

Meeting Packet

REGULAR SESSION

8/26/2021

07:00 PM



PHILOMATH SCHOOL DISTRICT 17J

REGULAR SESSION

PHILOMATH SCHOOL DISTRICT 17J

District Office

1620 Applegate Street, Philomath

8/26/2021 07:00 PM

A. EXECUTIVE SESSION ~ 5:30 p.m.

ORS 192.660 (2) (d) to discuss labor negotiations

ORS 192.660 (2) (i) to review and evaluate the employment related performance of district employees

ORS 192.660 (2) (k) to consider matters relating to school safety or a plan that responds to safety threats made toward a school.

B. REGULAR SESSION ~ 7:00 p.m.

1. Call to Order & Pledge of Allegiance: Rick Wells, Chair

2. FAQs and Public Comments/Requests

C. REPORTS & CORRESPONDENCE ~

1. Association Reports

- PEA
- OSEA

2. Superintendent Report

3. Director of Finance Report

[Finance Director Board Report \(p. 5\)](#)

[Fund 284 PES \(p. 6\)](#)

[Fund 285 PMS \(p. 8\)](#)

[Fund 286 PHS \(p. 10\)](#)

D. STRATEGY AND DISCUSSION ~

1. Ready Schools, Safe Learners Update

i. Overview

ii. Safe Return and Continuity of Services Plan

[Safe Return Plan Draft \(p. 14\)](#)

iii. Section 504

iv. Athletics (OSAA)

2. Summer School Update

3. Board Retreat Highlights

[Board Planning Calendar 2021-2022 \(p. 28\)](#)

[Board Goals and Objectives - 2021-2022 \(p. 30\)](#)

[Board Roles and Responsibilities - 2021-2022 \(p. 32\)](#)

[Board Operating Agreement \(p. 34\)](#)

4. Equity Goal Discussion - Denee Newton

5. City Easement Requests

[PHS Storm Drain Easement \(p. 35\)](#)

[PHS Sewer Easement \(p. 42\)](#)

[PHS Permanent Water Diagram \(p. 49\)](#)

[PHS Permanent Water Easement \(p. 50\)](#)

[PES Storm Drainage Easement \(p. 58\)](#)

[PES Sewer Easement \(p. 65\)](#)

[PES Permanent Water Easement \(p. 72\)](#)

6. OSBA Annual Fall Conference

E. ACTION ITEMS ~

1. Consent Agenda

[Consent Agenda \(p. 79\)](#)

[Check listing \(p. 81\)](#)

[Minutes - July 1, 2021 \(p. 85\)](#)

[Minutes - Board Retreat/Special Session August 12, 2021 \(p. 87\)](#)

[Resolution 2122-01 - Unanticipated funding \(p. 90\)](#)

2. Co-op Agreement with Alsea HS for Softball, Wrestling and Baseball

[Alsea HS Co-op Agreement \(p. 91\)](#)

3. Safe Return and Continuity of Services Plan

4. City Easement Requests

F. MEETING CLOSURE ~

1. Board Reports & Thanks

2. Next Meeting Agenda Items

3. Board Requests & Adjournment

G. IMPORTANT DATES

August 31	9:00 - 11:30 a.m.	New Employee Orientation
Sept 1-3		Staff Inservice Days
Sept 7		School Starts: Grades 2,6,9,K-1 staggered start days
Sept 8		School: All grades in session
Sept 16	7:00-9:00 p.m.	Regular Board Meeting

Sept 22
Nov 11-13

Staggered Time Slots

Open House
OSBA Annual Fall Conference



Philomath School District

Benton County School District No. 17J, 1620 Applegate Street Philomath OR 97370 (541) 929-3169

August 16, 2021

Board Members:

The current projected ending fund balance for the fiscal year ending June 30, 2021 is approximately \$2,446,142.

The Business Office staff is currently in the process of closing out the 2020-21 fiscal year, leading up to our annual audit, currently scheduled to take place in October.

July 2021 General Fund Expenditures totaled \$707,571. Expenditures that exceed \$10,000 are as follows:

• Garrett Hemann Robertson	\$ 10,257	(Legal Services)
• Power School Group, LLC	\$ 18,498	(Talent Ed Subscription)
• Mid-Columbia Bus Service	\$ 38,989	(June Bus Service)
• Wooz Flooring	\$ 10,712	(PES Carpeting Replacement)
• PACE	\$ 150,600	(Annual Liability Insurance Policy)
• Strengthening Rural Families	\$ 10,000	(April-June PK Services)
• Fifth Third Bank	\$ 11,115	(MS Computer Payment)
• Total Filtration Services	\$ 10,227	(Air Filters)
• Kings Valley Charter School	\$ 203,221	

Resolution 2122-01 has been included with this report. This resolution is to recognize and accept additional funding for 2021-22 of \$160,560.75 (\$138,343.814 for the Philomath School District and \$22,216.94 for Kings Valley Charter School (which will be passed through to KVCS)) awarded by the Oregon Department of Education as part of the Student Success Act, specifically the portion known as the Student Investment Account.

Respectfully Submitted,

Bill Mancuso
Business Manager

Benton County School District 17J

Student Activities Summary Report

Fiscal Year: 2021-2022

From: 7/1/2021

To: 7/31/2021

Print Detail

Page Break by Activity

Exclude Encumbrances

Reverse Signs

Subtotal By Journal

	Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
284.0000.9701.097.797.810 PES Food Pantry	12,930.75	.00	.00	12,930.75	.00	12,930.75
284.0000.9701.097.797.811 PES BE KIND	47.11	.00	.00	47.11	.00	47.11
284.0000.9701.097.797.812 PES Blodgett	6,889.56	.00	.00	6,889.56	.00	6,889.56
284.0000.9701.097.797.813 PES Blodgett Parent Club	2,559.06	.00	.00	2,559.06	.00	2,559.06
284.0000.9701.097.797.815 CPS Donations	3,194.71	.00	.00	3,194.71	.00	3,194.71
284.0000.9701.097.797.816 PES Grants	4,948.46	.00	.00	4,948.46	.00	4,948.46
284.0000.9701.097.797.817 CPS Field Trips - KG	561.38	.00	.00	561.38	.00	561.38
284.0000.9701.097.797.819 PES Field Trips - 1st Grade	38.10	.00	.00	38.10	.00	38.10
284.0000.9701.097.797.820 PES Field Trips - 2nd Grade	(400.05)	.00	.00	(400.05)	.00	(400.05)
284.0000.9701.097.797.821 PES Field Trips - 3rd Grade	260.67	.00	.00	260.67	.00	260.67
284.0000.9701.097.797.822 PES Field Trips - 4th Grade	(1,140.79)	.00	.00	(1,140.79)	.00	(1,140.79)
284.0000.9701.097.797.823 PES Field Trips - 5th Grade	291.61	.00	.00	291.61	.00	291.61
284.0000.9701.097.797.826 PES Field Trip Donation	4,738.84	.00	.00	4,738.84	.00	4,738.84
284.0000.9701.097.797.827 PES Library	2,294.26	.00	.00	2,294.26	.00	2,294.26
284.0000.9701.097.797.828 PES Donations-Unrestricted	4,824.54	.00	.00	4,824.54	.00	4,824.54
284.0000.9701.097.797.830 PES Music	(130.83)	.00	.00	(130.83)	.00	(130.83)
284.0000.9701.097.797.833 PES Parent Club	(729.43)	.00	.00	(729.43)	.00	(729.43)
284.0000.9701.097.797.836 PES PC Special Projects	.00	.00	.00	.00	.00	.00
284.0000.9701.097.797.838 PES Reading Enhancement	(31.77)	.00	.00	(31.77)	.00	(31.77)
284.0000.9701.097.797.840 PES School Enhancement	13.56	.00	.00	13.56	.00	13.56
284.0000.9701.097.797.841 PES Science	(67.12)	.00	.00	(67.12)	.00	(67.12)
284.0000.9701.097.797.842 PES Social Committee	(119.15)	.00	.00	(119.15)	.00	(119.15)

Benton County School District 17J

Student Activities Summary Report

Fiscal Year: 2021-2022

From: 7/1/2021 To: 7/31/2021

Print Detail

Page Break by Activity

Exclude Encumbrances

Reverse Signs

Subtotal By Journal

	Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
284.0000.9701.097.797.845 PES Textbook Damage Fees	65.70	.00	.00	65.70	.00	65.70
284.0000.9701.097.797.847 PES Students in Need	193.37	.00	.00	193.37	.00	193.37
284.0000.9701.097.797.849 CPS Students in Need	54.30	.00	.00	54.30	.00	54.30
284.0000.9701.097.797.850 PES School Supplies	1,315.82	.00	.00	1,315.82	.00	1,315.82
GRAND TOTALS	42,602.66	.00	.00	42,602.66	.00	42,602.66

End of Report

Benton County School District 17J

Student Activities Summary Report

Fiscal Year: 2021-2022

From: 7/1/2021 To: 7/31/2021

Print Detail

Page Break by Activity

Exclude Encumbrances

Reverse Signs

Subtotal By Journal

	Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
285.0000.9701.098.798.500 PMS Apparel	573.00	.00	.00	573.00	.00	573.00
285.0000.9701.098.798.501 PMS Art	466.99	.00	.00	466.99	.00	466.99
285.0000.9701.098.798.502 PMS Athletics	3,805.96	.00	.00	3,805.96	.00	3,805.96
285.0000.9701.098.798.503 PMS Band	5,853.45	.00	.00	5,853.45	.00	5,853.45
285.0000.9701.098.798.504 PMS Band Repair/Replace	1,572.76	.00	.00	1,572.76	.00	1,572.76
285.0000.9701.098.798.506 PMS Choir Beginning Balance	952.76	.00	.00	952.76	.00	952.76
285.0000.9701.098.798.508 PMS Drama	9,824.03	.00	.00	9,824.03	.00	9,824.03
285.0000.9701.098.798.510 PMS Library	568.36	.00	.00	568.36	.00	568.36
285.0000.9701.098.798.511 PMS Life Skills	786.38	.00	.00	786.38	.00	786.38
285.0000.9701.098.798.512 PMS Lock Replacement	1,710.17	.00	.00	1,710.17	.00	1,710.17
285.0000.9701.098.798.515 PMS Outdoor School	23,404.21	.00	.00	23,404.21	.00	23,404.21
285.0000.9701.098.798.516 PMS Sports/Pay-to-Play	(90.00)	.00	.00	(90.00)	.00	(90.00)
285.0000.9701.098.798.518 PMS Reeds	(161.85)	.00	.00	(161.85)	.00	(161.85)
285.0000.9701.098.798.519 PMS School Enhancement	1,923.82	.00	.00	1,923.82	.00	1,923.82
285.0000.9701.098.798.520 PMS Science	12.14	.00	.00	12.14	.00	12.14
285.0000.9701.098.798.521 PMS Shop	1,115.90	.00	(133.94)	981.96	.00	981.96
285.0000.9701.098.798.522 PMS Struxness - Helping Families	1,756.53	.00	.00	1,756.53	.00	1,756.53
285.0000.9701.098.798.523 PMS Student Body Fees	14,944.82	.00	(313.93)	14,630.89	.00	14,630.89
285.0000.9701.098.798.524 PMS Suspension Account	301.50	.00	.00	301.50	.00	301.50
285.0000.9701.098.798.525 PMS Technology	877.35	.00	.00	877.35	.00	877.35
285.0000.9701.098.798.527 PMS Textbook Damage/Replacement	171.77	.00	.00	171.77	.00	171.77
285.0000.9701.098.798.529 PMS Student Wellness	3,935.90	.00	.00	3,935.90	.00	3,935.90

Benton County School District 17J

Student Activities Summary Report

Fiscal Year: 2021-2022

From: 7/1/2021

To: 7/31/2021

Print Detail

Page Break by Activity

Exclude Encumbrances

Reverse Signs

Subtotal By Journal

	Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
285.0000.9701.098.798.530 PMS Oregon Research Institute	4,946.25	.00	.00	4,946.25	.00	4,946.25
285.0000.9701.098.798.531 PMS Trip Club	225.08	.00	.00	225.08	.00	225.08
285.0000.9701.098.798.532 PMS Health/PE	1,404.05	.00	.00	1,404.05	.00	1,404.05
285.0000.9701.098.798.533 PMS Elective Rotation fee	.00	.00	.00	.00	.00	.00
285.0000.9701.098.798.534 PMS Battle of the Books	(65.00)	.00	.00	(65.00)	.00	(65.00)
285.0000.9701.098.798.535 PMS School Supplies	2,836.09	.00	.00	2,836.09	.00	2,836.09
285.0000.9701.098.798.536 PMS Turkey Bingo	(328.82)	.00	.00	(328.82)	.00	(328.82)
285.0000.9701.098.798.537 PMS Fitness	797.87	.00	.00	797.87	.00	797.87
285.0000.9701.098.798.538 PMS Engineering	611.25	.00	.00	611.25	.00	611.25
GRAND TOTALS	84,732.72	.00	(447.87)	84,284.85	.00	84,284.85

End of Report

Benton County School District 17J

Student Activities Summary Report

Fiscal Year: 2021-2022

From: 7/1/2021

To: 7/31/2021

Print Detail

Page Break by Activity

Exclude Encumbrances

Reverse Signs

Subtotal By Journal

	Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
286.0000.9701.099.799.000 Begining Fund Balance Student Activities	(302.41)	.00	.00	(302.41)	.00	(302.41)
286.0000.9701.099.799.600 PHS Over/Short	185.05	.00	.00	185.05	.00	185.05
286.0000.9701.099.799.601 PHS Adopt A Family	1,108.55	.00	.00	1,108.55	.00	1,108.55
286.0000.9701.099.799.603 PHS AP Testing	.84	.00	.00	.84	.00	.84
286.0000.9701.099.799.604 PHS Art	3,844.66	.00	.00	3,844.66	.00	3,844.66
286.0000.9701.099.799.606 PHS ASB	6,575.74	.00	(60.00)	6,515.74	.00	6,515.74
286.0000.9701.099.799.607 PHS Athletic Officials	.00	.00	.00	.00	.00	.00
286.0000.9701.099.799.610 PHS Athletic Supplies	(187.92)	.00	.00	(187.92)	.00	(187.92)
286.0000.9701.099.799.611 PHS Athletics	5,649.65	.00	.00	5,649.65	.00	5,649.65
286.0000.9701.099.799.612 PHS AV Technology	(278.51)	.00	.00	(278.51)	.00	(278.51)
286.0000.9701.099.799.613 PHS Baseball	5,556.59	.00	.00	5,556.59	.00	5,556.59
286.0000.9701.099.799.616 PHS Botany	1,584.47	.00	.00	1,584.47	.00	1,584.47
286.0000.9701.099.799.617 PHS Boys Basketball	18,173.16	.00	(121.64)	18,051.52	.00	18,051.52
286.0000.9701.099.799.618 PHS Cheerleading	4,181.24	3,107.00	(3,526.03)	3,762.21	(1,329.57)	2,432.64
286.0000.9701.099.799.619 PHS Cinematic Art Club	443.86	.00	.00	443.86	.00	443.86
286.0000.9701.099.799.620 PHS Community Service Club-G. Lake	455.11	.00	.00	455.11	.00	455.11
286.0000.9701.099.799.621 PHS Cross Country	3,764.91	.00	.00	3,764.91	.00	3,764.91
286.0000.9701.099.799.622 PHS Dance Team	3,887.59	.00	.00	3,887.59	.00	3,887.59
286.0000.9701.099.799.624 PHS Special District Swim	.00	.00	.00	.00	.00	.00
286.0000.9701.099.799.625 PHS Donation	693.01	.00	.00	693.01	.00	693.01
286.0000.9701.099.799.627 PHS Driver Education	.00	.00	.00	.00	.00	.00
286.0000.9701.099.799.633 PHS First Team	7,817.22	.00	.00	7,817.22	.00	7,817.22

Benton County School District 17J

Student Activities Summary Report

Fiscal Year: 2021-2022

From: 7/1/2021

To: 7/31/2021

Print Detail

Page Break by Activity

Exclude Encumbrances

Reverse Signs

Subtotal By Journal

	Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
286.0000.9701.099.799.635 PHS Foods	3,266.99	.00	.00	3,266.99	.00	3,266.99
286.0000.9701.099.799.636 PHS Football	3,175.70	.00	(164.50)	3,011.20	.00	3,011.20
286.0000.9701.099.799.637 PHS Forestry	11,940.52	.00	.00	11,940.52	.00	11,940.52
286.0000.9701.099.799.638 PHS GED	8.17	.00	.00	8.17	.00	8.17
286.0000.9701.099.799.639 PHS German Class	599.13	.00	.00	599.13	.00	599.13
286.0000.9701.099.799.640 PHS Girls Basketball	5,426.62	.00	.00	5,426.62	.00	5,426.62
286.0000.9701.099.799.641 PHS Health Occ/Anatomy	86.96	.00	.00	86.96	.00	86.96
286.0000.9701.099.799.642 PHS Green Team	160.04	.00	.00	160.04	.00	160.04
286.0000.9701.099.799.644 PHS Life Skills	416.94	.00	.00	416.94	.00	416.94
286.0000.9701.099.799.645 PHS Library	569.33	.00	.00	569.33	.00	569.33
286.0000.9701.099.799.646 PHS Lifeguard	378.92	.00	.00	378.92	.00	378.92
286.0000.9701.099.799.647 PHS Link Crew	1,187.99	.00	.00	1,187.99	.00	1,187.99
286.0000.9701.099.799.649 PHS Manufacturing Technology	8,545.18	.00	.00	8,545.18	.00	8,545.18
286.0000.9701.099.799.652 PHS Misc Books	509.25	.00	.00	509.25	.00	509.25
286.0000.9701.099.799.653 PHS Music Band	1,651.83	.00	.00	1,651.83	.00	1,651.83
286.0000.9701.099.799.654 PHS Music Choir	(414.48)	.00	.00	(414.48)	.00	(414.48)
286.0000.9701.099.799.655 PHS Music Tour	11,375.09	.00	.00	11,375.09	.00	11,375.09
286.0000.9701.099.799.656 PHS National Honor Society	2,378.95	.00	.00	2,378.95	.00	2,378.95
286.0000.9701.099.799.659 PHS Parking/Student Safety	697.43	.00	.00	697.43	.00	697.43
286.0000.9701.099.799.660 PHS PE Fees	294.59	.00	.00	294.59	.00	294.59
286.0000.9701.099.799.661 PHS Peer Counseling	576.24	.00	.00	576.24	.00	576.24
286.0000.9701.099.799.664 PHS PHS Pay to Play	.00	.00	.00	.00	.00	.00

Benton County School District 17J

Student Activities Summary Report

Fiscal Year: 2021-2022

From: 7/1/2021

To: 7/31/2021

Print Detail

Page Break by Activity

Exclude Encumbrances

Reverse Signs

Subtotal By Journal

	Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
286.0000.9701.099.799.665 PHS Preschool	2,885.82	.00	.00	2,885.82	.00	2,885.82
286.0000.9701.099.799.666 PHS Prom	2,448.93	.00	.00	2,448.93	.00	2,448.93
286.0000.9701.099.799.667 PHS PSAT Fee Collections	671.81	.00	.00	671.81	.00	671.81
286.0000.9701.099.799.670 PHS Scholarship	200.23	.00	.00	200.23	.00	200.23
286.0000.9701.099.799.672 PHS Scholarship - Steve Moos	.00	.00	.00	.00	.00	.00
286.0000.9701.099.799.673 PHS Scholarship - Xerxes Das	263.55	.00	.00	263.55	.00	263.55
286.0000.9701.099.799.674 PHS School Enhancement	5,015.36	.00	.00	5,015.36	.00	5,015.36
286.0000.9701.099.799.675 PHS School of Business	3,672.05	.00	.00	3,672.05	.00	3,672.05
286.0000.9701.099.799.676 PHS Science	169.40	.00	.00	169.40	.00	169.40
286.0000.9701.099.799.678 PHS Soccer Boys	1,991.91	.00	.00	1,991.91	.00	1,991.91
286.0000.9701.099.799.679 PHS Soccer Girls	1,415.42	.00	.00	1,415.42	.00	1,415.42
286.0000.9701.099.799.680 PHS Softball	9,998.73	.00	.00	9,998.73	.00	9,998.73
286.0000.9701.099.799.681 PHS Spanish Class	1,656.40	.00	.00	1,656.40	.00	1,656.40
286.0000.9701.099.799.682 PHS Youth Transition Program	1,297.71	.00	.00	1,297.71	.00	1,297.71
286.0000.9701.099.799.683 PHS Standard PE	.00	.00	.00	.00	.00	.00
286.0000.9701.099.799.684 PHS Student Body Fee	210.00	.00	.00	210.00	.00	210.00
286.0000.9701.099.799.686 PHS Swim Team	956.49	.00	.00	956.49	.00	956.49
286.0000.9701.099.799.687 PHS Tennis	10,520.45	.00	(270.00)	10,250.45	.00	10,250.45
286.0000.9701.099.799.689 PHS Theatre	2,186.19	.00	.00	2,186.19	.00	2,186.19
286.0000.9701.099.799.690 PHS Track	1,824.66	.00	.00	1,824.66	.00	1,824.66
286.0000.9701.099.799.691 PHS ASB Leadership Camp	.00	.00	.00	.00	.00	.00
286.0000.9701.099.799.693 PHS Volleyball	2,045.04	.00	(211.00)	1,834.04	.00	1,834.04

Benton County School District 17J

Student Activities Summary Report

Fiscal Year: 2021-2022

From: 7/1/2021

To: 7/31/2021

Print Detail

Page Break by Activity

Exclude Encumbrances

Reverse Signs

Subtotal By Journal

	Range Beg. Balance	Range Revenue	Range Expenditures	Balance	Encumbrances	Available Balance
286.0000.9701.099.799.695 PHS Warrior Wellness	1,928.38	.00	.00	1,928.38	.00	1,928.38
286.0000.9701.099.799.696 PHS Wrestling	1,440.89	.00	.00	1,440.89	.00	1,440.89
286.0000.9701.099.799.697 PHS Yearbook	35,632.53	.00	.00	35,632.53	.00	35,632.53
286.0000.9701.099.799.698 PHS Lagestee PTP Waiver Scholarship	4,194.03	.00	.00	4,194.03	.00	4,194.03
286.0000.9701.099.799.700 PHS Mr. PHS	.00	.00	.00	.00	.00	.00
286.0000.9701.099.799.704 PHS Booster Club Donation	451.89	.00	.00	451.89	.00	451.89
286.0000.9701.099.799.705 HS Student Transcript Fees	755.31	17.50	(3.20)	769.61	.00	769.61
GRAND TOTALS	209,817.38	3,124.50	(4,356.37)	208,585.51	(1,329.57)	207,255.94

End of Report



Philomath School District 17J

1620 Applegate Street
Philomath, Oregon 97370

American Rescue Plan Elementary and Secondary School Emergency Relief Fund (ARP ESSER); OAR 581-022-0106 (State Operational Plan)

Safe Return to In-Person Instruction and Continuity of Services Plan

District Information:

Institution ID: 1900

Institution Name: Philomath School District 17J

District Continuity of Services Plan/ RSSL Contact Name and Title:

Susan Halliday, Superintendent

Contact Phone: 541-929-3169

Contact Email: susan.halliday@philomath.k12.or.us

DRAFT

Safe Return to In-Person Instruction and Continuity of Services Plan:

In order to best support students and families with the safest possible return to school for the 2021 school year, the Oregon Department of Education (ODE) has created an operational plan template to align guidance from the federal and state level in support of local decision-making and transparency of health and safety measures in the communities that school districts serve. The Safe Return to In-Person Instruction and Continuity of Services Plan serves the following purposes:

- 1) Replaces the Ready Schools, Safe Learners Operational Blueprint required under Executive Order 21-06; and
- 2) Meets the requirements for:
 - a. An operational plan required under OAR 581-022-0106(4), while aligning the CDC Guidance on School Reopening with the Ready Schools, Safe Learners Resiliency Framework for the 2021-22 School Year (RSSL Resiliency Framework);
 - b. Section 2001(i)(1) of the ARP ESSER and the US Department of Education's Interim Final Requirements for Safe Return/Continuity of Services Plan; and
 - c. Communicable Disease Plan and Isolation Plan under OAR 581-022-2220 (Division 22 requirements).

As districts plan and implement the recommendations in ODE's RSSL Resiliency Framework, they will need to consider a continuum of risk levels when all recommendations cannot be fully implemented. For example, universal correct wearing of face coverings between people is one of the most effective preventive measures. However, there will be times when this is not possible based on a specific interaction or a physical space limitation, such as during meal times. It will be necessary to consider and balance the mitigation strategies described to best protect health and safety while ensuring full time in person learning.

ODE remains committed to the guiding principles introduced in spring of 2020 to generate collective action and leadership for efforts to respond to COVID-19 across Oregon. These principles are updated to reflect the current context:

- **Ensure safety and wellness.** Prioritizing basic needs such as food, shelter, wellness, supportive relationships and support for mental, social, and emotional health of students and staff.
- **Center health and well-being.** Acknowledging the health and mental health impacts of this past year, commit to creating learning opportunities that foster creative expression, make space for reflection and connection, and center on the needs of the whole child rather than solely emphasizing academic achievement.

- **Cultivate connection and relationship.** Reconnecting with one another after a year of separation can occur through quality learning experiences and deep interpersonal relationships among families, students and staff.
- **Prioritize equity.** Recognize the disproportionate impact of COVID-19 on Black, American Indian/Alaska Native, and Latino/a/x, Pacific Islander communities; students experiencing disabilities; students living in rural areas; and students and families navigating poverty and houselessness. Apply an equity-informed, anti-racist, and anti-oppressive lens to promote culturally sustaining and revitalizing educational systems that support every child.
- **Innovate.** Returning to school is an opportunity to improve teaching and learning by iterating on new instructional strategies, rethinking learning environments, and investing in creative approaches to address unfinished learning.

Continued on next page

DRAFT

Planning Mental Health Supports:

<p>ARP ESSER & OAR 581-022-0106 Component</p>	<p>Extent to which district has adopted policies, protocols, or procedures and description of policies, protocols, or procedures adopted to ensure continuity of services.</p>	<p>How do the district’s policies, protocols, and procedures center on equity?</p>
<p>Devote time for students and staff to connect and build relationships.</p>	<ul style="list-style-type: none"> ● Level of Implementation: High ● Inservice Focus: Whole-Learner Education <ul style="list-style-type: none"> ○ Academic Development ○ Cognitive Development ○ Identity Development ○ Mental Health ○ Physical Health ○ Social Emotional Development ● Multiple entries into each school, designed to support welcoming and affirmation. ● Slow Start: <ul style="list-style-type: none"> ○ September 7, 2021 <ul style="list-style-type: none"> ▪ BES: Kinder Only ▪ CPS: Assessment Day (Appointment) ▪ PES: 2nd Grade Only ▪ PMS: 6th Grade Only ▪ PHS: 9th Grade Only ▪ PA: New Students Only ○ September 8, 2021 <ul style="list-style-type: none"> ▪ CPS: Assessment Day (Appointment) ▪ All Other Schools: All Students ● Elementary Homeroom. ● Secondary Advisor class period. ● Primary – Photo booths on first days of school (allow photos with parents who will be unable to enter school facility to drop off students). ● Outside learning opportunities. ● Attention to mask breaks. ● SEL lessons from counselors and in classrooms. 	<ul style="list-style-type: none"> ● Designing learning environments to support the whole of every learner. ● Strategically pair students and staff for culturally responsive support with students. ● Teach, practice, and support social skills development and confidence at all levels. ● Create opportunities for students to learn from and with each other. ● Practice relationship-building activities. ● Be attentive to trauma and grief.

ARP ESSER & OAR 581-022-0106 Component	Extent to which district has adopted policies, protocols, or procedures and description of policies, protocols, or procedures adopted to ensure continuity of services.	How do the district's policies, protocols, and procedures center on equity?
<p>Ample class time, and private time if needed, for creative opportunities that allow students and staff to explore and process their experiences.</p>	<ul style="list-style-type: none"> • Level of Implementation: In Process • Mental and Behavioral Health Supports: <ul style="list-style-type: none"> ○ School Counselors (All Schools) ○ Benton County Mental Health Partnership ○ Trillium Family Services Partnership ○ Family Support Liaison ○ Additional staff (SIA funds) • SEL lessons from counselors and in classrooms. • Implementation of DESSA Screener (K-8) for SEL. • Middle and High School athletic participation fees waived for all students (SIA funds). • Whole-learner emphasis in all classrooms, schools, and other facilities. • Staff professional learning related to positive school culture for staff and students. • EAP (Employee Assistance Program) available for staff members. 	<ul style="list-style-type: none"> • Designing learning environments to support the whole of every learner. • Offer continuing support to all students and staff, focusing on strengths. • Provide student-centered experiences that allow personal identity and voice to be shared and heard. • Invite all learners to participate and share perspectives that honor identity, history, and culture. • Draw supports from the following: <ul style="list-style-type: none"> ○ Emerging Bilingual Advisory Committee ○ PSD Equity Team ○ Special Education Advisory Committee
<p>Link staff, students, and families with culturally relevant health and mental health services and supports.</p>	<ul style="list-style-type: none"> • Level of Implementation: High • Connections to the following: <ul style="list-style-type: none"> ○ School Counselors ○ District Nursing Staff ○ Philomath Food Bank ○ June's Kids Closet ○ Operation School Bell ○ Benton County Health Department ○ Trillium Family Services ○ Old Mill Center for Children & Families ○ Employee Assistance Program (EAP) • Collaboration with Benton County Health Department in development of Communicable Disease Management Plan. 	<ul style="list-style-type: none"> • Continue work with responsive partners to assist with meeting basic needs of all students and their families. • Continue to gather input from students and families relative to COVID and other experiences of the past 18 months. • Focus on welcoming students to school and encouraging their positive participation each day. • Communicate to families in preferred languages.

ARP ESSER & OAR 581-022-0106 Component	Extent to which district has adopted policies, protocols, or procedures and description of policies, protocols, or procedures adopted to ensure continuity of services.	How do the district's policies, protocols, and procedures center on equity?
Foster peer/ student-led initiatives on well-being and mental health.	<ul style="list-style-type: none"> • Level of Implementation: In Process to High • Available Opportunities: <ul style="list-style-type: none"> ○ Student Council ○ Extra-Curricular Activities ○ School-Based Clubs ○ Random Acts of Kindness Week ○ Spirit Week Activities ○ Homecoming Week and PHS Parade ○ PBIS Initiatives ○ Freshman Summer Bridge Program ○ Linn Benton Lincoln Education Service District • Listen for additional student-voiced, viable opportunities. 	<ul style="list-style-type: none"> • Strategically pair students and staff for culturally responsive support with students. • Continued support for student-initiated programs that build on student strength. • Hearing and attending to student voice in all aspects of the school community.

DRAFT

Communicable Disease Management Plan:

Please provide a link to the district’s communicable disease management plan that describes measures put in place to limit the spread of COVID-19 within school settings. (OAR 581-022-2220). The advised components of the plan and additional information are found in the Communicable Disease Management Plan section of the RSSL Resiliency Framework and meet the ESSER process requirements of “coordination with local public health authorities.”

Link:

<https://resources.finalseite.net/images/v1597697286/philomathk12orus/vd4goichhrbnktd0u0fw/CommunicableDiseaseManagementPlan.pdf>

<p>ARP ESSER & OAR 581-022-0106 Component</p>	<p>Extent to which district has adopted policies, protocols, or procedures and description of policies, protocols, or procedures adopted to ensure continuity of services.</p>	<p>How do the district’s policies, protocols, and procedures center on equity?</p>
<p>Coordination with local public health authority(ies), including tribal health departments.</p>	<ul style="list-style-type: none"> • Level of Implementation: High • Plan developed in collaboration with: <ul style="list-style-type: none"> ○ PSD COVID Blueprint Committee ○ PSD Nursing Staff ○ Benton County Health Department ○ Polk County Health Department (Kings Valley Charter School) ○ Linn Benton Lincoln Education Service District • Bi-Weekly Meetings with the Benton County Health Department (Schools Re-Opening Team). • Vaccine access and information coordinated with Benton County Health Department. • Awaiting OHA guidance for mandatory vaccinations of school employees and volunteers. • Tribal Contacts: <ul style="list-style-type: none"> Confederated Tribes of the Siletz Indians <ul style="list-style-type: none"> ○ Brenda Bremner ○ Robert Kentta 	<ul style="list-style-type: none"> • Safety and wellness for all members of our school and district communities is of critical importance for the District. • We ensure that no student is subjected to discrimination, as defined in ORS 659.850, and by related rule based on race, color, religion, sex, sexual orientation, national origin, marital status, age, and/or disability.

Isolation Plan:

Please provide a link to the district’s plan to maintain health care and space that is appropriately supervised and adequately equipped for providing first aid, and isolates the sick or injured child. (OAR 581-022-2220). If planning for this space is in your communicable disease management plan for COVID-19, please provide the page number. Additional information about the Isolation Plan can be found in the Isolation & Quarantine Protocols section of the RSSL Resiliency Framework.

Link: [See Communicable Disease Management Plan](#)

<p>ARP ESSER & OAR 581-022-0106 Component</p>	<p>Extent to which district has adopted policies, protocols, or procedures and description of policies, protocols, or procedures adopted to ensure continuity of services.</p>	<p>How do the district’s policies, protocols, and procedures center on equity?</p>
<p>Isolation Planning</p>	<ul style="list-style-type: none"> • Level of Implementation: High • Required by OAR 581-022-2220. • Isolation separates people who have a contagious disease from people who are not sick (RSSL Resiliency Framework, 08/17/2021). • Quarantine separates and restricts the movement of people who were exposed to a contagious disease and could become infectious themselves to limit further spread of the disease (RSSL Resiliency Framework, 08/17/2021). • Communicable Disease Management Plan, pg. 11. https://www.philomathsd.net/updates 	<ul style="list-style-type: none"> • Safety and wellness for all members of our school and district communities is of critical importance for the District. • We ensure that no student is subjected to discrimination, as defined in ORS 659.850, and by related rule based on race, color, religion, sex, sexual orientation, national origin, marital status, age, and/or disability.

Health and Safety Strategies:

School administrators are required to exclude staff or students from school whom they have reason to suspect have been exposed to COVID-19. (OAR 333-019-0010).

Please complete the table below to include the extent to which the district has adopted policies and the description of each policy for each health and safety strategy. In developing the response, please review and consider the CDC guidance and the RSSL Resiliency Framework for each health and safety strategy. Additional documents to support district and school planning are available on the ODE Ready Schools, Safe Learners website.

Health and Safety Strategy	Extent to which district has adopted policies, protocols, or procedures and description thereof.	How do the district’s policies, protocols, and procedures center on equity?
<p>COVID-19 Vaccinations to educators, other staff, and students, if eligible.</p>	<ul style="list-style-type: none"> • Level of Implementation: High • Hosted three vaccination events at Philomath Schools: <ul style="list-style-type: none"> ○ 05/13/2021 @ Blodgett Elementary School ○ 07/06/2021 @ Philomath High School ○ 07/27/2021 @ Philomath High School • Hosting two additional sessions: <ul style="list-style-type: none"> ○ 09/27/2021 @ Philomath High School ○ 10/08/2021 @ Philomath High School • Publicize other vaccine opportunities in county. • Awaiting OHA guidance for mandatory vaccinations of school employees and volunteers. 	<ul style="list-style-type: none"> • Information is shared in both English and Spanish, recognizing the primary language needs for all families. • Provide clarity to families for students, ages 15 and older, who are eligible to be vaccinated without written parental permission.

Health and Safety Strategy	Extent to which district has adopted policies, protocols, or procedures and description thereof.	How do the district's policies, protocols, and procedures center on equity?
<p>Universal and correct wearing of face coverings.</p>	<ul style="list-style-type: none"> • Level of Implementation: High • OAR 333-019-1015: Requires face coverings for all, regardless of vaccine status, in K-12 indoor school settings for individuals over the age of two (2) during instructional time. (08/02/2021) • ODE and OHA to review face covering requirements for schools monthly. • Governor's Order: Indoor mask usage, regardless of vaccination status (08/13/2021). • Benton County Commissioners: All individuals five (5) and older, regardless of vaccination status, to mask outdoors in public settings in which social distance of six (6) feet cannot be maintained. (08/18/2021) • Protocols in classrooms, schools, and district to include: <ul style="list-style-type: none"> ○ Teaching and reinforcing correct use of face coverings in the first weeks of school. ○ Discussing use of mask, face shield, and gaiters (must be double layer) as possible face coverings. ○ Awareness of size of face covering, ensuring not too big or too small. ○ Mask lanyards provided for students at the elementary level. • Masks available at all school entries and in each classroom (instructional space). 	<ul style="list-style-type: none"> • To address individual need, various face coverings will be considered for individual and/ or situation, as allowable by guidance. • Mask breaks will be encouraged as might be needed while, at the same time, monitoring for excess requests. • Medical needs and/ or disability will be accommodated appropriately. Appropriate team, including parent, will determine and document individual student need. <ul style="list-style-type: none"> ○ IEP documentation; ○ 504 documentation; and/or ○ Medical plan documentation. • The Philomath School District is committed to the success of students in our schools. To that end, staff will encourage positive reinforcement to support all students to appropriately wear face coverings when needed.

Health and Safety Strategy	Extent to which district has adopted policies, protocols, or procedures and description thereof.	How do the district's policies, protocols, and procedures center on equity?
Universal and correct wearing of face coverings (continued)	<ul style="list-style-type: none"> • If any individual refuses to wear a face covering while in school, the following will occur: <ul style="list-style-type: none"> ○ Phone call home to obtain permission for wearing face covering or individual will be isolated until can be picked up from school. ○ If continued refusal, administrators will discuss options with families. 	
Physical Distancing and Cohorting	<ul style="list-style-type: none"> • Level of Implementation: High • Support physical distancing of 3' or more, to the degree possible, in all daily activities and instruction. • Support physical distancing of 6' or more, to the degree possible, when individuals are actively eating or drinking. • Consider physical distancing requirements when setting up individual classrooms/ instructional spaces. • Minimize time standing in lines, taking steps to ensure physical distancing to the degree possible. • Maintain floor markings in hallways for elementary students. • Staff will use daily attendance (Wazzle Gradebook) to maintain daily cohort data. • Others entering classroom outside cohort will be responsible for maintaining tracking data. • Currently planning open campus at Philomath High School, with reminder that face coverings must be worn when physical distancing cannot be maintained. 	<ul style="list-style-type: none"> • Care and consideration to monitor impacts of decisions on all students in our schools. • The Philomath School District is committed to the success of students in our schools. To that end, staff will encourage positive reinforcement to support all students to maintain physical distancing whenever possible.

Health and Safety Strategy	Extent to which district has adopted policies, protocols, or procedures and description thereof.	How do the district's policies, protocols, and procedures center on equity?
Ventilation and Air Flow	<ul style="list-style-type: none"> • Level of Implementation: High • Ventilation systems checked at least monthly by maintenance staff. • Air purifiers placed in locations identified in 2020-2021 Risk Assessment. • Open to consideration of additional measures to support ventilation and air flow. • Consider implementation of the following: <ul style="list-style-type: none"> ○ Breaks in between student groups, if possible. ○ Outdoor instructional opportunities as possible. 	<ul style="list-style-type: none"> • Improvements to ventilation and air flow are determined based on the health and safety needs of students and staff.
Handwashing and Respiratory Etiquette	<p>Will be completed for formal Board Meeting (08/26/2021) Document replaces Blueprints from 2020-2021</p>	
Free, On-Site COVID-19 Diagnostic Testing		
COVID-19 Screening Testing		
Public Health Communication		
Isolation		
Exclusion		

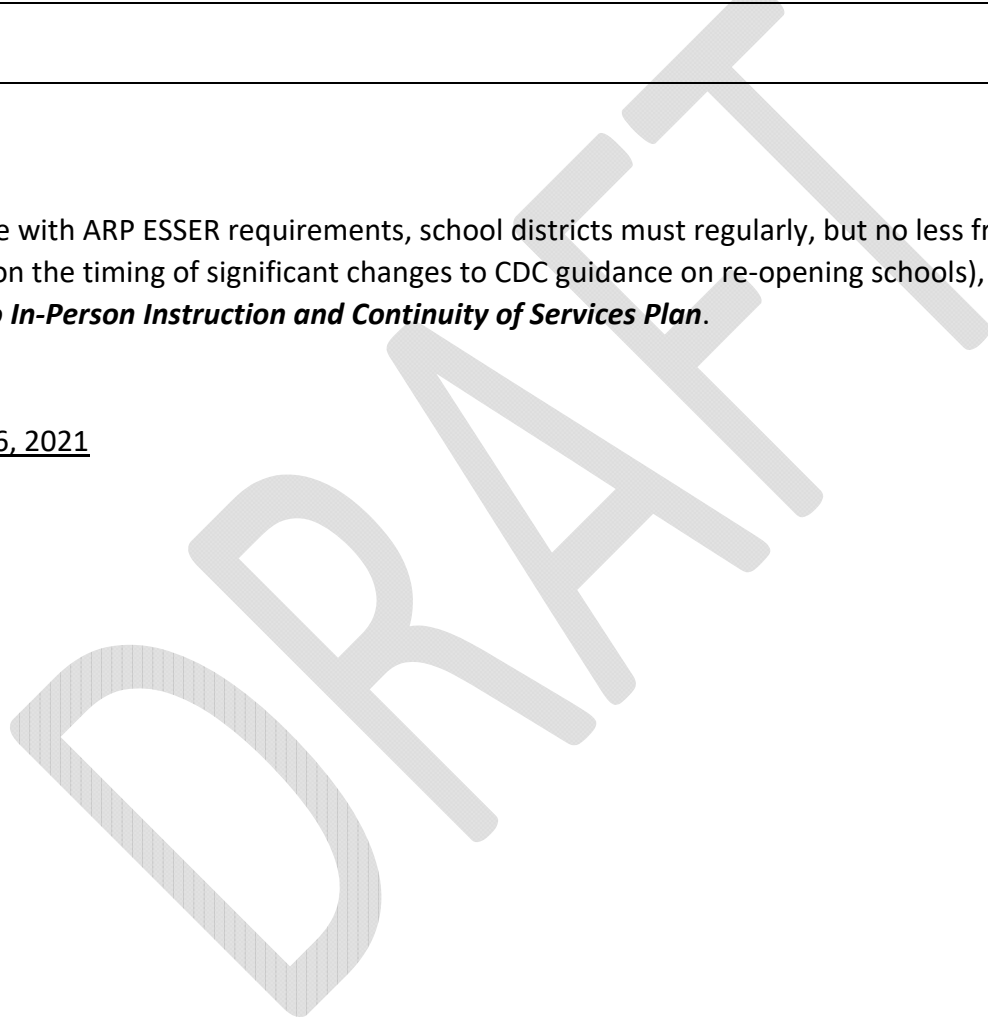
Accommodations for Students with Disabilities:

Please describe the extent to which the district has adopted policies related to **appropriate accommodations** for children with disabilities with respect to health and safety protocols. Please describe any such policies.

Updates to This Plan:

To remain in compliance with ARP ESSER requirements, school districts must regularly, but no less frequently than every six months (taking into consideration the timing of significant changes to CDC guidance on re-opening schools), review, and as appropriate, revise its **Safe Return to In-Person Instruction and Continuity of Services Plan**.

Update Date: August 26, 2021



Philomath School Board Planning Calendar

Revised: August 2021

Month	Targeted board meeting topics – annual rotation	Comments
July	<ul style="list-style-type: none"> • Swear in new board members • Elect Board officers • Review signers on all accounts 	
August	<ul style="list-style-type: none"> • Board Retreat • Host In-service lunch/breakfast with staff – Not in 2021-22 school year • Board member presentation to Kindergarten registration (District communication package) 	
September	<ul style="list-style-type: none"> • OSBA Policy Update (to Policy Committee) • Draft parent survey; review by the board • Draft student survey 	Fall 2021 survey targeted for Jan/Feb 2022
October	<ul style="list-style-type: none"> • Bi-annual work session with KVCS and PSD boards • Review state report cards (board work session, before or after ODE release); finalize parent survey • Review Division 22 submission 	
November	<ul style="list-style-type: none"> • Attend OSBA annual conference. • Review projections for enrollment and revenue for next fiscal year; review financial status with Budget Committee. (budget work session) • Send out parent survey (1st week) • Review School Continuous Improvement Plan submission 	Fall 2021 survey targeted for Jan/Feb 2022
December	<ul style="list-style-type: none"> • Consolidate survey results (chair) for inclusion in Dec board packet • Discuss issues/priorities with regional Legislative Policy Committee member (even numbered years) in advance of legislative sessions, and past session highlights (odd numbered years) • Review/close open positions on Budget Committee (as needed). • Review results of parent surveys (Fall 2021 - SSA) 	OSBA Legislative Policy Committee meets in Jan of even-numbered years; legislature is in session odd-numbered years
January	<ul style="list-style-type: none"> • Review superintendent annual report. Preview of report/mailer to be distributed to the community • Approve the budget calendar • Review Division 22 submission • Review District financial audit • Review KVCS Annual Report • OSBA Policy Update (Policy Committee meeting) • Mid-year Superintendent assessment; check in on performance & board goals • Board review of math curriculum map for the district 	
February	<ul style="list-style-type: none"> • Board review of Technology Plan and Budget • Review early 3-5 year budget projections and establish budget priorities with Budget Committee. • District Calendar Committee review of objectives with the board; align on initial parameters & process for upcoming school-year calendar (including public comment) – 2022 Done • Update goals for next year as needed (prior to start of budget cycle) • Approval of teacher status (probationary/renewal → contract) and administrator contract renewals (by March 15) • Board review of ELA curriculum map for the district 	
March	<ul style="list-style-type: none"> • Board review of Facility Plan and Budget. • Review of school district safety plan, prior to budget cycle • Approve calendar for upcoming school year. 2022-23 calendar has been approved • Bi-annual work session with KVCS and PSD boards • Classified Employee Appreciation Week • Board finalizes (standard) District communications package (for board member use) 	
April	<ul style="list-style-type: none"> • Hold Budget Committee meetings. • Approve curriculum adoption, and other board actions/approvals (as guided by PSD policy) • OSBA Policy Update (Policy Committee meeting) • Annual board review of Professional Development accomplishments/outcomes • Start Superintendent Evaluation process (build and conduct survey) • Review student pathways proposal and alignment with current Vision, policies, etc. • Start board self-evaluation (build and conduct survey); plan agenda for board retreat 	

May	<ul style="list-style-type: none"> • Hold Budget Committee meetings • KVCS Budget review • Teacher Appreciation Week • Board member presentation to 6th and 9th grade orientations (District communication pkg) • Hold annual School Board Retreat (see agenda topics below) 	
June	<ul style="list-style-type: none"> • Complete Superintendent evaluation process (review with superintendent; Exec Session) • Participate in end-of-year, staff appreciation event. Attend graduation. • Approve Annual Budget. • Review annual nurse's report (discussion item) • OSBA Policy Update (Policy Committee meeting) 	<p>Superintendent evaluation on this cycle starting in 2019</p>

Philomath School Board Annual Board Retreat (May)

Detailed Board Retreat agenda topics:

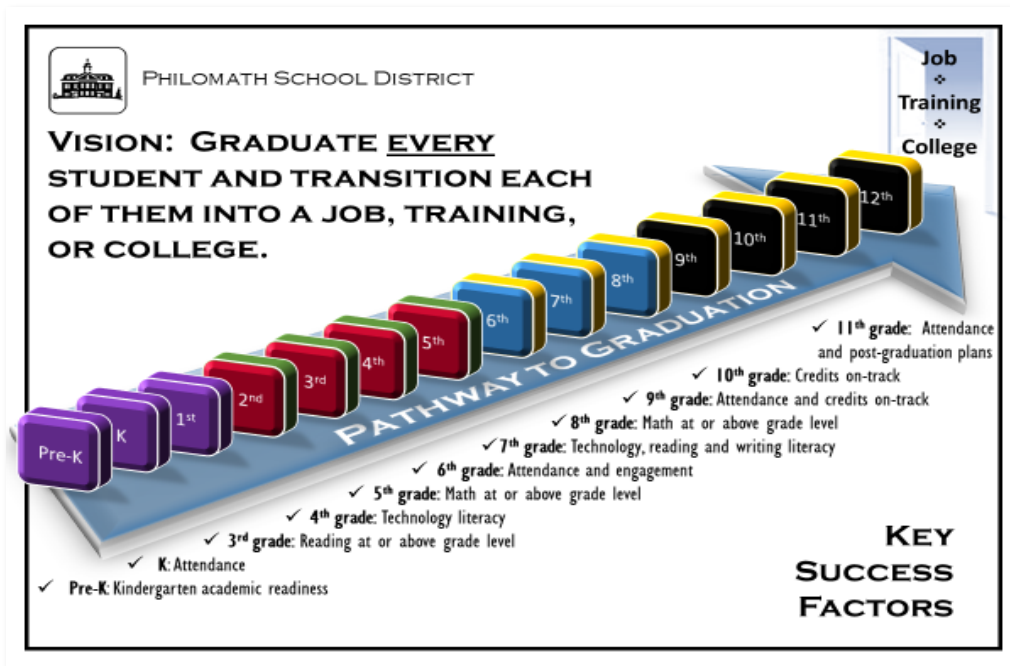
- Review/discuss board performance survey results; Complete board self-evaluation
- Annual board review of K-12 Math growth and achievement, district-wide
- Annual board review of K-12 ELA growth and achievement, district-wide
- Review student pathways proposal and alignment with current Vision, policies, etc.
- Review/establish District, Superintendent and school board goals for the coming school year
- Review student pathways proposal and alignment with current Vision, policies, etc.
- Update and adopt Board-Community engagement plan.
 - Review/align on common/key messages and actions
- PSD board Advocacy Priorities – review/update as needed
- OSBA training/workshop (as needed; new board members, topic-specific, etc.)
- Update (as needed):
 - Review/update Board Operating protocol
 - Review/update Board member liaison and committee roles
 - Review/update annual Board planning and meeting calendar



PHILOMATH SCHOOL BOARD

2018 - 2021 BOARD GOALS AND OBJECTIVES

1. We have robust goal-setting and assessment processes in place -- for district, superintendent and board goals -- that guide our district toward continuous improvement.
2. An annual review of student achievement is in place across all subgroups, aligned to our Key Success Factors, identifying means, methods and outcomes for continued improvement.
3. A communication framework with district staff, parents/families and community members is in place, to promote student achievement and success, and to solicit input, support and engagement with the community.
4. The board has an established process that works effectively across local, regional and state agencies, advocating for our schools and our students.
5. Ongoing, constructive and open conversations between PSD and KVCS school boards continue, focused on Charter agreements.



How will we measure progress to goals?

Goals	metrics	Board actions/resources
1. We have an annual robust goal-setting and review of assessment processes in place	<ul style="list-style-type: none"> a) Superintendent goals & assessment b) Board goals & assessment c) District goals & assessment 	<ul style="list-style-type: none"> a. Annual superintendent evaluation (June) b. Annual board retreat & self-evaluation (May) c. Annual review of district goals (May) d. During budget cycle the board evaluates alignment to board goals (March-June)
2. An annual review of student achievement is in place across all subgroups, aligned to our Key Success Factors, identifying means, methods and outcomes for continued improvement.	<ul style="list-style-type: none"> a) Math achievement results (cohort, student subgroup data) b) ELA achievement results (cohort, student subgroup data) c) Student Math and Reading/ELA grades d) Student credit attainment e) Relevant interim assessments f) Clarity and alignment on student pathways 	<ul style="list-style-type: none"> a) Annual board review of K-12 Math growth and achievement, district-wide (Jan) b) Annual board review of K-12 ELA growth and achievement, district-wide (Feb) c) Annual board review of Technology Plan (Feb) d) Review SSA resource allocation e) Review student pathways proposal and alignment with current Vision, policies, etc.
3. A communication framework with district staff, parents/families and community members is in place, to promote student achievement and success, and to solicit input, support and engagement with the community	<ul style="list-style-type: none"> a) Board member liaison for each building b) Regular "liaison" updates on board meeting agenda c) Board survey to parents/families after receipt of annual report cards d) Schedule of events where board can share "good news" and solicit parent involvement <ul style="list-style-type: none"> a. K registration b. 6th & 9th grade orientation e) Standard communication package in place for the community (district annual report & common set of slides); include school calendar considerations 	<ul style="list-style-type: none"> a) Board member(s) will host "Table Talk with staff", and "Small groups for coffee" b) Community liaisons established and attended annually. Annual updates at board retreat. c) Approval of a community communications budget in the budgeting cycle d) Annual report to the entire community e) Monthly listening sessions with the community
4. The board has an established process that works effectively across local, regional and state agencies, advocating for our schools and our students	<ul style="list-style-type: none"> a) Ongoing calendar/events of key dates with OSBA and state legislators b) PSD "Advocacy Priorities" identified by the PSD board (outcome of budgeting) 	<ul style="list-style-type: none"> a) PSD board Advocacy Priorities kept current b) Board member attendance and participation in events of importance/relevance to our student needs (e.g. calendar and coverage) c) Advocacy practiced by the PSD board (especially annual state budget)
5. Ongoing, constructive and open conversations between PSD and KVCS school boards continue, focused on Charter agreements.	<ul style="list-style-type: none"> a) Charter agreement annual report b) De-brief of prior meeting between boards 	<ul style="list-style-type: none"> a) Meetings between KVCS and PSD boards twice per year

2021-22 Philomath School Board Roles and Responsibilities

REVISED August, 2021

Board Responsibilities		
Approve	Review and advise	Informed
<ol style="list-style-type: none"> 1) District policies 2) District vision and goals 3) All service contracts with >1 year commitment or with a value >\$100,000 4) All labor contracts, negotiated agreements and MOUs 5) Salary schedules 6) Operation expenditures >\$100,000 7) Capital expenditures >\$100,000 8) Building/grade configurations 9) Annual operating budget and budget changes 10) Annual capital budget 11) Curricular adoptions 12) School calendar 13) Ultimate arbitrations and resolution of community complaints or staff appeals 14) Litigation decisions 15) Initial contracts, contract renewals and reassignments for administrators 16) Moving teachers from probationary to contract status 17) Long-term facility and investment plan 18) Technology and investment plan 	<ol style="list-style-type: none"> 1) Labor contract disputes and issues 2) Review of current safety plan 	<ol style="list-style-type: none"> 1) Staff assignments and changes below the principal and director level 2) Critical issues or incidents (direct or thru chair) 3) Inclement weather delays or cancellations 4) Classrooms assignments 5) Administrator evaluations

Board Liaison Roles

Karen Skinkis	Erin Gudge	Rick Wells	Joe Dealy	Anton Grube
<ul style="list-style-type: none"> • PHS Liaison* • PEA Relations and Negotiations Lead • City Council • Policy sub-committee • Equity committee 	<ul style="list-style-type: none"> • PMS Liaison* • Policy sub-committee • Chamber of Commerce • SEAC • EBAC 	<ul style="list-style-type: none"> • PES and Blodgett Liaison* • PEA Relations and Negotiations Lead • PYAC • Facilities & Safety 	<ul style="list-style-type: none"> • Academy Liaison* • OSEA Relations and Negotiations Lead • Chamber of Commerce • Lions Club • Rotary • CTE 	<ul style="list-style-type: none"> • CPS liaison* • OSEA Relations and Negotiations Lead • Pool Committee • Facilities & Safety

*School Liaison roles (further defined):

- Participate in district communication plan, per established liaison role by building, as agreed with the superintendent
- Understand issues and concerns across the district
- Identify themes and needs, following the appropriate protocol
- Attend major events
- With arrangement of the principal, may attend 1-2 staff meetings per year to get staff feedback.

Regular updates to the board from Committees

- a. CTE – Career and Technical Education
- b. English Language Learner (ELL) – EBAC
- c. SEAC – Special Education Advisory Committee
- d. Equity Committee

PHILOMATH SCHOOL BOARD OPERATING AGREEMENT

NEXT STEPS:

- Edit to remove references to any old/obsolete policies (as well as any new ones)

PURPOSE:

The school board ~~must~~ **strives to** represent the needs and interests of all children **enrolled** in our district -- **students come first**. Collectively, the Philomath School Board shares the following values: Equity, Leadership, Integrity, Health, Professionalism, Ethics, Service, and Family. It is with these values in mind that we seek to enhance teamwork among members of the board and between board members. As such, we, the members of the Philomath School Board do hereby publicly commit ourselves collectively and individually to the following operating protocol:

BOARD ROLES & RESPONSIBILITIES

1. Focus on governance: policy-making, strategic planning and evaluation (of curriculum, district performance and our superintendent), **and its judicial responsibilities for the District. (policy BBA)**
2. Provide adequate and direct means for keeping informed about the needs and wishes of the public and for keeping local community patrons informed about the schools **(policy BBA)**.
3. Recognize the role of the chair to represent the district and the board at official functions, to make authorized statements to the public or the media when the board deems that, under the circumstances, the district's position should be articulated by a single voice, to convene meetings, execute documents as appropriate, and develop the agenda with the vice chair and superintendent. No other board member has the authority to speak for the board. **(policies BCB, BDDC). (policy BBAA)**
4. The board and superintendent will participate annually in establishing goals and objectives for themselves and the district. The board will conduct a biennial self-evaluation of its own performance. **(policy BK)**
5. The board will act as ambassadors to the schools, the community and the district. **(policies BB, BBA)**

HOW WE OPERATE & MAKE DECISIONS

6. We agree to make our board meetings as effective and efficient as possible, through preparation, deliberation and taking board action as required. We will focus on board level work, enabling our superintendent and staff to do theirs. As a board, we value the perspectives of staff, the community, and each other, and strive to have all voices heard. We agree that board meetings are for deliberation and action, not endless discussion. **(policy BDD)**
7. Two board members must agree before an item is placed on a meeting agenda. **(policy BDDC)**
8. Notify the school administration before visiting a school in the role of school board member.
9. Follow the chain of command. The board is the last stop for complaints, not the first, except for complaints that concern the superintendent or board actions or operations. **(policy KL)**

HOW WE COMMUNICATE

10. Be proactive – don't spring surprises on each other or the superintendent. Communicate directly with the superintendent when information is needed or a question arises. Specific questions concerning information contained in the board packet may be addressed to the person providing the information.
11. The chair responds to group email sent to the board after consultation with the superintendent and will either refer the issue to the superintendent or respond on behalf of the board. Board members should only respond to the sender that they have received the email. **(policy BCB)**
12. Board members will communicate with one another should an issue or problem develop between them.

After recording, return to:

Philomath City Recorder
PO Box 400
Philomath, OR 97370

**COVENANT FOR PERMANENT STORM DRAINAGE EASEMENT
& ACCESS EASEMENT**

WHEREAS, the owner of record of the Property referenced below is Benton County School District No. 17J (Philomath), hereinafter called "Owner" and "Grantor", and said Owner (or subsequent owner of the lot or property as noted below) shall be subject to a covenant that creates an easement in perpetuity as outlined herein, which is recorded against the Property referenced below.

The undersigned Owner and Grantor does hereby grant to City of Philomath, Benton County, Oregon, a municipal corporation (Grantee), referred to herein as City, a permanent exclusive storm drainage easement & a permanent non-exclusive maintenance access easement for the construction, reconstruction, operation and maintenance of City utilities, including a storm drain line and other City utilities (and such other uses not deemed by the City to be incompatible therewith), and all necessary related facilities above, upon and under the following described premises, including the right to utilize routes on and across the Grantor's property as required to access said easement, and subject to the conditions relating to merger as summarized herein:

That portion of the property described in the attached Legal Description labeled "Exhibit A" and map labeled "Exhibit B" (incorporated herein by reference), which is located within the following described property:

- Tracts described in the following Deed Reference Numbers (also see legal description & exhibit map).
 - Book 165 Page 84, Benton County Deed Records
 - Book 152 Page 325, Benton County Deed Records

Consideration for this covenant and grant consists wholly of value other than money, including the mutual promises and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged.

This covenant and easements are in gross, for the benefit of the City and afford the City all rights to utilize said easements in perpetuity.

The covenant and utility easement shall include the right of the City, its employees, agents, contractors, consultants and assigns to have ingress and egress above, upon and under the easement at all times for the purpose of excavating, constructing, installing, operating, repairing, maintaining and removing public or

private utilities, including ingress and egress along any all-weather access lanes required by City standards. The City, its employees, agents, contractors, consultants and assigns, shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with access, normal operation or maintenance of said utilities, out of and away from the easement.

From the date of this agreement signature forward, the Grantor agrees not to plant, build, construct, or create (nor permit others to plant, build, construct, or create) any fills, flora, buildings or other structures, including fences or parallel utilities, on the easement that may interfere with the use of the easement for the purposes set forth herein or with the normal operation, inspection, access to or maintenance of the utilities, including excavation for repairs or replacement if necessary. Prohibited structures shall include decks, footings or overhanging portions of structures which are located outside of the easement. The Grantor agrees not to construct cuts or fills within or on the easement area without express written approval by the City, since this will interfere with the use of the easement for the purposes set forth herein. Any such approval by the City (which approval may be granted or withheld at the City's sole discretion), shall be contingent on the Grantor performing all work required by the City in order to mitigate impacts due to such cuts or fills, including reconstructing or resetting the utilities and appurtenances as directed by the City at the Grantor's expense. It is understood and agreed that City may remove (or require removal by the Grantor) any physical obstructions including buildings, overhangs, fences, trees, shrubbery or fill material, and abate any use of the easement if City finds that the physical obstruction or use will interfere with the City utility or City's ability to access, maintain or repair the City utility, and that such removal or abatement may be completed (including if removal by Grantor is required) without recompense to the Grantor(s). Access gates acceptable to the City shall be installed in fences which the City allows to be constructed across the easement. The City acknowledges that Grantor may use the easement area for parking, maintenance access and/or pedestrian access. The City further acknowledges that the all-weather access lane along the storm drainage line alignment serves a dual function as both an access for maintenance of the storm drain line and access to the school facilities.

With the exception of appurtenances which must be at or above grade, all utilities will be placed underground.

Upon the final acceptance of the installed utility system and related improvements by the City (after any required warranty periods), the City shall be responsible for all further restorations of the premises if at any time the City causes the utilities to be repaired or maintained. The City, upon each and every occasion that the same be repaired, maintained or removed shall restore the premise of the Grantor, by removing all debris and leaving the ground surface in a neat and presentable condition. Grass and topsoil shall be restored as near as feasible to as good a condition as the same were prior to any repair or maintenance by the City.

Owner shall be responsible for maintenance and repair of the all-weather access lane which is provided along (or to provide access to) the City storm drain line, in a manner and condition to allow the City, its employees, agents, contractors, consultants and assigns to have vehicular access along said access lane at all times and during all seasons for the purpose of inspecting, maintaining or repairing City storm drain line and

utilities.

Legal Effect. This covenant and easement is binding upon and inures to the benefit of all heirs, successors and assigns of Grantor and City and runs with the land.

Doctrine of Merger. In the event of a finding that the easement rights granted under this covenant and easement agreement would otherwise be extinguished or be of no effect under the doctrine of merger (due to current or future common ownership of the dominant estate property and the servient estate property), the covenant and easement agreement entered into herein shall be considered as a "Covenant Creating an Springing Easement Effective upon Date of Sale", which will result in the easement as set forth above taking effect at such time as the dominant or servient estates (or portions thereof containing or affected by the easement) are transferred, sold or conveyed in a manner so as to be under separate ownership (ie. such merger due to common ownership shall not result in the extinguishment of this covenant and easement agreement). This covenant shall automatically create the subject easement upon the recording of a deed conveying either the dominant estate property or the servient estate property (or portions thereof containing or affected by the easement) to another party, whether or not the easement is referenced in the deed. From and after the date that the easement thus becomes effective, the easement shall be subject to all terms and conditions contained herein.

Provision Applicable Law. This covenant and easement shall be governed by, and construed in accordance with the laws of the State of Oregon.

Waiver. Failure of either party at any time to require performance of any provision of this covenant and easement shall not limit the parties' right to enforce the provision, nor shall any waiver of any breach of any provision of this covenant and easement be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

Severability. The determination that one or more provisions of this covenant and easement is invalid, void or illegal or unenforceable shall not effect or invalidate the remainder of this easement.

Amendment or Modification. No amendment or modification of this covenant and easement shall be valid unless in writing and signed by all parties hereto. City may vacate this easement in accordance with state law and local ordinance. This easement will not be considered abandoned until City Council has declared (in writing) the easement abandoned and no longer in use by City.

//

//

The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

WITNESS our hands and seals this _____ day of _____, 20__.

(Printed Name of Grantors)

(Signature of Grantors)

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 20__, by _____,
as _____ of Benton County School District No. 17J (Philomath).

(Notary Signature)
Notary Public – State of Oregon
My Commission Expires: _____

City of Philomath approves & accepts this conveyance:

Philomath City Manager

Date

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 20__, by _____
as City Manager of City of Philomath, Oregon.

(Notary Signature)
Notary Public – State of Oregon
My Commission Expires: _____

Public Works (Initial) _____

City Engineer (Initial) _____ (if modified)

EXHIBIT A

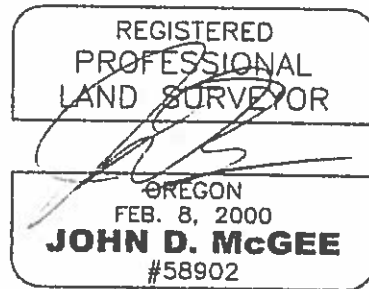
PERMANENT EASEMENT FOR STORM DRAINAGE

A permanent storm drain easement of variable width on any of those School District #17J properties described in Warranty Deeds recorded in the office of the Benton County Clerk, Book 165 Page 84 and Book 152 Page 325 located in the Southeast Quarter of Section 12, Township 12 South, Range 6 West, Willamette Meridian, and the Southwest Quarter of Section 7, Township 12 South, Range 5 West, Willamette Meridian, all in Benton County, Oregon, being more particularly described as:

Beginning at a point on the southerly Right-of-Way line of Applegate Street, said point being North 35°02'22" East 1452.54 feet from a 5/8 inch iron rod at the Southwest corner of "Parcel 2", Partition Plat 99-37, a partition of record in Benton County, Oregon and hereinafter referenced as Point A.

The first segment of said easement is 20 feet wide, centered on the following described line: Beginning at the aforementioned Point A, the point of beginning of said easement; thence South 89°59'42" East 141.04 feet to Point B; at which point the easement width changes to 16 feet, 10 feet northerly and 6 feet southerly of the line described as follows; thence South 89°59'42" East 52.09 feet to Point C; at which point the easement width changes to 20 feet, centered on the following described line; thence South 89°59'42" East 356.60 feet; thence South 34°38'32" East 69.29 feet; thence South 70°55'27" East 34.05 feet; thence South 78°35'48" East 39.55 feet; thence South 0°04'33" East 10.88 feet; thence South 89°51'48" East 43.08 feet to the terminus at the West boundary of that land conveyed to The City of Philomath, a Municipal Corporation of the State of Oregon, and described in the deed recorded in Book 189, Page 614 of the Benton County Deed Records, Benton County, Oregon.

The side lines of said easement segments to be extended or shortened to meet at angle points and to begin or terminate at the called boundary lines of said properties.



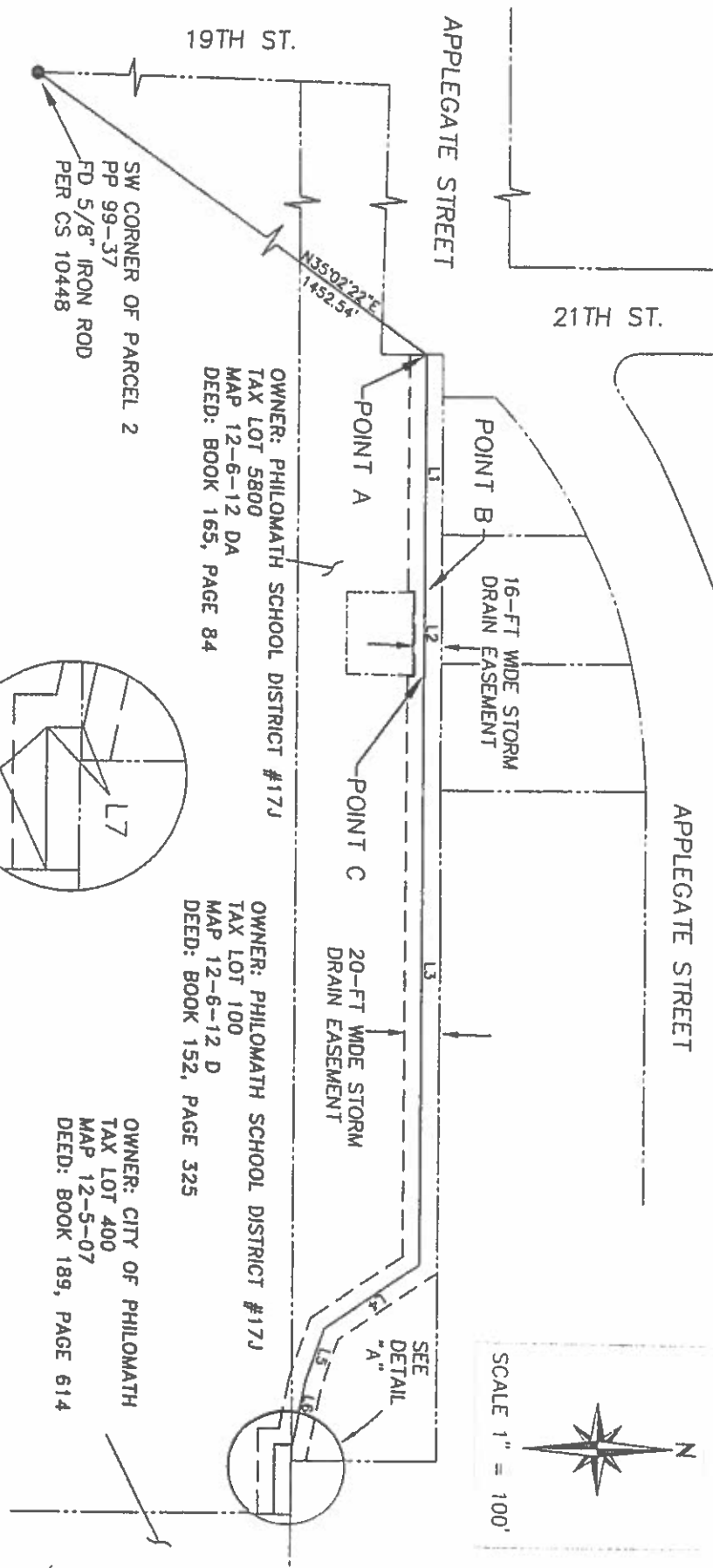
RENEWAL DATE: 12/31/20

5/6

EXHIBIT B DRAINAGE EASEMENT

IN THE
NE 1/4 S.E. 1/4 SEC. 12, T.12S., R.6W. AND
N.W. 1/4 S.W. 1/4 SEC. 7, T.12S., R.5W., W.M.
PHILOMATH, BENTON COUNTY, OREGON

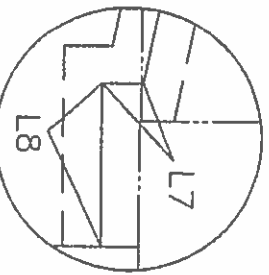
APPLEGATE STREET



OWNER: PHILOMATH SCHOOL DISTRICT #17J
TAX LOT 5800
MAP 12-6-12 DA
DEED: BOOK 165, PAGE 84

OWNER: PHILOMATH SCHOOL DISTRICT #17J
TAX LOT 100
MAP 12-6-12 D
DEED: BOOK 152, PAGE 325

OWNER: CITY OF PHILOMATH
TAX LOT 400
MAP 12-5-07
DEED: BOOK 189, PAGE 614



DETAIL "A"
SCALE: 1" = 50'

BASIS OF BEARINGS IS CS 10448

JDMcGee, Inc.
Engineering & Surveying
Land Use Planning
Wastewater Design
"Solving Problems for You"

1215 Main Street
PO Box 1472
Philomath, OR 97370
(541) 929-4226
(541) 929-4227 fax

DRAWN BY: KP
JDM PROJECT #: 19-12 B

CHECKED BY: JDM

LEGEND

- RECORD SURVEY BOUNDARY
- EASEMENT EDGE
- REFERENCE LINE OF EASEMENT
- EXISTING BUILDING
- FOUND MONUMENT AS NOTED

LINE TABLE

NUM	BEARING	DISTANCE
L1	S89°59'42"E	141.04'
L2	S89°59'42"E	52.09'
L3	S89°59'42"E	356.60'
L4	S34°38'32"E	69.29'
L5	S70°55'27"E	34.05'
L6	S78°35'48"E	39.55'
L7	S 0°04'33"E	10.86'
L8	S89°51'48"E	43.08'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

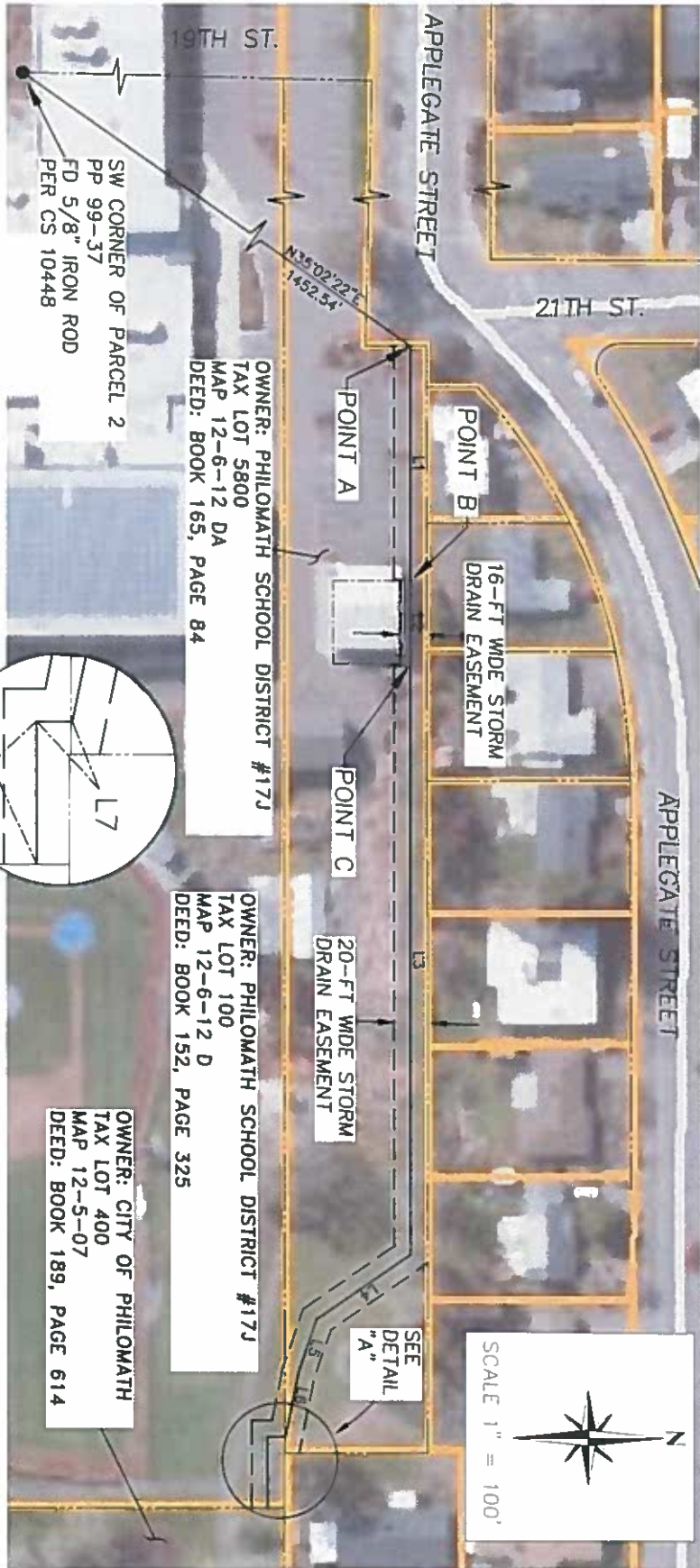
OREGON
JOHN D. MCGEE
FEB. 8, 2000
#58902

RENEWAL DATE: 12/31/20

6/9

EXHIBIT B
DRAINAGE EASEMENT

IN THE
N.E. 1/4 S.E. 1/4 SEC. 12, T.12S., R.6W. AND
N.W. 1/4 S.W. 1/4 SEC. 7, T.12S., R.5W., W.M.
PHILOMATH, BENTON COUNTY, OREGON



BASIS OF BEARINGS IS CS 10448

JDMcGee, Inc.

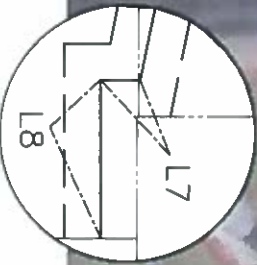
Engineering & Surveying
Land Use Planning
Wastewater Design
"Solving Problems for You"

1215 Main Street
PO Box 1472
Philomath, OR 97370
541 929-4226
541 929-4227 fax

DRAWN BY: KP
JDM PROJECT #: 19-12 B

CHECKED BY: JDM

DETAIL "A"
SCALE: 1" = 50'



LEGEND

- RECORD SURVEY BOUNDARY
- - - EASEMENT EDGE
- REFERENCE LINE OF EASEMENT
- EXISTING BUILDING
- FOUND MONUMENT AS NOTED

LINE TABLE

NUM	BEARING	DISTANCE
L1	S89°59'42"E	141.04'
L2	S89°59'42"E	52.09'
L3	S89°59'42"E	356.60'
L4	S34°38'32"E	69.29'
L5	S70°55'27"E	34.05'
L6	S78°35'48"E	39.55'
L7	S 0°04'33"E	10.88'
L8	S89°51'48"E	43.08'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

PRELIMINARY

OREGON
FEB. 8, 2000
JOHN D. MCGEE
#58902

RENEWAL DATE: 12/31/20

After recording, return to:
Philomath City Recorder
PO Box 400
Philomath, OR 97370

COVENANT FOR PERMANENT SANITARY SEWER EASEMENT & ACCESS EASEMENT

WHEREAS, the owner of record of the Property referenced below is Benton County School District No. 17J (Philomath), hereinafter called "Owner" and "Grantor", and said Owner (or subsequent owner of the lot or property as noted below) shall be subject to a covenant that creates an easement in perpetuity as outlined herein, which is recorded against the Property referenced below.

The undersigned Owner and Grantor does hereby grant to City of Philomath, Benton County, Oregon, a municipal corporation (Grantee), referred to herein as City, a permanent exclusive sanitary sewer easement & a permanent non-exclusive maintenance access easement for the construction, reconstruction, operation and maintenance of City utilities, including a sewer main and other City utilities (and such other uses not deemed by the City to be incompatible therewith), and all necessary related facilities above, upon and under the following described premises, including the right to utilize routes on and across the Grantor's property as required to access said easement, and subject to the conditions relating to merger as summarized herein:

That portion of the property described in the attached Legal Description labeled "Exhibit A" and map labeled "Exhibit B" (incorporated herein by reference), which is located within the following described property:

- Tracts described in the following Deed Reference Numbers (also see legal description & exhibit map).
 - o Book 152 Page 325, Benton County Deed Records

Consideration for this covenant and grant consists wholly of value other than money, including the mutual promises and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged.

This covenant and easements are in gross, for the benefit of the City and afford the City all rights to utilize said easements in perpetuity.

The covenant and utility easement shall include the right of the City, its employees, agents, contractors, consultants and assigns to have ingress and egress above, upon and under the easement at all times for the purpose of excavating, constructing, installing, operating, repairing, maintaining and removing public or private utilities, including ingress and egress along any all-weather access lanes required by City standards. The City, its employees, agents, contractors, consultants and assigns, shall have the right to clear and keep

clear all trees, undergrowth, and other obstructions that may interfere with access, normal operation or maintenance of said utilities, out of and away from the easement.

From the date of this agreement signature forward, the Grantor agrees not to plant, build, construct, or create (nor permit others to plant, build, construct, or create) any fills, flora, buildings or other structures, including fences or parallel utilities, on the easement that may interfere with the use of the easement for the purposes set forth herein or with the normal operation, inspection, access to or maintenance of the utilities, including excavation for repairs or replacement if necessary. Prohibited structures shall include decks, footings or overhanging portions of structures which are located outside of the easement. The Grantor agrees not to construct cuts or fills within or on the easement area without express written approval by the City, since this will interfere with the use of the easement for the purposes set forth herein. Any such approval by the City (which approval may be granted or withheld at the City's sole discretion), shall be contingent on the Grantor performing all work required by the City in order to mitigate impacts due to such cuts or fills, including reconstructing or resetting the utilities and appurtenances as directed by the City at the Grantor's expense. It is understood and agreed that City may remove (or require removal by the Grantor) any physical obstructions including buildings, overhangs, fences, trees, shrubbery or fill material, and abate any use of the easement if City finds that the physical obstruction or use will interfere with the City utility or City's ability to access, maintain or repair the City utility, and that such removal or abatement may be completed (including if removal by Grantor is required) without recompense to the Grantor(s). Access gates acceptable to the City shall be installed in fences which the City allows to be constructed across the easement. The City acknowledges that Grantor may use the easement area for parking, maintenance access and/or pedestrian access. The City further acknowledges that the all-weather access lane along the sewer main serves a dual function as both an access for maintenance of the sewer main and access to the school facilities.

With the exception of appurtenances which must be at or above grade, all utilities will be placed underground.

Upon the final acceptance of the installed utility system and related improvements by the City (after any required warranty periods), the City shall be responsible for all further restorations of the premises if at any time the City causes the utilities to be repaired or maintained. The City, upon each and every occasion that the same be repaired, maintained or removed shall restore the premise of the Grantor, by removing all debris and leaving the ground surface in a neat and presentable condition. Grass and topsoil shall be restored as near as feasible to as good a condition as the same were prior to any repair or maintenance by the City.

Owner shall be responsible for maintenance and repair of the all-weather access lane which is provided along (or to provide access to) the City sewer main, in a manner and condition to allow the City, its employees, agents, contractors, consultants and assigns to have vehicular access along said access lane at all times and during all seasons for the purpose of inspecting, maintaining or repairing City sewer main and utilities.

Legal Effect. This covenant and easement is binding upon and inures to the benefit of all heirs, successors and assigns of Grantor and City and runs with the land.

Doctrine of Merger. In the event of a finding that the easement rights granted under this covenant and easement agreement would otherwise be extinguished or be of no effect under the doctrine of merger (due to current or future common ownership of the dominant estate property and the servient estate property), the covenant and easement agreement entered into herein shall be considered as a “Covenant Creating an Springing Easement Effective upon Date of Sale”, which will result in the easement as set forth above taking effect at such time as the dominant or servient estates (or portions thereof containing or affected by the easement) are transferred, sold or conveyed in a manner so as to be under separate ownership (ie. such merger due to common ownership shall not result in the extinguishment of this covenant and easement agreement). This covenant shall automatically create the subject easement upon the recording of a deed conveying either the dominant estate property or the servient estate property (or portions thereof containing or affected by the easement) to another party, whether or not the easement is referenced in the deed. From and after the date that the easement thus becomes effective, the easement shall be subject to all terms and conditions contained herein.

Provision Applicable Law. This covenant and easement shall be governed by, and construed in accordance with the laws of the State of Oregon.

Waiver. Failure of either party at any time to require performance of any provision of this covenant and easement shall not limit the parties' right to enforce the provision, nor shall any waiver of any breach of any provision of this covenant and easement be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

Severability. The determination that one or more provisions of this covenant and easement is invalid, void or illegal or unenforceable shall not effect or invalidate the remainder of this easement.

Amendment or Modification. No amendment or modification of this covenant and easement shall be valid unless in writing and signed by all parties hereto. City may vacate this easement in accordance with state law and local ordinance. This easement will not be considered abandoned until City Council has declared (in writing) the easement abandoned and no longer in use by City.

//

//

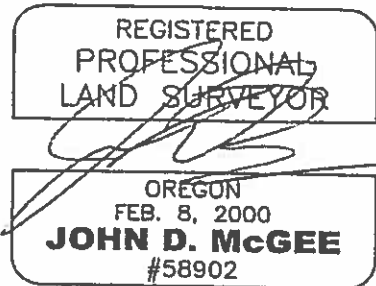
EXHIBIT A

PERMANENT EASEMENT FOR SANITARY SEWER

A 19-foot wide permanent sanitary sewer easement centered on any of that School District #17J property described in Warranty Deed recorded in the office of the Benton County Clerk, Book 152 Page 325, located in the Southeast Quarter of Section 12, Township 12 South, Range 6 West, Willamette Meridian, all in Benton County, Oregon, the centerline of which being more particularly described as:

Beginning at a point on the East Right-of-Way line of 19th Street, said point being South 1°21'23" West, 23.5 feet from a 5/8 inch iron rod at the Southwest corner of "PARCEL 2", Partition Plat 1999-037, a partition of record in Benton County, Oregon; thence South 88°27'37" East 431.37 feet; thence South 44°33'59" East 16.62 feet to the terminus.

The side lines of said easement segments to be extended or shortened to meet at angle points and to begin or terminate at the called boundary lines of said property.



RENEWAL DATE: 12/31/20

5/6

EXHIBIT B SANITARY SEWER EASEMENT

IN THE
S.E. 1/4 S.E. 1/4 SEC. 12, T.12S., R.6W.
PHILOMATH, BENTON COUNTY, OREGON

19TH ST.

S1'21'23"W

FD 5/8" IRON ROD
PER CS 10448

OWNER: PHILOMATH SCHOOL
DISTRICT #17J
TAX LOT 200
MAP 12-6-12 D
DEED: M-246795-98
"PARCEL 2"
PARTITION PLAT 1999-037

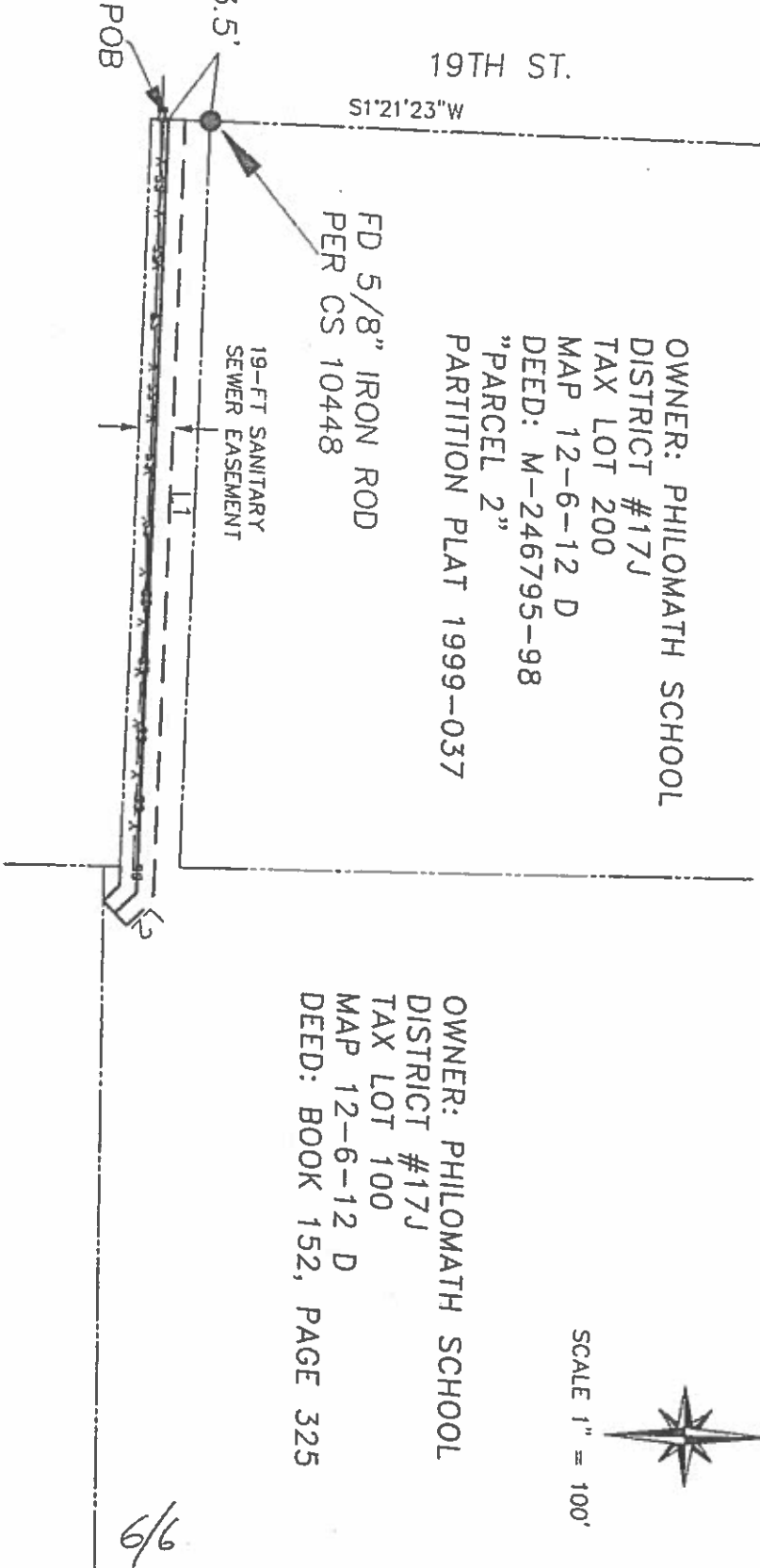
OWNER: PHILOMATH SCHOOL
DISTRICT #17J
TAX LOT 100
MAP 12-6-12 D
DEED: BOOK 152, PAGE 325

SCALE 1" = 100'



23.5'
POB

19-FT SANITARY
SEWER EASEMENT



6/6

JDMcGee, Inc.

Engineering & Surveying
Land Use Planning
Wastewater Design
"Solving Problems for You"

1215 Main Street
PO Box 1472
Philomath, OR 97370
(541) 929-4226
(541) 929-4227 fax

DRAWN BY: KP
JDM PROJECT #: 19-12 B

CHECKED BY: JDM

LEGEND

- RECORD SURVEY BOUNDARY
- EDGE OF EASEMENT
- CENTERLINE OF EASEMENT
- x-x-x- FENCE LINE
- s-s- SANITARY SEWER
- FOUND MONUMENT AS NOTED
- POB POINT OF BEGINNING

LINE TABLE

NUM	BEARING	DISTANCE
L1	S88°27'37"E	431.37'
L2	S44°33'59"E	16.62'

BASIS OF BEARINGS IS CS 10448

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
FEB. 8, 2000
JOHN D. MCGEE
#58902

RENEWAL DATE: 12/31/20

EXHIBIT B SANITARY SEWER EASEMENT

IN THE
S.E. 1/4 S.E. 1/4 SEC. 12, T.12S., R.6W.
PHILOMATH, BENTON COUNTY, OREGON



OWNER: PHILOMATH SCHOOL
DISTRICT #17J
TAX LOT 200
MAP 12-6-12 D
DEED: M-246795-98
"PARCEL 2"
PARTITION PLAT 1999-037

OWNER: PHILOMATH SCHOOL
DISTRICT #17J
TAX LOT 100
MAP 12-6-12 D
DEED: BOOK 152, PAGE 325

19-FT SANITARY
SEWER EASEMENT

FD 5/8" IRON ROD
PER CS 10448

23.5°

POB

JDMcGee, Inc.

Engineering & Surveying
Land Use Planning
Wastewater Design
"Solving Problems for You"

1215 Main Street
PO Box 1472
Philomath, OR 97370
(541) 929-4226
(541) 929-4227 Fax

DRAWN BY: KP
JDM PROJECT #: 19-12 B

CHECKED BY: JDM

- LEGEND**
- RECORD SURVEY BOUNDARY
 - EDGE OF EASEMENT
 - CENTERLINE OF EASEMENT
 - - - - - FENCE LINE
 - SS --- SANITARY SEWER
 - FOUND MONUMENT AS NOTED
 - POB POINT OF BEGINNING

LINE TABLE

NUM	BEARING	DISTANCE
L1	S88°27'37"E	431.37'
L2	S44°33'59"E	16.62'

BASIS OF BEARINGS IS CS 10448

REGISTERED
PROFESSIONAL
LAND SURVEYOR

PRELIMINARY

OREGON
FEB. 8, 2000
JOHN D. MCGEE
#58902

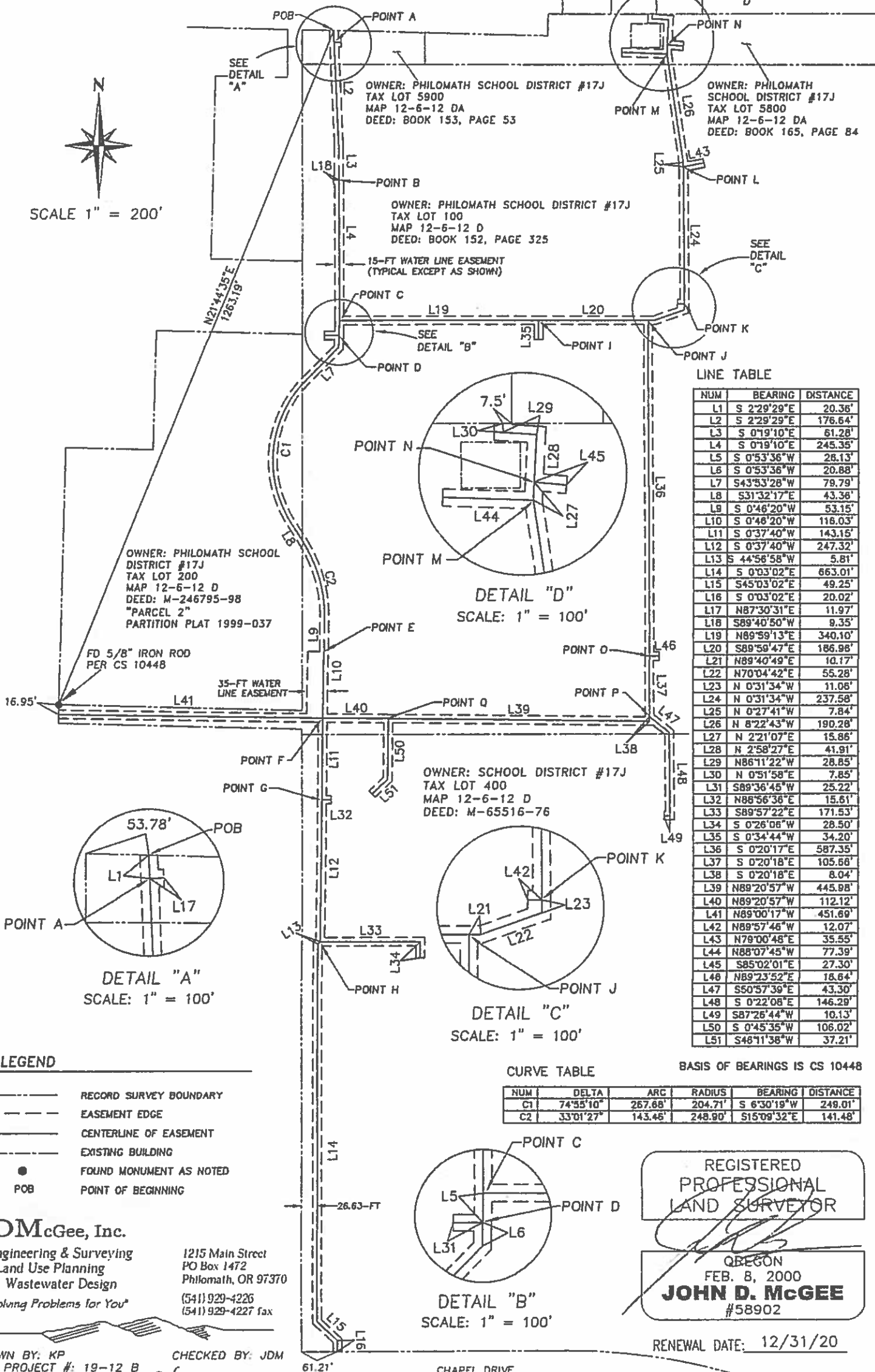
RENEWAL DATE: 12/31/20

EXHIBIT B WATER LINE EASEMENT

IN THE
N.E. 1/4 S.E. 1/4 SEC. 12, T.12S., R.6W. AND
S.E. 1/4 S.E. 1/4 SEC. 12, T. 12S, R.6W, W.M.
PHILOMATH, BENTON COUNTY, OREGON



SCALE 1" = 200'



LINE TABLE

NUM	BEARING	DISTANCE
L1	S 2°29'29"E	20.36'
L2	S 2°29'29"E	176.64'
L3	S 0°19'10"E	61.28'
L4	S 0°19'10"E	245.35'
L5	S 0°53'36"W	28.13'
L6	S 0°53'36"W	20.88'
L7	S 43°53'28"W	79.79'
L8	S 31°32'17"E	43.36'
L9	S 0°46'20"W	53.15'
L10	S 0°46'20"W	116.03'
L11	S 0°37'40"W	143.15'
L12	S 0°37'40"W	247.32'
L13	S 44°56'58"W	5.81'
L14	S 0°03'02"E	663.01'
L15	S 45°03'02"E	49.25'
L16	S 0°03'02"E	20.02'
L17	N 87°30'31"E	11.97'
L18	S 89°40'50"W	9.35'
L19	N 89°59'13"E	340.10'
L20	S 89°59'47"E	186.98'
L21	N 89°40'49"E	10.17'
L22	N 70°04'42"E	55.28'
L23	N 0°31'34"W	11.08'
L24	N 0°31'34"W	237.58'
L25	N 0°27'41"W	7.84'
L26	N 8°22'43"W	190.28'
L27	N 2°21'07"E	15.86'
L28	N 2°58'27"E	41.91'
L29	N 86°11'22"W	28.85'
L30	N 0°51'58"E	7.85'
L31	S 89°36'45"W	25.22'
L32	N 88°56'36"E	15.61'
L33	S 89°57'22"E	171.53'
L34	S 0°26'08"W	28.50'
L35	S 0°34'44"W	34.20'
L36	S 0°20'17"E	587.35'
L37	S 0°20'18"E	105.68'
L38	S 0°20'18"E	8.04'
L39	N 89°20'57"W	445.98'
L40	N 89°20'57"W	112.12'
L41	N 89°00'17"W	451.60'
L42	N 89°57'46"W	12.07'
L43	N 79°00'48"E	35.55'
L44	N 88°07'45"W	77.39'
L45	S 85°02'01"E	27.30'
L46	N 89°23'52"E	16.64'
L47	S 50°57'39"E	43.30'
L48	S 0°22'08"E	146.29'
L49	S 87°26'44"W	10.13'
L50	S 0°45'35"W	106.02'
L51	S 46°11'38"W	37.21'

DETAIL "D"
SCALE: 1" = 100'

DETAIL "C"
SCALE: 1" = 100'

DETAIL "A"
SCALE: 1" = 100'

CURVE TABLE

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	74°55'10"	267.68'	204.71'	S 6°30'19"W	248.01'
C2	33°01'27"	143.46'	248.90'	S15°09'32"E	141.48'

BASIS OF BEARINGS IS CS 10448

LEGEND

- RECORD SURVEY BOUNDARY
- - - - - EASEMENT EDGE
- CENTERLINE OF EASEMENT
- EXISTING BUILDING
- FOUND MONUMENT AS NOTED
- POB POINT OF BEGINNING

JDMcGee, Inc.
Engineering & Surveying
Land Use Planning
Wastewater Design
"Solving Problems for You"

1215 Main Street
PO Box 1472
Philomath, OR 97370
(541) 929-4226
(541) 929-4227 fax

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
FEB. 8, 2000
JOHN D. MCGEE
#58902

DRAWN BY: KP
JDM PROJECT #: 19-12 B

CHECKED BY: JDM

RENEWAL DATE: 12/31/20

8/8

After recording, return to:
Philomath City Recorder
PO Box 400
Philomath, OR 97370

COVENANT FOR PERMANENT WATERLINE EASEMENT & ACCESS EASEMENT

WHEREAS, the owner of record of the Property referenced below is Benton County School District No. 17J (Philomath), hereinafter called "Owner" and "Grantor", and said Owner (or subsequent owner of the lot or property as noted below) shall be subject to a covenant that creates an easement in perpetuity as outlined herein, which is recorded against the Property referenced below.

The undersigned Owner and Grantor does hereby grant to City of Philomath, Benton County, Oregon, a municipal corporation (Grantee), referred to herein as City, a permanent exclusive waterline easement & a permanent non-exclusive maintenance access easement for the construction, reconstruction, operation and maintenance of City utilities, including a waterline and other City utilities (and such other uses not deemed by the City to be incompatible therewith), and all necessary related facilities above, upon and under the following described premises, including the right to utilize routes on and across the Grantor's property as required to access said easement, and subject to the conditions relating to merger as summarized herein:

That portion of the property described in the attached Legal Description labeled "Exhibit A" and map labeled "Exhibit B" (incorporated herein by reference), which is located within the following described property:

- Tracts described in the following Deed Reference Numbers (also see legal description & exhibit map).
 - Book 165 Page 84, Benton County Deed Records
 - Book 153 Page 53, Benton County Deed Records
 - Book 152 Page 325, Benton County Deed Records
 - M-246795-98, Benton County Deed Records.
 - M-65516-76, Benton County Deed Records.

Consideration for this covenant and grant consists wholly of value other than money, including the mutual promises and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged.

This covenant and easements are in gross, for the benefit of the City and afford the City all rights to utilize said easements in perpetuity.

The covenant and utility easement shall include the right of the City, its employees, agents, contractors,

consultants and assigns to have ingress and egress above, upon and under the easement at all times for the purpose of excavating, constructing, installing, operating, repairing, maintaining and removing public or private utilities, including ingress and egress along any all-weather access lanes required by City standards. The City, its employees, agents, contractors, consultants and assigns, shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with access, normal operation or maintenance of said utilities, out of and away from the easement.

From the date of this agreement signature forward, the Grantor agrees not to plant, build, construct, or create (nor permit others to plant, build, construct, or create) any fills, flora, buildings or other structures, including fences or parallel utilities, on the easement that may interfere with the use of the easement for the purposes set forth herein or with the normal operation, inspection, access to or maintenance of the utilities, including excavation for repairs or replacement if necessary. Prohibited structures shall include decks, footings or overhanging portions of structures which are located outside of the easement. The Grantor agrees not to construct cuts or fills within or on the easement area without express written approval by the City, since this will interfere with the use of the easement for the purposes set forth herein. Any such approval by the City (which approval may be granted or withheld at the City's sole discretion), shall be contingent on the Grantor performing all work required by the City in order to mitigate impacts due to such cuts or fills, including reconstructing or resetting the utilities and appurtenances as directed by the City at the Grantor's expense. It is understood and agreed that City may remove (or require removal by the Grantor) any physical obstructions including buildings, overhangs, fences, trees, shrubbery or fill material, and abate any use of the easement if City finds that the physical obstruction or use will interfere with the City utility or City's ability to access, maintain or repair the City utility, and that such removal or abatement may be completed (including if removal by Grantor is required) without recompense to the Grantor(s). Access gates acceptable to the City shall be installed in fences which the City allows to be constructed across the easement. The City acknowledges that Grantor may use the easement area for parking, maintenance access and/or pedestrian access. The City further acknowledges that the all-weather access lane along the waterline alignment serves a dual function as both an access for maintenance of the waterline and access to the school facilities.

With the exception of appurtenances which must be at or above grade, all utilities will be placed underground.

Upon the final acceptance of the installed utility system and related improvements by the City (after any required warranty periods), the City shall be responsible for all further restorations of the premises if at any time the City causes the utilities to be repaired or maintained. The City, upon each and every occasion that the same be repaired, maintained or removed shall restore the premise of the Grantor, by removing all debris and leaving the ground surface in a neat and presentable condition. Grass and topsoil shall be restored as near as feasible to as good a condition as the same were prior to any repair or maintenance by the City.

Owner shall be responsible for maintenance and repair of the all-weather access lane which is provided along (or to provide access to) the City waterline, in a manner and condition to allow the City, its

employees, agents, contractors, consultants and assigns to have vehicular access along said access lane at all times and during all seasons for the purpose of inspecting, maintaining or repairing City waterline and utilities.

Legal Effect. This covenant and easement is binding upon and inures to the benefit of all heirs, successors and assigns of Grantor and City and runs with the land.

Doctrine of Merger. In the event of a finding that the easement rights granted under this covenant and easement agreement would otherwise be extinguished or be of no effect under the doctrine of merger (due to current or future common ownership of the dominant estate property and the servient estate property), the covenant and easement agreement entered into herein shall be considered as a "Covenant Creating an Springing Easement Effective upon Date of Sale", which will result in the easement as set forth above taking effect at such time as the dominant or servient estates (or portions thereof containing or affected by the easement) are transferred, sold or conveyed in a manner so as to be under separate ownership (ie. such merger due to common ownership shall not result in the extinguishment of this covenant and easement agreement). This covenant shall automatically create the subject easement upon the recording of a deed conveying either the dominant estate property or the servient estate property (or portions thereof containing or affected by the easement) to another party, whether or not the easement is referenced in the deed. From and after the date that the easement thus becomes effective, the easement shall be subject to all terms and conditions contained herein.

Provision Applicable Law. This covenant and easement shall be governed by, and construed in accordance with the laws of the State of Oregon.

Waiver. Failure of either party at any time to require performance of any provision of this covenant and easement shall not limit the parties' right to enforce the provision, nor shall any waiver of any breach of any provision of this covenant and easement be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

Severability. The determination that one or more provisions of this covenant and easement is invalid, void or illegal or unenforceable shall not effect or invalidate the remainder of this easement.

Amendment or Modification. No amendment or modification of this covenant and easement shall be valid unless in writing and signed by all parties hereto. City may vacate this easement in accordance with state law and local ordinance. This easement will not be considered abandoned until City Council has declared (in writing) the easement abandoned and no longer in use by City.

//

//

EXHIBIT A

PERMANENT EASEMENT FOR WATER LINE

A permanent water line easement of variable width on any of those School District #17J properties described in Warranty Deeds recorded in the office of the Benton County Clerk, Book 165 Page 84, Book 153 Page 53, Book 152 Page 325, M-246795-98, and M-65516-76, located in the Southeast Quarter of Section 12, Township 12 South, Range 6 West, Willamette Meridian, all in Benton County, Oregon, being more particularly described as:

Beginning at a point on the southerly Right-of-Way of Applegate Street, said point being North 21°44'35" East, 1263.19 feet from a 5/8 inch iron rod at the Southwest corner of "PARCEL 2", Partition Plat 1999-037, a partition of record in Benton County, Oregon.

The first segment of said easement is 15.00 feet wide, centered on the following described line: Beginning at the aforementioned point of beginning; thence South 2°29'29" East 20.36 feet to a water transmission line intersection hereinafter referenced as Point A; thence South 2°29'29" East 176.64 feet; thence South 0°19'10" East 61.28 feet to a water transmission line intersection hereinafter referenced as Point B; thence South 0°19'10" East 245.35 feet to a water transmission line intersection hereinafter referenced as Point C; thence South 0°53'36" West 26.13 feet to a water transmission line intersection hereinafter referenced as Point D; thence South 0°53'36" West 20.88 feet; thence South 43°53'28" West 79.79 feet; thence along an arc of a 204.71 foot Radius circular curve to the left (Chord Bears South 6°30'19" West 249.01 feet) 267.68 feet; thence South 31°32'17" East 43.36 feet; thence along an arc of a 248.90 foot Radius circular curve to the right (Chord Bears South 15°09'32" East 141.48 feet) 143.46 feet; thence South 0°46'20" West 53.15 feet to Point E; at which point the easement width changes to 35.00 feet, 27.5 feet westerly and 7.5 feet easterly of the line described as follows; thence South 0°46'20" West 116.03 feet to Point F; at which point the easement width changes to 15.00 feet, centered on the following described line; thence South 0°37'40" West 143.15 feet to a water transmission line intersection hereinafter referenced as Point G; thence South 0°37'40" West 247.32 feet to a water transmission line intersection hereinafter referenced as Point H; thence South 44°56'58" West 5.81 feet; thence South 0°03'02" East 663.01 feet, 26.63 feet at right angles from and parallel to the West boundary of said School District #17J property described in M-65516-76; thence South 45°03'02" East 49.25 feet; thence South 0°03'02" East 20.02 feet to the easement terminus on the northerly Right-of-Way of Chapel Drive.

TOGETHER WITH:

Beginning at aforementioned Point A, at which point the easement width is 15.00 feet; thence North 87°30'31" East 11.97 feet to the terminus, 7.5 feet easterly of the fire hydrant.

TOGETHER WITH:

Beginning at the aforementioned Point B, at which point the easement width is 15.00 feet; thence South 89°40'50" West 9.35 feet to the terminus, 7.5 feet westerly of the fire hydrant.

TOGETHER WITH:

Beginning at the aforementioned Point C, at which point the easement width is 15.00 feet; thence North 89°59'13" East 340.10 feet to a water transmission line intersection hereinafter referenced as Point I; thence South 89°59'47" East 186.96 feet to a water transmission line intersection hereinafter referenced as

S/E

Point J; thence North 89°40'49" East 10.17 feet; thence North 70°04'42" East 55.28 feet; thence North 0°31'34" West 11.06 feet to a valve at a water transmission line intersection hereinafter referenced as Point K; thence North 0°31'34" West 237.58 feet to a water transmission line intersection hereinafter referenced as Point L; thence North 0°27'41" West 7.84 feet; thence North 8°22'43" West 190.28 feet to a water transmission line intersection hereinafter referenced as Point M; thence North 2°21'07" East 15.86 feet to a water transmission line intersection hereinafter referenced as Point N; thence North 2°58'27" East 41.91 feet; thence North 86°11'22" West 28.85 feet; thence North 0°51'58" East 7.85 feet to the easement terminus on the North of School District #17J property described in Book 165, Page 85.

TOGETHER WITH:

Beginning at the aforementioned Point D, at which point the easement width is 15.00 feet; thence South 89°36'45" West 25.22 feet to the terminus, 7.5 feet westerly of the fire hydrant.

TOGETHER WITH:

Beginning at the aforementioned Point G, at which point the easement width is 15.00 feet; thence North 88°56'36" East 15.61 feet to the terminus, 7.5 feet easterly of the fire hydrant.

TOGETHER WITH:

Beginning at the aforementioned Point H, at which point the easement width is 15.00 feet; thence South 89°57'22" East 171.53 feet; thence South 0°26'06" West 28.50 feet to the terminus, 7.5 feet southerly of the fire hydrant.

TOGETHER WITH:

Beginning at the aforementioned Point I, at which point the easement width is 15.00 feet; thence South 0°34'44" West 34.20 feet to the terminus, 7.5 feet southerly of the fire hydrant.

TOGETHER WITH:

Beginning at the aforementioned Point J, at which point the easement width is 15.00 feet; thence South 0°20'17" East 587.35 feet to a water transmission line intersection hereinafter referenced as Point O; thence South 0°20'18" East 105.66 feet to a water transmission line intersection hereinafter referenced as Point P; thence South 0°20'18" East 8.04 feet; thence North 89°20'57" West 445.98 feet to a water transmission line intersection hereinafter referenced as Point Q; thence North 89°20'57" West 112.12 feet to aforementioned Point F; thence North 89°00'17" West 451.69 feet to the terminus on the East Right-of-Way line of 19th Street.

TOGETHER WITH:

Beginning at the aforementioned Point K, at which point the easement width is 15.00 feet; thence North 89°57'46" West 12.07 feet to the terminus, 7.5 feet westerly of the fire hydrant.

TOGETHER WITH:

Beginning at the aforementioned Point L, at which point the easement width is 15.00 feet; thence North 79°00'48" East 35.55 feet to the terminus, 7.5 feet easterly of the fire hydrant.

TOGETHER WITH:

Beginning at the aforementioned Point M, at which point the easement width is 15.00 feet; thence North 88°07'45" West 77.39 feet to the terminus, 7.5 feet westerly of the fire hydrant.

6/8

TOGETHER WITH:

Beginning at the aforementioned Point N, at which point the easement width is 15.00 feet; thence South 85°02'01" West 27.30 feet to the terminus, 7.0 feet easterly of the water meter.

TOGETHER WITH:

Beginning at the aforementioned Point O, at which point the easement width is 15.00 feet; thence North 89°23'52" East 16.64 feet to the terminus, 7.5 feet easterly of the water meter.

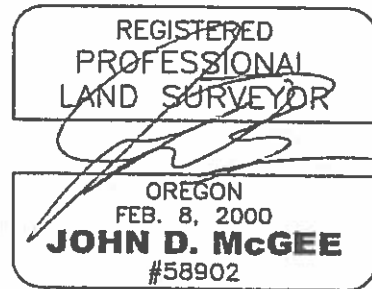
TOGETHER WITH:

Beginning at the aforementioned Point P, at which point the easement width is 15.00 feet; thence South 50°57'39" East 43.30 feet; thence South 0°22'08" East 146.29 feet; thence South 87°26'44" West 10.13 feet to the terminus, 7.5 feet westerly of the fire hydrant.

TOGETHER WITH:

Beginning at the aforementioned Point Q, at which point the easement width is 15.00 feet; thence South 0°45'35" West 106.02 feet; thence South 46°11'38" West 37.21 feet to the terminus, 7.5 feet southwesterly of the fire hydrant.

The side lines of said easement segments to be extended or shortened to meet at angle points and to begin or terminate at the called boundary lines of said properties.

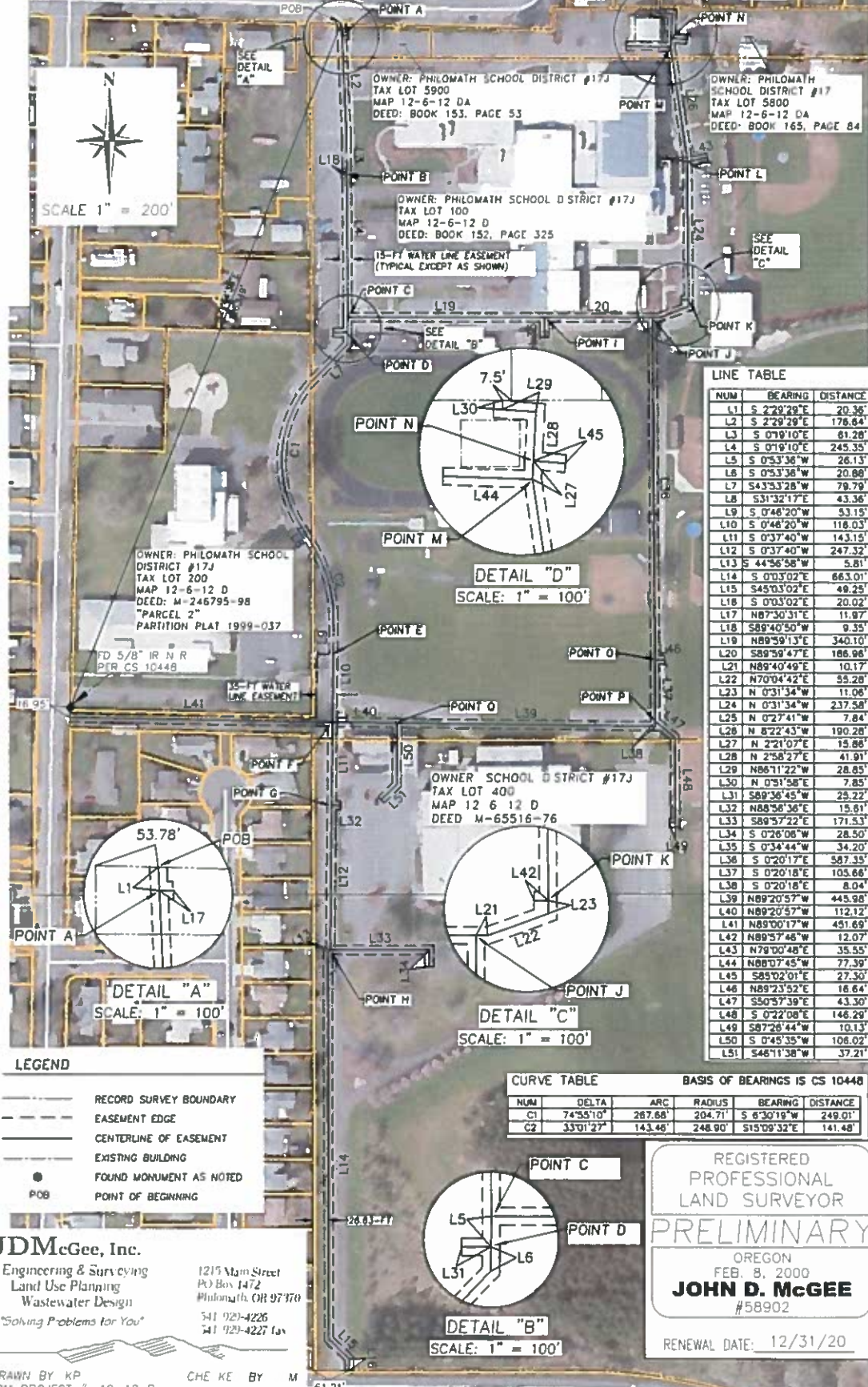


RENEWAL DATE: 12/31/20

7/8

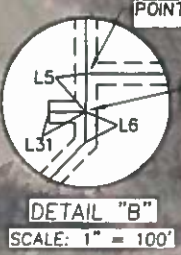
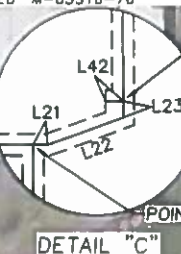
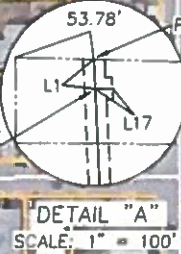
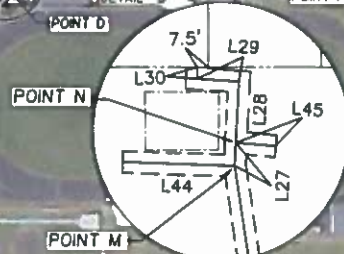
EXHIBIT B WATER LINE EASEMENT

IN THE
N.E. 1/4 SE 1/4 SEC 12, T 12S, R 6W AND
S.E. 1/4 SE 1/4 SEC 12, T 12S, R 6W, WM
PHILOMATH, BENTON COUNTY, OREGON



LINE TABLE

NUM	BEARING	DISTANCE
L1	S 27°29'E	20.36'
L2	S 27°29'E	178.64'
L3	S 07°10'E	61.28'
L4	S 07°10'E	245.35'
L5	S 053°38'W	26.13'
L6	S 053°38'W	20.66'
L7	S43°32'W	79.79'
L8	S31°32'E	43.36'
L9	S 048°20'W	53.15'
L10	S 048°20'W	118.03'
L11	S 037°40'W	143.15'
L12	S 037°40'W	247.32'
L13	S 44°56'58"W	5.81'
L14	S 003°02'E	663.01'
L15	S45°03'02"E	48.25'
L16	S 003°02'E	20.02'
L17	N67°30'31"E	11.87'
L18	S89°40'50"W	9.35'
L19	N89°59'13"E	340.10'
L20	S89°59'47"E	186.98'
L21	N89°40'49"E	10.17'
L22	N70°04'42"E	55.28'
L23	N 031°34'W	11.06'
L24	N 031°34'W	237.58'
L25	N 027°41'W	7.84'
L26	N 822°43'W	190.28'
L27	N 221°07'E	15.86'
L28	N 258°27'E	41.91'
L29	N86°11'22"W	28.85'
L30	N 031°58'E	7.85'
L31	S89°36'45"W	25.22'
L32	N88°58'36"E	15.61'
L33	S89°57'22"E	171.53'
L34	S 026°08'W	28.50'
L35	S 034°44'W	34.20'
L36	S 020°17'E	587.35'
L37	S 020°18'E	105.66'
L38	S 020°18'E	8.04'
L39	N89°20'57"W	445.98'
L40	N89°20'57"W	112.12'
L41	N89°00'17"W	451.69'
L42	N89°57'48"W	12.07'
L43	N79°00'48"E	35.55'
L44	N88°07'45"W	77.39'
L45	S89°02'01"E	27.30'
L46	N89°23'52"E	16.64'
L47	S50°37'39"E	43.30'
L48	S 022°08'E	146.29'
L49	S87°26'44"W	10.13'
L50	S 045°35'W	106.02'
L51	S48°11'38"W	37.21'



LEGEND

- RECORD SURVEY BOUNDARY
- - - EASEMENT EDGE
- CENTERLINE OF EASEMENT
- EXISTING BUILDING
- FOUND MONUMENT AS NOTED
- POB POINT OF BEGINNING

CURVE TABLE BASIS OF BEARINGS IS CS 10448

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	74°55'10"	267.68'	204.71'	S 6°30'16"W	249.01'
C2	33°01'27"	143.46'	248.90'	S15°09'32"E	141.48'

REGISTERED
PROFESSIONAL
LAND SURVEYOR
PRELIMINARY
OREGON
FEB. 8, 2000
JOHN D. MCGEE
#58902
RENEWAL DATE: 12/31/20

JDMcGee, Inc.
Engineering & Surveying
Land Use Planning
Wastewater Design
"Solving Problems for You"

1215 Main Street
PO Box 1472
Philomath, OR 97170
541 921-4226
541 921-4227 fax

DRAWN BY KP
JDM PROJECT # 19-12 B
CHECKED BY M

After recording, return to:

Philomath City Recorder
PO Box 400
Philomath, OR 97370

**COVENANT FOR PERMANENT STORM DRAINAGE EASEMENT
& ACCESS EASEMENT**

WHEREAS, the owner of record of the Property referenced below is Benton County School District No. 17J (Philomath), hereinafter called "Owner" and "Grantor", and said Owner (or subsequent owner of the lot or property as noted below) shall be subject to a covenant that creates an easement in perpetuity as outlined herein, which is recorded against the Property referenced below.

The undersigned Owner and Grantor does hereby grant to City of Philomath, Benton County, Oregon, a municipal corporation (Grantee), referred to herein as City, a permanent exclusive storm drainage easement & a permanent non-exclusive maintenance access easement for the construction, reconstruction, operation and maintenance of City utilities, including a storm drain line and other City utilities (and such other uses not deemed by the City to be incompatible therewith), and all necessary related facilities above, upon and under the following described premises, including the right to utilize routes on and across the Grantor's property as required to access said easement, and subject to the conditions relating to merger as summarized herein:

That portion of the property described in the attached Legal Description labeled "Exhibit A" and map labeled "Exhibit B" (incorporated herein by reference), which is located within the following described property:

- Tracts described in the following Deed Reference Numbers (also see legal description & exhibit map).
 - Book 125 Page 207, Benton County Deed Records
 - Book 169 Page 586, Benton County Deed Records

Consideration for this covenant and grant consists wholly of value other than money, including the mutual promises and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged.

This covenant and easements are in gross, for the benefit of the City and afford the City all rights to utilize said easements in perpetuity.

The covenant and utility easement shall include the right of the City, its employees, agents, contractors, consultants and assigns to have ingress and egress above, upon and under the easement at all times for the purpose of excavating, constructing, installing, operating, repairing, maintaining and removing public or

private utilities, including ingress and egress along any all-weather access lanes required by City standards. The City, its employees, agents, contractors, consultants and assigns, shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with access, normal operation or maintenance of said utilities, out of and away from the easement.

From the date of this agreement signature forward, the Grantor agrees not to plant, build, construct, or create (nor permit others to plant, build, construct, or create) any fills, flora, buildings or other structures, including fences or parallel utilities, on the easement that may interfere with the use of the easement for the purposes set forth herein or with the normal operation, inspection, access to or maintenance of the utilities, including excavation for repairs or replacement if necessary. Prohibited structures shall include decks, footings or overhanging portions of structures which are located outside of the easement. The Grantor agrees not to construct cuts or fills within or on the easement area without express written approval by the City, since this will interfere with the use of the easement for the purposes set forth herein. Any such approval by the City (which approval may be granted or withheld at the City's sole discretion), shall be contingent on the Grantor performing all work required by the City in order to mitigate impacts due to such cuts or fills, including reconstructing or resetting the utilities and appurtenances as directed by the City at the Grantor's expense. It is understood and agreed that City may remove (or require removal by the Grantor) any physical obstructions including buildings, overhangs, fences, trees, shrubbery or fill material, and abate any use of the easement if City finds that the physical obstruction or use will interfere with the City utility or City's ability to access, maintain or repair the City utility, and that such removal or abatement may be completed (including if removal by Grantor is required) without recompense to the Grantor(s). Access gates acceptable to the City shall be installed in fences which the City allows to be constructed across the easement. The City acknowledges that Grantor may use the easement area for parking, maintenance access and/or pedestrian access. The City further acknowledges that the all-weather access lane along the storm drainage line alignment serves a dual function as both an access for maintenance of the storm drain line and access to the school facilities.

With the exception of appurtenances which must be at or above grade, all utilities will be placed underground.

Upon the final acceptance of the installed utility system and related improvements by the City (after any required warranty periods), the City shall be responsible for all further restorations of the premises if at any time the City causes the utilities to be repaired or maintained. The City, upon each and every occasion that the same be repaired, maintained or removed shall restore the premise of the Grantor, by removing all debris and leaving the ground surface in a neat and presentable condition. Grass and topsoil shall be restored as near as feasible to as good a condition as the same were prior to any repair or maintenance by the City.

Owner shall be responsible for maintenance and repair of the all-weather access lane which is provided along (or to provide access to) the City storm drain line, in a manner and condition to allow the City, its employees, agents, contractors, consultants and assigns to have vehicular access along said access lane at all times and during all seasons for the purpose of inspecting, maintaining or repairing City storm drain line and

utilities.

Legal Effect. This covenant and easement is binding upon and inures to the benefit of all heirs, successors and assigns of Grantor and City and runs with the land.

Doctrine of Merger. In the event of a finding that the easement rights granted under this covenant and easement agreement would otherwise be extinguished or be of no effect under the doctrine of merger (due to current or future common ownership of the dominant estate property and the servient estate property), the covenant and easement agreement entered into herein shall be considered as a “Covenant Creating an Springing Easement Effective upon Date of Sale”, which will result in the easement as set forth above taking effect at such time as the dominant or servient estates (or portions thereof containing or affected by the easement) are transferred, sold or conveyed in a manner so as to be under separate ownership (ie. such merger due to common ownership shall not result in the extinguishment of this covenant and easement agreement). This covenant shall automatically create the subject easement upon the recording of a deed conveying either the dominant estate property or the servient estate property (or portions thereof containing or affected by the easement) to another party, whether or not the easement is referenced in the deed. From and after the date that the easement thus becomes effective, the easement shall be subject to all terms and conditions contained herein.

Provision Applicable Law. This covenant and easement shall be governed by, and construed in accordance with the laws of the State of Oregon.

Waiver. Failure of either party at any time to require performance of any provision of this covenant and easement shall not limit the parties' right to enforce the provision, nor shall any waiver of any breach of any provision of this covenant and easement be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

Severability. The determination that one or more provisions of this covenant and easement is invalid, void or illegal or unenforceable shall not effect or invalidate the remainder of this easement.

Amendment or Modification. No amendment or modification of this covenant and easement shall be valid unless in writing and signed by all parties hereto. City may vacate this easement in accordance with state law and local ordinance. This easement will not be considered abandoned until City Council has declared (in writing) the easement abandoned and no longer in use by City.

//

//

The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

WITNESS our hands and seals this ____ day of _____, 20__.

(Printed Name of Grantors)

(Signature of Grantors)

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 20__, by _____,
as _____ of Benton County School District No. 17J (Philomath).

(Notary Signature)
Notary Public – State of Oregon
My Commission Expires: _____

City of Philomath approves & accepts this conveyance:

Philomath City Manager

Date

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 20__, by _____
as City Manager of City of Philomath, Oregon.

(Notary Signature)
Notary Public – State of Oregon
My Commission Expires: _____

Public Works (Initial) _____

City Engineer (Initial) _____ (if modified)

EXHIBIT A

PERMANENT EASEMENT FOR STORM DRAINAGE

A 12-foot wide permanent storm drain easement centered on the as-constructed-pipeline on School District #17J properties described in Warranty Deeds recorded in the office of the Benton County Clerk, Book 125 Page 207, and Book 169 Page 586, located in the Southeast Quarter of Section 12, Township 12 South, Range 6 West, Willamette Meridian, all in Benton County, Oregon, the centerline of which being more particularly described as:

Beginning at a point on the southerly boundary line of said School District #17J property described in Book 125 Page 207, said point being North 88°35'35" West 15.54 feet from the southeast corner of said School District #17J property; thence South 6°21'03" East 62.87 feet to the terminus, 6 feet southerly of the storm drain outfall.

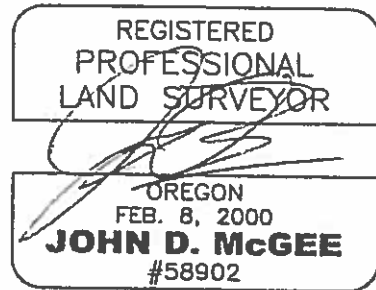
TOGETHER WITH:

Beginning at the aforementioned point of beginning; thence North 2°39'09" East 381.36 feet; thence North 1°14'23" East 376.58 feet to a storm drain manhole; thence North 58°38'53" West 22.15 feet to a storm drain line intersection hereinafter referenced as Point A; thence North 58°38'53" West 68.67 feet; thence North 10°55'40" East 6.97 feet to the easement terminus on the South Right-Of-Way of Applegate Street.

TOGETHER WITH:

Beginning at aforementioned Point A; thence North 2°15'35" East 30.47 feet to the terminus, 6 feet northerly of the catch basin.

The side lines of said easement segments to be extended or shortened to meet at angle points and to begin or terminate at the called boundary lines of said property.



RENEWAL DATE: 12/31/20

EXHIBIT B DRAINAGE EASEMENT

IN THE
N.W. 1/4 S.E. 1/4 SEC. 12, T.12S., R.6W., AND
S.W. 1/4 S.E. 1/4 SEC. 12, T.12S., R.6W. W.M.
PHILOMATH, BENTON COUNTY, OREGON

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
FEB. 8, 2000
JOHN D. MCGEE
#58902

RENEWAL DATE: 12/31/20



SCALE 1" = 100'

LINE TABLE

NUM	BEARING	DISTANCE
L1	S 6°21'03"E	62.87'
L2	N 2°39'09"E	381.36'
L3	N 1°14'23"E	376.58'
L4	N58°38'53"W	22.15'
L5	N58°38'53"W	68.67'
L6	N10°55'40"E	6.97'
L7	N 2°15'35"E	30.47'

BASIS OF BEARINGS IS CS 9920

LEGEND

- RECORD SURVEY BOUNDARY
- - - - - EDGE OF EASEMENT
- _____ CENTERLINE OF EASEMENT
- POB POINT OF BEGINNING

JDMcGee, Inc.

Engineering & Surveying
Land Use Planning
Wastewater Design

"Solving Problems for You"

1215 Main Street
PO Box 1472
Philomath, OR 97370
(541) 929-4226
(541) 929-4227 Fax

DRAWN BY: KP
JDM PROJECT #: 19-12 B

CHECKED BY: JDM

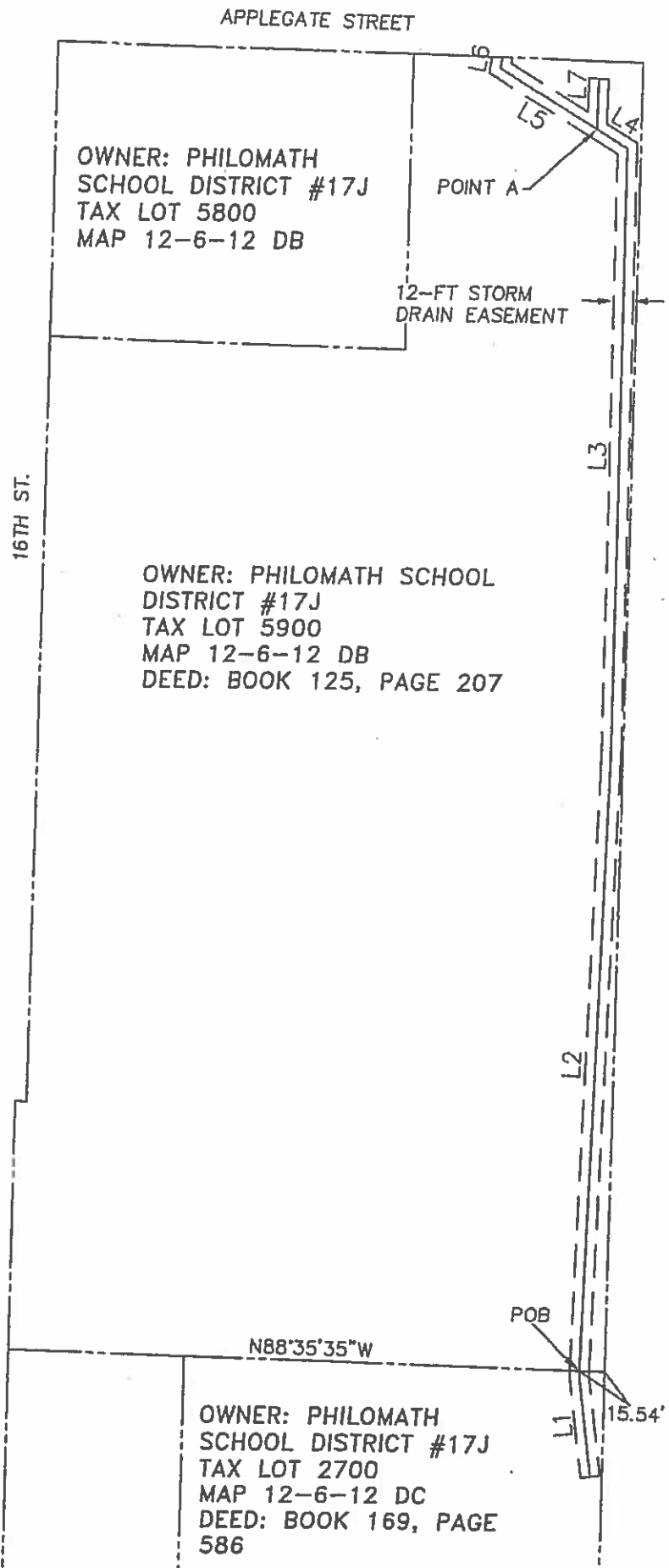


EXHIBIT B
DRAINAGE EASEMENT

IN THE
 N.W. 1/4 S.E. 1/4 SEC. 12, T.12S., R.6W., AND
 S.W. 1/4 S.E. 1/4 SEC. 12, T.12S., R.6W. W.M.
 PHILOMATH, BENTON COUNTY, OREGON

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

PRELIMINARY

OREGON
 FEB. 8, 2000
JOHN D. McGEE
 #58902

RENEWAL DATE: 12/31/20

EASEMENT LINE TABLE

NUM	BEARING	DISTANCE
L1	S 1°22'56"W	64.27'
L2	S83°38'57"W	13.21'
L3	N 6°21'03"W	63.35'
L4	N 2°39'09"E	384.78'
L5	N 1°14'23"E	373.12'
L6	N58°38'53"W	91.54'
L7	N10°55'40"E	10.01'
L8	S88°30'30"E	12.16'
L9	S10°55'40"W	3.67'
L10	S58°38'53"E	54.30'
L11	N 2°15'35"E	20.27'
L12	S87°44'25"E	12.00'
L13	S 2°15'35"W	26.94'
L14	S58°38'53"E	24.43'
L15	S 1°22'56"W	760.31'

BASIS OF BEARINGS IS CS 9920

LEGEND

- RECORD SURVEY BOUNDARY
- - - EDGE OF EASEMENT
- POB POINT OF BEGINNING

JDMcGee, Inc.

Engineering & Surveying
 Land Use Planning
 Wastewater Design

"Solving Problems for You"

1215 Main Street
 PO Box 1472
 Philomath, OR 97370
 (541) 929-4226
 (541) 929-4227 fax

DRAWN BY: KP
 JDM PROJECT #: 19-12 B

CHECKED BY: JDM



OWNER: PHILOMATH
 SCHOOL DISTRICT #17J
 TAX LOT 5800
 MAP 12-6-12 DB

OWNER: PHILOMATH SCHOOL
 DISTRICT #17J
 TAX LOT 5900
 MAP 12-6-12 DB
 DEED: BOOK 125, PAGE 207

OWNER: PHILOMATH
 SCHOOL DISTRICT #17J
 TAX LOT 2700
 MAP 12-6-12 DC
 DEED: BOOK 169, PAGE
 586

After recording, return to:
Philomath City Recorder
PO Box 400
Philomath, OR 97370

COVENANT FOR PERMANENT SANITARY SEWER EASEMENT & ACCESS EASEMENT

WHEREAS, the owner of record of the Property referenced below is Benton County School District No. 17J (Philomath), hereinafter called "Owner" and "Grantor", and said Owner (or subsequent owner of the lot or property as noted below) shall be subject to a covenant that creates an easement in perpetuity as outlined herein, which is recorded against the Property referenced below.

The undersigned Owner and Grantor does hereby grant to City of Philomath, Benton County, Oregon, a municipal corporation (Grantee), referred to herein as City, a permanent exclusive sanitary sewer easement & a permanent non-exclusive maintenance access easement for the construction, reconstruction, operation and maintenance of City utilities, including a sewer main and other City utilities (and such other uses not deemed by the City to be incompatible therewith), and all necessary related facilities above, upon and under the following described premises, including the right to utilize routes on and across the Grantor's property as required to access said easement, and subject to the conditions relating to merger as summarized herein:

That portion of the property described in the attached Legal Description labeled "Exhibit A" and map labeled "Exhibit B" (incorporated herein by reference), which is located within the following described property:

- Tracts described in the following Deed Reference Numbers (also see legal description & exhibit map).
 - Book 125 Page 207, Benton County Deed Records
 - Book 169 Page 586, Benton County Deed Records

Consideration for this covenant and grant consists wholly of value other than money, including the mutual promises and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged.

This covenant and easements are in gross, for the benefit of the City and afford the City all rights to utilize said easements in perpetuity.

The covenant and utility easement shall include the right of the City, its employees, agents, contractors, consultants and assigns to have ingress and egress above, upon and under the easement at all times for the purpose of excavating, constructing, installing, operating, repairing, maintaining and removing public or private utilities, including ingress and egress along any all-weather access lanes required by City standards.

The City, its employees, agents, contractors, consultants and assigns, shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with access, normal operation or maintenance of said utilities, out of and away from the easement.

From the date of this agreement signature forward, the Grantor agrees not to plant, build, construct, or create (nor permit others to plant, build, construct, or create) any fills, flora, buildings or other structures, including fences or parallel utilities, on the easement that may interfere with the use of the easement for the purposes set forth herein or with the normal operation, inspection, access to or maintenance of the utilities, including excavation for repairs or replacement if necessary. Prohibited structures shall include decks, footings or overhanging portions of structures which are located outside of the easement. The Grantor agrees not to construct cuts or fills within or on the easement area without express written approval by the City, since this will interfere with the use of the easement for the purposes set forth herein. Any such approval by the City (which approval may be granted or withheld at the City's sole discretion), shall be contingent on the Grantor performing all work required by the City in order to mitigate impacts due to such cuts or fills, including reconstructing or resetting the utilities and appurtenances as directed by the City at the Grantor's expense. It is understood and agreed that City may remove (or require removal by the Grantor) any physical obstructions including buildings, overhangs, fences, trees, shrubbery or fill material, and abate any use of the easement if City finds that the physical obstruction or use will interfere with the City utility or City's ability to access, maintain or repair the City utility, and that such removal or abatement may be completed (including if removal by Grantor is required) without recompense to the Grantor(s). Access gates acceptable to the City shall be installed in fences which the City allows to be constructed across the easement. The City acknowledges that Grantor may use the easement area for parking, maintenance access and/or pedestrian access. The City further acknowledges that the all-weather access lane along the sewer main serves a dual function as both an access for maintenance of the sewer main and access to the school facilities.

With the exception of appurtenances which must be at or above grade, all utilities will be placed underground.

Upon the final acceptance of the installed utility system and related improvements by the City (after any required warranty periods), the City shall be responsible for all further restorations of the premises if at any time the City causes the utilities to be repaired or maintained. The City, upon each and every occasion that the same be repaired, maintained or removed shall restore the premise of the Grantor, by removing all debris and leaving the ground surface in a neat and presentable condition. Grass and topsoil shall be restored as near as feasible to as good a condition as the same were prior to any repair or maintenance by the City.

Owner shall be responsible for maintenance and repair of the all-weather access lane which is provided along (or to provide access to) the City sewer main, in a manner and condition to allow the City, its employees, agents, contractors, consultants and assigns to have vehicular access along said access lane at all times and during all seasons for the purpose of inspecting, maintaining or repairing City sewer main and utilities.

Legal Effect. This covenant and easement is binding upon and inures to the benefit of all heirs, successors and assigns of Grantor and City and runs with the land.

Doctrine of Merger. In the event of a finding that the easement rights granted under this covenant and easement agreement would otherwise be extinguished or be of no effect under the doctrine of merger (due to current or future common ownership of the dominant estate property and the servient estate property), the covenant and easement agreement entered into herein shall be considered as a “Covenant Creating an Springing Easement Effective upon Date of Sale”, which will result in the easement as set forth above taking effect at such time as the dominant or servient estates (or portions thereof containing or affected by the easement) are transferred, sold or conveyed in a manner so as to be under separate ownership (ie. such merger due to common ownership shall not result in the extinguishment of this covenant and easement agreement). This covenant shall automatically create the subject easement upon the recording of a deed conveying either the dominant estate property or the servient estate property (or portions thereof containing or affected by the easement) to another party, whether or not the easement is referenced in the deed. From and after the date that the easement thus becomes effective, the easement shall be subject to all terms and conditions contained herein.

Provision Applicable Law. This covenant and easement shall be governed by, and construed in accordance with the laws of the State of Oregon.

Waiver. Failure of either party at any time to require performance of any provision of this covenant and easement shall not limit the parties' right to enforce the provision, nor shall any waiver of any breach of any provision of this covenant and easement be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

Severability. The determination that one or more provisions of this covenant and easement is invalid, void or illegal or unenforceable shall not effect or invalidate the remainder of this easement.

Amendment or Modification. No amendment or modification of this covenant and easement shall be valid unless in writing and signed by all parties hereto. City may vacate this easement in accordance with state law and local ordinance. This easement will not be considered abandoned until City Council has declared (in writing) the easement abandoned and no longer in use by City.

//

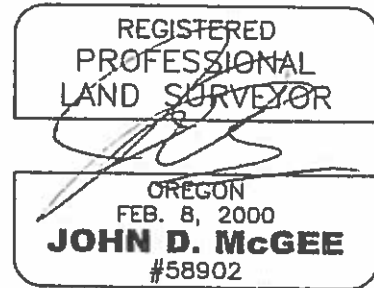
//

EXHIBIT A

PERMANENT EASEMENT FOR SANITARY SEWER

A permanent sanitary sewer easement on any of those School District # 17J properties described in Warranty Deeds recorded in the office of the Benton County Clerk, Book 125 Page 207, and Book 169 Page 586 located in the Southeast Quarter of Section 12, Township 12 South, Range 6 West, Willamette Meridian, all in Benton County, Oregon, being more particularly described as:

Beginning at a point on the East boundary line of said School District #17J property described in Book 169 Page 586, said point being South 1°22'56" West 11.05 feet from the northeast corner of said School District #17J property; thence South 1°22'56" West, along said boundary line, 41.26 feet; thence leaving said East boundary line, North 82°12'10" West 220.20 feet; thence North 88°24'30" West 40.73 feet to the West boundary line of said property; thence North 1°25'40" East, along said boundary line, 27.67 feet to the northerly northwestern corner of said property; thence North 88°35'35" West, along the South boundary line of said School District #17J property described in Book 125 Page 207, 108.57 feet to the southwest corner of said property; thence North 1°25'53" East, along the West boundary line of said property, 13.68 feet; thence leaving said boundary line, South 88°24'30" East 151.64 feet; thence South 82°12'10" East 118.53 feet to the South boundary line of said property; thence South 82°12'10" East 99.29 feet to the point of beginning.



RENEWAL DATE: 12/31/20

5/6

EXHIBIT B SANITARY SEWER EASEMENT

IN THE
N.W. 1/4 S.E. 1/4 SEC. 12, T.12S., R.6W. AND
S.W. 1/4 S.E. 1/4 SEC. 12, T.12S., R.6W., W.M.
PHILOMATH, BENTON COUNTY, OREGON

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
FEB. 8, 2000
JOHN D. McGEE
#58902

RENEWAL DATE: 12/31/20



SCALE 1" = 100'

LINE TABLE

NUM	BEARING	DISTANCE
L1	S 1°22'56"W	41.26'
L2	N82°12'10"W	220.20'
L3	N88°24'30"W	40.73'
L4	N 1°25'40"E	27.67'
L5	N88°35'35"W	108.57'
L6	N 1°25'53"E	13.68'
L7	S88°24'30"E	151.64'
L8	S82°12'10"E	118.53'
L9	S82°12'10"E	99.29'

BASIS OF BEARINGS IS CS 9920

LEGEND

- RECORD SURVEY BOUNDARY
- EDGE OF EASEMENT
- EASEMENT AREA
- SANITARY SEWER LINE
- POB

JDMcGee, Inc.

Engineering & Surveying
Land Use Planning
Wastewater Design

1215 Main Street
PO Box 1472
Philomath, OR 97370
(541) 929-4226
(541) 929-4227 fax

"Solving Problems for You"

DRAWN BY: KP
JDM PROJECT #: 19-12 B

CHECKED BY: JDM

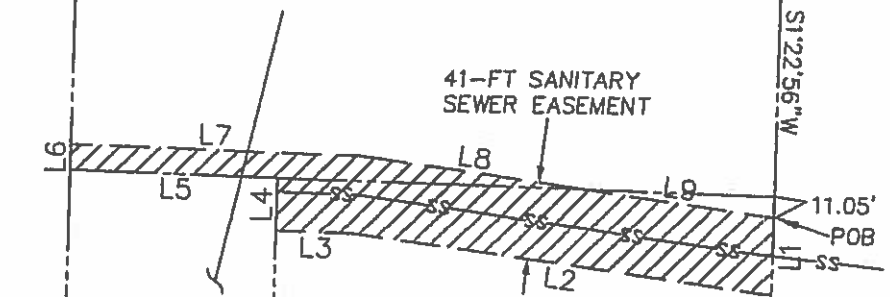
6/6

16TH ST.

OWNER: PHILOMATH SCHOOL
DISTRICT #17J
TAX LOT 5900
MAP 12-6-12 DB
DEED: BOOK 125, PAGE 207

OWNER: CITY OF PHILOMATH
TAX LOT 2600
MAP 12-6-12 DC
DEED: BOOK 135 PAGE 286

41-FT SANITARY
SEWER EASEMENT



OWNER: PHILOMATH
SCHOOL DISTRICT #17J
TAX LOT 2700
MAP 12-6-12 DC
DEED: BOOK 169, PAGE 586

S1°22'56"W

11.05'
POB

EXHIBIT B
SANITARY SEWER EASEMENT

IN THE
 N.W. 1/4 S.E. 1/4 SEC. 12, T.12S., R.6W. AND
 S.W. 1/4 S.E. 1/4 SEC. 12, T.12S., R.6W., W.M.
 PHILOMATH, BENTON COUNTY, OREGON

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
PRELIMINARY
 OREGON
 FEB. 8, 2000
JOHN D. McGEE
 #58902

RENEWAL DATE: 12/31/20



SCALE 1" = 100'

LINE TABLE

NUM	BEARING	DISTANCE
L1	S 1°22'56"W	41.26'
L2	N82°12'10"W	220.20'
L3	N88°24'30"W	40.73'
L4	N 1°25'40"E	27.67'
L5	N88°35'35"W	108.57'
L6	N 1°25'53"E	13.68'
L7	S88°24'30"E	151.64'
L8	S82°12'10"E	118.53'
L9	S82°12'10"E	99.29'

BASIS OF BEARINGS IS CS 9920

LEGEND

- RECORD SURVEY BOUNDARY
- EDGE OF EASEMENT
- EASEMENT AREA
- SS— SANITARY SEWER LINE
- POB POINT OF BEGINNING

JDMcGee, Inc.

Engineering & Surveying
 Land Use Planning
 Wastewater Design

"Solving Problems for You"

1215 Main Street
 PO Box 1472
 Philomath, OR 97370
 (541) 929-4226
 (541) 929-4227 fax

DRAWN BY: KP
 JDM PROJECT #: 19-12 B

CHECKED BY: JDM



After recording, return to:
Philomath City Recorder
PO Box 400
Philomath, OR 97370

COVENANT FOR PERMANENT WATERLINE EASEMENT & ACCESS EASEMENT

WHEREAS, the owner of record of the Property referenced below is Benton County School District No. 17J (Philomath), hereinafter called "Owner" and "Grantor", and said Owner (or subsequent owner of the lot or property as noted below) shall be subject to a covenant that creates an easement in perpetuity as outlined herein, which is recorded against the Property referenced below.

The undersigned Owner and Grantor does hereby grant to City of Philomath, Benton County, Oregon, a municipal corporation (Grantee), referred to herein as City, a permanent exclusive waterline easement & a permanent non-exclusive maintenance access easement for the construction, reconstruction, operation and maintenance of City utilities, including a waterline and other City utilities (and such other uses not deemed by the City to be incompatible therewith), and all necessary related facilities above, upon and under the following described premises, including the right to utilize routes on and across the Grantor's property as required to access said easement, and subject to the conditions relating to merger as summarized herein:

That portion of the property described in the attached Legal Description labeled "Exhibit A" and map labeled "Exhibit B" (incorporated herein by reference), which is located within the following described property:

- Tracts described in the following Deed Reference Numbers (also see legal description & exhibit map).
 - o Book 125 Page 207, Benton County Deed Records

Consideration for this covenant and grant consists wholly of value other than money, including the mutual promises and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged.

This covenant and easements are in gross, for the benefit of the City and afford the City all rights to utilize said easements in perpetuity.

The covenant and utility easement shall include the right of the City, its employees, agents, contractors, consultants and assigns to have ingress and egress above, upon and under the easement at all times for the purpose of excavating, constructing, installing, operating, repairing, maintaining and removing public or private utilities, including ingress and egress along any all-weather access lanes required by City standards. The City, its employees, agents, contractors, consultants and assigns, shall have the right to clear and keep

clear all trees, undergrowth, and other obstructions that may interfere with access, normal operation or maintenance of said utilities, out of and away from the easement.

From the date of this agreement signature forward, the Grantor agrees not to plant, build, construct, or create (nor permit others to plant, build, construct, or create) any fills, flora, buildings or other structures, including fences or parallel utilities, on the easement that may interfere with the use of the easement for the purposes set forth herein or with the normal operation, inspection, access to or maintenance of the utilities, including excavation for repairs or replacement if necessary. Prohibited structures shall include decks, footings or overhanging portions of structures which are located outside of the easement. The Grantor agrees not to construct cuts or fills within or on the easement area without express written approval by the City, since this will interfere with the use of the easement for the purposes set forth herein. Any such approval by the City (which approval may be granted or withheld at the City's sole discretion), shall be contingent on the Grantor performing all work required by the City in order to mitigate impacts due to such cuts or fills, including reconstructing or resetting the utilities and appurtenances as directed by the City at the Grantor's expense. It is understood and agreed that City may remove (or require removal by the Grantor) any physical obstructions including buildings, overhangs, fences, trees, shrubbery or fill material, and abate any use of the easement if City finds that the physical obstruction or use will interfere with the City utility or City's ability to access, maintain or repair the City utility, and that such removal or abatement may be completed (including if removal by Grantor is required) without recompense to the Grantor(s). Access gates acceptable to the City shall be installed in fences which the City allows to be constructed across the easement. The City acknowledges that Grantor may use the easement area for parking, maintenance access and/or pedestrian access. The City further acknowledges that the all-weather access lane along the waterline alignment serves a dual function as both an access for maintenance of the waterline and access to the school facilities.

With the exception of appurtenances which must be at or above grade, all utilities will be placed underground.

Upon the final acceptance of the installed utility system and related improvements by the City (after any required warranty periods), the City shall be responsible for all further restorations of the premises if at any time the City causes the utilities to be repaired or maintained. The City, upon each and every occasion that the same be repaired, maintained or removed shall restore the premise of the Grantor, by removing all debris and leaving the ground surface in a neat and presentable condition. Grass and topsoil shall be restored as near as feasible to as good a condition as the same were prior to any repair or maintenance by the City.

Owner shall be responsible for maintenance and repair of the all-weather access lane which is provided along (or to provide access to) the City waterline, in a manner and condition to allow the City, its employees, agents, contractors, consultants and assigns to have vehicular access along said access lane at all times and during all seasons for the purpose of inspecting, maintaining or repairing City waterline and utilities.

Legal Effect. This covenant and easement is binding upon and inures to the benefit of all heirs, successors and assigns of Grantor and City and runs with the land.

Doctrine of Merger. In the event of a finding that the easement rights granted under this covenant and easement agreement would otherwise be extinguished or be of no effect under the doctrine of merger (due to current or future common ownership of the dominant estate property and the servient estate property), the covenant and easement agreement entered into herein shall be considered as a "Covenant Creating an Springing Easement Effective upon Date of Sale", which will result in the easement as set forth above taking effect at such time as the dominant or servient estates (or portions thereof containing or affected by the easement) are transferred, sold or conveyed in a manner so as to be under separate ownership (ie. such merger due to common ownership shall not result in the extinguishment of this covenant and easement agreement). This covenant shall automatically create the subject easement upon the recording of a deed conveying either the dominant estate property or the servient estate property (or portions thereof containing or affected by the easement) to another party, whether or not the easement is referenced in the deed. From and after the date that the easement thus becomes effective, the easement shall be subject to all terms and conditions contained herein.

Provision Applicable Law. This covenant and easement shall be governed by, and construed in accordance with the laws of the State of Oregon.

Waiver. Failure of either party at any time to require performance of any provision of this covenant and easement shall not limit the parties' right to enforce the provision, nor shall any waiver of any breach of any provision of this covenant and easement be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

Severability. The determination that one or more provisions of this covenant and easement is invalid, void or illegal or unenforceable shall not effect or invalidate the remainder of this easement.

Amendment or Modification. No amendment or modification of this covenant and easement shall be valid unless in writing and signed by all parties hereto. City may vacate this easement in accordance with state law and local ordinance. This easement will not be considered abandoned until City Council has declared (in writing) the easement abandoned and no longer in use by City.

//

//

EXHIBIT A

PERMANENT EASEMENT FOR WATER LINE

A 15-foot wide permanent water line easement centered on the as-constructed-pipeline on any of that School District #17J property described in Warranty Deed recorded in the office of the Benton County Clerk, Book 125 Page 207, located in the Southeast Quarter of Section 12, Township 12 South, Range 6 West, Willamette Meridian, all in Benton County, Oregon, the centerline of which being more particularly described as:

Beginning at a point on the easterly Right-Of-Way of 16th Street, said point being North 59°01'02" West, 415.10 feet from the southeast corner of said School District #17J property; thence South 84°34'04" East 215.42 feet; thence North 9°31'18" East 16.11 feet to the terminus, 7.5 feet northerly of the water valve.

The side lines of said easement segments to be extended or shortened to meet at angle points and to begin or terminate at the called boundary lines of said property.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
FEB. 8, 2000
JOHN D. MCGEE
#58902

RENEWAL DATE: 12/31/20

5/6

EXHIBIT B WATER LINE EASEMENT

IN THE
N.W. 1/4 S.E. 1/4 SEC. 12, T.12S., R.6W., W.M.
PHILOMATH, BENTON COUNTY, OREGON

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
FEB. 8, 2000
JOHN D. McGEE
#58902

RENEWAL DATE: 12/31/20



SCALE 1" = 100'

PERMANENT EASEMENT TABLE

NUM	BEARING	DISTANCE
L1	S84°34'04"E	215.42'
L2	N 9°31'18"E	16.11'

BASIS OF BEARINGS IS CS 9920

LEGEND

- RECORD SURVEY BOUNDARY
- - - - - EDGE OF EASEMENT
- CENTERLINE OF EASEMENT
- POB POINT OF BEGINNING

JDMcGee, Inc.

Engineering & Surveying
Land Use Planning
Wastewater Design

"Solving Problems for You"

1215 Main Street
PO Box 1472
Philomath, OR 97370
(541) 929-4226
(541) 929-4227 Fax

DRAWN BY: KP
JDM PROJECT #: 19-12 B

CHECKED BY: JDM

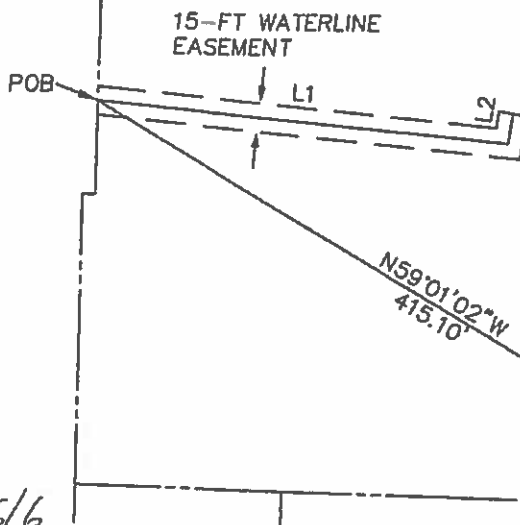
6/6

APPLEGATE STREET

16TH ST.

OWNER: PHILOMATH
SCHOOL DISTRICT #17J
TAX LOT 5800
MAP 12-6-12 DB

OWNER: PHILOMATH SCHOOL
DISTRICT #17J
TAX LOT 5900
MAP 12-6-12 DB
DEED: BOOK 125, PAGE 207



CONSENT AGENDA

August 26, 2021

Updated: 8/17/21 2:18 PM

A. List of Bills:

- 1. July 2021

B. Minutes:

- 1. Regular Session – July 1, 2021
- 2. Board Retreat/Special Session – August 12, 2021

C. Resolution:

- 1. Resolution 2022-01 – Approving Unanticipated funding for Fiscal Year 2021-2022

D. Leave of Absence:

- 1. None at this time

E. Out of State Travel:

- 1. None at this time

F. Personnel/Staffing Adjustments:

1. Resignations:

- i. KVCS Instructional Assistant
- ii. PMS Instructional Assistant
- iii. School Nurse
- iv. PES Instructional Assistant
- v. PES Instructional Assistant

- Lucy Newcombe – Effective 8/02/21
- Alison Spani – Effective 8/11/21
- Lori Haslam – Effective 9/10/21
- Jill Zeller – Effective 8/31/21
- Dawnia Kohn – Effective 8/31/21

2. New Hires:

- i. PES Teacher
- ii. PES Playground Asst
- iii. PHS Art Teacher
- iv. District Instructional Media TOSA
- v. KVCS Instructional Assistant
- vi. KVCS Instructional Assistant
- vii. PMS Language Arts Teacher
- viii. District Nurse

- Shawn Bonine – Effective 9/1/21
- Tamara Heagney – Effective 9/1/21
- Andrea Heidinger – Effective 9/1/21
- Jolene Latz – Effective 9/1/21
- Collin Korthauer – Effective 8/31/21
- Rachael Babcock – Effective 8/31/21
- Alan Jozwiak – Effective 9/1/21
- Laura Bryant – Effective 8/16/21

3. Staff Reassignments/Changes in FTE:

- i. PMS Social Studies Teacher
- ii. PMS Health/Technology

- Meegan Benbow – Increased to 1.0 FTE
- Malori Ambrose – Moved from PE position

4. Fall Coaches:

- i. Football Head Coach
- ii. Football Assistant Coach
- iii. Football Assistant Coach
- iv. Football Assistant Coach
- v. Volleyball Head Coach
- vi. Volleyball Assistant Coach
- vii. Volleyball Assistant Coach
- viii. Volleyball Assistant Coach
- ix. Cross Country Head Coach
- x. Cross Country Assistant Coach
- xi. Boys Soccer Head Coach

- Alex Firth
- Aaron Schermerhorn
- William Love
- Justin Marshall
- Denee Newton
- Juleia Dooley
- Charlotte Fiege
- London Starley
- Joe Fulton
- Diana Bushnell
- David Ellis

- | | |
|-----------------------------------|----------------|
| xii. Boys Soccer Assistant Coach | Bill Callender |
| xiii. Girls Soccer Head Coach | Mat Phelps |
| xiv. Girls Soccer Assistant Coach | Loren Rogers |
| xv. Dance/Drill Head Coach | Lori Haslam |
| xvi. Dance/Drill Head Coach | Kayley Kildea |
| xvii. Cheer Head Coach | Kathy Kohler |

Benton County School District 17J

Reprint Check Listing

Fiscal Year: 2021-2022

Criteria:

Bank Account:

From Date: 07/01/2021

To Date: 07/31/2021

From Check:

To Check:

From Voucher:

To Voucher:

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
1069	07/19/2021	DREAM CAMPS	\$3,170.00	1009	Printed	Expense	<input type="checkbox"/>		
20461	07/15/2021	BACKUPIFY, INC.	\$4,500.00	1461	Printed	Expense	<input type="checkbox"/>		
20462	07/15/2021	BEST POTS	\$840.00	1461	Printed	Expense	<input type="checkbox"/>		
20463	07/15/2021	GARRETT HEMANN ROBERTSON	\$10,257.32	1461	Printed	Expense	<input type="checkbox"/>		
20464	07/15/2021	INTEGRATED REGISTER SYSTEMS, INC.	\$363.60	1461	Printed	Expense	<input type="checkbox"/>		
20465	07/15/2021	LINN BENTON TRACTOR COMPANY	\$1,800.00	1461	Printed	Expense	<input type="checkbox"/>		
20466	07/15/2021	OSU MOTOR POOL	\$335.90	1461	Printed	Expense	<input type="checkbox"/>		
20467	07/15/2021	POLK COUNTY CLERK	\$16.37	1461	Printed	Expense	<input type="checkbox"/>		
20468	07/15/2021	PT NORTHWEST	\$1,606.25	1461	Printed	Expense	<input type="checkbox"/>		
20469	07/15/2021	TOTAL FILTRATION SERVICES, INC	\$1,934.39	1461	Printed	Expense	<input type="checkbox"/>		
20470	07/15/2021	TROXELL COMMUNICATIONS, INC.	\$2,267.34	1461	Printed	Expense	<input type="checkbox"/>		
20471	07/15/2021	BIG'S TREE SERVICE, LLC	\$500.00	1008	Printed	Expense	<input type="checkbox"/>		
20472	07/15/2021	CARRUTH COMPLIANCE CONSULTING, INC.	\$2,560.80	1008	Printed	Expense	<input type="checkbox"/>		
20473	07/15/2021	CENTRAL MECHANICAL, LLC	\$1,456.50	1008	Printed	Expense	<input type="checkbox"/>		
20474	07/15/2021	CLASSLINK, INC.	\$4,700.00	1008	Printed	Expense	<input type="checkbox"/>		
20475	07/15/2021	CONSUMERS POWER INC	\$637.46	1008	Printed	Expense	<input type="checkbox"/>		
20476	07/15/2021	CORVALLIS POWER EQUIPMENT	\$900.60	1008	Printed	Expense	<input type="checkbox"/>		
20477	07/15/2021	CRIMINAL INFORMATION SERVICES, INC.	\$36.00	1008	Printed	Expense	<input type="checkbox"/>		
20478	07/15/2021	CTX	\$1,043.13	1008	Printed	Expense	<input type="checkbox"/>		
20479	07/15/2021	DEPARTMENT OF ADMINSTRATIVE SERVICES	\$360.52	1008	Printed	Expense	<input type="checkbox"/>		
20480	07/15/2021	EDGENUITY, INC	\$7,655.00	1008	Printed	Expense	<input type="checkbox"/>		
20481	07/15/2021	FAMILY ID	\$1,745.00	1008	Printed	Expense	<input type="checkbox"/>		

Benton County School District 17J

Reprint Check Listing

Fiscal Year: 2021-2022

Criteria:

Bank Account:

From Date: 07/01/2021

To Date: 07/31/2021

From Check:

To Check:

From Voucher:

To Voucher:

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
20482	07/15/2021	HOME DEPOT, THE	\$284.30	1008	Printed	Expense	<input type="checkbox"/>		
20483	07/15/2021	INSTRUCTURE, INC.	\$3,948.75	1008	Printed	Expense	<input type="checkbox"/>		
20484	07/15/2021	LAWRENCE CO	\$210.00	1008	Printed	Expense	<input type="checkbox"/>		
20485	07/15/2021	MPTV	\$878.75	1008	Printed	Expense	<input type="checkbox"/>		
20486	07/15/2021	NAVIANCE, INC.	\$9,516.07	1008	Printed	Expense	<input type="checkbox"/>		
20487	07/15/2021	OSAA	\$100.00	1008	Printed	Expense	<input type="checkbox"/>		
20488	07/15/2021	PAPE' MACHINERY	\$407.59	1008	Printed	Expense	<input type="checkbox"/>		
20489	07/15/2021	POWER SCHOOL GROUP, LLC	\$18,498.36	1008	Printed	Expense	<input type="checkbox"/>		
20490	07/15/2021	PYAC	\$1,375.00	1008	Printed	Expense	<input type="checkbox"/>		
20491	07/30/2021	AMERICAN FIDELITY - INS	\$626.46	1020	Printed	Payroll Ded	<input type="checkbox"/>		
20492	07/30/2021	AMERICAN FIDELITY ASSURANCE CO - 403b	\$775.00	1020	Printed	Payroll Ded	<input type="checkbox"/>		
20493	07/30/2021	DOJ - Child Support	\$261.00	1020	Printed	Payroll Ded	<input type="checkbox"/>		
20494	07/30/2021	INVESCO INVESTMENT SERVICES, INC.	\$3,563.84	1020	Printed	Payroll Ded	<input type="checkbox"/>		
20495	07/30/2021	NEWPORT TRUST COMPANY	\$2,774.31	1020	Printed	Payroll Ded	<input type="checkbox"/>		
20496	07/30/2021	OSEA	\$504.94	1020	Printed	Payroll Ded	<input type="checkbox"/>		
20497	07/30/2021	PenServ Plan Services, Inc/ Foresters	\$200.00	1020	Printed	Payroll Ded	<input type="checkbox"/>		
20498	07/30/2021	TEXAS LIFE	\$108.80	1020	Printed	Payroll Ded	<input type="checkbox"/>		
20499	07/30/2021	VOYA RETIREMENT INSURANCE AND ANNUITY CO	\$1,152.43	1020	Printed	Payroll Ded	<input type="checkbox"/>		
20500	07/30/2021	AMERICAN FIDELITY - INS	\$100.90	1022	Printed	Payroll Ded	<input type="checkbox"/>		
20501	07/30/2021	ACCUITY, LLC	\$2,000.00	1030	Printed	Expense	<input type="checkbox"/>		
20502	07/30/2021	AT&T MOBILITY	\$245.33	1030	Printed	Expense	<input type="checkbox"/>		
20503	07/30/2021	AT&T ONENET SERVICE	\$6.95	1030	Printed	Expense	<input type="checkbox"/>		

Benton County School District 17J

Reprint Check Listing

Fiscal Year: 2021-2022

Criteria:

Bank Account:

From Date: 07/01/2021

To Date: 07/31/2021

From Check:

To Check:

From Voucher:

To Voucher:

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
20504	07/30/2021	COMMITTEE FOR CHILDREN	\$2,259.00	1030	Printed	Expense	<input type="checkbox"/>		
20505	07/30/2021	COSA	\$495.00	1030	Printed	Expense	<input type="checkbox"/>		
20506	07/30/2021	DAN'S PUMP SERVICE	\$7,474.00	1030	Printed	Expense	<input type="checkbox"/>		
20507	07/30/2021	FIFTH THIRD BANK	\$11,115.24	1030	Printed	Expense	<input type="checkbox"/>		
20508	07/30/2021	INTEGRITY HOOD CLEANING	\$225.00	1030	Printed	Expense	<input type="checkbox"/>		
20509	07/30/2021	K12 Management DBA FuelEd	\$4,416.60	1030	Printed	Expense	<input type="checkbox"/>		
20510	07/30/2021	NORTH RIDGE AUTOMOTIVE	\$252.31	1030	Printed	Expense	<input type="checkbox"/>		
20511	07/30/2021	NORTHWEST NATURAL GAS CO.	\$1,049.24	1030	Printed	Expense	<input type="checkbox"/>		
20512	07/30/2021	OREGON SCHOOL BOARDS ASSOC	\$6,043.00	1030	Printed	Expense	<input type="checkbox"/>		
20513	07/30/2021	PACE	\$150,600.00	1030	Printed	Expense	<input type="checkbox"/>		
20514	07/30/2021	Red Rover Technologies LLC	\$6,337.50	1030	Printed	Expense	<input type="checkbox"/>		
20515	07/30/2021	SCHOLASTIC INC.	\$9,548.40	1030	Printed	Expense	<input type="checkbox"/>		
20516	07/30/2021	SEESAW LEARNING, INC.	\$1,443.75	1030	Printed	Expense	<input type="checkbox"/>		
20517	07/30/2021	TRANSACT COMMUNICATIONS, INC.	\$2,856.00	1030	Printed	Expense	<input type="checkbox"/>		
20518	07/30/2021	TWGW, INC.	\$60.74	1030	Printed	Expense	<input type="checkbox"/>		
20519	07/30/2021	US BANK EQUIPMENT FINANCE	\$1,797.53	1030	Printed	Expense	<input type="checkbox"/>		
20520	07/30/2021	WOOZ FLOORING	\$10,712.00	1030	Printed	Expense	<input type="checkbox"/>		
20521	07/30/2021	APPLE COMPUTER INC	\$2,656.95	1463	Printed	Expense	<input type="checkbox"/>		
20522	07/30/2021	DELL MARKETING LP	\$2,075.01	1463	Printed	Expense	<input type="checkbox"/>		
20523	07/30/2021	HAMMERQUIST INC.	\$4,271.00	1463	Printed	Expense	<input type="checkbox"/>		
20524	07/30/2021	MID COLUMBIA BUS COMPANY, INC.	\$38,988.81	1463	Printed	Expense	<input type="checkbox"/>		
20525	07/30/2021	OBC NORTHWEST, INC.	\$233.69	1463	Printed	Expense	<input type="checkbox"/>		
20526	07/30/2021	STRENGTHENING RURAL FAMILIES	\$10,000.00	1463	Printed	Expense	<input type="checkbox"/>		

Benton County School District 17J

Reprint Check Listing

Fiscal Year: 2021-2022

Criteria:

Bank Account:

From Date: 07/01/2021

To Date: 07/31/2021

From Check:

To Check:

From Voucher:

To Voucher:

Check Number	Date	Payee	Amount	Voucher	Status	Type	Cleared?	Clear Date	Void Date
20527	07/30/2021	TOTAL FILTRATION SERVICES, INC	\$10,227.08	1463	Printed	Expense	<input type="checkbox"/>		
20528	07/30/2021	VARSITY ATHLETIC APPAREL, INC	\$341.00	1463	Printed	Expense	<input type="checkbox"/>		
45858	07/30/2021	MIKULA, ZYGMUNT A	\$567.99	1	Printed	Payroll	<input type="checkbox"/>		
45859	07/30/2021	MIKULA, CASIMIR J	\$253.69	1	Printed	Payroll	<input type="checkbox"/>		

Total Amount: \$382,525.49

End of Report

REGULAR SESSION

Meeting Minutes

PHILOMATH SCHOOL DISTRICT 17J

District Office

1620 Applegate Street, Philomath

7/1/2021 06:00 PM

A. REGULAR SESSION ~ 6:00 p.m.

1. The meeting was called to order by Pro Tem, Board Chair, Karen Skinkis, on July 1, 2021, at 6:08 p.m. The meeting was held in-person at the District Office Boardroom with streaming on YouTube. In attendance: Board of Directors, Karen Skinkis, Anton Grube, Erin Gudge, Joe Dealy, and Rick Wells (remotely by phone); Superintendent, Susan Halliday; Finance Director, Bill Mancuso; KVCS Director, Jamon Ellingson, via ZOOM; Philomath News reporter, Brad Fuqua; Board Administrative Assistant, Lillian Edmonds.
2. **Swearing in of Newly Elected Board Members**
 - i. Erin Gudge, Joe Dealy and Rick Wells (via telephone) were sworn in as new board members.
3. **Election of Board Officers for 2021-2022**
 - i. Director Grube made a motion that the board nominate Rick Wells as Board Chair and Karen Skinkis as Vice Chair. Second: Director Dealy. Motion passed: 5-0
4. **Set Regular Board Meeting Schedule for 2021-22**
 - i. The board agreed to meet on the third Thursday of the month. The board will not meet again in July. The August meeting will be on the 4th Thursday of the month, which will be August 26, 2021. This is due to a conflict with PEA negotiations on August 19, 2021.
5. **Schedule Board Retreat**
 - i. The board will meet on Thursday, August 12, 2021, 4:00 – 8:00 p.m. for their board retreat.

B. STRATEGY AND DISCUSSION ~

1. **Start of School 2021 Update - Superintendent Halliday**
 - i. Superintendent Halliday shared that school will start on Sept 7, 2021 for grades 2nd, 6th, and 9th grades. Kindergarten and 1st grades will have staggered starts. All grades will be in session on September 8th.
 - ii. Early release will be on Friday afternoons
 - iii. Online learning will be through the Philomath Academy
 - iv. Final guidance from the Oregon Department of Education will come on July 22nd. We are moving to a more traditional local decision making model, regarding COVID 19 issues. Schools will work with local public health authorities
 - v. The district wants to be proactive instead of reactive in making those decisions.

C. ACTION ITEMS ~

1. **Consent Agenda**
 - i. Director Gudge made a motion to approve the consent agenda on page 3 of the packet. Second: Director Grube. Motion Passed: 5-0
2. **KVCS Enrollment Increase - Action Required**
 - i. The proposed enrollment increase, starting in 2021-22 school year, is for ten (10) students at the middle school level. The purpose is to eliminate multi-grade level classes at the middle level.

- ii. Approval is contingent upon available classroom space and septic system review. Director Ellingson reported that classroom space is available. KVCS is still awaiting septic system report from Benton County.
- iii. If approved, the new enrollment cap would be 218 students. Director Ellingson believes that this target may not be reached in the 2021-22 school year.
- iv. Original request to increase enrollment by ten additional students at the elementary school level will not be considered for the 2021-22 school year.
- v. At the June 2021 meeting of the School Board, a question was raised about possible future impact on high school student numbers. Director Ellingson stated that this would not be an issue.
- vi. Bill Mancuso, Director of Finance and Operations, noted that approval of this adjustment could negatively impact District funding if most new students were moving to KVCS from other Philomath schools. Director Ellingson believes that the ten students will most likely come from other school districts.
- vii. Director Grube asked about possible issues related to services for students with special education needs. Superintendent Halliday reported that implications are unknown at this time. Newly-hired Special Education Director, Don Dorman, will assist with work on any needed resolution.
- viii. Director Ellingson stated that the current enrollment is 195 students, with projections aiming for 204 students for 21-22.
- ix. Director Grube made a motion to approve the request from KVCS for an increase of 10 middle school students as presented in the Board packet, pending approval of septic system review.
Second: Director Dealy. Motion Passed: 5-0

D. MEETING CLOSURE ~

1. Next Meeting Agenda Items

- i. Update on guidelines for COVID 19 protocols.

2. Board Requests & Adjournment

- i. Director Grube acknowledged the success of the PHS winter athletics.
- ii. The meeting was adjourned at 6:56 p.m.

Board Chair

Superintendent

Date

BOARD WORK SESSION/SPECIAL SESSION

Meeting Minutes

PHILOMATH SCHOOL DISTRICT 17J

District Office

1620 Applegate Street, Philomath

8/12/2021 04:00 PM

A. EXECUTIVE SESSION ~ None

B. Board Retreat - 4:00 - 7:15 p.m.

In attendance: Directors, Erin Gudge, Anton Grube, Rick Wells, Karen Skinkis, Joe Dealy; Superintendent Susan Halliday and Board Executive Assistant, Lillian Edmonds. Board Chair, Rick Wells called the meeting to order at 4:07 p.m.

1. Planning Calendar Edits:

- i. Move Division 22 to the October meeting
- ii. The board will not host a lunch/breakfast for staff this year
- iii. Add consideration of a student survey

2. Goals/Objectives

- i. The board agreed to add goals around equity. Looking at goals and statements from other districts could be a starting point. Superintendent Halliday will do some research around this subject and work with the equity team to formulate goals. This will be a discussion item at a future meeting. The Equity team will be invited to share. This goal should be measureable.
- ii. The Student Success Account goal should be changed to resource allocation.
- iii. The board would like to be active in spending time with community members. Suggestions were made to have monthly coffee or other events and invite the public to attend. The board could also host "Table talk" with staff.
- iv. Director Dealy made a motion to approve the goals as edited with the equity goal be added later. Second: Director Skinkis Motion passed: 5-0

3. Superintendent Goals

- i. Ensure equitable opportunities for every student
- ii. Promote ongoing student success and growth, including academic as well as social-emotional components
- iii. Provide a safe, welcoming, respectful, and rigorous learning environment for every member of the school community
- iv. Maintain fiscal responsibility within the school district, including expenses for COVID Relief, Student Success Act, and other supporting funds.
- v. Support effective communication throughout the District
- vi. Maintain relationship and commitment to success with Kings Valley Charter School.
- vii. The board was in agreement with the direction of the superintendent goals. They asked the superintendent to consolidate the goals and bring the revision to the August board meeting.

Philomath School District 17J

Board Retreat/Special Session Board Minutes – August 12, 2021

Page 1 of 3

4. **Liaison Roles**

- i. Superintendent Halliday brought to the attention of the board that a long range facilities action group is being formed. What role would the board have with this group? It was agreed that one or two board members should sit on this committee.
- ii. Benton County tax authority has sessions to talk about which entities will be going out for bonds and monies for projects. The superintendent is currently attending these meetings and it is not necessary for a board member to attend.
- iii. Liaison Roles were assigned to each board member.

5. **Board Operating Agreement**

- i. The Board approved the Operating Agreement as presented in packet.
- ii. The superintendent requested that the building administrators share on a regular basis of what is happening in their building. The board would like to have written reports from some mixed with oral report from others to make good use of time. It was also suggested that the administrators only share one highlight and one concern with the board to minimize the time for reports.
- iii. It was agree to keep board meetings succinct. Don't repeat things already said.

6. **House Bill 2560**

- i. The board will be discussing the parameters for this bill. It will go into effect in January 2022. The bill addresses making all meetings accessible remotely through technological means and providing opportunity for members of the general public to remotely submit oral and written testimony during meetings.

C. **SPECIAL SESSION - 7:30-8:30 p.m.**

1. The meeting was called to order by Board Chair, Rick Wells at 7:31 p.m. Director Grube led the pledge of allegiance.

D. **STRATEGY AND DISCUSSION ~**

1. **Public Comments**

- i. Director Wells read a statement outlining public comment protocol
- ii. Director Dealy read written comments submitted by Trina McGaughy of Philomath. Comments were in support of the Governor's K-12 in-school mask mandate.
- iii. Jessie Brown, Sherry Kramer, and Sara Marrs of Philomath all participated in the public comment section of the meeting and were not in favor of the Governor's mask mandate. They spoke to reasons why the district should be willing to stand up for parent choice in this matter.
- iv. Marit Bovbjerg, Viktor Bovbjerg, and Abigail Kurfman of Philomath all participated in the public comment section of the meeting and were in support of the mask mandate as a way to protect our staff and students and as a means to be able to have students attend in person this school year.

2. **Superintendent Report on Health and Safety Protocols**

- i. Superintendent Halliday is in agreement with the Governor at this time. The mandate will be reviewed at least monthly at the State level. She is committed to stepping up on behalf

of our students. She respects parent choice. The ultimate goal is to provide in person learning and whole person learning. With COVID on the rise, wearing face coverings protects our staff and students.

- ii. Director Wells took some additional comments and questions from the public in attendance.

3. Ready Schools, Safe Learners Protocols ~ Action Required

Directors Skinkis, Dealy, Gudge and Dealy support the superintendent and think it is the correct course of action at this point. It is the goal to have as many students back in school as possible. The district has the Academy option for those students whose parents prefer distance learning. Director Wells stated the state has penalties for not following the mandate, but he does not agree with the mask mandate. He believes in choice. It is doing mental harm to students. He would like to see the state give control back to local districts. Director Dealy stated that it is a mandate and the district is required to follow it.

Parents asked about students showing up without masks and about requests for 504 plans to keep students from wearing masks. Superintendent Halliday mentioned that there is the Philomath Academy for those who don't want to wear masks.

Director Dealy made a motion to approve the proposed health and safety protocols. Second: Director Skinkis. Motion passed 4-1. Directors Dealy, Skinkis, Gudge and Grube voted yes. Director Wells voted no.

E. MEETING CLOSURE ~

- 1. The meeting was adjourned at 8:27 p.m.

Board Chair

Superintendent

Date



Philomath School District 17J

Benton County School District No. 17J, 1620 Applegate Street Philomath OR 97370 (541) 929-3169

RESOLUTION NO. 2122-01

A RESOLUTION APPROVING UNANTICIPATED FUNDING FOR FISCAL YEAR 2021-2022

WHEREAS, the Board of Directors would like to recognize and accept additional funding for 2021-22 of \$160,560.75 (\$138,343.81 for the Philomath School District and \$22,216.94 for Kings Valley Charter School (which will be passed through to KVCS)) awarded by the Oregon Department of Education as part of the Student Success Act, specifically the portion known as the Student Investment Account.

WHEREAS, ORS 294.338(2) provides exceptions to Local Budget Law if the governing body of a municipal corporation could not have foreseen a specific purpose grant at the time of the preparation of the budget for the current year.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PHILOMATH SCHOOL DISTRICT 17J:

The budget for fiscal year 2021-2022 is hereby amended, and the amounts appropriated by the Board of Directors under Resolution 2122-01 for the Local/State/Federal Programs Fund are hereby amended as follows:

<u>Appropriation Category</u>	<u>Original Budget</u>	<u>Increase/ (Decrease)</u>	<u>Amended Budget</u>
<i>Local/State/Federal Programs Fund – Support Services</i>	\$ 2,409,890	\$ 160,561	\$ 2,570,451

Passed by the Board of Directors of Philomath School District this 26th day of August, 2021.

By: _____
Philomath School District 17J Board Chair

By: _____
Philomath School District 17J Superintendent



Philomath High School

Home of the Warriors

2054 Applegate Street
Philomath, OR 97370
541-929-2043

Tony Matta, Athletic Director
tony.matta@philomath.k12.or.us

Amanda Bauer, Athletic Administrative Assistant
amanda.bauer@philomath.k12.or.us



August 17, 2021

To the Philomath School Board,

Philomath High School is seeking board approval for co-op agreements for wrestling, softball and baseball with Alsea High School. Alsea High School does not have enough athletes to field their own teams. We would like to seek a one-year co-op agreement for wrestling, a one-year co-op agreement for softball and a one-year co-op agreement for baseball. Any co-op may be dissolved during the duration of the agreement, if either school determines the need for the co-op no longer exists.

Sincerely,

Tony Matta
Assistant Principal
Athletic Director
Philomath High School