

**LEBANON COMMUNITY SCHOOL DISTRICT
SCHOOL BOARD MEETING
May 9, 2019, 6:00 PM**

Santiam Travel Station

750 S. Third Street, Lebanon, OR 97355

MEETING MINUTES

The following individuals were present:

Tom Oliver, Chair
Nick Brooks, Vice Chair
Richard Borden, Member
Tammy Schilling, Member

Bo Yates, Interim Superintendent
Jennifer Meckley, Director of Human Resources
and Community Relations
Kim Grousbeck, Director of Classified and
Employee Relations

Mike Martin, Member, was absent

The meeting minutes were recorded by Interim Executive Secretary Ruth Hopkins.

1. WELCOME AND CALL TO ORDER

Chair Tom Oliver called the meeting to order at 6:00 PM.

2. AUDIENCE COMMENTS

Audience member Bonita Randklev addressed the board and introduced herself as the new president of the LEA. She indicated that she had a question on agenda item number seven, regarding the appropriation transfer.

Chair Oliver congratulated Randklev on her new position and said that Will Lewis would address that item when it came up on the agenda.

3. OPHELIA'S PLACE

Verna Wise Matthews presented the Powerpoint presentation for Ophelia's Place. She went over their mission statement and services that they offer in schools.

(Board Member Nick Brooks joined the meeting at 6:05 PM.)

Verna Wise Matthews shared about their impact on school climate, commitment to success and budget. Ophelia's Place is a nonprofit organization that is funded through fundraisers and grants. She shared what they would need to reach more students, which is strong school partners, community partners, interns and financial contributions.

Her co-presenter, Celeste Yager-Kandle, then shared what she did specifically in our school district, which is schedule and deliver the classroom presentations, facilitate girl empowerment groups and to be a resource for schools in whatever way they need. They work with schools to

help promote a more positive and safe school culture. She has provided services to Cascades and Lacombe Schools, as well as met with Hamilton Creek and Seven Oak to discuss what services they could provide. She is wanting to raise awareness of their services in the schools. Jennifer Meckley suggested they attend the Back to School events that will be hosted by the Welcome Center in August.

4. BOYS AND GIRLS CLUB – UPDATE ON 21ST CENTURY LEARNING CENTER

Kris Latimer provided a handout of her presentation on the Boys and Girls Club 21st Century Learning Center. She discussed the grant that they received last June that is funded federally through the Every Student Succeeds Act. It is a five-year grant that requires they work with the school district and community partners. The goals that they are focusing on are successful transitions between elementary, junior high and high school; increased academic performance; decreased behavior and absenteeism issues; increased family participation and support; and increased health and wellness. They currently have Warrior Excellence Centers that serves students at Pioneer, the Teen Center, Seven Oak and the high school.

She also shared information on the no-cost preschool that is housed at Pioneer School, which they are hoping to expand.

They have a CTE program that connects students and instructors with local industry, including mini job fairs and panels. They work to connect students with representatives in their career field of interest, showing them what career paths are available to them.

She also reviewed information on T3, which is Training Teens for Tomorrow and the Warrior Power Camp.

There were no questions.

5. ALTERNATIVE EDUCATION PROGRAM UPDATE

Rachel Cannon shared the alternative education update. District wide, the RTI paperwork has been aligned in the K-12 grades. For the 2019-20 school year, there will be behavior professional development offered for the certified and classified staff. This year there has been a lot of trauma training for district-wide professional development. Next year it will be taken further and the training will be through a trauma focused lens for working with behavior in the schools. She surveyed the staff, asking what training they would like more of, and the areas of interest for behavior professional development were managing student defiance, effective approaches for students who exhibit oppositional defiance disorder, how to manage destructive students and de-escalation strategies.

For summer school, all of our elementary schools will be hosting a summer school, as well as Seven Oak and the high school. There are currently over 200 students enrolled in the elementary programs. This program is paid out of Title funds. There are currently 20 employees who will staff the elementary program this summer.

For the Social Emotional Learning program, we have added more STEAM activities for the student. There have been 14 guitars that were donated and it has been a good enrichment for them to bring into the classroom. They have also been working on a ROV kit (remote operation vehicle) that has been teaching them soft skills like confidence and not giving up.

For tutoring, there has been a big need for mental health and they have been able to send staff for mental health first aid training, which has been helpful. They have added to the tutoring schedule that every student that is in tutoring is receiving social skills lessons with Robin Hermans at the district office.

T3 work opportunities have been good for the students. The alternative education programs has also added gardening with Paul Abbott and the students have responded really well to that as an addition to curriculum.

There has been a name change for the Teen Center. It has been changed to the Ralston Academy. It will be housed at the district office for the 2019-20 school year. The team has come up with a crest for the academy. The focus has been to move from online to direct instruction, as well as getting them ready for after high school with a focus on mentoring and internships and developing a post-graduation plan.

6. SUPERINTENDENT CONTRACT

The superintendent's proposed contract was presented for approval. Schilling asked why the 360 evaluation goal setting was dropped. Oliver said the intent was not to clutter up the contract, but was intended to be part of the goals moving forward.

There was a lengthy discussion around the wording in the contract regarding goals and performance.

Schilling said her understanding of the hierarchy was the board sets the goals and the superintendent meets them. She would have the wording changed in the contract to show clearer lines in the hierarchy. She felt the board should retain its authority and not give it away regarding the goals and she would borrow the wording from prior contracts.

There was more discussion around the language in the contract and the interpretation thereof.

It was agreed that the sentence in Section 10, subsection A, which states, "The parties will agree on the goals which the superintendent will be evaluated" be stricken from the contract. The last sentence should be changed to read, "The superintendent may provide input to the board, and the board shall reasonably consider said input."

Yates shared that he is more concerned about the process than the goals. He agreed to the new wording in the contract.

There was discussion about the current goals and priorities that were part of the continuous improvement plan. Yates indicated that we have already done a continuous improvement plan and that it had been submitted to the state. He felt that we needed to be aligned in everything that we are doing in the district.

Schilling also shared that the indemnification clause in Section 21 was a run-on sentence that she could not decipher. She asked that it be reworked. That was all she had.

Oliver asked if we wanted to approve the contract subject to the changes in Section 10 and the revision of Section 21 to read more clearly. Several board members said they were good with the contract with the amended changes.

Upon a motion made by Richard Borden, duly seconded by Nick Brooks, the motion passed unanimously to approve the superintendent's contract as amended, effective July 1, 2019.

7. RESOLUTION 1918-3 APPROPRIATION TRANSFER

William Lewis discussed the resolution to move money from the general fund into the athletic fund. It was a recommendation from the athletic director.

Borden asked for some clarification.

Yates shared that the funds were moved to cover work that was completed by athletic teams that included tutoring and the removal of old bleachers, which saved the district money.

Brooks asked if we would do this every time going forward. Lewis stated that he felt it was state law that required them to do this because we are crossing funds, so the district is required by resolution to do this.

There was a brief discussion about having something built into the budget in the future to handle this type of transfer so that it would not require a resolution.

Upon motion made by Nick Brooks, duly seconded by Richard Borden, the motion passed unanimously to approve Resolution 1819-3 as presented.

Finance Update:

William Lewis then proceeded to share the finance department update. He stated the first budget meeting will be on May 16, 2019 at the high school at 6:00 pm. The district is basing their budget on the governor's budget. He shared what the different budgets are and that he is watching that closely. Many of the new revenue pieces that are being discussed is not a blank check to the district. There are strings attached associated with student achievement.

He said that for the 2018-19 school year, we are rolling along. There are four pay periods left and he feels we will finish the fiscal year as expected.

8. CONSENT AGENDA

A. April 11, 2019 Meeting Minutes

The April 11, 2019 meeting minutes were presented for approval.

Upon motion made by Richard Borden, duly seconded by Nick Brooks, the motion passed unanimously to approve the April 11, 2019 meeting minutes as presented.

B. Hiring

Upon motion made by Richard Borden, duly seconded by Nick Brooks, the motion passed unanimously to approve hiring Jennifer Meckley for the position of assistant superintendent as of July 1, 2019.

C. First reading of policies

Meckley shared that the proposed OSBA changes to the policies were minimal changes just to clarify changes in law. She said the drone policy was a required change and the other ones were cleaning up language in the policies.

Upon motion made by Richard Borden, duly seconded by Nick Brooks, the First Reading on policies BBAA, ECACB, GBEB, GBH/JECAC, GCBDC/BDBDC and JECAC/GBH were unanimously approved and will proceed to Second Reading for final approval and adoption at the June 13, 2019 meeting.

10. DEPARTMENT REPORTS

A. Operations

Yates shared that the technology department has been working with the city for professional development to integrate our camera system with the City of Lebanon. Transportation is getting geared up for summer transportation for kids going to summer school. The facilities evaluation report is done and we are waiting to set up a meeting with the vendor.

Oliver asked if it would be ready for the June or July board meeting, and Yates said July.

Yates said food services is getting geared up for summer meals to feed students this summer.

B. Human Resources

Meckley shared that we were in hiring season, but that we are not hiring as many as we normally do. She has been able to fill the business position at the high school since Lily Edwards is retiring. May 28th is the retirement dessert. The classified job fair has been postponed until July or August, once we know what the budget will be and how many positions we will need to fill.

11. COMMUNICATION

A. Board

There was no communication shared from the board.

B. Superintendent

Yates shared the STAR performance tracking report that is included in the board packet. He shared what they were looking into to determine program effectiveness and that the data showed we were outperforming other districts. When you look at the SGP, we need to be above 50 percent. He said that anything in the 60s is exceptional. This is the same kind of metrics we were looking at and bringing to the board for growth data.

There was a discussion held around individual school growth and how data is broke down further.

Yates shared that the early release professional development was a part of this, and that they are working to see where improvements need to be made.

Yates indicated the last thing was that he was hoping to take the board and show them the brick house and the work that was done for the expansion. The building construction house was almost done as well and he would like to show them that. Oliver suggested that the board could do that before the June meeting.

13. AUDIENCE COMMENTS

Audience Member Tonya Everest from the ESD address the board and introduced herself as the superintendent of the ESD.

14. ADJOURNMENT

There being no further business before the board, the meeting adjourned at 8:08 PM.



Tom Oliver, Board Chair



Bo Yates, Interim Superintendent

Boys & Girls Clubs of the Greater Santiam + Lebanon Community Schools = Support to Help Local Students Achieve!

- 5 Year Grant: \$499k/year first three years, \$374k/year last two years.
- Funding is contingent on federal support and grant performance.
- LCS is providing – physical space, technical support, faculty support / referrals, transportation. MOU is in place for data sharing.
- District, community, and BGCGS will work together to find sustainability.
- On-going input is essential – district, parents, students, community.

GS 21 CCLC Goals

- Successful Transitions between elementary, junior high, and high school
- Increased academic performance
- Decreased behavior and absenteeism issues
- Increased family participation and support
- Increased health and wellness

This schedule is typical for Warrior Excellence Center at Pioneer School. Elementary and high school sites do not include Fridays. BGCGS is supplementing the CCLC budget from its general fund to support Friday programs for 7th and 8th graders.

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1:00-1:30					
1:30					
3:00	Transition Time & Snack	Transition Time & Snack		Transition Time & Snack	Transition Time & Snack
3:30	Academic Support	Academic Support		Academic Support	Academic Support
4:00					
4:30					
5:00	Various Enrichment	Various Enrichment		Various Enrichment	Various Enrichment
6:00					

Greater Santiam Warrior Excellence Centers

Warrior Excellence Center @ Pioneer School

- 35 5th and 6th graders currently registered
- Accepting 5th and 6th grade students from all schools.

Warrior Excellence Center @ Teen Center

- 90 registered students
- 33 attending regularly
- Accepting 6th-8th graders

Warrior Excellence AM @ 7 Oak

- 20 attending regularly
- Included in 90 referenced above

Warrior Excellence Center @ LHS

- Accepting 9th grade students
- 17 registered

Goal is to register and serve 280 students a year in Lebanon.



RANDOM FACTS:

- Students count as “served” if they attend 30 days.
- Students who do not attend a minimum of 80% are moved to bottom of wait list and replaced with next student on list.
- Students must be registered by parent/guardian.
- Teachers and aids are paid at curriculum rate as contractors to BGGGS.

CCLC SUMMER PROGRAMMING:

5th – 8th Grade: CCLC staff will be embedded in LCS summer school programs for incoming 5th – 8th grade students, providing support and enrichment. Afternoon programming is being offered to summer school students at the BGGGS at no cost. (District is providing transportation!!!)

Incoming 9th Grade Students: CCLC staff will be delivering Warrior Power Camp (attached).

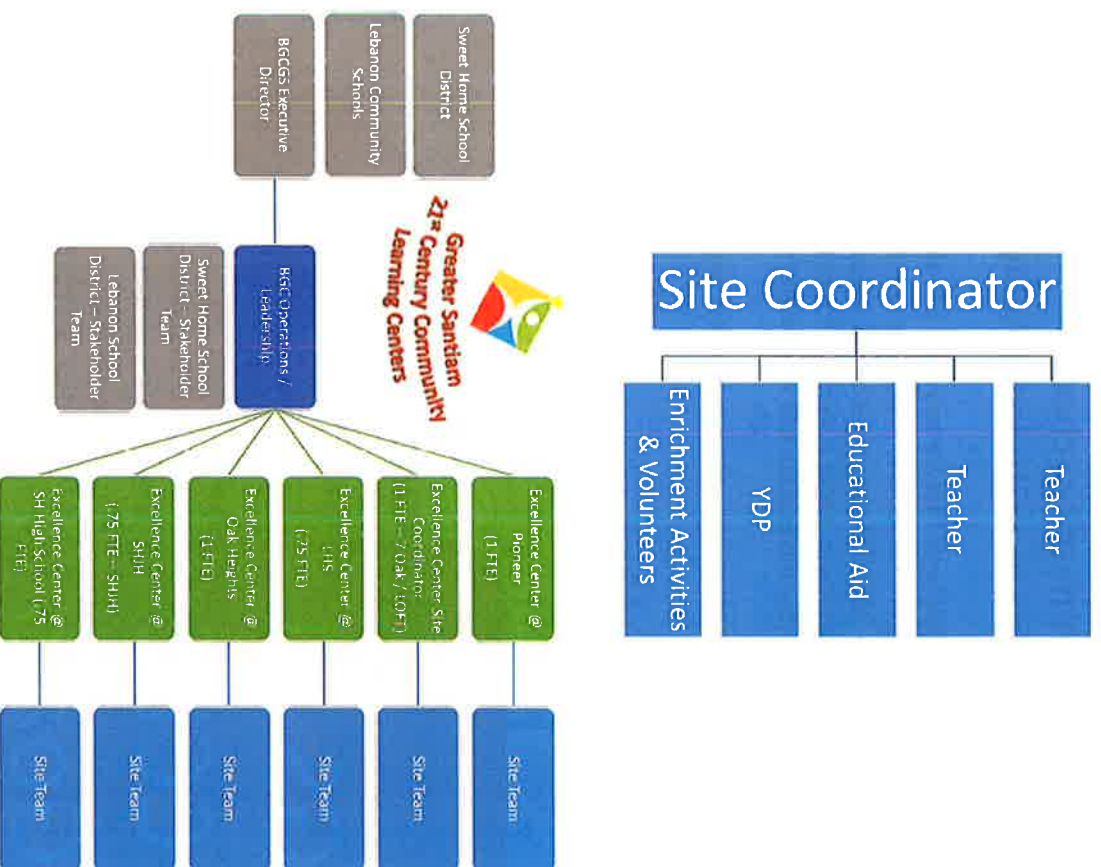
ADDITIONAL PROGRAMS / PARTNERSHIPS:

Pioneer School Pre-School – Year 3. Free for 4-5 year olds from low income households, two days/week, 3 hours/day, 25 children enrolled.

CTE – Providing support to connect students and instructors with local industry, including mini-job fairs/panels. To-date 12 local business leaders have shared information about careers in: Culinary, Entrepreneurial, Welding, Manufacturing, Utilities, Timber Management. On May 15 – the last panel of the year will include representatives from Udell Engineering, Selmet, Entek, LBCC (drafting), CPI (IT Networks & Security), Weyerhaeuser Santiam, and Canaga Point S. Also related, we will be planning the 3rd Annual Classroom to Career Expo for next September.

Training Teens for Tomorrow (T3) – currently we have seven Options / Alt Ed students engaged in our T3 program (attached).

OPTIMAL SITE STRUCTURE:



TRAINING TEENS FOR TOMORROW 2019:



A phased approach to job readiness and career exploration, helping teens define a clear path for their future with skills, tools and resources they need to get there.

Week 1	Session 1 (April 2) Beginning Your Journey - Career Readiness Orientation, Goals Setting	Session 2 (April 4) Communication Skills, Exploring Careers, Know Yourself 1 – Positive Identity
Week 2	Session 3 (April 9) Know Yourself 2 – Occupation Interests, Work Values, Short Term Goal Setting	Session 4 (April 11) Know Yourself 3 – Highlighting Your Strengths/Creating an Elevator Speech, Exploring Careers – Individual & Transferable Skills
Week 3	Session 5 (April 16) Exploring Careers – Industry Speakers	Session 6 (April 18) Career Search, Strategies for Success – Motivation & Initiative
Week 4	Session 7 (April 23) Strategies for Success 2 – Workplace Safety, Technology Etiquette in the Workplace	Session 8 (April 25) Strategies for Success 3 – Payroll & Paychecks, Time Management, Positive Working Relationships
Week 5	Session 9 (April 30) Obtaining & Retaining Work – Job Search, Applications & Inquiries, Resume Food Handlers Permit (1/2 of group)	Session 10 (May 2) Obtaining & Retaining Work – Job Search, Applications & Inquiries, Resume Food Handlers Permit (Other 1/2 of group)
Week 6	Session 11 (May 7) Obtaining & Retaining Work 2 – Job Interviews, Cover and Thank You Letters	Session 12 (May 9) First Aid Certificate
Week 7	Session 13 (May 14) CPR Certificate	Session 14 (May 16) Personal Finances, Long-Term Goal Setting
Week 8	Session 15 (May 21) Child Abuse & Neglect On Line Training Certificate Health & Safety On Line Training Certificate	Session 16 (May 23) Personal Communication, Style, Resources (Session 15 / 16 will likely repeat so ½ will work through certifications at a time)
Week 9	Session 17 (May 28) First Aid Certificate	Session 18 (May 30) Community Project
Week 10	Session 19 (June 4) Summer Work Crew Applications & Celebration	

Incentive Pay Points for Students:

Students who meet the expectations of the program AND complete ALL workshops through Session 10 will receive an incentive payment of \$75.

Students who meet the expectations of Section 1, AND complete ALL workshops through session 19 will receive an incentive payment of \$75.

Students who meet the expectations of both Section 1 and 2, AND have zero unexcused absences will receive an additional \$50 incentive.

Expectations:

We operate our T3 program with a respectful agreement that requires the following:

- Attend all sessions. If you will be absent notify the director in advance. Do not be late. Anyone arriving more than 10 minutes late, without an excuse will not be allowed to join the session and it will count as an unexcused absence.
- Engage and participate.
- Be respectful.
- Be appropriate – no foul language/swearing.
- Be respectful of the space and others around you. Clean up after yourself, assist others.
- Have a positive attitude at all times.
- Additional expectations will be established as a team and incorporated into the agreement.

Workshops are guided by **Empower Your Future** curriculum developed by the Commonwealth Corporation for the Massachusetts Career Development Benchmarks. **Empower Your Future** essentially looks at five domains: **Beginning Your Journey, Know Yourself, Exploring Careers, Strategies for Success** and **What's Next**. Students will create and maintain personal portfolios and have an opportunity to earn several work associated certifications.

For additional information contact Kris Latimer, Executive Director – Boys & Girls Clubs of the Greater Santiam, 541.258.7105 or kris@bgcgreatersantiam.org

WARRIOR POWER CAMP



WHEN—THREE TWO WEEK SESSIONS:
June 17—27, July 8—18, July 22—August 1
Mon-Thur, 8:30—11:30

May Attend Multiple Sessions | Morning Snack and

WHERE
Lebanon High School

FEATURING • First Annual Locker Challenge • Accessing Clubs and Sports • Student Leadership Opportunities • Study Like a Warrior • Juggling • Scavenger Hunt • Meet Freshmen Teachers and Administrators • Warrior Lunch Options, AND FUN!

SELECT YOUR WEEK AND REGISTER @
[HTTPS://TINYURL.COM/WARRIORCAMP](https://tinyurl.com/warriorcamp)

**FOR 19 / 20
FRESHMEN**

**CREATIVE
EXCITING
HIGH ENERGY**

Get a head start on your freshmen year.

Walk through the door with insider secrets!

**FREE FREE FREE
REGISTER IN
ADVANCE**

**INCENTIVES FOR
ATTENDANCE**

Dutch Bros Cards
Warrior Spirit Wear
Gift Cards
Day 8 Party for Perfect Attendance

PRESENTED BY

Lebanon High School,
Lebanon Community
Schools, and BGC 21st
Century Community
Learning Centers

EMPLOYMENT CONTRACT
BETWEEN
BO YATES
AND THE
GOVERNING BOARD OF THE
LEBANON COMMUNITY SCHOOL DISTRICT #9
OF LINN COUNTY, OREGON

THIS AGREEMENT is made and entered into this ____ day of May, 2019, by and between the Lebanon Community School District #9 hereinafter referred to as the "District," and Bo Yates, hereinafter referred to as "Superintendent."

WITNESSETH

WHEREAS, Superintendent is desirous of serving as the chief executive officer of the District and to perform all duties required by that office; and

WHEREAS, the District is desirous of securing a Superintendent of Schools to supervise and direct the schools and the educational program of the District under the general supervision of the District's School Board; and

WHEREAS, the District and Superintendent believe that a written Employment Contract is necessary to specifically describe their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the District hereby employs Bo Yates as the Superintendent of Schools in and for said District, and Superintendent hereby accepts such employment upon the terms and conditions as set forth below.

SECTION 1. TERM

This Agreement shall be for a period of three (3) years commencing on July 1, 2019 and ending on June 30, 2022. This contract is only for the time specified above and it shall not be otherwise extended or renewed by any "automatic" provision.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the District or Superintendent to terminate this Agreement at any time subject only to the provisions herein relating to termination.

The Superintendent works exclusively for the Board, and any consultative work or any outside employment is subject to the Board's prior written approval.

SECTION 2. DISCHARGE FOR CAUSE

The District may terminate this employment contract at any time upon good and just cause. For the purposes of this section, cause is deemed conduct that is seriously prejudicial to and which substantially affects the fundamental mission of the District, including, but not limited to: neglect of duty, breach of contract, immorality, insubordination, conviction of a crime involving moral turpitude, inadequate performance, failure to comply with such reasonable requirements as the Board may prescribe to show normal improvement, failure to show evidence of professional training and growth, and failure to maintain in good standing a valid and appropriate license to act as a Superintendent of Schools as required by the State of Oregon.

Notice of the District's consideration of discharge for cause shall be given in writing. Such notice shall include a statement of the reasons constituting cause and shall be given not less than ten (10) days prior to the date that Superintendent shall be entitled to appear before the Board as hereinafter provided. Superintendent shall be entitled to appear before the Board to discuss such causes. Superintendent may choose to be accompanied by legal counsel at such meeting at Superintendent's sole cost and expense. Such meeting may be conducted in executive session as provided by Oregon law. Superintendent shall be provided a written decision describing the results of the meeting. The Superintendent will be paid out all unused medical and or vacation time accrued upon resignation or termination.

SECTION 4. RESIGNATION OF SUPERINTENDENT

Superintendent may resign as Superintendent upon ninety (90) days' written notice to the School Board Chairperson.

SECTION 5. SALARY

For the 2019-2020 school year, the District shall pay Superintendent an annual salary of \$140,000.00 payable in twelve (12) equal monthly payments. This annual salary amount will be reduced to reflect any future furlough days taken by administrators.

For each additional school year, the District shall pay Superintendent an annual salary not less than the preceding year, together with such percentage increase as provided by the District for other District administrators. This salary rate may only be reduced by mutual agreement of the Superintendent and the Board. The District will pay on behalf of Superintendent the employee's contribution to the Oregon Public Employees Retirement System.

SECTION 6. DUTIES

As chief executive office of the District, Superintendent shall perform the duties of District Superintendent as prescribed by the laws of the State of Oregon. In addition to the powers and duties as provided by law, Superintendent shall have the additional powers and duties set forth in the position description of Superintendent, which is attached and incorporated in this contract. Superintendent shall be entitled to:

- a. Present Superintendent's recommendation to the Board on any subject under consideration by the Board prior to action being taken on the subject by the Board;
- b. Attend each meeting of the Board, except any meeting in Executive Session called for the purpose of evaluating Superintendent's performance; and
- c. Serve as an ex-officio member of each committee established by the Board. This is an agreement for the performance of professional services as superintendent by the Superintendent, who shall not be assigned to any other position.

SECTION 7. PROFESSIONAL GROWTH OF SUPERINTENDENT

The District encourages the continuing professional growth of Superintendent through Superintendent's participation in:

- a. Seminars and courses offered by public or private educational institutions to be reimbursed up to an amount agreed upon between the Board and Superintendent;
- b. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform Superintendent's professional responsibilities for the District; and
- c. The Superintendent's travel to and from participation in national conferences at District expense during each year of this contract as may be agreed between Superintendent and the School Board Chairperson. The District and Superintendent recognize and anticipate that this participation will include the AASA and SSS conferences.

SECTION 8. SUPERINTENDENT'S LICENSE

Superintendent shall maintain throughout the life of this Agreement a valid and appropriate license to act as the Superintendent of Schools as required by the State of Oregon. The breach of this requirement will immediately terminate this Agreement without recourse.

SECTION 10. EVALUATION

- a. Purpose of Evaluation. The Board will evaluate the Superintendent's performance for the purposes of improving District leadership, maintaining open and effective communication between the Board and the Superintendent and enhancing relations between the Board and the Superintendent. The evaluations shall be made in reference to the Superintendent's position description and reflect measurable goals aligned with district goals and priorities as determined by the board. ~~The parties will agree on the~~

~~goals which the superintendent will be evaluated.~~ The superintendent may provide input to the board, and the board shall reasonably consider said input.

- b. Procedure for Evaluations. The Board shall meet in Executive Session and evaluate and assess in writing the performance of the Superintendent in accordance with the schedule set forth below. The Superintendent shall be entitled to meet with the Board to review the evaluation before it is completed and to provide any information that he deems pertinent.
- c. Schedule for Evaluations. It is intended that the schedule for formal annual evaluation of the Superintendent shall be completed by March 1, 2020, *and, thereafter, not later than* March 15th of each remaining year under this contract. After the March 1, 2020 evaluation, the Board will decide upon renewal or extension of the Superintendent's contract and, thereafter, inform the Superintendent of that decision.

SECTION 11. CONTRACT DAYS

Superintendent shall be required to render 260 days of full and regular service to the District during each year of this Agreement, except that he shall be entitled to twenty-five (25) days of vacation in addition to any other paid holidays normally observed by the District, and excepting to the various forms of leave days provided elsewhere in this Agreement. The Superintendent may accumulate 15 vacation days from one contract year into the next contract year. Any vacation days in excess of forty (40) shall be forfeited if not used by August 31st of the following contract year. The Superintendent may cash out (15) days of vacation per fiscal year, in June at the current year's rate of pay.

SECTION 12. FRINGE BENEFITS

Superintendent shall be entitled to participate in all fringe benefits provided other administrative employees of the District. The superintendent shall receive \$2000.00 per month to be placed in a supplemental retirement account of his choosing. The superintendent is responsible for all tax consequences of the supplemental retirement account. The superintendent will be provided a \$500.00 monthly travel stipend

The Superintendent shall be allowed to defer such other portions of his salary into a tax-sheltered annuity plan of the Superintendent's choice in an amount authorized by law. The Superintendent shall be responsible for any payroll costs associated with this tax-sheltered annuity.

SECTION 13. DISABILITY OF SUPERINTENDENT

Notwithstanding anything in this Agreement to the contrary, the District is hereby given the option to terminate this Agreement in the event that Superintendent shall become permanently disabled and eligible for long-term disability benefits provided under Section 12 [if applicable] during the term of this Agreement or any extension thereof. Permanent disability is a

disability which incapacitates Superintendent from performing Superintendent's duties under this Agreement on a regular and continuing basis for a period of 90 days. Such option shall be exercised by the District giving ten (10) days written notice to Superintendent by registered mail and addressed to Superintendent at the District office or at such other address as Superintendent shall furnish in writing to the District.

In no event shall the long-term disability amount paid to Superintendent exceed the full pay of Superintendent including the employer PERS contribution and insurance benefits.

SECTION 14. SICK LEAVE

The Superintendent will be credited with all previous sick leave and vacation accumulated while employed with LCSD.

SECTION 15. PHYSICAL EXAMINATION

In light of the unique nature of the professional duties of the Superintendent of Schools, the District shall, at its expense, provide a complete medical examination of the Superintendent not less than once every two (2) years and no more often than once each year. Any report of the medical examination shall be given directly and exclusively by the examining physician to the Superintendent. The District shall be advised in writing by the physician of the continued physical fitness of the Superintendent to perform his duties, and such report shall be confidential.

SECTION 16. HEALTH BENEFITS

The District shall provide Superintendent and his family with a health insurance plan selected by Superintendent that is consistent with the health insurance plans provided to other district administrators. In the event the Superintendent is covered under a spouses' medical plan, he will be provided fifty percent of the amount of the district health care contribution to be placed in a Health Savings Account.

SECTION 17. EXPENSES

The District shall reimburse Superintendent for all actual and necessary expenses incurred by Superintendent within the scope of Superintendent's employment and within amounts budgeted for such purposes.

SECTION 18. MEMBERSHIP DUES

The District shall pay the cost of Superintendent's annual membership dues in the following organizations:

- a. Professional organizations such as AASA, NSBA, SSS (Suburban School Superintendents), the NSPRA (National School Association of Public Relations), COSA and OASE; and

- b. Such other dues as may be agreed upon by the parties.

SECTION 19. EXTENSION OF AGREEMENT

As described above, this Agreement is for a term of three (3) years. This Agreement may not be extended beyond a term of three (3) years. This Agreement will automatically expire at the end of its stated term. However, the Board may elect to issue a subsequent or a new contract for up to an additional three (3) years at any time. Normally, the decision about such matters will be made after completion of the annual evaluation of the Superintendent in the spring of each contract year.

SECTION 20. AMENDMENT OF AGREEMENT

Either party may request changes to this Agreement during the term of this Agreement. All amendments must be in writing and approved by both parties.

SECTION 21. PROFESSIONAL LIABILITY

The District agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the course and scope of his employment and excluding criminal litigation and as such liability coverage is within the authority of the Board to provide under state law. Except that, in no case, will individual board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

SECTION 22. ATTORNEY FEES

In the event of any suit or action hereon, the prevailing party in such suit or action shall be entitled to reasonable attorney fees to be fixed by the trial court, if any appeal is taken, from the decision of the trial court, such further sum as may be fixed by the appellate court as reasonable attorney fees in the appellate court, together with the prevailing party's costs and disbursements incurred therein.

SECTION 23. APPLICABLE LAW

This Agreement is to be construed under the laws of the State of Oregon. The venue for resolving all legal disputes under this agreement shall be in the Circuit Court of Linn County, Oregon.

IN WITNESS WHEREOF, the District, pursuant to the authority of its Board of Directors, by resolution duly and regularly adopted on _____, 20____, has caused two originals of this Agreement to be signed in the name of the District by the Chairperson of the School Board, and Superintendent has hereunto affixed his hand and seal the day and year first above mentioned.

DISTRICT:

LEBANON COMMUNITY SCHOOL DISTRICT
LINN COUNTY, OREGON

SUPERINTENDENT:

By: _____
Chairperson Tom Oliver

Superintendent Bo Yates

APPROVED AS TO FORM

Paul A. Dakopolos, Attorney for District

