

LEBANON COMMUNITY SCHOOL DISTRICT
SCHOOL BOARD MEETING AGENDA
September 14, 2017, 6:00 PM
District Office – Board Room
485 S. 5th Street, Lebanon, Oregon 97355

A. WELCOME

1. Call to Order
2. Flag Salute

B. GOOD NEWS/COMMUNITY COMMUNICATIONS

1. Lebanon High School Presentation (Enclosure B-1) *-page 3*
2. High School Student Body Representative Jastyn Shilts
3. Classroom to Career Expo (Enclosure B-2) *-page 47*

C. AUDIENCE COMMENTS

This is a time for citizens to address the Board. The Chair will recognize speaker(s) at the designated time. All speakers should identify themselves and state their name before speaking. Speakers are asked to write their name, address, and phone number. Each speaker will be allowed 3 minutes.

D. GENERAL BUSINESS

1. **Action:** Approve LEA Contract 2017-2019 (Enclosure D-1) *-page 48*
2. **Policies** (Enclosures D-2) *-page 108*
 - a. **Information Only:** Revised Board Policy ARs
 - i. IGBC-AR: Title IA/Parental and Family Involvement *-page 117*
 - ii. KAB-AR: Parental Rights *-page 121*
 - iii. LBE-AR: Public Charter Schools *-page 124*
 - b. **Action:** Adopt Revised Board Policies on First Reading
 - i. EEA: Student Transportation Services *-page 144*
 - ii. GDA: Instructional Assistants – *new -page 147*
 - iii. IGBC: Special Education – Personnel *-page 149*
 - iv. IGBAK: Special Education – Public Availability of State Application *-page 150*
 - v. IGBC: Title IA/Parental and Family Involvement *-page 151*
 - vi. IGBHE: Expanded Options Program *-page 152*
 - vii. IGBI: English Language Learner Education *-page 159*
 - viii. IGCA – Post Graduate Scholar Program *-page 160*
 - ix. JECF: Interdistrict Transfer of Resident Students *-page 163*
 - x. JFC: Student Conduct *-page 165*
 - xi. JHC: Student Health Services and Requirements *-page 167*
 - xii. KAB: Parental Rights *-page 169*
 - xiii. KI: Public Solicitation in District Facilities *-page 171*
 - xiv. LBE: Public Charter Schools *-page 173*
 - xv. EBBB: Injury/Illness Reports *-page 176*
 - xvi. EFA: Local Wellness Program *-page 177*
 - xvii. GBI: Gifts and Solicitations *-page 182*
 - xviii. GCPB/GDPB: Resignation of Staff *-page 184*
 - xix. IKF: Graduation Requirements *-page 185*
 - xx. JEA: Compulsory Attendance *-page 188*
3. **Action:** Approve Superintendent Goal (Enclosure D-3) *-page 190*
4. **Discussion:** Meeting Location
5. **Discussion:** Board Goals/2020 Vision
6. **Discussion:** CET Ad Hoc Committee

E. DEPARTMENT REPORTS

1. Finance
 - a. **Report** (Enclosure E-1) *-page 191*
2. Operations
3. Human Resources

F. COMMUNICATION

1. Board
2. Superintendent

G. CONSENT AGENDA

1. **Action:** Approve August 10, 2017 Board Minutes (Enclosure G-1) *–page 198*
2. **Action:** Approve Hiring
 - a. Alaina Meek – Special Education Teacher, Seven Oak Middle School
 - b. Benjamin Shearon – Social Studies Teacher, Seven Oak Middle School
 - c. Patrick McGovern – 7th Grade Teacher, Lacombe School (Temporary to 12/29/2017)
 - d. Elizabeth Liska – 2nd Grade Teacher, Pioneer School (Temporary to 11/27/2017)
 - e. Lindsay Hehn – Language Arts Teacher, Seven Oak Middle School (Temporary 2017-2018 School Year)
 - f. Roxanna Dorn – Language Arts Teacher, Lebanon High School (Temporary to 1/29/2018)
 - g. Marla Gessford – Title 1 Teacher, Hamilton Creek School (0.25 FTE, Temporary 2017-2018 School Year)
 - h. Suzanne Wallace - Title 1 Teacher, Hamilton Creek School (0.25 FTE, Temporary 2017-2018 School Year)
 - i. Denise VandenBos – Science Teacher, Hamilton Creek School (Temporary 2017-2018 School Year)

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I. ADJOURN

The Lebanon Community School District Board of Directors welcomes you to our regular meeting. It is the Board's desire to hold an effective and efficient meeting to do the business of the District. In keeping with that objective 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 following quote is instructive to the Board and its visitors.

"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."

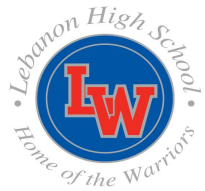
"Other statutes, rules, charters, ordinances, and bylaws outside the Public Meetings Law may require governing bodies to hear public testimony or comment on certain matters. But in the absence of such a requirement, a governing body may conduct a meeting without any public participation. Governing bodies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

FUTURE MEETINGS

October 12, 2017	District Office – Board Room
November 16, 2017	District Office – Board Room
December 14, 2017	District Office – Board Room

LHS Mission: In partnership with the community,

Providing Hope through Continuous Improvement



Instruction

AVID expansion at LHS

Outcomes -

Outcomes -

Outcomes

Outcomes - Senior data

AVID students outperformed their control group

Outcomes - Senior data

AVID is closing the achievement gap, especially evident for

Outcomes - Senior data

AVID schoolwide

AVID schoolwide

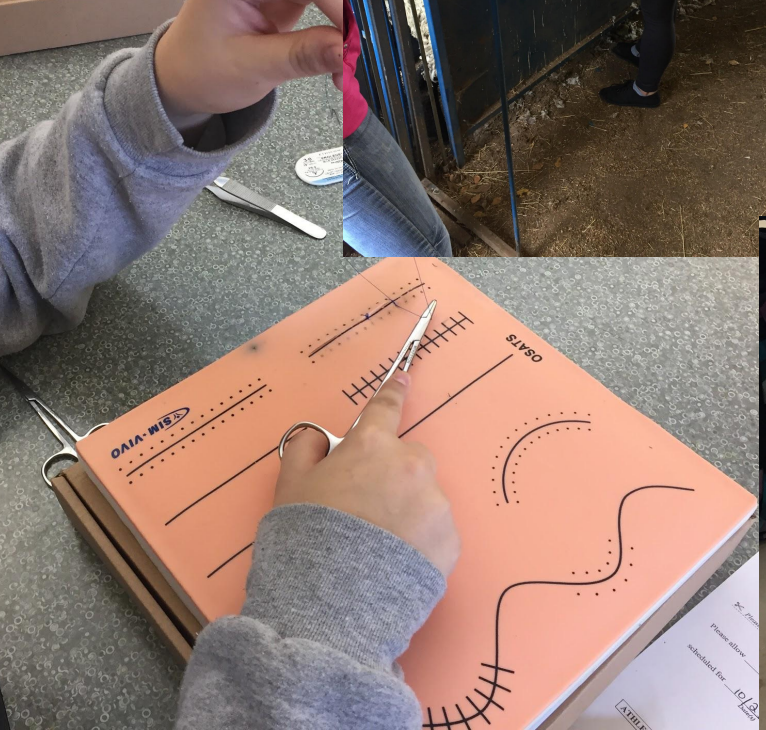
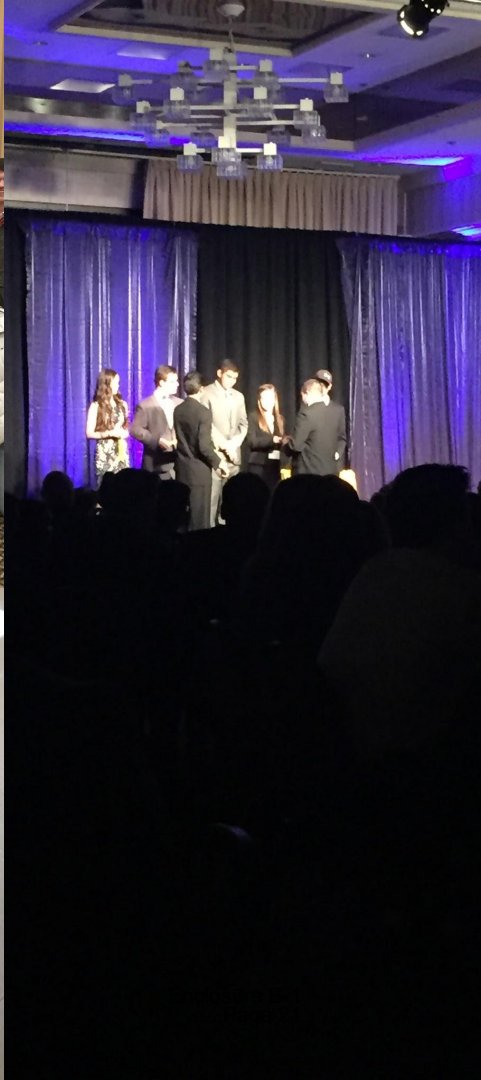
AVID schoolwide summary

- AVID is fully implemented across all grades and systems have been

Your **AVID** team at LHS

Attendance & Grad Coaches

goals & actions steps



LHS Mission: In partnership with the community,

Empowering students and teachers

1st senior class

Background

Take away

Essential question:
compare academically against their peer group?

Essential question:
compare academically against their peer group?

Essential question:
compare academically against their peer group?

Essential question:
compare academically against their peer group?

**Essential question:
compare against their peer group behaviorally?**

**Essential question:
compare against their peer group behaviorally?**

Essential question: opportunity gap for underserved students?

Essential question: opportunity gap for underserved students?

Take away

Your AVID team at LHS

What is an “Employability Score”

History

- This work began and was guided by the “Workforce Development Task Force” over the last 4 years of discussion/evaluation/revision. School staff worked directly with community business leaders to determine the needs of our local employers.
 - The employers overwhelming response included:
 - **Provide employees that show up to work**
 - **Provide employees that show up to work on time**
 - **Provide employees that work well with supervisors and fellow employees**
- A common belief amongst many of our largest employers in the region was that if they could get young employees that they could count on to show up, they could help provide the skills training needed for most positions in their business.

Soft Skills”: (30% of Employability Score)

One time per semester, teachers will use a scoring rubric to give all students an individual score (5 to 1) on two different standards. (*Common Core Standard #9*)

- a. How well does the student participate cooperatively, productively, and respectfully in work teams to identify and solve problems.
- b. How well does the student plan, organize, and complete assigned tasks accurately and on time.

All of these individual scores would be combined – for example 7 teachers with two scores for each student – there would be 14 scores that are averaged together to create a “Soft Skills” score.

Attendance: (40% of Employability Score)

<u>Attendance</u> (168 school days in 2015-16)		Includes absences other than school related events	
<u>Individual Rate</u>	<u>Score</u>	<u>How many days in school year?</u>	<u>Average/Month</u>
97% - 100%	= 5	(Missing up to 5 days in a school year)	.5 day / month
93% - 96.99%	= 4	(Missing up to 12 days in a school year)	1.2 days / month
90% - 92.99%	= 3	(Missing up to 17 days in a school year)	1.7 days / month
85% - 89.99%	= 2	(Missing up to 25 days in a school year)	2.5 days / month
84.99 and below	= 1	(Missing 26 or more days in a school year)	Over 2.6 / month

Timeliness: (20% of Employability Score)

<u>Timeliness</u>			
0 – 4 Tardies/semester	= 5	(.6%)	9 – 12 Tardies = 3 (2.0%)
5 – 8 Tardies	= 4	(1.3%)	13 – 16 Tardies = 2 (2.5%)
(90 days x 7 classes = 630 opportunities)			17 or more = 1 (2.7% or more)

Behavior: (10% of Employability Score)

<u>Negative behavior incidents</u>	<u>Score</u>
0 Incidents	=5
2 Incidents	=3
4 Incidents	=1

How do the scores get reported?

- Reported on a separate report (not on transcript) to students/parents only.
- Reported/recorded twice per year, at the end of each semester grading term.
- Reported in a separate report that *would be requested by employers* as part of the application process for their business.

"Soft Skills" Standards to be assessed for each student by each of his/her teachers

Standard 1: Student participates cooperatively and respectively in groups and collaborative tasks.

Standard 2: Student completes tasks on time and with accuracy.

What this score indicates to a potential employer

5	<p>Student characteristics of a 5:</p> <ul style="list-style-type: none"> Exemplary work with others in groups Very respectful of others Demonstrates leadership consistently Improves the classroom learning environment through his/her involvement. 	<p>Student characteristics of a 5:</p> <ul style="list-style-type: none"> Always completes tasks on time (1 or 2 late assignments per semester) Consistently high level of accuracy 0 missing assignments 	<p>This will be an exceptional employee that works well with others and someone that I can count on consistently to complete required tasks accurately and on time. This employee will require very little training to be effective. He/She could be a leader.</p>
4	<p>Student characteristics of a 4:</p> <ul style="list-style-type: none"> Works productively with others Respectful of others Contributing team member Demonstrates leadership periodically in class 	<p>Student characteristics of a 4:</p> <ul style="list-style-type: none"> Nearly always completes tasks on time (3 to 4 late assignments/semester) Consistently above average accuracy Up to 2 missing assignments 	<p>This could be a great employee that works well with others and will complete tasks on time with good accuracy. This employee would need only standard training and has potential as a future leader.</p>
3	<p>Student characteristics of a 3:</p> <ul style="list-style-type: none"> Works adequately in groups when requested Mostly respectful of others Does what is required of him/her and doesn't typically go beyond the teachers minimum requirements in class. 	<p>Student characteristics of a 3:</p> <ul style="list-style-type: none"> Completes tasks on time a majority of the time (5 to 6 late assignments/semester) Completed work accuracy is average or better. Up to 3 missing assignments 	<p>This could be an employee that will do as requested and complete tasks on time with acceptable accuracy. This employee may require additional training to become a team leader.</p>
2	<p>Student characteristics of a 2:</p> <ul style="list-style-type: none"> Works with others when required Occasionally has issues with respecting others Contributes occasionally but minimally to tasks 	<p>Student characteristics of a 2:</p> <ul style="list-style-type: none"> Has difficulty getting tasks completed on time (7 to 8 late assignments/semester) Completed work accuracy is sometimes below average 4 to 6 missing assignments 	<p>This could be an employee that can do what is requested but may have some difficulties with other employees as well as completing tasks accurately and on time. This employee could require additional training and supervision to be effective.</p>
1	<p>Student characteristics of a 1:</p> <ul style="list-style-type: none"> Has difficulty working with 	<p>Student characteristics of a 1:</p> <ul style="list-style-type: none"> Regularly has late work (9 	<p>This could be an employee that is</p>



LHS Mission: In partnership with the community, Lebanon High School will ensure all students are prepared for 21st century success in college and career.

Vision: Empowering students to maximize their potential

Challenge

Integrity

Accountability

Dear Parents,

Welcome to the 2017/2018 school year. We hope to make it the best year yet at LHS. Our goal is to empower students to maximize their potential and ensure that all our students are ready to be successful in the 21st century. We provide opportunities through continuous improvement at LHS for every student in our school to be prepared for their “next step” whether it be college, trade school, military, or joining the workforce. We believe that the preparation for any of these next steps involves doing your best, being present, and learning how to work with others. As a school, we work very hard as a team to help students develop habits of success so the transition into adult life will be seamless. With all of this said, we thought it might be helpful for you to have an update on LHS happenings.

AVID

As many of you know we are an AVID school. AVID stands for Advancement Via Individual Determination. AVID’s mission is to close the achievement gap by preparing all students for college/career readiness and success in a global society. We use AVID school wide practices to enhance a college/career readiness culture that has high expectations for all our students. School wide AVID is driven by the WICOR method, which stands for Writing, Inquiry, Collaboration, Organization and Reading. WICOR instructional strategies engage students and scaffold instruction to make challenging content accessible for all. AVID strategies are used in all classes.

Career Technical Education

It’s also important to note that we are growing our CTE (Career Technical Education). Over the last three years we have improved our offerings by:

- providing one and a half teachers for the welding program;
- remodeled the culinary arts facility as well as curriculum updates to create an industrial model;
- redesigned the business/marketing department to offer advanced coursework in sports and event marketing as well as the opportunity to obtain college credit for accounting and marketing courses;
- upgraded land lab facilities; and
- improved other existing programs.

This year we are increasing opportunities for students who want to participate in a small engines curriculum, robotics and computer programming, health occupations, construction will build a house, and additional land lab staff to allow more students to access the agriculture and horticulture program.

College Career Counseling

We have added two counselors to our team this year and have a school counselor for each cohort grade as well as a school social worker.

School Social worker: Patricia Martinez | patricia.martinez@lebanon.k12.or.us | ext. 1032

Class of 2021 Counselor: Gordon Hilberg | gordon.hilberg@lebanon.k12.or.us | ext. 1033

Class of 2020 Counselor: Jess Rist | jessica.rist@lebanon.k12.or.us | ext. 1010

Class of 2019 Counselor: Moria Golub | moria.golub@lebanon.k12.or.us | ext. 1035

Class of 2018 Counselor: Wendy Anderson | wendy.anderson@lebanon.k12.or.us | ext. 1031

Advisory Days

9/13, 9/27, 10/25, 11/8, 12/13, 1/10, 2/7, 2/21, 3/7, 4/11, 5/9

Resources for Suicide Concerns

The Counseling Department at LHS would like to take a moment to inform everyone that we acknowledge and are aware that suicide continues to be very present in our community and across the nation. A few weeks ago we were notified of individuals in our surrounding communities that ended their life over the summer. We also acknowledge that some students may still be having a hard time and continue to process Mr. Selby's death.

Suicide is very complicated to understand and there may be questions, thoughts, and concerns that remain. It is possible that today you may know of someone who has disclosed thoughts about suicide, and believe they may be thinking about suicide or you could be having thoughts about it. We would like to let you know there is support here at LHS and other agencies in our community. The counseling department, administrators, students, and teachers at LHS are available and willing to listen. Staff at the Boys and Girls Club AKA "The Vault", Pastor Jake from Lebanon First Baptist Church, the Lebanon Fire Department, and Officer Dominy, are safe people and spaces that are available for you.

At LHS we plan to continue to raise awareness of suicide, all staff members are here to listen and are here for you. If you have a friend you are worried about, or has disclosed thoughts of suicide, here are some ways to respond: Let them know suicide is not the only choice, tell them they are not alone, and you can say, "I am here for you." Encourage them to talk to someone safe at the school or community. If they are not ready to talk to someone you can notify an LHS staff member or connect with the safe people and spaces in our community. Keeping secrets about suicide is unsafe for everyone; you do not have to hold those secrets to yourself. We know suicide is a constant struggle, we care about you, we are here for you and we want you to know you do not have to struggle with it alone.

Linn County Services:

Samaritan General Hospital, Lebanon [541.258.2101](tel:541.258.2101)

LCMH Crisis Intake, Albany [541.967.3866](tel:541.967.3866) (before 4pm)

National Suicide Prevention Lifeline 1.800.273.TALK

Northwest Human Services Crisis Line [1.800.560.5535](tel:1.800.560.5535)

Online Support: Reachout.com

Line for Life Peer Trained Support: [877.968.8491](tel:877.968.8491)

Line for Life Teen2Teen Text: Texting teen2teen to 839863 4-10 pm

This year in addition to regular letter grades, LHS will be issuing an employability score. The employability score will be given to students and parents, to share with potential employers. It will not be included on the student's transcript.

What is an “Employability Score”

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1	<p>Student characteristics of a 1:</p> <ul style="list-style-type: none"> Has difficulty working with others Can become disrespectful to others in a group or in the classroom Rarely contributes positively to group tasks 	<p>Student characteristics of a 1:</p> <ul style="list-style-type: none"> Regularly has late work (9 or more late assignments) Completed work tends to be consistently below average in accuracy 7 or more missing assignments 	<p>This could be an employee that is challenging to work with and may create issues in the work place. All other factors considered, this employee would require supervision or be more suited for a position that did not require peer cooperation.</p>

Website: <http://high-school.lebanon.k12.or.us/>

Facebook: <https://www.facebook.com/pages/Lebanon-High-School-Oregon/107377739284926>

Sincerely,



Brad Shreve
Principal

LEBANON HIGH SCHOOL OPEN HOUSE

ADMINISTRATIVE TEAM

BRAD SHREVE
PRINCIPAL

TIM GEOGHEGAN
ASSOC. PRINCIPAL

CHRISSY SHANKS
ASSOC. PRINCIPAL

KRAIG HOENE
DEAN OF STUDENTS

**LEBANON HIGH
SCHOOL**

1700 S. 5th Street
Lebanon, OR 97355

541-451-8555



Home of the Warriors

SEPTEMBER 27, 2017

5:00 PM— 7:00 PM

Please come and meet the administrative team and
teaching staff of Lebanon High School.

- 5:00 - 5:20 General Meeting for all parents/
guardians, students and staff in
the auditorium
- 5:20 - 7:00 Classroom Visitations
Teachers will be presenting on:
 - * Course outlines, expectations, grading
 - * Classroom Management Plans
 - * Contact Times and Procedures / Website

ADDITIONALLY:

- Administrators will be available to answer questions after the
initial presentation to the entire group
- Counselors will be available in the Counseling Center
 - Gordon HilbergFreshmen
 - Jessica RistSophomores
 - Moria GolubJuniors
 - Wendy AndersonSeniors
 - Patricia Martinez.....Student Services

*Thank you for supporting the students
of Lebanon High School.*

EAST LINN COUNTY CLASSROOM TO CAREER EXPO

WHEN

September 29, 2017

8:30-10:30 - LHS Students *(sign up w/ Wendy Eilers - College & Career Center)*

2:15-3:00 - Simulator Time

**3:00 p.m.—6:00 p.m.
(public welcome)**

WHERE

**Santiam Travel Depot &
Railroad Reload**

Business/Industry participation details on reverse

**FEATURING • Hands-on Heavy Equipment Operation •
Conversations with Local Industry Representatives •
Displays and Experiences to Fuel Interest • Virtual
Reality Equipment Simulators**

WWW.BCGGREATERSANTIAM.ORG

Enclosure B-2

**OPEN TO MIDDLE
SCHOOL AND
HIGH SCHOOL
STUDENTS**

SPONSORS

STEEL:

**Weyerhaeuser Santiam
Pape'**

Albany Eastern Railroad

Rick Franklin Corporation

Les Schwab

Knife River

ENTEK

CONCRETE:

Udell Engineering

Rice Logging

ROCK:

Briese Custom Concrete

Canaga Point S

Lebanon Fire District

Servco

Cascade Timber Consulting

Linn Gear

Participating businesses:

**Samaritan Health Services,
Consumers Power, RAM
Trucking, Knife River, City of
Lebanon, Gerding Builders,
Lebanon Fire Department,
Lebanon Police Department,
LBCC, Selmet, JIMCO, OTI**

Lebanon School District
and
Lebanon Education Association

~~2015-2017~~ 2017-2020 ~~2017-2019~~

Agreement

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Tentative Agreement between LEA and Board
August 9, 2017

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE LEBANON EDUCATION ASSOCIATION
AND
LEBANON COMMUNITY SCHOOL DISTRICT NO. 9**

~~2015-2017~~ 2017—2020 ~~2017-2019~~

This Agreement entered into this first day of July, ~~2015~~ 2017 by and between the Lebanon Education Association, hereinafter called the Association, and School District No. 9, Lebanon, Linn County, Oregon, hereinafter called the District or the Board.

WITNESSETH

WHEREAS the parties have reached certain understandings, which they desire to confirm, the following contractual Articles are agreed upon and confirmed as of this date:

LEBANON EDUCATION ASSOCIATION: LEBANON COMMUNITY SCHOOL DISTRICT NO.9:

President, Lebanon Education Association

District No. 9 Board Chairman

Negotiating Team Member, Chairperson

Superintendent/Clerk

Date

Date

Article 1 – Status & Duration Agreement

- A. The Board recognizes the Association as the exclusive bargaining representative on wages, hours and conditions of employment for all regular full-time and regular part-time licensed teaching personnel, athletic trainers, interpreters and nurses in the appropriate bargaining unit, excluding temporary employees of less than forty-five (45) continuous contract working days and supervisory, substitute, and confidential employees. The forty-five (45) day eligibility requirement, however, is waived for current employees who take PERS retirement, then are rehired to complete the school year in which they retire.
- B. The purpose of this Article is to recognize the right of the bargaining agent to represent teachers in the bargaining unit in negotiations with the Board. Granting of recognition is not to be construed as obligating the Board in any way to continue any functions except as provided by the conditions of this contract.
- C. The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board through the negotiating agent or agents officially designated by the Board to act on its behalf. The terms of this paragraph shall not be subject to binding arbitration under the terms of the grievance procedure but instead will be subject to enforcement by the Oregon Employment Relations Board.
- D. The provisions of this Agreement take precedence over inconsistent provisions of individual teacher contracts.
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.
- F. An electronic copy of the contract will be posted in a clearly marked location on the district web page. Hard copies of the complete master contract shall be made available to any teacher who requests one. ~~The date for distribution shall be determined each year by mutual agreement.~~ The memorandum of new agreements will be available within fifteen (15) days after ratification by both parties.
- G. This Agreement shall be effective on July 1, ~~2015~~ **2017**, or upon ratification, whichever is later, and shall continue in effect until June 30, ~~2017~~ **2020- 2019**. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- H. ~~The 2015-2016 salary schedule and the extra duty salary schedule shall be retroactive to July 1, 2015. All other compensation in this Agreement will go into effect upon the date of ratification of this 2015-2017 Agreement.~~

Article 2 – Negotiation of Successor Agreement

A. Deadline Date

The parties agree to enter into collective bargaining over a successor agreement in January of the last year of the Agreement and to exchange initial proposals by February 1 of the last year of this Agreement, as long as the Association continues to be the recognized bargaining agent. **The date for exchange of initial proposals can be changed per mutual agreement of the Association and the District.** Any agreement so negotiated shall be reduced to writing after ratification by the parties.

B. Contract Awareness Meeting

Upon ratification of this Agreement by the parties, the Association and the District will conduct a joint training session to be held with all District administrators and Association leadership and faculty representatives to explain the Agreement.

Article 3 – Grievance Procedures

DEFINITIONS

- A. “Grievance” shall mean a complaint by an employee or group of employees or the Association that there has been to him/her (or them) a violation or inequitable application of any provision of the contract.
- B. “Grievant” is the person or persons who has (have) the grievance and is (are) presenting the complaint.
- C. The “party in interest” is either the person or persons or Association making the complaint or the person or persons against whom the complaint is made.
- ~~D. “Consultant” is the one who advises either party in interest.~~
- E. “Representative” is the one who may speak for and/or advise a party in interest.
- F. “Immediate supervisor” is the one who has direct administrative supervisory responsibilities over the grievant in the area of grievance.
- G. “Binding arbitration” is a decision by an arbitrator which requires compliance by both parties.
- H. “Days” - the term “days” when used in this Article shall, except where otherwise indicated, means the grievant’s working days. If a particular situation warrants expedited grievance processing, nothing in this grievance procedure precludes the parties from agreeing to shorten any or all deadlines.
- I. “Persons officially involved” mean the Superintendent, his/her representative and/or consultant, the grievant, his/her representative and/or consultant, and witnesses.
- J. “Association” - is the Lebanon Education Association. ~~any organization representing the licensed personnel which has been elected by a majority vote of the employees.~~

GENERAL PROCEDURES

- A. These procedures should be processed as rapidly as possible. The number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the procedure.
- B. All parties should attempt to complete the procedures by the end of the school year. The parties shall make a good faith effort to shorten the number of days provided at the various steps in order to finish by the end of the school year and avoid, if possible, carrying the process into the summer vacation period or the following school year.
- C. A grievant shall ~~All parties in interest~~ have a right to representation from Lebanon Education Association (LEA), Oregon Education Association (OEA) at each level of these grievance procedures.
- D. There shall be no restraint, interference, discrimination, or reprisal exerted on any employee choosing to use these procedures for the resolution of grievance.

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- E. Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specific time limits shall permit the grievant to proceed to the next level.
- F. In the course of investigating any grievance, representatives of either party of interest who need to contact an employee ~~or student~~ in school will contact the building supervisor of the building being visited and will state the purpose of the visit immediately upon arrival.
- G. Every effort will be made by all parties to avoid interruption of classroom and/or any other school-sponsored activities.
- H. Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.
- I. All parties in interest will process grievances at times which do not interfere with student contact.
- J. Each grievance shall have to be initiated within ten (10) days after the occurrence of the cause for the complaint; however, if the grievant did not become aware of the occurrence until a later date, then he/she must initiate action within the ten (10) days following his/her first knowledge of the cause. In failing to thus initiate action, he/she may be considered to have no reasonable grievance.
- K. Financial responsibility: Each party shall pay any and all costs incurred by said party. Arbitration costs of the third party shall be borne equally by both parties.

LEVELS OF GRIEVANCE

Level One – Supervisor

- A. Informal

The grievant will first discuss his/her grievance with his/her principal or immediate supervisor, either ~~individuals~~ **individually** or through the school grievance representative or accompanied by a ~~an~~ **Association**-representative, with the objective of resolving informally. The grievant shall state to the administrator that this is a Level One grievance discussion. The administrator shall have ten (10) days to render a written response.

Level Two – Superintendent

- A. Within ten (10) days of the supervisor's written response at the informal level, if the grievant is not satisfied with the disposition of his/her grievance, he/she may file a written grievance with the Superintendent. This complaint shall explain the grievance, set forth the contract clauses allegedly violated and state the specific remedy request.
- B. The Superintendent will conduct a hearing on the grievance. Written notice of the time and place of the hearing shall be given five (5) days prior thereto the grievant, his/her ~~Association~~-representative, or any other persons officially involved in the grievance.
- C. Attendance at the hearing of appeal shall be restricted to persons officially involved. **Parties of interest may elect to introduce exhibits at the hearing.** ~~Parties of interest may elect to call witnesses, who shall appear individually at the hearing.~~

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- D. Within five (5) days of hearing the appeal, the Superintendent or his/her representative shall communicate to the grievant and all other parties officially present at the hearing his/her written decision, which shall include supporting reasons.
- E. If the grievant is not satisfied with the decision of the Superintendent, he/she may file a written appeal with the Superintendent within ten (10) days from the receipt of the Superintendent's decision. The appeal shall state the grievant's reasons for appealing for the decision of the Superintendent to the Board.

Level Three – Board

- A. ~~At the next regularly scheduled Board meeting, the~~ The Board shall determine if a Board-level grievance hearing shall be held. If the Board decides not to hold a hearing, the Association may submit the grievance to Level – Four Arbitration. If the Board decides to hold a grievance hearing, then appeals to the Board shall be heard within thirty (30) calendar days of its receipt of the appeal.
- B. Written notice of the time and place of the hearing shall be given five (5) days prior thereto to the grievant, his/her Association representative, or any other persons officially involved in the grievance.
- C. Attendance at the hearing shall be restricted to person officially involved. The Board shall set the hearings process. **Hearings shall be in executive session except as required by law.**
- D. Within five (5) days of hearing the appeal, the Board shall communicate to the grievant its written decision, which shall include supporting reasons.
- E. If the grievant is not satisfied with the hearings decision of the Board, the Association may file a written appeal to arbitration within ten (10) days from the receipt of the Board's decision. The appeal shall state the grievant's reason for appealing the decision of the Board and request appeal to Level Four – Arbitration.

Level Four – Binding Arbitration

If the grievant is not satisfied with the District's decision, the Association may submit the grievance to arbitration under the following conditions:

- A. All steps provided for in the grievance procedure must first be exhausted by the grievant.
- B. Written notice of a request for arbitration must be filed with the Superintendent within ten (10) days of receipt of the answer from the last previous step of the grievance procedure.
- C. When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they Association shall within ten (10) school days of the appeal, request the Employment Relations Board to submit a list of seven (7) ~~five (5)~~ arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the seventh ~~fifth~~ remaining name shall act as arbitrator. The hearings shall be conducted according to the voluntary arbitration rules of the American Arbitration Association.

The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date of final statements and proofs on

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the issues submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The arbitrator shall have no power to substitute his/her discretion for that of the Board in any manner not specifically contracted away by the Board. The arbitrator shall have no power or authority to amend, alter, modify, add to, or subtract from this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties within the scope of the arbitrator's authority.

- A. The Board and the Association will share equally any joint costs of the arbitration procedure, such as the fee and expense of the arbitrator and the cost of the hearing room.

Article 4 – Rights of Professional Employees

A. Required Meetings or Hearings

1. If, in a meeting, an employee decides that a possible disciplinary or dismissal action may be a result, the employee may elect to have LEA, ~~or~~ OEA or personal attorney representation. If an employee chooses to have a representative, the meeting shall be discontinued and rescheduled within twenty-four (24) hours.
2. At a requested meeting in which disciplinary or dismissal action is actually to be taken, a twenty-four (24) hour notice will be given to the employee so he/she can have representation if he/she so desires.
3. In situations, which warrant immediate disciplinary action, advance notice will not be required.

B. Evaluation of Students

Teachers will have the freedom to determine student grades. Grades will not be changed without the consent of the teacher unless criteria for the grade is not consistent with building policy or is not consistent with Oregon Administrative Rules, state and/or federal law, including I.D.E.A. or Section 504.

C. Association Identification

No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

D. Just Cause

1. The Association recognizes the right of the Board to establish and enforce rules and regulations not in conflict with this Agreement and to discipline professional employees for violation of these rules and regulations. However, no employee will be disciplined without just cause and unless the generally accepted rights of due process are protected. Just cause and due process in this Agreement mean:
 - a. The employee is given forewarning or foreknowledge of the possible or probable disciplinary consequences of his/her conduct. Certain offenses, such as insubordination, coming to work intoxicated, drinking intoxicating beverages on the job, or theft of the property of the District or of fellow employees, are so serious that any employee may properly be expected to know already that such conduct is offensive and punishable.
 - b. There will be an investigation conducted fairly and objectively of the charges before any discipline is administered.
 - c. The District's rule was reasonably related to a) the orderly, efficient, and safe operation of the District's business; and b) the performance that the District might properly expect of the employee.

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- d. The District, before administering discipline to an employee, will make an effort to discover whether the employee did in fact violate or disobey a rule or order of the District.
 - e. The investigation will provide substantial evidence or proof that an employee is guilty as charged.
 - f. The penalty will be reasonably related to the seriousness of the offense and the record of the employee in his/her service with the District
 - g. The District has applied its rules, orders, and penalties evenhandedly and without discrimination to all employees.
- 2. Section D (1) shall not apply to the dismissal or non-extension of a contract teacher, it being the intent of the parties that dismissal or non-extension of a contract teacher shall be covered solely by the Accountability for Schools for the 21st Century Law.
 - 3. Section D (1) shall not apply to the dismissal of a probationary teacher or the nonrenewal of a probationary teacher's contract, it being the intent of the parties that solely the provisions of the Accountability shall govern dismissals and non-renewals of probationary teachers for Schools for the 21st Century Law.

E. Due Process for Extra-Duty Assignments

Extra-duty discipline and contract non-renewals shall be explicitly excluded from the provisions of Section E, Just Cause, above. Extra-duty discipline and contract non-renewals, instead, shall be subject to due process. For this purpose, due process is defined as:

- 1. Notice of the reasons for the discipline or nonrenewal.
- 2. A meeting with the supervisor prior to final action being taken on the discipline or nonrenewal.
- 3. The right of representation for the employee during all of this process.

F. Personal Life

The personal life of an employee will not be a concern of the District unless it adversely affects his/her fitness for or performance of his/her duties or his/her role as an employee in the District. In such instances, an employee shall be advised of the reasons why the District believes his/her personal life is affecting his/her role as an employee and the possibility of disciplinary action if such conduct continues.

Article 5 – Teacher Work Year

- A. A calendar committee comprised of no more than four members **of the Association and no more** than four District representatives will meet by February 15th to begin reviewing the proposed calendar for the following school year. The calendar committee shall submit at least one calendar proposal to the Board for review by March 15th. The Board reserves the right to establish the District and school calendar(s).

The calendar committee shall revisit the concept of one early dismissal per week during each annual calendar committee cycle.

- B. **2017-18 School Year:** The work year shall be one hundred and ninety- one (191) bargaining unit member contract days except as provided in this agreement (see Section E, below). The work year shall include up to **a minimum of five (5) four (4) staff development/parent conference** days.

2018-19 School Year and subsequent years: The work year shall be one hundred and ninety- one (191) bargaining unit member contract days except as provided in this agreement (see Section E, below). The work year shall include ~~up to a minimum of five (5) four (4) staff development/parent conference~~ days and up to ~~173~~ **172** student contact days.

- C. During the August in-service week, the District shall provide one (1) day of uninterrupted classroom preparation on the last day of in-service and an additional seven (7) hours of uninterrupted classroom preparation, in minimum blocks of three and a half (3.5) hours. The District shall also provide two (2) days between semesters at the secondary level and two (2) at the elementary level, and three (3) other days of uninterrupted classroom preparation except in cases where emergency situations arise or upon mutual agreement with the building teaching staff. There will be three (3) parent-teacher conference days at the secondary level and three (3) parent-teacher conference days at the elementary level.
- D. District paid holidays will include: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, Martin Luther King Jr. Day, President's Day, and Memorial Day.
- E. Bargaining unit members who work under extended contracts will be compensated according to each individual's contracted pay rate for any days, or portion of a day, the District requires them to work in excess of the agreed-upon contract year (as per Section B above).
- F. Notwithstanding Section E, above, **extra duty work that does not involve teaching students, such as** curriculum development work, as authorized by the District outside the normal workday or work year, shall be compensated at twenty-five (\$25) dollars per hour.

~~Each course revision or development must be pre-approved by the Superintendent or designee who will determine the level of compensation for the prescribed work.~~

~~Each employee performing pre-approved curriculum development work as described above will be issued a written statement approving and specifying the quantity and quality of work to be done and stating the level of compensation. The Superintendent or designee and the employee will sign the written statement.~~

~~Once the specified work is completed and approved by the District, the stipend will be paid in full.~~

- G. Notwithstanding any of the provisions of this Agreement, the District chooses to close its schools, shorten the school year, reduce the number of teacher workdays and proportionately reduce teacher salary the

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District will bargain the impact with the Association. The District and the Association shall utilize the provisions of ORS 243.698.

Article 6 – Teaching Hours and Teaching Load

A. Work Schedule

It is recognized that bargaining unit members work more than eight (8) hours per day and more than forty (40) hours per week for the purpose of fulfilling their professional responsibility.

1. Licensed staff will be present to perform assigned duties as determined by the site/program administrator. The site-based administration will identify common attendance times. Changes in meeting times will require one (1) week notice except in cases of emergency. Exception: The common attendance time for a single secondary professional development day and for a single elementary professional development day within an academic year will be 7:45 a.m.–3:45 p.m., should those district professional development days be included in the academic year calendar.
2. Licensed staff will be reasonably available to meet with others as necessary, and will communicate with parents, students and other staff about their particular times of availability to discuss educational issues, student performance and other matters.
3. Licensed staff may be required to work beyond the regular eight (8) hour work day at evening events up to three (3) times per year. **Parent conferences in the fall will count as an evening event. The parent conference day in the spring will be an eight-hour work day that ends no later than 7pm and will not count as an evening event.** Nothing in this Article prohibits teachers from volunteering.
 - a. Evening events will conclude at least 11 hours prior to the next licensed staff reporting time. These evening events are in addition to any evening events associated with a bargaining unit member's extra duty contract.
4. The employee's normal workweek shall consist of 40 hours inclusive of a daily minimum of 30 minutes duty free lunch. Teacher work time will be established by district administration according to individual school times and schedules. If a teacher needs to leave the building during the common attendance times, the employee will notify office staff or administration so that their whereabouts will be noted in case of emergency. **The expectation is that the time off campus will not interfere with any of the teacher's professional responsibilities including supervision of students.**
5. On a preparation or grading day, the employee will work in the building for eight (8) hours per day. The employee will notify administration if he/she is working outside of the school's building hours.
6. ~~It is not the intent of this Article to reduce or extend the eight (8) hour workday on a regular basis.~~

B. Teaching Load

1. Bargaining unit members shall not be required to exceed six (6) hours of instruction per day. If the District wishes to implement a schedule in a building or program that will alter six (6) hours per day of instruction, the District will bargain the proposed schedule changes with the Association.
2. Elementary teachers shall not be required to teach continuously for more than two and one-half (2-1/2) hours.

3. The parties agree to teaching schedules that meet at least the minimum instructional hours required by State Board of Education administrative rules.
4. Service on building or District committees is voluntary. However, this does not apply to staffing or IEP meetings.

C. Preparation Time

1. All full-time teachers shall receive a minimum of two hundred forty (240) minutes of uninterrupted preparation time per normal work week which includes a minimum of thirty (30) minutes per day. Preparation time will be assigned in blocks of time of no less than thirty (30) minutes each day. Ninety (90) minutes of the allocated 240 minutes of weekly preparation time to take place within the student contact day in all elementary schools, including the secondary school levels where members teach in self-contained classrooms. In addition, all full-time elementary teachers shall also receive one hundred twenty (120) minutes of uninterrupted preparation time per month on one or two early release days.
 - a. All secondary teachers with multiple periods will receive one (1) full preparation period daily on regular school days.
2. Bargaining unit members will not be assigned supervision duties for more than 30 minutes per normal week. Teachers may request to have their supervision time bundled into portions not to exceed a total of 1080 minutes. Supervising students in transition between activities (e.g. passing time; to and from cafeteria, recess assemblies, buses, etc.) shall not be included in the 30 minute limit nor shall it be considered instructional time under section B above.
3. Required meeting times for bargaining unit members shall not exceed ninety (90) minutes per week, not including IEP meetings. Required meeting times may not require attendance of all licensed staff.
4. **Counselors, Itinerant Teachers, Special Education Teachers, Title I Teachers, Media Specialists**

Counselors, itinerant teachers, special education teachers, Title I teachers and media specialists will receive the same total number of preparation minutes as other bargaining unit members designated in sections C.1. It is agreed that counselors, itinerant teachers, special education teachers, Title I teachers and media specialists can better serve students if their preparation time remains flexible and is self-assigned with the approval of their immediate supervisor.

5. Part Time Employees

Employees working less than full time will have a prorated amount of preparation time, based on the employees' percentage of full time work. This preparation time may be counted in blocks of no less than thirty (30) minutes.

D. Preparation Time Compensation

1. Bargaining Unit Members

A bargaining unit member is under no obligation to perform teaching duties during his or her preparation time. If the bargaining unit member is asked to perform teaching duties during his/her prep time, the District shall credit that teacher with compensation on a minute-for-minute basis. The principal's office will record compensation time.

2. District Compensation

Compensation time accrued by bargaining unit members may be taken in the following manner: (1) one-half or full day blocks of released time when a substitute is necessary; or (2) fifteen (15) minute increments when either another bargaining unit within the building substitutes or no substitute is necessary or (3) the teacher will be compensated at the rate of thirty dollars (\$30.00) per hour for time accrued if compensation time is not taken. Such monetary compensation will be paid by June 30 of each year.

A bargaining unit member shall accrue the compensation time prior to using it. Eight (8) hours of accrued compensation time shall equal one full-day block.

3. Building Level Labor-Management Committees

Each building principal will establish a building level labor-management committee. Any employee concerns regarding inequities on workload or assignment will be forwarded to the building representative for discussion at these monthly meetings. If the committee cannot reach a consensus resolution, or if the complainant is unsatisfied with the resolution, then the issue will be forwarded to the district-level labor management committee for discussion. If there is no consensus, the Superintendent will make the final decision. The decision of the Superintendent is final and not subject to the grievance procedure.

E. Extra Class Compensation

Bargaining unit members who agree to teach beyond the standard instructional time for their assignment will be compensated at the employee's daily rate divided by eight (8).

F. Specialist Substitutes

No bargaining unit members shall be required to substitute for a specialist.

Article 7 – Transportation Reimbursement

- A. Teachers required by the District, in the course of their work, to drive personal automobiles for any school-related business shall receive a car allowance, adjusted on July 1 to the current I.R.S. rate for travel subsequent to July 1.
- B. If the automobile of a bargaining unit member is vandalized while on District property and the member is partially reimbursed as the result of an insurance claim paid by his/her own insurance company, then the District will pay the deductible, if any, up to \$250 per incident, but not to exceed \$2,500 per year. The bargaining unit member must provide proof of an insurance claim, deductible amount and proof of repair in order for the member to receive \$250.

Article 8 – Strikes and Lockouts

- A. Neither the Association, its officers or agents, nor any of the employees covered by this Agreement will engage in strikes, slowdowns, mass absenteeism, the willful absence from one's position, or the stoppage of work during the term of this Agreement.
- B. There will be no lockout of employees in the unit by the District as a consequence of any dispute arising during the period of this Agreement.
- C. In the event of a mutual contract reopening, this Article shall be void.

Article 9 – District Rights

- A. The District shall retain the right to operate and manage the school system including, but not limited to: directing the activities of the school; setting school programs, classes and schedules; determining the levels of service and methods of operations; hiring, laying off, transferring, promoting; disciplining or discharging for cause; determining work schedules and assigning work; and any other such rights except as modified by this Agreement.
- B. The District reserves the specific management right to reduce staff due to economic or enrollment factors. When such reductions become necessary, the District shall determine which program areas shall be affected.

Article 10 – Vacancies – Transfers – Assignments

A. Notification of Vacancies

Teachers interested in a posted position must complete the in-District application requirements.

B. Transfer Procedure

1. Teacher Preferences

The District reserves the right to assign teaching positions to employees. ~~The District, however,~~ Each building will, to the best of its ability, give teaching staff the opportunity to request ~~transfers~~ in-building assignments prior to ~~transfer~~ assignment decisions being made. ~~The District personnel office will keep an in-District placement file for each employee where the staff will be encouraged to submit information regarding preferences in in-District placement. This file can list reasons an employee would or would not want to be transferred from the current assignment and can be updated by the employee to show new or changed licensure. Employees can update this file at any time during the year.~~ When an employee's in-building assignment is changed without them being party to the change, they will be informed in writing of the reason(s) for the change upon request.

2. Employee Requested Transfers

Requests by a bargaining unit member to transfer to a different building ~~or job category~~ shall be made in writing to the District personnel office. The application shall set forth the reasons for transfer, the school, the grade or position sought, and the applicant's qualifications. To the extent possible, the employee requests for transfer will be considered when positions are being assigned.

3. District Initiated Transfers

When the District initiates the transfer of an employee to a different building ~~or job category~~, a meeting will be held between a District representative and the affected employee. The intent of this meeting is to provide notice of the decision to make the transfer. Prior to the notice of the transfer, the District will look at the employee's in-District placement file to note any information or preferences the employee has listed in this file. When employees are transferred ~~moved or their assignment is changed~~ involuntarily, the member will be informed in writing of the reason(s) for the change.

C. Interviews

Interviews shall be granted to all bargaining unit members applying for openings. All applicants will be notified as soon as the position has been filled.

D. Notice of Assignment

Teachers will be notified of tentative teaching and extra-duty assignments for the following teaching year prior to the end of the present school year. It is understood that there may need to be changes made during the summer. If a member is asked to change rooms, schools or assignment, after August 15th of any upcoming school year, then the member will receive additional compensation or additional release days as

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provided in the following sliding scale as approved by the building Principal. If there is a disagreement between the Principal and Association member then the Superintendent shall determine the days allowed.

Change of Assignment: Mutual agreement of teacher and Principal

Change of Room: 1-2 days

Change of Building: 2 or more days

Article 11 – Evaluation

- A. The purpose of the evaluation is to allow the teacher and the District to determine the teacher's development and growth in the teaching profession and to evaluate the performance of the teaching responsibilities.
- B. All bargaining unit members will be provided with electronic and/or hard copies of evaluation policies, procedure, criteria and forms. The District will make one hard copy available in each school.

The District will not seek out student opinions on an initial basis for the sole purpose of evaluating a teacher. No data gathering for evaluations will be done through eavesdropping.

- C. A pre-evaluation conference shall be arranged to establish performance goals (targets) based upon job description and performance standards and any other concerns or basis for evaluation the District wishes to consider.
- D. All evaluations shall be in writing and, in part, be based upon written criteria that include the performance goals (targets) as well as any other concerns or basis for evaluation the District wishes to consider.
- E. A post-evaluation interview shall be mutually scheduled to discuss the results of the evaluation. Post-observation feedback will be provided to the teacher no later than ten (10) school days following a pre-arranged observation.
- F. A copy of written evaluations shall be submitted to the bargaining unit member who will sign the evaluation and return a copy to the administration for placement in the teacher's personnel file. The signature of the teacher is an indication that he/she has read the evaluation.
- G. A bargaining unit member may put his/her written objections to the written evaluation in writing and have it attached to the evaluation report.
- H. If a teacher is determined by the District to need a written program of assistance for improvement, such shall be given to the teacher and discussed. During discussion of the program of assistance the employee shall be allowed input, but the District may still implement the program of assistance immediately. The program shall be in writing and shall include as a minimum:
 - A. An explanation of adaptations and improvements necessary to meet the changing demands of the Oregon Educational Act for the 21st Century (ORS chapter 329), if applicable;
 - B. Specific deficiencies in the teacher's conduct or performance with pertinent documentation and/or rationale;
 - C. Corrective steps that the teacher may pursue to overcome or correct the deficiencies;
 - D. Assessment techniques by which the District will measure and determine whether the teacher has sufficiently corrected the deficiencies to meet District standards;
 - E. The District may list the types of assistance to be provided to the teacher in accordance with the program, but the District is not required to make such a list.

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- I. When a written program of assistance for improvement is completed, the District shall notify the bargaining unit member in writing of satisfactory or unsatisfactory completion. Satisfactory completion of a program of assistance for improvement does not guarantee renewal.
- J. Bargaining unit members may have **Association** representation in a year-end evaluation conference if the unit member has reason to believe that the conference will indicate inadequacies in performance and/or may lead to a program of assistance for improvement. Bargaining unit members may have Association representation in all program of assistance for improvement conferences.

Article 12 – Complaint Procedure

- A. When a written complain regarding the performance of an employee is made to and administrator and the District chooses to investigate the complaint, the substance of the complaint shall be discussed with the employee within ten (10) working days. The employee has the right to LEA, ~~or~~ OEA or personal attorney representation at all discussion with the administrator.
- B. If either of the parties is unavailable, the ten (10) working days shall begin upon the availability of both parties. The only exception to this timeline is if the conduct giving rise to the complaint reoccurs, in which case the supervisor may discuss both the initial and the subsequent complaint (s) within 10 working days of the subsequent(s) complaint.
- C. During the discussion of the complaint, the employee will be presented with the written complaint, signed by the administrator or complainant. The complaint shall include the name of the person(s) making the complaint and all other available information, including the nature of the complaint and the request remedy, if any.
- D. Any complaint which the administration chooses not to discuss with the employee or which is not discussed within the required time shall not be considered in the employee's evaluation and shall not be used against the employee in any subsequent action by the District.
- E. This Article shall not apply to allegation of sexual harassment, criminal behavior, child abuse, or report and/or investigation of criminal behavior by an outside authority.

Article 13 – Sick Leave and Family Death Benefits

- A. Teachers may utilize sick leave for an absence from duty due to personal illness or injury or for medical/dental appointments. Accumulated sick leave may also be used for parental leave or for family medical leave pursuant to statute as per Section A, Subsection 4, below, **, or for any other reason set forth in ORS 653.601.**

1. All teachers shall be granted ten (10) days sick leave during each school year pursuant to ORS 332.507. For teachers hired for less than a full year, sick leave will be prorated at one (1) day per contracted month. Such sick leave shall be credited to said teachers on the first day of active teaching service. Teachers who are on extended contracts up through two (2) weeks shall receive one-half (2) day sick leave, beyond that he/she shall receive one (1) full day.

2. The accumulation of unused sick leave days shall be unlimited.

3. For an extended illness of five (5) consecutive days or more, a physician's written verification of illness must be filed with the Assistant Superintendent.

4. The parties agree that this Section constitutes a substantially equivalent sick time policy for purposes of ORS 653.601.

~~4. Up to sixty (60) days of accumulated sick leave may be used annually for absences due to illnesses of the teacher's immediate family or for family medical leave pursuant to statute if such use is identified in writing to the District. "Immediate family" shall be interpreted to mean those individuals, as determined by FMLA/OFLA, to be family members.~~

B. Bereavement

All employees who are assigned on a regular basis during the school year shall be eligible for up to five (5) days leave one (1) time every two (2) years and any other occurrence shall be eligible for three (3) days leave per occurrence due to mental anguish caused by the death of those individuals, as determined by FMLA/OFLA, to be immediate family members including siblings, siblings-in-law and children-in-law or member of his/her family living in the household to enable the employees to be near members of the immediate family during an emergency.

In addition to these benefits, the District shall comply with the Oregon Family Leave Act (OFLA). The paid bereavement leave in this section shall run concurrently with the bereavement leave provisions under OFLA.

The definition of family members in the first stanza of this section is different under OFLA. The bereavement leave under OFLA will apply only for family members listed under the law.

C. Extensions

Extensions of paid leave for emergency situations may be made with the approval of the Superintendent.

D. Notification of Accumulated Sick Leave

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~~By November 1 of each year, each~~ **Each** teacher shall be given a written account of his/her use and accumulation of sick leave **in the monthly payroll information.**

E. Transfer of Sick Leave

A maximum of seventy-five (75) days sick leave accumulated during employment in another Oregon school district will be credited upon written verification from the other district as per ORS 332.507 (4).

F. Workers' Compensation

When an employee is injured while performing his/her job duties and qualifies for Workers' Compensation benefits, the employee may:

1. Elect to receive only Workers' Compensation benefits and not use any of his/her accumulated sick leave; or
2. Elect to receive Workers' Compensation benefits and use his/her accumulated sick leave to make up the difference between the amount of the Workers' Compensation benefits received and his/her normal salary or hourly wage. Accumulated sick leave may be used in this manner until depleted, at which time the employee will be eligible to receive only Workers' Compensation benefits, if any remain available.

Article 14 – Other Paid Leaves of Absence

A. Personal Leave

A total of three (3) days of noncumulative paid leave per year without explanation shall be granted.

1. The immediate supervisor shall have the authority to control the number of teachers in excess of ten percent (10%) of the teachers per site (rounded to the nearest whole number) or one (1) teacher to be granted leave for any one day per site, whichever is greater.
2. This leave must be taken in no less than 15 minute increments of time.
3. Such leaves must be verified in writing and scheduled in advance through the immediate supervisor unless an emergency is such that advanced scheduling is not practical.

B. Inclement Weather

When schools are closed for natural disasters (e.g., fire, flood, snow, storms) and students are not required to attend, staff members will not be required to report and will not suffer a loss in pay. **If an employee does not fulfill their contract year commitment, inclement weather days will not worked will be deducted from their final paycheck.** However, the District reserves the right to make up all days lost with no additional pay to the employee.

C. Legal

Paid leave, as necessary for appearances in legal proceedings for jury duty or where the teacher is subpoenaed, shall be granted. Any compensation received from duty other than Association hearings, except for reimbursement of out-of-pocket expenses such as mileage, shall be subtracted from the teacher's salary. An exception shall be made in cases of subpoena, other than by the District, as a witness in Association hearings or Association legal proceedings. In such cases, the teachers shall not receive District pay for time lost.

Article 15 – Unpaid Leaves of Absence

A. Long-Term Leave

Other leaves of absence without pay may be granted for good reason as determined by the Board. Long-term leaves of over twenty (20) school days may be granted by the Board.

1. The duration of a leave request up to one year shall be discretionary subject to approval of the Board. The teacher will consult with the administration concerning dates such leave will commence and date of return so as to cause as little disruption to the ongoing program for the students as possible. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule which he/she held at the time said leave commenced unless the teacher has completed 135 contract days of the current school year, in which case she/he would advance on the salary schedule.
2. Maternity leave may be treated as a non-paid leave of absence or a personal illness upon verification from a physician. The teacher may return from maternity leave upon presentation to the Superintendent of a release from her physician.
3. Benefits to which a teacher was entitled at the time his/her leave of absence commenced, including seniority, unused accumulated sick leave and position on the salary schedule shall be restored to him/her upon his/her return.
4. All leaves, extensions of leaves, or renewals of leaves shall be applied for and granted in writing.
5. To be guaranteed a position in the District at the expiration of the leave, the teachers must notify the District by March 1st of their intention to return and accept or reject the contract offered at that time. In cases where a leave begins by March 1, the teacher's notification of intention to return shall be made by May 1.

B. Short-Term Leave

Short-term leave from one (1) to twenty (20) school days may be granted by prior approval of the Superintendent.

Article 16 – Professional Development and Educations Improvement

- A. The administration will consider staff requests in arranging in-service courses, workshops, conferences, school or class visitations and programs designed to improve the quality of instruction.
- B. When a teacher is directed by the administration to attend workshops, conferences, or courses for the purpose of training or retraining for licensure (position changes required by the District) tuition and District per diem (lodging, meals, and mileage), approved in advance, shall be incurred by the District.
- C. If necessary, the District may provide release time for the teacher to take part in the training. Whenever feasible, the District will provide required training.
- D. Employees may request reimbursement for tuition or workshop expenses or testing for TSPC licensure, endorsements, or other qualification-related expenses which are job related. Approval of such requests shall be at the sole discretion of the District. A teacher may receive an advance on the tuition reimbursement by submitting a written request to the Superintendent or designee prior to the start of the term. Failure to complete the course or to receive a grade equivalent to a “B” or better in all graded classes or if a course is taken on a pass-fail basis, a grade of “pass” will result in an amount equal to the advance being deducted from the teacher’s next payroll check following the end of the term. The District will provide a minimum of \$10,000 annually so that bargaining unit members can attend workshops, conferences, or courses for the purpose of training or retraining.

Article 17 – Maintenance of Classroom Control and Discipline

- A. Each building will have written student discipline procedures developed with input from building staff. Building procedures shall be consistent with existing District procedures and policy.** The building principal will provide the teachers with the written building discipline procedure at the beginning of each school year. Teachers and administrators shall adhere to the procedure.

The written student discipline procedure shall include:

- 1. Protocols for training and communicating with staff;**
 - 2. The process for documentation and referral of disruptive and aggressive student behaviors, including procedures for the removal and reentry of students who perform significant acts of aggression towards other students, staff or self.**
- B. ~~School principals will meet with employees annually to establish and/or review building disciplinary standards and procedures to ensure uniform enforcement of building standards.~~
- C. ~~Students who pose a threat to the physical safety of the teacher or other students may be temporarily removed from the class and a safety report shall be submitted, in writing, to the immediate supervisor.~~
- D. Notwithstanding this Article, disciplinary actions regarding I.D.E.A. or Section 504 students will be handled as per guidelines from their I.E.P. or according to legal requirements or for other students pursuant to their Behavior Management Plan/Safety Support Plan.

The Superintendent or designee will have the final authority to resolve any grievance under this article.

Article 18 – Academic Freedom

- A. Teachers shall enjoy reasonable freedom to teach, with the expressed goal of teaching to seek the truth and facts in the most objective manner possible provided the material to be covered or taught directly relates to the District-approved course of study.

However, in order for student(s) to develop skills and abilities in critical thinking and dealing with significant controversial issues, the Board holds that an opportunity to study about and discuss all sides of an issue in an atmosphere free from compulsion or emotion and to arrive at and express an opinion that may be different from other members of the class and that of the teacher shall be provided.

When classroom activities or guest speakers on controversial issues are planned, the material to be covered must directly relate to the District-approved course of study and said plans will be reviewed with the building principal in advance.

- B. There shall be no disciplinary action taken against a teacher as a result of exercising rights and responsibilities of this Article, provided District guidelines have been followed.

Article 19 – Personnel Files

- A. The official file on all teachers is confidential and shall be kept in the District Personnel Office. A District working file may also be retained by the District. Any documentation of incidents that the teacher is not made aware of within ten (10) working days of first knowledge of the supposed incident will not be considered in future action by the District.
- B. The official personnel file of all teachers is subject to the following provisions:
 - 1. A teacher may attach a rebuttal to materials or add relevant materials of his/her choosing.
 - 2. Teachers may desire to review their file from time to time. A twenty-four (24) hour notice will be given to the District so that arrangements can be made to view the personnel file.
 - 3. Teachers shall have the right after three (3) years to ask that a document be removed from their file. The request shall be made in writing to their immediate supervisor who shall make a recommendation to the Superintendent. The Superintendent shall review the request and recommendation and make a final decision **based on current applicable law.**
 - 4. The personnel records of any employee in the bargaining unit shall not have any information of a critical nature that does not bear the employee's signature or initials indicating that the employee has been shown the material, or a statement by a supervisor and witness that the employee has been shown the material and has refused to sign or initial such material.

Article 20 – Dues and Payroll Deductions

- A. Teachers may sign and deliver personally or through the Association to the Business Manager an assignment authorizing deductions of membership dues in the United Teaching Profession (i.e., local, OEA-NEA). Such authorization shall continue in effect from year to year, unless revoked by writing a letter to the Business Manager prior to September 1 of each year. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the September check of each year. Deductions for teachers who join the Association after the beginning of the school year shall be prorated so that payments will be completed in June.
- B. Upon appropriate written request from the teacher, the District shall deduct any of the following from the salary of any teacher and make appropriate remittance for these deductions approved by the Board:
- Insurance programs
 - Tax-deferred annuities as per District procedure
 - Credit union
 - United Way
 - OEA Foundation

These payments shall be made within five (5) working days after issuance of payroll or receipt of bill.

Article 21 – Fair Share Agreement

- A. To assure that teachers covered by this Agreement are adequately represented by the Association, the District shall deduct an amount equal to one-tenth (1/10th) of the dues of the Association, including the OEA and NEA dues each month for ten (10) consecutive months from the pay of each teacher who is not a member of the Association, beginning with the paycheck for the month of October, as fair share fee commensurate with the cost to the Association of collective bargaining and contract administration.
- B. Any teacher who has not requested payroll deduction of Association dues under Article 21 of this Agreement or who has not certified to the District that he/she has paid his/her dues directly to the Association shall be subject to the provisions of this Article. Such request for payroll deduction or certification of direct payment of dues shall be made by the first day of October.
- C. The Association certifies that this Agreement is formally executed pursuant to the approval of a majority of all teachers in the bargaining unit, and further agrees to accurately inform the District clerk of Association membership on a quarterly basis.
- D. The Association shall hold the District harmless from any claims of an objecting non-member that the extent of the payroll deduction is unlawful. This hold-harmless agreement shall: (1) be effective provided the District gives notice within thirty (30) days of any such claim; (2) tenders to the Association the defense of any claim; and (3) fully cooperates with the Association and its designated counsel in the defense of the claim.

Article 22 – Insurance Program

- A. Effective on the insurance anniversary date the District will contribute up to the following amounts per month in the following specified years for each full-time employee towards insurance premiums which will include medical, dental, and vision plans and may include life and LTD plans.

~~2015-2017~~ **2017-18:** The District will contribute up to ~~\$1,075~~ **\$1,150** per month towards the employee's insurance premium.

2018-19 **The District will contribute up to \$1,175 per month towards the employee's insurance premium.**

Employees who can provide evidence of other group medical insurance plan participation, may elect to opt-out of the District offered medical insurance plans and receive fifty-percent (50%) of the unused contribution cap into a Health Reimbursement Account (HRA).

B. **Part-Time Employees**

The District shall provide an insurance premium contribution in an amount of money equal to the ratio of the teachers' full-time equivalency (FTE). Persons working less than one-half (1/2) time are not eligible for benefits.

C. **COBRA Benefits**

Pursuant to federal law, if an employee, or family member(s) of an employee, becomes eligible for continuation of benefits under the COBRA law, the affected person(s) may choose which part(s) of the insurance coverage and rates they wish to continue under the COBRA law. The affected employee will be notified by the District of COBRA eligibility prior to the discontinuance of eligibility through the District's insurance program. An individual selecting benefit under the COBRA law will be responsible for paying the applicable premiums.

D. **Maintenance of Benefits**

1. The District shall make payment of insurance contributions for all persons to assure insurance coverage for the plan year, even though the employee may not be returning the next year. New employees hired during the school year will be covered on the first date possible under the insurance carrier guidelines.
2. In the event an employee is terminated or resigns during the school year, the insurance shall be continued until the employee has received the pro-rated portion of the twelve (12) month insurance year earned at the time of termination or resignation.
3. If the employee dies during or after the completion of the school year, the District shall continue payments for the applicable dependent benefits through September 30 of that year.

E. **Enrollment and Insurance Information**

1. An open enrollment period will be provided annually.

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2. The District shall make insurance information available including applications.

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- F. In the event the amount paid by the District toward the premiums of health insurance for each eligible employee is less than the actual cost of that insurance, then each affected employee shall pay the difference through payroll deduction through a Section 125 program.

Article 23 – Association Rights

A. Information

Upon request, the Board agrees to furnish to the Association that information as required by law necessary for its functioning as exclusive bargaining representative.

B. Use of School Buildings

School facilities may be used for Association meetings at reasonable times during non-duty hours provided that such meetings shall not interfere with the normal school operations or special meetings and classes and providing that prior clearance is arranged from the principal.

C. Use of School Equipment and District Courier

The Association shall have the right to use the District courier, school facilities and equipment, such as typewriters, duplicating equipment, calculating machines, and audiovisual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable costs of all materials and supplies incidental to such use and for repairs necessitated as a result thereof. Use of such equipment and supplies must be approved by the building principal.

The District's email system is solely the property of the District. When using the District's email system the Association agrees to follow all District policies, administrative regulations, and state and federal laws regarding its use. The Association will not use the District's email system to lobby, solicit, recruit, persuade for or against any political candidate, ballot measure, legislative bill or law, or to initiate or coordinate strikes, walkouts, work stoppages or activities that violate the Agreement.

The Association and its members understand that use of the District's email system may be monitored at any time and for any reason. The District reserves the right to limit or exclude access to the email system by the Association or its members for any use that the District deems inappropriate.

D. Providing Information

The District will provide the Association president with proposed new Board policies or proposed revisions of Board policies. The proposals will be dated.

E. Association Leave

A total of up to **ten (10) ~~six (6)~~** days, **with no more than 3 days to any one person**, shall be granted to the Association for representatives to attend conferences or conventions of state and national affiliated organizations. Such conferences or conventions shall bear a direct relationship to the LEA collective bargaining relationship to Lebanon Community School District. The LEA agrees to reimburse the District for substitute teacher wages paid for this released time. The choice of representative and approval of conference or convention shall rest in the hands of the Association.

Furthermore, the District agrees to release the Lebanon Education Association president annually for not less than one-quarter nor more than one-half of the president's regular District assignment. The determination of the amount of the release time between one-quarter and one-half of the President's regular District assignment shall be by mutual agreement between the Association and the District. The Lebanon

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Education Association agrees to reimburse the District for the Association President's salary costs. These costs will be prorated, based on the President's actual salary and associated costs, including insurance, if the District incurs additional insurance costs.

If a mutual agreement cannot be reached between the parties, the District agrees to release the Association president for up to 18 days per school year. The Lebanon Education Association agrees to reimburse the District for substitute teacher wages paid for this release time.

F. Announcements

The Association, with the approval of the building administrator, may arrange to make brief announcements at faculty meetings.

G. In-service Communications

Upon request of the Association, prior to August 1 of any year, the District shall schedule time during the pre-school year in-service with representatives of the Association and administration for an open question-and-answer period regarding this Agreement.

H. Board Meeting Notices

The District shall provide the Association with an advance Board agenda and approved Board minutes and a copy of the Board packet (exclusive of confidential information) within one (1) working day after they are sent or given to Board members.

Article 24 – Post Retirement Employment

A. Rehiring Following PERS Retirement

The District has the option of rehiring retired teachers. If this rehiring occurs, the following procedures will apply.

1. Completing the Retirement Year

To complete the retirement year, the teacher will be rehired as a temporary teacher in the teacher bargaining unit at his/her regular exit salary. A teacher who qualifies will receive the benefit package provided under Article 22.

2. Rehiring in Subsequent Years

Upon rehiring in subsequent years, the teacher will be rehired as a temporary teacher, becoming a member of the teacher bargaining unit, if the teacher is rehired for forty-five (45) days or more but the provisions of Article 4D (Just Cause), Article 21 Fair Share, and Article 25 (Layoff/Recall) shall not apply.

Teachers post-retirement will be placed on their exit step and column on the salary schedule.

Article 25 – Layoff/Recall

- A. The District shall determine when layoffs are necessary and which programs shall be affected. Layoff means:
1. The elimination or reduction to part-time of a full-time bargaining unit member position;
 2. The elimination of a part-time bargaining unit member position; or
 3. The reduction ~~in~~ of a position bargaining unit member that is greater than .5 FTE to below .5 FTE.
 4. **If a reduction does not eliminate or reduce the FTE of a bargaining unit member then this position reduction (i.e., attrition) shall be communicated in writing to the Association President.**
- B. **Notifications**
1. The administration will notify the Association in writing at least seven (7) days prior to formally recommending to the Board of Directors that layoffs take place.
 2. The administration shall review with the Association the process of determining which individuals will be affected by the reduction.
 3. Any teacher who is to be laid off will be so notified in writing, with a copy to the Association, as soon as practical but in no case less than thirty (30) days prior to the effective date of the layoff. Such notice will state the effective date and the reason for the layoff.
- C. In conducting a layoff under this Article, the District will first determine the program(s) or area(s) scheduled for reduction or elimination.
1. After such determination, the District will make every reasonable effort to transfer teachers in such program(s) or area(s) to other vacant positions for which they are licensed and qualified.
 2. The District will make every reasonable effort to combine positions in a manner which allows teachers to remain qualified as long as the combined positions meet the curriculum needs of the District.
 3. The District will retain the most senior teachers with the proper licensure to fill the remaining position(s).
- D. If the District, in addition to complying with the provisions of this Article, elects to consider competence, as a layoff/recall factor the District will comply with ORS 342.934(8) and ORS 342.934(9). For the purpose of administering the term, competence, the parties define the word, recent, and the term grade level, as follows:

Recent: within the past seven (7) years

Grade Level:

Each of the following grade level clusters shall be considered a grade level.
K-6

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4-8
9-12

The District may consider a teachers willingness to undergo additional training or to pursue additional education in deciding upon questions of competence.

- E. Nothing in this Article shall be construed so as to interfere with the Board's right to dismiss or non-extend a contract teacher pursuant to the provisions of the Accountability for Schools for the 21st Century Law or to dismiss or non-renew a probationary teacher pursuant to the Accountability For Schools For The 21st Century Law.
- F. Only those licenses and endorsements dated prior to the Board's decision to layoff and recall shall be deemed valid.
- G. Seniority shall be defined as the employee's total unbroken time since the first day of actual service with the District. Ties shall be broken by drawing lots. For the purpose of this Article, District-approved paid and unpaid leaves, and the time on the recall list, shall not be considered a break in seniority. Extra-duty and extended contracts shall not be included in the seniority calculation.
- H. A laid-off teacher shall be allowed to continue under the District insurance program, pursuant to the rules of the carrier, for up to eighteen (18) months provided that the District shall be reimbursed in advance on a month-by-month basis for the cost of the premiums.

I. Recall

- 1. The teacher shall provide in writing to the District Personnel Office his/her current address or any change in address during the period of layoff.
- 2. If, within twenty-seven (27) months of layoff, vacancies occur within the District for which laid-off teachers qualify, such employees shall be recalled on the basis of reverse order of the layoff subject to license.
- 3. In the event of a recall, the District shall notify a teacher who has expressed a desire to return to the District of the recall by certified mail (RRR) sent to the last current address given in writing by the teacher to the District Personnel Office.

Teachers will have seven (7) calendar days from receipt of such notice to notify the District in writing of his/her intent to return within up to thirty (30) calendar days of the date of such notice. If the individual is employed elsewhere and the employing district requires sixty (60) days' notice of termination, sixty (60) days will be allowed for the employee to return to work. Failure of the teacher to so respond within the time herein specified shall terminate such teacher's right to recall and will be considered a voluntary resignation. If, due to extenuating circumstances, no recall notice was received, then the teacher will be considered terminated without prejudice.

- 4. All laid-off teachers shall be placed on the District recall list. An employee has the right to refuse a recall to a position of less FTE than the one he/she was laid off from, and still retain recall rights. If an employee accepts recall to a position with less FTE than when laid off, he/she shall remain on the recall list until the twenty-seven (27) month period expires or he/she returns to the FTE he/she was laid off from.

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5. No one outside the bargaining unit shall be hired until the recall procedures are exhausted except when no one on the recall list has the necessary license for the vacant position.
6. Any probationary teacher who has been dismissed or not renewed pursuant to ORS 342.835, for reasons other than lack of funds or reduced enrollment, shall not be subject to the provisions of this Article.

Article 26 – Nondiscrimination

The Association and the District affirm their adherence to the principles of free choice and agree that they shall not discriminate against any employee in any matter concerning employee relations because of age, race, religion, sex, national origin, domicile, marital status, handicap and membership or non-membership in the Association. All references to employee in this Agreement designate both sexes and when the male gender is used, it shall be construed to include both male and female employees. **Given the fact that members have alternative legal remedies under the law, no grievance alleging a violation of this Article may be appealed past Level Three – Board.**

Article 27 – Health and Safety

A. Step One

When an employee recognizes an unsafe condition, the employee shall report it in writing to the Building Safety Committee. Employees who report a safety concern in writing will receive a copy of the report which includes a statement specifying the nature of the problem, the date of filing, the signature of the complainant, and the signature of the individual receiving the report.

Step Two

If the Building Safety Committee does not or is not able to remedy the situation in five (5) working days, the employee should report the condition to the Superintendent.

Step Three

If the Superintendent does not or is not able to remedy the situation in five (5) working days, the employee may report the condition to the Board at the next regularly scheduled Board meeting.

Step Four

If the condition is still not addressed to the satisfaction of the complainant within ten (10) working days, the employee may do one of the following: file a grievance at the arbitration level, report the condition to OSHA, or report the condition to BOLI.

- B.** The complainant will receive a written response, including a brief description of any action taken.
- C.** No employee will suffer negative evaluation or any adverse employment action or any reprisal for reporting safety concerns to the District.

Article 28 – Site-Based Decision-Making Programs

~~The Agreement will remain in effect and will have full application to the employees who are affected by a site-based decision-making program unless specific provisions are waived by written agreement between the District and the Association.~~

Article 29 – Distance Learning

- A. The District retains the right to offer courses through distance learning. The District has no obligation to negotiate with the Association on any aspect of these course offerings so long as no current bargaining unit member is laid off as a direct result of these courses.

The District agrees to negotiate with the Association over both the decision to offer and the impact of offering courses through distance learning in cases when such courses would directly cause a member of the bargaining unit to be laid off. Negotiations shall commence upon a written demand to bargain given to the District within thirty (30) days of the notice of the layoff. In such case the parties agree to use the provisions of ORS 243.698 to conduct negotiations.

Article 30 – Salary Schedule

- A. Bargaining unit members will receive credit for all public school experience (minus one year of experience) outside the District for purposes of initial placement on the salary schedule. The District retains the right to grant credit for private experience **or for other educational or professional experience deemed relevant by the District.**
- B. Payday will be on the 25th of each month.
- C. Each teacher on annual contract shall be paid in twelve (12) “close to equal” payments.
- D. The Lebanon Education Association will appoint a four-member Credit Review Committee. The committee will meet at least annually to review teacher applications for District-approved credit courses. The committee for horizontal salary schedule movement must approve such applications before District approval is granted.
- E. **PERS**
 - 1. During the term of this Agreement, the District will participate in the public employee retirement plans as required in statute for PERS/OPSRP that are as applicable to the employees in the bargaining unit.
 - 2. In addition, the District will comply with any statutory or administrative rule changes, which are enacted during the life of this agreement. Any changes in the public employee retirement plans which are enacted during the life of this Agreement by statute or administrative rule, will apply to the employees covered by those plans.
 - 3. The District does not agree to provide employees any particular level or type of retirement benefit, but only to participate in the public employee’s retirement plans and make contributions as required by law.
 - 4. To the extent allowed by law, retiring employees will receive credit for unused sick leave for the purpose of calculating final average salary for PERS retirement benefits.
 - 5. The District will contribute the pickup of six percent (6%) of each employee’s salary as defined in statute for PERS/OPSRP for that public employee retirement plan.
- F. **Salary**
 - 1. **Step Advancement**

There will be step advancement for those eligible teachers who worked a minimum of 135 contract days in the prior school year.

~~The parties agree that upon ratification of this Agreement the 2014-2015 salary schedule shall be modified in the following manner:~~

~~Individuals currently on Step 1 of the 2014-2015 salary schedule shall be placed on Step 2 of the 2015-2016 salary schedule. All other employees shall remain on their proper step placement. The~~

~~2015-2016 salary schedule shall be increased by three percent (3%) from the 2014-2015 salary schedule. Step 1 will still be on the salary schedule, but no new or current employees shall be placed on Step 1 and the cells will contain a strikethrough. Each step is calculated at 2.75% vertical increase from the previous step beginning with Step 1.~~

~~All current employees on Step 1 and Step 2 of the 2014-2015 salary schedule shall be combined onto Step 2 of the new salary schedule. There will no longer be a Step 1 on the 2015-2016 salary schedule or any salary schedule in the future.~~

~~Steps 22-24 on the 2014-2015 salary schedule are being permanently removed from the 2015-2016 salary schedule and all salary schedules in the future.~~

~~Employees shall receive retroactive pay for the salary increase only as a result of the 2015-2016 modified salary schedule (Appendix D) as described above with the first payroll issued following ratification of the Agreement by the District and Association.~~

2. A salary increase of ~~3.0% (three percent)~~ **1.68%** shall be placed on the ~~2016-2017~~ 2015-2016 salary schedule on July 1, ~~2016~~ **2017** and be referred to as the ~~2017-2018~~ 2016-2017 salary schedule **(A salary increase of 1.5% shall be placed on the 2017-2018 salary schedule on July 1, 2018 and will be referred to as the 2018-2019 salary schedule (Appendix D).)**
3. The District will pay each member of the bargaining unit a base salary in accordance with the salary schedule found in Appendix D.
4. **National Board Certification**
 - a. Teachers who receive a NBPTS Certification will be paid an additional \$2,000 per year for the life of the certification provided the teachers remain employed with the District.
 - b. Speech Language Pathologists (SLPs) who receive their National Certification will be paid an additional \$2,000 per year for the life of the certification provided the SLPs remain employed with the District.
5. Special Education teachers will receive 10 additional paperwork days or an additional \$2,000 stipend to complete the additional requirements of special education paperwork, or a combination thereof, but not both. For example, a special education teacher could use five (5) additional paperwork days and receive \$1,000 stipend. **The Director of Special Education can require a teacher to take a paperwork day in order to maintain compliance with impending District special education paperwork deadlines.**

G. Nurses, Interpreters and Athletic Trainers

Nurses, interpreters and athletic trainers who do not hold a Bachelor's Degree shall be placed on the Non-BA column at the step, which they have earned by virtue of their experience. If the employee has earned a Bachelor's Degree the employee shall be placed on the Bachelor's Degree column. Nurses, interpreters and athletic trainers shall not be eligible for horizontal movement beyond the Bachelor's Degree column.

- H. If the regular teaching contract is extended beyond the normal work year (191 days), the daily rate of pay of those additional days shall be determined by dividing the annual contract salary by the number of days in the regular contract year. (See Article 5, E and F.) This provision does not apply to extra-duty

Tentative Agreement between LEA and Board
August 9, 2017

assignments or for special duty activities.

Article 31 – Extra-Duty Assignments

A. Conditions for Application

Compensation for extra-duty assignments shall be in accordance with Appendixes B and C.

B. Extended Seasons

Varsity coaches of qualifying* OSAA sanctioned activities will be paid \$100 per week for late season extensions beyond Districts.

~~Late season extensions for sports that end in playoffs: \$100 per week for each varsity coach. These extensions will include playoff situations in football, basketball, baseball, volleyball, soccer and softball.~~

C. Compensation for supervision/event staff duties shall be in accordance with District Board Policy and Administrative Regulation.

***Qualifying is defined as activities with true post seasons for which an individual athlete or team must qualify.**

Article 32 – Sick Leave Bank

- A. The sick leave bank shall be open to all members of the bargaining unit who voluntarily donate sick leave to the bank pursuant to the conditions of this Article. To maintain membership in the bank, ~~on or before October 1, 1993, or~~ Each employee and each October 1 for new employees (or within thirty [30] days of their date of service), may contribute an initial one (1) day of his/her accumulated sick leave to a common bank. Further yearly contributions shall be limited to the number of days necessary to bring the bank to a level of one (1) per member of the bank, with a minimum of one hundred twenty-five (125) days. Such contributions are irrevocable. Only employees who have contributed days to the bank may apply for days from the bank. Participation in the bank shall be voluntary. Employees who have not participated previously shall be permitted to contribute during annual open enrollment periods (September 1 to October 1 of each year).
- B. Upon depleting accumulated sick leave and after obtaining a doctor's statement certifying an illness or injury preventing the member from performing the duties of his/her job, a member may request days from the bank. A committee composed of at least one member appointed by the district and one member appointed by the President of the Association will review the request. The approval of the request is at the discretion of the district, after the district has reviewed the committee recommendation, and if:
1. District records show that the member has exhausted his/her accumulated sick leave; and has an additional ten (10) consecutive unpaid workdays;
 2. The member is not eligible for lost time compensation under Workers' Compensation or under PERS disability, or under the District's long-term disability insurance;
 3. The member is a contributing member to the sick leave bank; and
 4. There are sufficient days in the sick leave bank to cover the request.
- C. If the request is denied, the member shall be informed in writing as to the reason for denial. The actions of the committee are final and binding and shall not be subject to any further appeal through the grievance procedure or otherwise. ~~After July 1, 2004, the~~ The sick leave bank member may access the sick leave bank once only for up to one (1) to forty (40) consecutive days following the ten (10) unpaid workdays.
- D. The District shall keep accurate records of leave accumulated by the bank and of sick leave used by the bank, which shall not be greater than one hundred twenty-five (125) days per school year. These records shall be available at all times for review by the committee members and by the Association. Annually, the District shall notify the Association in writing of the accumulated days and days charged to the bank that year.
- E. Membership shall be terminated by written request of the member or by the end of employment with the District. All previously donated days shall remain in the bank.

Appendix B – Extra Duty Positions High School Level

BUDGETED POSITIONS	2015-2017 <u>2017-2019</u> SALARY*	NOTES
Athletic Trainer		per season
Activities Coordinator	\$ 6,012.00	
Class Advisor – Junior	\$ 1,432.00	
Class Advisor – Senior	\$ 1,432.00	
Class Advisor - Graduation	\$ 1,432.00	
Club Advisor – VICA	\$ 1,432.00	
Club Advisor – DECA	\$ 1,432.00	
Club Advisor - Equine Team	\$ 1,432.00	
FFA/Vocational Ag Assistant	\$ 4,810.00	
FFA/Vocational Ag Head	\$ 6,012.00	
Annual Head	\$ 3,149.00	
Drama Head	\$ 6,012.00	
Newspaper Head	\$ 3,149.00	
Instrumental Music	\$ 6,299.00	
National Honor Society	\$ 1,432.00	
School TAG Coordinator	\$ 1,500.00	Per year Seven Oak and LHS only
Student Store Advisor	\$ 3,149.00	per year
Teen Parent Advisor	\$ 3149.00	per year
Vocal Music	\$ 4,295.00	
Athletic Director	\$ 15,000.00	3 seasons @ \$5,000 each
Baseball Assistant	7,000.00 \$3,500	2 asst. @ \$3,500 each
Baseball Head (Spring)	\$ 5,500.00	
Basketball Boys Assistant	7,000.00 \$3,500	2 asst. @ \$3,500 each
Basketball Boys Head (Winter)	\$ 5,500.00	
Basketball Girls Assistant	7,000.00 \$3,500	2 asst. @ \$3,500 each
Basketball Girls Head (Winter)	\$ 5,500.00	
Cross Country Assistant	\$ 1,500.00	
Cross Country Head (Fall)	\$ 5,000.00	
Dance/Drill Team Head	\$ 7,000.00	Fall/Winter co-coaches @ \$3,500 each
Golf Boys' Head (Spring)	\$ 3,000.00	
Golf Girls' Head (Spring)	\$ 3,000.00	
Football Assistant	24,500.00 \$3,500	7 asst. @ \$3,500 each
Football Head (Fall)	\$ 6,000.00	
Rally Head	\$ 7,000.00	2 seasons @ \$3,500 each
Soccer Boys Assistant	\$ 3,500.00	
Soccer Boys Head (Fall)	\$ 4,500.00	
Soccer Girls Assistant	\$ 3,500.00	
Soccer Girls Head (Fall)	\$ 4,500.00	
Softball Assistant	\$ 3,500.00	

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BUDGETED POSITIONS	2015-2017 2017-2019 SALARY*	NOTES
Softball Head (Spring)	\$ 5,500.00	
Swimming Assistant	\$ 3,500.00	
Swimming Head (Winter)	\$ 5,000.00	
Tennis Girls' - Head (Spring)	\$ 3,000.00	
Tennis Boys - Head (Spring)	\$ 3,000.00	
Track Assistant	\$ \$3,500.00	3 asst. @ \$3,500 each
Track Head (Spring)	\$ 5,500.00	
Volleyball Assistant	\$ 3,500.00	2 asst. @ \$3,500 each
Volleyball Head (Winter)	\$ 5,500.00	
Weightlifting	\$ 3,000.00	2 seasons @ \$1,500 each
Wrestling Assistant	\$ 3,500.00	2 asst. @ \$3,500 each
Wrestling Head (Winter)	\$ 5,500.00	
Club Advisor	\$ 500.00	Only District-approved clubs

Stipends listed above may be split among one or more individuals.

Appendix C – Extra Duty Positions Middle School Level

BUDGETED POSITIONS	2015-2017 SALARY	NOTES
Instrumental Music	\$ 3,436.00	
Vocal Music	\$ 1,145.00	
Outdoor School Advisor	\$ 300.00	per night up to 4 nights

Appendix D – Lebanon Schools’ Licensed Salary Schedule
2015-2016

Step	Non BA	BA	BA +24	BA +45	BA +75 MA	MA +24	MA +45
1	\$32,141	\$33,298	\$34,497	\$35,739	\$37,025	\$38,359	\$39,742
2	\$33,025	\$34,214	\$35,446	\$36,722	\$38,043	\$39,414	\$40,835
3	\$33,933	\$35,155	\$36,421	\$37,732	\$39,089	\$40,498	\$41,958
4	\$34,866	\$36,122	\$37,423	\$38,770	\$40,164	\$41,612	\$43,112
5	\$35,825	\$37,115	\$38,452	\$39,836	\$41,269	\$42,756	\$44,298
6	\$36,810	\$38,136	\$39,509	\$40,931	\$42,404	\$43,932	\$45,516
7	\$37,822	\$39,185	\$40,595	\$42,057	\$43,570	\$45,140	\$46,768
8	\$38,862	\$40,263	\$41,711	\$43,214	\$44,768	\$46,381	\$48,054
9		\$41,370	\$42,858	\$44,402	\$45,999	\$47,656	\$49,375
10		\$42,508	\$44,037	\$45,623	\$47,264	\$48,967	\$50,733
11		\$43,677	\$45,248	\$46,878	\$48,564	\$50,314	\$52,128
12		\$44,878	\$46,492	\$48,167	\$49,900	\$51,698	\$53,562
13		\$46,112	\$47,771	\$49,492	\$51,272	\$53,120	\$55,035
14		\$47,380	\$49,085	\$50,853	\$52,682	\$54,581	\$56,548
15		\$48,683	\$50,435	\$52,251	\$54,131	\$56,082	\$58,103
16		\$50,022	\$51,822	\$53,688	\$55,620	\$57,624	\$59,701
17		\$51,398	\$53,247	\$55,164	\$57,150	\$59,209	\$61,343
18				\$56,681	\$58,722	\$60,837	\$63,030
19				\$58,240	\$60,337	\$62,510	\$64,763
20				\$59,843	\$61,996	\$64,229	\$66,544
21				\$61,448	\$63,701	\$65,995	\$68,374

Appendix D – Lebanon Schools’ Licensed Salary Schedule
2016-2017

Step	Non BA	BA	BA +24	BA +45	BA +75 MA	MA +24	MA +45
1	\$33,105	\$34,297	\$35,532	\$36,811	\$38,136	\$39,510	\$40,934
2	\$34,016	\$35,240	\$36,509	\$37,824	\$39,184	\$40,596	\$42,060
3	\$34,951	\$36,210	\$37,514	\$38,864	\$40,262	\$41,713	\$43,217
4	\$35,912	\$37,206	\$38,546	\$39,933	\$41,369	\$42,860	\$44,405
5	\$36,900	\$38,228	\$39,606	\$41,031	\$42,507	\$44,039	\$45,627
6	\$37,914	\$38,280	\$40,694	\$42,159	\$43,676	\$45,250	\$46,881
7	\$38,957	\$40,361	\$41,813	\$43,319	\$44,877	\$46,494	\$48,171
8	\$40,028	\$41,471	\$42,962	\$44,510	\$46,111	\$47,772	\$49,496
9		\$42,611	\$44,144	\$45,734	\$47,379	\$49,086	\$50,856
10		\$43,783	\$45,358	\$46,992	\$48,682	\$50,436	\$52,255
11		\$44,987	\$46,605	\$48,284	\$50,021	\$51,823	\$53,692
12		\$46,224	\$47,887	\$49,612	\$51,397	\$53,249	\$55,169
13		\$47,495	\$49,204	\$50,977	\$52,810	\$54,714	\$56,868
14		\$48,801	\$50,558	\$52,379	\$54,262	\$56,218	\$58,244
15		\$50,143	\$51,948	\$53,819	\$55,755	\$57,764	\$59,846
16		\$51,523	\$53,377	\$55,299	\$57,289	\$59,353	\$61,492
17		\$52,940	\$54,844	\$56,819	\$58,865	\$60,985	\$63,183
18				\$58,381	\$60,484	\$62,662	\$64,921
19				\$59,987	\$62,147	\$64,385	\$66,706
20				\$61,637	\$63,856	\$66,156	\$68,540
21				\$63,333	\$65,612	\$67,975	\$70,425

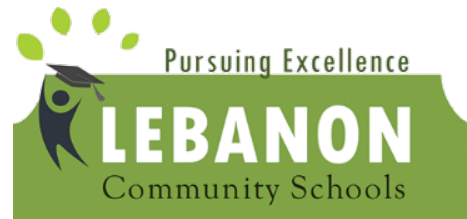
Appendix D - Lebanon Schools' Licensed Salary Schedule 2017-2018

Step	NON BA	BA	BA+24	BA+45	BA+75 MA	MA+24	MA+45
1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	\$ 34,587	\$ 35,832	\$ 37,122	\$ 38,459	\$ 39,842	\$ 41,278	\$ 42,767
3	\$ 35,538	\$ 36,818	\$ 38,144	\$ 39,517	\$ 40,938	\$ 42,414	\$ 43,943
4	\$ 36,515	\$ 37,831	\$ 39,194	\$ 40,604	\$ 42,064	\$ 43,580	\$ 45,151
5	\$ 37,520	\$ 38,870	\$ 40,271	\$ 41,720	\$ 43,221	\$ 44,779	\$ 46,394
6	\$ 38,551	\$ 39,940	\$ 41,378	\$ 42,867	\$ 44,410	\$ 46,010	\$ 47,669
7	\$ 39,611	\$ 41,039	\$ 42,515	\$ 44,047	\$ 45,631	\$ 47,275	\$ 48,980
8	\$ 40,700	\$ 42,168	\$ 43,684	\$ 45,258	\$ 46,886	\$ 48,575	\$ 50,328
9		\$ 43,327	\$ 44,886	\$ 46,502	\$ 48,175	\$ 49,911	\$ 51,710
10		\$ 44,519	\$ 46,120	\$ 47,781	\$ 49,500	\$ 51,283	\$ 53,133
11		\$ 45,743	\$ 47,388	\$ 49,095	\$ 50,861	\$ 52,694	\$ 54,594
12		\$ 47,001	\$ 48,692	\$ 50,445	\$ 52,260	\$ 54,144	\$ 56,096
13		\$ 48,293	\$ 50,031	\$ 51,833	\$ 53,697	\$ 55,633	\$ 57,638
14		\$ 49,621	\$ 51,407	\$ 53,259	\$ 55,174	\$ 57,162	\$ 59,222
15		\$ 50,985	\$ 52,821	\$ 54,723	\$ 56,692	\$ 58,734	\$ 60,851
16		\$ 52,389	\$ 54,274	\$ 56,228	\$ 58,251	\$ 60,350	\$ 62,525
17		\$ 53,829	\$ 55,765	\$ 57,774	\$ 59,854	\$ 62,010	\$ 64,244
18				\$ 59,362	\$ 61,500	\$ 63,715	\$ 66,012
19				\$ 60,995	\$ 63,191	\$ 65,467	\$ 67,827
20				\$ 62,673	\$ 64,929	\$ 67,267	\$ 69,691
21				\$ 64,397	\$ 66,714	\$ 69,117	\$ 71,608

Appendix D - Lebanon Schools' Licensed Salary Schedule 2018-2019

Step	NON BA	BA	BA+24	BA+45	BA+75 MA	MA+24	MA+45
1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	\$35,106	\$ 36,369	\$ 37,679	\$ 39,036	\$ 40,440	\$ 41,897	\$ 43,409
3	\$36,071	\$ 37,370	\$ 38,716	\$ 40,110	\$ 41,552	\$ 43,050	\$ 44,602
4	\$37,063	\$ 38,398	\$ 39,782	\$ 41,213	\$ 42,695	\$ 44,234	\$ 45,828
5	\$38,083	\$ 39,453	\$ 40,875	\$ 42,346	\$ 43,869	\$ 45,451	\$ 47,090
6	\$39,129	\$ 40,539	\$ 41,999	\$ 43,510	\$ 45,076	\$ 46,700	\$ 48,384
7	\$40,205	\$ 41,655	\$ 43,153	\$ 44,708	\$ 46,315	\$ 47,984	\$ 49,715
8	\$41,311	\$ 42,801	\$ 44,339	\$ 45,937	\$ 47,589	\$ 49,304	\$ 51,083
9		\$ 43,977	\$ 45,559	\$ 47,200	\$ 48,898	\$ 50,660	\$ 52,486
10		\$ 45,187	\$ 46,812	\$ 48,498	\$ 50,243	\$ 52,052	\$ 53,930
11		\$ 46,429	\$ 48,099	\$ 49,831	\$ 51,624	\$ 53,484	\$ 55,413
12		\$ 47,706	\$ 49,422	\$ 51,202	\$ 53,044	\$ 54,956	\$ 56,937
13		\$ 49,017	\$ 50,781	\$ 52,610	\$ 54,502	\$ 56,467	\$ 58,503
14		\$ 50,365	\$ 52,178	\$ 54,058	\$ 56,002	\$ 58,019	\$ 60,110
15		\$ 51,750	\$ 53,613	\$ 55,544	\$ 57,542	\$ 59,615	\$ 61,764
16		\$ 53,175	\$ 55,088	\$ 57,071	\$ 59,125	\$ 61,255	\$ 63,463
17		\$ 54,636	\$ 56,601	\$ 58,641	\$ 60,752	\$ 62,940	\$ 65,208
18				\$ 60,252	\$ 62,423	\$ 64,671	\$ 67,002
19				\$ 61,910	\$ 64,139	\$ 66,449	\$ 68,844
20				\$ 63,613	\$ 65,903	\$ 68,276	\$ 70,736
21				\$ 65,363	\$ 67,715	\$ 70,154	\$ 72,682

MEMORANDUM



To: Board of Directors

From: Jennifer Meckley, Director of Human Resources and Community Relations

Date: September 7, 2017

Re: Policy Recommendations

The District supports OSBA's recommendations on the policy revisions listed on the Board Agenda and the OSBA Policy Update. The majority of the revisions resulted from the passage of Every Student Succeeds Act of 2015 (ESSA) or changes to Oregon Revised Statutes (ORS). The policy revisions do not impact the employment of our certified and classified staff, nor do they change our current practices.

All of our instructional assistants have been required to show proficiency in reading, math, writing, and the ability to assist since 2005. We use the ACT WorkKeys assessment for reading and math and ask for an essay to show writing proficiency. Writing is scored using the state's adopted scoring guide. Our certified personnel are appropriately licensed through Teachers Standard Practices Commission (TSPC).



This Special Edition of Policy Update includes updates resulting from the passage of the Every Student Succeeds Act of 2015 (ESSA).

**Summer Board
Conference**

July 14-16, 2017
Bend

Annual Convention
November 9-12, 2017
Portland

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DDB - Native American Impact Aid Funds (Conditionally Required)
DDB-AR - Involvement of Indian Parents and Tribes in District Educational Programs -
Recommend Delete
DDC - Native American Education Program Grants - Title VI Indian Education
(Conditionally Required)
EEA - Student Transportation Services (Required)
GCI/GDI - Assignments and Transfers (Optional)
GDA - Instructional Assistants (Optional)
IGBAC - Special Education - Personnel (Required)
IGBAK - Special Education - Public Availability of State Application (Required)
IGBC - Title IA/Parental and Family Involvement (Required) (Versions 1 or 2)
IGBC-AR - Title IA/Parental and Family Involvement (Required) (with Version 2 of policy)
IGBHE - Expanded Options Program (Highly Recommended)
IGBI - Bilingual Education (Required)
IGCA - Post-Graduate Scholar Program (Conditionally Required)
JECBB and JECBB-AR - Intradistrict Transfer Students (Highly Recommended)
JECC - Assignment of Students to Schools (Optional) (Versions 1 or 2)
JECF - Interdistrict Transfer of Resident Students (Optional)
JFC - Student Conduct (Required) (Versions 1 or 2)
JHC - Student Health Services and Requirements (Highly Recommended)
KI - Public Solicitation in District Facilities (Required)
KAB and KAB-AR - Parental Rights (Required)
KI - Public Solicitation in District Facilities (Required)
LBE and LBE-AR - Public Charter Schools (Highly Recommended)

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

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If you have questions
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EVERY STUDENT SUCCEEDS ACT (ESSA)

Summary

On December 10, 2015 the U.S. Congress reauthorized the Elementary and Secondary Education Act of 1965 more commonly known now as the Every Student Succeeds Act of 2015 (ESSA). OSBA and the Oregon Department of Education have reviewed and updated policies to reflect this new Act.

Additionally, once the Oregon State plan is approved by the U.S. Department of Education, there could be additional policy revisions.

Legal Reference

See respective policies for changes to legal citations from the Every Student Succeeds Act of 2015 (ESSA).

Collective Bargaining Impact

None

Local District Responsibility

The district should review the recommended policy language and readopt, and the administration should review and revise the language for the administrative regulations, inline with the following recommendations.

Policy Implications

The following policies have language revisions and will need to be re-adopted by the Board, and the administration will need to review and revise the administrative regulations.

DDB - Native American Impact Aid Funds (Conditionally Required)

DDB-AR - Involvement of Indian Parents and Tribes in District Educational Programs -

Recommend Delete

DDC - Native American Education Program Grants - Title VI Indian Education
(Conditionally Required)

IGBAC - Special Education - Personnel (Required)

IGBAK - Special Education - Public Availability of State Application (Required)

IGBC - Title IA/Parental and Family Involvement (Required) (Versions 1 or 2)

IGBC-AR - Title IA/Parental and Family Involvement (Required) (with Version 2 of policy)

IGBHE - Expanded Options Program (Highly Recommended)

JECBB and JECBB-AR - Intradistrict Transfer Students (Highly Recommended)

JECF - Interdistrict Transfer of Resident Students (Optional)

KI - Public Solicitation in District Facilities (Required)

The following policies and administrative regulations have minor revisions and would not require board re-adoption. (OSBA recommends that the Board is informed of these minor changes.)

EEA - Student Transportation Services (Required)

GCI/GDI - Assignments and Transfers (Optional)

GDA - Instructional Assistants (Optional)

IGBI - Bilingual Education (Required)

IGCA - Post-Graduate Scholar Program (Conditionally Required)

JECC - Assignment of Students to Schools (Optional) (Versions 1 or 2)

JFC - Student Conduct (Required) (Versions 1 or 2)

JHC - Student Health Services and Requirements (Highly Recommended)

KAB and KAB-AR - Parental Rights (Required)

LBE and LBE-AR - Public Charter Schools (Highly Recommended)

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

ABOUT *POLICY UPDATE*

Policy Update is a quarterly subscription newsletter providing a brief discussion of current policy issues of concern to Oregon school districts.

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

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

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

TRY OUR ONLINE POLICY DEMO

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

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

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

2017-2018 STAFF/STUDENT HANDBOOKS AND KEY DATES CALENDAR (*Available Now*):

OSBA's Model Staff and Student Handbooks and Key Dates Calendar are revised annually to reflect recent legislation and other changes.

Samples and online ordering of these tools for purchase can be found on the OSBA website through this link: www.osba.org. (Can be purchased under Downloads)



June 2017

Vol. XL No. 4sch

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EFA - Local Wellness Program (Required)
EFAA-AR - Reimbursable Meals and Milk Programs (Required - no sample included - See summary below for information)
GBI - Gifts and Solicitations (Optional)
GBI-AR - Internet-Sourced Crowdfunding Solicitation (*New*) (Optional)
GCPB/GDPB - Resignation of Staff (Highly Recommended)
IKF - Graduation Requirements (Required) (Version 1 or 2)
JEA - Compulsory Attendance (Highly Recommended)

INJURY/ILLNESS REPORTS

Summary

After a review with PACE attorneys, education agencies are exempt from the requirement to provide this report to the Board, pursuant to their status as a “low hazard industry” as defined by OSHA and SAIF. Policy EBBB - Injury/Illness Reports, is being updated to reflect that it is optional for injuries/illness reports to be reported to the Board.

Legal Reference

None

Collective Bargaining Impact

None

Local District Responsibility

The Board should review required policy EBBB - Injury/Illness Reports and decide whether they want to continue receiving the reports, and make needed changes and readopt.

Policy Implications

EBBB - Injury/Illness Reports (Required)

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

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

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503-588-2800 or 800-578-6722

WELLNESS - PE MINUTES REQUIREMENT

Summary

Senate Bill (SB) 4 (2017) was signed by Governor Kate Brown on June 14, 2017 delaying the PE minute requirement of House Bill 3141 (2007) for two years for elementary schools (kindergarten through grade 5 (and grade 6 if the elementary school teaches through grade 6)) and four years for middle schools (grades 6 through 8).

Legal Reference

None

Collective Bargaining Impact

None

Local District Responsibility

It is recommended that the district review the updated bracketed language and footnotes in the revised policy and readopt if necessary. No updated bracketed language related to PE requirements is required to be in policy but the district must comply with the requirements of Oregon Revised Statute (ORS) 329.496.

Policy Implications

EFA - Local Wellness Program (Required)

MEAL CHARGING

Many districts have requested information about policy on meal charging or meal charge collection as a result of Memorandums issued from the Oregon Department of Education. The item under the subheading 'General USDA NSLP/SBP/SMP[/SFSP] [/CACFP] Requirements' in administrative regulation EFAA-AR - Reimbursable Meals and Milk Programs includes a place for districts to identify their meal charging procedures/requirements (See item 7 under subheading noted above in EFAA-AR). This item should include the district's procedures on meal charging, including but not limited to, identifying how and when information about account balances is communicated to staff, students and parents, including where the information on meal charging will be published (e.g., student/parent handbook, staff handbook) and what collection methods will be used on delinquent balances.

If you have specific questions please contact the Oregon Department of Education, Child Nutrition Programs.

Policy Implications

EFAA-AR - Reimbursable Meals and Milk Programs (Required)

INTERNET-SOURCED CROWDFUNDING

Summary

As a result of school staff establishing internet-sourced crowdfunding to secure additional materials for their classrooms and students, our members have asked for policy and guidance in this area. The policy statement added to sample policy GBI, and the addition of a new, optional administrative regulation, are recommended by the policy department and the PACE pre-loss legal team.

Legal Reference

None

Collective Bargaining Impact

None

Local District Responsibility

It is recommended the district review the revised language for sample policy GBI and adopt, and that the administrative team review the new optional administrative regulation for implementation.

Policy Implications

GBI - Gifts and Solicitations (Optional)

GBI-AR - Internet-Sourced Crowdfunding Solicitation (*New*) (Optional)

RESIGNATION BY LICENSED STAFF

Summary

The revision of this highly recommended policy is a result of a revision by the Teacher Standards and Practices Commission of Oregon Administrative Rule 584-050-0020.

Legal Reference

Add OAR 584-050-0020

Collective Bargaining Impact

None

Local District Responsibility

It is recommended that if the district has this policy please revise with the recommended language and re adopt. If the district does not have this policy, please review and decide if it is in the district's best interest to adopt. (Note: OSBA has

deleted Version 2 of this sample and is retaining one version as recommended. If the district currently has Version 2 adopted, consider reviewing and adopting Version 1.)

Policy Implications

GCPB/GDPB - Resignation of Staff (Highly Recommended)

GRADUATION REQUIREMENTS

Summary

The Oregon State Board of Education adopted changes to Oregon Administrative Rule (OAR) 581-022-0617 - Essential Skills Assessment for English Language Learners. The change extends the removal of the English language proficient criterion for students pursuing graduation in 2017-18; allowing a student to demonstrate proficiency in reading and writing Essential Skills in the student's language of origin, as long as the student meets the other criteria listed in OAR 581-022-0617.

Legal Reference

None

Collective Bargaining Impact

None

Local District Responsibility

The district should review required policy IKF - Gradation Requirements and adopt the proposed change.

Policy Implications

IKF - Graduation Requirements (Required) (Version 1 or 2)

COMPULSORY ATTENDANCE

Summary

Pursuant to ORS 339.030, additional language has been added to policy JEA to identify another exemption from compulsory attendance for emancipated minors, or those minors who have made application to become emancipated.

Legal Reference

None

Collective Bargaining Impact

None

Local District Responsibility

Review the new language and readopt.

Policy Implications

JEA - Compulsory Attendance (Highly Recommended)

ABOUT *POLICY UPDATE*

Policy Update is a quarterly subscription newsletter providing a brief discussion of current policy issues of concern to Oregon school districts.

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

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

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

2017-2018 STAFF/STUDENT HANDBOOKS AND KEY DATES CALENDAR (*Available Now*):

OSBA's Model Staff and Student Handbooks and Key Dates Calendar are revised annually to reflect recent legislation and other changes.

Samples and online ordering of these tools for purchase can be found on the OSBA website through this link: www.osba.org. (Can be purchased under Downloads)

Lebanon Community Schools

Code: IGBC-AR
Adopted: 12/16/10

Title IA/Parental and Family Involvement

Parental ~~Involvement~~ and Family Engagement Policy

A parental ~~involvement and family engagement~~ policy shall be developed jointly, ~~and~~ agreed upon with and distributed to parents and family of participating students. The district shall ensure:

1. Involvement of parents and family members in the joint development of the district's overall Title IA plan, and the ~~process of school review and improvement~~ development of support and improvement plans;
2. Coordination, technical assistance and other support necessary to assist participating schools in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance;
3. Development of activities that promote the schools' and parents' and family capacity for strong parent involvement;
4. Coordination and integration of parental ~~and family engagement involvement~~ strategies with appropriate programs as provided by law;
5. Involvement of parents and family in the annual evaluation of the content and effectiveness of the policy in improving the academic quality of schools served under Title IA;
6. Identification of Barriers to participation in activities by parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy or are of any racial or ethnic minority ~~are identified~~;
7. Findings of annual evaluations are used to design evidence-based strategies for more effective parental involvement and to revise, if necessary, the requirements of this policy;
8. Involvement of Parents ~~are involved~~ in the activities of schools served under Title IA.

District Title IA Plan

The district's Title IA plan shall ensure that all children receive a high quality education and to close the achievement gaps between children meeting the challenging state academic standards and those children who are not meeting such standards. As a part of the district's overall Title IA plan, the district shall ensure effective involvement of parents and family by promoting activities that support a partnership among the schools, parents, family and the community, and that promotes the improvement of student achievement. ~~Plans may be developed by participating district schools individually or collectively.~~ District schools: The district Title IA plan shall describe:

1. How the district will monitor progress in meeting state academic content standards.
2. How the district will identify and address any disparities that result in low-income students and minority students being taught at higher rates than other students ~~taught~~ by ineffective, inexperienced or out-of-field teachers.
3. How the district will use effective parental involvement practices.
4. The poverty criteria to select school attendance areas for participation.
5. The services provided in both schoolwide and in targeted assisted schools, and educational services outside of those schools as appropriate (e.g., children living in local institutions or a community day school program).
6. The services provided to homeless children and youth.
7. Effective parent and family engagement strategies used by the district.
8. If applicable, how the district will support, coordinate and integrate services with early childhood education programs including transitions to local elementary schools.
9. In consultation with parents, administrators, specialized instructional support personnel, how the district will select the most eligible students in need of services in targeted assisted schools.
10. How the district will implement strategies to facilitate effective transitions of students from middle school to high school, and from high school to post-secondary education.
11. How the district will support efforts ~~into reducing~~ the overuse of discipline practices that remove students from the classroom.
12. If appropriate, how the district supports programs that coordinate and integrate academic and career technical education, including but not limited to, work-based learning opportunities.
13. Any other information on how the district proposes to use funds to meet the purpose of the Title IA program as the district determines appropriate.

Title IA School Plan

Each Title IA school in the district shall jointly develop a plan and distribute the plan to parents and family members of participating children that:

1. Describes the convening of an annual meeting to inform parents and family members of their school's participation in Title IA and explain the requirements of Title IA.
2. Involves parents and family members in the planning, review and improvement of programs under Title IA.
3. Shall provide assistance to parents of students served by the school in understanding such topics as the State's academic content standards and state student academic achievement standards, Title IA plan requirements, state and local academic assessments and how to monitor a student's progress and work with educators to improve the achievement of their student.
4. Shall provide materials and training to help parents work with their student to improve their student's achievement, such as literacy training and using technology, as appropriate, to foster parental involvement.
5. Shall educate teachers, student services personnel, principals and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with and work with parents as equal partners, implement and coordinate parent programs and build ties between parents and the school.
6. Shall, to the extent feasible and appropriate, coordinate and integrate parent-involvement programs and activities with Head Start, Reading First, Early Reading First, Even Start, the Home Instruction Programs for Preschool Youngsters, the Parents as Teachers Program and public preschool programs other Federal, State and local programs, including public preschool programs, and other programs, that encourage and support parents in fully participating in the education of their children.
7. Shall ensure, to the extent possible/practicable, that information related to school and parent programs, meetings and other activities is sent to the home parents of participating students in a format and in a language the parents can understand.
8. May involve parents in the development of training of teachers, principals and other educators to improve the effectiveness of such training.
9. May provide necessary literacy training from Title IA funds received if the district has exhausted all other reasonably available sources of funding for such training.
10. May pay reasonable and necessary expenses associated with local parental involvement activities, including transportation and child-care costs, to enable parents to participate in school-related activities (i.e., meeting and training sessions).
11. May train and support parents to enhance the involvement of other parents.
12. May arrange school meetings at a variety of times or conduct in-home conferences between teachers or other educators in order to maximize parental involvement and participation.

13. May establish a districtwide parent advisory council to provide advice on all matters related to parental involvement in Title IA programs.

14.14. May develop appropriate roles for community-based organizations and businesses in parental-involvement activities.

12.15. May adopt and implement model approaches to improving parental involvement. ~~and~~

13.16. Shall provide such other reasonable support for parental involvement activities consistent with Title IA requirements, as parents may request ~~consistent with Title I requirements~~.

School-Parent Compact

A school-parent compact shall be developed for each of the district's Title IA schools. The compact shall:

14.17. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables students to meet the sState's student academic achievement standards.

15.18. Describe the ways in which each parent will be responsible for supporting their student's learning.

19. ~~Stress-Address~~ the importance of ongoing communication between teachers and parents through:

a. aAnnual parent-teacher conferences at the elementary school level, and

b.Frequent reporting to parents on their student's progress.

The district shall provide opportunities for the participation of parents with limited English proficiency, parents with disabilities, parents of homeless students and parents of migratory students, to volunteer and participate in their student's class and observe classroom activities. Information and school reports, to the extent practicable, will be provided in a format and language parents can understand.

R6/27/17 | PH

Parental Rights

The following definitions and procedures will be used to implement the parental rights requirements of the ~~No Child Left Behind Act (NCLBA)~~ Every Student Succeeds Act of 2015 (ESSA):

Definitions

1. “Survey,” as defined by federal law and as used in Board policy and this regulation, includes an evaluation. It does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (IDEA);
2. “Covered survey items” means one or more of the following items: political affiliations or beliefs of the student or the student’s family; mental and psychological problems of the student or the student’s family; sex behavior or attitudes; illegal, anti-social, self-incriminating or demeaning behavior; critical appraisals of other individuals with whom respondents have close family relationships; legally recognized privileged or analogous relationships, such as those of lawyers, physicians and ministers; religious practices, affiliations or beliefs of the student or the student’s parent; and income, other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such a program;
3. “Covered activities” requiring notification under the ~~NCLBA~~ ESSA means those activities involving the collection, disclosure or use of personal information collected from students for the purpose of marketing or for selling that information or otherwise providing that information to others for that purpose; the administration of any survey containing one or more covered survey items; and any nonemergency, invasive physical examination or screening that is required as a condition of attendance administered and scheduled by the school in advance and not necessary to protect the immediate health and safety of the student, or of other students. This provision does not apply to physical examinations or screenings that are permitted or required by law, including physical examinations or screenings permitted without parental notification;
4. “Third parties” include, but are not limited to, district volunteers, parents, district visitors, service contractors or others engaged in district business, such as employees of businesses or organizations participating in cooperative work programs with the district and others not directly subject to district control;
5. “Instructional material” means instructional content that is provided to a student, regardless of its format, including printed or representational materials, audiovisual materials and materials in electronic or digital formats (such as materials accessible through the Internet). The term does not include academic tests or academic assessments;

6. “Personal information” means individually identifiable information including a student or parent’s first and last name; a home or other physical address (including street name and the name of the city or town); telephone number; or a social security identification number.
7. “Invasive physical examination” means any medical examination that involves the exposure of private body parts, or any act during such examination that includes incision, insertion or injection into the body. It does not include a hearing, vision or scoliosis screening and does not apply to any physical examination or screening that is permitted or required by an applicable state law, including physical examinations or screenings that are permitted without parental notification;

Requests to Inspect Materials

Parents may inspect surveys, instructional materials or instruments used to collect personal student information for marketing purposes before such items are administered or distributed by a school to a student as follows:

1. Requests may be directed to the office by phone or in person;
2. Requests must be received by the district no later than five working days following receipt of notification by the district of its intent to administer or distribute such items;
3. Materials may be reviewed at the office or mailed by the district;
4. Requests to mail materials must be accompanied by a self-addressed, stamped envelope.

Requests to Excuse Student from Covered Activities

A parent may request that his/her student be excused from participation in any of the following covered activities:

1. The collection, disclosure or use of personal information collected from students for the purpose of marketing or selling that information to others;
2. Any district or third party survey;
3. The administration of nonemergency, invasive physical examinations or screenings.

All such requests must be:

1. Directed to the principal in writing;
2. Received by the district no later than five working days following receipt of notification by the district of its intent to administer or distribute such items.

Student Privacy

The district recognizes its responsibility to protect student privacy in the event of administration or distribution of a survey to a student containing one or more covered survey items.

A student's personal information that may be collected as a result of such surveys will be released only with prior, written parental permission.

Notification

Each principal shall be responsible for ensuring appropriate notification to parents of their rights under federal law, Board policy and this regulation. Accordingly, notification will:

1. Be made at least annually at the beginning of the school year or at other times during the school year when enrolling students for the first time in school;
2. Include the specific or approximate dates during the school year when covered activities are scheduled or expected to be scheduled.

R6/27/17 | PH

Public Charter Schools

1. Definitions

- a. “Applicant” means any person or group that develops and submits a written proposal for a public charter school to the district.
- b. “Public charter school” means an elementary or secondary school offering a comprehensive instructional program operating under a written agreement entered into between the district and an applicant.
- c. “Virtual Public Charter School” means a public charter school that provides online courses, but does not primarily serve students in a physical location.
 - (1) For the purpose of this definition, an “online course” is a course in which instruction and content are delivered on a computer using the internet, other electronic network or other technology such as CDs or DVDs; the student and teacher are in different physical locations for the majority of instructional time; the student is not required to be in a physical location of a school while participating in the course; and the online instruction is integral to the academic program of the charter school.
 - (2) For the purpose of this definition, “primarily serving students in a physical location” means that more than 50 percent of the core courses offered are not online courses; more than 50 percent of the total number of students attending the school are not receiving instructional services in an online course; and more than 50 percent of the school’s required instructional hours are not through an online course.
- d. “Remote and necessary school district” means a school district that offers kindergarten through grade 12 and has: (a) an average daily membership (ADM), as defined in ORS 327.006, in the prior fiscal year of less than 110; and (b) a school that is located, by the nearest traveled road, more than 20 miles from the nearest school or from a city with a population of more than 5,000.
- e. “Sponsor” means the district Board.

2. Proposal Process

- a. The public charter school applicant shall submit the proposal to the district no later than 180 days prior to the proposed starting date-January 31 for a September starting date¹.

¹The date shall be at least 180 days prior to the date that the public charter school would begin operating and give a reasonable period of time for the school district board to complete the approval process and the public charter school to begin operating by the beginning of the school year.

- b. To be considered complete, the proposal for a public charter school shall include the following:
- (1) The identification of the applicant;
 - (2) The name of the proposed public charter school;
 - (3) A description of the philosophy and mission of the public charter school and how it differs from the district's current program and philosophy;
 - (4) A description of any distinctive learning or teaching techniques to be used;
 - (5) A description of the curriculum of the public charter school;
 - (6) A description of the expected results of the curriculum and the verified methods of measuring and reporting results that will allow comparisons with district schools;
 - (7) The governance structure public charter school board membership, selection, duties and responsibilities];
 - (8) The projected enrollment including the ages or grades to be served;
 - (9) The target population of students the public charter school is designed to serve;
 - (10) The legal address, facilities and physical location of the public charter school and applicable occupancy permits and health and safety approvals;
 - (11) A description of admission policies and application procedures;
 - (12) The statutes and rules that shall apply to the public charter school;
 - (13) The proposed budget and financial plan including evidence that the proposed budget and financial plan are financially sound;
 - (14) A financial management system that includes:
 - (a) A description of a financial management system for the public charter school. The financial management system must include a budget and accounting system that:
 - (i) Is compatible with the budget and accounting system of the sponsor of the school; and
 - (ii) Complies with the requirements of the uniform budget and accounting system adopted by the State Board of Education under OAR 581-023-0035.
 - (b) A plan for having the financial management system in place at the time the school begins operating.
 - (15) The standards for behavior and the procedures for the discipline, suspension or expulsion of students;
 - (16) The proposed school calendar, including the length of the school day and length of the school year;
 - (17) A description of the proposed school staff and required qualifications of teachers including a breakdown of professional staff who hold a valid teaching license issued by the Teacher Standards and Practices Commission (TSPC) and those who do not hold a license but are registered with the TSPC (At least one-half of the full-time equivalent teaching and administrative staff of the public charter school shall be licensed.);
 - (18) The date upon which the public charter school would begin operating;
 - (19) The arrangements for any necessary special education and related services for students with disabilities who qualify under the Individuals with Disabilities Education Act (IDEA) and special education or regular education and related services for students who qualify under Section 504 of the Rehabilitation Act of 1973 who may attend the public charter school;
 - (20) Information on the manner in which community groups may be involved in the planning and development process of the public charter school;

- (21) The term of the charter;
- (22) The plan for performance bonding or insuring the public charter school, including buildings and liabilities;
- (23) A proposed plan for the placement of public charter school teachers, other employees and students upon termination or nonrenewal of a charter;
- (24) The manner in which the public charter school program review and fiscal audit will be conducted;
- (25) In the case of a district school's conversion to charter status, the following additional criteria must be addressed:
 - (a) The alternate arrangements for students who choose not to attend the public charter school and for teachers and other school employees who choose not to participate in the public charter school;
 - (b) The relationship that will exist between the public charter school and its employees including terms and conditions of employment.
- (26) The district will not complete the review required under ORS 338.055 of an application that does not contain the required components listed in ORS 338.045 (2)(a) - (y). A good faith determination of incompleteness is not a denial for purposes of requesting state board review under ORS 338.075;
- (27) In addition to the minimum requirements enumerated in ORS 338.045 (2)(a) - (y), the district, under ORS 338.045 (3), may require the applicant to submit any of the following information as necessary to add detail or clarity to the minimum requirements or that the Board considers relevant to the formation or operation of the public charter school:
 - (a) Curriculum, Instruction and Assessment
 - (i) Description of a curriculum for each grade of students, which demonstrates in detail alignment with Oregon's academic content standards;
 - (ii) Description of instructional goals in relationship to Oregon's academic content standards and benchmarks;
 - (iii) A planned course statement for courses taught in the program, including related content standards, course criteria, assessment practices and state required work samples that will be collected;
 - (iv) Documentation that reflects consideration of credits for public charter school course work a student may perform at any other public school;
 - (v) Explanation of grading practices for all classes and how student performance is documented;
 - (vi) Explanation of how the proposed academic program will be aligned with that of the district. (If an applicant is proposing an elementary level public charter school, please describe how the curriculum is aligned at each grade level with the district's curriculum, including an explanation of how a student in the public charter school will be adequately prepared to re-enter the district's public school system after completing the charter school's program.);
 - (vii) Description of the student assessment system, including how student academic progress will be measured at each grade level and any specific assessment instruments that will be used;

- (viii) Description of the plan for reporting student progress to parents, students and the community;
- (ix) Description of policies and procedures regarding diplomas and graduation;
- (x) Description of policies and practices for meeting the needs of students who are not successful in the regular program;
- (xi) Identification of primary instructional materials by publisher, copyright date, version and edition for each academic content area in each grade;
- (xii) Identification of major supplementary material in core academic content areas and the criteria for use with students;
- (xiii) Description of how the public charter school will meet the unique learning needs of students working above and below grade level, including but not limited to, talented and gifted students;
- (xiv) Description of how the public charter school staff will identify and address students' rates and levels of learning;
- (xv) Description of strategies the public charter school staff will use to create a climate conducive to learning and positive student engagement;
- (xvi) Documentation that demonstrates improvements in student academic performance over time (both individual and program/grade level) from any private alternative school operated by the public charter school applicant, if applicable;
- (xvii) Description of how teachers will utilize current student knowledge and skills to assist in the design of appropriate instruction;
- (xviii) Identification of how the public charter school will provide access to national assessments such as PSAT, SAT and ACT, if applicable;
- (xix) Description of parental involvement, content of planned meetings and how the school will adjust any meeting to meet the needs of working parents;
- (xx) Description of distance learning options available to students, including the grade levels and amount of instruction offered to students, if applicable.

(b) State and Federal Mandates/Special Education

- (i) Description of how the public charter school will meet any and all requirements of ~~No Child Left Behind~~ Every Student Succeeds Act of 2015 (ESSA), which also specifically addresses adequate yearly progress (AYP) and the safe schools aspects of the law;
- (ii) Description of how the public charter school will collect AYP information on all subgroup populations in the school;
- (iii) Description of specific program information regarding curriculum and how specially designed instruction is delivered for special education students. (Include methodologies, data collection systems and service delivery models used.);
- (iv) Description of how the public charter school will serve the needs of talented and gifted students, including screening, identification and services;
- (v) Description of how the public charter school will deliver services and instruction to English Language Learners (ELL), including descriptions of curriculum, methodology and program accommodations;
- (vi) Description of how the public charter school will work with the district to comply with Section 504 accessibility requirements and nondiscrimination requirements in admissions and staff hiring;
- (vii) Explanation of how the public charter school will work with the district to implement Child Find requirements;

- (viii) Explanation of how the public charter school will work with the district to manage IDEA 2004 mandates regarding eligibility, individual education program (IEP) and placement meetings;
- (ix) Explanation of how the public charter school will work with the district in which the public charter school is located to implement accommodations and modifications contained in the IEP or Section 504 plan;
- (x) Explanation of how the public charter school will work with the district to include parents in implementing IEPs;
- (xi) Explanation of how the public charter school intends to work with the district in which the public charter school is located to provide special education services for eligible students.

(c) Teacher Certification

- (i) Identification regarding the training and/or certification of staff, including areas of industry training, endorsements and the TSPC licensure;
- ~~(ii) Explanation of how the public charter school will meet the federal mandate of “highly qualified” teachers contained in No Child Left Behind;~~
- ~~(iii) Identification of which teachers are Oregon Proficiency-based Admission Standards System (PASS) trained by content areas and year of training or re-training, if applicable;~~
- ~~(iv)~~(ii) Explanation of how the public charter school will comply with the TSPC requirements for all staff, including all TSPC Oregon Administrative Rules pertaining to its staff.

(d) Professional Development

- (i) Provide the public charter school’s plan for comprehensive professional development for all staff;
- (ii) Identification of how the public charter school’s licensed staff will obtain their required Continuing Professional Development units for licensure renewal.

(e) Budget

- (i) Explanation of projected budget item for the Public Employees Retirement System (PERS) contributions that would be required of the public charter school;
- (ii) Description of planned computer and technology support;
- (iii) Description of planned transportation costs, if applicable;
- (iv) Explanation of projected budget items for teaching salaries and other personnel contracts;
- (v) Explanation on facilities costs, including utilities, repairs, and rent;
- (vi) Copies of municipal audits for any other public charter school operated by the public charter school applicant, if applicable.

(f) Policy

Copies of any policy that the public charter school intends to adopt:

- (i) Which address expectations of academic standards for students and transcribing of credits;
- (ii) On student behavior, classroom management, suspensions and expulsions, which must contain an explanation of how the charter school will handle a student expelled from another district for reasons other than a weapons violation;
- (iii) Regarding corporal punishment including descriptions;
- (iv) Regarding dispensing of medication to students who are in need of regular medication during school hours;
- (v) Regarding reviewing and selecting instructional materials;
- (vi) Regarding solicitation/advertising/fundraising by nonschool groups;
- (vii) Regarding field trips;
- (viii) Regarding student promotion and retention;
- (ix) Regarding student publications;
- (x) Regarding staff/student vehicle parking and use;
- (xi) Regarding diplomas and graduation, and also participation in graduation exercises;
- (xii) Regarding student/parent/public complaints;
- (xiii) Regarding visitors;
- (xiv) Regarding staff discipline, suspension or dismissal.

(g) Other Information

- (i) Plans for use of any unique district facilities including, but not limited to, gymnasiums, auditoriums, athletic fields, libraries, cafeterias, computer labs and music facilities;
- (ii) Plans for child nutrition program(s);
- (iii) Plans for student participation in extracurricular activities pursuant to Oregon School Activities Association and Board policy, regulations and rules;
- (iv) Plans for counseling services;
- (v) Explanation of contingency plans for the hiring of substitute professional and classified staff;
- (vi) Description of how the public charter school will address the rights and responsibilities of students;
- (vii) Description of how the public charter school will handle situations involving student, possession, use or distribution of illegal drugs, weapons, flammable devices and other items that may be used to injure others;
- (viii) Description of procedures on how the public charter school will handle disciplinary referrals and how they will impact student promotion and advancement;
- (ix) Copies of program reviews conducted by other school districts that may have referred students to another public charter school operated by the public charter school applicant, if applicable;
- (x) Description of the typical school day for a student, including a master schedule, related activities, breaks and extracurricular options;

- (xi) Description of how student membership will be calculated, including a description of the type of instruction and location of instruction that contributes to ADM;
- (xii) Documentation and description of how long most students remain in the program, and documentation of student improvement in academic performance, disciplinary referrals, juvenile interventions, or any other disciplinary action while in the program;
- (xiii) Explanation of the legal relationship between the public charter school and any other public charter school, if applicable. (Please provide any contracts or legal documents that will create the basis of the relationship between the entities. Please also provide all financial audits and auditor's reports.);
- (xiv) If a public charter school applicant is operating any other public charter school, documentation that the public charter school applicant has established a separate Oregon nonprofit corporation, legally independent of any other public charter school in operation;
- (xv) If a public charter school applicant has not secured a facility at the time of submitting a public charter school proposal, a written and signed declaration of intent that states:

If given any type of approval (conditional or unconditional), the public charter school applicant promises to provide to the school district liaison, at least sixty (60) days before the intended date to begin operation of the public charter school, proof that it will be able to secure, at least thirty (30) days before the intended date to begin operation of the public charter school, a suitable facility, occupancy and safety permits and insurance policies with minimum coverages required by the school district in school board policy and administrative regulation LBE that sets forth the requirements and process for the school board in reviewing, evaluating and approving a public charter school.

If the public charter school applicant fails to provide proof of an ability to secure a facility and all necessary occupancy and safety permits and insurance that is required by the school district as a condition of approval by the due date, it will withdraw its application to begin operation of a public charter school for the upcoming school year.

By signing this document, I affirm that I am authorized to make the promises stated above on behalf of the public charter school applicant. I understand that failure to fulfill the conditions listed above will result in an approval becoming void, and will automatically revoke any type of approval that the school board previously granted to the public charter school applicant.

Name

Date

On behalf of the [ADD APPLICANT'S NAME]

The public charter school applicant will organize and label all information required in section 27 to correspond to the requested numbers.

- (28) Each member of the proposed public charter school's governing body must provide an acknowledgment of understanding of the standards of conduct and the liabilities of a director of a nonprofit organization in ORS 65.

3. Proposal Review Process

- a. The superintendent may appoint an advisory committee to review public charter school proposals and submit a recommendation to the Board. The committee will consist of district representatives, community members and others as deemed appropriate.
- b. Within 30 business days of receipt of a proposal, the district will notify the applicant as to the completeness of the proposal and identify the specific elements of the proposal that are not complete. The district shall provide the applicant with a reasonable opportunity to complete the proposal.
- c. Within 60 days after the receipt of a completed proposal that meets the requirements of law and the district, the Board shall hold a public hearing on the provisions of the public charter school proposal.
- d. The Board must evaluate a proposal in good faith using the following criteria:
 - (1) The demonstrated sustainable support for the proposal by teachers, parents, students and other community members, including comments received at the public hearing;
 - (2) The demonstrated financial stability of the proposed public charter school including the demonstrated ability of the school to have a sound financial management system that:
 - (a) Is in place at the time the school begins operating;
 - (b) Is compatible with the budget and accounting system of the sponsor of the school; and
 - (c) Complies with the requirements of the uniform budget and accounting system adopted by the State Board of Education under OAR 581-023-0035.
 - (3) The capability of the applicant in terms of support and planning to provide comprehensive instructional programs;
 - (4) The capability of the applicant in terms of support and planning to provide comprehensive instructional programs to students identified by the applicant as academically low achieving;
 - (5) The adequacy of the information provided as required in the proposal criteria;
 - (6) Whether the value of the public charter school is outweighed by any directly identifiable, significant and adverse impact on the quality of the public education of students residing in the district.

A "directly identifiable, significant and adverse impact" is defined as an adverse loss or reduction in staff, student, program or funds that may reduce the quality of existing district educational programs. This may include, but not be limited to, the following current data as compared to similar data from preceding years:

- (a) Student enrollment;
- (b) Student teacher ratio;
- (c) Staffing with appropriately licensed or endorsed personnel;
- (d) Student learning and performance;

- (e) Specialty programs or activities such as music, physical education, foreign language, talented and gifted and English as a second language;
 - (f) Revenue;
 - (g) Expenditure for maintenance and upkeep of district facilities.
 - (7) Whether there are arrangements for any necessary special education and related services;
 - (8) Whether there are alternative arrangements for students, teachers and other school employees who choose not to attend or be employed by the public charter school if the public charter school is converting an existing district school;
 - (9) The prior history, if any, of the applicant in operating a public charter school or in providing educational services.
- e. The Board must either approve or deny the proposal within 30 days of the public hearing.
 - f. Written notice of the Board's action shall be sent to the applicant. If denied, the notice must include the reasons for the denial with suggested remedial measures. The applicant may then resubmit the proposal. The Board must either approve or deny the resubmitted proposal within 30 days. The Board may, with good cause, request an extension in the approval process timelines from the State Board of Education.

4. Terms of the Charter Agreement

- a. Upon Board approval of the proposal, the Board will become the sponsor of the public charter school. The district and the applicant must develop a written charter agreement, subject to Board approval, which shall act as the legal authorization for the establishment of the public charter school.
- b. The charter agreement shall be legally binding and must be in effect for a period of not more than five years but may be renewed by the district.
- c. The district and the public charter school may amend a charter agreement through joint agreement.
- d. It is the intent of the Board that the charter agreement be detailed and specific to protect the mutual interests of the public charter school and the district. The agreement shall incorporate the elements of the approved proposal and will address additional matters, statutes and rules not fully covered by law or the proposal that shall apply to the public charter school including, but not limited to, the following:
 - (1) Sexual harassment (ORS 342.700, 342.704);
 - (2) Pregnant and parenting students (ORS 336.640);
 - (3) Special English classes for certain children (ORS 336.079);
 - (4) Student conduct (ORS 339.250);
 - (5) Alcohol and drug abuse program (ORS 336.222);
 - (6) Student records (ORS 326.565);
 - (7) Oregon Report Card (ORS 329.115);
 - (8) Recovery of costs associated with property damage (ORS 339.270);
 - (9) Use of school facilities (ORS 332.172);
 - (10) Employment status of public charter school employees:
 - (a) Public charter school law requires the following:
 - (i) Employee assignment to a public charter school shall be voluntary;
 - (ii) A public charter school or the sponsor of the public charter school may be considered the employer of any employees of the public charter school;

- (iii) If the Board is not the sponsor of the public charter school, it shall not be the employer and shall not collectively bargain with the employees;
 - (iv) A public charter school employee may be a member of a labor organization or organize with other employees to bargain collectively. The bargaining unit may be separate from other bargaining units of the district;
 - (v) The public charter school governing body shall control the selection of employees at the public charter school;
 - (vi) The Board shall grant a leave of absence to any employee who chooses to work in the public charter school. The length and terms of the leave of absence shall be set by collective bargaining agreement or by Board policy; however, the length of leave of absence may not be less than two years unless:
 - 1) The charter of the public school is terminated or the public charter school is dissolved or closed during the leave of absence; or
 - 2) The employee and the Board have mutually agreed to a different length of time.
 - (vii) An employee of a public charter school operating within the district who is granted a leave of absence and returns to employment with the district shall retain seniority and benefits as an employee, pursuant to the terms of the leave of absence.
- (b) The terms and conditions of employment addressed in the agreement may include, but not limited to, the following provisions:
- (i) A proposed plan for the placement of teachers and other school employees upon termination or nonrenewal of the charter;
 - (ii) Arrangements for employees who choose not to be employed or participate in the public charter school, if a district school has been converted to a public charter school;
 - (iii) Salary for professional staff or wages for classified staff;
 - (iv) Health benefits;
 - (v) Leaves, including timing, commencement and duration of leave; voluntary and involuntary termination and return to work; whether the leave is paid or unpaid; and a description of benefits upon termination of leave (i.e., same, similar or available position and salary schedule placement);
 - (vi) Work year;
 - (vii) Working hours;
 - (viii) Discipline and dismissal procedures;
 - (ix) Arrangements to secure substitutes;
 - (x) Arrangements to ensure that 50 percent of the total full-time equivalent teaching and administrative staff are licensed;
 - (xi) Hiring practices;
 - (xii) Evaluation procedures.
- (11) Student enrollment, application procedures and whether the public charter school will admit nonresident students and on what basis:
- (a) Public charter school law requires the following:

- (i) Student enrollment shall be voluntary. If the number of applicants exceeds the capacity, students shall be selected through a lottery process. An equitable lottery may incorporate a weighted lottery for historically underserved students. All resident applicants will have their names written on a uniform-sized card to be placed in a covered container. Names will be drawn individually until all available slots are filled. If slots remain after resident applicants are placed, the remaining slots may be filled by nonresident applicants using an identical process. The drawing shall be made in the presence of at least two employees of the public charter school and two employees of the district. If the public charter school has been in operation one or more years, priority enrollment will be given to those students who:
 - 1) Were enrolled in the public charter school the prior year;
 - 2) Have siblings who are presently enrolled in the public charter school and who were enrolled the prior year;
 - 3) Only when the public charter school is party to a cooperative agreement for the purpose of forming a partnership to provide educational services, reside in:
 - a) The public charter school's sponsoring district; or
 - b) A district which is a party to the cooperative agreement.
- (ii) A public charter school may not limit student admission based on ethnicity, national origin, race, religion, disability, sex, sexual orientation, income level, proficiency in the English language or athletic ability but may limit admission within a given age group or grade level. , and may implement a weighted lottery for historically underserved students. Historically underserved students are at risk because of any combination of two or more factors including their race, ethnicity, English language proficiency, socioeconomic status, gender, sexual orientation, disability and geographic location.

(12) Transportation of students:

- (a) Public charter school law requires the following:
 - (i) The public charter school shall be responsible for providing transportation for its students and may negotiate with the district for the provision of transportation services;

- (ii) The district shall provide transportation for public charter school students pursuant to ORS 327.043. Resident public charter school students will be transported under the same conditions as students attending private or parochial schools located along or near established district bus routes. The district shall not be required to add or extend existing bus routes;
 - (iii) Public charter school students who reside outside the district may use existing bus routes and transportation services of the district in which the public charter school is located;
 - (iv) Any transportation costs incurred by the district shall be considered approved transportation costs.
- (13) The plan for performance bonding or insuring the public charter school sufficient to protect the district. Documentation shall be submitted prior to agreement approval.
 - (a) Insurance²:
 - (i) Commercial General Liability Insurance in an amount of not less than \$1,000,000 combined single limit per occurrence/\$3,000,000 annual aggregate covering the public charter school, the governing board, employees and volunteers against liability for damages because of personal injury, bodily injury, death or damage to property including the loss of use thereof. Coverage to include, but not limited to, contractual liability, advertisers' liability, employee benefits liability, professional liability and teachers' liability;
 - (ii) Liability Insurance for Directors and Officers in an amount not less than \$1,000,000 each loss/\$3,000,000 annual aggregate covering the public charter school, the governing board, employees and volunteers against liability arising out of wrongful acts and employment practices. Continuous "claims made" coverage will be acceptable, provided the retroactive date is on the effective date of the charter;
 - (iii) Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit covering the public charter school, the governing board, employees and volunteers against liability for damages because of bodily injury, death or damage to property, including the loss of use thereof arising out of the ownership, operation, maintenance or use of any automobile. The policy will include underinsured and uninsured motorist vehicle coverage at the limits equal to bodily injury limits;
 - (iv) Workers' Compensation Insurance shall also be maintained pursuant to Oregon laws (ORS Chapter 656). Employers' liability insurance with limits of \$100,000 each accident, \$100,000 disease each employee and \$500,000 each policy limit;
 - (v) Honesty Bond to cover all employees and volunteers. Limits to be determined by the governing board, but no less than \$25,000. Coverage shall include faithful performance and loss of moneys and securities;

²Insurance requirements for individual public charter schools may vary and should be reviewed by legal counsel and an insurance representative.

- (vi) Property Insurance shall be required on all owned or leased buildings or equipment. The insurance shall be written to cover the full replacement cost of the building and/or equipment on an “all risk of direct physical loss basis,” including earthquake and flood perils.
- (b) Additional requirements:
 - (i) The district shall be an additional insured on commercial general and automobile liability insurance. The policies shall provide for a 90-day written notice of cancellation or material change. A certificate evidencing all of the above insurance shall be furnished to the district;
 - (ii) The public charter school shall also hold harmless and defend the district from any and all liability, injury, damages, fees or claims arising out of the operations of the public charter school operations or activities;
 - (iii) The district shall be loss payee on the property insurance if the public charter school leases any real or personal district property;
 - (iv) The coverage provided and the insurance carriers must be acceptable to the district.
- e. If the district and the public charter school enter a cooperative agreement with other school districts for the purpose of forming a partnership to provide educational services, then the agreement must be incorporated into the charter of the public charter school.
- f. In addition to any other terms required to be in the charter agreement, a virtual public charter school must have in the charter of the school, a requirement that the school:
 - (1) Monitor and track student progress and attendance; and
 - (2) Provide student assessments in a manner that ensures that an individual student is being assessed and that the assessment is valid.

5. Public Charter School Operation

- a. The public charter school shall operate at all times in accordance with the public charter school law, the terms of the approved proposal and the charter agreement.
- b. Statutes and rules that apply to the district shall not apply to the public charter school except the following, as required by law, shall apply:
 - (1) Federal law, including applicable provisions of the ~~No Child Left Behind Act of 2001~~ ESSA;
 - (2) Public records law (ORS 192.410 to 192.505);
 - (3) Public meetings law (ORS 192.610 to 192.690);
 - (4) ORS Chapters 279A, 279B and 279C (Public Contracting Code);
 - (5) ORS 326.565, 326.575 and 326.580 (student records);
 - (6) Municipal audit law (ORS 297.405 to 297.555 and 297.990);
 - (7) Criminal records check (ORS 181.539534, 326.603, 326.607, 342.223 and 342.232);
 - (8) Textbooks (ORS 337.150);
 - (9) ORS 339.119 (considerations for educational services);
 - (10) Tuition and fees (ORS 339.141, 339.147 and 339.155);
 - (11) Discrimination (ORS 659.850, ~~and~~ 659.855 and 659.860);
 - (12) Tort claims (ORS 30.260 to 30.300);
 - (13) ORS 342.856 (core teaching standards);
 - (14) ORS 659.850, 659.855 and 659.860 (discrimination);

- (15) ORS Chapter 657 (Employment Department Law);
 - (16) Health and safety statutes and rules;
 - (17) Any statute or rule listed in the charter;
 - (18) The statewide assessment system developed by the Oregon Department of Education (ODE) for mathematics, science and English under ORS 329.485 (2);
 - (19) ORS 329.045 (academic content standards and instruction);
 - (20) Any statute or rule that establishes requirements for instructional time;
 - (21) ORS 339.250 (12) (prohibition of infliction of corporal punishment);
 - (22) ORS 339.326 (notice concerning students subject to juvenile court petitions);
 - (23) ORS 339.370, 339.372, 339.388 and 339.400 (reporting of suspected abuse of a child and sexual conduct, and training on prevention and identification of abuse and sexual conduct);
 - (24) ORS 329.451 (diploma, modified diploma, extended diploma and alternative certificate standards);
 - (25) Statutes and rules that expressly apply to public charter schools;
 - (26) Statutes and rules that apply to special government body as defined in ORS 174.117, or public body as defined in ORS 174.109; and
 - (27) ORS Chapter 338.
- c. The public charter school may employ as a teacher or administrator a person who is not licensed by the TSPC; however, at least one-half of the total full-time equivalent teaching and administrative staff at the public charter school shall be licensed by the commission, pursuant to ORS 342.135, 342.136, 342.138 or 342.140.
 - d. A board member of the school district in which the public charter school is located may not serve as a voting member of the public charter school's board, yet may serve in an advisory capacity.
 - e. The public charter school shall participate in the PERS.
 - f. The public charter school shall not violate the Establishment Clause of the First Amendment to the United States Constitution or Section 5, Article I of the Oregon Constitution, or be religion based.
 - g. The public charter school shall maintain an active enrollment of at least 25 students, unless the public charter school is providing educational services under a cooperative agreement entered into for the purpose of forming a partnership to provide educational services.
 - h. The public charter school may sue or be sued as a separate legal entity.
 - i. The public charter school may enter into contracts and may lease facilities and services from the district, education service district, state institution of higher education, other governmental unit or any person or legal entity.
 - j. The public charter school may not levy taxes or issue bonds under which the public incurs liability.
 - k. The public charter school may receive and accept gifts, grants and donations from any source for expenditure to carry out the lawful functions of the school.
 - l. The district shall offer a high school diploma, modified diploma, extended diploma, alternative certificate to any public charter school student located in the district who meets the district's and state's standards for a high school diploma, modified diploma, extended diploma, alternative certificate.
 - m. A high school diploma, modified diploma, extended diploma, alternative certificate issued by a public charter school shall grant to the holder the same rights and privileges as a high school diploma, modified diploma, extended diploma, alternative certificate issued by a nonchartered public school.
 - n. Upon application by the public charter school, the State Board of Education may grant a waiver of certain public charter school law provisions if the waiver promotes the development

of programs by providers, enhances the equitable access by underserved families to the public education of their choice, extends the equitable access to public support by all students or permits high quality programs of unusual cost. This waiver request must specify the reasons the public charter school is seeking the waiver and further requires the public charter school to notify the sponsor if a waiver is being considered.

6. Virtual Public Charter School Operation

a. In addition to the other requirements for a public charter school, a virtual public charter school must have:

- (1) A plan for academic achievement that addresses how the school will improve student learning and meet academic content standards required by ORS 329.045;
- (2) Performance criteria the school will use to measure the progress of the school in meeting the academic performance goals set by the school for its first five years of operation;
- (3) A plan for implementing the proposed education program of the school by directly and significantly involving parents and guardians of students enrolled in the school and involving the professional employees of the school;
- (4) A budget, business plan and governance plan for the operation of the school;
- (5) An agreement that the school will operate using an interactive, Internet-based technology platform that monitors and tracks student progress and attendance in conjunction with performing other student assessment functions;

~~(6) An agreement to employ only licensed teachers who are highly qualified as described in the Federal No Child Left Behind Act of 2001;~~

~~(7)~~(6) A plan that ensures:

- (a) All superintendents, assistant superintendents and principals of the schools are licensed by the TSPC to administrate; and
- (b) Teachers who are licensed to teach by the TSPC ~~and who are highly qualified as described in the federal No Child Left Behind Act of 2001~~ teach at least 95 percent of the school's instructional hours.

~~(8)~~(7) A plan for maintaining student records and school records, including financial records, at a designated central office of operations;

~~(9)~~(8) A plan to provide equitable access to the education program of the school by ensuring that each student enrolled in the school:

- (a) Has access to and use of a computer and printer equipment as needed;
- (b) Is offered an Internet service cost reimbursement arrangement under which the school reimburses the parent or guardian of the student, at a rate set by the school, for the costs of obtaining Internet service at the minimum connection speed required to effectively access the education program provided by the school; or
- (c) Has access to and use of computer and printer equipment and is offered Internet service cost reimbursement.

~~(10)~~(9) A plan to provide access to a computer and printer equipment and the Internet service cost reimbursement as described in (8) above by students enrolled in the school who are from families that qualify as low-income under Title I ~~of the federal Elementary and Secondary Education Act of 1965 (20 USC 6301 et seq)~~ ESSA;

- ~~(11)~~(10) A plan to conduct school-sponsored optional educational events at least six times each school year at locations selected to provide convenient access to all students in the school who want to participate;
- ~~(12)~~(11) A plan to conduct biweekly meetings between teachers and students enrolled in the school, either in person or through the use of conference calls or other technology;
- ~~(13)~~(12) A plan to provide opportunities for face-to-face meetings between teachers and students enrolled in the school at least six times each school year;
- ~~(14)~~(13) A plan to provide written notice to both the sponsoring district and the district in which the student resides upon enrollment or withdrawal for a reason other than graduation from high school:

- (a) If notice is provided due to enrollment, then the notice must include the student's name, age, address and school at which the student was formerly enrolled;
- (b) If notice is provided due to withdrawal for a reason other than graduation from high school, then notice must include the student's name, age, address, reason for withdrawal (if applicable) and the name of the school in which the student intends to enroll (if known).

- ~~(15)~~(14) An agreement to provide a student's education records to the student's resident school district or to the sponsor upon request of the resident school district or sponsor.

- b. The sponsor of a virtual public charter school or a member of the public may request access to any of the documents described in a. above.
- c. If a virtual public charter school or the sponsor of a virtual public charter school contracts with a for-profit entity to provide educational services through the virtual public charter school, the for-profit entity may not be the employer of any employees of the virtual public charter school.
- d. The following limitations apply:
 - (1) School board members of the virtual public charter school's sponsoring district may not be:
 - (a) An employee of the virtual public charter school;
 - (b) A member of the governing body of the virtual public charter school;
 - (c) An employee or other representative of any third-party entity with which the virtual public charter school has entered into a contract to provide educational services.
 - (2) Members of the governing body of the virtual public charter school may not be an employee of a third-party entity with which the virtual public charter school intends to enter or has entered into a contract to provide educational services;
 - (3) If a third-party entity contracts with a virtual public charter school to provide educational services to the school, then:
 - (a) No third-party entity's employee or governing board member may attend an executive session of the sponsoring district's school board;
 - (b) No virtual public charter school employee may promote the sale or benefits of private supplemental services or classes offered by the third-party entity;
 - (c) The educational services must be consistent with state standards and requirements;

- (d) The virtual public charter school must have on file the third-party entity's budget for the provision of educational services, including itemization of:
 - (i) The salaries of supervisory and management personnel and consultants who are providing educational or related services for a virtual public charter school in this state; and
 - (ii) The annual operating expenses and profit margin of the third-party entity for providing educational services to a virtual public charter school in this state.

7. Charter Agreement Review

- a. The public charter school shall report at least annually on the performance of the school and its students to the State Board of Education and the district.
- b. The Board or designee shall visit the public charter school at least annually to assure compliance with the terms and provisions of the charter.
- c. The public charter school shall be audited annually in accordance with the Municipal Audit Law. After the audit, the public charter school shall forward a copy of the audit to ODE and the following to the sponsoring district:
 - (1) A copy of the annual audit;
 - (2) Any statements from the public charter school that show the results of operations and transactions affecting the financial status of the charter school during the preceding annual audit period for the school; and
 - (3) Any balance sheet containing a summary of the assets and liabilities of the public charter school and related operating budget documents as of the closing date of the preceding annual audit period for the school.
- d. The sponsoring district may request at any time an acknowledgment from each member of the public charter school governing body that the member understands the standards of conduct and liabilities of a director of a nonprofit organization.
- e. The public charter school shall submit to the Board quarterly financial statements that reflect the school's financial operations. The report shall include, but not be limited to, revenues, expenditures, loans and investments.

8. Charter School Renewal

- a. The first renewal of a charter shall be for the same time period as the initial charter. Subsequent renewals of a charter shall be for a minimum of five years but may not exceed 10 years.
- b. The Board and the public charter school shall follow the timeline listed below, unless a different timeline has been agreed upon by the Board and the public charter school:
 - (1) The public charter school shall submit a written renewal request to the Board for consideration at least 180 days prior to the expiration of the charter;
 - (2) Within 45 days after receiving a written renewal request from a public charter school, the Board shall hold a public hearing regarding the renewal request;
 - (3) Within 30 days after the public hearing, the Board shall approve the charter renewal or state in writing the reasons for denying charter renewal;
 - (4) If the Board approves the charter renewal, the Board and the public charter school shall negotiate a new charter within 90 days unless the Board and the public charter school

- agree to an extension of the time period. Notwithstanding the time period specified in the charter, an expiring charter shall remain in effect until a new charter is negotiated;
- (5) If the Board does not renew the charter, the public charter school may address the reasons stated for denial of the renewal and any remedial measures suggested by the Board and submit a revised request for renewal to the Board;
 - (6) If the Board does not renew the charter based on the revised request for renewal or the parties do not negotiate a charter contract within the timeline established in this policy, the public charter school may appeal the Board's decision to the State Board of Education for a review of whether the Board used the process required by Oregon law in denying the charter renewal.
 - (a) If the State Board of Education finds that the Board used the appropriate process in denying the request for renewal, it shall affirm the decision of the Board. A public charter may seek judicial review of this order.
 - (b) If the State Board of Education finds that the Board did not use the appropriate process in denying the request for renewal, it shall order the Board to reconsider the request for renewal. If after reconsideration the Board does not renew the charter, the public charter school may seek judicial review of the Board's decision.
 - (7) The Board shall base the charter renewal decision on a good faith evaluation of whether the public charter school:
 - (a) Is in compliance with all applicable state and federal laws;
 - (b) Is in compliance with the charter of the public charter school;
 - (c) Is meeting or working toward meeting the student performance goals and agreements specified in the charter or any other written agreements between the Board and the public charter school;
 - (d) Is fiscally stable and used the sound financial management system described in the proposal submitted under ORS 338.045 and incorporated into the written charter agreement; and
 - (e) Is in compliance with any renewal criteria specified in the charter of the public charter school.
 - (8) The Board shall base the renewal evaluation described above primarily on a review of the public charter school's annual performance reports, annual audit of accounts and annual site visit and review and any other information mutually agreed upon by the public charter school and the Board;
 - (9) For purposes of this section, the phrase "good faith evaluation" means an evaluation of all criteria required by this section resulting in a conclusion that a reasonable person would come to who is informed of the law and the facts before that person.

9. Charter School Termination

- a. The public charter school may be terminated by the Board for any of the following reasons:
 - (1) Failure to meet the terms of an approved charter agreement or any requirement of ORS Chapter 338 unless waived by the State Board of Education;
 - (2) Failure to meet the requirements for student performance as outlined in the charter agreement;
 - (3) Failure to correct a violation of federal or state law;
 - (4) Failure to maintain insurance;
 - (5) Failure to maintain financial stability;
 - (6) Failure to maintain, for two or more consecutive years, a sound financial management system described in the proposal submitted under ORS 338.045 and incorporated into the written charter under ORS 338.065;
 - (7) Failure to maintain the health and safety of the students.
- b. If a charter school is terminated by the Board for any reason listed in sections a. (1) through a. (6), the following shall occur:
 - (1) The district shall give the public charter school a 60-day written notification of its decision;
 - (2) If the grounds for termination include failure to maintain financial stability or failure to maintain a sound financial management system, the sponsor and the public charter school may agree to develop a plan to correct deficiencies. The plan to correct deficiencies will follow the process as per ORS 338.105;
 - (3) The district shall state the grounds for termination and deliver notification to the business office of the public charter school;
 - (4) The public charter school may request a hearing by the district. The request must be made in writing and delivered to the business address of the sponsor;
 - (5) Within 30 days of receiving the request for a hearing, the sponsor must provide the public charter school with the opportunity for a hearing on the proposed termination;
 - (6) The public charter school may appeal the decision to terminate to the State Board of Education;
 - (7) If the public charter school appeals the decision to terminate to the State Board of Education, the public charter school will remain open until the State Board issues its final order;
 - (8) If the State Board's final order upholds the decision to terminate and at least 60 days have passed since the notice of intent to terminate was received by the public charter school, the district's sponsorship of the public charter school will terminate;
 - (9) The final order of the State Board may be appealed under the provision of ORS 183.484;
 - (10) Throughout the ORS 183.484 judicial appeals process the public charter school shall remain closed;
 - (11) If terminated or dissolved, assets of the public charter school purchased by the public charter school with public funds, shall be given to the State Board of Education.

- c. If the public charter school is terminated by the Board for any reason related to student health or safety as provided in section a. (7), the following shall occur:
- (1) If the district reasonably believes that a public charter school is endangering the health or safety of the students enrolled in the public charter school, the district may act to immediately terminate the approved charter and close the public charter school without providing the notice required in section b. (1);
 - (2) A public charter school closed due to health or safety concerns may request a hearing by the sponsor. Such a request must be made in writing and delivered to the business address of the district;
 - (3) Within 10 days of receiving the request for a hearing, the district must provide the public charter school with the opportunity for a hearing on the termination;
 - (4) If the district acts to terminate the charter following the hearing, the public charter school may appeal the decision to the State Board of Education;
 - (5) The State Board will hold a hearing on the appeal within 10 days of receiving the request;
 - (6) The public charter school will remain closed during the appeal process unless the State Board orders the district not to terminate and to re-open the public charter school; and
 - (7) The final order of the State Board may be appealed under the provisions of ORS 183.484.
- d. If the public charter school is terminated, closed or dissolved by the governing body of the public charter school, it shall be done only at the end of a semester and with 180 days' notice to the district, unless the health and safety of the students are in jeopardy. Such notice must be made in writing and be delivered to the business address of the sponsor.
- (1) Assets of a terminated, closed or dissolved public charter school that were obtained with grant funds will be dispersed according to the terms of the grant. If the grant is absent any reference to ownership or distribution of assets of a terminated, closed or dissolved public charter school, all assets will be given to the State Board of Education for disposal.

10. District Immunity

The district, members of the Board and employees of the district are immune from civil liability with respect to the public charter school's activities.

Lebanon Community Schools

Code: **EEA**
Adopted: 11/3/08
Readopted: 5/6/10, 4/19/12, 11/15/12,
12/18/14
Orig. Code(s):EEA

Student Transportation Services *

School transportation services will be provided for students to and from school and for transporting students to and from curricular and extracurricular activities sponsored by the district transporting from one school or facility to another school-sponsored field trips that are extensions of classroom learning experiences. Transportation will be provided for homeless students to and from the student's school of origin¹ as required by the ~~No Child Left Behind Act of 2001 (NCLBA)~~ Every Student Succeeds Acts of 2015 (ESSA). These services shall be provided throughout the regularly scheduled year and during the regular school day as determined by the Assistant Superintendent of Operations.

Elementary students in grades K-5 who live more than one mile from school will be transported. Secondary students in grades 6-12 who live more than one and one-half miles from school will be transported. Mileage exceptions for health, safety or disability will be made in accordance with the district's approved supplemental plan.

OR

Students living within specified attendance boundaries shall receive transportation services to their respective schools. In addition, students, including those receiving special education, may be eligible for transportation for health or safety reasons.

Miles from school will be determined by the Assistant Superintendent of Operations in accordance with Oregon Administrative Rule (OAR) 581-023-0040 (1)(c).

The district may use Type 10 School Activity Vehicles to transport students from home to school, school to home and from district-sponsored activities.

The district may also provide transportation using federal funds² or through cooperative agreements with local victims assistance units for a student to attend a safe district school³ out of the student's attendance

¹"School of origin" means the school that ~~the~~a student attended when permanently housed or the school in which the student was last enrolled. When the student has completed the final grade served by the school of origin, the term "school of origin" shall include the designated receiving school at the next grade level for all feeder schools.

²"Federal funds" means funds available through Title IV, Part A, and Title V, Part A.

³If there is not another school in the district to which students can transfer, districts are encouraged, but not required, to explore other appropriate options, i.e., an agreement with a neighboring district.

area for any student who is a victim of a violent criminal offense occurring in or on the grounds of the school the student attends or the student attends a school identified as persistently dangerous.

If there are no other schools within the district a student may transfer to, the district may establish a cooperative agreement with other districts in the area for a transfer. Transportation for students who transfer for such purposes will be provided in accordance with the agreement.

Students attending any private, parochial or public charter school under the compulsory school attendance laws will, where the private, parochial or public charter school is along or near the bus route, be provided equally the riding privileges given to public school students.

Preschool students with disabilities who have transportation as a related service and children from birth to age three who are enrolled in an eligible program shall be provided home to school transportation.

A seat that fully supports each person and meets the minimum standards and specifications of law will be provided at all times. A person who weighs 40 pounds or less must be properly secured with a child safety system that meets the minimum standards and specifications established by the Oregon Department of Transportation under [Oregon Revised Statute \(ORS\) 815.055](#). A person over 40 pounds or who has reached the upper weight limit for the forward-facing car seat must use a booster seat until he/she is four feet nine inches tall or age eight and the adult belt properly fits.⁴ A person who is taller than four feet nine inches or eight years of age or older must be properly secured with a safety belt or harness that meets the requirements under ORS 815.055. In accordance with ORS 811.210 and 811.215 vehicles in excess of 10,000 pounds used for student transportation are exempt from statutory requirements unless they have been equipped with lap belts. Vehicles in excess of 10,000 pounds that have been equipped with lap belts must meet child car seat requirements as set forth in law.

School buses carrying students will be considered extensions of the school experience. All students using school transportation will abide by the code of conduct posted in each school bus or school activity vehicle. Violations of such code, as well as other conduct which is improper or which jeopardizes the safety of self or others, will be reported by the school bus/activity driver to the Transportation Office. The Transportation Office Manager will, as soon as possible, inform the appropriate principal of such occurrence. Violators may be denied use of transportation for a period of time as deemed proper by the Assistant Superintendent of Operations.

The principal or designee shall ensure transportation officials and drivers receive notification of students having special medical or behavioral protocols identified in student records.

Appropriate training related to specific protocols, including confidentiality requirements, will be provided to drivers.

The school bus/activity driver will be responsible for the school bus or vehicle at all times from departure until return. The driver will not participate in any activities that might impair his/her driving abilities.

⁴“Proper fit” means the lap belt of the safety belt or safety harness is positioned low across the thighs and the shoulder belt is positioned over the collarbone and away from the neck.

Aides or assistants that ride a school bus shall receive training on emergency procedures and their role in the safe transportation of all students on the bus.

The district will comply with all state and federal laws and regulations pertaining to school bus transportation.

END OF POLICY

Legal Reference(s):

ORS 327.006	OAR 581-023-0040
ORS 327.033	OAR 581-053-0002
ORS 327.043	OAR 581-053-0003
ORS 332.405	OAR 581-053-0004
ORS 332.415	OAR 581-053-0010
ORS 339.240 to-339.250	OAR 581-053-0031
ORS 343.155 to-343.246	OAR 581-053-0040
ORS 343.533	OAR 581-053-0053
ORS 343.155 to-343.243	OAR 581-053-0060
ORS 811.210	OAR 581-053-0070
ORS 811.215	OAR 581-053-0210
ORS 815.055	OAR 581-053-0220
ORS 815.080	OAR 581-053-0230
ORS 820.100 to-820.190	OAR 581-053-0240
OAR 581-021-0050 to-0075	OAR 735-102-0010
OAR 581-022-1530	

~~No Child Left Behind Act of 2001~~[Every Student Succeeds Acts of 2015](#), 20 U.S.C. §§ 6315, 7912 [\(2015\)](#).
~~Elementary and Secondary Education Act (ESEA) Flexibility Waiver, July 18, 2012.~~
McKinney-Vento Homeless ~~Education~~ Assistance ~~Improvements~~ Act ~~of 2001~~, 42 U.S.C. §§ 11431-11435 [\(20052015\)](#).

~~R10/23/146/27/17~~[PHRS](#)

Lebanon Community Schools

Code: **GDA**
Adopted:
Orig. Code(s): GDA

NEW

Instructional Assistants

Instructional assistants shall be hired by the superintendent or designee.

All instructional assistants must:

1. Have a high school diploma or the equivalent;
2. Be at least 18 years of age or older; and
3. Have standards of moral character as required of teachers.

In addition to the above, instructional assistants providing translation services must have demonstrated proficiency and fluency, knowledge of and ability to provide accurate translations from a language other than English into English and from English into another language.

Instructional assistants¹ who work in Title IA programs and provide instructional support must have:

1. Completed at least two years of study at an institution of higher education; or
2. Obtained an associate's or higher degree; or
3. Met a rigorous standard of quality, and can demonstrate, through a formal state or local academic assessment or para-professional certificate program, knowledge of, and the ability to assist in instructing, as appropriate, reading/language arts, writing and mathematics or reading readiness, writing readiness and mathematics readiness.

The district will not require individuals newly hired as Title IA instructional assistants who have met another district's academic assessment to meet the district's academic assessment standards.

¹Instructional assistants may be assigned to: (1) provide one-on-one tutoring for eligible students, if the tutoring is scheduled at a time when a student would not otherwise receive instruction from a teacher; (2) assist with classroom management, such as organizing instructional and other materials; (3) provide assistance in a computer laboratory; (4) conduct parental involvement activities; (5) provide support in a library or media center; (6) act as a translator; or (7) provide instructional services to students while working under the direct supervision of a teacher. Instructional assistants may assume limited duties that are assigned to similar personnel who are not working in a program supported with Title IA funds, including duties beyond classroom instruction or that do not benefit participating children, so long as the amount of time spent on such duties is the same proportion of total work time as prevails with respect to similar personnel at the same school.

These requirements do not apply to an instructional assistant: (1) who is proficient in English and a language other than English and who provides services primarily to enhance the participation of children in Title IA programs by acting as a translator; or (2) whose duties consist solely of conducting parental involvement activities.

The general responsibilities of an instructional assistant shall be outlined in a job description. The major responsibility shall be to assist the classroom teacher, specialist or supervisor with instruction. The instructional assistants shall be under the supervision of the appropriately licensed classroom teachers, specialist or supervisor. Other supporting tasks may include, but are not limited to: clerical support, student control, personal care, translation or parent and family involvement activities and media center or computer laboratory support.

Instructional assistants shall not be used by the district or teacher as substitute teachers. The responsibility for classroom supervision remains with the teacher at all times.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

[ORS 332.505](#)

[ORS 342.120](#)

[OAR 581-022-1710\(2\)](#)

[OAR 581-037-0005 to -0025](#)

[OAR 584-005-0005\(27\), \(41\)](#)

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212.

Title II of the Genetic Information Nondiscrimination Act of 2008.

Section 503 of the Rehabilitation Act of 1973.

6/27/17 | PH

Lebanon Community Schools

Code: **IGBAC**
Adopted: 8/6/09
Readopted: 12/16/10
Orig. Code(s): IGBAC

Special Education - Personnel

Consistent with Teacher Standards and Practices Commission (TSPC) requirements, the district's personnel are appropriately and adequately prepared to implement special education and related services, and have the content knowledge and skills to serve children with disabilities.

The district takes measurable steps to recruit, hire, train and retrain ~~highly-qualified~~ personnel, who are appropriately licensed and endorsed by TSPC, to provide special education and related services to children with disabilities.

The district's plan for providing personnel development programs in the district is found in Board policy GCL – Staff Development - Licensed.

END OF POLICY

Legal Reference(s):

OAR 584-220-0180
OAR 584-220-0185

Individuals with Disabilities Education Act [20 U.S.C. § 1412 (a)(14)(D) and] 20 U.S.C. § 1413 (a)(3).
Assistance to States for the Education of Children with Disabilities [34 C.F.R. § 300.156 (d) and] 34 C.F.R. § 300.207

R6/27/17 | RS

Lebanon Community Schools

Code: **IGBAK**
Adopted: 3/3/08
Readopted: 12/16/10
Orig. Code(s): IGBAK

Special Education - Public Availability of State Application

The superintendent will be responsible for ensuring that all documents relating to the district's eligibility for funds under Part B of the Individuals with Disabilities Education Act (IDEA) are available to parents of children with disabilities and to the general public for inspection, review and comment.

1. In complying with this requirement the district does not release or make public personally identifiable information.
2. Information available for public review includes, but is not limited to:
 - a. How the district implements policies, procedures and programs for special education consistent with state and federal requirements;
 - b. Performance of students with disabilities on statewide assessments;
 - c. Results of the state's general supervision and monitoring of district programs for special education, including the timeliness and accuracy of required data submissions;
 - d. District achievement of performance targets established in the State Performance Plan (SPP);
 - e. Financial information related to revenue and expenditures for students with disabilities, including but not limited to, district information about:
 - (1) ~~Identifying the Ex~~cess costs of educating students with disabilities;
 - (2) Maintaining ~~the~~ financial support for programs and services for students with disabilities (maintenance of effort of MOE); and
 - (3) ~~Describing available S~~choolwide programs under Title I of the Elementary and Secondary Education Act (ESEA) or ~~No Child Left Behind (NCLB)~~ the Every Students Succeeds Act of 2015 (ESSA);
 - (4) ~~Documenting the A~~nnual district application for IDEA funds; and
 - (5) ~~Reporting of O~~fficial audits ~~reports~~, complaints and due process hearings.
 - f. District dispute resolution information, including the resolution of state complaints and due process hearings.

END OF POLICY

Legal Reference(s):

State-Administered Programs, 34 C.F.R. § 76.304 (2006).
Assistance to States for the Education of Children with Disabilities, 34 C.F.R. § 34 C.F.R. 300.212 (2006).
Every Student Succeeds Act of 2015, 20 U.S.C. § 1114.

R6/27/17 | PH

Lebanon Community Schools

Code: **IGBC**
Adopted: 8/04/03
Readopted: 12/16/10
Orig. Code(s): IGBC

Title IA/Parental and Family Involvement

The Board recognizes that parental and family involvement is vital to achieve maximum educational growth for students participating in the district's Title IA program. Therefore, in compliance with federal law and the Oregon Department of Education guidelines, the district shall meet with parents and family to provide information regarding their school's participation in the Title IA program and its requirements.

The Board directs the superintendent to ensure that each of the district's schools participating in the Title IA program meets s annually. Parents and family of participating students shall be informed of their right to be involved in the development of the district's parental ~~involvement and family engagement~~ policy, overall district Title IA plan and school-parent compacts.

~~The district shall, to the extent practicable, provide full opportunities for the participation of parents with limited English proficiency, parents with disabilities, parents of homeless students and parents of migratory students. Information and school reports will be provided in a format and language parents understand.~~

In cooperation with parents and family, the district's policy, plan and compact shall be reviewed annually and updated periodically to meet the changing needs of parents and the schools, and distributed to parents of participating students in an understandable and uniform format and, to the extent practicable, in a language the parents can understand.

The superintendent shall ensure equivalence among schools in teachers, administration and other staff, and in the provisions of curriculum materials and instructional supplies.

The superintendent shall develop administrative regulations, as necessary, to implement this policy and meet the requirements of law.

END OF POLICY

Legal Reference(s):

[ORS 343.650](#)
[ORS 343.660](#)
~~[OAR 581-015-0750](#)~~ [OAR 581-037-0005 to -0025](#)

~~No Child Left Behind Act of 2001, 20 U.S.C. §§ 6311-6322 (2006).~~
~~Every Student Succeeds Act of 2015, 20 U.S.C. §§ 6312, 6318.~~

R6/27/17 | PH

Lebanon Community Schools

Code: IGBHE
Adopted: 8/4/08
Readopted: 12/16/10, 12/15/11

Expanded Options Program

The Board is committed to providing additional options to students enrolled in grades 11 and 12 to continue or complete their education, to earn concurrent high school and college credits and to gain early entry into post-secondary education. The district's Expanded Options Program will comply with all requirements of Oregon law (ORS 340) and give priority status to "at-risk" students.

Eligible Students

Eligible students may apply to take courses at an eligible post-secondary institution through the Expanded Options Program. A student is eligible for the Expanded Options Program if he/she:

- (1) ~~is~~ 16 years of age or older at the time of enrollment in a course under the Expanded Options Program;
- (2) ~~is~~ in grade 11 or 12 or has not yet completed the required credits for grade 11 or 12, but the district has allowed the student to participate in the program;
- (3) ~~h~~Has developed an educational learning plan; and
- (4) ~~h~~Has not successfully completed the requirements for a high school diploma. A student who has graduated from high school may not participate.

Student Notification

Prior to February 15 of each year, the district shall notify all high school students and the students' parents of the Expanded Options Program for the following school year. The district will notify a transfer high school student, or a returning dropout, of the Expanded Options Program if the student enrolls after the district has issued the February 15 notice. The district will notify a high school student who has officially expressed an intent to participate in the Expanded Options Program, and the student's parent or guardian, of the student's eligibility status within 20 business days of the expression of intent.

It is a priority for the district to provide information about the Expanded Options Program to high school students who have dropped out of school. The district shall establish a process to identify and provide those students with information about the program. The district shall send information about the program to the last-known address of the family of the student.

The notice must include the following:

1. The definitions below:

- a. **"Eligible Students"**: ~~A~~a student who is enrolled in an Oregon public school and who ~~is~~:
 - (1) Is 16 years or older at the time of enrollment in a course under the Expanded Options Program;
 - (2) Is in grade 11 or 12 or has not yet completed the required credits for grade 11 or 12, but the district has allowed the student to participate in the program;
 - (3) Has developed an educational learning plan as described in this policy; and

- (4) Has not successfully completed the requirements for a high school diploma.

An eligible student who has completed course requirements for graduation but has not received a diploma, may participate.

An eligible student does not include a foreign exchange student enrolled in a school under a cultural exchange program;

- b. **“Eligible Post-Secondary Institution”:** A community college, a state institution of higher education listed in Oregon Revised Statute (ORS) 352.002 and the Oregon Health and Science University;
- c. **“Eligible Post-Secondary Course”:** Any nonsectarian course or program offered through an eligible post-secondary institution if the course or program may lead to high school completion, a certificate, professional certification, associate degree or baccalaureate degree.

 An eligible post-secondary course does not include a duplicate course offered at the student’s resident school. Eligible post-secondary courses include academic and professional technical courses and distance education courses.

2. Purposes of the Expanded Options Program which include the following:

- a. To create a seamless education system for students enrolled in grades 11 and 12 to:
 - (1) Have additional options to continue or complete their education;
 - (2) Earn concurrent high school and college credits; and
 - (3) Gain early entry into post-secondary education.
- b. To promote and support existing accelerated college credit programs and to support the development of new programs that are unique to a community’s secondary and post-secondary relationships and resources;
- c. To allow eligible students who participate in the Expanded Options Program to enroll full-time or part-time in an eligible post-secondary institution; and
- d. To provide public funding to the eligible post-secondary institutions for educational services to eligible students to offset the cost of tuition, fees, textbooks, equipment and materials for students who participate in the Expanded Options Program; and
- e. To increase the number of at-risk students earning college credits or preparing to enroll in an eligible post-secondary institution.

3. Financial arrangements for tuition, textbooks, equipment and materials;

4. Available transportation services;

5. The effect of enrolling in the Expanded Options Program on the student’s ability to complete high school graduation requirements;

6. The consequences of failing or not completing a post-secondary course;

7. Notification that participation in the Expanded Options Program is contingent on acceptance by an eligible post-secondary institution;

8. District time lines affecting student eligibility and duplicate course determinations;
9. The following information about eligibility for the Expanded Options Program:
 - a. Eligible students may not enroll in eligible post-secondary courses for more than the equivalent of two academic years, and eligible students who first enroll in grade 12 may not enroll in eligible post-secondary courses for more than the equivalent of one academic year;
 - b. A student who has completed the requirements for a high school diploma may not participate in the Expanded Options Program.
10. Notice(s) of any other program(s), agreements(s) or plan(s) in effect that provides access for public high school students to post-secondary courses;
11. The district's responsibility for providing any required special education and related services to the student;
12. The number of quarter credit hours that may be awarded each school year to eligible students by the resident high school;
13. The Board's process for selecting eligible students to participate in the Expanded Options Program if the district has not chosen to exceed the credit hour cap and has more eligible students who wish to participate than are allowed by the cap;
14. Information about program participation priority for at-risk students;
15. Exclusion of duplicate courses as determined by the district;
16. The process for a student to appeal the district's duplicate course determination to the Superintendent of Public Instruction or the Superintendent's designee;
17. Exclusion of post-secondary courses in which a student is enrolled if the student is also enrolled full time in the resident ~~secondary-high~~ school; and
18. Exclusion of foreign exchange students enrolled in a school under a cultural exchange program.

~~It is a priority for the district to provide information about the Expanded Options Program to high school students who have dropped out of school. The district shall establish a process to identify and provide those students with information about the program. The district shall send information about the program to the last known address of the family of the student.~~

Enrollment Process

Prior to May 15 of each year, a student who is interested in participating in the Expanded Options Program shall notify the district of his/her intent to enroll in post-secondary courses during the following school year. A high school transfer student or returning dropout has 20 business days from the date of enrollment to indicate interest.

The district shall review with the student and the student's parent the student's current status toward meeting all state and district graduation requirements and the applicability of the proposed post-secondary course to the remaining graduation requirements.

A student who intends to participate in the Expanded Options Program shall develop an educational learning plan in cooperation with an advisory support team. An advisory support team may include the student, the student's parent and a teacher or a counselor. The educational learning plan may include:

1. The student's short-term and long-term learning goals and proposed activities; and
2. The relationship of the post-secondary courses proposed under the Expanded Options Program and the student's learning goals.

A student who enrolls in the Expanded Options Program may not enroll in post-secondary courses for more than the equivalent of two academic years. A student who first enrolls in the Expanded Options Program in grade 12 may not enroll in post-secondary courses for more than the equivalent of one academic year. If a student first enrolls in a post-secondary course in the middle of the school year, the time of participation shall be reduced proportionately. If a student is enrolled in a year-round program and begins each grade in the summer session, summer sessions are not counted against the time of participation.

Duplicate Courses

The district will establish a process to determine duplicate course designations. The district will notify an eligible student and the student's parent or guardian of any course the student wishes to take that the district determines is a duplicate course, within 20 business days after the student has submitted a list of intended courses.

A student may appeal a duplicate course determination to the Board based on evidence of the scope of the course. The scope of the course refers to the depth and breadth of course content as evidenced through a planned course statement, including content outlines, applicable state content standards, course goals and student outcomes. The ~~{Board}~~ ~~{Board's designee}~~ will issue a decision on the appeal within 30 business days of receipt of the appeal. If the appeal is denied by the Board, the student may appeal the district's determination to the Superintendent of Public Instruction.

Expanded Options Program Annual Credit Hour Cap

The number of quarter credit hours that may be awarded by a high school under the Expanded Options Program is limited to an amount equal to the number of students in grades 9 through 12 enrolled in the high school multiplied by a factor of 0.33. For example, the cap for a high school with 450 students in grades 9 through 12 would be 148.5 ($450 \times 0.33 = 148.5$). (The caps must be established separately for each high school.)

At the district's discretion, the district may choose to exceed both the individual high school level cap and the aggregate district level cap. If the district has more eligible students than are allowed under the credit hour cap the district shall establish a process for selecting eligible students for participation in the program. The process will give priority for participation to students who are "at risk." An "at-risk student" means: (1) a student who qualifies for a free or reduced price lunch program; or (2) an at-risk student as defined by rules adopted by the State Board of Education ~~if it has adopted rules to define an at-~~

~~risk student~~. An “at-risk” student includes a student who meets state or federal thresholds for poverty as indicated by eligibility for services under any of the following provisions of the ~~No Child Left Behind Act~~Every Student Succeeds Act of 2015 (ESSA): (1) Title I - Improving Academic Achievement of the Disadvantaged, Part A - Improving Basic Programs Operated by Local Educational Agencies; (2) Title I, Part C - Education of Migratory Children; (3) Title I, Part D - Prevention and Intervention Programs for Children and Youth Who are Neglected, Delinquent, or At-Risk; (4) Title III - Language Instruction for Limited English Proficient and Immigrant Students; and (5) and Title ~~IX-A - Repeals, Redesignations, and Amendments to Other Statutes, Part C~~ - Education of Homeless Children and Youth Program (amending subtitle B of title VII of the McKinney-Vento Homeless Educational Assistance Act).

If the district has not exceeded the credit hour cap, the district shall ensure that all eligible at-risk students are allowed to participate in the Expanded Options Program and may allow eligible students who are not at-risk to participate in the program.

Post-Secondary Institution Credit

Prior to beginning a post-secondary course, the district shall notify the student of the number and type of credits that the student will be granted upon successful completion of the course. If there is a dispute between the district and student regarding the number or type of credits that the district will or has granted to a student for a particular course, the student may appeal the district’s decision using an appeals process adopted by the Board.

Credits granted to a student shall be counted toward high school graduation requirements and subject area requirements of the state and the district. Evidence of successful completion of each course and credits granted shall be included in the student’s education record. A student shall provide the district with a copy of the student’s grade in each course taken for credit under the Expanded Options Program. The student’s education record shall indicate that the credits were earned at a post-secondary institution.

Financial Agreement

The district shall negotiate in good faith a financial agreement with the eligible post-secondary institution for the payment of actual instructional costs associated with the student’s enrollment, including tuition and fees and the costs of textbooks, equipment and materials.

A district may request a waiver from the Superintendent of Public Instruction if:

1. Compliance would adversely impact the finances of the district; or
2. ~~The district offers dual credit technical preparation programs (i.e. two-plus-two programs, advanced placement or International Baccalaureate programs).~~ Programs offered by the district (i.e., Dual Credit, Sponsored-Based Dual Credit, Assessment-Based Dual Credit, Articulated Career Technical Education (CTE) courses, two-plus-two programs, Advanced Placement (AP), International Baccalaureate Programs or other locally developed program that offers Accelerated College Credit to their respective high school student).

Student Reimbursement

Students are not eligible for any state student financial aid for college course work, but students may apply to the district for reimbursement for any textbooks, fees, equipment or materials purchased by the student

that are required for a post-secondary course. All textbooks, fees, equipment and materials provided to a student and paid for by the district are the property of the district.

Transportation Services

The district may provide transportation services to eligible students who attend post-secondary institutions within the education service district boundaries of which the district is a component district.

Special Education Services

The district of a student participating in the Expanded Options Program shall be responsible for providing any required special education and related services to the student. "Related services" includes transportation and such developmental, corrective and other supportive services as are required to assist a student with a disability to benefit from special education and is consistent with Oregon administrative rules on special education. "Special education" means specifically designed instruction consistent with Oregon administrative rules to meet the unique needs of a student with a disability by adapting, as appropriate, the content, methodology, or delivery of instruction to address the unique needs of the student that result from the student's disability and to ensure access of the student to the general curriculum. If a post-secondary institution intends to provide special education and related services to an Expanded Options Program participant, the institution shall enter into a written contract with the district of the student. The contract shall include the following at a minimum:

1. Allowance for the student to remain in the program during the pendency of any special education due process hearing unless the parents and district agree otherwise;
2. Immediate notification to the district if the institution suspects that a student participating in the program may have a disability and requires special education or related services;
3. Immediate notification to the district if the student engaged in conduct that may lead to suspension or expulsion; and
4. Immediate notification to the district of any complaint made by the parents of the student regarding the student's participation in the program at the institution.

District Alternative Programs

The Expanded Options Program does not affect any program, agreement or plan that existed on January 1, 2006 between the district and a post-secondary institution, which has been continued or renewed.

Any new program, agreement or plan that is developed after January 1, 2006 may be initiated at the discretion of the district and the post-secondary institution.

END OF POLICY

Legal Reference(s):

~~ORS 329.035~~
[ORS 329.485](#)
[ORS 332.072](#)

[ORS 336.615 - 336.665](#)

~~[ORS Chapter 340](#)~~

[OAR 581-022-1363 to-1373](#)

[Every Student Succeeds Act of 2015, 20 U.S.C. § 1111-1605; § 3111-3203.](#)

[McKinney-Vento Homeless Assistance Act, Subtitle VII-B, reauthorized by Title IX-A of the Every Student Succeeds Act, 42 U.S.C. §§ 11431-11435 \(2015\).](#)

~~[HR 9/29/14/6/27/17](#)~~ | ~~[RSPH](#)~~

Lebanon Community Schools

Code: **IGBI**
Adopted: 6/15/98
Readopted: 12/16/10
Orig. Code(s): IGBI

English Language Learner Education

Students whose primary languages are languages other than English will be provided appropriate assistance until they are able to use English in a manner that allows effective, relevant participation in regular classroom instruction.

Parents who are not able to use English in a manner that allows effective, relevant participation in educational planning for their student will be provided with relevant written, verbal or signed communication in a language they can understand as practicable.

END OF POLICY

Legal Reference(s):

[ORS 329.465](#)
[ORS 336.074](#)
[ORS 336.079](#)
[OAR 581-021-0046](#)
[OAR 581-022-1140](#)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2006).

~~No Child Left Behind Act of 2001~~ Every Student Succeeds Act of 2015, 20 U.S.C. §§ 6810-7014 (~~2006~~ 2015).

R6/27/17 | PH

Lebanon Community Schools

Code: **IGCA**
Adopted: 6/9/16

Post-Graduate Scholar Program*

The district will provide a Post-Graduate Scholar program for students in the district via the Beyond LHS program. A “post-graduate scholar” means a student who has: been in grades 9 through 12 for more than a total of four school years; and satisfied the requirements for a high school diploma as provided by law. The Post-Graduate Scholar program may allow post-graduate scholars to: enroll in courses at a community college that are part of an approved course of study in the post-graduate scholar program in the district, in order to gain a certificate or diploma; enroll in the approved program courses of study for one school year after the post-graduate scholar has satisfied the requirements for a high school diploma in the district; and have the district pay the costs for such approved course of study, including tuition, fees and books.

Program Qualifications

A post-graduate scholar qualifies to participate in the program if the post-graduate scholar:

1. Has completed and submitted the Free Application for Federal Student Aid (FAFSA);
2. Has completed and submitted the Oregon Promise Application;
3. Is not eligible for a grant under the Oregon Promise Program because of failure to earn the minimum cumulative grade point average, or submitted a complete application for a grant under the Oregon Promise program by the established deadline but did not receive a grant;
4. Is not eligible for a federal aid grant that is equal to or more than the average cost of tuition and fees at a community college, as determined by the U.S. Department of Education after Consultation with the Executive Director of the Office of Student Access and Completion; and
5. Retains a legal residence within the boundaries of the district through which the post-graduate scholar satisfied the requirements for a high school diploma.

The district establishes the following additional requirements:

6. A minimum high school GPA of 1.50;
7. An 80 percent attendance at community college courses; and
8. Regular in-person meetings with Beyond LHS staff to monitor progress held at least twice each month.

Program Goals

The goals of the program include:

9. Increasing the high school graduation rate for underserved students to 80 percent; and,
10. Increasing the percent of students from the district attending a postsecondary education institute.

The Beyond LHS program administrator will monitor program information at the end of each grading term and measure results at the end of each year. These results will be presented to the Board upon request.

11. The district approves the following courses of study for the program.

Courses that meet the requirements for;

- (1) Associate of Arts Oregon Transfer (AAOT);
- (2) Associate of Applied Science (AAS). Students must declare a program of study focus.
- (3) Associate of Science (AS) Students must declare a program of study focus.
- (4) Approved Certificate Programs.

Other District Requirements

The district has entered into a written agreement with Linn Benton Community College.

The district will provide dedicated staff via the Beyond LHS program to provide support services to post-graduate scholars, including regular in-person meetings to monitor student progress that occur at least twice each month.

The district will ensure that a majority of the students from the district who are enrolled in courses at a community college meet at least one of the following criteria:

1. Is not a post-graduate scholar;
2. Has a modified or expanded diploma or a General Educational Development (GED) certificate;
3. Was enrolled in an alternative high school program within the preceding 12 months;
4. Is, or will be, a first-generational graduate of high schools;
5. Is, or has been, a child in a foster home;
6. Is, or has been, placed in a facility or an education program by a court;
7. Is homeless;
8. Is a parent; or

9. Was identified as eligible for free or reduced price lunches within the preceding 12 months.

A district may receive or expend moneys distributed from the State School fund for post-graduate scholars who enroll in courses at a community college, only if the post-graduate scholars are enrolled in the courses as part of a program established under this section. The post-graduate scholar will not be required to accept or use any federal grant moneys to offset costs of tuition, fees or books incurred by the post-graduate scholar at the community college.

The district will provide transportation service in existing bus routes to post-graduate scholars, and is not required to alter existing bus routes to provide such transportation.

END OF POLICY

Legal Reference(s):

[ORS 327.006 to -327.133](#)

[ORS 329.451](#)

[ORS 332.405](#)

[ORS 339.250](#)

[~~ORS 811.210~~](#)

[~~ORS 811.215~~](#)

[~~OAR 581-021-0576 to -0579~~](#)

[~~No Child Left Behind Act of 2001, 20 U.S.C. §§ 6315, 7912.~~](#)

[~~Elementary and Secondary Education Act \(ESEA\) Flexibility Waiver, July 18, 2012.~~](#)

[~~McKinney-Vento Homeless Education Assistance Improvements Act of 2001, 42 U.S.C. §§ 11431-11435 \(2005\).~~](#)

[~~McKinney-Vento Homeless Assistance Act, Subtitle VII-B, reauthorized by Title IX-A of the Every Student Succeeds Act, 42 U.S.C. §§ 11431-11435 \(2015\).~~](#)

CR4/28/16|SL

Lebanon Community Schools

Code: **JECF**
Adopted: 4/17/14, 11/13/14

Interdistrict Transfer of Resident Students**

Interdistrict Transfer

The district offers a variety of programs and services designed to meet the individual needs of its students. Nevertheless, the Board recognizes there may be circumstances that arise in which a resident student may benefit from attendance in another public school in the state. Consequently, a student who resides within district boundaries may be released to attend school in another district that agrees to accept the student. The agreement will be by written consent of the affected school boards or designees whereby the student becomes a “resident student” of the attending district, allowing the attending district to receive State School Fund moneys. Any additional fees or tuition costs are the responsibility of the parent.

When the resident district approves the release of a resident student to another school district, the student or his/her parent(s) will be solely responsible for transportation unless federal or state law requires transportation to be provided by the district. When a resident student, who is on an individualized education plan (IEP), is accepted to another district by an interdistrict transfer, the attending district becomes responsible for a free appropriate public education (FAPE). District consideration of transfer requests by students under IDEA will meet the requirements of state and federal law.

Additionally, an interdistrict transfer of a resident student will be permitted, as appropriate, to meet the requirements to provide a safe public school choice in the ~~No Child Left Behind Act of 2001~~ (NCLBA) Every Student Succeeds Act of 2015 (ESSA).

The resident district may not impose any limitations on the length of time for which consent is given to the student requesting release to another district.

The resident district shall not require a student to receive consent more than one time when the student requests admission to the same receiving district, regardless of any time limitations imposed by the receiving district.

The district shall allow the student whose legal residence changes to a different district during the school year, to complete the school year in the district if the student chooses to do so.

Open Enrollment

A student who resides within district boundaries may make a request to attend school in another district that agrees to accept the student. The agreement will be by written consent of the attending district only whereby the student becomes a “resident student” of the attending district, allowing the attending district to receive State School Funding. When the attending district approves the admission of the student, the attending district shall notify the district in which the student resides no later than May 1. The student or his/her parent(s) will be solely responsible for transportation to the attending/receiving district unless federal or state law requires transportation to be provided by the attending/receiving district. Students

under the Individuals with Disabilities Education Act (IDEA) will become the primary responsibility of the attending district.

Safe Public School Choice Transfer Requests

An interdistrict transfer¹ may be permitted in the event a student has been a victim of a violent criminal offense occurring in or on the grounds of a school the student attends, or the student attends a school identified as persistently dangerous and all other district schools the student may transfer to are also identified as persistently dangerous or there is no other district school to which the student may transfer. The transfer must be to a safe school.

Homeless Student

A homeless student residing in the district and the student's parent, or in the case of an unaccompanied student, the district's liaison for homeless students, may request that the student attend his/her school of origin², located out-of-district. The request will be considered based on the best interest of the student. The student may continue in his/her school of origin for the duration of the student's homelessness ~~when the student's family becomes homeless during or between an academic year, or for the remainder of the academic year if the student becomes permanently housed during the school year.~~ Transportation ~~to an out-of-district school~~ will³ be provided ~~through an interdistrict agreement~~ in accordance with law.

The superintendent is directed to establish procedures for the review of any student requests to attend school in another district.

END OF POLICY

Legal Reference(s):

ORS 109.056
ORS 327.006
ORS 329.485
ORS 332.107

ORS 335.090
ORS 339.115 to -339.133
ORS 339.141
ORS 339.250

ORS 343.221
ORS 433.267
OAR 581-021-0019
OAR 581-022-0705

Illegal Immigration and Immigration Reform Act of 1996, 8 U.S.C. §§ 1101, 1221, 1252, 1324, 1363, 1367 ~~(2006)~~.
McKinney-Vento Homeless ~~Education~~ Assistance ~~Improvements Act of 2001~~, Subtitle VII-B, reauthorized by Title IX-A of the Every Student Succeeds Act, 42 U.S.C. §§ 11431-11435 ~~(2006)~~2015).
~~No Child Left Behind Act of 2001~~ Every Student Succeeds Act of 2015, 20 U.S.C. §§ ~~6316~~, 7912.
~~Elementary and Secondary Education Act (ESEA) Flexibility Waiver; July 18, 2012.~~

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¹Districts are encouraged, but not required, to explore other appropriate options such as an agreement with a neighboring district to accept transfer students, if there is not another school in the district in which the student legally resides for the transferring student.

²"School of origin" means the school that ~~the a~~ student attended when permanently housed or the school in which the student was last enrolled. When the student has completed the final grade served by the school of origin, the term "School of origin" shall include the designated receiving school at the next grade level for all feeder schools.

³McKinney-Vento Homeless Assistance Act (see 42 U.S.C. 11432(g)(1)(J)(iii)).

Lebanon Community Schools

Code: **JFC**
Adopted: 3/17/11, 6/9/16

Student Conduct** (Version 1)

The Board expects student conduct to contribute to a productive learning climate. Students shall comply with the district's written rules, pursue the prescribed course of study, submit to the lawful authority of district staff and conduct themselves in an orderly manner at school during the school day or during district-sponsored activities.

Careful attention shall be given to procedures and methods whereby fairness and consistency without bias in discipline shall be assured each student. The objectives of disciplining any student must be to help the student develop a positive attitude toward self-discipline, realize the responsibility of one's actions and to maintain a productive learning environment. All staff members have responsibility for consistency in establishing and maintaining an appropriate behavioral atmosphere.

A student handbook, code of conduct or other document shall be developed by district administration in cooperation with staff, and will be made available and distributed to parents, students and employees outlining student conduct expectations and possible disciplinary actions, including consequences for disorderly conduct, ~~as required by the No Child Left Behind Act of 2001 (NCLBA)~~. In addition, each school in the district shall publish a student/parent handbook detailing additional rules specific to that school.

Students in violation of Board policy, administrative regulation and/or code of conduct provisions will be subject to discipline up to and including expulsion. Students are subject to discipline for conduct while traveling to and from school, at the bus stop, at school-sponsored events, while at other schools in the district and while off campus, whenever such conduct causes a substantial and material disruption of the educational environment or the invasion of rights of others. Students may be denied participation in extracurricular activities. Titles and/or privileges available to or granted to students may also be denied and/or revoked (e.g., valedictorian, salutatorian, student body, class or club office positions, senior trip, prom, etc.). A referral to law enforcement may also be made.

The district will annually record and report expulsion data for conduct violations as required by the Oregon Department of Education.

END OF POLICY

Legal Reference(s):

[ORS 339.240](#)

[ORS 339.250](#)

[ORS 659.850](#)

[OAR 581-021](#)-0050 to -0075

Tinker v. Des Moines Sch. Dist., 393 U.S. 503 (1969).

Hazelwood Sch. District v. Kuhlmeier, 484 U.S. 260 (1988).

Bethel Sch. Dist. v. Fraser, 478 U.S. 675 (1986).

Shorb v. Grotting and Powers Sch. Dist., Case No. 00CV-0255 (Coos County Circuit Ct.) (2000).

Ferguson v. Phoenix Talent Sch. Dist. #4, 172 Or. App. 389 (2001).

~~No Child Left Behind Act of 2001, 20 U.S.C. § 7912 (2006).~~

Morse v. Frederick, 551 U.S. 393, 127 S. Ct. 2618 (2007).

C.R. v. Eugene S.D. 4J, No. 12-1042, U.S. District Court of OR (2013).

~~R4/28/16~~[6/27/17](#) | PH

Lebanon Community Schools

Code: **JHC**
Adopted: 8/4/03
Readopted: 1/20/11
Orig. Code(s): JHC

Student Health Services and Requirements

Although the district's primary responsibility is to educate students, the students' health and general welfare is also a major Board concern. The Board believes school programs should be conducted in a manner that protects and enhances student and employee health and is consistent with good health practices.

The district shall provide:

1. One registered nurse or school nurse for every 125 medically fragile students;
2. One registered nurse or school nurse or one licensed practical nurse under the supervision of a registered nurse or school nurse for each nursing-dependent student; and
3. One registered nurse or school nurse for every 225 medically complex students.

The district may use the most cost effective means available to meet the above requirements

The district shall maintain a prevention oriented health services program which provides:

1. Pertinent health information on the students, as required by Oregon statutes or rules;
2. Health appraisal to include screening for possible vision or hearing problems;
3. Health counseling for students and parents when appropriate;
4. Health care and first-aid assistance that are appropriately supervised and isolates the sick or injured child from the student body;
5. Control and prevention of communicable diseases as required by Oregon Department of Human Services, Health Services and the county health department;
6. Assistance for students in taking prescription and/or nonprescription medication according to established district procedures;
7. Services for students who are medically fragile or have special health care needs;
8. Screening for scoliosis upon request of parent.

The Board directs its district health staff to coordinate with health personnel from other public agencies in matters pertaining to health instruction or the general health of students and employees.

In accordance with the requirements of the ~~No Child Left Behind Act of 2001~~ Every Student Succeeds Act of 2015 (ESSA), the district recognizes its responsibility to notify parents in advance of any nonemergency, invasive physical examination¹ or screening that is required as condition of attendance; administered and scheduled by the school in advance; and not necessary to protect the immediate health and safety of the student, or of other students.

Notification will be provided at least annually at the beginning of the school year or when enrolling students for the first time in school and will include the specific or approximate dates during the school year when such activities are scheduled or expected to be scheduled.

Procedures shall be developed and implemented to carry out this policy. All district employees will be appraised of their responsibilities in this area. Parents shall have the opportunity to request their students be exempt from participation in vision or hearing screening. The district will abide by those requests.

END OF POLICY

Legal Reference(s):

[ORS 329.025](#)
[OAR 581-022-0705](#)
[OAR 581-022-1420](#)
[OAR 581-022-1440](#)

Protection of Pupil Rights, 20 U.S.C. § 1232h (~~2006~~2015); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (~~2006~~2015).
Every Student Succeeds Act of 2015, 20 U.S.C. § 8548.
Family Education Rights and Privacy Act, 20 U.S.C. § 1232g.

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¹The term “invasive physical examination” as defined by law, means any medical examination that involves the exposure of private body parts, or any act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision or scoliosis screening. The term does not include any physical examination or screening that is permitted or required by state law, including physical examinations or screenings that are permitted without parental notification.

Lebanon Community Schools

Code: **KAB**
Adopted: 8/4/03
Readopted: 1/20/11
Orig. Code(s): KAB

Parental Rights

The Board recognizes the importance of promoting parental input in decision making related to their student's health and general well-being, in determining district and student needs for educational services, in program development and district operations. To assist the district in this effort, and in accordance with the ~~No Child Left Behind Act of 2001 (NCLBA)~~ Every Student Succeeds Act of 2015 (ESSA), the district affirms the right of parents, upon request, to inspect:

1. A survey created by a third party before the survey is administered or distributed by the district to a student, including any district survey containing "covered survey items"¹ as defined by NCLBAESSA;
2. Any instructional material used by the district as part of the educational curriculum for the student;
3. Any instrument used in the collection of personal information from students for the purpose of marketing or for selling that information or otherwise providing that information to others for that purpose.

As provided by law, parents of district students will also, upon request, be permitted to excuse their student from "covered activities"² as defined by NCLBAESSA. The rights provided to parents under this policy, transfer to the student when the student turns 18 years ~~old~~ of age, or is an emancipated minor under applicable state law.

The superintendent will ensure that activities requiring parental notification are provided as required by law and that reasonable notice of the adoption or continued use of this policy is provided to parents of students enrolled in district schools. The input of parents will be encouraged in the development, adoption and any subsequent revision of this policy.

¹"Covered survey items" under NCLBESSA include one or more of the following items: political affiliations or beliefs of the student or the student's family; mental and psychological problems of the student or the student's family; sex behavior or attitudes; illegal, antisocial, self-incriminating or demeaning behavior; critical appraisals of other individuals with whom respondents have close family relationships; legally recognized privileged or analogous relationships, such as those of lawyers, physicians and ministers; religious practices, affiliations or beliefs of the student or the student's parent; and income, other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such a program.

²"Covered activities" requiring notification under NCLBA-ESSA include activities involving the collection, disclosure or use of personal information collected from students for the purpose of marketing or for selling that information or otherwise providing that information to others for that purpose; the administration of any survey containing one or more of covered survey items; and any nonemergency, invasive physical examination or screening that is required as a condition of attendance and administered and scheduled by the school in advance. See the administrative regulation for additional definitions.

The superintendent shall develop administrative regulations to implement this policy, including provisions as may be necessary to ensure appropriate notification to parents of their rights under federal law and district procedures to request review of covered materials, excuse a student from participating in covered activities and protect student privacy in the event of administration or distribution of a survey to a student.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

[Every Student Succeeds Act of 2015, 20 U.S.C. § 7928 \(2015\).](#)

Protection of Pupil Rights, 20 U.S.C. § 1232h (~~2006~~[2015](#)); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (~~2006~~[2015](#)).

[Family Education Rights and Privacy Act, 20 U.S.C. § 1232g \(2010\).](#)

[R6/27/17 | PH](#)

Lebanon Community Schools

Code: **KI**
Adopted: 2/7/00
Readopted: 1/20/11
Orig. Code(s): KI

Public Solicitation in District Facilities

Students and staff are to be protected from intrusion by announcements, posters, bulletins and communications of any kind from individuals and organizations not directly connected with the schools.

Fund raising by non-school agencies or for non-school activities during school hours will not be permitted without prior approval of the superintendent and/or principal.

Demonstrations of services or materials and canvassing of students or employees for the purpose of selling products or services shall not be permitted in either the district's schools or grounds, unless authorized by the superintendent and/or principal.

No non-school-sponsored organization or individual may solicit funds or sell tickets within the district without first securing permission through the superintendent and/or principal.

Whenever possible, solicitation should occur during non-classroom time.

The solicitation and sale of travel services to students may be permitted with approval of the superintendent on school property, at activities under the jurisdiction of the district and at interscholastic activities administered by a voluntary organization ~~approved by the State Board of Education (i.e., Oregon School Activities Association).~~

This includes sale of services to students by any person or group that sells, provides, furnishes, contracts for, arranges or advertises travel services.

Sellers of travel services must meet the following district criteria:

1. Belong to an association of sellers of travel certified by the director of the Department of Consumer and Business Services;
2. Provide proof of errors and omissions insurance;
3. Provide proof of a client trust account or performance bond;
4. Submit references;
5. Include in all information provided to students and parents that drug, alcohol and tobacco use will be prohibited;
6. Include in all information provided to students and parents a statement that the activity is a nonschool-sponsored event.

The administration of surveys, questionnaires and requests for information by nonschool-connected organizations are disallowed.

The district will not participate in any fund-raising drive which is not consistent with Board policy.

END OF POLICY

Legal Reference(s):

~~ORS 332.593~~ ORS 332.107
ORS 339.880
~~ORS 646.185~~

32 OR. ATTY. GEN. OP. 209 (1965)

46 OR. ATTY. GEN. OP 239 (1989)

Protection of Pupil Rights, 20 U.S.C. § 1232h (~~2006~~2015); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (~~2006~~2015).

Every Student Succeeds Act of 2015, 20 U.S.C. § 7928 (2015).

Family Education Rights and Privacy Act, 20 U.S.C. § 1232g (2010).

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Cross Reference(s):

DJG - Vendor Relations

GBI - Gifts and Solicitations

IGDK - Non-School-Sponsored Study and Athletic Tours/Trips/Competitions

KG - Community Use of District Facilities

KJA - Materials Distribution

Lebanon Community Schools

Code: **LBE**

Adopted: 11/6/06

Readopted: 1/20/11, 6/21/12, 12/18/14

Orig. Code(s): LBE

Public Charter Schools**

The district recognizes that public charter schools offer an opportunity to create new, innovative and more flexible ways of educating students in an atmosphere of learning experiences based on current research and development. Public charter schools shall demonstrate a commitment to the mission and diversity of public education while adhering to one or more of the following goals:

1. Increase student learning and achievement;
2. Increase choices of learning opportunities for students;
3. Better meet individual student academic needs and interests;
4. Build stronger working relationships among educators, parents and other community members;
5. Encourage the use of different and innovative learning methods;
6. Provide opportunities in small learning environments for flexibility and innovation;
7. Create new professional opportunities for teachers;
8. Establish additional forms of accountability for schools; and
9. Create innovative measurement tools.

Public charter schools may be established as a new public school, from an existing public school or a portion of the school or from an existing alternative education program. A public charter school may not convert an existing tuition-based private school into a charter school, affiliate itself with a nonsectarian school or religious institution or encompass all the schools in the district unless the district is composed of only one school.

The Board will not approve any public charter school proposal when it is deemed that its value is outweighed by any direct identifiable, significant and adverse impact on the quality of the public education of students residing in the district. To meet the eligibility criteria for Board approval, a public charter school proposal must meet the requirements of Oregon Revised Statutes, Oregon Administrative Rules, Board policy and regulation. Upon request of the Board, the public charter school applicant must furnish in a timely manner any other information the Board deems relevant and necessary to conduct a complete and good faith evaluation of the public charter school proposal.

The district will determine if it has any unused or underutilized buildings. Buildings may be made available for public charter school use, subject to Board approval. Approved use may be limited to instructional purposes only. Appropriate-use fees will be determined by the Board. Public charter school use outside the district's instructional day will be subject to Board policy KG - Community Use of District Facilities and accompanying administrative regulation.

Public charter school students shall not be permitted to participate in district curricular programs.

The district will not provide instructional materials, lesson plans or curriculum guides for use in a public charter school.

The public charter school employer will be determined with each proposal. If the Board is the employer, the terms of the current collective bargaining agreement will be examined to determine which parts of the agreement apply. If the Board is not the sponsor of the public charter school, it shall not be the employer and will not collectively bargain with public charter school employees.

The district will by December 1, calculate the number of students residing in the district who are enrolled in a virtual public charter school. When the percentage is three percent or above, the district may choose to not approve additional students for enrollment to a virtual public charter school, subject to the requirements in 581-026-0305(2).

The district is only required to use data that is reasonably available to the district including but not limited to the following for such calculation:

1. The number of students residing in the district enrolled in the schools within the district;
2. The number of students residing in the district enrolled in public charter schools located in the district;
3. The number of students residing in the district enrolled in virtual public charter schools;
4. The number of home-schooled students who reside in the district and who have registered with the educational service district; and
5. The number of students who reside in the district enrolled in private schools located within the school district.

A parent may appeal a decision of a school district to not approve a student for enrollment to a virtual public charter school to the State Board of Education.

The superintendent will develop administrative regulations for public charter schools to include the proposal process, review and appeal procedure and charter agreement provisions.

END OF POLICY

Legal Reference(s):

[ORS 327.077](#)

[ORS 327.109](#)

[ORS 332.107](#)

[ORS Chapter 338](#)

[ORS 339.141](#)

[ORS 339.147](#)

[OAR 581-026-0005 to -0515](#)

~~No Child Left Behind Act of 2001~~[Every Student Succeeds Act of 2015](#), 20 U.S.C. §§ 6311-6322 (~~2006~~[2015](#)).

HR~~10/23/14~~[6/27/17](#) | PH

Lebanon Community Schools

Code: **EBBB**
Adopted: 8/5/02
Readopted: 5/6/10, 12/5/13
Orgi. Code(s): EBBB

Injury/Illness Reports

All injuries/illnesses sustained by the employee while in the actual performance of the duty of the employee occurring on district premises, in district vehicles, at a district-sponsored activity or involving staff members who may be elsewhere on district business will be reported immediately to a supervisor. A written report will be submitted within 24 hours to the District's safety officer. Reports will cover property damage as well as personal injury.

In the event of a work-related¹ illness or injury to an employee resulting in overnight hospitalization for medical treatment² other than first aid, the District's safety officer shall ~~inform-report the incident to~~ the Oregon Occupational Safety and Health Division (OR-OSHA). A report will be made within 24 hours after notification to the district of an illness or injury. Fatalities or catastrophes³ shall be reported within eight hours.

ALL injuries/illnesses sustained by the employee while in the actual performance of the duty of the employee will be promptly investigated. As a result of the investigation any corrective measures needed will be acted upon.

Monthly records will be maintained. An analysis of the data and trends will be made at least annually.

The Board will receive reports on serious injuries/illnesses, including accidents involving district property or employees, students or visiting publics, and periodic statistical reports on the number and types of injuries/illnesses occurring in the district, as well as on the measures being taken to prevent such injuries/illnesses in the future.

END OF POLICY

Legal Reference(s):

[OAR 437-001-0015](#)
[OAR 437-001-0700](#)
[OAR 437-001-0760](#)
[OAR 581-022-1420](#)

HB 3045 (2013)

~~R10/24/13~~6/27/17 | PH

¹An injury or illness is work related if an event or exposure in the work environment caused or contributed to the condition or significantly aggravated a preexisting condition.

²Medical treatment includes managing or caring for a patient for the purpose of combatting disease or disorder. The following are not considered medical treatment: visits to a doctor or health-care professional solely for observation or counseling; diagnostic procedures including administering prescription medications used solely for diagnostic purposes; and any procedure that can be labeled first aid.

³A "catastrophe" is an accident in which two or more employees are fatally injured, or three or more employees are admitted to a hospital or an equivalent medical facility.

Lebanon Community Schools

Code: **EFA**

Adopted: 9/6/09

Readopted: 5/6/10, 1/23/14, 12/10/15,
6/8/17

Orig. Code(s) EFA

Local Wellness Program

The district is committed to the optimal development of every student and believes that a positive, safe and health-promoting learning environment is necessary for students to have the opportunity to achieve personal, academic, developmental and social success.

To help ensure students possess the knowledge and skills necessary to make healthy choices for a lifetime, the superintendent shall prepare and implement a comprehensive district nutrition program consistent with state and federal requirements for districts sponsoring the National School Lunch Program (NSLP) and/or the School Breakfast Program (SBP). The program shall reflect the Board's commitment to providing adequate time for instruction that fosters healthy eating through nutrition education and promotion, serving healthy and appealing foods at district schools, developing food-use guidelines for staff and establishing liaisons with nutrition service providers, as appropriate.

The input of staff (including, but not limited to, physical education and school health professionals), students, parents, the public, the Board, school administrators, representatives of the school food authority and public health professionals will be encouraged in the development of wellness policy. The Board shall establish a Wellness Advisory Committee to advise the district in the creation of the local wellness policy. The superintendent will develop administrative regulations as necessary to implement the goals of the local wellness plan and ensure compliance of such policy.

WELLNESS POLICY IMPLEMENTATION, MONITORING, ACCOUNTABILITY AND COMMUNITY ENGAGEMENT

Implementation Plan

The district shall develop and maintain a plan to manage and coordinate the implementation of this wellness policy.

The plan will:

1. Delineate roles, responsibilities, actions and timelines specific to each school;
2. Include information about who will be responsible to make what change, by how much, where and when;
3. Include specific goals and objectives for nutrition standards for all foods and beverages available on the school campus, and in food and beverage marketing; and

4. Include specific goals and objectives for nutrition promotion and education, physical activity, physical education and other school-based activities that promote student wellness.

In an effort to measure the implementation of this policy, the Board designates the superintendent as the person who will be responsible for ensuring each school meets the goals outlined in this policy.

Record Keeping

The district will retain the following records to document compliance with the requirements of the wellness policy at the district's administrative offices.

5. The written wellness policy;
6. Documentation demonstrating that the policy has been made available to the public;
7. Documentation of efforts to review and update the local wellness policy, including an indication of who is involved in the update and the methods the district uses to make stakeholders aware of their ability to participate;
8. Documentation to demonstrate compliance with the annual public notification requirements;
9. The most recent assessment on the implementation of the local wellness policy;
10. Documentation demonstrating the most recent assessment on the implementation of the local wellness policy has been made available to the public.

Annual Notification of Policy

The district will make available to the public annually, an assessment of the implementation, including the extent to which the schools are in compliance with policy, how the policy compares to model policy and a description of the progress being made in attaining the goals of the policy. The district will make this information available through the district website. The district will also publicize the name and contact information of the district or school official(s) leading and coordinating the policy, as well as information on how the public can get involved with the local wellness policy.

Triennial Progress Assessments

At least once every three years, the district will evaluate compliance with the local wellness policy, to assess the implementation of the policy and produce a triennial progress report that will include:

11. The extent to which schools under the jurisdiction of the district are in compliance with the policy;
12. The extent to which the district's policy compares to model wellness policy; and
13. A description of the progress made in attaining the goals of the district's policy.

The district or school will actively notify households/families of the availability of the triennial progress report.

Revisions and Updating the Policy

The district will update or modify the local wellness policy based on the results of the triennial assessments and/or as district priorities change; community needs change; wellness goals are met; new health science, information and technology emerge; and new federal or state guidance or standards are issued. The local wellness policy will be assessed and updated as indicated at least every three years following the triennial assessment.

Community Involvement, Outreach and Communications

The district will actively communicate ways in which the community can participate in the development, implementation and periodic review and update of the local wellness policy through a variety of means appropriate for the district. The district will also ensure that communications are culturally and linguistically appropriate to the community, and accomplished through means similar to other ways that the district and individual schools are communicating important school information with parents.

NUTRITION PROMOTION AND NUTRITION EDUCATION

Nutrition promotion and nutrition education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, by creating food environments that encourage healthy nutrition choices and by encouraging participation in school meal programs. Students and staff will receive consistent nutrition messages throughout the school environment. Nutrition promotion also includes marketing and advertising nutritious foods and beverages to students and is most effective when implemented consistently through a comprehensive and multi-channel approach by staff, teachers, parents, students and the community.

School Meals

All schools within the district participate in U.S. Department of Agriculture (USDA) child nutrition programs, administered through the Oregon Department of Education (ODE), including the National School Lunch Program (NSLP), the School Breakfast Program (SBP), Fresh Fruit & Vegetable Program (FFVP), Summer Food Service Program (SFSP), Supper programs or others. The district also operates additional nutrition-related programs and activities including Farm-to-School programs, school gardens, Breakfast in the Classroom, Mobile Breakfast carts or Grab 'n' Go Breakfast.

Staff Qualifications and Professional Development

All school nutrition program directors, managers and staff will meet or exceed hiring and annual continuing education/training requirements in the USDA Professional Standards for Child Nutrition Professionals.

Water

Free, safe, unflavored, drinking water will be available to all students throughout the school day and throughout every school campus. The district will make drinking water available where school meals are served during mealtimes.

Competitive Foods and Beverages

All foods and beverages outside the reimbursable school meal programs that are sold to students on the school campus during the school day and extended school day will meet or exceed the nutrition standards set by the USDA and the Oregon Smart Snacks Standards¹. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, school stores and snack or food carts.

Celebrations and Rewards

All foods offered on the school campus are encouraged to meet the nutrition standards set by the USDA and the Oregon Smart Snacks Standards. This includes, but is not limited to, celebrations, parties, classroom snacks brought by parents, rewards and incentives.

Fund Raising

Foods and beverages that meet or exceed the nutrition standards set by the USDA and the Oregon Smart Snacks Standards may be sold through fund raisers on the school campus during the school day.

Food and Beverage Marketing in Schools

Any foods and beverages marketed or promoted to students on the school campus during the school day will meet or exceed the nutrition standards set by the USDA and the Oregon Smart Snacks Standards.

“Food and beverage marketing” is defined as advertising and other promotion in schools. Food and beverage marketing often includes an oral, written or graphic statement made for the purpose of promoting the sale of a food or beverage product made by the producer, manufacturer, seller or any other entity with a commercial interest in the product.

PHYSICAL ACTIVITY AND PHYSICAL EDUCATION

Physical activity should be included in the school’s daily education program for grades pre-K through 12 and include regular, instructional physical education, as well as co-curricular activities and recess.

Physical activity during the school day (including, but not limited to, recess, classroom physical activity breaks or physical education) will not be withheld as punishment for any reason.

The Board realizes that a quality physical education program is an essential component for all students to learn about and participate in physical activity. The district will develop and assess student performance

¹[Oregon Department of Education, Oregon Smart Snacks Standards](#)

standards in order to meet the ODE's physical education content standards. Students in kindergarten through grade 5 shall participate for at least 120² minutes during each school week, and students in grades 6 through 8 for at least 180³ minutes per school week.

Employee Wellness

The district encourages staff to pursue a healthy lifestyle that contributes to their improved health status, improved morale and a greater personal commitment to the school's overall wellness program. Many actions and conditions that affect the health of staff may also influence the health and learning of students. The physical and mental health of staff is integral to promoting and protecting the health of students and helps foster their academic success. The district's Employee Wellness Program will promote health, reduce risky behaviors of employees and identify and correct conditions in the workplace that can compromise the health of staff, reduce their levels of productivity, impede student success and contribute to escalating health-related costs such as absenteeism.

The district will work with community partners to identify programs, services and/or resources to compliment and enrich employee wellness endeavors.

Other Activities that Promote Student Wellness

The district will integrate wellness activities throughout the entire school environment (districtwide), not just in the cafeterias, other food and beverage venues and physical activity facilities. The district will coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complimentary, not duplicated and work toward the same set of goals and objectives promoting student well-being, optimal development and strong educational outcomes.

END OF POLICY

Legal Reference(s):

[ORS 329.496](#)
[ORS 332.107](#)
[ORS 336.423](#)

[OAR 581-051-0100](#)
[OAR 581-051-0305](#)
[OAR 581-051-0306](#)

[OAR 581-051-0310](#)
[OAR 581-051-0400](#)
[SB 4 \(2017\)](#)

National School Lunch Program, 7 C.F.R. Part 210 (2006).
School Breakfast Program, 7 C.F.R. Part 220 (2006).
Healthy, Hunger-Free Kids Act of 2010, Public Law 111-296 Section 204.

[R4/13/176/27/17](#) | PH

²These are the minimum PE requirements in elementary schools for school year 2019-2020.

³These are the minimum PE requirements in middle schools (grades 6 through 8) for school year 2021-2022.

Lebanon Community Schools

Code: **GBI**
Adopted: 11/3/08
Readopted: 9/16/10
Orig. Code(s): GBI

Gifts and Solicitations

Students and their parents shall be discouraged from giving gifts to district employees. The Board welcomes as appropriate the writing of letters by students to staff members expressing gratitude and appreciation.

Individual employees will ~~refrain from limit~~ giving gifts¹ to staff members who exercise any direct or indirect administrative or supervisory jurisdiction over them. Collecting money for group gifts is discouraged except in special circumstances such as bereavement, serious illness or for retirement gifts. Staff-initiated “sunshine funds” are exempt from this policy.

No staff member may solicit funds in the name of the school or district through the use of, including but not limited to, internet-sourced crowdfunding or other similar types of fund raising, without the approval of the superintendent.

Individual employees need to be accountable for maintaining integrity and avoid accepting anything of value offered by another for the purpose of influencing his/her professional judgment.

All employees are prohibited from accepting items of material value from companies or organizations doing business with the district. “Material value” is defined as \$50 from a single source in a single year.

No organization may solicit funds from staff members within the schools, nor may anyone distribute flyers or other materials related to fund drives through the district without the superintendent’s approval. Staff members may not be made responsible or assume responsibility for collecting money or distributing any fund-drive literature within the district without the superintendent’s approval.

The soliciting of staff by sales people, other staff or agents during on-duty hours is prohibited. Any solicitation should be reported at once to the principal or supervisor. Advertising is not allowed in the building without the superintendent’s approval.

END OF POLICY

¹“Gift” means something of economic value given to a public official or the public official’s relative or household member without valuable consideration of equivalent value, including the full or partial forgiveness of indebtedness, which is not extended to others who are not public officials or the relatives or household members of public officials on the same terms and conditions; and something of economic value given to a public official or the public official’s relative for valuable consideration less than that required from others who are not public officials. See ORS Chapter 244 for gift definition exceptions.

Legal Reference(s):

[ORS 244.010 to-244.400](#)

[ORS 339.880](#)

[OAR 584-020-0000 to-0045](#)

[OAR 199-005-0005 to-199-020-0020](#)

Cross Reference(s):

BBF - Board Member Standards of Conduct

DJG - Vendor Relations

GBC - Staff Ethics

KI - Public Solicitation in District Facilities

[6/27/17 | PH](#)

Lebanon Community Schools

Code: **GCPB/GDPB**
Adopted: 6/15/98
Readopted: 9/16/10
Orig. Code(s): GCPB/GDPB

Resignation of Staff

A licensed staff member who wishes to resign from his/her position with the district must give written notice of at least 60 days ~~prior to the date he/she wishes to leave district employment~~ at or upon the time of resignation. The superintendent or assistant superintendent is authorized to accept the resignation effective the day it is received and either release the teacher immediately from further teaching or administrative obligations or inform the teacher that he/she must continue teaching for part or all of the 60-day period.

Where less than a 60-day notice is given, the Board may request the Teacher Standards and Practices Commission to discipline the licensee. Exceptions due to emergency or other extenuating circumstances may be considered by the Board.

The superintendent or designee is authorized to accept resignations of classified employees effective the day they are received.

END OF POLICY

Legal Reference(s):

[ORS 342.553](#) [ORS 652.140](#) [OAR 581-022-1720](#) [OAR 584-050-0020](#)

Pierce v. Douglas County Sch. Dist., 297 Or. 363 (1984).

[HR6/27/17 | PH](#)

Graduation Requirements (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 he/she is 18 years of age or older or emancipated.

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 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. 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 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:

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

The district will develop procedures to provide assessment options as described in the *Essential Skills and Local Performance Assessment 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.

¹~~For students seeking a diploma in 2015-2016, this criteria does not apply. This criteria does not apply to students seeking a diploma in 2017-2018.~~

The district may not deny a student, who has the documented history of an inability to maintain grade level achievement due to significant learning and instructional barriers, or of a medical condition that creates a barrier to achievements, 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.

The district may award a modified diploma or an extended diploma to a student only upon the written consent of 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 who is emancipated or has reached the age of 18 at the time the modified diploma or the extended diploma is awarded may sign the consent.

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 an extended diploma has been established, the district will annually provide to the parents 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 receives a modified diploma, an extended diploma or an alternative certificate will have the option of participating in a high school graduation ceremony with the student's class.

A student who receives a modified diploma, an extended diploma or an alternative certificate shall have access to individually designed instructional hours, hours of transition services and hours of other 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, unless reduced by the individualized education program (IEP) team.

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 alternate 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 Smarter Balanced or alternate Oregon Extended Assessment 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, upon request, to a person who served in the Armed Forces², as specified in Oregon law, if the person was discharged or released under honorable conditions and has received either a General Educational Development, a post-secondary degree or has received a minimum score on the Armed Services Vocational Aptitude Battery.

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 329.095](#)
[ORS 329.451](#)
[ORS 329.479](#)
[ORS 332.107](#)
[ORS 332.114](#)
[ORS 338.115](#)
[ORS 339.115](#)

[ORS 339.505](#)
[ORS 343.295](#)
[OAR 581-022-0615](#)
[OAR 581-022-0617](#)
[OAR 581-022-1130](#)
[OAR 581-022-1131](#)
[OAR 581-022-1133](#)

[OAR 581-022-1134](#)
[OAR 581-022-1135](#)
[OAR 581-022-1210](#)
[OAR 581-022-1215](#)
[OAR 581-022-1350](#)

TEST ADMINISTRATION MANUAL, PUBLISHED BY THE OREGON DEPARTMENT OF EDUCATION (FEBRUARY 4, 2016).
ESSENTIAL SKILLS AND PERFORMANCE ASSESSMENT MANUAL, PUBLISHED BY THE OREGON DEPARTMENT OF EDUCATION (MARCH 17, 2016).
[R4/28/166/27/17](#) | RS

²The policy applies to any person who:

1. Served in the Armed Forces of the U.S. at any time during:
 - a. World War I;
 - b. World War II;
 - c. The Korean Conflict; or
 - d. The Vietnam War;
2. Served in the Armed Forces of the U.S. and was physically present in:
 - a. Operation Urgent Fury (Grenada);
 - b. Operation Just Cause (Panama);
 - c. Operation Desert Shield/Desert Storm (Persian Gulf War);
 - d. Operation Restore Hope (Somalia);
 - e. Operation Enduring Freedom (Afghanistan); or
 - f. Operation Iraqi Freedom (Iraq);
3. Served in the Armed Forces of the U.S. in an area designated as a combat zone by the President of the U.S.

Lebanon Community Schools

Code: **JEA**
Adopted: 9/5/00
Readopted: 1/20/11, 4/4/13, 3/10/16
Orig. Code(s): JEA

Compulsory Attendance**

Except when exempt by Oregon law, all students between ages 6 and 18 who have not completed the 12th grade are required to regularly attend a public full-time school during the entire school term.

All students five years of age who have been enrolled in a public school are required to attend regularly while enrolled in the public school.

Persons having legal control of a student between the ages 6 and 18, who has not completed the 12th grade, are required to have the student attend and maintain the child in regular attendance during the school term. Persons having legal control of a student who is five years of age and has enrolled the child in a public school, are required to have the student attend and maintain the child in regular attendance during the school term.

Under the superintendent's direction and supervision, attendance supervisors shall monitor and report any violation of the compulsory attendance law to the superintendent or designee. Failure to send a student and to maintain a student in regular attendance is a Class C violation.

The district will develop procedures for issuing a citation.

A parent who is not supervising his/her student by requiring school attendance may also be in violation of Oregon Revised Statute (ORS) 163.577 (1) (c). Failing to supervise a child is a Class A violation.

In addition, under policy JHFDA - Suspension of Driving Privileges, the district may report students with 10 consecutive days of unexcused absence or 15 cumulative days of unexcused absences in a single semester to the Oregon Department of Transportation.

Exemptions from Compulsory School Attendance

In the following cases, students shall not be required to attend public schools full-time:

1. Students being taught in a private or parochial school in courses of study usually taught in kindergarten through grade 12 in the public schools, and in attendance for a period equivalent to that required of students attending public schools.
2. Students proving to the Board's satisfaction that they have acquired equivalent knowledge to that acquired in the courses of study taught in kindergarten through grade 12 in the public schools.
3. Students being taught, by a private teacher, the courses of study usually taught in kindergarten through grade 12 in the public school for a period equivalent to that required of students attending public schools.
4. Students being educated in the home by a parent:

- a. When a student is taught or is withdrawn from a public school to be taught by a parent or private teacher, the parent or teacher must notify the Linn-Benton-Lincoln Education Service District (ESD) in writing within 10 days of such occurrence. In addition, when a home-schooled student moves to a new ESD, the parent shall notify the new ESD in writing, within 10 days, of the intent to continue home schooling. The ESD superintendent shall acknowledge receipt of any notification in writing within 90 days of receipt of the notification. The ESD is to notify, at least annually, school districts of home-schooled students who reside in their district;
- b. Each student being taught by a parent or private teacher shall be examined no later than August 15, following grades 3, 5, 8 and 10:
 - (1) If the student was withdrawn from public school, the first examination shall be administered at least 18 months after the date the student withdrew;
 - (2) If the student never attended public or private school, the first examination shall be administered prior to the end of grade 3;
 - (3) Procedures for home-schooled students with disabilities are set out in Oregon Administrative Rule (OAR) 581-021-0029.
- c. Examinations testing each student shall be from the list of approved examinations from the State Board of Education;
- d. The examination must be administered by a neutral individual qualified to administer tests on the approved list provided by the Oregon Department of Education;
- e. The person administering the examination shall score the examination and report the results to the parent. Upon request of the ESD superintendent, the parent shall submit the results of the examination to the ESD;
- f. All costs for the test instrument, administration and scoring are the responsibility of the parent;
- g. In the event the ESD superintendent finds that the student is not showing satisfactory educational progress, the ESD superintendent shall provide the parent with a written statement of the reasons for the finding, based on the test results and shall follow the guidelines in Oregon Revised Statutes and Oregon Administrative Rules.

5. Students excluded from attendance as provided by law.

6. An exemption may be granted to the parent of any student 16 or 17 years of age who is lawfully employed full-time, or who is lawfully employed part-time and enrolled in school, a community college or an alternative education program as defined in ORS 336.615.

6-7. An exemption may be granted to any child who is an emancipated minor or who has initiated the procedure for emancipation under ORS 419B.550 to 419B.558.

END OF POLICY

Legal Reference(s):

[ORS 153.018](#)
[ORS 163.577](#)
[ORS 336.615 to -336.665](#)
[ORS 339.010 to -339.090](#)
[ORS 339.095](#)

[ORS 339.990](#)
[ORS 807.065](#)
[ORS 807.066](#)
[OAR 581-021-0026](#)
[OAR 581-021-0029](#)

[OAR 581-021-0071](#)
[OAR 581-021-0077](#)
 SB 321 (2015)

HR ~~144~~ 466 / 27/17 | PH

Superintendent Goals: 17-18

To: Members of the Board

From: Rob Hess

Date: September 7, 2017

Re: Superintendent Goals for 17-18

I am proposing three goal areas for the 17-18 school year based upon my 16-17 evaluation and the 360 degree spring survey feedback. I am looking for feedback and approval from the school board on these goals. I am requesting two things:

- 1) Approval of these goal areas (or suggestions of other areas)
 - 2) Discussion on ways these areas can be measured for achievement and progress.
-
1. **Communication:** I would like to increase effective communication with staff, parents, community members, and the school board through regular (weekly) communications with these groups. This communication would include regular progress updates toward the 2020 Vision.
 2. **Visibility:** I would like to increase my visibility in school buildings and classrooms to support rigorous instruction, AVID implementation K-12, and high quality work wherever it occurs. I can do this through daily tracking of classroom, school, and operations visibility and increases in SBAC results across the district.
 3. **Innovation:** Through Measure 98 funding and other funding opportunities, I want to explore innovative ways we can improve student outcomes and leverage additional resources from our community and beyond. The outcomes I am looking to improve through innovative strategies are attendance and graduation rates.

Business Report

By: Linda Darling, Business Director
September 14 2017

Financial Report: (enclosure E-1)

The 2017-2018 Financial Board report included in this Board packet reflects all of projected revenue and expenditures for 2016-2017, along with the budgeted and spent or encumbered amounts for 2017-2018. The projected Ending Fund Balance for 2016-2017 is \$3,279,464, which is a decrease of \$26,881 from the August 2017 report. This figure will continue to change until audit in October. The amounts in 2017-2018 salaries and benefits will continue to change as employees are hired and all employees select new benefit plans during August and September. The October Financial Board report will include projections for 2017-2018 that will reflect the new contractual changes and employees benefit selections.

Employee Benefit Selection:

Employees eligible for insurance benefits are required to go into OEBC (Oregon Education Benefit Board) system and select or waive health, vision, dental insurance along with other employee optional benefits (i.e. long term insurance, short term insurance, Flexible Spending Account and more) between August 15th – September 15th. This only leaves the Business Department 3 days to process all of the benefits prior to posting payroll with the banks for Sept. 25th payday. This is a VERY tight window. Usually, we contact staff, after the selection period, that have made a significant change in insurance selection, just to verify that was their intent. We have found the majority of the time they either didn't understand something or just made a mistake. This year we will not have the time to do that confirmation with employees. As of Wednesday (9/6) evening over 50% of the employees hadn't even logged into the system to make selections. By ACA (Affordable Care Act) all our qualified employees have to be covered by group insurance. Staff that don't complete the online insurance selection process will be assigned the MODA Dogwood Statewide Medical plan for the year. Starting Monday frequent emails will be sent to employees that haven't completed the selection process.

Oregon Economic and Revenue Forecast:

On August 23rd the Economic Forecast was released. There is mixed feeling about the outcome:

- Good News: Overall revenue for 2017-2019 Biennium is expected to be up sufficiently to cover the loss of the kicker funds.
- Other News:
 - the Personal Kicker (\$463.5 million) was confirmed
 - Corporate Kicker (\$110.5 million) was confirmed
 - These funds go into the State School Fund or other K-12 budget appropriations for 2017-19 (these funds were already accounted for in budget allocations)
 - Overall revenue for the 2017-2019 Biennium is expected to be up sufficiently to cover the loss of the kicker funds

Audit:

The week of Oct 2nd, Accuity will be in the district testing our financial data; during their February visit they tested internal controls, grant processes, and many other things. With the information that they will gather and the testing our 2016-2017 audit report will be completed in late November.

Bond Pay Agent:

US Bank is our new Bond Pay Agent. We have officially received our release from Wells Fargo and have posted on the Municipal Securities Rulemaking Board (MSRB) the change.

H:\Board Meetings\Board Blurbs 9-14-17.docx

2017-2018 General Fund Summary Report

	13/14 Actual	14/15 Actual	15/16 Actual	16/17 Project 9/5/2017	17/18 Budget	9-5-17 YTD & Enc	9-5-17 Balance
General Fund - Revenue							
SSF Formula	33,010,958	34,926,096	36,112,627	37,249,705	37,574,000	7,140,825	30,433,175
SSF Adjustment	354,709	48,134	(330,463)	261,223	-	-	-
Interest	55,090	62,596	91,245	156,852	70,000	27,517	42,483
Third Party Billing	35,680	25,179	45,178	89,323	80,000	37,441	42,559
TMR	189,021	154,930	149,514	208,252	175,000	-	175,000
JROTC	44,877	64,220	66,034	73,726	65,000	5,752	59,248
Other	493,650	379,017	297,128	298,725	420,000	75,750	344,250
Interfund Transfer	680,000	60,000	60,000	60,000	645,000	2,216	642,784
BFB	1,065,336	3,162,455	3,932,387	3,024,733	3,100,000	-	3,100,000
Total	35,929,322	38,882,628	40,423,650	41,422,538	42,129,000	7,289,500	34,839,500
	=====	=====	=====	=====	=====	=====	=====
General Fund - Expenses							
Salaries	15,946,123	16,263,399	17,884,343	18,826,142	19,519,650	17,342,698	19,519,650
Benefits	9,581,618	10,020,660	10,645,144	10,971,851	13,242,597	563,293	13,242,597
P. Services	4,781,674	5,112,768	5,027,111	4,333,371	4,819,956	670,518	4,819,956
Supplies	1,123,636	1,477,643	1,380,753	1,336,261	1,652,163	503,443	1,652,163
Capital Outlay	-	6,779	20,047	65,034	52,900	7,500	52,900
Other Objects	262,806	308,993	286,294	429,759	421,734	247,221	421,734
Transfers	902,369	1,760,000	2,155,225	2,180,656	1,335,000	-	1,335,000
Contingency	-	-	-	-	1,085,000	-	1,085,000
Total	32,598,226	34,950,241	37,398,917	38,143,074	42,129,000	19,334,672	42,129,000
	=====	=====	=====	=====	=====	=====	=====
<i>Projected Ending Fund Balance</i>				<i>3,279,464</i>			

2017-2018 General Fund Revenue Report

	13/14 Actual	14/15 Actual	15/16 Actual	16/17 Project 9/5/2017	17/18 Budget	9-5-17 YTD	9-5-17 Balance
SSF Formula							
Taxes	7,903,432	8,234,812	8,533,160	9,037,277	8,750,000		8,750,000
Federal Forest Fees	270,219	264,679	205,708	23,160	150,000		150,000
Common School	390,784	409,884	492,013	502,314	500,000	-	500,000
State Timber	210,996	405,152	181,382	137,286	150,000	-	150,000
School Support Fund	24,235,526	25,578,283	26,623,971	27,420,195	28,024,000	7,140,825	20,883,175
Adjustments to SSF Payments							
Adj for 05/06 payments	-	-	-	-	-		-
Adj for HC Disability Grant	44,585	33,286	76,394	129,474	-	-	-
Adj for 11/12 payment	-	-	-	-	-		-
Adj for 12/13 payment	310,123	-	-	-	-		-
Adj for 13/14 payment	-	48,134	-	-	-		-
Adj for 14/15 payment	-	-	(330,463)	-	-		-
Adj for 15/16 payment	-	-	-	261,223	-		-
Total SSF Formula	33,365,667	34,974,231	35,782,164	37,510,928	37,574,000	7,140,825	30,433,175
Interest of Investments	55,090	62,596	91,245	156,852	70,000	27,517	42,483
Third Party billing - Medicaid	35,680	25,179	45,178	89,323	80,000	37,441	42,559
TMR	189,021	154,930	149,514	208,252	175,000	-	175,000
JROTC reimbursement	44,877	64,220	66,034	73,726	65,000	5,752	59,248
Other							
Rental Fees	24,989	27,828	10,474	9,114	10,000	1,364	8,636
Fees Charged to Grants	-	-	800	-	30,000	-	30,000
Miscellaneous	396,771	282,468	202,944	212,764	300,000	6,379	293,621
E-Rate reimbursement	71,891	68,721	82,910	76,847	80,000	68,007	11,993
Interfund Transfer - Athletics	680,000	60,000	60,000	60,000	645,000	2,216	642,784
Beginning Fund Balance	1,065,336	3,162,455	3,932,387	3,024,733	3,100,000	-	3,100,000
Total	35,929,322	38,882,628	40,423,650	41,422,538	42,129,000	7,289,500	34,839,500

2017-2018 General Fund Expenditure Report

Obj	Description	9/5/2017				17/18 Budget	9-5-17 YTD	9-5-17 Encumb	9-5-17 Balance
		13/14 Actual	14/15 Actual	15/16 Actual	16/17 Project				
111	Certified salaries	9,312,212	9,311,147	10,161,648	10,831,007	11,132,090	55,438	10,442,192	634,460
112	Classified salaries	3,821,771	4,164,521	4,545,055	4,757,666	5,127,319	326,254	4,538,590	262,475
113	Administrative salaries	1,409,054	1,464,907	1,648,330	1,614,127	1,513,354	257,680	1,288,400	(32,726)
114	Managerial - classified	92,856	94,714	178,755	187,797	187,797	31,300	156,498	-
116	Retirement stipends	99,065	76,123	51,134	35,621	27,364	5,068	12,345	9,952
118	Retirement Support Program	159,600	-	-	-	-	-	-	-
119	Confidential salaries	125,872	125,785	84,504	131,698	150,061	24,344	121,718	4,000
121	Certified subs	364,590	373,350	432,293	445,985	438,935	-	-	438,935
122	Classified subs	147,575	148,818	155,004	150,074	166,100	1,235	-	164,866
123	Temp certified	61,461	62,030	73,949	133,971	83,000	-	-	83,000
124	Temp classified	3,775	982	-	-	500	-	-	500
127	Student helpers salaries	12,466	11,768	7,895	6,544	7,000	7,475	-	(475)
132	Compensation time	19,026	23,861	25,767	37,764	34,600	397	-	34,203
133	Extra duty	149,434	254,381	324,897	286,017	422,268	44,922	12,500	364,846
134	Classified extra hrs	123,909	142,975	185,048	192,566	207,662	16,152	-	191,510
135	Vacation Payoff	17,384	4,377	6,938	12,246	16,200	138	-	16,062
136	Mentor teacher pay	1,568	990	609	-	-	-	-	-
137	Personal Leave Payout	22,057	75	-	-	-	-	-	-
138	Department Head Extra Duty	2,122	2,159	1,613	1,556	4,000	-	-	4,000
142	Taxable Meal Reimbursement	328	436	903	1,503	1,400	56	-	1,344
	Total Salaries	15,946,123	16,263,399	17,884,343	18,826,142	19,519,650	770,457	16,572,241	2,176,952
									-
210	PERS	3,955,693	3,976,407	4,187,401	4,442,487	5,744,620	220,672	53,958	5,469,990
220	Social Security	1,183,575	1,207,537	1,328,140	1,385,584	1,497,051	57,084	14,021	1,425,946
231	Worker's Comp	119,163	136,822	173,370	216,648	232,028	16,084	4,270	211,674
241	Employee Ins - Admin		177,948	212,862	208,912	232,321	32,826	10,758	188,737
242	Employee Ins - Certified	2,146,033	2,307,416	2,328,554	2,370,817	2,779,702	6,135	4,327	2,769,240
243	Employee Ins - Classified	1,721,374	1,874,827	2,137,321	2,102,491	2,516,049	89,645	11,843	2,414,560
244	Employee Ins - Other	20,636	20,700	7,731	27,124	38,826	5,600	-	33,226
245	Employee Ins - Retired	389,149	276,090	228,774	195,706	190,000	24,069	-	165,931
247	TSA	45,996	42,912	40,991	22,082	12,000	2,000	10,000	-
	Total Benefits	9,581,618	10,020,660	10,645,144	10,971,851	13,242,597	454,115	109,178	12,679,304
									-

2017-2018 General Fund Expenditure Report

		9/5/2017							
Obj	Description	13/14 Actual	14/15 Actual	15/16 Actual	16/17 Project	17/18 Budget	9-5-17 YTD	9-5-17 Encumb	9-5-17 Balance
311	Instructional Services	69,272	152,856	157,581	110,051	164,000	-	-	164,000
312	Instr Prog Improve Service	18,733	43,468	36,748	39,424	52,000	23,351	-	28,649
319	Other Instr-Prof-Tech SVCS	14,977	21,870	9,745	23,110	15,000	-	-	15,000
322	Repairs & Maintenance	101,489	163,270	168,482	173,295	146,050	12,553	57,838	75,659
323	Radio Service	-	-	7,767	38,310	10,900	1,303	6,697	2,900
324	Rentals	121,204	135,308	104,777	102,560	132,975	173	473	132,329
325	Electricity	440,338	467,896	473,758	466,093	518,000	60,123	-	457,877
326	Fuel	187,486	177,759	187,899	223,740	231,500	5,486	-	226,014
327	Water & Sewer	112,986	139,255	121,239	150,725	156,800	10,298	-	146,502
328	Garbage	77,676	86,324	96,811	95,095	99,700	-	-	99,700
329	Other Property Services	420	13,001	19,246	34,726	20,000	278	7,222	12,500
330	Reimb. Student Transportation	4,204	6,950	-	1,589	5,200	-	-	5,200
340	Travel	65,317	114,592	140,225	178,985	177,976	21,352	450	156,173
343	Travel - Student - Out of Dist.	1,665	-	-	2,916	8,255	-	-	8,255
346	Meals/Transportation	148	104	48	99	200	-	-	200
348	Staff Tuition	30,645	49,577	44,768	71,830	55,000	2,427	736	51,837
351	Telephone	67,513	82,642	70,529	39,486	80,200	6,482	6,700	67,017
353	Postage	25,894	23,607	21,909	14,712	26,650	3,129	-	23,521
354	Advertising	1,874	4,416	3,551	1,087	4,300	-	432	3,868
355	Printing & Binding	13,897	68,861	48,223	51,867	46,050	2,080	-	43,970
360	Charter School Payments	1,954,971	2,064,403	1,961,788	1,866,943	2,005,000	384,254	-	1,620,746
371	Tuitions Payments to Other Dist.	37,250	40,570	29,701	29,536	85,000	-	-	85,000
373	Tuition Pay Private School	-	-	-	-	5,000	-	-	5,000
374	Other Tuition	782,257	605,954	625,503	162,192	203,000	120	-	202,880
381	Audit Services	27,150	27,650	25,150	27,700	30,000	191	-	29,809
382	Legal Services	9,011	2,028	5,288	11,261	35,000	-	-	35,000
384	Negotiation Services	14,344	5,934	13,784	8,590	15,000	-	-	15,000
386	Data Processing SVCS	57,261	59,787	76,794	76,030	89,500	11,406	-	78,094
388	Election Services	-	4,565	-	1,573	-	-	-	-
389	Other Non_instr Pro/Tech	510,398	515,889	539,114	292,488	358,100	24,434	8,164	325,502
391	Physical Exams - Drivers	2,175	2,380	3,168	4,193	3,700	390	3,210	100
392	Drug Tests Drivers	1,110	1,110	635	1,255	3,000	110	1,890	1,000
393	Child Care Services	22,000	22,000	22,000	22,000	25,000	-	-	25,000
394	Sub calling service	5,536	5,559	7,489	6,464	8,000	6,764	-	1,236
396	Criminal History checks	2,332	2,546	2,928	3,179	2,900	-	-	2,900
398	Fingerprinting	138	639	462	266	1,000	-	-	1,000
Total P. Services		4,781,674	5,112,768	5,027,111	4,333,371	4,819,956	576,706	93,812	4,149,438

2017-2018 General Fund Expenditure Report

Obj	Description	13/14	14/15	15/16	9/5/2017 16/17	17/18	9-5-17	9-5-17	9-5-17
		Actual	Actual	Actual	Project	Budget	YTD	Encumb	Balance
406	Gas Oil & Lubricants	189,904	152,805	103,868	115,426	193,700	2,714	154,786	36,200
410	Supplies & Materials	356,317	457,671	419,096	490,789	555,341	90,169	41,517	423,655
413	Vehicle repair parts	54,783	50,201	48,980	44,746	55,500	4,830	27,893	22,778
414	Transportation operations	5,262	5,674	6,060	8,776	6,000	1,104	3,505	1,391
420	Textbooks	173,653	240,685	131,379	83,687	193,800	-	15,508	178,292
430	Library Books	6,636	9,934	8,588	5,880	12,794	-	-	12,794
440	Periodicals	3,753	6,012	1,937	5,354	3,640	911	-	2,729
460	Equipment under 5K	122,132	125,632	212,514	178,442	205,618	2,795	15,732	187,091
470	Computer software	139,153	173,513	195,888	181,289	229,850	87,760	21,357	120,733
480	Computer hardware	72,041	255,516	252,444	221,873	195,920	28,542	4,321	163,058
	Total Supplies & Materials	1,123,636	1,477,643	1,380,753	1,336,261	1,652,163	218,823	284,619	1,148,720
540	Equipment	-	6,779	20,047	65,034	52,900	7,500	-	45,400
	Total Capital Outlay	-	6,779	20,047	65,034	52,900	7,500	0	45,400
621	Regular Interest	-	-	-	-	500	-	-	500
640	Dues & Fees	51,933	92,488	67,655	165,509	172,034	12,228	1,750	158,056
650	Insurance & Judgments	210,873	216,456	218,639	230,250	249,000	233,243	-	15,757
670	Taxes & Licenses	-	49	-	-	200	-	-	200
	Total Other Objects	262,806	308,993	286,294	429,759	421,734	245,471	1,750	174,513
710	Transfer - Technology	50,000	175,000	200,000	225,000	-	-	-	-
711	Transfer - Classroom Furniture	-	50,000	50,000	25,000	-	-	-	-
712	Transfer - Textbook Adoption	50,000	350,000	350,000	300,000	50,000	-	-	50,000
713	Transfer - Capital Improvement	150,000	225,000	250,000	250,000	250,000	-	-	250,000
714	Transfer - Track and Turf Fund	100,000	110,000	110,000	10,000	10,000	-	-	10,000
715	Transfer - Athletic Fund	336,000	365,000	365,000	405,000	415,000	-	-	415,000
716	Transfer - Bus Replacement	150,000	250,000	250,000	250,000	250,000	-	-	250,000
717	Transfer - Unemploy Ins	50,000	25,000	15,000	25,000	95,000	-	-	95,000
718	PERS Reserve	-	150,000	500,000	500,000	-	-	-	-
719	Transfer - Food Service	16,369	50,000	65,225	90,656	50,000	-	-	50,000
730	Transfer - Debt Service	-	-	-	100,000	135,000	-	-	135,000
731	Transfer - Academic Achievement	-	10,000	-	-	-	-	-	-
	Total Transfers	902,369	1,760,000	2,155,225	2,180,656	1,335,000	-	-	1,335,000
810	Reserve/Contingency	-	-	-	-	1,085,000	-	-	1,085,000
	Grand Total	32,598,226	34,950,241	37,398,917	38,143,074	42,129,000	2,273,071	17,061,601	22,794,328

2017-2018 All Funds Summary Report

All Funds

Fund	Description	13/14	14/15	15/16	9/5/2017 16/17	16/17	17/18	9-5-17	9-5-17	8-2-17
		Actual	Actual	Actual	Proj. Actual	Proj. EFB	Adopted Budget	Y-T-D	Encumb	Balance
100	General Fund	32,766,866	34,950,241	37,398,917	38,143,074	3,279,464	42,129,000	2,273,071	17,061,601	22,794,328
200	Grant Funds	2,663,753	2,591,884	2,353,551	2,863,553	2,000	5,200,500	143,772	1,115,084	3,941,644
205	Senate Bill 1149	-	185,000	-	-	170,452	245,000	-	-	245,000
212	Academic Achievement	1,500	-	-	-	18,650	28,650	-	-	28,650
230	Bus Replacement	-	100,735	-	633,327	175,006	425,000	-	-	425,000
232	Classroom Furniture	-	50,000	40,792	25,779	8,430	11,500	-	11,833	(333)
240	Textbook Adoption	107,421	18,550	759,564	112,367	192,207	280,000	11,133	2,685	266,181
272	Capital Improvments	319,070	284,536	156,950	151,299	191,207	420,000	-	42,622	377,378
274	Technology	52,899	124,500	495	397,112	345,261	675,000	103,510	9,445	562,045
277	Track and Turf Replacement	100,000	100,000	100,000	-	98,954	139,000	-	-	139,000
279	Student Activity	593,221	590,053	632,780	731,365	491,285	1,120,000	46,561	35,824	1,037,615
286	High School Athletics	445,218	445,055	453,152	547,517	72,194	607,000	15,192	142,073	449,736
292	CTE Local Fund	-	-	-	-	-	-	-	66,049	(66,049)
296	Nutrition Services	1,683,116	1,596,163	1,615,906	1,709,535	439,695	2,050,007	98,611	505,710	1,445,685
299	PERS Reserve	630,000	-	-	-	1,150,000	1,150,000	-	-	1,150,000
300	Debt Service	3,359,330	3,442,481	3,528,481	3,618,481	141,669	3,710,582	-	-	3,710,582
310	Debt Service / SB 1149	5,151	-	-	-	-	-	-	-	-
311	2011 Non-Bonded Debt	223,547	223,547	223,547	223,547	41,306	315,000	-	-	315,000
530	Vocational House Fund	-	-	-	60,415	19,585	200,000	-	-	200,000
601	Unemployment	37,166	37,539	10,646	46,123	74,507	175,000	350	-	174,650
Grand Total		42,988,258	44,740,285	47,274,779	49,263,494	6,911,872	58,881,239	2,692,201	18,992,927	37,196,112
		=====	=====	=====	=====	=====	=====	=====	=====	=====

**LEBANON COMMUNITY SCHOOL DISTRICT
SCHOOL BOARD MEETING
MINUTES
August 10, 2017 - 6:00 PM
District Office – 485 S. 5th Street, Lebanon, Oregon 97355**

A regular School Board Meeting was held at the District Office on August 10, 2017. Those present included:

Richard Borden, Director	Rob Hess, Superintendent
Nick Brooks, Director	Bo Yates, Assistant Superintendent
Russ McUne, Director	Jennifer Meckley, Director of Human Resources
Tom Oliver, Director	Linda Darling, Director of Business

Mike Martin, Director, was absent.

Minutes recorded by Nicole Hundley, Executive Secretary.

GOOD NEWS/COMMUNITY COMMUNICATIONS

1. Summer School

Tami Volz and Nic Bowman discussed the Summer School Program at Cascades School, which served 24 students. This was an enrichment program for any student grades 1-5. FOCUS funds were previously used to fund the program, so the future of the program will depend on if another source of funding can be found. They also held a Kindergarten Jumpstart Program. The programs served breakfast and lunch to the students. The students participated in small group activities, science exploration such as engineering and hands on experiments, and gardening with Rick George. The program is experiencing declining enrollment, so they hope to work on partnering with the Boys and Girls Club and the Lebanon Community Pool in the future so as not to compete with those programs, but rather complement each other.

Kim Fandino discussed the high school Summer School Program. It included a two-day transition program for 150 incoming freshman. The main program was for credit recovery to help students that were behind on graduation requirements. If a student missed two days they were removed from the program. 182 students signed up and 135 students completed summer school, with 84 earning credits and 51 making progress. Six students graduated from work completed during summer school.

AUDIENCE COMMENTS

Chair Tom Oliver welcomed audience comments.

Jenny Pickles, the head Varsity Cheer coach, and Shellie Jackola, the JV Cheer coach, were present to discuss a recent donation from a community leader Rick Franklin. The cheer program practices offsite and outgrew their previous space. They have grown to now include five teams, including junior high and youth programs. Rick Franklin changed the heating, lighting, alarm system and more for one of his warehouses so the cheer program could have their practices. They asked the school district to thank him and recognize his contribution to their program's success.

Sandi Cox discussed kindergarten early enrollment. She noted she had previous communication with the Board and with Superintendent Hess. She hoped the district would reconsider the position of not allowing exceptions to the September 1 age cutoff. She noted that other districts do have policies that allow for exceptions. She also discussed the minutes not being posted on the district website. Tom Oliver explained that the minutes are in the packet and are not posted separately until they are approved.

GENERAL BUSINESS

1. Presentation and Discussion: Construction Excise Tax

Linda Darling along with Russ Allen from Greater Albany Public Schools presented regarding the construction excise tax option that is available to school districts as a revenue source. The law was passed in 2007, and gives the school board the authority to enact the tax. However, a lot of thought, planning and discussion goes into the process. Previously the Board decided not to pursue the tax, but the topic was raised again during the budgeting season this year. Linn County already enacts the tax for Greater Albany Public Schools, but the City of Lebanon would be a new partnership. The rate is set by the state annually. Linda Darling outlined the steps required for implementation: adopting a long term facilities plan, enacting the construction excise tax, entering into intergovernmental agreements with local government agencies to collect the tax, beginning collections, and involving the community. The OSBA has sample intergovernmental agreements and Greater Albany Public Schools has also shared their agreements. Part of this agreement would be negotiating with the government agency on their administrative fee. Linda Darling discussed the allowable expenditures the collected tax could be used for by the district. Russ Allen explained the process that Greater Albany Public Schools went through to begin their tax. He noted that one challenge when faced with growth is that when you want a bond to buy land, the land is by then too expensive or unavailable. The construction excise tax allows you to gain funds earlier. Their district has used some of the funds for modular classrooms. They have five agreements, two counties and three municipalities. He noted that Linn County was difficult to get onboard, and the district's goal was always to minimize the impact on the planning departments for their government agencies. Parties with disagreements are sent to the district to discuss the matter. Greater Albany Public Schools has received roughly \$500,000 per year from the tax. He noted it took three years before all five government agencies were on board with agreements. He noted that Linn County will likely not want to have differing agreements with different districts.

Tom Oliver asked about differing start dates, and Russ Allen explained that the district can begin to collect with whichever entity they have an intergovernmental agreement with. Greater Albany Public Schools collected with the city only until the counties were on board. Russ McUne asked about the administrative fees, and Russ Allen explained that the City of Albany is at 1% and Linn County and Benton County are at 4%. Russ Allen noted that he would not expect a government agency to take on less than 4% due to the work involved in collection. Richard Borden inquired and Russ Allen stated he felt it would be easier to enact a tax now than when it first came out because there are districts to use as examples. Discussion ensued regarding setting the board resolution to state that the rate is whatever is determined by the state rather than re-approving the resolution each year. Russ McUne noted he liked how the district could save the funds collected by the tax each year to wait for a large project. Richard Borden asked if we had looked into past permit trends to see what we might expect in revenue, and Linda Darling explained that based on the Lebanon City Council meeting's estimate of 50 houses last year, that would have resulted in \$130,000 in revenue for the district. This figure does not include county or commercial properties. She provided a rough estimate of \$200,000 to \$250,000 annually. Tom Oliver noted that none of the Board likes talking about adding a tax, but he outlined the other fees that are added on to new construction projects as a part of "paying" for the infrastructure already in place. This would be a similar cost.

Gary Marks, the Lebanon City Manager, then addressed the Board. He thanked Linda Darling for the courtesy call about the topic being up for presentation so the City of Lebanon could also discuss it at their City Council meeting. He noted that the City appreciates the role of the school district in the community and values the organizations' relationship and partnership. The City Council is concerned because they work hard to encourage development, and an added tax may discourage new economic growth. He felt there would be only a small financial return when viewed in scale to capital projects. The City Council expressed that a bond would include the full community's approval. However the City notes the financial difficulties of the district and hopes for continued dialogue on the matter. Russ McUne explained the difficulty the district has had in passing a bond in the Lebanon area. He also discussed how our neighboring communities of Corvallis and Albany have already enacted this tax. He noted that typically he is against tax increases, which he why he voted against is previously, but we are now at a point where it may be needed. Nick Brooks discussed how much the district really can do with \$250,000 each year and how we need to invest back in our schools' infrastructure. Tom Oliver thanked Gary Marks for bringing the City Council's

concerns, and noted that as a previous member of the City's administration team he understands their position. However, the district's financial situation to fund capital improvements leads itself to at least begin the conversation on if this could be a possibility for the community. Richard Borden asked Gary Marks about the potential financial impact to all parties, and Gary Marks noted that they haven't tracked new construction by square footage in the past so it would be difficult to ascertain. Gary Marks felt the comparison to Albany was inaccurate and unfair as most of the city lots in Lebanon have already been claimed and we do not receive many large commercial projects. We are also a much smaller community. Discussion ensued amongst the Board regarding wanting community and City feedback and continuing the dialogue and research. Nick Brooks suggested an ad hoc committee to further explore the idea of a construction excise tax. This committee would research and discuss with the appropriate parties and provide a recommendation to the Board in approximately six months' time. Nick Borden made a motion to create an ad hoc committee consisting of nine members: two Board members, two district administrators, two City of Lebanon representatives, and three community members. Richard Borden seconded the motion. The motion carried unanimously.

2. Policies

Tom Oliver noted that there were some questions as to how the presented policies GDA and IGBAC may impact current employees. Jennifer Meckley will bring the policies back at the next meeting with an explanation of the suggested changes. The policies were tabled until the September meeting.

3. Review: OSBA 360 Survey Results

Renee Sessler from the OSBA discussed the combined survey summary report, providing a comparison of like questions across the three groups: staff, parents, and community. She noted that the OSBA retains all raw data, and anything provided to the Board is completely anonymous. Even those that volunteered their contact information cannot have their responses tied back to them. Tom Oliver noted the response rate, and Renee Sessler agreed that the response rate was high compared to surveys the OSBA has done with other districts. She felt comfortable with the validity of the results based on the response rate. Rob Hess noted he was pleased the district could gain this feedback, as it provides an opportunity to learn and grow. He noted there were over 600 comments and there is much for the district to learn from the community's participation. Tom Oliver noted he was pleased with the positive response on quality education and that there is room for improvement in communication. Discussion ensued regarding communication improvements as a goal for the district and incorporating the survey into the 2020 Vision. Renee Sessler discussed how in only knowing Lebanon from afar and not being a member of the community, she was pleased with how the district views the schools and superintendent, and she sees the survey as a good tool for the district to use for planning and improvements. Rob Hess noted that he will be using the survey to help set his goals with the Board during the executive session. Tom Oliver addressed the employees present at the meeting, noting that the positive results were due to their hard work.

4. Review: SBAC Results

Rob Hess reviewed the SBAC assessment results from the end of the previous school year. He noted that once the state report cards are released, there is additional data as well. Russ McUne noted that he received an email from a different school board on dropping out of SBAC. Rob Hess and Dawn Baker noted that it is a federal requirement to participate in the state assessment in order to receive our federal Title 1 funding. However, families can opt-out of the assessment and those numbers are included in the state report card. It is not a graduation requirement to take the assessment. The SBAC assessment does show higher skills and is interactive in providing students gradual difficulty or lesser difficulty based on their responses. Russ McUne asked and Dawn Baker noted that we need 95% of the students to take the test, and only one building did not meet this percentage of students. Tom Oliver asked how effective of a tool the assessment is, and Rob Hess explained that we have made a correlation to the STAR assessment which provides us predictors of how a student may do in math and language. Most of our curriculum is aligned to the critical thinking skills of the test. This assessment also prepares students for the rigor of the SAT or an AP exam and helps promote a college-going culture. This is also what families use when researching our schools. Russ McUne asked and Rob Hess noted that the high school is researching if they may drop the SBAC assessment

and move to the SAT or a similar test instead, as this could also help our students in accessing scholarships. Nick Brooks asked and Rob Hess discussed how all principals have access to their school's data, and some schools' smart goals may be based on improving their scores. We use the SBAC as a tool for detailed action plans for students, along with a variety of other assessments and tools. We also track students over time to show growth.

5. Discussion: Policy CC-ARs Organization Charts

Rob Hess provided an update to the Board on the progress toward defining supervision and evaluation. Sample policy changes were provided, and additional language is coming from the district's attorney. The Ethics Commission has also been asked to review the district's current practice to verify we are in compliance. Discussion ensued regarding general supervision and direct supervision. Discussion also ensued regarding chain of command. Further updates will be provided as the involved outside parties are able to provide feedback to the district.

DEPARTMENT REPORTS

1. Finance

a. Report

Linda Darling discussed the financial report. The ending fund balance for 2016-2017 did increase, though we remain near our budgeted balance. Old year changes will stop September 1, and Linda Darling noted she does not expect anything significant between now and then. Tom Oliver asked and Linda Darling confirmed that we should be better than budgeted. Linda Darling also reviewed PERS changes. The PERS Board lowered the assumed rate to 7.2%, however the District's liability actually increases because the time period is now longer. We will not see the impact until the next biennium.

2. Operations

a. Summer Updates

Bo Yates reported that the new intergovernmental agreement with the City of Lebanon to handle the District's landscaping is going great and we have noticed a huge improvement. Many building administrators are pleased with their work.

Bo Yates introduced Alisha Port to discuss the Technology Department. They are a team of only two people, and they have been invited to lead a clinic at the ESD because of how well they run their department and serve the district so efficiently. Most districts need a larger team. The department is working on getting like technology in all classrooms, such as a hover cams and smartboards/interactive whiteboards using projectors. We are 80% towards the goal of 1:1 Chromebooks for students. Alisha Port reviewed the Tech in the Classroom student and parent support site that she developed to show what level skills students should be at by grade level. Bo Yates stated he is hoping to have Alisha Port present at professional development opportunities for teachers. Discussion ensued regarding how staff can request technology for their classroom.

3. Human Resources

a. New Teacher Mentoring

Jennifer Meckley reported on a redeveloped mentoring program for new teachers that she has been working with in partnership with the LEA and Maureen Twomey. We provide a stipend to mentors, and have created a checklist of what mentors should work with their mentees on before school starts. Professional development is also provided for both groups. 36 teachers applied to be mentors. We are matching teachers in the same building as close to content level and grade as possible.

b. New Hires Update

Jennifer Meckley reported that 22 licensed staff members had been hired at the time of the packet, and a few more have been added since then. She noted that this is a small number compared to other years. We only have 0.5 FTE left to fill. Usually the special education positions are a challenge to fill, but this was not the case this year.

COMMUNICATION

1. Board

Russ McUne discussed Policy GBL: Personnel Records. He noted that it states the Board can only review personnel files while in session as provided by law. He discussed how a Board member was recently in the personnel file room reviewing files unattended. He was very concerned and stressed that this cannot happen because of risk of confidential information being released. He stated he was very disturbed to hear about the incident. Richard Borden agreed that it is not acceptable and asked that appropriate action be taken. Tom Oliver stated he would seek advice from legal counsel, and asked that the expectation be clearly communicated to the relevant parties. Rob Hess stated that the practice has been changed to reflect policy.

Nick Brooks discussed a letter he recently received from a sixth grade student at Seven Oak advocating for better lunch options. He noted that while her solutions may not be attainable, he felt it was a testament to the school district that she exhibited the critical thinking skills to not only bring forward a problem but also suggest improvement and solutions.

Nick Brooks also commented on how Seven Oak's test scores are concerning in comparison to Lacombe and Hamilton Creek. He also suggested that we should look into how improve the Seven Oak facility appearance.

Nick Brooks discussed the recent loss of a friend and fellow coach. He determined that he had volunteered thousands of hours with kids. Nick Brooks stressed how important that it is to our community and how that is the way Lebanon is successful.

2. Superintendent

Rob Hess welcomed the Board to attend his Welcome Back speech to staff on August 23, 8 AM at the High School auditorium.

Rob Hess discussed having a student representative attend Board meetings. The Board supported the idea.

CONSENT AGENDA

1. Action: Approve July 12, 2017 Board Minutes

2. Action: Approve Hiring/Leave of Absence

- a) Michael Hood – PE/Health Teacher, Seven Oak Middle School (Temporary 2017-2018 School Year)
- b) Kirk Phillips – Title I Reading Teachers, Pioneer School (0.5 FTE, Temporary 2017-2018 School Year)
- c) Diana Wilsey – 5th Grade Teacher, Green Acres School
- d) Shelia Sloan – 5th Grade Teacher, Lacombe School

Richard Borden made a motion to approve the minutes for July 12, 2017. Russ McUne seconded the motion. The motion carried unanimously.

Russ McUne made a motion to approve the hiring of listed new staff. Richard Borden seconded the motion. The motion carried unanimously.

AUDIENCE COMMENTS

Sandi Cox suggested that the district take into account the timing of the next staff/parent/community survey. She noted that the end of the school year is a stressful and busy time, and it may be better to have it earlier in the Spring.

ADJOURN

The meeting adjourned at 8:21 PM.

Tom Oliver, Board Chair

Rob Hess, Superintendent