

**LEBANON COMMUNITY SCHOOL DISTRICT  
SCHOOL BOARD AGENDA  
Lebanon School District Office  
485 S. 5<sup>th</sup> St. Lebanon, OR 97355  
April 28, 2016  
AMENDED**

**A. CALL TO ORDER/WELCOME/FLAG SALUTE– 6:00 p.m. District Office Board Room**

Liz Alperin  
Richard Borden  
Jerry Williams  
Michael Martin  
Russ McUne

**B. 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.

**C. GOOD NEWS**

1. **Report:** Seven Oak Programs for 2016-2017/Wayne Reposa

**D. GENERAL BUSINESS**

1. **Action:** Adopt on 2nd Reading of Policies: (Enclosure D-1)  
- GCBDD/GDBDD – Sick Time  
- JEC – Admissions
2. **Action:** Approve or Adopt on 1st Reading of 2016-2017 District Calendar (Enclosure D-2)

**E. FINANCE**

1. **Action:** PACE Declaration of Trust Resolution (Enclosure E-1)

**F. OPERATIONS**

1. **Action:** Approve on 1<sup>st</sup> Reading Renaming Track and Field (Enclosure F-1)

**G. CONSENT AGENDA**

1. **Action:** Approve April 14, 2016 Board Minutes (Enclosure G-1)
2. **Action:** Approve Jonnie Barnett's Leave of Absence for 2016-2017 School Year (Enclosure G-2)

**H. BOARD OF EDUCATION TIME/DISCUSSION**

May 12, 2016	6:00 p.m./District Office Board Room	Regular Board Meeting
May 12, 2016	7:00 p.m./District Office Board Room	Budget Committee Meeting #3
May 26, 2016	7:00 p.m./District Office Board Room	Public Budget Hearing & Special Board Meeting
June 9, 2016	6:00 p.m./District Office Board Room	Regular Board Meeting

**I. BOARD COMMUNICATION**

**J. SUPERINTENDENT COMMUNICATION**

**K. 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.

## Sick Time\*

“Employee” means an individual who is employed by the district and who is paid on an hourly, stipend or salary basis, and for whom withholding is required under Oregon Revised Statute (ORS) 316.162-316.221. The definition does not include volunteers or independent contractors.

Employees qualify to begin earning and accruing sick time on the first day of employment with the district. The district shall allow an eligible employee to access up to 40 hours of paid sick time per year.

### January 1, 2016 – June 30, 2016

#### All Employee Groups:

Paid sick time shall accrue at the rate of one hour of paid sick time for every 30 hours the employee works.

### Beginning July 1, 2016

#### Represented Employees:

Paid sick time of 40 hours shall be front-loaded for all fulltime represented licensed, fulltime represented classified, and part-time represented employees working 4.5 or more hours per day.

Part-time represented employees working *less* than 4.5 hours per day will accrue paid sick time at the rate of one hour of paid sick time for every 30 hours worked.

#### Non-Represented Employees:

Paid sick time of 40 hours shall be front-loaded for all fulltime non-represented employees and part-time non-represented employees working 4.5 or more hours per day.

Part-time non-represented employees working *less* than 4.5 hours per day, substitutes, stipend employees (i.e. mentor), and at-will employees will accrue paid sick time at the rate of one hour for every 30 hours worked.

The employee may carry up to 40 hours of unused sick time from one year to the subsequent year. An employee is limited to using no more than 40 hours of sick time in a year.

Sick time shall be taken as follows:

- 15 minutes increments for all full or part-time licensed, full or part-time classified, full or part-time non-represented employees
- 1 hour increments for coaches and other stipend staff, classified substitutes and at-will employees
- 4 hour increments for certified substitutes

Sick time may be used for the employee's or a family member's<sup>1</sup> mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive care, or for reasons consistent with the Family Medical Leave Act (FMLA) or OFLA. Sick time may also be used in the event of a public health emergency.

The use of sick time may not lead to, or result in, an adverse employment action against the employee.

The district reserves the right after five consecutive days of absence, to require proof of personal illness or injury from an employee, including a medical examination by a physician chosen and paid for by the district. An employee refusing to submit to such an examination or to provide other evidence as required by the district, shall be subject to appropriate disciplinary action, up to and including dismissal.

When the reason for sick time is consistent with FMLA/OFLA leave, the sick time and the FMLA/OFLA leave may run concurrently. When the reason for sick time is consistent with sick leave per ORS 332.507, the sick time and sick leave will run concurrently.

If the reason for sick time is a foreseeable absence, the district may require the employee to provide advance notice of their intention to use sick time as soon as is practical. When the employee uses sick time for a foreseeable absence, the employee shall take reasonable effort to schedule the sick time in a manner that does not unduly disrupt the operations of the district (e.g., grading deadlines, inservice training, mandatory meetings).

If the reason for sick time is unforeseeable, such as an emergency, accident or sudden illness, the employee shall notify the district as soon as is practical.

The district shall establish a standard process to track the eligibility for sick time of a substitute. Substitutes must complete a written request to use paid sick time within five days of their absence.

## END OF POLICY

### Legal Reference(s):

ORS 332.507  
ORS 342.545

ORS 342.610  
ORS 659A.150 to -659A.186

SB 454 (2015)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2006); 28 C.F.R. Part 35 (2006).  
Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601-2654 (2006); Family and Medical Leave Act of 1993, 29 C.F.R. Part 825 (2006).

Americans with Disabilities Act Amendments Act of 2008.

R1/14/16 | PH

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<sup>1</sup>"Family member" is defined by the Oregon Family Leave Act (OFLA).

# Lebanon Community Schools

Code: JEC  
Adopted: 4/15/10  
Readopted: 1/20/11, 3/10/16  
Orig. Code(s): JEC

## School Admission and Open Enrollment

Students, legally residing within the district's boundaries, are eligible to attend the district schools. Compulsory attendance is established by state statute with provision for exceptions under specified conditions.

State law requires a student whose sixth birthday is on or before September 1 to enroll in a public school; and recognizes a student who is age five on or before September 1 to be kindergarten age.

Students between the ages of 5 and 19 who are not legally emancipated or wards of a public agency shall be considered resident for school purposes in the school district in which their parents or guardian reside.

Students located in the district shall not be excluded from admission solely because the student does not have a fixed place of residence or solely because the student is not under the supervision of a parent.

The district may admit an otherwise eligible person who is not receiving special education and who has not yet attained 21 years of age prior to the beginning of the current school year if the person is shown to be in need of additional education in order to secure a diploma.

All new students must register in the office of the school of residence. Registration requirements include proof of the student's birth date (e.g. a birth certificate, a hospital record, a baptismal record or a signed affidavit). Students must meet state law in regards to required inoculations and other health related requirements in order to be admitted to school.

The Board recognizes that the educational goals of the district can best be attained through educational programs as diverse as students' needs within a pluralistic society. Therefore, the Board encourages the development of a variety of school options through the cooperative efforts of educators, parents, students, and/or community resources.

Students have a right to attend the neighborhood school which is within the attendance boundaries of which they are also resident. ~~This right does not supersede the district's right to place students at another neighborhood school when overcrowding exists or when a different placement is considered to be in the best interest of students.~~ The district will consider parent or guardian applications for open enrollment outside their neighborhood attendance area in accordance with district regulations. Parents may apply for more than one school by priority order.

When open enrollment applications are approved by the district, the student may continue at the transferred school until such time the student completes that level of instruction provided at that site contingent on space being available.

END OF POLICY

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**Legal Reference(s):**

[ORS 327.006](#)

[ORS 336.092](#)

[ORS 339.010](#)

[ORS 339.020](#)

[ORS 339.030](#)

[ORS 339.115](#)

[ORS 339.125](#)

[ORS 339.133](#)

[ORS 339.134](#)

[ORS 433.267](#)

[OAR 581-022-0705](#)

Illegal Immigration and Immigration Reform Act of 1996, 8 U.S.C. §§ 1101, 1221, 1252, 1224, 1363, 1367 (2006).

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

**Cross Reference(s):**

JECB - Admission of Nonresident Students

JECBD - Homeless Students

# Lebanon Community Schools 2016-2017 Calendar "A"

D=Staff Development  
P=Preparation  
Shaded = Non Contract  
H=Holiday  
C=Parent Conferences  
S=Semester  
Q=Quarter

Aug. 2016							Sept. 2016						
S	M	T	W	H	F	S	S	M	T	W	H	F	S
	1	2	3	4	5	6						1	2
7	8	9	10	11	12	13	4	5H	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17
21	22	23D	24P	25F	26	27	18	19	20	21	22	23	24
28	29*	30	31				25	26	27	28	29	30	
Class: 3							Class: 21						
Other: D=1, P=2							Other: H=1						

Oct. 2016							Nov. 2016							Dec. 2016						
S	M	T	W	H	F	S	S	M	T	W	H	F	S	S	M	T	W	H	F	S
						1			1C	2C	3	4	5						1	2
2	3	4	5	6	7	8	6	7	8	9	10	11H	12	4	5	6	7	8	9	10
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
16	17	18	19	20	21	22	20	21	22	23	24H	25	26	18	19	20	21	22	23	24
23	24	25	26	27	28Q	29	27	28	29	30				25	26H	27	28	29	30	31
30	31P																			
Class: 20							Class: 16							Class: 12						
Other: P=1							Other: C=2, H=2							Other: H=1						

Jan. 2017							Feb. 2017							Mar. 2017						
S	M	T	W	H	F	S	S	M	T	W	H	F	S	S	M	T	W	H	F	S
1	2	3	4	5	6	7				1	2	3	4				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11
15	16H	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18
22	23	24	25S	26P	27P	28	19	20H	21	22	23	24	25	19	20	21	22	23	24	25
29	30	31					26	27	28					26	27	28	29	30	31	
Class: 18							Class: 19							Class: 18						
Other: P=2, H=1							Other: H=1							Other:						

Apr. 2017							May. 2017							June. 2017						
S	M	T	W	H	F	S	S	M	T	W	H	F	S	S	M	T	W	H	F	S
						1		1	2	3	4	5	6						1	2
2	3	4	5	6Q	7P	8	7	8	9	10	11	12	13	4	5	6	7	8S*	9P	10
9	10C	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
23	24	25	26	27	28	29	28	29H	30	31				25	26	27	28	29	30	
30																				
Class: 18							Class: 22							Class: 6						
Other: P=1, C=1							Other: H=1							Other: P=1						

Qtr.	Class	Parent Conf.	Prep	Staff Day	Holi-day	Contact
1st Aug-Sept						
	24		2	1	1	28
2nd Oct.-Dec.						
	48	2	1		3	54
3rd Jan.-March						
	55		2		2	59
4th April-June						
	46	1	2		1	50
Total	173	3	7	1	7	191

## Lebanon Community Schools 2016-2017 Calendar "A"

August 23, 2016	Staff Development Day
August 24, 2016	Staff Preparation
August 25, 2016	Staff Preparation Day
August 29, 2016	SCHOOL BEGINS
September 5, 2016	Holiday - Labor Day-NO SCHOOL
October 28, 2016	End of Quarter
October 31, 2016	Staff Preparation Day -- NO SCHOOL
November 1, 2016	Parent Conference -NO SCHOOL
November 2, 2016	Parent Conference- NO SCHOOL
November 11, 2016	Holiday - Veterans Day - NO SCHOOL
November 23, 2016	Non-Contract Day - NO SCHOOL
November 24, 2016	Holiday - Thanksgiving -NO SCHOOL
November 25, 2016	Non-Contract Day - NO SCHOOL
December 19-31, 2016	Non-Contract Days-Winter Break - NO SCHOOL
December 25, 2016	Holiday - NO SCHOOL
January 2, 2017	Non-Contract Days-Winter Break - NO SCHOOL
January 3, 2017	Classes Resume
January 16, 2017	Holiday-Martin Luther King Jr. Day - NO SCHOOL
January 25, 2017	End of the Semester
January 26, 2017	Staff Preparation Day - NO SCHOOL
January 27, 2017	Staff Preparation Day - NO SCHOOL
February 20, 2017	Holiday-Presidents' Day - NO SCHOOL
March 27-31, 2017	Spring Break - NO SCHOOL
April 6 2017	End of Quarter
April 7, 2017	Staff Preparation Day - NO SCHOOL
April 10, 2017	Parent Conferences - NO SCHOOL
May 29, 2017	Holiday - Memorial Day - NO SCHOOL
June 2, 2017	Strawberry Fair - EARLY DISMISSAL
June 6, 2017	High School Graduation
June 8, 2017	Classes End - EARLY DISMISSAL
June 9, 2017	Preparation Day

\* Some students may begin school later due to incoming student orientation. More information will be provided by the school.  
EMERGENCY CLOSURE MAKE-UP CONTINGENCY PROCEDURES STEPS IN ORDER:

1. Up to six (6) class days on June 9 & 12-16

*Early Release Collaboration Days will be every Wednesday beginning September 7 for all schools*

# Lebanon Community Schools 2016-2017 Calendar REVISED "B"

D=Staff Development  
P=Preparation  
Shaded = Non Contract  
H=Holiday  
C=Parent Conferences  
S=Semester  
Q=Quarter

Aug. 2016							Sept. 2016						
S	M	T	W	H	F	S	S	M	T	W	H	F	S
	1	2	3	4	5	6					1P	2	3
7	8	9	10	11	12	13	4	5H	6*	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24
28	29	30D	31P				25	26	27	28	29	30	
Class:							Class: 19						
Other: D=1, P=1							Other: P=1, H=1						

Oct. 2016							Nov. 2016							Dec. 2016						
S	M	T	W	H	F	S	S	M	T	W	H	F	S	S	M	T	W	H	F	S
						1			1C	2C	3	4	5					1	2	3
2	3	4	5	6	7	8	6	7	8	9	10	11H	12	4	5	6	7	8	9	10
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
16	17	18	19	20	21	22	20	21	22	23	24H	25	26	18	19	20	21	22	23	24
23	24	25	26	27	28Q	29	27	28	29	30				25	26H	27	28	29	30	31
30	31P																			
Class: 20 Other: P=1							Class: 16 Other: C=2, H=2							Class: 12 Other: H=1						

Jan. 2017							Feb. 2017							Mar. 2017						
S	M	T	W	H	F	S	S	M	T	W	H	F	S	S	M	T	W	H	F	S
1	2	3	4	5	6	7				1	2	3	4				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11
15	16H	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18
22	23	24	25S	26P	27P	28	19	20H	21	22	23	24	25	19	20	21	22	23	24	25
29	30	31					26	27	28					26	27	28	29	30	31	
Class: 18							Class: 19							Class: 18						
Other: P=2, H=1							Other: H=1							Other:						

Apr. 2017							May. 2017							June. 2017						
S	M	T	W	H	F	S	S	M	T	W	H	F	S	S	M	T	W	H	F	S
						1		1	2	3	4	5	6					1	2	3
2	3	4	5	6Q	7P	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
9	10C	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15*S	16P	17
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
23	24	25	26	27	28	29	28	29H	30	31				25	26	27	28	29	30	
30																				
Class: 18 Other: P=1, C=1							Class: 22 Other: H=1							Class: 11 Other: P=1						

Qtr.	Class	Parent Conf.	Prep	Staff Day	Holiday	Contact
1st Aug-Sept						
	19		2	1	1	23
2nd Oct.-Dec.						
	48	2	1		3	54
3rd Jan.-March						
	55		2		2	59
4th April-June						
	51	1	2		1	55
Total	173	3	7	1	7	191

## Lebanon Community Schools 2016-2017 Calendar REVISED "B"

August 30, 2016	Staff Development Day
August 31, 2016	Staff Preparation
September 1, 2016	Staff Preparation Day
September 5, 2016	Holiday - Labor Day-NO SCHOOL
September 6, 2016	SCHOOL BEGINS
October 28, 2016	End of Quarter
October 31, 2016	Staff Preparation Day -- NO SCHOOL
November 1, 2016	Parent Conference -NO SCHOOL
November 2, 2016	Parent Conference- NO SCHOOL
November 11, 2016	Holiday - Veterans Day - NO SCHOOL
November 23, 2016	Non-Contract Day - NO SCHOOL
November 24, 2016	Holiday - Thanksgiving -NO SCHOOL
November 25, 2016	Non-Contract Day - NO SCHOOL
December 19-30, 2016	Non-Contract Days-Winter Break - NO SCHOOL
December 25, 2016	Holiday - NO SCHOOL
January 2, 2017	Non-Contract Days-Winter Break - NO SCHOOL
January 3, 2017	Classes Resume
January 16, 2017	Holiday-Martin Luther King Jr. Day - NO SCHOOL
January 25, 2017	End of the Semester
January 26, 2017	Staff Preparation Day - NO SCHOOL
January 27, 2017	Staff Preparation Day - NO SCHOOL
February 20, 2017	Holiday-Presidents' Day - NO SCHOOL
March 27-31, 2017	Spring Break - NO SCHOOL
April 6 2017	End of Quarter
April 7, 2017	Staff Preparation Day - NO SCHOOL
April 10, 2017	Parent Conferences - NO SCHOOL
May 29, 2017	Holiday - Memorial Day - NO SCHOOL
June 2, 2017	Strawberry Fair - EARLY DISMISSAL
June 13, 2017	High School Graduation
June 15, 2017	Classes End - EARLY DISMISSAL
June 16, 2017	Preparation Day

\* Some students may begin school later due to incoming student orientation. More information will be provided by the school.

### EMERGENCY CLOSURE MAKE-UP CONTINGENCY PROCEDURES STEPS IN ORDER:

1. Up to six (6) class days on June 16 & 19-23

*Early Release Collaboration Days will be every Wednesday beginning September 14 for all schools*

**Lebanon Community School Board**  
**PACE Declaration of Trust Resolution 1516-3**

**Whereas** Lebanon Community School District is a member of Property and Casualty Coverage for Education (PACE), a self-insured, property and liability program with Oregon School Boards Association (OSBA);

**Whereas** the OSBA Board of Directors have approved a new PACE Declaration of Trust;

**Whereas** the it is required for all PACE members to adopt the PACE Declaration of Trust to enter into an intergovernmental agreement with PACE and continue to receive PACE benefits;

**Therefore**, be it resolved that the **Lebanon Community School Board** of Directors adopts the PACE Declaration of Trust and Form of Joinder to Trust Agreement.

Passed this day of April 28, 2016.

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Superintendent

**\*\*IMPORTANT\*\***  
**REQUIRES BOARD ACTION**

DATE: March 28, 2016

TO: PACE Members

FROM: Phil Wentz, PACE Board Chair

SUBJECT: New PACE Trust Agreement Requires Board Action

**2015-2016 PACE  
BOARD OF TRUSTEES**

**Chair**

Phil Wentz  
Facilities Manager  
Tigard-Tualatin 23J

**Vice Chair**

Debbie Laszlo  
Reg. Risk/Benefits Mgr.  
Redmond 2J

Andresen

Dir., Contracts & Risk  
Central Oregon CC

Marie Knight

Fiscal Assistant  
Vernonia 47J

Craig Prewitt

Board Chair  
Phoenix-Talent 4

John Rexford

Superintendent  
High Desert ESD

Michael Schofield

Chief Financial Officer  
Gresham-Barlow 10

Adam Stewart

Chief Financial Officer  
Hillsboro 1J

Brett Yancey

Dir., Bus. Operations  
Springfield 19

Oregon law requires that self-insured public entity programs be formed through an intergovernmental agreement between the participating entities. PACE's original trust was adopted in 2006 and the Trustees just completed a review of the original trust and proposed a couple of changes to the OSBA Board of Directors.

Now that the new PACE Declaration of Trust has been approved by the OSBA Board of Trustees, it is necessary to have all of the trust members have their boards adopt the Joinder of Trust Agreement. The Joinder of Trust Agreement is located on the last page of the enclosed Declaration of Trust. By signing the Joinder of Trust Agreement your board will be entering into an intergovernmental agreement with PACE.

Before renewing in the PACE self-insured, property, and liability program, your board will need to adopt the enclosed Joinder of Trust Agreement and return a signed copy to PACE. We understand that this is not an easy task for PACE's many members to accomplish, but we assure you we would not be taking this action if the Trustees did not feel it was absolutely necessary to protect the trust's assets, which all of the members have helped build over the past 10 years.

**Following is the deadline for sending back the signed resolution to PACE by:**

- **June 30, 2016**
- **Please return the signed resolution to underwriting@sdao.com or FAX to (503) 371-4781**

I am sure you and your board members will have questions about the new Trust Agreement. In anticipation of your questions, following are some frequently asked questions and answers for your reference.

### **FREQUENTLY ASKED QUESTIONS:**

#### **What is my district's financial risk as part of a self-insured program?**

The revised Declaration of Trust does not increase your district's financial liability any more than you currently have under the existing Trust Agreement. The PACE Trust is a non-assessable trust. This means that your district can never be asked to contribute additional funds, other than your annual contributions, to cover your claims or the claims of any other member. It also means, though, that you are ultimately responsible for your own claims liabilities in the event the trust is not able to pay your claims. The PACE Trustees are dedicated to making sure this never happens by being extremely conservative with the amount of funds the trust retains to pay claims. Based on a certified actuary's estimates, PACE has over \$32 million to satisfy all claims liabilities. When not used in the day-to-day business operations, these funds are invested, which allows for reinvestment of PACE resources into programs that reduce members' risks and keep rates low. In addition, the trust purchases reinsurance that puts a cap on the trust's and members' claims liability.

#### **Why is the Trust Agreement an intergovernmental agreement?**

Oregon law requires that for local governments to form their own self-insured programs they must do so by entering into an intergovernmental agreement. Intergovernmental agreements require each participating organization to have a resolution adopted by its Board of Directors. The enclosed Joinder of Trust Agreement can be considered a suggested board resolution.

#### **What are the primary differences between this new Trust Agreement and the original agreement?**

There are two substantive changes to the Trust Agreement. First, Trustees created a dispute resolution process in the new Trust Agreement that encourages the parties to resolve any disputes at the lowest possible level.

Secondly, under the new agreement, Trustees will be allowed to serve up to three terms of three years, adding stability to the program and allowing Trustees the ability to apply the education they have received to the complexities of the insurance program.

#### **Why can't my district find a resolution adopting the original Trust Agreement?**

When the original Trust Agreement was created in 2006, the originators did not believe the Trust Agreement needed to be approved by the participating members. They had

an opinion that the coverage documents issued to members at their insurance renewals were considered an intergovernmental agreement that was entered into with the members when the members paid their contributions. With changes in law and philosophy over time, we believe that the best course of action for the newly amended Declaration of Trust is for each member to sign a resolution agreeing to enter into the Trust Agreement as an intergovernmental agreement.

**What happens if my district does not adopt the resolution?**

Unfortunately, if your district does not adopt the Joinder of Trust Agreement, your district will no longer be able to participate in the property or liability program. Your district will not be able to renew its coverage in these programs when your current policy term expires.

**Whom should I contact if I have questions about the enclosed materials?**

PACE Administration  
Lisa M. Freiley  
Staff Counsel  
[lfreiley@osba.org](mailto:lfreiley@osba.org)  
(503) 588-2800  
(800) 578-6722

# RESTATED TRUST AGREEMENT

## Property and Casualty Coverage for Education

THIS DECLARATION AND AGREEMENT creating the OSBA PROPERTY AND CASUALTY COVERAGE FOR EDUCATION TRUST (OSBA PACE), hereinafter referred to as the "Trust," is made and entered into by and between the OREGON SCHOOL BOARDS ASSOCIATION, acting by and through its Board of Directors, and the TRUSTEES signatory hereto,

WITNESSETH:

WHEREAS, the Oregon School Boards Association, hereinafter referred to as the "Association," is an organization of school boards of school districts in the State of Oregon established to promote the common interests of its members and to institute programs to assist those members in performing their governmental functions in a cost effective way; and

WHEREAS, the Association desires to establish a program whereby the risks incurred by its members in the areas of tort liability, property loss and workers' compensation may be effectively and economically managed and whereby insurance and self-insured retention of such risks may be most responsibly and economically funded; and

WHEREAS, the Association has agreed to establish such a program and to make arrangements for those members of the Association which desire to do so to procure and maintain group insurance coverages or participate in group self-insurance for the benefit of such members; and

WHEREAS, the Association is merely an association and the establishment of a trust is necessary and desirable for the receipt, protection, management and disposition of the premiums, contributions and other collections to be received; and

WHEREAS, the purpose of this agreement, therefore, is to establish a trust which will protect and manage insurance premiums, contributions and other collections related to the program; oversee the management and administration of the program; and approve the necessary contracts, insurance policies, premium and fee schedules, and other arrangements necessary to implement the program for the benefit of those members of the Association that choose to participate; and

WHEREAS, the undersigned Trustees have consented to act as the initial trustees under this Trust Agreement, and their consent shall be evidenced by their signatures hereto,

NOW, THEREFORE, in consideration of the benefits to be derived for the participating members of the Association and the mutual promises and agreements hereinafter set forth, the parties agree as follows:

1. **Creation of Trust:** The Association hereby establishes a trust to be known as the "OSBA Property and Casualty Coverage for Education Trust" (OSBA PACE) which shall in all respects be governed by the laws of the State of Oregon and administered to accomplish the purposes expressly, and by necessary implication, contained herein.

until accepted by the OSBA Board of Directors. To the extent practicable, the OSBA Board of Directors shall appoint a successor (including the incumbent if it be so desired) prior to the expiration of a term of a trustee, which appointee shall assume the duties of office upon appointment.

- (e) (Reorganized paragraph) The Trustees shall submit a list of nominated candidate(s) to the OSBA Board of Directors for consideration. If the list of candidates is not acceptable by the OSBA Board of Directors, the Trustees will continue to submit nominated candidate(s) for consideration until accepted by the OSBA Board of Directors. Vacancies in the office of a trustee shall be filled by a majority vote of Directors of the Association from the list submitted by the Trustees.
- (f) During the period of any vacancy or vacancies among the trustees, the remaining trustees shall have full power to act.
- (g) No Trustee shall serve, and no appointment shall be effective, until such appointee acknowledges in writing full and, unconditional acceptance of the terms of this Trust.
- (h) The Trustees shall designate a chair to preside at meetings of the trustees and to possess such powers and to perform such duties as the holder of such an office usually has and performs. The Trustees shall also designate a vice-chair to act in the absence of the chair. In the absence of both the chair and the vice-chair, the Trustees constituting a quorum may elect a chair pro tempore for purposes of conducting a meeting and transacting Trust business. All such officers of the Trustees may vote on any issue or matter properly before the Trustees.
- (i) The Executive Director of the Oregon School Boards Association shall be designated as the Program Administrator. The Program Administrator, or his designee, shall serve as an ex-officio Trustee. The Trustees shall require the Program Administrator to keep and preserve minutes of the meetings of the Trustees and possess such powers and perform such duties as the holder of such an office usually has and performs.
- (j) A Trustee may resign by notification to the Program Administrator. If such notification is made orally, the Program Administrator shall reduce it to writing. The written notice of resignation shall be delivered to the chair of the Trust. Such written notice of resignation may state a prospective date upon which such resignation shall become effective; otherwise, such resignation shall become effective upon acceptance by the OSBA Board of Directors. Upon the effective date of any such resignation, such Trustee shall become and be fully discharged from all further duties, responsibilities or liabilities associated with such office. A Trustee, upon vacating such office, shall promptly deliver to the remaining Trustees or Program Administrator any and all records, books, documents, monies or other property of the Trust in the possession or under the control of such Trustee.
- (k) Any Trustee may be removed from office because of a violation of their fiduciary responsibilities by the OSBA Board of Directors.

4. **Powers of Board of Trustees:** In furtherance of the purposes set forth in this Trust, the Trustees shall have such powers as may be necessary or prudent to discharge their responsibilities in

in policy and operations of the Trust and to appoint qualified persons to such committees to serve at the pleasure of the trustees.

- (j) To receive, hold, and manage premiums for such programs authorized by the trustees, to invest, reinvest, and manage funds received for such purposes and to transmit to the proper recipient premiums received. To employ such agents, advisors and counsel as may be reasonably necessary in collecting, managing, administering, investing and distributing the assets of the fund and to charge the expense thereof to the Trust.
- (k) Subject to the laws of the State of Oregon, if any premiums or expenses as hereinafter provided for are not paid by a member of the Association within thirty (30) days from the date of notification that the same is due, the Trustees may terminate that member's right to participate further under this trust and any program established hereunder; and thereupon, without further notice, any insurance as may exist for the benefit of such member may be terminated. Any such member whose participation is so terminated may be reinstated and entitled to subsequent participation by appropriate approval by the Trustees and upon such terms and conditions as the Trustees shall prescribe.
- (l) The Trustees shall not be entitled to any remuneration for their services but they may be reimbursed for reasonable expenses incurred by them in connection with the performance of their duties as trustees. To the extent that such Trustee is reimbursed by a Member or other entity for expenses as Trustee, such Trustee shall not be so reimbursed, but such reimbursement may be paid to the Member or other entity, as the case may be, with respect to which such Trustee is an employee.
- (m) The Trustees may delegate any of their non-discretionary powers to the Program Administrator, service administrator or other staff retained by the Trustees as the Trustees deem it appropriate.
- (n) The Trustees shall require all persons performing services to the Trust to be bonded or insured in a form and amount set by the Trustees. The cost of such bond may be paid out of Trust funds.
- (o) To promulgate bylaws for the operation of the Trustees and to make reasonable rules and regulations for the fulfillment of the purposes of the Trust and the programs to be established pursuant hereto. Violation of any such rules and regulations by a participating member shall also be cause for termination of participation hereunder or in any program instituted pursuant hereto after notice given as the Trustees in its sole discretion shall determine. Reinstatement of any such violator shall rest in the absolute discretion of the Trustees and upon such terms and conditions as the Trustees shall determine.
- (p) The Trustees may maintain a bank account or bank accounts in such depositories as the Trustees may select and may empower any person or persons selected by them to draw and sign checks against any funds deposited therein. To hold cash, uninvested, for such length of time as the Trustees may determine without liability for interest thereon.
- (q) To engage and pay for such accounting, legal or other professional advice or assistance as in the discretion of the Trustees may be required. The Trustees may pay for such services out of Trust funds.

- (b) To receive the appropriate amount of premiums and remit the same promptly to the appropriate insurer or its representative entitled to receive the same, or retain such premium in the Trust if pertaining to a self-insurance program.
- (c) If any dividends or benefits are received by the trustees, the same shall be used by the trustees as a part of the trust funds or used to reduce premiums on an equitable basis all as shall be determined by the trustees in their sound discretion.
- (d) To keep accurate account books and records reflecting all transactions of the Trust and to provide for an annual audit of Trust funds, accounts and operations, and financial reports as the Trustees deem necessary. Copies of such audits and financial reports shall be furnished to each Trustee. The cost of such audits may be paid out of Trust funds.
- (e) To furnish to participating members such special reports or information as they reasonably require, provided the Trustees in its sound discretion may make the payment of the expense of furnishing the same a condition precedent to doing so.
- (f) To examine and re-examine the nature and provisions of insurance obtained by members and to seek to improve the coverage and the cost thereof.
- (g) The Trustees may delegate these duties to the Program Administrator, other service administrator or other staff retained by the Trustees as the Trustees deem it appropriate.
- (h) If services are not otherwise provided by the Trust, the Trustees shall obtain the services of a service company for the purpose of administering claims. The service company shall adhere to guidelines for the performance of its duties as set forth by the Trustees.
- (i) Pay claims to or on behalf of the Members in accordance with purposes of the Trust Agreement, Bylaws, Rules and coverage documents.
- (j) Create a reserve for the payment of claims.
- (k) Pay or provide for the payment on behalf of Members hereunder all premiums as they become due to an insurer on any policy of insurance.
- (l) Cause to be maintained accounts of all investments, receipts, disbursements and all other transactions affecting funds or property of the Trust.
- (m) Engage an independent certified public accountant to perform a financial audit of the Trust at least once per fund year and to report regarding such audit to the Members at the meetings of the Members.
- (n) Engage an independent and qualified actuary to perform actuarial calculations and provide advice regarding the sufficiency of the loss funds as frequently as is required for prudent management.
- (o) Maintain minutes of all meetings of the Trustees and Members and cause copies thereof to be distributed in a timely manner to all Trustees.

- (c) Surplus funds, including the income from investments of the Trust, in excess of obligations payable under this Section may, at the direction of the Trustees, be distributed in whole or in part, from time to time, to participants in the program, either directly or by way of reduction of premiums, contributions or other fees assessed to participants. Such distributions shall be based upon such formula as the Trustees shall approve except as provided in this section, investment income shall remain with the Trust for reinvestment or satisfaction of the obligations of the Trust as provided in Paragraph 7(a).

**8. Membership in the Trust:**

- (a) School boards and districts, education services districts, and community colleges represented by them (as such terms are defined in the Constitution and Bylaws of the Association) which are members of the Association and any Charter School (established pursuant to ORS Chapter 338) that is sponsored by a participating member of OSBA-PACE or a district that is self insured who purchases excess coverage from the OSBA-PACE may participate under this Trust and in all programs established pursuant hereto. To participate, the school board and district shall make application for membership to the Trustees under such terms and conditions as the Trustees may reasonably require. Membership shall be granted to any qualified applicant which agrees to comply with such terms and conditions unless good reasons exist why membership should be denied.
- (b) A member's participation in the Trust may be terminated or not renewed by the Trustees in the event it ceases to be qualified under Paragraph 8(a) above, subject to any vested right not otherwise subject to termination for cause, which the member may have acquired in such participation. The Trust may terminate membership and participation of any Member who fails to comply with the reasonable requirements of the Trustees concerning payment of contributions or premiums, compliance with loss prevention programs or cooperation with the Trust staff and agents or for any other reason that may be detrimental to the fiscal soundness or efficiency of the Trust.

**9. Termination of Trust:**

- (a) The Trust shall terminate upon the happening of any of the following:
  - (1) The date on which all participating members shall cease to be members of the Association.
  - (2) The date on which there are no members of the Association participating in the services offered by or indemnified or insured by or through the Trust.
  - (3) Upon notice in writing requesting termination given by the OSBA Board of Directors to the Trustees and all participating members.
  - (4) Upon the dissolution, adjudication of bankruptcy or appointment of a receiver for the Association.
- (b) Notwithstanding anything contained herein, the voluntary termination of the Trust identified in Paragraph 9(a)(3) above shall not occur until the expiration or termination of every policy, contract or other agreement under which any member participates in the services offered by or is indemnified or insured by or through the Trust.

and the other half will be paid by the affected Member, or if more than one Member, each shall contribute equally to that half or otherwise as they may agree). All of the offers, promises and conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any ASP employees, are confidential and privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, providing that evidence that is otherwise admissible and discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

- (c) **Mandatory Arbitration:** If the matter is not resolved through mediation, then it shall be submitted to ASP, or its successor, for final and binding arbitration pursuant to the rules for commercial arbitration for ASP. The Trust or a Member may initiate the arbitration with respect to the matter submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the parties agree. At no time prior to the Earliest Initiation Date will either side initiate an arbitration or litigation related to this Agreement, except as provided by the rules of commercial arbitration for ASP or by agreement of the parties. All applicable statutes of limitations and defenses based upon the passage of time shall be tolled until 15 days after the Earliest Initiation Date. The parties will take such action, if any is required, to effectuate such tolling. The dispute will be settled by a single arbitrator. The parties will cooperate with ASP and with one another in selecting an arbitrator and in scheduling arbitration proceedings. Arbitration will occur in Salem, Oregon unless the parties otherwise agree. The parties will be entitled to conduct discovery in accordance with the Federal Rules of Civil Procedure, subject to limitation by the arbitrator to secure the just and efficient resolution of the dispute. If the amount in controversy exceeds \$250,000, the arbitrator's decision shall include a statement specifying in reasonable detail the basis for and computation of the amount of the award, if any. In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits. The decision of the arbitrator will be final and binding. The party prevailing in the arbitration will also be entitled to recover any amount for his or her costs and attorney fees incurred in connection with the arbitration as determined by the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction.
  - (d) **Coverage Document Dispute Resolution:** The dispute resolution provision in any Coverage Document shall apply for the matters to which such provisions are made applicable in the Coverage Document, and shall supersede the dispute resolution provisions of this Section 11. If a Coverage Document is silent, or the dispute resolution contained within it do not apply to a particular dispute, the dispute resolution provision of this Section 11 shall apply.
12. **Amendment:** The OSBA Board of Directors reserves the right to alter, amend or terminate this Trust and the terms under which it exists at any time by a memorandum in writing delivered to the Trustees, provided any such change or termination shall not prejudice the rights of any participant with respect to any accrued right or claim. In order to advise the OSBA Board of Directors on any proposed material change to the provisions of this Trust Agreement, the Trustees shall prepare an

We, the undersigned Trustees, having been duly appointed to carry out the provisions of the above Trust Agreement, do hereby approve, affirm and accept such Trust.

Date:

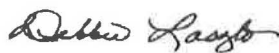
March 21, 2016



Phil Wentz, Chair

Date:

March 21, 2016



Debbie Laszlo, Vice-Chair

Date:

March 21, 2016



Adam Stewart, Trustee

Date:

March 21, 2016



Brett Yancy, Trustee

Date:

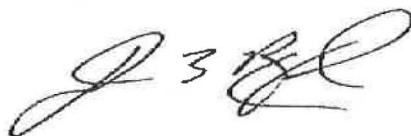
March 21, 2016



Sharla Andresen, Trustee

Date:

March 21, 2016



John Rexford, Trustee

Date:

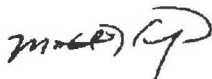
March 21, 2016



Marie Knight, Trustee

Date:

March 21, 2016



Mike Schofield, Trustee

Date:

March 21, 2016



Craig Prewitt, Trustee

**FORM OF  
JOINDER TO TRUST AGREEMENT  
FOR MEMBERS**

By execution of this Joinder, the undersigned public body hereby agrees to become a party to, and is bound by, the First Restatement of Declaration of Trust of the Property and Casualty Coverage for Education (PACE) effective as of March 12, 2016 (and as the same may be amended, supplemented or otherwise modified from time to time, the "Agreement"), by and among the Trustees and the Members, in the same manner as if the undersigned were an original signatory to such Agreement.

The undersigned represents and warrants that (i) the undersigned has received a copy of, and has reviewed the terms of, the Agreement and all related or relevant documents and agreements, (ii) undertakes to become a Member of the Property and Casualty Coverage for Education (PACE) with all the rights and obligations thereof, and (iii) such undertaking has been duly authorized as an intergovernmental agreement to create a program of self-insurance pursuant to ORS 30.282. Capitalized terms used but not defined in this Joinder shall have the meanings set forth in the Agreement.

**IN WITNESS WHEREOF**, the undersigned has executed this Joinder as of this 28 day of April, 2016.

Lebanon Community School District #9  
[Name of District]

By: \_\_\_\_\_  
Name: Richard Borden  
Title: Board of Directors, Chair

Address for Notices:  
485 S. 5th St.  
Lebanon, OR 97355  
\_\_\_\_\_

With copies to:  
Atten: Linda Darling  
485 S. 5th St.  
Lebanon, OR 97355  
\_\_\_\_\_

Board policy FF.

I would like to clarify my request to the board regarding naming rights for our track and turf. I am requesting that the facility be named "Warrior Community Track and Field". The name would be put on the side facing Airport Road. I propose that the facility recognize community members who have made contributions to the development of the facility and or our schools and Kids. The process would continue to follow board policy FF. Anyone wishing to have someone recognized need submit the request to the board for discussion and determination. I would suggest the board consider proposals once a year. When a person has been approved by the board, their name will be placed on the street side of the sign and they will be recognized at events being held in the facility.

In compliance with board policy FF, Rick Franklin, Al Sullivan, Brian Vandetta, Jim McDaniels and the 2008-2009 LCSD School Board are being submitted for official recognition. These community members donated countless hours and resources towards the development of this facility.

**LEBANON COMMUNITY SCHOOLS**  
**Lebanon, Linn County, Oregon**  
**April 14, 2016**

A Regular Meeting of the Board of Directors was held in the District Office Board Room on April 14, 2016. Chairman Richard Borden called the meeting to order at 6:00 p.m. Those present included:

Richard Borden	Director	Rob Hess	Superintendent
Jerry Williams	Director	Jennifer Meckley	HR Director
Mike Martin	Director	Bo Yates	Assistant Superintendent
Russ McUne	Director	Linda Darling	Business Manager
Liz Alperin	Director		

Liz Alperin question why the order of the Agenda Items was amended. She pointed out that patrons time their arrival at the meeting based on the planned Agenda.

Richard Borden explained that he moved the Agenda Items because he thought it would help the meeting move along as the Budget meeting begins at 7:00 p.m.

**AUDIENCE COMMENTS**

Patron Patty Allydice voiced her concern with the rush to get the reconfiguration and boundary changes in place for next year. Even though her children do not attend Pioneer she asked that the Board make good decisions moving forward. She does not like the feeling of being brushed off.

Patron Natalie Ellis said that she is pleased that Hamilton Creek is being left out of the reconfiguration and boundary change. She feels the need to voice her concern for the Pioneer parents who are not present. She feels that decisions are being made for the K-6 students without sharing information with those parents.

Pioneer Secretary Lisa Borden pointed out that surveys went to every parent in the school including the K-6 parents. She explained that at the April 12 public meeting, the majority of parents were of younger grade students. Those parents, students and staff that were present felt that it was best for kids to reconfigure the school to a K-6.

**GENERAL BUSINESS**

**1. Action: Approve Pioneer Reconfiguration & Boundary Changes (Enclosure C-5)**

Rob Hess read the letter that he sent to the Board regarding the reconfiguration and boundary changes. He pointed out that a letter was mailed out to every family that was impacted by the boundary changes. We heard from a few parents who wanted clarification. The administration held two informational meetings at Pioneer. Information was presented at the meetings and then a vote was taken of parents, students and staff who attended. The majority wanted Option B, which was to reconfigure Pioneer to a K-6 school and provide transportation to send the 7<sup>th</sup> & 8<sup>th</sup> graders to Seven Oak.

Mike Martin pointed out that the Board members attended one of the two meetings. He attended the one on April 12. There were 18 people who attended the meeting and he would like to see a broader sampling of parents down to kindergarten.

Jerry Williams said that the two meetings were the same with the same information. He pointed out that the majority that attended the meeting wanted to go to Seven Oak. He said that teachers, students, and parents were

(Enclosure G-1)

in attendance. There were 100 people represented between the two meetings with 69 total votes and 63 votes going to Option B.

Liz Alperin said that she had a hard time at the meeting with the misinformation that was presented. She felt that parents were being held hostage. Some of the misinformation was:

- 1) Cannot differentiate
- 2) Cannot provide options
- 3) Cannot provide adequate education.
- 4) Self enclosed classroom
- 5) Unqualified teachers

Liz pointed out that at the Board Work Session the Board stated that we were not going to rush into the reconfiguration and boundary changes and then a month later we are moving ahead with it. Parents went away thinking that the Board was going to wait. She will not vote for the reconfiguration and boundary changes.

Rob Hess pointed out that over 30 students would go to Seven Oak if the District offered transportation. The District feels that more opportunities can be provided for students at Seven Oak. He said that whatever the Board decides the District will do the best for students with what we have.

Mike Martin said that saying that the schools are overcrowded is misinformation. None of the schools are currently overcrowded. Using student opportunity as motivation is unkind to parents. He questioned when the District followed through with more programs. The data showed that the graduation rates for the Hamilton Creek and Lacombe K-8 are over 70% , Pioneer K-8 is 53%, and Seven Oak is 63%; therefore he questioned whether there was a whole lot to be gained by moving students to Seven Oak instead of giving more support and effective options to Pioneer. Mike said that he feels that parent connection is what ensures better graduation rates. He will support a master schedule with programs that have sustainably, but feels the need to slow down and implement in 2017-18. Mike said that without a strategic plan and goals he will not support it.

Russ McUne pointed out that Portland is getting rid of K-8 schools for equity. He explained that there are more options right now at Seven Oak then at Pioneer. He questioned why the district should wait if it is good for kids.

Jerry Williams explained that the AVID programs are not available at Pioneer. He feels that we are denying those students who want to bus there if the Board does not support the reconfiguration. He asked if it wasn't better for kids to go to Seven Oak to get those programs that are already in place. There are more peer study groups at Seven Oak.

Richard Borden said that he felt that Rob Hess was very clear when he presented information around equity and efficiency.

Russ McUne made a motion to approve the Pioneer reconfiguration and boundary changes as presented. Jerry Williams seconded. Russ McUne, Jerry Williams, and Richard Borden voted yes. Mike Martin and Liz Alperin voted no. The motion carried by majority.

- 2. Action:** Approve 2nd Reading on policies: (Enclosures C-1)  
- ING – Animals in District Facilities

Russ McUne said that he would be in favor of the Animals in District Facilities policy as there is language for the Principal to have a say in allowing the animal.

Liz Alperin and Richard would support a service animal for therapeutic reasons also.

The consensus of the Board was to table and bring the item back with service animal language.

- 3. Action:** Approve 1<sup>st</sup> Reading of Policy: (Enclosure C-2)  
- GCBDD/GDBDD – Sick Time  
- JEC – Admissions

Jennifer Meckley explained that the Sick Time policy is a required policy. The language is new state law. She explained the differences between sick time and sick leave. She pointed out that employees will continue to receive sick leave and employees who do not have sick leave will be covered by sick time.

Russ McUne made a motion to approve the policies on 1<sup>st</sup> reading as presented. Mike Martin seconded. Russ McUne, Mike Martin, Jerry Williams, Richard Borden voted yes. Liz Alperin voted no. The motion carried by majority.

- 4. Information:** AR Policy Revisions: (Enclosure C-3)  
- JEC-AR (1) – Open Enrollment/School Attendance Areas  
- JEC-AR (3) – Application for Open Enrollment

Rob Hess explained the changes to the Open Enrollment policies. He pointed out that enrollment caps at schools had been added.

- 5. Action:** Approve 1<sup>st</sup> Reading of 2016-2017 District Calendar (Enclosure C-4)

Rob Hess explained that the proposed calendar was the work of the Calendar Committee. The proposed calendar has the first day of school as August 29 and the last day of school as June 8. The 14 hours of emergency time allowed by the State in the past will not be allowed next year, so that language is gone.

Russ McUne said that he is opposed to the proposed calendar as students are still at State Fair and surrounding Districts are beginning school after Labor Day.

Liz Alperin said that she would rather begin after Labor Day as the weather is better than in June. After Labor Day would give as many full weeks for school as possible. She feels that families are still vacationing up until Labor Day.

The Action Item died for lack of motion.

**6. Action:** Approve 6-12 Math Adoption/Laura Foley (Enclosure C-6)

Laura Foley explained the criteria and review that was used for the recommendation for the Math Adoption. The Committee is recommending CPM for the 6-12 math adoption. This math will align better with AVID. Teachers will need training for CPM math and it has already been added into the budget.

Rob Hess pointed out that the teachers voted unanimously for the CPM math adoption recommendation.

Jerry Williams made a motion to approve the 6-12 Math Adoption recommendation. Russ McUne seconded. The motion carried unanimously.

**FINANCE**

**1. Report:** Financial Update (Enclosure D-1)

Linda Darling will give the financial update to the Board during the Budget Committee Meeting following this Board Meeting.

**2. Action:** Intent to Award Audit RFP (Enclosure D-2)

Linda Darling explained that there are two firms that submitted proposals for audit services from 2016-2020. Pauly Rogers and Accuity, LLC both had quality proposals. A team comprised of Russ McUne, Julie Hansen, and Linda Darling read and scored the proposals over 9 areas. It is the team's recommendation to award the audit contract to Accurity, LLC.

Jerry Williams made a motion to award the audit contract to Accurity LLC. Russ McUne seconded. The motion passed unanimously.

**3. Information:** Correction to Clerical Error 2015-16 Budget

Linda Darling explained that in developing the 2015-16 Budget Document there was a clerical error in Fund 601-Unemployment Insurance Fund. Under the resources (Function 5255), Transfer from General Fund the amount \$15,000 was listed in the Budget Document. However, the actual transfer amount recorded in the General Fund Requirements (Object 717) is \$50,000. The 2016-17 Budget Document reflects the correction to the clerical error in Fund 601-Unemployment Insurance Fund.

**CONSENT AGENDA**

**1. Action:** Approve March 10, 2016 Board Minutes (Enclosure F-1)

**2. Action:** Approve March 10, 2016 Special Board/Budget Meeting Minutes (Enclosure F-2)

Liz Alperin asked that a correction be made to page 2 of the March 10 Board Minutes. She had asked about the need for additional associate principal at the High School, and she feels that the answer that Rob Hess gave is incorrect.

Rob Hess said that yes, it is incorrect and he will correct it.

Russ McUne made a motion to approve the Consent Agenda as presented with recommended correction. Mike Martin seconded. The motion carried unanimously.

#### **BOARD OF EDUCATION TIME/DISCUSSION**

April 28, 2016	6:00 p.m./District Office Board Room	Regular Board Meeting
April 28, 2016	7:00 p.m./District Office Board Room	Budget Committee Meeting #2
May 12, 2016	6:00 p.m./District Office Board Room	Regular Board Meeting
May 12, 2016	7:00 p.m./District Office Board Room	Budget Committee Meeting #3
May 26, 2016	7:00 p.m./District Office Board Room	Public Budget Hearing & Special Board Meeting
June 9, 2016	6:00 p.m./District Office Board Room	Regular Board Meeting

#### **BOARD COMMUNICATION**

Mike Martin reminded the Board and Administration that there are protocols that the Board agreed on for accepting last minute items for the Board to consider. The Board needs to follow the protocols so that the Board can process the information before action is taken on it.

Liz Alperin asked that once the Agenda has gone out, items not be moved unless students are here to present.

#### **SUPERINTENDENT COMMUNICATION**

Rob Hess shared that the Fourth Annual Hall of Fame Dinner was held on April 9. It was a great night. Past LHS students are doing incredible things out in the world.

Rob Hess explained that the staff who received a Lebanon Foundation Grant will be reporting to the Board in one of three ways; 1) Report at a Board Meeting, 2) Written report, or 3) Display.

#### **ADJOURN**

The meeting adjourned at 7:20 p.m.

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Richard Borden, Board Chair

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Rob Hess, Superintendent

To whom it may concern,

Due to the fact that I will be giving birth in early August 2016, my husband and I feel that it is best for our family that I take a year off to be with our newborn son. Therefore, I request permission from the district to take a 1 year leave of absence effective after my 60 day maternity leave for the 2016-2017 school year.

Thank you for your support and consideration,

Jonnie Barnett

Teacher