



Santiam Travel Station

750 S. Third Street, Lebanon, OR 97355

DISTRICT GOALS: Improve Student Achievement, K-3 Literacy, On-Time Graduation

AMENDED MEETING AGENDA

1. WELCOME

- A. Call to Order
- B. Flag Salute

2. LHS UPDATE

Action: Informational

3. AUDIENCE COMMENTS/PUBLIC COMMENTS ON NAMING LHS BASKETBALL COURT

This is a time for citizens to address the Board. The Chair will recognize speaker(s) at the designated time. All speakers shall identify themselves and state their name before speaking. Speakers are asked to provide their name, address and telephone number on the Speaker’s Sign-in Sheet. Each speaker may address the Board for three minutes.

4. ATTENDANCE AND BEHAVIOR UPDATE, pg. 4

Action: Informational

5. CIA REPORT, pg. 6

Action: Informational

6. DIVISION 22 REPORT, pg. 9

Action: Informational

7. LBL ESD LOCAL SERVICE PLAN, pg. 16

Action: Approval Requested

8. CONSENT AGENDA

Action: Approval Requested

- A. December 12, 2019 Meeting Minutes, pg. 50
- B. Hiring

Name	Position	FTE	Start Date	End Date
Tyler Volpi	PE Teacher	1.0 FTE	1/8/2020	4/7/2020

- C. Policies – First Reading, pg. 66

CODE	TITLE
KL	Public Complaints
KL-AR(1)	Public Complaints Procedure
KL-AR(2)	Appeal to the Deputy Superintendent of Public Instruction
AC-AR	Discrimination Complaint Procedure

D. Policies – Second Reading, pg. 81

CODE	TITLE
EFAA-AR	Reimbursable Meals and Milk Programs
IGAI	Human Sexuality, AIDS/HIV, Sexually Transmitted Diseases, Health Education
IKF	Graduation Requirements
JGAB-AR	Use of Restraint or Seclusion
JGAB	Use of Restraint or Seclusion
JHFE	Reporting of Suspected Abuse of a Child (NEW)
JHFE-AR (1)	Reporting of Suspected Abuse of a Child (NEW)
JHFE	Reporting of Suspected Abuse of a Child (DELETE OLD)
JHFF/GBNAA	Reporting Requirements for Suspected Sexual Conduct with Students (NEW)
JHFF/GBNAA-AR	Suspected Sexual Conduct Report Procedures and Form (NEW)
GBEA-AR	Workplace Harassment Reporting and Procedure
GBEA	Workplace Harassment
GBNAA/JHFF	Reporting Requirements for Suspected Sexual Conduct with Students (NEW)
GBNAA/JHFF-AR	Suspected Sexual Conduct Report Procedures and Form (NEW)

9. DEPARTMENT REPORTS

Action: Informational

- A. Operations
- B. Human Resource
- C. Finance, pg. 134

10. COMMUNICATION

Action: Informational

- A. Board
- B. Superintendent

11. AUDIENCE COMMENTS

The Lebanon Community School District Board of Directors welcomes you to our regular meeting. It is the Board's goal to hold an effective and efficient meeting to conduct the business of the District. In keeping with this goal, the Board provides a place for Audience Comments on each of its regular agendas. This is a time when you can provide statements or ask questions. The Board allows three minutes for each speaker. The language below discusses the Public Meetings Law and public participation in such meetings.

"The Public Meetings Law is a public attendance law, not a public participation law. Under the Public Meetings Law, governing body meetings are open to the public except as otherwise provided by law. ORS 192.630 The right of public attendance guaranteed by the Public Meetings Law does not include the right to participate by public testimony or comment.

"Other statutes, rules, charters, ordinances, and bylaws outside the Public Meetings Law may require governing bodies to hear public testimony or comment on certain matters. But in the absence of such a requirement, a governing body may conduct a meeting without any public

participation. Governing bodies voluntarily may allow limited public participation at their meetings.”

Oregon Attorney General's Administrative Law Manual and Uniform and Model Rules of Procedure under the Administrative Procedures Act. Hardy Myers, Attorney General, March 27, 2000.

12. ADJOURNMENT

Upcoming Board Meeting Dates:

February 13, 2020, 6:00 PM at Santiam Travel Station

March 12, 2020, 6:00 PM at Santiam Travel Station

Agenda Item 4

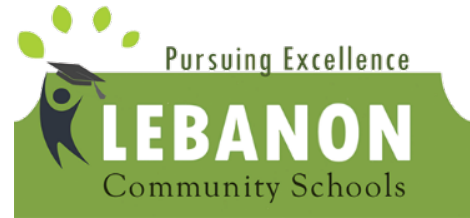
Attendance and Behavior Update

DECEMBER		2019							
Attendance YTD		Behavior YTD	Minor Referrals	Major Referrals	In-School Suspension	Out of School Susp	Room Clear	Expulsion Hearings	Expulsions
Cascades		Cascades							
18-19	94.02%	18-19	123	103	8	2		1	0
19-20	93.62%	19-20	91	152	13	7	9	0	0
Green Acres		Green Acres							
18-19	92.70%	18-19	480	551	79	45		0	0
19-20	91.77%	19-20	250	467	41	34	6	0	0
Hamilton Creek		Hamilton Creek							
18-19	92.56%	18-19	146	88	14	5		2	2
19-20	93.69%	19-20	140	127	23	9	1	0	0
Lacomb		Lacomb							
18-19	93.51%	18-19	100	114	8	7		0	0
19-20	93.15%	19-20	55	102	3	7	2	0	0
Pioneer		Pioneer							
18-19	94.28%	18-19	442	58	9	10		4	2
19-20	93.63%	19-20	312	46	7	11	3	1	0
Riverview		Riverview							
18-19	93.63%	18-19	371	62	15	7		0	0
19-20	93.85%	19-20	267	81	13	9	6	0	0
7 OAK		7 OAK							
18-19	91.25%	18-19	1	253	44	37		5	4
19-20	92.52%	19-20	79	248	31	27	1	11	3
LHS		LHS							
18-19	86.14%	18-19	66	364	79	64		21	8
19-20	86.26%	19-20	38	564	127	62	0	14	8
ralston students excluded									
Ralston Academy		Ralston Academy							
19-20		19-20						1	0
LCSD		LCSD Total							
18-19	92.01%	18-19	1729	1593	256	177		33	16
19-20	92.12%	19-20	1232	1787	258	166	28	27	11
							updated:	1/3/2020	10:03:04 AM
Source: majors-minors - Suspensions --Behavior Trends Dashboard									

Agenda Item 5

CIA Report

BOARD MEMORANDUM



To: Board of Directors

From: Tami Volz, Director of School Improvement

Date: January 3, 2020

Meeting Date: January 9, 2020

Re: Curriculum, Instruction and Assessment (CIA)

Updates from the CIA department:

Curriculum:

1. **English Language arts** for grades K – 12 will continue with their current adoption (Journeys K – 5 and Springboard 6 – 12). We are reviewing supplements that will raise the rigor to best prepare students for the next grade level. Our next big project is to create a K – 12 ELA team to be the leaders as we prepare for a writing program K – 12, Professional development and review of curriculum for both core and supplemental learning.
2. **Math** is starting the process of reviewing supplemental materials for the middle school. This will allow us to provide differentiated instruction to meet the needs of all the learners.
Currently all grades except Kinder utilize a program called "REFLEX". This is a math facts (fluency) program. We are tracking how many students are using the program and how many facts they are successfully learning. We are anxious to see how the increase in math facts will support the student's ability to focus on more rigorous mathematical thinking, which hopefully will result in a higher level of performance on our assessments (SBAC and STAR) This is the first year that the majority of our students are using this tool.
3. Social Studies all grades are using the adopted curriculum purchased this fall.

Instruction:

1. We are continuing to provide professional development to all classroom teachers on the use of AVID strategies. Our first PD day was on November 6, 2019 the next day is March 4th, 2020.

2. Envoy is an instructional strategies program targeted for the secondary teachers, however some K – 5 teachers attended as well. The training is broken up into 3 sessions, which are: November 13, January 8, and 22. We hope that the strategies the teachers learn will be practiced and create a productive learning environment.

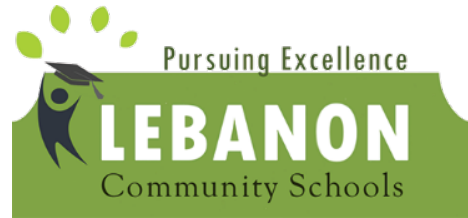
Assessment:

1. STAR Assessment: We have completed two testing periods for our STAR assessment (Sept and November). We will complete the winter screening assessment in January. The STAR champions are meeting January 30th, to prepare for the district data review day on February 5th.
2. OSAS (SBAC) is getting started for the year. The first task was to train all the building administrators and secure test administrators.

Agenda Item 6

Division 22 Report

BOARD MEMORANDUM



To: Board of Directors

From: Jennifer Meckley, Assistant Superintendent

Date: January 6, 2020

Meeting Date: January 9, 2020

Re: Division 22 Standards

Our district is in compliance with all requirements set forth in OAR 581-022 Division 22 Standards for Public Elementary and Secondary Schools with the expectation of 581-022-2045 and 581-022-2050.

581-022-20145: Prevention Education Programs in Drug and Alcohol
581-022-2050: Human Sexuality Education

For both areas we must engage local agencies to develop our curriculum and program. We will have a dedicated staff member assigned to assist us in this process beginning in February 2020.

Division 22 Standards for Public Elementary and Secondary Schools 2018-19 Assurances: Report to the Community

By February 1 of each year, school district superintendents are required by [OAR 581-022-2305: Operating Policies and Procedures](#) to report to their communities the district's standing with respect to all of the Standards for Public Elementary and Secondary Schools as set out in Oregon Administrative Rules Chapter 581, Division 22. Below is a summary of [District]'s compliance with each of the requirements of Oregon's administrative rules found in [DIVISION 22 - STANDARDS FOR PUBLIC ELEMENTARY AND SECONDARY SCHOOLS](#). For each rule reported as out of compliance, Lebanon Community Schools has provided an explanation of why the school district was out of compliance and the school district's proposed corrective action plan to come into compliance by the beginning of the 2020-21 school year.

Summary of Compliance with Division 22 Requirements

[581-022-2000: Diploma Requirements](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2005: Veterans Diploma](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2010: Modified Diploma](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2015: Extended Diploma](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2020: Alternative Certificate](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2025: Credit Options](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2030: District Curriculum](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2045: Prevention Education in Drugs and Alcohol](#)

Compliance Status for 2018-19 school year: **Out of compliance**

Explanation: We were still out of compliance in the requirement to include parents, teachers, and local community agencies in the approval of our program. We also must include training for our staff on the district drug and alcohol prevention program.

Proposed Corrective Action: We have planned to have a staff member specifically dedicated to work on bringing us into compliance in this area beginning February 2020.

[581-022-2050: Human Sexuality Education](#)

Compliance Status for 2018-19 school year: **Out of compliance**

Explanation: We have not involved our community in the development of our curriculum nor have we provided annual training at the high school level (grades 9-12).

Proposed Corrective Action: We have planned to have a staff member specifically dedicated to work on bringing us into compliance in this area beginning February 2020.

[581-022-2055: Career Education](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2060: Comprehensive School Counseling](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2100: Administration of State Assessments](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2110: Exception of Students with Disabilities from State Assessments](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2115: Assessment of Essential Skills](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2120: Essential Skill Assessments for English Language Learners](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2130: Kindergarten Assessment](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2205: Policies on Reporting of Child Abuse](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2210: Anabolic Steroids and Performance Enhancing Substances](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2215: Safety of School Sports - Concussions](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2220: Health Services](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2223: Healthy and Safe Schools Plan](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2225: Emergency Plans and Safety Programs](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2230: Asbestos Management Plans](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2250: District Improvement Plan](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2255: School and District Performance Report Criteria](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2260: Records and Reports](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2265: Report on PE Data](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2270: Individual Student Assessment, Recordkeeping and Reporting](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2300: Standardization](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2305: Operating Policies and Procedures](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2310: Equal Education Opportunities](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2315: Special Education for Children with Disabilities](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2320: Required Instructional Time](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2325: Identification of Academically Talented and Intellectually Gifted Students](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2330: Rights of Parents of TAG Students](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2335: Daily Class Size](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2340: Media Programs](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2345: Auxiliary Services](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2350: Independent Adoptions of Instructional Materials](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2355: Instructional Materials Adoption](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2360: Postponement of Purchase of State-Adopted Instructional Materials](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2370: Complaint Procedure](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2400: Personnel](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2405: Personnel Policies](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2410: Teacher and Administrator Evaluation and Support](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2415: Core Teaching Standards](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2420: Educational Leadership - Administrator Standards](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2430: Fingerprinting of Subject Individuals in Positions not Requiring Licensure as Teachers, Administrators, Personnel Specialists, School Nurses](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2440: Teacher Training Related to Dyslexia](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2445: Universal Screening for Risk Factors of Dyslexia](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2500: Programs and Services for TAG Students](#)

Compliance Status for 2018-19 school year: **In compliance**

[581-022-2505: Alternative Education Programs](#)

Compliance Status for 2018-19 school year: **In compliance**

Agenda Item 7

LBL ESD Local Service Plan



**Linn Benton Lincoln
Education Service District**

**Local Service Plan
2019 - 2021**

**Linn Benton Lincoln Education Service District
905 4th Avenue SE
Albany, Oregon 97321-3199
www.lblesd.k12.or.us
541-812-2600**

LBL Local Service Plan 2019-2021

Administrative Services

Superintendent: Tonja Everest

Assistant Superintendent: Don Dorman

Chief Financial Officer: Jackie Olsen

Chief Human Resources Officer: Kate Marrone

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Introduction

Linn Benton Lincoln Education Service District (LBL) is comprised of 12 school districts and over 37,000 students in Linn, Benton and Lincoln counties. LBL also serves students and districts elsewhere in Oregon through grants and contracts. LBL is governed by a seven-member Board of Directors. The agency has an annual budget of almost \$70 million and a work force of approximately 240 employees.

Linn Benton Lincoln Education Service District serves students, schools, districts, and other educational agencies across the state with high-quality services and programs that are practical, reliable and economical. LBL has a distinguished reputation for supporting excellence and equity, working cooperatively with educators and agencies, resulting in solutions that help schools, teachers, students and families meet Oregon's educational goals.

LBL Mission

LBL ESD serves districts, schools and students by providing equitable, flexible and effective educational services through economy of scale

LBL Vision

To be a responsive and transparent organization that supports districts by embracing continuous improvement in helping every child succeed

LBL Values

Success for all students and their districts

Relationships built on trust, responsiveness and honesty

The four "E"s of *Excellence, Equity, Efficiency and Effectiveness*

Accountability

LBL Agency Goals

Goal 1 - Support success for all students and their districts by delivering excellent, equitable, efficient and cost effective services

Goal 2 – Foster positive relationships by strengthening communication within the ESD, with school districts, other organizations and communities

Goal 3 – Continue long-term financial stability

LBL Programs

- **Administrative Services**
 - **Superintendent Office** – Provide LBL and regional leadership; support districts in meeting educational needs.
 - **Human Resources** – Support LBL employees including recruitment, personnel management, benefit management, and contract management; includes Facilities Services.
 - **Business Services** - Provide a full range of Business Office Functions and Business Information Systems.
- **Cascade Regional Program** – Provide services for students with Low Incidence Disabilities: Vision, Hearing, Orthopedic, Autism and Traumatic Brain Injury. The program also provides Audiology and Augmentative Communication services.
- **Early Intervention/Early Childhood Special Education** – Provide Early Intervention services for children birth to two years and Early Childhood Special Education for children three to five years.
- **Information Systems** – Provide services that support the Student Information System Suite consisting of general student records, gradebook, attendance, scheduler, online registration and data warehouse and analytics. Services include Customer Representative support, Systems Analyst support, Web Development, and Curriculum/Instructional Technology.
- **Long Term Care and Treatment Education Program** – Provide education services for students that are currently placed in mental health residential and day treatment care.
- **Network Services**- Provide services that support the Wide and Local Area Networks, Data Center, Phone Systems, Network Design and Support. Services include Computer Support Technician support.
- **Special Education and Evaluation Services** – Services include the Education Evaluation & Consultation Center, Targeted Instruction support, Talented and Gifted support, Severe Disabilities, and Individuals with Disabilities Education Act (IDEA) Consortium.
- **Student and Family Support Services** – Services include attendance and behavior support for students and families, Home School Registration, Positive Behavior Interventions Support, Youth Transition Program, Transition Network Facilitation, and School-Based Medicaid Administrative Claiming.
- **Strategic Partnerships** – Services include supporting districts through convening opportunities for staff, leveraging partnerships, and developing support services for the implementation of initiatives and grants.

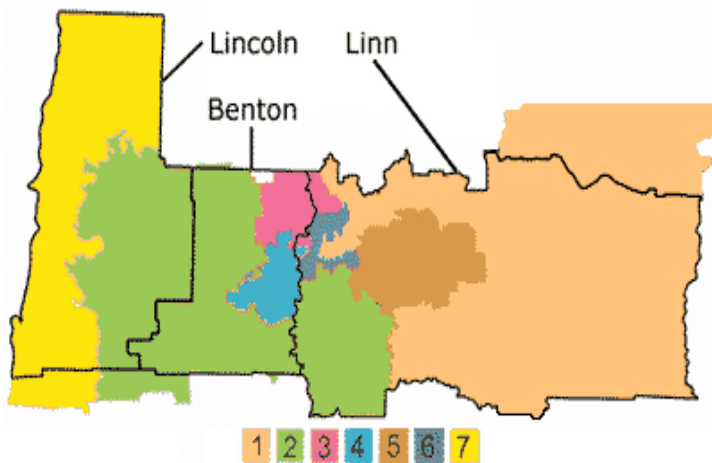
LBL Governance

LBL Board of Directors, Superintendent and staff serve districts, schools and students by providing equitable, flexible and effective, educational services.

LBL Board of Directors		
Zone	Board Member	Term Expires
1	Heather Search	6/30/2021
2	Roger Irvin	6/30/2021
3	Frank Bricker	6/30/2021
4	David Dowrie	6/30/2021
5	Terry Deacon	6/30/2023
6	Miriam Cummins	6/30/2023
7	David Dunsdon	6/30/2023

Zone	Budget Committee Member	Term Expires
1	Richard Moore	6/30/2020
2	Sarah Fay	6/30/2022
3	Tina Baker	6/30/2022
4	Sarah Finger McDonald	6/30/2021
5	Sherrie Springer	6/30/2021
6	Kim Butzner	6/30/2021
7	Ron Beck	6/30/2020
	Jim Gourley	6/30/2022

LBL Board Zones



Zone	District
1	GAPS (NE & E Albany), Sweet Home, Central Linn, Scio, Santiam Canyon
2	Central Linn, Harrisburg, Monroe, Alsea, Philomath, Lincoln Co. Schools
3	Corvallis, GAPS
4	Corvallis, Philomath
5	Lebanon
6	GAPS
7	Lincoln County, Alsea
	At Large

LBL Component School Districts

Valley Coast Superintendent Association (VCSA)

District	Superintendent
Alsea 7J P O Box B 301 S 3rd Alsea, OR 97324	Marc Thielman 541-487-4305
Central Linn 552C P.O. Box 200 Halsey, OR 97348	Brian Gardner 541-369-2813 ext. 3222
Corvallis 509 J 1555 SW 35 th Street Corvallis, OR 97333-1130	Ryan Noss 541-757-5841
Greater Albany 8J 718 Seventh Avenue SW Albany, OR 97321-2399	Melissa Goff 541-967-4511
Harrisburg #7 P O Box 208 865 LaSalle Street Harrisburg, OR 97446-9549	Bryan Starr 541-995-6626 ext. 1
Lebanon Community #9 485 S Fifth Street Lebanon, OR 97355	Bo Yates 541-451-8458
Lincoln County 459 SW Coast Hwy Newport, OR 97365-4931	Karen Gray 541-265-4403
Monroe 1J 365 N 5 th Street Monroe, OR 97456	Bill Crowson 541-847-6292
Philomath 17J 1620 Applegate Street Philomath, OR 97370-9516	Buzz Brazeau 541-929-3169
Santiam Canyon 129J P O Box 197 150 SW Evergreen Street Mill City, OR 97360-0197	Todd Miller 503-897-2321
Scio 95 38875 NW First Avenue Scio, OR 97374-9501	Gary Tempel 503-394-3261
Sweet Home 55 1920 Long Street Sweet Home, OR 97386	Tom Yahraes 541-367-7126

LBL Local Service Plan 2020-2021 Resolution

Resolution Service Allocation

At least 90% of the annual State School Fund (SSF), Property Tax and other qualifying resources allocated to LBL will be expended on resolution services. Services will be provided on a two-tiered basis.

Tier 1 Resolution Services

Tier 1 includes services that are available to all 12 districts and are determined as being essential to all districts. Approval to sustain or add a Tier 1 service occurs with a positive vote of 2/3 of the districts, representing over 50% of the students (based on the ADMr using the final 2017-2018 estimate published in May 2019). The emphasis in Tier 1 is on achieving the greatest economies of scale and assuring equity of access. Tier 1 services are fully funded from the 90% SSF allocation. Service decisions are made for a two year period. However, if a service is provided through a contract that LBL holds with a third party vendor, the term of that contract will take precedence. If a service is provided through a contract that LBL holds with a third party vendor, the term of that contract will take precedence.

- Business Information Services
- InTouch Student Receipting Software
- ForeCast 5 Software
- Courier
- Student Information System Suite: General Student Records, Gradebook, Attendance, Scheduler, Online Registration, and Data Warehouse and Analytics
- PowerSchool Special Education Records Systems
- Educational Technology
- Help Desk
- Systems Analysts
- Network Support Services Including Wide Area Network Operation
- Education Evaluation and Consultation Center (School Psychologists, Speech Language Pathologists, and other special education assessment personnel); includes Early Intervention/Early Childhood Special Education and Audiology evaluations
- Occupational Therapy, Physical Therapy and Augmentative Communication Services
- Support and Consultation for Students with Severe Disabilities
- Student and Family Services Support
- Home School Registration and Assessment Tracking

Tier 2 Resolution Services

Once Tier 1 funds are allocated, the remaining balance is used for Tier 2 services. Tier 2 funds are allocated based on the ADMw of the 12 component districts using the final 2017 – 2018 estimate published in May 2019. The amount is rounded to the nearest whole percentage, not less than 1%. Once established, the Tier 2 ADMw calculation does not change over a two-year period in order for districts and LBL to maintain stable programs. LBL and its component school districts will stay within the constraints of the agreements, yet provide flexibility in the use of funds.

It is further agreed:

Changes in Tier 2 resolution services are negotiated by each district between the LBL superintendent and the component school district superintendent based on individual need and within the following criteria:

- Assist component school districts in meeting requirements of state and federal law
- Improve student learning
- Enhance the quality of instruction provided to students
- Provide professional development to component school district employees
- Enable component school districts and the students who attend schools in those districts to have equitable access to resources
- Maximize operational and fiscal efficiencies for component school districts
- Service decisions will be made prior to May 1st of each year when possible
- Estimates of available resolution funding will be provided in April of each year

While every attempt is made to achieve economies of scale in Tier 2, the emphasis is on customizing a service package for each district. Tier 2 services do not require participation by a certain number of school districts. The emphasis is on the development of consortia of districts utilizing a given service. These consortia may, and most likely will, utilize a variety of funding resources, including resolution service resources, to fund services. The cost of Tier 2 services will be based on the districts ADMr where applicable. Up to 50% of the district's allocated Tier 2 resources may be used to acquire services from sources other than LBL if the service is not provided by LBL, based on the above criterion. Individual districts will determine Tier 2 services of Charter Schools.

Amendments to the Local Service Plan

If the component school districts approve an amendment to a Local Service Plan, the board of an education service district may amend a Local Service Plan that has been previously adopted by the LBL Board and approved by the Boards of component school districts.

By _____ **School District**

LBL Board Chair

Date

School District Board Chair

Date

LBL Planning Calendar for Developing and Approving Resolution Services

Month(s)	Activity
September and October	Visit and interview districts to discuss service level satisfaction, LBL performance measures, and emerging needs. Survey electronically as needed.
October/November	Present VCSA draft resolution Local Service Plan for next biennium. Review/revise the Local Service Plan as described under ORS 334.175(1) and with input from superintendents.
November	VCSA Superintendents finalize Local Service Plan services and agreements resulting in recommendation of the LBL Local Service Plan to LBL Board of Directors and Component School Districts.
December	Recommended LBL Local Service Plan will be provided to LBL Board of Directors for adoption for the biennium. By statute, the Local Service Plan must be approved by districts each year.
January/February	After being adopted by the LBL Board of Directors the Local Service Plan is approved on or before March 1 by resolution of two-thirds of the component school districts that are part of the education service district and that have at least a majority of the pupils included in the average daily membership of LBL. Adoption by component district boards shall occur before March 1.
March	Notify LBL staff of changes in service requirements as established in the Local Service Plan.
April and May	LBL acquires the necessary staffing, equipment, and technology and other resources to deliver the services required or services are brokered through other sources.

LBL Service Assessment: Regional Advantage and Infrastructure Capacity

LBL will use the following guidelines to assist in determining the feasibility of adding or changing services.

- LBL can provide the service more **efficiently** due to regional presence
- LBL can provide the service more **effectively** due to regional presence
- LBL has the current capacity to add the proposed service
- LBL has the capacity to expand as needed in order to provide the proposed service

LBL Service Areas

Administrative Services Board and Superintendent	
Service Description	Funding Source
<p>Board of Directors Support the LBL Board of Directors on legal and policy issues including negotiating contracts, litigation and issues related to Board action.</p>	<p>Non-Resolution Funds Generated from 10% of State School Funds, indirect charges and investment earnings.</p>
<p>Office of the Superintendent Provide LBL and regional leadership; support districts in meeting educational needs. Facilitate ODE and OAESD initiatives and grants. Provide conference space and training labs.</p>	<p>Non-Resolution Funds Generated from 10% of State School Funds, indirect charges and investment earnings.</p>
<p>Human Resources Program Deliver effective strategies in supporting LBL employees including recruitment, personnel management, benefit management and contract management.</p>	<p>Non-Resolution Funds Generated from 10% of State School Funds, indirect charges and investment earnings.</p>
<p>Facility Management Maintain the LBL Facility and Conference Center for use by employees and other educators throughout the region.</p>	<p>Non-Resolution Funds Generated from 10% of State School Funds, indirect charges and investment earnings.</p>
<p>Web Design and Maintenance - LBL Specialized web development services; LBL intranet content management.</p>	<p>Non-Resolution Funds Generated from 10% of State School Funds, indirect charges and investment earnings.</p>

Administrative Services Business Services	
LBL ESD Business Services Program provides services to assist schools, districts and LBL in day-to-day business operations	
Service Description	Funding Source
<p>Business Services Delivery and support of Infinite Visions business information system software (including help desk) and all business functions to LBL.</p>	<p>Non-Resolution Funds Generated from 10% of State School Fund and Indirect Fees on Services</p>
<p>Courier Service Delivery of goods and equipment to component districts via a twice-weekly schedule.</p>	<p>Non-Resolution Funds and Tier 1 Resolution Service</p>

Administrative Services Business Services – Continued

LBL ESD Business Services Program provides services to assist schools, districts and LBL in day-to-day business operations

Service Description	Funding Source																					
<p>Business Information System (BIS) Delivery and Support of Infinite Visions business information system software (including help desk) to component school districts.</p>	Tier 1 Resolution																					
<p>Business Information System Delivery and Support of Infinite Visions business information system software (including help desk) to the following non-component school districts and charter schools:</p> <table style="width: 100%; border: none;"> <tr> <td>Athena Weston</td> <td>Condon</td> <td>Echo</td> </tr> <tr> <td>Eddyville Charter</td> <td>Falls City</td> <td>Gervais</td> </tr> <tr> <td>Jefferson</td> <td>Klamath Falls</td> <td>Milton Freewater</td> </tr> <tr> <td>Morrow County</td> <td>Mt Angel</td> <td>North Central ESD*</td> </tr> <tr> <td>Pilot Rock</td> <td>Pleasant Hill</td> <td>Silver Falls</td> </tr> <tr> <td>Siletz Academy Charter</td> <td colspan="2">Siletz Valley Charter</td> </tr> <tr> <td>Springfield</td> <td>St. Paul</td> <td>Willamina</td> </tr> </table> <p>* Arlington, Fossil, Mitchell, Sherman, Spray</p>	Athena Weston	Condon	Echo	Eddyville Charter	Falls City	Gervais	Jefferson	Klamath Falls	Milton Freewater	Morrow County	Mt Angel	North Central ESD*	Pilot Rock	Pleasant Hill	Silver Falls	Siletz Academy Charter	Siletz Valley Charter		Springfield	St. Paul	Willamina	Non-Component District Intergovernmental Agreements
Athena Weston	Condon	Echo																				
Eddyville Charter	Falls City	Gervais																				
Jefferson	Klamath Falls	Milton Freewater																				
Morrow County	Mt Angel	North Central ESD*																				
Pilot Rock	Pleasant Hill	Silver Falls																				
Siletz Academy Charter	Siletz Valley Charter																					
Springfield	St. Paul	Willamina																				
<p>Business Information System Delivery and Support of InTouch Receipting software for tracking student body funds (including help desk) to the following component and non-component school districts:</p> <p>Component Districts:</p> <table style="width: 100%; border: none;"> <tr> <td>Alsea</td> <td>Albany</td> <td>Central Linn</td> </tr> <tr> <td>Corvallis</td> <td>Harrisburg</td> <td>Lebanon</td> </tr> <tr> <td>Lincoln County</td> <td>Monroe</td> <td>Philomath</td> </tr> <tr> <td>Santiam Canyon</td> <td>Scio</td> <td>Sweet Home</td> </tr> </table> <p>Non-Component Districts, Charter Schools:</p> <table style="width: 100%; border: none;"> <tr> <td>Amity</td> <td>Athena Weston</td> <td>Eddyville Charter</td> </tr> <tr> <td>Falls City</td> <td>Jefferson</td> <td>Klamath Falls</td> </tr> <tr> <td>Mount Angel</td> <td>St. Paul</td> <td></td> </tr> </table>	Alsea	Albany	Central Linn	Corvallis	Harrisburg	Lebanon	Lincoln County	Monroe	Philomath	Santiam Canyon	Scio	Sweet Home	Amity	Athena Weston	Eddyville Charter	Falls City	Jefferson	Klamath Falls	Mount Angel	St. Paul		Tier 1 Resolution and Non-Component District Intergovernmental Agreements
Alsea	Albany	Central Linn																				
Corvallis	Harrisburg	Lebanon																				
Lincoln County	Monroe	Philomath																				
Santiam Canyon	Scio	Sweet Home																				
Amity	Athena Weston	Eddyville Charter																				
Falls City	Jefferson	Klamath Falls																				
Mount Angel	St. Paul																					
<p>Business Administration Services Provide a variety of business services to districts. Services include: assist districts in preparing and maintaining budgets, meeting audit and Oregon Department of Education (ODE) reporting requirements, maintaining general ledger, processing payroll, completing accounts payable tasks, reconciling employee benefits, preparing tax payments, processing PERS payments.</p> <p>Component Districts:</p> <table style="width: 100%; border: none;"> <tr> <td>Alsea</td> <td>Harrisburg</td> <td>Monroe</td> </tr> <tr> <td>Santiam Canyon</td> <td>Scio</td> <td>Sweet Home</td> </tr> </table>	Alsea	Harrisburg	Monroe	Santiam Canyon	Scio	Sweet Home	Tier 2 Resolution															
Alsea	Harrisburg	Monroe																				
Santiam Canyon	Scio	Sweet Home																				

Administrative Services Business Services – Continued	
LBL ESD Business Services Program provides services to assist schools, districts and LBL in day-to-day business operations	
Service Description	Funding Source
Business Administration Services (continued) <i>Non-Component Districts:</i> Eddyville Charter Falls City Jefferson Siletz Charter	Non-Component District Intergovernmental Agreements
Administration Services Tier 2 funds used for services that are not provided by LBL.	Tier 2 Resolution

Cascade Regional Program	
Services for students with Low Incidence Disabilities: Vision, Hearing, Orthopedic and Autism, in addition to audiology and augmentative communication	
Service Description	Funding Source
Cascade Regional Program Provide support for students with vision impairment, hearing impairment, severe orthopedic impairment, autism spectrum disorder and traumatic brain injury. The program staff members consist of teachers licensed in special education and licensed occupational and physical therapists. Services include consultation, assessment, instruction and adaptive materials. Includes transit funds to South Coast ESD.	Oregon Department of Education Contract
Support Services to Students with Special Needs Provide services specific to individual district program needs. Services include occupational and physical therapy and augmentative communication support.	Tier 1 Resolution

Early Intervention/Early Childhood Special Education	
Early intervention services for children birth through two years and early childhood special education for children three to five years	
Service Description	Funding Source
Early Intervention/Early Childhood Special Education (EI/ECSE) Provide assessment, evaluation, early intervention and early childhood special education services for eligible children from birth to five years in Benton, Linn and Lincoln counties. EI/ECSE specialists, speech language pathologists and related service staff members provide a continuum of services, both consultative and direct for eligible children and their families. Support includes assisting in kindergarten transition efforts. Includes transit funds to South Coast ESD.	Oregon Department of Education Contract

Information Systems	
Supporting Instructional Improvement through Technology	
Service Description	Funding Source
<p>LBL Student Information System (SIS) A suite of student information records management software applications specifically tailored for Oregon schools. Products include: General Student Records, Gradebook, Attendance, Scheduler, Online Registration, and Data Warehouse and Analytics. The SIS Suite is provided to all component school districts.</p>	Tier 1 Resolution
<p>LBL Student Information System A suite of student information records management software applications specifically tailored for Oregon schools. Products include: General Student Records, Gradebook, Attendance, Scheduler, Online Registration, and Data Warehouse and Analytics. <i>Non-Component Districts, Charter Schools and Programs:</i> Amity Athena Weston Eddyville Charter Falls City Jefferson Lake County Mt. Angel Pleasant Hill Prospect Charter Silver Falls Siletz Valley Charter Siletz Early College Academy North Santiam Pilot Rock LBL Long Term Care and Treatment Program Lincoln City Career Technical High School</p>	Non-Component District Intergovernmental Agreements
<p>PowerSchool Special Education Records Management Software license, Help Desk support, training and state reporting for Special Education records. Includes Section 504 Module for component districts.</p>	Tier 1 Resolution
<p>PowerSchool Special Education Records Management Software license, Help Desk support, training and state reporting for Special Education and/or Modules: Section 504 Records/Spanish Translation/Response to Intervention. <i>Non-Component Districts, Charter Schools and Programs:</i> Amity Ashland Athena Weston Baker Bethel Cascade Cove Creswell Crow-Applegate Dallas Dufur Elgin Falls City Gervais Harney County SDs #1, #3, #4 Harney ESD (Diamond, Double O, Drewsey, Fields/South Harney, Frenchglen, Pine Creek, Suntex) Helix Imbler InterMountain ESD Ione Jefferson Jefferson County</p>	Tier 2 Resolution (Spanish Translation, Response to Intervention Modules) and Non-Component District Intergovernmental Agreements

Information Systems - Continued		
Supporting Instructional Improvement through Technology		
Service Description		Funding Source
Jefferson ESD (Ashwood, Black Butte, Culver) La Grande Lake County Lake ESD (Adel, Paisley, Plush) Lowell Marcola McKenzie Morrow County Mt. Angel North Lake North Powder North Santiam Oakland Oakridge		Tier 2 Resolution (Spanish Translation, Response to Intervention Modules) and Non-Component District Intergovernmental Agreements
PowerSchool Special Education Records Management (continued) <i>Non-Component Districts, Charter Schools and Programs:</i> Perrydale Pilot Rock Pine Eagle Pleasant Hill Riddle Sheridan Silver Falls South Lane South Umpqua South Wasco St. Paul Stanfield Umatilla Union George Fox University LBL Long Term Care and Treatment Program Old Mill Center Oregon Department of Corrections (4)		Non-Component District Intergovernmental Agreements
Systems Analysts System analysts support all information systems, legacy systems, network and state reporting requirements.		Tier 1 Resolution
Help Desk Service Support for all areas of technology including information systems and network services. These include state reporting, instructional technology, SIS and legacy systems.		Tier 1 Resolution
School Improvement and Student Achievement Support Facilitate regular meetings of district curriculum leaders. Facilitate region-wide professional development. Support the use of technology in linking standards to student outcomes and providing tools to report student progress and achievement.		Tier 1 Resolution
Web Design and Maintenance – District Service Provide specialized web development and management services.		Tier 2 Resolution and Non-Component District Intergovernmental Agreements

Long Term Care and Treatment Education Program	
Education services for students placed in residential and day treatment programs	
Service Description	Funding Source
<p>Farm Home School Provide educational programs, serving a rotational population of students (K-12th grade) in residence and day treatment at Children’s Farm Home. Clients are referred from counties throughout the state for assessment, stabilization and treatment of mental health disorders.</p> <p>Day Treatment at Wake Robin School Provide educational programs for students (K-12th grade) in day treatment, currently located at the Children’s Farm Home. Clients are placed for mental health purposes.</p> <p>Old Mill Center Provide educational program, serving students (Preschool-2nd grade) in day treatment at the Old Mill Center for Children and Families treatment facility in Corvallis. Clients are placed for mental health purposes.</p>	<p>Oregon Department of Education Contract</p>

Network Systems	
Wide and Local Area Networks, Data Center Services	
Service Description	Funding Source
<p>Wide Area Network (WAN) Provide ongoing support of services, equipment, security and monitoring for the regional network that connects districts, LBL and the internet. This service enables safe and efficient access to data-delivery systems beyond the district network.</p>	<p>Tier 1 Resolution</p>
<p>District Network Second-Level Support Provide ongoing escalation support for district staff when solving network-based technical problems and planning future network-based technology projects.</p>	<p>Tier 1 Resolution</p>
<p>Component District Technology Support Provide technical support and/or recommended licenses to support district technology programs/projects. These include but are not limited to Microsoft Exchange email service, email (Gmail and Office 365 setup), email archiving, iBoss CIPA filtering, Internet Service Provider-bandwidth provisioning, LAN and wireless support, off-site data storage, VMware, Active Directory and virtual server hosting. All LBL component districts use a variety of these services, based on individual district needs.</p>	<p>Tier 2 Resolution</p>

Network Systems - Continued	
Wide and Local Area Networks, Data Center Services	
Service Description	Funding Source
<p>District Support: Local Area Networks and Computer Support Technicians Hire and support staff to meet network/computer needs of individual districts.</p> <p>Component Districts: Albany Central Linn Harrisburg Lincoln County Monroe Philomath Santiam Canyon</p> <p>Non-Component Districts, Charter Schools and Programs: Eddyville Charter Siletz Valley Charter Long Term Care and Treatment Early Intervention/Early Childhood Special Education</p>	<p>Tier 2 Resolution and Non-Component District Intergovernmental Agreements</p>

Special Education and Evaluation Services	
Special education evaluation, consultation and direct services. Additional support to districts that includes special projects and grant implementation.	
Service Description	Funding Source
<p>Special Education Evaluation Services The Education Evaluation and Consultation Center (EECC) provides special education evaluation and consultation for K-12 students. Evaluations are provided both in-district and at the LBL facility. Funds are also allocated for audiology evaluations and EI/ECSE evaluations.</p> <p>Includes tiered instruction consultation and interpreter/translator support and training.</p>	Tier 1 Resolution
<p>Services to Students with Severe Disabilities Provide funds and consultation for students with severe disabilities.</p>	Tier 1 Resolution
<p>Support Services to Students with Special Needs Provide services specific to individual district program needs. Services include school psychologists, speech language pathologists, and learning specialists.</p>	Tier 2 Resolution
<p>Talented and Gifted Test Support Distribute and score assessments to assist districts in determining TAG eligibility.</p>	Tier 2 Resolution
<p>Individuals with Disabilities Education Act (IDEA) Consortium Services Provide IDEA Consortium services and support to six component districts. <i>Component Districts:</i> Alsea Central Linn Harrisburg Monroe Scio Santiam Canyon</p>	IDEA Consortium Funds

Student and Family Support Services	
Serving students with behavior, social service, and academic achievement needs.	
Service Description	Funding Source
<p>Student and Family Services Support Provide .5 FTE administrative oversight to program services listed below. Also includes facilitating interagency collaboration, crisis response training, student threat assessment team training, grant writing and other activities that support social, emotional and mental health needs of students.</p>	Tier 1 Resolution
<p>Home School Support LBL registers and provides support for home school students residing in the LBL region.</p>	Tier 1 Resolution
<p>Attendance Services Assist schools, students and parents by supporting regular school attendance. Provide intervention with students that have excessive absences or who are not enrolled in an</p>	Tier 2 Resolution

education program. Consult with districts and schools regarding policies and practices that may improve student attendance.	
Behavior Consultant Services Provide direct and consultative behavior support services related to the needs of students who are experiencing social, emotional and behavioral challenges that interfere with school success. Work with district and building level teams to support implementation of PBIS.	Tier 2 Resolution and Non-Component District Intergovernmental Agreements
Family Support Liaison Services Provide support, home visiting and linkage to school, health and community resources to students who are experiencing a variety of challenges to their success in school or for school readiness.	Tier 2 Resolution, Juvenile Crime Prevention Funds (Linn County), LBL Administrative Medicaid Funds
Chronic Absenteeism Consultant Services Provides support and training to school districts to reduce chronic absenteeism.	ODE Grant
Transition Network Facilitator Provide special education transition technical assistance and training to districts and community partners.	ODE Grant
Youth Transition Program Transition services for students with disabilities that present a barrier to employment.	ODE and Vocational Rehabilitation Grant, and District Matching Funds

Student and Family Support Services (Continued)	
Serving students with behavior, social service, and academic achievement needs.	
Service Description	Funding Source
Oregon Health Authority (OHA) Medicaid Administrative Claiming (MAC) Provide training and consultation to district coordinators in implementing the Medicaid Administrative Claiming process. Monitor district survey results and submit MAC survey results and claims to OHA. Generated funds are transited to districts.	Tier 2 Resolution

LBL Program Performance Goals

2018 – 2019

Annual goals are reviewed and reported to the LBL Board in August. Requests for copies of the report can be made to the Assistant Superintendent.

Business Services	
Business Services Performance Goal #1	By June 2019, develop a business plan that communicates services, benefits, costs and a related customer implementation plan that will promote LBL’s business products/applications and expand district use by 15% compared to fiscal year 2017-18 services.
Business Services Performance Goal #2	By June 2019, develop an Erate service for districts to assist in identifying category 2 projects, writing RFP’s, and filing all required forms with USAC for funding.

Human Resources	
Human Resources Performance Goal #1	By May 30, 2019, in a collaborative effort with licensed LBL educators and administrators, work to revise their current professional growth and evaluation processes to reflect changes in the federal Every Student Succeeds Act and the Oregon Framework for Teacher & Administrator Evaluation and Support Systems.
Human Resources Performance Goal #2	In order to ensure consistent, quality services to students and districts, LBL Human Resources will develop and implement recruitment strategies specific to hiring Occupational Therapists, Certified Occupational Therapy Assistants, and Physical Therapists to fully staff the Cascade Regional Program by September 2019.

Cascade Regional Program (CRP)	
CRP Goal #1	A Cascade Regional Program workgroup will create criteria for determining Occupational and/or Physical Therapy eligibility for students with mild/moderate needs thus reducing the overall number of students receiving services to only those demonstrating the greatest educational impact and allowing more time to build capacity through inservice type consultation services to LBL ESD component districts by June 2020 as demonstrated by an overall reduction of caseload numbers and increase provision of school/district/ESD-wide inservice trainings.

CRP Goal #2	Improve Cascade Regional’s webpage by providing more resource links and incorporating the Assistive Technology (AT) information into individual discipline pages increasing discipline specific supports and reducing misleading or confusing information about how to access AT by June 2019 as measured by and increased number of hits on each webpage.
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Early Intervention/Early Childhood Special Education (EI/ECSE)	
EI/ECSE Goal #1	In alignment with the goals of the State Systemic Improvement Plan (SSIP) to increase social-emotional and ‘approaches to learning’ skills, the LBL ESD EI/ECSE program will expand the Positive Behavior Intervention and Supports (PBIS) coaching model to train two additional coaches and include two Linn-Benton classroom teams by June 2019.
EI/ECSE Goal #2	In alignment with the goals of the State Systemic Improvement Plan (SSIP) to increase social-emotional and ‘approaches to learning’ skills, the LBL ESD EI/ECSE program will expand the Collaborative Problem Solving (CPS) model to one additional classroom and begin training a program level coach by June 2019.
EI/ECSE Goal #3	To promote early childhood special education services provided in local community settings, the EI/ECSE program will increase the number of students receiving special education services in community pre-school sites from 29.4% to the state target of 35.5% by June 2019.

Information Systems	
Information Systems Goal #1	During the 2018-2019 School year I will create an exit plan to help my department prepare for the replacement of senior staff as they retire over the next five years. This will include specific job descriptions and daily workflow for all employees, cross training plan of staff who will not retire soon, and a financial plan for training new staff while the expertise is still in house.
Information Systems Goal #2	In an effort to communicate more effectively with our users, Information Systems will create an easily digestible template for dispensing necessary information. This template will be presented to the SIS Steering committee for feedback in the October meeting with a request for their help in being our eyes and ears on whether this new communication style is easier for our users to read. The committee will be asked to give us feedback during the year, with an official check in at the February and June meetings.

Long Term Care and Treatment (LTCT)	
Long Term Care and Treatment Goal #1	In 2018- 2019, professional development will continue to focus on literacy and writing. By June 2019, all students in residence or day treatment for at least 90 days, that complete a pre and post writing sample, will demonstrate growth on at least two attributes of writing as scored on the Oregon Department of Education (ODE) Official Writing Scoring Guide.
Long Term Care and Treatment Goal #2	By June 2019, LTCT staff will: <ul style="list-style-type: none"> a) Revise and update the Student Education Plan & Profile (StEPP) document, and have completed training on the criteria for creating a comprehensive Student Education Plan & Profile (StEPP) for every student transitioning back to local district, b) develop a short survey to send with the transitioning student’s StEPP and other transition documents that will collect feedback from district staff on the quality and usefulness of the information provided for the transition.

Student Family Support Services (SFSS)	
SFSS Goal #1	Behavior Consultants and Family Support Liaisons will obtain data from component school districts, youth service agencies, and wraparound teams to identify student access barriers to health/social services and develop a resource for navigation of services by June, 2019.
SFSS Goal#2	SFSS will implement innovative evidenced based strategies and provide materials and resources to targeted school districts to reduce the averaged chronic absenteeism rate to 10% or less by June, 2019 as evidenced by attendance data.

Special Education & Evaluation Services (SEES)	
SEES Goal #1	<p>During the 2018-19 school year, SEES staff will increase capacity to provide districts with Multi-Tiered Systems of Support (MTSS) support by:</p> <ul style="list-style-type: none"> a) training staff through key MTSS trainings in state and out of state b) developing communication tools to explain the specialists role in the implementation of MTSS and how we are increasing our capacity of support to districts by aligning our work with ongoing district school improvement initiatives c) participating in building or district level system teams in at least 3 out of 12 districts to provide specialist support and additional resources on districts school improvement initiatives.
SEES Goal #2	<p>To maintain increased capacity for springtime in-center testing and utilizing the increased staffing, we will schedule six students a week from March through May at least 95% of the time to reduce the number of students on the carry over list for fall by 50%.</p>

Network Systems	
Network Program Goal #1	<p>By March 2019, Network staff will have completed the design for the new iBoss content filtering system for the ESD and participating component districts, and product will be in full usage by technology staff.</p>
Network Program Goal #2	<p>By December 2018, LBL ESD will have selected a VOIP phone system through a RFP process, and have developed an implementation plan which includes installation and staff training.</p>
Network Program Goal #3	<p>By March 2019, Network staff will have completed Phase 1 of the Disaster y Plan that will have tested cloud storage and off-site data storage for critical ESD services.</p>
Network Program Goal #4	<p>By June 2019, Network Services will have developed a randomized survey tool linked to user tickets in the Web Help Desk software. Collected feedback data from users will be processed with Network staff to improve delivery of technology services.</p>

LBL Program Performance Goals

2019 – 2020

LBL Agency Goals	
LBL Agency Goal #1	Support success for all students and their districts by delivering excellent, equitable, efficient and cost effective services.
LBL Agency Goal #2	Foster positive relationships by strengthening communication within the ESD, with school districts, other organizations and communities
LBL Agency Goal #3	Continue long-term financial stability

Human Resources	
LBL Agency Goal #1	Support success for all students and their districts by delivering excellent, equitable, efficient and cost effective services.
Human Resources Performance Goal #1	<p>Recruitment for hard-to fill positions: Continuing goal.</p> <p>In continuing LBL’s goal of hiring long-term licensed employees such as Occupational Therapists, LBL will expand recruiting efforts to national conferences, university program visits and focus on practitioners specializing in school-based service.</p>
Human Resources Performance Goal #2	<p>Explore our district’s needs in the area of human resources support.</p> <p>Visit with other ESDs who offer this type of service to their constituent districts and develop a service proposal to present to cabinet and the board for a possible area of expansion.</p>

Business Services	
LBL Agency Goal # 1	Continue long-term financial stability.
Business Services Performance Goal # 1	Increase E-rate services across the state of Oregon to become a self-supporting program.

Business Services-continued

Business Services Performance Goal # 2	To improve efficiencies and increase functionality for all users, the business office will upgrade and train all districts and LBL staff on how to use the new web portal, version DNN9.
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Cascade Regional Program

LBL Agency Goal # 1	Support success for all students and their districts by delivering excellent, equitable, efficient and cost effective services.
Cascade Regional Program Performance Goal #1	<p>Improve accuracy of student service time data collection for the purpose of:</p> <ul style="list-style-type: none"> - Prioritize student service needs - Align service provider services across districts - Continue to analyze data surrounding provision of services - Improve the referral and identification process - Refine process for capturing service time by provider/discipline, student time and/or by district service time for improved tracking and reporting
LBL Agency Goal # 3	Continue long-term financial stability.
Cascade Regional Program Performance Goal #2	Participate in state level conversations regarding the potentially significant changes to the Regional Service Plan which would have both political and financial ramifications regarding service provision to districts.
LBL Agency Goal # 2	Foster positive relationships by strengthening communication within the ESD, with school districts, other organizations and communities.

Cascade Regional Program-continued

<p>Cascade Regional Program Performance Goal #3</p>	<p>Through a statewide collaborative effort, increase awareness about Regional Low-Incidence, High Need programs and demographics by participating in outreach to other stakeholders rather than just Special Education Directors (legislature, OAESD, VSCA, etc.).</p> <ul style="list-style-type: none"> - Describe what Regional programs are - Explain the supports provided by Regional specialists. - Increase general knowledge around the impact specialists provide to students at an efficient and effective cost. - Educate regarding the funding history and actual needs for productive service levels.
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Early Intervention/Early Childhood Special Education (EI/ECSE)

<p>LBL Agency Goal # 1</p>	<p>Support success for all students and their districts by delivering excellent, equitable, efficient and cost effective services.</p>
<p>Early Intervention/Early Childhood Special Education Goal # 1</p>	<p>In alignment with the goals of the State Systemic Improvement Plan (SSIP) to increase social-emotional and ‘approaches to learning’ skills, the LBL ESD EI/ECSE program will expand social/emotional teaching practices, investigate autism curriculum that better aligns to the SSIP objectives, and work with the new administrator at South Coast ESD (SCESD) (subcontract) to initiate their alignment to the SSIP objectives, by June 2020.</p> <ol style="list-style-type: none"> 1. The LBL ESD EI/ECSE program will expand the Positive Behavior Intervention and Supports (PBIS) and Collaborative Problem Solving (CPS) philosophies to embed and improve practices in all Linn, Benton, and Lincoln EI/ECSE classrooms by increasing scores on the Benchmarks of Quality and the Teaching Pyramid Observation Tool (T-POT) from pre/post 2019-20 measurements. 2. The LBL ESD EI/ECSE program will research, select and plan for the implementation of an autism training program that better aligns with the SSIP social/emotional

	<p>practices and supports ‘approaches to learning’ skills by teaching in a format that supports better generalization of skills to a broader span of educational settings/placements.</p> <p>3. The LBL ESD EI/ECSE program administrators will work with the new administrator at SCESD to create PBIS and CPS teams to begin training and implementation for the 2020-21 school year.</p>
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Information Systems	
LBL Agency Goal #1	Support success for all students and their districts by delivering excellent, equitable, efficient and cost effective services.
Information Systems Goal #1	<p>Support districts with readily available data from Argos, in the area of Chronic Absenteeism as it relates to team planning for student achievement success.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Create Chronic Absenteeism Argos Dashboard <input type="checkbox"/> Assist Chronic Absenteeism grant and districts as they develop individual district plans <input type="checkbox"/> Provide direct training to district staff responsible for absence monitoring and reporting <input type="checkbox"/> Provide follow up training to other district staff involved in the initiative
LBL Agency Goal #2	Foster positive relationships by strengthening communication within the ESD, with school districts, other organizations and communities.
Information Systems Goal #2	Information Systems has an extensive communication system through ClassLink that is sent out to specific users whenever they are affected by any and all changes to our system. In an effort to reach users that might not use ClassLink or might miss our communication, Information Systems will create and distribute a quarterly newsletter showcasing various features in our system that help districts with their student data.

Long Term Care and Treatment (LTCT)	
LBL Agency Goal #2	Foster positive relationships by strengthening communication within the ESD, with school districts, other organizations and communities.
Long Term Care and Treatment Goal #1	<p>LTCT staff will:</p> <ol style="list-style-type: none"> 1. Prepare and complete a comprehensive Student Education Plan & Profile (StEPP) document for all students upon LTCT enrollment and stay; share document with districts upon student transition and discharge. 2. Gather input regarding student transition priorities from districts. 3. Using the district input, state requirements, staff expertise, adjust the StEPP document and transition process. 4. Evaluate the effectiveness of our transition process and communication by developing a short survey to collect feedback from district staff on the quality and usefulness of the information provided for the transition.
LBL Agency Goal #2	Foster positive relationships by strengthening communication within the ESD, with school districts, other organizations and communities.
Long Term Care and Treatment Goal #2	<p>ODE has developed a LTCT statewide application process for the 2021-2023 biennium. Resident school districts where the residential or day treatment facility is located must now be the applicant. ODE will review and select applicants to serve as LTCT programs. Grant awards are limited.</p> <p>During the 2019-2020 school year, support Corvallis School District in the application process:</p> <ul style="list-style-type: none"> ● Communicate the change process and set up meetings with mental health facility providers and school district ● Facilitate the collection and preparation of all required application components. ● Meet all timelines for the application process. (Fall 2019 TBD) ● Monitor the ODE selection outcome (Winter -Early Spring 2020 TBD).

Network Systems

LBL Agency Goal #3	Continue long-term financial stability.
Network Program Goal #1	Promote district access to two new Tier 2 services available to our districts; Data Protection and JAMF(Apple device management) for our districts.
LBL Agency Goal #2	Foster positive relationships by strengthening communication within the ESD, with school districts, other organizations and communities.
Network Program Goal #2	Continue to build community between LBL technical teams by combining monthly staff meetings between Information Systems and Network staff.
Network Program Goal #3	Update the Network Page on the ESD website to better promote the services we offer our districts.
Network Program Goal #4	Creating pathways in communication for project transparency by allowing the process to be accessible for all stakeholders.
LBL Agency Goal #1	Support success for all students and their districts by delivering excellent, equitable, efficient and cost effective services.
Network Program Goal #5	With identified partners continue to develop the architecture of the Disaster recovery plan, including implementation.

Special Education and Evaluation Services (SEES)

LBL Agency Goal #2	Foster positive relationships by strengthening communication within the ESD, with school districts, other organizations and communities.
Special Education and Evaluation Services Goal #1	<p>During the 2019-2020 school year, SEES will work with districts to decrease the number of students on the carry over list by 25% for the start of the 2020-2021 school year by:</p> <ul style="list-style-type: none"> a). working with district teams to prioritize evaluation requests by completing 3 year re-evaluations at least 30 days before the due date. b). providing tools and guidance to district teams to ensure evaluation requests are complete, accurate and timely to avoid delays in beginning the evaluation process. c). increasing the number of students being tested during the springtime in-center testing window (March through May).
LBL Agency Goal #1	Support success for all students and their districts by delivering excellent, equitable, efficient and cost effective services.
Special Education and Evaluation Services Goal #2	<p>During the 2019-2020 school year, SEES staff will increase capacity to provide districts with Multi-Tiered Systems of Support (MTSS) support by:</p> <ul style="list-style-type: none"> a). training SEES staff through key MTSS learning opportunities in state and out of state b). identifying resources for selecting interventions and progress monitoring tools for districts.

Student and Family Support Services

LBL Agency Goal #2	Foster positive relationships by strengthening communication within the ESD, with school districts, other organizations and communities.
Student and Family Support Services Goal #1	SFSS will implement innovative evidenced based strategies and provide materials and resources to targeted school districts to reduce the averaged chronic absenteeism rate to 10% or less by June 2020 as evidenced by attendance data.
LBL Agency Goal #2	Foster positive relationships by strengthening communication within the ESD, with school districts, other organizations and communities.
Student and Family Support Services Goal #1	SFSS will develop Sexual Incident Response Teams to provide consultation and training to school teams and coordinate multidisciplinary team consultation in collaboration with youth serving agencies to mitigate harm to students by June 2020.

Strategic Partnerships

LBL Agency Goal # 1	Support success for all students and their districts by delivering excellent, equitable, efficient and cost effective services.
Interagency Partnerships & Innovation in Education Goal #1	The IPIE department will work with component districts to facilitate and provide resources and tools for the Student Success Act and ESSA (CIP).

Strategic Partnerships-continued

LBL Agency Goal # 2	Foster positive relationships by strengthening communication within the ESD, with school districts, other organizations and communities.
Interagency Partnerships & Innovation in Education Goal #2	Create the Interagency Partnerships and Innovation in Education webpage to increase communication between LBLESD and our component Districts by December 2019. We will provide resource links which will include information on ODE updates, Grants and Initiatives, School Improvement, and Professional Development that will support the Student Success Act. The number of visits to the webpage will be measured to determine use. We will share this through three different avenues throughout the year.



LBL Local Service Plan 2020-2021 Resolution

Resolution Service Allocation

At least 90% of the annual State School Fund (SSF), Property Tax and other qualifying resources allocated to LBL will be expended on resolution services. Services will be provided on a two-tiered basis.

Tier 1 Resolution Services

Tier 1 includes services that are available to all 12 districts and are determined as being essential to all districts. Approval to sustain or add a Tier 1 service occurs with a positive vote of 2/3 of the districts, representing over 50% of the students (based on the ADMr using the final 2017-2018 estimate published in May 2019). The emphasis in Tier 1 is on achieving the greatest economies of scale and assuring equity of access. Tier 1 services are fully funded from the 90% SSF allocation. Service decisions are made for a two year period. However, if a service is provided through a contract that LBL holds with a third party vendor, the term of that contract will take precedence. If a service is provided through a contract that LBL holds with a third party vendor, the term of that contract will take precedence.

- Business Information Services
- InTouch Student Receipting Software
- ForeCast 5 Software
- Courier
- Student Information System Suite: General Student Records, Gradebook, Attendance, Scheduler, Online Registration, and Data Warehouse and Analytics
- PowerSchool Special Education Records Systems
- Educational Technology
- Help Desk
- Systems Analysts
- Network Support Services Including Wide Area Network Operation
- Education Evaluation and Consultation Center (School Psychologists, Speech Language Pathologists, and other special education assessment personnel); includes Early Intervention/Early Childhood Special Education and Audiology evaluations
- Occupational Therapy, Physical Therapy and Augmentative Communication Services
- Support and Consultation for Students with Severe Disabilities
- Student and Family Services Support
- Home School Registration and Assessment Tracking

Tier 2 Resolution Services

Once Tier 1 funds are allocated, the remaining balance is used for Tier 2 services. Tier 2 funds are allocated based on the ADMw of the 12 component districts using the final 2017 – 2018 estimate published in May 2019. The amount is rounded to the nearest whole percentage, not less than 1%. Once established, the Tier 2 ADMw calculation does not change over a two-year period in order for districts and LBL to maintain stable programs. LBL and its component school districts will stay within the constraints of the agreements, yet provide flexibility in the use of funds.

It is further agreed:

Changes in Tier 2 resolution services are negotiated by each district between the LBL superintendent and the component school district superintendent based on individual need and within the following criteria:

- Assist component school districts in meeting requirements of state and federal law
- Improve student learning
- Enhance the quality of instruction provided to students
- Provide professional development to component school district employees
- Enable component school districts and the students who attend schools in those districts to have equitable access to resources
- Maximize operational and fiscal efficiencies for component school districts
- Service decisions will be made prior to May 1st of each year when possible
- Estimates of available resolution funding will be provided in April of each year

While every attempt is made to achieve economies of scale in Tier 2, the emphasis is on customizing a service package for each district. Tier 2 services do not require participation by a certain number of school districts. The emphasis is on the development of consortia of districts utilizing a given service. These consortia may, and most likely will, utilize a variety of funding resources, including resolution service resources, to fund services. The cost of Tier 2 services will be based on the districts ADMr where applicable. Up to 50% of the district's allocated Tier 2 resources may be used to acquire services from sources other than LBL if the service is not provided by LBL, based on the above criterion. Individual districts will determine Tier 2 services of Charter Schools.

Amendments to the Local Service Plan

If the component school districts approve an amendment to a Local Service Plan, the board of an education service district may amend a Local Service Plan that has been previously adopted by the LBL Board and approved by the Boards of component school districts.

By _____ School District

LBL Board Chair

Date

School District Board Chair

Date

Agenda Item 8

*Consent Agenda
December 12, 2019 Minutes*

<p>BOARD MEMBERS PRESENT: Tom Oliver, Chair Richard Borden Mike Martin Tammy Schilling</p>	<p>EXECUTIVE STAFF PRESENT: Bo Yates, Superintendent Jennifer Meckley, Assistant Superintendent Rachel Cannon, Director of Alternative Education William Lewis, Business Director</p>
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The meeting minutes were recorded by Executive Secretary Ruth Hopkins.

1. WELCOME AND CALL TO ORDER

Chair Tom Oliver called the meeting to order at 6:00 PM and led the Pledge of Allegiance.

2. LEBANON HIGH SCHOOL UPDATE

LHS students Kate Underwood and Lisi Benjamin shared the update from LHS. Ms. Underwood shared that winter sports have started. There is a program underway called Sources of Strength, which is an anti-suicide program at the high school and there will be a peer training for that on December 13th. Mr. LHS has started for the school year and seniors have voted on the contestants. Also, the school rock has been placed by the reader board in front of the pool and will be finished soon.

Ms. Benjamin shared that the Senior Job Fair is coming up on December 17th. There will be a band and choir concert on December 19th. Then the Winter Formal is being held on January 18th and the court has been voted on.

3. RALSTON ACADEMY UPDATE

Ralston students Shane Herring and Dawn Marie Rose shared the update for Ralston Academy. Ms. Rose shared that the Ralston Academy was recently featured in the Lebanon Express. She said they were excited to share with the Lebanon community about Ralston and what the program looks like and who it is for.

Mr. Herring shared that Ralston was working to give students opportunities by placing them at job sites for work opportunity. Two students are working in the technology department for the district, learning how to stream events, and another is working as a custodian at the academy.

Ms. Rose also shared that she was working with Robin Hermans to create a support group for students dealing with depression and they will be going through the Sources of Strength training that is being held at the high school.

There have been three students to graduate from Ralston during the last mini-term.

4. AUDIENCE COMMENTS

No members of the audience requested the opportunity to address the Board.

5. OREGON ELL REPORT

Assistant Superintendent Meckley shared the Oregon ELL report, which is included in the information packet and available online. The data reflected in the report is 2017-18 data. She went over the current enrollment numbers for the district, which reflects a total of 99 students in the ELL program. The numbers include several newcomers to the district this year, which has created some challenges.

There was a discussion around additional staffing at schools and projected numbers for the future.

6. NAMING OF THE LHS BASKETBALL COURT

Superintendent Yates shared that there have been some community members who have approached him about naming the LHS basketball court after Dave Winters. Dave Winters has been a part of the basketball program at the high school since 1975, as well as being a teacher there since 1977. He has offered stability to the program throughout the years and has impacted thousands of students during his time there.

Audience Member Doug Phillips came forward as the president of the Booster Club. He is also a former player for Dave Winters and is currently coaching with him at the high school. Mr. Phillips shared that multiple people have approached him in regards to the naming of the basketball court. Dave Winters has retired from teaching, but is still coaching, and between the two he has impacted thousands of students over the years. He shared that when they travel around the state for basketball events, people from all over the state know Dave Winters and feel he is a great representation of the program and our district. He indicated that when students talk about who has been a role model for them, countless students mention Mr. Winters as a role model. He is well known for the boys' team, as well as the girls' team, and he has had an incredible impact on the basketball players in Lebanon throughout the years. He asks that the Board will consider naming the court after Dave Winters.

All Board members were in agreement and the process for naming a district facility will be followed according to Policy FF, Naming New Facilities. The Board will hear public comments regarding this at the January and February board meetings.

7. PROCESS AND TIMELINE TO FILL ZONE 5 VACANCY

The Board reviewed the timeline and process for filling the Zone 5 vacancy that is available online and is included in the information packet. It was decided that Board Chair Oliver, Member Richard Borden, Superintendent Yates, Assistant Superintendent Meckley and Executive Secretary Ruth Hopkins would serve on the application review committee. It was also decided that a school principal from either Cascades, Seven Oak or the high school would serve on the committee as well, along with LEA President Bonita Randklev and LESA President Laura Warren.

Upon motion made by Mike Martin, duly seconded by Richard Borden, the Board voted unanimously to approve the timeline, press release declaring the vacancy and the application for appointment as presented.

8. CONSENT AGENDA:

A. November 14, 2019 Minutes

Upon motion made by Tammy Schilling, duly seconded by Richard Borden, the Board voted unanimously to approve the November 14, 2019 Board meeting minutes.

B. Hiring

Upon motion made by Tammy Schilling, duly seconded by Mike Martin, the Board voted unanimously to approve the hiring as presented.

C. Policies – First Reading

The following policies were approved on first reading and moved to second reading in January: EFAA-AR, IGAI, JGAB-AR, JGAB, JHFE, KHFE-AR(1), JHFF/GBNAA-AR, GBEA-AR, GBEA, GBNAA/JHFF, and GBNAA/JHFF-AR. Policy IKF was presented again for first reading, with further explanation on the proposed changes from Assistant Superintendent Meckley, as per request of the Board from the November meeting. The old Policy JHFE was presented for deletion.

Assistant Superintendent Meckley mentioned that one of the OSBA recommended updates was to the complaint policies, KL and KL-AR, and that the wording is different on the district policy than on the OSBA recommendation. It will be brought before the Board at the January meeting for the Board to review for first reading.

D. Policies – Second Reading

Upon motion made by Richard Borden, duly seconded by Mike Martin, the Board voted unanimously to approve policies AC, GBDA, GCDA/GDDA, GCDA/GDDA-AR, IGBBC, IGBBA, JED, JFCJ, and JFCF as presented on second reading.

9. DEPARTMENT REPORTS

A. Operations

Superintendent Yates shared pictures from the Land Lab project, which has completed. He also shared pictures of the LHS construction class, as they have started work on the next project.

He also shared that all of the transportation department was out on the road today, even the mechanics. In the future we might need to stagger some runs to cover the needs.

He said that the Director of Nutrition, Angie Gorman, approached him about a program for feeding kids over the Christmas break and the district is working through that process to be able to offer that program at the high school this month.

B. Human Resources

Assistant Superintendent Meckley shared that the Human Resources Department would like to have an executive session in January to start planning for negotiations and to provide everyone the information and decide how the district would like to move forward.

C. Finance

Business Director William Lewis provided information on the general obligation refunding bonds. They were able to save the Lebanon community taxpayers \$1.5 million by refinancing the bonds for the district. He shared some of the financial numbers that he provided and are attached to these minutes. The sales team had oversold the issue by 3.1, which means that we had 3.1 people trying to buy what bonds we had to sell. They were able to lower the investment rate 3 to 5 investment points. They used a floating rate for the process and did not lock in the yield rate, which gave them more flexibility to lock it in at refunding and that happened this morning. There were a variety of people on the team that worked on the bond refunding. He said that the state used to say that you were required to have a bond refunding savings of at least three percent, and the district got 7.15%. So this was a great deal for the district and the bottom line was saving \$1.5 million for taxpayers in the Lebanon community.

Business Director Lewis then shared information on the construction excise tax. The tax allows the district to tax new construction to help provide resources in the schools for the growth that happens as a result of the new construction. He has met with the City and the revenue projections are difficult to give, but in essence are \$100,000 to \$300,000 per year. He believes it will be around \$250,000. There are several variables that go in to the projections, such as fees, exclusions and the kind of housing being constructed. He has met with the city and they already have five system development charges for the city, and we are looking at just putting on one. The way the law reads is that everything needs to be done prior to it going to the board for approval, so there are a lot of things that need to be accomplished before it can go before the board for approval. He is also looking at presenting to the city council, and then doing a joint presentation with the City to the county commissioner.

Member Mike Martin asked if there were other excise taxes. Lewis said there were SDC taxes, so not excise.

Chair Oliver indicated that this was the Board's decision and that we could elect to do this. He said the purpose was to help schools recoup some of the cost of growth in the schools that was the result of new construction. He brought up the point that the rates are different for commercial and residential. He said this could apply to all permits and he does not feel that is the intent or the purpose of the excise tax, therefore he wants to clearly define the boundaries.

There was a discussion around the process and what the revenue would be able to help.

Chair Oliver felt that it would make sense for one or two of the board to meet with the City and Lewis.

Business Director Lewis said that for tonight, he is asking if the board would like to proceed with the process.

Member Schilling would like to see some before and after numbers. Lewis will get back to the City and set up a meeting to try to formalize some numbers.

Chair Oliver would like to have it wrapped up and have a final vote by late spring.

Any community members would need to come to the board meetings for an opportunity for public comments on the process.

10. COMMUNICATION

A. Board

There was nothing presented for Board communication.

B. Superintendent

Superintendent Yates thanked William Lewis for being proactive and going out and doing the bond refunding for us. He has worked hard on this and it is appreciated.

11. AUDIENCE COMMENTS

No members of the audience requested the opportunity to address the Board.

12. ADJOURNMENT

There being no further business before the Board, the meeting was adjourned at 7:04 PM.

Tom Oliver, Chair

Bo Yates, Superintendent

\$TNX CBOE 10-Year US Treasury Yield INDX

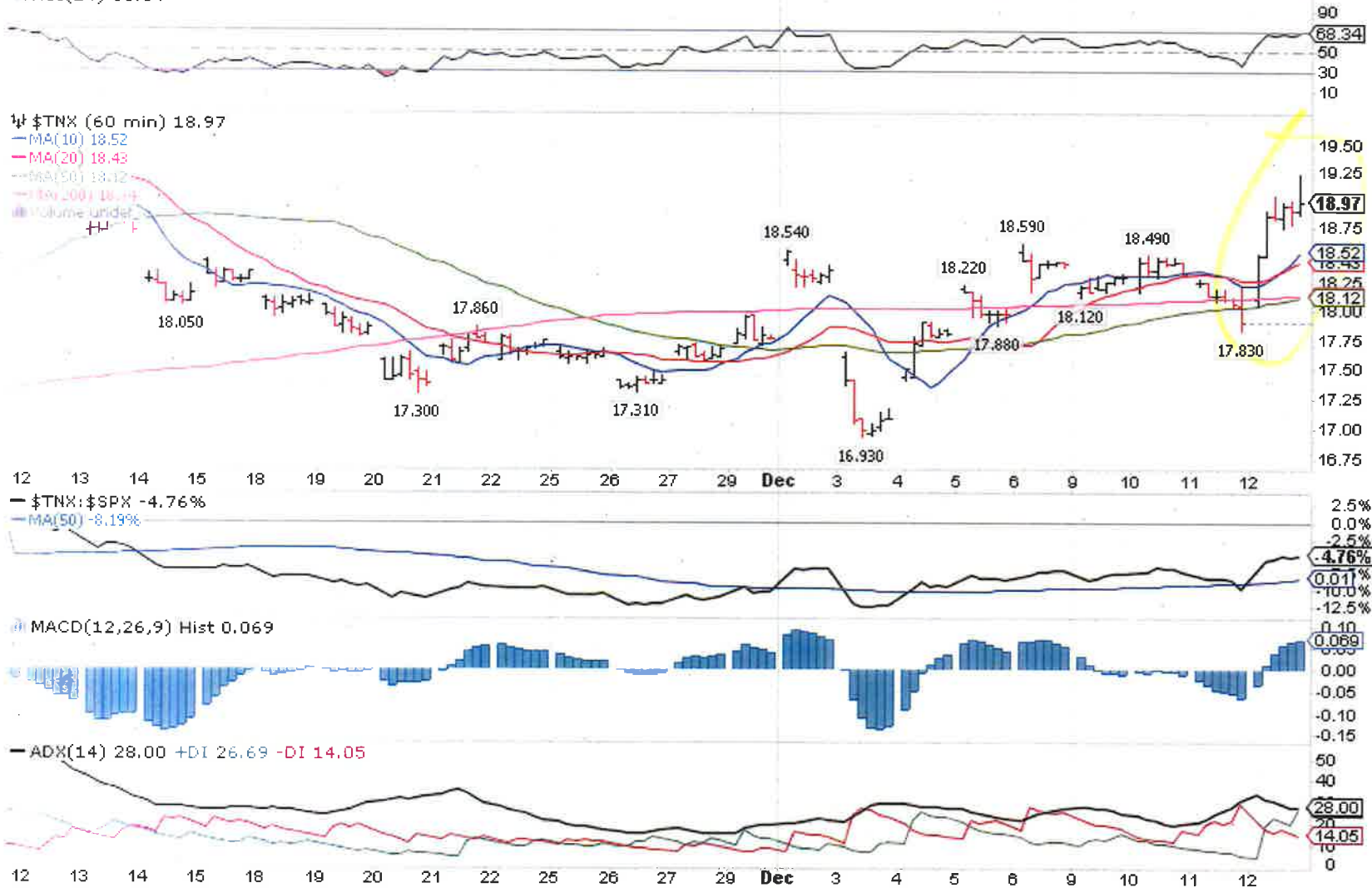
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Thursday 12-Dec-2019

Open: 17.930	Ask:	P/E:	Options: no
High: 19.240	Ask Size:	EPS:	Annual Dividend: N/A
Low: 17.780	Bid:	Last Size:	Yield: N/A
Prev Close: 17.900	Bid Size:	VWAP:	SCTR:

▲ RSI(14) 68.34

▲ **+5.98%**
 Chg: **+1.070**
 Last: **18.970**
 Volume: **0**



SUMMARY OF REFUNDING RESULTS

Lebanon Community School District No. 9
General Obligation Refunding Bonds, Series 2019 (Federally Taxable)
Final Numbers 12-12-19

Dated Date	12/26/2019
Delivery Date	12/26/2019
Arbitrage yield	2.433534%
Escrow yield	1.550455%
Value of Negative Arbitrage	231,966.65
Bond Par Amount	18,790,000.00
True Interest Cost	2.542616%
Net Interest Cost	2.532355%
Average Coupon	2.432925%
Average Life	6.121
Par amount of refunded bonds	17,755,000.00
Average coupon of refunded bonds	4.694331%
Average life of refunded bonds	6.405
PV of prior debt to 12/26/2019 @ 2.433534%	20,123,624.58
Net PV Savings	1,343,764.33
Percentage savings of refunding proceeds	7.151487%

SAVINGS

Lebanon Community School District No. 9
 General Obligation Refunding Bonds, Series 2019 (Federally Taxable)
 Final Numbers 12-12-19

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 12/26/2019 @ 2.4335343%
06/15/2020	417,862.50	415,976.64	1,885.86	1,864.57
06/15/2021	835,725.00	684,957.40	150,767.60	147,855.95
06/15/2022	2,155,725.00	2,005,297.40	150,427.60	144,028.87
06/15/2023	2,274,725.00	2,119,789.66	154,935.34	144,533.17
06/15/2024	3,664,475.00	3,514,168.46	150,306.54	136,708.20
06/15/2025	3,610,975.00	3,457,356.96	153,618.04	135,960.15
06/15/2026	2,253,500.00	2,098,823.76	154,676.24	133,283.19
06/15/2027	2,088,631.26	1,937,380.00	151,251.26	127,043.96
06/15/2028	2,052,462.50	1,898,045.60	154,416.90	126,404.48
06/15/2029	1,941,962.50	1,787,879.26	154,083.24	122,923.13
06/15/2030	1,822,650.00	1,668,696.26	153,953.74	119,695.42
	23,118,693.76	21,588,371.40	1,530,322.36	1,340,301.09

Savings Summary

PV of savings from cash flow	1,340,301.09
Plus: Refunding funds on hand	3,463.24
Net PV Savings	1,343,764.33

BOND PRICING

Lebanon Community School District No. 9
 General Obligation Refunding Bonds, Series 2019 (Federally Taxable)
 Final Numbers 12-12-19

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:					
	06/15/2020	210,000	1.814%	1.814%	100.000
	06/15/2021	250,000	1.864%	1.864%	100.000
	06/15/2022	1,575,000	1.937%	1.937%	100.000
	06/15/2023	1,720,000	2.071%	2.071%	100.000
	06/15/2024	3,150,000	2.121%	2.121%	100.000
	06/15/2025	3,160,000	2.327%	2.327%	100.000
	06/15/2026	1,875,000	2.477%	2.477%	100.000
	06/15/2027	1,760,000	2.519%	2.519%	100.000
	06/15/2028	1,765,000	2.559%	2.559%	100.000
	06/15/2029	1,700,000	2.599%	2.599%	100.000
	06/15/2030	1,625,000	2.689%	2.689%	100.000
		18,790,000			

Dated Date	12/26/2019	
Delivery Date	12/26/2019	
First Coupon	06/15/2020	
Par Amount	18,790,000.00	
Original Issue Discount	-	
Production	18,790,000.00	100.000000%
Underwriter's Discount	-114,364.70	-0.608647%
Purchase Price	18,675,635.30	99.391353%
Accrued Interest	-	
Net Proceeds	18,675,635.30	

SOURCES AND USES OF FUNDS

Lebanon Community School District No. 9
General Obligation Refunding Bonds, Series 2019 (Federally Taxable)
Final Numbers 12-12-19

Sources:

Bond Proceeds:	
Par Amount	18,790,000.00
	<hr/>
	18,790,000.00

Uses:

Refunding Escrow Deposits:	
Cash Deposit	0.55
SLGS Purchases	18,591,566.00
	<hr/>
	18,591,566.55

Cost of Issuance:	
Bond Counsel	33,000.00
Rating	19,500.00
Financial Advisor	6,000.00
Paying Agent (One-time Upfront)	3,500.00
Refunding Escrow Agent	350.00
Escrow Verification	2,000.00
OS Preperation	7,500.00
Advance Refunding Fee	200.00
MDAC	1,879.00
	<hr/>
	73,929.00

Underwriter's Discount:	
Average Takedown	61,067.50
Management Fee	50,000.00
Expenses	3,297.20
	<hr/>
	114,364.70

Other Delivery Date Expenses:	
Oregon School Bond Guaranty	6,676.51

Other Uses of Funds:	
Additional Proceeds	3,463.24
	<hr/>
	18,790,000.00

BOND DEBT SERVICE

Lebanon Community School District No. 9
 General Obligation Refunding Bonds, Series 2019 (Federally Taxable)
 Final Numbers 12-12-19

Dated Date 12/26/2019
 Delivery Date 12/26/2019

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/15/2020	210,000	1.814%	205,976.64	415,976.64	415,976.64
12/15/2020	-	-	217,478.70	217,478.70	-
06/15/2021	250,000	1.864%	217,478.70	467,478.70	684,957.40
12/15/2021	-	-	215,148.70	215,148.70	-
06/15/2022	1,575,000	1.937%	215,148.70	1,790,148.70	2,005,297.40
12/15/2022	-	-	199,894.83	199,894.83	-
06/15/2023	1,720,000	2.071%	199,894.83	1,919,894.83	2,119,789.66
12/15/2023	-	-	182,084.23	182,084.23	-
06/15/2024	3,150,000	2.121%	182,084.23	3,332,084.23	3,514,168.46
12/15/2024	-	-	148,678.48	148,678.48	-
06/15/2025	3,160,000	2.327%	148,678.48	3,308,678.48	3,457,356.96
12/15/2025	-	-	111,911.88	111,911.88	-
06/15/2026	1,875,000	2.477%	111,911.88	1,986,911.88	2,098,823.76
12/15/2026	-	-	88,690.00	88,690.00	-
06/15/2027	1,760,000	2.519%	88,690.00	1,848,690.00	1,937,380.00
12/15/2027	-	-	66,522.80	66,522.80	-
06/15/2028	1,765,000	2.559%	66,522.80	1,831,522.80	1,898,045.60
12/15/2028	-	-	43,939.63	43,939.63	-
06/15/2029	1,700,000	2.599%	43,939.63	1,743,939.63	1,787,879.26
12/15/2029	-	-	21,848.13	21,848.13	-
06/15/2030	1,625,000	2.689%	21,848.13	1,646,848.13	1,668,696.26
	18,790,000		2,798,371.40	21,588,371.40	21,588,371.40

AGGREGATE DEBT SERVICE

Lebanon Community School District No. 9
 General Obligation Refunding Bonds, Series 2019 (Federally Taxable)
 Final Numbers 12-12-19

Date	General Obligation Refunding Bonds, Series 2019 (Federally Taxable) Principal	General Obligation Refunding Bonds, Series 2019 (Federally Taxable) Interest	Unrefunded Bonds Principal	Unrefunded Bonds Interest	Aggregate Principal	Aggregate Interest	Aggregate Debt Service	Annual Aggregate D/S
06/15/2020	210,000	205,976.64	1,285,000	54,862.50	1,495,000	260,839.14	1,755,839.14	1,755,839.14
12/15/2020	-	217,478.70	-	22,737.50	-	240,216.20	240,216.20	-
06/15/2021	250,000	217,478.70	1,240,000	22,737.50	1,490,000	240,216.20	1,730,216.20	1,970,432.40
12/15/2021	-	215,148.70	-	-	-	215,148.70	215,148.70	-
06/15/2022	1,575,000	215,148.70	-	-	1,575,000	215,148.70	1,790,148.70	2,005,297.40
12/15/2022	-	199,894.83	-	-	-	199,894.83	199,894.83	-
06/15/2023	1,720,000	199,894.83	-	-	1,720,000	199,894.83	1,919,894.83	2,119,789.66
12/15/2023	-	182,084.23	-	-	-	182,084.23	182,084.23	-
06/15/2024	3,150,000	182,084.23	-	-	3,150,000	182,084.23	3,332,084.23	3,514,168.46
12/15/2024	-	148,678.48	-	-	-	148,678.48	148,678.48	-
06/15/2025	3,160,000	148,678.48	-	-	3,160,000	148,678.48	3,308,678.48	3,457,356.96
12/15/2025	-	111,911.88	-	-	-	111,911.88	111,911.88	-
06/15/2026	1,875,000	111,911.88	-	-	1,875,000	111,911.88	1,986,911.88	2,098,823.76
12/15/2026	-	88,690.00	-	-	-	88,690.00	88,690.00	-
06/15/2027	1,760,000	88,690.00	-	-	1,760,000	88,690.00	1,848,690.00	1,937,380.00
12/15/2027	-	66,522.80	-	-	-	66,522.80	66,522.80	-
06/15/2028	1,765,000	66,522.80	-	-	1,765,000	66,522.80	1,831,522.80	1,898,045.60
12/15/2028	-	43,939.63	-	-	-	43,939.63	43,939.63	-
06/15/2029	1,700,000	43,939.63	-	-	1,700,000	43,939.63	1,743,939.63	1,787,879.26
12/15/2029	-	21,848.13	-	-	-	21,848.13	21,848.13	-
06/15/2030	1,625,000	21,848.13	-	-	1,625,000	21,848.13	1,646,848.13	1,668,696.26
	18,790,000	2,798,371.40	2,525,000	100,337.50	21,315,000	2,898,708.90	24,213,708.90	24,213,708.90

SUMMARY OF BONDS REFUNDED

Lebanon Community School District No. 9
 General Obligation Refunding Bonds, Series 2019 (Federally Taxable)
 Final Numbers 12-12-19

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Current Refunding of 2001 GO Refunding Bonds (Level Levy), 11_GO_R:					
BOND	06/15/2022	5.000%	1,320,000.00	06/15/2021	100.000
	06/15/2023	5.000%	1,505,000.00	06/15/2021	100.000
	06/15/2024	5.000%	1,970,000.00	06/15/2021	100.000
	06/15/2024	4.000%	1,000,000.00	06/15/2021	100.000
	06/15/2025	4.500%	3,055,000.00	06/15/2021	100.000
	06/15/2026	4.625%	1,835,000.00	06/15/2021	100.000
	06/15/2027	4.625%	1,755,000.00	06/15/2021	100.000
	06/15/2028	4.750%	1,800,000.00	06/15/2021	100.000
	06/15/2029	4.750%	1,775,000.00	06/15/2021	100.000
	06/15/2030	4.750%	1,740,000.00	06/15/2021	100.000
			17,755,000.00		

ESCROW REQUIREMENTS

Lebanon Community School District No. 9
General Obligation Refunding Bonds, Series 2019 (Federally Taxable)
Final Numbers 12-12-19

Period Ending	Interest	Principal Redeemed	Total
06/15/2020	417,862.50	-	417,862.50
12/15/2020	417,862.50	-	417,862.50
06/15/2021	417,862.50	17,755,000.00	18,172,862.50
	1,253,587.50	17,755,000.00	19,008,587.50

ESCROW DESCRIPTIONS

Lebanon Community School District No. 9
 General Obligation Refunding Bonds, Series 2019 (Federally Taxable)
 Final Numbers 12-12-19

Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate
Dec 26, 2019:						
SLGS	Certificate	06/15/2020	06/15/2020	284,421	1.560%	1.560%
SLGS	Certificate	12/15/2020	12/15/2020	274,040	1.530%	1.530%
SLGS	Note	06/15/2021	06/15/2020	18,033,105	1.550%	1.550%
				18,591,566		

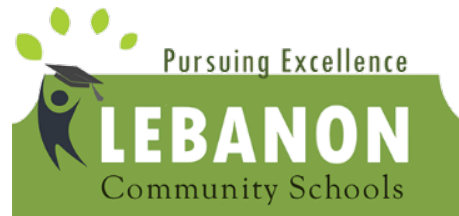
SLGS Summary

SLGS Rates File	12DEC19
Total Certificates of Indebtedness	558,461.00
Total Notes	18,033,105.00
Total original SLGS	18,591,566.00

Agenda Item 8

*Consent Agenda
Policies – First Reading*

BOARD MEMORANDUM



To: Board of Directors

From: Jennifer Meckley, Assistant Superintendent

Date: January 3, 2020

Meeting Date: January 9, 2020

Re: Policy Updates

Summary

Adoption of new and revised complaint and appeal Oregon Administrative Rules (OAR) by the State Board of Education in March 2019 affected several policies and administrative regulations – most changes were released in July. OSBA has been collaborating with the Oregon Department of Education (ODE) to establish how the new rules affect public charter schools. Through statute, school districts that sponsor a public charter school have jurisdiction over the public charter school for certain complaints. OSBA and ODE recommends a discussion with the public charter school and their sponsoring district to establish delegation of final decision making for complaints involving restraint or seclusion, discrimination, retaliation, or applicable Division 22 Standards, for which the school’s sponsor has jurisdiction. Acknowledgement of whether a complainant may appeal to the board of the public charter school’s sponsor is recommended through a resolution by the sponsoring board, adoption of policy language, or by a provision in the charter agreement. Policy language is included to help the sponsoring school board decide if they will uphold the decision of the charter board, or hear the appeal from the complainant.

The OARs 581-002-0003 - 581-002-0005 describe the complaints that may be appealed to ODE, and only complaints that have already reached a final decision by the school’s sponsor for which the sponsor has jurisdiction pursuant to law.

Questions may be directed to OSBA and/or ODE.

Legal Reference

See model samples for suggested revisions

Collective Bargaining Impact

None

Local District Responsibility

Review the recommended revisions in the attached documents for consideration and adoption. Please note that AC-AR requires board adoption while the other administrative regulations may be presented as an information item for review by the board.

Policy Implications

AC-AR - Discrimination Complaint Procedure, Required (board adoption required)

KL – Public Complaints*/** (Versions 1 thru 4), Highly Recommended

KL-AR[(1)] – Public Complaint Procedure, Highly Recommended

KL-AR[(2)] – Appeal to the Deputy Superintendent of Public Instruction

Complaints

The Board takes the concerns of the public seriously. The Board is committed to providing a fair and effective complaint process in order to seek resolution whenever possible, continuously improve the district's performance, and provide open channels of communication. This policy and the accompanying regulation establish the process for addressing complaints.

Steps for complaint resolution

Whenever possible, the Board supports resolution of complaints with the person most directly involved in the concern. The Board also recognizes that sometimes complaints cannot be satisfactorily resolved at this level, and may require the involvement of supervisors, administrators, and, on occasion, the Board itself.

The steps for resolving complaints are as follows:

1. Complainant should seek to resolve the concern with the teacher or employee directly involved in the situation.
2. If the complaint is not resolved at Step 1, the complainant may appeal to the principal or supervisor of the staff person involved in the situation.
3. If the complaint is not resolved at Step 2, the complainant may appeal to the superintendent or the superintendent's designee. In general, the decision of the superintendent shall be final.
4. If the complainant is not satisfied with the decision of the superintendent or designee, the complainant may file an appeal to the Board. The Board will consider appeals pursuant to the process described in KL-AR.

A complaint against a principal shall start at Step 3 and be filed with the superintendent.

A complaint against the superintendent shall start at Step 4 and be filed with the Board chair.

A complaint against a Board member shall start at Step 4 and be filed with the Board chair on behalf of the Board. A complaint against the Board chair shall start shall be filed with the Board vice chair on behalf of the Board.

Specific timelines and requirements for each step are set out in KL-AR, Complaint Process.

Persons eligible to file complaints

Complaints may be filed by a person who resides in the district, any parent or guardian of a student who attends school in the district, or a student.

Timeline for filing complaints

A complainant must file a complaint within the later of either time limit set below, in accordance with state law:

1. Within two years after the alleged violation or unlawful incident occurred or the complainant discovered the alleged violation or unlawful incident. For incidents that are continuing in nature, the time limitation must run from the date of the most recent incident; or
2. Within one year after the affected student has graduated from, moved away from or otherwise left the district.

Additional provisions

The superintendent will administer the complaint process set forth in KL-AR Complaint Procedure, unless the complaint is against a Board member, in which case the procedure described in KL-AR shall be administered by the Board. All complainants must follow the complaint procedure in KL and KL-AR.

If there are concerns about conflicts of interest in the investigation or decision-making process of addressing complaints, those concerns should be brought to the attention of the superintendent, the superintendent's designee, and/or the Board chair for evaluation and resolution. The superintendent or Board chair may determine that it is appropriate to engage a third party to assist regarding the conflict of interest.

If a complaint is made directly to the Board or to an individual Board member, the complainant will be referred to the process above. A Board member shall not attempt to consider such complaints in any official capacity acting as an individual Board member.

Retaliation against any person who files a complaint or participates in the complaint process is strictly forbidden. Concerns about retaliation should be brought promptly to the attention of the appropriate party as outlined in KL-AR Complaint Procedure.

If any complaint alleges a violation of Oregon Administrative Rule (OAR) Chapter 581, Division 22 (Division 22 Standards), Oregon Revised Statute (ORS) 339.285 - 339.303 or OAR 581-021-0550 - 581-021-0570 (Restraint and Seclusion), or ORS 659.852 (Retaliation), and the complaint is not resolved through the complaint process, the complainant, if [a student,] a parent or guardian of a student attending a school in the district or a person who resides in the district, may appeal¹ the district's final decision to the **Deputy Superintendent of Public Instruction** Oregon Department of Education under OARs 581-002-0001 - 581-002-0023 [(See KL-AR(2) - Appeal to the Deputy Superintendent of Public Instruction)].

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

Charter Schools of which the District Board is a Sponsor

[The district Board, [through its charter agreement with [name of public charter school sponsored by the district board]] [through a board resolution] [through this policy], will review an appeal of a decision reached by the Board of [name of public charter school] on a complaint alleging a violation of ORS 339.285 - 339.303 or OAR 581-021-0550 - 581-021-0570 (Restraint or Seclusion), ORS 659.852 (Retaliation), or applicable OAR Chapter 581, Division 22 (Division 22 Standards). A complainant may appeal and will submit such appeal to the [superintendent] [Board chair] on behalf of the district Board within [30] days of receipt of the decision from the public charter school board. A final decision reached by the district Board may be appealed to the Oregon Department of Education under OAR 581-002-0001 - 581-002-0023.]

OR

[The district Board, [through its charter agreement with [name of public charter school sponsored by the district board]] [through a board resolution] [through this policy], will not review an appeal of a decision reached by the Board of the [name of public charter school] on a complaint alleging a violation of ORS 339.285 - 339.303 or OAR 581-021-0550 - 581-021-0570 (Restraint or Seclusion), ORS 659.852 (Retaliation), or applicable OAR Chapter 581, Division 22 (Division 22 Standards), for which the district Board has jurisdiction, and recognizes a decision reached by the Board of [name of public charter school] as the district Board's final decision. A final decision reached by this district Board may be appealed to the Oregon Department of Education under OAR 581-002-0001 - 581-002-0023.]

END OF POLICY

Legal Reference(s):

ORS 326.051
ORS 192.610-690
OAR 581-022-2370

Complaint Procedure

This regulation sets out the complaint procedure.

Process and timelines

The involved staff: Step One

A person who wishes to express a concern should discuss the matter with the employee involved. The employee shall respond within five working days. This step is considered informal complaint resolution.

The Administrator: Step Two

If the complainant is unable to resolve a problem or concern with the employee involved, the complainant may file a written, signed complaint with the administrator or supervisor of the involved employee. A written complaint commences the formal complaint process. The administrator or supervisor shall evaluate the complaint and provide a written response within ten working days after receiving the complaint.

The Superintendent: Step Three

If the complainant is not satisfied with the Step 2 result and wishes to pursue the concern, the complainant shall file a signed, written complaint with the superintendent or designee clearly stating the nature of the complaint and a suggested remedy within 10 working days after receipt of the written response of the administrator or supervisor. A Step 3 complaint must be filed on the form attached to this policy. Copies of the form are also available at the district offices.

The superintendent or designee shall investigate the complaint, confer with the complainant and the parties involved, and prepare a written report. The report shall address each of the allegations in the complaint and include the superintendent or designee's decisions and reasons for the decisions. The report shall be provided to the complainant within 20 working days after receiving the written complaint.

The Board: Step Four

The role of the Board is to address policy-level issues. Complaints that address the operations of the school district generally should be resolved by the superintendent and his/her staff. However, if a complainant is not satisfied with the Step 3 decision and wishes to pursue the concern, the complainant may appeal the decision to the Board within five working days of receiving the superintendent's decision.

All Board members will be notified of the appeal to the Board. The Board chair will determine whether the Board will hear the appeal, and will notify the Board members and complainant of his/her decision. However, if a member of the Board disagrees with the Chair's decision, the Board member can refer the decision to a vote of the full Board. In that case, the full Board will vote on whether to consider the complaint.

If the Board chooses not to hear the complaint, the superintendent's decision is final.

If the Board decides to hear an appeal, the Board shall review the complaint during a properly-noticed Board meeting. The Board at its discretion may assign the investigation to a third party. The determination to assign the investigation to a third party shall be made by the Board Chair. However, if a member of the Board disagrees with the Chair's decision, the Board member can refer the decision to a vote of the full Board. The Board may also, in its discretion, offer the complainant and other involved parties an opportunity to appear before the Board, or may resolve the complaint based on the written record. The Board may review the matter in executive session if permitted under the Oregon Public Meetings Law.

The complainant shall be informed in writing of the Board's decision within 10 working days. The Board's decision will address each allegation in the complaint and contain reasons for the Board's decision. The Board's decision will be final.

The timelines described in this section may be extended upon written agreement by the complainant and the district.

The complaint procedure set out above will not be longer than 90 working days from the filing date of the Step 2 complaint with the administrator or supervisor to the final decision, unless extended by mutual written agreement.

The district's final decision for a complaint processed under this administrative regulation that alleges a violation of Oregon Administrative rule (OAR) Chapter 581, Division 22 (Division 22 Standards), ORS 339.285 - 339.303 or OAR 581-021-0550 - 581-021-0570 (Restraint and Seclusion), or ORS 659.852 (Retaliation), will be issued in writing or electronic form. The final decision will address each allegation in the complaint and contain reasons for the district's decision. If the complainant, who is a [student,] parent or guardian of a student attending school in the district or a person that resides in the district, and this complaint is not resolved through the complaint process, the complainant may appeal¹ the district's final decision to the Deputy Superintendent of Public Instruction under Oregon OARs 581-002-0001 – 581-002-0023.

Complaints against the Superintendent

Complaints against the superintendent shall be filed with the Board chair. The Board chair shall present the complaint to the Board. The Board at its discretion may assign the investigation to a third party. The determination to assign the investigation to a third party shall be made by the Board Chair. However, if a member of the Board disagrees with the Chair's decision, the Board member can refer the decision to a vote of the full Board. At the next regularly noticed meeting following receipt of the investigation report,

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

the Board will consider the complaint and determine what, if any, action is warranted. The Board may review the matter in executive session if permitted under the Oregon Public Meetings Law.

Complaints against a Board member

When a complaint is against a Board member, the Board at its discretion may assign the investigation to a third party. The determination to assign the investigation to a third party shall be made by the Board Chair, unless the complaint is against the Board Chair, in which case the determination shall be made by the Board Vice-Chair. However, if a member of the Board disagrees with the Chair's or Vice Chair's decision, the Board member can refer the decision to a vote of the full Board. The Board will consider the complaint during a properly-noticed meeting and determine what, if any, action is warranted. The Board member against who the complaint is filed shall not participate in any vote related to the complaint.

Notice of opportunity to appeal to Deputy Superintendent of Instruction

As indicated above, the final decision of the district must address each allegation in the complaint and contain reasons for the district's decision. In addition, complainants should be notified that they may have the right to appeal to the Deputy Superintendent of Public Instruction pursuant Oregon Administrative Rule (OAR) 581-002-0040 or OAR 581-021-0049 for complaints that alleges a violation of OAR Chapter 581, Division 22 (Standards), ORS 339.285 to 339.303 or OAR 581-021-0550 to 581-021-0570 (Restraint and Seclusion), ORS 659.852 (Retaliation) or ORS 659.850 (Discrimination).

Additional provisions

The district may offer mediation or another alternative dispute resolution process as an option if all parties to the complaint agree in writing to participate in such mediation or resolution. The timelines outlined in this procedure will be tolled during the mediation or alternative dispute resolution.

Complaints involving district staff will be processed in accordance with Human Resources procedures. Additionally, complaints regarding licensed or classified staff will be processed in accordance with applicable collective bargaining agreements. Complainants should be aware that the collective bargaining agreements and other considerations place limits on the processing of anonymous complaints. The Board will not hear complaints against employees in a session open to the public unless an employee requests an open session. Complainants should be aware that employees are entitled to certain confidentiality rights under state and federal law, as well as applicable collective bargaining agreements. Taking into account these confidentiality protections, complainants will be notified of the outcome of complaints against employees to the extent permitted by law and applicable collective bargaining agreements.

Retaliation against any person who files a complaint or participates in the complaint process is strictly forbidden. Concerns about retaliation should be brought promptly to the attention of a principal or the superintendent.

To ensure access to the complaint process, complainants shall be provided with interpretation or translation services upon request.

This complaint procedure will be available at the district's administrative office and on the home page of the district's website.

[[²Charter Schools of which the District Board is a Sponsor

The appeal of a complaint from a public charter school to be reviewed by the district Board will be presented by the Board chair and reviewed by the Board at a Board meeting. The Board may use executive session if the subject matter qualifies under Oregon law. The Board will review the appeal and make a decision about appropriate action, which may include, but is not limited to, holding a hearing, requesting information, and recognizing the decision reached by the public charter school board. A decision will be reached, within [20] days, in open session, unless allowed in executive session. A final written decision regarding the appeal shall be issued by the district Board within [10] days. The written decision of the district Board will address each allegation in the complaint and include reasons for the district Board's decision.]

[² If the district Board elects to hear appeals on public charter school complaints for which the district Board has jurisdiction, as decided by statements in the charter agreement, Board policy, or a board resolution, this language is recommended for this administrative regulation to delineate the process.]

Lebanon Community School District

COMPLAINT FORM

TO: District Office _____ (Name of School)

Person Making Complaint _____

Telephone Number _____ Date _____

Nature of Complaint _____

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

Suggested solution/resolution/outcome: _____

Signature of Complainant: _____ Date: _____

Office Use: Disposition of Complaint: _____

Signature: _____ Date: _____

c: District Office

OSBA Model Sample Policy

Code: KL-AR(2)

Revised/Reviewed:

Appeal to the Deputy Superintendent of Public Instruction

~~For complaints that allege violation of Oregon Division 22 Standards, restraint and seclusion or retaliation as defined in Oregon Revised State (ORS) 659.852,~~ An appeal process has been established by the Oregon Department of Education (ODE) by Oregon Administrative Rules (OAR) 581-002-0001 – 581-002-0023¹ for complaints that allege violation of OAR Chapter 581, Division 22 (Division 22 Standards), Oregon Revised Statute (ORS) 339.285 – 339.303 or OAR 581-021-0550 – 581-021-0570 (Restraint and Seclusion), or ORS 659.852 (Retaliation).

~~†~~ The complainant may ~~have~~ appeal ~~rights for a~~ the district's final decision for a complaint ~~with~~ to the Deputy Superintendent of Public Instruction; ~~if:~~

1. ~~if~~ The complainant has exhausted the ~~local~~ district's complaint procedures ~~and one of the following occurred:~~ except as otherwise allowed by statute;
2. The district failed to render a written decision within 30 days of the submission of the complaint at ~~each~~ any step ~~identified in the district's complaint process~~ unless the district and complainant have agreed in writing to a longer time period for that step; or
3. The district failed to resolve the complaint within 90 days of the initial filing of the ~~written~~ complaint ~~with the district~~, regardless of the number of steps in the district complaint process, unless the district and the complainant have agreed in writing to a longer time period.

The appeal may include a complaint alleging a violation of ORS 659.852 if the complainant alleges that retaliation occurred in response to a complaint for which the complainant received the district's final decision for a complaint.

The appeal must be received by ~~the Oregon Department of Education (ODE)~~ no later than:

1. ~~o~~ One year after the date of the final decision ~~of~~ by the district; or
2. ~~if~~ the district fails to ~~issue a final decision~~ resolve the complaint, no later than two years after the date ~~on which~~ the complainant first filed the ~~underlying~~ complaint with the district.

~~†~~ The complaint upon which the appeal is based, must have ~~been initially~~ filed with the district by the later of the ~~either stated below~~ following two dates:

1. ~~a. Filed the complaint within~~ The date occurring two years after ~~the date on which~~ the alleged violation or unlawful incident occurred or ~~after~~ ~~on which~~ the complainant discovered the alleged

¹ The following is not a representation of the complete rules. See complete rules available on the Oregon Administrative Rules.

violation or unlawful incident². ~~If the alleged violation or unlawful incident is of a continuing nature, the right to file an appeal exists so long as the complaint was filed within two years of the most recent incident;~~ or

- ~~b.~~ The date occurring ~~One~~ year after the date on which the affected student ~~has~~ graduated from, moved away from or otherwise left the district.

~~2.~~ The appeal shall:

- ~~b.~~ Be in writing;
- Be submitted in person, by mail, ~~in person~~ or electronically, ~~and~~.

The appeal must contain:

- ~~a.~~ The name ~~and address~~ of the person ~~bringing~~ filing the appeal;
- The phone number, address, or email address, if available, of the person filing the appeal;
- The name of the student if the person filing the appeal is filing on behalf of the student;

~~b. The name and address of the district which is alleged to have violated the statute or administrative rule; and~~

- ~~e.~~ A statement of the facts on which the appeal is based; ~~and~~
- Other information requested by ODE.

~~3.~~ Upon receipt of ~~the an~~ appeal, ~~the Deputy Superintendent~~ ODE will determine whether the appeal ~~alleges a violation of a statute or administrative rule for which the Deputy Superintendent has jurisdiction and whether the requirements contained in section 2. of OAR 581-002-0040 have been satisfied~~ the requirements of OAR 581-002-0003 and OAR 581-002-0005.

After these determinations, ~~the Deputy Superintendent~~ ODE will ~~either, not accept the appeal and will notify the complainant and the district, or will accept the appeal and notify the complainant and the district that the appeal has been accepted~~ give written notice to the complainant and the district whether the appeal has been accepted.

~~4.~~ If ~~the Deputy Superintendent~~ ODE has accepted an appeal and ~~made notification~~ gave notice to the complainant and the district involved ~~as described in OAR 581-002-0040~~, the district shall submit a written ~~report~~ response and all correspondence, documents, and other information ODE requested within 30 days of receipt of the notice, ~~which~~

The district's written response shall include:

- ~~a.~~ A statement of facts;

² If the alleged violation or unlawful incident is of a continuing nature, the date on which the alleged violation or unlawful incident occurred is the most recent date on which the alleged violation or unlawful incident occurred.

2. ~~b.~~ A ~~statement~~ description of district action, ~~if any,~~ taken in response to the complaint; ~~or~~ if none was taken, an explanation of the reason(s) why no action was taken;
3. ~~e.~~ Any stipulation, ~~if one was~~ reached, ~~of the~~ concerning settlement of the complaint; and
4. ~~d.~~ A list of any complaints filed with another agency by the ~~party~~ complainant concerning the subject of the appeal to the extent that the district is aware of such complaints.

~~5.~~ The ~~Deputy Superintendent~~ Director of ODE may for good cause extend the time ~~for the filing of a report by the district~~ by which a district must make a submission described above.

~~6.~~ Upon receipt of the district's ~~report~~ written response, the ~~Deputy Superintendent~~ ODE will conduct an investigation ~~that will include a review of the written materials submitted by the complainant and district and may also include, but not be limited to:~~ to determine whether the district violated a rule or law described in OAR 581-002-0003.

- a. — Onsite investigations;
- b. — Interviews;
- c. — Surveys; and
- d. — Reviewing documents.

~~7.~~ The ~~Deputy Superintendent~~ ODE will ~~shall~~ issue a ~~written~~ final order ~~that addresses each allegation in the complaint that was accepted for appeal and contains the reasons for the Deputy Superintendent's decision on whether or not the district is deficient. The final order will be issued within 90 days of the date the Deputy Superintendent receives the district's report,³ or the Deputy Superintendent may extend the time period for issuing a final order pursuant to OAR 581-002-0040(7)(b),(c)~~ pursuant to OAR 581-002-0017.

~~8.~~ If a violation is found, the ~~Deputy Superintendent's~~ final order will include any necessary corrective action to be taken by the district as well as any documentation to be supplied by the district to ensure that the corrective action has occurred.

~~9.~~ Corrective action ordered by the ~~Deputy Superintendent~~ must be completed within the timelines established in the final order.

³ If the 90 day period for issuing the final order would conclude during the time when the schools of the district are closed for the summer, the final order will be issued within 90 days of the date the Deputy Superintendent received the district's report exclusive of the time the schools are closed for the summer. The Deputy Superintendent of Public Instruction may extend the time period with agreement from the complainant. The Deputy Superintendent shall prepare a timeline and plan for investigation and provide copies to the complainant and the district within two weeks of receiving the district's report.

Discrimination Complaint Procedure

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

- Step 1: Complaints may be oral or in writing and must be filed with the administrator. The administrator shall determine the action to be taken, if any, and reply, in writing, to the complainant within five school days of receipt of the complaint.
- Any staff member that receives a written or oral complaint shall report the complaint to the administrator.
- Step 2: If the complainant wishes to appeal the decision of the administrator he/she may submit a written appeal to the superintendent or designee within five school days after receipt of the administrator's response to the complaint. The superintendent or designee may review the administrator's decision and may meet with all parties involved. The superintendent or designee will review the merits of the complaint and the administrator's decision and respond in writing to the complainant within ten school days.
- Step 3: If the complainant is not satisfied with the decision of the superintendent or designee, a written appeal may be filed with the Board within five school days of receipt of the superintendent's or designee's response to Step 2. The Board may decide to hear or deny the request for appeal. If the Board decides to hear the appeal, the Board may meet with the concerned parties and their representative at the next regular or special Board meeting. The Board's decision will be final and will address each allegation in the complaint and contain reasons for the Board's decision. A copy of the Board's final decision shall be sent to the complainant in writing or electronic form within 10 days of this meeting.

If the administrator is the subject of the complaint, the individual may start at step 2 and file a complaint with the superintendent or designee. If the superintendent is the subject of the complaint, the complaint may start at step 3 and should be referred to the Board chair. The Board may refer the investigation to a third party.

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

Timelines may be extended based upon mutual consent of both parties.

If the complainant is a person who resides in the district, is a parent or guardian of student who attends school in the district or is a student, and is not satisfied after exhausting local complaint procedures or after

90 days, whichever occurs first, he/she may appeal in writing to the Superintendent of Public Instruction under Oregon Administrative Rule (OAR) 581-021-0049.

Charter Schools of which the District Board is a Sponsor

[The district Board, [through its charter agreement with [name of charter school sponsored by the district board]] [through a board resolution] [through this administrative regulation], will review an appeal of a decision reached by the Board of [name of public charter school] on a complaint alleging violation of Oregon Revised Statute (ORS) 659.850 or Oregon Administrative Rule (OAR) 581-021-0045 or 581-021-0046 (Discrimination). A complainant may appeal will submit such appeal to the [superintendent] [Board chair] on behalf of the district Board within [30] days of receipt of the decision from the public charter school board. A final decision reached by this district Board may be appealed to the Oregon Department of Education under OAR 581-002-0001 - 581-002-0023.]

OR

[The district Board, [through its charter agreement with [name of public charter school sponsored by the district board]] [through a board resolution] [through this administrative regulation], will not review an appeal of a decision reached by the Board of the [name of public charter school] on a complaint alleging a violation of Oregon Revised Statute (ORS) 659.850 or Oregon Administrative Rule (OAR) 581-021-0045 or 581-021-0046 (Discrimination), for which the district Board has jurisdiction, and recognizes a decision reached by the Board of [name of public charter school] as the district Board's final decision. A final decision reached by this district Board may be appealed to the Oregon Department of Education under OAR 581-002-0001 - 581-002-0023.]

DISCRIMINATION COMPLAINT FORM

Name of Person Filing Complaint Date School or Activity

Student/Parent Employee Nonemployee (Job applicant) Other _____

- Type of discrimination: Race Color Religion
 Sex National Origin Disability
 Marital Status Age Sexual Orientation
 Other _____

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

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

Suggested solution/resolution/outcome: _____

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

Agenda Item 8

*Consent Agenda
Policies – Second Reading*

OSBA Model Sample Policy

Code: EFAA-AR

Adopted:

Reimbursable Meals and Milk Programs

(National School Lunch Program, School Breakfast Program, Special Milk Program and other meal programs)

The district's nutrition and food services will be operated in accordance with the following requirements:

Meal Pricing Procedures

1. The district may operate the Special Milk Program (SMP) at schools where students do not have access to program meals. Under SMP, the district will choose one of the following options:
 - a. Nonpricing (serve SMP milk at no charge to all students);
 - b. Pricing programs without a free option (charge all students for SMP milk); or
 - c. Pricing programs with a free option (distribute confidential applications for free milk and charge only those students for SMP milk who do not qualify for free milk based on the household's application or direct certification from Supplemental Nutrition Assistance Programs (SNAP)).
2. Reimbursable meals will be priced as a unit.
3. Reimbursable meals will be served free or at a reduced price to all children who are determined by the district to be eligible for free or reduced-price meals.
4. Annually, the district will establish prices for reimbursable student meals. The price charged to students who do not qualify for free or reduced-price meals will be established annually by the district in compliance with state and federal laws.
5. The price charged to students who qualify for reduced-price meals will be established annually by the district in compliance with state and federal laws.
6. The district will implement claiming alternative Provision 2 at the following schools under its jurisdiction: Lacomb, Hamilton Creek; LHS for breakfast only.
7. The district will implement claiming alternative Community Eligibility at the following schools under its jurisdiction: Cascades, Green Acres, Pioneer, Riverview and Seven Oak .

Application Procedures

1. Households receiving SNAP or Temporary Assistance to Needy Families (TANF) benefits as identified by Oregon Department of Education (ODE), will be automatically eligible for free meals, for the students listed on the official document. Districts must access this document at least three times per year.
2. Students receiving support through the migrant education program, Runaway and Homeless Youth Act, McKinney-Vento Homeless Assistance Act, federal Head Start and state-funded prekindergarten programs, with income eligibility criteria identical or more stringent than federal

Head Start, or are in state or court placement foster care, will be automatically eligible for free meals, for the students listed on the official documents.

3. Households that submit a confidential application will be notified of their student's eligibility for free or reduced-price meals. Households that are denied free or reduced-price benefits will be notified in writing using the ODE template letter distributed to the district annually.
4. On a case-by-case basis when a student is known to be eligible for free or reduced-price meal benefits, and the household fails to submit a confidential application, the superintendent or designee may complete an application for the student documenting how he/she knows the household income qualifies the student for free or reduced-price meal benefits. Parents of a student approved for free or reduced-price benefits, when application is made for the student by a school official, will be notified of the decision and given the opportunity to decline benefits.
5. Students who do not qualify for free or reduced-price meals are eligible to participate in the National School Lunch Program (NSLP) and will be charged "paid" prices set by the district. "Paid" category students will be treated equally to students receiving free or reduced-price benefits in every aspect of the district's NSLP.
6. The district has established a fair hearing process under which a household can appeal a decision with respect to the household's application for benefits or any subsequent reduction or termination of benefits.
7. In the event of major employers contemplating large layoffs in the attendance area of the district, the district will provide confidential applications and eligibility criteria for free and reduced-price meals to the employer for distribution to affected employees.

Financial Management of the Nonprofit School Food Service

1. The district will maintain a nonprofit school nutrition and food service operation.
2. Revenues earned by the school nutrition and food services will be used only for the operation or improvement of NSLP, SBP, CACFP and SFSP.
3. Lunch and breakfast meals served to teachers, administrators, custodians and other adults not directly involved with the operation of the district's nutrition and food services will be priced to cover all direct and indirect cost of preparing and serving the meal.¹
4. District nutrition and food services revenues will not be used to purchase land or buildings.
5. The district will limit its nutrition and food services net cash resources to an amount that does not exceed three months average expenditures.
6. The district will maintain effective control and accountability for, and adequately safeguard, all nutrition and food services' cash, real and personal property, equipment and other assets, and ensure they are used solely for nutrition and food services purposes.

¹ For meals with portion sizes equivalent to student meals, the adult meal price will be no less than the amount of reimbursement for a free-eligible meal, plus the value of commodity foods used in the meal preparation.

7. The district will meet the requirements for allowable NSLP, SBP, CACFP and SFSP costs as described in 2 C.F.R. 200.
8. In purchasing nutrition and food services goods or services, the district will not accept proposals or bids from any party that has developed or drafted specifications, requirements, statements of work, invitations for bids, requests for proposals, contract terms and conditions or other documents for proposals used to conduct the procurement.
9. All procurement transactions for nutrition and food services goods and services will be conducted according to state, federal and district procurement standards using the applicable cost thresholds.
10. In the operation of its nutrition and food services program, the district will purchase food products where at least 50 percent of the ingredients are produced or processed in the United States, whenever possible.

Civil Rights and Confidentiality Procedures

1. The district will not discriminate against any student because of his/her eligibility for free or reduced-price meals.
2. The district will not discriminate against any student or any nutrition and food services employee because of race, color, national origin, marital status, sex, sexual orientation, parental status, religion, age or disability.
3. The district will assure that all students and nutrition and food services employees are not subject to different treatment, disparate impact or a hostile environment.
4. Established district procedures will be followed for receiving and processing civil rights complaints related to applications for NSLP, SBP, CACFP, and SFSP benefits and services, and employment practices with regard to the operation of its NSLP, SBP, CACFP and SFSP. The district will forward any civil rights complaint regarding the district's nutrition and food services to ODE's director of Child Nutrition Programs within three days of receiving the complaint.
5. The district will make written or oral translations of all nutrition and food services materials available to all households who do not read or speak English.
6. The district will maintain strict confidentiality of all information obtained through a confidential application for free and reduced-price meals or direct certification, including students' eligibility for free or reduced-price meals and all household information. The district's NSLP, SBP, CACFP and SFSP operators are not required to release any information from a student's confidential application for free or reduced-price meals. No information may be released from a student's eligibility information without first obtaining written permission from the student's parent or legal guardian/adult household member signing the application, except as follows:
 - a. An individual student's name and eligibility status may be released without written consent only to persons who operate or administer federal education programs; persons who operate or administer state education or state health programs at the state level; persons evaluating state, education assessment; or persons who operate or administer any other NSLP, SBP, SMP, CACFP, SFSP or SNAP;

- b. Any other confidential information contained in the confidential application for free and reduced-price meals or free milk (e.g., family income, address, etc.) may be released without written consent only to persons who operate or administer the NSLP, SBP, SMP, CACFP, SFSP and the Special Supplemental Nutrition Program for Women, Infants and Children (WIC); the Comptroller General of the United States for audit purposes; and federal, state or local law enforcement officials investigating alleged violation of any of the programs listed above.

Nutrition and Menu Planning

1. Meals and afterschool snacks served for reimbursement will meet the nutrition standards established by the U.S. Department of Agriculture (USDA) and Oregon Smart Snacks Standards.
2. Meals served for reimbursement will meet at least the minimum NSLP, SBP, CACFP and SFSP requirements for food items and quantities.
3. Meals served for reimbursement will:
 - a. Meet all calorie range requirements by grade level;
 - b. Meet the maximum standards set for saturated fat;
 - c. Meet the maximum standards set for sodium by grade level; and
 - d. Meet the requirement for zero grams of trans fats.
4. The district will use the offer versus serve option when serving NSLP lunches to senior high school students. High school students must take at least three of five different food items including one-half cup of fruit or vegetable offered in program lunches.
5. The district will use the offer versus serve option when serving program breakfasts to senior high school students. High school students must take at least three of four food items, including one-half cup of fruit or vegetable offered in program breakfasts.
6. The district will use the offer versus serve option when serving program lunches to students below senior high school grades. Students below high school grades will be required to take three of the five food items, including one-half cup of fruit or vegetable offered in program lunches.
7. The district will use the offer versus serve option when serving program breakfasts to students below senior high school grades. Students below high school grades will be required to take three of the four food items, including one-half cup of fruit offered in program breakfasts.
8. A copy of the Board minutes adopting the offer versus serve policy for students below high school grades for program lunches and/or for all students in the district for program breakfasts, as applicable, will be made available upon request.

Use and Control of Commodity Foods

1. The district will accept and use commodity foods in as large a quantity as may be efficiently utilized in the NSLP, SBP and SFSP.
2. The district will maintain necessary safeguards to prevent theft or spoilage of commodity foods.

3. The value of commodity foods used for any food production other than NSLP, SBP, SFSP or afterschool snacks shall be replaced in the food service inventory.

Accuracy of Reimbursement Claims

1. The district will claim reimbursement only for reimbursable meals served to eligible children.
2. All meals claimed for reimbursement will be counted at each dining site at a “point of service” where it can be accurately determined that the meal meets NSLP, SBP, CACFP and SFSP requirements for reimbursement.
3. The person responsible for determining if the meals are reimbursable will be trained to recognize a reimbursable meal.
4. The district official signing the claim for reimbursement will review and analyze monthly meal counts to ensure accuracy of the claim, before submitting the claim to ODE.
5. Annually, by November 15, the district will verify a random sample of applications according to NSLP verification requirements. Instructions for completing the verification process will be sent by ODE to the district in October each year.

Food Safety and Sanitation Inspections

1. The district will maintain necessary facilities for storing, preparing and serving food and milk.
2. Semiannually, the district will schedule food safety inspections with the county Environmental Health Department for each school or dining site under its jurisdiction.
3. The district will maintain health standards in compliance with all applicable state food safety regulations at each school or dining site under its jurisdiction.

General USDA NSLP/SBP/SMP Requirements

1. The district will ensure that no student is denied a meal as a disciplinary action.
2. Breakfast will be served in the morning hours, at or near the beginning of the student’s school day.
3. Lunch will be served between the hours of 10 a.m. and 2 p.m.
4. The district will provide substitute foods for students with a disability² that restricts their diet when supported by a written statement from a state-licensed health care professional, who is authorized to write medical prescriptions. Substitutions will be provided only when a medical statement from the licensed health care professional is on file at the school. The medical statement must state the nature of the child’s impairment so its effect on the student’s diet is understood, and what must be done to accommodate the impairment. The district will not charge more than the price of the school meal, as determined by the child’s eligibility status, for meals with the accommodation.

² To comply with Section 504 as it relates to a student’s severe food allergy, such as milk, gluten, nut or soy, and including but not limited to diabetes, colitis, etc.

5. The district will control the sale of competitive foods.
6. The district will ensure that potable drinking water will be available to students, free of charge for consumption in the place where meals are served during meal service.
7. The district will notify all households and appropriate staff of its meal charge requirements^[3] at the beginning of each school year, upon enrollment of a student or the transfer of a student. The meal charging requirements will be posted on the district website.

~~The district's meal charging requirements are as follows:~~

~~⁴A charge account for students paying full or reduced price for meals may be established with the district. Students may charge no more than two meals. Any student failing to keep his/her account current as required by the district shall not be allowed to charge the price of further meals until the account has been paid in full but will be allowed to purchase a meal if the student pays for the meal when it is received. At least one written warning shall be provided to a student and his/her parent prior to denying meals for exceeding the district's charge limit. Students or parents of students may prepay meal costs.~~

8. The sale of foods in competition with the district's lunch (NSLP) or breakfast (SBP) programs will be allowed in dining sites during lunch and breakfast periods with Board approval only when all income from the food sales accrues to the benefit of the district's nutrition and food services or accrues to a school or student organization approved by the Board. A copy of the Board minutes approving and defining competitive food sales will be made available upon request.
9. Students will be charged for second servings of meals. Second servings of fruits and vegetables are served at no charge.

Record Keeping

The following documents will be maintained by the district for three years after the current school year or longer, in the event of an unresolved audit(s), until the audit(s) has been completed:

1. All currently approved and denied confidential applications for free and reduced-price meals, all current direct certification documents, eligibility verification documents and school membership or enrollment lists;
2. Financial records that account for all revenues and expenditures of the district's nonprofit nutrition and food services programs, including procurement documents;

³ [Federal law requires the district to publish meal charging requirements. The district's charging requirements must identify how and when the information about account balances is communicated to staff, students and parents, and what collection methods will be used on delinquent balances.]

~~⁴ [The district is required by federal law to have meal charge requirements published. Revise this section to reflect the district's meal charging requirements. The requirements must identify how and when the information about account balances is communicated to staff, students and parents, and what collection methods will be used on delinquent balances.]~~

3. Records (i.e., recipes, ingredient lists and nutrition fact labels or product specifications) that document the compliance with nutrition standards for all program and competitive foods available for sale to students at a school campus;
4. Documents of participation data (i.e. meal counts) from each school in the district to support claims for reimbursement;
5. Production and menu records;
6. Records to document compliance with Paid Lunch Equity;
7. Records to document compliance with Revenue from Nonprogram Foods; and
8. Internal program monitoring documents for NSLP, SBP, CACFP and SFSP.

OSBA Model Sample Policy

Code: IGAI
Adopted:

Human Sexuality, AIDS/HIV, Sexually Transmitted Diseases, Health Education**

The district shall provide an age appropriate, comprehensive plan of instruction focusing on human sexuality, HIV/AIDS and sexually transmitted infections and disease prevention in elementary and secondary schools as an integral part of health education and other subjects. Course material and instruction for all human sexuality education courses that discuss human sexuality shall enhance a student's understanding of sexuality as a normal and healthy aspect of human development. A part of the comprehensive plan of instruction shall provide age-appropriate child sexual abuse prevention instruction for students in kindergarten through grade 12. The district must provide a minimum of four instructional sessions annually; one instructional session is equal to one standard class period. In addition, the HIV/AIDS and sexually transmitted infections and disease prevention education and the human sexuality education comprehensive plan shall provide adequate instruction at least annually, for all students in grades 6 through 8 and at least twice during grades 9 through 12.

Parents, teachers, school administrators, local health departments staff, other community representatives and persons from the medical community who are knowledgeable of the latest scientific information and effective education strategies shall develop the plan of instruction and align it with the Oregon Health Education Standards and Benchmarks.

The Board shall approve the plan of instruction and require that it be reviewed and updated biennially in accordance with new scientific information and effective educational strategies.

Parents of minor students shall be notified in advance of any human sexuality or AIDS/HIV instruction. Any parent may request that his/her child be excused from that portion of the instructional program under the procedures set forth in Oregon Revised Statute (ORS) 336.035(2).

The comprehensive plan of instruction shall include the following information that:

1. Promotes abstinence for school age youth and mutually monogamous relationships with an uninfected partner for adults;
2. Allays those fears concerning HIV that are scientifically groundless;
3. Is balanced and medically accurate;
4. Provides balanced, accurate information and skills-based instruction on risks and benefits of contraceptives, condoms and other disease reduction measures;
5. Discusses responsible sexual behaviors and hygienic practices which may reduce or eliminate unintended pregnancy, exposure to HIV, hepatitis B/C and other sexually transmitted infections and diseases;

6. Stresses the risks of behaviors such as the sharing of needles or syringes for injecting illegal drugs and controlled substances;
7. Discusses the characteristics of the emotional, physical and psychological aspects of a healthy relationship;
8. Discusses the benefits of delaying pregnancy beyond the adolescent years as a means to better ensure a healthy future for parents and their children. The student shall be provided with statistics based on the latest medical information regarding both the health benefits and the possible side effects of all forms of contraceptives including the success and failure rates for prevention of pregnancy, sexually transmitted infections and diseases;
9. Stresses that HIV/STDs and hepatitis B/C can be possible hazards of sexual contact;
10. Provides students with information about Oregon laws that address young people's rights and responsibilities relating to childbearing and parenting;
11. Advises students of consequences of having sexual relations with persons younger than 18 years of age to whom they are not married;
12. Encourages family communication and involvement and helps students learn to make responsible, respectful and healthy decisions;
13. Teaches that no form of sexual expression or behavior is acceptable when it physically or emotionally harms oneself or others and that it is wrong to take advantage of or exploit another person;
14. Teaches that consent is an essential component of healthy sexual behavior. Course material shall promote positive attitudes and behaviors related to healthy relationships and sexuality, and encourage active student bystander behavior;
15. Teaches students how to identify and respond to attitudes and behaviors which contribute to sexual violence;
16. Validates the importance of one's honesty, respect for each person's dignity and well-being, and responsibility for one's actions;
17. Uses inclusive materials and strategies that recognizes different sexual orientations, gender identities and gender expression;
18. Includes information about relevant community resources, how to access these resources, and the laws that protect the rights of minors to anonymously access these resources; and
19. Is culturally inclusive.

The comprehensive plan of instruction shall emphasize skills-based instruction that:

1. Assists students to develop and practice effective communication skills, development of self-esteem and ability to resist peer pressure;

2. Provides students with the opportunity to learn about and personalize peer, media, technology and community influences that both positively and negatively impact their attitudes and decisions related to healthy sexuality, relationships and sexual behaviors, including decisions to abstain from sexual intercourse;
3. Enhances students' ability to access valid health information and resources related to their sexual health;
4. Teaches how to develop and communicate sexual and reproductive boundaries;
5. Is research based, evidence based or best practice; and
6. Aligns with the Oregon Health Education Content Standards and Benchmarks.

All sexuality education programs emphasize that abstinence from sexual intercourse, when practiced consistently and correctly, is the only 100 percent effective method against unintended pregnancy, sexually transmitted HIV and hepatitis B/C infection and other sexually transmitted infections and diseases.

Abstinence is to be stressed, but not to the exclusion of contraceptives and condoms for preventing unintended pregnancy, HIV infection, hepatitis B/C infection and other sexually transmitted infections and diseases. Such courses are to acknowledge the value of abstinence while not devaluing or ignoring those students who have had or are having sexual relationships. Further, sexuality education materials, including instructional strategies, and activities must not, in any way use shame or fear-based tactics.

Materials and information shall be presented in a manner sensitive to the fact that there are students who have experienced, perpetrated or witnessed sexual abuse and relationship violence.

END OF POLICY

Legal Reference(s):

[ORS 336.035](#)

[ORS 336.107](#)

[ORS 336.455 - 336.475](#)

[ORS 339.370 - 339.400](#)

[OAR 581-021-0009](#)

[OAR 581-022-2030](#)

[OAR 581-022-2050](#)

[OAR 581-022-2220](#)

OSBA Model Sample Policy

Code: **IKF**
Adopted:

Graduation Requirements**

(This policy requires an administrative regulation, see IKF-AR.)

(Version 2)

The Board will establish graduation requirements for the awarding of a high school diploma, a modified diploma, an extended diploma and an alternative certificate which meet or exceed state requirements. A student may satisfy graduation requirements in less than four years. The district will award a diploma to a student fulfilling graduation requirements in less than four years if consent is given by the student's parent or guardian or by the student if the student is 18 years of age or older or emancipated.

If the district requires diploma requirements beyond the state requirements, the district shall grant a waiver for those requirements to any student who, at any time from grade 9 to 12, was:

1. A foster child¹;
2. Homeless;
3. A runaway;
4. A child in a military family covered by the Interstate Compact on Educational Opportunity for Military Children;
5. A child of a migrant worker; or
6. Enrolled in the Youth Corrections Education Program or the Juvenile Detention Education Program.

For any student identified above, the district shall accept any credits earned by the student in another district or public charter school, applying those credits toward the state requirements for a diploma if the credits satisfied those requirements in that other district or public charter school.

The district will ensure that students have onsite access to the appropriate resources to achieve a diploma, a modified diploma, an extended diploma or an alternative certificate at each high school. The district will provide [age-appropriate and developmentally appropriate] literacy instruction to all students until graduation.

Essential Skills

The district will allow English Language Learner (ELL) students to demonstrate proficiency in ~~the~~ **all** required Essential Skills ~~of apply mathematics in a variety of settings,~~ in the student's language of origin ~~for those ELL students who by the end of high school:~~

¹ As defined in ORS 30.297.

- ~~1.—Are on track to meet all other graduation requirements; and~~
- ~~2.—Are unable to demonstrate proficiency in the Essential Skills in English.~~

~~The district [will] [will not] allow ELL students to demonstrate proficiency in Essential Skills other than Apply Mathematics in a variety of settings, in the student’s language of origin for those ELL students who by the end of high school:~~

- ~~1.—Are on track to meet all other graduation requirements;~~
- ~~2.—Are unable to demonstrate proficiency in the Essential Skills in English;~~
- ~~3.—Have been enrolled in a U.S. school for five years or less; and~~
- ~~4.—Have demonstrated sufficient English language skills using the English Language Proficiency Assessment for the 21st Century (ELPA21)².~~

The district will develop procedures to provide assessment options as described in the *Essential Skills and Local Performance Assessment Manual* ~~Test Administration Manual~~, in the ELL student’s language of origin ~~for those ELL students who meet the criteria above~~, and will develop procedures to ensure that locally scored assessment options administered in an ELL student’s language of origin are scored by a qualified rater.

The district may not deny a student the opportunity to pursue a diploma with more stringent requirements than a modified diploma or an extended diploma for the sole reason the student has the documented history listed under the modified diploma or extended diploma requirements.

The district may award a modified diploma or an extended diploma to a student only upon the written consent of a student who is emancipated or has reached the age of 18 at the time the modified or extended diploma is awarded, or the student’s parent or guardian. The district shall receive the written consent during the school year in which the modified diploma or the extended diploma is awarded.

A student shall have the opportunity to satisfy the requirements for a modified diploma, an extended diploma or an alternative certificate in either four years after starting the ninth grade, or until the student reaches the age of 21, if the student is entitled to a public education until the age of 21 under state or federal law.

A student may satisfy the requirements for a modified diploma, an extended diploma or an alternative certificate in less than four years but not less than three years. In order to satisfy the requirements for a modified diploma, an extended diploma or an alternative certificate in less than four years, the student’s parent or guardian or a student who is emancipated or has reached the age of 18 must provide written consent which clearly states the parent, guardian or student is waiving the fourth year and/or years until the student reaches the age of 21. A copy of the consent will be forwarded to the district superintendent who will annually report to the Superintendent of Public Instruction the number of such consents.

Beginning in grade five or after a documented history to qualify for a modified diploma, an extended diploma, or an alternative certificate has been established, the district will annually provide to the parents

²~~This criteria does not apply to students seeking a diploma in 2017-2018 or 2018-2019.~~

or guardians of the student, information about the availability and requirements of a modified diploma, an extended diploma, and an alternative certificate.

A student who qualifies to receive or receives a modified diploma, an extended diploma, or an alternative certificate shall have the option of participating in a high school graduation ceremony with the student's class.

A student who receives a modified diploma, extended diploma or an alternative certificate shall have access to instructional hours, hours of transition services and hours of other services that are designed to meet unique needs of the student and when added together provide a total number of hours of instruction or services that equals at least the total number of instructional hours that is required to be provided to students who are attending a public high school.

The district will award to students with disabilities a document certifying successful completion of program requirements. No document issued to students with disabilities educated in full or in part in a special education program shall indicate that the document is issued by such a program. When a student who has an IEP completes high school, the district will give the student an individualized summary of performance.

Eligible students with disabilities are entitled to a free appropriate public education (FAPE) until the age of 21, even if they have earned a modified diploma, an extended diploma, an alternative certificate or completion of a General Education Development document. The continuance of services for students with disabilities for a modified diploma, an extended diploma or an alternative certificate is contingent on the IEP team determining the student's continued eligibility and special education services are needed.

Students and their parents will be notified of graduation and diploma requirements.

The district will review graduation requirements biennially in conjunction with the secondary school improvement plan. Graduation requirements may be revised to address student performance.

The district may not deny a diploma to a student who has opted-out of the statewide assessments if the student is able to satisfy all other requirements for the diploma. Students who opt-out will need to meet the Essential Skills graduation requirement using another approved assessment option.

The district will issue a high school diploma pursuant to Oregon law (ORS 332.114), to a veteran if the veteran resides within the boundaries of the district or is an Oregon resident and attended a high school of the district, or to a deceased veteran, upon request from a representative of the veteran, if the deceased veteran resided within the boundaries of the district at the time of death or was an Oregon resident at the time of death and attended a high school of the district.

The district shall establish conduct and discipline consequences for student-initiated test impropriety. “Student-initiated test impropriety” means student conduct that is inconsistent with the *Test Administration Manual* or accompanying guidance; or results in a score that is invalid.

END OF POLICY

Legal Reference(s):

ORS 329.045	ORS 343.295	OAR 581-022-2025
ORS 329.451		OAR 581-022-2030
ORS 329.479	OAR 581-021-0009	OAR 581-022-2115
ORS 332.107	OAR 581-022-2000	OAR 581-022-2120
ORS 332.114	OAR 581-022-2010	OAR 581-022-2505
ORS 339.115	OAR 581-022-2015	
ORS 339.505	OAR 581-022-2020	

Test Administration Manual, published by the OREGON DEPARTMENT OF EDUCATION.

~~*Essential Skills and Local Performance Assessment Manual*, published by the OREGON DEPARTMENT OF EDUCATION.
OREGON DEPARTMENT OF EDUCATION Executive Numbered Memo 003-2015-16.~~

OSBA Model Sample Policy

Code: JGAB-AR

Revised/Reviewed:

Use of Restraint ~~and/or~~ Seclusion

~~General Guidelines~~ Procedure

1. If restraint or seclusion continues for more than 30 minutes, ~~S~~ school staff will attempt to immediately notify parents or guardians verbally or electronically ~~when physical restraint or seclusion was used on their student, by the end of the day on which the incident occurred.~~
2. Following an incident involving the use of restraint or seclusion, school staff will provide parents or guardians of the student the following:
 - a. Verbal or electronic notice of the incident by the end of the school day when the incident occurred.
 - b. ~~2. Parents will be provided w~~ Written documentation of the incident within 24 hours that provides:
 - (1) ~~a.~~ A description of the ~~physical~~ restraint ~~and/or~~ seclusion; including:
 - (a) ~~b.~~ The date of the ~~physical~~ restraint or seclusion;
 - (b) ~~e.~~ The times the ~~physical~~ restraint or seclusion began and ended; and
 - (c) ~~t~~ The location of the incident;
 - (2) ~~d.~~ A description of the student's activity that prompted the use of ~~physical~~ restraint or seclusion;
 - (3) ~~e.~~ The efforts used to de-escalate the situation and the alternatives to ~~physical~~ restraint or seclusion that were attempted;
 - (4) ~~f.~~ The names of ~~personnel~~ staff of the ~~public education program~~ district who administered the ~~physical~~ restraint or seclusion;
 - (5) ~~g.~~ A description of the training status of the ~~personnel~~ staff of the district who administered the ~~physical~~ restraint or seclusion, including any information that may need to be provided to the parent or guardian; and
 - (6) ~~h.~~ Timely notification of a debriefing meeting to be held and of the parent's or guardian's right to attend the meeting.
3. If the ~~physical~~ restraint or seclusion was administered by a person without training, the administrator ~~district will provide that information~~ ensure written notice is issued to the parent or guardian of the student that includes the lack of training, ~~along with~~ and the reason why a person without training administered the ~~physical~~ restraint or seclusion. The administrator will ensure written notice of the same to the superintendent.
4. An administrator will be notified as soon as practicable whenever ~~physical~~ restraint ~~and/or~~ seclusion has been used.
5. If ~~physical~~ restraint or seclusion continues for more than 30 minutes the student must be provided with adequate access to bathroom and water every 30 minutes. If ~~physical~~ restraint or seclusion

continues for more than 30 minutes, every 15 minutes after the first 30 minutes, an administrator for the ~~public education program~~ district must provide written authorization for the continuation of the ~~physical~~ restraint or seclusion, including providing documentation for the reason the ~~physical~~ restraint or seclusion must be continued. Whenever ~~physical~~ restraint or seclusion extends beyond 30 minutes, ~~personnel~~ staff of the district will immediately attempt to verbally or electronically notify a parent or guardian.

6. A district ~~Physical~~ Restraint and/or Seclusion Incident Report must be completed and copies provided to those attending the debriefing meeting for review and comment. ~~The completed Restraint and/or Seclusion Incident Report Form shall include the following:~~
 - a. Name of the student;
 - b. Name of staff member(s) administering the restraint or seclusion;
 - c. Date of the restraint or seclusion and the time the restraint or seclusion began and ended;
 - d. Location of the restraint or seclusion;
 - e. A description of the restraint or seclusion;
 - f. A description of the student's activity immediately preceding the behavior that prompted the use of restraint or seclusion;
 - g. A description of the behavior that prompted the use of restraint or seclusion;
 - h. Efforts to de-escalate the situation and alternatives to restraint or seclusion that were attempted;
 - i. Information documenting parent or guardian contact and notification.
7. A documented debriefing meeting must be held within two school days after the use of ~~physical~~ restraint or seclusion; staff members involved in the intervention must be included in the meeting. The debriefing team shall include an administrator. Written notes shall be taken and a copy of the written notes shall be provided to the parent or guardian of the student.
8. ~~If serious bodily injury or death of a student occurs in relation to the use of restraint or seclusion, written notification of the incident must be provided to the Department of Human Services within 24 hours of the incident.~~
9. ~~If serious bodily injury or death of a staff member occurs in relation to the use of restraint or seclusion, written notification of the incident must be provided to the superintendent within 24 hours of the incident, or to the union representative for the affected person, if applicable.~~
10. ~~The district will maintain a record of each incident in which injuries or death occurs in relation to the use of restraint or seclusion.~~

~~The completed Physical Restraint and/or Seclusion Incident Report Form shall include the following:~~

- ~~1. Name of the student;~~
- ~~2. Name of staff member(s) administering the physical restraint or seclusion;~~
- ~~3. Date of the physical restraint or seclusion and the time the physical restraint or seclusion began and ended;~~
- ~~4. Location of the physical restraint or seclusion;~~

- ~~5.—A description of the physical restraint or seclusion;~~
- ~~6.—A description of the student’s activity immediately preceding the behavior that prompted the use of physical restraint or seclusion;~~
- ~~7.—A description of the behavior that prompted the use of physical restraint or seclusion;~~
- ~~8.—Efforts to de-escalate the situation and alternatives to physical restraint or seclusion that were attempted;~~
- ~~9.—Information documenting parent contact and notification; and~~
- ~~10.—A summary of the debriefing meeting held.~~

Physical Restraint and/or seclusion as a part of a behavioral support plan in the student’s Individual Education Program (IEP) or Section 504 plan.

1. Parent participation in the plan is required.
2. The IEP team that develops the behavioral support plan shall include knowledgeable and trained ~~personnel~~ staff, including a behavioral specialist and a district representative who is familiar with the ~~physical~~ restraint and seclusion training practices adopted by the district.
3. Prior to the implementation of any behavioral support plan that includes ~~physical~~ restraint and/or seclusion, a functional behavioral assessment must be completed. The assessment plan must include an individual threshold for reviewing the plan.
4. When a behavior support plan includes ~~physical~~ restraint or seclusion the parents will be provided a copy of the district Use of Restraint ~~and~~ or Seclusion policy at the time the plan is developed.
5. If a student is involved in five incidents in a school year, the team, including a parent or guardian of the student, will form for the purpose of reviewing and revising the student’s behavior plan.

Use of ~~physical~~ restraint and/or seclusion in an emergency by school administrator, staff or volunteer to maintain order or prevent a student from harming ~~his/herself~~ themselves, other students or school staff.

Use of ~~physical~~ restraint and/or seclusion under these circumstances with a student who does not have ~~physical~~ restraint and/or seclusion as a part of their IEP or Section 504 plan, is subject to all of the requirements established by **Board policy and** this administrative regulation with the exception of those specific to plans developed in an IEP or 504 plan.

OSBA Model Sample Policy

Code: JGAB

Adopted:

Use of Restraint ~~and~~ or Seclusion**

The Board is dedicated to the development and application of best practices within the district's public educational/behavioral programs. ~~It is the intent of the Board to establish this policy and its administrative regulation that~~ defines the circumstances that must exist and the requirements that must be met prior to, during, and after the use of ~~physical~~ restraint ~~and/or~~ seclusion as an intervention with district students.

The use of the following types of restraint on a student in the district is prohibited:

1. Chemical restraint.
2. Mechanical restraint.
3. Prone restraint.
4. Supine restraint.
5. Any restraint that involves the intentional and nonincidental use of a solid object¹, including a wall or the floor, to impede a student's movement, unless the restraint is necessary to prevent an imminent life-threatening injury or to gain control of a weapon.
6. Any restraint that places, or creates a risk of placing, pressure on a student's mouth, neck or throat.
7. Any restraint that places, or creates a risk of placing, pressure on a student's mouth, unless the restraint is necessary for the purpose of extracting a body part from a bite.
8. Any restraint that impedes, or creates a risk of impeding, breathing.
9. Any restraint that involves the intentional placement of the hands, feet, elbow, knee or any object on a student's neck, throat, genitals or other intimate parts.
10. Any restraint that causes pressure to be placed, or creates a risk of causing pressure to be placed, on the stomach or back by a knee, foot or elbow bone.
11. Any action designed for the primary purpose of inflicting pain.

Restraint or seclusion may not be used for discipline, punishment, retaliation or convenience of staff, contractors or volunteers of the district.

Restraint may be imposed on a student in the district only under the following circumstances:

1. The student's behavior imposes a reasonable risk of imminent and substantial physical or bodily injury to the student or others; and
2. Less restrictive interventions would not be effective.

Seclusion may be used on a student in the district only under the following circumstances:

1. The student's behavior imposes a reasonable risk of imminent and serious bodily injury to the student or others; and
2. Less restrictive interventions would not be effective.

If restraint or seclusion is used on a student, by trained staff or other staff available in the case of an emergency when trained staff are not immediately available due to the unforeseeable nature of the emergency, e.g., teacher, administrator[, or volunteer], it will be used only for as long as the student's behavior poses a reasonable risk of imminent and substantial physical or bodily injury to the student or others and less restrictive interventions would not be effective. Students will be continuously monitored by staff for the duration of the restraint or seclusion.

Definitions

1. **“Physical Restraint”** means the restriction of a student's actions or movements by ~~one or more persons~~ holding the student or ~~applying physical~~ using pressure ~~upon the student~~ or other means.
“Physical Restraint” does not include:
 - a. ~~touching or holding a student's~~ Holding a student's ~~without the use of force for the purpose of directing the student or assisting the student in completing a task or activity. The definition of “physical restraint” does not include the use of mechanical, chemical or prone restraint of a student as these methods are prohibited by Oregon law.~~ hand or arm to escort the student safely and without the use of force from one area to another;
 - b. Assisting a student to complete a task if the student does not resist the physical contact; or
 - c. Providing reasonable intervention with the minimal exertion of force necessary if the intervention does not include a restraint prohibited under Oregon Revised Statute (ORS) 339.288 and the intervention is necessary to:
 - (1) Break up a physical fight;
 - (2) Interrupt a student's impulsive behavior that threatens the student's immediate safety, including running in front of a vehicle or climbing on unsafe structures or objects; or
 - (3) Effectively protect oneself or another from an assault, injury or sexual contact with the minimum physical contact necessary for protection.
2. **“Seclusion”** means the involuntary confinement of a student alone in a room from which the student is physically prevented from leaving. Seclusion includes, but is not limited to, the involuntary confinement of a student alone in a room with a closed door, whether the door is locked or unlocked.
“Seclusion” does not include the removal of a student for a short period of time to provide the student with an opportunity to regain self-control, if the student is in a setting from which the student is not physically prevented from leaving, or a student being left alone in a room with a closed door for a brief period of time if the student is left alone for a purpose that is unrelated to the student's behavior.
3. **“Serious bodily injury”** means any significant impairment of the physical condition of a person, as determined by qualified medical personnel, whether self-inflicted or inflicted by someone else.
4. **“Substantial physical or bodily injury”** means any impairment of the physical condition of a person that requires some form of medical treatment.
5. **“Mechanical restraint”** means a device used to restrict the movement of a student or the movement or normal function of a portion of the body of a student.

“Mechanical restraint” does not include:

- a. A protective or stabilizing device ordered by a licensed physician; or
 - b. A vehicle safety restraint when used as intended during the transport of a student in a moving vehicle.
6. “Chemical restraint” means a drug or medication that is used on a student to control behavior or restrict freedom of movement that ~~has is not been~~ prescribed by a licensed ~~health professional~~ physician or other qualified health ~~care~~ professional acting under the professional’s scope of practice for standard treatment of the student’s medical or psychiatric condition; and administered as prescribed by a licensed physician or other qualified health professional acting under the professional’s scope of practice.
7. “Prone restraint” means a restraint in which a student is held face down on the floor.
8. “Supine restraint” means a restraint in which a student is held face up on the floor.

~~The use of physical restraint and/or seclusion is only permitted as a part of a behavioral support plan when other less restrictive interventions would not be effective and the student’s behavior poses a threat of imminent, serious physical harm to the student or others.~~

~~Except in the case of an emergency, only staff current in the required training in accordance with the district designated physical restraint and seclusion training program will implement physical restraint or seclusion with a student. In an emergency, physical restraint and/or seclusion may also be used by a school administrator, teacher or other school employee [or volunteer] as necessary when the student’s behavior imposes a reasonable threat of imminent, serious bodily injury to the student or to others. The use of physical restraint or seclusion under these circumstances is only allowed so long as the student’s behavior poses a threat of imminent, serious physical harm to themselves or to others.~~

Any student being restrained or secluded within the district whether in an emergency or as a part of a plan shall be constantly monitored by staff for the duration of the intervention. Any room used for seclusion of a student must meet the standards as outlined in Oregon Administrative Rule (OAR) 581-021-0568.

The district shall utilize the Oregon Intervention System training program of ~~physical restraints and~~ or seclusion for use in the district. As required by state regulation, the selected program shall be one approved by the Oregon Department of Education (ODE) and include; but not limited to, positive behavioral support, conflict prevention, de-escalation and crisis response techniques. Any program selected by the district must be in compliance with state and federal law with respect to the use of restraint and/or seclusion.

An annual review of the use of ~~physical~~ restraint and seclusion during the preceding school year shall be completed and submitted to ~~the Superintendent of Public Instruction~~ ODE to ensure compliance with district policies and procedures.

The results of the ~~review and~~ annual ~~review~~ report shall be documented and shall include at a minimum:

1. The total number of incidents ~~of physical~~ involving restraint;
2. The total number of incidents ~~of~~ involving seclusion;
3. The total number of seclusions in a locked room;
4. The total number of students placed in ~~physical~~ restraint;
5. The total number of students placed in seclusion;

6. The total number of incidents that resulted in injuries or death to students or ~~personnel~~ staff as a result of the use of ~~physical~~-restraint or seclusion;
7. The total number of students placed in ~~physical~~-restraint and/or seclusion more than 10 times in a school year and an explanation of what steps have been taken by the district to decrease the use of ~~physical~~-restraint and seclusion for each student;
8. The total number of ~~physical~~-restraint and/or seclusion incidents carried out by untrained individuals;
9. The demographic characteristics¹ of all students upon whom ~~physical~~-restraint and/or seclusion was imposed;
10. The total number of rooms available for use by the district for seclusion of a student and a description of the dimensions and design of the rooms.

This annual report shall be made available ~~to the Board and~~ to the public at the district's main office and on the district's website and to the Board.

At least once each school year the ~~public~~ parents and guardians of students of the district shall be notified ~~as to~~ about how to access the report.

The district shall investigate all complaints regarding the use of restraint and/or seclusion practices according to the procedures outlined in Board policy KL - Public Complaints and KL-AR - Public Complaint Procedure. The complaint procedure is available at the district's administrative office and is available on the home page of the district's website.

~~A~~The complainant, ~~who is a student, is a parent or guardian of a student attending school in the district or is a person who resides in the district,~~ whether an organization or an individual, may appeal a district's final decision ~~by the Board to the Deputy Superintendent of Public Instruction~~ Oregon Department of Education ~~as provided in~~ pursuant to OAR ~~581-002-0040~~ 581-022-2370 581-002-001 – 581-002-0023. [This appeal process is identified in administrative regulation KL-AR(2) - Appeal to the Deputy Superintendent of Public Instruction.]

The superintendent shall develop administrative regulations to carry out the requirements set forth in this policy and to meet any additional requirements established by law related to the use, reporting, and written documentation of the use of ~~physical~~-restraint or seclusion by district ~~personnel~~ staff.

END OF POLICY

Legal Reference(s):

[ORS 161.205](#)
[ORS 339.250](#)
[ORS 339.285](#)
[ORS 339.288](#)
[ORS 339.291](#)
[ORS 339.294](#)
[ORS 339.297](#)

[ORS 339.300](#)
[ORS 339.303](#)

[OAR 581-021-0061](#)
[OAR 581-021-0550](#)
[OAR 581-021-0553](#)
[OAR 581-021-0556](#)

[OAR 581-021-0559](#)
[OAR 581-021-0563](#)
[OAR 581-021-0566](#)
[OAR 581-021-0568](#)
[OAR 581-021-0569](#)
[OAR 581-021-0570](#)
[OAR 581-022-2370](#)

² Including race, ethnicity, gender, disability status, migrant status, English proficiency and status as economically disadvantaged, unless the demographic information would reveal personally identifiable information about an individual student.

¹ The use of a solid object, including furniture, a wall, or the floor, by district staff performing a restraint is not prohibited if the object is used for the staff's own stability or support while performing the restraint and not as a mechanism to apply pressure directly to the student's body.

Code: JHFE-AR(1)
Adopted:

Reporting of Suspected Abuse of a Child

Reporting

Any district employee having reasonable cause to believe that **any child** with whom the employee comes in contact has suffered abuse¹ shall orally report or cause an oral report immediately by telephone or otherwise to the local office of the Oregon Department of Human Services (DHS) or to a law enforcement agency within the county where the person making the report is at the time of their contact. Any district employee who has reasonable cause to believe that **any adult or student** with whom the employee is in contact has abused a child shall immediately report or cause a report to be made in the same manner to DHS or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419.010.

Any district employee who has reasonable cause to believe that another district employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another district employee, contractor, agent, volunteer or student shall immediately report such to the DHS or its designee or the local law enforcement agency pursuant to ORS 419B.015, and to the designated licensed administrator or alternate licensed administrator for their school building.

If known, the report shall contain the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the suspected abuse and the identity of a possible perpetrator.

If the superintendent is the alleged abuser the report shall be submitted to the [licensed administrator position title] who shall refer the report to the Board chair.

A written record of the abuse report shall be made by the employee reporting the suspected abuse of a child and will include: name and position of the person making the report; name of the student; name and position of any witness; description of the nature and extent of the abuse, including any information which could be helpful in establishing cause of abuse and identity of the abuser; description of how the report was made (i.e., phone or other method); name of the agency and individual who took the report; date and time that the report was made; and name of person who received a copy of the written report.

The written record of the abuse report shall not be placed in the student's educational record. A copy of the written report shall be retained by the employee making the report and a copy shall be provided to the designee that received the report.

¹ Includes the neglect of a child; abuse is defined in ORS 419B.005.

When the designee receives a report of suspected abuse of a child by a district employee, and there is reasonable cause to support the report, the district shall place the district employee on paid administrative leave² and take necessary actions to ensure the student's safety. The employee shall remain on leave until DHS or law enforcement determines that the report is substantiated and the district takes the appropriate employment action, or cannot be substantiated or is not a report of abuse and the district determines that either 1) an employment policy was violated and the district will take appropriate employment action against the employee, or 2) an employment policy has not be violated and no action is required by the district against the employee.

When the designee receives a report of suspected abuse by a contractor^[3], agent or volunteer, the district may prohibit the contractor, agent or volunteer from providing services to the district. If the district determines there is reasonable cause to support the report of suspected abuse, the district shall prohibit the contractor agent or volunteer from providing services. The district may reinstate the contractor, agent or volunteer, and such reinstatement may not occur until such time as a report of suspected abuse has been investigated⁴ and a determination has been made by law enforcement or DHS that the report is unsubstantiated.

The written record of each reported incident of abuse of a child, action taken by the district and any findings as a result of the report shall be maintained by the district.

If, following the investigation, the district decides to take an employment action, the district will inform the district employee of the employment action to be taken and provide information about the appropriate appeal process.

If the district is notified that the employee decided not to appeal the employment action or if the determination of an appeal sustained the employment action, a record of the findings of the substantiated report and the employment action taken by the district will be placed in the records on the school employee maintained by the district. Such records created are confidential and not public records as defined in Oregon Revised Statute (ORS) 192.311, however the district may use the record as a basis for providing information required to be disclosed about a district employee under ORS 339.378(1). The district will notify the employee that information about substantiated reports may be disclosed to a potential employer.

Definitions

1. Oregon law recognizes these types of abuse:
 - a. Physical;
 - b. Neglect;
 - c. Mental injury;
 - d. Threat of harm;

² The district employee cannot be required to use any accrued leave during the imposed paid administrative leave.

[³ The district is encouraged to duplicate this language in the contract. If the contract is with a company and the person assigned to do the work is the alleged perpetrator, the district shall notify the company and request another company employee be assigned to complete the work.]

⁴ The district will investigate all reports of suspected abuse, unless otherwise requested by DHS or its designee or law enforcement pursuant to law.

- e. Sexual abuse and sexual exploitation.
2. “Child” means an unmarried person who is under 18 years of age.
3. [A “substantiated report” means a report of abuse that a law enforcement agency or DHS determines is founded.]

Confidentiality of Records

The name, address and other identifying information about the employee who made the report are confidential and are not accessible for public inspection.

Upon request from law enforcement or DHS the district shall immediately provide requested documents or materials to the extent allowed by state and federal law.

Failure to Comply

Any district employee who fails to report a suspected abuse of a child as provided by this policy and the prescribed Oregon law commits a violation punishable by law. A district employee who fails to comply with the confidentiality of records requirements commits a violation punishable by the prescribed law. If an employee fails to report suspected abuse of a child or fails to maintain confidentiality of records as required by this policy, the employee will be disciplined up to and including dismissal.

Cooperation with Investigator

The district staff shall make every effort in suspected abuse of a child cases to cooperate with investigating officials as follows:

1. Any investigation of abuse of a child will be directed by the DHS or law enforcement officials as required by law. DHS or law enforcement officials wishing to interview a student shall present themselves at the school office and contact the school administrator, unless the school administrator is the subject of the investigation. [When an administrator is notified that the DHS or law enforcement would like to interview a student at school, the administrator must request that the investigating official fill out the appropriate form (See JHFE-AR(2) – Abuse of a Child Investigations Conducted on District Premises). The administrator or designee should not deny the interview based on the investigator’s refusal to sign the form.] If the student is to be interviewed at the school, the administrator or designee shall make a private space available. The administrator or designee of the school may, at the discretion of the investigator, be present to facilitate the interview. If the investigating official does not have adequate identification the administrator shall refuse access to the student.

Law enforcement officers wishing to remove a student from the premises shall present themselves at the office and contact the administrator or designee. The officer shall sign the student out on a form to be provided by the school;

2. When the subject matter of the interview or investigation is identified to be related to suspected abuse of a child, district employees shall not notify parents;
3. The administrator or designee shall advise the investigator of any conditions of disability prior to any interview with the affected child;

4. District employees are not authorized to reveal anything that transpires during an investigation in which the employee participates, nor shall the information become part of the student's education records, except that the employee may testify at any subsequent trial resulting from the investigation and may be interviewed by the respective litigants prior to any such trial.

Nothing prevents the district from conducting its own investigation, unless another agency requests to lead the investigation or requests the district to suspend the investigation, or taking an employment action based on information available to the district before an investigation conducted by another agency is completed. The district will cooperate with agencies assigned to conduct such investigations.

Code: JHFE

Adopted:

Reporting of Suspected Abuse of a Child

Any district employee who has reasonable cause to believe that **any child** with whom the employee has come in contact has suffered abuse¹ shall orally report or cause an oral report immediately by telephone or otherwise to the local office of the Oregon Department of Human Services (DHS) or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to Oregon Revised Statute (ORS) 419B.010. Any district employee who has reasonable cause to believe that **any adult or student** with whom the employee is in contact has abused a child shall immediately report or cause a report to be made in the same manner to DHS or its designee or to the law enforcement agency within the county where the person making the report is located at the time of the contact pursuant to ORS 419.010. If known, the report shall contain the names and addresses of the child and the parents of the child or other persons responsible for the child's care, the child's age, the nature and extent of the suspected abuse, including any evidence of previous abuse, the explanation given for the suspected abuse, any other information that the person making the report believes might be helpful in establishing the possible cause of the abuse and the identity of a possible perpetrator.

Abuse of a child by district employees, contractors², agents³, volunteers⁴, or students will not be tolerated. All district employees, contractors, agents, volunteers and students are subject to this policy and the accompanying administrative regulation.

Any district employee who has reasonable cause to believe that another district employee, contractor, agent, volunteer or student has engaged in abuse, or that a student has been subjected to abuse by another district employee, contractor, agent, volunteer or student shall immediately report such to the Oregon Department of Human Services (DHS) or its designee or the local law enforcement agency pursuant to ORS 419B.015, and to the designated licensed administrator.

The district will designate a [⁵]licensed administrator and an alternate licensed administrator, in the event that the designated licensed administrator is the suspected abuser, for each school building to receive reports of suspected abuse of a child by district employees, contractors, agents, volunteers or students.

¹ Includes the neglect of a child; abuse is defined in ORS 419B.005.

² "Contractor" means a person providing services to the district under a contract in a manner that requires the person to have direct, unsupervised contact with students.

³ "Agent" means a person acting as an agent for the district in a manner that requires the person to have direct, unsupervised contact with students.

⁴ "Volunteer" means a person acting as a volunteer for the district in a manner that requires the person to have direct, unsupervised contact with students.

[⁵ Senate Bill 155 (2019) requires the district to designate a licensed administrator and an alternate licensed administrator in the event the licensed administrator is the alleged abuser for each school building to receive these reports.]

If the superintendent is the alleged perpetrator the report shall be submitted to the [licensed administrator position title] who shall also report to the Board chair.

The district will post the name and contact information of the designees for each school building designated to receive reports of suspected abuse and the procedures the designee will follow upon receipt of a report, the contact information for local law enforcement and the local DHS office or its designee and a statement that the duty to report suspect abuse is in addition to the requirements of reporting to a designated licensed administrator.

When a designee receives a report of suspected abuse, the designee will follow procedure established by the district and set forth in administrative regulation JHFE-AR(1) - Reporting of Suspected Abuse of a Child. All such reports of suspected abuse will be reported to a law enforcement agency or DHS, or its designee, for investigation, and the agency will complete an investigation regardless of any changes in the relationship or duties of the person who is the alleged abuser.

When there is reasonable cause to support the report, a district employee suspected of abuse shall be placed on paid administrative leave pending an investigation and the district will take necessary actions to ensure the student's safety. When there is reasonable cause to support the report, a district contractor, agent or volunteer suspected of abuse shall be removed from providing services to the district and the district will take necessary actions to ensure the student's safety.

The district will notify the person, as allowed by state and federal law, who was subjected to the suspected abuse about any actions taken by the district as a result of the report.

A substantiated report of abuse by an employee shall be documented in the employee's personnel file. A substantiated report of abuse by a student shall be documented in the student's education record.

The initiation of a report in good faith, pursuant to this policy, may not adversely affect any terms or conditions of employment or the work environment of the person initiating the report or who may have been subjected to abuse. If a student initiates a report of suspected abuse of a child by a district employee, contractor, agent, volunteer or student, in good faith, the student will not be disciplined by the district or any district employee, contractor, agent or volunteer. Intentionally making a false report of abuse of a child is a Class A violation.

The district shall provide training each school year to district employees on the prevention and identification of abuse, the obligations of district employees under ORS 339.388 and ORS 419B.005 - 419B.050 and as directed by Board policy to report suspected abuse of a child, and appropriate electronic communications with students. The district shall make available each school year the training described above to contractors, agents, volunteers, and parents and legal guardians of students attending district-operated schools, and will be made available separately from the training provided to district employees. The district shall provide each school year information on the prevention and identification of abuse, the obligations of district employees under Board policy to report abuse, and appropriate electronic communications with students to contractors, agents and volunteers. The district shall make available each school year training that is designed to prevent abuse to students attending district-operated schools.

The district shall provide to a district employee at the time of hire, or to a contractor, agent, or volunteer at the time of beginning service for the district, the following:

1. A description of conduct that may constitute abuse;
2. A description of the investigatory process and possible consequences if a report of suspected abuse is substantiated; and
3. A description of the prohibitions imposed on district employees, contractors, and agents when they attempt to obtain a new job, as provided under ORS 339.378. A district employee, contractor or agent will not assist another district employee, contractor or agent in obtaining a new job if the individual knows, or has reasonable or probable cause to believe the district employee, contractor or agent engaged in abuse, unless criteria found in ORS 339.378(2)(c) are applicable.

Nothing in this policy prevents the district from disclosing information required by law or providing the routine transmission of administrative and personnel files pursuant to law.

The district shall make available to students, district employees, contractors, agents, and volunteers a policy of appropriate electronic communications with students.

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

The superintendent shall develop administrative regulations as are necessary to implement this policy and to comply with state law.

END OF POLICY

Legal Reference(s):

[ORS 339.370 - 339.400](#)
[ORS 418.257 - 418.259](#)

[ORS 419B.005 - 419B.050](#)

[OAR 581-022-2205](#)
[Senate Bill 155 \(2019\)](#)

Greene v. Camreta, 588 F.3d 1011 (9th Cir. 2009), vacated in part by, remanded by Camreta v. Greene, 131 S. Ct. 2020 (U.S. 2011); vacated in part, remanded by Greene v. Camreta 661 F.3d 1201 (9th Cir. 2011).

Code: JHFF/GBNAA
Adopted:

Reporting Requirements for Suspected Sexual Conduct with Students *

Sexual conduct by district employees, contractors¹, agents², and volunteers³ is not tolerated. All district employees, contractors, agents, and volunteers are subject to this policy.

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

“Student” means any person who is in any grade from prekindergarten through grade 12 or 21 years of age or younger and receiving educational or related services from the district that is not a post-secondary institution of education, or who was previously known as a student by the person engaging in sexual conduct and who left school or graduated from high school within 90 days prior to the sexual conduct.

Any district employee [⁴], contractor, agent or volunteer who has reasonable cause to believe that a student has been subjected to sexual conduct by another district employee, contractor, agent or volunteer, or that another district employee, contractor, agent or volunteer has engaged in sexual conduct with a student shall immediately report such suspected sexual conduct to the [⁵]designated licensed administrator or the alternate designated licensed administrator for their school building. If the superintendent is the alleged perpetrator the report shall be submitted to the assistant superintendent who shall report the suspected sexual conduct to the Board chair.

¹ “Contractor” means a person providing services to the district under a contract in a manner that requires the person to have direct, unsupervised contact with students.

² “Agent” means a person acting as an agent for the district in a manner that requires the person to have direct, unsupervised contact with students.

³ “Volunteer” means a person acting as a volunteer for the district in a manner that requires the person to have direct, unsupervised contact with students.

[⁴ The following language in brackets, i.e., [, contractor, agent or volunteer], is optional language for the district to consider including. If the language is kept, the district must make these groups aware of the policy and its administrative regulation and their responsibilities under both. This may also be included in contracts with agents and contractors and include reference to this policy.]

[⁵ Senate Bill 155 (2019) requires the district to designate a licensed administrator to receive reports of suspected sexual conduct, and designate an alternate licensed administrator for each school building.]

[If an employee fails to report suspected sexual conduct or fails to maintain confidentiality of records, the employee will be disciplined up to and including dismissal.]

When the designated licensed administrator receives a report of suspected sexual conduct by a district employee, contractor, agent or volunteer, the administrator will follow procedures established by the district and set forth in the district's administrative regulation JHFF/GBNAA-AR - Suspected Sexual Conduct Report Procedures and Form. All such reports will be reported to the Oregon Department of Education (ODE) or Teacher Standards and Practices Commission (TSPC) as appropriate, for investigation. The agency receiving a report will complete an investigation regardless of any changes in the relationship or duties of the person who is the alleged perpetrator.

When there is reasonable cause to support the report, a district employee suspected of sexual conduct shall be placed on paid administrative leave pending an investigation and the district will take necessary actions to ensure the student's safety.

When there is reasonable cause to support the report, a district contractor, agent or volunteer suspected of sexual conduct shall be removed from providing services to the district and the district will take necessary actions to ensure the student's safety.

The district will post in each school building the names and contact information of the employees^[6] designated for the school building to receive reports of suspected sexual conduct and the procedures the designee will follow upon receipt of the report.

The district will notify, as allowed by state and federal law, the person who was subjected to the suspected sexual conduct about any actions taken by the district as a result of the report.

A district employee, contractor or agent will not assist another district employee, contractor or agent in obtaining a new job if the individual knows, or has reasonable cause to believe the district employee, contractor or agent engaged in sexual conduct. Nothing in this policy prevents the district from disclosing information required by law or providing the routine transmission of administrative and personnel files pursuant to law.

The initiation of a report in good faith about suspected sexual conduct may not adversely affect any terms or conditions of employment or the work environment of the person who initiated the report or who may have been subject to sexual conduct. If a student initiates a report of suspected sexual conduct by a district employee, contractor, agent or volunteer in good faith, the student will not be disciplined by the district or any district employee, contractor, agent or volunteer.

The district will provide to employees at the time of hire, or to a contractor, agent or volunteer at the time of beginning service for the district, the following:

1. A description of conduct that may constitute sexual conduct;

[⁶ Senate Bill 155 (2019) requires the district to designate a licensed administrator and an alternate licensed administrator for each school building.]

2. A description of the investigatory process and possible consequences if a report of suspected sexual conduct is substantiated; and
3. A description of the prohibitions imposed on district employees, contractors and agents when they attempt to obtain a new job, pursuant to ORS 339.378(2).

All district employees are subject to Board policy GCAB - Personal Electronic Devices and Social Media - Staff regarding appropriate electronic communications with students.

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

The superintendent shall develop administrative regulations to implement this policy and to comply with state law.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

[ORS 419B.005 - 419B.045](#)

Senate Bill 155 (2019)

[ORS 339.370 - 339.400](#)

Every Student Succeeds Act, 20 U.S.C. § 7926 (2018).

OSBA Model Sample Policy

NEW

Code: JHFF/GBNAA-AR
Revised/Reviewed:

Suspected Sexual Conduct Report Procedures and Form *

When the designee receives a report of suspected sexual conduct that may have been committed by a person licensed¹ through Teacher Standards and Practices Commission (TSPC), the designee shall notify TSPC as soon as possible. When the designee receives a report of suspected sexual conduct that may have been committed by a person who is not licensed through TSPC, the designee shall notify the Oregon Department of Education (ODE) as soon as possible.

The district posts in each school building the names and contact information of the employees^[2] in each school building designated to receive reports of suspected sexual conduct and the procedures the designee will follow upon receipt of the report.

If the superintendent is the alleged perpetrator the report shall be submitted to the [licensed administrator position title] who shall refer the report to the Board chair.

When the designee receives a report of suspected sexual conduct by a district employee, and there is reasonable cause to support the report, the district shall place the district employee on paid administrative leave³ and take necessary actions to ensure the student's safety. The employee shall remain on leave until TSPC or ODE determines that the report is substantiated and the district takes appropriate employment action against the employee, or cannot be substantiated or is not a report of sexual conduct and the district determines either: 1) an employment policy was violated and the district will take appropriate employment action against the employee; or 2) an employment policy has not be violated and an employment action against the employee is not required. The district will investigate all reports of suspected sexual conduct by persons who are licensed by the TSPC, unless otherwise requested by TSPC, and all reports of suspected sexual conduct by persons who are not licensed by TSPC, unless otherwise requested by ODE.

When the designee receives a report of suspected sexual conduct by a contractor^[4], an agent or a volunteer, the district [may] prohibit the contractor, agent or volunteer from providing services to the district. If the district determines there is reasonable cause to support a report of suspected sexual conduct, the district shall prohibit the contractor, agent or volunteer from providing services. The district may reinstate the contractor, agent or volunteer, and such reinstatement may not occur until such time as a report of suspected sexual conduct has been investigated and a determination has been made by TSPC or ODE that the report is unsubstantiated.

¹ "License" includes a license, registration or certificate issued by the Teacher Standards and Practices Commission.

[² Senate Bill 155 (2019) requires the district to designate a licensed administrator and an alternate licensed administrator for each school building.]

³ The district employee cannot be required to use any accrued leave during the imposed paid administrative leave.

[⁴ The district is encouraged to duplicate this language in the contract. If the contract is with a company and the person assigned to do the work is the alleged perpetrator, the district shall notify the company and request another company employee be assigned to complete the work.]

Upon request from ODE or TSPC the district will provide requested documents or materials to the extent allowed by state and federal law.

The name, address and other identifying information about the employee who made the report are confidential and are not accessible for public inspection.

An “investigation” means a detailed inquiry into the factual allegations of a report of suspected sexual conduct that is based on interviews with the person who initiated the report, the person who may have been subjected to sexual conduct, witnesses and the person who is the subject of the report, and results in a finding that the report is a substantiated report, cannot be substantiated, or is not a report of sexual conduct. If the subject of the report is a district employee represented by a contract or a collective bargaining agreement, the investigation must meet any negotiated standards of such employment contract or agreement.

Nothing prevents the district from conducting its own investigation, unless another agency requests to lead the investigation or requests the district to suspend the investigation, or taking an employment action based on information available to the district before an investigation conducted by another agency is completed. The district will cooperate with agencies assigned to conduct such investigations.

A “substantiated report” means a report of sexual conduct that TSPC or ODE determines is founded.

If, following the investigation, the district decides to take an employment action, the district will inform the district employee of the employment action to be taken and provide information about the appropriate appeal process.

If the district is notified that the employee decided not to appeal the employment action or if the determination of an appeal sustained the employment action, the district shall create a record of the findings of the substantiated report and the employment action taken by the district will be placed in the records on the school employee maintained by the district. Such records created are confidential and not public records as defined in Oregon Revised Statute (ORS) 192.311, however the district may use the record as a basis for providing information required to be disclosed about a district employee under ORS 339.378(1). The district will notify the employee that information about substantiated reports may be disclosed to a potential employer.

Training

The district shall provide training each school year to district employees on the following:

1. Prevention and identification of sexual conduct;
2. Obligations of district employees under ORS 339.388 and 419B.005 - 419B.050 and under adopted board policies to report suspected sexual conduct; and
3. Appropriate electronic communications with students.

The district shall make available each school year the training described above to contractors, agents, volunteers and to parents and legal guardians of students attending district-operated schools, and will be made available separately from the training provided to district employees.

The district shall provide to contractors, agents and volunteers each school year information on the following:

1. Prevention and identification of sexual conduct;
2. Obligations of district employees under adopted board policies to report suspected sexual conduct;
and
3. Appropriate electronic communications with students.

The district shall make available each school year training that is designed to prevent sexual conduct to students attending district-operated schools.

[Name of School District]

SUSPECTED SEXUAL CONDUCT REPORT FORM

Name of person making report: _____

Position of person making report: _____

Name of person suspected of sexual conduct: _____

Date and place of incident or incidents: _____

Description of suspected sexual conduct: _____

Name of witnesses (if any): _____

Evidence of suspected sexual conduct, e.g., letters, photos, etc. (attach evidence if possible): _____

Any other information: _____

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

Signature: _____ Date: _____

[Name of School District]

WITNESS DISCLOSURE FORM

Name of witness: _____

Position of witness: _____

Date of testimony/interview: _____

Description of instance witnessed: _____

Any other information: _____

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

Signature: _____ Date: _____

Code: GBEA-AR
Revised/Reviewed:

Workplace Harassment Reporting and Procedure

Any district employee who believes they have been a victim of workplace harassment may file an oral or written report consistent with this administration regulation, may file a report through the Bureau of Labor and Industries' (BOLI) complaint resolution process, or under any other available law.

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

A complaint alleging an unlawful employment practice as described in ORS 659A.030, 659A.082 or 659A.112 or section 4 of Senate Bill 479 (2019) must be filed no later than five years after the occurrence of the alleged unlawful employment practice.

All documentation related to workplace harassment complaints may become part of the personnel file of the employee who is the alleged harasser, as appropriate. Additionally, a copy of all workplace harassment reports, complaints, and documentation will be maintained by the district as a separate confidential file and stored in the district office.

Investigation Procedure

The assistant superintendent is responsible for investigating reports concerning workplace harassment. The investigator(s) shall be a neutral party having had no involvement in the report presented. If the alleged workplace harassment involves the assistant superintendent, the employee may report to superintendent. All reports of alleged workplace harassment behavior shall be investigated.

The investigator shall:

1. Document the alleged, reported incident of workplace harassment;
2. Provide information about legal resources and counseling and support services, which may include district-provided assistance services available to the district employee;
3. Provide a copy of the district's Board policy GBEA - Workplace Harassment and this administrative regulation to the district employee; and
4. Complete the following steps:

Step 1 Promptly initiate an investigation. The investigator will arrange such meetings as may be necessary to discuss the issue with all concerned parties within five working days after receipt of the report. The parties will have an opportunity to submit evidence and a list of witnesses. All findings of the investigation, including the response of the alleged harasser, shall be reduced to writing. The investigator shall notify the complainant in writing that the

investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

A copy of the report, complaint, or other documentation about the incident, and the date and details of notification to the complainant of the results of the investigation, together with any other documentation related to the workplace harassment incident, including disciplinary action taken or recommended, shall be forwarded to the human resources office.

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

Step 3 If a complainant is not satisfied with the decision at Step 2, the complainant may submit a written appeal to the Board. Such appeal must be filed within 10 working days after receipt of the Step 2 decision. The Board will review the findings and conclusion of the superintendent or designee in a public meeting to determine what action is appropriate. Appropriate action may include, but is not limited to, holding a hearing, requesting additional information, and adopting the superintendent's or designee's decision as the district's final decision.

If the Board conducts a hearing, the complainant shall be given an opportunity to present the appeal at a Board meeting. The Board may hold the hearing in executive session if the subject matter qualifies under Oregon law. The parties involved may be asked to attend such hearing for the purposes of making further explanations and clarifying the issues. The Board shall decide, within 20 days, in open session what action, if any, is warranted. The Board shall provide a written decision to the complainant within 10 working days following completion of the hearing.

If the Board chooses not to hear the appeal, the superintendent's decision in Step 2 is final.

Reports involving the superintendent should be referred to the Board chair on behalf of the Board. The Board chair will cause the information¹ required to be issued to the complainant as described in this administrative regulation. The Board chair shall present the complaint to the Board at a Board meeting. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. The Board may hold the hearing in executive session if the subject matter qualifies under Oregon law. The Board shall decide, within [30] days, in open session what action if any is warranted. The Board chair shall notify the complainant in writing within 10 days that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

¹ Provide information about legal resources and counseling and support services, which may include district-provided assistance services available to the district employee, and a copy the district's Board policy GBEA - Workplace Harassment and this administrative regulation to the district employee.

Follow-up Procedures

The Director of Human Resources will follow up with the district employee of the alleged harassment once every three months for the calendar year following the date on which the Director of Human Resources received a report of harassment, to determine whether the alleged harassment has stopped or if the employee has experienced retaliation. The Director of Human Resources will document the record of this follow-up. The Director of Human Resources will continue follow-up in this manner until and unless the employee directs the Director of Human Resources in writing to stop.

Other Reporting Options and Filing Information

Nothing in this policy prevents an employee from filing a formal grievance in accordance with a collective bargaining agreement (CBA) or a formal complaint with BOLI or the Equal Employment Opportunity Commission (EEOC); or if applicable, the U.S. Department of Labor (USDOL) Civil Rights Center. Review the CBA for any provision that requires an employee to choose between the complaint procedure outlined in the CBA and filing a BOLI or EEOC complaint.

Nothing in Board policy GBEA - Workplace Harassment or this administrative regulation prevents any person from seeking remedy under any other available law, whether civil or criminal.

An employee or claimant must provide advance notice of claim against the employer as required by ORS 30.275.

Filing a report with the U.S. Department of Labor (USDOL) Civil Rights Center.

An employee whose agency receives federal financial assistance from the USDOL under the Workforce Innovation and Opportunity Act, Mine Safety and Health Administration, Occupational Safety and Health Administration, or Veterans' Employment and Training Service, may file a complaint with the state of Oregon Equal Opportunity Officer or directly through the USDOL Civil Rights Center. The complaint must be written, signed and filed within 180 days of when the alleged discrimination or harassment occurred.

Lebanon Community School District
485 S. 5th Street, Lebanon, OR 97355 | (541) 451-8511

WORKPLACE HARASSMENT REPORTING OR COMPLAINT FORM

Name of person making report/complainant: _____

Position of person making report/complainant: _____

Date of complaint: _____

Name of alleged harasser: _____

Date and place of incident or incidents: _____

Description of alleged misconduct: _____

Name of witnesses (if any): _____

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

Any other information: _____

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

Signature: _____

Date: _____

Lebanon Community School District
485 S. 5th Street, Lebanon, OR 97355 | (541) 451-8511

WITNESS DISCLOSURE FORM

Name of Witness: _____

Position of Witness: _____

Date of Testimony/Interview: _____

Description of Instance Witnessed: _____

Any Other Information: _____

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

Signature: _____ Date: _____

OSBA Model Sample Policy

NEW

Code: GBEA
Adopted:

Workplace Harassment *

Workplace harassment is prohibited and shall not be tolerated. This includes workplace harassment that occurs between district employees or between a district employee and the district in the workplace or at a work-related event that is off district premises and coordinated by or through the district, or between a district and a district employee off district premises. Elected school board members, volunteers and interns are subject to this policy.

Any district employee who believes they have been a victim of workplace harassment may file a report with the district employee designated in the administrative regulation GBEA-AR - Workplace Harassment Reporting and Procedure, may file a report through the Bureau of Labor and Industries' (BOLI) complaint resolution process or under any other available law. The reporting of such information is voluntary. The district employee making the report is advised to document any incidents of workplace harassment.

“Workplace harassment” means conduct that constitutes discrimination prohibited by Oregon Revised Statute (ORS) 659A.030 (discrimination in employment based on race, color, religion, sex, sexual orientation, national origin, marital status, age, or expunged juvenile record), including conduct that constitutes sexual assault¹ or that constitutes conduct prohibited by ORS 659A.082 (discrimination against person in uniformed service) or 659A.112 (discrimination in employment based on disability).

The district, upon receipt of a report from a district employee who believes they are a victim of workplace harassment, shall provide information about legal resources and counseling and support services, including any available employee assistance services. The district employee receiving the report, whether a supervisor of the employer or the district employee designated to receive reports, is advised to document any incidents of workplace harassment, and shall provide a copy of this policy and accompanying administrative regulation to the victim upon their disclosure about alleged workplace harassment.

All incidents of behavior that may violate this policy shall be promptly investigated.

Any person who reports workplace harassment has the right to be protected from retaliation.

The district may not require or coerce a district employee to enter into a nondisclosure² or nondisparagement³ agreement.

¹ “Sexual assault” means unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat or intimidation.

² A “nondisclosure” agreement or provision prevents either party from disclosing the contents of or circumstances surrounding the agreement.

³ A “nondisparagement” agreement or provision prevents either party from making disparaging statements about the other party.

The district may not enter into an agreement with an employee or prospective employee, as a condition of employment, continued employment, promotion, compensation, or the receipt of benefits, that contains a nondisclosure provision, a nondisparagement provision or any other provision that has the purpose or effect of preventing the employee from disclosing or discussing workplace harassment that occurred between district employees or between a district employee and the district, in the workplace or at a work-related event that is off district premises and coordinated by or through the district, or between a district employee and employer off district premises.

The district may enter into a settlement agreement, separation or severance agreement that includes one or more of the following provisions only when a district employee claiming to be aggrieved by workplace harassment requests to enter into the agreement: 1) a nondisclosure or nondisparagement provision; 2) a provision that prevents disclosure of factual information relating to the claim of workplace harassment; or 3) a no-rehire provision that prohibits the employee from seeking reemployment with the district as a term or condition of the agreement. The agreement must provide the district employee at least seven days after signing the agreement to revoke it.

If the district determines in good faith that an employee has engaged in workplace harassment, the district may enter into a settlement, separation or severance agreement that includes one or more of the provisions described in the previous paragraph.

It is the intent of the Board that appropriate corrective action will be taken by the district to stop workplace harassment, prevent its recurrence and address negative consequences. Staff members in violation of this policy shall be subject to discipline, up to and including dismissal and/or additional workplace harassment awareness training, as appropriate. Other individuals (e.g., board members, witnesses, and volunteers) whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the superintendent or the Board.

The district shall make this policy available to all district employees and shall be made a part of district orientation materials provided and copied to new district employees at the time of hire.

The superintendent will establish a process of reporting incidents of workplace harassment and the prompt investigation.

END OF POLICY

Legal Reference(s):

[ORS 659A.001](#)
[ORS 659A.003](#)
[ORS 659A.006](#)
[ORS 659A.029](#)
[ORS 659A.030](#)

[ORS 659A.082](#)
[ORS 659A.112](#)
[ORS 659A.820](#)
[ORS 659A.875](#)
[ORS 659A.885](#)

[OAR 584-020-0040](#)
[OAR 584-020-0041](#)
Senate Bill 479 (2019)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2012).

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

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

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

Code: GBNAA/JHFF
Adopted:

Reporting Requirements for Suspected Sexual Conduct with Students *

Sexual conduct by district employees, contractors¹, agents², and volunteers³ is not tolerated. All district employees, contractors, agents, and volunteers are subject to this policy.

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

“Student” means any person who is in any grade from prekindergarten through grade 12 or 21 years of age or younger and receiving educational or related services from the district that is not a post-secondary institution of education, or who was previously known as a student by the person engaging in sexual conduct and who left school or graduated from high school within 90 days prior to the sexual conduct.

Any district employee [⁴], contractor, agent or volunteer who has reasonable cause to believe that a student has been subjected to sexual conduct by another district employee, contractor, agent or volunteer, or that another district employee, contractor, agent or volunteer has engaged in sexual conduct with a student shall immediately report such suspected sexual conduct to the [⁵]designated licensed administrator or the alternate designated licensed administrator for their school building. If the superintendent is the alleged perpetrator the report shall be submitted to the assistant superintendent who shall report the suspected sexual conduct to the Board chair.

¹ “Contractor” means a person providing services to the district under a contract in a manner that requires the person to have direct, unsupervised contact with students.

² “Agent” means a person acting as an agent for the district in a manner that requires the person to have direct, unsupervised contact with students.

³ “Volunteer” means a person acting as a volunteer for the district in a manner that requires the person to have direct, unsupervised contact with students.

[⁴ The following language in brackets, i.e., [, contractor, agent or volunteer], is optional language for the district to consider including. If the language is kept, the district must make these groups aware of the policy and its administrative regulation and their responsibilities under both. This may also be included in contracts with agents and contractors and include reference to this policy.]

[⁵ Senate Bill 155 (2019) requires the district to designate a licensed administrator to receive reports of suspected sexual conduct, and designate an alternate licensed administrator for each school building.]

If an employee fails to report suspected sexual conduct or fails to maintain confidentiality of records, the employee will be disciplined up to and including dismissal.

When the designated licensed administrator receives a report of suspected sexual conduct by a district employee, contractor, agent or volunteer, the administrator will follow procedures established by the district and set forth in the district's administrative regulation JHFF/GBNAA-AR - Suspected Sexual Conduct Report Procedures and Form. All such reports will be reported to the Oregon Department of Education (ODE) or Teacher Standards and Practices Commission (TSPC) as appropriate, for investigation. The agency receiving a report will complete an investigation regardless of any changes in the relationship or duties of the person who is the alleged perpetrator.

When there is reasonable cause to support the report, a district employee suspected of sexual conduct shall be placed on paid administrative leave pending an investigation and the district will take necessary actions to ensure the student's safety.

When there is reasonable cause to support the report, a district contractor, agent or volunteer suspected of sexual conduct shall be removed from providing services to the district and the district will take necessary actions to ensure the student's safety.

The district will post in each school building the names and contact information of the employees^[6] designated for the school building to receive reports of suspected sexual conduct and the procedures the designee will follow upon receipt of the report.

The district will notify, as allowed by state and federal law, the person who was subjected to the suspected sexual conduct about any actions taken by the district as a result of the report.

A district employee, contractor or agent will not assist another district employee, contractor or agent in obtaining a new job if the individual knows, or has reasonable cause to believe the district employee, contractor or agent engaged in sexual conduct. Nothing in this policy prevents the district from disclosing information required by law or providing the routine transmission of administrative and personnel files pursuant to law.

The initiation of a report in good faith about suspected sexual conduct may not adversely affect any terms or conditions of employment or the work environment of the person who initiated the report or who may have been subject to sexual conduct. If a student initiates a report of suspected sexual conduct by a district employee, contractor, agent or volunteer in good faith, the student will not be disciplined by the district or any district employee, contractor, agent or volunteer.

The district will provide to employees at the time of hire, or to a contractor, agent or volunteer at the time of beginning service for the district, the following:

1. A description of conduct that may constitute sexual conduct;

[⁶ Senate Bill 155 (2019) requires the district to designate a licensed administrator and an alternate licensed administrator for each school building.]

2. A description of the investigatory process and possible consequences if a report of suspected sexual conduct is substantiated; and
3. A description of the prohibitions imposed on district employees, contractors and agents when they attempt to obtain a new job, pursuant to ORS 339.378(2).

All district employees are subject to Board policy GCAB - Personal Electronic Devices and Social Media - Staff regarding appropriate electronic communications with students.

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

The superintendent shall develop administrative regulations to implement this policy and to comply with state law.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

[ORS 419B.005 - 419B.045](#)

Senate Bill 155 (2019)

[ORS 339.370 - 339.400](#)

Every Student Succeeds Act, 20 U.S.C. § 7926 (2018).

OSBA Model Sample Policy

NEW

Code: GBNAA/JHFF-AR

Revised/Reviewed:

Suspected Sexual Conduct Report Procedures and Form *

When the designee receives a report of suspected sexual conduct that may have been committed by a person licensed¹ through Teacher Standards and Practices Commission (TSPC), the designee shall notify TSPC as soon as possible. When the designee receives a report of suspected sexual conduct that may have been committed by a person who is not licensed through TSPC, the designee shall notify the Oregon Department of Education (ODE) as soon as possible.

The district posts in each school building the names and contact information of the employees^[2] in each school building designated to receive reports of suspected sexual conduct and the procedures the designee will follow upon receipt of the report.

If the superintendent is the alleged perpetrator the report shall be submitted to the [licensed administrator position title] who shall refer the report to the Board chair.

When the designee receives a report of suspected sexual conduct by a district employee, and there is reasonable cause to support the report, the district shall place the district employee on paid administrative leave³ and take necessary actions to ensure the student's safety. The employee shall remain on leave until TSPC or ODE determines that the report is substantiated and the district takes appropriate employment action against the employee, or cannot be substantiated or is not a report of sexual conduct and the district determines either: 1) an employment policy was violated and the district will take appropriate employment action against the employee; or 2) an employment policy has not be violated and an employment action against the employee is not required. The district will investigate all reports of suspected sexual conduct by persons who are licensed by the TSPC, unless otherwise requested by TSPC, and all reports of suspected sexual conduct by persons who are not licensed by TSPC, unless otherwise requested by ODE.

When the designee receives a report of suspected sexual conduct by a contractor^[4], an agent or a volunteer, the district [may] [shall] prohibit the contractor, agent or volunteer from providing services to the district. If the district determines there is reasonable cause to support a report of suspected sexual conduct, the district shall prohibit the contractor, agent or volunteer from providing services. The district may reinstate the contractor, agent or volunteer, and such reinstatement may not occur until such time as a report of suspected sexual conduct has been investigated and a determination has been made by TSPC or ODE that the report is unsubstantiated.

¹ "License" includes a license, registration or certificate issued by the Teacher Standards and Practices Commission.

[² Senate Bill 155 (2019) requires the district to designate a licensed administrator and an alternate licensed administrator for each school building.]

³ The district employee cannot be required to use any accrued leave during the imposed paid administrative leave.

[⁴ The district is encouraged to duplicate this language in the contract. If the contract is with a company and the person assigned to do the work is the alleged perpetrator, the district shall notify the company and request another company employee be assigned to complete the work.]

Upon request from ODE or TSPC the district will provide requested documents or materials to the extent allowed by state and federal law.

The name, address and other identifying information about the employee who made the report are confidential and are not accessible for public inspection.

An “investigation” means a detailed inquiry into the factual allegations of a report of suspected sexual conduct that is based on interviews with the person who initiated the report, the person who may have been subjected to sexual conduct, witnesses and the person who is the subject of the report, and results in a finding that the report is a substantiated report, cannot be substantiated, or is not a report of sexual conduct. If the subject of the report is a district employee represented by a contract or a collective bargaining agreement, the investigation must meet any negotiated standards of such employment contract or agreement.

Nothing prevents the district from conducting its own investigation, unless another agency requests to lead the investigation or requests the district to suspend the investigation, or taking an employment action based on information available to the district before an investigation conducted by another agency is completed. The district will cooperate with agencies assigned to conduct such investigations.

A “substantiated report” means a report of sexual conduct that TSPC or ODE determines is founded.

If, following the investigation, the district decides to take an employment action, the district will inform the district employee of the employment action to be taken and provide information about the appropriate appeal process.

If the district is notified that the employee decided not to appeal the employment action or if the determination of an appeal sustained the employment action, the district shall create a record of the findings of the substantiated report and the employment action taken by the district will be placed in the records on the school employee maintained by the district. Such records created are confidential and not public records as defined in Oregon Revised Statute (ORS) 192.311, however the district may use the record as a basis for providing information required to be disclosed about a district employee under ORS 339.378(1). The district will notify the employee that information about substantiated reports may be disclosed to a potential employer.

Training

The district shall provide training each school year to district employees on the following:

1. Prevention and identification of sexual conduct;
2. Obligations of district employees under ORS 339.388 and 419B.005 - 419B.050 and under adopted board policies to report suspected sexual conduct; and
3. Appropriate electronic communications with students.

The district shall make available each school year the training described above to contractors, agents, volunteers and to parents and legal guardians of students attending district-operated schools, and will be made available separately from the training provided to district employees.

The district shall provide to contractors, agents and volunteers each school year information on the following:

1. Prevention and identification of sexual conduct;
2. Obligations of district employees under adopted board policies to report suspected sexual conduct;
and
3. Appropriate electronic communications with students.

The district shall make available each school year training that is designed to prevent sexual conduct to students attending district-operated schools.

[Name of School District]

SUSPECTED SEXUAL CONDUCT REPORT FORM

Name of person making report: _____

Position of person making report: _____

Name of person suspected of sexual conduct: _____

Date and place of incident or incidents: _____

Description of suspected sexual conduct: _____

Name of witnesses (if any): _____

Evidence of suspected sexual conduct, e.g., letters, photos, etc. (attach evidence if possible): _____

Any other information: _____

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

Signature: _____ Date: _____

[Name of School District]

WITNESS DISCLOSURE FORM

Name of witness: _____

Position of witness: _____

Date of testimony/interview: _____

Description of instance witnessed: _____

Any other information: _____

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

Signature: _____ Date: _____

Agenda Item 9

Financial Report

BOARD MEMORANDUM



To: The Honorable Chair and Members
Lebanon Community School District Board of Directors

From: William H. Lewis III, Business Director

Date: January 02, 2020

Meeting Date: January 09, 2020

Re: Financial Report

Financial Report

The 2019-2020 Financial Board Report included in this packet reflects all revenues and expenditures for 2015-2018, and the budgeted YTD expenditures, plus encumbered amounts for 2019-2020 as of 01/02/20. The current 2018-19 ending fund balance estimate is \$2,126,655. We have been working on finalizing the 2018-19 audit/financial statements, and the 2019 General Obligation Refunding Bonds. The district's financial statements were turned into ODE on December 30 and the closing for the GO refunding bonds was on December 26. We will have a presentation regarding School Construction Excise Tax options in February.

Attachment

2019-2020 General Fund Summary Report

	15/16 Actual	16/17 Actual	17/18 Actual	18/19 Budget	19/20 Budget	1-02-20 YTD & Enc	1-02-20 Balance
General Fund - Revenue							
SSF Formula	36,036,233	37,131,855	40,190,370	39,633,000	42,592,940	30,707,363	11,885,577
SSF Adjustment	(254,069)	390,697	280,233	-	-	-	-
Interest	91,245	156,492	267,981	100,000	300,000	91,532	208,468
Third Party Billing	45,178	102,447	72,379	80,000	-	-	-
TMR	149,514	208,252	210,894	175,000	150,000	-	150,000
JROTC	66,034	73,726	69,777	65,000	65,000	36,023	28,977
Other	297,128	299,398	360,539	420,000	490,000	53,276	436,724
Interfund Transfer	60,000	60,000	82,657	70,000	850,000	-	850,000
BFB	3,932,387	3,024,733	3,310,041	5,075,000	2,280,000	2,126,655	153,345
Total	40,423,650	41,447,600	44,844,870	45,618,000	46,727,940	33,014,849	13,713,091
	=====	=====	=====	=====	=====	=====	=====
General Fund - Expenses							
Salaries	17,884,343	18,826,313	19,506,444	21,146,522	21,896,193	7,962,472	13,933,721
Benefits	10,645,144	10,952,659	12,144,929	13,883,105	14,481,355	5,245,746	9,235,609
Purchased Services	5,027,111	4,332,849	4,321,151	4,804,971	5,356,244	2,342,780	3,013,464
Supplies	1,380,753	1,337,164	1,742,328	1,670,267	1,566,513	559,589	1,006,924
Capital Outlay	20,047	65,034	195,888	54,500	54,500	37,918	16,582
Other Objects	286,294	442,882	335,817	437,635	438,135	329,891	108,244
Transfers	2,155,225	2,180,656	1,335,000	2,621,000	1,185,000	-	1,185,000
Contingency	-	-	-	1,000,000	1,750,000	-	1,750,000
Total	37,398,917	38,137,559	39,581,557	45,618,000	46,727,940	16,478,396	30,249,544
	=====	=====	=====	=====	=====	=====	=====

2019-2020 General Fund Expenditure Report

Obj	Description	15/16 Actual	16/17 Actual	17/18 Actual	18/19 Project	19/20 Budget	1-02-20 YTD	1-02-20 Encumb	1-02-20 Balance
111	Certified salaries	9,311,147	10,161,648	10,831,007	12,299,845	12,665,056	4,155,158	7,952,883	557,015
112	Classified salaries	4,164,521	4,545,055	4,757,666	5,617,686	6,227,931	2,242,738	3,510,229	474,964
113	Administrative salaries	1,464,907	1,648,330	1,614,127	1,782,092	1,873,807	941,477	940,645	(8,315)
114	Managerial - classified	94,714	178,755	187,797	249,120	154,577	121,124	140,527	(107,074)
116	Retirement stipends	76,123	51,134	35,621	19,904	91,904	27,824	51,824	12,256
119	Confidential salaries	125,785	84,504	131,698	159,789	162,808	131,772	142,092	(111,056)
121	Certified subs	373,350	432,293	446,157	43,660	2,000	0	0	2,000
122	Classified subs	148,818	155,004	150,074	42,523	1,500	39,028	0	(37,528)
123	Temp certified	62,030	73,949	133,971	162,287	82,264	250	0	82,014
124	Temp classified	982	-	-	23,111	8,000	49,619	0	(41,619)
127	Student helpers salaries	11,768	7,895	6,544	4,413	21,000	7,264	0	13,736
131	Extra Duty Classified	-	-	-	50,768	-	25	0	(25)
132	Compensation time	23,861	25,767	37,764	77,738	52,300	33,583	0	18,717
133	Extra duty Licensed	254,381	324,897	286,017	350,933	279,579	149,763	10,069	119,747
134	Classified extra hrs	142,975	185,048	192,566	200,393	208,000	0	0	208,000
135	Vacation Payoff	4,377	6,938	12,246	14,017	29,817	81	0	29,736
136	Mentor teacher pay	990	609	-	-	-	0	0	-
137	Personal Leave Payout	75	-	-	-	-	150	0	(150)
138	Department Head Extra Duty	2,159	1,613	1,556	788	6,000	3,000	3,000	-
142	Taxable Meal Reimbursement	436	903	1,503	2,073	-	763	0	(763)
143	Cell Phone Stipend	-	-	-	-	-	540	540	(1,080)
145	Travel Stipend	-	-	-	-	-	5,700	5,700	(11,400)
150	Club Advisor	-	-	-	34,950	29,650	52,613	55,260	(78,223)
	Total Salaries	16,263,399	17,884,343	18,826,313	21,136,091	21,896,193	7,962,472	12,812,769	1,120,952
210	PERS	3,976,407	4,187,401	4,442,519	5,780,868	7,398,130	2,567,724	4,137,623	692,783
220	Social Security	1,207,537	1,328,140	1,385,595	1,550,125	1,655,388	581,035	927,492	146,861
231	Worker's Comp	136,822	173,370	196,943	238,867	293,025	75,290	102,929	114,806
241	Employee Ins - Admin	177,948	212,862	208,912	239,427	215,642	126,692	128,479	(39,529)
242	Employee Ins - Certified	2,307,416	2,328,554	2,370,817	2,831,052	2,449,421	890,331	1,727,691	(168,601)
243	Employee Ins - Classified	1,874,827	2,137,321	2,102,847	2,408,513	2,327,520	875,994	1,472,711	(21,185)
244	Employee Ins - Other	20,700	7,731	27,124	36,487	33,429	29,058	32,424	(28,053)
245	Employee Ins - Retired	276,090	228,774	195,821	122,925	83,600	31,889	0	51,711
247	TSA	42,912	40,991	22,082	24,336	25,200	22,800	22,800	(20,400)
248	Staff Tuition Reimbursement	-	-	-	-	-	44,933	0	(44,933)
	Total Benefits	10,020,660	10,645,144	10,952,659	13,232,600	14,481,355	5,245,746	8,552,149	683,460
311	Instructional Services	152,856	157,581	110,051	121,558	103,800	19,445	0	84,355
312	Instr Prog Improve Service	43,468	36,748	39,424	33,042	53,000	22,196	0	30,804
319	Other Instr-Prof-Tech SVCS	21,870	9,745	23,110	11,205	20,000	0	0	20,000
322	Repairs & Maintenance	163,270	168,482	173,295	254,579	190,300	108,183	4,801	77,316

2019-2020 General Fund Expenditure Report

323	Radio Service	-	7,767	38,310	12,455	11,100	1,260	930	8,910
324	Rentals	135,308	104,777	102,560	121,067	129,400	23,734	924	104,742
325	Electricity	467,896	473,758	466,093	453,206	502,620	189,803	245,627	67,190
326	Fuel	177,759	187,899	223,740	181,534	223,135	31,881	85,334	105,920
327	Water & Sewer	139,255	121,239	150,725	138,029	153,520	80,011	0	73,509
328	Garbage	86,324	96,811	95,095	112,864	102,400	34,852	0	67,548
329	Other Property Services	13,001	19,246	34,726	10,550	20,000	105	0	19,895
331	Reimb. Student Transportation	6,950	-	1,589	(64,563)	10,200	13,700	0	(3,500)
340	Travel	114,592	140,225	178,985	149,454	164,930	20,601	402	143,927
343	Travel - Student - Out of Dist.	-	-	2,916	1,140	5,300	0	0	5,300
346	Meals/Transportation	104	48	99	153	200	0	0	200
348	Staff Tuition	49,577	44,768	71,830	92,746	47,000	17,358	0	29,642
351	Telephone	82,642	70,529	39,486	44,987	73,165	20,789	20,320	32,056
353	Postage	23,607	21,909	14,712	24,224	26,074	8,167	382	17,525
354	Advertising	4,416	3,551	1,087	2,761	4,300	425	0	3,875
355	Printing & Binding	68,861	48,223	51,996	13,712	29,400	5,548	0	23,852
360	Charter School Payments	2,064,403	1,961,788	1,866,943	2,159,564	2,195,000	1,335,570	0	859,430
371	Tuitions Payments to Other Dist.	40,570	29,701	29,536	-	-	0	0	-
373	Tuition Pay Private School	-	-	-	-	5,000	0	0	5,000
374	Other Tuition	605,954	625,503	162,192	240,090	92,500	0	0	92,500
381	Audit Services	27,650	25,150	27,700	29,150	30,000	7,500	0	22,500
382	Legal Services	2,028	5,288	11,261	33,971	35,000	9,997	0	25,003
384	Negotiation Services	5,934	13,784	8,590	-	10,000	0	0	10,000
386	Data Processing SVCS	59,787	76,794	75,380	65,278	89,600	17,994	0	71,606
388	Election Services	4,565	-	1,573	4,623	5,000	0	0	5,000
389	Other Non_instr Pro/Tech	515,889	539,114	292,488	451,897	363,700	134,690	8,746	220,264
391	Physical Exams - Drivers	2,380	3,168	4,193	4,072	4,400	2,045	2,405	(50)
392	Drug Tests Drivers	1,110	635	1,255	1,670	3,000	745	1,255	1,000
393	Child Care Services	22,000	22,000	22,000	-	15,000	0	0	15,000
394	Sub calling service	5,559	7,489	6,464	14,113	15,000	8,730	0	6,270
396	Criminal History checks	2,546	2,928	3,179	4,066	3,200	2,120	0	1,080
398	Fingerprinting	639	462	266	38	1,000	1,475	0	(475)
399	Classified subs	-	-	-	499,109	425,000	142,513	0	282,487
	Total Purchased Services	5,112,768	5,027,111	4,332,849	5,448,375	5,356,244	2,342,780	371,126	2,642,338
406	Gas Oil & Lubricants	152,805	103,868	115,426	190,500	190,500	60,827	105,812	23,861
410	Supplies & Materials	457,671	419,096	486,014	452,860	648,024	207,035	5,631	435,358
413	Vehicle repair parts	50,201	48,980	44,746	27,649	52,800	21,977	25,002	5,821
414	Transportation operations	5,674	6,060	8,776	30,655	15,000	17,280	4,912	(7,192)
420	Textbooks	240,685	131,379	83,687	68,642	24,700	3,035	1,230	20,435
430	Library Books	9,934	8,588	5,880	5,914	15,694	994	0	14,700
440	Periodicals	6,012	1,937	5,354	6,511	6,000	9,173	0	(3,173)
460	Equipment under 5K	125,632	212,514	184,119	162,389	178,842	73,405	0	105,437

2019-2020 General Fund Expenditure Report

470	Computer software	173,513	195,888	181,289	184,472	264,360	123,375	0	140,985
480	Computer hardware	255,516	252,444	221,873	146,797	170,593	42,488	1,040	127,065
	Total Supplies & Materials	1,477,643	1,380,753	1,337,164	1,276,389	1,566,513	559,589	143,627	863,297
540	Equipment	6,779	20,047	65,034	39,805	54,500	3,500	0	51,000
520	Buildings Acquisition	-	-	-	-	-	5,496	0	(5,496)
542	Replace of Equip over 5K	-	-	-	-	-	18,799	0	(18,799)
550	Depreciable Technology	-	-	-	7,579	-	10,000	0	(10,000)
564	Bus Replacement	-	-	-	258	-	123	0	(123)
	Total Capital Outlay	6,779	20,047	65,034	47,641	54,500	37,918	0	16,582
621	Regular Interest	-	-	-	-	500	0	0	500
640	Dues & Fees	92,488	67,655	178,632	101,706	171,847	65,279	2,779	103,789
650	Insurance & Judgments	216,456	218,639	230,250	245,279	265,588	262,015	0	3,573
655	Judgments & Settlements	-	-	-	-	-	2,500	0	(2,500)
670	Taxes & Licenses	49	-	-	-	200	97	0	103
	Total Other Objects	308,993	286,294	442,882	346,985	438,135	329,891	2,779	105,465
707	Transfer - Vocational House Fund	-	-	-	40,000	-	0	0	-
710	Transfer - Technology	175,000	200,000	225,000	100,000	-	0	0	-
711	Transfer - Classroom Furniture	50,000	50,000	25,000	50,000	-	0	0	-
712	Transfer - Textbook Adoption	350,000	350,000	300,000	400,000	400,000	0	0	400,000
713	Transfer - Capital Improvement	225,000	250,000	250,000	400,000	-	0	0	-
714	Transfer - Track and Turf Fund	110,000	110,000	10,000	85,000	10,000	0	0	10,000
715	Transfer - Athletic Fund	365,000	365,000	405,000	446,000	450,000	0	0	450,000
716	Transfer - Bus Replacement	250,000	250,000	250,000	300,000	150,000	0	0	150,000
717	Transfer - Unemploy Ins	25,000	15,000	25,000	25,000	25,000	0	0	25,000
718	PERS Reserve	150,000	500,000	500,000	525,000	-	0	0	-
719	Transfer - Food Service	50,000	65,225	90,656	100,000	100,000	0	0	100,000
730	Transfer - Debt Service	-	-	100,000	150,000	50,000	0	0	50,000
731	Transfer - Academic Achievemer	10,000	-	-	-	-	0	0	-
	Total Transfers	1,760,000	2,155,225	2,180,656	2,621,000	1,185,000	0	0	1,185,000
810	Reserve/Contingency	-	-	-	-	1,750,000	0	0	1,750,000
	Grand Total	34,950,241	37,398,917	38,137,559	44,109,082	46,727,940	16,478,396	21,882,450	8,367,094

2019-2020 General Fund Revenue Report

		15/16	16/17	17/18	18/19	19/20	1-02-20	1-02-20
		Actual	Actual	Actual	Project	Budget	YTD	Balance
	SSF Formula							
1112,	Taxes	8,533,160	9,048,901	10,057,517	10,136,079	10,633,240	9,646,055	987,185
4801,4899	Federal Forest Fees	205,708	23,160	142,770	179,478	130,000	11,028	118,972
3103	Common School	492,013	502,314	410,848	437,082	405,245	-	405,245
2101	County School	-				-	209,250	(209,250)
3104	State Timber	181,382	137,286	167,068	167,048	160,000	-	160,000
3101/3199	School Support Fund	26,623,971	27,420,195	29,412,167	29,101,930	31,264,455	20,841,030	10,423,425
	Adjustments to SSF Payments							-
	Adj for Prior Year payments	(330,463)	261,223	250,598	(755,646)			-
	Adj for HC Disability Grant	76,394	129,474	29,635	439,748	-	-	-
	Total SSF Formula	35,782,164	37,522,552	40,470,603	39,705,718	42,592,940	30,707,363	11,885,577
								-
1510	Interest on Investments	91,245	156,492	267,981	322,591	300,000	91,532	208,468
								-
4200	Third Party billing	45,178	102,447	72,379	72,372	-	-	-
								-
2210	TMR	149,514	208,252	210,894	180,556	150,000	-	150,000
								-
4300	JROTC reimbursement	66,034	73,726	69,777	35,236	65,000	36,023	28,977
								-
	Other							-
1910	Rental Fees	10,474	9,114	7,731	3,626	10,000	1,206	8,794
1980	Fees Charged to Grants	800	-	-	-	100,000	-	100,000
1312, 1960, 1990,								
5300	Miscellaneous	202,944	213,437	284,801	358,144	300,000	49,835	250,165
1411, 1993	Transportation Fees	-				-	2,235	(2,235)
1994	E-Rate reimbursement	82,910	76,847	68,007	-	80,000	-	80,000
								-
5200	Interfund Transfer - Athletics	60,000	60,000	82,657	8,029	850,000	-	850,000
								-
5400	Beginning Fund Balance	3,932,387	3,024,733	3,310,041	5,263,314	2,280,000	2,126,655	153,345
								-
	Total	40,423,650	41,447,600	44,844,870	45,949,586	46,727,940	33,014,849	13,713,091
		=====	=====	=====	=====	=====	=====	=====