

**BOARD OF EDUCATION
UMATILLA COUNTY SCHOOL DISTRICT 8R, HERMISTON**

There will be a Special Meeting - Work Session of the
Board of Education of the Umatilla County School District 8R
at Hermiston School District Offices
Boardroom
305 S.W. 11th Street.
Hermiston, Oregon 97838
June 22, 2020, 6:30 PM

Briana Cortaberria
Executive Assistant to the
Superintendent and Board of Education

AGENDA

1. **CALL TO ORDER REGULAR MEETING*** (6:30 p.m.) *Ms. Sherman*
2. **INTRODUCTORY ITEMS** (6:30 p.m.)
 1. Pledge of Allegiance
 2. Adoption of Agenda
3. **REPORTS** (6:35 p.m.)
 1. Board of Education *Ms. Sherman*
 2. Superintendent's Office *Dr. Mooney*
4. **CONSENT ITEMS**** (6:50 p.m.)
 1. Human Resources Department
 1. Personnel Appointment
 2. Personnel Resignation
 2. Superintendent's Office
 1. Policy Review - First Reading
 3. Business Office
 1. Elementary and Secondary School Emergency Relief Fund 2019-2020
 2. Elementary and Secondary School Emergency Relief Fund 2020-2021
5. **ACTION ITEMS** (6:55 p.m.)
 1. Contract Ratification
6. **CALENDAR/FUTURE ITEMS** (7:10 p.m.)
7. **ADJOURN** (7:15 p.m.)

* Timing of agenda is not meant to be time specific. Instead the time identified is for pacing purposes only. The Board of Education may modify the agenda and the order in which items are taken for consideration.

** Consent agenda items are considered for action as an entire group. Details for these items are available for public inspection at the District Office.

*** Members of the public who wish to address the Board of Education should notify the Board Chairman or Superintendent prior to the meeting. The Board of Education normally accepts public comment only at its regularly scheduled meetings. Public comment is not normally accepted at Special Meetings/work sessions.



**BOARD OF EDUCATION
UMATILLA COUNTY SCHOOL DISTRICT #8R, HERMISTON
HERMISTON, OREGON**

June 22, 2020

SUPERINTENDENT'S RECOMMENDATION

4.1 CONSENT: Human Resources Department

4.1.1 TOPIC: Personnel Appointment

It is recommended.

RECOMMENDATION:

. that the Board of Education approves the appointment of the following employees:

Jessenia Carrillo	Health Teacher	Hermiston High School
Gioanna Vargas Aguilar	ELL Teacher	Sandstone Middle
Jayne Finch	Evaluation Specialist	District Office
Denise Thornton	Marketing Teacher	Hermiston High School

bc

**5BOARD OF EDUCATION
UMATILLA COUNTY SCHOOL DISTRICT #8R, HERMISTON
HERMISTON, OREGON**

June 22, 2020

SUPERINTENDENT'S RECOMMENDATION

4.1 CONSENT: Human Resources Department

4.1.2 TOPIC: Personnel Resignation

It is recommended.

RECOMMENDATION:

. that the Board of Education approves the resignation of the following employees:

Cristina De Anda	ELL Teacher	Sandstone Middle School
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bc

**BOARD OF EDUCATION
UMATILLA COUNTY SCHOOL DISTRICT #8R, HERMISTON
HERMISTON, OREGON**

June 22, 2020

SUPERINTENDENT’S RECOMMENDATION

4.2 CONSENT ITEMS: Superintendent’s Office

4.2.1 TOPIC: Policy Review – First Reading

It is recommended.

RECOMMENDATION:

. that the Board of Education adopts the list of policies under review, as included:

GBL	Personnel Records
GBLA	Disclosure of Information
GBN/JBA	Sexual Harassment
GBN/JBA-AR	Sexual Harassment Complaint Procedure
IGBAH-AR	Special Education – Evaluation and Eligibility Procedures**
JBA/GBN	Sexual Harassment
JBA/GBN-AR	Sexual Harassment Complaint Procedure
JHH	Student Suicide Prevention**

bc

Hermiston School District 8R

Code: GBL
Adopted: 1/13/15
Revised/Readopted: 7/10/17
Orig. Code: GBL

Personnel Records

An official personnel file will be established for each person employed by the district. Personnel files will be maintained in a central location.

All records containing employee medical condition information such as workers' compensation reports and release/permission to return to work forms will be kept confidential, in a separate file from personnel records. Such records will be released only in accordance with the requirements of the Americans with Disabilities Act or other applicable law.

The superintendent will be responsible for establishing procedures regarding the control, use, safety and maintenance of all personnel records. Employees will be given a copy of evaluations, complaints and written disciplinary actions ~~to be~~ placed in their personnel file. All charges resulting in disciplinary action shall be considered a permanent part of an employee's personnel file and shall not be removed for any reason. Employees may submit a written response to any materials placed in their personnel file.

Each employee shall have the right to review the contents of his/her own personnel file in the presence of a witness from the personnel office except that all confidential material supplied by outside agencies concerning an original employment may be removed from the file and shall not be subject to review by the employee. The employee may request a third party to accompany him/her in such review.

Except as provided below, or required by law, district employees' personnel records will be available for use and inspection only by the following:

1. The individual employee. An employee ~~or designee~~ may arrange with the office to inspect the contents of ~~his/her~~ their personnel file on any day the office is open for business;
2. Others designated ~~in writing~~ by the employee ~~in writing~~ may arrange to inspect the contents of the employee's personnel file in the same manner described above;
3. The comptroller or auditor, when such inspection is pertinent to carrying out ~~his/her~~ their respective duties, or as otherwise specifically authorized by the Board. Information so obtained will be kept confidential. No files will be removed from their central location for personal inspection;
4. A Board member when specifically authorized by the Board. Information will be kept confidential. No files will be removed from their central location for personal inspection;
5. The superintendent and members of the central administrative staff ~~designated by the superintendent~~;
6. District administrators and supervisors who currently or prospectively supervise the employee;
7. Employees of the personnel office;

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Personnel Records – GBL
1-2

8. Attorneys for the district or the district’s designated representative on matters of district business;
9. ~~The disciplinary records⁴ of a district employee convicted of a crime listed in Oregon Revised Statute (ORS) 342.143 are not exempt from disclosure under ORS 192.501 or 192.502 and shall be released to any person upon request. Prior to the release of disciplinary records the district shall remove any personally identifiable information from the record that would disclose the identity of a child, a crime victim or a district employee who is not the subject of the disciplinary record.~~ Records created pursuant to ORS 339.388(8)(c) are confidential and are not public records as defined in ORS 192.311. The district may use the record as a basis for providing the information required to be disclosed about an employee under ORS 339.378(1);
10. Upon request from a law enforcement agency, the Oregon Department of Human Services, ~~or the Teacher Standards and Practices Commission, a district shall provide the records of investigations of suspected abuse of a child by a district employee,~~ or the Oregon Department of Education, in conducting an investigation related to suspected abuse or suspected sexual conduct, to the extent allowable by state and federal law, including laws protecting a person from self-incrimination .

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The superintendent may permit persons other than those specified above to use and to inspect personnel records when, in ~~his/her~~ their opinion, the person requesting access has a legitimate official purpose. The superintendent will determine in each case the appropriateness and extent of such access.

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Release of personnel records to parties other than those authorized to inspect them will be ~~only upon receipt of a court order,~~ in line with [the district’s public records procedures] [Board policy KBA - Public Records]. [The district will attempt to notify the employee of the request and that the district believes it is legally required to disclose certain records.]

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END OF POLICY

Legal Reference(s):

[ORS 339.370 – 339.374](#) [ORS 342.143](#) [ORS 652.750](#)
[ORS 339.388](#) [ORS 342.850](#) [OAR 581-022-2405](#)

OSEA v. Lake County Sch. District, 93 Or. App. 481 (1988).
Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12112 (2018); 29 C.F.R. Part 1630 (2019); 28 C.F.R. Part 35 (2019).
Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. § 2000ff-1 (2018).

⁴ “Disciplinary records” is defined as records related to a personnel discipline action or materials or documents supporting that action.

Hermiston School District 8R

Code: GBLA
Adopted: 11/14/11
Revised/Readopted: 7/10/17
Orig. Code: GBLA

Disclosure of Information

Authorized district officials may disclose information about a former employee's job performance to a prospective employer. District officials are immune from civil liability for such disclosures under the following conditions:

1. The disclosure of information regarding the former employee's job performance is upon request of the prospective employer or the former employee. This disclosure is presumed to be in good faith. Presumption of good faith is rebutted by showing the information disclosed was:
 - a. Knowingly false;
 - b. Deliberately misleading;
 - c. Rendered with malicious purpose; or
 - d. Violated civil rights of the former employee protected under Oregon Revised Statute (ORS) 659 or ORS 659A.

2. ~~The disclosure is of the disciplinary records¹ of a district employee who has been convicted of a crime listed in Oregon Revised Statute (ORS) 342.143. These records are not exempt from disclosure under ORS 192.501 or ORS 192.502 and shall be released to any person upon request. Prior to the disclosure of a disciplinary record an education provider shall remove any personally identifiable information from the record that would disclose the identity of a child, a crime victim or a school employee who is not the subject of the disciplinary record.~~ Records created pursuant to ORS 339.388(8)(c) are confidential and are not public records as defined in ORS 192.311. The district may use the record as a basis for providing the information required to be disclosed about an employee under ORS 339.378(1).

3. ~~The disclosure is the result of a request from a law enforcement agency, the Oregon Department of Human Services or the Teacher Standards and Practices Commission regarding the records of investigations of suspected child abuse by a district employee.~~ The disclosure is a result of a request from law enforcement, Oregon Department of Human Services, Teacher Standards and Practices Commission, or the Oregon Department of Education in conducting an investigation related to suspected abuse or suspected sexual conduct to the extent allowable by state and federal law, including laws protecting a person from self-incrimination.

¹ ~~“Disciplinary records” is defined as records related to a personnel discipline action or materials or documents supporting that action.~~

4. Not later than 20 days after receiving a request under ORS 339.374(1)(b), ~~an education provider that the district, if it has or has had an employment relationship with the applicant shall disclose the information requested and any disciplinary records that must be disclosed as provided by ORS 339.388(7).~~

END OF POLICY

Legal Reference(s):

[ORS 30.178](#)

[ORS 339.370 - 339.374](#)

[ORS 339.378](#)

[ORS 339.388](#)

[ORS Chapter 659](#)

[ORS Chapter 659A](#)

OR. ATTORNEY GENERAL'S PUBLIC RECORDS AND MEETINGS MANUAL.

Hermiston School District 8R

Code: GBN/JBA
Adopted: 11/10/14
Revised/Readopted: 7/10/17; 10/08/18
Orig. Code: GBN

Sexual Harassment

(Version 1)

~~This version is recommended for deletion; see new~~

The Board is committed to the elimination of sexual harassment in district schools and activities. Sexual harassment is strictly prohibited and shall not be tolerated. This includes sexual harassment of students, staff members or third parties who are on or immediately adjacent to school grounds, at any district-sponsored activity, on any district-provided transportation or at any official district bus stop, by other students, staff members, Board members or third parties. "Third parties" include, but are not limited to, 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. "District" includes district facilities, district premises and nondistrict property if the student or staff member 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 or where the staff member is engaged in district business. The prohibition also includes off duty conduct which is incompatible with district job responsibilities.

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Sexual harassment of students, staff members or third parties shall include, but is not limited to, unwelcome sexual advances, requests for sexual favors and other verbal, nonverbal or physical conduct of a sexual nature when:

1. The conduct or communication has the purpose or effect of demanding sexual favors in exchange for benefits;
2. Submission to or rejection of the conduct or communication is used as the basis for employment or assignment of staff members or educational decisions affecting a student;
3. The conduct or communication is so severe, persistent or pervasive that it has the purpose or effect of unreasonably interfering with a student's educational performance or with a staff member's ability to perform job responsibilities; or creates an intimidating, offensive or hostile educational or working environment. Relevant factors to be considered will include, but not be limited to: (a) did the individual view the environment as hostile; (b) was it reasonable to view the environment as hostile; (c) the nature of the conduct; (d) how often the conduct occurred and how long it continued; (e) age and sex of the complainant; (f) whether the alleged harasser was in a position of power over the subject of the harassment; (g) number of individuals involved; (h) age of the alleged harasser; (i) where the harassment occurred and under what conditions; (j) other incidents of sexual harassment in the district involving the same or other students, staff members or third parties.

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

Sexual Harassment – GBN/JBA

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Complaints about behavior that may violate this policy should be filed using AC-AR - Complaint Procedure. All complaints shall be promptly investigated.

Any students, staff members or third parties who have knowledge of conduct in violation of this policy or who feels they are a victim of sexual harassment must immediately report their concerns to the building principal, compliance officer or superintendent, who has overall responsibility for all investigations. Students may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official.

Upon receipt of a complaint by a student, student's parents, a staff member or a third party alleging behavior that may violate this policy, the district shall provide written notice as required by Oregon Revised Statute (ORS) 342.704(4) to the complainant.

The student and/or the student's parents, staff member or third party who initiated the complaint shall be notified that the investigation has been concluded and as to whether a violation of this policy was found to have occurred to the extent allowable under state and federal confidentiality laws.

The initiation of a complaint in good faith about behavior that may violate this policy may not adversely affect the educational assignments or educational environment of a student complainant or any terms or conditions of employment or work environment of the staff member complainant or any terms or conditions of employment or of work or educational environment of a third-party complainant. There shall be no retaliation by the district against any person who, in good faith, reports, files a complaint or otherwise participates in an investigation or inquiry of sexual harassment.

It is the intent of the Board that appropriate corrective action will be taken by the district to stop the sexual harassment, prevent its recurrence and address negative consequences. Students in violation of this policy shall be subject to discipline up to and including expulsion and/or counseling or sexual harassment awareness training, as appropriate. The age and maturity of the student(s) involved and other relevant factors will be considered in determining appropriate action. Staff members in violation of this policy shall be subject to discipline, up to and including dismissal and/or counseling or additional sexual harassment awareness training, as appropriate. Other individuals 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.

Additionally, the district may report individuals in violation of this policy to law enforcement officials. Licensed staff, staff registered with the Teacher Standards and Practices Commission (TSPC) and those participating in practicum programs, as specified by Oregon Administrative Rules, shall be reported to TSPC.

The superintendent shall ensure appropriate periodic sexual harassment awareness training or information is provided to all supervisors, staff members and students and that annually, the name and position of district officials responsible for accepting and managing sexual harassment complaints, business phone numbers, addresses or other necessary contact information is readily available. This policy as well as the complaint procedure will be made available upon request to all students, parents of students, staff members and third parties, posted on the district's website and published in student/parent and staff handbooks. The district's policy shall be posted on a sign in all grade 6 through 12 schools. Posted signs shall be at least 8 1/2 inches by 11 inches in size.

Sexual Harassment – GBN/JBA
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Sexual Harassment – GBN/JBA
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The superintendent will establish a process of reporting incidents of sexual harassment.

END OF POLICY

Legal Reference(s):

ORS 243.706	ORS 342.850	ORS 659A.030
ORS 332.107	ORS 342.865	OAR 581-021-0038
ORS 342.700	ORS 659.850	OAR 584-020-0040
ORS 342.704	ORS 659A.006	OAR 584-020-0041
ORS 342.708	ORS 659A.029	

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018).
Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2019).
Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).

Cross Reference(s):

GBNA - Hazing/Harassment/Intimidation/Bullying/Menacing – Staff
JBA/GBN - Sexual Harassment
JFCF - Harassment/Intimidation/Bullying/Cyberbullying/Teen Dating Violence/Domestic Violence – Student

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Sexual Harassment – GBN/JBA
4-4

Hermiston School District 8R

Code: GBN/JBA
Adopted:

Sexual Harassment

(Version 2)

(New proposed version; review all selected bracketed language for correctness and resolve other bracketed language not resolved)

The district is committed to the elimination of sexual harassment in district schools, activities and programs. Sexual harassment is strictly prohibited and shall not be tolerated. This includes sexual harassment: of students by staff members, other students or third parties; of staff members by students, other staff members or third parties; and of third parties by staff members and students. This policy applies to third parties who are on or immediately adjacent to school grounds or district property, are at any school-sponsored or district-sponsored activity or program, or are off school or district property, if a student or staff member acts toward the person in a manner that creates a hostile environment for the person while at school or a school-sponsored or district-sponsored activity or program. "Third parties" include, but are not limited to, 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. "District" includes: district facilities; district premises and nondistrict property if the student or staff member 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; or where the staff member is engaged in district business. ~~+~~ The prohibition also includes off duty conduct which is incompatible with a staff member's district job responsibilities.

All staff members, students, and third parties are subject to this policy.

Sexual harassment of students, staff members or third parties shall include:

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

Examples of sexual harassment may include, but not be limited to, ~~+~~ physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials;

~~+~~ OAR 581-021-0038 requires that the policy include a "list of examples of harassing behaviors covered by policy". The bracketed list in this policy reflects OSBA's recommendations. The district does have discretion in what is included in this list.

sexual gestures or obscene jokes; touching oneself sexually or talking about one's sexuality in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance}.

All complaints or reports about behavior that may violate this policy shall be promptly investigated.

Any staff member who becomes aware of behavior that may violate this policy shall [immediately] report to a district official so that the district official (and the reporting staff member when the victim of the harassment is a student or third party) may coordinate efforts to take any action necessary to ensure the:

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

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

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

Upon receipt of a complaint from a student or the student's parents, a staff member or a third party alleging behavior that may violate this policy, the district shall provide written notice as required by Oregon Revised Statute (ORS) 342.704(5) to the complainant.

The person who initiated the complaint and if applicable the student's parents or person's parents shall be notified when the investigation is initiated and concluded and as to whether a violation of this policy was found to have occurred to the extent allowable under state and federal student confidentiality laws.

The initiation of a complaint, and the participation in an investigation, in good faith about behavior that may violate this policy may not adversely affect the educational assignments or any terms or conditions of employment or of work or educational environment of the person who initiated the complaint or who participates in the investigation. There shall be no retaliation by the district against any person who, in good faith, reports, files a complaint or otherwise participates in an investigation or inquiry of sexual harassment.

It is the intent of the Board that appropriate corrective action will be taken by the district to stop the sexual harassment, prevent its recurrence and address negative consequences. Students in violation of this policy shall be subject to discipline up to and including expulsion and/or counseling or sexual harassment awareness training, as appropriate. The age and maturity of the student(s) involved and other relevant factors will be considered in determining appropriate action. Staff members in violation of this policy shall

If you are listing behaviors not reflected in our recommendations, please make sure that you have your list reviewed by your school district's legal counsel.]

be subject to discipline, up to and including dismissal and/or additional sexual harassment awareness training, as appropriate. Other individuals 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.

Additionally, the district may report individuals in violation of this policy to law enforcement officials. Licensed staff, staff registered with the Teacher Standards and Practices Commission (TSPC) and those participating in practicum programs, as specified by Oregon Administrative Rules, shall be reported to TSPC.

The superintendent shall ensure appropriate periodic sexual harassment awareness training or information is provided to all supervisors, staff members and students and that annually, the name and position of district officials responsible for accepting and managing sexual harassment complaints, business phone numbers, addresses or other necessary contact information is readily available. This policy as well as the complaint procedure will be made available upon request to all students, parents of students, staff members and third parties, posted on the district’s website and published in student/parent and staff handbooks. The district’s policy shall be posted on a sign in ²~~{all grade 6 through 12 schools}~~ ~~{all schools}~~. Posted signs shall be at least 8-1/2 inches by 11 inches in size.

The superintendent will establish a process of reporting incidents of sexual harassment.

END OF POLICY

Legal Reference(s):

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

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

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

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

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

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2019).

Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).

² ~~Posting in “in grade 6 through 12 schools” is the minimum requirement per ORS 342.700.~~

Hermiston School District 8R

Code: **GBN/JBA-AR**
Revised/Reviewed: 7/10/17; 10/08/18

D

Sexual Harassment Complaint Procedure (Version 1)

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

Step 1 Any sexual harassment information (i.e., complaints, rumors, etc.) shall be presented to the principal, compliance officer or superintendent. All such information shall be reduced to writing and will include the specific nature of the sexual harassment and corresponding dates.

The district official receiving the complaint shall cause the district to provide written notice from the district to the complainant that includes:

1. Their rights;
2. Information about the internal complaint processes available through the school or district that the complainant may pursue;
3. Notice that civil and criminal remedies that are not provided by the school or district may be available to the complainant through the legal system and that those remedies may be subject to statutes of limitation;
4. Information about services available to the student or staff member complainant through the school or district including any counseling services, nursing services or peer advising;
5. Information about the privacy rights of the complainants and legally recognized exceptions to those rights for internal complaint processes and services available through the school or district; and
6. Information about, and contact information for, state and community-based services and resources that are available to persons who have experienced sexual harassment.

This written notification must:

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

Step 2 The district official receiving the information or complaint shall promptly initiate an investigation. The official will arrange such meetings as may be necessary to discuss the issue with all concerned parties within five working days after receipt of the information or complaint. All findings of the investigation, including the response of the alleged harasser, shall be reduced to writing. The official conducting the investigation shall notify the complainant in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. The parties will have an opportunity to submit evidence and a list of witnesses.

A copy of the notification letter provided in step 1 and the date and details of notification to the complainant of the results of the investigation, together with any other documentation related to the sexual harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

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

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

Complaints against the principal may start at step 3 and may be filed with the superintendent. The superintendent will cause the notice requirements identified in step 1 to be completed. The superintendent will investigate the complaint and will notify the complainant in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. If the complaint remains unresolved within 10 working days of receipt by the superintendent, the complainant may appeal to the Board in step 4.

Complaints against the superintendent may start at step 4 and should be referred to the Board chair on behalf of the Board. The Board chair will cause the notice requirements identified in step 1 to be completed. The Board chair shall present the complaint to the Board. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. The Board chair shall notify the complainant in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted.

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

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

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

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

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

DELETED

Sexual Harassment Complaint Form

D
Name of complainant: _____

Position of complainant: _____

Date of complaint: _____

F
Name of alleged harasser: _____

E
Date and place of incident or incidents: _____

Description of misconduct: _____

L
Name of witnesses (if any): _____

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

Any other information: _____

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

Signature: _____

E
Date: _____

Witness Disclosure Form

D
Name of Witness: _____

Position of Witness: _____

Date of Testimony/Interview: _____

E
Description of Instance Witnessed: _____

L
Any Other Information: _____

E

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

T
Signature: _____ Date: _____

E

Hermiston School District 8R

Code: GBN/JBA-AR

Revised/Reviewed:

Sexual Harassment Complaint Procedure

(Version 2)

{Principals,} {the compliance officer} {and the superintendent} {has} {have} responsibility for reports, complaints and investigations concerning sexual harassment. The investigator(s) shall be a neutral party having had no involvement in the complaint presented.

Step 1 Any sexual harassment information (i.e., reports, complaints, rumors, etc.) shall be presented to district officials, this includes officials such as the principal, compliance officer or superintendent. All such information shall be reduced to writing and will include the specific nature of the sexual harassment and corresponding dates.

The district official receiving the complaint shall cause the district to provide written notice from the district to the complainant that includes:

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

the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

This written notification must:

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

Step 2 The district official receiving the information or complaint shall promptly initiate an investigation and will notify the complainant when such investigation is initiated. The official will arrange such meetings as may be necessary to discuss the issue with all concerned parties within {five} working days after receipt of the information or complaint. All findings of the investigation, including the response of the alleged harasser, shall be reduced to writing. The official conducting the investigation shall notify the complainant in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. The parties will have an opportunity to submit evidence and a list of witnesses.

A copy of the notification letter provided in step 1 and the date and details of notification to the complainant of the results of the investigation, together with any other documentation related to the sexual harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

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

Step 4 If a complainant is not satisfied with the decision at step 3, the complainant may submit a written appeal to the Board. Such appeal must be filed within {10} working days after receipt of the step 3 decision. The Board shall, within {20} working days, conduct a hearing at which time the complainant shall be given an opportunity to present the appeal. The Board may use executive session if the subject matter qualifies under Oregon law. The Board shall provide a written decision to the complainant within {10} working days following completion of the hearing.

Complaints against the principal may start at step 3 and may be filed with the superintendent. The superintendent will cause the notice requirements identified in step 1 to be completed and the notice to the complainant when the investigation is initiated. The superintendent will investigate the complaint and will notify the complainant in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. If the complaint remains unresolved within {10} working days of receipt by the superintendent, the complainant may appeal to the Board in step 4.

Complaints against the superintendent may start at step 4 and should be referred to the Board chair on behalf of the Board. The Board chair will cause the notice requirements identified in step 1 to be completed and the notice to the complainant when the investigation is initiated. The Board chair shall present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. The Board chair shall notify the complainant in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. After receiving the results of the investigation, the Board shall decide, within {20} days, in open session what action, if any, is warranted.

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

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

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

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

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

Hermiston School District 8R
502 W Standard Ave., Hermiston, Oregon 97838 | Ph: 541-667-6000

SEXUAL HARASSMENT COMPLAINT FORM

Name of complainant: _____

Position of complainant: _____

Date of complaint: _____

Name of alleged harasser: _____

Date and place of incident or incidents: _____

Description of misconduct: _____

Name of witnesses (if any): _____

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

Any other information: _____

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

Signature: _____ Date: _____

Hermiston School District 8R
502 W Standard Ave., Hermiston, Oregon 97838 | Ph: 541-667-6000

WITNESS DISCLOSURE FORM

Name of Witness: _____

Position of Witness: _____

Date of Testimony/Interview: _____

Description of Instance Witnessed: _____

Any Other Information: _____

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

Signature: _____ Date: _____

Hermiston School District 8R

Code: IGBAH-AR
Adopted: 3/04/08
Revised/Readopted: 7/10/17
Orig. Code: IGBAH-AR

Special Education - Evaluation and Eligibility Procedures**

1. Request for Initial Evaluation
 - a. Consistent with its child find and parent consent obligations, the district responds promptly to requests initiated by a parent or public agency for an initial evaluation to determine if a child is a child with a disability.
 - b. Upon receiving a request from a parent or public agency for an initial evaluation, the district designates a team to determine whether an initial evaluation will be conducted.
 - (1) The district team includes the parent and at least two professionals, at least one of whom is a specialist knowledgeable and experienced in the evaluation and education of children with disabilities.
 - (a) The team may make the decision to evaluate with or without a meeting.
 - (b) The district documents team members' input, including parents, whether or not the district convenes a meeting.
 - c. If a meeting is held, the district invites parents to participate.
 - d. If the district agency refuses an evaluation requested by the parent, the district provides the parent with prior written notice of its refusal to conduct an evaluation.
 - e. The district acknowledges the parent's rights to challenge its refusal to conduct an evaluation.
2. The initial evaluation consists of procedures:
 - a. To determine if the child has a disability; and
 - b. To identify the child's educational needs.
3. The district conducts the initial evaluation within 60 school days of receiving parental consent for evaluation unless:
 - a. The district and the parents agree in writing to extend the timeline for an evaluation to determine eligibility for specific learning disabilities;
 - b. The child moves from another district during the evaluation, the district is making sufficient progress to ensure a prompt completion of the evaluation, and the parent and the district agree in writing to a specific time when the evaluation will be completed; or
 - c. The parent repeatedly fails or refuses to produce the child for evaluation.
4. Re-evaluation
 - a. The district conducts re-evaluations:

- (1) When the educational or related services needs, including improved academic achievement and functional performance of the child, warrant an evaluation;
 - (2) When the child's parents or teacher request a re-evaluation; and
 - (3) At least every three years, unless that parent and the district agree that a re-evaluation is unnecessary.
- b. The district does not conduct re-evaluation more than once a year, unless the parent and district agree otherwise.

5. Evaluation Planning

- a. ~~The district, or designated referral and evaluation agency for preschool children, ensures that,~~ As part of an initial evaluation (if appropriate), and as part of any re-evaluation, the child's individualized education program (IEP) or individualized family service plan (IFSP) team, including the parents and other qualified professionals, as appropriate, must review ~~and document their review of~~ existing ~~evaluation data~~ information on the child, including:
- (1) Evaluations and information provided by the child's parents;
 - (2) Current classroom-based, local or state assessments and classroom-based observations; ~~and~~
 - (3) Observations by teachers and related service providers; ~~and~~
 - (4) Medical, sensory, and health information.
- b. On the basis of that review and input from the child's parents, identify what additional data if any is needed to determine:
- (1) Whether the child has a disability;
 - (2) The child's present levels of academic achievement and related development needs;
 - (3) Whether the child needs or continues to need early intervention/early childhood special education (EI/ECSE) or special education and related services; and
 - (4) For re-evaluation, whether the child needs any additions or modifications to the special education and related services or, for a preschool child, any additions or modification to ECSE services:
 - (a) To enable the child to meet the measurable annual goals in the child's IEP or IFSP; and
 - (b) To participate, as appropriate, in the general education curriculum or, for preschool children, appropriate activities.

6. Evaluation Procedures

- a. The district assesses the child in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status and motor abilities.
- b. The evaluation is sufficiently comprehensive to identify all of the child's special education and related needs, whether or not commonly linked to the disability category in which the child has been classified.
- c. The evaluation includes information provided by the parent and a variety of assessment tools and strategies to gather relevant functional, developmental and academic information about the child that assist in determining:

- (1) Whether the child has a disability; and
 - (2) The content of the child's IEP, including information related to enabling the child to be involved in and progress in the general education curriculum (or for a preschool child, to participate in appropriate activities).
- d. The district ensures that assessments and other evaluation materials, including those tailored to assess specific areas of educational need, used to assess a child:
- (1) Are selected and administered so as not to be discriminatory on a racial or cultural basis;
 - (2) Are provided and administered in the child's native language or other mode of communication and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally and functionally, unless it is clearly not feasible to do so;
 - (3) Are used for the purposes for which the assessments or measures are valid and reliable;
 - (4) Are administered by trained and knowledgeable personnel; and
 - (5) Are administered in accordance with any instructions provided by the producer of the assessments.
- e. The district selects and administers assessments to ensure that if an assessment is administered to a child with impaired sensory, manual or speaking skills, the assessment results accurately reflect the child's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual or speaking skills (unless those skills are the factors that the test purports to measure).
- f. The district uses technically sound instruments that may assess the relative contribution of cognitive factors and behavioral factors in addition to physical or developmental factors.
- g. The district does not use any single measure of assessment as the sole criterion for determining whether a child is a child with a disability and for determining an appropriate educational program for the child.

7. Requirements if Additional Evaluation Data is not Needed to Determine Eligibility

- a. If the child's IEP or IFSP team determines that no additional data is needed to determine whether or not the child is or continues to be a child with a disability, and to determine the child's educational and developmental needs, the district provides prior written notice of that decision, the reasons for it, and the right of parents to request an assessment.
- b. When the IEP or IFSP team determines that no additional data is needed to determine eligibility, the district does not conduct an assessment of the child unless requested to do so by the parents.

8. Evaluation Procedures for Transfer Students

When a child with disabilities transfers from one district to another district in the same school year, the district coordinates with the previous district to complete any pending assessment as quickly as possible.

9. Eligibility Determination

- a. Once evaluation is completed, the district designates an eligibility team to determine whether the child is eligible for special education services.
- b. This team includes:

- (1) Two or more professionals, one of whom will be knowledgeable and experienced in evaluating and teaching students with the suspected disability; and
 - (2) The student's parent(s).
- c. For consideration of eligibility in the area of specific learning disabilities, the district eligibility team includes:
- (1) A group of qualified professionals and the parent;
 - (2) The child's regular classroom teacher or, if the child does not have a regular classroom teacher, a regular classroom teacher qualified to teach a child of his or her age, or for a child of less than school age, a preschool teacher; and
 - (3) A person qualified to conduct individual diagnostic examinations of children, such as a school psychologist, speech-language pathologist or other qualified professional.
- d. In interpreting evaluation data, each district team carefully considers and documents information from a variety of sources, including but not limited to, aptitude and achievement tests, teacher recommendations, physical condition, social or cultural background and adaptive behavior and all required elements of the evaluation.
- e. Each eligibility team prepares a written eligibility statement that includes:
- (1) Identification of the evaluation data considered in determining the child's eligibility, including the required evaluation components for the disability under consideration;
 - (2) A determination of whether the child meets the minimum evaluation criteria for one or more of the disability categories in Oregon Administrative Rule;
 - (3) A determination of whether the primary basis for the suspected disability is:
 - (a) A lack of appropriate instruction in reading (including the essential components of reading) or math; or
 - (b) Limited English proficiency.
 - (4) A determination of whether the child's disability has an adverse impact on the child's educational performance;
 - (5) A determination of whether, as a result of the disability, the child needs special education services;
 - (6) The signature of every team member and an indication of whether each agrees with the eligibility determination;
 - (7) For a child suspected of having a specific learning disability, the team's written report includes additional specific documentation as required by Oregon Administrative Rule.
- f. The team does not find a child eligible as a child with a disability if the determinant factor for that eligibility decision is:
- (1) Lack of appropriate instruction in reading, including the essential components of reading instruction or lack of appropriate instruction in math; or
 - (2) Limited English proficiency; and
 - (3) The child does not otherwise meet the eligibility criteria found in Oregon Administrative Rule for the category(ies) of disability under consideration.

- g. The team finds a child eligible if the child has a disability and needs special education and related services, even though the child is advancing from grade to grade.
- h. A child may have disabilities in more than one disability category, but the team needs to find the child eligible in only one category. However, the district evaluates the child in all areas related to the suspected disability or disabilities, and the child's IEP addresses all of the child's special education needs.

Hermiston School District 8R

Code: JBA/GBN
Adopted: 11/10/14
Revised/Readopted: 7/24/17; 10/08/18
Orig. Code: JBA/GBN

Sexual Harassment

(Version 1)

~~This version is recommended for deletion; see new~~

The Board is committed to the elimination of sexual harassment in district schools and activities. Sexual harassment is strictly prohibited and shall not be tolerated. This includes sexual harassment of students, staff members or third parties who are on or immediately adjacent to school grounds, at any district-sponsored activity, on any district-provided transportation or at any official district bus stop, by other students, staff members, Board members or third parties. "Third parties" include, but are not limited to, 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. "District" includes district facilities, district premises and nondistrict property if the student or staff member 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 or where the staff member is engaged in district business. The prohibition also includes off duty conduct which is incompatible with district job responsibilities.

Sexual harassment of students, staff members or third parties shall include, but is not limited to, unwelcome sexual advances, requests for sexual favors and other verbal, nonverbal or physical conduct of a sexual nature when:

1. The conduct or communication has the purpose or effect of demanding sexual favors in exchange for benefits;
2. Submission to or rejection of the conduct or communication is used as the basis for employment or assignment of staff members or educational decisions affecting a student;
3. The conduct or communication is so severe, persistent or pervasive that it has the purpose or effect of unreasonably interfering with a student's educational performance or with a staff member's ability to perform job responsibilities; or creates an intimidating, offensive or hostile educational or working environment. Relevant factors to be considered will include, but not be limited to: (a) did the individual view the environment as hostile; (b) was it reasonable to view the environment as hostile; (c) the nature of the conduct; (d) how often the conduct occurred and how long it continued; (e) age and sex of the complainant; (f) whether the alleged harasser was in a position of power over the subject of the harassment; (g) number of individuals involved; (h) age of the alleged harasser; (i) where the harassment occurred and under what conditions; (j) other incidents of sexual harassment in the district involving the same or other students, staff members or third parties.

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

Sexual Harassment – JBA/GBN

1-4

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Complaints about behavior that may violate this policy should be filed using AC-AR - Complaint Procedure. All complaints shall be promptly investigated.

Any students, staff members or third parties who have knowledge of conduct in violation of this policy or who feels they are a victim of sexual harassment must immediately report their concerns to the building principal, compliance officer or superintendent, who has overall responsibility for all investigations. Students may also report concerns to a teacher, counselor or school nurse, who will promptly notify the appropriate district official.

Upon receipt of a complaint by a student, student's parents, a staff member or a third party alleging behavior that may violate this policy, the district shall provide written notice as required by Oregon Revised Statute (ORS) 342.704(4) to the complainant.

The student and/or the student's parents, staff member or third party who initiated the complaint shall be notified that the investigation has been concluded and as to whether a violation of this policy was found to have occurred to the extent allowable under state and federal confidentiality laws.

The initiation of a complaint in good faith about behavior that may violate this policy may not adversely affect the educational assignments or educational environment of a student complainant or any terms or conditions of employment or work environment of the staff member complainant or any terms or conditions of employment or of work or educational environment of a third-party complainant. There shall be no retaliation by the district against any person who, in good faith, reports, files a complaint or otherwise participates in an investigation or inquiry of sexual harassment.

It is the intent of the Board that appropriate corrective action will be taken by the district to stop the sexual harassment, prevent its recurrence and address negative consequences. Students in violation of this policy shall be subject to discipline up to and including expulsion and/or counseling or sexual harassment awareness training, as appropriate. The age and maturity of the student(s) involved and other relevant factors will be considered in determining appropriate action. Staff members in violation of this policy shall be subject to discipline, up to and including dismissal and/or counseling or additional sexual harassment awareness training, as appropriate. Other individuals 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.

Additionally, the district may report individuals in violation of this policy to law enforcement officials. Licensed staff, staff registered with the Teacher Standards and Practices Commission (TSPC) and those participating in practicum programs, as specified by Oregon Administrative Rules, shall be reported to TSPC.

The superintendent shall ensure appropriate periodic sexual harassment awareness training or information is provided to all supervisors, staff members and students and that annually, the name and position of district officials responsible for accepting and managing sexual harassment complaints, business phone numbers, addresses or other necessary contact information is readily available. This policy as well as the complaint procedure will be made available upon request to all students, parents of students, staff members and third parties, posted on the district's website and published in student/parent and staff handbooks. The district's policy shall be posted on a sign in all grade 6 through 12 schools. Posted signs shall be at least 8 1/2 inches by 11 inches in size.

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Sexual Harassment – JBA/GBN
3-4

The superintendent will establish a process of reporting incidents of sexual harassment.

END OF POLICY

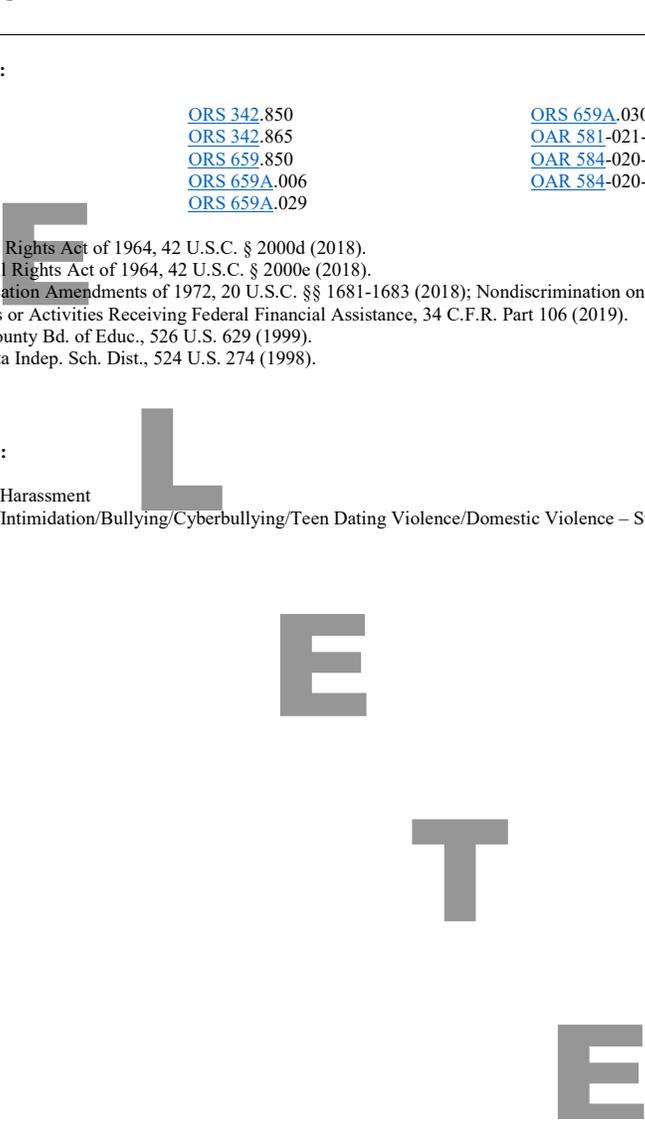
Legal Reference(s):

- | | | |
|-----------------------------|------------------------------|----------------------------------|
| ORS 243.706 | ORS 342.850 | ORS 659A.030 |
| ORS 332.107 | ORS 342.865 | OAR 581-021-0038 |
| ORS 342.700 | ORS 659.850 | OAR 584-020-0040 |
| ORS 342.704 | ORS 659A.006 | OAR 584-020-0041 |
| ORS 342.708 | ORS 659A.029 | |

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).
 Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018).
 Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2019).
 Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).
 Gebser v. Lago Vista Indep. Sch. Dist., 524 U.S. 274 (1998).

Cross Reference(s):

GBN/JBA - Sexual Harassment
 JFCF - Harassment/Intimidation/Bullying/Cyberbullying/Teen Dating Violence/Domestic Violence – Student



Hermiston School District 8R

Code: JBA/GBN
Adopted:

Sexual Harassment

(Version 2)

(New proposed version; review all selected bracketed language for correctness and resolve other bracketed language not resolved)

The district is committed to the elimination of sexual harassment in district schools, activities and programs. Sexual harassment is strictly prohibited and shall not be tolerated. This includes sexual harassment: of students by staff members, other students or third parties; of staff members by students, other staff members or third parties; and of third parties by staff members and students. This policy applies to third parties who are on or immediately adjacent to school grounds or district property, are at any school-sponsored or district-sponsored activity or program, or are off school or district property, if a student or staff member acts toward the person in a manner that creates a hostile environment for the person while at school or a school-sponsored or district-sponsored activity or program. “Third parties” include, but are not limited to, 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. “District” includes: district facilities; district premises and nondistrict property if the student or staff member 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; or where the staff member is engaged in district business. [The prohibition also includes off duty conduct which is incompatible with a staff member’s district job responsibilities.]

All staff members, students, and third parties are subject to this policy.

Sexual harassment of students, staff members or third parties shall include:

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

Examples of sexual harassment may include, but not be limited to, [^+]physical touching or graffiti of a sexual nature; displaying or distributing of sexually explicit drawings; pictures and written materials;

[^+ OAR 581-021-0038 requires that the policy include a “list of examples of harassing behaviors covered by policy”. The bracketed list in this policy reflects OSBA’s recommendations. The district does have discretion in what is included in this list.

sexual gestures or obscene jokes; touching oneself sexually or talking about one's sexuality in front of others; or spreading rumors about or rating other students or others as to appearance, sexual activity or performance}.

All complaints or reports about behavior that may violate this policy shall be promptly investigated.

Any staff member who becomes aware of behavior that may violate this policy shall [immediately] report to a district official so that the district official (and the reporting staff member when the victim of the harassment is a student or third party) may coordinate efforts to take any action necessary to ensure the:

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

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

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

Upon receipt of a complaint from a student or the student's parents, a staff member or a third party alleging behavior that may violate this policy, the district shall provide written notice as required by Oregon Revised Statute (ORS) 342.704(5) to the complainant.

The person who initiated the complaint and if applicable the student's parents or person's parents shall be notified when the investigation is initiated and concluded and as to whether a violation of this policy was found to have occurred to the extent allowable under state and federal student confidentiality laws.

The initiation of a complaint, and the participation in an investigation, in good faith about behavior that may violate this policy may not adversely affect the educational assignments or any terms or conditions of employment or of work or educational environment of the person who initiated the complaint or who participates in the investigation. There shall be no retaliation by the district against any person who, in good faith, reports, files a complaint or otherwise participates in an investigation or inquiry of sexual harassment.

It is the intent of the Board that appropriate corrective action will be taken by the district to stop the sexual harassment, prevent its recurrence and address negative consequences. Students in violation of this policy shall be subject to discipline up to and including expulsion and/or counseling or sexual harassment awareness training, as appropriate. The age and maturity of the student(s) involved and other relevant factors will be considered in determining appropriate action. Staff members in violation of this policy shall

If you are listing behaviors not reflected in our recommendations, please make sure that you have your list reviewed by your school district's legal counsel.]

be subject to discipline, up to and including dismissal and/or additional sexual harassment awareness training, as appropriate. Other individuals 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. Additionally, the district may report individuals in violation of this policy to law enforcement officials. Licensed staff, staff registered with the Teacher Standards and Practices Commission (TSPC) and those participating in practicum programs, as specified by Oregon Administrative Rules, shall be reported to TSPC.

The superintendent shall ensure appropriate periodic sexual harassment awareness training or information is provided to all supervisors, staff members and students and that annually, the name and position of district officials responsible for accepting and managing sexual harassment complaints, business phone numbers, addresses or other necessary contact information is readily available. This policy as well as the complaint procedure will be made available upon request to all students, parents of students, staff members and third parties, posted on the district’s website and published in student/parent and staff handbooks. The district’s policy shall be posted on a sign in ²~~all grade 6 through 12 schools~~ ~~all schools~~. Posted signs shall be at least 8-1/2 inches by 11 inches in size.

The superintendent will establish a process of reporting incidents of sexual harassment.

END OF POLICY

Legal Reference(s):

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

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

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

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

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

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2019).

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

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

² Posting in “in grade 6 through 12 schools” is the minimum requirement per ORS 342.700.

Hermiston School District 8R

Code: JBA/GBN-AR
Revised/Reviewed: 7/24/17; 10/08/18

Sexual Harassment Complaint Procedure (Version 1)

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

Step 1 Any sexual harassment information (i.e., complaints, rumors, etc.) shall be presented to the principal, compliance officer or superintendent. All such information shall be reduced to writing and will include the specific nature of the sexual harassment and corresponding dates.

The district official receiving the complaint shall cause the district to provide written notice from the district to the complainant that includes:

1. Their rights;
2. Information about the internal complaint processes available through the school or district that the complainant may pursue;
3. Notice that civil and criminal remedies that are not provided by the school or district may be available to the complainant through the legal system and that those remedies may be subject to statutes of limitation;
4. Information about services available to the student or staff member complainant through the school or district including any counseling services, nursing services or peer advising;
5. Information about the privacy rights of the complainants and legally recognized exceptions to those rights for internal complaint processes and services available through the school or district; and
6. Information about, and contact information for, state and community-based services and resources that are available to persons who have experienced sexual harassment.

This written notification must:

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

Step 2 The district official receiving the information or complaint shall promptly initiate an investigation. The official will arrange such meetings as may be necessary to discuss the issue with all concerned parties within five working days after receipt of the information or complaint. All findings of the investigation, including the response of the alleged harasser, shall be reduced to writing. The official conducting the investigation shall notify the complainant in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. The parties will have an opportunity to submit evidence and a list of witnesses.

A copy of the notification letter provided in step 1 and the date and details of notification to the complainant of the results of the investigation, together with any other documentation related to the sexual harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

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

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

Complaints against the principal may start at step 3 and may be filed with the superintendent. The superintendent will cause the notice requirements identified in step 1 to be completed. The superintendent will investigate the complaint and will notify the complainant in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. If the complaint remains unresolved within 10 working days of receipt by the superintendent, the complainant may appeal to the Board in step 4.

Complaints against the superintendent may start at step 4 and should be referred to the Board chair on behalf of the Board. The Board chair will cause the notice requirements identified in step 1 to be completed. The Board chair shall present the complaint to the Board. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. The Board chair shall notify the complainant in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. After receiving the results of the investigation, the Board shall decide, within 20 days, in open session what action, if any, is warranted.

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

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

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

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

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

D
E

L

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T

E

Sexual Harassment Complaint Form

D
Name of complainant: _____

Position of complainant: _____

Date of complaint: _____

F
Name of alleged harasser: _____

Date and place of incident or incidents: _____

Description of misconduct: _____

L
Name of witnesses (if any): _____

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

Any other information: _____

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

Signature: _____

E
Date: _____

Witness Disclosure Form

D
Name of Witness: _____

Position of Witness: _____

Date of Testimony/Interview: _____

E
Description of Instance Witnessed: _____

L
Any Other Information: _____

E

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

T
Signature: _____ Date: _____

E

Hermiston School District 8R

Code: JBA/GBN-AR

Revised/Reviewed:

Sexual Harassment Complaint Procedure

(Version 2)

{Principals,} {the compliance officer} {and the superintendent} {has} {have} responsibility for reports, complaints and investigations concerning sexual harassment. The investigator(s) shall be a neutral party having had no involvement in the complaint presented.

Step 1 Any sexual harassment information (i.e., reports, complaints, rumors, etc.) shall be presented to district officials, this includes officials such as the principal, compliance officer or superintendent. All such information shall be reduced to writing and will include the specific nature of the sexual harassment and corresponding dates.

The district official receiving the complaint shall cause the district to provide written notice from the district to the complainant that includes:

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

the person's knowledge and with the intent of causing the person to become incapacitated and vulnerable to the prohibited conduct.

This written notification must:

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

Step 2 The district official receiving the information or complaint shall promptly initiate an investigation and will notify the complainant when such investigation is initiated. The official will arrange such meetings as may be necessary to discuss the issue with all concerned parties within {five} working days after receipt of the information or complaint. All findings of the investigation, including the response of the alleged harasser, shall be reduced to writing. The official conducting the investigation shall notify the complainant in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. The parties will have an opportunity to submit evidence and a list of witnesses.

A copy of the notification letter provided in step 1 and the date and details of notification to the complainant of the results of the investigation, together with any other documentation related to the sexual harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent.

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

Step 4 If a complainant is not satisfied with the decision at step 3, the complainant may submit a written appeal to the Board. Such appeal must be filed within {10} working days after receipt of the step 3 decision. The Board shall, within {20} working days, conduct a hearing at which time the complainant shall be given an opportunity to present the appeal. The Board may use executive session if the subject matter qualifies under Oregon law. The Board shall provide a written decision to the complainant within {10} working days following completion of the hearing.

Complaints against the principal may start at step 3 and may be filed with the superintendent. The superintendent will cause the notice requirements identified in step 1 to be completed and the notice to the complainant when the investigation is initiated. The superintendent will investigate the complaint and will notify the complainant in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. If the complaint remains unresolved within {10} working days of receipt by the superintendent, the complainant may appeal to the Board in step 4.

Complaints against the superintendent may start at step 4 and should be referred to the Board chair on behalf of the Board. The Board chair will cause the notice requirements identified in step 1 to be completed and the notice to the complainant when the investigation is initiated. The Board chair shall present the complaint to the Board. The Board may use executive session if the subject matter qualifies under Oregon law. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. The Board chair shall notify the complainant in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law. After receiving the results of the investigation, the Board shall decide, within {20} days, in open session what action, if any, is warranted.

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

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

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

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

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

Hermiston School District 8R
502 W Standard Ave., Hermiston, Oregon 97838 | Ph: 541-667-6000

SEXUAL HARASSMENT COMPLAINT FORM

Name of complainant: _____

Position of complainant: _____

Date of complaint: _____

Name of alleged harasser: _____

Date and place of incident or incidents: _____

Description of misconduct: _____

Name of witnesses (if any): _____

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

Any other information: _____

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

Signature: _____ Date: _____

Hermiston School District 8R
502 W Standard Ave., Hermiston, Oregon 97838 | Ph: 541-667-6000

WITNESS DISCLOSURE FORM

Name of Witness: _____

Position of Witness: _____

Date of Testimony/Interview: _____

Description of Instance Witnessed: _____

Any Other Information: _____

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

Signature: _____ Date: _____

Hermiston School District 8R

Code: JHH

Adopted:

Student Suicide Prevention**

(New required policy)

The district shall develop a comprehensive student suicide prevention plan for students in kindergarten through grade 12.

[The district may consult with state or national suicide prevention organizations, the Oregon Department of Education (ODE), school-based mental health professionals, parents, guardians, employees, students, administrators and school boards associations when developing the required plan.]

The plan shall include, at a minimum:

1. Procedures relating to suicide prevention, intervention and activities that reduce risk and promote healing after a suicide;
2. Identification of the school officials responsible for responding to reports of suicidal risk;
3. A procedure by which a person may request the district to review the actions of a school in responding to suicidal risk;
4. Methods to address the needs of high-risk groups, including:
 - a. Youth bereaved by suicide;
 - b. Youth with disabilities, mental illness or substance abuse disorders;
 - c. Youth experiencing homelessness or out of home settings, such as foster care; and
 - d. Lesbian, gay, bisexual, transgender, queer and other minority gender identity and sexual orientation, Native American, Black, Latinx, and Asian students.
5. A description of, and materials for, any training to be provided to employees as part of the plan, which must include:
 - a. When and how to refer youth and their families to appropriate mental health services; and
 - b. Programs that can be completed through self-review of suitable suicide prevention materials.
6. Supports that are culturally and linguistically responsive;
7. Procedures for reentry into a school environment following a hospitalization or behavioral health crisis¹; and

¹ “Behavioral health crisis” as defined by Oregon Administrative Rule (OAR) 581-022-2510, means a disruption in an individual’s mental or emotional stability or functioning resulting in an urgent need for immediate treatment to prevent a serious deterioration in the individual’s mental or physical health.

8. A process for designating staff to be trained in an evidence-based suicide prevention program.²

The plan must be written to ensure that a district employee acts only within the authorization and scope of the employee's credentials or licenses.

The plan must be available annually to the community of the district, including district students, their parents and guardians, and employees and volunteers of the district, and readily available at the district office and on the district website.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

[ORS 339.343](#)

[OAR 581-022-2510](#)

² ODE will provide a list of available programs.

**BOARD OF EDUCATION
UMATILLA COUNTY SCHOOL DISTRICT #8R, HERMISTON
HERMISTON, OREGON**

June 8, 2020

DIRECTOR OF BUSINESS SERVICES' RECOMMENDATION

4.3 CONSENT ITEMS: Business Office

4.3.1 TOPIC: Elementary and Secondary School Emergency Relief Fund
2019-2020

It is recommended.

RECOMMENDATION:

. that the Board of Education approves Resolution 19-20-11.

bc

**HERMISTON SCHOOL DISTRICT #8R
RESOLUTION # 19-20-11**

Grant Fund 202

WHEREAS, Oregon Revised Statute allows special revenue funds to be established by the Board of Directors to appropriate and expend such funds for specific purposes; and

WHEREAS, Hermiston School District #8R wishes to create such a fund to be used to support efforts required to account for operations of a grant received from ODE within the district; and

WHEREAS, the funds for the Elementary and Secondary School Emergency Relief Fund (ESSER Fund) would be received from district claim process; and

WHEREAS, once the Fund is established, operation could begin immediately; now

THEREFORE, BE IT RESOLVED by the Board of Education of Hermiston School District #8R, Umatilla County, Oregon, to authorize the administration to establish the Elementary and Secondary School Emergency Relief Fund (ESSER Fund) immediately for the purposes stated above.

Supplemental Budget:

Revenue:	202	R4500	\$ 1,085,040
Appropriations:		1000	\$ 285,040
		2000	\$ 800,000

Considered and enacted at the meeting of the Board of Directors of the Hermiston School District #8R, on the 22nd day of June 2020.

**Board Chairman
Hermiston School District #8R**

**Secretary to the School Board
Hermiston School District #8R**

**BOARD OF EDUCATION
UMATILLA COUNTY SCHOOL DISTRICT #8R, HERMISTON
HERMISTON, OREGON**

June 8, 2020

DIRECTOR OF BUSINESS SERVICES' RECOMMENDATION

4.3 CONSENT ITEMS: Business Office

4.3.2 TOPIC: Elementary and Secondary School Emergency Relief Fund
2020-2021

It is recommended.

RECOMMENDATION:

. that the Board of Education approves Resolution 19-20-12.

bc

**HERMISTON SCHOOL DISTRICT #8R
RESOLUTION # 19-20-12**

2020-2021 Grant Fund 202

WHEREAS, Oregon Revised Statute allows special revenue funds to be established by the Board of Directors to appropriate and expend such funds for specific purposes; and

WHEREAS, Hermiston School District #8R wishes to create such a fund to be used to support efforts required to account for operations of a grant received from ODE within the district; and

WHEREAS, the District has already adopted budget appropriations for the 2020-2021 fiscal year; and

WHEREAS, the funds for the Elementary and Secondary School Emergency Relief Fund (ESSER Fund) would be received from district claim process; and

WHEREAS, once the Fund is established, operation could continue through fiscal year 2020-2021; now

THEREFORE, BE IT RESOLVED by the Board of Education of Hermiston School District #8R, Umatilla County, Oregon, to authorize the administration to establish the Elementary and Secondary School Emergency Relief Fund (ESSER Fund) immediately for the purposes stated above.

2020-2021 Supplemental Budget:

Revenue:	202	R4500	\$ 1,085,040
Appropriations:		1000	\$ 285,040
		2000	\$ 800,000

Considered and enacted at the meeting of the Board of Directors of the Hermiston School District #8R, on the 22nd day of June 2020.

**Board Chairman
Hermiston School District #8R**

**Secretary to the School Board
Hermiston School District #8R**

**BOARD OF EDUCATION
UMATILLA COUNTY SCHOOL DISTRICT #8R, HERMISTON
HERMISTON, OREGON**

June 22, 2020

SUPERINTENDENT'S RECOMMENDATION

5.0 ACTION ITEMS

5.1 TOPIC: Contract Ratification

It is recommended.

RECOMMENDATION:

. that the Board of Education approves the tentative agreement reached on June 3, 2020, between Oregon School Employees Association Chapter 10 and the Board of Education bargaining teams and ratified by the association on June 12, 2020, as included.

Draft Motion: "I move that the Board of approves the tentative agreement reached on June 3, 2020, between Oregon School Employees Association Chapter 10 and the Board of Education bargaining teams and ratified by the association on June 12, 2020, as included.

Motion for approval: Made by _____ Seconded by _____

Motion for rejection: Made by _____ Seconded by _____

Motion for further consideration: Made by _____ Seconded by _____

bc

COLLECTIVE BARGAINING AGREEMENT

between

HERMISTON SCHOOL DISTRICT 8R

and the

OREGON SCHOOL EMPLOYEES ASSN.

CHAPTER 10

2020-2021

2021-2022

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ARTICLE 1 GENERAL DEFINITIONS

- 1.1 Agreement: This Collective Bargaining Agreement.
- 1.2 Association: (also Chapter): The Oregon School Employee Association (OSEA), Chapter 10, whose members are, classified employees of the Hermiston School District.
- 1.3 Board: The elected and sitting Board of Education, or Board of Directors, of the Hermiston School District.
- 1.4 District: Umatilla County School District 8R, a public agency, known as Hermiston School District.
- 1.5 State Law: (also Oregon Law): The Oregon Revised Statutes, Oregon Administrative Rules, and decisions of the appropriate courts and regulatory agencies bearing thereon.
- 1.6 Work Week: The designated seven (7) day work week shall fall between 12:00 A.M. Monday and 11:59 P.M. Sunday.
- 1.7

<u>Work Days</u>	<u>Months</u>
240 & above	12 month employee
218 – 239	11 month employee
196 – 217	10 month employee
0 – 195	9 month employee
- 1.8 Flex Time: When an employee, under the direction and approval from their supervisor, is required to adjust their regular workday hours within a given work week.
- 1.9 Compensatory (Comp) Time: When an employee works more than forty (40) hours in a week, the additional time beyond forty (40) hours may be approved to be taken within the pay period in lieu of overtime pay. Since an employee has worked more than forty (40) hours in a week, comp time hours are earned at a rate of one and one-half (1½) times. Comp time must be pre-approved and may only be approved by the Superintendent or designee.

ARTICLE 2 RECOGNITION

- 2.1 The Board recognizes the Association as the sole and exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours, and related conditions of employment as set forth in Oregon law for regular classified employees. Excluded are the following:
 - A. Part-time employees (employees who work less than half-time)
 - B. Supervisory employees
 - C. Confidential employees as defined by ORS 243.650 (6)
 - D. Temporary employees
 - E. Daily substitutes
 - F. Long-term substitutes

G. Summer hires

2.2 For the purpose of this Article:

- A. A temporary employee is one newly hired by the District for a specific, short-term task for ninety (90) calendar days or less.
- B. A long-term substitute is one who is newly hired to replace a bargaining unit employee on approved leave of absences for a period of up to one (1) year.
- C. A summer hire is one who is hired to work during the summer recess (May-September).

ARTICLE 3 ASSOCIATION PRIVILEGES AND RESPONSIBILITIES

- 3.1 The Association shall represent and negotiate for all classified employees who are designated by the Employment Relations Board as members of the bargaining unit equally and without discrimination.
- 3.2 The Association or committees of the Association will be allowed the use of the facilities of District 8R for meetings with the approval of the appropriate administrator.
- 3.3 The Association will be allowed to communicate with their membership via the District's electronic communications system in accordance with Board Policy IIBGA.
- 3.4 The Association will be provided reasonable bulletin board space for classified personnel communications of a routine nature.
- 3.5 OSEA, Chapter 10, will be given a bank of eight (8) days (64 hours) with pay, to attend Association conferences or conventions directly related to their occupational interests. Permission for such leaves will be considered on the basis of the following:
 - A. Participation in the Association activity will be beneficial to the District and its programs.
 - B. Chapter officers will be given priority.
 - C. Absence of the staff member will result in minimum disruption of his/her District assignment.
 - D. Requests for leave should be submitted in writing to the administration approximately two (2) weeks before the date of leave. If approved, the employee shall receive compensation for the duration of the leave. Full pay shall be based on the scheduled working day(s) for the employee.
 - E. Additional Association paid release time for Association business shall be by mutual consent of the Association and the District. Requests for release time must be made five (5) calendar days prior to the proposed leave date.
- 3.6 Negotiations and grievance matters shall normally occur outside the working day. A classified employee engaged in negotiations on behalf of the Association with any representative of the District or participating in any professional grievance negotiations during the school day shall be released from regular duty without loss of pay.
- 3.7 The Association will be consulted in the planning of the school calendar.

- 3.8 A professional development committee that consists of OSEA members and administration will meet on a quarterly basis to plan out activities for annual professional development trainings for classified staff.
- 3.9 When an employee is working outside of the normal school hours, his/her supervisor shall allow an adjustment to their regular hours to accommodate the attendance of Association meetings.

ARTICLE 4 MANAGEMENT RIGHTS

- 4.1 It is recognized that the Board has and will continue to retain the right and responsibility to operate and manage the school system and its programs, facilities, properties and educational activities of its employees.
- 4.2 Without limiting the generality of Article 3.1, it is expressly recognized that the Board's operational and managerial rights include:
- A. The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close facilities;
 - B. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations;
 - C. The determination to manage and organize each school or facility in the system;
 - D. The maintenance of discipline and control, and use of the school system's property and facilities;
 - E. The determination of safety, health and property protection measures where legal responsibility of the District or another governmental entity is involved;
 - F. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement;
 - G. The direction and arrangement of all working forces in the system, including the right to hire, suspend, discharge, discipline, or transfer employees; and to promote employees to supervisory, management, or administrative positions;
 - H. The creation, combination, modification or elimination of any classified position;
 - I. The determination of the size of the work force, the allocation and assignment of work to employees, the establishment of quality standards and the evaluation of employee performance.
- 4.3 The District can act on functions and rights not specifically nullified by this Agreement.

ARTICLE 5 EMPLOYEES

- 5.1 As soon as practicable, new employees shall receive a copy of their Job Description, directions on how to access the Collective Bargaining Agreement online, and Notification of Employment. A new employee will have a training period in which the job and required work standards are thoroughly explained and demonstrated by the lead person and/or appropriate personnel. Supervisor shall maintain a written record of such training.

5.2 New Employee Orientation. A mutually agreed upon time will be set aside for employee orientation at the beginning of each new school year, or within 30 days of the employee start date. If the Association representative is an employee of the District, the representative shall be given time to make a presentation.

5.3 Each employee hired into the bargaining unit shall serve a probationary period of six (6) months.

The District shall have the right to terminate an employee any time during his/her probationary period. Termination shall not be subject to the dismissal procedure in the Agreement. Probationary employees shall be afforded all other rights under the Agreement.

An employee must be evaluated no less than sixty (60) days before the end of the probationary period.

If the supervisor fails to evaluate, employment continues.

5.4 Each employee shall receive a minimum of one (1) formal evaluation each year from his/her immediate supervisor/administrator.

ARTICLE 6 PERSONNEL RECORDS

6.1 Excluding routine documents as identified in OAR 166-400-0050(7), the personnel records of an employee in the bargaining unit shall not include derogatory information that does not bear the employee's signature or initials indicating that the employee has been shown the material. If the employee has not initialed such material, a witness must verify that such material has been presented to the employee for examination. (An employee shall have the right to attach a written statement of explanation to any material which he/she believes to be incorrect or derogatory toward him/her.)

6.2 An employee's personnel records shall be available for inspection upon his/her request during regular office hours.

6.3 Material placed in the personnel records of an employee without following the above provisions of this Article will not be used by the District in any subsequent evaluation or disciplinary proceeding involving the employee.

ARTICLE 7 DISCIPLINE

7.1 No employee who has successfully completed the probationary period shall be terminated or disciplined without due process.

7.2 If, in the opinion of the immediate supervisor, the employee's performance is unsatisfactory, the following procedure will be followed:

A. Following a performance evaluation and determination that the employee's job performance is unsatisfactory, a plan of assistance will be developed for the employee indicating the job deficiencies and the action that the employee needs to take to improve his/her performance to a satisfactory level for each deficiency.

B. The plan of assistance will identify a reasonable length of time (not less than three (3) weeks) for the employee to improve his/her performance. During this time, periodic evaluations will be made by the administrator and/or employee's supervisor and the employee informed of the results.

- C. At the end of the evaluation period, the employee's performance will again be evaluated and a determination made as to whether or not performance has improved to a satisfactory level.
- D. If the employee's performance has not improved to a satisfactory level, the employee's immediate supervisor may recommend suspension without pay, demotion, involuntary reassignment/transfer or dismissal. All information forming the basis of the dismissal action will be made available to the employee upon the employee's request.
- E. Regular employees have the right to a dismissal, suspension, or demotion review under provisions of the formal grievance procedure included in this Agreement (Article VIII).

7.3

- A. In the event of an allegation of misconduct, unless otherwise stipulated by state or federal law, the employee may be suspended with pay, immediately from employment until such charges are investigated by the District and a decision is made to continue or terminate employment. If the employee is cleared of the allegations of misconduct, the affected employee will be immediately reinstated without loss of pay or other benefits. If the allegations are upheld, the employee may be terminated. Investigation and a decision concerning the allegations of the suspended employee will not exceed fifteen (15) working days from time of suspension.
- B. In the event of repeated (more than once) violations of employee attendance or leave policies, the employee may be suspended with pay until such violations of attendance policies are investigated by the District and a decision is made to discipline the employee.

7.4 The employee shall have the right to have a representative of his/her choice at any meeting with a supervisor or the Board in which the employee believes might result in discipline. The employee will be given advanced notice to obtain representation.

7.5 Upon request, the employee will be granted a hearing before the Board as described in Article 8.4.D.

7.6 Verbal Reprimand/Criticism. A verbal reprimand will be made in confidence and not in the presence of others. (If an employee feels he/she must criticize his/her supervisor, the criticism will be made in confidence and not in the presence of others.)

ARTICLE 8 GRIEVANCE PROCEDURE

8.1 For the purpose of this article:

- A. A grievance is a claim by a classified employee or the Association based upon the interpretation, application, or violation of this Agreement.
- B. An aggrieved is a classified employee, group of classified employees or the Association filing the grievance.
- C. Days are the days the District is open for business.

8.2 There shall be no restraint, coercion, interference, discrimination or reprisal exerted by either party on any employee concerning the filing of a grievance.

8.3 A grievance relates to a claim of improper and/or inequitable application or interpretation of the Agreement. The authority to resolve grievances at the District level lies within the province of the Board. This procedure is provided as a proper channel for adjustment of grievances.

8.4 Grievances shall be processed as rapidly as possible. The number of days indicated at each step are District business days and shall be considered as maximum. Under unusual circumstances, time limits may be extended by mutual consent of both parties.

A. Step One

Informal Conference: An employee who has a grievance may notify his/her immediate administrative supervisor (hereinafter called "Administrator"). The administrator and the aggrieved shall identify the problem, clarify the conditions related to it and attempt to resolve the problem in an informal manner.

B. Step Two

The aggrieved may, within five (5) days following the informal conference, state the grievance in writing and the administrator shall respond with his/her decision to the grievance in writing within 5 days.

C. Step Three

Appeal to the Superintendent or his/her designated representative: The aggrieved may appeal the decision rendered under Step Two to the Superintendent. Such an appeal shall be filed within ten (10) days after the aggrieved receives the written decision as provided under Step Two. The Superintendent or his/her designated representative shall render a decision in writing within five (5) days after the appeal is filed. (This time limit shall be extended to ten (10) days if the Superintendent or his/her designated representative chooses to hold a hearing.)

D. Step Four

Appeal to the Board: The aggrieved may, within ten (10) days following receipt of the decision under Step Three, appeal to the Board. The Board shall grant a hearing within twelve (12) days and deliver their decision in writing within three (3) days following the hearing.

8.5 Right of Representation - At Step One, the aggrieved employee shall be entitled to be accompanied by and/or be represented by a member of the Association. At Step Two and each subsequent step, the aggrieved shall be entitled to be accompanied by and/or be represented by up to two (2) persons of his/her choice.

8.6 Time Limit for Initiating Proceedings-If the initial request for review of a grievance is not made within twenty (20) calendar days after the act or conditions on which the grievance is based became known, the grievance shall be considered as waived.

8.7 Group Grievance-If two (2) or more classified employees have the same grievance, a group grievance may be presented and processed as a single grievance under these provisions.

8.8 Disposition of Records-All documents, communications, and records dealing with the processing of grievances shall be filed separately from personnel files of the aggrieved.

ARTICLE 9 SALARY

9.1 Salaries for the classified employees in the bargaining unit are indicated in the attached salary schedule (Appendix A) and by this reference incorporated herein.

- 9.2 Employees not placed on the current salary schedule due to previous agreements will receive the same increase provided to their category.
- 9.3 Salaries, as indicated on the salary schedule, shall be for the term of this Agreement.
- 9.4 After serving at least one year on step 8 and after serving nine consecutive years in the district, the employee will be awarded \$.75 per hour longevity starting the following fiscal year. After 14 years, longevity pay is \$1.00 per hour. After 19 years, longevity pay is \$1.25 per hour. After 24 years, longevity pay is \$1.50 per hour. Longevity awards do not apply to vacation payout. Those employees, who were not placed on the salary schedule (See 9.2), will be considered to be on Step 8 for longevity purposes only.

<u>Years of Service</u> (after serving one year on Step 8 and nine consecutive years)	<u>Longevity Rate</u>
10 - 14 years	\$0.75
15 - 19 years	\$1.00
20 - 24 years	\$1.25
>25 years	\$1.50

- 9.5 All working periods will be listed on the Classified Employee Notification.
- 9.6 All hourly rates of pay will be converted to annual totals and pro-rated over each employee's working months to enable all employees in the bargaining unit to receive a balanced paycheck.
- 9.7 Promotion: Promotion shall be defined as the movement of an employee, upon the recommendation of his/her supervisor, from one category to another. An employee promoted by the District to a higher category shall be moved to the new step in the new category that is the next higher than his/her present rate. All promotion recommendations shall be submitted to the personnel office by April 15, and if approved, will take effect on July 1 of the ensuing school year. The following positions will be covered under this language:

Maintenance I and Maintenance II
Groundsperson I and Groundsperson II

- 9.8 Upward Transfer: Employees who transfer to a higher category will be placed at the next higher step that is at least 25 cents per hour more than his/her current rate of pay.
- 9.9 Voluntary Downward Transfer: Employees who choose to transfer to a position that is at a lower rate of pay will move to the same step in that new category. For example, if an employee is at a Category C, Step 5 and transfers to a position in Category A-1, he/she will move to Step 5 of that new category.
- 9.10 Employees will move to the new salary schedule (Appendix A) effective July 1. Each employee, except those hired on or after March 1 of each school year, will move to the next step (full step) of his/her category for each subsequent school year.
- 9.11 Evaluations:
 - A. Performance standards to use in the yearly evaluation will be identified in the employee's job description. The employee will sign the job description upon beginning employment or when there is a change in the job description.
 - B. In the fall, yearly performance goals will be set with the supervisor for the employee at a performance goal meeting.

C. By June 1, the employee shall receive his/her evaluation on the performance standards and yearly performance goals.

9.12 Upon hiring a new employee, the District shall determine initial placement on the wage schedule based on comparable verifiable experience. No new employee to the District shall be placed higher on the pay schedule than a current employee of equal experience and/or education.

9.13 Position Review: Where an employee believes his/her assigned job duties are significantly different than their job description, the employee may request a review of his/her position by submitting the Position Review Form to the Human Resources Department with a recommendation from his/her immediate supervisor. Upon receipt of the request, HR will communicate an estimate timeline for the committee to convene. This review will be conducted by a four-member committee comprised of District employees. Two members will be selected by the Association and two selected by the Director of Human Resources.

Association employees assigned to the committee shall receive no additional compensation for serving on the committee.

The committee's decision will be based on information provided by the employee and the District. A majority vote confirming the request shall result in one of the following actions:

A. The employee will be moved to a higher step within the Job Classification.

B. The current position will be placed at a higher Job Classification.

The new placement on the Job Classification Schedule shall result in an increase of no less than \$0.25 (25 cents) an hour. The review shall not result in an employee being placed at a lower classification.

The decision of the committee is final and is not subject to the grievance process.

The Human Resources Department shall provide the employee written notification of the committee's decision. The employee shall not solicit information about the committee's deliberations.

Review requests may be filed by an employee only once during the fiscal year and may not be filed during the first year of a new contract if the contract is equal to or greater than 3 years in term. If specific positions are reviewed or discussed during negotiations, members within those specific positions are not eligible to file a position review in the first year of the new contract.

Requests filed before March 1 will be reviewed in the current fiscal year. The new salary adjustment will take effect within 60 calendar days of the committee's decision.

Requests filed and approved on or after March 1 will not result in a pay increase until the next fiscal year.

ARTICLE 10 SALARY ADJUSTMENTS

10.1 In the event of adjustments to the school calendar, the salary of the classified personnel set forth in the salary schedule included in this Agreement shall be adjusted for the added or deleted days on the basis of the employee's daily rate under said salary schedule.

10.2 Personnel directly employed by the District shall be allowed overtime as follows: overtime shall be compensated for time worked in excess of forty (40) hours in any one week at not less than one and one-half (1½) times their

regular rate of pay. When possible, supervisors will visit with employees prior to the need to flex their schedule during the workweek. When it is not feasible to flex the schedule, as determined by the supervisor, the employee will be compensated in accordance with the working agreement and salary schedule.

- 10.3 An employee, who is called back to work after working a regular eight (8) hour day, but prior to the beginning of the employee's next assigned shift, will be granted a minimum of two (2) hours overtime.
- 10.4 Employees subpoenaed to court for personal reasons or reasons not connected with their position in the district will be permitted to use available paid leave or will be granted leave without pay for the time involved.
- 10.5 In the event school is closed due to inclement weather or emergencies, classified staff, other than designated classified personnel, shall not be required to report to work nor shall they suffer a loss of pay. The District shall, however, have the right to require the employee to make up such days without additional compensation.

Designated classified personnel required to report to work on emergency closure days are Lead Secretaries, District Office Secretaries, Home Liaisons, Grounds, Maintenance, Warehouse and Custodial Staff.
- 10.6 When temporarily replacing a classified employee whose position is in a higher category, the employee shall receive the rate of pay on the step in the higher category that is at least 25 cents per hour more than his/her current rate of pay. When temporarily replacing an employee whose position is in a lower category, the employee shall continue to receive his/her rate of pay.
- 10.7 Within 90 days of being assigned additional hour(s) to his/her regular workday, the employee will be issued a new Job Notification and he/she will receive insurance benefits based on the hours to be worked. If these additional hours are eliminated or reduced, they will not be considered a Reduction in Force or Layoff.

ARTICLE 11 WORK WEEK/VACANCIES

- 11.1 The work week shall normally consist of five (5) consecutive days beginning on Monday and ending on Friday. Adjustments to this schedule may be made to accommodate weekend facility use and/or alternative working conditions (ex. Tuesday through Saturday shifts, four ten-hour per day schedules, etc). If alternative schedules are required, attempts will be made by the appropriate supervisor to seek out volunteers. If volunteers are not available the supervisor will attempt to rotate the alternative duties amongst the appropriate employee class.
- 11.2 When a vacancy occurs within the District in the bargaining unit, an employee who is part of that unit may bid for the open position given due regard to seniority (as specified in Article 19.2), skill and ability. An employee currently on a program of assistance is not eligible for transfer.
- 11.3 No employee will be granted a transfer until a minimum of one (1) formal evaluation by the supervisor has been completed. Normally, employees will not be granted more than two (2) transfers in any four (4) year period. Involuntary transfers will not be counted as one of the two transfers during any four year period. A move to a higher classification will not be considered as a transfer under this section.
- 11.4 In case of administrative transfers, employees shall be notified at least five (5) working days prior to the effective date.
- 11.5 Staff will be notified of vacancies via email upon posting a position. Postings will include position, school and unique requirements of the job if any exist. Vacancies will remain open for at least three (3) working days for in-district applicants.

- 11.6 If the District determines subcontracting to be a reasonable consideration the Association will be notified in writing, and as defined by law, provided the opportunity to bargain (ORS 243.698).
- 11.7 An employee who works more than six hours per day is entitled to one (1) ten-minute break at approximately two hours after starting work, and one (1) ten-minute break approximately two hours before the end of the shift. Four to six hour employees will be granted one (1) ten-minute break per shift. The 30-minute duty free lunch period will not be included in the hours worked for pay purposes.

Timing of the meal period: If the work period is seven (7) hours or less, the meal period is to be taken after the end/conclusion of the second hour and completed prior to the start/commencement of the fifth hour worked. If the work period is more than seven (7) hours, the meal period is to be taken after the end/conclusion of the third hour and completed prior to the start/commencement of the sixth hour worked. The schedules may be modified by mutual agreement between both the employee and the supervisor.

ARTICLE 12 PAYROLL PERIODS AND DEDUCTIONS

- 12.1 Classified employees who have been employed by the District for thirty (30) days will be allowed to set up a mid-month draw to be effective for the full year. This election must be reported to the payroll clerk by the sixth (6th) of the month in which they will receive their first check. The maximum that they may draw is one-third (1/3) of their monthly gross pay. This election shall not be changed during the fiscal year.
- 12.2 The District agrees to deduct from the wages of each employee who has authorized the District, in writing, the payment of dues to the Association.
- 12.3 The District agrees to transmit the deducted dues as indicated in 12.2 to the central office of the Oregon School Employees Association.

ARTICLE 13 LEAVES

For article 13.2 and 13.3, "immediate family" is defined as follows: spouse, domestic partner, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparents, grandparents-in-law, grandchildren, foster children, step-grandchildren, step-parents, step-children, step-siblings and relatives living in the immediate household, including wards.

- 13.1 SICK LEAVE: In accordance with State law, classified employees will accumulate one (1) day of sick leave per month up to: a minimum of ten (10) days for 9 and 10 month employees; a minimum of eleven (11) days for 11 month employees and a minimum of twelve (12) days for 12 month employees.

Unlimited accumulation of sick leave will be granted all employees. Transfer of sick leave will be according to State law.

An employee who has exhausted his/her two (2) days of Family Leave may use up to five (5) sick days per school year for a sick member of the immediate family as defined above, if they reside with the employee.

Any employee absent because of illness for five (5) or more consecutive school days or who shows a pattern of sick leave which gives rise to a suspicion of abuse of the sick leave benefit will be required by their supervisor to file with the District Office a certificate from their physician attesting to such illness. Such physician's certificate may be required at the end of each payroll period during an extended absence.

- 13.2 DISTRICT FAMILY ILLNESS LEAVE: The District allows a maximum of two (2) days leave per year, non-accumulative, for illness in the immediate family. The two (2) days will be accumulated on the first day of employment of the new fiscal year.
- 13.3 BEREAVEMENT LEAVE: A classified employee will be granted up to a maximum of five (5) days bereavement leave, for a death in the immediate family, with full pay. This benefit is limited to two (2) occurrences per fiscal year. Additional leave may be granted by the Superintendent or designee upon request. Members of the immediate family are defined above. One day bereavement leave for others not listed above may be granted. Bereavement leave is not accumulative.
- 13.4 PERSONAL LEAVE: Two (2) days are allowed each year for the purpose of conducting personal business which cannot be accomplished during regular working hours. Personal Leave must be arranged through and approved 48 hours in advance by the employee's administrator/supervisor. At the conclusion of each school year the employee may carry forward no more than one unused personal leave day of the two (2) leave days allotted. In the case where the remaining personal day was not used during the course of the school year, the employee will be compensated at the substitute rate of pay for the unused day. Personal leave will be permitted to accumulate to five (5) days.
- 13.5 DISABILITY LEAVE: Disability Leave will be administered according to District procedures.
- 13.6 EDUCATION LEAVE: The District agrees to reimburse all tuition for classes, workshops, seminars, conferences, courses and training taken by an employee when required or approved by the District. The District will grant pay at the rate equal to his/her regular pay for the days an employee spends at classes, workshops, in-services, seminars, conferences, courses and training when required to be taken by the District on non-work days.
- 13.7 LEAVE BANK: A bank of twenty (20) days a year, accumulative, will be granted to the Association for the purpose of giving extra leave days to a classified employee(s) who, under extenuating circumstances, has exhausted his/her Leave Benefits or for additional leave for illness or death in the family to any applying employee(s) whose circumstances, such as distance or unusual duress, so warrants. The decision to grant a qualified employee a determined amount of leave time under this section shall be decided by the Association's executive board. These days shall be granted to employees during the last pay period of the school year.

ARTICLE 14 HOLIDAYS

14.1 Paid holidays for classified employees shall be:

Twelve Month Employees

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Less than Twelve Month Employees

- Memorial Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving

A holiday which falls on a weekend shall be adjusted as required by ORS 187.010 (2).

14.2 Employees in the bargaining unit shall be compensated for a holiday as though they had worked a regular schedule for the day. If an employee is required to work on any of the above named holidays, he/she shall

receive the overtime rate of one and one-half times their regular rate of pay, for all hours worked in addition to his/her regular holiday pay.

ARTICLE 15 VACATIONS

15.1 Vacations will be according to the following schedule:

12-Month CLASSIFIED Vacation Earning Rate

Years of Service	Vacation Days
1 - 5	10
6	11
7	12
8	13
9	14
10	15
11	16
12	17
13	18
14	19
15	20

15.2 Length of vacation day will be equivalent to length of the employee’s working day.

15.3 Twelve month employees will take their vacation upon prior approval of their supervisor. Permission shall not be unreasonably withheld. Employees will be allowed to carry forward not more than ten (10) days of vacation into the subsequent fiscal year and will be reimbursed for the unused vacation days over the ten. The reimbursement for unused vacation days will occur on the last business day in June of each year.

15.4 All new employees will receive a pro-rated vacation the first year.

15.5 Employees who have completed three (3) consecutive years or longer will receive pro-rated vacation pay upon termination.

ARTICLE 16 INSURANCE

16.1 The District will purchase coverage for each qualifying member of the Association. The District will provide a maximum contribution of \$1,355 each month for 2020-2021 and \$1380 each month for 2021-2022 for the purpose of offsetting the costs of medical insurance benefits, vision, dental, orthodontia, and family dependent life as agreed upon by the District and the Association. The maximum contribution will be pro-rated for employees working less than six (6) hours per day, or 30 hours per week. The District will not be responsible for plan changes made by OEBC or their providers.

16.2 Returning employees enrolled in the program who do not work twelve (12) months will receive the specified benefit under the above program from July 1 provided they sign an agreement to return to the position the next school year. If the employee does not return, these benefits shall be refunded to the District.

- 16.3 Terminating employees shall have the following continued benefits:
If the employee's employment ends on or prior to the 15th of the month, insurance coverage will end on the final day of that month. If employee's employment ends after the 15th and on or prior to the last day of the month, insurance coverage will end the final day of the following month.
- 16.4 If an employee dies during a respective contract year, the medical contributions shall be made payable to the survivors through the carrier. Such payments shall continue through September 30 of the following school year. This is subject to the provisions of the insurance carrier.
- 16.5 For Article 16.6, "maximum District contribution amount" will be defined as follows: the maximum allowable insurance benefit available to an employee in accordance with Article 16.1.
- 16.6 Subject to the rules and regulations of the insurance carrier, the Oregon Educator Benefits Board (OEBB), and the Internal Revenue Service (state and federal), eligible employees who choose health (medical, dental and/or vision) insurance plans with a total monthly premium cost that is at least \$50 less than the employee's maximum District contribution amount may receive up to 55% of the difference between the actual premium cost and the employee's maximum District contribution amount as a contribution toward a Health Reimbursement Arrangement (HRA) or Health Savings Account (HSA) for which the employee is qualified and eligible unless such contribution would create disadvantageous tax consequences for the District or the employee. Eligible employees must meet all requirements specified by OEBB, their subsidiaries, and the selected HRA or HSA vendor, and is responsible for plan eligibility and compliance. The employee will be required to sign a hold harmless statements indemnifying the District.

Subject to the rules and regulations of the insurance carrier, OEBB, and the IRS, eligible employees who maintain and provide proof of another medical benefit plan may opt-out of District sponsored health insurance coverage. Employees who opt-out of health insurance coverage, and who are otherwise eligible for a District contribution toward insurance premiums, may receive 55% of the employee's maximum District insurance contribution as a contribution toward a District Sponsored Health Reimbursement Arrangement (HRA) or Health Savings Account (HSA) as long as such contribution would not create disadvantageous tax consequences for the District or the employee. Eligible employees must meet all requirements specified by OEBB, their subsidiaries, and the selected HRA or HSA vendor, and is responsible for plan eligibility and compliance. The employee will be required to sign a hold harmless statements indemnifying the District.

Eligible employees who do not maintain and provide proof annually of another employer-sponsored group medical plan will not be permitted to opt-out of District-sponsored group insurance coverage.

ARTICLE 17 RETIREMENT BENEFITS

- 17.1 For the purpose of determining retirement benefits, the transfer of sick leave will be according to State law.
- 17.2 All classified employees' retirement share of the PERS shall be paid by the District.
- 17.3 An early retirement incentive will include:
- A. Eligibility: An employee hired before July 1, 2003 with continuous service with the District immediately preceding his/her retirement shall be eligible for the following benefit if they are eligible to retire under the Public Employees Retirement System (PERS), and are fifty-five (55) or more years of age or have at least thirty (30) years of creditable service in the Public Employees Retirement System (PERS).
 - B. Benefit: Under the following schedule, the retired employee may use the cap to purchase two party medical insurance for the retired employee and an eligible spouse under the District's group insurance program:

	<u>Retirement Date</u>	<u>Permanent Monthly CAP Amount</u>
Current retirees and those who retire before	July 1, 2012.....	.... 1,144 cap
	July 1, 2013.....	..... 880 cap
	July 1, 2014.....	..... 792 cap
	July 1, 2015.....	..... 792 cap
	July 1, 2016.....	..... 792 cap
	July 1, 2017.....	..... 704 cap
	July 1, 2018.....	..... 616 cap
	July 1, 2019.....	..... 528 cap
	July 1, 2020.....	..... 440 cap
	July 1, 2021.....	..... 440 cap
	July 1, 2022.....	..... 440 cap
Retirees on or after	July 1, 2022.....	..... 352 cap

The District will pay for such coverage for a period of up to seven (7) years but not later than the month in which the retired employee qualifies for the Federal Social Security Medical Coverage and/or unreduced Social Security retirement benefits, whichever is earlier.

In the event of the death of the retired employee prior to coverage under Medicare, the District, if the surviving spouse of the retired employee is at the time of the death not covered by Medicare, shall pay the monthly premium incident to covering such spouse until such time as the retired employee would have become covered by Medicare or the spouse becomes covered by Medicare, whichever occurs first.

C. Notice: An employee planning to take early retirement through this Article must give notice to the Superintendent of Schools at least sixty (60) calendar days prior to his/her retirement date.

17.4 Classified employees who retire after November 30, with a favorable recommendation from their supervisor or principal, shall be allowed to remain in their current position at their pay level until the end of their working year. Upon retiring, the employee is eligible for only those leave benefits which are entitled by state or federal statutes. The employee shall remain in the Association until he or she terminates employment with the District.

ARTICLE 18 TUITION REIMBURSEMENT

18.1 The District will set aside \$20,000 annually for tuition reimbursement opportunities for classified staff.

NOTE:

- For institutions on the semester system, each semester credit, shall be considered equivalent to one and one-half (1.5) quarter credit.
- The reimbursement year shall be considered as the period between July 1 and June 30.

Eligibility

To be eligible for reimbursement, course work must meet either of the following requirements specified below and be submitted and approved by the Human Resources Department in advance of registration.

Course work must be relevant to the employee’s assignment and/or district needs. Course work must also be in a degree and/or certification program in which the employee is enrolled.

Excluded from reimbursement under this Article are travel, materials, and other non-tuition related expenses.

No employee shall be entitled to more than six (6) quarter credits or four (4) semester credits of tuition reimbursement in any reimbursement year.

Additional credits, for an employee, may be available upon approval by the Superintendent or designee; if by June 30, funds remain in the \$20,000 tuition set aside account. Employees new to the District shall not be granted reimbursement for courses taken prior to the start of their notification of employment with the District.

Reimbursement Rate

Each employee approved for reimbursement will be reimbursed in full up to the prevailing quarter hour tuition rate at Eastern Oregon University (EOU) after exhaustion of any other tuition reimbursement, grants, or financial aid to which the employee is entitled. If the approved course is undergraduate level, then the EOU undergraduate quarter hour tuition rate will be used as the basis for reimbursement, if a graduate level course, then the EOU graduate credit rate will be used.

Members of the Association seeking to continue their education in areas that contain hard to fill positions may be reimbursed for the full tuition cost (travel, materials and other related non-tuition expenses are excluded), with prior approval from the Human Resources Department, for a maximum of twelve (12) approved semester hours or eighteen (18) approved quarter hours of credit each year. Approved hours are those that are part of a degree/certification program. Reimbursement claims must be made within three (3) months of the satisfactory completion of a course unless the employee documents she/he has not received a record of completion.

Application Process

The application process shall be in the following order:

- 1) Application for tuition reimbursement shall be submitted to the Human Resources Department prior to the start of the course,
- 2) The Human Resources Department will review the request and notify the employee whether or not it is approved,
- 3) The employee will begin and complete the approved course,
- 4) Proof of completion documents are submitted to the Human Resources Department by June 30 of that year.
- 5) Upon receipt of completion documentation, the Human Resources Department will notify the Business Department so that reimbursement may be dispersed to the employee.

Proof of Completion

A receipt for tuition charges paid and evidence of successful completion of the course (such as grade slips, transcript, and verification of completion) must be submitted to the Human Resources Department prior to reimbursement. The employee has a maximum of ninety (90) days to submit final paperwork following course completion.

Funding Prioritization

The Superintendent or designee will develop guidelines annually to prioritize tuition reimbursement activities in the event that more applications than funding is available.

Service Requirement

Three years of service following the receipt of reimbursement is required for all recipients. In the event that an employee voluntarily terminates their employment with the District they will be required to reimburse back to the District on a pro-rated basis any tuition support received.

ARTICLE 19 TRAVEL AND PER DIEM

19.1 Approved travel and per diem rates shall be reimbursed at the established District rate.

- 19.2 Employees, when authorized to use their private vehicle for District business, will be reimbursed at the established District rate

ARTICLE 20 REDUCTION IN FORCE

- 20.1 In the event it becomes necessary to reduce the work force, employees shall be laid off in the inverse order in which they were hired. When forces again increase, employees shall be returned in the inverse order in which they were laid off and as described in paragraphs 19.2 through 19.8.

- 20.2 District seniority shall be defined as the total length of service as a classified employee within the District from the date of hire. Job classification seniority shall be defined as the total length of service within a designated job classification, as described in Appendix C. For accounting purposes, all authorized paid leave will be counted towards seniority; authorized unpaid leaves of absence, in excess of 30 working days, will not count towards seniority and will not break seniority.

Employees who are laid off and subsequently recalled shall retain cumulative seniority for all periods worked except for the period of layoff.

- 20.3 When reduction in force occurs within the bargaining unit, the Association and those employees affected will be notified at least two (2) weeks prior to the layoff.

- 20.4 Layoff of bargaining unit employees will be based upon job classification seniority, and such layoff will occur by classification (Appendix C). Laid off employees will not be paid any salary or benefits during the period of layoff. If an employee is laid off without advance written notice, he/she shall receive two (2) weeks' severance pay. A laid off employee may, at his/her own expense, continue insurance coverage under COBRA.

- 20.5 A laid off employee who previously worked in a different classification for the District within the definition of seniority in paragraph 20.2 may assume a present position in another classification previously held as long as these conditions are met:

- A. The laid off employee has greater job classification seniority. In the event of two (2) or more employees having equal job classification seniority, District seniority will prevail.
- B. The laid off employee has the qualifications, skills, and abilities to perform the current job in that classification as determined by the District;
- C. The laid off employee had satisfactory evaluations while employed in the previous job classification.

- 20.6 Recall: Recall rights shall exist for 12 months from the date of layoff.

- 20.7 Whenever the District determines that a regular vacancy exists within a classification which has experienced layoff (within the last 12 months), laid off employees from that classification will be recalled in reverse order of layoff. The recall notice will be sent by certified mail to the last address the District has on record for the laid off employee. The laid off employee will have ten (10) workdays to accept the recall notice. Recall rights will be forfeited if:

- A. The employee fails to accept the position within ten (10) workdays of the time the notice was mailed;
- B. The employee fails to accept recall to a substantially equivalent position to that held immediately before layoff, or a position for which the employee is qualified and has appropriate skills and ability.

20.8 If no laid off employee has accepted the recall by classification, all other laid off employees may apply for the regular vacancy. Such application shall not prejudice the employee's rights to recall in his/her own classification.

ARTICLE 21 STRIKE PROVISION

21.1 The Association and classified personnel will act in conformance with the provisions of State Law governing strikes. Neither the Association nor the classified personnel represented thereby will authorize, cause, engage in or sanction any form of concerted work stoppage or slow down during the term of this Agreement. In the event of a teacher's strike, there shall be no lock out of classified employees. Classified employees will continue to report for work or be deemed on strike in violation of this Agreement.

ARTICLE 22 DURATION AND EFFECT OF COLLECTIVE BARGAINING AGREEMENT

22.1 Except as otherwise expressly provided herein, this Collective Bargaining Agreement shall be effective as of July 1, 2020 and shall continue in effect through the 30th day of June, 2022. Upon expiration of this Agreement and until a new Agreement is agreed to, the fringe benefits identified in this document shall continue uninterrupted until subsequent agreement is achieved.

22.2 It is understood that both parties had the opportunity to make proposals and counter-proposals on all negotiable issues during negotiations and that this written Agreement reached as the result represents the total of all understandings between the parties for the term of the Agreement, thus negating all past practices or agreements. On matters of mutual concern, as they relate to the interim bargaining law, this Agreement may be added to, deleted from or modified only through the voluntary mutual consent of the parties, and any agreement so reached shall be reduced to writing and signed by the parties as an amendment to this Agreement. No other agreement will conflict with this Agreement.

22.3 Except as otherwise provided in this Agreement, should any article, section or clause of this Agreement be declared illegal by a court or agency of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement. Only the subjects of the deleted provisions and the also affected provisions shall be subject to further collective bargaining during the term of this Agreement.

COLLECTIVE BARGAINING AGREEMENT

Between

HERMISTON SCHOOL DISTRICT 8R

and

OREGON SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 10

This Collective Bargaining Agreement is made and entered into this _____ day of _____, 2020, by the Oregon School Employees Association, Chapter 10, hereafter referred to as the "Association" and the Board of Education of School District 8R, hereafter referred to as the "Board".

The parties hereto agree to be bound by the covenants set forth on this page and in the following attached pages.

The parties hereby affix their signatures as of the date first above written.

_____ Date _____
School Board Representative

_____ Date _____
Association President

APPENDIX A
HERMISTON SCHOOL DISTRICT 8R
SALARY SCHEDULE

2020-2021 CLASSIFIED SALARY SCHEDULE								
Categories	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
A-1	12.08	12.61	13.16	13.77	14.41	15.07	15.77	16.50
A-2	12.28	12.81	13.36	13.97	14.61	15.27	15.97	16.70
B	13.36	13.97	14.62	15.31	16.00	16.75	17.53	18.35
C	13.70	14.36	15.00	15.70	16.44	17.19	17.98	18.85
D	14.28	14.93	15.60	16.36	17.09	17.89	18.73	19.61
E	14.38	15.02	15.74	16.47	17.23	18.03	18.89	19.75
F	17.09	17.90	18.73	19.62	20.56	21.53	22.55	23.62
G	18.09	18.95	19.84	20.79	21.77	22.81	23.89	25.03
H	21.59	22.61	23.70	24.82	26.00	27.24	28.56	29.93

1.5% increase for 2020-21

2021-2022 CLASSIFIED SALARY SCHEDULE								
Categories	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
A-1	12.32	12.86	13.43	14.05	14.70	15.37	16.09	16.83
A-2	12.52	13.06	13.63	14.25	14.90	15.57	16.29	17.03
B	13.63	14.25	14.91	15.61	16.32	17.09	17.89	18.72
C	13.97	14.65	15.30	16.01	16.77	17.53	18.34	19.23
D	14.57	15.22	15.91	16.69	17.43	18.25	19.10	20.00
E	14.67	15.32	16.06	16.80	17.57	18.40	19.27	20.15
F	17.43	18.26	19.10	20.01	20.97	21.97	23.00	24.09
G	18.45	19.33	20.24	21.20	22.21	23.26	24.37	25.53
H	22.02	23.06	24.17	25.31	26.52	27.79	29.13	30.53

2% increase for 2021-22

_____ Date _____
 School Board Representative

_____ Date _____
 Association President

APPENDIX B

HERMISTON SCHOOL DISTRICT 8R - JOB CATEGORY SCHEDULE

Category A-1

Assistants
Education
ELL
Special Education
Title I

Category A-2

Assistants
Special Education – assigned full time to severely handi-
capped* students, i.e. Life Skills; or full time behavior
classrooms, i.e. CREW, TEAM, ABLE.
Office
Administrative

Category B

Secretary
Attendance
Counseling
High School Curriculum
Special Ed/Counseling
Special Education
District Print Shop Operator
Media Assistant
Custodian
Grounds I

Category C

Home Liaison
Bilingual Special Program Support
Campus Monitor
Athletic Secretary

Category D

Lead Secretaries (Elementary, Middle and High Schools)
Elementary Lead Custodian
Middle School Lead Custodian
Bookkeeper
Grounds II

Category E

Maintenance I
Warehouse Technician/Courier
High School Lead Custodian
Program Secretary
Maintenance Lead Secretary
District Activities & Athletics Secretary

Category F

Maintenance II
Student Services Technician

Category G

Lead Warehouse Technician

Category H

Speech Language Pathology Assistants

* As determined by the District

APPENDIX C

Classifications as Related to Reduction in Force

Classification A	Education Assistants Title I Assistants Special Education Assistants ELL Assistants Office Assistants
Classification B	Administrative Assistants Counseling Secretaries Special Education Secretaries Attendance Secretaries Liaisons Bilingual Special Program Support Special Education/Counseling Secretaries Campus Monitor Curriculum Secretary Print Shop Media Assistants Athletic Secretary
Classification C	Lead Secretaries Maintenance Lead Secretary Bookkeepers Program Secretaries Athletic/Activities Director Secretary Student Services Technician
Classification D	Custodians Maintenance Grounds
Classification E	Lead Custodians Warehouse Technician/Courier Lead Warehouse Technician Speech Language Pathology Assistants

Board Members

Mon Jun 22, 2020

■ **6:30pm - 8pm June 22, 2020, Board Special Meeting**

Where: <https://zoom.us/j/95607423050?pwd=R1BxMEZCM3BDS2p2R00rRGh6MnpLZz09>,
Calendar: Board Members
Created by: Briana Cortaberria

Wed Jun 24, 2020

■ **8:30am - 9:30am Finance Committee Meeting**

Where: Superintendent Conference Room
Calendar: Board Members
Created by: Briana Cortaberria

Tue Jul 7, 2020

■ **7:30am - 8:30am Board Meeting Agenda Review**

Where: DO Supt's Office
Calendar: Board Members
Created by: Briana Cortaberria

Mon Jul 13, 2020

■ **6:30pm - 8:30pm Board Business Meeting**

Where: DO Boardroom
Calendar: Board Members
Created by: Briana Cortaberria

Tue Jul 14, 2020

■ **8am - 8:30am KOHU Odds & Ends Show**

Where: KOHU
Calendar: Board Members
Created by: Briana Cortaberria

Wed Jul 22, 2020

■ **8:30am - 9:30am Finance Committee Meeting**

Where: Superintendent Conference Room
Calendar: Board Members
Created by: Briana Cortaberria

Tue Aug 11, 2020

■ **8am - 8:30am KOHU Odds & Ends Show**

Where: KOHU
Calendar: Board Members
Created by: Briana Cortaberria

Wed Aug 26, 2020

■ **8:30am - 9:30am Finance Committee Meeting**

Where: Superintendent Conference Room
Calendar: Board Members
Created by: Briana Cortaberria

Sun	Mon	Tue	Wed	Thu	Fri	Sat
31	1 7pm - Baccalaureate	2 7:30am - Board Meeting	3 7:30am - Classified Negotiations	4 Graduation @ Toyota Center, 5:45pm - HHS Graduation @	5	6
7	8 6:30pm - Board Business	9 Last Day for Students 8am - KOHU Odds & Ends	10 Teacher Work Day/Last Day	11	12	13
14	15	16	17	18	19	20
21	22 6:30pm - June 22, 2020, Board	23	24 8:30am - Finance Committee	25	26	27
28	29	30	1	2	3	4
80						

Sun	Mon	Tue	Wed	Thu	Fri	Sat
28	29	30	1	2	3	4
5	6	7 ● 7:30am - Board Meeting	8	9	10	11
12	13 ● 6:30pm - Board Business	14 ● 8am - KOHU Odds & Ends	15	16	17	18
19	20	21	22 ● 8:30am - Finance Committee	23	24	25
26	27	28	29	30	31	1
			81			

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

● 8am - KOHU Odds & Ends

● 8:30am - Finance Committee

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