty <markwitty@grantesd.k12.or.us>
Subject: exchange students

Good morning Alicia and Janet. I've included Mark Witty in this email. Based on the conversation from our April Board Meeting, I was under the assumption that our board was in support of moving forward with the Exchange Student Program, with Mark Witty. Based on last night's board meeting, has this changed? We had one board member last night concerned about spending the 3K on this, we've already paid for this to begin. I have contract that I need to sign and send to Mark Witty today for this process to continue.

Janet – can you please send us the language from the last board meeting regarding the exchange student discussion. Thank you.

Would you like us to hold off on this until the June board meeting? If we do, it may be too late to have exchange students this next year.

Mark, do you have thoughts on this?

Thank you.

Louis Dix Superintendent

Grant School District #3
401 N Canyon City Blvd
Canyon City, Oregon 97820
dixl@grantesd.k12.or.us
Phone number: 541-575-1280
Every student, every day, whatever it takes!



*6/8
1.4.2*

Grant Union School District No. 3

PLEASE SIGN IN

BOARD MEETING

District Office Board Room

4/5
1.4.1

DATE: 04/19/2023 TIME: 7:00 pm

CHECK if you
wish to address
the Board during
Public Forum

NAME (please print)

TOWN REPRESENTING

3 minute limit

- ~~Sharon Flory~~ Am Coalwell _____
- Sharon Flory - presentation _____
- Stacy Dorych - presentation _____
- M.T. Anderson _____
- Cori Anderson _____
- Makaela Hugbet _____
- Elisa Moore _____
- Lucas Moore _____
- Andy Lusco _____
- Shanna Nashway _____

7/8
1.4.2

Grant Union School District No. 3

PLEASE SIGN IN

5/5
1.4.1

BOARD MEETING

District Office Board Room

DATE: 04/19/2023 TIME: 7:00 pm

CHECK if you
wish to address
the Board during
Public Forum

NAME (please print)

TOWN REPRESENTING

3 min limit

<input type="checkbox"/>	<u>James Bell</u>	
<input type="checkbox"/>	<u>Carol Bush Spier</u>	<u>Canyon City</u>
<input type="checkbox"/>	<u>Nick A</u>	<u>Catalyst</u>
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8/8
1.4.2



GRANT SCHOOL DISTRICT #3

401 N Canyon City Blvd • Canyon City, OR 97820-6111
Phone: (541) 575-1280 • Fax: (541) 575-3614

May 2023

Board Report – Louis Dix

Dear GSD Board,

Administration Update:

- Certified bargaining/negotiations are in full swing. I would like to thank Alicia and Jake for their time with this committee. We'll be working closely and collaboratively with our teacher's union through this process.
- Teacher and Administrative Evaluation Systems: Once we've finished with bargaining we'll begin work once again on our staff evaluation systems.
- Stacy and I have met with Frontline to look at streamlining our HR department, absenteeism and sub systems. We'll continue to look at new systems to better meet the needs of all staff.

Facilities and Grounds:

- Heating and AC project at Humbolt continues to move forward. We're working monthly with Value Engineering on this project.
- Roofing projects for both Humbolt and Grant Union are moving forward.
- GU and Humbolt roof projects should begin around June 19th and completed by Sept. 1st.

Grant Updates

- I'm meeting weekly with Mark Haliburton from our ESD on our Integrated Guidance Grant. Stacy and I will be meeting monthly to look at our overall grant funding, spending and future projects.

Staff/District Updates:

- Summer School Update – July/August- dates TBD. Renting the Canyon City Community Hall for 5 weeks due to our buildings being under construction.
- May Board Meeting will be at District Office
- Our Daycare and Preschool Director position has been filled with Trina Fell. Trina has many excellent years of running a daycare/preschool program in Pendleton. We're very excited to have Trina and her family join our John Day community.
- Childcare Center Update – Trina has been working hard to create job listings, purchasing supplies/equipment, working with our local Childcare Committee, etc. We are making progress! More to come...
- District Budget Committee work will begin in May.
- Current openings for next year: GU: Sped, Math, Counselor/Behavior Interventionist, Academic advisor. Humbolt: 1st grade. Seneca – Primary Teacher. Other openings include – 3 bus drivers.
- Head Custodial/Facilities Manager – Is now a confidential employee.

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BOARD OF DIRECTORS:

Jessi Brunson ■ Brandon Culley ■ Alicia Griffin, Chair ■ Chris Labhart ■ Colleen Robertson ■ Kelly Stokes ■ Jake Taylor

Board Goals Update:

- Student Achievement – State Testing will begin at all 3 school in April. We'll have a better idea of where our students stand in comparisons to other districts across the state and region later this next summer.
 - 2021-22 – Elementary Schools – Attendance above state average, at 69% vs 65%. 3rd Grade ELA – 54% vs the state at 40%
 - GU – Math 18% vs Oregon at 27%. On track to graduate at 90% vs the state at 83%. On time graduation is at 91% vs the state at 81%.
- Communications with Stake Holders – I continue to send out monthly newsletters to families. We're working weekly with our communications specialist and Jesse regarding website updates.
 - Janet and have met with the local radio station a few different times over the last month. In May, we'll begin radio advertisements (Mondays and Tuesday) outlining the outstanding work our district and students are doing.
- Budget – Our business manager will be giving monthly board updates
- Safe and Secure Schools – We're working through the RFP process now regarding security fencing, playground spacing, and welcoming students' commons areas at GU. We're also working on keylock security. The commons areas at GU will definitely create a more positive and inclusive culture.

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BOARD OF DIRECTORS:

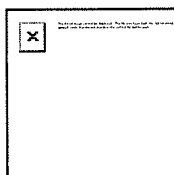
Jessi Brunson ■ Brandon Culley ■ Alicia Griffin, Chair ■ Chris Labhart ■ Colleen Robertson ■ Kelly Stokes ■ Jake Taylor

Janet Myers

From: Louis Dix <dixl@grantesd.k12.or.us>
Sent: Friday, May 5, 2023 4:55 PM
To: Janet Myers
Subject: May Newsletter

Louis Dix

Superintendent



Grant School District #3

401 N. Canyon City Blvd. • Canyon City, OR 97820
Phone: (541) 575-1280 • Fax: (541) 575-3614

May Newsletter

Dear Grant School District families and community,

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Our 2022-23 School Year is quickly winding down. We have a couple announcements prior to the end of our year. The last day of school is June 13th, which will be a full day. Teacher Appreciation Week is May 8-12 This is a wonderful opportunity to thank your child's teacher(s) for the work they've done this school year.

We continue to move forward with our Childcare Center. You'll see job postings on the district webpage over the next few weeks. If interested in potentially working at our Childcare Center, please take a look. Thank you for your consideration. It's our goal to open classes the last week in August. This will depend on hiring and training.

Beginning in June, you'll see roofs being replaced at both Humbolt and GU. We'll also begin putting in the new HVAC system at Humbolt. I'd like to thank our board for making security and student safety a priority. We're in the process right now of securing bids for security fencing and new locking systems to all of our buildings, making GSD3 the safest district in Grant County.

I am looking forward to seeing the results of our State Testing and End of Year Assessments in reading, math, and science. This gives us an opportunity to review and adjust our school improvement goals. Teachers are working diligently to help students finish the year in a strong position to get even better results the following year. Your support and

encouragement have been much appreciated as we have worked together to make this the best year possible for your kids and our students.

I would like to thank all who have volunteered this year within GSD schools. I know our PTA's have worked diligently to support instruction, support field trips, the arts, classroom projects, etc. Thank you! And, thank you to all our classroom volunteers. We sincerely appreciate your effort and time.

Have a wonderful weekend! We sincerely appreciate all you do to support of GSD3.

Your Partner in Education,

Louis Dix, Superintendent

Every student, every day, whatever it takes!

Grant School District 3 would like to continue connecting with you via email. If you prefer to be removed from our list, please contact Grant School District 3 directly. To stop receiving all email messages distributed through our SchoolMessenger service, follow this link and confirm: [Unsubscribe](#)

SchoolMessenger is a notification service used by the nation's leading school systems to connect with parents, students and staff through voice, SMS text, email, and social media.

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Grant Union Junior/Senior High School
May 10, 2023

To: Superintendent Louis Dix and the Board of Directors
 From: Karen Shelton, Principal

Student Achievement:

- New Staff
 - Dennise Blevins-English
 - Amy Martin-Academic Advising
 - Marissa Smith-Sped
 - Megan Nordstrom-Behavior Intervention/Counseling
 - Vacant-Business/Computers
 - Vacant-Vocational Shop
 - Vacant-Health Sciences
- Student Forecasting is complete. Amy Martin participated in the master schedule building workshop with me, she's catching on quick. She will be spending Tuesday afternoons at GU learning about synergy and working on student scheduling.
- Health Sciences is being added, as we have discussed this year. Curriculum will be purchased after July 1 with HSS Funds. This is a great opportunity to provide another CTE pathways and increase work study options, also increasing funding for GU with Perkins dollars.
- Online School options continue to be explored. Mark Witty, Louis Dix, and Andy Lusco will decide our online platform for next year.
- FBLA had four students qualify for nationals! Additionally, FBLA state president is from Grant Union. Nationals is June 26-June 30 in Atlanta Georgia.
- Math Textbook Adoption has been completed.
- State testing results are coming and looking good! This is preliminary data, so it can still change a bit, but the numbers below show where we are at on May 10, 2023.

English Language Arts-Percent Proficient

	State Average 2023	School Average 2023	District to State Difference	State Average 2022	School Average 2022	District to State Difference
7th Grade	44%	53%	18%	47%	69%	22%
8th Grade	43%	57%	14%	45%	50%	5%
High School	52%	75%	23%	50%	72%	22%

Science-Percent Proficient

	State Average 2023	School Average 2023	District to State Difference	State Average 2022	School Average 2022	District to State Difference
8th Grade	25%	24	-1%	27%	26%	-1%
High School	34%	63%	29%	31%	53%	22%

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Math-Percent Proficient

	State Average 2023	School Average 2023	District to State Difference	State Average 2022	School Average 2022	District to State Difference
7 th Grade	29%	38%	9%	30%	36%	6%
8 th Grade	25%	44%	19%	26%	19%	-7%
High School	22%	53%	31%	22%	26%	4%

Upcoming events:

- May 23-Music Concert 6 pm
- May 29-No School-Memorial Day
- June 10-Graduation 10 am
- June 13 Last day of school

Communicating with Stakeholders:

We continue to mail home progress reports every three weeks along with the monthly flyer and lunch menu. The media class is still producing the monthly flyer and works with leadership to keep our social media presence active.

Safe and Secure Schools:

Items that continue to remain on the short list to be addressed: camera coverage (we really need to look at adding a few more, especially after the commons project), keypads for locks, alarms and intercoms. Dustin did some research and found information about an updated system and has shared that with Mr. Dix. We are comparing it to a few other systems, such as epic.

Board Members: Please let me know if you would like to participate in handing out diplomas at graduation.

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Grant Union Junior/Senior High School
May 17, 2023

To: Superintendent Louis Dix and the Board of Directors
From: Andy Lusco, Assistant Principal/Athletic Director

Student Achievement:

- Athletic Intervention for academics appears to be a successful change. Teachers, coaches and athletes are getting used to the system. It encourages work toward improvement.
- I'm working to encourage our Academic Advisor and Behavior Intervention position to utilize a similar intervention system for our struggling students who are not athletes. We would benefit from these systems.

Communicating with Stakeholders:

- We are continuing to improve our use of social media, website, and school messenger to communicate changes to athletics.
- Our schedules have been updated with changes in real time for parents, coaches, and students. I'm working on a single schedule for the school/district to better coordinate across the district for Athletics and Activities.
- We are working with Every Day Matters and the ESD to implement attendance improvement initiatives. Our 4th quarter attendance initiative has been kicked off, and we are excited for the challenges and incentives.
- I am working to be available to parents in a timely fashion. No message goes more than 24 hours without a response. We have fielded a lot of calls over the past few weeks.
- We have purchased rschooltoday.com as a new system for athletic, facility, and transportation planning.
- High School Girls Wrestling is now a stand-alone OSAA sport. We will probably need to revisit the coaching requirements that come with that as a Title-9 issue.
- I am working to get a Regional Junior High Girls Wrestling season opposite of Girls Basketball to create some equity of opportunity for girls in that area. This may create some additional coaching issues as well.
- New shot clocks for basketball are necessary for next season. Shot Clocks have been purchased and installation will occur this summer.

Safe and Secure Schools:

- A review of the cameras and blind spots would be appropriate soon.
- Strongly suggest we come up with a plan for keys and securing our doors.
- There are a few safety issues on the horizon in athletics that will come this year (Track runway/mat, jumps cover, baseball and softball fields need soil, well-head on football field, and the gym floor water damage).
- Budgeting for the cost of repairs to facilities/playing surfaces would be appropriate for discussion and planning. We need a specific budget to maintain our playing surfaces outside of the athletic budget. For example: paying a flooring company to do a maintenance coat on the gym floor every year may be a good investment.

Upcoming events:

- Baseball is into the District Playoff Season, we are hoping to make the State Playoffs. Softball is in the State Playoff picture as well. Golf went to District son May 8/9. Track and Field Districts are May 20.
- If we are going to pursue Girls Soccer for next fall, the Board would need to approve and fund the program.
- There is an effort to move Junior High Girls Wrestling before Christmas Break, this would require a Junior High Assistant Coaching Stipend and transportation.

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May 2023 Board Report for Humbolt Elementary School

Current Enrollment: ~~245~~ 247

Board Priorities

- **Student Achievement**
 - Students were recognized for academics during Afternoon Assembly through Student of the Month awards, 100 Book Club trophies, and ReadnQuiz recognition.
 - Completed SBAC testing for grades 3-6.
 - End of year benchmark assessments will begin the week of May 15.
 - Spring Open House is scheduled for May 17.
 - Kindergarten Round-Up and Move-Up days were held during the end of April and beginning of May. Assessments are scheduled for June 2.
 - 6th Grade Outdoor School will be at Lake Creek Camp June 5-8.
 - End of year goals and evaluations will begin the first week of June.
 - Teachers are planning end of year field trips.
- **Communicating with Stakeholders**
 - Newsletters continue to go out to all staff weekly and to families monthly.
 - Certified staff meetings are held on contract Fridays and classified meetings weekly.
 - Little Pro Postcards were sent home to recognize students' positive behavior.
 - Communication and celebrations are shared regularly on social media.
 - Families are invited to attend school-wide assemblies for student recognition.
- **Budget**
 - Teacher Wants/Needs lists are have been completed.
 - We are ready to create budget priorities for 2023-2024.
 - We are continuing to work on grant-funded projects/
- **Safe and Secure Schools**
 - Our spring secure/lockdown drill took place on April 26. All classrooms were cleared to resume normal operations in under seven minutes! May's fire drill is scheduled for May 23.
 - Character trait of the month for May is Problem-Solving. We are incorporating this into our Afternoon Assemblies and daily routines.
 - Safety assessments and Safety Team meetings are held monthly.
 - Students were recognized for character during Afternoon Assembly. April's character trait was Perseverance.
 - Self-Manager badges, PBIS rewards, and Running Club prizes were presented during Afternoon Assembly.

Recent/Upcoming Events

- | | |
|---------------------------------------|--|
| ○ 5/1-5/5: Scholastic Book Fair | ○ 5/23: 6th Grade Band and Choir Concert |
| ○ 5/2: Kindergarten Round-Up | ○ 5/25: Fun Run |
| ○ 5/8-5/11: Teacher Appreciation Week | ○ 6/1: 7th Grade Parent Orientation |
| ○ 5/17: Open House | ○ 6/7: 6th Grade Move-Up Day |

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**Grant School District #3
May 2023 Board Report**



To: Mr. Louis Dix and Grant School District #3 Board of Directors
From: Shanna Northway, Special Programs Director

Student Achievement: Meet or exceed state academic standards and develop strategies to meet graduation requirements for all students while supporting individual talents.

- Extended assessments are partially done, these are relatively time consuming, but will be finished by the end of the testing window, which also closes on June 2nd. These are administered individually to our most impacted students, and often take more than one sitting to complete.
- We have hired a Special Education teacher for Grant Union 23-24 school year. This position has gone unfilled for the past 5 years. We are very pleased to welcome Marissa Smith to our SPED team. Marissa joins us with a Bachelor's of Science in Psychology and a minor in Health Studies and is enrolled in a Master's of Special Education Program. She is a proud graduate of Grant Union Jr/Sr High School and is excited to come back home.

Communicating with Stakeholders: Communicate using a variety of means and media to keep the Board and community informed.

- Special education teachers are busily setting up transition meetings for our students with IEPs who are moving from Humbolt to Grant Union or from preschool into Kindergarten. These meetings help teams to collaborate on plans to ensure that students start with a good program in their new setting. Ensure that IEP fit the new setting and no further accommodations are needed.
- Fourth quarter progress reporting is drawing near. Teachers have already began making sure that data collection is on track to meet timelines for reporting.
- Next year's projections for IEP or 504 students, not covered by the above transition meetings, are also being considered. Caseloads are being assigned to SPED teaching staff and IEP meeting dates are being set for the 23-24 school year.

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Budget: Provide a budgetary financial plan that supports a positive learning environment, encourages academic and technological excellence and maintains or improves district facilities.

- Budget priorities have been established by the special education team for next year. We are looking at relocating one of our SPED rooms at Humbolt to make room for the daycare as well as upgrading a room at Grant Union for a one on one student.
- Staff has worked to identified newly updated research-based curriculum to be used in the resource room at Humbolt. This will ensure that specially designed instruction is using research-based curriculum.
- SPED staff have submitted their final purchasing needs for the 22-23 school year. All purchasing for the department was complete as of today.

Safe and Secure Schools: Provide a welcoming culture where students are safe and cared for while maintaining the rigor expected of our students.

- I have been working with Andy during the planning phase of the library/office remodel at Grant Union to ensure that the SPED department has access to a confidential conference room as well as office space.
- We are currently working to revamp Room 6 space at Grant Union to support the transition needs of a highly impacted student.
- We have filled the Behavior Intervention position. This person will work closely with our SPED department as well as provide support for students that need extra support to be successful at school. We are excited to welcome Megan Nordstrom to our Grant Union team. Megan comes to us with a Bachelors of Science in Behavioral Health with an emphasis on trauma and will be obtaining her Master's in School Counseling. Megan has worked for the past 4.5 years as a Family Support Specialist for Families First and is also a former Grant Union Graduate.

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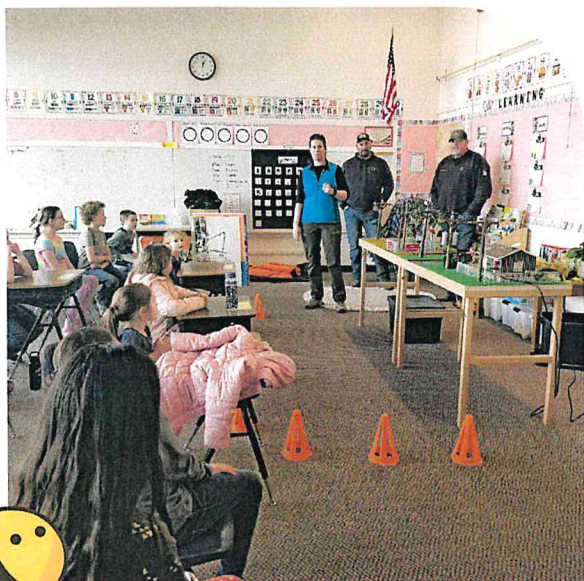
Seneca News

STUDENT ACHIEVEMENT

K-2: The class was really excited to attend the Mitchell Track Meet and practiced hard to prepare for their running events and the long jump. They're getting ready to take end of the year progress tests and then get outside for a couple of end of year field trips.

3-4th: Third and fourth graders are finishing up state testing. As a class, they wrote their own skit for the Spring Program, which they will perform on May 18th. The kids are eager to get outside now that the weather has changed, and they are looking forward to upcoming outdoor activities.

Whole school upcoming events:
Mitchell Track Meet May 15th @ 9:30am
Spring Program May 18th @ 6pm



*OTEC'S VISIT TO SENECA
SCHOOL*

COMMUNICATING WITH STAKEHOLDERS

Our Career Day was a success! Students heard from a veterinarian, police officer, EMT, and the forest service. All of the presentations were wonderful and interactive.

We have begun the process of stocking the library with new books. Grace Taylor raised over \$1500 that is being used in addition to the library grant funds.

STUDENT OF THE MONTH: QUENTIN



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SAFE AND SECURE SCHOOLS

OTEC came and discussed electricity safety with the students. They learned that they need to be very careful with power lines and call 911 if they see one down in the road. They also learned about conductors and how to avoid touching anything that electricity could be flowing through due to a downed power line. Thanks OTEC!

Memorandum of Understanding
Between
Grant School District #3
And
Oregon Schools Employee Association

Classified Union Recommendations:

1. Recommendations for changes, due to our new Humbolt Childcare Center:
 - a. Teacher wages: \$20. per hour
 - b. Assistant wages: \$16.65 per hour

These would be added to the Classified Bargaining Agreement as starting wages for these two positions.

For the District:

Louis Dix, Superintendent

Date: _____

For the Union:

Cammi Copenhaver

Date: _____

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Inter-District Transfer & Tuition Agreement

This agreement (the "Agreement") is entered into effective on the date of signing between Monument School District and Long Creek School District. For the purposes of this Agreement, the "Resident District" will be the district that the student resides/lives in; whereas the "Attending District" will be the district that the student attends after the acceptance of the Inter-District Transfer. Pursuant to ORS 339.125 both Districts agree as follows:

I. Duration of Agreement.

The parties agree that this Agreement shall be in effect for the 2022-2023 and 2023-2024 school years, effective the beginning of the 2022-2023 school year.

This Agreement shall automatically renew for an additional two-year period unless either the Attending District or Resident District school boards vote for non-renewal in April 2024. In the event either of the school boards vote for non-renewal, this Agreement expires on May 1, 2024.

Either party may dissolve this agreement by board resolution, which will take effect no sooner than 30 days after the resolution is passed.

II. Attending District Obligations.

The Attending District shall admit all students approved by the Attending and Resident Districts for inter-district transfer agreements ("Transfer Students") during the 2022-23 and 2023-24 school years.

The Attending District will provide all approved students the same instruction, services, and facilities for learning as are provided by Attending District to its own resident students including but not limited to meeting the requirements of the standards described in OAR chapter 581, division 21 and ensuring a free, appropriate public education in the least restrictive environment for students on an Individualized Education Program. The Attending District will claim the Transfer Students in all required state reporting including but not limited to state school fund, special education, graduation, and assessment reporting.

The Attending District will provide Transfer Students with transportation within the Attending District's boundaries. Attending District is not required to provide transportation outside the boundaries of the school district to Transfer Students unless required to do so by State or Federal law.

The Attending District shall claim each student as a resident student for the purposes of claiming basic school support under the State School Fund and shall report itself as the Resident District of record for ADM purposes. The Attending District shall report the student as a resident student for ADM per ORS 339.133.

The Attending District agrees to a 50/50 split of the General-Purpose Grant Rates per Extended ADMw amount of the Attending District as shown on the most recent May ODE District

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Estimate for the Attending District, including the poverty weighting. Additional weighting for ELL, Pregnant and Parenting, and Special Education will remain with the attending district.

Upon receipt of the Resident District's annual bill, the Attending District will pay to the Resident District 50% of the General-Purpose Grant per Extended ADMw amount as shown on the most recent May ODE District Estimate for the 2022-2023 school year for all approved inter-district agreements. Final billing will occur after second semester ends so that actual FTE can be calculated per student.

III. Resident District Obligations.

Upon approval of a Transfer Student, the Resident District shall release to the Attending District all student records for the Transfer Student.

The Resident District agrees to a 50/50 split of the General-Purpose Grant Rates per Extended ADMw amount of the Attending District as shown on the most recent May ODE District Estimate for the Attending District, including the poverty weighting.

The Resident District will annually bill the Attending District for 50% of the General-Purpose Grant per Extended ADMw amount as shown on the most recent May ODE District Estimate for the 2022-2023 school year for all approved inter-district agreements. Final billing will occur after second semester ends so that actual FTE can be calculated per student.

IV. Good Faith.

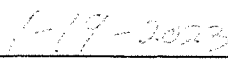
The parties agree to the terms of this agreement and shall in good faith enforce this agreement for the duration stated within.



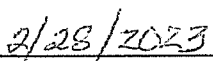
Monument School Board Chair



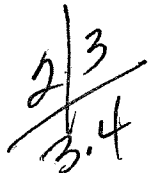
Long Creek School Board Chair



Board Approval Date



Board Approval Date



Inter-District Transfer and Tuition Agreement Addendum

This addendum agreement is to be attached to the Inter-District Transfer & Tuition Agreement approved by both Monument and Long Creek School Boards and shall be binding as long as agreements are effective.

If one of the school boards' takes action to dissolve, SSF will only be claimed through the end of the agreement (30 days from the board action to dissolve). The calculator will be used and the days of enrollment will only be calculated using the number of days before the agreement ended. Thirty days after the resolution to dissolve, by either Board, practice will shift back to no SSF being claimed by either District and it being left with the state.

Laura Allen 2-23-23

Monument SD Superintendent

Date

Larry Gleye 2-23-23

Long Creek SD Superintendent

Date

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Cooperative Sponsorship Proposal

Prairie City has requested a 4-year agreement for the current Cooperative Agreement. We currently have a cooperative agreement in Softball, Baseball, Boys Wrestling, Girls Wrestling, and Junior High Wrestling.

We would suggest that it is a package deal for 4 years that includes all current programs as this has been the traditional coop for several years.

Costs:

If we maintain this current arrangement the cost breakdowns are included here. Coaching salaries for these programs are approximately \$50,700 per year*. The approximate costs for officials, equipment, and other incidentals is \$45,000 per year. This does not factor in any amortized costs for long-term costs of fields, wrestling mats, or other facility improvements over the history and future of each program. An estimated cost of \$20,000 per year to cover the improvement and maintenance of facilities (7th Street Fields, wrestling room, and wrestling mats) is probably an incredibly conservative projection of costs when the actual cost of facilities and maintenance is projected over time. No transportation, payroll, PERS, or other costs are factored into this estimate of costs. These are expenditures that should certainly be considered, but are not included in this proposal.

These programs are maintained and managed at a competitive level regardless of student participation numbers. In essence, there are static costs to keep the program intact for the years that Prairie City would like to access the programs. Taking into account just coaching costs, athletic budget costs, and general facility costs, the total cost for yearly operations of the programs Prairie City would like to access is \$115,700.

In 2022/23 Prairie City paid \$11,250, which is 9.7% of the annual cost.

Looking forward, Prairie City School projects about 15 students per class on average (60 HS students) to about 36 students per class for Grant Union (144 HS Students). Prairie City has approximately 30% of the total HS students in the cooperative.

30% of the total annual cost of \$115,700 is \$34,710. This would be the expected contribution per year over the next 4 years if Prairie City Schools is expected to pay a cost equal to the percentage of high school student who have access to Grant Union Programs through the Cooperative Agreement.

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*This assumes that we will have to hire a Head Girls Wrestling coach at some time in the next few years in order to be Title 9 compliant, without this position factored in, the total would be approximately \$44,900 per year. This also does not include pay raises that will be factored into the new contract.

Cooperative Sponsorship Estimate of Annual Costs

Sport	Approximate Coaching Costs	Approximate Athletic Budget Amount
Baseball	11,200	10,000
Softball	11,200	10,000
Wrestling Boys	11,200	10,000
Wrestling Girls	11,200	10,000
JH Wrestling	5,900	5,000
Dance	6,000	5,000
Golf	6,000	4,000
Cross Country	6,000	4,000
JC Cross Country	3,200	2,000
	71,900	60,000

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CONTENTS

- Summer Board Conference**
August 11-13
Salem Convention Center
(Please note date and location change)
- 1) **AC-AR** – Discrimination Complaint Procedure, **Required**
EHB – Cybersecurity, Optional – *New*
EHB-AR – Cybersecurity, Optional – *New*
GCBDF/GDBDF – Paid Family Medical Leave Insurance *, *Version 1*, Highly Recommended – *New*
GCBDF/GDBDF – Paid Family Medical Leave Insurance *, *Version 2*, Optional – *New*
GCBDF/GDBDF-AR – Paid Family Medical Leave Insurance, (*aligns with Version 1 of policy only*), Highly Recommended – *New*
ICB – Religious and Cultural Holidays**, Optional – *New*
IGBHD – Program Exemptions**, Highly Recommended
 - 2) **JFCF-AR** – [Hazing,]Harassment, Intimidation, Bullying, [Menacing,]Cyberbullying, or Teen Dating Violence Reporting Procedures – Student, **Required**
 - 3) **JGE** – Expulsion**, **Required**
KL – Public Complaints*/**, *Version 4*, Highly Recommended
KL-AR(1) – Public Complaint Procedure, Highly Recommended

Policy Update is a subscription publication of the Oregon School Boards Association

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Executive Director
Dave Harvey
Interim Deputy Executive Director
Haley Percell
Chief Legal Counsel
Director of Legal Services
Michael Miller, Attorney
Amy Williams, Attorney
Tonya Brady, Attorney
Leslie Howell, Attorney
Callen Sterling, Attorney
Brian Kernan, Attorney
Therese Holmstrom, Attorney
Spencer Lewis
Director of Policy Services
Rick Stucky
Policy Services Specialist
Leslie Fisher
Policy Services Specialist
Colleen Allen
Senior Policy Services Assistant
Jean Chiappisi
Policy Services Assistant

If you have questions regarding this publication or OSBA, please call our offices:
503-588-2800 or 800-578-6722

COMPLAINT PROCEDURES

Summary

The revisions to the complaint procedures are to clarify timelines and more closely align with legal requirements.

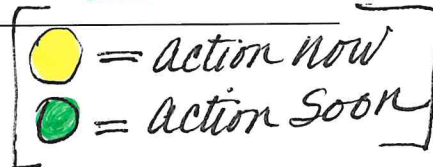
Collective Bargaining Impact

None

Local District Responsibility

Revise and re-approve administrative regulations AC-AR – Discrimination Complaint Procedure (Required) and JFCF-AR – [Hazing,]Harassment, Intimidation, Bullying, [Menacing,]Cyberbullying, or Teen Dating Violence Reporting Procedures – Student (Required). Some districts have AC-AR as a board adopted policy: if your district has done this, the board should adopt any changes. OSBA currently has four versions of policy KL, Public Complaints. Of these, versions one, two and three have an accompanying AR, while version four does not. If the district has version four (includes the complaint procedure in the policy), revise and re-adopt KL – Public Complaints*/** (Highly Recommended). If the district uses version one, two or three of KL – Public Complaints*/**, revise and re-approve KL-AR(1) – Public Complaints (Highly Recommended).

This publication is designed to provide accurate and authoritative information regarding the subject matter covered. It is furnished with the understanding that policies should be reviewed by the district's legal counsel.



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Policy(ies) and ARs Impacted by these Revisions

AC-AR – Discrimination Complaint Procedure, Required
JFCF-AR – [Hazing,]Harassment, Intimidation, Bullying, [Menacing,]Cyberbullying, or
Teen Dating Violence Reporting Procedures – Student, Required
KL – Public Complaints*/**, *Version 4*, Highly Recommended
KL-AR(1) – Public Complaint Procedure, Highly Recommended

CYBERSECURITY

Summary

Cybersecurity is an increasing issue in schools across the country. To help districts establish norms and procedures, OSBA is releasing a new optional policy.

Collective Bargaining Impact

None

Local District Responsibility

Consider adopting new policy EHB – Cybersecurity (Optional) and approving EHB-AR – Cybersecurity (Optional).

Policy(ies) and ARs Impacted by these Revisions

EHB – Cybersecurity, Optional – *New*
EHB-AR – Cybersecurity, Optional – *New*

PAID FAMILY LEAVE INSURANCE

Summary

The Oregon Legislature has passed paid family leave laws with benefits becoming available on September 3, 2023. This policy is intended to help districts make decisions and implement these laws. The district has the option of using the state-run program Paid Leave Oregon, or continuing with an equivalent plan and there is a model policy available for either situation.

If the district chooses Version 1, there is an accompanying administrative regulation (AR) which is highly recommended to support adoption of Version 1 of the model policy; these are highly recommended if the district will be using Paid Leave Oregon to support this program. The accompanying AR includes procedure language covering topics such as: application; employee notices; concurrent use of district-provided leave; return to work; communications; employer notices; filings; employee protections.

An administrative regulation is not necessary if Version 2 of the model policy is selected.

Collective Bargaining Impact

Districts may bargain aspects of paid family leave. Many districts have received requests to bargain regarding over these topics.

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Local District Responsibility

Determine whether the district will be using Paid Leave Oregon or an equivalent plan. If using Paid Leave Oregon, consider adopting policy GCBDF/GDBDF Paid Family Medical Leave Insurance * (Version 1) and the accompanying AR (both Highly Recommended). If using an equivalent plan, consider adopting GCBDF/GDBDF Paid Family Medical Leave Insurance * (Version 2).

Policy(ies) and ARs Impacted by these Revisions

GCBDF/GDBDF – Paid Family Medical Leave Insurance *, *Version 1*, Highly Recommended – *New*

GCBDF/GDBDF-AR – Paid Family Medical Leave Insurance, (*aligns with Version 1 of policy only*), Highly Recommended – *New*

GCBDF/GDBDF – Paid Family Medical Leave Insurance *, *Version 2*, Optional – *New*

CULTURAL AND RELIGIOUS HOLIDAYS

Summary

Districts are prohibited from discriminating against student, staff and community members on the basis of religion and other protected classes. To assist districts in valuing the cultural and religious backgrounds of the communities that they serve, OSBA is releasing new optional policy ICB– Religious and Cultural Holidays**. OSBA has also updated policy IGBHD - Program Exemptions** to more closely match the legal requirements for requesting an exemption from school activities.

Collective Bargaining Impact

None

Local District Responsibility

Revise and re-adopt policy IGBHD – Program Exemptions** (Highly Recommended). Consider adopting new policy ICB – Religious and Cultural Holidays** (Optional).

Policy(ies) and ARs Impacted by these Revisions

ICB – Religious and Cultural Holidays**, Optional – *New*

IGBHD – Program Exemptions**, Highly Recommended

EXPULSION

Summary

ORS 339.250(2) and OAR 581-021-0070 require school districts to have a policy on expulsion. There has been some confusion on the board's role in expulsions, especially related to the expulsion hearing. This change clarifies the board's role and gives the board the option of delegating the hearings officer role in the policy, thus relieving the board of the obligation to meet every time there is a recommendation for expulsion to designate a hearings officer. The board retains authority on appeal.

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Collective Bargaining Impact

None

Local District Responsibility

Revise and readopt policy JGE - Expulsion** (Required).

Policy(ies) and ARs Impacted by these Revisions

JGE – Expulsion**, Required

ABOUT *POLICY UPDATE*

Policy Update is a subscription newsletter providing a brief discussion of current policy issues of concern to Oregon school districts, education service districts, community colleges, and public charter schools.

Sample model policies reflecting these issues and changes in state and federal law, if applicable, are part of this newsletter. These samples are offered as a starting point for drafting local policy and may be modified to meet particular local needs. They do not replace district legal counsel advice.

To make the best use of *Policy Update*, we suggest you discuss the various issues it presents and use the sample model policies to determine which policies your district should develop or revise, get ideas for what a policy should contain, and as a starting point for editing, modifying and discussing your district's policy position.

If you have questions about *Policy Update*, sample policies or policy in general, call OSBA Policy Services, 800-578-6722 or 503-588-2800.

TRY OUR ONLINE POLICY DEMO

OSBA's online policy service has a demo site for districts interested in a public online policy manual. This service saves time, resources and reams of paper. With one centrally located policy manual updated electronically, you have instant access to current district policies.

Go to policy.osba.org and select "Policy Online Demo." The online manual includes a subscription to *Policy Update* and policy manual maintenance service to help keep policies current.

OSBA offers several options. Contact Policy Services to determine the best option for you, 800-578-6722 or 503-588-2800.

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Grant School District 3

Code: AC-AR → ①
Revised/Reviewed: 1/16/08; 2/08/12; 1/20/16;
1/17/18; 10/16/19; 1/19/22
Orig. Code: AC-AR

Discrimination Complaint Procedure

Complaints regarding discrimination or harassment, on any basis protected by law, shall be processed in accordance with the following procedures:

Step 1: ¹Complaints may be oral or in writing and must be filed with the principal. Any staff member that receives an oral or written complaint shall report the complaint to the principal.

The principal shall investigate and determine the action to be taken, if any, and reply in writing, to the complainant within 10 school days of receipt of the complaint.

Step 2: If the complainant wishes to appeal the decision of the principal, the complainant may submit a written appeal to the superintendent within five school days after receipt of the principal's response to the complaint.

The superintendent shall review the principal's decision within five school days and may meet with all parties involved. The superintendent will review the merits of the complaint and the principal's decision. The superintendent will respond in writing to the complainant within 10 school days.

Step 3: If the complainant is not satisfied with the decision of the superintendent, a written appeal may be filed with the Board within five school days of receipt of the superintendent's response to Step 2. The Board may decide to hear or deny the request for appeal at a Board meeting. If the Board decides to hear the appeal, the Board may meet with the concerned parties and their representative a Board meeting. The Board's decision will be final and will address each allegation in the complaint and contain reasons for the Board's decision. A copy of the Board's final decision shall be sent to the complainant in writing or electronic form within 10 days of this meeting.

If the principal is the subject of the complaint, the individual may start at Step 2 and should file a complaint with the superintendent.

If the superintendent is the subject of the complaint, the complaint may start at Step 3 and should be referred to the Board chair. The Board may refer the investigation to a third party.

¹ For district information. The district's timeline established by each step of the district's complaint procedure must be within 30 days of the submission of the complaint at any step, unless the district and complainant have agreed in writing to a longer time period for that step. The district's complaint procedure should not exceed a total of 90 days from the initial filing of the complaint, regardless of the number of steps involved, unless the district and the complainant have agreed in writing to a longer time period. (OAR 581-002-0005)

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Complaints against the Board as a whole or against an individual Board member, may start at Step 3 and should be submitted to the Board chair and may be referred to district counsel. Complaints against the Board chair may start at Step 3 and be referred directly to the district counsel.

The timelines established in each step of this procedure may be extended upon mutual consent of the district and the complainant in writing, but will not be longer than 30 days from the date of the submission of the complaint at any step. The overall timeline of this complaint procedure may be extended beyond 90 days from the initial filing of the complaint upon written mutual consent of the district and the complainant.

The complainant, if a person who resides in the district, or a parent or guardian of a student who attends school in the district or a student, is not satisfied after exhausting local complaint procedures, the district fails to render a written decision within 30 days of submission of the complaint at any step or fails to resolve the complaint within 90 days of the initialing filing of the complaint, may appeal² the district's final decision to the Deputy Superintendent of Public Instruction under Oregon Administrative Rules (OAR) 581-002-0001 – 581-002-0023.

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² An appeal must meet the criteria found in OAR 581-002-0005(1)(a).

DISCRIMINATION COMPLAINT FORM

Name of Person Filing Complaint _____ Date _____ School or Activity _____

Student/Parent Employee Job applicant Other _____

Type of discrimination:

- | | | |
|--|--|---|
| <input type="checkbox"/> Race | <input type="checkbox"/> Mental or physical disability | <input type="checkbox"/> Age |
| <input type="checkbox"/> Color | <input type="checkbox"/> Marital status | <input type="checkbox"/> Sexual orientation |
| <input type="checkbox"/> Religion | <input type="checkbox"/> Familial status | <input type="checkbox"/> Pregnancy |
| <input type="checkbox"/> Sex | <input type="checkbox"/> Economic status | <input type="checkbox"/> Discriminatory use of a Native American mascot |
| <input type="checkbox"/> National or ethnic origin | <input type="checkbox"/> Veterans' status | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Gender identity | | |

Specific complaint: (Please provide detailed information including names, dates, places, activities and results of the discussion.) _____

Who should we talk to and what evidence should we consider? _____

Suggested solution/resolution/outcome: _____

This complaint form should be mailed or submitted to the principal.

Direct complaints related to educational programs and services may be made to the U.S. Department of Education, Office for Civil Rights. Direct complaints related to employment may be filed with the Oregon Bureau of Labor and Industries, Civil Rights Division, or the U.S. Department of Labor, Equal Employment Opportunities Commission.

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Grant School District 3

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Code: JFCF
Adopted: 4/14/10
Revised/Readopted: 5/09/12; 9/12/12; 1/20/16;
6/05/19; 11/20/19; 4/20/22
Orig. Code: JFCF

Hazing, Harassment, Intimidation, Bullying, Menacing Cyberbullying, Teen Dating Violence, or Domestic Violence – Student**

The Board, in its commitment to providing a safe, positive, and productive learning environment for all students, will consult with parents/guardians, employees, volunteers, students, administrators, and community representatives in developing this policy in compliance with applicable Oregon law.

Hazing, harassment, intimidation or bullying, menacing, and acts of cyberbullying by students, staff, or third parties toward students is strictly prohibited in the district. Teen dating violence is unacceptable behavior and prohibited. Each student has the right to a safe learning environment.

Retaliation against any person who is a victim of, who reports, is thought to have reported, or files a complaint about an act of hazing, harassment, intimidation or bullying, menacing, an act of cyberbullying, or teen dating violence, or otherwise participates in an investigation or inquiry is strictly prohibited. A person who engages in retaliatory behavior will be subject to consequences and appropriate remedial action. False charges shall also be regarded as a serious offense and will result in consequences and appropriate remedial action.

Students whose behavior is found to be in violation of this policy will be subject to consequences and appropriate remedial action which may include discipline, up to and including expulsion.

Staff whose behavior is found to be in violation of this policy will be subject to consequences and appropriate remedial action which may include discipline, up to and including dismissal. Third parties whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the superintendent or the Board.

Students, staff, or third parties may also be referred to law enforcement officials.

The superintendent is responsible for ensuring that this policy is implemented.

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Definitions

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

“Third parties” include, but are not limited to, coaches, school volunteers, parents, school visitors, service contractors, or others engaged in district business, such as employees of businesses or organizations participating in cooperative work programs with the district and others not directly subject to district control at interdistrict and intradistrict athletic competitions or other school events.

“Hazing” includes, but is not limited to, any act that recklessly or intentionally endangers the mental health, physical health or safety of a student for the purpose of initiation or as a condition or precondition of attaining membership in, or affiliation with, any district-sponsored activity or grade level attainment

Hazing, Harassment, Intimidation, Bullying, Menacing Cyberbullying, Teen Dating Violence, or Domestic Violence – Student**

– JFCF

(i.e., personal servitude, sexual stimulation/sexual assault, forced consumption of any drink, alcoholic beverage, drug or controlled substance, forced exposure to the elements, forced prolonged exclusion from social contact, sleep deprivation or any other forced activity that could adversely affect the mental or physical health or safety of a student); requires, encourages, authorizes or permits another to be subject to wearing or carrying any obscene or physically burdensome article; or assignment of pranks to be performed or other such activities intended to degrade or humiliate. It is not a defense against hazing that the student subjected to hazing consented to or appeared to consent to the hazing.

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

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

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

“Teen dating violence” means:

1. A pattern of behavior in which a person uses or threatens to use physical, mental, or emotional abuse to control another person who is in a dating relationship with the person, where one or both persons are 13 to 19 years of age; or
2. Behavior by which a person uses or threatens to use sexual violence against another person who is in a dating relationship with the person, where one or both persons are 13 to 19 years of age.

“Domestic violence” means abuse between family and/or household members, as those terms are described in ORS 107.705.

“Cyberbullying” is the use of any electronic communication device to harass, intimidate or bully.

“Retaliation” means any acts of, including but not limited to, hazing, harassment, intimidation or bullying, menacing, or cyberbullying toward the victim, a person in response to an actual or apparent reporting of, or participation in the investigation of, hazing, harassment, intimidation or bullying, menacing, teen dating violence, acts of cyberbullying, or retaliation.

“Menacing” includes, any act intended to place a district employee, student, or third party in fear of imminent serious physical injury.

Reporting

The Superintendent or designee will take reports and conduct a prompt investigation of any reported acts of hazing, harassment, intimidation or bullying, menacing, cyberbullying, or teen dating violence. Any employee who has knowledge of conduct in violation of this policy shall immediately report concerns to the Superintendent or designee who has overall responsibility for all investigations. Any employee who

Hazing, Harassment, Intimidation, Bullying, Menacing Cyberbullying, Teen Dating Violence, or Domestic Violence – Student**

– JFCF

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has knowledge of incidents of teen dating violence that took place on district property, at a district-sponsored activity, or in a vehicle used for district-provided transportation shall immediately report the incident to the Superintendent or designee. Failure of an employee to report any act of hazing, harassment, intimidation or bullying, menacing, cyberbullying, or teen dating violence to the Superintendent or designee may be subject to remedial action, up to and including dismissal. Remedial action may not be based solely on an anonymous report.

Any student who has knowledge of conduct in violation of this policy or feels they have been subjected to an act of hazing, harassment, intimidation or bullying, menacing, or cyberbullying or feel they have been a victim of teen dating violence in violation of this policy, is encouraged to immediately report concerns to the Superintendent or designee who has overall responsibility for all investigations. Any volunteer who has knowledge of conduct in violation of this policy is encouraged to immediately report concerns to the Superintendent or designee. A report made by a student or volunteer may be made anonymously. A student or volunteer may also report concerns to a teacher or counselor who will be responsible for notifying the appropriate district official.

Reports against the principal shall be filed with the superintendent. Reports against the superintendent shall be filed with the Board chair.

The person who makes the report shall be notified when the investigation has been completed and, as appropriate, the findings of the investigation and any remedial action that has been taken. The person who made the report may request that the superintendent review the actions taken in the initial investigation, in accordance with district complaint procedures.

Notification to Parents or Guardians

The Superintendent or designee shall notify the parents or guardians of a student who was subject to an act of harassment, intimidation, bullying or cyberbullying, and the parents or guardians of a student who may have conducted an act of harassment, intimidation, bullying or cyberbullying.

The notification must occur with involvement and consideration of the needs and concerns of the student who was the subject to an act of harassment, intimidation, bullying or cyberbullying. The notification is not required if the Superintendent or designee reasonably believes notification could endanger the student who was subjected to an act of harassment, intimidation, bullying or cyberbullying or if all of the following occur:

1. The student who was subjected to an act of harassment, intimidation, bullying, or cyberbullying requests that notification not be provided to the student's parents or guardians.
2. The Superintendent or designee determines that notification is not in the best interest of the student who was subjected to an act of harassment, intimidation, bullying, or cyberbullying; and
3. The Superintendent or designee informs the student that federal law may require the student's parents and guardians to have access to the student's education record, including any requests of nondisclosure (from item 1 above).

If the Superintendent or designee determines the notification is not in the best interest of the student, they must inform the student of that determination prior to providing notification.

When notification is provided, the notification must occur:

1. Within a reasonable period of time; or
2. Promptly, for acts that caused physical harm to the student.

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Hazing, Harassment, Intimidation, Bullying, Menacing Cyberbullying, Teen Dating Violence, or Domestic Violence – Student**

– JFCF

Training and Education

The district shall incorporate into existing training programs for students, information related to the prevention of, and the appropriate response to, acts of harassment, intimidation or bullying, and acts of cyberbullying and this policy.

The district shall incorporate age-appropriate education about teen dating violence and domestic violence into new or existing training programs for students in grades 7 through 12.

The district shall incorporate into existing training programs for staff information related to the prevention of, and the appropriate response to, acts of harassment, intimidation or bullying, teen dating violence, domestic violence, and acts of cyberbullying and this policy.

Notice

The superintendent shall be responsible for ensuring annual notice of this policy is provided in a student or staff handbook, school and district's website, and school and district office and the development of administrative regulations, including reporting and investigative procedures. Complaint procedures, as established by the district, shall be followed.

Domestic violence posters provided by the Oregon Department of Education (ODE) shall be posted in clearly visible locations on school campuses in accordance with rules adopted by ODE.

END OF POLICY

Legal Reference(s):

ORS 163.190	ORS 332.072	OAR 581-021-0046
ORS 163.197	ORS 332.107	OAR 581-021-0055
ORS 107.705	ORS 339.240	OAR 581-022-2310
ORS 166.065	ORS 339.250	OAR 581-022-2370
ORS 166.155 - 166.165	ORS 339.351 - 339.368	House Bill 2631 (2021)
ORS 174.100	OAR 581-021-0045	House Bill 3041 (2021)

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

Cross Reference(s):

ACB - All Students Belong
GBN/JBA - Sexual Harassment
GBNAA/JHFF - Suspected Sexual Conduct with Students and Reporting Requirements
GBNAB/JHFE - Suspected Abuse of a Child Reporting Requirements
JBA/GBN - Sexual Harassment
JFCM - Threats of Violence
JHFE/GBNAB - Suspected Abuse of a Child Reporting Requirements
JHFF/GBNAA - Suspected Sexual Conduct with Students and Reporting Requirements

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Hazing, Harassment, Intimidation, Bullying, Menacing Cyberbullying, Teen
Dating Violence, or Domestic Violence – Student**

– JFCF

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Grant School District 3

Code: JGE
Adopted: 5/09/12
Readopted: 1/20/16; 2/17/21

Expulsion**

A principal, after reviewing available information, may recommend to the superintendent that a student be expelled. Expulsion of a student shall not extend beyond one calendar year.

A student may be expelled for any of the following circumstances:

1. When a student's conduct poses a threat to the health or safety of students or employees;
2. When other strategies to change the student's behavior have been ineffective, except that expulsion may not be used to address truancy; or
3. When required by law.

The use of expulsion for discipline of a student in fifth grade or lower is limited to:

1. Nonaccidental conduct causing serious physical harm to a student or employee;
2. When a school administrator determines, based on the administrator's observations or upon a report from an employee, the student's conduct poses a threat to the health or safety of students or employees; or
3. When the expulsion is required by law.

The age of the student and the past pattern of behavior will be considered prior to imposing the expulsion.

No student may be expelled without a hearing unless the student's parents, or the student if 18 years of age, waive the right to a hearing, either in writing or by failure to appear at a scheduled hearing. By waiving the right to a hearing, the student and parent agree to abide by the findings of a hearings officer.

When an expulsion hearing is not waived, the following procedure is required:

1. Notice will be given to the student and the parent by personal service¹ or by certified mail² at least five days prior to the scheduled hearing. Notice shall include:
 - a. The specific charge or charges;
 - b. The conduct constituting the alleged violation, including the nature of the evidence of the violation and reason for expulsion;
 - c. A recommendation for expulsion;

¹ The person serving the notice shall file a return of service. (OAR 581-021-0070)

² When "certified mail is given to a parent of a suspended student, the notice shall be placed in the mail at least five days before the date of the hearing." (OAR 581-021-0070)

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- d. The student's right to a hearing;
 - e. When and where the hearing will take place; and
 - f. The right to representation.
2. The Board may expel, or may delegate the authority to decide on an expulsion to the superintendent or superintendent's designee, who may also act as the hearings officer. The district may contract with an individual who is not employed by the district to serve as the hearings officer. The hearings officer designated by the Board will conduct the hearing and will not be associated with the initial actions of the building administrators;
 3. Expulsion hearings will be conducted in private and will not be open to the general public unless the student or the student's parents request an open session;
 4. In case the parent or student has difficulty understanding the English language or has other serious communication disabilities, the district will provide a translator;
 5. The student shall be permitted to have representation present at the hearing to advise and to present arguments. The representation may be an attorney and/or parent. The district's attorney may be present;
 6. The student shall be afforded the right to present their version of the events underlying the expulsion recommendation and to introduce evidence by testimony, writings or other exhibits;
 7. The student shall be permitted to be present and to hear the evidence presented by the district;
 8. The hearings officer or the student may record the hearing;
 9. Strict rules of evidence shall not apply to the proceedings. However, this shall not limit the hearings officer's control of the hearing;
 10. If the Board is conducting the expulsion hearing, the Board may designate the Board chair or a third party as the hearings officer. The hearings officer will determine the facts of each case on the evidence presented at the hearing. Evidence may include the relevant past history and student education records. The hearings officer will provide to the Board, findings as to the facts, the recommended decision and whether or not the student has committed the alleged conduct. This will include the hearings officer's recommended decision on disciplinary action, if any, including the duration of any expulsion. This material will be available in identical form to the Board, the student if age 18 or over and the students' parents at the same time. Following the review by the Board of the hearings officer's recommendation, the Board will make the final decision regarding the expulsion;
 11. If the Board has delegated authority to the superintendent or designee to act as the hearings officer, the superintendent may designate themselves, or a third party, as the hearings officer. The hearings officer's decision is final. However, a decision of the hearings officer may be appealed by the parent or the student if age 18 or over to the Board for review. If the decision of the hearings officer is appealed to the Board for review, the findings as to the facts and the hearings officer's decision will be submitted to the Board, and will be available in identical form to the Board, the student and the student's parents at the same time. At its next regular or special meeting the Board will review the hearings officer's decision and will affirm, modify or reverse the decision;

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12. A Board review of the hearings officer's decision will be conducted in executive session unless the student or the student's parent requests a public hearing. If an executive session is held by the Board or a private hearing held by the hearings officer, the following will not be made public:
- a. The name of the minor student;
 - b. The issues involved, including a student's confidential records;
 - c. The discussion;
 - d. The vote of Board members, which may be taken in executive session when considering an expulsion.

Prior to expulsion, the district must propose alternative programs of instruction or instruction combined with counseling to a student subject to expulsion for reasons other than a weapons policy violation. The district must document to the parent of the student that proposals of alternative education programs have been made.

END OF POLICY

Legal Reference(s):

[ORS 192.660](#)
[ORS 332.061](#)
[ORS 336.615 - 336.665](#)
[ORS 339.115](#)
[ORS 339.240](#)
[ORS 339.250](#)
[OAR 581-021-0050 - 021-0075](#)

House Bill 2514 (2019)

Cross Reference(s):

JG - Student Discipline

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Grant School District 3

Code: JGE
Adopted: 5/09/12
Readopted: 1/20/16; 2/17/21

Expulsion**

A principal, after reviewing available information, may recommend to the superintendent that a student be expelled. Expulsion of a student shall not extend beyond one calendar year.

A student may be expelled for any of the following circumstances:

1. When a student's conduct poses a threat to the health or safety of students or employees;
2. When other strategies to change the student's behavior have been ineffective, except that expulsion may not be used to address truancy; or
3. When required by law.

The use of expulsion for discipline of a student in fifth grade or lower is limited to:

1. Nonaccidental conduct causing serious physical harm to a student or employee;
2. When a school administrator determines, based on the administrator's observations or upon a report from an employee, the student's conduct poses a threat to the health or safety of students or employees; or
3. When the expulsion is required by law.

The age of the student and the past pattern of behavior will be considered prior to imposing the expulsion.

No student may be expelled without a hearing unless the student's parents, or the student if 18 years of age, waive the right to a hearing, either in writing or by failure to appear at a scheduled hearing. By waiving the right to a hearing, the student and parent agree to abide by the findings of a hearings officer.

When an expulsion hearing is not waived, the following procedure is required:

1. Notice will be given to the student and the parent by personal service¹ or by certified mail² at least five days prior to the scheduled hearing. Notice shall include:
 - a. The specific charge or charges;
 - b. The conduct constituting the alleged violation, including the nature of the evidence of the violation and reason for expulsion;
 - c. A recommendation for expulsion;

¹ The person serving the notice shall file a return of service. (OAR 581-021-0070)

² When "certified mail is given to a parent of a suspended student, the notice shall be placed in the mail at least five days before the date of the hearing." (OAR 581-021-0070)

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- d. The student's right to a hearing;
 - e. When and where the hearing will take place; and
 - f. The right to representation.
2. The Board may expel, or may delegate the authority to decide on an expulsion to the superintendent or superintendent's designee, who may also act as the hearings officer. The district may contract with an individual who is not employed by the district to serve as the hearings officer. The hearings officer designated by the Board will conduct the hearing and will not be associated with the initial actions of the building administrators;
 3. Expulsion hearings will be conducted in private and will not be open to the general public unless the student or the student's parents request an open session;
 4. In case the parent or student has difficulty understanding the English language or has other serious communication disabilities, the district will provide a translator;
 5. The student shall be permitted to have representation present at the hearing to advise and to present arguments. The representation may be an attorney and/or parent. The district's attorney may be present;
 6. The student shall be afforded the right to present their version of the events underlying the expulsion recommendation and to introduce evidence by testimony, writings or other exhibits;
 7. The student shall be permitted to be present and to hear the evidence presented by the district;
 8. The hearings officer or the student may record the hearing;
 9. Strict rules of evidence shall not apply to the proceedings. However, this shall not limit the hearings officer's control of the hearing;
 10. If the Board is conducting the expulsion hearing, the Board may designate the Board chair or a third party as the hearings officer. The hearings officer will determine the facts of each case on the evidence presented at the hearing. Evidence may include the relevant past history and student education records. The hearings officer will provide to the Board, findings as to the facts, the recommended decision and whether or not the student has committed the alleged conduct. This will include the hearings officer's recommended decision on disciplinary action, if any, including the duration of any expulsion. This material will be available in identical form to the Board, the student if age 18 or over and the students' parents at the same time. Following the review by the Board of the hearings officer's recommendation, the Board will make the final decision regarding the expulsion;
 11. If the Board has delegated authority to the superintendent or designee to act as the hearings officer, the superintendent may designate themselves, or a third party, as the hearings officer. The hearings officer's decision is final. However, a decision of the hearings officer may be appealed by the parent or the student if age 18 or over to the Board for review. If the decision of the hearings officer is appealed to the Board for review, the findings as to the facts and the hearings officer's decision will be submitted to the Board, and will be available in identical form to the Board, the student and the student's parents at the same time. At its next regular or special meeting the Board will review the hearings officer's decision and will affirm, modify or reverse the decision;

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12. A Board review of the hearings officer's decision will be conducted in executive session unless the student or the student's parent requests a public hearing. If an executive session is held by the Board or a private hearing held by the hearings officer, the following will not be made public:
- a. The name of the minor student;
 - b. The issues involved, including a student's confidential records;
 - c. The discussion;
 - d. The vote of Board members, which may be taken in executive session when considering an expulsion.

Prior to expulsion, the district must propose alternative programs of instruction or instruction combined with counseling to a student subject to expulsion for reasons other than a weapons policy violation. The district must document to the parent of the student that proposals of alternative education programs have been made.

END OF POLICY

Legal Reference(s):

[ORS 192.660](#)
[ORS 332.061](#)
[ORS 336.615 - 336.665](#)
[ORS 339.115](#)
[ORS 339.240](#)
[ORS 339.250](#)
[OAR 581-021-0050 - 021-0075](#)

House Bill 2514 (2019)

Cross Reference(s):

JG - Student Discipline

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CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (this "Agreement") is made and entered into effective May 08, 2023, but made effective for all practical purposes as of April 14, 2022 (the "Effective Date") between Grant School District 3 ("Owner"), an Oregon special district, whose address is 401 N Canyon City Blvd, Canyon City, OR 97820, and Milburn Heating and Cooling, Inc. ("Contractor"), an Oregon business corporation, whose address is 43407 Mountain View Lane, Burns, OR 97720.

RECITALS:

A. Contractor is a licensed Oregon HVAC construction and installation contractor engaged in the business of providing labor, materials, equipment, supplies, and related heating and air conditioning construction services on a contract basis. Contractor's Oregon CCB License No. is 178714 and Contractor's telephone number is (541) 589-2508.

B. Owner desires to construct certain improvements on or about that certain real property associated with Humbolt Elementary School located at 329 N. Humbolt Street, Canyon City, OR 97820 (the "Property"). Owner and Contractor desire to enter into this Agreement pursuant to which Contractor will undertake and perform certain HVAC construction services concerning or related to the Property.

C. On or around April 14, 2022, Owner accepted Contractor's initial estimate for services dated March 22, 2022 (Bid No. 03-322HUMB for \$408,000). Contractor's final estimate for services totaling \$498,700.00 is enclosed in this Agreement and is based on the facility design plan included in Exhibit A and specifications included in Exhibit B, collectively, the "Plans".

D. This Project will be partially funded with State funds from the Oregon Department of Administrative Services Grant Agreement No. 107-2022-5202-63 and, therefore, is subject to State laws and regulations including the provisions of ORS 279C.800 through 279C.875, relative to Prevailing Wage Rates, included with the Public Contracting Provisions in Exhibit C.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the parties' mutual obligations under this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. CONSTRUCTION WORK; COMPENSATION

1.1 Description of Work. Contractor will perform and complete the following construction and related services for and on behalf of Owner concerning or related to the Property (collectively, the "Work"): (a) planning, HVAC construction and installation (and all related work) for the Humbolt Elementary HVAC replacement project as described on the attached Plans; and (b) all other work identified in the attached Plans and all necessary or appropriate services customarily provided by Contractor in connection with its performance of the services set forth in this Agreement. Contractor will complete the Work subject to the terms and conditions contained in this Agreement.

1.2 Schedule of Work. Timely and proper completion of the Work is of the essence to this Agreement. Contractor commenced performance of the Work on or around April 14, 2022, after Owner issued Contractor written notice to proceed. Contractor will prosecute completion of the Work diligently and continuously. The Work will be Completed (as defined below) no later than June 30, 2024 (the "Completion Date"). For the purposes of this Agreement, the term "Completion" or "Completed" means when Contractor completes the Work set forth on the Plans and Owner's Commissioning Authority has tested and accepted the Work. Completion of the Work and the date thereof shall be documented in writing and signed by both parties.

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Owner's Commissioning Authority will complete testing and Owner will notify Contractor of the results in writing no later than thirty calendar days after Contractor notifies Owner in writing that the Work is ready for testing.

1.3 Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Contractor's timely completion of the Work in accordance with this Agreement, Owner will pay Contractor in accordance with the Fee Schedule on the attached Exhibit D. Specifically, upon signing this Agreement, Owner will pay Contractor the installment payment of \$398,960.00 to order the necessary equipment. Owner will pay Contractor the balance of \$99,740.00 upon Completion of the Work. Additional invoicing may be done on a per occurrence basis (Change Orders) for any additional requested work not covered under the scope of this Agreement. Due to the custom equipment requirements of the Work under this Agreement, once the equipment has been ordered and received, Owner will own that equipment and the Contractor and Manufacturer will not offer any refunds on that equipment. No compensation will be paid by Owner for any portion of the Work not completed in accordance with this Agreement. Owner will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Owner's performance of its obligations under this Agreement is conditioned on Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations described under Section 1.1 and Section 2.1.

2. CONTRACTOR DUTIES, RESPONSIBILITIES, REPRESENTATIONS, AND WARRANTIES

In addition to any other Contractor representation, warranty, and/or covenant contained in this Agreement, Contractor represents, warrants, and covenants to Owner the following:

2.1 General Duties. Contractor will perform and complete the following at Contractor's cost and expense: (a) furnish all labor, materials, equipment, tools, supplies, and services necessary or appropriate to complete the Work; (b) perform the Work in a good and workmanlike manner; (c) obtain and pay for all licenses, inspections, and permits required by any private and/or public authority in connection with the Work except Commissioning (Owner will obtain, coordinate and pay for all Commissioning related needs); (d) perform and complete the Work in compliance with all applicable laws, ordinances, rules, regulations, and orders of any public, private, and/or governmental entity having jurisdiction over the Property and/or the Work; (e) except for Asbestos, properly manage and dispose of all waste, trash, and debris, including, without limitation, sediment, paint, cement wash, asphalt, motor oil, and grease, in accordance with all applicable laws and regulations; (f) be responsible to Owner for the acts and omissions of Contractor and/or Contractor's Representative(s) (as defined below); (g) not cause and/or permit any hazardous substances to be spilled, leaked, disposed of, and/or otherwise released in, on, under, and/or about the Property and/or any surrounding areas; and (h) obtain and maintain all licenses, permits, registrations, and other governmental authorizations required to conduct Contractor's business and perform the Work. Contractor will maintain proper licensure with the Oregon Construction Contractors Board and maintain proper insurance and bonding as required under this Agreement. For purposes of this Agreement, the term "Contractor's Representative(s)" means each present and future Contractor employee, representative, subcontractor, and/or agent. Contractor will pay when due all charges for labor and materials incurred by Contractor used in completion of the Work, and will be responsible for keeping the Property free of all liens or other claims related to the Work. Contractor shall notify Owner of any Asbestos-Containing Materials (ACM) found on the Property in the performance of the Work and Contractor shall not disturb such material. If necessary, Owner shall be responsible for abatement or removal of ACM and Contractor shall not be held responsible for any delay in the performance or completion of the Work due to such abatement or removal. Contractor will not have responsibility or liability for any damages, expenses, costs, fees, or penalties of any kind arising out of, or in connection with, the presence of ACM on the Property.

2.2 Independent Contractor; Independent Investigation; Force Majeure. Contractor is an independent contractor and not an employee of Owner. Contractor will be free from direction and control over the means and manner of performing the Work, subject only to the right of Owner to specify the desired results. Owner will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from performance of the Work, including, without

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limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor has visited, reviewed, and evaluated the Property (and all surrounding areas) and is satisfied with the nature and condition of the Property (and all surrounding areas) and the general and local conditions, including, without limitation, those bearing upon building materials, disposal, availability of labor, uncertainties of weather, and any other conditions concerning the Property (and all surrounding areas) and/or the Work, and warrants that the consideration for the Work is reasonable in light of such conditions. However, if and to the extent that a party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed directly or indirectly by fire, flood, earthquake, epidemic, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of such party (each a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed party shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as the Force Majeure Event continues and, except as otherwise provided in this Section, such party continues to use its commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. The party whose performance is prevented, hindered or delayed by a Force Majeure Event shall promptly notify the other party in writing of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

2.3 Limited Warranty. Contractor guarantees and warrants the Work against all deficiencies and/or defects in the installation of the equipment for a period of one year, commencing from the date Work Completion is documented in writing per Section 1.2. All equipment warranties are determined by the Manufacturer. Per standard Manufacturer Warranty, only parts are covered for the first year (any labor, milage and/or shipping fees are the Owner's responsibility). Unless a defect is caused by Contractor negligence, Contractor shall not be liable for the repair of any defects of equipment or design, nor for the repair of any damage that results from any defect in the installed equipment or its interface with existing systems not installed by Contractor under this Agreement.

3. INSURANCE AND INDEMNIFICATION

3.1 Insurance. Contractor will maintain public liability and property damage insurance against death or injury to persons and physical loss or damage to property, which insurance will include perils of fire, theft, vandalism, Acts of God, and malicious mischief; the insurance will include coverage for contractual liability and "products-completed operations" that will apply for a period of two years from the date the Work is determined Completed. The insurance required under the immediately preceding sentence will be in the form of general liability and property damage insurance (occurrence version) against personal injury claims arising out of Contractor's activities on, or any condition of, the Property with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate. Contractor will obtain and maintain the following insurance: (a) commercial automobile insurance with limits of no less than \$500,000 combined single limit or split limits of \$250,000 per person, \$500,000 per occurrence and \$250,000 property damage, for any and all automobiles used in the prosecution of the Work; and (b) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy will be in form and content satisfactory to Owner and will contain a severability of interest clause. By separate endorsement, each liability insurance policy will name Owner and Owner's Representative(s) as additional insureds. Contractor's insurance will be primary, and any insurance carried by Owner will be excess and noncontributing. Contractor will provide evidence of the insurance coverage (including applicable endorsements) required to be maintained by Contractor under this Section 3.1 prior to commencement of the Work and upon Owner's written demand. All policies of insurance Contractor is required to carry under this Agreement will provide that the insurer waives the right of subrogation against Owner. For purposes of this Agreement, the term "Owner's Representative(s)" means each present and future Owner officer, employee, representative, contractor, and/or agent.

3.2 Indemnification. Contractor releases and will defend, indemnify, and hold Owner and Owner's Representatives for, from, and against any and all claims, actions, proceedings, damages, liabilities, judgments, penalties, fines, costs, and expenses of every kind, whether known or unknown, including, without limitation,

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attorney fees and costs, resulting from or arising out of, whether directly or indirectly, completion of the Work and/or Contractor's breach and/or failure to perform any representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligations provided in this Section 3.2 will survive the termination of this Agreement.

4. TERMINATION AND DAMAGES

4.1 Termination. Owner may terminate this Agreement (and Contractor's completion of the Work) immediately upon written notice to Contractor if Owner determines that Owner's legal authority to access the Property and perform the Work is restricted, limited, and/or prohibited by law or otherwise. If Contractor (a) fails to timely prosecute the Work continuously with sufficient laborers and equipment to ensure its completion by the Completion Date, (b) fails to complete the Work in accordance with this Agreement, (c) fails to pay its obligations under this Agreement as and when they become due, (d) breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement, and/or (e) gives Owner cause to doubt Contractor's ability to timely, fully, and properly complete the Work, such act(s) or omission(s) will constitute a default by Contractor under this Agreement. If Owner believes Contractor is in default under this Section 4.1, it must notify Contractor in writing specifying the basis of the alleged default. If Contractor does not then cure the default to Owner's satisfaction within 96 hours, Owner may elect to terminate this Agreement by providing written notice to Contractor.

4.2 Damages. If Owner terminates this Agreement under Section 4.1, Owner may take over the prosecution of all or any portion of the Work and may complete it with its own forces or otherwise, or use such other measures as in Owner's sole discretion are necessary or appropriate to prevent delay or damages. Completion of the Work, or any portion thereof, will not constitute a forfeiture of Owner's right to recover damages from Contractor for Contractor's delay or failure to complete the Work. Upon Owner's termination of this Agreement, Owner will reimburse Contractor for any unpaid labor and materials and for Contractor's reasonable overhead and profit earned through the date of termination for Work Contractor has completed (to Owner's satisfaction) through the date of termination, subject to reasonable retainage to allow Owner to correct any deficiencies in Contractor's performance of the Work. Owner's decision to terminate this Agreement will not constitute Owner's sole remedy; rather, Owner will have all remedies available to Owner under this Agreement and at law or in equity.

5. CONTRACTOR'S SCHEDULE; SITE ACCESS AND OWNER'S EXPENSES

5.1 Timeline. Within 14 calendar days of signing this Agreement, Owner will provide a timeline of events that must be completed before Contractor can commence Work, including, but not limited to, trenching, crawlspace access, roof penetrations, etc.

5.2 Owner Representative. Owner will provide a single person point of contact that will be available at all times and who is authorized by Owner to make on-site decisions during the Work.

5.3 Site Access. Due to the necessity of after-hours, weekend and/or holiday schedules, Owner will provide necessary access to Contractor to perform the Work, including, but not limited to, keys and alarm codes. These items will be promptly returned on the Completion Date. Owner shall also provide Contractor with a dedicated laydown area of a size and location suitable to Contractor for the duration of the performance of the Work under this Agreement.

5.4 Owner's Expenses. Per Appendix A to Exhibit D, all costs associated with any Engineering and Commissioning will be at Owner's expense.

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6. MISCELLANEOUS

6.1 Costs; Attorney Fees. Contractor will bear Contractor's own fees, costs, and expenses incurred in connection with this Agreement. If any arbitration, action, suit, and/or proceeding is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's attorney fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

6.2 Time of Essence; Notices. Time is of the essence with respect to all dates and time periods in this Agreement. All notices required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by email or facsimile transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, postage prepaid, certified, return receipt requested, by the applicable party to the address of the other party first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed given on the next following business day.

6.3 Amendment; Waiver; Severability; Governing Law. This Agreement may be amended only by a written document signed by both parties. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any controversy or claim arising out of or relating to this Agreement, including, without limitation, the making, performance, or interpretation of this Agreement, shall be settled by arbitration in Grant County, Oregon, in accordance with ORS 36.400-36.740, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

6.4 Further Assurances; Termination; Survival. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. The termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so, including, without limitation, the indemnification obligations under Section 3.2 and the warranty obligations under Section 2.3. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.

6.5 Commencement. Commencement of this Agreement will not become effective until all electrical, structural, and mechanical plan reviews are approved by the necessary governing agencies. However, upon signing this Agreement, Owner will pay Contractor the installment payment of \$398,960.00 to order the necessary equipment. If the State approval of all drawings and plan reviews is not complete by June 1, 2023 or, if Manufacturer lead time to deliver necessary equipment exceeds August 31, 2023, then the parties will revise the target completion date in Section 1.2.

6.6 Entire Agreement; Interpretation; No Third-Party Beneficiaries. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are

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inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. Nothing in this Agreement, express or implied, is intended or will be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective for all purposes as of the Effective Date.

OWNER:
Grant School District 3
an Oregon special district

CONTRACTOR:
Milburn Heating and Cooling, Inc.
an Oregon business corporation

By: Louis Dix, Superintendent

By: Michael Milburn, President

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Exhibit A
Plans

[Enclosed]

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Exhibit B
Specifications

[Enclosed]

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Exhibit C
Public Contracting Provisions

- (1) Contractor will make payment promptly, as due, to all persons supplying to Contractor labor or materials for the performance of the Work provided for in this Agreement. [ORS 279C.505(a)]
- (2) Contractor will pay all contributions or amounts due the Industrial Accident Fund from Contractor incurred in the performance of the Agreement. [ORS 279C.505(b)]
- (3) Contractor will not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or materials. [ORS 279C.505(c)]
- (4) Contractor will pay to the Department of Revenue all sums withheld from employees under ORS 316.167. [ORS 279C.505(d)]
- (5) Contractor will demonstrate that an employee drug testing program is in place. [ORS 279C.505(2)]
- (6) For demolition work under this Agreement, Contractor will salvage or recycle construction and demolition debris, if feasible and cost-effective. [ORS 279C.510(1)]
- (7) For lawn and landscape maintenance, Contractor is required to compost or mulch yard waste material at an approved site, if feasible and cost-effective. [ORS 279C.510(2)]
- (8) If Contractor or any Contractor subcontractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor by any person in connection with this Agreement as the claim becomes due, the proper office or officers representing the state or county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Contractor by reason of this Agreement. [ORS 279C.515(1)]
- (9) If Contractor or any Contractor subcontractor fails, neglects, or refuses to make payment to a person furnishing labor materials in connection with the public improvement agreement within 30 days after receipt of payment from City or a contractor, Contractor will owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Contractor on the amount due will equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from City or from Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived. [ORS 279C.515(2)]
- (10) If Contractor or any Contractor subcontractor fails, neglects, and/or refuses to make payment to a person furnishing labor or materials in connection with this Agreement, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The payment of a claim does not relieve Contractor or Contractor's surety from obligation with respect to any unpaid claims. [ORS 279C.515(3, 4)]
- (11) A person may not be employed by Contractor or any Contractor subcontractor for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases, except in cases of agreements for personal services as defined in ORS 279C.100, the employee will be paid at least time and a half pay:

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(a) for all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(b) for all overtime in excess of 10 hours in any one day or 40 hours in one week when the work week is for consecutive days, Monday through Friday; and

(c) for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. [ORS 279C.520 (1)]

The provisions of ORS 279C.545 will apply to all claims for overtime under this Agreement.

(12) Contractor must give notice in writing to employees either at the time of hire or before commencement of work on this Agreement, 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. [ORS 279C.520 (2)]

(13) Contractor will give notice in writing to employees who perform work under this Agreement, either at the time of hire or before commencement of Work under this Agreement, 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. [ORS 279C.520 (5)(b)].

(14) Contractor will promptly, as due, make payment to any person, co-partnership, 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, contractor, or agreement for the purpose of providing or paying for the services. [ORS 279C.530 (1)]

(15) Contractor will comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor will ensure that each subcontractor complies with these requirements. [ORS 279C.530(2)]

(16) Contractor and each Contractor subcontractor will comply with the existing state prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 276a) that may be paid to workers in each trade or occupation required for the public works employed in the performance of the agreement either by Contractor or other person doing or contracting to do the whole or any part of the Work contemplated by this Agreement. [ORS 279C.830 (1)(a)]

(17) Workers will be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840. [ORS 279C.830(1)(c)]. If the Project is subject both to ORS 279C.800 to 279C.870 and to the Davis-Bacon Act, all workers must be paid not less than the higher of the applicable state or federal prevailing rate of wage. Contractor will include this provision in each subcontract awarded under this Agreement.

(18) Contractor represents and agrees that the Contract Documents contain a sufficient provision stating that Contractor and every Subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836(4), (7), (8) or (9).

(a) Contractor must have a public works bond filed with the Construction Contractors Board before commencing the Work, unless exempt under ORS 279C.836 (4), (7), (8), or (9).

(b) Contractor must require every subcontractor to have a public works bond filed with the Construction Contractors Board before commencing any Work, unless exempt under ORS 279C.836 (7) or (8). [ORS 279C.830 (3)]

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(19) The hourly rate of wage to be paid by Contractor or every subcontractor subject to prevailing wage rates to workers will be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed.

(20) Contractor and every subcontractor subject to prevailing wage rates to workers will keep the prevailing wage rates for that project posted in a conspicuous and accessible place in or about the Project.

(21) To the extent Contractor and/or any subcontractor subject to prevailing wage rates will also provide for or contribute to a health and welfare plan or a pension plan, or both, for its employees on the project, Contractor or subcontractor, as applicable, will post notice describing such plans in a conspicuous and accessible place in or about the project. The notice preferably will be posted in the same place as the notice required under Section 20, above. In addition to the description of the plans, the notice will contain information on how and where to make claims and where to obtain further information.

(22) Contractor or Contractor's surety, and every Contractor subcontractor or Contractor subcontractor's surety, will file certified statements with School District in writing on the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom Contractor or the subcontractor has employed upon such public work, and that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in this Agreement, which certificate and statement will be verified by the oath of Contractor or Contractor's surety, or subcontractor or the subcontractor's surety that Contractor or subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to Contractor's or subcontractor's knowledge. The certified statements will set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Each certified statement required will be delivered or mailed by Contractor or subcontractor to School District. Certified statements will be submitted for each week during which Contractor or subcontractor employs a worker upon the public work will be submitted once a month by the fifth business day of the following month. If Contractor fails to file the required certified statements, School District will retain twenty-five percent (25%) of any amount earned by Contractor until Contractor has filed with the public agency certified statements as required by this Section 22. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870.

(23) Contractor or Contractor subcontractor will preserve the certified statements for a period of three years from the date of completion of this Agreement.

(24) Contractor represents and agrees that City has fully and timely included a provision that Contractor and any subcontractor will comply with ORS 279C.840 in the advertisement for bids, the RFQ, the contract specifications, the accepted quote or elsewhere in the Contract Documents and that School District has no liability for unpaid minimum wages.

(25) If requested in writing by a first-tier subcontractor, Contractor will, within ten (10) calendar days after receiving the request, send to the first-tier subcontractor a copy of that portion of any invoice, request for payment submitted to School District or pay document provided by School District, to Contractor specifically related to any labor or materials supplied by the first-tier Subcontractor.

(26) Payment of interest may be postponed when payment on the principal is delayed because of disagreement between School District and Contractor.

(27) Contractor will not request payment from School District of any amount withheld or retained in accordance herewith until such time as Contractor has determined and certified to School District that the subcontractor is entitled to the payment of such amount. A dispute between Contractor and a first-tier subcontractor relating to the amount or entitlement of a first-tier subcontractor to a payment or a late payment

interest penalty under a clause included in the subcontract pursuant to the terms hereof does not constitute a dispute to which School District is a party. School District will not be included as a party in any administrative or judicial proceeding involving such a dispute. Contractor will include in each subcontract for property or services entered into by Contractor and a first-tier subcontractor, including material supplier, for the purpose of performing a construction contract:

(a) A payment clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to Contractor by School District under such contract; and,

(b) An interest penalty clause that obligates Contractor, if payment is not made within thirty (30) days after receipt of payment from School District, to pay the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to subparagraph (a) of this Section 27. Contractor or first-tier subcontractor will not be obligated to pay an interest penalty if the only reason that Contractor or first-tier subcontractor did not make payment when payment was due is that Contractor or first-tier subcontractor did not receive payment from School District Contractor when payment was due. The interest penalty will be:

(1) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and,

(2) Computed at the rate specified in ORS 279C.515(2).

(28) Contractor will include in each of its subcontracts, for the purpose of performance of such contract condition, a provision requiring the first-tier subcontractor to include payment clause and an interest penalty clause conforming to the standards of Section 27, above, in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(29) Contractor certifies, under penalty of perjury, that Contractor is, to the best of the person's knowledge, not in violation of any tax laws described in ORS 305.380(4).

(30) Contractor certifies that all subcontractors performing Work described in ORS 701.005(2) (i.e., construction work) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701, as applicable, before the subcontractors commence Work under this Agreement.

(31) The provisions of ORS 279C.605 will apply to any claims against Contractor's payment bond.

(32) The provisions of ORS 279C.525 will apply to this Agreement.

(33) Contractor will comply and require all subcontractors to comply with applicable requirements of all laws, codes, ordinances, regulations, and statutes, including, without limitation, those in ORS Chapter 279C. To the extent that ORS Chapter 279C, or any other law, code, ordinance or regulations, requires any term or condition to be included in this Agreement, such term or condition are hereby incorporated by this reference. Nothing contained herein will be construed so as to require the commission of any act contrary to law, code, rule, statute, ordinance or regulation and whenever there is any conflict between any provisions contained herein and any statute, law, code, ordinance, rule, or regulation, the provision of this Agreement which is affected will be curtailed and limited only to the extent necessary to bring it within the requirements of the law, code, rule, statute, ordinance or regulation.

Suspension and Debarment. Contractor will comply with Subpart C of 2 C.F.R. 180 and Subpart C of 2 C.F.R. 1532 regarding debarment and suspension and agrees to include or cause to be included in any subcontract expected to equal or exceed \$25,000.00, at any tier, the requirement that the subcontractor comply with Subpart C of 2 C.F.R.

12/15-3.11.1

180 and Subpart C of 2 C.F.R. 1532. Contractor represents, warrants, and certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If Contractor becomes unable to certify to the statements contained in this Paragraph, Contractor will immediately notify School District of the inability and the reason(s) thereof. Contractor will provide immediate written notice to School District if at any time Contractor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances. For purposes of this Paragraph, the terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Paragraph, have the meaning set out in the definitions and coverage sections of rules implementing Executive Order 12549. Contractor acknowledges and agrees it will not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Contractor further agrees by signing this Agreement, that it will include this section titled "Suspension and Debarment" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions. Pursuant to 2 CFR 180.330, Contractor is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements. Contractor acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment. Contractor agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available upon written request. Upon written request, Contractor must run a search in www.epls.gov and print a copy of completed searches to document proof of compliance.

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Exhibit D
Fee Schedule

Contractor provided a responsive bid for Owner on or around March 22, 2022 for \$408,000 (Appendix A). The preliminary estimate was submitted based on a 10% design and scope of work. This revised estimate reflects the estimated cost for completion of the Work based on the Plans prepared by Owner's Engineer.

The revised cost estimates for the Work components are:

*****Lunchroom / Kitchen:

Install Two (2) Five Ton Package Heat Pumps with backup heat strips, mounted on a 4-inch concrete pad at ground level, near north wall of Lunchroom with connecting supply and return ductwork, Make up Air Unit, Make up Air Duct Heaters, Transfer Grills, Co2 Sensors and 7 Day Programmable Thermostats.

*****Heat Recovery Ventilators:

Two (2) 950cfm Heat Recovery Ventilation Systems will be installed in the Common Hallways Between the classrooms. The Ventilator boxes and ductwork will be exposed below the Ceiling and will travel into all classrooms.

***** Outdoor Heat Pump and Indoor Head Placement:

Low Ambient Ductless Split Heat Pumps will Supply Heating and Air Conditioning in all Classrooms and Administrative rooms.

The Outdoor Units are to be placed at Ground level split between the North and South sides of the Teacher Break Building. A drain System will be installed in the ground beneath the gravel North and South to accept moisture created by the Outdoor units when they Heat. Outdoor units will be placed on Stands and will be fenced off on all sides.

Indoor Cassette Ductless Heads will be placed below ceiling height in all classrooms.

Indoor Highwall heads will be placed in strategic locations throughout the building.

*****EXEMPTIONS*****

Exceptions from this estimated cost of equipment and installation are as follows:

- (1) Any and all plumbing needs;
- (2) Commissioning Costs;
- (3) Any and all Electrical Work;
- (4) Roof Penetrations; and
- (5) Structural and Mechanical Engineering Fees.

The total Cost excluding the Exemptions is estimated in good faith as \$498,700.00.

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Appendix A

Bid No. 03-322HUMB dated March 22, 2022

[Enclosed]

15/15
3.11.1

Elijah Humbird

[REDACTED], Canyon City, OR 97820 - [REDACTED] - [REDACTED]

May 2, 2023

Elijah Humbird
English
Grant Union High School
911 S Canyon Blvd.
John Day, OR 97845

To Whom it May Concern,

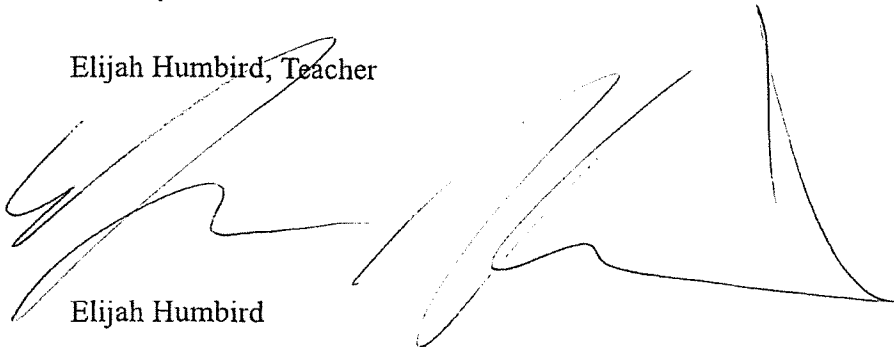
I would like to notify you that I am resigning from my position as Middle School Wrestling Coach for Grant Union High School effective immediately.

Thank you so much for the opportunities you've given me! Sincerely, I am grateful for the opportunities you have provided for me in numerous ways. I have genuinely enjoyed my time, and I believe the experience has taught me how to develop and grow professionally and personally.

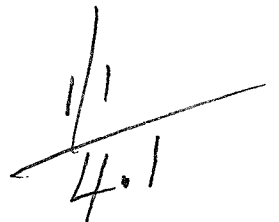
I hope that someday, if the chance arises, I can return the favor with my services again.

Thank you,

Elijah Humbird, Teacher



Elijah Humbird



11/1
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